

Agenda

Thursday, December 11, 2025

9:05 AM

AGENDA

MONTGOMERY COUNTY BOARD OF COMMISSIONERS

FRIDAY, DECEMBER 19, 2025

8 AM

1580 Constitution Row - Room E109

Crawfordsville, IN 47933

YouTube Link: <https://www.youtube.com/watch?v=YK6jIzqCFS0>

CALL TO ORDER Board President Dan Guard

PLEDGE ALLIGENCE and PRAYER

CONSENT AGENDA

Approval of Claims: AP \$ & Payroll \$

Minutes: December 8, 2025

Authority for County Attorney to Request Tax Deed for Tri-County Property

Acknowledge Receipt of 2025 Internal Controls Report

Acknowledge Receipt of 2025 ADA Annual Report

Acknowledge Receipt of 2025 Title VI Annual Report

RECOGNITION OF JOE ELLIS FOR HIS SERVICE AS VETERANS SERVICE OFFICER

RECOGNITION OF RDC BOARD PRESIDENT RON DICKERSON

2026 COMMISSIONER BOARD APPOINTMENTS

Plan Commission -

- Commissioner Jake Bohlander (Annual)
- Re-Appoint Tricia Rose-Herr (Annual)

• Drainage Board -

- Commissioner Jake Bohlander (Annual)

Convention & Visitors Commission

- Commissioner Jake Bohlander (Annual)
- Re-Appoint Carter Wilson (2-yrs)

Sugar Creek Advisory Board (SCAB) - 3 Year Term

- Re-Appoint Kenny Cain

Health Board - 4 Year Term

- Re-Appoint NP Lauren Nichols

Redevelopment Commission - Annual

- Vacant

- Appoint Commissioner Jake Bohlander
- Re-Appoint Rex Ryker
- Re-Appoint Julie Hess - Non Voting School Board Member

Redevelopment Authority - Annual

- Re-Appoint Greg Morrison
- Re-Appoint John Frey
- Re-Appoint Brad Monts

Emergency Management Council - Annual

- Appoint Commissioner Dan Guard
- Re-Appoint Phil Pirtle
- Re-Appoint Barry Lewis
- EMA Director Jessica Burget

E911 Governing Board - Annual

- Re-Appoint Commissioner Jim Fulwider
- Re-Appoint Commissioner Jake Bohlander
- Re-Appoint Director Sherri Hill

CCC Operations Board - Annual

- County Administrator Tom Klein
- Re-Appoint Mike Hunley - Town Marshal Representative
- Re-Appoint Phil Pirtle - Volunteer Fire Chief Representative

Regional Sewer Board

- Re-Appoint Commissioner Dan Guard - Annual

Solid Waste Management District - Annual

- Re-Appoint Commissioner Dan Guard
- Re-Appoint Commissioner Jim Fulwider
- Re-Appoint Commissioner Jake Bohlander
- Re-Appoint Bob Cox - Town Representative

Solid Waste Management District Advisory Council - Annual

- Re-Appoint Sam Newlin
- Appoint Stacey Guard

Property Tax Appeals Board - Annual

- Re-Appoint Lindsey Hamilton
- Re-Appoint Patricia Richey

Alcoholic Beverage Board - Annual

- Re-Appoint Jay Busse

IT Committee - Annual

- Re-Appoint Commissioner Dan Guard
- Re-Appoint Sheriff Ryan Needham
- Re-Appoint Judge DC Chadd
- Re-Appoint Assessor Sherri Bentley
- Re-Appoint Auditor Mindy Byers
- Re-Appoint Chief Probation Officer Andria Geigle
- Re-Appoint Building/Zoning Administrator Marc Bonwell
- Re-Appoint County Administrator Tom Klein
- Re-Appoint Commissioners Executive Assistant Lori Dossett

Jail Facility Building Corporation - Annual

- Re-Appoint Tom McCarty
- Re-Appoint Lonnie Jones
- Re-Appoint Roger Kunkel

Montgomery County Building Corporation - Annual

- Re-Appoint Jim Johnson
- Re-Appoint Aaron Morgan
- Re-Appoint Greg Morrison

Valley Oakes - Annual

- Re-Appoint Commissioner Jake Bohlander

Crawfordsville Economic Development Corporation - Annual

- Re-Appoint Phil Boots

Internal Controls Committee - Annual

- Re-Appoint Auditor Mindy Byers
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Security Committee - Annual

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Risk Management Committee - Annual

- Re-Appoint Auditor Mindy Byers
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- Re-Appoint Highway Director Jake Lough
- Re-Appoint Commissioner Dan Guard
- Re-Appoint Councilman Steve Loy

HIPPA Committee - Annual

- Re-Appoint Auditor Mindy Byers
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JRAC (Justice Reinvestment Council) - Annual

- Re-Appoint Commissioner Jake Bohlander

2026 DEPARTMENT HEADS

- Building/Zoning Administrator Marc Bonwell
- Highway Director Jake Lough
- Veterans Affairs Officer Nick Kashon
- Weights & Measurers Officer Jim Wolf
- Mapping Director Mike Davis

NEW BUSINESS

Chief Probation Officer & Assistant Chief Probation Officer - Request to Carry Over more than 40 hours of PTO from 2025 to 2026

Award Quote for Demolition of Property on US136E

2026 Contracts:

- Agreement for Professional Services - Section Corner Perpetuation
- CSI Computer Systems, Inc. Agreement - Recorder's Office
- Extension Contractual Services Agreement between Purdue University & Montgomery County
- Imagine 360 Agreement

EGIS Preliminary Engineering Contract - Bridge #114 (Jim Davis Bridge)

Drainage Work Quotes - Purple Heart Parkway Extension Project

Request for Time Extension - OCRA Owner-Occupied Rehabilitation Program

Open Quotes for Work Previously Awarded to J & L Plumbing and Mechanical:

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- 410 Washington, Crawfordsville - cooling

Commissioners accept submitted quotes for three new properties not previously quoted

- 717 S Walnut St, Crawfordsville – HVAC & Roof
- 125 N Washington, Ladoga – HVAC & Roof
- 220 W Taylor, Ladoga – HVAC, Roof & Radon

ORDINANCE

Introduction Ordinance 2025-39 Ordinance to Add New Chapter 98: Open Burning and Prescribed Burning to the Montgomery County Code of Ordinances

RESOLUTION

Resolution 2025-15 Resolution of the Montgomery County Board of Commissioners Approving an Order of the Montgomery County Plan Commission

OTHER BUSINESS

ADJOURNMENT

AGENDA MEMO

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NEW BUSINESS

Chief Probation Officer & Assistant Chief Probation Officer - Request to Carry Over more than 40 hours of PTO from 2025 to 2026 -

From Chief Probation Officer Andria Geigle: Due to unexpected staff resignations and already being short-staffed, the Chief Probation Officer and Assistant Chief Probation Officer will need to work additional hours in December, which conflicts with scheduled PTO. We are respectfully requesting permission to carry over more than 40 hours PTO from 2025 into 2026. CPO has eight days (60 hours) PTO currently scheduled and ACPO has five days (37.5 hours) PTO scheduled. We plan to take as much PTO as possible, but it will truly be dependent on workload being covered.

Consideration of Health Insurance Premium Holiday for County's Contribution - *The Council approved an additional appropriation of \$347,000 to pay premiums for November and December. The Council asked if the Commissioners would consider a premium holiday so a portion of the appropriation would not need to be expensed from the General Fund and could be paid out of the Self Insurance Fund.*

Award Quote for Demolition of Property on US136E - *On December 8th*

Commissioners received one bid for the demolition of a house located at 3920 E Hwy 136 from W Enterprises in the amount of \$20,370.

2026 Contracts:

Agreement for Professional Services - Section Corner Perpetuation - *Agreement between Surveyor Tom Cummins and Contract Surveyor Amy Woodall. Contract Surveyor agrees to locate an reference the section corners and quarter-section corners in part of the north half of the eastern portion of South Union Township. Contract amount: \$53,300.*

CSI Computer Systems, Inc. Agreement - Recorder's Office -

This is the Recorder's Office contract for our software vendor. It provides maintenance, system support, back-up, redaction, and other uses for daily operations. The price has held steady the last several years. Contract amount: \$27,925.82.

Extension Contractual Services Agreement between Purdue University & Montgomery County and Memorandum of Understanding - *Agreement to provide financial support for County extension services of interest, specifically the 4-H Youth Development, Leadership and Community Development, Agricultural and Natural Resources and Health and Human Sciences. Contract amount: \$136,660.*

Imagine 360 Agreement - *Annual Agreement to the County's Imagine 360 County Employee Health Insurance plan.*

EGIS Preliminary Engineering Contract - Bridge #114 (Jim Davis Bridge) federal aid project - *Contract will be made available after approval by INDOT.*

Drainage Work Quotes - Purple Heart Parkway Extension Project -

Quote is for drainage work along Purple Heart Parkway to fix a drainage issue identified by the property owner that wasn't addressed as part of the Parkway construction. The cost of the project will be shared by the City, County and RQAW.

Request for Time Extension - OCRA Owner-Occupied Rehabilitation Program -

Request for a four -month extension of time to the completion deadline for the Owner-Occupied Rehabilitation Program, extending the grant period through July 31, 2026.

Open Quotes for Work Previously Awarded to J & L Plumbing and Mechanical:

- 3403 Parliament Place, Crawfordsville – HVAC and water heater
- 1412 Southside Dr, Crawfordsville – HVAC
- 1790 W US Highway 136, Crawfordsville – water heater
- 8 West Park Lane, Crawfordsville – water heater
- 39 Center Drive, Crawfordsville – water heater
- 320 W College, Ladoga – water heater
- 7526 N CR 650 W, Wingate – water heater
- 410 Washington, Crawfordsville - cooling

Commissioners accept submitted quotes for three new properties not previously quoted

- 717 S Walnut St, Crawfordsville – HVAC & Roof

- 125 N Washington, Ladoga – HVAC & Roof
- 220 W Taylor, Ladoga – HVAC, Roof & Radon

ORDINANCE

Introduction Ordinance 2025-39 Ordinance to Add New Chapter 98: Open Burning and Prescribed Burning to the Montgomery County Code of Ordinances - *The State of Indiana has regulated open burning under Indiana Code 13-17-9 and 326 IAC 4-1-3 and has now enacted new statutes related to the regulation of prescribed burning under Indiana Cox 14-23-6.6. The Commissioners find it prudent to adopt certain County regulations related to both open burning and prescribed burning to protect the public health and safety by adding a new Chapter to the County's Code of Ordinances.*

RESOLUTION

Resolution 2025-15 Resolution of the Montgomery County Board of Commissioners Approving an Order of the Montgomery County Plan Commission - *December 9, 2025 the Plan Commission entered an order approving the Declaratory Resolution of the amendment of the Nucor Towers Allocation Area. The order must be approved by the Board of Commissioners.*

OTHER BUSINESS

ADJOURNMENT

Minutes: December 8, 2025

Friday, December 12, 2025 2:46 PM



MONTGOMERY COUNTY COMMISSIONERS
MINUTES

MONDAY, DECEMBER 8, 2025

YouTube: <https://www.youtube.com/watch?v=CEh0s3RRgys>

The Montgomery County Commissioners met in regular session on Monday, December 8, 2025 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: Board President Commissioner Dan Guard, Commissioner Jim Fulwider; and Commissioner Jake Bohlander.

Also present: County Attorney Dan Taylor; Auditor Jennifer Mindy Byers; Building Administrator Marc Bonwell; Sheriff Ryan Needham; VA Officer Joe Ellis; EMA Director Jessica Burget; Recorder Nancy Cox; Mapping Director Marc Bonwell; Treasurer Heather Laffoon; Chief Probation Officer Andria Geigle; Assistant Highway Director Cale Stephens; Assistant County Attorney Tyler Nichols; Thrive West Central – Kristine Krueger; and Commissioner Executive Assistant Lori Dossett.

PLEDGE & PRAYER

Commissioner Guard led the pledge of allegiance and the prayer.

CONSENT AGENDA

Approval of Claims: AP \$2,436,678.59 & Payroll \$545,540.63

Minutes: November 24, 2025

Acknowledge Receipt of 2025 Risk Management Report

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

**DIAMOND JUSTUS – Drug Free Montgomery County Coalition Director
OPIOID SETTLEMENT CHECK PRESENTATION**

- United Way in Montgomery County – First Door - \$21,432.12
- Crawfordsville Police Department - 2026 DARE and SRO training - \$5,900
- Boys & Girls Club of Montgomery County – Youth Health & Wellness Programs for Prevention - \$1,200
- Montgomery County Sheriff's Office - 2026 School Resource Officer Training and Drug Abuse Prevention and Education - \$7,187.50
- Montgomery County Probation Department – Juvenile Diversion Expansion Grant - \$4,500
- Through the Gate – Program Support Associate - \$15,000
- Integrative Wellness – Emergency Needs Fund - \$1,500
- Valley Oaks Health, Inc. - Expanding peer recovery for uninsured/underinsured VOH patients - \$20,000
- Recovery Coalition – Peer Recovery Coaches - \$39,520
- Humans United for Equality – Alphabet Soup Coaching & Recovery - \$5,488
- Recovery Coalition – Director's Salary - \$7,500
- Montgomery County Drug Court - Breaking Down the Barriers for a Successful Recovery - \$7,500
- Montgomery County Family Recovery Court – Family Recovery Court Support - \$6,500
- Montgomery County Veterans Treatment Court – Mission Possible: Opioid Abuse Prevention - \$3,970
- *Total Amount of Funding: \$147,197.62*

PUBLIC HEARING - ZA2025-2 Text Amendments to Use Table "Schools Permitted Use"

Building/Zoning Administrator Marc Bonwell advised the Plan Commission held a public hearing on January 8, 2025 on the proposed text amendment and sent the amendment forward to the County Commissioners with a favorable recommendation. The proposed amendment edits the "Table A Use Table" to add Carbon Sequestration to the Industrial Classification with a Special Exception. The amendment also adds Commercial Energy Storage to the Use table in Agricultural Overlay and industrial districts. Lastly, the amendment deletes Farm Equipment Sales from the Agricultural use district and adds Farm Equipment Sales to the Commercial district.

Board President Commissioner Dan Guard opened the Public Hearing @ 8:05 am. Hearing no public comment, Public Hearing Closed @ 8:06 am

Ordinance 2025-38 An Ordinance Adopting Text Amendment to the Zoning Ordinance

Commissioner Bohlander moved to approve Ordinance 2025-38. Seconded by Commissioner Guard. Commissioner Fulwider asked if the Text Amendment Ordinance takes care of all of the problems. Attorney Taylor responded and stated that the text amendments take care of the legislative updates for the ordinance. Motion carried 3-0 votes in favor.

Open Bids for Road Segments 625E from 500N to SR 32 and CR600E from SR 32 to SR 136 - Assistant Highway Director Cale Stephens stated that the County did not receive the 2026 CCMG Grant. If any bids were received, they should be returned unopened.

Award 2026 Annual Highway Department Bids – Assistant Highway Director Cale Stephens stated that the annual bids received on November 24th have been review by the highway director and he has requested that the annual bids be accepted. *Commissioner Fulwider moved to approve the 2026 Annual Highway Department bids. Seconded by Commissioner Guard. Motion carried 3-0 votes in favor.*

Open Quotes for Demolition of Property on US136E – Attorney Taylor opened the one quote received by W Enterprises in the amount of \$20,370. *Commissioner Bohlander moved to take the bids under advisement. Seconded by Commissioner Fulwider. Motion carried 3-0 votes in favor.*

Open Quotes for 711 Green Street Project & Contract Addendum - Due to unforeseen circumstances the contractor is unable to complete the services on the 711 Green Street property. Attorney Taylor opened one quote for the 711 Green Street property from 32 Heating and Cooling in the amount of \$20,400. *Commissioner Guard moved to approve the bid from 32 Heating and Cooling. Seconded by Commissioner Fulwider. Motion carried 3-0 votes in favor.*

Kristine Krueger advised that the contract previously awarded to J & L Plumbing and Mechanical have been sent out to be re-bid with the deadline date of December 19th.

- 3403 Parliament Place, Crawfordsville – HVAC and water heater
- 1412 Southside Dr, Crawfordsville – HVAC
- 1790 W US Highway 136, Crawfordsville – water heater
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- 39 Center Drive, Crawfordsville – water heater
- 320 W College, Ladoga – water heater
- 7526 N CR 650 W, Wingate – water heater
- 410 Washington, Crawfordsville - cooling

Acknowledge Termination of J & L Plumbing and Mechanical Contracts - Kristine Krueger from Thrive West Central stated J & L Plumbing is unable to complete the contracts agreed to with the County to complete the work for other projects awarded. Ms. Krueger stated there are damages that will need to be discussed. Attorney Taylor stated

that any discussion of damages should be held in an Executive Session. *Commissioner Fulwider moved to Terminate the contract with J & L Plumbing and Mechanical. Seconded by Commissioner Bohlander. Motion carried 3-0 votes in favor.*

ORDINANCE

Ordinance 2025-27 Approving the Request of D G Partners, LLC and Rezoning a Certain Parcel of Land in the 1100 Block of U.S. Highway 231 North from Agricultural to Commercial – Attorney Taylor stated Ordinance 2025-27 strikes the traffic study condition. *Commissioner Fulwider moved to approve Ordinance 2025-27. Seconded by Commissioner Bohlander. Motion carried 3-0 votes in favor.*

2nd Reading Ordinance 2025-29 An Ordinance Creating the 2026 Problem-Solving Drug Court Program Grant Fund - \$9,500 - Montgomery County Superior 1 Drug Court to use funds for incentives, drug testing and participant services. *Commissioner Fulwider moved to approve Ordinance 2025-29. Seconded by Commissioner Bohlander. Motion carried 3-0 votes in favor.*

2nd Reading Ordinance 2025-30 An Ordinance Creating the 2026 Problem-Solving Family Recovery Court Grant Fund - \$102,947 - Montgomery Superior Court 2 Family Recovery Court to use funds to cover key program expenses. *Commissioner Bohlander moved to approve Ordinance 2025-30. Seconded by Commissioner Fulwider. Motion carried 3-0 votes in favor.*

2nd Reading Ordinance 2025-31 An Ordinance Creating the 2026 DOC Justice Reinvestment Grant - \$131,912 - Montgomery County Probation Department to use funds for two probation officers' salaries. *Commissioner Guard moved to approve Ordinance 2025-31. Seconded by Commissioner Fulwider. Motion carried 3-0 votes in favor.*

2nd Reading Ordinance 2025-32 An Ordinance Creating the 2026 DOC Drug Court Grant Fund - \$80,441 - Montgomery County Drug Court Program to use funds for a probation officer salary, benefits, cell phone and travel/training. *Commissioner Fulwider moved to approve Ordinance 2025-32. Seconded by Commissioner Bohlander. Motion carried 3-0 votes in favor.*

2nd Reading Ordinance 2025-33 An Ordinance Creating the Veterans Treatment Court Grant Fund - \$110,503 - Montgomery Superior Court 2 Veterans Court for support of Veterans Treatment Court Grant to use funds for salaries, benefits, Mentor Supplies, incentives, training, Mentor Contract and participant services. *Commissioner Guard moved to approve Ordinance 2025-33. Seconded by Commissioner Fulwider. Motion carried 3-0 votes in favor.*

2nd Reading Ordinance 2025-34 An Ordinance Creating the 2026 Family Recovery Court Opioid Settlement Grant - \$6,500 - Montgomery County Family Recovery Court to allow a funding source to tackle some of the biggest barriers affecting the Family Recovery

Court participants. *Commissioner Fulwider moved to approve Ordinance 2025-34. Seconded by Commissioner Guard. Motion carried 3-0 votes in favor.*

2nd Reading Ordinance 2025-35 An Ordinance Creating the 2026 Drug Court Opioid Settlement Grant Fund - \$7,500 - Montgomery County Drug Court to assist participants with removing barriers to their success in recovery from addiction. *Commissioner Guard moved to approve Ordinance 2025-31. Seconded by Commissioner Fulwider. Motion carried 3-0 votes in favor.*

2nd Reading Ordinance 2025-36 An Ordinance Creating the 2026 Veterans Treatment Court Opioid Settlement Grant - \$3,970 - Montgomery County Veterans Treatment Court to utilize funds for incentives to encourage participants to abstain from the use of alcohol and illegal substances. *Commissioner Guard moved to approve Ordinance 2025-36. Seconded by Commissioner Fulwider. Motion carried 3-0 votes in favor.*

2nd Reading Ordinance 2025-37 An Ordinance Creating the 2026 Juvenile Diversion Opioid Settlement Grant Fund - \$4,500 - Montgomery County Probation to fund the expansion and enhancement of diversion opportunities for youth by addressing truancy and early substance use involvement in two programs: The Truancy Interventions Program and the Prime for Life Substance Use Education Program. *Commissioner Guard moved to approve Ordinance 2025-37. Seconded by Commissioner Bohlander. Motion carried 3-0 votes in favor.*

ADJOURNMENT

There being no further business before the Board, meeting adjourned @ 8:36 am. Minutes prepared by Commissioners Executive Assistant Lori Dossett.

The next regular meeting will be held on Friday, December 19, 2025 @ 8:00 am @ Montgomery County Government Center-Room E-109.

MONTGOMERY COUNTY BOARD OF COMMISSIONERS:

Dan Guard, President

Attest:

Mindy Byers, Auditor

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Monday, December 15, 2025 11:03 AM

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MONTGOMERY COUNTY
2025 ADA ANNUAL REPORT

Date: December 19, 2025

To: Montgomery County Board of Commissioners

The ADA Self-Evaluation & Transition Plan is complete. The ADA Transition Plan is a living document and will continue to be modified on an as needed basis.

Requests for Reasonable Accommodations

To date we have not received any requests for reasonable accommodations.

ADA Accomplishments:

Milligan Justice Center Access Improvements Project completed in the fall of 2025 which included to make accessibility-related improvements to the south side of the Thomas K. Milligan Justice Center aka Probation Department, 307 Binford Street, Crawfordsville, IN 47933.

- The project included clearing and removal of existing lawn, concrete sidewalks, portions of the existing port and pergola, rear entry door and other select site items located within the Project Limits.
- Mill and overlay of existing asphalt.
- Construction of new sidewalks, handrails and accessible parking/route signage.
- New port slap, guardrails, and window well treatments.
- Coordination with security consultant regarding electrical and security system connections for operation of an electric door strike.

Total cost of Project: **\$242,408.65**

Montgomery County Courthouse Renovation Project Installed ADA Compliant Restrooms in Courthouse in employee areas on the first and second floor. The third-floor new restroom is a public and ADA Compliant. Repairs were made to the ADA exterior ramp as well.

ADA Goals

- Employee training on County's ADA Transition Plan.
- Create Employee Training Attendance Log for future training sessions.
- Plan to remove exterior barriers at all County buildings.
- Plan to replace signage at all County buildings.

Respectfully submitted,

Lori Dossett
ADA Coordinator

Acknowledge Receipt of 2025 Title VI Annual Report

Friday, December 12, 2025 4:09 PM

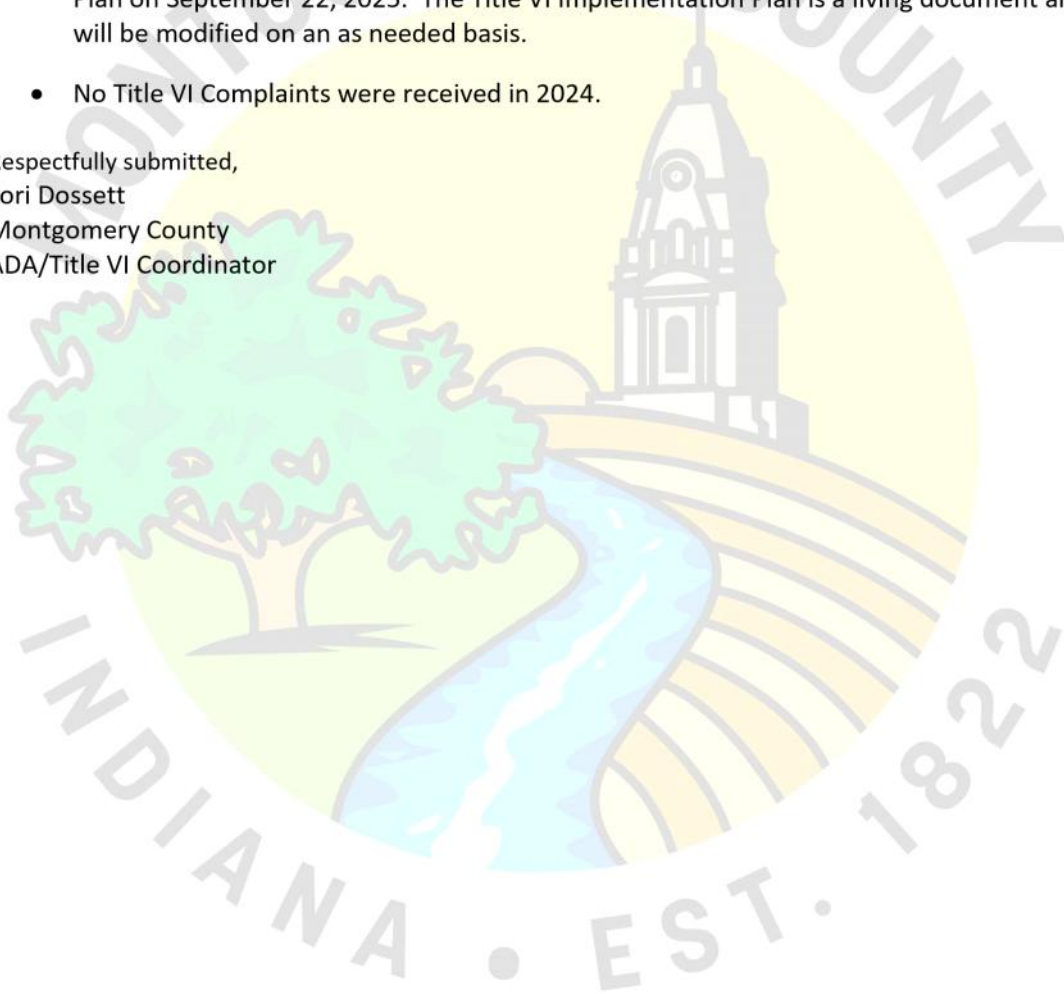
MONTGOMERY COUNTY
2025 ANNUAL TITLE VI REPORT

Date: December 19, 2025

To: Montgomery County Board of Commissioners

- The County Commissioners approved Montgomery County's Title VI Implementation Plan on September 22, 2025. The Title VI Implementation Plan is a living document and will be modified on an as needed basis.
- No Title VI Complaints were received in 2024.

Respectfully submitted,
Lori Dossett
Montgomery County
ADA/Title VI Coordinator



2026 BOARD APPOINTMENTS

Monday, December 15, 2025 11:04 AM

Award Quote for Demolition of Property on US136E

Friday, December 12, 2025 4:00 PM

QUOTE # 2948

W ENTERPRISES, LLC

Walden Transport & Recycle
302 S. OAK STREET
P.O. BOX 602
CRAWFORDSVILLE, IN 47933
(765) 362-2182
FAX (765) 364-0703

DATE: 11/30/25

TO: MOCO Commissioners

Crawfordsville, IN 47933

WE ARE PLEASED TO QUOTE AS FOLLOWS:

REQUESTED BY: County Commissioners

Qty	DESCRIPTION	PRICE	AMOUNT
	<p>For the price indicated below, W Enterprises, LLC proposes to furnish the necessary materials, labor, tools and equipment to complete the following project:</p> <p>Demolition of house located at 3920 E US Hwy 136 Crawfordsville, IN and removal of blacktop drive</p> <p>W Enterprises LLC to secure all permits, insure all utilities to be retired & meters removed, inspection prior to demolition and cement off sewer line</p> <p>Tear down house, clean up and remove all debris. Remove footers and all concrete and landscaping/brush Clean up and haul off all debris Backfill area with engineer fill and compact to grade</p> <p>Remove lid on septic tank & fill with #23 sand Fill well with bentonite & cap off per code</p> <p>Removal of blacktop drive & haul away debris</p> <p><i>* Does not include top soil and seed and straw</i></p> <p>Quote amount based upon W Enterprises having salvage rights of any and all items on / in premises at time of Quote.</p> <p>Job will be completed within 3 - 5 days after utility verification, weather permitting</p> <p>THIS JOB QUOTE HAS BEEN ACCEPTED FROM THE ABOVE CUSTOMER</p> <p>Customer Signature</p> <p>TOTAL QUOTE: \$20,370.00</p> <p><small>10% discount if all 4 demos done at same time</small></p> <p>PURCHASE ORDER #</p>		

TERMS: Payable upon completion of job

OFFICIAL SIGNATURE

Dan Walden

Agreement for Professional Services - Section Corner Perpetuation

Monday, December 15, 2025 11:05 AM



COMPUTER SYSTEMS, INC.

Phone: 800-860-1274
Email: dwicker@computer-systems.com
12975 Parkside Drive
Fishers, IN, 46038

October 7th, 2025

CSI Family,

Enclosed you will find your 2026 CSI agreements. Please review, sign, and return the completed documents at your earliest convenience. **Signed copies may be sent via mail or email to bprimo@computer-systems.com.**

During a recent contract audit, we identified that some signed agreements related to our **Premium Software Maintenance** and **System Support** were missing from our records. If these documents are included in your packet, we kindly ask that you sign and return them as well. Please contact Bridget or Dusty with any questions regarding this.

As always, don't hesitate to reach out with any questions or concerns. We are proud to partner with you and we thank you for your continued trust in our Hoosier company!

Regards,

Dusty Wicker
Account Executive
CSI – Computer Systems, Inc.



CSI-Computer Systems, Inc
 12975 Parkside Drive
 Fishers, IN 46038-3864

INVOICE

Invoice Number: 26-7029
 Invoice Date: Jan 1, 2026
 Page: 1

Duplicate

Voice: 317 913 4160
 Fax: 317 913 4175

Bill To:
Montgomery County Recorder 1580 Constitution Row, Ste D Attn: Nancy Cox Crawfordsville, IN 47933

Ship to:
Montgomery County Recorder 100 East Main St, Rm 204 Attn: Nancy Cox Crawfordsville, IN 47933

Customer ID	Customer PO	Payment Terms	
1354REC		Net 10 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
Wicker	UPS Ground		1/11/26

Quantity	Item	Description	Unit Price	Amount
1.00	JTSSMA-REC	2026 SOFTWARE MAINTENANCE Title 1 Annual SW Maint	15,120.00	15,120.00
Subtotal				15,120.00
Sales Tax				
Total Invoice Amount				15,120.00
Payment/Credit Applied				
TOTAL				15,120.00

Check/Credit Memo No:

CSI-Computer Systems, Inc
 12975 Parkside Drive
 Fishers, IN 46038-3864

INVOICE

Invoice Number: 26-7029
 Invoice Date: Jan 1, 2026
 Page: 1

Duplicate

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 Fax: 317 913 4175

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Ship to:
Montgomery County Recorder 100 East Main St, Rm 204 Attn: Nancy Cox Crawfordsville, IN 47933

Customer ID	Customer PO	Payment Terms	
1354REC		Net 10 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
Wicker	UPS Ground		1/11/26

Quantity	Item	Description	Unit Price	Amount
1.00	JTSSMA-REC	2026 SOFTWARE MAINTENANCE Title 1 Annual SW Maint	15,120.00	15,120.00
REMITTANCE COPY				
Subtotal				15,120.00
Sales Tax				
Total Invoice Amount				15,120.00
Payment/Credit Applied				
TOTAL				15,120.00

Check/Credit Memo No:

CSI-Computer Systems, Inc12975 Parkside Drive
Fishers, IN 46038-3864

Voice: 317 913 4160

Fax: 317 913 4175

INVOICE

Invoice Number: 26-8020

Invoice Date: Jan 1, 2026

Page: 1

*Duplicate***Bill To:**Montgomery County Recorder
1580 Constitution Row, Ste D
Attn: Nancy Cox
Crawfordsville, IN 47933**Ship to:**Montgomery County Recorder
100 East Main St, Rm 204
Attn: Nancy Cox
Crawfordsville, IN 47933

Customer ID	Customer PO	Payment Terms	
1354REC		Net 10 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
Wicker	UPS Ground		1/11/26

Quantity	Item	Description	Unit Price	Amount
1.00	GMA NETWORK	Annual System Support Agreement - 01/01/26 - 12/31/26	6,740.00	6,740.00
1.00	GMA IMAGING	Annual Imaging/Loaner Support - 01/01/26 - 12/31/26	2,880.00	2,880.00

Check/Credit Memo No:

Subtotal	9,620.00
Sales Tax	
Total Invoice Amount	9,620.00
Payment/Credit Applied	
TOTAL	9,620.00

CSI-Computer Systems, Inc12975 Parkside Drive
Fishers, IN 46038-3864Voice: 317 913 4160
Fax: 317 913 4175**INVOICE**Invoice Number: 26-8020
Invoice Date: Jan 1, 2026
Page: 1*Duplicate***Bill To:**Montgomery County Recorder
1580 Constitution Row, Ste D
Attn: Nancy Cox
Crawfordsville, IN 47933**Ship to:**Montgomery County Recorder
100 East Main St, Rm 204
Attn: Nancy Cox
Crawfordsville, IN 47933

Customer ID	Customer PO	Payment Terms	
1354REC		Net 10 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
Wicker	UPS Ground		1/11/26

Quantity	Item	Description	Unit Price	Amount
1.00	GMA NETWORK	Annual System Support Agreement - 01/01/26 - 12/31/26	6,740.00	6,740.00
1.00	GMA IMAGING	Annual Imaging/Loaner Support - 01/01/26 - 12/31/26	2,880.00	2,880.00
REMITTANCE COPY				

Check/Credit Memo No:

Subtotal	9,620.00
Sales Tax	
Total Invoice Amount	9,620.00
Payment/Credit Applied	
TOTAL	9,620.00

MAINTENANCE AGREEMENT

COMMENCEMENT DATE: 1/1/2026

INVOICE #: 26-8020

MONTGOMERY COUNTY RECORDER

CUSTOMER NAME

HARDWARE LIST: See attached

INSTALLATION COUNTY: Same

The service supplier (Supplier) agrees to provide and the Customer named below agrees to accept maintenance on the equipment listed below at the terms and conditions stated herein.

See Attached For Detailed List of Equipment

MONTGOMERY COUNTY RECORDER -- Invoice Amount: \$9,620

CALL WINDOW: Monday thru Friday 8:00 a.m. to 5:00 p.m.

The Customer acknowledges that the Customer has read this Agreement, including the reverse side, and agrees to be bound by it. This Agreement is the complete and exclusive statement between the Supplier and the Customer relating to the subject matter of this Agreement.

CUSTOMER:

MONTGOMERY COUNTY RECORDER

SIGNATURE AUTHORIZED REPRESENTATIVE DATE

NAME (PRINT OR TYPE)

TITLE

PLEASE RETAIN THIS COPY FOR YOUR RECORDS _____

ACCEPTED BY:

CSI-Computer Systems, Inc.

12975 Parkside Drive
Fishers, IN 46038

Kevin Cook 9/13/25
AUTHORIZED SIGNATURE DATE

CSI COPY: PLEASE SIGN AND RETURN ☒

MAINTENANCE AGREEMENT

COMMENCEMENT DATE: 1/1/2026

INVOICE #: 26-8020

MONTGOMERY COUNTY RECORDER

CUSTOMER NAME

HARDWARE LIST: See attached

INSTALLATION COUNTY: Same

The service supplier (Supplier) agrees to provide and the Customer named below agrees to accept maintenance on the equipment listed below at the terms and conditions stated herein.

See Attached For Detailed List of Equipment

MONTGOMERY COUNTY RECORDER -- Invoice Amount: \$9,620

CALL WINDOW: Monday thru Friday 8:00 a.m. to 5:00 p.m.

The Customer acknowledges that the Customer has read this Agreement, including the reverse side, and agrees to be bound by it. This Agreement is the complete and exclusive statement between the Supplier and the Customer relating to the subject matter of this Agreement.

CUSTOMER:

MONTGOMERY COUNTY RECORDER

SIGNATURE AUTHORIZED REPRESENTATIVE

DATE

NAME (PRINT OR TYPE)

TITLE

PLEASE RETAIN THIS COPY FOR YOUR RECORDS ☒

ACCEPTED BY:

CSI-Computer Systems, Inc.

12975 Parkside Drive
Fishers, IN 46038

Kevin Cook 9/13/25
AUTHORIZED SIGNATURE DATE

CSI COPY: PLEASE SIGN AND RETURN _____

**2026 CSI GENERAL MAINTENANCE AGREEMENT****Montgomery Recorder**

For the period of 1/1/26-12/31/26

26-8020**1354REC**

Last Update

8/20/2025

Location	Product	Serial Number	Monitor	Monitor Serial Number	Annual Amount	Amount Due	Agency Amount
SYSTEM SUPPORT							
	System Support Agreement				\$ 6,740.00	\$ 6,740.00	
	Title 1 Imaging Software Support 6000 - 9,999 rec				\$ 2,880.00	\$ 2,880.00	
							\$ 9,620.00
	TOTAL SYSTEM SUPPORT					\$ 9,620.00	
SERVER							
PRINTERS							
							\$ -
NETWORK HUBS/SWITCHES							
						\$ -	
							\$ -
MISCELLANEOUS							
						\$ -	
						\$ -	
							\$ -
	TOTAL HARDWARE					\$ -	
	TOTAL					\$ 9,620.00	

NOTE: ONLY EQUIPMENT ON THIS LIST WILL BE COVERED

See CSI's General Maintenance Agreement contract for terms and conditions for products covered under this agreement

PLEASE NOTICE

Enclosed is a Service Maintenance Agreement covering the equipment detailed in the included listing. This Maintenance Agreement will be effective only upon receipt by CSI-Computer Systems, Inc. (CSI) of the signed Agreement and payment.

CSI-Computer Systems, Inc
12975 Parkside Drive
Fishers, IN 46038
(317) 913-4160
(800) 860-1274
Fax: (317) 913-4175
bprimo@computer-systems.com

Please follow the steps below when remitting the Maintenance Agreement:

- STEP ONE: **VERIFY THAT ALL EQUIPMENT IS CORRECT.** CONTACT CSI IF YOU HAVE ANY CHANGES TO EQUIPMENT LISTED. ANY ADDITIONS NEED TO BE APPROVED BY CSI.
- STEP TWO: **SIGN AND RETURN THE WHITE COPY OF THE "MAINTENANCE AGREEMENT" by fax, mail or email.**
- STEP THREE: **RETURN PINK "REMITTANCE COPY OF YOUR INVOICE WITH PAYMENT.**

Thank You for choosing CSI as your Partner!!

12975 Parkside Drive
Fishers, IN 46038-3864

CSI-Computer Systems, Inc
 12975 Parkside Drive
 Fishers, IN 46038-3864

INVOICE

Invoice Number: 26-4016
 Invoice Date: Jan 1, 2026
 Page: 1

Duplicate

Voice: 317 913 4160
 Fax: 317 913 4175

Bill To:
Montgomery County Recorder 1580 Constitution Row, Ste D Attn: Nancy Cox Crawfordsville, IN 47933

Ship to:
Montgomery County Recorder 100 East Main St, Rm 204 Attn: Nancy Cox Crawfordsville, IN 47933

Customer ID	Customer PO	Payment Terms	
1354REC		Net 10 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
Wicker	UPS Ground		1/11/26

Quantity	Item	Description	Unit Price	Amount
1.00	JTSSMA-DRaaS	Disaster Recovery as a Service for 2026	1,105.82	1,105.82
REMITTANCE COPY				

Subtotal	1,105.82
Sales Tax	
Total Invoice Amount	1,105.82
Payment/Credit Applied	
TOTAL	1,105.82

Check/Credit Memo No:

CSI-Computer Systems, Inc
 12975 Parkside Drive
 Fishers, IN 46038-3864

INVOICE

Invoice Number: 26-3008
 Invoice Date: Jan 1, 2026
 Page: 1

Duplicate

Voice: 317 913 4160
 Fax: 317 913 4175

Bill To:
Montgomery County Recorder 1580 Constitution Row, Ste D Attn: Nancy Cox Crawfordsville, IN 47933

Ship to:
Montgomery County Recorder 100 East Main St, Rm 204 Attn: Nancy Cox Crawfordsville, IN 47933

Customer ID	Customer PO	Payment Terms	
1354REC		Net 10 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
Wicker	UPS Ground		1/11/26

Quantity	Item	Description	Unit Price	Amount
32,000.00	Microfilm Page Count	Microfilm Creation for 2026	0.07	2,080.00
Subtotal				2,080.00
Sales Tax				
Total Invoice Amount				2,080.00
Payment/Credit Applied				
TOTAL				2,080.00

Check/Credit Memo No:

CSI-Computer Systems, Inc
 12975 Parkside Drive
 Fishers, IN 46038-3864

INVOICE

Invoice Number: 26-3008
 Invoice Date: Jan 1, 2026
 Page: 1
Duplicate

Voice: 317 913 4160
 Fax: 317 913 4175

Bill To:
Montgomery County Recorder 1580 Constitution Row, Ste D Attn: Nancy Cox Crawfordsville, IN 47933

Ship to:
Montgomery County Recorder 100 East Main St, Rm 204 Attn: Nancy Cox Crawfordsville, IN 47933

Customer ID	Customer PO	Payment Terms	
1354REC		Net 10 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
Wicker	UPS Ground		1/11/26

Quantity	Item	Description	Unit Price	Amount
32,000.00	Microfilm Page Count	Microfilm Creation for 2026	0.07	2,080.00
REMITTANCE COPY				

Check/Credit Memo No:

Subtotal	2,080.00
Sales Tax	
Total Invoice Amount	2,080.00
Payment/Credit Applied	
TOTAL	2,080.00

DISASTER RECOVERY SERVICES AGREEMENT

This Disaster Recovery Services Agreement (hereinafter "Agreement") is between CSI - Computer Systems, Inc. (hereinafter "CSI"), and Montgomery County, IN Recorder (hereinafter "County").

The parties hereto agree as follows:

I. DEFINITIONS

The following terms, as used herein shall have the following meanings:

1. *Licensed Software* - means such software (in executable form), documentation, file layouts and other tangible or intangible information included in CSI's Title 1 applications and related to the operation thereof which are the intellectual properties of CSI.
2. *System Software* - means such software, documentation and other tangible or intangible information constituting the network server or personal computer operating system software packages, database development software, word processing, ad hoc report writer software, or any other non-CSI developed software; and related to the operation thereof as have been licensed to CSI, or others for redistribution and sublicensing and as have been or are hereafter delivered or disclosed by CSI to County or County's employees.
3. *Backup* - shall mean a copy of all Licensed Software data and electronic images.
4. *Cloud* - shall mean the storage solutions provided with various capabilities to store and process data in off-site data centers.
5. *Cloud Access System* - A storage solution that provides a user with remote and secure access by the Internet to the Licensed Software and System Software with data and images recovered from the Backup.
6. *Disaster* - is any unplanned event or incident that prevents access to the data and images necessary to resume critical business operations after a natural or human-induced event or incident.
7. *DRaaS* - shall mean Disaster Recovery as a Service and is a cloud-based repository and backup of all Licensed Software data and images and the recovery process of regaining access to the data and images necessary to resume critical business operations after a natural or human-induced disaster.
8. *Hosted Server* - Refers to the computer server that operates the Licensed Software and that is managed and maintained by CSI for Customer.
9. *Media Copy* - shall mean the objects on which data and images can be stored. These objects include tapes and hard drives. The term 'media' will be used interchangeably with tape and hard drive backup.
10. *Released Images* - these are images that have been run through automated redaction processing and released to the public.

II. AGREEMENT TERM

1. The Agreement Term is effective only upon the execution by the parties and will continue for a term of one (1) year beginning January 1, 2026 through December 31, 2026. Thereafter, this Agreement must be renewed and either party may cancel this Agreement as detailed herein or elect not to renew this Agreement.

III. DRaaS PRICING

1. DRaaS pricing is based upon the volume all data and images that are stored in the CSI Cloud Backup. The Agreement will establish a Base Cloud Backup Volume and an Agreement Term that will be reviewed annually to determine the actual volume of data stored in the CSI Cloud.
2. DRaaS Pricing:
 - A. One Year Term - \$1,105.82 per year for the Base Cloud Backup Volume.
 1. Base Cloud Backup Volume = 89 GB.

IV. PAYMENT TERMS

1. Payments for the DRaaS Agreement Term are due annually beginning January 1 of each calendar year and are to be paid in advance. CSI can prorate the annual payment to coincide with a January 1 to December 31 calendar year.

2. In the event fees for this Agreement become delinquent by more than sixty (60) days, this Agreement shall be suspended. CSI shall be entitled to all past due and current due charges plus interest at 1.5% per month plus collection and attorney fees.

V. CSI RESPONSIBILITIES

1. CSI will provide DRaaS services for the pricing and term per the Agreement detailed herein.
2. Cloud Backup. The Cloud Backup will store data and encrypted released images that can be recovered up to the maximum of one year from the date of file modification or the occurrence of the event causing disaster recovery.
3. Local Backup. CSI will setup a local Backup system on the Hosted Server with media recommended by CSI. The Local Backup system will be the primary source for DRaaS services.
4. DRaaS Backup. CSI will setup the DRaaS Backup to backup at least one (1) time per 24-hour period.
5. Licensed Software maintenance. CSI will provide all maintenance of Licensed Software as detailed in a separate agreement upon payment by County of such maintenance fees.
6. DRaaS Services. CSI will begin to provide DRaaS services within 4 hours of notification by County of a disaster.
7. Security. CSI will encrypt released images at the local server and transfer the data and images using a secured connection to the Cloud Backup. All released images will also be encrypted at rest in the Cloud Backup.
8. Monitoring Services. CSI will monitor the Backup Monday thru Friday each week for any problems.
9. Testing Services. CSI will test the restore of the Backup to a CSI server twice during the term of this Agreement
10. Cloud Access System. In the event that the Licensed Software and System Software cannot be restored on the local production server for DRaaS services within a 24-hour period, CSI may provide a Cloud Access System for the County. If CSI provides for the Cloud Access System and once the Licensed Software and System Software have been restored to the local production server, CSI will restore the data and images from the Cloud Access System to the local production server.

VI. COUNTY RESPONSIBILITIES

1. County will provide at least one local Backup on the media recommended by CSI if there is a Hosted Service and one local Backup if County hosted server.
2. County will keep track of data entered into the system before the DRaaS backup to recreate any lost data between backups.
3. Incident Detection. County is responsible to notify CSI in the event of an incident of lost data and of any disaster and loss of access to Licensed Software data and images.
4. County is responsible for the restoration of the Licensed Software, System Software and hardware in the event of a disaster before CSI can provide DRaaS services.
5. County will provide CSI remote and secure access to the local Backup and production server that is operating the Licensed Software and System Software. CSI prefers a Virtual Private Network (VPN) access.
6. County is to provide the secure internet access or VPN capabilities to connect to the Cloud Access System.
7. County is to provide at least one County approved and secure personal computer to connect to the Cloud Access System.
8. Customer Responsibility for Security: The Customer acknowledges and agrees that it is solely responsible for implementing, maintaining, and updating adequate antivirus, malware, and ransomware protection measures for its systems, devices, and data used in connection with the Services. CSI shall not be liable for any damages, losses, or breaches arising from the Customer's failure to maintain such protections, including but not limited to data loss, system downtime, or unauthorized access caused by viruses, ransomware, or other malicious software.

VII. WARRANTIES AND LIMITATIONS

1. DRaaS services. CSI is not responsible for any cost or damage associated with any breach or hacking of the CSI Cloud Backup, Cloud Access System or any data stolen or accessed, the loss of use of the Backup, Licensed Software, System Software or any other resources, loss of business or

- profits, any loss of data, any third-party claims, or costs associated with a breach or hacking of the CSI Cloud Backup or Cloud Access System.
2. Ownership and Authority. CSI warrants that it has full power and authority to grant the rights granted by this Agreement to County with respect to Licensed Software, System Software and DRaaS services without the consent of any other person; and that neither the performance of services by CSI nor the license of and use by County of the Licensed Software will in any way constitute an infringement or other violation of any copyright, trade secret, trademark, patent, invention, proprietary information, nondisclosure or other rights of any third party.
 3. Warranties Not Affected by Lease. All representations, certifications, and warranties under this Agreement shall extend through and survive the term of any lease agreement entered into by County in conjunction with the Licensed Software, and services provided under this Agreement, notwithstanding any action by County to pledge, mortgage, or lease its interest, so long as the Licensed Software is properly possessed and used by County.
 4. CSI's Liability to the County for damages from any cause whatsoever and regardless of the form of an action, whether in contract or in tort, including negligence, hacking or breach of the CSI Cloud Backup shall not exceed the charges paid or payable for one (1) year of DRaaS that is the subject matter of or is directly related to the cause of action arose. This limitation will not apply to claims for personal injury or damage to real or tangible personal property caused by CSI's negligence.
 5. No action (whether in contract or in tort, including negligence) arising out of the performance of CSI under the Agreement may be brought by either party more than eighteen (18) months after the cause of action has arisen except an action for nonpayment may be brought within eighteen (18) months of the date of the last payment.
 6. In no event will CSI be liable for any cost or damage associated with the loss of use of the DRaaS Backup, Licensed Software, System Software or any other resources, for any lost data, loss of business or profits, any third-party claims, cost of substitute programs or any other special, indirect or consequential damages even if CSI has been advised of or should have known of the possibility of such damages or for any claim against the County by any other party. This includes the conversion by CSI of data from another system to the Licensed Software, conversion of existing data to new releases or enhancements of Licensed Software or any data transferred to Licensed Software whether provided by CSI or converted by CSI. CSI will take all reasonable precautions to ensure that the data is correct, but does not guarantee the accuracy of such data. County agrees to verify and take responsibility for all data contained in Licensed Software. CSI agrees to assist County in correcting any errors identified by County as a result of any conversion or transfer of data to the Licensed Software. Any errors as a result of the transfer or conversion of data to Licensed Software by County or County Representative are not the responsibility of CSI to correct. CSI may agree to assist County at CSI's then current hourly rate. CSI assumes no responsibility for obsolescence of the Licensed Software programs or documentation.
 7. The County agrees to indemnify and defend CSI for any claims by third parties which are occasioned by or arising from CSI's performances pursuant to instructions of the County including DRaaS services for County.
 8. In providing service, CSI does not assure uninterrupted operation of the Licensed Software and CSI is not responsible for failure to render services due to causes beyond its control or failure of the system software, hardware and/or equipment for which the Licensed Software is to function on.
 9. CSI makes no other representations or warranty express or implied with respect to any Licensed Software hereunder, including without limitation, any representation or warranty as to its merchantability or fitness for any intended use. CSI shall have no liability hereunder for any incidental or consequential damages arising out of this Agreement or out of the Licensed Software.
 10. THESE WARRANTIES ARE MADE TO AND FOR THE BENEFIT OF COUNTY ONLY. CSI MAKES NO OTHER WARRANTIES OF ANY KIND WHATEVER, EXPRESS OR IMPLIED AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEEDS THE WARRANTIES STATED ABOVE ARE HEREBY DISCLAIMED BY CSI AND EXCLUDED FROM THIS AGREEMENT.

VIII. SOFTWARE LICENSES, CONFIDENTIALITY AND MAINTENANCE

1. Licensed Software: In accordance with the terms herein, CSI hereby grants to County, and County accepts from CSI, a perpetual, nontransferable, nonexclusive license to use Licensed Software as

developed or otherwise delivered under the provisions of this Agreement. The Licensed Software license rights include only the executable versions. The Licensed Software shall be operated only at location(s) identified as County's Facility. County has the right to access or produce an ASCII file of the Licensed Software file layouts subject to the execution of an acceptable Non-Disclosure Agreement between CSI, County and any third-party agent of County. Any use of or access to the Licensed Software file layouts are confidential information and are subject to the executed Non-Disclosure Agreement and all confidentiality requirements detail in this Agreement. Workstations may be located elsewhere, provided that the Licensed Software reside in County's Facility. The Licensed Software license rights temporarily will be extended for use on backup equipment located other than in County's Facility for a reasonable period when County's computing equipment is not available. CSI shall at County's request provide to County any and all license agreements and/or warranties applicable to, whether or not County is a signatory thereto. CSI may provide to County upon request copies of all underlying software license under which CSI is granted right to sublicense hereunder.

2. **TITLE TO LICENSED SOFTWARE AND CONFIDENTIALITY AGREEMENT:** The Licensed Software licensed hereunder including Source Code, and file layouts and all copies thereof are proprietary to CSI and/or to its licensor, and title thereto remains in CSI or its licensor. All applicable rights to patents, copyrights, trademarks and trade secrets in the Licensed Software are and shall remain in CSI and/or its licensors except as provided herein. County shall not sell, transfer, publish, disclose, display or otherwise make available the Licensed Software, Source Code, file layouts or copies thereof to others except as provided herein. County agrees that during the term of license and thereafter, it will hold the Licensed Software, Source Code and file layouts in strict confidence, that it will not except as provided herein disclose or otherwise make the Licensed Software, Source Code and file layouts or any part thereof available to any third party including but not limited to accountants, attorneys, consultants, and other agents and servants in the course of County's business, and that it will take all reasonable steps and precautions to maintain the confidentiality of the Licensed Software, Source Code and file layouts. County further agrees that it will restrict use of the information provided hereunder solely to the field of use defined and granted in this Agreement, and will not use any information in tangible or intangible form which has been or may be delivered or disclosed to County or County's employees by CSI for the purpose of creating or attempting to create, or permitting others to create, the programs which operate the Licensed Software or any part of the Licensed Software except as may be permitted under this Agreement. Upon the termination of the Licensed Software license as detailed herein, County agrees to return to CSI all tangible portions of the Licensed Software, Source Code and file layouts together with all copies thereof at any time made by County.
3. **Maintenance.** CSI shall maintain the Licensed Software at no additional charge, subject to County paying for the CSI Premium Software Maintenance Agreement and this Agreement, so that it operates in conformity with all descriptions and specifications in the Agreement and remains in compliance with applicable statutes, rules, regulations or practices of the State of Michigan, State Board of Accounts or other competent authority. CSI shall perform such services in a timely and professional manner by qualified personnel and that the services and software shall conform to the standards generally observed in the industry for similar services and software.

IX. DEFAULT AND TERMINATION OF AGREEMENT

1. County shall be in default hereunder upon the occurrence of any of the following events: (1) if any sum of money owed by County hereunder is not paid when due and remains unpaid for a period of thirty (30) days or more after notice of default from CSI to County, unless CSI shall at the time be in default of this Agreement, (2) if any breach occurs of any provisions of the confidential disclosure agreement set forth herein, or (3) if any material breach by County occurs of any other term of this Agreement which is not cured by County within thirty (30) days after notice of such violation or failure has been given by CSI to County. County recognizes that said confidentiality is of considerable value to CSI and that in the event of any such default of the confidentiality or any other default, CSI shall have the option to at any time thereafter terminate this Agreement by giving notice of termination to County and thereupon all sums owed by County hereunder shall become immediately due and payable to CSI and CSI may proceed with any or all other appropriate remedies provided for by law.

2. CSI shall be in default hereunder in the event of (1) a breach by CSI of any warranty expressly set forth herein or a material breach by CSI of any other term or condition of this Agreement, and CSI shall fail to cure such breach within thirty (30) days after notice of such breach is given by County to CSI or (2) CSI makes an assignment for the benefit of creditors, or commences or have commenced against it any proceedings in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws. In addition to any other remedies available to the County as provided in this Agreement, thirty (30) days following such notice of breach from County, County shall be entitled to terminate this Agreement by giving notice of termination to CSI. County has the option of continuing use of the Licensed Software provided payment of the same.
3. Cancellation of Agreement. CSI or County may elect to cancel this Agreement prior to the expiration of the Agreement Term herein for any reason by providing written notice. In the event this Agreement is canceled or not renewed, CSI will entirely destroy and remove all data and images stored for the County in the CSI Cloud Backup. There will be **NO REFUNDS** or credits if County cancels the Agreement before the expiration of the one (1) year Agreement unless such cancellation by County is for just cause due to an uncured material breach of one or more of the terms of this Agreement by CSI in which case County shall receive a refund of any fees paid through the date of said breach.

X. GENERAL

1. This Agreement may be modified only by a written amendment duly signed by the authorized representative of both parties. Variances from the terms and conditions of this Agreement in any custom contract or other written notification will be of no effect.
2. Without the prior written consent of CSI, the County may not assign this Agreement. Any attempt by County to assign any of the rights or obligations of this Agreement without such consent is void.
3. If either party defaults in its obligation under this Agreement and the default continues for thirty (30) days after written notice thereof by the other party, this Agreement may be terminated by the other party without prejudice to any other remedy.
4. If either party on any occasion fails to perform any term of this Agreement, and the other party does not enforce that term, the failure to enforce on that occasion will not prevent enforcement on any other occasion.
5. In compliance with IC 22-5-1.7-11, CSI has enrolled in the USCIS E-Verify Program, Company ID #483133 to verify that all CSI new hires and all employees (existing and new) directly performing work under Federal contracts, are authorized to work in the United States.
6. CSI, its officers, employee, agents, contractors and its subcontractors, if any, comply with all laws of the United States, the State of Indiana and City and shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of his race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status and/or Vietnam-era veteran status. Breach of this covenant may be regarded as a material breach of this Contract.
7. Under Indiana law (I.C. 5-22-16.5), CSI its officers, employee, agents, contractors and its subcontractors, if any are not engaged in any investment activities in Iran.
8. Governing Law and Dispute Resolution. This Agreement will be governed by and construed in accordance with the laws of the State of Indiana. All disputes, controversies, or differences arising out of this Agreement or any breach thereof will be finally settled under the Arbitration Rules established by the Indiana Rules for Alternative Dispute Resolution then in effect. Costs of arbitration are to be divided equally between the parties and paid within thirty (30) days after the Arbitration evaluation, regardless of the outcome. The venue for the Arbitration is in Fishers, Indiana. The parties agree to be bound by the Arbitration decision on all issues and judgment on the award may be entered in any court of competent jurisdiction. All disagreements or controversies of any kind, whether claimed in tort, contract or otherwise, concerning this Agreement or any other matter whatsoever between the parties shall be brought within two (2) years after the occurrence of the disagreement or controversy.
9. Suspension and Debarment. CSI certifies the following:
 - A. By entering into this Contract that neither it nor its principals nor any of its contractors or subcontractors are presently debarred, suspended, proposed for debarment, declared

ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Applicant.

- B. That it will verify the state and federal suspension and debarment status for all contractors or subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. CSI shall immediately notify County if any contractor or subcontractor becomes debarred or suspended, and shall, at County's request, take all steps required by County to terminate its contractual relationship with the contractor or subcontractor for work to be performed under this Contract.

10. Any notices or communications shall be sent by first class mail and email to the following parties.

CSI - Computer Systems, Inc.
Attn: Kevin Cook, CEO
12975 Parkside Drive
Fishers, IN 46038
317-913-4160
kcook@computer-systems.com

Montgomery County, IN Recorder
Nancy Cox, Recorder
1580 Constitution Row
Crawfordsville, IN, 47933
765-364-6415
recorder@montgomerycounty.in.gov

XI. AGREEMENT EXECUTION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written below, and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

CSI: CSI - Computer Systems, Inc.



Kevin J. Cook
President
DATE: 10/6/2025

COUNTY: Montgomery County, IN Recorder

BY: _____ DATE: _____

MICROFILM SERVICES AGREEMENT

This Microfilm Services Agreement (hereinafter "Agreement") is between CSI - Computer Systems, Inc. (hereinafter "CSI"), and Montgomery County, IN Recorder (hereinafter "County"). CSI and County, as parties to the Agreement, hereby agree as follows:

I. DEFINITIONS

The following terms, as used herein shall have the following meanings:

1. "Archival," as this term applies to records maintained in electronic or Microfilm form, means that point at which a document is no longer subject to modification and is maintained to ensure reasonably its preservation.
2. "Back File Microfilm Service" means services from CSI to provide Microfilm Services for documents previously stored in Licensed Software or historical documents added to Licensed Software that are not new recordings.
3. "Base Microfilm Volume" and "Back File Microfilm Volume" means the commitment by Recorder of a specific volume of pages to be processed for Microfilm Services.
4. "Digital Image" means each page in an electronic multi-page TIFF file consisting of digital data, which, when reconstructed on a display screen, a hard copy print, or on microfilm, appears as the original Record.
5. "Frame" is one page of a Record that is numbered and transferred to a Microfilm Roll.
6. "Roll" is a series of frames that are put together on a single roll of Microfilm.
7. "Index" means descriptive locator information attached to a Digital Image or Microfilm that enables a requestor to identify the Record and retrieve it from the Licensed Software or Microfilm.
8. "ISO" means International Standards Organization.
9. "Licensed Software" means such software (in executable form), documentation, file layouts, and other tangible or intangible information included in CSI's Title 1 applications and related to the operation thereof which are the intellectual properties of CSI.
10. "Microfilm" means a photographic 16mm film containing an image greatly reduced in size from the original, or the process of generating microphotographs on film.
11. "Microfilm Services" means the services that create the microfilm from the Digital Images stored in CSI's Licensed Software.
12. "Recorder" means the constitutionally elected office of Recorder of the County, including staff.
13. "Record" has the meaning of all instruments submitted to the Recorder for recording and maintaining of those records for perpetuity in Licensed Software.
14. "Record Series" means a group of related Records, either as to form or content, which are arranged under a single filing system; are kept together as a unit because they consist of the same form, relate to the same subject, result from the same activity; or which have certain similar physical characteristics such as computer magnetic tapes or disks, or as microfilms.
15. "Specifications" means a set of requirements to be satisfied, and whenever appropriate, the procedure by which it may be determined whether the given requirements are satisfied.
16. "Standard" means a uniformly accepted set of specifications for a predefined norm. "ANSI/AIIM" means the American National Standards Institute and the Association for Information and Imaging Management. "CCITT" means the Consultative Committee on International Telegraphy and Telephony. Specific standards appear both by number and by name.
17. "Working Copy" refers to making an exact copy of the Digital Images Microfilmed and to be used for reference or communication by Recorder and public.

II. AGREEMENT TERM

1. The Agreement Term is effective only upon the execution by the parties and will continue for a term of one (1) year from the date herein. Thereafter, this Agreement must be renewed and either party may cancel this Agreement as detailed herein or elect not to renew this Agreement.
2. The Agreement Term shall commence on the date herein and shall remain in effect for a term of:
 - A. One Year Term
3. Agreement Term – January 1, 2026 through December, 31, 2026.

III. MICROFILM SERVICES & PRICING

1. Microfilm Services are priced based upon the Base Microfilm Volume of Digital Images of all Records Microfilmed in the contract year. The Agreement will establish a Base Microfilm Volume and an Agreement Term that will be reviewed annually to determine the actual number of pages Microfilmed. In the event the actual Microfilm Services volume of Digital Images exceeds the Base Microfilm Volume or Back File Microfilm Volume, there will be an additional charge for Microfilm Services for each Digital Image of a Record Microfilmed that exceeds these volumes. The cost for the additional Microfilm Services will be per the Base Microfilm Volume Overage and Back File Microfilm Volume Overage pricing herein and payment will be due upon receipt of invoice from CSI.
2. Microfilm Services Agreement Pricing:
 - A. One Year Term - \$2,080.00 per year for the Base Microfilm Volume.
 1. Base Microfilm Volume = 32,000 pages per year.
 2. Base Microfilm Volume Overage = \$0.09 per scanned page.
3. Back File Microfilm Service. CSI will provide Microfilm Services for Records previously stored in Licensed Software or historical Records added to Licensed Software that are not new recordings (e.g. Back File Microfilm Service). The prices for Back File Microfilm Services are based upon the Back File Microfilm Volume. Price and volume are as follows.
 - A. \$0.065 per scanned page for Back File Microfilm Volume less than 500,000 pages.
 - B. \$0.055 per scanned page for Back File Microfilm Volume of 500,000 pages or more.
4. Working Copy. Recorder may request an additional copy of the Microfilm created herein for a Working Copy. The cost for a Working Copy will be One Hundred Fifty and 00/100s dollars (\$150.00) per roll of Microfilm.

IV. PAYMENT TERMS

1. Payments for the Microfilm Services Agreement Term are due annually beginning January 1 of each calendar year and are to be paid in advance. CSI can prorate the annual payment to coincide with a January 1 to December 31 calendar year.
2. Back File Microfilm Service, Back File Microfilm Volume Overage, Base Microfilm Volume Overage and Working Copy are due upon completion of the services.
3. Cancellation of the Agreement is detailed herein. In the event this Agreement is canceled, CSI will produce a count of all the pages microfilmed for the Agreement Term herein then multiply this page count by \$0.05 cents per page to determine the amount of Microfilm Services for the Agreement Term (hereinafter "Cancellation Amount"). This Cancellation Amount will then be subtracted from the amount paid per this Agreement herein and if the amount paid per this contract is greater than the Cancellation Amount, this difference will be refunded to Recorder.
4. In the event fees for this Agreement become delinquent by more than sixty (60) days, this Agreement shall be suspended. CSI shall be entitled to all past due and current due charges plus interest at 1.5% per month plus collection and attorney fees.

V. CSI RESPONSIBILITIES

1. CSI will provide Microfilm Services per the Microfilm Standards herein for all Digital Images maintain by Licensed Software and for the pricing and term per the Agreement detailed herein.
2. CSI will provide Back File Microfilm Service per the Microfilm Standards herein on all historical (not new recordings) Digital Images added to Licensed Software. The Back File Microfilm Service is tracked and billed separately and will not count toward the annual Base Microfilm Volume.
3. CSI will provide all maintenance of Licensed Software as detailed in a separate agreement upon payment by Recorder of such maintenance fees.
4. CSI will put the Record Series numbers of the Digital Images Microfilmed on the first image of the Microfilm and on the label affixed to the Microfilm storage box.
5. Delivery of Microfilm. CSI will deliver the Microfilmed created per this Agreement to Recorder via postal delivery or delivery by CSI personnel.
6. Documentation. CSI will document the delivery of Microfilm that details the Roll or Frame numbers, Media, Start Instrument Number, End Instrument Number and number of Microfilmed Digital Images.

VI. RECORDER RESPONSIBILITIES

1. Archival. The Recorder shall be responsible for justification, legibility and proper archival of the Records on Microfilm per State and local requirements.

2. Verification. Recorder is responsible to perform all necessary means of verification of processed Microfilm images against the original Digital Image for completeness and legibility.
3. Confidential Records. Recorder will be responsible for the control and security of confidential Records converted to Microfilm (e.g. Armed Forces Discharge Record DD214).
4. Recorder will be responsible for all Record retention and destruction per State or Local requirements.
5. Microfilm Viewing. Recorder is responsible for providing the equipment necessary to view and/or print a Record on the Microfilm.
6. Microfilm Storage. Recorder is responsible for proper storage and security of the Microfilm delivered per this Agreement.
7. Recorder will provide CSI with remote and secure access to Licensed Software for extraction of Digital Images to be Microfilmed.

VII. MICROFILM STANDARDS

1. The purpose of these Microfilming standards is to create minimum legal, legibility, permanency standards for source Record Microfilm.
2. If a Standard is updated or superseded, the most current one applies to those records preserved after its effective date.
3. Microfilm Standards. The following Standards shall apply to Records Microfilmed per the Microfilm Services:
 - A. All Microfilm will be on 16mm. CSI can provide 35mm microfilm at an extra cost. Microfilm will be Simplex on a 100ft or 215ft roll at a reduction ratio ranging from 24 to 1 to 48 to 1. Duplex Microfilm requires a ratio of 40 to 1.
 - B. Raw stock microfilm shall meet the requirements of ANSI/AIIM MS23-1998 and be capable of an LE 500-year rating, be polyester based, and include an antihalation dye system to prevent light scattering and fogging.
 - C. The camera-generated master negative microfilm shall be silver-halide, silver-gelatin, meeting the permanency requirements of ISO 18917.
 - D. Camera-generated negatives will be processed according to ISO 18917.
 - E. Residual thiosulfate on the film will be measured periodically using the methylene blue test and meet ANSI/AIIM MS23-1998.
 - F. In addition to the Microfilm created herein, which is an Archival copy, CSI may create a Working Copy of the Microfilm. The Working Copy will be on silver, diazo, vesicular, dry silver, or transparent electro-photograph film, on a safety base of cellulose ester or polyester material.

VIII. WARRANTIES AND LIMITATIONS

1. Microfilm Services. CSI warrants that the Microfilm furnished hereunder shall be free from defects in workmanship and materials for a period of ninety (90) days from date that Microfilm is delivered. CSI is not responsible for any cost or damage associated with any defects or errors in Microfilming after the ninety (90) day warranty period, the loss of use of the Microfilm, Licensed Software, or any other resources, loss of business or profits, any loss of data, any third-party claims, or costs of substitute programs.
2. Ownership and Authority. CSI warrants that it has full power and authority to grant the rights granted by this Agreement to Recorder with respect to Licensed Software and Microfilm Services without the consent of any other person; and that neither the performance of services by CSI nor the license of and use by Recorder of the Licensed Software will in any way constitute an infringement or other violation of any copyright, trade secret, trademark, patent, invention, proprietary information, nondisclosure or other rights of any third party.
3. Warranties Not Affected by Lease. All representations, certifications, and warranties under this Agreement shall extend through and survive the term of any lease agreement entered into by Recorder in conjunction with the Licensed Software, and services provided under this Agreement, notwithstanding any action by Recorder to pledge, mortgage, or lease its interest, so long as the Licensed Software is properly possessed and used by Recorder.
4. CSI's Liability to the Recorder for damages from any cause whatsoever and regardless of the form of an action, whether in contract or in tort, including negligence shall not exceed the charges paid or payable for one (1) year of maintenance that is the subject matter of or is directly related to the



applicable rights to patents, copyrights, trademarks and trade secrets in the Licensed Software are and shall remain in CSI and/or its licensors except as provided herein. Recorder shall not sell, transfer, publish, disclose, display or otherwise make available the Licensed Software, Source Code, file layouts or copies thereof to others except as provided herein. Recorder agrees that during the term of license and thereafter, it will hold the Licensed Software, Source Code and file layouts in strict confidence, that it will not except as provided herein disclose or otherwise make the Licensed Software, Source Code and file layouts or any part thereof available to any third party including but not limited to accountants, attorneys, consultants, and other agents and servants in the course of Recorder's business, and that it will take all reasonable steps and precautions to maintain the confidentiality of the Licensed Software, Source Code and file layouts. Recorder further agrees that it will restrict use of the information provided hereunder solely to the field of use defined and granted in this Agreement, and will not use any information in tangible or intangible form which has been or may be delivered or disclosed to Recorder or Recorder's employees by CSI for the purpose of creating or attempting to create, or permitting others to create, the programs which operate the Licensed Software or any part of the Licensed Software except as may be permitted under this Agreement. Upon the termination of the Licensed Software license as detailed herein, Recorder agrees to return to CSI all tangible portions of the Licensed Software, Source Code and file layouts together with all copies thereof at any time made by Recorder.

3. Maintenance. CSI shall maintain the Licensed Software at no additional charge, subject to Recorder paying for the CSI Premium Software Maintenance Agreement and this Agreement, so that it operates in conformity with all descriptions and specifications in the Agreement and remains in compliance with applicable statutes, rules, regulations or practices of the State of Indiana, State Board of Accounts or other competent authority. CSI shall perform such services in a timely and professional manner by qualified personnel and that the services and software shall conform to the standards generally observed in the industry for similar services and software.

X. DEFAULT AND TERMINATION OF AGREEMENT

1. Recorder shall be in default hereunder upon the occurrence of any of the following events: (1) if any sum of money owed by Recorder hereunder is not paid when due and remains unpaid for a period of thirty (30) days or more after notice of default from CSI to Recorder, unless CSI shall at the time be in default of this Agreement, (2) if any breach occurs of any provisions of the confidential disclosure agreement set forth herein, or (3) if any material breach by Recorder occurs of any other term of this Agreement which is not cured by Recorder within thirty (30) days after notice of such violation or failure has been given by CSI to Recorder. Recorder recognizes that said confidentiality is of considerable value to CSI and that in the event of any such default of the confidentiality or any other default, CSI shall have the option to at any time thereafter terminate this Agreement by giving notice of termination to Recorder and thereupon all sums owed by Recorder hereunder shall become immediately due and payable to CSI and CSI may proceed with any or all other appropriate remedies provided for by law.
2. CSI shall be in default hereunder in the event of (1) a breach by CSI of any warranty expressly set forth herein or a material breach by CSI of any other term or condition of this Agreement, and CSI shall fail to cure such breach within thirty (30) days after notice of such breach is given by Recorder to CSI or (2) CSI makes an assignment for the benefit of creditors, or commences or have commenced against it any proceedings in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws. In addition to any other remedies available to the Recorder as provided in this Agreement, thirty (30) days following such notice of breach from Recorder, Recorder shall be entitled to terminate this Agreement by giving notice of termination to CSI. Recorder has the option of continuing use of the Licensed Software provided payment of the same.
3. Cancellation of Agreement – CSI or Recorder may elect to cancel this Agreement prior to the expiration of the Agreement Term herein for any reason by providing written notice. Upon the date of receipt by the other party of the written cancellation notice, CSI will calculate the Cancellation Amount detailed herein.

XI. GENERAL

1. This Agreement may be modified only by a written amendment duly signed by the authorized representative of both parties. Variances from the terms and conditions of this Agreement in any custom contract or other written notification will be of no effect.



XII. AGREEMENT EXECUTION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written above, and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

CSI: CSI - Computer Systems, Inc.

COUNTY: Montgomery County, IN Recorder



Kevin J. Cook, President
DATE: 10/6/2025

BY: _____

NAME: _____

TITLE: _____

DATE: _____

CSI - Computer Systems, Inc.
Premium Software Support Agreement
Montgomery County, IN Recorder

This Premium Software Support Agreement (hereinafter "Agreement") is made and entered into between CSI - Computer Systems, Inc. (CSI) and the Board of Commissioners of Montgomery County, IN (County). CSI and County, as parties to the Agreement, hereby agree as follows:

1. AGREEMENT TERM AND DEFINITION

- A. This Agreement is effective only upon execution by the parties and will continue for a term of (1) year beginning 1/1/2026 and ending 12/31/2026. Thereafter, this Agreement shall be automatically renewed for successive one-year terms at CSI's annual Premium Software Support Agreement fee in effect at the time of renewal. Either party may elect not to renew this Agreement by providing the other with written notice on or before ninety (90) days prior to the expiration of the Agreement.
- B. Licensed Software - means such software (in executable form), documentation, file layouts and other tangible or intangible information included in CSI's applications and related to the operation thereof which are the intellectual properties of CSI. Licensed Software includes the modules listed in Section 9 herein.
- C. New Modules - refers to the end result of additions to Licensed Software that may result if due to the complexity of state statute changes; changes that may change the substance of the basic function of the Licensed Software; or create one or more new functions outside the scope of the basic functionality of the existing Licensed Software and which is marketed as a separate standalone product by CSI.
- D. System Software - means such software, documentation and other tangible or intangible information constituting the network server or personal computer operating system software packages, database development software, word processing, ad hoc report writer software, or any other non-CSI developed software; and related to the operation thereof as have been licensed to CSI, or others for redistribution and sublicensing and as have been or are hereafter delivered or disclosed by CSI to County or County's employees.
- E. Source Code - means the copyright protected Licensed Software programs as written and developed by CSI used for input to a compiler, written in a source language used to produce the object code which is then executable machine code for the Licensed Software. Source code also includes all shell scripts; batch files or other programs used in the execution and production of Licensed Software.

2. CSI'S LICENSED SOFTWARE RESPONSIBILITIES

- A. Software License - CSI hereby grants County, and County accepts from CSI, a non-perpetual, nontransferable, nonexclusive license to use Licensed Software as developed or otherwise delivered. The Licensed Software license rights include only the executable versions of the software listed in Section 9. Licensed Software license rights temporarily will be extended for use on backup equipment.
- B. For the charges stated in this Agreement, CSI will furnish the following services under the terms and conditions of this Agreement to maintain the Licensed Software as listed below:
 - 1. Provide all changes to Licensed Software mandated by State statute, rules, regulations or practices of the State of Indiana, the Supreme Court of Indiana, the State Board of Accounts or other competent authority unless such changes constitute New Modules.
 - 2. Updates, enhancements, bug fixes or new releases (and installation thereof) to Licensed Software that are not New Modules. This does NOT include any upgrades or new purchase of the System Software necessary to run the updates, enhancements or new releases.
 - 3. Unlimited telephone support for the Licensed Software. This does NOT include operating system, database development software, system administration, word processing and/or other non-CSI application software.
 - 4. During the term of this Agreement, CSI shall correct the Licensed Software necessary to remedy any errors or defects which are attributed to Licensed Software. Such corrections shall be promptly accomplished after County has identified and notified CSI of any such error in accordance with reasonable procedures agreed between the parties. If it is determined that a non-critical bug exists in the Licensed Software for which a reasonable work around is available, CSI may at its discretion implement the fix in a subsequent release of the Licensed Software covered by Section 2 (B)(2) above.
 - 5. Programming time necessary to repair defects in the Licensed Software caused by hardware

CSI - Computer Systems, Inc.
Premium Software Support Agreement
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failure. See Section 5 for Service Limitations.

3. SERVICE AVAILABILITY PERIOD

- A. CSI will provide the services as outlined in this Agreement for the period of 8:00 a.m. to 5:00 p.m. Eastern Standard, Monday through Friday, excluding Weekends and Holidays.
- B. County may request services from CSI outside the time period in 3 (A) above and County agrees to pay for such services at CSI's then applicable rates and terms.

4. COUNTY RESPONSIBILITIES

- A. County will use the Licensed Software according to the CSI operating manuals and specifications.
- B. **TITLE TO LICENSED SOFTWARE AND CONFIDENTIALITY AGREEMENT:** The Licensed Software licensed hereunder and all copies thereof are proprietary to CSI, and title thereto remains in CSI. All applicable rights to patents, copyrights, trademarks and trade secrets in the Licensed Software are and shall remain in CSI except as provided herein. County shall not sell, transfer, publish, disclose, display or otherwise make available the Licensed Software or copies thereof to others except as provided herein. County agrees that during the term of license and thereafter, it will hold the Licensed Software in strict confidence, that it will not except as provided herein disclose or otherwise make the Licensed Software or any part thereof available to any third party other than accountants, attorneys, consultants, and other agents and servants in the course of County's business or as required by Indiana law or court order, and that it will take all reasonable steps and precautions to maintain the confidentiality of the Licensed Software. County further agrees that it will restrict use of the information provided hereunder solely to the field of use, and will not use any information in tangible or intangible form which has been or may be delivered or disclosed to County or County's employees by CSI for the purpose of creating or attempting to create, or permitting others to create, the programs which operate the Licensed Software or any part of the Licensed Software except as may be permitted under this Agreement. Upon the termination of the Licensed Software license, County agrees to return all tangible portions of the Licensed Software together with all copies thereof at any time made by County to CSI.
- C. County will promptly notify CSI of Licensed Software failure or malfunction and allow CSI full, free and safe access to the Licensed Software either via remote access or on-site access.
- D. The County shall not copy or reproduce in any form whatsoever the Licensed Software without the express written permission of CSI; with the exception of making copies for backup purposes only.
- E. County shall install and maintain for the duration of this agreement at a minimum a secured connection to their server (preferably a VPN connection) and an associated internet connection to a Workstation. County shall pay for the installation, maintenance and use of such equipment and associated use charges. CSI, at its option, shall use this connection for error correction, updates and new releases.
- F. **RIGHTS IN CHANGES AND EXTENSIONS:** County shall not make or allow others to make any changes or extensions to the Licensed Software or System Software during the term of this Agreement or thereafter, and CSI may or may not support and maintain any such changes or extensions. If County receives the Source Code as a result of default by CSI under a Source Code Escrow Agreement, if applicable, or County has purchased the Licensed Software Source Code, County may make changes and extensions to the Licensed Software subject to the terms and conditions of CSI's Source Code Escrow Agreement and/or Source Code Purchase Agreement. If County produces any changes or extensions to the Licensed Software or System Software, County does hereby indemnify and shall hold harmless (including reasonable attorney fees) CSI, its officers and employees (referred to individuals as the "Indemnified Party") against all liability to third parties (other than liability solely the fault of the Indemnified Party) arising from the negligence of County or its agents, including (but not limited to) the violation of any third party's trade secrets, proprietary information, trademark, copyright, or patent rights in connection with the change or extension made by County to Licensed Software or System Software. County may, at its option, conduct the defense in any such third-party action arising as described herein and CSI promises fully to cooperate with such defense. This indemnification is limited to the Licensed Software and System Software delivered to County.
- G. **TERMINATION:** In the event of any termination of this Agreement, if County doesn't procure a

CSI - Computer Systems, Inc.
Premium Software Support Agreement
Montgomery County, IN Recorder

separate CSI Software License Agreement to use Licensed Software, County shall immediately at County expense (1) delete or destroy Licensed Software in whole or in part, in County's possession or control including any and all copies thereof from all computer systems, cloud systems and backups, (2) cease using, or permitting to be used, the Licensed Software and any adaptation, modification, derivation or translation thereof and return or destroy any associated documentation, including but not limited to manuals, guides, and other materials provided to County by CSI (collectively, the "Materials"). County shall provide written certification, signed by an authorized office holder of County, confirming to CSI that no copies of the Licensed Software are retained by or transferred to any third party, including but not limited to competitors of CSI. If Materials are not returned to CSI but are destroyed, County must provide with written certification, signed by an authorized office holder of County, confirming to CSI that all Materials have been destroyed. Any termination or expiration of this Agreement shall not relieve County from its liability for payment of the Software License fee and shall not prejudice the right to recover any sums due or accrued at the time of such termination or expiration (including the full amount of the License Software fee) and shall not prejudice any cause of action or claim accrued or to accrue on account of any breach or default. Failure to comply with the obligations set forth in this section constitutes a material breach of this Agreement. In the event of non-compliance, County acknowledges that CSI may suffer irreparable harm and shall be entitled to seek all available legal and equitable remedies, including but not limited to injunctive relief, damages, and reasonable attorney's fees and costs. County further acknowledges that unauthorized use, retention, or transfer of the Licensed Software or Materials may result in civil and/or criminal penalties under applicable law, including but not limited to intellectual property laws.

5. SERVICE LIMITATIONS

A. The Premium Software Agreement does not include the following:

1. Maintaining any non-CSI approved or produced changes, extensions, modifications or alterations to Licensed Software whether or not County has the rights to make such changes. Any changes, extensions, modifications or alterations to the Licensed Software by County that causes a malfunction of program execution within Licensed Software, incompatibility with other components of Licensed Software, or loss of intended functionality of Licensed Software, including State mandated functionality, is the sole responsibility of County. If CSI is required to correct such malfunction or such changes cause CSI additional work to support the Licensed Software, CSI will charge County at CSI's then current rates for programming services. CSI is not responsible for errors to County produced changes as a result of CSI produced changes per Section 2 (B).
2. CSI does NOT guarantee the frequency or number of updates, enhancements or new releases that are not mandated changes per Section 2 (B) (1).
3. Installing, reinstalling or moving Licensed Software connected with the relocation of or onto new Hardware or tampering by persons or organizations other than CSI.
4. Accuracy or usability of County performed backup. Any expense related to any reconstruction of data from backup media, hard disk drive, or corrective action to restore all Licensed Software and data due to faulty media, tape backup failure or improper backup procedures are the responsibility of the County.
5. Catastrophes or causes external to the Licensed Software such as but not limited to computer viruses, acts of God, acts of war, terrorism, accident, fire, and/or water damage.
6. Fault or negligence of County and improper use or misuse of Licensed Software.
7. Failure, instability or unsuitability of hardware not approved and tested by CSI.
8. CSI assumes no responsibility for obsolescence of documentation.
9. This agreement does NOT include the training nor retraining of County staff for new releases, enhancements or new modules. Nor does this agreement cover CSI's time to assist the County staff in areas outside the scope of Licensed Software support. (Examples include bookkeeping, bank reconciliation, quarterly statistics etc.).
10. Conversion of third-party data to or from Licensed Software.
11. Licensed Software maintenance does NOT include System Software (Operating System, Database Software, Communication Software) or any non-CSI developed software.

CSI - Computer Systems, Inc.
Premium Software Support Agreement
Montgomery County, IN Recorder

- B. Upon request by County, services excluded in this section may be provided by CSI and County agrees to pay for such additional services at CSI's then applicable rates and terms.

6. CHARGES AND PAYMENTS

- A. The charges can, by consent of CSI, be invoiced monthly, quarterly or annually in advance based upon the payment plan specified. The County agrees to pay the invoiced charges in advance by the due date of the stated coverage. Any Agreement to be invoiced monthly or quarterly will be charged an additional ten (10) percent of the annual amount for bookkeeping charges.
- B. The County agrees to pay amounts equal to any taxes resulting from this Agreement and any activities hereunder, exclusive of taxes based on CSI's net income. If County is tax exempt, County shall provide CSI any information necessary to document this tax-exempt status.
- C. CSI may adjust any charges from time to time to correspond with CSI's then current rate. Adjustments will be effective on the first date of renewal of Agreement as specified in Section 1, if any. Charges for any Licensed Software added to this Agreement will be at the then current rate.
- D. **There will be NO REFUNDS or credits if County cancels the Agreement before the expiration of the one (1) year Agreement unless such cancellation is the result of a breach of this contract by CSI of Section 8 herein.**
- E. In the event Software License fees for this Agreement become delinquent by more than sixty (60) days, this Agreement shall be suspended. CSI shall be entitled to all past due and current due charges plus interest and attorney fees.

7. LIMITATION OF LIABILITY

- A. CSI's Liability to the County for damages from any cause whatsoever and regardless of the form of an action, whether in contract or in tort, including negligence shall not exceed the charges paid or payable for one (1) year of maintenance that is the subject matter of or is directly related to the cause of action arose. This limitation will not apply to claims for personal injury or damage to real or tangible personal property caused by CSI's negligence.
- B. No action (whether in contract or in tort, including negligence) arising out of the performance of CSI under the Agreement may be brought by either party more than twenty-four (24) months after the cause of action has arisen except an action for nonpayment may be brought within eighteen (18) months of the date of the last payment.
- C. In no event will CSI be liable for any cost or damage associated with the loss of use of Licensed Software or any other resources, for any lost data, loss of business or profits, any third-party claims, cost of substitute programs or any other special, indirect or consequential damages even if CSI has been advised of or should have known of the possibility of such damages or for any claim against the County by any other party. This includes the conversion by CSI of data from another system to the Licensed Software, conversion of existing data to new releases or enhancements of Licensed Software or any data transferred to Licensed Software whether provided by CSI or converted by CSI. CSI will take all reasonable precautions to ensure that the data is correct, but does not guarantee the accuracy of such data. County agrees to verify and take responsibility for all data contained in Licensed Software. CSI agrees to assist County in correcting any errors identified by County as a result of any conversion or transfer of data to the Licensed Software. Any errors as a result of the transfer or conversion of data to Licensed Software by County or County Representative are not the responsibility of CSI to correct. CSI may agree to assist County at CSI's then current hourly rate. CSI assumes no responsibility for obsolescence of the Licensed Software programs or documentation.
- D. The County agrees to indemnify and defend CSI for any claims by third parties which are occasioned by or arising from CSI's performances pursuant to instructions of the County including customized programming modifications for County.
- E. In providing service, CSI does not assure uninterrupted operation of the Licensed Software and CSI is not responsible for failure to render services due to causes beyond its control or failure of the System Software, hardware and/or equipment for which the Licensed Software is to function on.
- F. CSI makes no other representations or warranty express or implied with respect to any Licensed Software hereunder, including without limitation, any representation or warranty as to its merchantability or fitness for any intended use. CSI shall have no liability hereunder for any

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incidental or consequential damages arising out of this Agreement or out of the Licensed Software.

8. GENERAL

- A. This Agreement may be modified only by a written amendment duly signed by the authorized representative of both parties. CSI may adjust charges pursuant to Section 6 (C) in the absence of any contract to the contrary. Variances from the terms and conditions of this Agreement in any custom contract or other written notification will be of no effect.
- B. Without the prior written consent of CSI, the County may not assign this Agreement. Any attempt by County to assign any of the rights or obligations of this Agreement without such consent is void.
- C. If either party defaults in its obligation under this Agreement and the default continues for thirty (30) days after written notice thereof by the other party, this Agreement may be terminated by the other party without prejudice to any other remedy.
- D. If either party on any occasion fails to perform any term of this Agreement, and the other party does not enforce that term, the failure to enforce on that occasion will not prevent enforcement on any other occasion.
- E. In compliance with IC 22-5-1.7-11, CSI has enrolled in the USCIS E-Verify Program, Company ID #483133 to verify that all CSI new hires and all employees (existing and new) directly performing work under Federal contracts, are authorized to work in the United States.
- F. CSI, its officers, employee, agents, contractors and its subcontractors, if any, comply with all laws of the United States, the State of Indiana and City and shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of his race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status and/or Vietnam-era veteran status. Breach of this covenant may be regarded as a material breach of this Contract.
- G. Under Indiana law (I.C. 5-22-16.5), CSI its officers, employee, agents, contractors and its subcontractors, if any are not engaged in any investment activities in Iran.
- H. Governing Law and Dispute Resolution. This Agreement will be governed by and construed in accordance with the laws of the State of Indiana. All disputes, controversies, or differences arising out of this Agreement or any breach thereof will be finally settled under the Arbitration Rules established by the Indiana Rules for Alternative Dispute Resolution then in effect. Costs of arbitration are to be divided equally between the parties and paid within thirty (30) days after the Arbitration evaluation, regardless of the outcome. The venue for the Arbitration is in Fishers, Indiana. The parties agree to be bound by the Arbitration decision on all issues and judgment on the award may be entered in any court of competent jurisdiction. All disagreements or controversies of any kind, whether claimed in tort, contract or otherwise, concerning this Agreement or any other matter whatsoever between the parties shall be brought within two (2) years after the occurrence of the disagreement or controversy.
- I. Suspension and Debarment. CSI certifies the following: By entering into this Contract that neither it nor its principals nor any of its contractors or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Applicant. That it will verify the state and federal suspension and debarment status for all contractors or subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. CSI shall immediately notify County if any contractor or subcontractor becomes debarred or suspended, and shall, at County's request, take all steps required by County to terminate its contractual relationship with the contractor or subcontractor for work to be performed under this Contract.

9. LICENSED SOFTWARE

- A. The Licensed Software Modules to be covered by this Agreement are detailed per Attachment A.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written above, and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

CSI: CSI - Computer Systems, Inc.

COUNTY: Board of Commissioners of Montgomery County, IN



Kevin J. Cook, President
Date: 06/24/2025

BY: _____

DATE: _____

BY: _____

DATE: _____

BY: _____

DATE: _____

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**ATTACHMENT A
LICENSED SOFTWARE MODULES**

2026 Rate

Title 1	\$15,120.00
Title 1 Imaging	\$2,880.00
TOTAL	\$18,000.00

CSI - Computer Systems, Inc.
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This System Support Agreement (hereinafter "Agreement") is made and entered between CSI - Computer Systems, Inc. (hereinafter "CSI") and the Board of Commissioners of Montgomery County, IN County (hereinafter "Customer"). CSI and Customer, as parties to the Agreement, hereby agree as follows:

I. CONTRACT TERM AND DEFINITION

1. *Term* - This Agreement is effective only upon execution by the parties and will continue for a term of (1) year beginning January 1, 2026 and ending December 31, 2026. Thereafter, this Agreement shall be automatically renewed for successive one-year terms at CSI's annual System Support Agreement fee in effect at the time of renewal. Either party may elect not to renew this Agreement by providing the other with written notice on or before ninety (90) days prior to the expiration of the Agreement.
2. *Server Operating System* - refers to software that interacts and manages the application software during the use of the file server. CSI will be responsible for items that strictly involve the Server Operating System if the server is a CSI Hosted Server. If the Server Operating System is not on a CSI Hosted Server then CSI will not be responsible for the items that strictly involve the Server Operating System.
3. *Licensed Software* - refers to the refers to software (in executable form), documentation, file layouts and other tangible or intangible information related to the operation thereof which are the intellectual properties of CSI.
4. *Workstation Operating Software* - Refers to Microsoft, Inc.'s Windows Software applications, any terminal emulation or Workstation application software utilized by CSI on Customer personal computer.
5. *Customer Purchased Software* - Refers to software applications purchased by Customer for use on the file server or personal computer which has not been purchased from CSI.
6. *Database* - refers to the software including executable software, documentation and other tangible or intangible information included in the Microsoft SQL Server TM or PostgreSQLTM application software and related to operation thereof. PostgreSQL is not owned by any developer and is available as shareware open-source software.
7. *Hosted Server* - Refers to the computer server that operates the Licensed Software and that is managed and maintained by CSI for Customer.

II. PRICING AND PAYMENTS

1. The Pricing for this Agreement is \$6,740.00 annually.
2. The cost for this Agreement can, by consent of CSI, be invoiced monthly, quarterly or semi annually in advance based upon the payment plan specified. The Customer agrees to pay the invoiced charges in advance by the due date of the stated coverage. Any request by Customer to be invoiced monthly or quarterly will be charged an additional ten (10) percent of the annual amount for bookkeeping charges.
3. The Customer agrees to pay any taxes resulting from this Agreement and any activities hereunder, exclusive of taxes based on CSI gross income. If Customer is tax-exempt, Customer will provide CSI any information necessary to document this tax-exempt status.
4. CSI may adjust any charges from time to time to correspond with CSI's then current rate. Adjustments will be effective the first date of renewal of Agreement as specified in Section I. Charges for any new software or software user license upgrade will be added to this Agreement at the then current rate and will be prorated for remaining term of this Agreement.
5. There will be **NO REFUNDS or credits** if Customer cancels the Agreement before the expiration of the one (1) year Agreement unless such cancellation is the result of a breach of this contract by CSI per Section VIII herein.

III. CSI'S RESPONSIBILITIES

1. *Response Time* - CSI guarantees to respond to a call for support within (2) hours of the notification of the problem by the customer per the Service Availability period as detailed in Section III herein.

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2. *System Tuning of the File Server to Maximize Resources* - This involves diagnosis of the Server Operating system via reports available in the core operating system. Adjustments will be made to provide peak performance given the available resources. Situations may occur that require additional resources be provided to accommodate the Server Operating System. The cost of additional resources and related installation, if required, will be provided by the Customer. Examples of additional resources are more system RAM, additional hard disk space, upgraded user licenses, etc. CSI will be responsible for demonstrating the need for these resources, but not providing or installing these resources unless contracted separately by Customer. In the event the additional resources need to be configured for the Server Operating System to utilize them, CSI will configure the items provided these additional resources are approved by CSI for appropriate use in the system.
3. *Disaster Recovery Services* - CSI will reload the most recent successful Customer created backup from the CSI Hosted Server and if applicable the Server Operating System and/or Database software to the repaired file server. The responsible party for the hardware should make sure the system is restored to full running condition prior to any CSI services. CSI is not responsible for improper or failed backup or hardware in the system unless contracted for separately by the Customer. Data will be reloaded from the Customer performed backup media to the repaired server.
4. *Telephone and Remote Access Support* - Telephone and remote access support of the Server Operating System is provided during the specified hours of the Agreement as detailed herein.
5. *Reloading or Reconfiguring* - CSI will reload or reconfigure the Server Operating System on the existing file server in the event of a software malfunction. Also, CSI will reload or reconfigure the Customer Purchased Software, if applicable.

IV. SERVICE AVAILABILITY PERIOD

1. CSI will provide the services as outlined in this Agreement for the period of 8:00 a.m. - 5:00 p.m. Eastern Standard Time, Monday through Friday, excluding Weekends and Holidays.
2. Discounted hourly rate of \$85.00 per hour (normal billing rate is \$150.00 per hour) for any service by CSI not covered under this Agreement. This rate is for service done during normal business hours per III (1) above.
3. The Customer may request services from CSI outside the time period in III (1) above and Customer agrees to pay for such services at CSI's rates as follows:
 - A. Weekend/After Hours - \$127.50 per hour (versus \$225.00 per hour).
 - B. Holidays - \$170.00 per hour (versus \$300.00 per hour).

V. CUSTOMER RESPONSIBILITIES

1. The Customer will provide CSI remote access capabilities to the Server and Workstation (e.g. Prefer VPN, secure Internet, etc.).
2. The Customer will use the Server Operating System, Workstation Operating Software, Licensed Software, Customer Purchased Software and Database according to the terms and conditions of the Manufacturer agreement posted on all software packages loaded on the file server.
3. The Customer will be responsible for all data and proper backup and safeguard of data and programs. **THIS INCLUDES SAFEGUARDS TO DATA AND PROGRAMS PRIOR TO WORK PERFORMED BY CSI PERSONNEL.**
4. The Customer will promptly notify CSI of the Server Operating System, Workstation Operating Software, Licensed Software, Customer Purchased Software and Database failure or malfunction and allow CSI full, free and safe access to the file server either via a remote access connection or on-site access.
5. The Customer will not copy or reproduce in any form whatsoever the Server Operating System, Workstation Operating Software, Licensed Software, Customer Purchased Software and Database without the express written permission of the Manufacturer, with the exception of making copies for backup purposes only.
6. The Customer agrees to be responsible for all proper software licenses per Manufacturer's license agreement for all Server Operating System, Workstation Operating Software, Licensed Software,

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Customer Purchased Software and Database loaded on the file server or personal computer, whether loaded by CSI or not.

7. Customer Responsibility for Security: The Customer acknowledges and agrees that it is solely responsible for implementing, maintaining, and updating adequate antivirus, malware, and ransomware protection measures for its systems, devices, and data used in connection with the Services. CSI shall not be liable for any damages, losses, or breaches arising from the Customer's failure to maintain such protections, including but not limited to data loss, system downtime, or unauthorized access caused by viruses, ransomware, or other malicious software.

VI. SERVICE LIMITATIONS

1. The System Support Agreement does not include the following:
 - A. Maintaining any modifications, tampering, alterations to the Server Operating System, Workstation Operating Software, Licensed Software, Customer Purchased Software and Database that are not performed or approved by CSI.
 - B. Installing, configuring and loading of Customer Purchased Software applications now and subsequently purchased by Customer.
 - C. This Agreement does NOT include providing the updates, enhancements, user license increases, or new releases to the Server Operating System, Workstation Operating Software, Licensed Software, Customer Purchased Software and Database.
 - D. This Agreement does NOT include on-site Workstation Operating Software or Customer Purchased Software support, reload, reconfigure or data restore.
 - E. Installing, or moving the Server Operating System, Workstation Operating Software or Customer Purchased Software connected with the relocation to new hardware.
 - F. Accuracy or usability of Customer performed backup. Any expense related to any reconstruction of data from backup media, hard disk drive, or corrective action to restore data due to faulty media, hard drive, tape backup failure or improper backup procedures are the responsibility of the Customer.
 - G. Catastrophic or cause external to the Server Operating System, Workstation Operating Software, Licensed Software, Customer Purchased Software and Database such as but not limited to computer viruses, ransomware, computer hacking, acts of God, acts of war, terrorism, accident, fire, and/or water damage.
 - H. Fault or negligence of Customer and improper use or misuse of the Server Operating System, Workstation Operating Software, Licensed Software, Customer Purchased Software and Database.
 - I. Failure, instability or unsuitability of hardware not approved or supported by CSI.
 - J. CSI assumes no responsibility of obsolescence of the Workstation Operating Software, Server Operating System, Database and any documentation.
 - K. This Agreement does NOT include the training or retraining of Customer staff for new releases, enhancements, new modules or conversion of data.
 - L. Repair and maintenance of the network hardware and peripherals.
2. Upon request by Customer, services excluded in this section may be provided by CSI and Customer agrees to pay for such additional services at the discounted rate detailed in Section III (2) or as separately provided by a contract with CSI for hardware maintenance.

VII. LIMITATION OF LIABILITY

1. CSI's liability to the Customer for damages from any cause whatsoever and regardless of the form of an action, whether in contract or in tort, including negligence will not exceed the charges paid or payable for one (1) year of maintenance that is the subject matter of or is directly related to the cause of action arose. This limitation will not apply to claims for personal injury or damage to real or tangible personal property caused by CSI's negligence.
2. In no event will CSI be liable for any cost or damage associated with the loss of use of the Server Operating System, Workstation Operating Software, Licensed Software, Customer Purchased Software and Database

3.

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or any other resources, for any lost data, loss of business or profits, any third party claims, cost of substitute programs or any other special, indirect or consequential damages even if CSI has been advised of or should have known of the possibility of such damages or for any claim against the Customer by any other party. This includes the reinstallation by CSI of data and application programs from the Customer performed backup to the file server or any data transferred to the file server whether provided by CSI or restored by CSI.

3. CSI will take all reasonable precautions to ensure that the data is correct, but does not guarantee the accuracy of such data. The Customer agrees to verify and take responsibility for all data. Any errors as a result of the restoration or transfer of data to the file server by CSI, Customer or Customer's representative are not the responsibility of CSI to correct. CSI may agree to assist Customer at CSI's then current hourly rate.
4. The Customer agrees to indemnify and defend CSI for any claims by third parties which are occasioned by or arising from CSI's performances pursuant to instructions of the Customer including customized programming modifications for Customer.
5. In providing service, CSI does not assure uninterrupted operation of the Server Operating System, Workstation Operating Software, Licensed Software, Customer Purchased Software and Database and CSI is not responsible for failure to render services due to causes beyond its control or failure of the hardware and equipment for which the Server Operating System, Workstation Operating Software, Licensed Software, Customer Purchased Software and Database is to function on.
6. CSI makes no other representations or warranty, express or implied with respect to any Server Operating System, Workstation Operating Software, Licensed Software, Customer Purchased Software and Database hereunder, including without limitation, any representation or warranty as to its merchantability or fitness for any intended use. CSI will have no liability hereunder for any incidental or consequential damages arising out of this Agreement. No action arising out of any claimed breach of this Agreement may be brought by either party more than eighteen (18) months after the cause of action has occurred.
7. CSI assumes no responsibility for obsolescence of the Server Operating System, Workstation Operating Software, Licensed Software, Customer Purchased Software and Database programs or documentation.

VIII. GENERAL.

1. This Agreement may be modified only by a written amendment duly signed by the authorized representative of both parties. CSI may adjust charges pursuant to Section 6 (C) in the absence of any contract to the contrary. Variances from the terms and conditions of this Agreement in any custom contract or other written notification will be of no effect.
2. Without the prior written consent of CSI, the Customer may not assign this Agreement. Any attempt by Customer to assign any of the rights or obligations of this Agreement without such consent is void.
3. Breach of Agreement. If either party defaults in its obligation under this Agreement and the default continues for thirty (30) days after written notice thereof by the other party, this Agreement may be terminated by the other party without prejudice to any other remedy.
4. If either party on any occasion fails to perform any term of this Agreement, and the other party does not enforce that term, the failure to enforce on that occasion will not prevent enforcement on any other occasion.
5. In compliance with IC 22-5-1.7-11, CSI has enrolled in the USCIS E-Verify Program, Company ID #483133 to verify that all CSI new hires and all employees (existing and new) directly performing work under Federal contracts, are authorized to work in the United States.
6. CSI, its officers, employee, agents, contractors and its subcontractors, if any, comply with all laws of the United States, the State of Indiana and City and shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of his race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status and/or Vietnam-era veteran status. Breach of this covenant may be regarded as a material breach of this Contract.
7. Under Indiana law (I.C. 5-22-16.5), CSI its officers, employee, agents, contractors and its subcontractors, if any are not engaged in any investment activities in Iran.
8. Governing Law and Dispute Resolution. This Agreement shall be governed by and construed in accordance

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with the laws of the State of Indiana. All disputes, controversies, or differences arising out of this Agreement or any breach thereof will be finally settled under the Arbitration Rules established by the Indiana Rules for Alternative Dispute Resolution then in effect. Costs of arbitration are to be divided equally between the parties and paid within thirty (30) days after the Arbitration evaluation, regardless of the outcome. The venue for the Arbitration is in Fishers, Indiana. The parties agree to be bound by the Arbitration decision on all issues and judgment on the award may be entered in any court of competent jurisdiction. All disagreements or controversies of any kind, whether claimed in tort, contract or otherwise, concerning this Agreement or any other matter whatsoever between the parties shall be brought within two (2) years after the occurrence of the disagreement or controversy.

9. Suspension and Debarment. CSI certifies the following:
- A. By entering into this Contract that neither it nor its principals nor any of its contractors or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Applicant.
 - B. That it will verify the state and federal suspension and debarment status for all contractors or subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. CSI shall immediately notify County if any contractor or subcontractor becomes debarred or suspended, and shall, at County's request, take all steps required by County to terminate its contractual relationship with the contractor or subcontractor for work to be performed under this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written above, and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

CSI: CSI - Computer Systems, Inc.

CUSTOMER: Board of Commissioners of Montgomery County, IN



Kevin J. Cook, President
Date: 06/25/2025

BY: _____

DATE: _____

BY: _____

DATE: _____

BY: _____

DATE: _____

Extension Contractual Services Agreement between Purdue University & Montgomery
County

Friday, December 12, 2025 3:59 PM

EXTENSION CONTRACTUAL SERVICES AGREEMENT

BETWEEN

PURDUE UNIVERSITY

AND GOVERNMENT OF

MONTGOMERY COUNTY, INDIANA

This agreement made this first day of January, 2026 by and between the government of Montgomery County of the State of Indiana, hereinafter called the "County", and Purdue University of West Lafayette, Indiana 47907, on behalf of the Purdue Cooperative Extension Service, hereinafter called "University,"

WITNESSTH THAT:

WHEREAS, the County desires to provide financial support for county extension services of interest, specifically the 4-H YOUTH DEVELOPMENT, LEADERSHIP and COMMUNITY DEVELOPMENT, AGRICULTURE and NATURAL RESOURCES, and HEALTH AND HUMAN SCIENCES, the results of which may be of mutual benefit to the county and others interested in agriculture, health and human sciences, youth, and community development; and,

WHEREAS, the services are an integral part of the University's Cooperative Extension Service; and

WHEREAS, the services will be of benefit to the populace of Montgomery County and the State of Indiana in the following manner: Extension Service Programs to include: 4-H YOUTH DEVELOPMENT, LEADERSHIP and COMMUNITY DEVELOPMENT, AGRICULTURE and NATURAL RESOURCES, and HEALTH AND HUMAN SCIENCES; and,

WHEREAS, the University is willing to undertake such work through its Cooperative Extension Service;

NOW THEREFORE, the parties hereto agree as follows:

1. In exchange for the University's provision of the services described more fully in Appendix 1 to this Agreement, which is fully incorporated herein, for a period of one year from the date first written above the County agrees to contribute to Purdue University the dollar amounts specified in Appendix 1. Invoice will be issued by the University on or about April 1.
2. The University agrees to use the funds thus contributed for the conduct of such services and will provide the necessary personnel required for the services. All personnel employed by the University specifically for the conduct of these services shall be employees of the University. The employment or assignment of any specific individual to any service position under this agreement is the responsibility of the Director of the Purdue Cooperative Extension Service.
3. It is understood that the results of the services or reports of activities may be published by the University in such form as may be approved by the University.
4. Any funds not expended or committed for said services can be made available for other uses benefiting the contributing county's Extension programs. Possible uses could include other salary support, supplies, capital equipment.
5. It is further understood that this agreement may be renewed at the expiration date subject to the approval of the County and the University.
6. This Agreement supercedes any and all prior Agreements made between the parties for the subject matter herein.

EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

The University agrees by the execution of this contract that in regards to its operation in Montgomery County, Indiana:

1. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
2. University shall not discriminate against any employee, applicant for employment, student, or applicant for admission on the basis of race, sex, religion, age, national origin or ancestry, marital status, parental status, sexual orientation, gender identity or expression, genetic information disability, handicap, or status as a veteran. Acceptance of this agreement signifies full compliance on the part of County with Title VI and Title VII of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973. County ensures that no person shall on the grounds of race, sex, religion, color, sex, age, national origin or ancestry, marital status, parental status, sexual orientation, gender identity or expression, genetic information, disability, status as a veteran, or handicap be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program activity or with respect to any matter directly or indirectly related to employment.
3. The provisions of the Affirmative Action Program adopted by the County, if any, as applicable are incorporated by reference as part of this agreement.
4. University further agrees:
 - a. To abide by Executive Order 11246, as amended, and the Rules and Regulations applicable thereto which are incorporated by reference and made a part of this Agreement;
 - b. To take affirmative action to attempt to employ and advance in employment qualified handicapped individuals and qualified disabled veterans and Vietnam-Era veterans as required by the Rehabilitation Act of 1973 and the Vietnam-Era Veterans Readjustment Act of 1974, and regulations issued pursuant to those Acts which are incorporated by reference and made a part of the agreement.

FICA TAXES

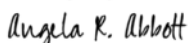
The University shall pay all FICA taxes, from their own sources, for the employees who are the subject of this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

PURDUE UNIVERSITY
COOPERATIVE EXTENSION SERVICE:

DocuSigned by:
 10/21/2025
Initial CMG
Signature Date

Lacey Raub
Assistant Director Financial Affairs-Ag
Cooperative Extension Services

DocuSigned by:
 10/21/2025
Signature Date

Angela R. Abbott
Interim Associate Dean and Director of Extension

COUNTY GOVERNMENT:

BY:

County Government Official

Date

Typed Name

Title

APPENDIX 1

Memorandum of Understanding: Purdue Extension Contractual Services Agreement in Montgomery County

The contractual services agreement between Purdue University and the government of **Montgomery** County provides financial support for county extension services in four program areas: agriculture and natural resources, health and human sciences, community development and 4-H youth development. These services include access to services from county educators, campus specialists at Purdue University, and other Extension staff.

In exchange for a payment in the amount of \$136,660 from **Montgomery** County to Purdue, Purdue Extension will provide Extension services through the **Montgomery** County Extension. Purdue Extension provide local extension services in the following program areas: agriculture and natural resources, community development, health and human sciences, and 4-H youth development. Educator(s) may have an individual program area focus, but will work as a team to contribute to the success of all program areas. The educator(s) will also contribute to regional or statewide programs to fulfill obligations to the state of Indiana for state financial support. State support for local services is allocated based on county size classification as determined by the State Board of Accounts. Initial local service delivery is supported with larger state support. Counties may enhance local service delivery with additional funding, which would include hiring additional Purdue staff for the county Extension office.

Period: January 1, 2026 through December 31, 2026

Total Contractual Services Appropriation for Extension Educators:

Amount: \$136,660.00

The County Extension Director will also provide annually a report on Extension services provided in **Montgomery** County during the calendar year and an accounting of county funds spent.

Additional benefits of contractual services:

- As employees of Purdue University, the Extension educator(s) and program assistant may have access to health, retirement, and other Purdue University benefits.
- Each year, Purdue University provides funding for training and staff development for its educator to enhance their skills.
- Purdue University will provide for the high-speed internet connection and a technology allowance for every county educator.
- According to Indiana code 36-7-4-208, the agriculture and natural resource educator will serve on the county planning commission.

PURDUE UNIVERSITY COOPERATIVE EXTENSION SERVICE:

Initial **CMG** DocuSigned by: Lacey Raub 10/21/2025
Signature Date

Lacey Raub
Assistant Director Financial Affairs- Ag
Cooperative Extension Services

DocuSigned by: Angela R. Abbott 10/21/2025
Signature Date

Angela R. Abbott
Interim Associate Dean and Director of Extension

COUNTY GOVERNMENT:

BY:

County Government Official

Date

Typed Name

Title

Imagine 360 Agreement

Monday, December 15, 2025 3:26 PM

**AMENDMENT #2
TO THE
PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION
FOR
COUNTY OF MONTGOMERY HSA PLAN
HSA PLAN**

Effective Date: January 1, 2026

1. ADD “Gender Dysphoria/Transition/Reassignment Surgery” in the COVERED MEDICAL SERVICES section as follows:

Gender Dysphoria/Transition/Reassignment Surgery. The charges for Gender Dysphoria/Transition/Reassignment care and treatment as follows:

Gender Transition/Reassignment Hormone Therapy –

- a. Legend drugs prescribed by a qualified healthcare professional; and
- b. Is Medically Necessary.

Gender Transition/Reassignment Surgery –

- a. A signed letter from a qualified mental health professional is submitted attesting to the Plan Participant's gender dysphoria and readiness to undergo surgical treatment and understanding of the treatment; and
- b. Is Medically Necessary.

Charges for services including, but not limited to, breast augmentation, breast removal, hysterectomy, oophorectomy, orchiectomy, vaginectomy, urethroplasty, metoidioplasty, phalloplasty, scrotoplasty, placement of a testicular prosthesis, placement of an erectile prosthesis, penectomy, vaginoplasty, labiaplasty, clitoroplasty may be covered when provided as part of the Gender Transition/Reassignment Surgery benefit and Medically Necessary. Facial or body contouring procedures performed solely to improve appearance are not covered under this Plan.

2. REMOVE “Gender Reassignment” in the PLAN EXCLUSIONS section:

I, Dan Guard, certify that I am the President of the BOC
Name Title

of the **Plan Administrator** for the above named Plan, and further certify that I am authorized to sign this Amendment. I have read and agree with the above change to the Plan and am hereby authorizing its implementation as of the effective date stated above.

Signature: _____

Print Name: Dan Guard

Date: December 19, 2025

Drainage Quotes - Purple Heart Parkway Extension

Monday, December 15, 2025 11:03 AM

Request for Time Extension - OCRA Owner-Occupied Rehabilitation Program

Monday, December 15, 2025 11:04 AM



December 19, 2025

Office of Community and Rural Affairs
One North Capital, Suite 600
Indianapolis, IN 46204-2027

Re: Request for Time Extension – Montgomery County Owner-Occupied Rehabilitation Program (OOR 23-102)

Dear Grant Services,

Montgomery County respectfully requests a four-month extension to the completion deadline for the Owner-Occupied Rehabilitation Program, extending the grant period through July 31, 2026.

Since late fall and continuing through winter, weather conditions have significantly limited the program's ability to move forward as scheduled, particularly for activities involving roof replacement and other exterior improvements. Inclement weather, including extended periods of cold temperatures, precipitation, and snow, has restricted contractors' ability to conduct site visits, finalize scopes of work, execute contracts, and safely complete construction activities.

These conditions have resulted in unavoidable delays that are outside the control of the County, contractors, and program staff. The requested extension will:

- Allow contractors adequate time to complete site visits and bidding
- Ensure work is completed safely, in compliance with program standards, and within the established cost caps;
- Provide sufficient time to complete all remaining rehabilitation activities;
- Allow for proper inspection, closeout, and submission of final program documentation.

The County remains fully committed to completing the program successfully and ensuring all assisted homeowners receive the intended improvements. This extension will ensure the program can be completed responsibly and in accordance with program requirements, without compromising quality.

Thank you for considering this request.

Please let me or our Grants Administrator, Kristine Krueger, know if any additional documentation or information is required.

Sincerely,

Dan Guard, President
Montgomery County Board of Commissioners
1580 Constitution Row, Suite E
Crawfordsville, IN 47933
(765) 361-2623

Kristine Krueger, Grants Administrator
(812) 238-1561 ext. 259
kkruieger@thrivewestcentral.com

Introduction Ordinance 2025-39 Ordinance to Add New Chapter 98: Open Burning and Prescribed Burning to the Montgomery County Code of Ordinances

Monday, December 15, 2025 10:51 AM

Montgomery County Board of Commissioners

Ordinance 2025-39

Ordinance to Add New Chapter 98: Open Burning and Prescribed Burning to the Montgomery County Code of Ordinances

WHEREAS, the State of Indiana has regulated open burning under Indiana Code 13-17-9 and 326 IAC 4-1-3 and has now enacted new statutes related to the regulation of prescribed burning under Indiana Code 14-23-6.6; and

WHEREAS, the Board of Commissioners find it prudent to adopt certain county regulations related to both open burning and prescribed burning to protect the public health and safety by adding a new Chapter to the County's Code of Ordinances;

NOW, THEREFORE, IT IS ORDAINED by the Montgomery County Board of Commissioners that a new chapter, Chapter 98: Open Burning and Prescribed Burning, to the Montgomery County Code of Ordinances as attached to this Ordinance is adopted, effective immediately.

Adopted this _____ day of January, 2026.

Montgomery County
Board of Commissioners:

Dan Guard, President

James D. Fulwider, Vice President

Jake Bohlander, Member

Attest: _____
Mindy Byers, Auditor

Chapter 98: Open Burning and Prescribed Burning

Monday, December 15, 2025 10:53 AM

CHAPTER 98: OPEN BURNING AND PRESCRIBED BURNING

Section

- 98.01 Definitions
- 98.02 Jurisdiction
- 98.03 State Law
- 98.04 Open Burning Prohibited
- 98.05 Exceptions
- 98.06 General Requirements
- 98.07 Prescribed Burning

- 98.99 Enforcement and Penalties

§98.01 DEFINITIONS

Wherever used in this Chapter, capitalized term shall have the meanings set forth below, unless the context clearly indicates or requires a different meaning:

COUNTY: All unincorporated areas of Montgomery County, Indiana

OPEN BURNING: Means the burning of any materials wherein air contaminants resulting from combustion are emitted directly into the air, without passing through a stack or chimney from an enclosed chamber.

PERSON: Means any individual, firm, partnership, corporation, association, society or other entity.

PRESCRIBED BURNING: means the planned application of fire to a naturally occurring vegetative fuel to accomplish one (1) or more land management objectives, including:

- (1) a forestry operation;
- (2) a vegetative fuel reduction;
- (3) a silvicultural treatment;
- (4) a wildlife habitat improvement; or
- (5) the management of:
 - (a) a grassland;
 - (b) a forest;
 - (c) a woodland;
 - (d) a savanna; or
 - (e) any other plant community.

WOOD PRODUCTS: Means material consisting of, or wholly derived from, wood or vegetation.

§98.02 JURISDICTION

The provisions of this Chapter shall apply to all areas in Montgomery County outside the corporate limits of the City of Crawfordsville and of any incorporated towns.

§98.03 STATE LAW

Indiana Code 13-17-9, Indiana Code 14-23-6.6 and 326 IAC 4-1-3, as amended from time to time, allow various types of open burning and prescribed burning, and this ordinance supplements but does not replace the state statutes and state regulations on open burning and prescribed burning.

§98.04 OPEN BURNING PROHIBITED

(A) No person may conduct open burning in the County, except as allowed by this ordinance or otherwise allowed by state law or regulation, including the specific following acts of burning:

- (1) Burning of all hazardous materials and all noxious materials, as defined within this ordinance or as defined by any state or federal laws, rules or regulations.
- (2) Burning of household trash either on the ground or in a burn barrel including but not limited to food waste, packaging, newspaper, corrugated cardboard, container board, office paper, plastic containers, polystyrene and disposable diapers.
- (3) Wood products that are painted, varnished, or stained including, but not limited to, plywood, composite wood products.
- (4) Unattended burning that creates or could create an emergency situation.

(B) The Board of Commissioners may, after giving all notice required by state law, act to protect the public safety and welfare by issuing a local disaster emergency declaration to prohibit open burning. The local disaster emergency declaration prohibiting open burning may contain an expiration date or be continued until revoked by the Board. The restrictions imposed by the emergency may be limited to specific portions of the County or may be limited to particular times of the day. Notwithstanding a local disaster emergency declaration prohibiting open burning a prescribed burn done in accordance with Indiana Code 14-23-6.6-6, as amended from time to time, is exempted.

§98.05 EXCEPTIONS

(A) Open burning as allowed by Indiana Code 13-17-9-1 and Indiana Administrative Code 326 IAC 4-1-3 et seq.

- (1) Montgomery County Dispatch must be notified before igniting if burning a pile of more than one hundred twenty-five (125) cubic feet (for example 5 ft. long, 5 ft. wide, 5 ft. high) of clean wood, leaves, weeds, brush, stumps and any other vegetative debris.

- (2) Montgomery County Dispatch must be notified before igniting a recreational or ceremonial fire if the pile is more than one hundred twenty-five (125) cubic feet (for example 5 ft. long, 5 ft. wide, 5 ft. high).
- (3) Montgomery County Dispatch must be notified before burning of predominantly wood structures on real property or wood remnants of the demolition of a predominantly wooden structure originally located on real property.

§98.06 GENERAL REQUIREMENTS

(A) All allowable open burning shall meet the following requirements and restrictions:

- (1) A person shall extinguish the fire if the fire creates a nuisance or fire hazard.
- (2) Burning may not be conducted during unfavorable meteorological conditions such as high winds, temperature inversions, or air stagnation.
- (3) All fires must be attended at all times during burning until completely extinguished.
- (4) All asbestos containing materials must be removed before the burning of a structure. Asbestos containing materials may not be burned.
- (5) All burning must otherwise comply with state and federal laws.

§98.07 PRESCRIBED BURNING

(A) Landowners have the right to conduct prescribed burning on the landowner's property. However, no landowner shall have the privileges and immunities granted by IC 14-23-6.6 unless before conducting a prescribed burn:

- (1) if the person conducting the controlled burn is not the property's landowner, obtains the written consent of the property's landowner;
- (2) has a written prescribed burn plan prepared and approved by a certified prescribed burn manager; and
- (3) notifies the nearest local fire department and Montgomery County Dispatch at least twenty-four (24) hours before the prescribed burn begins.

And, while the prescribed burn is being completed the person has:

- (1) at least one (1) certified prescribed burn manager on site of the prescribed burn; and
- (2) a completed copy of the prescribed burn plan in the person's possession.

(B) Prescribed burning not done in accordance with (A) is prohibited during a local disaster emergency declaration and subject to enforcement and penalties as provided in Section 98.99.

§98.99

ENFORCEMENT AND PENALTIES

(A) The Montgomery County Sheriff Department, the Montgomery County Emergency Management Agency, or the Montgomery County Health Department may enforce this ordinance.

(B) Any person who violates any provision of this ordinance s shall be issued a citation and fined pursuant to the following schedule:

- (1) First offense in a calendar year: a written warning. The person must then correct the violation by immediately extinguishing the fire. Failure or refusal to immediately extinguish a fire shall result in a citation then being issued.
- (2) Second offense in a calendar year: \$100.
- (3) Third offense in a calendar year: \$500.
- (4) Fourth and subsequent offenses in a calendar year: \$1,500.

(C) Each subsequent starting, kindling, causing or allowing of a new fire after notice of violation has been issued shall be considered a separate offense.

(D) In such instances where opening burning or prescribed burning in violation of this ordinance results in damage to property other than the violator's, including damage to public property. e.g., asphalt, or results in injury to another person, the imminent threat or damage to another person's property including public property and a fire department responds to suppress or extinguish the fire a separate fine shall be assessed in the amount of \$1,000.

**Resolution 2025-15 Resolution of the Montgomery County Board of
Commissioners Approving an Order of the Montgomery County Plan Commission**

Monday, December 15, 2025 1:31 PM

MONTGOMERY COUNTY BOARD OF COMMISSIONERS

RESOLUTION NO. 2025-15

RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF COMMISSIONERS APPROVING AN ORDER OF THE MONTGOMERY COUNTY PLAN COMMISSION

WHEREAS, the Montgomery County ("County") Redevelopment Commission ("Commission") did on February 17, 2010, adopt a declaratory resolution, as amended on October 12, 2011 (collectively, as amended, "Declaratory Resolution"), establishing the Nucor Road Economic Development Area ("Area"), and the Declaratory Resolution was confirmed by a Confirmatory Resolution adopted on March 31, 2010, as amended on November 8, 2011 (collectively, as amended, "Confirmatory Resolution");

WHEREAS, the Declaratory Resolution and the Confirmatory Resolution are hereinafter collectively referred to as the "Area Resolution;"

WHEREAS, the Area Resolution approved the Economic Development Plan, as amended (collectively, as amended, "Original Plan"), which Original Plan contained specific recommendations for economic development in the Area;

WHEREAS, the Area Resolution designated the Nucor Road Economic Development Allocation Area in accordance with Indiana Code 36-7-14-39 ("Original Allocation Area") for the purpose of capturing real property taxes generated from the incremental assessed value of real property located in the Original Allocation Area;

WHEREAS, the Board of Commissioners approved the establishment of the Area and the Original Allocation Area;

WHEREAS, in 2023 Nucor Corporation announced it was planning the development of two new industrial and manufacturing facilities, one of which is south of the intersection of Nucor Road and County Road 500 South (Ladoga Road) in the County (known as the "Nucor Towers Project"), and one of which is on its site west of Nucor Road in the County (known as the "Nucor Coatings Project"), and the Nucor Corporation will continue to develop improvements and install new depreciable personal property in its existing manufacturing facility;

WHEREAS, on November 8, 2023 the Commission adopted Resolution No. 2023-2, as confirmed on December 13, 2023, to: (i) reduce the Original Allocation Area by removing Parcel Nos. 54-10-36-200-003.000-025, 54-10-35-800-028.000-025, 54-10-36-200-003.003-025 and 54-10-35-100-021.001-025 ("Nucor Towers Parcels") from the Original Allocation Area in order to create a new allocation area within the Area; (ii) designate the Nucor Towers Parcels as a new tax allocation area designated as the Nucor Towers Allocation Area; (iii) designate Nucor Corporation, d/b/a Nucor Towers & Structures as a "designated taxpayer" for purposes of capturing increases in depreciable personal property assessed value; and (iv) add the Nucor Towers Project, which

includes, but is not limited to, the re-use of an existing manufacturing facility, the construction of new manufacturing facilities, offices, parking and loading areas, railroad spur, security facilities, storm water structures, internal roads, and other improvements associated with the use of the site as a manufacturing facility site, to the Original Plan;

WHEREAS, since the creation of the Nucor Towers Allocation Area, Nucor Towers & Structures, Inc. has acquired a parcel of land within the Area and which parcel is east of adjacent to the parcels which comprise the Nucor Towers Allocation Area, specifically parcel #54-10-36-100-002.000-025, which is approximately 35.467 acres;

WHEREAS, on December 9, 2025, the Montgomery County Redevelopment Commission adopted a declaratory resolution which, if confirmed, will amend the Area Resolution to: (i) reduce the Original Allocation Area by removing parcel #54-10-36-100-002.000-025 (“Nucor Towers Parcel”) from the Original Allocation Area; (ii) add the Nucor Towers Parcel to the Nucor towers Allocation Area; and (iii) ratify and approve the existing designation of Nucor Towers & Structures, Inc. throughout the Nucor Towers Allocation Area, as expanded;

WHEREAS, on December 9, 2025, the Montgomery County Plan Commission entered an order that the Amending Declaratory Resolution conforms to the plan of development of Montgomery County;

WHEREAS, the Board of Commissioners now finds that the Amending Declaratory Resolution conforms to the plan of development of Montgomery County and that the order of the Plan Commission should be approved;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF MONTGOMERY COUNTY, INDIANA, THAT the order of the Plan Commission on December 9, 2025, finding that the Amending Declaratory Resolution of the Redevelopment Commission conforms to the plan of development on Montgomery County, is hereby approved.

PASSED AND ADOPTED by the Board of Commissioners of Montgomery County, Indiana, this 19th day of December, 2025.

BOARD OF COMMISSIONERS OF
MONTGOMERY COUNTY, INDIANA

Dan Guard, President

James D. Fulwider, Vice President

ATTEST:

Jake Bohlander, Member

Mindy Byers, Auditor