

Agenda

Thursday, March 21, 2024 9:54 AM

AGENDA

**MONTGOMERY COUNTY BOARD OF COMMISSIONERS MEETING
MONDAY, MARCH 25, 2024
8 AM
1580 Constitution Row - Room E109
Crawfordsville, IN 47933**

CALL TO ORDER Board President John E. Frey

PLEDGE ALLIGENCE and PRAYER

CONSENT AGENDA

Approval of Claims: AP \$2,733,630.25 & 3/22 Payroll \$473,021.85
Minutes: March 11, 2024

CERTIFICATE OF APPRECIATION - JENNIFER PURCELL

NEW BUSINESS

Deckard Work Order Agreement
Peters Franklin LTD Engagement Agreement
THRIVE West Central Agreement Grant Application Services
Schneider Geospatial Professional Services Agreement

ORDINANCES

First Reading Ordinance 2024-10: Amending Policy Prohibiting Food and Drinks at the Courthouse

RESOLUTION

Resolution 2024-6 Approving Transfer Agreement with MCCF Bridge, INC.

OTHER BUSINESS

ADJOURNMENT

****Next meeting April 8, 2024 @ 8am****

Agenda Memo

Thursday, March 21, 2024 9:58 AM

AGENDA MEMO

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MONDAY, MARCH 25, 2024
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CONSENT AGENDA

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Minutes: March 11, 2024

CERTIFICATE OF APPRECIATION - JENNIFER PURCELL - 29 Years of Service

Jennifer started working in the Montgomery County Clerk's Office on June 15, 1994 as a Deputy Clerk and continued working in the Clerk's office and eventually serving two terms as Clerk of the Circuit Court. After her term as Clerk ended Jennifer was then elected to the office of Montgomery County Recorder where she has served one complete term and she is leaving the office just nine months before the end of her second term. Her service to the County has been unwavering and she will be greatly missed by all.

NEW BUSINESS

Deckard Work Order Agreement - \$800

Work order agreement will involve staking the parcel boundaries of a property owned by the County at the corner of Nucor Road and US 136 E. The County will be seeking bids to farm the property in 2024. Deckard Surveying has stated that the work can be accomplished without having to perform a boundary survey. The estimated cost is \$800 and will be completed by April 12.

Peters Franklin LTD Engagement Agreement - Lease Rental Property Tax Bonds - \$42,500

The engagement letter is with Peters Franklin Municipal Finance Advisors and Consultants. The County has engaged Peters Franklin for previous bonds issued by the County. They will be providing municipal advisory services in relation to the issuance of the proposed Lease Rental Property Tax Bonds for the Courthouse Project. The cost for their services is \$42,500.

THRIVE West Central Agreement Grant Application Services - NTE \$5,000

The County intends to pursue discretionary funding through a grant application to the Office of Community and Rural Affairs Blight Clearance Program to aid in the demolition of a designated blight property. The Memorandum of Understanding with Thrive West Central provides that Thrive West Central will provide technical assistance and grant application preparation for the project. Thrive West Central will invoice the County based on the actual time expended with a cap of \$5,000. The agreement will expire at the end of 2024. If the County is awarded the grant and selects Thrive West Central to provide grant administrative services, then the fee will be waived.

Schneider Geospatial Professional Services Agreement - 1x fee - \$17,784; \$23,700 Annual

The Building, Health and Highway departments issue permit for various projects including building, right of way and septic permits. Currently the departments use in house databases such as Access and Excel for permitting organization and issuance. The data collected for these projects is kept over the years for access to past projects with information such as site plans locating infrastructure on project sites. Other permitting functions such as floodplain we are required to house the information in perpetuity for access.

This new software is an online portal that can be accessed from the admin side and the public. It allows clients to file permitting information with the County online and also allows the client to track inspections and make payments for service.

We looked at several software companies that provide this type of service. Schneider Geospatial offers a product that fits our need for a one stop shop permitting called Geo Permits. After careful consideration and consistent conversation regarding need, we have decided that Geo Permits is the most comprehensive product for the money.

In March the Council approved a \$33,900.00 additional appropriation to the IT Software line for this purpose. Before you is the PSA contract for services with Schneider Geospatial for the Geo permits software acquisition for Montgomery County.

ORDINANCES

First Reading Ordinance 2024-10: Ordinance Prohibiting Food and Beverages in the Courthouse

Ordinance creates new section in the County Code to prohibit visitors to the Montgomery County Courthouse from bringing food or beverages in to the Courthouse. Currently, food and beverages are not allowed in the Courtrooms in the Montgomery County Courthouse per the County Judges. Visitors often leave food and beverages outside the Courtrooms which results in beverages being spilled on to the floor of the hallways. The spillage may cause a slipping hazard and damage to the floor.

RESOLUTION

Resolution 2024-6 Approving Transfer Agreement with MCCF Bridge, Inc.
Resolution approves agreement with MCCF Bridge, Inc. to transfer the vacant

building owned by the County at 110 West South Boulevard in Crawfordsville to MCCF Bridge. The County is donating the property to MCCF Bridge. MCCF Bridge intends to construct an early learning center at this property to serve children in Montgomery County and they intend to break ground on this project in April 2024. Agreement also authorizes the President to sign the warranty deed to transfer to MCCF Bridge.

OTHER BUSINESS

ADJOURNMENT

****Next meeting April 8, 2024 @ 8am****

Minutes: March 11, 2024

Thursday, March 21, 2024 9:58 AM

MINUTES
MONTGOMERY COUNTY COMMISSIONER MEETING
MONDAY, MARCH 11, 2024

The Montgomery County Commissioners met in regular session on Monday, March 11, 2024 at 8:00 am at the Montgomery County Government Center, 1580 Constitution Row – Room E109, Crawfordsville, Indiana.

CALL TO ORDER

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

Also present: County Attorney Dan Taylor; Auditor Mindy Byers; Building Administrator Marc Bonwell; Sheriff Ryan Needham; Chief Probation Officer Andria Geigle; Health Administrator Adrienne Northcutt; CCC Director Sherri Henry; EMA Director Jessica Burget; Mapping Director Mike Davis; Highway Director Jake Lough; and Commissioners Executive Assistant Lori Dossett.

PLEDGE & PRAYER

Commissioner Frey led the pledge of allegiance and Commissioner Guard led the prayer.

CONSENT AGENDA

Approval of Claims:

Accounts Payable - \$5,570,635.53

3/8 Payroll - \$463,508.73

Minutes: February 12, 2024 & February 26, 2024

Commissioner Guard moved to approve the Consent Agenda. Seconded by Commissioner Fulwider. Motion carried 3-0 votes in favor.

OLD BUSINESS

Approve MOU between Montgomery County Health Department and the City of Crawfordsville of Financial Support for Mobil Integrated Health Community Paramedic; Quick Response Team –

Commissioner Fulwider moved to approve the MOU between Montgomery County Health Department and the City of Crawfordsville of Financial Support for Mobil Integrated Health Community Paramedic; Quick Response Team.

Seconded by Commissioner Guard. Commissioner Fulwider questioned what happens to the funds that are paid to the program if for example the paramedic leaves the employment. Health Administrator Adrienne Northcutt stated that the funds would be returned to the County under those circumstances. Samantha

Swearingen representing the Community Paramedicine program stated that they will supply quarterly reports. Ms. Swearingen continued that they have an interview with a potential paramedic on Friday. *Motion carried 3-0 votes in favor.*

NEW BUSINESS

Request to issue Notice to Bidders to Harvest 2024 Hay Crop

Montgomery County now owns parcel 54-10-11-200-018.000-025 located on the southwest corner of US136 and Nucor Road. The property will be used for the construction of the Nucor Road overpass project. Construction is not scheduled to begin until 2025. The property currently is planted in hay and the County is requesting to issue a Notice to seek bidders to harvest the hay in 2024.

Commissioner Fulwider moved to approve the request to issue Notice to Bidders for the 2024 Hay Crop. Seconded by Commissioner Guard. Motion carried 3-0 votes in favor.

Approve DLZ Design Contract - ADA Upgrades to Thomas K. Milligan Justice Center Total Construction Cost - \$105,000

DLZ shall provide professional engineering services for preparation of design and construction bid documents for general improvements to the Thomas K. Milligan Justice Center currently housing the Probation Department. The design will include accessibility-related improvements to the south side of the project site located at 307 Binford Street. Attorney Taylor stated that he has reviewed the contract and there are two items in the contract under Exhibit C Standard Terms and Conditions that he recommended be stricken from the agreement. Paragraph 13 – Limited Liability “No employee of DLZ or of its parent, subsidiary or affiliated companies will be personally liable to CLIENT, DLZ’s total liability to CLIENT, any coverage of CLIENT as an additional insured under any of DLZ’s insurance policies, for injuries, claims, lossess, expenses or damages arising out of DLZ’s services or this agreement from any causes including, but not limited to DLZ’s negligence, error, omissions, strict liability, or breach of contract, will not to exceed the total compensation received by DLZ under this agreement” and Paragraph 15 – Statute of Limitations “The parties agree that the time period for bringing claims regarding DLZ’s Service’s under this agreement expires on the earlier of one year after completion of the project, or two years after the completion of DLZ’s project services.”

Commissioner Guard moved to approve the DLZ Design Contract with the stipulation to strike Paragraph 13 and 15. Seconded by Commissioner Fulwider. Motion carried 3-0 votes in favor.

ORDINANCES

Final Reading Ordinance 2024-9: Creating 2024 MPO READI Grant Fund - \$2,033,333

Montgomery County approved to receive a grant from Indianapolis Metropolitan Planning Organization (MPO) in the amount of \$2,033,333 for expenses related to the Montgomery County Purple Heart Parkway Extension Project.

Commissioner Guard moved to approve Ordinance 2024-9. Seconded by Commissioner Fulwider. Motion passed 3-0 votes in favor.

RESOLUTIONS

Resolution 2024-5: Declare Surplus Equipment Handgun to Retiring Deputy Richard Todd

Sheriff Ryan Needham requested that Deputy Richard Todd's service revolver as be declared as surplus to surrender the weapon to him upon his retirement in May of 2024.

Commissioner Frey moved to approve Resolution 2024-5 Declaring Retiring Deputy Richard Todd's service revolver as surplus. Seconded by Commissioner Fulwider. Motion passed 3-0 votes in favor.

ADJOURNMENT

There being no further business before the Board, meeting adjourned. Meeting adjourned @ 8:10 am.

Minutes prepared by Commissioners Executive Assistant Lori Dossett.

The next regular meeting will be held on Monday, March 25, 2024 @ 8:00 am @ Montgomery County Government Center-Room E-109.

MONTGOMERY COUNTY BOARD OF COMMISSIONERS:

John E. Frey, President

Attest:

Mindy Byers, Auditor

Deckard Work Order Agreement

Thursday, March 21, 2024 9:58 AM



Please keep one copy for your records.

WORK ORDER AGREEMENT

Submitted by: Deckard Surveying LLC
1517 S. Grant Avenue, Crawfordsville, IN 47933
Phone Number: 765-361-1510
Fax Number: 765-361-8814

Project Number: **240241**

WO Agreement Date **03/19/2024**

Project: **Truax Parcel Staking**

Opinion of Probable Cost: **\$800**

Scheduled Week

For explanation of cost types, see the Terms and Conditions on the reverse side of this Agreement

Responsible Party For Payment:

Client Name: Tom Klein Office (765) 362-6514
Company: Montgomery County Administrator
Address: 1580 Constitution Row
Crawfordsville, IN 47933
E-mail: tom.klein@montgomerycounty.in.gov

Location of Project:

Address of Survey: E US Hwy 136 Crawfordsville, IN 47933 Section: 11
County of Survey: Montgomery Political Township: Union Township: 18N
Parcel Number: 54-10-11-100-011.000-025 Subdivision: Range: 4W

Scope of Work:

Set lath along the lines of the Truax Parcel. Work to be completed by April 12.

THE FOLLOWING MAY BE NEEDED IF MARKED WITH AN CHECK MARK BEFORE PROJECT BEGINS:

☐ A non-refundable Retainer is required in the amount of: **-\$0-** Any Retainer made will be applied toward the final invoice upon completion of the Project.
**Retainer Amount is either a flat rate of \$300.00 or 10% of given estimate.

\$125	1 Person Survey Crew	\$200	Construction Staking	\$80	Research
\$150	2 Person Survey Crew	\$125	Licensed Professional	\$50	Administrative
\$175	3 Person Survey Crew	\$80	Computer Technician		

Deckard Surveying must receive this form signed and dated within 10 business days of the WO Agreement Date for this cost and timeline to be valid. Deckard Surveying may send WO Agreements to multiple Clients for the same Scheduled Week. In the event that the number of Projects scheduled in a given week overburdens Deckard Surveying, the Projects will be prioritized in order of the time the signed WO Agreement is received.

After reviewing the above terms and conditions and the terms and conditions on the reverse side of this agreement, your signature acknowledges acceptance of these terms and conditions. Your signature hereby authorizes Deckard Surveying to proceed with the work as stated above.

We Accept Visa/Mastercard/
American Express/Debit Card

Account # _____ Exp. Date: _____ CCV# _____
All payments made by card are subject to a 3% surcharge.

Accepted By: _____ Date: _____

RESOLVED, that _____ is authorized to negotiate, enter into and execute and deliver in the name of and on behalf of the Client(s), any contract or agreement, terms and conditions Date: _____.

Peters Franklin LTD Engagement Agreement

Thursday, March 21, 2024 9:59 AM



March 19, 2024

Montgomery County, Indiana
1580 Constitution Row
Crawfordsville, Indiana 47933

Dear Montgomery County:

This letter is written to describe the services that Peters Franklin, LTD is able to perform for Montgomery County in regard to the upcoming Lease Rental Property Tax Bonds and to serve as an engagement letter.

Peters Franklin, LTD, is focused on providing superior consulting services to local government units, utilities, and related entities in Indiana and is registered with the SEC and MSRB as a Municipal Advisor Firm. In addition, both Jeffrey Peters and Nichole Franklin are Series 50 Representatives and Series 54 Principals which enables them to provide municipal advisory services. Our firm's concentrated efforts recognize that the success of your entity depends upon the ability to deliver services to constituents in the most efficient and cost-effective manner. Further, we understand that while our clients must contend with ever increasing complexities, their needs are more specific and they must be more careful about the professionals they retain. We are committed to providing services of the highest quality and welcome the opportunity to serve your entity. Our practice is built on service, innovation, and solving our clients' fiscal issues. Our firm's core belief is that the relationships we build with our clients are more like partnerships. Each partnership strengthens and matures with the successes of our clients.

Scope of Services: (a) Services to be provided. We understand such Scope of Services to consist of: providing municipal advisory services in relation to the issuance of the proposed Lease Rental Property Tax Bonds. Please see Appendix A for full list of services to be provided. With respect to any preliminary or final official statement, Peters Franklin, LTD will assemble the preliminary and final official statement, if any, from information received from you, third parties and your agents, such as bond counsel. Peters Franklin, LTD will rely on you to provide us with accurate and complete information, access to relevant personnel and agents, and your final approval to the distribution and use of the preliminary and final official statements to carry out these duties. In addition, you agree to allow us to rely on any opinion or representation of you and your counsel as to the accuracy or completeness of the preliminary and final official statement.

We will not be auditing, reviewing, compiling, or performing any agreed upon procedures or attestation regarding financial statements as defined by the American Institute of Certified Public Accountants (AICPA).

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(b) Independent Registered Municipal Advisor (IRMA) status. Peters Franklin, LTD requests that the County provide to us, for review, any written representation of the County contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) that references Municipal Advisor, its personnel and its role as IRMA.

Peters Municipal Consultants, LTD Regulatory Duties When Servicing Client. MSRB Rule G-42 requires that Peters Franklin, LTD make a reasonable inquiry as to the facts that are relevant to the County's determination whether to proceed with a course of action or that form the basis for and advice provided by Peters Franklin, LTD to the County. The rule also requires that Peters Franklin, LTD undertake a reasonable investigation to determine that it is not basing any recommendations on materially inaccurate or incomplete information. We are also required under the rule to use reasonable diligence to know the essential facts about you and the authority of each person acting on the County's behalf.

Accordingly, Peters Franklin, LTD asks for your assistance and cooperation, and the assistance and cooperation of your agents, with the carrying out of these regulatory duties, including providing us accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

Term. The parties do agree that the terms of this engagement are subject to the express agreement that either party may terminate the engagement upon sixty (60) days written notice to the other of the intent to terminate the relationship. All work performed shall be paid in accordance with the terms of this agreement and work product shall become the property of the County upon payment in full.

Compensation. The fees due to Peters Franklin, LTD hereunder shall be, and expenses incurred by us in connection with any services provided hereunder shall be reimbursed, as set forth in Appendix B.

Required Disclosures. MSRB Rule G-42 requires that Peters Franklin, LTD provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history.

(a) Disclosures of Conflicts of Interest. MSRB Rule G-42 requires that municipal advisors provide to their client's disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Accordingly, we make the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under this Agreement, together with explanations of how we address or intend to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, Peters Franklin, LTD mitigates such conflicts through its adherence to its fiduciary duty to the County, which includes a duty of loyalty to you in performing all municipal advisory activities for you. This duty of loyalty obligates us to deal honestly and with the utmost good faith with the County and to act in your best interests without regard to our financial or other interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

The fees due under this Agreement are in a fixed amount established at the outset of this engagement. The amount is usually based upon an analysis by the County and Peters Franklin, LTD of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by us. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Peters Franklin, LTD may suffer a loss. Thus, we may recommend less time-consuming

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alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

(b) Disclosures of Information Regarding Legal Events and Disciplinary History. MSRB Rule G-42 requires that municipal advisors provide to their client's certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, we set out below required disclosures and related information in connection with such disclosures.

I. **Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to the County's evaluation of Peters Franklin, LTD or the integrity of our management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

II. **How to Access Form MA and Form MA-I Filings.** Peters Franklin, LTD's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/edgar/searchedgar/companyserch.html>.

III. **Most Recent Change in Legal or Disciplinary Event Disclosure.** Peters Franklin, LTD filed a name change with the SEC via Form MA-A in September 2021. We have not made any other material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(c) Future Supplemental Disclosures. As required by MSRB Rule G-42, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Peters Franklin, LTD. We will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.

Please sign and date below to acknowledge your agreement with the above stated terms.

Authorized Official
Montgomery County, Indiana

DATE: _____

Sincerely,
Peters Franklin, LTD
Peters Franklin, LTD

Peters Franklin, LTD certifies the use of E-Verify when hiring and do not knowingly employ an unauthorized alien.

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APPENDIX A
SCOPE OF SERVICES

The Scope of Services to be provided under this Agreement shall consist of the activities described below with respect to the planned issuance of the proposed Lease Rental Property Tax Bonds.

Peters Franklin, LTD may undertake some or all of the following activities for or on behalf of the County with respect to the Issue in carrying out this engagement, as directed by County:

New Issue Provide some or all of the following services with respect to Client's new Issue:

1. Evaluate options or alternatives with respect to the proposed new Issue.
2. Review financial and other information regarding Client, the proposed Issue and any source of repayment of or security for the Issue.
3. Consult with and/or advise Client on actual or potential changes in market place practices, market conditions, regulatory requirements or other matters that may have an impact on Client and its financing plans.
4. Assist Client in establishing a plan of financing.
5. Assist Client in establishing the structure, timing, terms and other similar matters concerning the Issue.
6. Consult and meet with representatives of Client and its agents or consultants with respect to the Issue.
7. Attend meetings of Client's governing body, as requested.
8. Advise Client on the manner of sale of the Issue.
9. Assist in the gathering of information with respect to financial, statistical and factual information relating to Client in connection with the preparation of the preliminary and final official statement.
10. If the Issue is to be sold on a competitive bid basis and Client has not engaged disclosure counsel to prepare the preliminary and final official statement, prepare the preliminary and final official statement and the bid package, and provide an electronic version of the official statement to the winning underwriter.
11. If the Issue is to be sold on a negotiated basis, assist in the preparation and/or review the preliminary and final official statement.
12. Make arrangements for printing, advertising and other vendor services necessary or appropriate in connection with the Issue.
13. Advise Client with regard to any continuing disclosure undertaking required to be entered into in connection with the Issue, including advising on the selection of a dissemination agent.
14. In a competitive bid sale, assist Client in collecting and analyzing bids submitted by underwriters and in connection with Client's selection of a winning bidder.
15. In a negotiated sale, assist Client in the selection of underwriters.
16. In a negotiated sale advise on the acceptability of the underwriter's pricing and offer to purchase.
17. Advise Client with respect to recommendations made by the underwriters and other interactions between Client and the underwriters.
18. Review required underwriter disclosures to Client.
19. Assist Client in selecting legal and other professionals (such as trustee, escrow agent, accountant, feasibility consultant, etc.) to work on the Issue.
20. Respond to questions from bidders, underwriters or potential investors.
21. Arrange and facilitate visits to, prepare materials for, and make recommendations to Client in connection with credit ratings agencies, insurers and other credit or liquidity providers.

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- 22.** Work with bond counsel and other transaction participants to prepare and/or review necessary authorizing documentation of Client and other documents necessary to finalize and close the Issue.
- 23.** Prepare a closing memorandum or transaction summary, together with general guidance for Client with respect to post-closing requirements relating to the payment of debt service.
- 24.** Provide such other usual and customary financial advisory services as may be requested by Client.

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APPENDIX B
COMPENSATION

Fees for the services provided by Peters Franklin, LTD to Montgomery County, Indian under this Agreement and the manner for payment of expenses incurred by us in the course of performing services are as set forth below:

- New Issue for 2024 Lease Rental Property Tax Bonds: \$42,500.

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THRIVE West Central Agreement

Thursday, March 21, 2024 9:58 AM



MEMORANDUM OF UNDERSTANDING FOR COLLABORATION WITH GRANT TECHNICAL ASSISTANCE

This Memorandum of Understanding (this "MOU") is formed between WEST CENTRAL INDIANA ECONOMIC DEVELOPMENT DISTRICT, INC. D/B/A THRIVE WEST CENTRAL ("THRIVE") and MONTGOMERY COUNTY ("COUNTY").

WHEREAS, THRIVE provides economic and community development technical assistance, grant application assistance, and general support and oversight with grant opportunities;

WHEREAS, the COUNTY desires to secure grant funding to aid in the demolition of designated blight properties ("PROJECT");

WHEREAS the COUNTY intends to pursue discretionary funding through a grant application to the Office of Community and Rural Affairs (OCRA), Blight Clearance Program;

WHEREAS, the COUNTY seeks to collaborate with THRIVE on grant opportunities and related matters by expressing their interest in writing at the start of a project or activity engagement;

WHEREAS, the COUNTY acknowledges that this MOU does not include grant administration, labor standards, or other related "for-hire services" that may necessitate an additional contract; and

WHEREAS, the Parties desire to collaborate by the terms outlined in this MOU.

NOW, THEREFORE, the Parties agree as follows:

I. Definitions: The terms defined in the preamble have their defined meaning, and the terms below have the meaning assigned to them:

- A. "Effective Date" means April 1, 2024.
- B. "Collaborative Initiatives" means the scope of work in Section II of this MOU.

II. Parties' Responsibilities under this MOU

A. THRIVE WEST CENTRAL

- 1. THRIVE agrees to provide technical assistance and grant application preparation for a 2024 OCRA Blight Clearance Project.
- 2. THRIVE agrees to participate, either in person or digitally, in meetings and relevant informational sessions regarding information gathering for this application submission.
- 3. THRIVE agrees to develop a list of action items, establish a timeline, and manage the application process up to its submission.

2800 Poplar Street, Suite 9A
Terre Haute, IN 47803

www.thrivewestcentral.com

Office: (812) 238-1561
Fax: (812) 238-1564



4. THRIVE agrees to write the narrative, construct the application, and conduct a thorough review of the application prior to submission. The COUNTY will supply THRIVE with application-supporting documents and content.
5. THRIVE agrees to maintain frequent communication and provide multiple points for feedback throughout the application process.
6. THRIVE commits to submit the proposal and application to OCRA on or before the deadline and include the COUNTY representative in the submission email.

B. MONTGOMERY COUNTY

1. The COUNTY agrees to invite THRIVE to participate in meetings or information sessions pertinent to the project throughout the application process.
2. The COUNTY agrees to assist THRIVE in application preparations by providing information regarding specific questions or sections, facilitating introductions to key project stakeholders, providing engineering documents (if applicable), and demonstrating a readiness to collaborate with THRIVE in creating a competitive application for the COUNTY.
3. The COUNTY agrees to promptly notify THRIVE of any changes, updates, or information that may impact the application or project.
4. The COUNTY agrees to secure signatures and final support letters, when necessary to be submitted with the application.
5. The COUNTY agrees to maintain regular communication with THRIVE and provide multiple points for feedback upon request.

III. Term & Termination

This MOU shall commence on the Effective Date and continue through December 31, 2024, after which it will automatically terminate. To renew for an additional period, a meeting is required to discuss experiences, outcomes, and any modifications. A new agreement will be issued. Either Party may terminate this MOU at any time and for any reason by providing at least fifteen (15) days advanced written notice to the other Party. Additional services such as grant administration, project management, labor standards, etc. require a new contract.

IV. Rate & Terms

Thrive staff will assume a critical role in overseeing every aspect of the process to ensure compliance with OCRA requirements. Normally, 70 hours of grant-writing services are allotted to complete an application, totaling \$5,250. However, Thrive anticipates not utilizing the full 70 hours and will invoice based on the actual time expended, capped at \$5,000.

Should the COUNTY be awarded and THRIVE be chosen to deliver grant administrative services, this application fee will be waived.

2800 Poplar Street, Suite 9A
Terre Haute, IN 47803

www.thrivewestcentral.com

Office: (812) 238-1561
Fax: (812) 238-1564



V. General Provisions

A. Independent Contractor. The Parties mutually agree that each is an independent entity and not an employee or agent of the other. The Parties acknowledge that neither are insured by the other in any form of loss whatsoever. The Parties agree that neither Party has the authority, whether expressed or implied, to bind or obligate the other Party in any manner.

B. Conflict of Interest. Each Party certifies and warrants to the other that neither it nor any of its agents, representatives, or employees who will participate in the Collaborative Initiatives established by this MOU has or will have any conflict of interest with the other Party.

C. Notice. Unless otherwise specified herein, any notice, invoice, order, or other correspondence required to be sent under this MOU shall be sent to:

If to the MONTGOMERY COUNTY:
Tom Klien, County Administrator
1580 Constitution Row
Crawfordsville, Indiana 47933

If to THRIVE WEST CENTRAL:
Ryan J. Keller, Executive Director
2800 Poplar Street, STE 9A
Terre Haute, Indiana 47803

D. Disputes. Any and all disputes that may arise under this MOU between the Parties shall be handled in a reasonable and respectful manner. The complaining Party shall reduce to writing its complaint and submit it to the other Party in accordance with the Notice provision above. The Parties will meet within five (5) business days of the date such complaint is received to discuss a joint resolution of the complaint.

E. Non-discrimination. Neither Party, nor its subcontractors, if any, shall, in the performance of this MOU, discriminate against any Potentially Eligible Person because of her or his race, religion, color, sex, disability, national origin, ancestry, disabled veteran status, or Vietnam-era veteran status. A breach of this section shall be regarded as a material breach of this MOU.

F. Applicable laws. This MOU shall be construed in accordance with the laws of the State of Indiana.

G. Amendments. The Parties also agree to enter into mutually acceptable modifications or amendments to this MOU as necessary to comply with applicable state and federal laws and regulations governing the activities conducted by either Party to support Collaborative Initiatives. Failure to obtain agreement on such a modification or amendment gives either Party the right to terminate this Agreement upon 15 days written notice to the other Party.

H. Severability. If any provision of this MOU is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this

2800 Poplar Street, Suite 9A
Terre Haute, IN 47803

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MOU that can operate independently of such stricken provisions shall continue in full force and effect.

I. Successors and Assigns. Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this MOU and the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this MOU; except as otherwise provided herein, neither Party shall assign, sublet, or transfer its interest in this MOU without the written consent of the other Party. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of either Party.

J. Authority to Bind. Notwithstanding anything in this MOU to the contrary, the signatory for each Party represents that he/she has been duly authorized to execute agreements/MOUs on behalf of his/her respective Party and has obtained all necessary or applicable approval from any supervisory board or other governing body to make this MOU fully binding upon the Party when his/her signature is affixed and accepted by the other Party.

K. Advertising. Neither party shall publish, distribute, or use in any capacity, the other party's name (or the name of any division, affiliate, or subsidiary), logo, trademark, service mark, or trade dress for any purpose, other than the Collaborative Initiatives, without the prior written approval of the other party.

By their signatures below, the Parties indicate their agreement and commitment to this MOU, effective as of the Effective Date.

MONTGOMERY COUNTY

WEST CENTRAL INDIANA ECONOMIC
DEVELOPMENT DISTRICT, INC.
D/B/A THRIVE WEST CENTRAL

By: _____
John Frey, Board of Commissioners, President

By: _____
Ryan Keller, Executive Director

Date: _____

Date: _____

2800 Poplar Street, Suite 9A
Terre Haute, IN 47803

www.thrivewestcentral.com

Office: (812) 238-1561
Fax: (812) 238-1564

Schneider Geospatial Professional Services Agreement

Thursday, March 21, 2024 11:14 AM



PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between **Schneider Geospatial, LLC**, a Delaware Limited Liability Company, whose place of business is 8901 Otis Avenue, Suite 300, Indianapolis, IN 46216 ("PROFESSIONAL") and **Montgomery County, Indiana**, whose place of business is: 100 East Main Street, Crawfordsville, IN 47933 ("CLIENT").

1 Services.

PROFESSIONAL shall provide CLIENT with the following services ("Services"):

A. GeoPermits Portal Development

Development of a web based **GeoPermits** portal. This site will include the following:

- a. Support multiple stage workflows that allow input and tracking of permit application and inspections data by multiple user types (public users, local government staff, service providers, and other related third-party organizations).
- b. User role-based security and access control to manage system users and enable workflow stage access based on user type.
- c. Ability to add auto-generated email notifications to specific users at each stage of a permit workflow.
- d. Administrative interface for CLIENT workflow project setup and configuration.
 - i. Create and edit unlimited number of workflow projects (each permit type will be represented as a workflow project).
 - ii. Create and edit unlimited number of stages for each workflow project.
 - iii. Create and edit unlimited number of data entities for each stage.
 - iv. Create instructions text for each data entity, with ability to embed HTML content such as hyperlinks.
 - v. Modify stage sequencing.
 - vi. Restrict visibility of workflow projects and stages to admin users only.
 - vii. Ability to generate test permit applications when modifying workflow projects and publish workflow updates to the live system when modifications are complete.
 - viii. Ability to "un-publish" a workflow project so that no new permits will be allowed to be created by users.
 - ix. Clone project capability to create a new workflow project based on an existing workflow project.
 - x. Configure permit fees for each workflow project. Fees may be dynamically calculated based on user inputs.
 - xi. Configure workflow conditional routing based on user entered inputs on dropdown lists and checkboxes.
 - xii. Project Summary page with detailed outline of each workflow project.
 - xiii. Print template editing interface to allow CLIENT admin users to configure templates for printable, completed permit applications.
- e. Multiple supported data entity types for data entry forms, including the following:
 - i. Short text box
 - ii. Long text box (Comments)
 - iii. Date
 - iv. Document attachment (with file browser)
 - v. Fee
 - vi. Lookup (dropdown list)
 - vii. Number
 - viii. Static Labels
 - ix. Checkbox, Radio Button
- f. Document upload capabilities to allow users to attach multiple electronic files to permit records at each stage of a permit workflow.
- g. CLIENT's community website branding to allow the community to provide a header logo image and contact information from the organization.

HEADQUARTERS
Historic Fort Harrison
8901 Otis Avenue, Suite 300
Indianapolis, IN 46216

Ankeny, Iowa
1450 Southwest Vintage Parkway
Suite 260
Ankeny, IA 50023

- h. Interactive mapping interface with basic mark-up tools to allow users to sketch and label information about the permit application on CLIENT's existing GIS map and aerial photography.
- i. Dashboard page to allow users to view permit applications in progress based on the following criteria:
 - i. My Applications (in progress)
 - ii. Applications Needing My Attention
 - iii. Inspections to Schedule
 - iv. Inspections to Complete
 - v. Contractor Registrations about to Expire
- j. Integration with CLIENT's existing **Beacon** online portal to utilize existing property and GIS data for permit processing, search, and report capabilities. Shared data elements are limited to PROFESSIONAL's existing Guidepost UPM data model.
- k. Contractor Registration Interface
 - i. Allows system users to register as a contractor with CLIENT.
 - ii. Admin interface to setup contractor types and registration fees
 - iii. Maintains a database of CLIENT's registered contractors, including the following information.
 - 1) Contractor Type
 - 2) Business Name
 - 3) Street Address
 - 4) City
 - 5) State
 - 6) Zip
 - 7) Contact Name
 - 8) Contact Title
 - 9) Contact Business Phone
 - 10) Contact Cell Phone
 - 11) Contact Email Address
 - 12) Company Web Address
 - 13) Status
 - 14) Registration length (in months)
 - 15) Effective Date
 - 16) Expiration Date
 - 17) Renewal Date
 - 18) Workers Comp. Expiration Date
 - 19) Bond Expiration Date
 - 20) Liability Insurance Expiration Date
 - 21) Registration Fee Payment status
 - 22) Notes
 - 23) Attached Documents
- l. Included Services:
 - i. Administrative account setup and deployment.
 - ii. Four (4), two-hour (2-hour) online training sessions to introduce client to the administrative functions of the system, as well as how to begin to set up their first workflows.
- j. **Payment Processor Integration - E-Gov Strategies**

PROFESSIONAL will provide product development services to integrate CLIENT's **GeoPermits** website with CLIENT's preferred third-party payment processor. Integration will allow **GeoPermits** website to pass permit fee amounts and purchaser information to CLIENT's payment processor where the end user will submit payment information and receive a receipt for the transaction. CLIENT's payment processor system will handle all payment and transaction fee processing and routing of funds to CLIENT. **GeoPermits** end users will be required to click a link or button on CLIENT's payment processor interface in order for CLIENT's payment processor system to notify the **GeoPermits** system that the permit fee has been paid, and to return the end user to the **GeoPermits** website.

B. **GeoPermits Onboarding Custom Consulting**

- i. CLIENT will have up to **forty-eight (48)** hours of remote custom GIS consulting for workflow development. Unused hours do not carry over past December 31, 2024. CLIENT is encouraged to utilize / schedule any unused hours remaining at least 45 days before December 31, 2024.

C. **GeoPermits Flex Support**

- i. CLIENT will have up to **eight (8)** scheduled hours per month of Flex (remote) Support. Hours are not anticipated to carry over from month to month unless mutually agreed upon by CLIENT and PROFESSIONAL. Additionally, hours may be accelerated within the year based on mutual agreement between the CLIENT and PROFESSIONAL. This time could be used for items such as, but not limited to:
 - i. Development and publication of workflows
 - ii. Respond to technical support questions from CLIENT's staff
 - iii. Modification and update requests for workflows
 - iv. Initial term begins May 1, 2024

GeoPermits Flex Support services shall automatically renew subject to the terms in Item 4 Term, Termination and Renewal, of this agreement.

D. **Portal Hosting and Maintenance**

PROFESSIONAL shall host and maintain of the above-described portal(s) for the term of this Agreement.

PROFESSIONAL's web data server environment is based in a cloud computing service residing in data centers managed by third-party hyper-scale cloud providers. Site improvements and modifications, including functionality enhancements to the core product may be made periodically. If the CLIENT is charging fees for use of the system, any and all disputed charges are the responsibility of the CLIENT. Certain onsite hardware and software configurations may require additional third-party software (not included in this Statement of Work). Services also include monitoring of PROFESSIONAL's web servers on a twenty-four/seven (24/7) basis; however, because of infrastructure issues beyond the control of PROFESSIONAL's staff, web services are not guaranteed to be available twenty-four (24) hours per day, seven (7) days per week.

Other Fixed Fee phases of this project may be developed during the course of this agreement. Once the estimates are accepted, an Authorization to Proceed will have to be signed and submitted before work will begin.

2 Payment for Services.

CLIENT shall compensate PROFESSIONAL for the Services as follows:

A. **GeoPermits**

a. One-time setup cost:	\$17,784
Setup items:	
Core Setup:	Included
Payment Processor Integration:	Included
GeoPermits Onboarding Consulting:	Included
Total	\$17,784
b. Annual Cost:	\$23,700
Items:	
Core Hosting:	Included
Map:	Included
Flex Support:	Included
Total:	\$23,700

B. Payment Schedule

Year 1	May 1, 2024 – December 31, 2024:	\$33,584
	(Setup: \$17,784, Hosting & Flex (64 hours): \$15,800-prorated)	
Year 2	January 1, 2025 – December 31, 2025:	\$23,700

C. Project Schedule

a. Portal Development

- i. PROFESSIONAL requires the following information and technical assistance from the CLIENT to access data sources defined in the Scope of Services.
 - 1) Database connection information.
 - 2) Server name or IP address.
 - 3) Database name.
 - 4) User login information for read access.
 - 5) Data dictionary or schema, as available.
- ii. Network paths to all file data sources.
- iii. Installation of PROFESSIONAL's Remote Support application on a computer with network access to the CLIENT's data sources and files.
- iv. All information must be provided by the CLIENT to the PROFESSIONAL at least twenty-one (21) days prior to the start of the Initial Hosting Term, defined below, to ensure that all data will be available on the portal at the start of the Initial Hosting Term.

b. Portal Hosting and Maintenance

- i. The Initial Hosting Term shall be defined in the Scope of Service or Payment Schedule above.
- ii. The Initial Hosting Term shall begin at the date above regardless of project delays resulting from CLIENT's failure to provide PROFESSIONAL with information required to access project data sources according to the project schedule. Any project delays on the part of the PROFESSIONAL will result in the initial hosting term starting the first day of the first month following the completion of the portal's development and release from PROFESSIONAL to CLIENT.

Invoicing will be done on an annual basis at the beginning of the term unless otherwise specified.

If the CLIENT cancels the agreement before end of initial multi-year term, any waived discounts and promotional fees will be included in the final invoice.

Balances due thirty (30) days after the due date for non-government clients and sixty (60) days after the due date for government clients shall be assessed an interest rate of 1½% per month (18% per year). CLIENT agrees to pay for any and all costs of collection including, but not limited to interest, lien costs, court costs, expert fees, attorney's fees and other fees or costs involved in or arising out of collecting any unpaid or past due balances, including late fees or penalties. If payment is not received within thirty (30) days of the due date, PROFESSIONAL reserves the right, after giving seven (7) days written notice to CLIENT, to suspend services to CLIENT or to terminate this Agreement.

3 Terms of Service. Each party's rights and responsibilities under this Agreement are conditioned upon and subject to the Terms of Service which can be found at <http://schneiderGIS.com/termservice>. By executing this Agreement, CLIENT acknowledges that it has read the above-described Terms of Service and agrees that such Terms of Service are incorporated herein and made a part of this Agreement. PROFESSIONAL reserves the right to update or modify the Terms of Service upon ten (10) days prior notice to CLIENT. Such notice may be provided by PROFESSIONAL to CLIENT by e-mail.

4 Term, Termination and Renewal. The initial term of this Agreement shall be defined in the Scope of Services or Payment Schedule above. If the services provided are for an annual rate and extend for multiple years, PROFESSIONAL will prorate the first year of the agreement to match the fiscal year for the CLIENT, followed by consecutive, twelve (12) month periods. This Agreement shall automatically renew for successive terms which consist of a twelve (12) month period, subject to earlier termination as set forth in this Agreement or upon written notification by either party thirty (30) days prior to the end of a term. If, for any reason, this Agreement is terminated prior to the end of a term, any waived or discounted fees or specified promotional items provided by PROFESSIONAL shall be invoiced by PROFESSIONAL and paid by CLIENT. PROFESSIONAL reserves the right to update the pricing applicable to this Agreement after the initial term for any renewal terms and/or any subsequent terms occurring after the initial term of the Agreement; PROFESSIONAL shall provide prior written notice to CLIENT of any pricing adjustments applicable to any such renewal and/or subsequent terms.

5 Additional Data Hosting. PROFESSIONAL's website hosting services allow for storage of up to ten (10) Gigabytes of data and files to include as content for CLIENT's website hosted in PROFESSIONAL's web data server environment. Additional storage and transfer requirements may be negotiated, at PROFESSIONAL's discretion, if CLIENT decides to add additional content to the website – such as orthophotos, scanned documents, etc.

6 Assignment. PROFESSIONAL has the right to assign or transfer any rights under or interest in this Agreement upon fifteen (15) days' written or electronic notice to CLIENT. Nothing in this Paragraph shall prevent PROFESSIONAL from employing consultants or subcontractors to assist in the performance of the Services.

7 Rights and Benefits. Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and PROFESSIONAL. CLIENT and PROFESSIONAL expressly state there are no third-party beneficiaries to this Agreement.

8 Successors. This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.

9 Applicable Law. The terms and conditions of this Agreement are subject to the laws of the State of Indiana.

IN WITNESS WHEREOF, the Parties have executed this Agreement by affixing their signatures below.

Pricing is valid through 4/15/2024.

PROFESSIONAL:
Schneider Geospatial, LLC

By: _____

Print: Jeff Corns, GISP

Title: President

Date: _____

CLIENT:
Montgomery County, Indiana

By: _____

Print: John E. Frey

Title: President, Montgomery County BOC

Date: March 25, 2024

First Reading Ordinance 2024-10: Amending Policy Prohibiting Food and Drinks at the Courthouse

Thursday, March 21, 2024 10:29 AM

Montgomery County Board of Commissioners

Ordinance 2024-10

An Ordinance Prohibiting Food and Beverages in the Courthouse

WHEREAS, food and beverages are not allowed in the Courtrooms in the Montgomery County Courthouse according to the County Judges; and

WHEREAS, visitors are leaving food and beverages outside the Courtrooms and beverages are often spilled on to the floor of the hallways;

NOW, THEREFORE, IT IS ORDAINED by the Montgomery County Board of Commissioners that a new section, 36.40, is added to Chapter 36 of the County Code with the following language: "*Visitors to the Montgomery County Courthouse are not allowed to bring food or beverages in to the Courthouse.*"

Adopted this ____ day of _____, 2024.

**Montgomery County
Board of Commissioners:**

John Frey, President

Jim Fulwider, Vice President

Dan Guard, Member

Attest: _____
Mindy Byers, Auditor

Resolution 2024-6 Approving Transfer Agreement with MCCF Bridge, Inc.

Thursday, March 21, 2024 2:49 PM

MONTGOMERY COUNTY BOARD of COMMISSIONERS

Resolution 2024 - 6

Approving Transfer Agreement with MCCF Bridge, Inc

WHEREAS, the Montgomery County Board of Commissioners previously determined its interest in transferring to MCCF Bridge, Inc. the County's real estate and improvements located at 110 West South Boulevard, Crawfordsville, Indiana; and

WHEREAS, MCCF Bridge, Inc. is affiliated with the Montgomery County Community Foundation, Inc. and intends to redevelop the site into an early learning center; and

WHEREAS, the Board finds that this use of the site will be of benefit to the citizens of Montgomery County and will assist the County's economic development efforts and that this transfer qualifies as a permitted transfer under Indiana Code §36-1-11-5.6; and

WHEREAS, the Board has received and examined a Transfer Agreement (Exhibit A) for the transfer to MCCF Bridge, Inc., and the Board finds that said Agreement should be approved.

IT IS, THEREFORE, RESOLVED that the attached Transfer Agreement with MCCF Bridge, Inc. is hereby approved and that the President is authorized to execute the agreement, the deed, and any other documents necessary to transfer the real estate as provided for in the agreement.

THIS RESOLUTION is hereby adopted this 25th day of March 2024.

MONTGOMERY COUNTY BOARD OF
COMMISSIONERS

John Frey, President

Jim Fulwider, Vice President

Dan Guard, Member

Attest:

Mindy Byers, Auditor

Transfer Agreement

Friday, March 22, 2024 9:48 AM

TRANSFER AGREEMENT

This Agreement, by and between the Montgomery County Board of Commissioners (Commissioners) and MCCF Bridge, Inc. (MCCF), an Indiana nonprofit corporation, IS TO WITNESS THAT:

Whereas, the Commissioners have vacated offices at 110 West South Boulevard in Crawfordsville (Parcel 54-10-05-333-026.000-030) and do not have a need for the property; (The Property); and

Whereas, MCCF intends to construct an early learning center (The Project) in the community to serve children in Montgomery County, and MCCF has requested that the Commissioners transfer The Property to MCCF; for the Project; and

Whereas, MCCF intends to break ground on this project in April 2024; and

Whereas, the Commissioners find that The Project will facilitate the delivery of needed and necessary services to children and promote economic development in Montgomery County; and

Whereas, the Commissioners and MCCF now desire to enter into this agreement for the transfer of the Property from the Commissioners to MCCF.

IT IS, THEREFORE, AGREED by the Commissioners and MCCF that the Commissioners agree to transfer to MCCF, and MCCF agrees to accept this transfer, upon the following terms and conditions:

1. **The Property.** The Property is generally described in Exhibit A, which is attached hereto and expressly incorporated herein, and consists of approximately

1.45 acres on which is located an office building, a parking lot and certain unimproved land.

2. **Reconstruction of Existing Improvements by MCCF:** MCCF desires to acquire The Property and to renovate and reconstruct the office building for use as an early learning center.

3. **Transfer of Property:** The Commissioners hereby agree to transfer to MCCF the Property, under the authority of Indiana Code §36-1-11-5.6, for no consideration other than the covenants and obligations contained in this agreement. This transfer is conditioned upon the right of reversion as described in paragraph 4.

4. **Right of Reversion:** In the event that MCCF does not complete construction the Project on or before December 31, 2027, MCCF agrees to transfer The Property back to the Commissioners on or before March 1, 2028. The covenants regarding the Commissioners' right of reversion will survive the transfer of the Property to MCCF and will be binding upon the parties and their successors. This right of reversion will expire if MCCF completes construction of its project on or before December 31, 2027. The date of expiration is when the construction is complete during the reversion period. For purposes of this agreement, the reversion period begins on the date of transfer and ends either on the date the construction is complete or December 31, 2027, whichever date is earlier. The Commissioners may, in their discretion, release and waive this right of reversion if MCCF begins the project, is making good progress toward completion, and has a substantial investment in the project. The covenants contained in this paragraph will survive the transfer of the Property.

5. **Deed:** The deed of transfer is attached hereto as Exhibit B and will be delivered by the Commissioners to MCCF upon execution and approval of this agreement by both parties. The Commissioners will pay the expense of preparation of the deed and sales disclosure form (if any), and MCCF will pay the expense of the transfer and recording fees and the fee for the sales disclosure form.

6. **Survey:** MCCF may engage a surveyor to perform a survey, and MCCF will pay for the survey of the Property.

7. **Environmental Assessment:** The Commissioners have caused to performed a Phase I environmental assessment for the Property. MCCF has received a copy of this assessment and is willing to accept the Property.

8. **Title Insurance:** The Commissioners will provide to MCCF a commitment for title insurance which shows that the Commissioners have merchantable title in and to the Transferred Property. The Commissioners will pay the premium for this title insurance commitment and any title insurance policy issued to MCCF. MCCF will pay for any Loan Policy issued at its request.

9. **Use Restrictions:** MCCF intends to use the Property for an early learning center and intends to invest substantial funds to develop the early learning center. MCCF will use the Property for this purpose, either directly or by way of a third-party provider of such services. If, after December 31, 2029, MCCF, in its discretion, determines that the Property can used to otherwise further its charitable purposes and serve the needs of the community, MCCF may use the Property or use the proceeds therefrom for other charitable purposes. In the design, construction, and

operation of the Project, MCCF will comply with all applicable land use ordinances, rules, and orders. The parties agree that the covenants contained in this paragraph will survive the transfer of the Property and will be enforceable until December 31, 2029.

10. **Approvals:** The Commissioners have approved this agreement in a public meeting, and the President of the Board of Commissioners is authorized to execute this agreement, the deed, and any and all other documents necessary to consummate the transfer.

11. **Condition of Premises:** MCCF hereby accepts the Property in its current condition.

12. **General:** This agreement is binding upon and will inure to the benefit of the parties' successors in interest. This agreement contains the parties' entire agreement, and no verbal agreements are enforceable. This agreement will be construed under the laws of the State of Indiana. In the event that either party breaches this agreement, the non-breaching party is entitled to collect from the breaching party any and all damages caused by the breach and all reasonable attorney's fees, court costs and expenses of litigation incurred in the prosecution of litigation to enforce this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the date or dates shown below.

Montgomery County
Board of Commissioners

MCCF Bridge, Inc.

By: _____
John Frey, President

By: _____
Ron Dickerson, President

Date

Date

Attest: _____
Mindy Byers, Auditor

Attest: _____
Zach Hockersmith

EXHIBIT A

Lot 8 in the American Legion Addition to the City of Crawfordsville, Indiana, a subdivision in the West Half of the Southwest Quarter of Section 5, Township 18 North, Range 4 West, the plat of which is recorded in Plat Book 162, page 414, in the Office of the Recorder of Montgomery County, Indiana.

Except the following described parcel: Commencing at the Southwest corner of said half-quarter section; thence North 00°27'25" West along the West line of said Section 5, a distance of 34.00 feet; thence North 89°32'35" East a distance of 30.00 feet to the Southwest corner of said Lot 8, said point being south 00°27'25" East 240.00 feet from the Northwest corner of said Lot 8 and also being the point of beginning of this description; thence North 00°27'25" West along the West line of said Lot 8, a distance of 22.03 feet; thence south 63°47'17" East, a distance of 36.20 feet; thence North 89°58'20" East a distance of 239.17 feet to the East line of said Lot 8; thence south 00°27'25" East a distance of 7.85 feet along said East line to the South line of said Lot 8; thence North 89°38'14" West along said South line a distance of 271.53 feet to the point of beginning; excluding said exception, containing 1.45 acres, more or less.

Commonly known as 110 West South Boulevard, Crawfordsville, Indiana 47933

Exhibit B

Parcel No. 54-10-05-333-026.000-030

CORPORATE WARRANTY DEED

THIS INDENTURE WITNESSETH, that the Montgomery County Commissioners (GRANTORS), of Montgomery County, State of Indiana, convey and warrant to MCCF Bridge, Inc. (GRANTEE), of Montgomery County, Indiana, for no consideration under Indiana Code §36-1-11-5.6, certain Real Estate situated in the County of Montgomery, State of Indiana, which is more particularly described as follows:

Lot 8 in the American Legion Addition to the City of Crawfordsville, Indiana, a subdivision in the West Half of the Southwest Quarter of Section 5, Township 18 North, Range 4 West, the plat of which is recorded in Plat Book 162, page 414, in the Office of the Recorder of Montgomery County, Indiana.

Except the following described parcel: Commencing at the Southwest corner of said half-quarter section; thence North 00°27'25" West along the West line of said Section 5, a distance of 34.00 feet; thence North 89°32'35" East a distance of 30.00 feet to the Southwest corner of said Lot 8, said point being south 00°27'25" East 240.00 feet from the Northwest corner of said Lot 8 and also being the point of beginning of this description; thence North 00°27'25" West along the West line of said Lot 8, a distance of 22.03 feet; thence south 63°47'17" East, a distance of 36.20 feet; thence North 89°58'20" East a distance of 239.17 feet to the East line of said Lot 8; thence south 00°27'25" East a distance of 7.85 feet along said East line to the South line of said Lot 8; thence North 89°38'14" West along said South line a distance of 271.53 feet to the point of beginning; excluding said exception, containing 1.45 acres, more or less.

Subject to all existing legal rights-of-way, easements, conditions, and restrictions of record. Subject also to the following right of reversion to Grantor, in the event that Grantee does not complete construction of an early learning center on or before December 31, 2027, Grantee agrees to transfer the real estate back to Grantor on or before March 1, 2028; this right of reversion is binding upon Grantee and any successor of Grantee.

Commonly known as 110 West South Boulevard, Crawfordsville, Indiana 47933

IN WITNESS WHEREOF, the said Grantors have executed this deed on this ____ day of March, 2024.

GRANTOR:

Montgomery County Commissioners
By John Frey, President

STATE OF INDIANA)
)SS:
COUNTY OF MONTGOMERY)

Before me, a Notary Public in and for said State and County personally appeared Montgomery County Commissioners, by its President, John Frey, the Grantors, in the above conveyance, and acknowledged the execution of the same on this ____ day of March, 2024, to be a voluntary act and deed and who, being duly sworn, state than any representations contained herein are true.

Witness my hand and Notarial Seal this ____ day of March, 2024.

_____, Notary Public

My Commission expires: _____
My County of residence: Montgomery

I AFFIRM UNDER PENALTIES OF PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT.
Tyler M. Nichols

GRANTOR ADDRESS: 1580 Constitution Row, Suite E, Crawfordsville, IN 47933
GRANTEES ADDRESS: 119 W. Main Street, Crawfordsville, IN 47933
SEND TAX STATEMENTS TO: 119 W. Main Street, Crawfordsville, IN 47933

This instrument prepared by Tyler M. Nichols, Attorney No. 30062-54, Taylor, Minnette, Schneider & Clutter, P.C., 105 N Washington St, Crawfordsville, Indiana 47933.

Title Insurance - MCCF Bridge, Inc.

Thursday, March 21, 2024 3:02 PM

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment**Condition 5.e.:**

Issuing Agent: Allied Capital Title (Crawfordsville)

Issuing Office's ALTA Registry ID: 1213855

Loan ID Number:

Issuing Office File Number: 2022-14800

Property Address: 110 W. South Blvd. Crawfordsville, IN 47933

Revision Number: _____

SCHEDULE A

1. Commitment Date: **March 13, 2024**
2. Policy to be Issued:
 - (a) ALTA® 2021 Owner's Policy

Proposed Insured: **MCCF Bridge, Inc.**

Proposed Policy Amount: **\$500,000.00**

The estate or interest to be insured: **Fee Simple**
3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**
4. The Title is, at the Commitment Date, vested in **Montgomery County Commissioners** and, as disclosed in the Public Records, has been since
5. The Land is described as follows:
SEE ATTACHED EXHIBIT "A"

Allied Capital Title (Crawfordsville)

By: _____



Authorized Signatory

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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File No.: 2022-14800**EXHIBIT A**

The Land is described as follows:

Lot 8 in the American Legion Addition to the City of Crawfordsville, Indiana, a subdivision in the West Half of the Southwest Quarter of Section 5, Township 18 North, Range 4 West, the plat of which is recorded in Plat Book 162, page 414, in the Office of the Recorder of Montgomery County, Indiana.

EXCEPT the following described parcel: Commencing at the Southwest corner of said half-quarter section; thence North 00 degrees 27 minutes 25 seconds West along the West line of said Section 5, a distance of 34.00 feet; thence North 89 degrees 32 minutes 35 seconds East a distance of 30.00 feet to the Southwest corner of said Lot 8, said point being South 00 degrees 27 minutes 25 seconds East 240.00 feet from the Northwest corner of said Lot 8 and also being the point of beginning of this description; thence North 00 degrees 27 minutes 25 seconds West along the West line of said Lot 8, a distance of 22.03 feet; thence South 63 degrees 47 minutes 17 seconds East, a distance of 36.20 feet; thence North 89 degrees 58 minutes 20 seconds East a distance of 239.17 feet to the East line of said Lot 8; thence South 00 degrees 27 minutes 25 seconds East a distance of 7.85 feet along said East line to the South line of said Lot 8; thence North 89 degrees 38 minutes 14 seconds West along said South line a distance of 271.53 feet to the point of beginning; excluding said exception, containing 1.45 acres, more or less.

Situated in Montgomery County, Indiana.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. **Deed from Montgomery County Commissioners to MCCF Bridge, Inc. to be recorded in the Montgomery County Recorder's Office, State of IN.**
5. You must file a Disclosure of Sales Information forms prescribed by the State Board of Tax Commissioners pursuant to I.C. 6-1.1-5.5. The disclosure form must be filed with the county auditor's office prior to recording.
6. You should contact the local municipality to obtain information regarding unpaid sewer and/or municipal assessments that are not a recorded lien against the land. We are not responsible for collecting at closing such unpaid assessments unless otherwise instructed
7. This Commitment is not effective until you provide us with the name of the Proposed Insured(s) and the Policy amount(s). We limit our liability to \$250.00 until you provide us with the Policy Amount(s).
8. Vendor's and/or Mortgagor's Affidavits or Owner and/or Borrower Certifications to be executed at closing
9. Pursuant to I.C. 36-2-11-15, no document executed in the State of Indiana may be accepted for recording unless the document includes the following affirmative statement: "I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (name)."
10. Pursuant to I.C. 27-7-3.6, a fee of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in a Closing Disclosure and/or Settlement Statement as Title Insurance Enforcement Fund Fee ("TIEFF") Charge.
11. Pursuant to I.C. 27-1-22-2, the State of Indiana requires title insurance companies to charge a fee for closing protection letters in real estate transactions in which the title insurance company or its authorized agent acts as the settlement agent. In a residential transaction, the closing protection letters are mandatory and must be issued to each party. Insurance Company's fee for closing protection letters for First American is \$25 for a seller's letter, \$25 for a buyer's or borrower's letter and \$25 for a lender's letter and for Chicago Title is \$25 for a seller's letter, \$25 for a buyer's or borrower's letter and \$35 for a lender's letter.

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12. Pursuant to I.C. 27-7-3.7, the State of Indiana requires Good Funds for real estate transactions. Funds received from any party to the transaction in an amount of \$10,000 or more must be in the forms of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000 may be in the form of irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent, or check drawn on the trust account of a licensed real estate broker or other forms of Good Funds as referenced in I.C. 27-7-3.7. Personal checks may be accepted as provided under I.C. 27-7-3.7.
13. Pursuant to I.C. 6-1.1-12-43(e) and 27-7-3-15.5, the closing agent is required to report to the Indiana Department of Insurance the names and license numbers of certain real estate professionals participating in each residential real estate transaction. The information must be provided to the closing agent on or before the date of closing.
14. **Tender of fully executed Owner - Borrower Certificate.**
15. **Indiana state law, effective July 1, 2023, prohibits ownership of real property by certain foreign parties. This law can be found at Indiana Code § 1-1-16. Any loss or damage incurred as a result of a violation of this law is excluded from coverage under the terms of a title insurance policy.**
If a prohibited foreign entity or person is a party to this transaction, the Company must be notified in writing. The Company will not knowingly close or insure a transaction that violates the referenced state law.
16. **Payment of any fees or assessments due and owing to the due to water and/or sewer services.**
17. **ACT should be furnished with a certified copy of the property resolutions passed by the authorized representative(s) of authorizing the execution of the deed or mortgage along with a copy of the bylaws of said corporation. If the proposed transaction involves all, or substantially all, of the assets of , we must be furnished with a certified copy of the shareholder's resolution authorizing the transaction.**

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SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements or claims of easements, not shown by the Public Records.
3. The effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by public records.
5. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
6. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
7. **P.I.N. 54-10-05-333-026.000-030**
Tax Year: 2022
May Installment of \$0.00 is Paid.
November Installment of \$0.00 is Paid.
Valuation: \$0.00
Exemptions: Exempt Parcel
Taxes are payable to: Montgomery County Treasurer
8. **Taxes for the year(s) 2023 and payable 2024 are a lien not yet due and payable.**
9. **Covenants, conditions and restrictions (but omitting any such covenant or restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law), contained in American Legion Addition to the City of Crawfordsville, recorded August 30, 1955 in Plat Book 162, Page 414, which does not contain a reversionary or forfeiture clause.**
10. **Building lines and/or easements as shown on Plat of American Legion Addition to the City of Crawfordsville, recorded August 30, 1955 in Plat Book 162, Page 414.**

11. Terms, provisions and conditions of an Ordinance Vacating an Alley recorded June 20, 1991 as Document Number 423259.
12. An easement granted to the State of Indiana, its successors and assigns, recorded 5/23/1940 as Document Number in Book 143 Page 266.
13. Any rights, easements, interests or claims which may exist by reason of or reflected by the following facts shown on the survey dated January 17, 2023, by James S Swift, LS No 20200054. recorded January 24, 2023 as Document Number 202300350..
14. Subject property is subject to all lawful orders issued and assessments levied in connection with water and/or sewer utilities. Note: There is presently no outstanding lien of record on the property.
15. We should be furnished with a certified copy of the property resolutions passed by the authorized representative(s) of Montgomery County Commissioners, authorizing the execution of the deed or mortgage along with a copy of the bylaws of said corporation. If the proposed transaction involves all, or substantially all, of the assets of Montgomery County Commissioners, we must be furnished with a certified copy of the shareholder's resolution authorizing the transaction.
16. We should be furnished with a certified copy of the property resolutions passed by the authorized representative(s) of MCCF Bridge, Inc., authorizing the execution of the deed or mortgage along with a copy of the bylaws of said corporation. If the proposed transaction involves all, or substantially all, of the assets of MCCF Bridge, Inc., we must be furnished with a certified copy of the shareholder's resolution authorizing the transaction.
17. Terms, provisions and conditions of an Ordinance Adopting a Zoning Ordinance recorded June 10, 2019 as Document Number 201902950.
18. Minerals or mineral rights or any other subsurface substances (including, without limitation oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.
19. Rights of the Public, the State of Indiana, the County, the Township and the Municipality in and to that part of the premises in question taken, used or dedicated for roads or highways.
20. Rights of way for drainage ditches, drain tiles, feeders, and laterals, if any.
21. Judgment Search, including Bankruptcy and Patriot/OFAC, for 10 years past, has been done on all parties and none found
22. Note: The only conveyances affecting said Land, which recorded within 24 months of the date of this report, are as follows: None
23. Note for Information - Wire Instructions for ACT as follows:

Bank:	Iroquois Federal 619 N. Gilbert St., Danville, IL 61832
ABA Routing No.:	271173724
Account Number:	0081178627
File Number:	2022-14800





CHICAGO TITLE INSURANCE COMPANY

ALTA COMMITMENT FOR TITLE INSURANCE issued by Chicago Title Insurance Company

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRA CONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, **Chicago Title Insurance Company**, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

CHICAGO TITLE INSURANCE COMPANY

By:


Michael J. Nolan
President

ATTEST:


Marjorie Nemzuta
Secretary

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ALTA Commitment for Title Insurance (7-1-21)

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I - Requirements; and
- f. Schedule B, Part II - Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense

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ALTA Commitment for Title Insurance (7-1-21)

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CHICAGO TITLE INSURANCE COMPANY

incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:

- i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
 - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company shall not be liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
 - a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. **PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY.

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ALTA Commitment for Title Insurance (7-1-21)

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CHICAGO TITLE INSURANCE COMPANY

NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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ALTA Commitment for Title Insurance (7-1-21)

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Allied Capital Title
(Crawfordsville)
127 East Main Street
Suite 101
Crawfordsville, IN 47933
P# 765-362-1704
F# 765-362-1756

File Number: 2022-14800
Invoice Date: March 19, 2024
Policy Amount: \$500,000.00

To:

Customer:

**MCCF Bridge, Inc.
Montgomery County Commissioners**

Property Address: 110 W. South Blvd.
Crawfordsville, IN 47933
Property Tax ID: 54-10-05-333-026.000-030

Description	Seller Charges	Buyer Charges	Quantity	Total
Search Fee		\$225.00	1	\$225.00
Search Fee	\$225.00		1	\$225.00
State of IL Policy Fee		\$3.00	1	\$3.00
State of IL Policy Fee	\$3.00		1	\$3.00
E-recording per document if available \$5			1	\$0.00
Owner's Policy 1	\$1,075.00		1	\$1,075.00
Grand Totals	\$1,303.00	\$228.00		\$1,531.00

** County Recording Fees Increase Effective July 1, 2023. **

PLEASE INCLUDE A COPY OF THIS INVOICE OR REFERENCE OUR FILE NUMBER ON YOUR PAYMENT.

Please Remit To:
Allied Capital Title (Crawfordsville)
127 East Main Street
Suite 101
Crawfordsville, IN 47933

Thank you!

File Number: 2022-14800

OWNER / BORROWER CERTIFICATE - INDIVIDUAL

Undersigned, (whether one or more, "Owner/Borrower"), in order to induce Allied Capital Title (Crawfordsville) as insurer, and any agent acting on its behalf (collectively the "Title Company") to issue ALTA Owner and/or Loan policies (whether one or more, the "Policies") covering the real property described in Exhibit A attached hereto and further described in Schedule A of the Preliminary Report or Commitment bearing the file number referenced above (the "Commitment") and real property improvement(s), if any, thereon (collectively the "Property"), certifies, represents, warrants and agrees as follows:

1. Owner/Borrower is of legal age, has personal knowledge of the statements made herein, and is familiar with the condition, maintenance, operation, and use of the Property.

2. To the best of the undersigned's knowledge, the following statements are true, except as otherwise disclosed in the Commitment, or otherwise noted on an Exhibit attached to this Certificate:

a. Owner/Borrower holds title to the Property as described in the Commitment and has the unrestricted right to convey or encumber the Property as contemplated in the current transaction.

b. There are no parties occupying, renting, leasing, residing in, or possessing, or claiming any right to occupy or possess, any of the Property, pursuant to any written or oral agreement or claim of right other than (check all that apply):

☐

tenants identified on attached rent roll as tenants only with no right or option to purchase;

☐

tenants in possession under written leases as tenants only with no right or option to; or

☐

other (specify): _____

c. During Owner's/Borrower's period of ownership, Owner's/Borrower's possession of the Property has been peaceable and undisturbed, Owner's title to or access to the Property has never been disputed or questioned, there have been no parties claiming title to the Property or any portion thereof by reason of adverse possession or prescriptive rights, and there are no claims of encroachments or boundary line disagreements affecting the Property.

d. Owner/Borrower has granted no contract, option to purchase, right of first offer, or right of first refusal with respect to the Property.

e. There are no unpaid loans, debts, or obligations secured by mortgages or deeds of trust, security interests, judgments, abstracts, or other liens against the Property other than amounts being paid at the closing of the current transaction. Any shortage in the payoff amount of the existing loan is the responsibility of the Owner/Borrower.

- f. Owner/Borrower has not granted, and is not aware of, any claims, easements, covenants, restrictions, licenses, servitudes, or similar agreements against or encumbering the Property.
- g. Owner/Borrower has not made any assignment for the benefit of creditors, and there are no judgments, bankruptcies, executions, or receivership actions, nor any active or pending suits or proceedings, that affect the Property.
- h. There are no state, commonwealth, county, parish, borough, city, town, school district, improvement district, sewer district, water district, or other governmental or quasi-governmental agency taxes, assessments, owners' association dues or assessments, or other charges due or owing against the Property or any tax parcel of which the Property is a part, other than amounts being paid at the closing of the current transaction. No claim has been made by any governmental, quasi-governmental agency, or owners' association that any such taxes, assessments, or other charges levied against the Property are past due. There are no pending condemnation or eminent domain proceedings.
- i. Any property tax exemption or special valuation claimed by Owner/Borrower for the current and/or any prior years was validly and properly claimed for each year in which the exemption or special valuation was claimed.
- j. There are no obligations or claims for contributions for streets, paving, sidewalks, sewer lines, water lines, or similar public improvements adjoining or for the benefit of the Property within the past 60 days (90 days for commercial)
- k. There are no renovations, improvements, construction, or repairs on the Property in progress at the present time; there has been no renovation, improvements, construction, or repairs on the Property during the past year (other than routine maintenance that has been paid for in full); no material has been delivered to the Property for these purposes in the past year; and none of the foregoing activities are contemplated prior to recording of any conveyance document, mortgage, or deed of trust. For the purpose of this Certificate "construction" includes, but is not limited to, clearing, grading, excavation, demolition, site preparation, landscaping, and any other work or service for which a lien may be claimed.
- l. There are no disputed or outstanding bills for labor, services, or materials for renovations, improvements, construction, or repairs on the Property, including bills for professional services by architects, surveyors, engineers, or other service providers.
- m. There are no outstanding contracts under which labor, services or materials are to be supplied to the Property.
- n. There are no current violations of any covenants, conditions, or restrictions affecting the Property (including charges or assessments which have not been timely paid), and Owner/Borrower has received no notice or claim of any such violation.
- o. The Property has not been subdivided or consolidated with other property during the past year and there are no pending applications for subdivision/consolidation pending.
- p. There are no current violations of any zoning ordinances, building setback lines, subdivision laws, or building permits for the Property, and Owner/Borrower has received no notice or claim of any such violation.
- q. During Owner's/Borrower's period of ownership, no person has used or asserted a right to use the surface of the Property for the extraction or development of gravel, oil, gas, minerals, water, or other subsurface substances.
- r. There are no cemeteries, burial grounds, or grave markers on the Property.
- s. There are no roads, trails, or railroad lines on the Property.

t. Owner/Borrower is not aware of any claims or allegations made, asserted, or threatened by any third-party contrary to any statements contained in this Certificate.

u. Owner/Borrower has not executed, or caused to be executed, except as aforesaid, any deed, mortgage, contract for sale or other instrument affecting title to said realty.

3. This Certificate is given for the benefit of Title Company and its insured(s), and Title Company and its insured(s) are entitled to rely on the statements herein in connection with the closing of the transaction and issuance of the Policies. This Certificate is a material inducement to Title Company to issue the Policies, and Owner acknowledges that it will receive a material benefit from the issuance of the Policies. Owner agrees to indemnify, defend, and hold harmless Title Company against all losses, claims, costs, and expenses, including but not limited to reasonable attorneys' fees actually incurred, arising out of or in connection with any false statement contained in this Certificate.

4. If any lien, encumbrance, or adverse title matter arises or is recorded or filed on or after the effective date of the Commitment and before the recording of the documents associated with this transaction, Owner/Borrower will immediately notify Title Company and take all necessary action, including the payment of money, to remove, release, clear, and discharge the same to the satisfaction of Title Company.

5. This Certificate is executed by Owner/Borrower as of the Date set forth below and may be executed electronically and/or in multiple counterparts, which collectively constitute one instrument. If any counterpart is executed electronically, another counterpart does not have to be executed in the same manner, and the validity or enforceability of this Certificate or any counterpart will not be impaired or affected as a result. This Certificate is effective with respect to and binding upon each Owner signing below notwithstanding any other Owner's/Borrower's failure to sign this Certificate.

Montgomery County Commissioners

By _____ Date _____
:

MCCF Bridge, Inc.

By _____ Date _____
:

EXHIBIT A

Lot 8 in the American Legion Addition to the City of Crawfordsville, Indiana, a subdivision in the West Half of the Southwest Quarter of Section 5, Township 18 North, Range 4 West, the plat of which is recorded in Plat Book 162, page 414, in the Office of the Recorder of Montgomery County, Indiana.

EXCEPT the following described parcel: Commencing at the Southwest corner of said half-quarter section; thence North 00 degrees 27 minutes 25 seconds West along the West line of said Section 5, a distance of 34.00 feet; thence North 89 degrees 32 minutes 35 seconds East a distance of 30.00 feet to the Southwest corner of said Lot 8, said point being South 00 degrees 27 minutes 25 seconds East 240.00 feet from the Northwest corner of said Lot 8 and also being the point of beginning of this description; thence North 00 degrees 27 minutes 25 seconds West along the West line of said Lot 8, a distance of 22.03 feet; thence South 63 degrees 47 minutes 17 seconds East, a distance of 36.20 feet; thence North 89 degrees 58 minutes 20 seconds East a distance of 239.17 feet to the East line of said Lot 8; thence South 00 degrees 27 minutes 25 seconds East a distance of 7.85 feet along said East line to the South line of said Lot 8; thence North 89 degrees 38 minutes 14 seconds West along said South line a distance of 271.53 feet to the point of beginning; excluding said exception, containing 1.45 acres, more or less.

Situated in Montgomery County, Indiana.

Allied Capital Title
(Crawfordsville)
Privacy Statement

AlliedCapitalTitle,LLC (“ACT”) respects the privacy and security of your non-public personal information (“Personal Information”) and protecting your Personal Information is one of our top priorities. This Privacy Statement explains ACT’s privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. A C T follows the privacy practices described in this Privacy Statement and, depending on the business performed, ACT may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance companies agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies – We are permitted by law to share your name, address and facts about your transaction with other ACT companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties – We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/

Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out who your Personal Information has been disclosed to, and request correction or deletion of your Personal Information. However, ACT's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Allied Capital Title, LLC
201 W. Springfield
Ave, Suite 101
Champaign, IL 61820

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.