

Memo on Agenda Items

Friday, March 5, 2021 8:40 AM

Board of Commissioners Meeting

March 8, 2021

8 am

Courthouse

Consent Agenda

Approval of Claims - Accounts Payable & Payroll

The Accounts Payable Docket is \$2,088,069.14.

The Payroll Docket is \$404,436.36

February 22, 2021 to March 8, 2021

Minutes:

February 22, 2021

The 2-22-21 meeting minutes are included in the packet.

2020 Annual Sugar Creek Advisory Board Report

The Sugar Creek Advisory Board Annual Report is included in the packet.

2021 First Financial Lockbox Service Agreement

Treasurer Heather Laffoon is recommending an agreement with First Financial to accept property tax payments at the bank. The per transaction charge has increased to \$.025 from \$.020 in 2020. There is also a \$125 monthly maintenance fee.

HWC Engineering Agreement to Provide Services - County Communications Plan

The Board of Commissioners approved the scope of services to develop a communications plan at a previous meeting but the contract was not presented at that time. The contract amount is \$10,000.

Old Business

CVC Board Appointment

Board opening needs to be filled by a member of the Democratic party.

Retired Wabash Professor Richard Bowen of 1127 W Country Club Road is being recommended to fill the vacancy.

New Business

WTH - Event Manager Software Agreement

Agreement provides a new GIS layer for staff use that allows departments such as the Highway Department to share geographical information regarding the location of work activities. It can also be used to share information regarding emergencies such as blocked roads or flooded areas. The Auditor's Office will pay for the annual software subscription fee. Total set up cost is \$3,800 for the first year including the annual subscription and the annual subscription for future years \$1,200.

Mapping Solutions 2021 Plat Book Agreement

Agreement provides for the development of the 2021 Plat Book and purchase of 50 books for a total cost of \$750. The plat book will also be available in digital format. Mapping Solutions will be responsible for seeking advertisers for the plat book.

CCMG Bid Award & Contract Approval & Notice to Proceed

Staff is recommending that the bid for the 2021 Community Crossings Matching Grant paving project be awarded to Milestone Contractors with the low bid of \$865,360.60. Staff is also recommending that the Commissioners approved paving contract and issue a notice to proceed.

Resolutions

Resolution 2021-6: Transferring Property to City of Crawfordsville

Transfers property at 809 and 810 South Walnut to the City of Crawfordsville. Both properties were eligible for the Board of Commissioners tax certificate sale.

Ordinances

Final Reading: Ordinance 2021-08: Re-Establishing the Cumulative Capital Development Fund

The fund is established each year. A public hearing regarding the fund was held at the last Board of Commissioners meeting. The proposed rate is \$.0333 per \$100 of Assessed Value.

Final Reading: Ordinance 2021-09: Re-Establishing the Cumulative Bridge Fund

The fund is established each year. A public hearing regarding the fund was held at the last Board of Commissioners meeting. The proposed rate is \$.075 per \$100 of Assessed Value.

Final Reading: Ordinance 2021-11: Amending the Speed Limits on CR300 North and Glen Way Drive

Amends the speed limit on County Road 300 North for a certain portion to 35 mph and codifies a 30 mph speed limit for Glen Way Drive.

Introduction: Ordinance 2021-12: Amending the County's Policies to Require Criminal Background Checks

Establishes policy regarding the use of background checks during the hiring process.

Introduction: Ordinance 2021-13: Amending the County's Policies to Include HIPAA

Policy ,Amending Section 4.09 of the Employee Handbook and Approving HIPAA Plan

Adds the HIPAA policy to the County Code. Currently, it is in the Employee Handbook and the section is being updated to clarify roles and further explain the policy.

Special Presentation

Jail Study Report - DLZ

DLZ has completed their feasibility study and rated bed assessment of the Jail and will present their findings. A link to the study is included in the packet.

Agenda

Tuesday, March 02, 2021 8:05 AM

AGENDA
MONTGOMERY COUNTY BOARD OF COMMISSIONERS MEETING
MONDAY, MARCH 8, 2021
8 am
100 EAST MAIN STREET - ROOM 103
CRAWFORDSVILLE, IN 47933

Call to Order: Board President John Frey

Pledge of Allegiance and Prayer

Consent Agenda

Approval of Claims - [Accounts Payable](#) & [Payroll](#)

February 22, 2021 to March 8, 2021

Minutes:

[February 22, 2021](#)

[2020 Annual Sugar Creek Advisory Board Report](#)

[2021 First Financial Lockbox Service Agreement](#)

[HWC Engineering Agreement to Provide Services - County Communications Plan](#)

Old Business

[CVC Board Appointment](#)

New Business

[WTH - Event Manager Software Agreement](#)

[Mapping Solutions 2021 Plat Book Agreement](#)

[CCMG Bid Award & Contract Approval](#) & Notice to Proceed

Resolutions

[Resolution 2021-6](#): Transferring Property to City of Crawfordsville

Ordinances

Final Reading: [Ordinance 2021-08](#): Re-Establishing the Cumulative Capital Development Fund

Final Reading: [Ordinance 2021-09](#): Re-Establishing the Cumulative Bridge Fund

Final Reading: [Ordinance 2021-11](#): Amending the Speed Limits on CR300 North and Glen Way Drive

Introduction: [Ordinance 2021-12](#): Amending the County's Policies to Require Criminal Background Checks

Introduction: [Ordinance 2021-13](#): Amending the County's Policies to Include HIPAA Policy,

Amending Section 4.09 of the Employee Handbook and Approving HIPAA Plan

Special Presentation

[Jail Study Report - DLZ](#)

Other Business

Adjournment

Accounts Payable Claims

Tuesday, March 02, 2021 8:19 AM

Docket Voucher Register (Cumulative)

Begin Date: 02/23/2021

End Date: 03/08/2021

Montgomery County

PO			Budget							
Prerun Date	PO	Mode Invoice	Bank	Check	Account Code	Vendor Name	Amount	Description	Check Total	
		427	001	C	030231	1000.30050.000.0006	A. E. Woodall	4,441.67	MARCH 2021	4,441.67
		11502021	001	C	030192	2100.30051.000.0235	Adriana Deck	60.00	LANGUAGE SERVI	4,501.67
		16639	001	C	030126	1176.33500.000.0529	Aic	60.00	S RAMOS	4,561.67
		16638	001	C	030126	1176.33500.000.0529	Aic	60.00	A HERRON	4,621.67
		16638	001	C	030126	1176.33500.000.0529	Aic	60.00	D MICHAEL	4,681.67
		2021-03LITCS	001	E	210303	7330.50000.000.0002	Alamo Clerk Treasurer	182.08	.	4,863.75
		2021-03LITPS	001	E	210303	7331.50000.000.0002	Alamo Clerk Treasurer	127.25	.	4,991.00
		WHEEL & SURTAX	001	E	262021	6020.31200.000.0002	Alamo Clerk Treasurer	179.62	JAN 2021	5,170.62
		514979	001	C	030163	1000.12080.000.0068	American United Life Insurance	2,053.56	FEBRUARY 2021	7,224.18
		119457	001	C	030127	1000.30073.000.0313	Arab	60.00	FEB 2021	7,284.18
		119279	001	C	030127	1000.30073.000.0313	Arab	48.00	JAN 2021	7,332.18
		119475	001	C	030128	1176.30194.000.0529	Arab	80.00	FEB 2021	7,412.18
		118471	001	C	030232	1000.30083.000.0380	Arab	270.00	FEB 2021 SERVICE	7,682.18
		02232021	001	C	030233	1000.32100.000.0009	Assoc Of Ind Prosecuting Attys	800.00	2021 dues	8,482.18
		765-401-0718	001	C	030129	1000.30036.000.9655	At & T Mobility	31.24	WIRELESS	8,513.42
		765-918-9164	001	C	030129	1000.30036.000.9655	At & T Mobility	1.25	WIRELESS	8,514.67
		287254950598X02242021	001	C	030234	1224.32010.000.0008	At & T Mobility	140.50	WIRELESS	8,655.17
		2609122929	001	C	030193	1170.21961.000.0005	Auto Zone	46.29	HEADLIGHTS	8,701.46
		2609121161	001	C	030193	1170.21961.000.0005	Auto Zone	52.78	WIPER BLADES	8,754.24
		2010176	001	C	030194	2600.65172.000.0006	Banning Engineering	332.50	TASK 2	9,086.74
		65879	001	C	030171	1135.60026.000.0529	Beam Longest & Neff Llc	996.00	BRIDGE 114	10,082.74
		MARK SWEET	001	C	030164	5100.00024.000.0000	Bleecker Brodey & Andrews	394.29	DDCir-Garn Pct	10,477.03
		NC1001584781	001	C	030213	1000.20007.000.0380	Bob Barker Co Inc.	46.20	T SHIRTS	10,523.23
		02192021	001	C	030235	1170.21961.000.0005	Brian Riehle	9.60	HEADLIGHTS	10,532.83
		2021-03LITCS	001	E	210304	7330.50000.000.0002	Brown Township Trustee	2,627.25	.	13,160.08
		0160132	001	C	030262	8906.32019.000.0000	Burkhart Advertising	1,660.00	COVID BILLBOARD	14,820.08
		0160492	001	C	030262	8906.32019.000.0000	Burkhart Advertising	500.00	COVID BILLBOARD	15,320.08
		0160205	001	C	030262	8906.32019.000.0000	Burkhart Advertising	500.00	COVID BILLBOARD	15,820.08
		0158347	001	C	030262	8906.32019.000.0000	Burkhart Advertising	1,660.00	COVID BILLBOARD	17,480.08
		0158868	001	C	030262	8906.32019.000.0000	Burkhart Advertising	1,660.00	COVID BILLBOARD	19,140.08
		AR40998	001	C	030130	1189.33010.000.0004	Cardinal Leasing Inc	166.40	110720-02062021	19,306.48
		2906002597	001	C	030172	1176.21532.000.0529	Cargill Inc	7,649.61	DEICER	26,956.09
		2906006530	001	C	030172	1176.21532.000.0529	Cargill Inc	9,444.28	DEICER	36,400.37
		13197-001	001	C	030131	1000.30035.000.0068	Cel & P	267.91	FEB 2021	36,668.28
		26802-001	001	C	030131	1176.30035.000.0529	Cel & P	594.78	FEB 2021	37,263.06

Financial System

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Docket Voucher Register (Cumulative)

Begin Date: 02/23/2021

End Date: 03/08/2021

Montgomery County

PO			Budget								
Prerun Date	PO	Mode Invoice	Bank	Check	Account Code	Vendor Name	Amount	Description	Check Total		
		26802-002	001	C	030131	1176.30035.000.0529	377.07	FEB 2021	37,640.13		
		26802-003	001	C	030131	1176.30035.000.0529	1,133.22	FEB 2021	38,773.35		
		2127570	001	C	030173	1173.21000.000.0529	112.06	DEF BULK	38,885.41		
		2127377	001	C	030173	1173.21000.000.0529	471.75	DEF BULK	39,357.16		
		217570	001	C	030173	1176.23000.000.0529	442.94	DEF BULK	39,800.10		
		2306400	001	C	030173	1176.23000.000.0529	2,743.39	JAN 2021 FUEL	42,543.49		
		471621	001	C	030195	1170.21000.000.0005	680.30	PROPANE	43,223.79		
		01312021	001	C	030195	1170.21000.000.0005	7,198.15	JAN 2021 FUEL	50,421.94		
		1050002	001	C	030196	1197.21000.000.0006	44.01	JAN 2021	50,465.95		
		8749	001	C	030197	9168.21000.000.0235	32.61	JAN 2021 FUEL	50,498.56		
		6642	001	C	030214	1000.21000.000.0012	35.79	JAN 2021 FUEL	50,534.35		
		7340	001	C	030215	1000.21000.000.0313	50.59	JAN 2021 FUEL	50,584.94		
		6496	001	C	030215	1000.21000.000.0313	45.02	JAN 2021 FUEL	50,629.96		
		709600	001	C	030215	1000.21000.000.0313	56.68	JAN 2021 FUEL	50,686.64		
		665885	001	C	030215	1000.21000.000.0313	52.00	JAN 2021 FUEL	50,738.64		
		012921 Headset	001	C	030132	4900.44500.000.0303	74.89	Reimbursement	50,813.53		
		413751	001	C	030133	1224.24201.000.0008	631.07	form 11 mailings	51,444.60		
		4071273522	001	E	030821	1176.13002.000.0529	249.42	UNIFORMS	51,694.02		
		4075169493	001	E	030821	1176.13002.000.0529	230.66	UNIFORMS	51,924.68		
		4075867507	001	E	030821	1176.13002.000.0529	244.82	UNIFORMS	52,169.50		
		4068792364	001	E	030821	1176.20001.000.0529	66.00	ULTRACLEAN	52,235.50		
		0329222879	001	C	030236	1000.24201.000.0009	42.80	E SPARROW	52,278.30		
		2021-03LITCS	001	E	210305	7330.50000.000.0002	1,141.50	.	53,419.80		
		57554	001	C	030174	1169.21523.000.0529	90.00	TAIL LIGHT X3	53,509.80		
		57591	001	C	030174	1169.33450.000.0529	844.00	REPLACED VALVE	54,353.80		
		2021-03LITCS	001	C	030253	7330.50000.000.0002	2,206.00	.	56,559.80		
		FEB 2021	001	C	030134	1000.30115.000.0271	2,500.00	PD CONTRACT	59,059.80		
		8529 20 078 0167616	001	C	030135	1000.30035.000.0068	195.81	022121-03202021	59,255.61		
		8529 20 078 0169950	001	C	030135	1000.30035.000.0068	129.64	022121-03202021	59,385.25		
		3127243	001	C	030237	1000.30035.000.0068	121.53	JAN 2021	59,506.78		
		3127244	001	C	030237	1000.30035.000.0068	2,418.08	JAN 2021	61,924.86		
		3127246	001	C	030237	1000.30035.000.0068	81.23	JAN 2021	62,006.09		
		3127248	001	C	030237	1000.30035.000.0068	685.44	JAN 2021	62,691.53		
		3127247	001	C	030237	1176.30035.000.0529	523.30	JAN 2021	63,214.83		
		09-18-111-005.000-032	001	C	030123	1201.50001.000.0003	426.74	TAX SURPLUS	63,641.57		

Financial System

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Docket Voucher Register (Cumulative)

Begin Date: 02/23/2021

End Date: 03/08/2021

Montgomery County

PO		Budget								
Prerun Date	PO	Mode Invoice	Bank	Check	Account Code	Vendor Name	Amount	Description	Check Total	
		K SANDUSKY	001	C	030165	5100.00024.000.0000	Crawfordsville Ccb, Inc	50.00	DDCIR-GARN	63,691.57
		COURT COSTS JULY - DECEMBER 2020	001	E	210306	1116.50000.000.0002	Crawfordsville Clk Treasurer	3,215.66	.	66,907.23
		2021-03LITCS	001	E	210306	7330.50000.000.0002	Crawfordsville Clk Treasurer	255,887.25	.	322,794.48
		2021-03LITPS	001	E	210306	7331.50000.000.0002	Crawfordsville Clk Treasurer	178,882.67	.	501,677.15
		WHEEL & SURTAX	001	E	262022	6020.31200.000.0002	Crawfordsville Clk Treasurer	14,048.65	JAN 2021	515,725.80
		92749	001	C	030216	1000.21850.000.0313	Crawfordsville Paper	70.46	PAPER TOWELS	515,796.26
		92815	001	C	030216	1000.21850.000.0313	Crawfordsville Paper	51.80	TOILET PAPER	515,848.06
		92776	001	C	030217	1000.20001.000.0380	Crawfordsville Paper	202.36	MISC SUPPLIES	516,050.42
		92831	001	C	030217	1000.24202.000.0380	Crawfordsville Paper	33.89	FILTER	516,084.31
		92896	001	C	030217	1000.24202.000.0380	Crawfordsville Paper	169.30	SOAP/FILTER	516,253.61
		92870	001	C	030217	1000.24202.000.0380	Crawfordsville Paper	2,273.79	MISC SUPPLIES	518,527.40
		92724	001	C	030217	1000.24202.000.0380	Crawfordsville Paper	1,809.28	FLOOR SCRUBBEF	520,336.68
		92724	001	C	030217	8902.42019.000.0000	Crawfordsville Paper	5,860.72	FLOOR SCRUBBEF	526,197.40
		2021-03LITCS	001	E	210307	7330.50000.000.0002	Crawfordsville Public Library	55,871.50	.	582,068.90
		13003000	001	C	030136	1000.30035.000.0068	Crawfordsville Utilities	155.10	010721-020721	582,224.00
		Reading 365836-367727	001	C	030263	1000.30035.000.0068	Crawfordsville Utilities	962.31	4 12453 00	583,186.31
		Reading 2511-2602	001	C	030263	1176.30035.000.0529	Crawfordsville Utilities	53.31	4 12453 00	583,239.62
		113429-07	001	C	030137	9133.30156.000.0235	Cummins Behavioral Health Syst	17.85	M DAVIDSON	583,257.47
		113429-06	001	C	030238	9133.30156.000.0235	Cummins Behavioral Health Syst	22.20	M DAVIDSON	583,279.67
		N8-72875	001	C	030175	1169.21523.000.0529	Cummins Crosspoint	138.15	HEATER ENGINE	583,417.82
		2021-03LITCS	001	E	210308	7330.50000.000.0002	Darlington Clerk Treasurer	3,780.42	.	587,198.24
		2021-03LITPS	001	E	210308	7331.50000.000.0002	Darlington Clerk Treasurer	2,642.83	.	589,841.07
		WHEEL & SURTAX	001	E	262023	6020.31200.000.0002	Darlington Clerk Treasurer	836.09	JAN 2021	590,677.16
		2021-03LITCS	001	C	030254	7330.50000.000.0002	Darlington Public Library	2,050.92	.	592,728.08
		EXECUIN35258	001	C	030198	1170.30017.000.0005	Dh Wireless Solution	698.40	ANNUAL ALMS	593,426.48
		TES57240	001	C	030264	1138.30191.000.0068	Earth Exploration	2,900.00	SALT BARN BORIN	596,326.48
		98761	001	C	030218	1000.30210.000.0007	Extra Packaging Llc	852.28	BODY BAGS	597,178.76
		577871	001	C	030199	2600.65178.000.0006	Frank James	5,375.00	SHUM-WHITE 713	602,553.76
		577869	001	C	030199	2700.65008.000.0006	Frank James	6,050.00	F&B BROWN 503	608,603.76
		577872	001	C	030199	2700.65063.000.0006	Frank James	5,600.00	A PETERSON 549	614,203.76
		2021-03LITCS	001	C	030255	7330.50000.000.0002	Franklin Township Trustee	1,294.08	.	615,497.84
		21-07558	001	C	030176	1169.33450.000.0529	Froedge's Inc.	3,525.00	DUMP TRUCK	619,022.84
		7153	001	C	030176	1169.33450.000.0529	Froedge's Inc.	351.70	STOLEN TRK	619,374.54
		21-07555	001	C	030176	1169.33450.000.0529	Froedge's Inc.	1,762.50	GRADER RECOVERI	621,137.04
		12251	001	C	030200	1170.30100.000.0005	Froedge's Inc.	226.90	TOW FEE	621,363.94

Financial System

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Docket Voucher Register (Cumulative)

Montgomery County

Begin Date: 02/23/2021

End Date: 03/08/2021

PO		Budget							
Prerun Date	PO	Mode Invoice	Bank	Check	Account Code	Vendor Name	Amount	Description	Check Total
		FEB 2021							
		208064350	001	C	030138	1000.30115.000.0271	3,000.00	Goebel Law Offices	624,363.94
		207770510	001	C	030219	1000.20004.000.0380	3,029.99	Gordon Food Service	627,393.93
		207928864	001	C	030219	1000.20004.000.0380	2,370.77	Gordon Food Service	629,764.70
		208064365	001	C	030219	1000.20004.000.0380	4,412.45	Gordon Food Service	634,177.15
		207928854	001	C	030219	1000.20004.000.0380	42.87	Gordon Food Service	634,220.02
		FEB 2021	001	C	030219	1000.20004.000.0380	154.90	Gordon Food Service	634,374.92
		03-19-400-013.017-011	001	E	030221	4700.00034.000.0068	61,146.18	GPA, Inc.	695,521.10
		03-19-400-013.017-011	001	C	030122	1000.50010.000.0002	107.89	Gregory & Susan Shaff	695,628.99
		03-19-400-013.017-011	001	C	030122	1000.50010.000.0002	181.00	Gregory & Susan Shaff	695,809.99
		03-19-400-013.017-011	001	C	030122	1000.50010.000.0002	201.82	Gregory & Susan Shaff	696,011.81
		360862	001	C	030177	1176.23546.000.0529	362.78	Hall Signs Inc.	696,374.59
		30099	001	C	030220	1000.45023.000.0313	135.00	Hay-bush Mechanical	696,509.59
		20192	001	C	030221	1000.30500.000.0380	283.50	Hobson Electric Inc.	696,793.09
		521030	001	E	210305	1138.30071.000.0068	10,432.33	Huntington Public Capital Corp	707,225.42
		48861744	001	C	030139	1000.32100.000.0312	50.00	labo	707,275.42
		48861702	001	C	030139	1000.32100.000.0312	50.00	labo	707,325.42
		7024778	001	C	030140	1000.32100.000.0312	120.00	laei	707,445.42
		SI-895327	001	C	030222	1000.24201.000.0009	97.29	loc Business Products	707,542.71
		SI-894828	001	C	030222	1000.24201.000.0009	107.62	loc Business Products	707,650.33
		SI-893853	001	C	030222	1000.24201.000.0009	73.62	loc Business Products	707,723.95
		1010-210005586023	001	C	030141	1000.30035.000.0068	57.64	Indiana American Water Co.	707,781.59
		1010-210005585747	001	C	030141	1000.30035.000.0068	898.18	Indiana American Water Co.	708,679.77
		1010-210006523643	001	C	030141	1176.30035.000.0529	180.49	Indiana American Water Co.	708,860.26
		1010-220023096433	001	C	030141	1176.30035.000.0529	57.64	Indiana American Water Co.	708,917.90
		1010-210007045559	001	C	030239	1000.30035.000.0068	57.64	Indiana American Water Co.	708,975.54
		1010-210006232619	001	C	030239	1000.30035.000.0068	82.21	Indiana American Water Co.	709,057.75
		1010-210005739339	001	C	030239	1000.30035.000.0068	61.36	Indiana American Water Co.	709,119.11
		1010-210006105236	001	C	030239	1000.30035.000.0068	184.57	Indiana American Water Co.	709,303.68
		3032	001	C	030201	1170.33500.000.0005	418.00	Indiana Association of Chiefs	709,721.68
		JAN-21	001	C	030240	7457.50000.000.0001	124.00	Indiana State Police	709,845.68
		JAN-21	001	C	030240	7457.50000.000.0001	104.00	Indiana State Police	709,949.68
		TAX SALE REDEMPTION 01-25-400-009.000-023	001	C	030168	1204.31204.000.0002	251.31	Indy Assets, LLC	710,200.99
		TAX SALE REDEMPTION 01-25-400-009.000-023	001	C	030168	1204.50001.000.0002	957.55	Indy Assets, LLC	711,158.54
		TAX SALE REDEMPTION 01-25-400-009.000-023	001	C	030168	1205.50001.000.0002	11,542.45	Indy Assets, LLC	722,700.99
		70916952	001	C	030178	1173.20015.000.0529	1,063.68	Irving Materials Inc	724,364.67

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Montgomery County

Begin Date: 02/23/2021
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PO		Budget							
Prerun Date	PO	Mode Invoice	Bank	Check	Account Code	Vendor Name	Amount	Description	Check Total
		70916662	001	C	030178	1173.20015.000.0529 Irving Materials Inc	3,758.46	#8 GRAVEL	728,123.13
		06-25-331-023.000-024	001	C	030269	1201.50001.000.0003 Joanna D Immel	287.60	TAX SURPLUS	728,410.73
		6038215/1	001	C	030142	1000.30500.000.0012 Joe Ellis	75.80	REIMBURSEMENT	728,486.53
		01052021	001	C	030265	1000.30021.000.0068 Johnson Co Treasurer	2,380.00	M COLLINS	730,866.53
		21 ANNUAL BIDS	001	C	030179	1176.30800.000.0529 Journal Review	26.47	BID ADS	730,893.00
		K ROWE	001	C	030241	1000.30115.000.0271 Justice & Pyle Attorneys Law	1,759.50	APPEAL	732,652.50
		F RIVERBARK	001	C	030241	1000.30115.000.0271 Justice & Pyle Attorneys Law	1,318.50	APPEAL	733,971.00
		02222021	001	C	030242	1000.24201.000.0009 Kankakee Co Circuit Clerk's	59.50	C TURNER	734,030.50
		8627535	001	C	030180	1176.44518.000.0529 Kimball Midwest	322.58	TOOLS/BRUSH	734,353.08
		S111354153.001	001	C	030223	1000.24202.000.0380 Kirby Risk Corporation	48.70	LIGHTING	734,401.78
		2H2020	001	E	030521	4976.50000.000.0005 Ladoga Clerk Treasurer	8.00	AUG 2020 LAW ED	734,409.78
		2021-JAN	001	E	030521	4976.50000.000.0005 Ladoga Clerk Treasurer	4.00	JAN 2021 LAW ED	734,413.78
		2H2020	001	E	030521	4976.50000.000.0005 Ladoga Clerk Treasurer	28.00	OCT 2020 LAW ED	734,441.78
		2H2020	001	E	030521	4976.50000.000.0005 Ladoga Clerk Treasurer	24.00	SEPT 2020 LAW EI	734,465.78
		2H2020	001	E	030521	4976.50000.000.0005 Ladoga Clerk Treasurer	12.00	JULY 2020 LAW EC	734,477.78
		COURT COSTS JULY - DECEMBER 2020	001	E	210309	1116.50000.000.0002 Ladoga Clerk Treasurer	199.02	.	734,676.80
		2021-03LITCS	001	E	210309	7330.50000.000.0002 Ladoga Clerk Treasurer	5,410.42	.	740,087.22
		2021-03LITPS	001	E	210309	7331.50000.000.0002 Ladoga Clerk Treasurer	3,782.25	.	743,869.47
		WHEEL & SURTAX	001	E	262024	6020.31200.000.0002 Ladoga Clerk Treasurer	1,068.53	JAN 2021	744,938.00
		2021-03LITCS	001	C	030256	7330.50000.000.0002 Ladoga Public Library	1,604.33	.	746,542.33
		354814	001	C	030125	5100.00026.000.0000 Liberty National Insurance	2,975.28	LIBERTY NATIONA	749,517.61
		193511	001	C	030181	1173.20015.000.0529 Lincoln Park Stone	146.10	#8 WHITE ROCK	749,663.71
		193555	001	C	030181	1173.20015.000.0529 Lincoln Park Stone	1,289.60	#8 WHITE ROCK	750,953.31
		2021-03LITCS	001	E	210310	7330.50000.000.0002 Linden Public Library	2,478.08	.	753,431.39
		11-34-111-004.000-025	001	C	030270	1201.50001.000.0003 Lisa A Kidd	1,492.24	TAX SURPLUS	754,923.63
		11-34-111-040.000-025	001	C	030270	1201.50001.000.0003 Lisa A Kidd	24.04	TAX SURPLUS	754,947.67
		11-34-111-041.000-025	001	C	030270	1201.50001.000.0003 Lisa A Kidd	103.24	TAX SURPLUS	755,050.91
		05-13-400-013.001-036	001	C	030271	1000.50010.000.0002 Louise Rosen	1,309.34	17 T	756,360.25
		05-13-400-013.001-036	001	C	030271	1000.50010.000.0002 Louise Rosen	1,388.49	17 T	757,748.74
		05-13-400-013.001-036	001	C	030271	1000.50010.000.0002 Louise Rosen	1,517.41	17 T	759,266.15
		34528	001	C	030143	1000.30051.000.0201 Luna Language Services	180.00	INTERPRETER	759,446.15
		34529	001	C	030243	1000.30051.000.0202 Luna Language Services	180.00	INTERPRETER	759,626.15
		2021-03LITCS	001	E	210311	7330.50000.000.0002 Madison Township Trustee	4,862.42	.	764,488.57
		6464	001	C	030182	1169.33450.000.0529 Magic Glass	1,065.00	WINDSHIELD TINT	765,553.57
		2405688X	001	C	030244	1000.20150.000.0009 Matthew Bender & Co Inc	335.31	IN PAT JURY	765,888.88

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Prerun Date	PO	Mode	Invoice	Budget		Vendor Name	Amount	Description	Check Total
				Bank	Check				
			1327117	001	C 030144	1000.30036.000.9655 Metro Fibernet Lic	605.59	021421-03132021	766,494.47
			TM05974555	001	C 030124	1000.12055.000.0068 Metropolitan Life Insurance Co	703.68	AD&D/LIFE	767,198.15
			TM05974555	001	C 030124	1000.12080.000.0068 Metropolitan Life Insurance Co	6,746.99	STD/LTD	773,945.14
			TM05974555	001	C 030124	5100.00016.000.0000 Metropolitan Life Insurance Co	6,899.21	DENTAL/VISION	780,844.35
			TM05974555	001	C 030124	5100.00040.000.0000 Metropolitan Life Insurance Co	697.93	SUPPLEMENT LIFE	781,542.28
				001	C 030169	1000.50010.000.0002 Michael & Patricia Schott	1,718.94	Corr to 17T	783,261.22
				001	C 030169	1000.50011.000.0002 Michael & Patricia Schott	20.34	Corr to 17T	783,281.56
			07-31-333-052.000-030	001	C 030272	1000.50010.000.0002 Michael Tyler & Jessica Greene	449.29	17 T	783,730.85
			07-31-333-052.000-030	001	C 030272	1000.50010.000.0002 Michael Tyler & Jessica Greene	485.52	17 T	784,216.37
			5024710	001	C 030202	1170.30100.000.0005 Mike Raisor Ford	14.00	GLOVE BOX	784,230.37
				001	C 030160	4931.50000.000.0002 Mont Cnty Treasurer	9,897.51	CERT SURPLUS	793,927.88
			WHEEL & SURTAX	001	C 030161	6020.31200.000.0002 Mont Cnty Treasurer	77,105.48	JAN 2021	871,033.36
			54-14-07-200-012.000-001 M SWEET	001	C 030166	5100.00024.000.0000 Mont Cnty Treasurer	55.58	DDCIR-MONT TREA	871,088.94
			54-10-03-400-072.000-025 D POWELL	001	C 030166	5100.00024.000.0000 Mont Cnty Treasurer	178.19	DDCIR-MONT TREA	871,267.13
			CERT SALE REDEMPTION 54-08-36-111-004.000-014	001	C 030170	4931.50000.000.0002 Mont Cnty Treasurer	1,995.30	PROP TAXES	873,262.43
			2021-03LITCS	001	C 030257	7330.50000.000.0002 Mont Cnty Treasurer	328,478.00	.	1,201,740.43
			2021-03LITPS	001	C 030257	7331.50000.000.0002 Mont Cnty Treasurer	229,628.66	.	1,431,369.09
			03012021	001	C 030145	7304.41519.000.0000 Montgomery Co Vis Conv Bureau	25,000.00	1ST QRT DRAW	1,456,369.09
			2021/1-1	001	C 030146	9122.12005.000.0235 Montgomery County	1,151.68	FICA & INPRS	1,457,520.77
			2020/12-1	001	C 030146	9122.12005.000.0235 Montgomery County	1,151.68	FICA & INPRS	1,458,672.45
			2021/JANUARY-1	001	C 030146	9167.12005.000.0235 Montgomery County	129.27	FICA REIMBURSE	1,458,801.72
			2021/JANUARY-1	001	C 030146	9167.12005.000.0235 Montgomery County	129.27	FICA REIMBURSE	1,458,930.99
			2021/JANUARY-1	001	C 030146	9167.12005.000.0235 Montgomery County	216.16	PERF REIMBURSE	1,459,147.15
			2021/JANUARY-1	001	C 030146	9167.12005.000.0235 Montgomery County	216.16	PERF REIMBURSE	1,459,363.31
			2021/JANUARY-2	001	C 030146	9167.12050.000.0235 Montgomery County	648.13	GROUP INSURANC	1,460,011.44
			2021/JANUARY-1	001	C 030146	9168.12005.000.0235 Montgomery County	166.85	FICA HC	1,460,178.29
			2021/JANUARY-1	001	C 030146	9168.12005.000.0235 Montgomery County	166.85	FICA HC	1,460,345.14
			2021/JANUARY-1	001	C 030146	9168.12005.000.0235 Montgomery County	145.08	FICA PG	1,460,490.22
			2021/JANUARY-1	001	C 030146	9168.12005.000.0235 Montgomery County	145.08	FICA PG	1,460,635.30
			2021/JANUARY-1	001	C 030146	9168.12005.000.0235 Montgomery County	202.31	PERF HC	1,460,837.61
			2021/JANUARY-1	001	C 030146	9168.12005.000.0235 Montgomery County	202.31	PERF HC	1,461,039.92
			2021/JANUARY-1	001	C 030146	9168.12005.000.0235 Montgomery County	167.30	PERF PG	1,461,207.22
			2021/JANUARY-1	001	C 030146	9168.12005.000.0235 Montgomery County	167.31	PERF PG	1,461,374.53
			2021/JANUARY-2	001	C 030146	9168.12050.000.0235 Montgomery County	648.13	INSURANCE HC	1,462,022.66
			2021/JANUARY-2	001	C 030146	9168.12050.000.0235 Montgomery County	648.13	INSURANCE PG	1,462,670.79

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PO			Budget							
Prerun Date	PO	Mode Invoice	Bank	Check	Account Code	Vendor Name	Amount	Description	Check Total	
		M CORK	001	C	030167	5100.00024.000.0000	Montgomery County Clerk	50.00	DDCIR-GARN	1,462,720.79
		L LAZELL	001	C	030167	5100.00024.000.0000	Montgomery County Clerk	25.00	DDCIR-GARN	1,462,745.79
		MIEFEB2021	001	C	030245	9136.30179.000.0235	Montgomery County Probation	15.00	G BERRY	1,462,760.79
		MIEFEB2021	001	C	030245	9136.30179.000.0235	Montgomery County Probation	15.00	L BROWN	1,462,775.79
		MIEFEB2021	001	C	030245	9136.30179.000.0235	Montgomery County Probation	15.00	J MYERS	1,462,790.79
		MIEFEB2021	001	C	030245	9136.30179.000.0235	Montgomery County Probation	15.00	C BOWLIN	1,462,805.79
		MIEFEB2021	001	C	030245	9136.30179.000.0235	Montgomery County Probation	15.00	C POPPAW	1,462,820.79
		MIEFEB2021	001	C	030245	9136.30179.000.0235	Montgomery County Probation	15.00	H STEVENS	1,462,835.79
		MIEFEB2021	001	C	030245	9136.30179.000.0235	Montgomery County Probation	30.00	J STINSON	1,462,865.79
		MIEFEB2021	001	C	030245	9136.30179.000.0235	Montgomery County Probation	30.00	L CUMMINS	1,462,895.79
		MIEFEB2021	001	C	030245	9136.30179.000.0235	Montgomery County Probation	30.00	M RESCIGNO	1,462,925.79
		02262021	001	C	030245	9136.30902.000.0235	Montgomery County Probation	200.00	L JONES	1,463,125.79
		000001	001	C	030230	1000.30050.000.0506	Montgomery County Solid Waste	26,500.00	2021 Semi Annual	1,489,625.79
		779773	001	C	030183	1169.21523.000.0529	Napa	13.64	FUSES	1,489,639.43
		779850	001	C	030183	1169.21523.000.0529	Napa	18.96	BROOM	1,489,658.39
		779617	001	C	030183	1169.21523.000.0529	Napa	444.63	BATTERY	1,490,103.02
		779058	001	C	030183	1169.21523.000.0529	Napa	547.41	TERMINAL	1,490,650.43
		778950	001	C	030183	1169.21523.000.0529	Napa	59.40	TERMINAL	1,490,709.83
		779503	001	C	030183	1169.21523.000.0529	Napa	86.49	CARBURETOR	1,490,796.32
		779456	001	C	030183	1169.21523.000.0529	Napa	230.88	MARKER LAMP	1,491,027.20
		7803985	001	C	030183	1169.21523.000.0529	Napa	85.92	WASHER/SCREW/I	1,491,113.12
		SI-115442	001	C	030224	1000.22030.000.0380	Nelson & Co	325.05	UNIFORMS	1,491,438.17
		2021-03LITCS	001	E	210312	7330.50000.000.0002	New Richmond Clk Treasurer	2,287.00	.	1,493,725.17
		2021-03LITPS	001	E	210312	7331.50000.000.0002	New Richmond Clk Treasurer	1,598.75	.	1,495,323.92
		WHEEL & SURTAX	001	E	262025	6020.31200.000.0002	New Richmond Clk Treasurer	387.01	JAN 2021	1,495,710.93
		2021-03LITCS	001	E	210313	7330.50000.000.0002	New Ross Clk Treasurer	1,049.58	.	1,496,760.51
		2021-03LITPS	001	E	210313	7331.50000.000.0002	New Ross Clk Treasurer	733.67	.	1,497,494.18
		WHEEL & SURTAX	001	E	262026	6020.31200.000.0002	New Ross Clk Treasurer	412.41	JAN 2021	1,497,906.59
		820065412	001	C	030184	1176.23522.000.0529	Pomp's Tire Service Inc.	295.29	NEW TIRE	1,498,201.88
		850065447	001	C	030184	1176.23522.000.0529	Pomp's Tire Service Inc.	984.75	NEW TIRES	1,499,186.63
		9804	001	C	030185	1169.33450.000.0529	Power Systems & Supply Lic	1,878.33	EQUIP MAINT ETC	1,501,064.96
		369618-IN	001	C	030147	1169.33450.000.0529	Puritan Water Conditioning Inc	20.25	5 GAL WATER	1,501,085.21
		14413412	001	C	030203	1170.24201.000.0005	Quill Corp	16.70	CORD	1,501,101.91
		14478790	001	C	030203	1170.24201.000.0005	Quill Corp	15.35	STAPLER	1,501,117.26
		14292589	001	C	030203	1170.24201.000.0005	Quill Corp	46.47	WALL FILE	1,501,163.73

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Prerun Date	PO	PO		Budget				Amount	Description	Check Total
		Mode	Invoice	Bank	Check	Account Code	Vendor Name			
			14265713	001	C	030203	1170.24201.000.0005 Quill Corp	143.14	TONER/PAPER	1,501,306.87
			14419088	001	C	030203	1170.24201.000.0005 Quill Corp	143.39	MISC SUPPLIES	1,501,450.26
			14339182	001	C	030204	1224.24201.000.0008 Quill Corp	207.15	MISC SUPPLIES	1,501,657.41
			14560584	001	C	030205	2100.24201.000.0235 Quill Corp	22.03	OFFICE SUPPLIES	1,501,679.44
			14454256	001	C	030205	9168.21909.000.0235 Quill Corp	56.94	K-CUPS	1,501,736.38
			14464137	001	C	030205	9168.21909.000.0235 Quill Corp	36.98	K-CUPS	1,501,773.36
			14453378	001	C	030205	9168.21909.000.0235 Quill Corp	111.37	ACCESSORIES	1,501,884.73
			14481809	001	C	030205	9168.21909.000.0235 Quill Corp	57.78	ACCESSORIES	1,501,942.51
			14292444	001	C	030206	4900.24201.000.0303 Quill Corp	69.10	VENDING	1,502,011.61
			14291068	001	C	030206	4900.24201.000.0303 Quill Corp	21.90	VENDING	1,502,033.51
			14298147	001	C	030206	4900.24201.000.0303 Quill Corp	176.92	VENDING ETC	1,502,210.43
			14336423	001	C	030225	1000.24201.000.0001 Quill Corp	71.36	PAPER ROLLS	1,502,281.79
			14417981	001	C	030226	1000.24201.000.0011 Quill Corp	47.47	OFFICE SUPPLIES	1,502,329.26
			14450145	001	C	030227	1000.24204.000.0201 Quill Corp	38.83	OFFICE SUPPLIES	1,502,368.09
			14572093	001	C	030228	1000.24201.000.0271 Quill Corp	19.99	2021 WKLY	1,502,388.08
			14560252	001	C	030228	1000.24201.000.0271 Quill Corp	113.88	OFFICE SUPPLIES	1,502,501.96
			14560584	001	C	030261	2100.24201.000.0235 Quill Corp	88.03	OFFICE SUPPLIES	1,502,589.99
			14454256	001	C	030261	9168.21909.000.0235 Quill Corp	56.94	K-CUPS	1,502,646.93
			14464137	001	C	030261	9168.21909.000.0235 Quill Corp	36.98	K-CUPS	1,502,683.91
			14453378	001	C	030261	9168.21909.000.0235 Quill Corp	111.37	ACCESSORIES	1,502,795.28
			14481809	001	C	030261	9168.21909.000.0235 Quill Corp	57.78	ACCESSORIES	1,502,853.06
			103170	001	C	030148	4917.44500.000.0312 Rapid Reproductions Inc.	195.00	FEB 2021	1,503,048.06
			01585520211	001	C	030207	4950.30160.000.0005 Redwood Toxicology Laboratory	11.33	MEDICAL SCREEN	1,503,059.39
			0694-002681110	001	C	030149	1000.30035.000.0068 Republic Services #786	90.72	MARCH 2021	1,503,150.11
			0786-000576121	001	C	030149	1000.30035.000.0068 Republic Services #786	267.30	MARCH 2021	1,503,417.41
			0786-000576122	001	C	030149	1000.30035.000.0068 Republic Services #786	151.25	MARCH 2021	1,503,568.66
			0786-000576125	001	C	030149	1000.30035.000.0068 Republic Services #786	398.44	MARCH 2021	1,503,967.10
			0786-000576124	001	C	030149	1176.30039.000.0529 Republic Services #786	360.63	MARCH 2021	1,504,327.73
			9837	001	C	030186	1169.21523.000.0529 Rgt Sales	61.80	SLICK MIST	1,504,389.53
			9856	001	C	030186	1173.23002.000.0529 Rgt Sales	216.00	ANTI-GEL	1,504,605.53
			34681549	001	C	030150	1119.24202.000.0001 Ricoh Usa Inc	117.47	MARCH 2021	1,504,723.00
			34680449	001	C	030151	2100.30016.000.0235 Ricoh Usa Inc	168.53	MARCH 2021	1,504,891.53
			5061502839	001	C	030246	1000.24201.000.0003 Ricoh Usa Inc	14.31	FEB 2021	1,504,905.84
			104670351	001	C	030152	1000.30016.000.0232 Ricoh Usa Inc	100.19	030221-04012021	1,505,006.03
			104665342	001	C	030247	1000.30083.000.0380 Ricoh Usa Inc	233.88	MARCH 2021	1,505,239.91

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Montgomery County

Prerun Date	PO	Mode	Invoice	Budget		Vendor Name	Amount	Description	Check Total
				Bank	Check				
			2021-03LITCS	001	E 210314	7330.50000.000.0002	1,861.33	.	1,507,101.24
			8	001	C 030248	1000.30210.000.0007	1,100.00	W THORNTON	1,508,201.24
			3022381454	001	C 030187	1169.33450.000.0529	310.00	ENGINE WARNING	1,508,511.24
			2021-03LITCS	001	E 210315	7330.50000.000.0002	1,140.17	.	1,509,651.41
			61902	001	C 030188	1135.60026.000.0529	1,345.00	SOFTWARE MAINT	1,510,996.41
			TAX SALE REDEMPTION 54-13-36-113-001.000-006	001	C 030266	1204.31204.000.0002	332.03	INTEREST	1,511,328.44
			TAX SALE REDEMPTION 54-13-36-113-001.000-006	001	C 030266	1204.50001.000.0002	974.95	REFUND TO BUYE	1,512,303.39
			TAX SALE REDEMPTION 54-13-36-113-001.000-006	001	C 030266	1205.50001.000.0002	14,525.05	SURPLUS REFUND	1,526,828.44
			20210076	001	C 030249	4931.50000.000.0002	1,893.75	COMMISH SALE 20	1,528,722.19
			20210086	001	C 030249	4937.50000.000.0002	200.00	2020 TAX SALE	1,528,922.19
			6000858238	001	C 030229	1000.30500.000.0380	1,476.00	SCREEN SERVICE	1,530,398.19
			JAN 2021 EXCISE TAX CORRECTION	001	E 030121	6000.00300.000.0002	23.67	EXCISECORR 1/21	1,530,421.86
			06-23-200-011.000-024	001	C 030273	1201.50001.000.0003	295.74	TAX SURPLUS	1,530,717.60
			333430/1	001	C 030189	1176.23546.000.0529	159.94	MAILBOXES	1,530,877.54
			2021-03LITCS	001	E 210316	7330.50000.000.0002	1,274.25	.	1,532,151.79
			101688	001	C 030208	1170.30100.000.0005	720.84	NEW TIRES	1,532,872.63
			101663	001	C 030208	1170.30100.000.0005	17.50	FLAT REPAIR	1,532,890.13
			10-04-112-022.000-030	001	C 030274	1000.50010.000.0002	89.88	17 T	1,532,980.01
			10121	001	E 022621	7304.30079.000.0000	247.00	DEC 2020	1,533,227.01
			10682	001	E 210306	1000.30230.000.0068	637.00	AUDITOR	1,533,864.01
			10670	001	E 210306	1000.30230.000.0068	120.00	SHERIFF	1,533,984.01
			10671	001	E 210306	1000.30230.000.0068	40.00	TREASURER	1,534,024.01
			10673	001	E 210306	1000.30230.000.0068	620.00	SUGAR CREEK	1,534,644.01
			10693	001	E 210306	1000.30230.000.0068	220.00	ENGINEERING	1,534,864.01
			10691	001	E 210306	1000.30230.000.0068	280.00	SOLID WASTE	1,535,144.01
			10668	001	E 210306	1000.30230.000.0068	12,440.00	COMMISSIONERS	1,547,584.01
			10681	001	E 210306	1000.30230.000.0068	80.00	JAIL BUILDING	1,547,664.01
			10669	001	E 210306	1000.30230.000.0068	160.00	PLAN COMMISSION	1,547,824.01
			10685	001	E 210306	1000.30240.000.0068	100.00	R STONE	1,547,924.01
			10686	001	E 210306	1000.30240.000.0068	80.00	R STONE	1,548,004.01
			10687	001	E 210306	1000.30240.000.0068	219.00	D POWELL	1,548,223.01
			10688	001	E 210306	1000.30240.000.0068	299.00	R BECHMAN	1,548,522.01
			10678	001	E 210306	1000.30240.000.0068	280.00	J MASHBURN	1,548,802.01
			10690	001	E 210306	1000.30240.000.0068	40.00	WATER V NICE	1,548,842.01
			10672	001	E 210306	1000.30240.000.0068	100.00	D BIRGE TORT	1,548,942.01

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PO			Budget							
Prerun Date	PO	Mode Invoice	Bank	Check	Account Code	Vendor Name	Amount	Description	Check Total	
		10689	001	E	210306	1000.30240.000.0068 Taylor,Chadd,Minnett, ET AL	674.00	WATER V MARTIN	1,549,616.01	
		823-531-2302	001	C	030153	4900.30148.000.0303 Tds Telecom	835.70	FEB 2021	1,550,451.71	
		053-157-0911	001	C	030250	4900.30148.000.0303 Tds Telecom	353.74	MARCH 2021	1,550,805.45	
		881552	001	C	030251	1000.30210.000.0007 Terre Haute Regional Hosp	250.00	W THORNTON	1,551,055.45	
		INV-8368	001	E	210307	1000.30095.000.9616 The Schneider Geospatial Lic	2,100.00	BEACON 1ST QRT	1,553,155.45	
		3005610777	001	C	030154	1000.30074.000.0313 Thyssenkrupp Elevator Corp	279.64	DEC 2020	1,553,435.09	
		3005663686	001	C	030154	1000.30074.000.0313 Thyssenkrupp Elevator Corp	288.81	JAN 2021	1,553,723.90	
		10600	001	C	030209	1170.21961.000.0005 Tom's Marine Sales & Service	39.07	CAP/VENTED GAS	1,553,762.97	
		A50349	001	C	030155	1000.21850.000.0313 Town & Country - Blue Tarp	239.98	ICE MELT	1,554,002.95	
		A49942	001	C	030155	1000.21850.000.0313 Town & Country - Blue Tarp	12.57	HOOK/TRAP	1,554,015.52	
		A49303	001	C	030155	1000.21850.000.0313 Town & Country - Blue Tarp	36.78	SOCKET/CORD	1,554,052.30	
		2021-03LITCS	001	E	210317	7330.50000.000.0002 Town Of Linden	2,471.08	.	1,556,523.38	
		2021-03LITPS	001	E	210317	7331.50000.000.0002 Town Of Linden	1,727.50	.	1,558,250.88	
		WHEEL & SURTAX	001	E	262027	6020.31200.000.0002 Town Of Linden	770.03	JAN 2021	1,559,020.91	
		WHEEL & SURTAX	001	C	030162	6020.31200.000.0002 Town Of New Market	616.92	JAN 2021	1,559,637.83	
		COURT COSTS JULY - DECEMBER 2020	001	C	030258	1116.50000.000.0002 Town Of New Market	128.51	.	1,559,766.34	
		2021-03LITCS	001	C	030258	7330.50000.000.0002 Town Of New Market	1,847.42	.	1,561,613.76	
		2021-03LITPS	001	C	030258	7331.50000.000.0002 Town Of New Market	1,291.42	.	1,562,905.18	
		2021-03LITCS	001	E	210318	7330.50000.000.0002 Town Of Waveland	1,051.75	.	1,563,956.93	
		2021-03LITPS	001	E	210318	7331.50000.000.0002 Town Of Waveland	735.25	.	1,564,692.18	
		WHEEL & SURTAX	001	E	262028	6020.31200.000.0002 Town Of Waveland	447.99	JAN 2021	1,565,140.17	
		0321489042	001	C	030156	1000.30075.000.0313 Unifirst Corporation	59.16	FLOOR MATS	1,565,199.33	
		2021-03LITCS	001	C	030259	7330.50000.000.0002 Union Township Trustee	16,394.25	.	1,581,593.58	
		19201-24	001	C	030190	1135.60005.000.0529 United Consulting	4,400.00	123120-01292021	1,585,993.58	
		436168959	001	C	030157	1000.30016.000.0011 Us Bank Equipment Finance	293.00	COPIER LEASE	1,586,286.58	
		10255	001	C	030210	1170.22030.000.0005 US Public Safety Group, Inc	299.15	FLEX BADGES	1,586,585.73	
		465919	001	C	030158	1224.24201.000.0008 Van Ausdall & Farrar	26.71	011321-02122021	1,586,612.44	
		465862	001	C	030159	1000.30016.000.0201 Van Ausdall & Farrar	46.41	021321-03122021	1,586,658.85	
		466754	001	C	030252	1000.24201.000.0009 Van Ausdall & Farrar	683.88	112020-02192021	1,587,342.73	
		02-600572804-5506129 5	001	C	030267	1000.30035.000.0068 Vectren Energy Del	886.74	012121-021721	1,588,229.47	
		02-600693458-5061955 9	001	C	030267	1000.30035.000.0068 Vectren Energy Del	205.96	012121-021721	1,588,435.43	
		02-6000354165-5787406 5	001	C	030267	1000.30035.000.0068 Vectren Energy Del	2,295.43	012121-021721	1,590,730.86	
		02-600293589-5228671 3	001	C	030267	1176.30035.000.0529 Vectren Energy Del	599.32	012121-021721	1,591,330.18	
			001	E	022621	4700.00033.000.0068 Ventanex, Inc	19,359.21	W/E 022621	1,610,689.39	
		27753 - Collection/Walden's	020	E	210304	4020.30050.000.0506 W Enterprises Lic	145.50	01-2021	1,610,834.89	

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PO		Budget							
Prerun Date	PO	Mode Invoice	Bank	Check	Account Code	Vendor Name	Amount	Description	Check Total
		27723 - Collection/City of Crawfordsville	020	E	210304	4020.30050.000.0506 W Enterprises Lic	4,100.00	01-2021	1,614,934.89
		27724 - Collection/Waveland/New Ross/N & S Schools	020	E	210304	4020.30050.000.0506 W Enterprises Lic	2,050.00	01-2021	1,616,984.89
		2021-03LITCS	001	E	210319	7330.50000.000.0002 Walnut Township Trustee	1,178.58	.	1,618,163.47
		P2097726	001	C	030121	5100.00028.000.0000 Washington National Insurance	1,705.38	022021-03192021	1,619,868.85
		2021-03LITCS	001	E	210320	7330.50000.000.0002 Waveland Public Library	2,358.92	.	1,622,227.77
		2021-03LITCS	001	C	030260	7330.50000.000.0002 Wayne Township Trustee	1,885.25	.	1,624,113.02
		2Q2020 LAW ED	001	E	030522	4976.50000.000.0005 Waynetown Clerk Treasurer	8.00	JUL-DEC 2020	1,624,121.02
		COURT COSTS JULY - DECEMBER 2020	001	E	210321	1116.50000.000.0002 Waynetown Clerk Treasurer	193.57	.	1,624,314.59
		2021-03LITCS	001	E	210321	7330.50000.000.0002 Waynetown Clerk Treasurer	2,782.92	.	1,627,097.51
		2021-03LITPS	001	E	210321	7331.50000.000.0002 Waynetown Clerk Treasurer	1,945.42	.	1,629,042.93
		WHEEL & SURTAX	001	E	262029	6020.31200.000.0002 Waynetown Clerk Treasurer	990.87	JAN 2021	1,630,033.80
		947923	001	C	030211	4975.30161.000.0005 West Central Veterinary Servic	86.60	WELLNESS EXAM	1,630,120.40
		T90068	001	C	030191	1169.21523.000.0529 West Side Tractor Sales	562.33	MISC SUPPLIES	1,630,682.73
		Y29268	001	C	030191	1169.33450.000.0529 West Side Tractor Sales	1,220.79	SOLOINOID BRACK	1,631,903.52
		2021-03LITCS	001	E	210322	7330.50000.000.0002 Wingate Clk Treasurer	1,799.83	.	1,633,703.35
		2021-03LITPS	001	E	210322	7331.50000.000.0002 Wingate Clk Treasurer	1,258.25	.	1,634,961.60
		WHEEL & SURTAX	001	E	262030	6020.31200.000.0002 Wingate Clk Treasurer	301.58	JAN 2021	1,635,263.18
		181590	001	C	030268	1000.46000.000.9616 Wintek Corporation	1,250.00	FIBER MAINT	1,636,513.18
		256030	001	C	030212	1170.30100.000.0005 Zippy Lube	35.00	OIL CHANGE	1,636,548.18
		256252	001	C	030212	1170.30100.000.0005 Zippy Lube	35.00	OIL CHANGE	1,636,583.18
		255854	001	C	030212	1170.30100.000.0005 Zippy Lube	35.00	OIL CHANGE	1,636,618.18
		255855	001	C	030212	1170.30100.000.0005 Zippy Lube	35.00	OIL CHANGE	1,636,653.18
		255807	001	C	030212	1170.30100.000.0005 Zippy Lube	35.00	OIL CHANGE	1,636,688.18
		255920	001	C	030212	1170.30100.000.0005 Zippy Lube	35.00	OIL CHANGE	1,636,723.18
							Location: 0000	50,118.58	
							Location: 0001	416.83	
							Location: 0002	1,282,375.93	
							Location: 0003	2,643.91	
							Location: 0004	166.40	
							Location: 0005	11,177.96	
							Location: 0006	21,843.18	
							Location: 0007	2,202.28	
							Location: 0008	1,005.43	

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		Mode	Invoice			Account Code					
								Location: 0009	2,200.02		
								Location: 0011	340.47		
								Location: 0012	111.59		
								Location: 0068	132,765.44		
								Location: 0201	265.24		
								Location: 0202	180.00		
								Location: 0232	100.19		
								Location: 0235	7,619.09		
								Location: 0271	8,711.87		
								Location: 0303	1,532.25		
								Location: 0312	415.00		
								Location: 0313	1,486.49		
								Location: 0380	17,182.93		
								Location: 0506	32,795.50		
								Location: 0529	55,078.52		
								Location: 9616	3,350.00		
								Location: 9655	638.08		
								Total:	1,636,723.18		

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		PO			Budget							
Prerun Date	PO	Mode	Invoice	Bank	Check	Account Code	Vendor Name	Amount	Description	Check Total		
02/26/2021			892069753	002	E	5100.00015.000.0002	Great-West Trust Company,Llc	2,040.78	Great West	1,638,763.96		
02/28/2021				001	E	5100.00014.000.0000	Ind Dept Of Revenue	11,932.09	DDCir-STATE TAX	1,650,696.05		
02/28/2021				001	E	5100.00014.000.0000	Ind Dept Of Revenue	12,236.11	DDCir-STATE TAX	1,662,932.16		
02/28/2021				001	E	5100.00014.000.0000	Ind Dept Of Revenue	8,270.42	DDCir-COUNTY TA	1,671,202.58		
02/28/2021				001	E	5100.00014.000.0000	Ind Dept Of Revenue	8,488.13	DDCir-COUNTY TA	1,679,690.71		
02/26/2021			State & County Taxes	002	E	5100.00014.000.0000	Ind Dept Of Revenue	2.75	Outstanding Bal	1,679,693.46		
02/26/2021				002	E	5100.00014.000.0000	Ind Dept Of Revenue	0.01	State/County tax	1,679,693.47		
02/26/2021				001	E	5100.00022.000.0000	Indiana State Collection Unit	638.00	DDCir-CHILD SUP	1,680,331.47		
02/26/2021				001	E	1000.12000.000.0068	Internal Revenue Service	17,222.05	DDCir-FICA-SS	1,697,553.52		
02/26/2021				001	E	1000.12000.000.0068	Internal Revenue Service	4,027.74	DDCir-FICA-MED	1,701,581.26		
02/26/2021				001	E	1159.12000.000.0610	Internal Revenue Service	712.93	DDCir-FICA-SS	1,702,294.19		
02/26/2021				001	E	1159.12000.000.0610	Internal Revenue Service	166.74	DDCir-FICA-MED	1,702,460.93		
02/26/2021				001	E	1176.12000.000.0529	Internal Revenue Service	4,332.50	DDCir-FICA-SS	1,706,793.43		
02/26/2021				001	E	1176.12000.000.0529	Internal Revenue Service	1,013.24	DDCir-FICA-MED	1,707,806.67		
02/26/2021				001	E	1189.12000.000.0004	Internal Revenue Service	19.53	DDCir-FICA-SS	1,707,826.20		
02/26/2021				001	E	1189.12000.000.0004	Internal Revenue Service	4.57	DDCir-FICA-MED	1,707,830.77		
02/26/2021				001	E	1222.12005.000.0303	Internal Revenue Service	699.81	DDCir-FICA-SS	1,708,530.58		
02/26/2021				001	E	1222.12005.000.0303	Internal Revenue Service	163.67	DDCir-FICA-MED	1,708,694.25		
02/26/2021				001	E	4900.12005.000.0303	Internal Revenue Service	734.10	DDCir-FICA-SS	1,709,428.35		
02/26/2021				001	E	4900.12005.000.0303	Internal Revenue Service	171.67	DDCir-FICA-MED	1,709,600.02		
02/26/2021				001	E	5100.00010.000.0000	Internal Revenue Service	5,564.51	DDCir-FICA-MED	1,715,164.53		
02/26/2021				001	E	5100.00012.000.0000	Internal Revenue Service	34,124.21	DDCir-FED TAX	1,749,288.74		
02/26/2021				001	E	5100.00013.000.0000	Internal Revenue Service	23,793.11	DDCir-FICA-SS	1,773,081.85		
02/26/2021				001	E	8120.12000.000.0610	Internal Revenue Service	72.19	DDCir-FICA-SS	1,773,154.04		
02/26/2021				001	E	8120.12000.000.0610	Internal Revenue Service	16.88	DDCir-FICA-MED	1,773,170.92		
02/26/2021				001	E	5100.00023.000.0000	Mccready & Keene	1,852.85	DDCir-SHERIFFVOI	1,775,023.77		
02/26/2021				001	E	5100.00030.000.0000	Mccready & Keene	100.00	DDCir-SHROTH	1,775,123.77		
02/26/2021				001	E	1000.12065.000.0068	Mont Cnty Treasurer	3,433.15	DDCir-HSASaving	1,778,556.92		
02/26/2021				001	E	1176.12065.000.0529	Mont Cnty Treasurer	807.80	DDCir-HSASaving	1,779,364.72		
02/26/2021				001	E	1222.12065.000.0303	Mont Cnty Treasurer	201.95	DDCir-HSASaving	1,779,566.67		
02/26/2021				001	E	4900.12065.000.0303	Mont Cnty Treasurer	173.10	DDCir-HSASaving	1,779,739.77		
02/26/2021				001	E	5100.00027.000.0000	Mont Cnty Treasurer	2,804.52	DDCir-HSA-VOL	1,782,544.29		
02/26/2021				001	E	1000.12050.000.0068	Montgomery Co Self-Insurance	663.88	DDCir-GPAHEALTH-	1,783,208.17		
02/26/2021				001	E	1000.12050.000.0068	Montgomery Co Self-Insurance	45,791.74	DDCir-GPAHEALTH-	1,828,999.91		
02/26/2021				001	E	1000.12050.000.0068	Montgomery Co Self-Insurance	49,084.35	DDCir-GPAHEALTH-	1,878,084.26		

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02/26/2021			001	E	1000.12050.000.0068	Montgomery Co Self-Insurance	49,084.35	DDCIR-GPAHEALT-	1,927,168.61
02/26/2021			001	E	1000.12050.000.0068	Montgomery Co Self-Insurance	49,438.75	DDCIR-GPAHEALT-	1,976,607.36
02/26/2021			001	E	1176.12050.000.0529	Montgomery Co Self-Insurance	10,397.64	DDCIR-GPAHEALT-	1,987,005.00
02/26/2021			001	E	1176.12050.000.0529	Montgomery Co Self-Insurance	10,797.60	DDCIR-GPAHEALT-	1,997,802.60
02/26/2021			001	E	1176.12050.000.0529	Montgomery Co Self-Insurance	10,886.27	DDCIR-GPAHEALT-	2,008,688.87
02/26/2021			001	E	1176.12050.000.0529	Montgomery Co Self-Insurance	10,886.27	DDCIR-GPAHEALT-	2,019,575.14
02/26/2021			001	E	1222.12050.000.0303	Montgomery Co Self-Insurance	2,688.69	DDCIR-GPAHEALT-	2,022,263.83
02/26/2021			001	E	1222.12050.000.0303	Montgomery Co Self-Insurance	3,077.15	DDCIR-GPAHEALT-	2,025,340.98
02/26/2021			001	E	1222.12050.000.0303	Montgomery Co Self-Insurance	3,195.51	DDCIR-GPAHEALT-	2,028,536.49
02/26/2021			001	E	1222.12050.000.0303	Montgomery Co Self-Insurance	3,195.51	DDCIR-GPAHEALT-	2,031,732.00
02/26/2021			001	E	4900.12050.000.0303	Montgomery Co Self-Insurance	322.60	DDCIR-GPAHEALT-	2,032,054.60
02/26/2021			001	E	4900.12050.000.0303	Montgomery Co Self-Insurance	1,778.45	DDCIR-GPAHEALT-	2,033,833.05
02/26/2021			001	E	4900.12050.000.0303	Montgomery Co Self-Insurance	2,181.87	DDCIR-GPAHEALT-	2,036,014.92
02/26/2021			001	E	4900.12050.000.0303	Montgomery Co Self-Insurance	2,181.87	DDCIR-GPAHEALT-	2,038,196.79
02/26/2021			001	E	4900.12050.000.0303	Montgomery Co Self-Insurance	2,181.87	DDCIR-GPAHEALT-	2,040,378.66
02/26/2021			001	E	1000.12020.000.0068	Public Empls Retirement Fd	24,586.67	DDCIR-INPRS	2,064,965.33
02/26/2021			001	E	1159.12020.000.0610	Public Empls Retirement Fd	1,096.75	DDCIR-INPRS	2,066,062.08
02/26/2021			001	E	1176.12020.000.0529	Public Empls Retirement Fd	8,023.74	DDCIR-INPRS-HWY	2,074,085.82
02/26/2021			001	E	1222.12005.000.0303	Public Empls Retirement Fd	1,362.37	DDCIR-INPRS	2,075,448.19
02/26/2021			001	E	4900.12005.000.0303	Public Empls Retirement Fd	1,399.88	DDCIR-INPRS	2,076,848.07
02/26/2021			001	E	5100.00011.000.0000	Public Empls Retirement Fd	7,656.45	DDCIR-INPRS	2,084,504.52
02/26/2021			001	E	5100.00011.000.0000	Public Empls Retirement Fd	1,161.89	DDCIR-PERFVOL	2,085,666.41
02/26/2021			001	E	5100.00011.000.0000	Public Empls Retirement Fd	115.24	DDCIR-PERFVOL2	2,085,781.65
02/26/2021			001	E	5100.00011.000.0000	Public Empls Retirement Fd	2,149.20	DDCIR-INPRS-HWY	2,087,930.85
02/26/2021			001	E	8120.12020.000.0610	Public Empls Retirement Fd	138.28	DDCIR-INPRS	2,088,069.13

Location: 0000	120,889.49
Location: 0002	2,040.78
Location: 0004	24.10
Location: 0068	243,332.68
Location: 0303	25,710.07
Location: 0529	57,145.06
Location: 0610	2,203.77
Total:	451,345.95

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End Date: 03/08/2021

		PO				Budget					
Prerun Date	PO	Mode	Invoice	Bank	Check	Account Code	Vendor Name	Amount	Description	Check Total	
								Electronic Totals:	1,136,194.94		
								Check Totals:	951,874.19		
								Prerun Totals:	451,345.95		
								Regular Totals:	1,636,723.18		
								Grand Totals:	2,088,069.13		

Payroll Claims

Tuesday, March 02, 2021 8:19 AM

Distribution Report - Employee Name/Budget Account Code
 Check Date: 02/26/2021 Normal

Montgomery County

Employee Name	Pay Record	Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type	History Pay Type
Northcutt, Greg A	Pay 01	Salary	Salary	Commissioners	Commissioners	94.29	1000.11021.000.0313	Salary	Salary
Northcutt, Greg A	Pay 01	Salary	Salary	Commissioners	Commissioners	1,602.62	1000.11983.000.0313	Salary	Salary
Clouser, Brooke E	Pay 01	Salary	Salary	CCC 1222	CCC 1222	1,569.54	1222.11730.000.0303	Salary	Salary
Weder, Tyler S	Pay 01	Salary	Salary	Commissioners	Commissioners	288.48	1000.11021.000.0380	Salary	Salary
Weder, Tyler S	Pay 01	Salary	Salary	Commissioners	Commissioners	1,346.15	1000.11224.000.0380	Salary	Salary
Kirby, Jared R	Pay 01	Salary	Salary	Commissioners	Commissioners	2,186.54	1170.11935.000.0005	Salary	Salary
Hines, Sarah A	Pay 01	Salary	Salary	CCC 1222	CCC 1222	56.12	1222.11021.000.0303	Salary	Salary
Hines, Sarah A	Pay 01	Salary	Salary	CCC 1222	CCC 1222	1,918.35	1222.11303.000.0303	Salary	Salary
Busse, Danielle M	Pay 01	Salary	Salary	Commissioners	Commissioners	1,440.54	1000.11702.000.0002	Salary	Salary
Andel, Jennifer J	Pay 01	Salary	Salary	Commissioners	Commissioners	2,468.88	1000.11100.000.0002	Salary	Salary
Wiles, Courtney D	Pay 01	Salary	Salary	Statewide 911	Statewide 911	1,384.54	4900.11830.000.0303	Salary	Salary
Douglas, Karyn D	Pay 01	Salary	Salary	Commissioners	Commissioners	1,895.92	1000.11100.000.0001	Salary	Salary
Newton, Mitchell A	Pay 01	Salary	Salary	Commissioners	Commissioners	1,346.15	1000.11499.000.0380	Salary	Salary
Ratcliff, Nicole L	Pay 01	Salary	Salary	Commissioners	Commissioners	1,412.31	1000.11202.000.0002	Salary	Salary
McCarty, Matt P	Pay 01	Salary	Salary	Commissioners	Commissioners	3,178.38	1170.11205.000.0005	Salary	Salary
Laplaunt, Nichole E	Pay 01	Salary	Salary	Commissioners	Commissioners	2,123.54	4905.11125.000.0235	Salary	Salary
Watson, Jacob M	Pay 01	Salary	Salary	Commissioners	Commissioners	140.10	1170.11021.000.0005	Salary	Salary
Watson, Jacob M	Pay 01	Salary	Salary	Commissioners	Commissioners	2,538.46	1170.11305.000.0005	Salary	Salary
Riddle, Terry L	Pay 01	Salary	Salary	Highway	Highway	780.29	1176.11021.000.0529	Salary	Salary

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Distribution Report - Employee Name/Budget Account Code
Check Date: 02/26/2021 Normal

Montgomery County

Employee Name	▲ Pay Record	▲ Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	▲ Current Pay Type	History Pay Type
Riddle, Terry L	Pay 01	Salary	Salary	Highway	Highway	1,280.50	1176.11752.000.0529	Salary	Salary
Garrard, Earlene L	Pay 01	Salary	Salary	Commissioners	Commissioners	1,828.85	1224.11503.000.0008	Salary	Salary
Teal, Anthony S	Pay 01	Salary	Salary	Commissioners	Commissioners	2,461.54	1170.11936.000.0005	Salary	Salary
Grigsby, Erica (Beth) B	Pay 01	Salary	Salary	Commissioners	Commissioners	1,157.31	1000.11809.000.0009	Salary	Salary
Riehle, Brian A	Pay 01	Salary	Salary	Commissioners	Commissioners	2,413.46	1170.11815.000.0005	Salary	Salary
Jones, Ashley N	Pay 01	Salary	Salary	Commissioners	Commissioners	1,273.92	1000.11460.000.0660	Salary	Salary
Melvin, Kathryn J	Pay 01	Salary	Salary	CCC 1222	CCC 1222	1,357.38	4900.11613.000.0303	Salary	Salary
Walke, Traci C	Pay 01	Salary	Salary	Commissioners	Commissioners	1,412.31	1000.11902.000.0002	Salary	Salary
Felker, Lori A	Pay 01	Salary	Salary	Commissioners	Commissioners	1,778.85	1000.11498.000.0380	Salary	Salary
Klein, Thomas A	Pay 01	Salary	Salary	Commissioners	Commissioners	3,653.85	1000.11120.000.0068	Salary	Salary
Beuoy, Ryan M	Pay 01	Salary	Salary	Commissioners	Commissioners	2,416.62	4923.11821.000.0271	Salary	Salary
Pearson, Layton A	Pay 01	Salary	Salary	Commissioners	Commissioners	1,157.31	1000.11412.000.0660	Salary	Salary
Weimer, Inez J	Pay 01	Salary	Salary	Commissioners	Commissioners	1,538.46	1000.11496.000.0380	Salary	Salary
Smith, Constance S	Pay 01	Salary	Salary	Commissioners	Commissioners	1,268.23	1000.11930.000.0380	Salary	Salary
Cutts, Eric A	Pay 01	Salary	Salary	Commissioners	Commissioners	84.94	1000.11029.000.0201	Salary	Salary
Cutts, Eric A	Pay 01	Salary	Salary	Commissioners	Commissioners	339.76	4905.11023.000.0235	Salary	Salary
Cutts, Eric A	Pay 01	Salary	Salary	Commissioners	Commissioners	2,123.54	9167.11105.000.0235	Salary	Salary
McNulty, Alayna R	Pay 01	Salary	Salary	Statewide 911	Statewide 911	1,357.38	4900.11813.000.0303	Salary	Salary
Hechinger, Robert J	Pay 01	Salary	Salary	Commissioners	Commissioners	271.88	1170.11021.000.0005	Salary	Salary

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Distribution Report - Employee Name/Budget Account Code
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Montgomery County

Employee Name	Pay Record	Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type	History Pay Type
Hechinger, Robert J	Pay 01	Salary	Salary	Commissioners	Commissioners	2,136.54	1170.11270.000.0005	Salary	Salary
Fulwider, James D	Pay 01	Salary	Salary	Commissioners	Commissioners	807.69	1000.11268.000.0068	Salary	Salary
Redmon, Ethan M	Pay 01	Salary	Salary	Commissioners	Commissioners	2,136.54	1170.11355.000.0005	Salary	Salary
Bradley, Heather N	Pay 01	Salary	Salary	Commissioners	Commissioners	1,399.16	1000.11300.000.0003	Salary	Salary
Swank, Nisha C	Pay 01	Salary	Salary	Commissioners	Commissioners	1,634.62	1000.11238.000.0380	Salary	Salary
Bailey, C T	Pay 01	Salary	Salary	Commissioners	Commissioners	76.92	1000.11021.000.0379	Salary	Salary
Bailey, C T	Pay 01	Salary	Salary	Commissioners	Commissioners	1,538.46	1000.11039.000.0379	Salary	Salary
Reynolds, Rebecca A	Pay 01	Salary	Salary	HD	HD	1,851.69	1159.11660.000.0610	Salary	Salary
Bauman, Tessa N	Pay 01	Part Time	Part Time	HD	HD	240.00	1159.11133.000.0610	Hourly	Hourly
Sarver, Thomas D	Pay 01	Salary	Salary	Commissioners	Commissioners	2,721.50	1000.11160.000.0660	Salary	Salary
Fletcher, Nathaniel G	Pay 01	Salary	Salary	Commissioners	Commissioners	1,375.00	1000.11298.000.0380	Salary	Salary
Lough, Jacob N	Pay 01	Salary	Salary	Highway	Highway	2,298.65	1176.11052.000.0529	Salary	Salary
Light, Cynthia S	Pay 01	Salary	Salary	Commissioners	Commissioners	1,522.46	1000.11360.000.0660	Salary	Salary
Thompson, Jack W	Pay 01	Salary	Salary	Highway	Highway	1,280.50	1176.11009.000.0529	Salary	Salary
Thompson, Jack W	Pay 01	Salary	Salary	Highway	Highway	396.15	1176.11021.000.0529	Salary	Salary
Northcutt, Adrienne R	Pay 01	Salary	Salary	HD	HD	1,585.31	1159.11061.000.0610	Salary	Salary
Gilliland, Patrick T	Pay 01	Salary	Salary	Commissioners	Commissioners	189.65	2100.11021.000.0235	Salary	Salary
Gilliland, Patrick T	Pay 01	Salary	Salary	Commissioners	Commissioners	1,896.62	9168.11225.000.0235	Salary	Salary
Waling, Ashlee N	Pay 01	Salary	Salary	Commissioners	Commissioners	2,082.08	2100.11025.000.0235	Salary	Salary

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Distribution Report - Employee Name/Budget Account Code
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Montgomery County

Employee Name	Pay Record	Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type	History Pay Type
Traugher, Kathy A	Pay 01	Salary	Salary	Commissioners	Commissioners	1,637.81	1189.11300.000.0004	Salary	Salary
Boyer III, William H	Pay 01	Salary	Salary	Commissioners	Commissioners	37.86	1000.11021.000.0380	Salary	Salary
Boyer III, William H	Pay 01	Salary	Salary	Commissioners	Commissioners	1,375.00	1000.11489.000.0380	Salary	Salary
Brazier, Cameron M	Pay 01	Salary	Salary	Commissioners	Commissioners	219.22	1000.11021.000.0380	Salary	Salary
Brazier, Cameron M	Pay 01	Salary	Salary	Commissioners	Commissioners	1,461.54	1000.11485.000.0380	Salary	Salary
Allen, Michael J	Pay 01	Salary	Salary	Highway	Highway	1,508.80	1176.11021.000.0529	Salary	Salary
Allen, Michael J	Pay 01	Salary	Salary	Highway	Highway	1,828.85	1176.11652.000.0529	Salary	Salary
King, Travis M	Pay 01	Salary	Salary	Commissioners	Commissioners	2,771.46	1170.11277.000.0005	Salary	Salary
Bowling, Michelle V	Pay 01	Salary	Salary	Commissioners	Commissioners	1,358.88	1170.11405.000.0005	Salary	Salary
Heggemeier, Loren W	Pay 01	Salary	Salary	Highway	Highway	1,306.12	1176.11073.000.0529	Salary	Salary
Feltner, Barbara M	Pay 01	Salary	Salary	Commissioners	Commissioners	1,487.77	1000.11409.000.0235	Salary	Salary
Lesko, Kara D	Pay 01	Salary	Salary	Commissioners	Commissioners	1,204.38	1000.11400.000.0201	Salary	Salary
Sandusky, Kimberly H	Pay 01	Salary	Salary	Commissioners	Commissioners	1,708.96	1000.11401.000.0001	Salary	Salary
Curtis, Shelby J	Pay 01	Salary	Salary	Commissioners	Commissioners	395.12	1170.11021.000.0005	Salary	Salary
Curtis, Shelby J	Pay 01	Salary	Salary	Commissioners	Commissioners	2,011.54	1170.11383.000.0005	Salary	Salary
Oldham, Racheal A	Pay 01	Salary	Salary	Commissioners	Commissioners	2,519.08	1000.11028.000.0235	Salary	Salary
Oldham, Racheal A	Pay 01	Salary	Salary	Commissioners	Commissioners	50.38	2100.11023.000.0235	Salary	Salary
Southard, Rachel A	Pay 01	Salary	Salary	Commissioners	Commissioners	1,269.77	1000.11211.000.0001	Salary	Salary
Hunt, David T	Pay 01	Salary	Salary	Commissioners	Commissioners	192.31	1000.11261.000.0061	Salary	Salary

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Distribution Report - Employee Name/Budget Account Code
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Montgomery County

Employee Name	Pay Record	Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type	History Pay Type
Cope, Vicki R	Pay 01	Salary	Salary	Statewide 911	Statewide 911	1,447.54	4900.11307.000.0303	Salary	Salary
McAnulty, Linda M	Pay 01	Salary	Salary	Commissioners	Commissioners	1,292.50	1000.11321.000.0201	Salary	Salary
Meritt, Christopher M	Pay 01	Salary	Salary	Highway	Highway	439.93	1176.11021.000.0529	Salary	Salary
Meritt, Christopher M	Pay 01	Salary	Salary	Highway	Highway	1,840.23	1176.11640.000.0529	Salary	Salary
Brady, Scott W	Pay 01	Salary	Salary	Highway	Highway	1,111.03	1176.11021.000.0529	Salary	Salary
Brady, Scott W	Pay 01	Salary	Salary	Highway	Highway	1,768.81	1176.11257.000.0529	Salary	Salary
Thomen, Austin D	Pay 01	Salary	Salary	Commissioners	Commissioners	2,136.54	1170.11235.000.0005	Salary	Salary
Geigle, Andria L	Pay 01	Salary	Salary	Commissioners	Commissioners	3,223.31	1000.11228.000.0235	Salary	Salary
Walters, Brookanna L	Pay 01	Salary	Salary	HD	HD	1,347.50	1159.11459.000.0610	Salary	Salary
Needham, Kelly L	Pay 01	Part Time	Part Time	Commissioners	Commissioners	196.15	1000.11938.000.0007	Salary	Salary
Proctor, Kyle A	Pay 01	Salary	Salary	Commissioners	Commissioners	1,234.85	1170.11945.000.0005	Salary	Salary
Lowe, Nema G	Pay 01	Salary	Salary	Commissioners	Commissioners	1,721.15	1000.11370.000.0380	Salary	Salary
Phillips, Jakob A	Pay 01	Salary	Salary	Commissioners	Commissioners	1,403.85	1000.11630.000.0380	Salary	Salary
Black, Rachel R	Pay 01	Salary	Salary	Commissioners	Commissioners	1,242.31	1000.11321.000.0202	Salary	Salary
Thomas, Rebekah L	Pay 01	Salary	Salary	Commissioners	Commissioners	1,196.54	1000.11204.000.0001	Salary	Salary
Blanton, Ronald L	Pay 01	Salary	Salary	Highway	Highway	511.55	1176.11021.000.0529	Salary	Salary
Blanton, Ronald L	Pay 01	Salary	Salary	Highway	Highway	1,914.58	1176.11859.000.0529	Salary	Salary
Frey, John E	Pay 01	Salary	Salary	Commissioners	Commissioners	807.69	1000.11368.000.0008	Salary	Salary
Thomas, Cole R	Pay 01	Salary	Salary	Commissioners	Commissioners	1,798.08	1000.11380.000.0380	Salary	Salary

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Distribution Report - Employee Name/Budget Account Code
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Montgomery County

Employee Name	Pay Record	Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type	History Pay Type
Steelsmith, Seth A	Pay 01	Salary	Salary	Highway	Highway	1,061.28	1176.11021.000.0529	Salary	Salary
Steelsmith, Seth A	Pay 01	Salary	Salary	Highway	Highway	1,689.58	1176.11072.000.0529	Salary	Salary
Kinnett, Richard	Pay 01	Salary	Salary	Commissioners	Commissioners	1,429.96	1000.11109.000.0009	Salary	Salary
Bentley, Sherri L	Pay 01	Salary	Salary	Commissioners	Commissioners	2,028.81	1000.11100.000.0008	Salary	Salary
Hughes, Jeremy A	Pay 01	Salary	Salary	Commissioners	Commissioners	50.38	1170.11021.000.0005	Salary	Salary
Hughes, Jeremy A	Pay 01	Salary	Salary	Commissioners	Commissioners	2,821.46	1170.11505.000.0005	Salary	Salary
Jones, Stephen W	Pay 01	Salary	Salary	Highway	Highway	692.05	1176.11021.000.0529	Salary	Salary
Jones, Stephen W	Pay 01	Salary	Salary	Highway	Highway	1,570.65	1176.11642.000.0529	Salary	Salary
Wilson, Loudella E	Pay 01	Salary	Salary	Commissioners	Commissioners	1,723.38	1000.11418.000.0380	Salary	Salary
Hampton, Dave W	Pay 01	Salary	Salary	Commissioners	Commissioners	1,306.12	1000.11132.000.0312	Salary	Salary
Emmert, Vicki A	Pay 01	Part Time	Part Time	Commissioners	Commissioners	394.60	1000.11168.000.0006	Hourly	Hourly
Emmert, Vicki A	Pay 02	Part Time	Part Time	Commissioners	Commissioners	7.42	1000.11412.000.0012	Hourly	Hourly
Rewerts, Dirk M	Pay 01	Salary	Salary	Highway	Highway	1,914.58	1176.11402.000.0529	Salary	Salary
Conkright, John W	Pay 01	Salary	Salary	Highway	Highway	35.90	1176.11021.000.0529	Salary	Salary
Conkright, John W	Pay 01	Salary	Salary	Highway	Highway	1,914.58	1176.11279.000.0529	Salary	Salary
Ledbetter, Sherri A	Pay 01	Salary	Salary	Commissioners	Commissioners	1,647.96	1000.11260.000.0660	Salary	Salary
Stewart, Linda L	Pay 01	Salary	Salary	Commissioners	Commissioners	1,115.38	1000.11502.000.0202	Salary	Salary
Forman, Darren D	Pay 01	Salary	Salary	Commissioners	Commissioners	749.38	1000.11100.000.0007	Salary	Salary
Ranard, Brennan D	Pay 01	Salary	Salary	Highway	Highway	12.74	1176.11021.000.0529	Salary	Salary

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Distribution Report - Employee Name/Budget Account Code
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Montgomery County

Employee Name	Pay Record	Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type	History Pay Type
Ranard, Brennan D	Pay 01	Salary	Salary	Highway	Highway	1,358.88	1176.11077.000.0529	Salary	Salary
Hedge, Jeffery A	Pay 01	Salary	Salary	Highway	Highway	308.62	1176.11021.000.0529	Salary	Salary
Hedge, Jeffery A	Pay 01	Salary	Salary	Highway	Highway	1,828.85	1176.11354.000.0529	Salary	Salary
Mills, Don G	Pay 01	Salary	Salary	Commissioners	Commissioners	192.31	1000.11261.000.0061	Salary	Salary
Byers, Stacey L	Pay 01	Salary	Salary	Commissioners	Commissioners	1,321.04	1000.11209.000.0009	Salary	Salary
Cummins, Thomas E	Pay 01	Salary	Salary	Commissioners	Commissioners	2,083.62	1000.11006.000.0006	Salary	Salary
Froedge, Jill A	Pay 01	Salary	Salary	Commissioners	Commissioners	1,739.54	1000.11321.000.0232	Salary	Salary
Gable, Faith T	Pay 01	Salary	Salary	Commissioners	Commissioners	1,964.81	1000.11523.000.0235	Salary	Salary
Gable, Faith T	Pay 01	Salary	Salary	Commissioners	Commissioners	196.50	2100.11021.000.0235	Salary	Salary
Parks, Sina M	Pay 01	Salary	Salary	Commissioners	Commissioners	1,865.00	1000.11575.000.0750	Salary	Salary
Walters, Jeffrey L	Pay 01	Part Time	Part Time	Commissioners	Commissioners	765.00	4950.11055.000.0005	Hourly	Hourly
Lough, Cody A	Pay 01	Salary	Salary	Highway	Highway	528.20	1176.11021.000.0529	Salary	Salary
Lough, Cody A	Pay 01	Salary	Salary	Highway	Highway	1,280.50	1176.11080.000.0529	Salary	Salary
Warren, Cheyenne M	Pay 01	Salary	Salary	Commissioners	Commissioners	1,519.23	1000.11497.000.0380	Salary	Salary
Campbell, Brian K	Pay 01	Salary	Salary	Commissioners	Commissioners	1,636.19	1000.11230.000.9655	Salary	Salary
Harshbarger, Jennifer S	Pay 01	Salary	Salary	Commissioners	Commissioners	1,280.50	1000.11721.000.0271	Salary	Salary
Boller, Cameron L	Pay 01	Salary	Salary	Commissioners	Commissioners	1,375.00	1000.11580.000.0380	Salary	Salary
Swick, Cody J	Pay 01	Salary	Salary	Commissioners	Commissioners	1,519.23	1000.11382.000.0380	Salary	Salary
Dodds, Regina M	Pay 01	Salary	Salary	Commissioners	Commissioners	1,346.15	1000.11486.000.0380	Salary	Salary

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Distribution Report - Employee Name/Budget Account Code
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Montgomery County

Employee Name	Pay Record	Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type	History Pay Type
Laffoon, Heather R	Pay 01	Salary	Salary	Commissioners	Commissioners	1,802.31	1000.11100.000.0003	Salary	Salary
McCoy, Bradley J	Pay 01	Salary	Salary	Highway	Highway	300.11	1176.11021.000.0529	Salary	Salary
McCoy, Bradley J	Pay 01	Salary	Salary	Highway	Highway	1,280.50	1176.11319.000.0529	Salary	Salary
Pike, Drake A	Pay 01	Salary	Salary	Commissioners	Commissioners	1,403.85	1000.11328.000.0380	Salary	Salary
Stonebraker, Casey T	Pay 01	Salary	Salary	Commissioners	Commissioners	1,461.54	1000.11703.000.0380	Salary	Salary
Fullenwider, Benjamin D	Pay 01	Salary	Salary	Commissioners	Commissioners	2,261.54	1170.11905.000.0005	Salary	Salary
Teague, Diamond M	Pay 01	Part Time	Part Time	HD	HD	517.50	1159.11133.000.0610	Hourly	Hourly
Smith, Mark	Pay 01	Salary	Salary	Commissioners	Commissioners	192.31	1000.11261.000.0061	Salary	Salary
Jones, Michael J	Pay 02	Salary	Salary	Commissioners	Commissioners	1,346.15	1000.11492.000.0380	Salary	Salary
Borden, Marsha J	Pay 01	Salary	Salary	Commissioners	Commissioners	1,751.69	1000.11400.000.0202	Salary	Salary
Beavers, Edward J	Pay 01	Salary	Salary	Highway	Highway	614.61	1176.11021.000.0529	Salary	Salary
Beavers, Edward J	Pay 01	Salary	Salary	Highway	Highway	1,560.92	1176.11375.000.0529	Salary	Salary
Caldwell, Melissa A	Pay 01	Salary	Salary	Commissioners	Commissioners	1,686.00	1000.11209.000.0312	Salary	Salary
Weller, Mary J	Pay 01	Part Time	Part Time	Follow the Fund	Follow the Fund	315.00	1189.11168.000.0004	Hourly	Hourly
Peck, James M	Pay 01	Salary	Salary	Highway	Highway	3,841.46	1176.11010.000.0529	Salary	Salary
Hieston, Aaron j	Pay 01	Salary	Salary	Highway	Highway	624.23	1176.11021.000.0529	Salary	Salary
Hieston, Aaron j	Pay 01	Salary	Salary	Highway	Highway	1,280.50	1176.11074.000.0529	Salary	Salary
Brazier, Kristi J	Pay 01	Salary	Salary	Commissioners	Commissioners	1,416.56	1000.11809.000.9655	Salary	Salary
Moore, Jacob A	Pay 01	Salary	Salary	Commissioners	Commissioners	2,514.27	1000.11160.000.0009	Salary	Salary

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Montgomery County

Employee Name	Pay Record	Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type	History Pay Type
Bruenger, Stephanie T	Pay 01	Salary	Salary	Commissioners	Commissioners	2,061.54	1170.11255.000.0005	Salary	Salary
Lewis, Treg Z	Pay 01	Salary	Salary	Commissioners	Commissioners	1,403.85	1000.11280.000.0380	Salary	Salary
Northcutt, Isaac M	Pay 01	Salary	Salary	Highway	Highway	576.73	1176.11021.000.0529	Salary	Salary
Northcutt, Isaac M	Pay 01	Salary	Salary	Highway	Highway	1,255.38	1176.11070.000.0529	Salary	Salary
Henry, Sherri K	Pay 01	Salary	Salary	CCC 1222	CCC 1222	2,100.81	1222.11102.000.0303	Salary	Salary
Payne, Brenda S	Pay 01	Salary	Salary	Commissioners	Commissioners	92.66	1000.11029.000.0201	Salary	Salary
Payne, Brenda S	Pay 01	Salary	Salary	Commissioners	Commissioners	2,316.69	1000.11244.000.0235	Salary	Salary
Dale, Connie K	Pay 01	Salary	Salary	Commissioners	Commissioners	2,182.23	1170.11705.000.0005	Salary	Salary
Sweet, Mark A	Pay 01	Salary	Salary	Highway	Highway	1,306.12	1176.11012.000.0529	Salary	Salary
Sweet, Mark A	Pay 01	Salary	Salary	Highway	Highway	808.14	1176.11021.000.0529	Salary	Salary
Parker, Nicole L	Pay 01	Salary	Salary	CCC 1222	CCC 1222	1,981.15	1222.11233.000.0303	Salary	Salary
Rivers, Abigail M	Pay 01	Salary	Salary	Commissioners	Commissioners	1,403.85	1000.11352.000.0380	Salary	Salary
Hodges, Amie J	Pay 01	Salary	Salary	Commissioners	Commissioners	1,650.69	1000.11400.000.0232	Salary	Salary
Olin, Matthew J	Pay 01	Salary	Salary	Highway	Highway	926.86	1176.11021.000.0529	Salary	Salary
Olin, Matthew J	Pay 01	Salary	Salary	Highway	Highway	1,865.42	1176.11506.000.0529	Salary	Salary
Clark, Brady M	Pay 01	Salary	Salary	Commissioners	Commissioners	138.23	1000.11021.000.0380	Salary	Salary
Clark, Brady M	Pay 01	Salary	Salary	Commissioners	Commissioners	1,346.15	1000.11494.000.0380	Salary	Salary
Miller, Gregory H	Pay 01	Salary	Salary	Commissioners	Commissioners	2,564.50	1000.11290.000.0009	Salary	Salary
Axsom, Keith A	Pay 01	Salary	Salary	Highway	Highway	1,413.77	1176.11007.000.0529	Salary	Salary

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Montgomery County

Employee Name	Pay Record	Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type	History Pay Type
Axsom, Keith A	Pay 01	Salary	Salary	Highway	Highway	675.95	1176.11021.000.0529	Salary	Salary
Guard, Forest D	Pay 01	Salary	Salary	Commissioners	Commissioners	807.69	1000.11068.000.0068	Salary	Salary
Swazay, Angela D	Pay 01	Salary	Salary	Commissioners	Commissioners	1,777.96	1000.11119.000.0660	Salary	Salary
Todd, Richard R	Pay 01	Salary	Salary	Commissioners	Commissioners	2,461.54	1170.11215.000.0005	Salary	Salary
Boyer IV, William H	Pay 01	Salary	Salary	Commissioners	Commissioners	1,403.85	1000.11490.000.0380	Salary	Salary
Orozco, Miguel A	Pay 01	Salary	Salary	Commissioners	Commissioners	1,375.00	1000.11488.000.0380	Salary	Salary
Ramos, Sandra A	Pay 01	Salary	Salary	Highway	Highway	1,228.15	1176.11259.000.0529	Salary	Salary
Reed, Amber D	Pay 01	Salary	Salary	HD	HD	2,027.88	1159.11516.000.0610	Salary	Salary
Yerkes-Mason, Deborah L	Pay 01	Salary	Salary	Commissioners	Commissioners	1,220.46	1224.11208.000.0008	Salary	Salary
Newlin, Timothy D	Pay 01	Salary	Salary	Commissioners	Commissioners	576.96	1000.11021.000.0380	Salary	Salary
Newlin, Timothy D	Pay 01	Salary	Salary	Commissioners	Commissioners	1,346.15	1000.11302.000.0380	Salary	Salary
Griffith, Jennifer A	Pay 01	Salary	Salary	Commissioners	Commissioners	2,186.54	1170.11275.000.0005	Salary	Salary
Wilson, Kenneth L	Pay 01	Salary	Salary	Highway	Highway	402.81	1176.11021.000.0529	Salary	Salary
Wilson, Kenneth L	Pay 01	Salary	Salary	Highway	Highway	1,386.08	1176.11452.000.0529	Salary	Salary
Bohlender, Jacob R	Pay 01	Salary	Salary	Commissioners	Commissioners	192.31	1000.11261.000.0061	Salary	Salary
Haslam, Tracy L	Pay 01	Salary	Salary	Commissioners	Commissioners	1,204.08	1000.11209.000.0271	Salary	Salary
Denbo, Leah L	Pay 01	Salary	Salary	Commissioners	Commissioners	1,442.04	1000.11101.000.0010	Salary	Salary
Orr, Donald S	Pay 01	Salary	Salary	HD	HD	1,493.88	1159.11216.000.0610	Salary	Salary
Melvin, Brent D	Pay 01	Salary	Salary	Highway	Highway	1,280.50	1176.11008.000.0529	Salary	Salary

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Distribution Report - Employee Name/Budget Account Code
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Montgomery County

Employee Name	Pay Record	Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type	History Pay Type
Melvin, Brent D	Pay 01	Salary	Salary	Highway	Highway	612.23	1176.11021.000.0529	Salary	Salary
Rice, Anthony J	Pay 01	Salary	Salary	Commissioners	Commissioners	2,361.54	1170.11850.000.0005	Salary	Salary
Victory-Kosinski, Kaytlynn R	Pay 01	Salary	Salary	Statewide 911	Statewide 911	1,440.46	4900.11212.000.0303	Salary	Salary
York, Jennifer B	Pay 01	Salary	Salary	Commissioners	Commissioners	2,762.81	9122.11051.000.0235	Salary	Salary
Dossett, Laura R	Pay 01	Salary	Salary	Commissioners	Commissioners	1,777.96	1000.11258.000.0068	Salary	Salary
Bushong, Cynthia D	Pay 01	Part Time	Part Time	Commissioners	Commissioners	374.69	1000.11200.000.0007	Salary	Salary
Bushong, Cynthia D	Pay 02	Salary	Salary	HD	HD	1,234.62	8120.11105.000.0610	Salary	Salary
Martin, Donald D	Pay 01	Salary	Salary	Highway	Highway	465.87	1176.11021.000.0529	Salary	Salary
Martin, Donald D	Pay 01	Salary	Salary	Highway	Highway	1,656.42	1176.11075.000.0529	Salary	Salary
Roberts, John R	Pay 01	Salary	Salary	HD	HD	750.00	1159.11162.000.0610	Salary	Salary
Ellis, Joseph M	Pay 01	Salary	Salary	Commissioners	Commissioners	675.96	1000.11112.000.0012	Salary	Salary
Michael, Dakota T	Pay 01	Salary	Salary	Highway	Highway	1,736.27	1176.11018.000.0529	Salary	Salary
Michael, Dakota T	Pay 01	Salary	Salary	Highway	Highway	455.77	1176.11021.000.0529	Salary	Salary
Harden, Chandra D	Pay 01	Salary	Salary	Statewide 911	Statewide 911	1,412.23	4900.11713.000.0303	Salary	Salary
Little, Lauren R	Pay 01	Salary	Salary	Commissioners	Commissioners	1,346.15	1000.11495.000.0380	Salary	Salary
Mason, Nathan W	Pay 01	Salary	Salary	Commissioners	Commissioners	1,397.46	2100.11525.000.0235	Salary	Salary
Meadows, Mary J	Pay 01	Salary	Salary	Commissioners	Commissioners	1,723.38	1224.11308.000.0008	Salary	Salary
Cevela, Jamie L	Pay 01	Salary	Salary	Commissioners	Commissioners	1,375.00	9131.11241.000.0005	Salary	Salary
Custer, Lena K	Pay 01	Salary	Salary	Commissioners	Commissioners	1,744.35	1000.11300.000.0001	Salary	Salary

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Montgomery County

Employee Name	Pay Record	Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type	History Pay Type
Roe, Becky S	Pay 01	Salary	Salary	Commissioners	Commissioners	1,020.38	1000.11393.000.0380	Salary	Salary
Herron, Amber L	Pay 01	Salary	Salary	Highway	Highway	1,828.85	1176.11159.000.0529	Salary	Salary
Kirby, Elizabeth L	Pay 01	Salary	Salary	CCC 1222	CCC 1222	1,685.85	1222.11404.000.0303	Salary	Salary
Crull, Kevin M	Pay 01	Salary	Salary	Commissioners	Commissioners	317.52	1170.11021.000.0005	Salary	Salary
Crull, Kevin M	Pay 01	Salary	Salary	Commissioners	Commissioners	2,463.46	1170.11934.000.0005	Salary	Salary
Donaldson, Steven B	Pay 01	Salary	Salary	Commissioners	Commissioners	4,515.31	1000.11421.000.0271	Salary	Salary
Morales Gutierrez, Sinahi U	Pay 01	Salary	Salary	Statewide 911	Statewide 911	1,384.54	4900.11413.000.0303	Salary	Salary
Downing, Monica D	Pay 01	Salary	Salary	Commissioners	Commissioners	1,375.00	1000.11487.000.0380	Salary	Salary
Villalpando, Lindsey A	Pay 01	Salary	Salary	Commissioners	Commissioners	2,219.69	1000.11273.000.0235	Salary	Salary
Glenn, Kirsten S	Pay 01	Salary	Salary	Commissioners	Commissioners	1,332.23	1224.11708.000.0008	Salary	Salary
Lowe, Albert L	Pay 01	Salary	Salary	Highway	Highway	1,130.79	1176.11021.000.0529	Salary	Salary
Lowe, Albert L	Pay 01	Salary	Salary	Highway	Highway	1,914.58	1176.11641.000.0529	Salary	Salary
Barth, Daniel S	Pay 01	Salary	Salary	Commissioners	Commissioners	1,403.85	1000.11239.000.0379	Salary	Salary
Cochran, Hannah R	Pay 01	Salary	Salary	Commissioners	Commissioners	213.20	2100.11021.000.0235	Salary	Salary
Cochran, Hannah R	Pay 01	Salary	Salary	Commissioners	Commissioners	2,131.77	9168.11113.000.0235	Salary	Salary
Bickel, Mark M	Pay 01	Salary	Salary	Commissioners	Commissioners	3,147.42	1000.11229.000.0235	Salary	Salary
Cox, Nancy L	Pay 01	Salary	Salary	Commissioners	Commissioners	1,220.46	1000.11503.000.0003	Salary	Salary
Davis, Michael D	Pay 01	Salary	Salary	Commissioners	Commissioners	1,828.85	1000.11105.000.0753	Salary	Salary
Minor, Jeremy K	Pay 01	Salary	Salary	Commissioners	Commissioners	2,186.54	1170.11507.000.0005	Salary	Salary

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Montgomery County

Employee Name	Pay Record	Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type	History Pay Type
Totheroh, Emily J	Pay 01	Salary	Salary	Commissioners	Commissioners	1,375.00	1000.11293.000.0380	Salary	Salary
Mellish, Thomas J	Pay 01	Salary	Salary	Commissioners	Commissioners	192.31	1000.11261.000.0061	Salary	Salary
Southard, Chancellor L	Pay 01	Salary	Salary	Commissioners	Commissioners	1,519.23	1000.11439.000.0379	Salary	Salary
Thompson, Nathaniel M	Pay 01	Salary	Salary	CCC 1222	CCC 1222	25.45	1222.11021.000.0303	Salary	Salary
Thompson, Nathaniel M	Pay 01	Salary	Salary	CCC 1222	CCC 1222	1,357.38	1222.11043.000.0303	Salary	Salary
Dickerson, Nicole L	Pay 01	Salary	Salary	Statewide 911	Statewide 911	1,357.38	4900.11414.000.0303	Salary	Salary
Stephens, William C	Pay 01	Salary	Salary	Highway	Highway	1,367.31	1176.11019.000.0529	Salary	Salary
Stephens, William C	Pay 01	Salary	Salary	Highway	Highway	589.65	1176.11021.000.0529	Salary	Salary
Brown, Brittany A	Pay 01	Salary	Salary	Commissioners	Commissioners	29.81	1000.11021.000.0379	Salary	Salary
Brown, Brittany A	Pay 01	Salary	Salary	Commissioners	Commissioners	1,490.38	1000.11339.000.0379	Salary	Salary
Jones, Lonnie D	Pay 01	Salary	Salary	Commissioners	Commissioners	2,821.46	1170.11274.000.0005	Salary	Salary
Brown, Christian C	Pay 01	Salary	Salary	Commissioners	Commissioners	2,009.62	1000.11480.000.0380	Salary	Salary
Gooding, Beth A	Pay 01	Salary	Salary	Commissioners	Commissioners	1,061.62	1000.11253.000.0380	Salary	Salary
Taylor, Michael G	Pay 01	Salary	Salary	Commissioners	Commissioners	267.84	1170.11021.000.0005	Salary	Salary
Taylor, Michael G	Pay 01	Salary	Salary	Commissioners	Commissioners	2,461.54	1170.11937.000.0005	Salary	Salary
Carrell, Henry W	Pay 01	Salary	Salary	Commissioners	Commissioners	1,634.65	1000.11733.000.0380	Salary	Salary
Conrad, Carolyn S	Pay 01	Salary	Salary	Commissioners	Commissioners	1,561.81	1000.11502.000.0232	Salary	Salary
Cravens, Samantha D	Pay 01	Salary	Salary	HD	HD	1,486.27	1159.11309.000.0610	Salary	Salary
Greene, Paula L	Pay 01	Salary	Salary	Commissioners	Commissioners	1,375.00	1000.11493.000.0380	Salary	Salary

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Montgomery County

Employee Name	Pay Record	Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type	History Pay Type
Miller, Farren M	Pay 01	Salary	Salary	Commissioners	Commissioners	1,781.81	1000.11524.000.0235	Salary	Salary
Miller, Farren M	Pay 01	Salary	Salary	Commissioners	Commissioners	178.20	2100.11021.000.0235	Salary	Salary
Taylor, Greg L	Pay 01	Salary	Salary	Commissioners	Commissioners	189.68	1000.11021.000.0313	Salary	Salary
Taylor, Greg L	Pay 01	Salary	Salary	Commissioners	Commissioners	1,147.50	1000.11734.000.0313	Salary	Salary
Douglas, Scott K	Pay 01	Salary	Salary	HD	HD	1,070.44	1159.11162.000.0610	Salary	Salary
Needham, Michael R	Pay 01	Salary	Salary	Commissioners	Commissioners	3,785.77	1170.11175.000.0005	Salary	Salary
Bonwell, David M	Pay 01	Salary	Salary	Commissioners	Commissioners	2,427.38	1000.11732.000.0312	Salary	Salary
Kersey, Michael T	Pay 01	Salary	Salary	Commissioners	Commissioners	2,461.54	1170.11200.000.0005	Salary	Salary
French, Aaron D	Pay 01	Salary	Salary	Commissioners	Commissioners	639.76	1170.11021.000.0005	Salary	Salary
French, Aaron D	Pay 01	Salary	Salary	Commissioners	Commissioners	2,461.54	1170.11022.000.0005	Salary	Salary
Wolf, James M	Pay 01	Salary	Salary	Commissioners	Commissioners	332.12	1000.11138.000.0308	Salary	Salary
Bowden, Jessica P	Pay 01	Salary	Salary	Statewide 911	Statewide 911	1,357.38	4900.11313.000.0303	Salary	Salary
Riddell, Matthew R	Pay 01	Salary	Salary	Commissioners	Commissioners	2,111.54	1170.11222.000.0005	Salary	Salary
Sutherlin, Kirsten M	Pay 01	Salary	Salary	Commissioners	Commissioners	1,269.81	1000.11209.000.0235	Salary	Salary
Halle, Cheryl D	Pay 01	Salary	Salary	Commissioners	Commissioners	1,708.96	1000.11409.000.0009	Salary	Salary
Latzke, Kristen C	Pay 01	Salary	Salary	Commissioners	Commissioners	1,220.08	1000.11209.000.0750	Salary	Salary
Alenduff, Brandon R	Pay 01	Salary	Salary	Commissioners	Commissioners	1,403.85	1000.11236.000.0380	Salary	Salary
Ferrin, Susan D	Pay 01	Salary	Salary	Commissioners	Commissioners	1,743.15	1000.11600.000.0001	Salary	Salary
Herron, Rhonda L	Pay 01	Salary	Salary	Commissioners	Commissioners	1,469.35	1000.11602.000.0002	Salary	Salary

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Distribution Report - Employee Name/Budget Account Code
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Montgomery County

Employee Name	▲ Pay Record	▲ Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	▲ Current Pay Type	History Pay Type
Booth, Gary D	Pay 01	Salary	Salary	Commissioners	Commissioners	192.31	1000.11261.000.006 1	Salary	Salary
Powell, Daniel E	Pay 01	Salary	Salary	Highway	Highway	844.61	1176.11021.000.052 9	Salary	Salary
Powell, Daniel E	Pay 01	Salary	Salary	Highway	Highway	1,386.08	1176.11076.000.052 9	Salary	Salary
Bentley, Jennifer J	Pay 01	Salary	Salary	Commissioners	Commissioners	1,780.12	1189.11100.000.000 4	Salary	Salary
Cornett, Alexander J	Pay 01	Salary	Salary	Highway	Highway	1,280.50	1176.11011.000.052 9	Salary	Salary
Cornett, Alexander J	Pay 01	Salary	Salary	Highway	Highway	612.23	1176.11021.000.052 9	Salary	Salary
Cork, Mercedes E	Pay 01	Salary	Salary	Commissioners	Commissioners	1,375.00	1000.11838.000.038 0	Salary	Salary
Stull, James D	Pay 01	Salary	Salary	Highway	Highway	946.87	1176.11021.000.052 9	Salary	Salary
Stull, James D	Pay 01	Salary	Salary	Highway	Highway	1,530.31	1176.11071.000.052 9	Salary	Salary
Davidson, Mark A	Pay 01	Salary	Salary	Commissioners	Commissioners	192.31	1000.11261.000.006 1	Salary	Salary
Williamson, Lindsay J	Pay 01	Salary	Salary	Commissioners	Commissioners	1,251.00	1000.11159.000.001 1	Salary	Salary
Morrison, Nicole R	Pay 01	Salary	Salary	Commissioners	Commissioners	1,160.46	1000.11502.000.020 1	Salary	Salary
Harrington, Shari L	Pay 01	Salary	Salary	Commissioners	Commissioners	2,083.62	1000.11095.000.965 5	Salary	Salary
Holley, Johnathon H	Pay 01	Salary	Salary	Commissioners	Commissioners	2,514.27	1000.11621.000.027 1	Salary	Salary
Walsh, Todd P	Pay 01	Salary	Salary	Commissioners	Commissioners	485.30	1170.11021.000.000 5	Salary	Salary
Walsh, Todd P	Pay 01	Salary	Salary	Commissioners	Commissioners	2,286.54	1170.11938.000.000 5	Salary	Salary
Haslam, Brittany R	Pay 01	Salary	Salary	CCC 1222	CCC 1222	1,469.27	1222.11212.000.030 3	Salary	Salary
Byers, Mindy K	Pay 01	Salary	Salary	Commissioners	Commissioners	2,098.58	1000.11300.000.000 2	Salary	Salary
Grayson, Peggy S	Pay 01	Salary	Salary	Commissioners	Commissioners	1,794.19	1224.11300.000.000 8	Salary	Salary

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Montgomery County

Employee Name	Pay Record	Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type	History Pay Type
Wines, Justin M	Pay 01	Salary	Salary	Commissioners	Commissioners	1,375.00	1000.11491.000.038	Salary	Salary
						0			
Jenkins Jr, Rodney L	Pay 01	Salary	Salary	Commissioners	Commissioners	2,538.46	1170.11315.000.000	Salary	Salary
						5			
Myers, Laren E	Pay 01	Salary	Salary	Commissioners	Commissioners	1,597.38	1170.11975.000.000	Salary	Salary
						5			
Cerda, Jonathan	Pay 01	Salary	Salary	Commissioners	Commissioners	175.49	1000.11021.000.038	Salary	Salary
						0			
Cerda, Jonathan	Pay 01	Salary	Salary	Commissioners	Commissioners	1,403.85	1000.11500.000.038	Salary	Salary
						0			
Lazell, Lula D	Pay 01	Salary	Salary	Commissioners	Commissioners	1,268.73	1000.11243.000.038	Salary	Salary
						0			
291						404,436.36			

Minutes - February 22, 2021

Tuesday, March 02, 2021 11:49 AM

MINUTES
MONTGOMERY COUNTY COMMISSIONER MEETING
MONDAY, FEBRUARY 22, 2021

The Montgomery County Commissioners met in regular session on Monday, February 22, 2021 at 8:00 am at the Montgomery County Courthouse, 100 E. Main Street – Room 103, Crawfordsville, Indiana.

Present were Board members: Board President John E. Frey, Vice President Commissioner Jim Fulwider and Dan Guard, Member. Also present Board Attorney Dan Taylor; County Administrator Tom Klein; Auditor Jennifer Andel; Building Administrator Marc Bonwell; County Engineer Jim Peck; E911 Director Sherri Henry; Sheriff Ryan Needham; Highway Director Jake Lough; Mapping Director Mike Davis; EMA Director Shari Harrington; Treasurer Heather Laffoon.

CALL TO ORDER

Commissioner Board President John E. Frey called the meeting to order @ 8:00 am and led Pledge of Allegiance and Commissioner Guard led the prayer.

PUBLIC HEARING

Re-Establishing the Cumulative Capital Development Fund

Public hearing was held. No one came forward with a comment.

The fund is re-established each year. The proposed rate is \$.0333 per \$100 of Assessed Value.

Introduction: Ordinance 2021-08: Re-Establishing the Cumulative Capital Development Fund

Re-Establishing the Cumulative Bridge Fund

Public hearing was held. No one came forward with a comment.

The fund is re-established each year. The proposed rate is \$075 per \$100 of Assessed Value.

Introduction: Ordinance 2021-09: Re-Establishing the Cumulative Bridge Fund

Re-Zone Case RS2021-1

Ordinance 2021-10: Re-Zone RZ2021-1 Commissioner Findings

The Plan Commission forwarded a favorable recommendation to rezone the 19 acre parcel from agriculture to single family residential filed by Ratcliff Inc. The parcel is located at the 3600 Block of South US 231. The development will consist of 11 lots of homes of 1500 to 2500 square feet. The parcel has received a driveway access permit from INDOT.

Commissioner Guard moved to approve Ordinance 2021-10 Re-Zone RZ2021-1. Seconded by Commissioner Fulwider. 2 votes in favor (Guard & Fulwider) 1 vote against (Frey)

CONSENT AGENDA

Approval of Claims – February 8, 2021 to February 22, 2021

Accounts Payable - \$3,280,402.64; Payroll - \$395,508.56

Approval of Minutes – February 8, 2021

2021 Youth Service Bureau Agreement - \$63,000

The Masters Touch - \$5,257.20

Invoice Cloud Agreement - \$50 monthly fee - \$15 e-check reject fee.

GovTech Services – Service is free.

Acknowledge Receipt of Redevelopment Commission 2020 Annual Report – The Redevelopment Commission has adopted the 2020 Annual Report. The Report is required to be submitted to the Board of Commissioners.

Commissioner Fulwider moved to approve the consent agenda items. Seconded by Commissioner Guard.

Motion passed 3-0.

OLD BUSINESS

Board Appointments: Health Board – Summer Irvin

Commissioner Guard moved to appoint Summer Irvin to the Montgomery County Health Board. Seconded by Commissioner Fulwider. Motion passed 3-0.

Property Tax Board of Appeals – Pat Richie

Commissioner Guard moved to appoint Pat Richie to the Property Tax Board of Appeals. Seconded by Commissioner Fulwider. Motion passed 3-0.

NEW BUSINESS**Safe Hiring Solutions Contract for Background Checks**

Service conducts background checks for potential employees for hire and to also conduct annual arrest reports. The fee for a background check is \$22.95 and the annual arrest reports costs \$2 per employee with a one-time set up fee of \$250.

Commissioner Guard moved to approve the Safe Hiring Solutions Contract for Background Checks. Seconded by Commissioner Fulwider. Motion passed 3-0.

DTN Contract – Highway Department – \$3,335.20 for 1st year; \$3,079.20 for future years

DTN provides weather prediction services. The contract will include pavement temperature predictions. A year subscription consists of 1 user, pavement temperature forecasting and 3 smart phone apps.

Commissioner Fulwider moved to approve the Survey Equipment Annual Maintenance Agreement. Seconded by Commissioner Guard. Motion passed 3-0.

Open Bids: Community Crossings Grant Paving Project

Three bids were opened from:

Milestone - \$865,360.60

Harding Group - \$871,607.79

Reith Riley - \$866,922.60

Commissioner Guard moved to take the bids under advisement. Seconded by Commissioner Fulwider. Motion passed 3-0.

BFS Contract - \$126,500 & Not to Exceed \$30,000 for Geotechnical & Surveying Services

Contract is for services related to the transfer of dirt to the landfill and the regrading of drainage swales along the perimeter of the landfill.

Commissioner Fulwider moved to approve the BFS Contract. Seconded by Commissioner Guard. Motion passed 3-0.

RESOLUTIONS**Resolution 2021-02: Extending a Public Health Emergency and Authorization Emergency Powers**

Resolution extends the public health emergency until March 31, 2021.

Commissioner Fulwider moved to approve Resolution 2021-02. Seconded by Commissioner Guard. Motion passed 3-0.

Resolution 2021-03: Amending Parcels for Sale of Commissioners Tax Sale Certificate

Resolution removes two parcels located in the City of Crawfordsville on Walnut Street.

Commissioner Fulwider moved to approve Resolution 2021-03. Seconded by Commissioner Guard. Motion passed 3-0.

Resolution 2021-04: Amending the Intergovernmental Cooperation Agreement with the City of Crawfordsville for the Shared Road Maintenance

Commissioner Fulwider moved to approve Resolution 2021-04. Seconded by Commissioner Guard.

Motion passed 3-0.

Resolution 2021-05: Expressing Support for Local Control of Land Use Decisions

Resolution expresses the Board of Commissioners' opposition to House Bill 1381 that would remove local control regarding the placement of wind and solar farms.

Commissioner Guard moved to approve Resolution 2021-05. Seconded by Commissioner Fulwider.

Motion passed 3-0.

ORDINANCES

Introduction: Ordinance 2021-11: Amending the Speed Limits on CR300 North and Glen Way Drive

Introduced ordinance reduces the speed limit on County Road 300 North to 35 mph for a certain portion and codifies a 30 mph speed limit for Glen Way Drive.

ADJOURNMENT

There being no further business before the Board, *Commissioner Guard moved to adjourn. Commissioner Fulwider seconded. Motion passed 3-0.*

Meeting adjourned at 8:30 am.

Minutes prepared by Commissioners Executive Assistant Lori Dossett.

The next regular meeting will be held on Monday, March 8, 2021 @ 8:00 am

@ Montgomery County Courthouse, 100 E. Main Street – Room 103, Crawfordsville, IN 47933.

MONTGOMERY COUNTY BOARD OF COMMISSIONERS:

John E. Frey, Board President

Attest:

Jennifer Andel, Auditor

2020 Annual SCAB Report

Tuesday, March 02, 2021 8:20 AM

Sugar Creek Advisory Board 2020 Annual Report

Summary

- I. Permits: 0
- II. Changes in land use along riparian zone: 0
- III. Incidents: 0
- IV. Violations: 0

Sugar Creek Advisory Board
Annual Report
2020
(Approved: January 28, 2021)

In 2020 the Sugar Creek Advisory Board consisted of the following members and officers:

- Kenny Cain, secretary, second term expires December 31, 2022.
- Allan Clauser, reappointed in February 2019 to a second term which will expire at the end of 2021.
- David Hadley, chairman, second term expires December 31, 2022.
- Greg Lough, vice chairman, first term expired December 31, 2020.
- Raoul Moore, appointed by the Montgomery County Commissioners in February 2019. Term will expire December 31, 2021.
- Jack Whitecotton, second term expired December 31, 2020.

Serving as advisory nonvoting members were:

- Marc Bonwell, Montgomery County Building Administrator
- Jim Fulwider, Montgomery County Commissioner
- Blaine Gillan, Department of Natural Resources Conservation Officer
- Amber Reed, Montgomery County Health Department Administrator

Darren Chadd serves as attorney for the Advisory Board.

Because of COVID-19 restrictions the Sugar Creek Advisory Board did not meet officially in 2020. One virtual meeting was scheduled for August 13, 2020, but for lack of reliable internet connection the board lacked a quorum to meet officially. Information was shared with those members present, but no official action could be taken.

Items that the Sugar Creek Advisory Board continues to watch and that may require some action in 2021 are:

1. Implementation of the Chapter 7 (Natural Resources) of the Montgomery County Comprehensive Plan. In 2019 the Board noted that the plan's goals and action items could include projects and activities near and involving Sugar Creek. Health Administrator Amber Reed suggested that someone from the Advisory Board remain in contact with the Plan Commission concerning actions impacting the Creek. Ms. Reed had also reminded the Board

of the need to identify and record drain and septic outlets into the Creek and their sources. Many such outlets are unknown, undocumented, and unmonitored.

2. Crawfordsville Power Plant Dam Removal. Friends of Sugar Creek continues to pursue the removal of the low-head dam at the site of the former Crawfordsville Electric Light and Power Plant. The dam serves no purpose now, shows signs of deterioration, and poses a hazard to recreational users of the Creek. Friends of Sugar Creek has continued to work with a consultant to procure funds to support removal, perform sediment studies and fishery and mollusk assessments required to receive removal permits, and resolve dam ownership issues. The permitting processes are underway and all permits (from the US Corp of Engineers, IDEM, Indiana Department of Natural Resources, the Division of Water, and State Historical Preservation) should be approved by fall 2021. Crawfordsville Mayor Barton has provided support for the project. At some point in 2021, assuming all state and Federal permits are approved, the project will require approval under the Montgomery County Sugar Creek Ordinance. This would involve approval of a plan to gain access to the creek for the removal equipment, excavation and tree or vegetation removal necessary for accessing the site, and restoration and reforestation at the end of the project.
3. Support for Montgomery County Soil and Water Conservation District and Friends of Sugar Creek application for a Indiana Department of Environmental Management 319 Grant application. The Advisory Board voted in 2019 to provide a letter of support for the MCSWCD/FOSC application for a 319 Grant to assess water quality in the Sugar Creek watershed and develop a plan for reducing non-point source pollution in this area. The Board proposed to develop and distribute information materials concerning the county's Sugar Creek Ordinance and appoint a board member to the watershed plan development project steering committee. The 2019 application was not approved, but a revised application covering an area called Upper Sugar Creek, was submitted in 2020 and has received preliminary approval. Work on this project should begin in Fall 2021.

David Hadley

Kenneth Cain

Allan Clauser

Greg Lough

Raoul Moore

Jack Whitecotton

First Financial Agreement

Tuesday, March 02, 2021 8:20 AM

Our final Treasurer's Contract for 2021 is for the First Financial Bank. I had sent you a Service Agreement last week. I didn't know at that time the cost per transaction. I asked them to provide me with documentation of what it will cost for each transaction. In the past, The lockbox was \$0.20 per transaction. The cost has gone up to \$0.25 per transaction. There is the same standard \$125 Monthly Maintenance we have had in the past. I have included prior years' invoices as well as what an estimated 2021 invoice will look like.

We use the lockbox to help us process mailed in tax payments and eliminate the time it takes to process payments in our office with personnel. First Financial Bank opens the mail and scans the tax statement and deposits the check into our First Financial Bank and sends our office a download file to put into our tax software to process all the tax payments into one easy transaction. The money is then transferred into our main bank account before settlement.

Please let me know if you have any additional questions about this contract before next Monday.

Thank you,

Heather R. Laffoon

Montgomery County Treasurer

100 East Main Street, Room 101

Crawfordsville, IN 47933

Phone (765) 364-6410

Fax (765) 364-6413



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REQUIRES
SIGNATURE

**FIRST FINANCIAL BANK
MASTER TREASURY MANAGEMENT SERVICES AGREEMENT**

Customer Name: Montgomery County Treasurer (the "Company")

This Agreement is made as of the date set forth below between Company and FIRST FINANCIAL BANK, an Ohio chartered bank (the "Bank"), and together with the Related Agreements (as defined below), all of which are incorporated by reference herein, constitutes the entire agreement between the parties (collectively, the "Master Agreement"), and supersedes all prior agreements or representations between the parties, whether written or oral, with respect to the subject matter. Company agrees to be bound by the terms and conditions of the Master Agreement, including as they may be amended or modified from time to time.

A. GENERAL TERMS AND CONDITIONS.

1. Applicability. The Master Agreement applies to all Accounts of Company. An Account may be a deposit account, savings account, money market savings account, or any other type of account approved by Bank. Company or an Account may not be eligible for all Services. Bank has the sole discretion to determine whether Company or any Account is eligible for any Service and may withdraw any prior eligibility determination at any time. Except as otherwise agreed to in writing by Bank, Company will only use the Services for its own internal business purposes and will not use any Service for consumer purposes.

2. Definitions.

2.1 "Access Credential(s)" means any identification numbers, passwords, tokens and/or other means of identification and authentication as determined by Bank to enable Company to access the Accounts.

2.2 "Account(s)" means one or more of Company's accounts maintained with Bank.

2.3 "ACH" means the Automated Clearing House.

2.4 "ACH Transactions" means a credit or debit Entry to or from Accounts made by means of the ACH network used for electronic transfers of funds between deposit accounts at financial institutions.



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2.5 "Administrator" means the person identified as Administrator in the Confirmation and in Company's authorizing resolutions as having all powers on Accounts.

2.6 "Administrator's Designee(s)" means the Person(s) designated in the Confirmation or in Online Banking. Bank may act as Administrator for limited purposes as set forth herein, and in such context only, Administrator will mean Bank.

2.7 "Affiliates" means one or more Persons that are wholly owned or controlled by a common Person.

2.8 "Applicable Law" means applicable federal, state, local and foreign laws, rules, regulations and other laws, including the federal Electronic Funds Transfer Act (15 U.S.C. §1693, et seq.) and Federal Reserve Regulation E (12 C.F.R. Part 205), Federal Reserve Board Regulation CC (12 CFR §229.1 et seq.), Federal Reserve Regulation J (12 CFR §210.1 et seq.), all Federal Reserve Board Operating Circulars, and Bank Secrecy Act and Office of Foreign Assets Control ("OFAC") Regulations, and shall also include the NACHA Rules and any rules of a money transfer system check clearing organization and payment clearinghouse used by Bank in providing the Services to Company, and the regulations and operating circulars of the Federal Reserve Board relative thereto.

2.9 "Authorization Certificate" means the certification provided to Bank by Company, or each Affiliate as applicable, certifying certain resolutions by Company's or Affiliate's governing body, or all of its members or partners or those of its members or partners as is required in the case of a limited liability company or partnership, authorizing the establishment of the Accounts with Bank, designating the Agent(s) for Company or Affiliate, and the authority of the Agent(s) and granting the power to conduct business on the Account, all in form and substance satisfactory to Bank.

2.10 "Authorized Person(s)" means Administrator, Administrator's Designees, agents, or authorized signers on the Accounts.

2.11 "Basic Online Banking" means the basic version of business Online Banking and bill payment services provided by Bank.

2.12 "Business Day" means any day, Monday through Friday, that Bank's main office is open for business, excluding federal holidays.

2.13 "Cash", "Coin", "Currency" means coin and currency of the United States.

2.14 "Cash Orders" means orders from Company to obtain Cash, Coin, or Currency.

2.15 "Check" means an Original Check, as defined in Regulation CC, except that "Check" does not include a Substitute Check or a remotely created check.

2.16 "Collected Funds" means the total dollar amount of Items deposited Accounts for which Bank has received final payment based on the collection schedule used by Bank for this type of account.



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2.17 "Confirmation" means a communication from Bank to Company designating establishment of Accounts and Authorized Persons, enrollment in Services, and granting any related permissions.

2.18 "Control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person with no other Person having a greater power to direct or cause the direction of the management and policies.

2.19 "Cut-off Time(s)" mean the latest time a transaction request will be deemed received the same day as the request.

2.20 "Designated Account(s)" means Accounts designated for specific Services.

2.21 "NACHA" means the National Automated Clearing House Association.

2.22 "Notices" means notices, demands, requests, consents, approvals, Confirmations, confirmations, statements, and other communications.

2.23 "OLB-CM" means the premium version of online banking services provided by Bank known as Cash Management Online Banking.

2.24 "Online Banking" means Bank's Basic Online Banking version and/or the OLB-CM version of online banking services available upon enrollment at Bank's website.

2.25 "Person" means an individual, a corporation, a limited liability company, a partnership, a joint venture, or an official government (foreign or domestic) entity, government agency or political subdivision of a government entity.

2.26 "Related Agreements" means any addendum, Confirmations, Notices, User Guides issued by Bank in connection with the Services, the Security Procedures Supplement, the Terms and Conditions of Your Account, the Online Banking and Bill Payment User Agreement, which applies to both versions of Online Banking, account signature cards, loan agreements, as well as any other schedules or exhibits to the Agreement or Related Agreements and all other account agreements, policies and disclosures issued by Bank and governing the Accounts, as they may be amended from time to time.

2.27 "Related Entities" means Company's parent, subsidiaries, or Affiliates, or other commonly owned companies.

2.28 "Rules" means the Operating Rules of NACHA, as amended from time to time.

2.29 "Security Procedures" means the security procedure requirements described in the Security Procedures Supplement.

2.30 "Security Procedures Supplement" means the supplement describing the Security Procedures made available by Bank for use in connection with the Services.

2.31 "Settlement Date" means the date the ACH file is negotiated.



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2.32 "Services" means the treasury management services offered by Bank, and shall include the following "Services" as governed by the applicable section of the Master Agreement: ACH Services, Controlled Disbursement Services, Lockbox Services, OLB-CM Services, Reconciliation Services, RDC Services, Sweep Services, Wire Transfer Services, and Cash Vault Services.

2.33 "Substitute Check" means a paper reproduction of an Item that satisfies the requirements and definition of "substitute check" set forth in Regulation CC and that is the legal equivalent of the original Check.

2.34 "Terms and Conditions of Your Account" means the deposit agreement which governs the operation and use of Accounts, as it may be amended from time to time.

2.35 "UCC" means the Uniform Commercial Code as enacted and in effect from time to time in the state where Bank is located.

2.36 "U.S.C." means the United States Code.

2.37 "United States Financial Institution" or "USFI" means (i) any person, located in the United States, engaged in the business of banking; (ii) a Federal Reserve Bank; (iii) a Federal Home Loan Bank; and (iv) to the extent it acts as a payor, the U.S. Treasury, the U.S. Postal Service, or a state or local government.

2.38 "User Guide(s)" means one or more operating manuals or user guides provided by Bank to Company, either online or in hard copy, in connection with certain of the Services set forth herein to assist Company in using such Services.

3. Security Procedures. Company acknowledges receipt and review of the Security Procedures Supplement. Company is required to follow the Security Procedures as described in the Security Procedures Supplement in connection with its use of the Services and will establish and use one or more identification numbers, passwords, tokens and/or other means of identification and authentication (each, an "Access Credential"). Company acknowledges that the purpose of the Security Procedures is for verification of authenticity and not to detect an error in the transmission or content of information or other aspect of a Services request. No Security Procedure for the detection of any such error has been agreed upon between Bank and Company. Company acknowledges and agrees that the Access Credentials and Security Procedures, if used as provided in the instructions and online help provided to Company by Bank, are commercially reasonable. Company is fully liable for all activities and consequential damages arising from any authorized or unauthorized use of Access Credentials.

3.1 Company has provided to Bank all relevant information with respect to its funds transfer needs and circumstances and the contemplated size, type and frequency of funds transfer requests that Company intends to make by use of the Services, and acknowledges that it has been offered the full range of Security Procedures made available by Bank to its customers. Bank has made recommendations with respect to the Security Procedures most appropriate for use by Company. Some of the Services allow Company to set transaction limitations and establish internal controls, or include Security



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Procedures Enhancements, as defined in and as more fully described in the Security Procedures Supplement. Company agrees that such Security Procedures are commercially reasonable. If Company makes use of less protective Security Procedures in connection with its use of the Services than those Security Procedures recommended by Bank, the Security Procedures selected by Company shall be deemed commercially reasonable to the same extent as the Security Procedures recommended by Bank that provide greater protections, and Company assumes full liability for transfers executed with the less protective Security Procedures. Company's failure to set such limitations and implement such controls and enhancements increases Company's exposure to, and responsibility for, unauthorized transactions. Company agrees to be bound by any payment order, transaction or instruction Bank receives if it is processed by Bank in accordance with Bank's Security Procedures, even though the payment order, transaction or instruction was not in fact authorized by Company.

3.2 Company agrees to: (i) comply with the Security Procedures; (ii) take reasonable steps to safeguard the confidentiality and security of (a) the Security Procedures and Access Credentials, (b) any User Guide for the Services provided to Company, and (c) any other Confidential Information (as defined in Section A.1.4 below) Bank provides to Company in connection with the Services; (iii) closely and regularly monitor the activities of its Authorized Persons exercise proper supervision and safeguards and maintain internal control procedures to safeguard against unauthorized online banking or electronic funds transfer activity; and (iv) notify Bank immediately if Company has any reason to believe any of the Security Procedures or Access Credentials have been compromised in any way, including the possibility that unauthorized transaction(s) and/or use may have occurred. The occurrence of unauthorized access will not affect any funds transfers or Services delivery made in good faith by Bank prior to receipt of notification of unauthorized access or the compromise of Security Procedures within a reasonable time period to prevent unauthorized funds transfers. Company warrants that the computer hardware it uses to access the Services possesses state-of-the-art computer security software (such as anti-spyware and anti-virus software), and that it will update such software as updates are released by the manufacturer.

3.3 Bank will verify and process transaction requests for Services pursuant to the Security Procedures, and if received by Bank purports to have been transmitted or authorized by Company, it will be deemed effective as if made by Company. In such event, Company will be obligated to pay Bank the amount of such transaction even though the transaction request) was not authorized by Company, provided Bank accepted the transaction request in good faith and acted in compliance with the Security Procedures. If signature comparison is to be used as a part of the Security Procedures, Bank will be deemed to have complied with that part of the Security Procedures if it compares the signature accompanying a transaction request received with the signature of the Authorized Person, and on the basis of such comparison believes the signature accompanying such file to be that of such Authorized Person. If a transaction request received by Bank was transmitted or authorized by Company in compliance with the Security Procedures and is incorrect in any way, Company will pay Bank the amount of the transaction, whether or not Bank complied with the Security Procedures with respect to that transaction request, and whether or not that transaction request was erroneous in any respect or that an error

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would have been detected if Bank had complied with the Security Procedures. If Bank in good faith believes that changes in the Security Procedures are immediately necessary to reduce the risk of an unauthorized funds transfer, Bank may initiate such changes immediately and notify Company as soon as practicable. Company agrees that such changes to the Security Procedures are commercially reasonable and ratifies that they are commercially reasonable upon continued use of the Services after notification.

4. Confidential Information and Proprietary Right in Data. All information of a business nature disclosed by either party to the other in connection with the Master Agreement is confidential, including the Security Procedures ("Confidential Information"). Neither party shall, without the express written consent of the other, disclose or permit access to any such Confidential Information by any other person, firm or corporation, and each party shall cause its officers, employees, and agents to take such action as shall be necessary or advisable to limit access to such Confidential Information to persons required to have access thereto for the performance of the Master Agreement, or to any other party to which Bank may be required by law to report such information. Company agrees to hold confidential and to use only in connection with the Services provided under the Master Agreement and all information furnished to Company by Bank or by third parties from whom Bank has secured the right to use the Services, including Bank's product and service pricing structure, system design, programming techniques or other unique techniques and processes. Bank and Company's obligations and agreements under this paragraph shall not apply to any information supplied that: was known to either party prior to the disclosure by the other, or is or becomes generally available to the public other than by breach of the Master Agreement, or otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party. Notwithstanding anything to the contrary contained herein, it is authorized and agreed by the parties hereto that the performance of said Services is or might be subject to regulation and examination by authorized representatives of federal and state banking regulators, and Company agrees to the release of Company's reports, information, assurances, or other data as may be required by such regulators under Applicable Law. Company agrees that any specifications or programs developed by Bank in connection with the Master Agreement or supplied or made available to Company by Bank are the exclusive property of Bank, its agents, suppliers, or contractors, and Company further agrees that such material shall not be copied or used in any manner or for any purpose without the express written consent of Bank. The obligations under this Section shall survive termination of the Master Agreement.

5. Recording and Use of Communications. Company and Bank agree that all telephone conversations or data transmissions between Company, Related Entities, Bank, and their agents may be electronically recorded, retained, and used by Bank for purposes related to providing Services under the Master Agreement.

6. Authorization and Accounts. Concurrent with Company's delivery of the Master Agreement to Bank, Company shall provide Bank with evidence satisfactory to Bank of Company's authority to execute and perform its obligations hereunder which shall consist of Company's authorizing resolutions and incumbency certificate certified by its corporate secretary or similar officer, and such other documents as Bank may reasonably require.



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Bank is entitled to rely upon such evidence and upon amendments thereto executed by an authorized person. The Confirmation may list certain Accounts that Company wishes to access with the Services and Company may need to designate certain Accounts for specific purposes in connection with some of the Services. Company affirms by accessing Accounts with Services that such Accounts are authorized to be accessed by Authorized Persons utilizing such Services.

6.1 Confirmation. Company agrees and acknowledges that receipt of the Confirmation by Company from Bank and continued use of Services is Company's authorization for current and future establishment of Accounts and Authorized Persons, current and future enrollment in Services, and any related permissions granted now or hereafter. Without limiting any limit of liability or indemnification within the Master Agreement, Company agrees to indemnify and hold harmless Bank for any and all liability arising from Bank's actions in accordance with the Confirmation. These indemnification and hold harmless obligations shall survive the termination of the Master Agreement.

6.2 Administrator and Authorized Person(s). Company shall designate an Administrator as evidenced in the Confirmation. Administrator is the primary contact person for purposes of communicating with Bank regarding the Services and designating Authorized Person(s), including Administrator's Designees. Administrator will be responsible for compliance with Security Procedures. Administrator shall establish separate Access Credentials, where required by Services, for Company, its Related Entities, if applicable, and Authorized Person(s), as well as limits on each Authorized Person(s) authority to conduct transactions and access Services and information, subject to any maximum limitation imposed by Bank. Administrator will be Company designee to receive from Bank all communications, including Access Credentials for use by Administrator. Bank may act as Company's Administrator for the limited purpose of setting up Administrator's Designees' access to Services when instructed by Administrator. Company will provide Bank with information concerning Administrator and Authorized Person(s), if applicable, including their signatures as requested by Bank. Company assumes sole responsibility for the actions of Authorized Person(s) and the authority of Authorized Person(s) to access Services. Company is strictly responsible for maintaining an accurate and current list of all Authorized Person(s). Company may change Authorized Person(s) by notifying Bank or by itself through Administrator in Online Banking and shall be responsible for immediately notifying Bank in writing of any change in the identity or authorization levels of any Authorized Person(s) or by updating authorization levels and identities through the Administrator in Online Banking. For changes to Administrator, a substitute Authorization Certification must be received with appropriate permissions for Administrator.

6.3 Account Designations. Company or Administrator shall designate which Accounts will be utilized for payment of fees, Services, funds transfers, or other transactions. If Administrator designates an Account that requires more than one signature for a funds transfer, Company agrees that Bank may act upon any Services instruction if it is accompanied by the Access Credentials of Administrator or the required number of Authorized Person(s) for Account and Services in question.

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6.4 Related Entity Accounts. If Company accesses Accounts of Related Entities, Company represents to Bank that Related Entities have authorized Company and Company's Administrator to access their Accounts through Services in the same manner as Company's Accounts. Company agrees to provide Bank with the written authorization, in form and substance acceptable to Bank, evidencing such authority and to notify Bank immediately in writing of any change to that authorization by providing Bank with documentation acceptable to Bank.

6.5 Account Opening Procedures. For each Account opened, including Accounts Company wishes to access of Related Entities, Company must deliver to Bank the following executed documents:

6.5.1. Authorization Certificate of each owner of the Account in form and substance satisfactory to Bank;

6.5.2. A signature card for each Account; and

6.5.3. Master Agreement.

7. Responsibilities of Company. Company agrees that it will:

7.1 Receive and maintain all Notices, accounting data and files delivered by Bank or connected with Accounts for the benefit of Company, including each Related Entity.

7.2 Reconcile Accounts. The periodic statement issued by Bank for Company's Settlement Account will reflect items credited and debited to Accounts, and Bank is not required to provide Company with any other notice of the receipt, transmittal crediting, or debiting of items. Company agrees to notify Bank promptly within the time period specified in the Terms and Conditions of Your Account of any discrepancy between Company's records and information shown on any periodic statement. If Company fails to timely notify Bank of any discrepancy, Company agrees that Bank will not be liable for any losses resulting from Company's failure to give such notice or any loss of interest or any interest equivalent with respect to an item shown on such periodic statement.

7.3 At any time that any information concerning Company, Related Entities, Accounts, or Authorized Person(s) becomes incorrect, immediately inform Bank and take such steps as may be required by Bank.

7.4 Provide financial information. Unless otherwise specified in the Master Agreement, upon request by Bank, Company will furnish to Bank Company's most recent financial information, including balance sheets, income statements, and cash flow statements as of the close of the most recent fiscal year. Bank may request and Company shall furnish quarterly statements consisting of balance sheets, cash flow statement, and income statements, for such period, in reasonable detail, prepared in accordance with generally accepted accounting principles consistently applied. Company represents to Bank that any such statements are true and correct in all material respects when furnished to Bank.



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7.5 Pay fees. Company agrees to pay the fees established by Bank from time to time and communicated to Company for each of the Services. Company shall be responsible for payment of any sales, use, excise, value added, or other similar charges and taxes relating to Services. Company is responsible for costs of any communication lines, data processing, or other charges payable to third parties, as disclosed to Company by Bank from time to time. Fees for Services will be charged and collected as communicated by Bank to Company. Bank may change or amend from time to time the fees charged for Services hereunder and will provide Company notice thereof. Special or additional services performed at Company's request will be subject to such additional terms and fees as Bank and Company may agree.

8. Online Banking System. Bank offers Online Banking through its website for business and personal accounts which services are governed by the Online Banking and Bill Payment Agreement. However, access to certain Services requires Company to enroll in OLB-CM Services and to enter into the Master Agreement and agree to the terms and conditions applicable to such OLB-CM Services requested by Company. Online Banking is as a portal through which Accounts and Services are accessed. Online Banking permits Company to access information on Accounts, transmit and receive communications with Bank, initiate transactions on Accounts, and otherwise use Services. It is also used by Bank to communicate information to Company concerning Services, including changes to the Master Agreement. Bank makes available a User Guides for Online Banking on Bank's website. Company has designated the OLB-CM Services features and options it has elected to use as evidenced on the Confirmation. Company agrees to review Accounts by means of Online Banking on a daily basis to detect any unauthorized transactions or errors and to report any unauthorized activity or errors to Bank immediately upon discovery thereof.

9. Access to Account Data. Some of the Services provide Company with account balances and other information for Accounts. Since certain information and transactions are not processed by Bank until after the close of its Business Day, some transactions may not be reflected in Bank's system until the next Business Day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons at Bank's sole discretion. Certain balances also may not be subject to immediate withdrawal. See Bank's policy on funds availability, titled "Your Ability to Withdraw Funds," for more information on when deposited funds will be available for withdrawal. Additionally, review the Terms and Conditions of Your Account to understand balance calculations and applicability and overdrafts. Bank assumes no responsibility for any loss arising from third parties processing payments (including timing of authorizations and settlements of such payments), incomplete information, or for any temporary interruption in its information system. If Company is unable to access Bank's system for any reason, Company should call Bank's Client Service Center at (877) 322-9530 or contact its relationship manager or banking center of Account for loan and deposit information.

10. Cut-off Times and Services Availability. A number of Services are subject to processing Cut-off Times. Cut-Off Times are identified in Addendum A of this Master Agreement for applicable Services. Cut-off Times are subject to change at Bank's sole discretion and upon notice to Company. Instructions received after Cut-off Times or on

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a non-Business Day may be deemed received as of the next Business Day. Services may occasionally be unavailable due to needed maintenance or system or network interruptions. Bank will endeavor to notify Company in advance in the event Services will be unavailable due to scheduled maintenance; nevertheless, there is no obligation to Company of advance notification.

11. Information Processing and Reporting. Services offered by Bank may require Bank to receive, process, and report information involving Company's Accounts and transactions. Bank will not be responsible for determining the accuracy, timeliness or completeness of any information that Company or others provide to Bank. Bank will not have a duty to interpret the content of any data transmitted to Bank. Company acknowledges that it is not possible for the Services to be totally free from operator, programming or equipment error, and that errors in processing and compiling data may occasionally occur (e.g., due to the failure of others to provide accurate information, telecommunication failures, or a breakdown in an electronic data interchange). As such, Company agrees to review and verify all results and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors, including Security Procedures. Unless otherwise required by law, Bank's sole responsibility for any reporting errors caused by Bank will be to reprocess the information for the period in question and to provide corrected reports at Bank's own expense. Company agrees to maintain adequate backup files of the data Company submits for a reasonable period of time in order to facilitate any needed reconstruction of Company's transactions (e.g., in the event of a telecommunications failure). With the exception of temporary interruptions, if Bank is unable to provide a Service, Bank will inform Company of the problem and will take reasonable steps to resume processing.

12. Improvements or Enhancements. If at any time after Company has enrolled in the Services, improvements or enhancements are requested by Company or made available without request, Company will have the option to purchase these improvements or enhancements. The cost of such improvements or enhancements will be as quoted by Bank from time to time. As used herein, "Improvements" means any additions or modifications made to or in the Services which improve the efficiency or effectiveness of the basic Service, but do not change the functions of the Service or create new Services. The term "Enhancements" means changes to the basic functions or additions to the basic functions of the Services.

13. Company Representations and Warranties. Company represents and warrants to Bank that:

13.1 As of the date of the Master Agreement and the date of any transaction entered into or Services obtained that: (i) it is validly existing and in good standing under the laws of the jurisdiction of its organization; (ii) it has all the requisite power and authority to execute and deliver the Master Agreement; (iii) the Master Agreement has been duly authorized and executed by it and constitutes its legal, valid and binding obligation; (iv) the person signing on behalf of Company has been duly authorized by Company to enter into the Master Agreement with Bank, and to execute any and all documents, including the Master Agreement, as are necessary or appropriate in connection therewith, and that such



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authorization is reflected in Company resolutions furnished by Company to Bank (v) such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets; (vi) the Master Agreement is, and its obligations with respect to any of the Services hereafter obtained or entered into will be, binding upon and enforceable against it in accordance with their terms (subject to applicable principles of equity and bankruptcy and insolvency laws); (vii) any consents or authorization of, or filing and registration with, any governmental authority required under Applicable Law or regulations for Company to make and perform the Master Agreement have been obtained and are in full force and effect; (viii) there are no actions, proceedings or claims pending or, to the best of its knowledge, threatened, the adverse determination of which would reasonably be expected to have a material adverse effect on its ability to perform its obligations under, or affect the validity or enforceability of, the Master Agreement or any transaction or additional Service contemplated hereby; (ix) and it will not engage in any activity directly or indirectly related to the use of the Services that violates Applicable Law or is fraudulent in nature.

13.2 If it has Related Entities, (i) Each entity identified as a Related Entity of Company (a) has at least one common Person identified as an Authorized Person; (b) has established one or more deposit accounts with Bank; (ii) that it will maintain procedures to assure compliance by each of its Related Entities with the obligations of the Master Agreements; (iii) at least one Person authorized as Company's Administrator is a common agent of all Related Entities and is identified on the Authorization Certificate (or applicable amending documents to the Authorization Certificate) for each Related Entity.

13.3 It will not make or accept any payments on any Accounts in connection with unlawful internet gambling.

14. Responsibilities of Bank; Limitation of Liability; Indemnification.

14.1 Bank will perform the Services in accordance with reasonable commercial banking standards prevailing for similarly situated financial institutions. Bank shall be entitled to rely solely on the information, representations and warranties provided by Company pursuant to the Master Agreement and shall not be responsible for the accuracy or completeness thereof.

14.2 In addition to greater limitations on Bank's liability that may be provided in the Master Agreement, Bank's liability related to any Service shall be limited to Company's actual proven damages arising directly from Bank's gross negligence or willful misconduct. **In no event shall Bank be liable for special, indirect, incidental, punitive, or consequential damages, including loss or damage from subsequent wrongful dishonor, resulting from Bank's acts or omissions, whether or not the likelihood of such damages was known or contemplated by Bank and regardless of the legal or equitable theory of liability that Company may assert, except as may be otherwise provided by law.** Bank shall not otherwise be responsible for any action taken, allowed, delayed or omitted by or under the Master Agreement or for anything arising therefrom,

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or for any liability, loss, claim, or damage arising from: (i) Company's or its Related Entities' actions or omissions, including related to transaction requests; (ii) or third parties that are not within Bank's reasonable control, including the actions of any third party network or services provider or third parties used by Bank; (iii) Company's or its Related Entities' negligence or breach of any agreement with Bank, including its failure to follow Bank's Services instructions, the Security Procedures, or its own security procedures; (iv) any ambiguity, inaccuracy or omission in any instruction or information provided to Bank; (v) the misuse, theft, or misappropriation of Access Credentials by Company, its Related Entities, their employees, agents or any third parties; (vi) failure, breakdown, or interruption of transmission, to equipment, or in any computer or communications facility; (vii) accidents, strikes, labor disputes, civil unrest, war, emergency conditions, fire, flood, water damage (e.g., from fire suppression systems), or acts of God; (viii) causes beyond Bank's reasonable control; (ix) legal constraint, the application of any government or funds-transfer system rule, guideline, policy or regulation; (x) the lack of funds in Company's or its Related Entities' account(s) to complete a transaction; (xi) Bank's inability to confirm to its satisfaction the authority of any person to act on Company's or its Related Entities' behalf; or (xii) Company's or its Related Entities' failure to follow any applicable software manufacturer's recommendations Establishment of and substantial compliance by Bank with the procedures set forth in the Master Agreement shall be deemed to constitute ordinary care and shall not be construed as gross negligence or willful misconduct. Additionally, Company agrees that occasional unintentional deviations by Bank from the procedures set forth herein shall not be deemed to arise from gross negligence or willful misconduct. Bank's responsibility in performing the Services hereunder shall be limited to the exercise of ordinary care. There may be other exceptions to Bank's liability as stated in Bank's Terms and Conditions of Your Account or any other Related Agreement.

14.3 Bank does not make any representations or warranties with respect to the legal effect or sufficiency under any federal, state or local statute or regulation or other law of any forms, documents or other information provided by Bank now or hereafter.

14.4 Subject to the foregoing limitations, Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate as published in the Wall street Journal for each day of the period involved, computed on the basis of a 360-day year or at the rate currently paid on Company's Account affected by the error, whichever is less, for the period involved, not to exceed sixty (60) days.

14.5 Company acknowledges that the fees for Services have been established in contemplation of: (i) these limitations on Bank's liability; (ii) Company's agreement to review Notices promptly and to notify Bank immediately of any discrepancies or problems; and (iii) Company's agreement to assist Bank in any loss recovery efforts.

14.6 Company shall indemnify Bank, its directors, officers, employees and agents, and hold them harmless from and against any loss, liability or expense (including court costs and reasonable attorneys' fees and expenses) directly or indirectly resulting from or arising out of (i) any breach of any of Company's representations, warranties or agreements, including the Master Agreement; (ii) Bank's actions or omissions, if they are

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in accordance with Confirmations, Company's instructions, orally or in writing, or the terms of the Master Agreement; or (iii) the actions or omissions of Company, its Related Entities, its agents or employees. These indemnification obligations shall survive the termination of the Master Agreement.

15. Contractual Statute of Limitations. Except as prohibited by law, any cause of action, lawsuit, demand, claim, or controversy against Bank relating to performance or arising from breach of the Master Agreement or arising from actions or omissions during the performance of Services must be commenced within one year after such claim, controversy, or cause of action accrued or such claim, controversy, cause of action shall be forever barred.

16. Limited Warranties; Disclaimer. BANK MAKES NO WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICES OR ANY THIRD PARTY CONTENT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. BANK SHALL NOT BE LIABLE TO COMPANY OR ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THE MASTER AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, REGARDLESS OF WHETHER BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

17. Records. All magnetic tapes, transactions, agreements and related records used by Bank in rendering the Services hereunder shall be and remain its property. Upon termination of the Master Agreement, Bank may in its sole discretion and at Company's request make available information contained in such records then on hand. Any expenses incurred by Bank in doing so will be paid by Company.

18. Termination. Either party may terminate the Master Agreement and/or any Related Agreement for any reason effective thirty (30) days after written notice is given to the non-terminating party. Notwithstanding the foregoing, Bank reserves the right to suspend the Services or terminate the Master Agreement and/or any Related Agreement effective immediately without prior notice if (i) Company violates any term or condition of the Master Agreement, any Related Agreement, or the terms of any financing arrangement with Bank; (ii) Company fails to provide financial information reasonably requested by Bank; (iii) Company fails to maintain balances in its accounts sufficient to cover overdrafts; (iv) the confidentiality of any Access Credential is compromised; (v) Bank has reason to believe that an unauthorized transaction or other fraudulent or illegal activity has taken or may take place involving any of Company's accounts or any of the Services; (vi) Company becomes insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding; (vii) any assignment for the benefit of creditors, levy, garnishment, attachment or similar proceeding is instituted against any property of Company held by or deposited with Bank; (viii) Bank is uncertain as to any person's authority to give Bank instructions regarding Company's Accounts or the Services; (ix) any of the Accounts are closed; or (x) Bank determines that it is impractical or illegal to provide any of the Services because of



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changes in laws, regulations or rules. Any termination shall not affect any of Bank's rights and Company's obligations with respect to Services provided prior to such termination, including its confidentiality and indemnification obligations, which shall survive termination of the Master Agreement, or the payment obligations of Company with respect to Services performed by Bank prior to termination, and the terms of the Master Agreement shall continue to apply to all transactions initiated prior to termination.

19. Overdrafts. Bank, in its sole discretion, may (but shall not be obligated to) honor any payment order, instruction, wire transfer request, ACH entry, or other message initiated through use of the Services that results in an overdraft. In addition to all liens upon and right to set off against Company's money, securities, or other property given to Bank by law, Company grants to Bank a contractual possessory security interest in Company's deposits, money, securities and other property to secure the repayment of any overdraft or other obligation incurred by Company under the Master Agreement.

20. No Extension of Credit. Nothing in the Master Agreement nor any course of dealing between Company and Bank constitutes a commitment or obligation of Bank to lend money to Company or obligates Bank to extend any credit to Company, to make a loan to Company, or otherwise to advance funds to Company to pay for any payment order contrary to Bank's published availability schedules.

21. Consumer Transactions. Company and Bank agree that if a payment order is a portion of a funds transfer in which other portions are subject to the Electronic Fund Transfer Act of 1978 (as in effect from time to time) ("EFTA"), all actions and disputes between Company and Bank concerning such payment order shall be determined pursuant to UCC Article 4A, as varied by the Master Agreement, and not the EFTA.

22. Inter-Company Services and Authority to Transfer or Commingle Funds. In the event that Company requests Bank to provide Services to Related Entities, Company agrees that it shall be jointly and severally liable for such Company and Related Entity obligations incurred under the Master Agreement. Company represents and warrants that any and all transfers and commingling of funds required or permitted by any Service or requested by Company, and all other aspects of the performance hereby by Bank and Company have been duly authorized by all necessary parties, including the owner of each Account, and that Company maintains as part of its business records, and will make available to Bank, upon reasonable request, for a period of seven years after termination of Services, adequate documentary evidence of such authorization from the owner of each Account, executed by duly authorized officer(s) in accordance with the owner's organizational documents and authorizing resolutions. Company further represents and warrants that each funds transfer or commingling of funds authorized hereunder is not a violation of any agreement, bylaw, or authorizing resolution of Company or any of its Related Entities nor is it a violation of any applicable federal, state or local law or regulation. Each representation and warranty contained herein shall be continuing and shall be deemed repeated upon Bank's affecting each funds transfer and commingling of funds authorized hereunder.

B. GENERAL PROVISIONS.



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1. Entire Agreement. The Master Agreement as it may be amended from time to time, is the complete and exclusive statement of the agreement between the parties with respect to the Services provided to Company by Bank, and supersedes any prior agreement(s) between Bank and Company with respect to such Services. The Master Agreement and the use and provision of the Services are subject to all Applicable Law. Both parties agree to comply with Applicable Law in using or providing the Services, as the case may be, including any control or sanction administered by the Office of Foreign Asset Control. The Master Agreement may vary applicable law, including the Operating Rules, to the maximum extent permitted. In the event performance of the Services in accordance with the terms of the Master Agreement would result in a violation of any Applicable Law, then the Master Agreement shall be deemed amended to the extent necessary to comply with such Applicable Law, and Bank shall incur no liability to Company as a result of such violation or amendment.

2. Course of Dealing; No Waivers. No conduct, custom, or course of dealing between Bank and Company will constitute a modification or waiver of any term of the Master Agreement or consent to any practice or constitute an agreement between Bank and Company regardless of whatever practices or procedures Bank and Company may use or the duration of such practices or procedures. No modification, waiver or consent will in any event be effective unless the same is in writing and specifically refers to the Master Agreement, and then such waiver or consent will be effective only in the specific instance and for the purpose for which it is given. Without limiting the foregoing, the failure to give a notice pursuant to any requirements of the Master Agreement will not constitute a waiver of any right to do so at a later date.

3. Amendments. Bank may amend any of the terms and conditions contained in the Master Agreement or any Related Agreement, including the Security Procedures Supplement, upon reasonable written or electronic notice to Company or by any other method permitted by Applicable Law. Company's continued use of the Services after the expiration of the thirty-day period following such notification will indicate Company's agreement to be bound by the terms of any such amendment. Bank will make copies of the current versions of the Master Agreement available upon request. Notwithstanding the foregoing, where an amendment or modification to the Master Agreement is required by or under Applicable Law, or by a regulatory authority with jurisdiction over Bank, or is, in our good faith opinion, necessary to preserve or enhance the security of a Service, we may modify the Master Agreement by giving Company notice of the amendment or modification by any means permitted by Applicable Law, and the amendment or modification will be effective immediately upon Bank's giving such notice.

4. Governing Law; Jurisdiction and Venue. Unless otherwise stated, the Master Agreement shall be construed in accordance with and governed by the laws of the state of Ohio, excluding its conflict of laws rules, and applicable federal law. Company consents to the jurisdiction of the courts of the State of Ohio, waives any argument that such venue is inconvenient and agrees to bring litigation commenced in connection with the Master Agreement in any state or federal court located in Hamilton County, Ohio.



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5. Rules of Construction. Headings are used for reference purposes only and shall not be deemed a part of the Master Agreement. Use of "including" shall mean "including, but not limited to" or "including, without limitation." Use of the singular form shall include the plural and vice versa, as the context requires. Headings used in the Master Agreement are for convenience only and shall not be deemed a part thereof. The Master Agreement may be executed in counterparts, each of which will be an original and all of which will constitute a single agreement. A photocopy of this executed Master Agreement or any other Related Agreements shall be effective and enforceable as if such photocopy is an original. Each party agrees that any electronic signatures of the parties included in this Master Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

6. Notices. Unless otherwise instructed in writing, electronically excluded, all Notices required or permitted hereunder by either party shall be made in writing or electronically and shall be effective either on the date it is actually received or four (4) days after it is mailed, sent by courier, transmitted or posted, whichever is earlier. Notices may be delivered to some customers in electronic format where permitted by Applicable Law, including posting to Bank's website or in OLB-CM, if requested and authorized, or appropriate. If received via OLB-CM, Notices shall be effective upon any Authorized Persons login to OLB-CM. Company also confirms that it meets the hardware and software requirements set forth in the Master Agreement and is able to access and retain electronic communications from Bank. The legal validity and enforceability of prior electronic communications will not be affected by Company's withdrawal of consent at a later date. Upon request of Company, Bank will provide paper copies of the Notices by delivering them to Company by U.S. mail or in person. All Notices concerning the Master Agreement or a Service or Notices requested to be provided as a paper copy shall be sent, whether sent in writing or electronically, if appropriate, if to Company, at Company's current Account address as reflected in Bank's records, or other known address if deemed more appropriate by Bank under the circumstances; and if to Bank, to address below Bank signature.

7. Assignment. Neither Bank nor Company may assign the Master Agreement or any of the rights or duties hereunder, to any person without the other party's prior written consent. Notwithstanding the foregoing, Bank may assign the Master Agreement to any successor by merger, to its parent, or to any affiliate.

8. No Third Party Beneficiaries. The Master Agreement is made for the exclusive benefit of Bank and Company. No third party has any rights under the Master Agreement.

9. Binding Agreement. The Master Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. The Master Agreement is not for the benefit of any other Person, and no other Person shall have any right against Bank or Company hereunder.

10. Severability. In the event that any provision of the Master Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of the



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Master Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

11. Jury Trial Waiver. COMPANY AND BANK EACH WAIVE ANY RIGHT TO A TRIAL BY JURY OF ANY AND ALL CLAIMS ARISING FROM OR RELATED TO THE MASTER AGREEMENT.

C. SERVICE TERMS.

1. Company has requested that Bank provide those Services as designated in the Confirmation or as subsequently communicated by Company to Bank orally or in writing. Bank agrees to provide Services for use with the Accounts, subject to the terms and conditions set forth in the Master Agreement, including as it may be amended from time to time. To use Services, Company must maintain at least one Account at Bank, have access to a secure internet connection for some of the Services, and must enroll in a version of Online Banking. Upon verification of Account information and in conjunction with Company's commencement of its Services, Bank will send to Company Confirmation and such Confirmation will be incorporated by reference herein. If Company requests and Bank agrees to provide additional Services in the future, they will be subject to the Master Agreement, including as it may be amended from time to time. Whenever subsequent to the date of the Master Agreement additional Services are requested by Company and agreed to by Bank, Bank will send Confirmation. Company hereby agrees that any form of electronic communication sent from Administrator or Administrator's Designees to Bank which indicates intent to add additional Services shall create a legally binding contract for said additional Services. Company further agrees that the name or other identifying information of the Authorized Person attached to or contained within such electronic communication shall constitute Company's valid, enforceable electronic signature. Notwithstanding the foregoing, Company's use of any Services shall be its express agreement to be bound by the Master Agreement for such Services.

D. ACH SERVICES.

1. Definitions. Capitalized terms used in this ACH Services section, and not otherwise defined in the Master Agreement will have the meanings given them in the Rules.

1.1 "ACH Authorization Rule" means criteria for paying or returning an Exception Item established by Company.

1.2 "ACH Services" means all services described in this ACH Services section.

1.3 "Authorized ACH Entries" means those types of incoming ACH Transactions designated by Company as authorized for posting to its Account based upon its ACH Authorization Rule.

1.4 "Entry" or "Entries" means an order or request for an electronic funds transfer as more fully defined in the Rules, and will also mean the data received from Company hereunder from which Bank initiates each Entry.



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1.5 "Exception Item(s)" means any Entry not in compliance with ACH Authorization Rules.

1.6 "Exposure Limit" means the maximum amount set forth in the Confirmation or ACH Approval Request Form.

1.7 "ODFI" means an originating depository financial institution that maintains the deposit account from which an Entry is issued, as more fully defined in the Rules.

1.8 "On Us Entry" means an Entry received for credit to a deposit account maintained with Bank, as more fully defined in the Rules.

1.9 "Originator" means the person that originates an Entry, as the Rules more fully define.

1.10 "RDFI" means a receiving depository financial institution that maintains a deposit account into which an Entry is to be deposited, as more fully defined in the Rules.

1.11 "Receiver" means the person who has authorized an Originator to send an Entry, as more fully defined in the Rules.

1.12 "Settlement Account" means the deposit account designated by Company through which the Entries initiated by Company are settled, as more fully defined in the Rules.

1.13 "Third Party Sender" means a party not the Originator that acts as a third party vendor or processor on behalf of an Originator, as more fully defined in the Rules.

2. Services. In a timely manner and in accordance with the Rules, Bank will process, transmit and settle for Entries received from Company which comply with the terms of the Master Agreement and the Rules. Available Standard Entry Class ("SEC") codes include PPD, CCD and CTX. WEB and TEL transactions are allowed only with a completed WEB Entry certification form. Company will initiate debit and credit Entries as an Originator or as a Third Party Sender in compliance with the formatting and other requirements set forth herein and in the Rules, and in doing so agrees to comply with and be bound by the Rules. Company may obtain a copy of the current Rules at pubs.nacha.org or by telephoning NACHA at 1-800-487-9180. The duties of Company set forth in the Master Agreement are not intended to nor will they in any way limit the requirements of the Rules. Company will not initiate any Entries in violation of Applicable Law. Company acknowledges that its ability to originate Entries under the Master Agreement is subject to exposure limits as determined at Bank's sole discretion. Where Company is operating as a Third Party Sender hereunder, Company warrants to Bank that the Originator has agreed and is contractually bound to assume the responsibilities of an Originator under the Rules, and that Entries will not be initiated in violation of Applicable Laws.

3. Entry Authorizations and Record Retention. Company will comply with the authorization requirements of the Rules. Company will initiate debit Entries only with the prior written authorization of the owners of the accounts affected by such Entries. Each Entry to such Receiver thereafter will be made pursuant to such authorization, and no Entry will be initiated by Company after such authorization has been revoked or the arrangement between Company and such person or Company has terminated. Company



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will retain the original or a copy of each notice and other document required to be given to the Receiver under the Rules for a period of not less than two (2) years after its termination, and furnish such original or copy to Bank upon request. Company will retain data on file adequate to permit remaking of Entries for 365 days following the date of their transmittal by Bank as provided herein, and will provide such data to Bank upon its request. Without limiting the generality of the foregoing provision, Company specifically agrees to be bound by and comply with all applicable provisions of the Rules regarding the retention of documents or any record, including Company's responsibilities to retain all items, source documents, and records of authorization, in accordance with the Rules.

4. Pre-Funding of ACH Entries. If Bank has notified Company that as a condition to its use of the ACH Services, it is required to pre-fund some or all of the ACH files it submits to Bank, and Company agrees to this pre-funding condition. Company agrees to the Exposure Limit. Establishment of an Exposure Limit should not be construed by Company as a commitment or agreement to provide any credit or loans to Company and is subject to modification or termination at any time by Bank.

5. Processing Procedures. Files of Entries shall be processed only in accordance with the following procedures:

5.1 Company shall initiate ACH files through a secure server operated by Bank or if Company has enrolled in Online Banking, by use of Online Banking.

5.2 For ACH files subject to pre-funding, all ACH files subject to pre-funding must be received by the ACH submission deadline established by Bank from time to time and a Request Form must be submitted. Immediately, upon receipt of the Request Form, Bank will place a hold on Collected funds in the Settlement Account in an amount equal to the difference between the amount of such ACH file and the Exposure Limit (if any). If the Settlement Account balance at that time has insufficient Collected Funds on deposit to cover the total amount of the ACH file in excess of Company's Exposure Limit (if any), the ACH file will be rejected. Upon placement of the hold, Company will be advised to initiate the ACH file, which will be processed in accordance with agreed upon procedures as described in the Master Agreement. Funds being held will not be available for any other clearing process until the Settlement Date of the ACH file, at which time the funds held will be released, net of any funds needed to fund the ACH file. Company understands that items drawn on the Settlement Account and presented for payment may not actually be cleared against funds being held for release of an ACH file. Funds being held will be released from the hold on the Settlement Date. If for any reason, Company decides to cancel the ACH file and if the ACH file has not been released to the Federal Reserve for settlement, Bank shall release the hold against the Settlement Account upon receipt by Bank of verification of cancellation. Even if pre-funding is required, Bank may, from time to time in its sole discretion, fund an ACH file initiated by Company without requiring pre-funding. If Bank does so, this does not constitute a modification or waiver of any provision in the Master Agreement.

6. Delivery of Entry Information; Exposure Limit. Company will deliver or transmit each Entry or file of Entries to Bank at the location and in compliance with the formatting and



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Agreement. Bank will have the right to reject Entries initiated by Company without notice if Bank has reason to believe that there will be insufficient Collected Funds on the relevant Settlement Date. Bank's allowance of any overdraft will not obligate Bank to honor future overdrafts at a later time, and Bank may refuse to do so without cause or prior notification. Nothing in the Master Agreement, or any course of dealing between the parties, will be construed as Bank's commitment or obligation to lend Company money. Bank may charge a fee for each payment or Funds Transfer request presented against insufficient available funds (e.g. overdrafts and returned items).

9. On-Us Entries. Except as specifically provided in the Master Agreement below with respect to Erroneous Entries, in the case of an On-Us Entry Bank will credit the Receiver's account in the amount of such Entry on the effective Entry date contained in such Entry, provided that the requirements set forth in the Master Agreement with respect to the submission and processing of Entries are met. If any of those requirements are not met, Bank will use reasonable efforts to credit the Receiver's account in the amount of such Entry no later than the next Business Day following such effective Entry date.

10. Erroneous Entry; Cancellation or Amendment of Entries by Company. If Company discovers that any Entry it has initiated was in error, it may notify Bank of such error and Bank will utilize its best efforts on behalf of Company, consistent with the Rules, to correct the Entry. In all such cases, Company will notify the affected Receivers that an Entry has been made which is at variance with the authorization or is otherwise erroneous. Company will have no right to cancel or amend any Entry after its receipt by Bank. However, if such request complies with the Security Procedures for the cancellation of Entries, Bank may use reasonable efforts to act on a request by Company for the cancellation of an Entry prior to transmitting it to the ACH or, in the case of an On-Us Entry, prior to crediting a Receiver's account but will have no liability if such cancellation is not effected. Company will reimburse Bank for any expenses, losses, or damages Bank may incur in effecting or attempting to affect such request for reversal of an Entry.

11. Rejected or Returned Entry. Bank may reject any Entry which (i) does not comply with the requirements of the Master Agreement (including all requirements therein to comply with the Rules), (ii) Bank has reason to believe violates Company's representations and warranties with respect to such Entry, (iii) there are insufficient Collected Funds in the Settlement Account on the effective Entry date or the Settlement Account is subject to a lien, hold, dispute or legal process which prevents the funds withdrawal, or (iv) contains an effective Entry date more than two Business Days after the Business Day such Entry is received by the ACH in the case of a credit Entry, and more than one Business Day after the Business Day such Entry is received by the ACH in the case of debit Entry. Bank may reject an On-Us Entry for any of the above reasons, or for any reason for which an Entry may be returned under the Rules. In the event any Entries are rejected or returned by the ACH for any reason whatsoever, it will be the responsibility of Company to remake and resubmit such Entries or otherwise to solve the rejection or return in accordance with the Rules. Bank will have no liability to Company by reason of rejection of any such Entry or the fact that a Notice of rejection is not given at an earlier time than that provided for herein. However, Bank will remake such Entries in any case where rejection by the ACH was due to mishandling of such Entries by Bank and sufficient



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data is available to Bank to permit it to remake such Entries. Company will retain and provide Bank upon request all information necessary to remake any file of Entries for five days after midnight of the Business Day the Entries are made to the Receiver's account. In all other instances, Bank's responsibility will be to receive rejected and returned Entries from the ACH, perform necessary processing, control and settlement functions, and to forward such Entries to Company.

12. Notice of Returned Entries and Notifications of Change. Bank will notify Company by telephone or electronic transmission of the receipt of a returned Entry from the ACH Operator no later than one Business Day after the Business Day of such receipt. Notices of rejection will be effective when given. Except for an Entry remade by Company in compliance with the Master Agreement (including all requirements therein to comply with the Rules), if Bank complied with the terms of the Master Agreement with respect to the original Entry, Bank will have no obligation to retransmit a returned Entry to the ACH Operator. Where Company is acting as a Third Party Sender with respect to the original Entry, Company will notify the Originator by telephone or electronic transmission of receipt of each return Entry no later than one Business Day after the Business Day of receiving such notification from Bank. Bank will provide Company all information, as required by the Rules, with respect to each Notification of Change ("NOC") Entry or Corrected Notification of Change ("Corrected NOC") Entry received by Bank, relating to Entries transmitted by Company. Bank must provide such information to Company within two Business Days of the Settlement Date of each NOC or Corrected NOC Entry. Company will ensure that changes requested by the NOC or Corrected NOC are made by, or on behalf of, the Originator within six Business Days of Company's receipt of the NOC information from Bank or prior to initiating another entry to the Receiver's account, whichever is later.

13. Company Responsibilities. In addition to any other representation, warranty and/or indemnification contained in the Master Agreement, with respect to each and every Entry initiated by Company, including Entries to Bank as a Third Party Sender, Company represents and warrants the following, and will be deemed to have made the same at the time each Entry is initiated by Company: (a) Company has complied with all aspects of each Entry required by the Master Agreement and by the Rules; (b) Company will be bound by and comply with the Rules, including the provision making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry; (c) each person shown as the Receiver on an Entry received by Bank from Company has authorized the initiation of such Entry and the crediting of its account in the amount and on the effective Entry date shown on such Entry, and (d) such authorization is operative at the time of transmittal, crediting or debiting by Bank as provided herein, (e) Entries transmitted to Bank by Company are limited to those types of credit and debit Entries offered by Bank. Company specifically acknowledges that it has been notified of and agrees to be bound by the Rules regarding provisional payment and of the fact that, if such settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and Company will not be deemed to have paid the Receiver the amount of the Entry. Company will indemnify Bank against any loss, liability or expense (including reasonable attorney's fees, court costs and expenses) resulting from or arising out of any breach of any of the foregoing representations, warranties or agreements.

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including the failure of the Originator to perform its obligations as an Originator under the Rules. If acting as a Third Party Sender, Company agrees to provide notification of the Rules to Originator. Further, Company represents that it has executed an ACH agreement with each Originator and that such agreement binds Originator to the Rules.

14. Responsibilities of Bank; Limitations on Liability. In addition to any excuses from performance set forth in the Master Agreement, Bank will be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Bank's reasonable judgment otherwise would violate any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

15. Return of Debit Entries. Bank will notify the Customer through OLB-CM of the receipt of a returned debit Entry by the request of the Receiver due to an alleged error or a debit Entry sent after the Receiver has revoked the authorization. The Customer will promptly provide immediately available funds to indemnify Bank if any debit Entry is rejected after Bank has permitted the Customer to withdraw immediately available funds in the amount thereof or if any adjustment memorandum that relates to any such Entry is received by Bank. The Customer acknowledges the rights of a Receiver who is a consumer under Federal Reserve Regulation E to obtain a provisional credit of the funds debited from such Receiver's account. The Customer will comply with Regulation E involving alleged errors on consumer accounts. A Receiver may, in some cases, have the right to have an unauthorized or erroneous debit Entry credited to its account. The Customer agrees that Bank may deduct the amount owing to the Receiver from Customer's Account upon Bank's receipt of proper notification from the Receiver's bank. Bank may charge back against Customer any debit Entry that is returned or reversed by the RDFI.

16. Inconsistency of Name and Account Number. Company acknowledges and agrees that if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Bank to the RDFI may be made by the RDFI (or by Bank in the case of an On-Us Entry) on the basis of the account number supplied by Company even if it identifies a person different from the named Receiver, and that Company's obligation to pay the amount of the Entry to Bank is not excused in such circumstances.

17. Unauthorized Debits. An "unauthorized debit" is a debit Entry in which: (i) the authorization requirements have not been followed in accordance with the Rules; (ii) a debit Entry was initiated in an amount different than that authorized by the Receiver; or (iii) a debit Entry was initiated for settlement earlier than authorized by the Receiver. Debit Entries to business accounts that are returned by the RDFI as unauthorized debits will bear Return Code R29 (Corporate Customer Advises Not Authorized) and must be received by the RDFI's ACH operator by its deposit deadline for the return Entry to be made available to the ODFI no later than the opening of business on the second Business Day following the Settlement Date of the original Entry. Debit Entries to consumer accounts that are returned by the RDFI as unauthorized debits will be handled in accordance with the requirements of the EFTA and Regulation E, including the 60 day



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maximum time period for reporting of unauthorized debits. Company agrees to promptly reimburse Bank for all funds Company has received an unauthorized debit is handled following the procedures described in this Section. This procedures related to consumer accounts do not apply to direct deposit of employee pay by Company, nor does it apply to any Funds Transfer that is not subject to the Electronic Funds Transfer Act and Federal Reserve Regulation E.

18. Audit. In order to permit Bank to meet its audit obligations under the Rules, Company agrees to cooperate with Bank by providing it with transaction records, copies of authorizations, identity verifications, and other records or documentation of its compliance with the Rules, the Security Procedures, or Applicable Law, as Bank may request from time to time. Upon reasonable advance notice of no less than 10 Business Days, Bank will have the right to conduct an audit of Company during normal business hours for its compliance with the Rules, the Security Procedures, and Applicable Law, at Bank's expense, but no more often than once per year. As required by the Rules, if Company is acting as a Third Party Sender, Company will conduct an annual internal audit of its compliance with the ACH Rules in accordance with the requirements of Appendix VIII of the Rules no later than December 31 of each year. Company acting as a Third Party Sender will retain proof that it has completed an audit for six years from the date of the audit and must provide documentation supporting the completion of the audit to NACHA or to Bank upon request.

19. Obligations of Company as Third-Party Sender Under the Rules. In addition to any other duties, responsibilities, warranties, representations, and liabilities under this Master Agreement, for each and every Entry transmitted by Company to Bank as a Third-Party Sender and not as an Originator, Company represents and warrants to Bank and agrees that it will do all of the following as provided for by the Rules: (i) perform all of the duties, including the duty to identify Originators; (ii) assume all of the responsibilities, including the responsibilities of ODFIs and Originators; (iii) make all of the warranties, including the warranties of ODFIs and the warranty that Originators have agreed to assume the responsibilities of Originators under the Rules; (iv) make all of the representations; and (v) assume all of the liabilities, including liability for indemnification for the failure of an Originator to perform its obligations as an Originator.

20. Evidence of Authorization; Identification. When acting as a Third-Party Sender, Company must utilize a commercially reasonable method to establish the identity of any Originator, or person acting on behalf of an Originator, and that uses an unsecured electronic network with Company for the origination of Entries. In addition, Company will obtain all consents and authorizations for two years after they expire.

21. ACH Services – WEB and TEL Entries. Request for Use of WEB and TEL Entries. WEB and TEL debit Entries may be both recurring and non-recurring. In addition to the obligations of Company set forth in the ACH provisions of the Master Agreement, as a condition to transmitting debit WEB and TEL Entries, the NACHA Rules require that Bank and Company agree to the additional procedures and practices, rights and liabilities, as more fully set forth herein and in the ACH User Guide, of which Company acknowledges receipt of a copy.

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21.1 WEB Entry Requirements. WEB Entries are Entries transmitted to a consumer Receiver's account. These Entries can be either debits (when the Internet or mobile devices are used to initiate the payment) or credits (when payments are exchanged between consumers). Debit WEB Entries may be initiated by Company to debit a consumer based on an authorization that is communicated, other than by an oral communication, from the Receiver to the Originator via the Internet or a wireless network. Company is authorized to initiate debit WEB Entries only, which may be either recurring or non-recurring transactions, and which must meet the following consumer payment requirements.

21.1.1. Authorization. As an ACH Originator of debit WEB Entries, Company, is obligated to obtain the Receiver's authorization for each debit WEB Entry it initiates prior to its initiation. Such authorization must at a minimum be in a writing that is signed or similarly authenticated by the Receiver via the Internet or a wireless network, and must clearly state that it is for an ACH debit, state the terms of the authorization, and (for recurring payments) provide a method to terminate the authorization by notifying Company, all as more fully described in the User Guide. Company shall retain records of a Receiver's authorization for two years after the termination or revocation of the authorization. Company shall provide a copy of these records to Bank upon its request, for its own use or to forward to the RDFI. Where required by the Rules, Company must be able to demonstrate proof of a Receiver's authorization by providing documentation that provides transaction details including Receiver information and sales documentation.

21.1.2. Enhanced Risk Management Requirements. With respect to each debit WEB Entry initiated by Company, it represents and warrants to Bank that it has employed commercially reasonable methods of authentication to verify the identity of the Receiver; that it employs fraudulent transaction detection systems; that it makes use of a methodology to establish a secure Internet session; and that it employs procedures to verify the validity of the RDFI's routing number.

21.2 TEL Entry Requirements. Telephone-Initiated Entries (TEL) are consumer debit transactions. The Rules permit TEL Entries only if Company obtains the Receiver's authorization for the debit Entry orally via the telephone.

21.2.1. Authorization. Company is permitted to initiate TEL Entries only where Company has an existing relationship with the Receiver, or where there is not an existing relationship between Company and the Receiver, but the Receiver initiated the telephone call to Company. As used herein, an "existing relationship" means either (i) there is a written agreement in place between Company and the Receiver for the provision of goods or services, or (ii) the Receiver has purchased goods or services from Company in the past two years. For purposes of the Rules, Company is not deemed to have such an existing relationship with the Receiver with respect to TEL entries on the basis of a pre-existing relationship of one of its Related Entities. An oral authorization is one that is spoken by the Receiver or is captured by an automated response system, again orally spoken. If Company uses a Voice Response Unit ("VRU"), to capture a Receiver's authorization for a TEL Entry, Company understands that key-entry responses by the Receiver to input data and to respond to questions does not qualify as an oral



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authorization. Actual authorization by the Receiver must be provided orally in the manner described in the User Guide.

21.2.2. Single Entry TEL Entries. For Single Entry TEL Entries, Company is obligated to either audio record the Receiver's oral authorization or to provide, in advance of the Settlement Date of the Entry, written notice to the Receiver that confirms the oral authorization. The recording or written notice, as applicable, shall be readily identifiable as an authorization and must have clear and readily understandable terms and shall be in form and content as more fully described in the User Guide. Company shall disclose to the Receiver the method by which written notice will be provided if this option is used.

21.2.3. Recurring TEL Entries. For Recurring TEL Entries, Company is obligated to both audio record the Receiver's oral authorization and to provide a written copy of the authorization to the Receiver, to the extent required by Regulation E, 12 C.F.R. Section 1005.10. Company shall disclose to the Receiver the method by which written notice will be provided. The authorization must be readily identifiable as an authorization and must have clear and readily understandable terms, and shall be in form and content as more fully described in the User Guide.

21.2.4. Enhanced Risk Management Requirements. With respect to each TEL Entries initiated by Company, it represents and warrants to Bank that it has employed commercially reasonable procedures to verify the identity of the Receiver. Such procedures at a minimum shall include a method to comply with this requirement such as use of a directory or database. Company shall also further verify the Receiver's identity by verifying pertinent information with the Receiver such as mother's maiden name, challenge questions, past buying history, etc. Company shall also employ procedures to verify the validity of the RDFI's routing number by use of a fraudulent transaction detection system, a separate database or directory, or through other methods devised by Company.

21.2.5. Record Retention for TEL Entries. For Single Entry TEL Entries, Company must retain either the original, copy or other accurate record of the Receiver's oral authorization or a copy of the written notice confirming the Receiver's oral authorization for two years from the date of the authorization. For Recurring TEL Entries, company must retain for two years from the termination or revocation of the authorization (i) the original or a copy of the oral authorization, and (ii) evidence that a copy of the authorization was provided to the Receiver in compliance with Regulation E, 12 C.F.R. Section 1005.10.

21.3 Data Security Audits. In accordance with the Rules, Company is required to conduct, or cause to be conducted, an annual data security audit to ensure that the financial information that Company obtains from Receivers is protected by security practices that include adequate levels of: (i) physical security to protect against theft, tampering, or damage; (ii) personnel and access controls to protect against unauthorized access and use; and (iii) network security to ensure secure capture, transmission, distribution, and storage until destruction of financial information. More specific details of the audit requirements are set forth in the User Guide.

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21.4 Reporting Duties. Company will provide Bank with a certification of the completion of its Data Security Audit at least once per year, and more frequently if requested by Bank at its reasonable discretion. At the request of Bank, Company will provide a copy of the Receiver's authorization for an Entry.

21.5 Supplemental Representations; Warranties, Limitation of Liability, and Indemnity. In addition to any other representation, warranty and/or indemnification contained in the Master Agreement, Company acknowledges receipt of the Security Procedures Supplement and agrees that it will employ the Security Procedures described therein as well as the additional security procedures described in this Supplement and in the User Guide in connection with its initiation of TEL and WEB Entries. With each WEB or TEL Entry, Company (i) warrants that it has obtained the appropriate authorization from each Receiver and (ii) makes to Bank the same warranties as required under the Rules that Bank makes as ODFI. Except where a loss is due to gross negligence or willful misconduct of Bank, Bank will have no liability for unauthorized or fraudulent WEB or TEL Entries, and Company accepts as Originator all liability corresponding to the representations and warranties Bank as ODFI makes under the Rules regarding WEB and TEL Entries and agrees to indemnify Bank from all loss, expense and costs arising out of an unauthorized or fraudulent WEB or TEL Entry.

E. CONTROLLED DISBURSEMENT SERVICES.

1. Definitions. Capitalized terms used in this Section and not otherwise defined herein will have the meanings given them in Section A of the Master Agreement.

1.1 "Controlled Disbursement Account" or "CDA" means Account designated in the Confirmation as the disbursement account and uses a distinct routing and transit number assigned by the Federal Reserve Bank Check Clearing System for purposes of identifying Company.

1.2 "Federal Reserve Bank Check Clearing System" means the check clearing services made available by the Federal Reserve Bank and utilized by Bank for clearing checks drawn on Company's Accounts with Bank.

1.3 "Funding Account" means Company's Account or line of credit account designated as the Funding Account on the Confirmation.

1.4 "Total Clearings" means the total aggregate amount of all presented disbursement checks, and other current charges to the Controlled Disbursement Account.

2. Services. Where requested by Company, or where required by Bank in connection with financing provided by Bank to Company, Company will maintain with Bank a Controlled Disbursement Account and a Funding Account. Bank will fund the Controlled Disbursement Account in accordance with the procedures below (the "Controlled Disbursement Services"). Company hereby authorizes and directs Bank to act on its behalf as its agent, as Bank in its sole discretion deems necessary or advisable, in performing any of the Controlled Disbursement Services as more fully described in the Master Agreement. Company understands and agrees that it must be enrolled in OLB-

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CM in order for Bank to provide the Controlled Disbursement Services described in this section of the Master Agreement.

3. Funding Procedures. Company agrees to maintain sufficient collected balances or line of credit availability in the Funding Account to fund the Total Clearings. Bank is hereby authorized to debit the Funding Account in an amount equal to the actual Total Clearings and to transfer funds in said amount for credit to the Controlled Disbursement Account. If sufficient funds are not available, Bank will provide Company with a report consisting of all presented disbursement checks, and other current charges to the Controlled Disbursement Account. Company will have until 1:00 P.M. to direct Bank to pay that portion of Total Clearings for which there are sufficient funds. Absent direction from Company, Bank will pay items received by Bank after Bank's cutoff time in accordance with Bank's established policy, as revised from time to time.

4. Special Circumstances. Company acknowledges that Bank, due to circumstances beyond its control, may at times be unable to provide a report of the total amount of its Total Clearings early enough for Company to make a complete and acceptable funding of the Account. In such case, Company nevertheless agrees to fund the Funding Account completely by using an estimate of the Total Clearings.

5. Bank-Managed Responsibilities. Company acknowledges that Bank will decision its funding of Total Clearings based upon the available balance in the Funding Account, but that decision will also be based upon the terms and conditions of any written financing arrangements agreed to by Bank and Company, including any and all loan documents executed in connection with any line of credit where Company's access to funds in the Funding Account is subject to borrowing base requirements.

6. CDA Funding; Item Returns. Company will ensure CDA is funded for the amount of total Items for the day by each Items' corresponding Cut-Off Time. If Company fails to fund the amount of an Item by its Cut-Off Time, such Item will be returned the following Business Day.

7. Action Affecting Accounts. Should Bank receive any process, summons, order, injunction, execution, levy, lien, garnishment, or adverse claim notice (either by a governmental authority or third party) (hereinafter referred to as "Process"), which Bank reasonably believes will adversely affect the Funding Account or CDA, Bank may, at its option and without liability, refuse to honor orders to pay or withdraw sums from any CDA and may either hold the Funding Account balance herein until such Process is disposed of to the satisfaction of Bank or pay the balance over according to the terms of the Process in accordance with applicable law.

8. Return of Items Unpaid. Bank reserves the right, in Bank's sole discretion, to return unpaid any or all Items presented for payment against the CDA in the event that: (i) there is an insufficient Collected Balance or Available Balance in the Funding Account by the established deadline to fund the Total Clearings; (ii) debits cannot be posted because the CDA or Funding Account is frozen, blocked, closed or because of any other condition; or

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(iii) any communications failure or other condition prevents Bank from monitoring Company's dollar limit and/or Items presented for payment.

9. Stop Payment Orders. Company may issue stop payment orders on Items drawn on the CDA in accordance with Bank's procedures.

10. Services Interruption; Limitation of Liability. Company acknowledges that service interruptions in Banking, telecommunications and computer industries are frequently caused by circumstances beyond Bank's control and are difficult to assess as to the cause as well as to determine resulting damages. Bank's goal will be to respond to service requests for the Controlled Disbursement Services within one Business Day notification. Company agrees that Bank will not be liable for any actual or direct loss arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmissions of data in connection with the delivery of the Controlled Disbursement Services. In addition to the foregoing and the other limitations on Bank's liability included in the Master Agreement, Bank shall not be liable for any act or omission of any other entity furnishing equipment, products or services to Company in connection with the Controlled Disbursement Services, nor shall Bank be liable for damages or losses due to the acts or omissions of Company or its agents, Related Entities, subscribers or customers.

F. LOCKBOX SERVICE.

1. Services. Bank agrees to provide lockbox processing services for Company as more fully described below in this (the "Lockbox Services"). Company hereby authorizes Bank to act as the agent for Company and to have exclusive and unrestricted access to Company's incoming mail for the purpose of processing the remittances therein. Unless otherwise required by Bank, Company may advise its customers to send checks, drafts, credit card information for processing a credit card charge, or other orders for the payment of money ("Items") to the post office box at the U.S. Post Office address designated by Bank on the Confirmation (the "Lockbox"). Bank will perform the following Lockbox Services as agent for Company. Other optional Lockbox Services may be available for an additional charge upon request.

1.1 Collect mail from the Lockbox at various times each Business Day in accordance with Bank's regular collection schedule. With respect to deposited Items, once Items are credited to Accounts, Company will be deemed a depositor of the Bank.

1.2 Open such mail and remove the contents thereof. Items contained in envelopes will be inspected for validity, appropriate processing instructions, and handled accordingly. All Items that appear to be for deposit will be properly endorsed, if applicable. Acceptable payees will be designated by Company. Should the payor bank return any Item to Company with a request for personal endorsement, Company authorizes Bank to properly endorse Item.

1.3 Deposit such Items to Company's Account designated on Confirmation. It is understood that the credit and collection of Items is subject to the same terms and conditions as apply to deposits, credit card processing, and other orders for payment received by Bank directly from Company.

1.4 On each Business Day that Items are deposited in the Lockbox, Bank will deliver an electronic advice of credit listing Items processed for deposit, total amount deposited and

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all original Items that are not accepted for deposit as set forth below, and all associated remittance detail such as correspondence, envelopes, unacceptable items and any other documents received in the remittance mail, via the Access Portal. If Company desires a hard copy of the documentation, Bank will send it by U.S. mail (or deliver by courier if Company is signed up for courier services with Bank) generally on the same Business Day Items were received.

2. Processing of Certain Items.

2.1 Bank will examine the front and back of Items to detect handwritten or typed "paid in full" or similar language. Where Bank's personnel observe that such language has been handwritten or typed on Item, Item will not be processed for deposit into Account, unless otherwise instructed by Company.

2.2 Items postdated by three or more days will not be processed for deposit.

2.3 Undated Items will be dated with the current date and processed for deposit.

2.4 If there is a discrepancy between the written amount in words and the numerical amount, Bank will accept the amount that agrees with accompanying remittance forms.

2.5 Items made payable to anyone other than Company (or as authorized by Company) will not be processed for deposit.

2.6 An Item which appears to Bank to have been materially altered will not be processed for deposit into the Account, although Bank will have no liability for failing to detect any such alteration of an Item.

2.7 Deposited Items returned for insufficient or uncollected funds will be automatically re-deposited one time. If an Item is returned for any reason, including "Account Closed" or "Payment Stopped", or if an Item is returned unpaid a second time for insufficient or uncollected funds, it will be charged back to Company's Account and an advice sent to Company's address of record with Bank.

2.8 Unless otherwise indicated, in writing, by Company, Company will not receive credit for foreign currency Items and Items drawn on a foreign bank until funds are collected by Bank from the foreign bank. When foreign currency Items are received by Bank, Bank will inform Company of the Item's status. Bank will not be responsible for any fluctuation in foreign currency exchange rates or for the length of time it takes to clear Item.

2.9 Exception Items that are not handled consistently with the above requirements or as otherwise agreed to by Bank will not be deposited and will be returned to Company.

3. HIPAA Requirements. To the extent that Bank is considered a "business associate" under the Health Insurance Portability and Accountability Act, Public Law 104-191, as amended by the federal HITECH Act (the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-5) (as amended, "HIPAA"), with respect to its performance of the



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Services hereunder, it agrees to maintain the confidentiality and privacy of any individually identifiable information about an individual's physical or mental health or payment of health care information that it receives in its performance of the Services, or information otherwise considered "protected health information" as defined by HIPAA.

G. CASH MANAGEMENT ONLINE BANKING (OLB-CM).

1. Definitions.

1.1 "OLB-CM Security Procedures Enhancements" means the security features for use with the OLB-CM Services offered by Bank in addition to its standard Security Procedures, as described in the Security Procedures Supplement.

1.2 "OLB-CM Services" means the cash management online banking services described more fully in this Section.

1.3 "Real-Time Basis" means that a transfer made prior to 6:00 PM Eastern Time will be reflected in the Account records at or near the actual time the transfer is made.

2. Services. The OLB-CM Services consist of electronic banking functions that are offered by Bank as more fully described in the Master Agreement and that are in addition to those available through Basic Online Banking. Some of the OLB-CM functions are available subject to credit approval. To the extent that the OLB-CM functions selected by Company are treasury management services subject to the Master Agreement, Company will have indicated its agreement to the terms and conditions of the applicable Services upon its use of such Services in OLB-CM. Bank may from time to time introduce new functions to be included as part of the OLB-CM Services and will make any new functions available to Company subject to Company's agreement to be bound by any terms and conditions regarding the new functions, as may be set forth in any amendment to the Master Agreement submitted by Bank to Company in connection therewith.

3. Access. To use the OLB-CM Services, Company must maintain at least one Account with Bank, have access to internet services, have an email address, and have enrolled in Online Banking. Upon enrollment in Online Banking, Bank must have received the Master Agreement executed by Company and Bank and have verified Company's Account information through Online Banking. Upon completion of the foregoing, Bank will confirm Company's enrollment in the OLB-CM Services and work with Company as necessary to assure it has access to the OLB-CM Services. Authorized Persons may perform the OLB-CM Services functions for which they have received the required authorization, but subject to any limitations on transfers or OLB-CM Services functions set forth in the Master Agreement. Access to the OLB-CM Services will be as established by Administrator. Company will ensure that the Authorized Persons follow all instructions provided to Company with respect to the Security Procedures. Any valid same-day or one-time transfer between Accounts initiated prior to end-of-day processing on a Business Day is processed on a Real-Time Basis and will be posted to the Account the same day it is initiated. Any valid same-day or one-time transfer initiated during or after end-of-day processing on a Business Day or at any time on a non-Business Day will be

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posted on the next Business Day, normally by 8:00 AM Eastern Time. All future-dated or recurring transfers scheduled for a Business Day will be posted on the scheduled date; all future-dated or recurring transfers scheduled for a non-Business Day will be posted on the next Business Day. After a transfer request has been processed electronically, the transfer request cannot be deleted or withdrawn. Bank, in its sole discretion, may (but shall not be obligated to) honor any item or funds transfer order initiated through use of the OLB-CM Services that results in an overdraft.

4. Stop Payment Orders. Company may issue a request for a stop payment order using the OLB-CM Services on any check issued by it on an Account (excluding cashier's checks, official checks, or other cash equivalent items). Any attempt to cancel or modify a funds transfer is subject to the terms of the Master Agreement, as applicable. Stop payment orders submitted by use of the OLB-CM Services will be processed on at or near the actual time the transfer is made on the Business Day it is received, provided that orders received after 6:00 PM Eastern Time or at any time on a non-Business Day will be processed on the next Business Day. Notwithstanding the foregoing, Bank must receive the stop payment order by a time which will give Bank a reasonable opportunity to act on it prior to its deadline for payment of the item. STOP PAYMENT ORDERS WILL NOT BE EFFECTIVE IF, EITHER BEFORE OR WITHIN 24 HOURS OF WHEN THE STOP PAYMENT ORDER REQUEST WAS PLACED, BANK HAS ALREADY PAID THE ITEM, PROCESSED THE FUNDS TRANSFER, OR BECOME OTHERWISE LEGALLY OBLIGATED FOR ITS PAYMENT. STOP PAYMENT ORDERS ARE PROCESSED BY COMPUTER. BANK WILL NOT BE LIABLE FOR ITS FAILURE TO ACT UPON A STOP PAYMENT ORDER PLACED IF ANY OF THE CHECK NUMBER, THE ACCOUNT NUMBER, OR THE DATE OR DOLLAR AMOUNT PLACED ON THE STOP PAYMENT ORDER FOR COMPANY IS NOT CORRECT. A STOP PAYMENT ORDER PLACED BY COMPANY BY MEANS OLB-CM SHALL BE CONSIDERED TO BE THE EQUIVALENT OF A WRITTEN STOP PAYMENT ORDER FOR THE PURPOSES OF SECTION 4-403 OF THE UNIFORM COMMERCIAL CODE AS ENACTED IN OHIO AND SHALL ONLY BE EFFECTIVE FOR SIX MONTHS UNLESS RENEWED.

5. Changes to and Interruption of the OLB-CM Services. Bank may on a regular basis perform maintenance on its operating systems, which may cause an interruption in or change to the OLB-CM Services. Bank also may need to change the scope of the OLB-CM Services from time to time. Bank will attempt to provide prior notice of any such interruptions and changes, but cannot guarantee that such prior notice will be provided. If Company finds that access to the OLB-CM Services is interrupted or unavailable, Company should call Bank for assistance to obtain access. Bank agrees to use reasonable efforts to perform routine maintenance to its operating systems during non-regular business hours.

6. Online Banking and Bill Payment User Agreement. The terms of the Master Agreement are in addition to the terms of Bank's Online Banking and Bill Payment User Agreement, as it may be amended from time to time. In the event of a conflict between the Master Agreement and the Online Banking and Bill Payment User Agreement, the terms of the Master Agreement will control.



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H. RECONCILIATION SERVICES.

1. Definitions. Capitalized terms used in this Section and not otherwise defined above or in the Master Agreement shall have the meanings given them in Uniform Commercial Code ("UCC") as enacted in the state of Ohio.

1.1 "Default Option" means the option to either pay or return Exception Checks as selected by Company.

1.2 "Exception Check" means a Presented Check that does not match a check included in an Issued File.

1.3 "Exception Check Report" means a report describing Exception Checks or Presented Checks, depending upon the product selected, which is made available by Bank to Company through OLB-CM.

1.4 "Exception List" means a list supplied by Bank to Company of Exception Items.

1.5 "Issued File" means a record describing checks drawn by Company on a Designated Account, and which is created by Company in accordance with the procedures described in the User Guide and uploaded through OLB-CM.

1.6 "Presented Check" means a check drawn on a Designated Account and presented to Bank for payment through the check collection system (e.g., local clearinghouse, Federal Reserve, or direct send presentment cash letter).

1.7 "Reconciliation Services" means the positive pay services for checks or ACH as more fully described in the Master Agreement and in the User Guide.

1.8 "Timely" means in an expedient manner and no later than the Cut-Off Time.

2. Account Reconciliation Services.

2.1 Disclaimer. The Account Reconciliation Services enable Company to simplify the balance reconciliation process for its Accounts. Because the outcome fully depends on the accounting information and other data that are submitted to Bank for reconciliation, Bank accepts no responsibility for the results produced by the Services or for the further use of and reliance upon these results by Company or others.

2.2 Services. Bank agrees to provide the Account Reconciliation Services described below. This section of the Master Agreement along with the User Guide establishes procedures by which Bank will provide the Account Reconciliation Services for Company's Designated Accounts. The Account Reconciliation Services will not be available to Company until it has completed the set up and implementation process as set forth in the User Guide. Company must make certain selections during the setup process to customize the Services Bank will provide hereunder. Company has enrolled in Bank's OLB-CM Services as a precondition to Bank providing the Account Reconciliation Services.



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2.3 Company Responsibilities.

2.3.1. Company is required to (i) log in to Online Banking each Business Day, whether or not it has received a notification from Bank, including email or text message (ii) review any activity on its Accounts (iii) view current information, and (iv) if applicable, create Issued File(s) containing debits from Company's general ledger Account as well as for other Accounts for which it desires the Account Reconciliation Services. The Issued File must contain the following information at a minimum: check amount, check serial number, issue date, and check payee name.

2.3.2. Company is required to keep back-up copies of all accounting data and files that it sends to Bank for reconciliation by use of the Account Reconciliation Services

2.3.3. With respect to each Exception Item, including check and ACH, that Company authorizes Bank to pay, Company represents and warrants that there are sufficient Collected Funds in its Account to pay such Exception Item. Any overdrafts created by such authorization to pay will be due and payable to Bank immediately, and will be subject to account overdraft fees as established by Bank from time to time.

2.3.4. If Company utilizes ACH Positive Pay, Company is responsible for modifying its ACH Authorization Rule(s) as it deems necessary.

2.3.5. If Company places a stop payment on an Issued File, any check, or ACH listed in an Issued File after the Cut-off Time, the stop payment will not be placed on Bank's system until the following Business Day.

2.3.6. To access the Account Reconciliation Services, on a periodic basis, Company must create an Issued File.

2.4 Account Reconciliation Services Options. If Company desires Account Reconciliation Services, it shall select one of the following options.

2.4.1. "Full Reconciliation" provides that at the end of each of the Account statement cycles, Company will create and access a reconciliation report that shows (i) checks paid matching the Issued File, (ii) checks outstanding, and (iii) checks paid not matching the Issued File. The report may be created and accessed at any time via OLB-CM Services.

2.4.2. "Partial Reconciliation" provides that at the end of each of the Account statement cycles, or more frequently if requested by Company, Company will create and access reconciliation report listing checks paid. The report may be created and accessed at any time by means of OLB-CM Services.

2.4.3. "Deposit Reconciliation" provides that at the end of each of the Account statement cycles, Company will create and access a report showing daily deposits by serialized deposit locations with a summary total of each location for that statement cycle. The report may be created and accessed at any time by means of OLB-CM Services.

3. Check Positive Pay Services.

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3.1 Services. Check Positive Pay Services are Reconciliation Services that enable Company to automate check reconciliation on Company's Accounts and assist in monitoring Accounts and detecting unusual or unauthorized disbursement activity.

3.2 Procedures for Check Positive Pay Services: Issued Files. Company shall create and upload Issued Files through OLB-CM, or through such other secure processes as have been approved by Bank, on the same Business Day that it issues checks to be included in the Issued Files and prior to the disbursement of checks issued by Company. The Issued File shall accurately state the check number, the exact amount, the payee (where applicable), and the issue date of each check drawn on each Designated Account since the last Issued File was uploaded, as well as the total dollar amount of the checks and total number of checks in the Issued File. In using the Check Positive Pay Services, Company must follow the format and medium, and meet the deadline(s), as more fully set forth in the User Guide. The Issued File(s) will be considered delivered to OLB-CM effective as of the time Company has approved the Issued File and delivered it to Bank by means of OLB-CM, as reflected in Bank's records.

3.3 Check Positive Pay Options. If permitted by Online Banking, Company shall select one or more of the following options for the Check Positive Pay Services.

3.3.1. Standard Check Positive Pay. On each Business Day that it receives Presented Checks, Bank will compare Presented Checks by check number and amount (dollars and cents) against Issued Files. Bank will pay or return Exception Checks listed in the Exception Check Report in accordance with the Default Option. Company will compare the Exception Check Report to its internal records for the Designated Account, and should it elect to handle the Presented Check differently than as specified by the Default Option, Company must indicate within the Exception Check Report and through OLB-CM a Default Option override by the Cut-off Time.

3.3.2. Standard Check Positive Pay Plus Payee. On each Business Day that it receives Presented Checks, Bank will compare each Presented Check by check number, check amount (dollars and cents) and payee against Issued Files. Bank will pay or return each Exception Check listed in Exception Check Report in accordance with the Default Option. Company will compare Exception Check Report to its internal records for Designated Accounts, and should it elect to handle the Presented Check differently than as specified by the Default Option, Company must indicate within Exception Check Report and through OLB-CM a Default Option override by the Cut-off Time.

3.3.3. Reverse Check Positive Pay. Company will view a list of Presented Checks on its Accounts through OLB-CM on each Business Day, based upon criteria established by Company. Bank will pay each Presented Check on the list (subject to availability of funds in the Account) unless Company has notified Bank through OLB-CM before the Cut-off Time that it has decided to return one or more of the Presented Checks.

3.3.4. Check Verification. Company will view a list of Presented Checks on its Accounts through OLB-CM on each Business Day, based upon criteria established by Company. Bank will pay each Presented Check (subject to availability of funds in the Account) unless

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Company has notified Bank through OLB-CM before the Cut-off Time that it has decided to return one or more of the Presented Checks.

3.4 Payment and Dishonor of Exception Checks; Default Options. Company shall make a selection of a Default Option for use with Standard Check Positive Pay and Standard Check Payee Positive Pay, and Bank will pay or return Exception Checks in accordance with the selected Default Options for each Designated Account. Company hereby authorizes Bank to act in accordance with such Default Option if it does not receive specific written instructions to the contrary for any reason prior to the Cut-off Time. Bank may refuse to pay any check if there are insufficient Collected Funds in the Designated Account to cover the check.

3.4.1. Return Default Option. Bank will automatically return to the depository bank each Exception Check drawn on that Designated Account. Bank recommends that Company also place a stop payment on any returned item if they do not wish for item to be paid in the future.

3.4.2. Pay Default Option. Bank will automatically pay and charge to the appropriate Designated Account each Exception Check, provided there are Collected Funds and subject to any other relevant procedures. If Company notifies Bank it does not wish to have an Exception Check paid, Bank recommends that Company also place a stop payment order if they do not wish for the returned item to be paid in the future.

3.5 Company and Bank Communications. Company shall submit Issued Files that comply with the formatting and substantive requirements set forth in the User Guide and that have not been revoked in accordance with the User Guide. Bank will not be obligated to comply with any instructions with respect to an Exception Check that are not communicated in accordance with the User Guide. Bank is not responsible for detecting any Company error contained in any Issued File or other communication sent by Company to Bank, nor is Bank liable for acting on Company's decisions or for not acting upon, or for carrying out Company's Default Option if it fails to act on a check.

3.6 Limitations of Liability.

3.6.1. UCC Liability. To the extent applicable, the liability provisions of UCC Articles 3, 4, and 4A as enacted in Ohio shall govern this Master Agreement, except as modified below.

3.6.2. In addition to general limitations on Bank's liability set forth in the Master Agreement, and notwithstanding any Applicable Law to the contrary, Bank shall have no liability for acting on Company's decisions or in accordance with the terms of this section of the Master Agreement and/or Company's Default Option if Company fails to act on a particular check. Further, Because Company has elected to use the Check Positive Pay Services, and daily transmits to Bank its Issued Files listing checks it intends for Bank to honor, Bank is not obligated to inspect any check for the presence or the authenticity of any signature of any person or whether the signature is authorized. As a point of clarification, the prior statement creates no obligation not already created in the Master Agreement to inspect any checks if Check Positive Pay Services are not utilized.



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3.6.3. Faulty Information. Bank shall only be liable for Company's actual damages that are proximately caused by (i) Bank's payment of a check that was not properly payable; or (ii) its dishonor of a check that was properly payable. However, Bank's liability is contingent upon the honor or dishonor having occurred because Bank should have shown the check on an Exception Check Report but failed to do so; or having shown the check on an Exception Check Report but having referenced the wrong check number; and in either case, where Company provided an Issued File containing the correct check number prior to payment of the check. In no event shall Bank be liable hereunder if Bank provided Company with Timely information that disclosed the error.

3.6.4. Assignment. To the extent that Company suffers a loss by its use of the Check Positive Pay Services, Bank assigns to Company any claim that Bank may have against a depository or collecting bank to recover the loss, including any claim of breach of warranty under UCC sections 4-207, 4-208, or 4-209 as enacted in the state of Ohio.

3.6.5. Standard of Care. Company is solely responsible for its decisions, action and inaction with respect to the Check Positive Pay Services and checks presented on the Designated Accounts. Company is responsible for, and Bank may rely upon, the contents of each Issued File. Company is required to provide Bank with Issued Files in a Timely manner, and Bank will not be liable for any loss incurred by Company that is the result of the failure by Company to perform its obligations hereunder in a Timely manner.

3.7 ACH Positive Pay Services

3.7.1. Services. Bank receives incoming debit and credit Entries for Company's Accounts, which are subject to the Rules. Company hereby agrees to comply with and be bound by the Rules as they relate to the ACH Positive Pay Services. Company has provided Bank the criteria for determining Authorized ACH Entries, such as specific originating company IDs or SEC Codes, or a maximum dollar threshold for incoming ACH credit or debit Entries. Bank will pay all Authorized ACH Entries presented against the Account, and Company hereby authorizes Bank to return all ACH Entries that are not Authorized ACH Entries.

3.7.2. Exception List. Each Business Day for which there are Exception Items, an Exception List will be available to Company through OLB-CM. It is the responsibility of Company to log into OLB-CM each day to view any Exception Lists, and to affirmatively notify Bank through OLB-CM by the Cut-off Time whether it authorizes the processing of any of the Exception Items. Bank will return all Exception Items for which it does not receive an authorization to process the Entry by the aforementioned deadline, consistent with the Rules. Bank will not return any Entries on the Exception List that are not Exception Items and will not be liable for such Entries being processed (e.g. Entries originated by Company).

3.7.3. Limitation of Liability. Bank shall not be liable for any fees or charges associated with or incurred by Company in connection with non-payment of an ACH debit Entry or the failure to pay a legitimate obligation in a timely manner.



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I. REMOTE DEPOSIT CAPTURE.

1. Definitions.

1.1 "Client" means a customer whose name was provided to Bank from Company and for whom Company will be endorsing and depositing checks by use of RDC Services.

1.2 "Endpoint" means any Federal Reserve Bank, financial institution, local clearing house, courier or other entity or location for the delivery of cash letters or other presentment of Imaged Items or Substitute Checks.

1.3 "Equipment" means scanner equipment and drivers for use in RDC Services.

1.4 "Imaged Item" means the digitized image of a Check that is created by Company and transmitted to Bank using the RDC Services.

1.5 "Image Exchange Item" means a digitized image of an Item cleared and settled directly with a Payor Financial Institution without having been converted to a Substitute Check.

1.6 "Item" for the purposes of RDC Services means a Check that is payable on demand, drawn on or payable through or at an office of a United States Financial Institution, whether negotiable or not, and payable or endorsed to Company, and includes Checks, Substitute Checks and Image Exchange Items. Such term does not include Non-Cash Items or Items payable in a medium other than United States currency.

1.7 "Non-Cash Item" means an Item that would otherwise be an Item, except that: (i) a passbook, certificate or other document is attached; (ii) it is accompanied by special instructions, such as a request for special advice of payment or dishonor; (iii) it consists of more than a single thickness of paper, except an Item that qualifies for handling by automated check processing equipment; or (iv) it has not been preprinted or post-encoded in magnetic ink with the routing number of the Payor Financial Institution.

1.8 "Output File" means the file of Imaged Items created by Company by use of the Software and transmitted to Bank for processing.

1.9 "Payor Financial Institution" means the USFI that is a payor bank for any Item.

1.10 "Regulation CC" means 12 C.F.R. Part 229, as it may be amended from time to time.

1.11 "RDC Services" means Bank's remote deposit capture services as more fully described in this section, inclusive of Third Party RDC Provider Services.

1.12 "Software" means any software that is offered, required or approved by Bank for use by Company (i) in receiving, validating and packaging images and data from a bulk file and formatting the file to create the Output File, for it to be forwarded to Bank for processing, or (ii) to create an image of a Check in an Output File directly from its accounts receivable system to be forwarded electronically to Bank for processing.



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2. Services.

2.1 Bank agrees to provide the RDC Services for the conversion of Checks to Substitute Checks, Imaged Items, or Image Exchange Items, so that Company can transmit Imaged Items converted from paper Checks to Bank for processing and deposit into an Account of Company maintained with Bank or into an Account in the name of a Client maintained with Bank, all as more fully described below. Bank and Company will comply with the terms and provisions of this Master Agreement with respect to the use of the RDC Services. Unless otherwise provided, all ACH transfers will be governed by the ACH Services section of the Master Agreement and all Substitute Check and Image Exchange Item transactions will be governed by the RDC Services section of the Master Agreement. Company will create images of Checks at the Company's location by use of the Equipment and specified Software approved or provided by Bank. Company will capture digitized images of Checks using the Software and the Equipment provided by or through Bank or Bank's designated supplier, or other Software and Equipment supplied by Company and approved for use in connection with the Services by Bank. The Imaged Items will be transmitted by Company to Bank, or the Bank's authorized processor, by means of an Output File transmitted over the Internet through a web-based interface, and that the Imaged Items comply with Company's responsibilities described below. The Company's Account will be provisionally credited upon the Bank's acceptance of Imaged Items received for deposit by Bank from Company by utilizing the RDC Services. Bank will process the deposited Items created by use of the RDC Services for credit to Company's designated Account, and will provide other specific information required by Bank related to the RDC Services. All deposits received by Bank are accepted subject to the Bank's verification and final inspection and may be rejected by Bank in the Bank's sole discretion. All deposits are subject to the Terms and Conditions of Your Account.

2.2 Bank's processing of any Imaged Items that do not meet the definition of "Item" ("Non-Qualifying Items") shall not constitute a waiver by Bank of Company's obligations pursuant to this section of the Master Agreement or obligate it to process such Non-Qualifying Items in the future. Bank may discontinue processing of Non-Qualifying Items at any time, without cause or prior notice.

2.3 Bank will make available to Company the Equipment or Company may select alternative adequate Equipment; such adequacy shall be solely determined by Bank without liability for such determination. If supplied by Bank, Company will use Equipment and Software in accordance with the Master Agreement.

3. Company Responsibilities. Company shall:

3.1 Maintain one or more Accounts into which Imaged Items will be deposited by use of RDC Services. However, the primary Account for RDC Services must be a commercial analysis checking account at Bank or other type of approved Bank checking account.

3.2 After the initial installation of the RDC Services and training by Bank, Be responsible for training its own employees in the use of the RDC Services, including the requirements

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for a Substitute Check, quality imaging, and fraud control examinations for alterations, forged endorsements and other indications of fraud.

3.3 Maintain fully qualified, properly trained, experienced employees sufficient to properly perform its obligations under this section of the Master Agreement.

3.4 Ensure that Output Files meet Bank's file format and other requirements for RDC Services and the Software. Company will enter any other required information correctly.

3.5 Only submit Checks for processing to Bank that meet the definition of a Check.

3.6 Ensure that the scanned Checks meet the standards for image quality required by Regulation CC, or other standards established by Bank or Applicable Law.

3.7 Not process any third-party Checks.

3.8 Not attempt to scan and transmit to Bank any previously truncated and reconverted Substitute Check. Any such Checks must be physically deposited with Bank. Notwithstanding the foregoing, Bank may redeposit any returned Substitute Check or Image Exchange Item consistent with the Terms and Conditions of Your Account.

3.9 Ensure that Checks are properly endorsed or otherwise processed to permit only United States Financial Institutions to acquire rights of a holder in due course in the collection process of Items.

3.10 Handle, process, maintain and destroy Checks as required.

3.11 Ensure that no financial institution (depository, collecting or payor), drawee, drawer or endorser receives presentment or return of, or otherwise is charged for an Item more than once in any form.

3.12 Provide and maintain, at its own expense, an Internet connection, such as a digital subscriber line ("DSL") or other connectivity having equivalent or greater bandwidth, and all other computer hardware and software, including but not limited to a compatible Web browser, and other equipment and supplies required to use the RDC Services, all of which must satisfy any minimum requirements set forth in the Master Agreement or as otherwise may be acceptable to Bank.

3.13 Be responsible for verifying Bank's receipt of the Imaged Items transmitted by Company by reviewing the Account activity.

3.14 Cooperate with Bank in any investigation to resolve any unsuccessful or lost transmissions.

3.15 Retain each Original Check in accordance with the Master Agreement, and any Related Agreement requirements as applicable.

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3.16 If not directed otherwise by Bank, store Original Checks in a safe and secure environment for a period of 60 days after such Item has been digitized and processed,

3.17 Take appropriate security measures to ensure that: (a) only authorized personnel shall have access to Original Checks, and (b) the information contained on such Original Checks or on any corresponding Imaged Items is not disclosed to third parties.

3.18 Promptly (but in any event within 5 Business Days) provide any retained Original Check (or, if the Original Check is no longer in existence, a sufficient copy of the front and back of the Original Check) to Bank upon request to aid in the clearing and collection process, to resolve claims by third parties with respect to any Item, or as Bank otherwise deems necessary.

3.19 Use a commercially reasonable method that is consistent with any requirements of Regulation CC and approved by Bank to destroy Original Checks after Company's retention period has expired, which shall be a minimum of 60 days.

3.20 Ensure Equipment for RDC Services is clean and operating properly, and inspect and verify the quality of images and ensure that the digitized images of Items are legible for all posting and clearing purposes. Bank reserves the right to reject any Items or Output Files containing Imaged Items that do not meet image quality and legibility standards.

3.21 Notify Bank if Company's business is classified as a "money services business" as defined in the Federal Bank Secrecy Act and 31 C.F.R. Chapter X. If Company's business is a money service business, Company represents, warrants, and agrees that it has registered as a "money services business" with the Financial Crimes Enforcement Network of the United States Department of the Treasury, and that it operates in compliance with the Federal Bank Secrecy Act and 31 C.F.R. Chapter X and any state requirements.

4. Third Party RDC Provider Services. In addition to its use of the RDC Services for its own Accounts, Company shall be permitted to use the RDC Services to (a) deposit third party Checks to Company's Account, or (b) to endorse Checks payable to a payee other than Company on behalf of such payee ("Third Party RDC Provider Services"), subject to the following additional conditions:

4.1 Company shall have provided Bank with written notification of their intent to deposit third party Checks to Company's Account, or to endorse Checks payable to a payee other than Company on behalf of such payee no less than fifteen (15) banking days prior to using the Third Party RDC Provider Services for this purpose;

4.2 Company has provided to Bank the names of its customers for whom it will be endorsing and depositing checks by use of the Third Party RDC Provider Services (each, a "Client");

4.3 Company will ensure that all necessary prior endorsements to the Checks deposited for its Clients have been obtained; and

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4.4 Company will promptly notify Bank of any additions or deletions of Clients for whom it is using the Third Party RDC Provider Services.

4.5 Company represents, warrants and covenants to Bank that it has obtained the necessary authority from its Clients to do all things necessary to utilize the Third Party RDC Provider Services as agent for such Clients, including the authority to endorse Checks payable to such Clients in their names in an agency capacity, and to perform other usual and customary lockbox services. Within 30 days of the end of each calendar year, Company shall provide to Bank a copy of each of the executed Client agreements then in effect.

5. Software and Equipment. At any time during the term of the Master Agreement, Bank may require in its sole discretion the use of specified Software in connection with the RDC Services. If specified Software is required, Bank will provide to Company a copy of the Software or instructions on how to obtain the necessary Software, and Company will be required to use such Software to access the RDC Services. Further, Company's use of the Software is subject to the following terms and conditions:

5.1 Company acknowledges that (i) its license to use any Software that may be required for the Services is directly with the Software provider, pursuant to the license agreement that appears when any such Software is electronically accessed by Company or otherwise provided to Company, and (ii) Bank will provide support to Company with respect to the Software to the best of its ability.

5.2 Company will use the Software solely for the purpose of transmitting Output Files to Bank consistent with the Master Agreement and not for communication with any other party. Company will not allow access to the Software or the use of the RDC Services by any person other than Company and will only process Items arising from a transaction or obligation between Company and its direct payor, including its Client.

5.3 Upon termination of the Master Agreement and the RDC Services, Company will promptly return to Bank all Equipment provided to Company by Bank for use with the RDC Services, as well as returning or deleting all copies of the Software provided to Company by Bank.

5.4 Company will not reproduce the Software or other functionality or content included or used for the RDC Services or on which the RDC Services are based. Additionally, Company will not decompile, reverse engineer or disassemble the Software or otherwise attempt to derive computer source code from the Software.

5.5 Bank may, from time to time, change the Software required for utilizing RDC Services, as well as provide updates for the Software and provided that such change does not result in any additional license or maintenance fees payable by Company unless such Software must be changed due to discontinuation of maintenance or support for the Software or the Software is no longer compatible with Equipment. Company will install and implement any changes to the Software within 5 days following notice of such change.



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5.6 If Company makes use of the RDC Services by means of Software and Equipment selected by Company and approved by Bank, Company agrees to keep the Software current by installing all updates as they are released, and by keeping the Equipment in good working order. Any loss or damages resulting from a failure of the RDC Services caused by faulty Equipment or Software selected by Company shall be the sole liability of Company. Any Equipment or Software used by Company in connection with the RDC Services shall be maintained by Company as directed by Bank, except as the parties may otherwise agree in writing and must meet technical specifications acceptable to Bank.

6. Bank Rights and Responsibilities.

6.1 Company will present to Bank Imaged Items for processing and deposit: (i) by digitized images of Checks converted to Substitute Checks and presented for payment to established Endpoints; (ii) Image Exchange Items presented for payment through image exchange networks; or (iii) by the transmittal of Imaged Output Files. Bank may in its sole discretion determine the manner of processing at any time. Such processing and presentment shall be done in accordance with timeframes and deadlines set forth in the Master Agreement and as otherwise established by Bank from time to time. Unless otherwise agreed by Company and Bank, Bank will process any returned Items in accordance with Applicable Law and the Terms and Conditions of Your Account. Subject to the provisions of the Master Agreement, availability of credit from Items processed pursuant to RDC Services will be subject to the funds availability schedule of Bank as set forth in "Your Ability to Withdraw Funds" ("Funds Availability Schedule"), which may be amended without notice. Bank may at its sole option, at any time and from time to time, refuse to accept for deposit and process any Imaged Items. Bank may from time to time establish exposure limitations for Company. Bank will not be obligated to process deposits in excess of such exposure limitations. In addition to any other rights Bank may have as regards the Accounts of Company, Bank may hold and use funds in any Account (including after Company's termination of their use of the RDC Services) for such time as Bank reasonably determines that any Item processed by Bank prior to termination may be returned, charged back or otherwise is a cause for any loss, liability, cost, exposure or other action for which Bank may be responsible, or to collect any unpaid fees. Company recognizes that under the Rules, the UCC, Regulation CC and the rules of any image exchange network, Bank's representations and warranties as regards Image Exchange Items and Substitute Checks may expose Bank to claims for several years following processing of the Image Exchange Item or Substitute Check.

6.2 Upon five (5) days advance notice, Bank may at its sole discretion and expense conduct an on-site inspection of Company's place of business to ensure compliance with the provisions of the Master Agreement.

6.3 Bank may add, delete or change the features or functions of RDC Services, at any time in Bank's sole discretion. If Bank deems it reasonably practicable to do so and if the change adversely affects Company's usage of RDC Services, Bank will notify Company of the change in advance. Otherwise, Bank will notify Company of the change as soon as reasonably practicable after implementation, which notice may be given electronically.

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7. Processing Times. The RDC Services are available for use during the times set forth in the Master Agreement or such other hours as established by Bank from time to time. Transmissions processed after these stated hours on a Business Day, or on any day that is not a Business Day, are treated as occurring on the next Business Day. Imaged Items processed for deposit through the RDC Services will be deemed to have been received by Bank for deposit at the time the Imaged Items or an Output File containing the Imaged Items are actually received and accepted at Bank in acceptable file format. Bank will use commercially reasonable efforts to present Items for payment to the applicable Endpoint within a reasonable period of time following such receipt. If an Imaged Item is not accepted for deposit, Company may then submit the Item to Bank for processing or contact the maker to reissue the Item. If Company submits the Item for processing, Bank reserves the right to refuse to process the Item for deposit and presentment to the Payor Financial Institution and may instead require Company to have the maker reissue the Item. It is Company's responsibility to understand and build into its transmission schedules the appropriate deadlines necessary to meet Bank's Funds Availability Schedule as established by Bank. Company is further responsible for understanding and building into its transmission schedule the changes in transmission windows required by time changes associated with Daylight Savings Time.

8. Security Procedures. Company will be solely responsible for establishing, maintaining and following the Security Procedures and for taking all other precautions as necessary to ensure that Output Files are securely transmitted directly to Bank. Company agrees to implement such Security Procedures as Bank may offer to verify the authenticity of any Output Files transmitted to Bank in the name of Company. Regardless of the Security Procedures implemented by Company for that purpose, Company agrees that Bank may rely on and Company will be obligated with respect to Output Files received in the name of Company, whether or not the Output Files were actually authorized by Company. Also, if an Output File was authorized by Company, Company will be obligated by the Output File even if Bank did not verify its authenticity using the Security Procedures and even if the Security Procedures would have prevented error.

9. Company Representations and Warranties. In addition to any other representation and warranty made in the Master Agreement, Company makes the following representations and warranties with respect to each Item processed by Company pursuant to this section:

9.1 The Imaged Item is a digitized image of the front and back of the Check and accurately represents all of the information on the front and back of the Check as of the time Company converted the Check to an Imaged Item.

9.2 The Imaged Item contains all endorsements applied by parties that previously handled the Check in any form for forward collection or return.

9.3 All encoding, transfer, presentment and other warranties as Bank is deemed to make under applicable law, including those under the UCC, Regulation CC and the rules of any image exchange network.



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9.4 There will be no duplicate presentment of a Check in any form, including as a digitized image, as a paper negotiable instrument or otherwise and Company assumes responsibility for any such duplicate presentment of any Check.

10. Limitation of Liability. In addition to the limitations on Bank's liability set forth in the Master Agreement, Bank will not be liable to Company for any damages, costs or other consequences caused by or related to any of the following: (i) Bank's actions that are based on information or instructions that Company has provided to Bank; (ii) any unauthorized actions initiated or caused by Company or its employees or agents; (iii) the failure of third persons or vendors to perform satisfactorily, other than persons to whom Bank has delegated the performance of specific obligations as provided in this section of the Master Agreement (section I); (iv) any refusal of a Payor Financial Institution to pay an Image Exchange Item or Substitute Check for any reason (other than the breach of contract, gross negligence or willful misconduct of Bank), including that the Image Exchange Item or Substitute Check was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature, or had a fraudulent or missing endorsement; (v) Company's or any other party's lack of access to the Internet or inability to transmit or receive data; (vi) failures or errors on the part of Internet service providers, telecommunications providers or any other party's own internal systems, or (vii) if Company does not follow or comply with the representations or warranties set forth above. Bank's liability for errors or omissions with respect to the data transmitted or printed by Bank in connection with the RDC Services will be limited to correcting the errors or omissions. Correction will be limited to reprocessing, reprinting, and/or representing the Image Exchange Items or Substitute Checks to the Payor Financial Institution.

J. SWEEP SERVICES.

1. Definitions.

1.1 "Advance Amounts" means an amount equal to the lesser of (a) the difference between the Target Balance and the Final Available Balance, and (b) the amount, if any, available to be borrowed under the Line of Credit.

1.2 "Collected Funds" means the total dollar amount of Items deposited into Company's Accounts for which Bank has received final payment based on the collection schedule used by Bank for this type of account.

1.3 "Final Available Balance" means the total Collected Funds in the Accounts at the end of each Business Day, determined by taking the ledger balance and posting all applicable debits and credits.

1.4 "Interest First Sweep Account" means the interest-bearing Account maintained by Company with Bank and used to hold the funds swept in connection with the Ultimate Sweep Services.

1.5 "Line of Credit" means any loan arrangement which is designated as a line of credit which Bank has agreed will be subject to the Sweep Services.

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1.6 "Loan Documents" means any loan agreement, promissory note, guaranty, or other agreement, instrument or document which evidences, secures, or guarantees the Line of Credit.

1.7 "Sweep Services" means the account sweep services described in this section of the Master Agreement, and any Related Agreement, as applicable.

1.8 "Target Balance" means the amount of Collected Funds which Company has designated as the balance of funds to be maintained in the Designated Accounts, or as otherwise mutually agreed to by Bank and Company from time to time.

1.9 "Ultimate Sweep Services" means the sweep services described in this section of the Master Agreement.

1.10 "ZBA" means the Account identified as Company's zero balance account and used by Company as a concentration or disbursement account.

FDIC DISCLOSURE

FUNDS MAINTAINED IN THE DEPOSIT ACCOUNT PRIOR TO SWEEP TO THE LINE OF CREDIT ACCOUNT ARE DEPOSITS INSURED BY THE FDIC UP TO THE MAXIMUM PERMITTED BY LAW. IN THE EVENT OF BANK FAILURE, THE FDIC WOULD TREAT THE SWEEP TRANSACTION FOR THAT DAY AS HAVING BEEN COMPLETED, REDUCE YOUR DEPOSIT ACCOUNT BALANCE BY THE AMOUNT OF SWEEP FUNDS, AND CREDIT THE SWEEP FUNDS TO YOUR LINE OF CREDIT ACCOUNT.

2. Sweep Services – Line of Credit/ZBA/Ultimate Sweep.

2.1 Services. Company maintains with Bank one or more Designated Accounts. This section of the Master Agreement establishes procedures by which Bank will on each Business Day determine the amount of the Final Available Balance for the Designated Accounts, if any, and either debit or credit the Designated Accounts, or debit or credit the Line of Credit, in order to maintain the Target Balance in the Designated Accounts.

2.2 Line of Credit. Bank has agreed to make available to Company a Line of Credit as evidenced by the Loan Documents. Under the Loan Documents, Company may borrow, repay and re-borrow funds, subject to the terms and conditions of the Loan Documents.

2.3 Transfer Directions.

2.3.1. Bank will review the Collected Funds balance for the Designated Accounts at the end of each Business Day, after the posting of all applicable charges and credits, in order to determine the Final Available Balance then held in the Designated Accounts.

2.3.2. If the Final Available Balance in Designated Accounts is less than the Designated Account's Target Balance, Bank will advance under the Line of Credit the Advance Amount, plus the amount of any fees and charges due and payable and will credit the Advance Amount to the Designated Accounts. All advances under the Line of Credit will be subject to repayment pursuant to the Loan Documents.

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2.3.3. If the Final Available Balance in the Designated Accounts is greater than the Designated Account's Target Balance, Bank will transfer funds from the Designated Accounts to apply as payments to the Line of Credit in accordance with the terms of the Loan Documents. Such transfers will be in an amount equal to the difference between the Final Available Balance and the Target Balance.

2.4 Unless otherwise set forth below, Company agrees to pay interest on the outstanding Advance Amount at the rate and at the times provided for in the Loan Documents. Interest due, as well as all fees and expenses due to Bank under the Loan Documents or for the Sweep Services, will be charged to the Designated Accounts. If there are insufficient funds in the Designated Accounts to pay interest and/or the fees and expenses due, Bank shall, on behalf of Company, make an advance under the Line of Credit to the extent Company has availability thereunder and deposit such Advance Amount to the Designated Accounts. Otherwise, any unpaid interest and fees and expenses will be immediately due and payable by Company.

2.5 Bank will not be obligated to make any advance under the Line of Credit if any default or event of default under the Loan Documents exists, or if there has been a default under the Master Agreement, or any applicable Related Agreement, or if Bank is excused or prohibited under the Loan Documents or applicable law from making an advance to Company. In addition, Bank will not be required to initiate any advance, and the Sweep Services will immediately and automatically terminate without notice if: (i) the Line of Credit has expired or been terminated; (ii) Company has cancelled the Line of Credit; or (iii) Bank has demanded payment in full under the Line of Credit.

2.6 If Bank has also agreed to provide any other commercial account sweep services to Company, (i) the terms and conditions of this section of the Master Agreement shall prevail over the terms and conditions of such other service, (ii) Bank may initiate a transfer from the Designated Accounts to apply as a payment to the Line of Credit in lieu of or prior to initiating the transfer of the Final Available Balance under such other service, and (iii) Bank shall not be in default as to such other service solely by reason of not initiating the transfer of the Final Available Balance under such other service.

2.7 ZBA Services. If Company has specified an Account as a ZBA, the Designated Accounts shall be treated as a ZBA for purposes of the Services and this section of the Master Agreement, and the Target Balance for the ZBA shall be \$0.00. Bank will review the Final Available Balance at the end of each Business Day to determine the amount then held in the ZBA. Bank will then transfer the Final Available Balance as directed by Company to one or more Accounts.

2.8 Ultimate Sweep Services. If Company has enrolled in the Ultimate Sweep Services, any Collected Funds remaining in the Designated Accounts in excess of the Target Balance, after the transfer of funds from the Designated Accounts above to repay the Line of Credit, will be transferred to the Interest First Sweep Account, as follows:

2.8.1. If Company has selected the Ultimate Sweep Services option, Company hereby authorizes and directs Bank to invest Collected Funds in the Designated Accounts in

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excess of the Target Balance each Business Day by either: (a) sweeping the Final Available Balance that is in excess of the Target Balance into the Interest First Sweep Account, or (b) to the extent necessary to increase the balance in the Designated Accounts to the Target Balance, by transferring Collected Funds from the Interest First Sweep Account to the Designated Accounts.

2.8.2. Company authorizes Bank to withdraw, transfer and deposit funds in any manner it deems necessary to accomplish the foregoing transactions. Company may change the Target Balance by providing Bank with two Business Days' prior written notice.

2.8.3. Company agrees that Company's funds in the Interest First Sweep Account may be withdrawn or charged at any time in any amount: (i) as required or authorized under Bank's Terms and Conditions of Your Account; (ii) to satisfy any law, rule or regulation applicable to Company or Company's funds or Accounts; (iii) to satisfy any overdraft or other amount owed Bank under this section of the Master Agreement or otherwise; or (iv) as otherwise authorized by law, rule or regulation applicable to Bank.

3. Sweep Services – Investment Accounts.

3.1 Services. Company maintains Accounts with Bank and authorizes Bank to transfer funds on an automated basis to and from Designated Accounts and the Investment Account. Company authorizes Bank to invest any Collected Funds in excess of the Target Balance as directed by Company in accordance with this section of the Master Agreement. Specifically, Bank will at the end of each Business Day (or such other frequency as specified by Company) determine the amount of the Final Available Balance in the Designated Accounts, if any, and transfer funds from the Designated Accounts to the Investment Account, or to the Designated Accounts from the Investment Account, as necessary to achieve the Target Balance in the Designated Accounts.

3.2 Amounts invested in Funds, plus investment income, will be liquidated and credited to the Designated Accounts as needed so that the average Collected Balance of the Designated Accounts equals the Target Balance. Amounts invested in other investment options, plus interest income, will be credited to the Investment Account upon maturity or on the interest payment date, as applicable. If Company's investment option is not available on any particular Business Day, then all excess funds will remain in the Designated Accounts until the next Business Day that the investment option is available.

3.3 Where necessary to providing the investment option selected by Company, Bank is authorized to execute as agent for Company all certificates of ownership and other instruments required by law or by contract as required for performing the Sweep Services. Company authorizes Bank to supply information or to sign, as Company's agent, documents required by any tax laws or other laws or regulations. In addition to the limitations on liability set forth in the Master Agreement, Bank shall not be accountable for errors in judgment but only for its gross negligence or willful misconduct. Bank shall not be required to comply with any direction of Company which in Bank's judgment, may subject it to liability or to defend or prosecute any suit or action unless indemnified in a manner and amount satisfactory to it.

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3.4 Bank has forwarded to Company all required investment disclosures for the investment option selected by Company (including the prospectus for the Funds) and Company agrees to the Investments. Company represents to Bank that it has all necessary authority to invest in the Investment selected. All Investments are made at Company's own risk and are without recourse to Bank. All Purchased Securities purchased by Company pursuant to this section of the Master Agreement will be held either in book entry form or in certificate form by Bank in its own name or the name of its nominee in its account at the Federal Reserve Bank of which it is a member or at such other depository customarily used by Bank for the purpose of holding and safekeeping securities. Title to all Purchased Securities purchased by Company pursuant to this section of the Master Agreement shall remain with Bank in its custodial capacity, and shall not be negotiable, transferable or assignable unless Bank defaults on its obligation to repurchase the Purchased Securities on the Repurchase Date.

3.5 Company may, by written instructions or instrument executed by Company and delivered to Bank, terminate this Sweep Service and withdraw from the Investment Account the principal and accumulated income upon paying all outstanding fees, charges, and other sums due to Bank, and indemnifying Bank to its satisfaction against liabilities incurred in the administration of the Investment Account.

3.6 Bank will act as agent to invest on the order and for the benefit of Company. Bank does not undertake any fiduciary obligation to Company with respect to the Sweep Services, which are provided solely as bona fide treasury management services.

3.7 Company shall be responsible for any expenses, taxes, or other charges or liabilities incurred by Bank in connection with the Sweep Services or the Investment Account, and Company authorizes Bank to charge the Designated Accounts accordingly.

3.8 Bank is not required to allow any transfer of funds that are not collected and otherwise available for transfer. Bank is not required to allow transfers that would create an overdraft (including intra-day overdrafts) in any account.

3.9 Bank will pay interest on the Investment Account at the rate per annum quoted from time to time for the Investment selected by Company.

3.10 Company may change its Target Balance at any time upon two days advance written notice to Bank.

3.11 Investment Options. Each, an "Investment":

3.11.1. Repurchase Agreement Sweep Account Option. The implementing procedures and mechanics for investing Company's funds by means of the Repurchase Agreement Sweep Account option shall be as set forth in the Master Repurchase Agreement, and shall be subject to the terms of the Master Repurchase Agreement and the Master Agreement, as limited from time to time by Applicable Law.

3.11.2. Money Market Mutual Fund Option.

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3.11.2.1. Goldman Sachs Funds. Bank has provided Company with the prospectus for the Funds of the Goldman Sachs Trust (the "Funds") and the accompanying investment requirements for both purchases and redemptions. Company authorizes Bank to invest Collected Funds in Designated Accounts in excess of the Target Balance each Business Day and invest them by either: (a) at the end of each Business Day (i) sweeping all collected and available funds in excess of the Target Balance into a general ledger account of Bank and at the beginning of the following Business Day invest such collected and available funds directly in shares of the Funds ("Funds Shares") or, (ii) purchasing Funds Shares at the end of each Business Day; or (b) to the extent necessary to increase the balance in Designated Accounts to the Target Balance, by transferring funds from Funds to Designated Accounts. When purchased, Company's ownership interest in Funds Shares will be allocated directly to the Investment Account and maintained as part of Bank's books and records.

3.11.2.2. Shares in the Funds. Company authorizes Bank to hold Company's Funds Shares as shareholder of record and nominee for the sole benefit of Company and to maintain appropriate records of shares purchased, earnings on shares held and shares redeemed. Dividends on Funds shares will be reinvested in additional shares. An accurate monthly statement for the Investment Account showing all income and principal cash received or disbursed during the period covered shall be furnished. Company may request in writing further details of any transactions in Funds shares for the Investment Account, and Bank may charge a reasonable fee for such additional detail.

3.11.2.3 Investment Account Activity. Bank will in a commercially reasonable manner, as understood in the investment community, invest all cash balances in excess of the Target Balance in Funds shares until Company notifies, in writing, Bank of changes. Shares held are to be redeemed as promptly as practicable and the cash received for such redemptions shall be credited to Designated Accounts as needed to achieve the Target Balance. Company agrees not to draw funds from Designated Accounts that would create an overdraft for the purpose of purchasing, trading in, or carrying margin stock or investment securities or for the purpose of repaying debt incurred for such purposes. Company grants to Bank a security interest in Funds upon the occurrence of and to the extent necessary to cover the amount of any overdraft incurred in Designated Accounts for such period of time as such overdrafts remains outstanding.

3.11.2.4 Termination of Investment Option. If Bank or Company terminates this option in accordance with the provisions of the Master Agreement, Bank will cause all Funds Shares to be promptly redeemed for cash and the proceeds deposited into Company Designated Accounts.

3.11.3. MMDA Sweep Account Option. The following terms apply if Company has selected the MMDA Sweep Account Option:

3.11.3.1 Money Market Deposit Account. Company maintains a money market deposit account with Bank (the "MMDA"). Bank will pay interest on the MMDA at such rates as are published by Bank or posted in its branches from time to time. The MMDA is a Bank



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deposit account insured by the FDIC, and is governed by and subject to the Terms and Conditions of Your Account.

3.11.3.2 Balance Range. Company, in consultation with Bank, has established a deposit balance range for its Designated Accounts (the "Balance Range"), consisting of a targeted floor balance (the "Floor") and a targeted ceiling balance (the "Ceiling"). Company hereby authorizes and directs Bank to invest Collected Funds in the Designated Accounts in excess of the Ceiling for the benefit of Company by periodically, either: (a) transferring all collected and available funds in excess of the Ceiling into the MMDA, or (b) to the extent necessary to increase the balance in the Designated Accounts to the Floor, transferring funds (but in no event more frequently than six (6) times per month), from the MMDA to the Designated Accounts. When the number of transfers from the MMDA to the Designated Accounts in any one-month period has reached six (6), the sixth transfer will be in the amount of the entire balance in the MMDA, in compliance with federal banking regulations. In such event, no further transfers will be made for that month, and any deposits in excess of the Ceiling will remain in the Designated Accounts until the following month. On the first Business Day of the following month, the funds in excess of the Ceiling will be transferred to the MMDA. The Balance Range may be changed at the request of Company upon two days advance written notice to Company, or upon Bank recommendation after consultation with Company.

3.11.4. Interest First Cash Sweep Account Option. The following terms apply if Company has selected the Interest First Cash Sweep Account option:

3.11.4.1 Interest First Sweep Account. Company maintains an Interest First Cash Sweep Account with Bank. Bank will pay interest on the Interest First Cash Sweep Account at such rates as are published by Bank or posted in its branches from time to time. The Interest First Cash Sweep Account is a Bank deposit account insured by the FDIC, and is governed by and subject to the Terms and Conditions of Your Account.

3.11.4.2 Balance Range. Company, in consultation with Bank, has established a deposit balance range for its Designated Accounts (the "Balance Range"), consisting of a targeted floor balance (the "Floor") and a targeted ceiling balance (the "Ceiling"). Company hereby authorizes and directs Bank to invest Collected Funds in the Designated Accounts in excess of the Ceiling for the benefit of Company by periodically, either: (a) transferring all collected and available funds in excess of the Ceiling into the Interest First Cash Sweep Account, or (b) to the extent necessary to increase the balance in the Designated Accounts to the Floor, transferring funds (but in no event more frequently than six (6) times per month), from the Interest First Cash Sweep Account to the Designated Accounts. When the number of transfers from the Interest First Sweep Account to the Designated Accounts in any one-month period has reached six (6), the sixth transfer will be in the amount of the entire balance in the Interest First Cash Sweep Account, in compliance with federal banking regulations. In such event, no further transfers will be made for that month, and any deposits in excess of the Ceiling will remain in the Designated Accounts until the following month. On the first Business Day of the following month, the funds in excess of the Ceiling will be transferred to the Interest First Cash Sweep Account. The Balance Range may be changed at the request of Company upon

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two days advance written notice to Company, or upon Bank recommendation after consultation with Company.

4. Repurchase Agreement Services.

4.1 Definitions.

4.1.1. "Act of Insolvency" means with respect to any party, (i) the commencement by such party as debtor of any case or proceeding under any bankruptcy, insolvency, reorganization, liquidation, moratorium, dissolution, delinquency or similar law, or such party seeking the appointment or election of a receiver, conservator, trustee, custodian or similar official for such party or any substantial part of its property, or the convening of any meeting of creditors for purposes of commencing any such case or proceeding or seeking such an appointment or election, (ii) the commencement of any such case or proceeding against such party, or another seeking such an appointment or election, or the filing against a party of an application for a protective decree under the Securities Investor Protection Act of 1970, which (A) is consented to or not timely contested by such party, (B) results in the entry of an order for relief, such an appointment or election, the issuance of such a protective decree or the entry of an order having a similar effect, or (C) is not dismissed within 15 days, (iii) the making by such party of a general assignment for the benefit of creditors, or (iv) the admission in writing by such party of such party's inability to pay such party's debts as they become due.

4.1.2. "Additional Purchased Securities" means Securities purchased in response to a Margin Deficit.

4.1.3. "Buyer's Margin Amount" means with respect to any Transaction as of any date, the amount obtained by application of the Buyer's Margin Percentage to the Repurchase Price for such Transaction as of such date.

4.1.4. "Buyer's Margin Percentage" means with respect to any Transaction as of any date, a percentage (which may be equal to the Seller's margin Percentage) agreed to by Buyer and Seller or, in the absence of any such agreement, the percentage obtained by dividing the Market Value of the Purchased Securities on the Purchase Date by the Purchase Price on the Purchase Date for such Transaction.

4.1.5. "Income" means, with respect to any Security at any time, any principal thereof and all interest, dividends or other distributions thereon.

4.1.6. "Margin Deficit" means the amount that is the difference between the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Buyer and the aggregate Buyer's Margin Amount for all such Transactions.

4.1.7. "Margin Excess" means the amount that the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Seller exceeds the aggregate Seller's Margin Amount for all such Transactions at such time.

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4.1.8. "Margin Notice Deadline" means the time agreed to by the parties in the relevant Transaction Verification or, in the absence of any such agreement, the deadline for such purposes established in accordance with market practice.

4.1.9. "Market Value" means with respect to any Securities as of any date, the price for such Securities on such date from a generally recognized source agreed to by the parties or the most recent closing bid quotation from such a source, plus accrued Income to the extent not included therein (other than any Income Payments credited or transferred to, or applied to the obligations of, Seller) as of such date (unless contrary to market practice for such Securities).

4.1.10. "Price Differential" means with respect to any Transaction as of any date, the aggregate amount obtained by daily application of the Pricing Rate for such Transaction to the Purchase Price for such Transaction on a 365-day-per-year basis for the actual number of days during the period commencing on (and including) the Purchase Date for such Transaction and ending on (but excluding) the date of determination (reduced by any amount of such Price Differential previously paid by Seller to Buyer with respect to such Transaction).

4.1.11. "Pricing Rate" means the per annum percentage rate for determination of the Price Differential.

4.1.12. "Prime Rate" means the prime rate of U.S. commercial banks as published in The Wall Street Journal or, if more than one such rate is published, the average of such rates.

4.1.13. "Purchase Date" means the date on which Purchased Securities are to be transferred by Seller to Buyer.

4.1.14. "Purchase Price" means on the Purchase Date, the price at which Purchased Securities are transferred by Seller to Buyer, and thereafter, except where Buyer and Seller agree otherwise, and such price shall be (i) increased by the amount of any cash transferred by Buyer to Seller in response to a Margin Excess, (ii) decreased by the amount of any cash transferred by Seller to Buyer in response to a Margin Deficit, (iii) and decreased by the amount of Seller has received in Income Payments paid in cash.

4.1.15. "Purchased Securities" means the Securities transferred by Seller to Buyer in a Transaction hereunder. The term "Purchased Securities" with respect to any Transaction at any time also shall include Additional Purchased Securities and shall exclude Securities returned in response to a Margin Excess.

4.1.16. "Repurchase Date" means the date on which Seller is to repurchase the Purchased Securities from Buyer, including any date determined by application of the provisions hereunder related to Termination of Transactions or Events of Default.

4.1.17. "Repurchase Price" means the price at which Purchased Securities are to be transferred from Buyer to Seller upon termination of a transaction, which will be determined in each case (including Transactions terminable upon demand) as the sum of the Purchase Price and the Price Differential as of the date of such determination.

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4.1.18. "Seller's Margin Amount" means with respect to any Transaction as of any date, the amount obtained by application of the Seller's Margin Percentage to the Repurchase Price for such Transaction as of such date.

4.1.19. "Seller's Margin Percentage" means with respect to any Transaction as of any date, a percentage (which may be equal to the Buyer's Margin Percentage) agreed to by Buyer and Seller or, in the absence of any such agreement, the percentage obtained by dividing the Market Value of the Purchased Securities on the Purchase Date by the Purchase Price on the Purchase Date for such Transaction.

4.1.20. "Transaction Verification" means a validation of a Transaction, which includes the Purchased Securities (including CUSIP number, if any), identify Buyer and Seller and set forth (i) the Purchase Date, (ii) the Purchase Price, (iii) the Repurchase Date, unless the Transaction is to be terminable on demand, (iv) the Pricing Rate or Repurchase Price applicable to the Transaction, and (v) any additional terms or conditions of the Transaction not inconsistent with this section of the Master Agreement.

4.2 Services. From time to time the parties hereto may enter into transactions in which one party ("Seller") agrees to transfer to the other ("Buyer") securities or other assets ("Securities") against the transfer of funds by Buyer, with simultaneous agreement by Buyer to transfer to Seller such Securities at a date certain or on demand, against the transfer of funds by Seller. Each such transaction shall be referred to herein as a "Transaction" and, unless otherwise agreed in writing, shall be governed by this Section, including the Sweep Services – Investment Accounts.

4.3 Initiation; Transaction Verification; Termination.

4.3.1. Initiation. An agreement to enter into a Transaction may be made orally or in writing at the initiation of either Buyer or Seller. On the Purchase Date for the Transaction, the Purchased Securities shall be transferred to Buyer as agent for Seller against the transfer of the Purchase Price to an account of Seller.

4.3.2. Transaction Verification. Upon agreeing to enter into a Transaction hereunder, Buyer or Seller (or both), as shall be agreed, shall promptly deliver to the other party a Transaction Verification. The Transaction Verification, together with this section of the Master Agreement, shall constitute conclusive evidence of the terms agreed between Buyer and Seller with respect to the Transaction to which the Transaction Verification relates, unless with respect to the Transaction Verification specific objection is made promptly after receipt thereof. In the event of any conflict between the terms of such Transaction Verification and this Master Agreement, this Master Agreement shall prevail.

4.3.3. Termination of Transactions. In the case of Transactions terminable upon demand, such demand shall be made by Buyer or Seller, no later than such time as is customary in accordance with market practice, by telephone or otherwise on or prior to the business day on which such termination will be effective. On the date specified in such demand, or on the date fixed for termination in the case of Transactions having a fixed term, termination of the Transaction will be effected by transfer to Seller or its agent of the

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Purchased Securities and any Income in respect thereof received by Buyer (and not previously credited or transferred to, or applied to the obligations of, Seller as Income Payments) against the transfer of the Repurchase Price to an account of Buyer.

4.4 Margin Maintenance.

4.4.1. Margin Deficit. If at any time a Margin Deficit exists, buyer may, by notice to Seller, require Seller in such Transactions, at Seller's option, to transfer to buyer cash or Additional Purchased Securities reasonably acceptable to buyer, so that the cash and aggregate Market Value of the Purchased Securities, including any such Additional Purchased Securities, will thereupon equal or exceed such aggregate Buyer's Margin Amount (decreased by the Margin Deficit as of such date arising from any Transactions in which such Buyer is acting as Seller).

4.4.2. Margin Excess. If at any time a Margin Excess exists Seller may by notice to Buyer require Buyer in such Transactions, at Buyer's option, to transfer cash or Purchased Securities to Seller, so that the aggregate Market Value of Purchased Securities, after deduction of any such cash or any Purchased Securities so transferred, will thereupon not exceed such aggregate Seller's Margin Amount (increased by the Margin Excess as of such date arising from any Transactions in which such Seller is acting as Buyer).

4.4.3. If any notice is given by Buyer or Seller in response to a Margin Deficit or Margin Excess at or before the Margin Notice Deadline on any business day, the party receiving such notice shall transfer cash or Additional Purchased Securities as provided in such subparagraph no later than the close of business in the relevant market on such day. If any such notice is given after the Margin Notice Deadline, the party receiving such notice shall transfer such cash or Securities no later than the close of business in the relevant market on the next business day following such notice.

4.4.4. Any cash transferred pursuant to this Paragraph shall be attributed to such Transactions as shall be agreed upon by Buyer and Seller.

4.4.5. Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the respective rights of Buyer or Seller (or both) in response to a Margin Deficit or Margin Excess may be exercised only where a Margin Deficit or a Margin Excess, as the case may be, exceeds a specified dollar amount or a specified percentage of the Repurchase Prices for such Transactions (which amount or percentage shall be agreed to by Buyer and Seller prior to entering into any such Transactions).

4.4.6. Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the respective rights of Buyer and Seller in response to a Margin Deficit or a Margin Excess to require the elimination of a Margin Deficit or a Margin Excess, as the case may be, may be exercised whenever such a Margin Deficit or a Margin Excess exists with respect to any single Transaction hereunder (calculated without regard to any other Transaction outstanding under the Master Agreement).

4.5 Income Payments. Seller shall be entitled to receive an amount equal to all Income paid or distributed on or in respect of the Securities that is not otherwise received by

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Seller, to the full extent it would be so entitled if the Securities had not been sold to Buyer. Buyer shall, as the parties may agree with respect to any Transaction (or, in the absence of any such agreement, as Buyer shall reasonably determine in its discretion), on the date such Income is paid or distributed either (i) transfer to or credit to the account of Seller such Income with respect to any Purchased Securities subject to such Transaction or (ii) with respect to Income paid in cash, apply the Income payment or payments to reduce the amount, if any, to be transferred to Buyer by Seller upon termination of such Transaction. Buyer shall not be obligated to take any action pursuant to the preceding sentence (A) to the extent that such action would result in the creation of a Margin Deficit, unless prior thereto or simultaneously therewith Seller transfers to Buyer cash or Additional Purchased Securities sufficient to eliminate such Margin Deficit, or (B) if an Event of Default with respect to Seller has occurred and is then continuing at the time such Income is paid or distributed.

4.6 Security Interest. Although the parties intend that all Transactions hereunder be sales and purchases and not loans, in the event any such Transactions are deemed to be loans, Seller shall be deemed to have pledged to Buyer as security for the performance by Seller of its obligations under each such Transaction, and shall be deemed to have granted to Buyer a security interest in, all of the Purchased Securities with respect to all Transactions hereunder and all Income thereon and other proceeds thereof.

4.7 Payment and Transfer. Unless otherwise mutually agreed, all transfers of funds hereunder shall be in immediately available funds. All Securities transferred by one party hereto to the other party (i) shall be in suitable form for transfer or shall be accompanied by duly executed instruments of transfer or assignment in blank and such other documentation as the party receiving possession may reasonably request, (ii) shall be transferred on the book-entry system of a Federal Reserve Bank, or (iii) shall be transferred by any other method mutually acceptable to Seller and Buyer.

4.8 Segregation of Purchased Securities. To the extent required by Applicable Law, all Purchased Securities in the possession of Seller shall be segregated from other securities in its possession and shall be identified on the Transaction Verification. Segregation may be accomplished by appropriate identification on the books and records of the holder, including a financial or securities intermediary or a clearing corporation. All of Seller's interest in the Purchased Securities shall pass to Buyer on Purchase Date and, unless otherwise agreed by Buyer and Seller, nothing in the Master Agreement shall preclude Buyer from engaging in repurchase transactions with Purchased Securities or otherwise selling, transferring, pledging or hypothecating Purchased Securities, but no such transaction shall relieve Buyer of its obligations to transfer Purchased Securities to Seller in accordance with the Master Agreement or of Buyer's obligation for Income Payments.

Required Disclosure

Seller is not permitted to substitute other securities for those subject to the Master Agreement and therefore must keep Buyer's securities segregated at all times, unless in the Master Agreement Buyer grants Seller the right to substitute other Securities. If the Buyer grants the right to substitute, this means that the Buyer's securities will likely be commingled with the Seller's own securities

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during the trading day. The Buyer is advised that, during any trading day that the Buyer's securities are commingled with the Seller's securities, they may be subject to liens granted by the Seller to third parties and may be used by the Seller for deliveries on other securities transactions. Whenever the securities are commingled, the Seller's ability to re-segregate substitute securities for the Buyer will be subject to the Seller's ability to satisfy any lien or to obtain substitute securities.

4.9 No Substitution. Seller may not substitute other Securities for any Purchased Securities.

4.10 Representations. Each of Buyer and Seller represents and warrants to the other that (i) it is duly authorized to execute and deliver the Master Agreement, to enter into Transactions contemplated hereunder and to perform its obligations hereunder and has taken all necessary action to authorize such execution, delivery and performance, (ii) it will engage in such Transactions as principal (or, if agreed in writing, in the form of an annex hereto or otherwise, in advance of any Transaction by the other party hereto, as agent for a disclosed principal), (iii) the person signing this Master Agreement on its behalf is duly authorized to do so on its behalf (or on behalf of any such disclosed principal), (iv) it has obtained all authorizations of any governmental body required in connection with this Master Agreement and the Transactions hereunder and such authorizations are in full force and effect and (v) the execution, delivery and performance of this Master Agreement and the Transactions hereunder will not violate any law, ordinance, charter, by-law or rule applicable to it or any agreement by which it is bound or by which any of its assets are affected. On the Purchase Date for any Transaction, Buyer and Seller shall each be deemed to repeat all the foregoing representations made by it.

4.11 Events of Default. In the event that (i) Seller fails to transfer or Buyer fails to purchase Purchased Securities upon the applicable Purchase Date, (ii) Seller fails to repurchase or Buyer fails to transfer Purchased Securities upon the applicable Repurchase Date, (iii) Seller or Buyer fails to comply with of the Margin Maintenance provisions of the Master Agreement, (iv) Buyer fails, after one business days' notice, to comply with the Margin Maintenance Provisions of the Master Agreement hereof, (v) an Act of Insolvency occurs with respect to Seller or Buyer, (vi) any representation made by Seller or Buyer shall have been incorrect or untrue in any material respect when made or repeated or deemed to have been made or repeated, or (vii) Seller or Buyer shall admit to the other its inability to, or its intention not to, perform any of its obligations hereunder (each an "Event of Default"):

4.11.1. Declaration of Event of Default. The non-defaulting party may, at its option (which option shall be deemed to have been exercised immediately upon the occurrence of an Act of Insolvency), declare an Event of Default to have occurred hereunder and, upon the exercise or deemed exercise of such option, the Repurchase Date for each Transaction hereunder shall, if it has not already occurred, be deemed immediately to occur (except that, in the event that the Purchase Date for any Transaction has not yet occurred as of the date of such exercise or deemed exercise, such Transaction shall be deemed immediately canceled). The non-defaulting party shall (except upon the occurrence of an

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Act of Insolvency) give notice to the defaulting party of the exercise of such option as promptly as practicable.

4.11.2. In all Transactions in which the defaulting party is acting as Seller, if the non-defaulting party declares or is deemed to have declared an Event of Default, (i) the defaulting party's obligations in such Transactions to repurchase all Purchased Securities, at the Repurchase Price shall thereupon become immediately due and payable, (ii) all Income paid after such exercise or deemed exercise shall be retained by the non-defaulting party and applied to the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder, and (iii) the defaulting party shall immediately deliver to the non-defaulting party any Purchased Securities subject to such Transactions then in the defaulting party's possession or control.

4.11.3. In all Transactions in which the defaulting party is acting as Buyer, upon tender by the non-defaulting party of payment of the aggregate Repurchase Prices for all such Transactions, all right title and interest in and entitlement to all Purchased Securities subject to such Transactions shall be deemed transferred to the non-defaulting party, and the defaulting party shall deliver all such Purchased Securities to the non-defaulting party.

4.11.4. If the non-defaulting party declares or is deemed to have declared an Event of Default, the non-defaulting party, without prior notice to the defaulting party, may:

4.11.4.1 As to Transactions in which the defaulting party is acting as Seller, (A) immediately sell, or instruct the defaulting party as its agent to sell, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the non-defaulting party may reasonably deem satisfactory, any or all Purchased Securities subject to such Transactions and apply the proceeds thereof to the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder or (B) in its sole discretion elect, in lieu of selling all or a portion of such Purchased Securities, to give the defaulting party credit for such Purchased Securities in an amount equal to the price therefor on such date, obtained from a generally recognized source or the most recent closing bid quotation from such a source, against the aggregate unpaid Repurchase Prices and any other amount owing by the defaulting party hereunder; and

4.11.4.2 As to Transactions in which the defaulting party is acting as Buyer, (A) immediately purchase, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the non-defaulting party may reasonably deem satisfactory, securities ("Replacement Securities") of the same class and amount as any Purchased Securities that are not delivered by the defaulting party to the non-defaulting party as required hereunder or (B) in its sole discretion elect, in lieu of purchasing Replacement Securities, to be deemed to have purchased Replacement Securities at the price therefor on such date, obtained from a generally recognized source or the most recent closing offer quotation from such a source. The parties acknowledge and agree that (1) the Securities subject to any Transaction hereunder are instruments traded in a recognized market, (2) in the absence of a generally recognized source for prices or bid or offer quotations for any Security, the non-defaulting party may establish the source therefor in its sole discretion and (3) all prices, bids and offers shall be determined



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together with accrued Income (except to the extent contrary to market practice with respect to the relevant Securities).

4.11.4.3 As to Transactions in which the defaulting party is acting as Buyer, the defaulting party shall be liable to the non-defaulting party for any excess of the price paid (or deemed paid) by the non-defaulting party for Replacement Securities over the Repurchase Price for the Purchased Securities replaced thereby and for any amounts payable by the defaulting party as Income Payments hereof or otherwise hereunder.

4.11.4.4 The Repurchase Price for each Transaction hereunder in respect of which the defaulting party is acting as Buyer shall not increase above the amount of such Repurchase Price for such Transaction determined as of the date of the declaration or deemed declaration of an Event of Default by the non-defaulting party.

4.11.4.5 The defaulting party shall be liable to the non-defaulting party for (i) the amount of all reasonable legal or other expenses incurred by the non-defaulting party in connection with or as a result of an Event of Default, (ii) damages in an amount equal to the cost (including all fees, expenses and commissions) of entering into replacement transactions and entering into or terminating hedge transactions in connection with or as a result of an Event of Default, and (iii) any other loss, damage, cost or expense directly arising or resulting from the occurrence of an Event of Default in respect of a Transaction.

4.11.4.6 To the extent permitted by applicable law, the defaulting party shall be liable to the non-defaulting party for interest on any amounts owing by the defaulting party hereunder, from the date the defaulting party becomes liable for such amounts hereunder until such amounts are (i) paid in full by the defaulting party or (ii) satisfied in full by the exercise of the non-defaulting party's rights hereunder. Interest on any sum payable by the defaulting party to the non-defaulting party shall be at a rate equal to the greater of the Pricing Rate for the relevant Transaction or the Prime Rate.

4.11.4.7 The non-defaulting party shall have, in addition to its rights hereunder, any rights otherwise available to it under any other agreement or applicable law.

4.12 Single Agreement. Buyer and seller acknowledge that, and have entered hereinto and will enter into each Transaction hereunder in consideration of and in reliance upon the fact that, all Transactions hereunder constitute a single business and contractual relationship and have been made in consideration of each other. Accordingly, each of Buyer and Seller agrees, (i) to perform all of its obligations in respect of each Transaction hereunder, and that a default in the performance of any such obligations shall constitute a default by it in respect of all Transactions hereunder, (ii) that each of them shall be entitled to set off claims and apply property held by them in respect of any Transaction against obligations owing to them in respect of any other Transactions hereunder and (iii) that payments, deliveries and other transfers made by either of them in respect of any Transaction shall be deemed to have been made in consideration of payments, deliveries and other transfers in respect of any other Transactions hereunder, and the obligations to make any such payments, deliveries and other transfers may be applied against each other and netted.

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4.13 Governing Law. The provisions of this Repurchase Agreement Services section shall be governed by the laws of the State of New York without giving effect to the conflict of law principles thereof.

4.14 No Waivers. No express or implied waiver of any Event of Default by either party shall constitute a waiver of any other Event of Default. No exercise of any remedy by any party shall constitute a waiver of its right to exercise any other remedy hereunder.

4.15 Use of Employee Plan Assets

4.15.1. If assets of an employee benefit plan subject to any provision of the Employee Retirement Income Security Act of 1974 ("ERISA") are intended to be used by either party hereto (the "Plan Party") in a Transaction, the Plan Party shall so notify the other party prior to the Transaction. The Plan Party shall represent in writing to the other party that the Transaction does not constitute a prohibited transaction under ERISA or is otherwise exempt therefrom, and the other party may proceed in reliance thereon but shall not be required so to proceed ("Non-prohibited Transaction Representation").

4.15.2. Any such Transaction shall proceed if the Plan Party has provided the Non-prohibited Transaction Representation and if Seller furnishes or has furnished to Buyer its most recent available audited statement of its financial condition and its most recent subsequent unaudited statement of its financial condition.

4.15.3. By entering into a Transaction pursuant to this Paragraph, Seller shall be deemed (i) to represent to Buyer that since the date of Seller's latest such financial statements, there has been no material adverse change in Seller's financial condition which Seller has not disclosed to Buyer, and (ii) to agree to provide Buyer with future audited and unaudited statements of its financial condition as they are issued, so long as it is a Seller in any outstanding Transaction involving a Plan Party.

4.16 Intent.

4.16.1. Parties recognize that each Transaction is a "repurchase agreement" as that term is defined in Section 101 of Title 11 of the U.S.C., as amended (except insofar as the type of Securities subject to such Transaction or the term of such Transaction would render such definition inapplicable), and a "securities contract" as that term is defined in Section 741 of Title 11 of the U.S.C., as amended (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).

4.16.2. It is understood that either party's right to liquidate Securities delivered to it in connection with Transactions hereunder or to exercise any other remedies available upon an Event of Default is a contractual right to liquidate such Transaction as described in Sections 555 and 559 of Title 11 of the U.S.C., as amended.

4.16.3. Parties agree and acknowledge that Bank is an "insured depository institution," as such term is defined in the Federal Deposit Insurance Act, as amended ("FDIA"), then each Transaction hereunder is a "qualified financial contract", as that term is defined in



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FDIA and any rules, orders or policy statements thereunder (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).

4.16.4. It is understood that this Master Agreement constitutes a "netting contract" as defined in and subject to Title IV of the Federal Deposit Insurance Corporation Improvement Act of 1991 ("FDICIA") and each payment entitlement and payment obligation under any Transaction hereunder shall constitute a "covered contractual payment entitlement" or "covered contractual payment obligation", respectively, as defined in and subject to FDICIA (except insofar as one or both parties is not a "financial institution" as that term is defined in FDICIA).

4.17 Disclosure Relating to Certain Federal Protections. The parties acknowledge that they have been advised that:

4.17.1. Funds held by Bank pursuant to a Transaction hereunder are not a deposit and therefore are not insured by the Federal Deposit Insurance Corporation.

4.17.2. In the case of Transactions in which a party is a broker or dealer registered with the Securities and Exchange Commission ("SEC") under Section 15 of the Securities Exchange Act of 1934 ("1934 Act"), the Securities Investor Protection Corporation has taken the position that the provisions of the Securities Investor Protection Act of 1970 ("SIPA") do not protect the other party with respect to any Transaction hereunder.

4.17.3. In the case of Transactions in which a party is a government securities broker or a dealer registered with the SEC under Section 125C of the 1934 Act, SIPA will not provide protection to the other party with respect to any Transaction hereunder.

K. WIRE TRANSFERS SERVICES.

1. Definitions.

1.1 "Payment Order" means a funds transfer request made via Wire Transfer Services.

1.2 "Wire Transfer Services" means wire transfer services as more fully described herein.

2. Authority; Payment Orders. Company has requested that Bank execute Payment Orders on its behalf from time to time, and may communicate a Payment Order to Bank through an Authorized Person by the means and manner agreed to between the parties. Upon receipt of a Payment Order, Bank is authorized by Company to transfer funds from the designated Account to any other deposit account, whether such other deposit account is with Bank or another financial institution, in accordance with instructions received from an Authorized Person provided such Authorized Person has used the required Access Credentials. Bank shall execute Payment Orders in any order convenient to Bank and shall select such means and routes for the transfer of funds, as Bank, in its sole discretion, considers appropriate under the circumstances.

3. Security Procedures. In addition to the provisions concerning the Security Procedures in the Master Agreement and the Security Procedures Supplement, Company

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acknowledges that the full scope of the Security Procedures, which Bank offers and strongly recommends be used for wire transfers, is available only if Company communicates its Payment Orders directly to Bank by telephoning Bank's wire transfer desk at the telephone number provided by Bank to Company, or by use of the OLB-CM services. If Company attempts to communicate a Payment Order by any other method or otherwise not in accordance with the Security Procedures, Bank shall not be required to execute such Payment Order. However, if Bank executes a Payment Order received from Company by means other than in accordance with the Security Procedures, Company will be deemed to have refused the Security Procedures that Bank offers and strongly recommends, and Company will be deemed to have agreed to be bound by any wire transfer, whether or not authorized, which is issued in Company's name and accepted by Bank in good faith.

4. Verification and Notification. If Bank is unable to verify a Payment Order pursuant to the Security Procedures within a reasonable time, Bank reserves the right to reject said Payment Order. Bank will make a reasonable effort to notify Company by telephone of such inability to verify and/or rejection; provided, however, that Bank shall not be liable for any failure to provide such notice. Any other required notification hereunder by either party shall be given in accordance with the provisions of the Master Agreement.

5. Payment Order Verification. For all Payment Orders made through use of Bank's OLB-CM services, Bank will provide online verification at the time the Payment Order is issued by Company. For all other Payment Orders, verification will be reflected on Company's Account statement. Company agrees to examine verifications and account statements with reasonable promptness, and to promptly notify Bank of any discrepancy between Company's records and the information shown on a verification or any statement. Refer to the Terms and Conditions of Your Account for provisions related to examination of statements.

6. Processing Date. Bank will act upon all Payment Orders on the Business Day received, when received prior to the Cutoff Time. Bank will not guarantee that Payment Orders received after the Cutoff Time will be processed on a same-day basis, but, in any event, such Payment Orders will be processed no later than the following Business Day on which wire transfers are processed.

7. Amendment or Cancellation of Wire Transfers. Company shall have no right to amend or cancel a Payment Order after it has been received by Bank. However, Bank shall make a reasonable effort to act on Company's request for amendment or cancellation of a Payment Order prior to the time that Bank executes such Payment Orders, but shall have no liability if such amendment or cancellation is not effected.

8. International Wire Transfers. If Company requests a funds transfer in United States Dollars to a foreign country, Bank may transfer payment in the currency of the beneficiary's bank's country at Bank's , or Bank's paying correspondent's or agent's or sub-agent's, buying rate of exchange for United States Dollar transfers. If Company requests a funds transfer in a quoted amount of local currency, Bank will conduct the funds transfer according to current exchange rates. Company agrees to reimburse Bank

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for all charges and expenses incurred by Bank that arise from or in connection with such funds transfer. If for any reason the funds transfer is returned, Company agrees to accept the refund in United States Dollars in the amount of the foreign money credit, based on the current buying rate of Bank converting the currency to United States Dollars on the date of refund, less any charges and expenses incurred by Bank. When remittance is made by Bank by telex, telegraphic cable, wireless, foreign government telegraphic service, telephone or mail, Bank is acting as agent of Company in transmitting the same.

9. Beneficiary Information. If a Payment Order describes the intended beneficiary, the beneficiary's bank, or an intermediary bank, inconsistently by name and account number, Bank and subsequent parties to the funds transfer may act solely on the basis of such number, or other identifying number, if it identifies a person different from the named beneficiary. If Company is originator of a Payment Order containing an inconsistent name and account number, and beneficiary's bank, including Bank, without knowledge of the inconsistency, makes payment on the basis of the account number, then Company is obligated to pay the amount which is directed to the account number given.

10. Collected Funds. Bank may, but shall not be obligated to, act upon a Payment Order which exceeds the amount of Collected Funds in Company's account. If Bank elects to make any funds transfer that exceeds the amount of Collected Funds, Company shall be liable for shall be due and payable within one Business Day. In addition to any other rights Bank may have by law or pursuant to the Master Agreement, Bank shall have the right to set off any such amount against any amount due and owing by Bank to Company.

11. Distribution. Company shall be solely responsible for controlling Company's distribution and safekeeping of, and access to, the Security Procedures, Access Credentials, repetitive Payment Order codes, telephone numbers and any other confidential code Bank may assign. Pursuant to the Security Procedures, any Payment Order accompanied by an appropriate Access Credential will be deemed made by Administrator or an Administrator's Designee.

12. Electronic Recording. If a dispute arises between Company and Bank with respect to one or more terms of any Payment Order initiated, amended, or confirmed by telephonic communication, then any electronic recording of the telephonic communication maintained by Bank in the ordinary course of business shall be conclusive as to the terms of the Payment Order in dispute.

13. Designation of Funds Transfer System and/or Intermediary Bank. In the event Company does not specify a Payment Orders payment system, communication system or intermediary bank when initiating a particular funds transfer order, Bank will select a system in the following order: FedWire System, Clearing House Interbank Payments System, Society for World-Wide Interbank Financial Telecommunications, any intermediary bank identified by the foregoing systems as a correspondent bank of the beneficiary's bank, or any payment system or intermediary bank which Bank deems reasonable under the circumstances. Company agrees not to initiate or receive a wire transfer Payment Order in violation of Applicable Law.



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14. Governing Law. Transfers initiated through the Wire Transfer Services are governed by the Master Agreement, Subpart B of Regulation J of the Federal Reserve Board, OFAC regulations, and all other Applicable Law.

L. CASH VAULT SERVICES.

1. Definitions.

1.1 "Deposits" means Cash, Coin and Currency to be deposited in Company's Account.

1.2 "Cash Orders" means orders from Company to obtain Cash, Coin, or Currency.

1.3 "Cash Vault Services" means cash vault services for Company as more fully described below.

1.4 "Carrier" means the armored carrier that Company designates for the transportation of cash orders from Bank and cash deposits to Bank.

1.5 "Remote Safe(s)" means electronic safes and change control systems, including associated central processing units and communications devices provided by Carrier.

2. Company's Responsibilities. When using the Cash Vault Services, Company agrees to follow the instructions and abide by the provisions of the (i) Deposit Delivery Handbook, (ii) Commercial Cash Services Agreement and Instruction, (iii) Commercial Cash Services – Minimum Cash Deposit Bag Specifications, and (iv) Client Due Diligence Worksheet, as applicable, each as amended from time to time, each of which is fully incorporated and integrated into the Master Agreement by this reference. Furthermore, Company

2.1 Shall not deposit any foreign currency and it will be rejected for deposit by Bank;

2.2 Agrees that it shall not deposit any items, instructions, or objects other than Cash, Coin, and Currency as permitted in this Master Agreement, and agrees to assume any and all risk of loss associated with tendering items not specified herein;

2.3 Acknowledges that while Company can dispute Bank's count of debits and credits posted to Account Bank shall have the final determination as to the count and such determination shall be authoritative and indisputable;

2.4 Will direct Bank to accept, address, and release to Carrier, Cash Orders pursuant to the Client Due Diligence Worksheet, and authorizes Bank to comply with written instructions of Company in accepting, changing, and cancelling Cash Orders until such instructions are terminated; and

2.5 Acknowledges and agrees that Bank's internal policies and procedures referenced in this Master Agreement are commercially reasonable. Additionally, Company acknowledges that Bank's internal policies and procedures may change at Bank's sole discretion with no notice to Company. Company agrees that should Bank's internal policies and procedures referenced in this Master Agreement change that Company



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agrees that such changed procedures and policies are commercially reasonable and that Bank may act in accordance to them with respect to the Services.

3. Bank Secrecy Act Responsibilities. Company will provide the following documentation to Bank upon request:

3.1 Know Your Customer Information Form, in a format as specified by Bank;

3.2 Completed Client Due Diligence Worksheet;

3.3 Results of external audits regarding Company compliance issues; and

3.4 Any plan for remedial action to be taken or that has been taken in response to examination by a regulatory authority regarding BSA/AML compliance.

4. Carrier Agreement. Company agrees that:

4.1 Any person or entity used as the Carrier is an agent of Company and Company acknowledges that Bank has no obligations to Company or Carrier except as specifically set out by the Master Agreement;

4.2 Cash Orders provided by Bank shall be deemed received by Company when custody is transferred from Bank to the Carrier according to Bank's internal procedures in the sale of Cash Orders to Carriers;

4.3 Deposits shall be deemed received by Bank when custody is accepted by Bank according to Bank's internal procedures; and

4.4 If Company contracts with Carrier for Remote Safe(s), Company acknowledges that Bank has no responsibility for Remote Safe(s). Company further agrees to indemnify and hold harmless Bank from any and all liability arising out of the use of the Remote Safe(s); moreover, Company's only recourse for claims from use of the Remote Safe(s) is through Carrier.

5. Services.

5.1 Bank shall accept all Deposits from Company's Carrier and will credit Deposits to, and debit all Cash Orders from Account.

5.2 Bank will debit Account for the amount of each Cash Order on the date custody is transferred to Carrier. Bank will credit Account for each Deposit based on Bank's third party cash vault service provider's deposit deadlines for next business day credit.

5.3 In the event that there is a discrepancy between the amount received from a Cash Order and Bank's debit amount to Account for the subject Cash Order, or between Company's declared Deposit amount and Bank's verified Deposit amount (either, a "Difference"), Bank will research the Difference and determine, in its sole discretion, if an



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adjustment is warranted and notify Company of adjustment, if warranted. Bank's determination shall be authoritative and indisputable.

5.4 Bank will accept only those Deposits deemed acceptable by it. Such Deposits deemed unacceptable will not be credited to Account. Unacceptable Deposits may be retained by Bank and not returned to Company.

5.5 Bank will provide Carrier with evidence of receipt for each accepted cash deposit bag.

5.6 Bank will receive, process, and verify Deposits according to its internal procedures.

5.7 Bank through its third party cash vault service provider will verify each cash deposit within three (3) business days of receipt from Carrier.

5.8 Bank will retain evidence of Deposits and Cash Orders according to its internal policies and procedures concerning retention of Deposit and Cash Order information. Upon written request, Bank will make copies of such items available to Company.

6. Limitation of Liability. Without limiting other limitations of liability herein, Bank will have no liability to Company or any third party for any act or omission of the Carrier.

[Signature Page to Follow]



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In WITNESS WHEREOF, the parties have caused this Master Agreement to be executed on the day and year written below the Bank's signature.

Company: Montgomery County Treasurer
By:
Title:
Date:

FIRST FINANCIAL BANK

By: Pamela Torzewski
Title: VP Treasury Management
Date: 02/22/2021

Address for Notice:
Business Service Center
426 Fourth Street
Columbus, Indiana, 47201

[END OF DOCUMENT]

HWC Engineering Agreement to Provide Services

Wednesday, March 03, 2021 10:35 AM

HWC ENGINEERING
135 N. Pennsylvania Street, Suite 2800
Indianapolis, IN 46204
(317) 347-3663
(317) 981-1298 (fax)

AGREEMENT TO PROVIDE SERVICES

This **AGREEMENT TO PROVIDE SERVICES** ("Agreement") is recognized as being established the _____ day of January, 2021 (the "Effective Date"), by and between HWC Engineering, Inc., of Indianapolis, Indiana (hereinafter referred to as "**HWC**") and Montgomery County Commissioners of Crawfordsville, Indiana (hereinafter referred to as "**CLIENT**"), concerning the following:

The Project name, location and address:

Communications Plan
Montgomery County, Indiana

The CLIENT's Name and Address is:

Montgomery County Commissioners
110 W. South Blvd
Crawfordsville, IN 47933

The Project's Designated CLIENT Representative and his/her contact information (including title, address, phone number, fax number, and e-mail address) are:

Tom Klein
Montgomery County Administrator
110 W. South Blvd
Crawfordsville, IN 47933
Phone: 765-362-6514
tom.klein@montgomerycounty.in.gov

The Project's Designated HWC Representative and his/her contact information (including title, address, phone number, fax number and e-mail address) are:

Chris Hamm, AICP
Director of Economic Development
HWC Engineering
135 N. Pennsylvania Street, Suite 2800
Indianapolis, IN 46204
(O): 317-981-1242
(C): 317-910-1073
chamm@hwcengineering.com

The applicable HWC Project number: 2021-019-S

Montgomery County, Indiana
Communications Plan

WITNESSETH

WHEREAS, the **CLIENT** desires to contract for certain professional services in connection with the following project (hereinafter the "Project");

Montgomery County Communications Plan

WHEREAS, **HWC** has expressed a willingness to provide the professional services for the Project; and

WHEREAS, the parties hereto agree that **HWC** shall provide the services and documents hereinbefore and hereinafter described in relation to the Project;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION I: SERVICES BY HWC

The services to be performed by **HWC** under this Agreement are set out in Appendix "A", attached to this Agreement, and made an integral part hereof (hereinafter the "Services").

SECTION II: INFORMATION AND SERVICES TO BE FURNISHED BY THE CLIENT

The information and services to be furnished by the **CLIENT** are set out in Appendix "B", attached to this Agreement and made an integral part hereof.

SECTION III: NOTICE TO PROCEED AND SCHEDULE

HWC shall begin the work to be performed under this Agreement upon receipt of the written notice to proceed from the **CLIENT**, and shall deliver the work to the **CLIENT** in accordance with the schedule contained in Appendix "C", attached to this Agreement, and made an integral part hereof. **HWC** shall not begin work prior to the date provided in the written notice to proceed.

HWC acknowledges the importance to the **CLIENT** of the project schedule and agrees to put forth reasonable efforts in performing the services with due diligence under this Agreement in a manner consistent with that schedule attached. The **CLIENT** understands, however, that **HWC's** performance must be governed by sound professional practices.

If in this Agreement, specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of **HWC**, for reasons including, but not limited to, delay of state or municipal agencies in approvals or other governmental decisions, or delay in site or land acquisition, the rates and amounts of compensation provided herein shall be subject to equitable adjustment.

SECTION IV: COMPENSATION

HWC shall receive payment for the work performed under this Agreement as set forth in Appendix "D", attached to this Agreement, and made an integral part hereof.

Montgomery County, Indiana
Communications Plan

SECTION V: GENERAL PROVISIONS

1. Consultants and Subcontracting

HWC shall, in its sole discretion and without approval of the **CLIENT**, have the right to employ such subconsultants and consultants (collectively hereinafter "Subconsultants") as **HWC** deems necessary to assist in the performance of furnishing of the Services. **HWC** Shall not be required to employ any Subconsultants unacceptable to **HWC**.

2. Use and Ownership

All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents (hereinafter "Documents") prepared by **HWC** as instruments of service shall remain the property of **HWC**. The **CLIENT** shall be entitled to copies or reproducible sets of any of the Documents for information and reference in connection with use on the Project by **CLIENT**.

HWC will retain all pertinent records relating to the services performed for a period of five (5) years following performance of work, during which period the records will be made available to the **CLIENT** at all reasonable times for inspection or copying.

HWC agrees that the **CLIENT** is not required to use any plan, report, drawing, specifications, advice, map, document or study prepared by **HWC** and **HWC** waives all right of redress against the **CLIENT** if the **CLIENT** does not utilize same. Such Documents are not intended or represented to be suitable for reuse by **CLIENT** or others on extensions of the Project or any other project. Any such reuse or modification without written verification or adaptation by **HWC**, as appropriate for the specific purpose intended, shall be at **CLIENT**'s sole risk and without liability or legal exposure to **HWC**. **CLIENT** shall indemnify and hold harmless **HWC** from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting there from.

CLIENT hereby acknowledges that due to the status of the Documents as instruments of professional service and the value associated therewith such designation, that **HWC** is entitled to enforce the prohibition against misuse of the Documents by **CLIENT** by obtaining an injunction to enjoin and restrain the unauthorized use of the Documents. Additionally, the improper utilization of the Documents hereunder shall be considered to be a breach of this Agreement and entitle **HWC** to all rights and remedies provided herein.

3. Compliance with State and Other Laws

HWC specifically agrees that in performance of the services herein enumerated by **HWC** or by Subconsultants or anyone acting on behalf of either, that each will comply with all state, federal, and local statutes, ordinances and regulations in effect as of the effective date of this Agreement (the "Laws and Regulations"). Changes to these laws and regulations after the effective date of this Agreement may be the basis for modifications to **CLIENT**'s responsibilities as provided in Appendix B or to **HWC**'s Services (as provided in Appendix A), times of performance (as provided in Appendix C), or compensation (as provided in Appendix D).

4. Professional Responsibility

HWC will exercise reasonable skill, care, and diligence in the performance of services and will carry out all responsibilities in accordance with customarily accepted professional engineering

Montgomery County, Indiana
Communications Plan

practices. Failure by the **CLIENT** to report any defect or suspected defect to **HWC** within one (1) year from the completion of **HWC's** services for the Project shall relieve **HWC** of the obligation to cure the defect or suspected defect or any costs associated with the efforts to cure the defect or suspected defect.

Neither the professional activities of **HWC**, nor the presence of **HWC** or its employees and sub-consultants at a construction/project site, shall relieve the construction professional or company contracted (hereinafter "**CONTRACTOR**") with the **CLIENT** to provide construction services of its obligations, duties and responsibilities, including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. **HWC** and its personnel have no authority to exercise any control over the **CONTRACTOR** or its employees in connection with their work or any health and safety programs or procedures. The **CLIENT** agrees that the **CONTRACTOR** shall be solely responsible for job site safety and warrants that this intent shall be carried out in the **CLIENT's** contract with the **CONTRACTOR**. The **CLIENT** also agrees that the **CLIENT**, **HWC** and **HWC's** sub-consultants shall be indemnified by the **CONTRACTOR** and shall be made additional insureds under the **CONTRACTOR's** policies of general liability insurance.

HWC shall not be required to sign any documents, no matter by whom requested, that would result in **HWC** having to certify, guarantee or warrant the existence of conditions whose existence **HWC** cannot ascertain. The **CLIENT** also agrees not to make resolution of any dispute with **HWC** or payment of any amount due to **HWC** in any way contingent upon **HWC's** signing any such certification.

HWC shall not be responsible for errors, omissions or deficiencies in the designs, drawings, specifications, reports or other services of the **CLIENT** or other consultants, including, without limitation, surveyors and geotechnical engineers, who have been retained separately by **CLIENT**. **HWC** shall have no liability for errors or deficiencies in its designs, drawings, specifications and other services that were caused, or contributed to, by errors or deficiencies (unless such errors, omissions or deficiencies were known or should have been known by **HWC**) in the designs, drawings, specifications and other services furnished by the **CLIENT**, or other consultants retained by the **CLIENT**. Additionally, **HWC** shall not be responsible for the use of the Documents by **CLIENT**, or consultants retained by the **CLIENT**, for any purposes other than in conjunction with the Project.

HWC's opinions of probable construction costs provided under this Agreement are to be made on the basis of **HWC's** experience and qualifications and represent **HWC's** best judgment as an experienced and qualified professional within the industry. However, since **HWC** has no control over the cost of labor (including but not limited to wage scales for public works projects), materials (or changes in materials requested by **CLIENT**), equipment or services furnished by others, changes in applicable laws (including, but not limited to, building codes, flood plain designation, etc.) or over the **CONTRACTOR's** methods of determining prices or over competitive bidding or market conditions, **HWC** cannot and does not guarantee that proposals, bids or actual construction cost will not vary from opinions of probable construction costs prepared by **HWC**.

5. Status of Claims

HWC shall be responsible for keeping the **CLIENT** currently advised as to the status of any known claims made for damages against **HWC** resulting from services performed under this

Agreement. **HWC** shall send notice of claims related to work under this Agreement to the **CLIENT**.

6. Insurance

HWC shall at its own expense maintain in effect during the term of this contract the following insurance with limits as shown or greater:

- General Liability (including automobile) with a combined single limit of \$1,000,000.00. The **CLIENT** shall be named as an Additional Insured. **HWC's** insurance shall be written on a "primary" basis and the **CLIENT's** insurance program shall be in excess of all of **HWC's** available coverage.
- Worker's Compensation at single limit of \$1,000,000.00. Worker's Compensation shall include a Waiver of Subrogation endorsement in favor of **CLIENT**.
- Professional Liability for protection against claims arising out of performance of professional services caused by negligent error, omission, or act in the amount of \$2,000,000.00
- **HWC** shall provide to **CLIENT** Certificates of Insurance indicating the aforesaid coverage upon request of the **CLIENT**.
- **HWC** shall name **CLIENT** as additional insured on General Liability and Auto Liability policy.

HWC will require its Subconsultants to maintain Commercial General Liability, Auto Liability, Workers Compensation and Professional Liability coverages equal to or greater than maintained by **HWC**. Subconsultants shall also name **HWC** and **CLIENT** as additional insureds on General Liability and Auto Liability policy.

CLIENT shall procure and maintain insurance as follows:

- Commercial General Liability Insurance, with a per occurrence limit of not less than \$2,000,000.00

CLIENT and **HWC** shall each deliver to the other certificates of insurance evidencing the coverage indicated in this Agreement. Such certificates shall be furnished prior to commencement of **HWC's** services and at renewals thereafter during the life of the Agreement.

7. Changes in Work

In the event that either the **CLIENT** or **HWC** determine that a material change in scope, character or complexity of the work is needed after the work has progressed as directed by the **CLIENT**, both parties in the exercise of their reasonable and professional judgment shall negotiate the changes and **HWC** shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and **HWC** is authorized in writing by the **CLIENT** to proceed.

8. Delays and Extensions

HWC agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Any such delays shall be compensated for by an extension of time for such period as may be reasonably determined by the **CLIENT**, subject to **HWC's** approval. However, it being understood, that the permitting of **HWC** to proceed to complete any services, or any part of

Montgomery County, Indiana
Communications Plan

them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the **CLIENT** of any of its rights herein.

9. Abandonment

Services may be terminated by the **CLIENT** and **HWC** by thirty (30) days' notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party so long as such nonperformance has not been caused by delays outside of the control of **HWC**. If so abandoned, **HWC** shall deliver to the **CLIENT** copies of all data, reports, drawings, specifications and estimates completed or partially completed along with a summary of the progress of the work completed within twenty (20) days of the abandonment. In the event of the failure by **HWC** to make such delivery upon demand, then and in that event **HWC** shall pay to the **CLIENT** any damages sustained by reason thereof. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by **HWC** to the date of the abandonment for all services to be paid for on a lump sum basis. **HWC** shall be compensated for services properly rendered prior to the effective date of abandonment on all services to be paid on a cost basis or a cost plus fixed fee basis. The payment as made to **HWC** shall be paid as the final payment in **CLIENT's** full settlement and release for the services hereunder unless otherwise provided hereunder.

10. Non-Discrimination

Pursuant to Indiana and federal law, **HWC** and **HWC's** Subconsultants, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

11. Employment Eligibility Verification

HWC affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

HWC shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in I.C. 22-5-1.7-3. **HWC** is not required to participate should the E-Verify program cease to exist.

HWC shall require its Subconsultants, who perform work under this Contract, to certify to **HWC** that the Subconsultant does not knowingly employ or contract with an unauthorized alien and that the Subconsultant has enrolled and is participating in the E-Verify program. **HWC** agrees to maintain this certification throughout the duration of the term of a contract with a Subconsultant.

The **CLIENT** may terminate for default if **HWC** fails to cure a breach of this provision no later than thirty (30) days after being notified by the **CLIENT**.

12. Successor and Assigns

Montgomery County, Indiana
Communications Plan

The **CLIENT** and **HWC** each binds themselves and successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the **CLIENT** and **HWC** shall assign, sublet or transfer their interest in the Agreement without the written consent of the other.

13. Supplements

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

14. Governing Laws

This Agreement and all the terms and provisions shall be interpreted and construed according to the laws of the State of Indiana, notwithstanding any state's choice of law rules to the contrary. Should any clause, paragraph, or other part of this Agreement be held or declared to be void or illegal, for any reason, by any court having competent jurisdiction, all other causes, paragraphs or part of this Agreement, shall nevertheless remain in full force and effect. Any and all actions to be litigated under this matter shall be initiated in Marion County, Indiana.

This Agreement contains the entire understanding between the parties and no modification or alteration of this Agreement shall be binding unless endorsed in writing by the parties thereto.

This Agreement shall not be binding until executed by all parties.

15. No Partnership

This Agreement will not constitute, create, give rise to or otherwise recognize a joint venture, partnership or formal business organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly stated under this Agreement. Neither party shall represent itself as an employee or subcontractor of the other, nor is this Agreement or any related documents intended to be construed so as to make either party an employee or subcontractor of the other. Except as otherwise provided in this Agreement, neither party shall have the ability to bind the other to any agreement for payment of goods or services, nor shall it represent to any person that it has such ability. All expenses incurred by the parties hereto are their respective sole responsibility, unless otherwise provided for in this Agreement.

16. Rights and Benefits

HWC's services will be performed solely for the benefit of the **CLIENT** and not for the benefit of any other persons or entities.

17. Disputes

All claims or disputes of **HWC** and the **CLIENT** arising out of or relating to the Agreement, or the breach thereof after notice and a reasonable opportunity to cure, shall be first submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, the party making the claim or alleging a dispute shall have the right to institute any legal or equitable proceedings in a court located in Marion County, Indiana.

Montgomery County, Indiana
Communications Plan

18. Indemnities

HWC and the **CLIENT** each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorney fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions.

In addition to the indemnity of this Agreement, and to the fullest extent permitted by law, **CLIENT** shall indemnify and hold harmless **HWC**, **HWC's** Subconsultants and the officers, directors, partners, employees of **HWC**, from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the presence of asbestos, toxic materials, or any other hazardous, toxic or dangerous environmental condition, on or about the Project site (the "Site"), whether known or unknown to **CLIENT**, provided that nothing in this Article shall obligate **CLIENT** to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

~~The **CLIENT** agrees to extend any and all liability limitations and indemnifications for performance of services under this Agreement to, in and including, but not limited to **HWC's** officers and employees, their heirs and assigns, and **HWC's** Subconsultant's their heirs and assigns.~~

19. Engaging in activities with Iran

By signing this Agreement, **HWC** certifies that it is not engaged in investment activities in the country of Iran as set forth in I.C. 5-22-16.5-13.

20. Complete Agreement

This Agreement, and all other referenced exhibits which form a part of this Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be deemed to supersede all prior and contemporaneous agreements, representations, and understandings, whether written or oral, and the same shall be deemed to have been merged into this Agreement

21. Notice

Any notice contemplated herein or required or permitted to be given hereunder shall be in writing and shall be deemed to be given when delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested to the parties at the addresses set forth in the preamble of this Agreement, or to such other address as either party may have last specified by written notice to the other.

IN WITNESS WHEREOF, the **CLIENT** and **HWC** have signed this Agreement in duplicate. One counterpart each has been delivered to the **CLIENT** and **HWC**.

This Agreement will be effective on _____, 2021.

"CLIENT"

Montgomery County Commissioners


By: _____
Printed: Jim Fulwider
Title: Montgomery County Commissioner
Date: _____

By: _____
Printed: John Frey
Title: Montgomery County Commissioner
Date: _____

By: _____
Printed: Dan Guard
Title: Montgomery County Commissioner
Date: _____

"HWC"

HWC Engineering

By: 
Printed: Cory Whitesell, PE
Title: Director Planning Division
Date: January 5, 2021

Montgomery County, Indiana
Communications Plan

APPENDIX "A"

SERVICES BY HWC

GENERAL DESCRIPTION OF SERVICES

In general, the scope of services for this project consists of the development of a strategic communications plan and a corollary implementation plan.

A detailed scope of services for the plan is as follows:

PHASE 1: DEVELOPMENT OF COMMUNICATIONS PLAN

TASK 1A: Situational Analysis

HWC will facilitate one workshop with representatives from Montgomery County (**CLIENT**) to understand the current state of the **CLIENT**'s communication strategy. This meeting will also include a discussion of strengths, weaknesses, opportunities, and threats (SWOT), a discussion of communicating the county's objectives, potential target audiences, messaging, and a preliminary identification of potential strategies and tactics to achieve the identified goals.

TASK 1B: Strategic Communications Plan

Based on feedback from Task 1A, **HWC** will draft a strategic communications plan. **HWC** will produce two drafts of this plan to be reviewed by the **CLIENT**. One will be an initial version based on feedback from TASK 1A. The second will be based on feedback from review of the first draft. This plan will include the following:

- Situational Analysis
 - A summary of the current state of the communications for the **CLIENT**, including a communications audit and summary of the SWOT analysis.
- County Objectives
 - Define specific quantitative goals for the county administration regarding its communication needs.
- Target Audience
 - A brief analysis of the audiences the **CLIENT** wishes to target in their communications.
- Communications Objectives
 - A clearly defined expectation of outcomes of the desired effects of the communication plan.
- Key Messages
 - Clear, concise, and compelling messages in which the plan will be rooted.
- Strategy and Tactics
 - The "what" and the "when" of the communication plan
- Timeline
 - A clear timeline that establishes the role of the **CLIENT**
- Evaluation
 - A summary of how success of the plan will be evaluated with clear metrics.

Montgomery County, Indiana
Communications Plan
Appendix "A"

PHASE 2: IMPLEMENTATION PLAN

TASK 2A: Implementation Plan

HWC will produce an implementation plan that identifies the “how” of the strategic plan. This plan will give county staff the tools necessary to independently and effectively implement the strategies and tactics covered in the strategic plan. **HWC** will produce two drafts of this plan to reviewed by the **CLIENT**. The initial version will be sent to the **CLIENT** for feedback, comments and to ensure feasibility. The second will be based on feedback from review of the first draft. This plan will include the following:

- For each strategy and tactic, there will be a best practices implementation guide. This guide will include a schedule, topics to be covered and best practices to depending on the medium.
 - For example, if a strategy was “Meet residents where they are” and a corresponding tactic was “Use Facebook to engage more residents in local government” The implementation guide would include recommendations on what kinds of content to post on Facebook, when and how frequently to post and how to gauge success.

TASK 2B: Implementation Meeting

The objective of this meeting is to empower the County to independently implement the strategic communications plan. During the meeting **HWC** will walk the **CLIENT** through the implementation plan, step by step, ensuring the **CLIENT** understands how the plan is to be implemented. **HWC** will work with the **CLIENT** to answer any implementation questions regarding specific tactics.



APPENDIX "C"

NOTICE TO PROCEED AND SCHEDULE

HWC acknowledges the importance to the **CLIENT** of the project schedule and agrees to put forth reasonable efforts in performing the services with due diligence under this Agreement in a manner consistent with the schedule below:

Activity	Schedule
Phase 1: Development of Communication Plan	Completed within one (1) month of Executed Agreement
Phase 2: Implementation Plan	Completed within one (1) month of Completion of Phase 1

APPENDIX "D"

COMPENSATION

HWC shall receive payment from **CLIENT** for the work performed under this Agreement, as listed below:

Activity	Fee	Compensation Type
Phase 1: Development of Communication Plan	\$5,000	Time & Materials, Not to Exceed
Phase 2: Implementation Plan	\$5,000	Time & Materials, Not to Exceed
TOTAL	\$10,000	Time & Materials, Not to Exceed

Lump Sum Compensation: Lump Sum payment shall include all labor and expenses (for the scope of work as defined in the agreement) incurred by HWC and shall not exceed the fixed payment amount without prior authorization of the **CLIENT**. HWC shall submit monthly invoices to the **CLIENT** for the estimated portion of the total services actually completed at the time of the billing. The value of the lump sum services work completed is determined by multiplying the percentage of work completed by the total fee established.

If additional engineering or other services, not listed within "Appendix "A" Services by **HWC**" related section of this agreement, are requested in writing by the **CLIENT**, **HWC** shall receive payment for such extra work, either by a lump sum fee determined and agreed to by the **CLIENT** and **HWC** prior to the commencement of such work and in writing, or on an hourly basis plus reasonable expenses as specified on the "Hourly Rates and Reimbursable Expenses Schedule" included herein.

The "Hourly Rates and Reimbursable Expenses Schedule" identified in this Agreement are subject to change each December 31st without notification or modification to this Agreement.

Montgomery County, Indiana
Communications Plan
Appendix "D"

**HWC Engineering
2021 Hourly Billing Rates**

POSITION	HOURLY RATE
Principal	\$201.00
Senior Project Manager	\$196.00
Project Manager	\$160.00
Project Engineer I	\$140.00
Project Engineer II	\$115.00
Landscape Architect I	\$135.00
Landscape Architect II	\$110.00
Planner I	\$135.00
Planner II	\$100.00
Sr Designer/Technician	\$125.00
Designer/Technician	\$110.00
Clerical Support	\$75.00
Construction Inspection Manager	\$120.00
Construction Inspector I	\$115.00
Construction Inspector II	\$95.00
Project Surveyor	\$125.00
Survey Crew Leader	\$100.00
Survey Crew Member I	\$85.00
Survey Crew Member II	\$70.00
Intern	\$56.00

REIMBURSABLE EXPENSES

- Direct Travel Expense - including mileage (the current rate allowed by the IRS), air fare, car rental, lodging, meals, large blueprint and copying runs, etc.
- Large format black and white prints at \$.375 per square foot.
- Plots at \$2.00 per square foot.
- Black and white copies at \$.10 per sheet.
- Color copies at \$.50 per sheet
- CD's at \$25.00 each.
- Actual cost of long distance telephone calls, expense charges, photographs and postage.
- Expenses will be billed at cost plus a 10% administrative fee.
- Hours worked in excess of 8 hours per day or 40 hours per week will be billed at an overtime rate of 1.5 times the rates listed for non-exempt employees.

Montgomery County, Indiana
Communications Plan
Appendix "D"

CVC Board Appointment

Tuesday, March 02, 2021 8:21 AM

Board opening needs to be filled by a member of the Democratic party.

Retired Wabash Professor
Richard Bowen
1127 W Country Club Road

WTH - Event Manager Software

Tuesday, March 02, 2021 8:21 AM

PROPOSAL

February 24, 2021

Prepared for:

**Montgomery County Highway
Montgomery County, Indiana**

To Provide:

**Think GIS® Hosted Event Manager Subscription;
Client Hosting and Maintenance**

This price proposal is valid for 90 days



WTH Technology, Inc.
• 3665 Washington Blvd. • Indianapolis, IN 46205 •
• 888.225.5984 Toll Free • 317.259.1423 Fax •
• www.wthgis.com •

OVERVIEW

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

DESCRIPTION OF PRODUCTS AND SERVICES

Hosted Think GIS® Event Manager Subscription – Enterprise

The Company shall provide the Client with a subscription to Think GIS® Event Manager configured in an internet based hosted environment. The Company shall install the Think GIS® Event Manager on the WTH network and configure a unique URL for access exclusively by the Client. The Company will use a variety of security methods to restrict access to the Think GIS® Event Manager only to Client specified users.

The Think GIS® Event Manager provides the ability for users of Think GIS® to place dynamic map symbols that are viewable by other Think GIS® users via an internet connection. The symbols can represent the locations of various emergencies such as blocked roads, flooded areas and power outages or management locations such as staging areas, traffic control points and landing zones. These event locations may be entered and removed manually or according to a predetermined schedule.

Think GIS® Event Manager is Enterprise licensed to provide access to an unlimited number of users within a department and WebGIS integration with the ability to display private and public data through user-defined User Groups. No WebGIS Set Up is provided as part of this project unless specifically stated as a provision in this Agreement.

Client Maintenance

Hosted Think GIS® Event Manager Subscription Fee

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

- **Software Upgrades**
Any enhancements made to the Think GIS® Event Manager system during the term of the client subscription agreement will be installed during scheduled service intervals as they become available.
- **Think GIS® Event Manager Maintenance will be provided as follows:**
 - a) E-mail Maintenance via support@wthtechnology.com
 - b) Telephone support during normal business hours using the 1-888-CALL WTH telephone number Monday through Friday 8am to 5pm (EST).
 - c) Dial in Maintenance using remote access to troubleshoot system issues.
 - d) Direct site visits will be scheduled as necessary and appropriate. The Company will endeavor to respond as soon as feasible to any given request and work to a mutually agreed schedule prior to the dispatch of a service technician in emergency and non-emergency situations.
 - e) Solutions provided to the system beyond the operation of WTH supplied components will be billed on a time and materials basis.

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

DELIVERY AND INVOICING SCHEDULE

Delivery Date from Contract Signing	Description	Invoice Date from Contract Signing	Amount
60 Days	Hosted Think GIS® Event Manager Subscription – Enterprise	Upon Delivery	\$1,200.00
60 Days	Hosted Think GIS® Event Manager Onboarding	Upon Delivery	\$1,200.00
60 Days	Installation, Configuration and Training	Upon Delivery	\$1,400.00
TOTAL			\$3,800.00
Client Maintenance			
	Annual Subscription for Think GIS® Event Manager	Upon 1 st Anniversary	\$1,200.00
TOTAL			\$1,200.00

GENERAL TERMS

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

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

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

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

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

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

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

THE GIS DATA OR OTHER DATA CREATED, IMPORTED OR EXCHANGED AS PART OF THIS AGREEMENT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, AND ALL

WARRANTIES OF MERCHANTABILITY AND FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED WITH RESPECT TO THE GIS DATA OR OTHER DATA PROVIDED UNDER THIS AGREEMENT.

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

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

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

The remainder of this page has been left blank intentionally.

Addresses and Contacts for Notification Purposes:

Contact:	Eric Lowry	Project Contact:	Mike Davis
Company:	WTH Technology, Inc.	Client:	Montgomery County Highway
		County:	Montgomery
Address:	3665 Washington Blvd.	Address:	818 N Whitlock Avenue
City/State/Zip:	Indianapolis, IN 46205	City/State/Zip:	Crawfordsville, IN 47933
Email:	eric.lowry@wthgis.com	Email:	mike.davis@montgomerycounty.in.gov
Phone:	317.259.0105	Phone:	(765) 364-6492
Fax:	317.259.1423	Fax:	(765) 361-3238
Contact:	Beverly Sargent, Accounting	Invoice Contact:	
Company:	WTH Technology, Inc.	Client:	
Address:	3665 Washington Blvd.	Address:	
City/State/Zip:	Indianapolis, IN 46205	City/State/Zip:	
Email:	b.sargent@wthgis.com	Email:	
Phone:	317.259.0105	Phone:	
Fax:	317.259.1423	Fax:	

LIMITATION OF LIABILITY

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

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

The remainder of this page has been left blank intentionally.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of
this _____ day of _____ 2021.

Company:
WTH Technology, Inc.

Client:
Montgomery County Highway Department
Montgomery County, IN

Signature: _____

Name: Rex E. Jones

Title: President

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

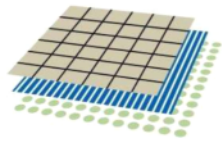


WTH Technology, Inc.
• 3665 Washington Blvd. • Indianapolis, IN 46205 •
• 888.225.5984 Toll Free • 317.259.1423 Fax •
• www.wthgis.com •

HEM

Plat Book Agreement

Tuesday, March 02, 2021 8:21 AM



mapping solutions

Backed by experience, driven by technology.

SERVICES AGREEMENT

For

**Montgomery County Government, E-911
110 W South Blvd, Suite A
Crawfordsville IN 47933**

This agreement dated February 25, 2021 is between MAPPING SOLUTIONS and Montgomery County E-911 (SPONSOR) for MAPPING SOLUTIONS to create and publish a 2021 Plat Book and related map products showing property ownership of land parcels in the unincorporated areas of Tate County in the State of Indiana which are 5 acres or larger. The Plat Books will be compiled and published using the attached Plat Book Specifications.

PRODUCT SPECIFICATIONS:

PLAT BOOKS:

SPONSOR may supply various information about their organization to be included in the Plat Books. This information must be provided in digital format and may include:

- Pictures to be used on the Plat Book cover or other open spots in the book (must be in high resolution and permissions are required)
- Sponsor information page(s)
- Filler information about the SPONSOR or county

Standard Materials:

Standard 8.5"x11"
Paper Stock – internal pages – 60#
Cover Stock – 100# semi-gloss
Full Color Printing
Spiral Binding

Standard Pages:

Table of Contents
Map Legend
Key Map/Index Map Page
Landowners Index
Initialed Parcels Landowner Index
Land Description and Measurement Pages
Business Directory

Materials Options – Pricing Upon Request:

Paper Stock – internal pages – 70# or 80#
Cover Stock – Laminated Covers
Tri-Fold Edition = 3 maps/Town

Township Map Descriptions:

Each Map will have 2 separate pages:

- Individual Township Road Map Page with 3D Aerials and Parcel Lines-- New County Aerials available to be used

- Individual Township Landowner Map Page

Banner Map Header Includes Township Locator and

☒ Township and Range Numbers

☒ Township Names

Map order will be:

☒ Geographic order by Township

Subdivision Parcels will not be mapped

Standard font on maps is Century Gothic

Specialty Maps/Content:

Watersheds Map
Municipal Maps
Roads Map
Roads Index

15415 State Route 92 • Kearney, MO 64060 • 816-903-3500 • fax: 816-903-3012 • mappingsolutionsgis.com

WALL MAPS:

- Wall Maps for Montgomery County are approximately 36" x 48" and are printed in full color on the following choices
 - Premium Photo Matte paper - \$35
 - Deluxe Water-Resistant paper - \$45
 - Peel & Stick paper - \$60
- SPONSOR may order any quantity of Wall Maps at any time. Shipping will be added to all reorders.

PARTNERSHIP FEATURES INCLUDED:

MAPPING SOLUTIONS offers a unique set of features to help the SPONSOR sell their books and maps that result from this agreement. These are at no cost and include the following:

- **Complimentary Products** to assist in promoting the new books and maps; one wall map and one SmartMap will be provided to the SPONSOR free of charge.
- **Online Partner Program** makes it easy for the sponsor to sell different products without having to purchase them in advance or provide technical support. See below for details.
- **SPONSOR Promotion** provides several ways for users to know who is sponsoring the project at the local level. The SPONSOR can include information about their organization through Sponsor information pages; promoting the organization with additional ads or filler; submitting pictures for the cover; etc. Sponsor information will also be included on Wall Maps, For Sale Signs and on our website.
- **Online Proofing Process** utilizes easy to use, proven software that allows one or more people to view and comment on the proof copy, track changes and confirm a final "approval to print" version. Hard copy proofs are also provided.
- **Postcards** will be mailed to several hundred of the county's largest landowners to promote the new books and map product, (when addresses are available). This program includes an *additional* free SmartMap and free Wall Map for a drawing for people who visit the SPONSOR to enter their name in the drawing and view the new products.
- **Marketing Materials** include various selling aids to assist in the successful sales of books and maps. These include custom "For Sale" signs, book displays, press releases, digital images to use on your website or newsletter and other assistance.
- **Ongoing Support** is available constantly during the production process to ensure the book contains what is expected. SPONSOR involvement can be as much or as little as desired. Post publication follow up is also provided to ensure that everything met or exceeded expectations.
- **Ad Approval** from each advertiser is provided by MAPPING SOLUTIONS.

Online Partner Program (OPP): This unique program allows the SPONSOR to be compensated for additional revenue generated on its behalf through MAPPING SOLUTIONS' online Map Store.

MAPPING SOLUTIONS agrees to:

- Promote and feature the SPONSOR on the online Map Store product page for Montgomery County. This includes SPONSOR organization name, address, phone number, website and logo (if available). This will encourage the user to go directly to the SPONSOR to purchase products.
- Pay the SPONSOR for every item sold through the online Map Store as follows:
 - SmartMaps = \$20 (this product can only be sold via our online Map Store, due to delivery logistics and technical support requirements)
 - Wall Maps, eBooks and Plat Books = \$20 each
- Automatically pay the SPONSOR for all items sold through the online Map Store on an annual basis. A product sold report will be included.
- Refer all phone inquiries we receive for products, other than SmartMaps, directly to the SPONSOR to purchase locally.

SPONSOR agrees to:

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SPONSOR REQUIREMENTS:

Proof Book – Prior to final publication, the SPONSOR will be provided with a digital and hard copy Proof Book to review and submit revisions as required. SPONSOR has up to 14 days to provide feedback via the online proofing process to maintain the production schedule.

DATA CONDITIONS:

MAPPING SOLUTIONS will acquire all required records and data to complete this agreement. The maps and content will be compiled using the latest information available from the appropriate County Officials and available resources. The digital information needed will be a file that includes the following fields for each individual parcel located in the county: Full Parcel Number, Acres, Owners Name and Complete Address, Legal Description, Section, Township, and Range. *It is assumed that there is no charge for data.*

COPYRIGHT CONDITIONS:

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PRODUCTS PURCHASED:

Products	Quantity	Cost Each	Total	Initial Choices
Plat Books	50	\$15.00	\$750	
<u>Wall Maps</u>	5 + 1 Free - See Special Offer Below			
Premium Photo Matte		\$35		
Deluxe Water Resistant		\$45		
Peel & Stick		\$60		
Shipping			\$30	
Total of Products Selected				

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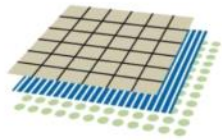
Signature/Date

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SPONSOR

Signature/Date

Print Name/Title

MAPPING SOLUTIONS

Signature/Date

Print Name/Title

Engineer's Award Recommendation

Wednesday, March 03, 2021 1:19 PM



MONTGOMERY COUNTY ENGINEER

110 West South Boulevard
Crawfordsville, IN 47933
Office: (765) 361-2623
Fax: (765) 361-3238
Email: james.peck@montgomerycounty.in.gov
Website: www.montgomerycounty.in.gov

Commissioners
John Frey, President
Jim Fulwider, Vice President
Dan Guard, Member
County Engineer
James (Jim) Peck, PE

March 3, 2021

Re: Recommendation to award construction contract for 2020-2 Community Crossing Grant – Milestone Contractors, LP

Commissioners,

On February 22nd, 2021 Montgomery County Commissioners received three bids for the 2020-2 Community Crossing Grant to pave CR 400 N from SR 32 to US 136, Camp Rotary Road from SR 32 to South Keller Road and Barcus Orchard Road (CR 300 S) from South Keller Road to SR 47. The total length of the paving project is approximately 7 miles. The bids were opened and read out loud on the February 22nd at the Commissioner's meeting. The following are the bid results:

Milestone Contractors, LP	\$865,360.60
Reith-Riley	\$866,722.60
Harding Group	\$871,607.79

The apparent low and responsible bid was from Milestone Contractors, LP. I have reviewed the bids and recommend the Commissioners award the project to Milestone Contractors, LP subject to the following conditions:

- Receipt of the purchase order and funds from Indiana Department of Transportation
- Receipt of the performance, payment, and warranty bonds from Milestone Contractors

Indiana Department of Transportation will fund 75% of the paving project in the amount of \$649,020.49. Montgomery County will fund 25% of the paving project in the amount of \$216,340.11

If you have any questions, please do not hesitate to contact me at 765-361-4132.

Sincerely,

James Peck, PE
Montgomery County Engineer

cc: Tom Klein, Montgomery County Administrator
Dan Taylor, Montgomery County Attorney
Jake Lough, Montgomery County Highway Director

CCMG Bid Award & Contract Approval

Tuesday, March 02, 2021 8:21 AM

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is made this 2 day of March , 2021, by and between the Board of County Commissioners of Montgomery County, Indiana ("Owner") and Milestone Contractors, L.P. ("Contractor"), for the project known as Montgomery County 2020-2 CCMG (the "Project"). Owner and Contractor agree as set forth below:

1. **THE WORK.** The intent of the Agreement is to provide for the construction and completion in every detail of the work described. Contractor shall provide all materials, labor, tools, equipment, supplies, safety equipment, transportation and supervision necessary to perform, and shall perform, the work generally described as follows, in a good and workmanlike manner and in accordance with the Contract Documents, (as hereinafter defined) as necessary to produce the results intended by the Contract Documents (all hereinafter called the "Work"):

A. **SUPERVISION AND CONSTRUCTION PROCEDURES.** Contractor shall supervise and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. Contractor shall be responsible to Owner for the acts and omissions of Contractor's employees, subcontractors, material suppliers, laborers, equipment lesser and all other persons performing portions of the Work. Contractor shall be responsible for the inspection of Work performed under the Contract Documents to determine that the Work is in proper condition to receive subsequent Work.

B. **LABOR AND MATERIALS.** Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

C. **SUBCONTRACTORS.** Before construction commences, Contractor shall furnish in writing to Owner the names of all persons or entities proposed for each principal portion of the Work and their respective contract sums. Contractor shall not contract with a proposed person or entity to whom Owner has made a reasonable objection. Contractor shall not change a subcontractor, person or entity previously selected if Owner makes reasonable objection to such change. By appropriate agreement, Contractor shall require

each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to Contractor by the terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor, by the Contract Documents, assumes toward Owner. Each subcontract shall preserve and protect the rights of Owner under the Contract Documents with respect to the Work to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound. Each subcontract for a portion of the Work is contingently assigned by Contractor to Owner; however, such assignment is effective only after termination of this Agreement by Owner and only for those subcontracts which Owner accepts by notifying the subcontractor in writing.

D. REPRESENTATIONS. Contractor represents and warrants the following to Owner as a material inducement to Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:

- 1) Contractor is able to furnish the tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
- 2) Contractor has visited the site of the Project and is familiar with the local conditions under which the Work is to be performed and has correlated observations with the requirements of the Contract Documents; and
- 3) Contractor possesses a high level of experience and expertise in the business administration, construction and superintendence of projects of the size, complexity and nature of the Project involving, among other things, the Work to be performed hereunder, and will perform the Work with the care, skill and diligence of such a contractor.
- 4) Contractor has not, nor has any other member, representative, agent, or officer of the firm, company, corporation, or partnership represented by the Contractor:
 - (a) employed or retained any company or person, to solicit or secure this Agreement;
 - (b) entered into or offered to enter into any combination, collusion, or agreement to receive or pay and that the Contractor has not received or

paid, any fee, commission, percentage, or any other consideration, contingent upon or resulting from the award of and the execution of this Agreement, excepting such consideration and subject to the terms and conditions expressed upon the face of the within Agreement.

For a breach or violation of this representation, the Owner shall have the right to cancel this Agreement without liability and to recover, at the election of the Owner, any and all monies or other consideration paid hereunder.

E. **WARRANTY.** Contractor warrants to Owner that the materials and equipment furnished under the Contract Documents shall be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

It is understood and agreed that the foregoing warranties shall not affect, limit or impair Owner's right against Contractor with regard to latent defects in the Work which does not appear within the applicable warranty period following acceptance of the Work and which could not, by the exercise of reasonable care and due diligence, be ascertained or discovered by Owner within such warranty period.

2. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, the Plans and Specifications attached hereto as Exhibit A, the Contractor's Proposal, any and all documents prepared by the Owner or the Owner's representative prior to bidding which are incorporated by reference and any written modifications and addenda issued after execution of this Agreement. The Indiana Department of Transportation, Standard Specifications dated 2018 ("Standard Specifications") shall be used in conjunction with the Contract Documents. All references in the Contract Documents to the "Commissioner," "Department," "Indiana Department of Transportation," "Director," "Engineer," and/or "Chief Highway Engineer" shall be interpreted to refer and mean the Owner.

Contractor shall promptly call to the attention of Owner any discrepancy or conflict in the Contract Documents that affect its Work. The coordination of the Contract Documents shall be in accordance with Section 105.04 of the Standard Specifications. In the event of conflict or discrepancies between and among the Contract Documents, figure dimensions shall take precedence over scale measurements, large scale details shall take precedence over small scale plans or drawings, and plans or drawings of a later date shall take precedence over those of an earlier date. Any part of the Work shown on the Plans but not specifically mentioned in the

Specifications, or vice versa, shall be considered as part of the Work as though included in both. Likewise, the Work to be undertaken by Contractor shall include all incidental work necessary as customarily done for the completion of the Project even though it may not be specifically described in the Specifications or Plans.

Contractor has carefully studied and compared all of the Contract Documents with each other and with information furnished by Owner and has reported to Owner all errors, inconsistencies or omissions. Contractor shall have no rights against Owner for errors, inconsistencies or omissions in the Contract Documents unless Contractor recognized such error, inconsistency or omission and reported it prior to the date of this Agreement. Contractor shall perform no construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents. Contractor warrants and represents to Owner that the Plans and Specifications for the Work are suitable and adapted for said Work and agrees that it will perform the Work and complete the same to the satisfaction of Owner.

3. CONTRACT SUM AND PAYMENTS. Owner agrees to pay Contractor for the performance of the Work, for the actual amount of work done and materials in place as measured by the Owner, at the unit prices submitted by the Contractor on the Itemized Proposal accepted by the Board of Commissioners on February 22, 2021 in the sum of \$865,360.60 ("Contract Sum"), which is attached hereto as Exhibit B and made a part of this Agreement.

The Contract Sum, including authorized adjustments or Owner approved change orders, is the total amount payable by Owner to Contractor for performance of the Work under the Contract Documents. In determining the Contract Sum, Contractor has taken into account the level of completeness of the Contract Documents and has exercised its best skill and efforts to make (1) appropriate judgments and inferences in connection with the requirements of the Contract Documents, and (2) all inquiries to clarify the Contract Documents as necessary to calculate and establish the Contract Sum.

A. APPLICATIONS FOR PAYMENT. All payments provided herein are subject to funds as provided by Owner and the laws of the State of Indiana. The Owner shall make payments on account of the Agreement, upon acceptance of Application for Payment for labor and materials incorporated in the Work at the rate of Ninety percent (90%) of such value of the Work until the Work is substantially completed. The Contractor will be paid Ninety percent (90%) of the monthly estimate, the remaining ten percent (10%) will be retained by the Owner. No partial payment will be made nor estimates submitted when the total value of the Work done since the last estimate amounts to less than \$500.00. Any amount withheld

as retainage by the Owner will be held until the final completion and acceptance of the work and will be paid with final payment.

Progress payments will be due on the first day of the month and will be paid monthly. At least ten (10) days before the date established for each progress payment, Contractor shall submit to Owner an itemized Application for Payment for operations completed in accordance with the Progress Schedule. Such Application for Payment shall be supported by such data substantiating Contractor's right to payment as Owner may require, such as copies of requisitions from subcontractors and material suppliers.

Before the first Application for Payment, Contractor shall submit to Owner a proposed Progress Schedule allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as Owner may require. This Progress Schedule, once approved by Owner, shall be used as a basis for reviewing Contractor's Applications for Payment.

Owner reserves the right to inspect the Project and approve the progress of Work completed to the date of the Application for Payment. Prior to making said payment, Contractor shall submit to Owner an Affidavit and partial Waiver of Lien, and/or partial waivers from subcontractors and material suppliers, in form and content satisfactory to Owner, stipulating that all costs for labor and materials incurred in the previous month have been paid to subcontractors, material suppliers, laborers and equipment lessors. An Application for Payment shall not include requests for payment of amounts Contractor does not intend to pay to a subcontractor or material supplier.

In no instance shall payments exceed Ninety percent (90%) of the net value of stored materials or equipment. The requirements for storage and payment for such designated materials shall follow the requirements of the Contract Documents.

B. PAYMENT OF SUBCONTRACTORS. The Contractor agrees to assume and does assume full and exclusive responsibility for the payment of subcontractors in compliance with Ind. Code § 36-1-12-13. The Agreement is expressly made an obligation covered by the Contractor's Payment Bond and Performance Bond obligation. The obligation of the surety shall not in any way be affected by the bankruptcy, insolvency, or breach of contract of the Contractor.

The making of an incorrect certification by the Contractor shall be considered a substantial breach of contract on the part of the Contractor. Based on a breach of contract, the Owner may, in addition to all other remedies, withhold all payments not yet made and recover all payments previously made less that amount which has actually been paid to subcontractors by the Contractor. The obligation is hereby created on the part of the Contractor to return all such payments previously made in such case. Upon receipt of a

progress payment, Contractor shall pay promptly all valid bills and charges for materials, equipment, labor and other costs in connection with or arising out of the Work and will hold Owner free and harmless from and against all liens and claims of liens for such materials, equipment, labor and other costs, or any of them, filed against the Project or the site, or any part thereof, and from and against all expenses and liability in connection therewith including, but not limited to, court costs and attorneys' fees. Should any lien or claim of lien be filed of record against the Project or the site, or should Owner receive notice of any claim or of any unpaid bill in connection with the Work, Contractor shall forthwith either pay or discharge the same and cause the same to be released of record or shall furnish Owner with appropriate indemnity in form and amount satisfactory to Owner.

C. WITHHOLDING OF PAYMENT. If any claim or lien is made or filed with or against Owner, the Project, the real estate, or contract proceeds by any person claiming that Contractor or any subcontractor or any person for whom Contractor is liable has failed to make payment for labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work, or if at any time there shall be evidence of such non-payment or of any claim or lien which is chargeable to Contractor, or if Contractor or any subcontractor or other person for whom Contractor is liable causes damages to the Work, or if Contractor fails to perform or is otherwise in default under any of the terms or provisions of the Contract Documents, Owner shall have the right to retain from any payment then due or thereafter to become due an amount which it deems sufficient to (1) satisfy, discharge and/or defend against such claim or lien or any action which may be brought or judgment which may be recovered thereon, (2) make good any such non-payment, damage, failure or default, and (3) compensate Owner for and indemnify him against any and all losses, liability, damages, costs, and expenses, including attorneys' fees and disbursements which may be sustained or incurred in connection therewith. Owner shall have the right to apply and charge against Contractor so much of the amount retained as may be required for the foregoing purposes. If the amount retained is insufficient therefore, Contractor shall be liable for the difference.

If Owner withholds any payment, partial or final; from Contractor, Owner may, but shall not be obligated or required to, make direct or joint payment on behalf of Contractor for any part or all of such sums due and owing to said subcontractors, material suppliers, equipment lessors and/or laborers for their labor, materials or equipment furnished to the Project, not to exceed the Contract Sum remaining due and owing to Contractor, and charge all such direct payments against the Contract Sum; provided, however, that nothing contained in this paragraph shall create any personal liability" on the part of Owner to any Subcontractor, material supplier, equipment lessor or laborer, or any direct contractual relationship between Owner and them.

D. FINAL PAYMENT. When the Contractor completes the work in accordance with the Contract Documents and in an acceptable matter as determined by the Engineer, the

Contractor will prepare a final estimate for the work performed and will furnish the Engineer with a copy of the final estimate. Final payment shall not become due until Contractor submits (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Owner or Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents will remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to Owner, (3) a written statement that Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, and (5) affidavit and waiver of liens from all subcontractors, material suppliers and equipment suppliers used in the prosecution of the work.

The Engineer, acting on behalf of the Owner, will then certify to the County Auditor the balance due the contractor and the certificate will be deemed evidence of final acceptance of the completed Agreement by the Owner. Owner will make final payment to the Contractor within sixty (60) days after final acceptance and completion of the Agreement. Final payment may not be made on any amount that is in dispute, but final payment may be made on the part of the Contract Sum or those amounts not in dispute. Acceptance of final payment by Contractor shall constitute a waiver of claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of final payment.

E. INTEREST. Unless otherwise expressly provided in the Contract Documents, payments due to Contractor under the terms of the Contract Documents and unpaid shall bear no interest and Contractor shall be entitled to no interest, statutory or otherwise. In the event Owner is entitled to withhold payment under the Contract Documents, or in the event of a good faith dispute between Owner and Contractor, no interest shall accrue.

4. DATE OF COMMENCEMENT AND COMPLETION. Contractor shall commence work promptly upon receipt of written notice from Owner to proceed with the Work, and Contractor shall achieve completion in accordance with the Contract Documents, subject to the Road Closure limitations and any adjustments authorized by Owner ("Contract Time"). The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined. Time limits stated in the Contract Documents are of the essence of this Agreement. By executing this Agreement, Contractor confirms that the Contract Time is a reasonable period for performing the Work. Contractor shall not knowingly, except by agreement or instruction of Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by the Contract Documents.

A. COMMENCEMENT. It is not incumbent upon Owner to notify Contractor when to begin (other than the notice to proceed), cease or resume Work, to give early notice of the rejection of faulty Work, nor in any way to superintend so as to relieve Contractor of responsibility or of any consequence of neglect or carelessness by Contractor or its subordinates. All materials and labor shall be furnished at such time as shall be for the best interest of all trades concerned, to the end that the combined Work of all may be properly and fully completed in accordance with the progress schedule.

5. MISCELLANEOUS PROVISIONS.

A. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Indiana.

B. SUCCESSORS AND ASSIGNS. Owner and Contractor respectively bind themselves, their successors, assigns and legal representatives to the other party hereto in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to this Agreement shall assign this Agreement without the written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under this Agreement.

C. WRITTEN NOTICE. Written notice shall be deemed to have been duly served if delivered in person to the individual or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

D. RIGHTS AND REMEDIES. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law. No act or failure to act by Owner or Contractor shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence thereunder.

6. ENTIRE AGREEMENT. The Contract Documents form the Contract for Construction and represent the entire and integrated agreement between the parties hereto and supersede any and all prior negotiations, representations, or agreements, whether written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between Owner and any subcontractor or (2) between any persons or entities other than Owner and Contractor.

IN WITNESS WHEREOF, the Contractor does hereby accept the foregoing agreement and has hereunder set his hand this 2 day of March, 2021.

Contractor: Milestone Contractors, L.P.
(Business Name)

By: 
(Signature)



Kenneth M. Walker
(Printed)

Director of Estimating
(Title)

STATE OF INDIANA

) SS:

COUNTY OF Tippecanoe

Before me, the undersigned notary public, on this 2 day of March, 2021,
Kenneth M. Walker personally appeared as Contractor and being duly sworn,
acknowledged the execution of the above Agreement.


(Notary Public - Signature)

Thomasina L. Nelson
(Notary Public - Printed)



My Commission Expires: August 30, 2023

Residing in Tippecanoe County, Indiana.

IN WITNESS WHEREOF, the Owner does hereby accept the foregoing agreement and has hereunder set his hand this _____ day of _____, 2021.

Board of Commissioners, Montgomery County,
Indiana



By: _____
(Signature)

John Frey, President
(Printed Name & Title)

By: _____
(Signature)

Jim Fulwider, Vice President
(Printed Name & Title)

By: _____
(Signature)

Dan Guard, Member
(Printed Name & Title)

ATTEST:

Jennifer Andel, Montgomery County Auditor

Resolution 2021-6

Tuesday, March 02, 2021 1:25 PM

Montgomery County Board of Commissioners

Resolution No. 2021-6

A RESOLUTION OF ASSIGNMENT OF COMMISSIONERS' TAX SALE CERTIFICATES FOR CERTAIN PARCELS TO THE CITY OF CRAWFORDSVILLE

WHEREAS, under Indiana Code §6-1.1-24-9(d) and §36-1-11-8, the Board of Commissioners may assign Commissioners' Tax Sale Certificates for real estate acquired under Indiana Code §6-1.1-24-6 to a political subdivision that the real estate is located in; and

WHEREAS, the Mayor of Crawfordsville has notified the Board that the City is willing to accept assignment of certain properties' tax certificates in order to facilitate the remediation of these parcels; and

WHEREAS, the Board and the Mayor of Crawfordsville have agreed to an assignment of certain certificates from the County to the City; and

WHEREAS, the Board finds that it is in the best interests of the citizens of Montgomery County to assign to the City of Crawfordsville the Tax Sale Certificates, as provided for in Indiana Code §6-1.1-24-9(d) and §36-1-11-8, for the following properties:

1. Shaun L. Pyle – Sale Identification 542000177 (Parcel 54-10-05-223-139.000-030) – 809 South Walnut Street, Crawfordsville; and

2. Aaron and Rosemary Wall -- Sale Identification 542000178 (Parcel ID 54-10-05-223-140.000-030) – 810 South Walnut Street, Crawfordsville.

IT IS, THEREFORE, RESOLVED that the Tax Sale Certificates for the following properties are hereby assigned to the City of Crawfordsville, pursuant to Indiana Code §6-1.1-24-9(d) and §36-1-11-8:

1. Shaun L. Pyle – Sale Identification 542000177 (Parcel 54-10-05-223-139.000-030) – 809 South Walnut Street, Crawfordsville; and

2. Aaron and Rosemary Wall -- Sale Identification 542000178 (Parcel ID 54-10-05-223-140.000-030) – 810 South Walnut Street, Crawfordsville.

IT IS FURTHER RESOLVED that these assignments are conditioned upon the Crawfordsville City-Council adopting a reciprocal resolution accepting the assignment of these certificates, as provided for in Indiana Code §36-1-11-8;

IT IS FURTHER RESOLVED that the period of redemption of these parcels of real estate under Indiana Code §6-1.1-25 is 120 days after the date of the assignment and the City of Crawfordsville must transmit the notices required under Indiana Code §6-1.1-25-4.5 no later than 90 days after the assignment.

IT IS FURTHER RESOLVED that the President of the Board of Commissioners is hereby given the authority to sign any and all documents necessary to effectuate this assignment.

This resolution is hereby passed and adopted at the Board of Commissioners' regular meeting on the 8th day of March, 2021.

A MAJORITY OF THE
MONTGOMERY COUNTY BOARD
OF COMMISSIONERS:

John Frey, President

James D. Fulwider, Vice President

Dan Guard, Member

Attest:

Jennifer Andel, Auditor

Montgomery County Board of Commissioners

Resolution No. 2021-6

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WHEREAS, the Mayor of Crawfordsville has notified the Board that the City is willing to accept assignment of certain properties' tax certificates in order to facilitate the remediation of these parcels; and

WHEREAS, the Board and the Mayor of Crawfordsville have agreed to an assignment of certain certificates from the County to the City; and

WHEREAS, the Board finds that it is in the best interests of the citizens of Montgomery County to assign to the City of Crawfordsville the Tax Sale Certificates, as provided for in Indiana Code §6-1.1-24-9(d) and §36-1-11-8, for the following properties:

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IT IS FURTHER RESOLVED that the President of the Board of Commissioners is hereby given the authority to sign any and all documents necessary to effectuate this assignment.

This resolution is hereby passed and adopted at the Board of Commissioners' regular meeting on the 8th day of March, 2021.

A MAJORITY OF THE
MONTGOMERY COUNTY BOARD
OF COMMISSIONERS:

John Frey, President

James D. Fulwider, Vice President

Dan Guard, Member

Attest:

Jennifer Andel, Auditor

Final Reading: Ordinance 2021-08

Tuesday, March 02, 2021 8:22 AM

Montgomery County Board of Commissioners

Ordinance 2021 – 08

An Ordinance Re-Establishing the Cumulative Capital Development Fund

Whereas, the Montgomery County Board of Commissioners previously established a Cumulative Capital Development Fund (“CCD Fund”) and imposed a tax levy for it under Indiana Code §6-1.1-41 to provide money for authorized purposes for which property taxes may be imposed in accordance with Indiana Code §36-9-14.5, including but not limited to construction, remodeling and repair of the courthouse, construction, repair, remodeling, enlargement of and equipment for a county jail or juvenile detention facility, the purchase, lease or payment of all or part of the motor vehicles for the community corrections program, purchase, construction and maintenance of public buildings and equipment therefor, acquisition of land and improvements that are necessary for construction of public buildings, for the demolition of any improvements on land to be acquired to level grade and prepare land for construction of a public building, provide funds for a cumulative drainage fund, acquire land or rights-of-way to be used for public ways or sidewalks, construction and maintenance of public ways or sidewalks, acquire land or rights-of-way for the construction of sanitary sewers or storm sewers, or both, to construct or maintain sanitary sewers or storm sewers or both, to purchase, lease or pay for all or part of a utility, to

acquire, by purchase or lease, land, buildings or rights-of-way for the use of any utility that is acquired or owned by the County, to purchase or acquire land, with or without buildings, for park or recreational purposes, to purchase, lease or pay all or part of the purchase price of motor vehicles for the use or any combination of the police, community corrections program or fire department, to retire in whole or part or in part any general obligation bonds of the County, to purchase or lease equipment and other non-consumable personal property needed for any public transportation use, to purchase or lease equipment to be used to illuminate a public way or sidewalk, to purchase, lease, upgrade, maintain or repair computer hardware, computer software, wiring and computer networks, communication access systems used to connect with computer networks or electronic gateways, to pay for the services of full-time or part-time computer maintenance employees, to conduct nonrecurring in-service technology training of employees, and to purchase body armor for active members of the County police department; and

Whereas, the Board of Commissioners desires to re-establish the CCD Fund and maintain the tax rate at the maximum rate allowed by law; and

Whereas, the current tax rate for the CCD Fund is \$0.0333 per \$100 of assessed valuation, and the maximum property tax rate for the CCD Fund under Indiana Code §36-9-14.5 is \$0.0333 per \$100 of assessed valuation; and

Whereas, the Board of Commissioners desires to re-establish the CCD Fund and to maintain the tax rate for the fund to \$0.0333 per \$100 of assessed valuation; and

Whereas, the Commissioners provided to the taxpayers of Montgomery County notice of this proposed ordinance and of the public hearing, as required by Indiana Code §5-3-1, by publishing on February 10, 2021 and February 17, 2021 notice of the public hearing in the *Journal Review* and *The Paper of Montgomery County*, two newspapers of general circulation in Montgomery County, Indiana; and

Whereas, the Commissioners conducted a public hearing on the proposed ordinance on February 22, 2021 at which time no taxpayers testified regarding the proposed tax rate; and

Whereas, the Commissioners have purposes for which the funds can be spent and desire to maintain the CCD Fund's tax rate at the maximum amount allowed by Indiana Law; and

Whereas, the Commissioners introduced this ordinance on February 22, 2021; and

Whereas, the Commissioners find that the Cumulative Capital Development Fund should be re-established and that the tax rate should be maintained at \$0.0333 per \$100 assessed valuation.

It is therefore ordained by the Montgomery County Board of Commissioners that:

Section 1. Cumulative Capital Development Fund Re-Establishment.

The Montgomery County Board of Commissioners hereby re-establishes the Cumulative Capital Development (CCD) Fund pursuant to Indiana Code §6-1.1-41, to be used for all purposes allowed and set forth in Indiana Code §36-9-14.5, including but not limited to construction, remodeling and repair of the courthouse, construction, repair, remodeling, enlargement of and equipment for a county jail or juvenile detention facility, the purchase, lease or payment of all or part of the motor vehicles for the community corrections program, purchase, construction and maintenance of public buildings and equipment therefor, acquisition of land and improvements that are necessary for construction of public buildings, for the demolition of any improvements on land to be acquired to level grade and prepare land for construction of a public building, provide funds for a cumulative drainage fund, acquire land or rights-of-way to be used for public ways or sidewalks, construction and maintenance of public ways or sidewalks, acquire land or rights-of-way for the construction of sanitary sewers or storm sewers, or both, to construct or maintain sanitary sewers or storm sewers or both, to purchase, lease or pay for all or part of a utility, to acquire, by purchase or lease, land, buildings or rights-of-way for the use of any utility that is acquired or owned by the County, to purchase or acquire land, with or without buildings, for park or recreational purposes, to purchase, lease or pay all or part of the purchase price of motor vehicles for the use or any combination of the police, community corrections program or fire department, to retire in whole or part or in part any general obligation bonds of the County, to purchase or lease equipment and other non-consumable personal property needed for any public transportation use, to purchase or lease equipment to be used to illuminate a public way or sidewalk, to purchase, lease, upgrade, maintain or repair computer hardware, computer software, wiring and computer networks, communication access systems used to connect with computer networks or electronic gateways, to pay for the services of full-time or part-time computer maintenance employees, to conduct nonrecurring in-service technology training of employees, and to purchase body armor for active members of the County police department, and now establish the rate to be Three and thirty-three one-hundredths cents (\$0.0333) per One Hundred Dollars (\$100.00) of assessed valuation on all taxable real and personal property in Montgomery County, Indiana.

Section 2. Tax Rate. The County Board of Commissioners now levies a tax on all real and personal property in Montgomery County to provide funds to the CCD Fund, with a tax rate of \$0.0333 on each \$100 of assessed valuation. This tax rate will be levied beginning with taxes for 2021 and payable in 2022.

Section 3. Publication of Notice of Adoption. The Auditor shall publish a notice of this ordinance's adoption within seven (7) days of its adoption.

Section 4. DLGF Approval. This ordinance is subject to the Indiana Department of Local Government Finance's approval. The Commissioners direct the County Auditor to submit to the Indiana Department of Local Government Finance a certified copy of this ordinance, the Notice of the Board's February 22, 2021 public hearing, the Notice of Adoption, and all proofs of publication for both Notices. This submission for the Department of Local Government Finance's approval must be made before April 30, 2021 all as provided in Indiana Code § 6-1.1-41-4.

Section 5. Advertisement. The Auditor shall annually advertise this tax levy in the same manner as other tax levies are advertised.

Section 6. Repeal of Conflicting Ordinances. The provisions of all other County ordinances in conflict with the provisions hereof, if any, are of no further force or effect and are hereby repealed.

Section 7. Duration and Effective Date. The provisions of this Ordinance shall become effective immediately and remain in full force and effect until repealed by ordinance.

Adopted this 8th day of March, 2021.

Montgomery County, Indiana
Board of Commissioners

Voting Yes:

Voting No:

John Frey, President

James D. Fulwider, Vice President

Dan Guard, Member

Attest:

Jennifer Andel, Auditor

Final Reading: Ordinance 2021-09

Tuesday, March 02, 2021 8:22 AM

Montgomery County Board of Commissioners

Ordinance 2021 – 09

An Ordinance Re-Establishing the Cumulative Bridge Fund

Whereas, the Montgomery County Board of Commissioners has expressed a desire to re-establish and maintain a Cumulative Bridge Fund (“Cum Bridge Fund”), as provided for in Indiana Code §8-16-3, and impose a tax levy on all real and personal property in Montgomery County, under Indiana Code §6-1.1-41, to provide money for the construction, repair, maintenance and inspection of bridges in Montgomery County; and

Whereas, the tax rate for 2021 for the Cumulative Bridge Fund is \$0.075 per \$100 of assessed valuation, and the maximum property tax rate for the Fund per Indiana Code §8-16-3 is \$0.10 per \$100 of assessed valuation; and

Whereas, the Commissioners provided to the affected taxpayers of Montgomery County notice of this proposed ordinance and of the public hearing, as required by Indiana Code §5-3-1, by publishing on February 10, 2021 and February 17, 2021 notice of the public hearing in the *Journal Review* and *The Paper of Montgomery County*, two newspapers of general circulation in Montgomery County, Indiana; and

Whereas, the Commissioners conducted a public hearing on the proposed ordinance on February 22, 2021 at which time no taxpayers testified

regarding the re-establishment of the Cumulative Bridge Fund and the proposed increase in the tax rate of such Fund; and

Whereas, the Commissioners introduced this ordinance on February 22, 2021; and

Whereas, the Indiana Department of Local Government Finance may, under Indiana law, adjust the County's maximum tax rate for the Cumulative Bridge Fund based on trending and reassessment of taxable property located in the County, and the proposed tax increase is subject to approval by the Department; and

Whereas, the Commissioners have a purpose for which the funds can be spent, specifically the construction, repair, maintenance and inspection of bridges, and desire to reestablish the tax rate of the Cumulative Bridge Fund at the proposed rate of \$0.075 per \$100 assessed valuation; and

Whereas, the Commissioners find that the Cumulative Bridge Fund should be re-established and that the tax rate for the Cumulative Bridge Fund should be \$0.075 per \$100 assessed valuation.

It is therefore ordained that the Montgomery County Board of Commissioners enact:

Section 1. Cumulative Bridge Fund Re-Establishment. The Montgomery County Board of Commissioners hereby re-establishes the Cumulative Bridge Fund pursuant to Indiana Code §6-1.1-41, to be used for the purposes allowed and set forth in Indiana Code §8-16-3, including the construction, repair, maintenance and inspection of bridges, and now establish the rate to be \$0.075 per \$100 assessed valuation on all taxable real property and personal property in Montgomery County, Indiana.

Section 2. Tax Rate. The County Board of Commissioners now levies a tax on all real and personal property in Montgomery County to provide funds to the Cumulative Bridge Fund. The property tax will not exceed \$0.075 on each \$100 of assessed valuation. This tax rate will be levied beginning with taxes for 2021, due and payable in 2022.

Section 3. DLGF Approval. The County Board of Commissioners directs the County Auditor to submit, to the Indiana Department of Local Government Finance, all proofs of publication of the notices to taxpayers and the Commissioner's public hearing held on February 22, 2021 and a certified copy of this ordinance, as provided by Indiana Code § 6-1.1-41-4, as the County's proposal for re-establishing the Cumulative Bridge Fund and imposing a tax levy by the County to be approved by the Department of Local Government Finance. This proposal must be submitted to the Indiana Department of Local Government Finance before May 1, 2021, in accordance with Indiana Code § 6-1.1-41-5. This ordinance is subject to the approval of the Indiana Department of Local Government Finance.

Section 4. Publication of Notice of Adoption. The Auditor shall publish notice of adoption of this ordinance within seven (7) days of the adoption of this ordinance.

Section 5. Advertisement. The Auditor shall annually advertise this tax levy in the same manner as other tax levies are advertised.

Section 5. Repeal of Conflicting Ordinances. The provisions of all other County ordinances in conflict with the provisions hereof, if any, are of no further force or effect and are hereby repealed.

Section 6. Duration and Effective Date. The provisions of this Ordinance shall become effective immediately and remain in full force and effect until repealed by ordinance.

Adopted this 8th day of March, 2021.

Montgomery County, Indiana
Board of Commissioners

Voting Yes:

Voting No:

John Frey, President

James D. Fulwider, Vice President

Dan Guard, Member

Attest:

Jennifer Andel, Auditor

Final Reading: Ordinance 2021-11

Tuesday, March 02, 2021 8:22 AM

Montgomery County Board of Commissioners

Ordinance 2021-11

An Ordinance Amending the Speed Limits on County Road 300 North and Glen Way Drive

WHEREAS, the Board of Commissioners periodically review speed limits in order to promote traffic and pedestrian safety; and

WHEREAS, as a result of these reviews, the Board has identified the need to lower the presumptive speed limit on County Road 300 North between County Road 100 West and County Road 200 West and the need to add Glen Way Drive to the speed schedules contained in the County Code; and

WHEREAS, in order to promote safety for vehicles on County Road 300 North from County Road 100 West and County Road 200 West, the Board finds that the posted speed limit on this segment of County Road 300 North should be changed to 35 miles per hour and that this reduction in speed limit will promote traffic safety as vehicles travel on this road; and

WHEREAS, the Board also finds that Glen Way Drive should be added to the speed schedules contained in the County Code and that the speed limit should be 30 miles per hour.

NOW, THEREFORE, IT IS ORDAINED by the Montgomery County Board of Commissioners that the speed limit on County Road 300 North from County Road 100 West to County Road 200 West is changed to 35 miles per hour, that Glen Way Drive is hereby added to the speed schedules contained in the County Code with a

speed limit of 30 miles per hour, and that Schedule IV of Chapter 70 of the County Code is amended to reflect these changes in speed limits.

IT IS FURTHER ORDAINED that the County Highway Superintendent shall post the appropriate signs in order to notify all persons of the new speed limit, and this new speed limit will become effective as soon as new speed limit signs are posted.

IT IS FURTHER ORDAINED that all other provisions of Schedule IV of Chapter 70 of the County Code which are not expressly amended by this ordinance will remain in full force and effect.

Adopted this ~~22nd~~^{8th} day of ~~February~~^{MARCH}, 2021.

Montgomery County
Board of Commissioners:

John Frey, President

James D. Fulwider, Vice President

Dan Guard, Member

Attest: _____
Jennifer Andel, Auditor

SCHEDULE IV. SPEED LIMITS.

(A) A person who drives any type vehicle in the county shall obey all posted speed limits on all roads.

(B) Any person who violates posted speed limits commits a Class C infraction.

<i>Road</i>	<i>Location</i>	<i>Speed Limit</i>
All county school zones		30 mph
All public roads in Eastern Acres subdivision		20 mph
Black Creek Valley Road (Old Waynetown Road)		30 mph
Bowers Road	From CR 1000 east to CR 900 east	30 mph
Brenda Avenue		20 mph
Bruce Street		30 mph
Cadillac Drive		30 mph
Campbell Street		20 mph
Center Lane		20 mph
College Street		30 mph
Concord Road	From baseline north (U.S. 231) to CR 400 north	40 mph
Country Club Court		30 mph
Country Club Road		30 mph
CR 50 South	From Schenck Road to Country Club Road	30 mph
CR 100 West	From Crawfordsville City limits to CR 1100 North	40 mph
CR 100 West	From SR 234 West to CR 700 South	35 mph
CR 150 South	From Ladoga Road to Nucor Road	35 mph
CR 150 South	From Ladoga Road to SR 47	30 mph
CR 225 West	From 700 South to SR 234	35 mph
CR 225 West	From Black Creek Valley Road to County Club Road	45 mph
CR 275 West	Between Old SR 55 and SR 136	35 mph
CR 275 West	From CR400 South to CR450 South	40 mph
CR 300 South	Between SR 47 and Keller Road	40 mph
CR 300 South	From US 231 to SR 47	30 mph
CR 300 South	From US 231 east to Ladoga Road	45 mph
CR 300 South	CR 830 west and CR 1000 West (County Line Road and Mountain Road)	35 mph
CR 300 North	From CR 100 West to CR 200 West	35 mph
CR 325 West	From SR 32 west to CR 300 south	40 mph

CR 400 North	From SR 231 to Old 55	40 mph
CR 400 South	From SR 47 south to CR 275 west	40 mph
CR 400 South	Between SR 231 and CR 200 East	40 mph
CR 400 South	Between SR 47 and US 231 South	45mph
CR 400 East	From SR32 East to Traction Road	30 mph
CR 400 West	From SR32 West to SR 136 West	45 mph
CR 400 West	From CR 450 South to CR 600 South	40 mph
CR425 East	From SR32 to SR136	40 mph

CR 450 South	From CR 275 west to CR 400 west	40 mph
CR 500 North	From CR 275 east to Darlington City limits	40 mph
CR 500 South	From State Road 136 East to CR 500 east	40 mph
CR 500 South	From CR 500 east to Ladoga Road	40 mph
CR 550 East	From U.S. 136 to south to CR 500 south	30 mph
CR 550 North	From U.S. 231 to CR 275 east	50 mph
CR 550 South	From State Road 47 to Lancaster Dr.	35 mph
CR 570 North	From 450 east to 500 East	35 mph
CR 600 South	From SR 47 to CR 400 west	40 mph
CR 600 South	From US 231 to New Market city limits	40 mph
CR 600 South	From west New Market city limits to SR 47 West	40 mph
CR 625 East	From SR 47 to SR 32	40 mph
CR 700 East	From Darlington city limits to CR 575 north	40 mph
CR 700 East	From CR 575 north to CR 1200 north	50 mph
CR 700 South	From CR 100 West to CR 225 West	
CR 750 West	From CR 1150 south to county line	30 mph
CR 750 West	From SR 47 to CR 1000 South	30 mph
CR750 South	From County Line to CR 950 West	40 mph
CR 800 South	From SR 234 to CR 950 west	40 mph
CR 950 West	From CR 800 south to CR 750 south	40 mph
CR 750 South	From CR 950 to Montgomery County Line	40 mph
CR 950 East		40 mph
CR 950 West	From CR 800 South to CR 750 South	40 mph
CR 975 East		40 mph
CR 1000 East	North of US 32	40 mph
Division Road	From CR 400 west to CR 600 west	40 mph
Garden Street		30 mph
Glen Way Drive		30 mph
Ladoga Road	From CR150 south to CR 200 south	45 mph
Ladoga Road	From CR 200 south to CR 400 south	50 mph
Ladoga Road	From CR 400 south to Nucor Road	40 mph

Ladoga Road	From CR 500 south to Garden Street	50 mph
Little Turtle Trail		20 mph
Meahme Trail		20 mph
Nucor Road	From U.S. 32 south to CR 500 south	45 mph
Oak Hill Road	From city limits of Crawfordsville To Old State Road 55	30 mph
Old Oak Hill Road		30 mph
Placid Place		20 mph
Pleasant Run		20 mph
Rock River Ridge Road		30 mph
Stoneybrook Lane	Stone Crest Subdivision	30 mph
Traction Road	Base line east	30 mph
Tranquil Trail		20 mph
Wade Court	Stone Crest Subdivision	30 mph
Weemiak Trail		20 mph
Willowbrook Road		30 mph

(Ord. passed 10-20-98; Ord. passed 10-20-98; Ord. 98-8, passed 12-15-98; Am. Ord. passed 11-23-99;
Am. Ord. passed 12-7-99; Am Ord. passed 12-7-99; Am. Ord. passed 12-5-00; Am. Ord.
passed 12-1900; Am. Ord. passed 12-11-01; Am. Ord. passed 12-28-01; Am. Ord. passed 4-9-
02; Am Ord. passed 5-
28-02; Am Ord. passed 8-12-03; Am. Ord. passed 1-14-03; Am. Ord. 2005-11, passed 4-12-
05; Am. Ord.
2006-04, passed 1-10-06; Am. Commissioners Ord. 2008-12, passed 7-28-08; Am.
Commissioners Ord.
2008-14, passed 8-25-08); Am. Commissioners Ord. 2009-7, passed 9-14-09. Am.
Commissioners Ord.
2012-5, passed 11-24-14. Am. Commissioners Ord. 2014-5, passed 11-24-14. Penalty, see §
10.99; Am Commissioners Ord. 2106-18, passed 6-27-16. Am. Commissioners Ord. 2019-2,
passed 1-4-19. Am. Commissioners Ord. 2019-9, passed 4-8-19. Am. Commissioners Ord.
2019-12, passed 4-8-19. Am Commissioners Ord. 2020-___, passed 1-11-21.

Introduction: Ordinance 2021-12

Tuesday, March 02, 2021 11:59 AM

Montgomery County Board of Commissioners

Ordinance 2021-12

An Ordinance Amending the County's Policies to Require Criminal Background Checks

WHEREAS, the Board of Commissioners periodically reviews County policies in order to manage risk related to providing government services and receives recommendations from the Risk Management Committee; and

WHEREAS, as a result of these reviews and recommendations, the Board has determined that criminal background checks should be required for all persons applying for employment with the County government; and

WHEREAS, the Board has recently entered into an agreement with Safe Hiring Solutions to provide background check services; and

WHEREAS, the Board also finds that the County's policies should be amended to require criminal background checks of all persons applying for employment with the County government.

NOW, THEREFORE, IT IS ORDAINED by the Montgomery County Board of Commissioners that a new section, namely Section 36.34 is hereby added to the County Code and that this new section will read as follows:

“§36.34 CRIMINAL HISTORY BACKGROUND CHECKS REQUIRED

- (A) Criminal History Background Checks Required.** Hiring agents of Montgomery County shall cause a criminal history background check for all persons applying for employment with the County government. These checks must be completed prior to employment of the person applying for the position.

- (B) **Vendor.** Montgomery County has engaged a vendor to provide these criminal history background checks, and the hiring agent will coordinate the use of this service with the County Administrator.
- (C) **Use of Information.** Hiring agents will evaluate the information received from a criminal history background check and use the information, along with other information gathered from the applicant, in order to make hiring decisions. Applicants will not be automatically disqualified from employment because of the existence of a criminal history; rather, this information will be considered along with other information, and the hiring agent will consider the totality of the circumstances in order to make hiring decisions.
- (D) **Condition of Consideration.** Any person who applies for employment must consent to and authorize the background check as a condition of being a candidate for a position of employment with the County government.
- (E) **Exemption.** The Sheriff may utilize a separate service for background checks as part of the Sheriff's hiring process, and the Sheriff, the Sheriff Merit Board or other entity making the hiring decision for a position in the Sheriff's Department may use the information gathered from such background checks in any lawful manner.

(Added by Ordinance 2021- 12, adopted March 22, 2021)"

IT IS FURTHER ORDAINED that the County Administrator will inform all hiring personnel of this new policy.

IT IS FURTHER ORDAINED that all other provisions of the County Code which are not expressly amended by this ordinance will remain in full force and effect.

Adopted this 22nd day of March, 2021.

Montgomery County
Board of Commissioners:

John Frey, President

James D. Fulwider, Vice President

Dan Guard, Member

Attest: _____
Jennifer Andel, Auditor

Introduction: Ordinance 2021-13

Tuesday, March 02, 2021 11:53 AM

Montgomery County Board of Commissioners

Ordinance 2021-13

An Ordinance Amending the County's Policies to Include HIPAA Policy, Amending Section 4.09 of the Employee Handbook and Approving HIPAA Plan

WHEREAS, the Board of Commissioners periodically reviews County policies in order to manage risk related to providing government services and receives recommendations from the Risk Management Committee; and

WHEREAS, as a result of these reviews and recommendations, the Board has determined that the County's HIPAA Policy, currently found in Section 4.09 of the Employee Handbook, should be added to Chapter 36 where the County policies are located; and

WHEREAS, the County Attorney has recommended certain clarifying changes to Section 4.09 of the Employee Handbook; and

WHEREAS, in order to implement the HIPAA Policy, the County Attorney and County Administrator have prepared a HIPAA plan and requested that the plan be approved; and

WHEREAS, the Board finds that the insertion of the HIPAA policy into Chapter 36, the amendment of Section of 4.09 of the Employee Handbook, and adoption of the HIPAA Plan all further the County's interest in safeguarding protected health information and that these changes are in the best interests of the citizens of Montgomery County and should be approved.

NOW, THEREFORE, IT IS ORDAINED by the Montgomery County Board of Commissioners that a new section, namely Section 36.35 is hereby added to the County Code and that this new section will read as follows:

**“§36.35 HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT
(HIPAA) POLICY**

(A) HIPAA Policy. The County will comply with all applicable portions of the Health Insurance Portability & Accountability Act of 1996 (HIPAA) in order to safeguard the protected health information of its employees and persons covered under the County’s benefit plans and to comply with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rules) issued by the United States Department of Health and Human Services. For purposes of this policy, the term “protected health information” means any information that identifies the patient that relates to the patient’s past, present or future physical condition, mental condition, or payment for medical expenses. In order to safeguard protected health information of its employees and persons covered under its benefit plans, the County will take all steps necessary to reasonably safeguard protected health information from any intentional or unintentional use or disclosure that is in violation of the standards of HIPAA. The County has implemented a plan to reasonably safeguard protected health information. Employees or other persons who have complaints regarding the County’s policies or procedures or conduct regarding its duties under HIPAA should submit a written complaint to his or her department head and to the County Administrator. Upon receipt of the complaint, the County Administrator will notify the County Attorney and the Grievance Committee (the Board of Commissioners). The Grievance Committee respond to any such complaint within ten (10) days of receipt of the grievance. The County’s response will be in writing and will be delivered to the employee filing the complaint.

(B) Discipline for Violating Policy. All employees have a duty to comply with this policy and to protect the protected health information of other employees and other persons covered under the County’s benefit plans. Employees violating the County’s policies, procedures and/or HIPAA will be subject to discipline for such violation.

(C) Breach. To the extent that the County discovers a harmful effect of a violation of its policies and/or procedure, the County will take all necessary action to mitigate such effects.

(D) No Retaliation. The County will not retaliate or intimidate any employee or other person who exercises his or her rights under the County’s policies, procedures of HIPAA.

(E) No Waiver of Rights. The County will not require an employee or other person covered under the County’s benefit plan to waive his or her rights under HIPAA as a condition of the provision of treatment, payment, enrollment in a health plan or

eligibility for benefits. In order to ensure that no waiver of rights is required under the County's health insurance plan, the County will review all enrollment materials.

(Added by Ordinance 2021- 13, adopted March 22, 2021)"

IT IS FURTHER ORDAINED that Section 4.09 of the Employee Handbook is hereby amended to read as follows:

4.09 HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA) POLICY

4.09.1 HIPAA Policy. The County will comply with all applicable portions of the Health Insurance Portability & Accountability Act of 1996 (HIPAA) in order to safeguard the protected health information of its employees and persons covered under the County's benefit plans and to comply with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rules) issued by the United States Department of Health and Human Services. For purposes of this policy, the term "protected health information" means any information that identifies the patient that relates to the patient's past, present or future physical condition, mental condition, or payment for medical expenses. In order to safeguard protected health information of its employees and persons covered under its benefit plans, ~~do so~~, the County will take all steps necessary to reasonably safeguard protected health information from any intentional or unintentional use or disclosure that is in violation of the standards of HIPAA. The County has implemented a plan to reasonably safeguard protected health information. Employees **or other persons** who have complaints regarding the County's policies or procedures or conduct regarding its duties under HIPAA should submit a written complaint to his or her department head and to ~~the County Administrator~~ **the Board of Commissioners**. Upon receipt of the complaint, ~~the department head~~ **County Administrator** will notify the County Attorney **and the Grievance Committee (the Board of Commissioners)**. ~~The Grievance Committee~~ **County will properly document its receipt of the complaint and then** respond to any such complaint within ten (10) days **of receipt of the grievance**. The County's response will be in writing and will be delivered to the employee filing the complaint.

4.09.2 Discipline for Violating Policy. All employees have a duty to comply with this policy and to protect the protected health information of other employees and other persons covered under the County's benefit plans. Employees violating the County's policies, procedures and/or HIPAA will be subject to discipline for such violation.

4.09.3 Breach. To the extent that the County discovers a harmful effect of a violation of its policies and/or procedure, the County will take all necessary action to mitigate such effects.

4.09.4 No Retaliation. The County will not retaliate or intimidate any employee or other person who exercises his or her rights under the County's policies, procedures of HIPAA.

4.09.5 No Waiver of Rights. The County will not require an employee or other person covered under the County's benefit plan to waive his or her rights under HIPAA as a condition of the provision of treatment, payment, enrollment in a health plan or eligibility for benefits. In order to ensure that no waiver of rights is required under the County's health insurance plan, the County will review all enrollment materials.

IT IS FURTHER ORDAINED that the HIPAA Plan, which is attached as "Exhibit A" is hereby approved.

IT IS FURTHER ORDAINED that the County Administrator will inform all Department Heads of the adoption of this policy, changes to Employee Handbook and adoption of the plan.

IT IS FURTHER ORDAINED that all other provisions of the County Code and Employee Handbook which are not expressly amended by this ordinance will remain in full force and effect.

Adopted this 22nd day of March, 2021.

Montgomery County
Board of Commissioners:

John Frey, President

James D. Fulwider, Vice President

Dan Guard, Member

Attest: _____
Jennifer Andel, Auditor

EXHIBIT A

Montgomery County HIPPA Plan

In order to carry out the HIPAA Policy, the County Administrator will implement this plan and regularly report to the Board of Commissioners regarding the execution of the plan and compliance with the law. This plan is designed to ensure compliance with the Privacy Rule promulgated by the United States Department of Health and Human Services, the County's HIPAA Policy, and other federal and state laws with further the purpose of safeguarding protected health information (PHI). The protections provided for by HIPAA extend to both employees and to family members of employees and others who are covered by the County's employee benefit programs. This plan will be disseminated annually to all employees.

Rule 1: Segregation

1.01. All PHI will be maintained by a supervisor or administrator in a separate file for each employee and not the employee's general personnel file. This separate file containing PHI is referred to as the HIPAA file.

1.02 All files containing PHI will be maintained by the records custodian in a locked file cabinet or password-protected electronic file.

1.03 All documents in the HIPAA file will be maintained on colored paper in order to distinguish it from other documents and to alert all persons that the documents are protected from unauthorized access.

Rule 2: Access

2.01 In order to comply with the County HIPAA policy, all access to PHI will be limited to only the following classes of persons:

1. Employees: access to employee PHI will be granted to employees for their own PHI by written request;
2. Other Covered Persons: access to the PHI of other persons will be granted to other persons for their own PHI if they are covered by one of the County's employee benefit programs;
3. Supervisors/Administrators: access to the PHI of employees or other persons will be granted to those supervisors of such employees or administrative employees if the PHI is needed for the requestor in order to carry out their job duties; and
4. Third Parties: access to PHI will be granted to third parties only by written request made by:

- a. the legal representative of an employee or other person covered;
- b. a party to litigation against an employee or other person covered;
- c. law enforcement officials seeking to obtain relevant information concerning an investigation or case involving an employee or other person covered; and
- d. the National Instant Background Check System (NICS) seeking to obtain information relevant to the issuance of a firearms permit or license.

2.02 All requests for access must be made in writing.

2.03 All requests for access must be maintained by the custodian in the HIPAA file and in a separate HIPAA access log.

2.04 Only the custodian may grant access.

2.05 All access must be documented by the custodian in the access log and must include the name, address, email, and telephone number of the person granted access, the date of access, and the purpose stated in the request.

2.07 All access to third parties must be approved by the County Administrator and County Attorney.

2.08 The custodian must document whether copies of the HIPAA file or any of its contents were made and provided to the requestor.

2.09 For all requests, the custodian must notify the employee of the request for access and obtain a consent to release from the employee.

2.10 The custodian will comply with subpoenas, warrants and other legally-required access only if approved by the County Attorney.

Rule 3 Communication

3.01 Employees and officials who have knowledge of PHI may not communicate with anyone regarding the knowledge of PHI unless the disclosure is required in the execution of the duties of the employee's job or the official's responsibilities or authorized in writing by the employee.

Rules 4 Corrections

4.01 Employees have the right to request that corrections be made to records containing their PHI. All such requests will be forwarded to the County Administrator for determination.

4.02 All determinations regarding correction will be made in writing within 10 days of receipt of the request when practicable.

Rule 5 Grievances

5.01 Any person having a grievance regarding the County's administration of this plan or the policy may file a written grievance. All grievances must be delivered to the County Administrator.

5.02 Upon receipt of a grievance, the County Administrator will acknowledge receipt to the person filing the grievance and notify the Board of Commissioners.

5.03 Within 10 days of receipt, the Board of Commissioners will investigate the grievance and make written findings. The Board may conduct a private hearing with the person filing the grievance. Written findings will be delivered to the person filing the grievance.

Rule 6 Breaches

If the County becomes aware of a breach of its policy, the County Administrator will notify all affected persons. This notice will be in writing. The County will mitigate the effects of any breach. Any employee, vendor, or official who becomes aware of a breach has an affirmative duty to report the breach to the County A-Administrator.

Rule 7 Review and Reporting

The Board of Commissioners will appoint a HIPAA Review Committee, and this Committee will annually review the administration of this plan and the policy and report to the Board regarding any violations, breaches, proposed changes to the policy or plan, and any other matter which will promote the protection of PHI.

Rule 8 Training

In order to encourage full compliance with the plan and policy, the County Administrator will ensure that annual training is conducted for all employees and officials who administer or are in position to receive PHI and that annual training is conducted for the Board. In addition, the employee handbook contains information regarding the County's policy.

Rule 9 Employee Discipline

Employees who violate the County HIPAA plan or policy will be subject to discipline.

Jail Study Report

Tuesday, March 02, 2021 8:21 AM

DLZ has completed a feasibility study and rated bed assessment for the Jail. Here is a link to the study:
https://dlz807-my.sharepoint.com/personal/kkerstiens_dlz_com/_layouts/15/onedrive.aspx?id=%2Fpersonal%2Fkkerstiens%5Fdlz%5Fcom%2FDocuments%2FMontgomery%20County%20Jail%20Study%20%2D%202021%2002%2D22%2Epdf&parent=%2Fpersonal%2Fkkerstiens%5Fdlz%5Fcom%2FDocuments&originalPath=aHR0cHM6Ly9kbHo4MDctbXkuc2hhcmVwb2ludC5jb20vOml6L2cvcGVyc29uYWwva2tlnN0aWVuc19kbHpfY29tLOViTzRNdm1Lcjc5S2w0M0pDRl9tcDVvQi1nLXNLX1BFeXEwaC1yNmowTEJZcHc_cnRpbWU9bnNncnBodmYyRWc