Tippecanoe County Board of Commissioners

Meeting
Monday, March 16, 2020
10:00 am
Tippecanoe Room, Tippecanoe County Office Building
20 N 3rd Street, Lafayette, Indiana

TENTATIVE AGENDA

I. PLEDGE OF ALLEGIANCE

II. EMERGENCY MANAGEMENT- WILLIAM "SMOKEY" ANDERSON

Proclamation: Severe Weather and Flood Preparedness Week, March 15-21, 2020

III. APPROVAL OF MINUTES

Monday, March 2, 2020

Documents:

AGENDA03162020MINUTESFROM03022020.DOCX

IV. PRESENTATION OF ACCOUNTS PAYABLE VOUCHERS- PAULA BENNETT

V. PRESENTATION OF PAYROLL- PAULA BENNETT

VI. AWARDING OF BID(S) FOR FAIRGROUNDS PROJECT

Phase 5

VII. HIGHWAY- STEWART KLINE

Permit to Close or Block a Road- Lions Club Car Show May 2, 2020, 6am-2pm in the Town of West Point (Washington, Columbia, Main, and Mulberry Streets will be closed.)

3 Year Utility Maintenance Bond- First Time Development Corporation for $5,000 to work in all County right-of-way's

Continuation Certificate- Indiana American Water Company for $5,000 to work in all County right-of-way's

Bid Bond- Rieth Riley Construction Co Inc for County Road 200 North Curve Correction Project

Bid Bond- Rieth Riley Construction Co Inc for County Road 600 North Reconstruction Project

Documents:

AGENDA03162020HIGHWAYPERMITTOCLOSEAROAD.PDF
AGENDA03162020HIGHWAYUTILITYMAINTENANCEBONDFIRSTTIMEDEV.PDF
AGENDA03162020HIGHWAYCONTINUATIONCERTIFICATEINDIANAAMERICANWATER.PDF
AGENDA03162020HIGHWAYBIDBONDRIETHRILEY200NORTH.PDF
AGENDA03162020HIGHWAYBIDBONDRIETHRILEY600NORTH.PDF

VIII. CARY HOME/YOUTH SERVICES- REBECCA HUMPHREY

Medical Consultation Agreement

Documents:

AGENDA03162020CARYMEDICALCONSULTATIONAGREEMENT.PDF

IX. INFORMATION TECHNOLOGY- KENT KROFT

Agreement with Pictometry International Corp

Documents:

AGENDA03162020ITAGREEMENTPICTOMETRY.PDF

X. SHERIFF- ROBERT GOLDSMITH

Office Planning Study with DLZ Indiana LLC

Documents:

AGENDA03162020SHERIFFSOFFICEPLANNINGSTUDY.PDF

XI. GRANTS- SHARON HUTCHISON

XII. RESOLUTION 2020-10-CM

Emergency Stay Home Pay

Documents:

AGENDA03162020RESOLUTIONEMERGENCYSTAYHOMEPAY.PDF

XIII. ORDINANCE 2020-02-CM

Regulation of Traffic in a Residential Complex

Documents:

AGENDA03162020ORDINANCEREGULATIONOFTRAFFICERESIDENTIALCOMPLEX.PDF

XIV. UNFINISHED/NEW BUSINESS

XV. REPORTS ON FILE

Building Commission
Clerk of the Circuit Court
Crystal Creek Boarding Kennel
Low Cost Spay Neuter Clinic
Public Library
Treasurer

Documents:

AGENDA03162020REPORTSONFILEBUILDINGCOMMISSION.PDF
AGENDA03162020REPORTSONFILECLERK.PDF
AGENDA03162020REPORTSONFILECRYSTALCREEKBOARDINGKENNEL.PDF
AGENDA03162020REPORTSONFILELOWCOSTSPAYNEUTERCLINIC.PDF
AGENDA03162020REPORTSONFILEPUBLICLIBRARY.PDF
AGENDA03162020REPORTSREPORTSONFILETREASURER.PDF

XVI. PUBLIC COMMENT

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), Tippecanoe County Government will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. For more information visit www.tippecanoe.in.gov/ada

Tippecanoe County Board of Commissioners

Meeting Minutes

Monday, March 2, 2020
10:00 am
Tippecanoe Room, Tippecanoe County Office Building
20 N 3rd Street, Lafayette, Indiana

Commissioners present President Tracy A. Brown, Vice President Thomas P. Murtaugh and Member David S. Byers.
Also present: Attorney Doug Masson, Auditor Robert Plantenga, and Commissioners' Assistant Paula Bennett.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE – President Brown called the meeting to order and lead the Pledge of Allegiance.

II. APPROVAL OF MINUTES from Monday February 18, 2020

- Commissioner Murtaugh moved to approve the minutes as presented, second by Commissioner Byers. Motion carried.

III. PRESENTATION OF ACCOUNTS PAYABLE – Paula Bennett

The claims from February 19, 2020 through March 2, 2020 were recommended for approval except for the PU Road School Luncheon Expenses.

- Commissioner Byers moved to approve the Accounts Payable as presented, second by Commissioner Murtaugh. Motion carried.

IV. PRESENTATION OF PAYROLL – Paula Bennett

The payroll from February 21, 2029 was recommended for approval without exception.

- Commissioner Byers moved to approve the Payroll as presented, second by Commissioner Murtaugh. Motion carried.

V. OPENING OF BIDS FOR FAIRGROUNDS PROJECT

The following bids were opened for Phase 5 of the Fairgrounds project:
Phase 5 B, Paving:
-Rieth-Riley with a base bid of $595,650 and an alternate of -$5,096.
-Milestone with a base bid of $598,800 and an alternate of -$43,500.
-American Paving with a base bid of $625,000 and an alternate of -$15,000.
Phase 5 A, Demolition
-Denny excavation with a bid of $258,400.
-Crowl Earthworks with a bid of $274,000.
-National Salvage and Service with a bid of $258,850.

- Commissioner Byers moved to take the bids under advisement, second by Commissioner Murtaugh. Motion carried.

VI. AWARDING OF BIDS FOR THE TIPPECANOE COUNTY CENTRAL OFFICES

The following bids, that were accepted on February 18th, were recommended for Phase 1 of the renovation of the former YMCA building:
1A. General Trades - to Big Ben Builders for $289,250.00
1B. Roofing, Gutters, and Downspouts - to Insley Systems for $252,000.00
1C. Hollow Metal Frames, Doors, and Hardware - to Mulhaupts for $79,897.00
1D. Aluminum Doors, Frames, and Storefront - to Central Indiana Glass & Glazing for $47,777.00
1E. Painting and Wall Coverings - to Heritage Classic Construction for $33,800.00

1F. Plumbing - to Brenneco for $35,000.00
1G. HVAC - to Eberhardt Heating & Cooling for $288,824.00
1H. Electrical - to Huston Electric for $278,800.00
1I. Excavation, Sitework, and Concrete - to Heartland Excavating for $145,470.00
1J. Asbestos Abatement - to National Environmental Service. Corp for $37,232.90

- Commissioner Murtaugh moved to award the bids as presented, second by Commissioner Byers. Motion carried.

VII. AREA PLAN COMMISSION – Sallie Fahey

A. **ORDINANCE 2020-01-CM**, to rezone slightly more than 4 acres of land owned by Alloy Custom Products, LLC from A to I3. The parcels are located just east of the CR 1075 N intersection with Old SR 25 N in Washington 1 (NE) 24-3.

- Commissioner Murtaugh moved to consider ORDINANCE 2020-01-CM, second by Commissioner Byers.

The property owner's representative, Joe Bumbleburg, stated that Alloy Custom Products has been in business at this location since 1996 and that this land is adjacent to their other property that is already zoned I3. This request is supported by the Comprehensive Plan and the Area Plan Commission voted in favor of the rezoning.
President Brown asked if there was any public comment and then called for the vote:

- Auditor Plantenga recorded the vote:

Commissioner Brown	yes
Commissioner Murtaugh	yes
Commissioner Byers	yes

ORDINANCE 2020-01-CM passed with a vote of 3-0.

B. Subdivision Variance for Bella Terra Subdivision (S-4905, Revised, Major-Preliminary Plat) to waive the requirement to extend a new street to the boundary line of the subdivision per USO Section 5.3(1)(c)(v). Executive Director Fahey stated that the Commissioners' decision will be a recommendation to the APC. The Subdivision Ordinance and the APC staff position is that internal connections between subdivisions provides better access into and out of a subdivision for emergency services, school buses and allows neighbors to go from one subdivision to another without having to use the public roads. Ryan Munden, representing the developer, stated that the original subdivision had received this variance, there would be an emergency access easement to the subdivision to the north and that school buses are not expected in the subdivision because it is designed for those over 55.

- Commissioner Murtaugh moved to approve the subdivision variance, second by Commissioner Byers but only if there is the emergency route to the subdivision to the north. Motion carried.

VIII. HIGHWAY – Stewart Kline presented and recommended:

A. Awarding the Bid for the Reconstruction of a curve correction on County Road 600 North Project to Rieth-Riley for $385,021.

- Commissioner Byers moved to approve the bid as presented, second by Commissioner Murtaugh. Motion carried.

B. Awarding the Bid for the County Road 200 North Curve Correction Project to Rieth-Riley for $473,267.

- Commissioner Murtaugh moved to award the bid as presented, second by Commissioner Byers. Motion carried.

C. Verification Certificate for Duke Energy for $5,000 to work in all County Right-of-Way

- Commissioner Byers moved to approve the Certificate as presented, second by Commissioner Murtaugh. Motion carried.

IX. GRANTS – Sharon Hutchison presented and recommended:

Permission to Apply for Grants:

A. The Sheriffs' Office wants to apply for an Office of Community Oriented Policing Services Grant to increase School Resource Officers in County schools. This would be a new grant and requires a three-year agreement with 25% match from the County.
   - Commissioner Murtaugh moved to grant permission to apply as presented, second by Commissioner Byers. Motion carried.

B. The Prosecutors' Office wants to apply for a 2022 Victims Of Crime Act Grant that pays for victim advocates and counseling for victims. The Office has previously received this grant.
   - Commissioner Murtaugh moved to grant permission to apply as presented, second by Commissioner Byers. Motion carried.

C. CASA also wants to apply for a 2022 Victims Of Crime Act Grant for a continuation of their program.
   - Commissioner Murtaugh moved to grant permission to apply as presented, second by Commissioner Byers. Motion carried.

Permission to Accept Grants funds:

A. CASA was awarded a CASA for Kids Fund grant for $55,158 to build capacity, meet current program needs and Outreach Coordinator position, and expand CASA services within Tippecanoe County. There is no match required by the county.
   - Commissioner Byers moved to accept the grant as presented, second by Commissioner Murtaugh. Motion carried.

B. The County was awarded a 2019-2020 Emergency Management Performance Grant for 50% of the salaries for three Emergency Management employees. The grant funds go to the General Fund and the County's match is the other 50% of the three salaries plus benefits.
   - Commissioner Byers moved to accept the grant as presented, second by Commissioner Murtaugh. Motion carried.

X. CIRCUIT COURT – Jennifer Prange presented and recommended:

Drug Screen Service Agreement Addendum with Sentinel for discounted drug screening costs for Veteran's Treatment Court.

- Commissioner Murtaugh moved to approve the agreement as presented, second by Commissioner Byers. Motion carried.

XI. PROBATION – Dave Hullinger presented and recommended:

Add one position for an Administrative Assistant and eliminate one Secretary Intake position in Court Services. There is not a pay grid change, both are COMOT 3 positions and it is in the 2020 budget.

- Commissioner Murtaugh moved to approve adding the one position and eliminating one position as presented, second by Commissioner Byers. Motion carried.

XII. RESOLUTION 2020-07-CM, TAX SALE CERTIFICATES TO THE CITY OF LAFAYETTE

Attorney Masson stated that the City requested transfer of certificates of sale for five properties that did not receive an adequate bid at the recent tax sale.

- Commissioner Murtaugh moved to approve the resolution as presented, second by Commissioner Byers. Motion carried.

XIII. RESOLUTION 2020-08-CM, DONATION OF VEHICLE TO BENTON COUNTY

The Tippecanoe County Sheriff's Department does not need a 1985 Ford F700 truck and wants to donate it to Benton County.

- Commissioner Murtaugh moved to approve the resolution as presented, second by Commissioner Byers. Motion carried.

XIV. RESOLUTION 2020-09-CM, ACCEPTANCE OF VEHICLE FROM RICHLAND TOWNSHIP

Richland Township, in Benton County, does not need a 1989 GMC Cutaway Van and wants to donate it to Tippecanoe County.

- Commissioner Murtaugh moved to approve the resolution as presented, second by Commissioner Byers. Motion carried.

XV. AGREEMENT FOR A WASTEWATER IMPROVEMENT PROJECT FOR AMERICUS, BUCK CREEK, AND COLBURN

This is the first phase of a multi-stage agreement with The Lochmueller Group to prepare preliminary engineering plans and then design, environmental reporting, bidding and construction assistance for wastewater improvements in the area.

- Commissioner Murtaugh moved to approve the agreement as presented, second by Commissioner Byers. Motion carried.

XVI. AGREEMENT FOR ACCOUNTING SERVICES WITH BAKER TILLY

This is an agreement to provide a preliminary financial plan to the Americus, Buck Creek and Colburn Regional Sewer District and possibly a rate study, bond issue, multi-year capital asset financial planning and other accounting services.

- Commissioner Murtaugh moved to approve the agreement as presented, second by Commissioner Byers. Motion carried.

XVII. CHANGE ORDERS FOR SHERIFF'S OFFICE & JAIL CCTV SYSTEM UPGRADE PROJECT

A. Corrections to the January 6th change order #1 for jail cameras and fiber to pole in the amount of $11,050.

- Commissioner Byers moved to approve the change order as presented, second by Commissioner Murtaugh. Motion carried.

B. Corrections to the January 6th change order #2 for the purchase of additional four cameras in the amount of $8,155.

- Commissioner Byers moved to approve the change order as presented, second by Commissioner Murtaugh. Motion carried.

C. Change order #3 for a new console and central control in the amount of $9,995.

- Commissioner Byers moved to approve the change order as presented, second by Commissioner Murtaugh. Motion carried

XVIII. UNFINISHED/NEW BUSINESS – None

XIX. REPORTS ON FILE

-Health Department's Gateway to Hope
-Parks and Recreation
-Wabash River Heritage Corridor Commission
-Weights and Measures
-Purdue Extension Service

XX. PUBLIC COMMENT

Amber Noll, from the Extension Service, had copies of their report and thanked the Commissioners for attending their Annual Dinner. She stated that they held the ABCs of Agriculture last Friday in cooperation with McCutcheon High School with 337 youth attending.

Dave Byers stated that anyone who wanted to see a brand-new confined animal feeding operation, the Verhey Farms will be open March 14 from 9-11am.

Commissioner Byers moved to adjourn. President Brown adjourned the meeting.

BOARD OF COMMISSIONERS OF
THE COUNTY OF TIPPECANOE

_____
Tracy A. Brown, President

_____
Thomas P. Murtaugh, Vice-President

_____
David S. Byers, Member

ATTEST:

_____
Robert A Plantenga, Auditor 3/16/2020

Minutes prepared by John Thomas, Recording Secretary

Form 76-105
APPLICATION FOR A PERMIT TO CLOSE OR BLOCK A COUNTY HIGHWAY OR ROAD

County of Tippecanoe — Lafayette, Indiana

Township WAYNE — 2-28, 2020

I hereby make application for a permit to close WASHINGTON & JEFFERSON ST's

Section _____, WAYNE Township, at the following described location:

_____

_____

This permission is requested for the purpose of LIONS CLUB CAR SHOW.

The road will be closed from 6:00 (A.M.) P.M., MAY 2, 20 20

to 2:00 A.M. (P.M.) MAY 2, 20 20.

Traffic will be routed as follows:
FROM WASHINGTON TO COLUMBIA TO MONROE TO MAIN THEN WASHINGTON TO MULBERRY THEN RETURN TO WASHINGTON
Traffic will be protected as follows:
ROAD CLOSED SIGNS (WE HAVE THE SIGNS).

The applicant hereby agrees to save the Tippecanoe County Board of Commissioners harmless from liability for personal injuries or damages to public or private property resulting from the granting of this permit. The applicant further agrees to consult the Tippecanoe County Highway Superintendent and the Tippecanoe County Highway Engineer as to proper signage to protect the traffic. The applicant agrees also to notify the Tippecanoe County Police Department before closing the above said road.

PERMIT APPROVED BY:
THE BOARD OF COMMISSIONERS
OF THE COUNTY OF TIPPECANOE

_____
President

_____

_____

Date _____

Attest: _____

Phillip A Hatter 765-572-2687
Applicant's Signature

BOX 23
Street Address

WEST POINT, IN 47992
City, State

RECEIVED
FEB 28 2020

cc: Customer
Commissioners
Auditor
Sheriff
Highway Superintendent
Original – Highway Permits Department

IK-MM
3-2-20

RECEIVED
FEB 28 2020

Bond # LSM1322280

UTILITY MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

that we First Time Development Corporation as principal (hereinafter referred to as Principal), and **RLI Insurance Company** as Surety, are held and firmly bound into the Board of Commissioners of the County of Tippecanoe in the State of Indiana, jointly and severally, in the sum of Five Thousand and 00/100 Dollars ($ 5,000.00) in the aggregate, for the payment of which we firmly bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, the Principal is a corporation and is a regulated public utility subject to the rules of the Public Service Commission of Indiana; and

WHEREAS, in the operation of its lines in the State of Indiana, particularly in Tippecanoe County, it is necessary from time to time, for the utility to make cuts across the highways of Tippecanoe County and to make cuts in other portions of the right-of-way for the installation of additional lines and so forth, to extend its services and for the purposes of repairing existing lines and relocating the same.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall faithfully perform the work to be done in each such installation above referred to and shall fully indemnify and save harmless the Board of Commissioners of the County of Tippecanoe in the State of Indiana from all costs and damage which the Board may suffer by reason of the failure of Principal to do so and shall fully reimburse and repay the Board of Commissioners for all outlays and expenses which the Board of Commissioners may incur in making good any such default and shall pay all persons who have contracts directly with the Principal for labor and materials, and the Principal warrants that each such installation shall be done in a workmanlike manner and that all the materials used in the construction and installation shall be of good quality and construction and that each such project shall be constructed in accordance with the standards, specifications, and requirements of the Tippecanoe County Highway Department permit and the sub-division control ordinance applicable to said plat, and if Principal, at its own expense for a period of three (3) years after each such improvement and installation are accepted for public maintenance by the Board of Commissioners of the County of Tippecanoe in the State of Indiana, shall make all repairs thereto which may become necessary by reason of improper workmanship or materials; with such maintenance, however, not to include any damage to said improvements and installations resulting from forces or circumstances beyond the control of said Principal or occasioned by inadequacy of standards, specifications and requirements of said Tippecanoe County Highway Permit and Sub-Division Control Ordinance; then this obligation shall be null and void, otherwise it shall remain in full force and effect.

(OVER)

In witness whereof, we have hereunto set our hands and seals this 13th day of February, 2020.

PRINCIPAL: First Time Development Corporation
(Insert name of principal above)

By: Toni Neal
(Agent for Principal should sign here and indicate capacity or position with Principal)
Toni Neal Office Manager

SURETY: **RLI Insurance Company**
(Insert name of Surety)

By: Amber Allison
Amber Allison

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

ACCEPTANCE

The above Maintenance Bond approved and accepted on behalf of the Board of Commissioners of the County of Tippecanoe in the State of Indiana, on this _____ day of _____, _____.

_____
President

_____

_____
Constituting the Board of Commissioners of the County of Tippecanoe, in the State of Indiana

ATTEST:

_____
Auditor of Tippecanoe County

POWER OF ATTORNEY

RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

Bond No. LSM1322280

That the **RLI Insurance Company**, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Amber Allison in the City of Lafayette, State of Indiana, as its true and lawful Agent and Attorney In Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Two Hundred Fifty Thousand and 00/100 Dollars ($ 250,000.00) for any single obligation, and specifically for the following described bond.

Principal: **First Time Development Corporation**
Obligee: **Tippecanoe County Board of Commissioners Hwy Eng. Dept**
Type Bond: **Utility Maintenance**
Bond Amount: **$ 5,000.00**
Effective Date: **March 17, 2020**

The **RLI Insurance Company** further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 13th day of February, 2020.

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois
County of Peoria } SS

On this 13th day of February, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L Johnigk
Gretchen L. Johnigk — Notary Public

GRETCHEN L JOHNIGK
NOTARY PUBLIC STATE OF ILLINOIS
"OFFICIAL SEAL"
My Commission Expires
May 26, 2020

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 13th day of February, 2020.

RLI Insurance Company

By: Jeffrey D Fick
Jeffrey D. Fick — Corporate Secretary

A0006D19

CONTINUATION CERTIFICATE

Travelers Casualty and Surety Company of America , Surety upon

a certain Bond No. 103287696

dated effective March 27, 2000
(MONTH-DAY-YEAR)

on behalf of Indiana-American Water Company
(PRINCIPAL)

and in favor of Board of Commissioners of the County of Tippecanoe

(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on March 27, 2020
(MONTH-DAY-YEAR)

and ending on March 27, 2021
(MONTH-DAY-YEAR)

Amount of bond $ 5,000

Description of bond Utility Maintenance Bond

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on January 9, 2020
(MONTH-DAY-YEAR)

Travelers Casualty and Surety Company of America

By Sandra King
Sandra King , Attorney-in-Fact

S-0157/GEEF 11/99

The above **Continuation Certificate – Indiana American Water Company** approved and accepted on behalf of the Board of Commissioners of the County of Tippecanoe in the State of Indiana, on this _____ day of _____, 2020.

_____
Tracy A. Brown, President

_____
Thomas P. Murtaugh, Vice President

_____
David S. Byers, Member

Constituting the Board of Commissioners of the County of Tippecanoe, in the State of Indiana.

Attest: _____
Robert A. Plantenga, Auditor

No. 439

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

KNOW ALL MEN BY THESE PRESENTS,

That we, RIETH-RILEY CONSTRUCTION CO., INC., as Principal, hereinafter called the Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, of Hartford, Connecticut, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto Tippecanoe County Board of Commissioners, as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid Dollars ($ **5%**), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Tippecanoe County CR 200N Curve Correction

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such, or in the *event* of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 18th day of February, 2020

Witness

Witness K Hannigan

RIETH-RILEY CONSTRUCTION CO., INC.
(Principal) (Seal)

(Name & Title)
Christopher L. Weinkauf

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Sandra M. Nowak, Attorney-in-Fact

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 18th of February ,2020 , before me, Diane M. O'Leary, a Notary Public, within and for said County and State, personally appeared Sandra M. Nowak to me personally known to be the Attorney-in-Fact of and for Travelers Casualty and Surety Company of America and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Diane M. O'Leary

Notary Public in the State of Illinois
County of Cook

OFFICIAL SEAL
DIANE M O'LEARY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 01/04/2021

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Sandra M. Nowak** of **Chicago** **Illinois** , their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, **2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**

Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 18th day of February, 2020

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

The above **Bid Bond – Rieth-Riley Construction – CR 200 N Project** approved and accepted on behalf of the Board of Commissioners of the County of Tippecanoe in the State of Indiana, on this _____ day of _____, 2020.

_____
Tracy A. Brown, President

_____
Thomas P. Murtaugh, Vice President

_____
David S. Byers, Member

Constituting the Board of Commissioners of the County of Tippecanoe, in the State of Indiana.

Attest: _____
Robert A. Plantenga, Auditor

No. 437

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

KNOW ALL MEN BY THESE PRESENTS,

That we, RIETH-RILEY CONSTRUCTION CO., INC., as Principal, hereinafter called the Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, of Hartford, Connecticut, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto Tippecanoe County Board of Commissioners, as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Total Amount Bid Dollars ($ **5%**), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Tippecanoe County CR 600N Reconstruction

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such, or in the *event* of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 18th day of February, 2020

Nancy A. Yoder
Witness

K Hannigan
Witness

RIETH-RILEY CONSTRUCTION CO., INC.
(Principal) (Seal)

(Name & Title)
Christopher L. Weinkauf

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Sandra M. Nowak, Attorney-in-Fact

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 18th of February, 2020, before me, Diane M. O'Leary, a Notary Public, within and for said County and State, personally appeared Sandra M. Nowak to me personally known to be the Attorney-in-Fact of and for Travelers Casualty and Surety Company of America and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Diane M. O'Leary

Notary Public in the State of Illinois
County of Cook

OFFICIAL SEAL
DIANE M O'LEARY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 01/04/2021

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Sandra M. Nowak** of **Chicago** , **Illinois** , their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, **2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**

Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 18th day of February, 2020

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

The above **Bid Bond – Rieth-Riley Construction – CR 600 N Project** approved and accepted on behalf of the Board of Commissioners of the County of Tippecanoe in the State of Indiana, on this _____ day of _____, 2020.

_____
Tracy A. Brown, President

_____
Thomas P. Murtaugh, Vice President

_____
David S. Byers, Member

Constituting the Board of Commissioners of the County of Tippecanoe, in the State of Indiana.

Attest: _____
Robert A. Plantenga, Auditor

MEDICAL CONSULTATION AGREEMENT

This Medical Consultation Agreement (the "Agreement") has been entered into this _____ day of _____ 2020 (the "Effective Date") by and between Indiana University Health Arnett, Inc., ("Arnett") and the Tippecanoe County Board of Commissioners ("Board") (collectively the "Parties").

WHEREAS, the Board owns and operates the Cary Home for Children ("Cary Home") located at 1530 South 18"' Street, Lafayette, Indiana, for the purpose of providing residential care, supervision and treatment of at risk juveniles in cooperation with Tippecanoe County Division of Family and Children, Tippecanoe County Courts, Tippecanoe County Juvenile Probation Department and other interested parties; and

WHEREAS, the Board has determined a need for the Cary Home staff to have medical consultation services available to ensure the appropriate medical care of the juveniles at Cary Home; and

WHEREAS, Arnett employs physicians who are licensed to practice medicine in the state of Indiana and are appropriately qualified to provide medical consultation services (the "Services") (which are hereinafter defined) to Cary Home;

WHEREAS, Arnett recognizes the intrinsic benefit of the Cary Home to the community and the juveniles it serves and has historically supported Cary Home's charitable purpose by providing medical consultation services to Cary Home; and

WHEREAS, Arnett desires to continue supporting charitable activities in the community by continuing to provide the Services to Cary Home.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Arnett and the Board agree as follows:

1. **Appointment**. Arnett desires to provide the Services to the Board as described herein through Arnett-employed physician, Michael Beardmore, M.D., or such other individual designated by Arnett during the Term of this Agreement ("Physician").

2. **Responsibilities of Arnett and Physician.** Throughout the term of this Agreement, Arnett will exert, and will cause Physician to exert, its and his best efforts in providing the following Services to Cary Home:

a) Physician will attend Cary Home's monthly meetings, as reasonably requested and upon reasonable advance notice, to discuss and coordinate medical care of the juveniles at Cary Home.

b) Physician will review the medical aspects of Cary Home's programs as reasonably requested by Cary Home.

c) In time-sensitive situations and upon reasonable request from Cary Home staff, Arnett through its Physician may provide medical services to juveniles who reside at Cary Home.

3. **Responsibilities of Board.** Throughout the term of this Agreement, the Board will exert, and will cause Cary Home to exert, its best efforts to ensure that Cary Home performs the following:

a) Provide the Physician with advance notice of all monthly meetings that Physician is reasonably expected to attend.

b) Promptly provide necessary billing information, including third-party payor identification, for Cary Home juveniles who receive medical services from Arnett through its Physician.

c) Ensure that any and all necessary records and reports are available to Arnett and Physician, as reasonably necessary, for Physician to provide Services under this Agreement.

4. **Term and Termination.**

a) Term. This Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of one (1) year thereafter. This Agreement shall automatically renew for additional one (1) year terms, unless terminated earlier as provided in this Agreement.

b) Termination. Either party may terminate this Agreement at any time with or without cause upon thirty (30) days' written notice to the other party.

i) Notwithstanding the foregoing, the Term of this Agreement will automatically end upon Physician no longer being available to provide the Services; provided, however, this Agreement will not terminate if Arnett provides another physician to provide the Services described herein.

ii) Notwithstanding the foregoing, this Agreement shall terminate no later than December 31, 2023.

iii) If this Agreement is terminated for any reason within one (1) year of the Original Commencement Date then, prior to the first anniversary of the Original Commencement Date, Arnett and the Board will not enter into any agreement with each other for the same or similar Services at Center.

5. **Compensation.**

a) For the Services. The Board shall pay Arnett $100.00 per calendar month ("Fee"), payable each month throughout the term of this Agreement, for the Services rendered by Physician to Cary Home. Physician shall be required to spend no more than four (4) hours per month on the Services.

b) For Direct Resident Care. In addition to the Fee, Arnett shall charge reasonable and customary rates for medical services provided by the Physician to Cary Home juveniles pursuant to this Agreement.

6. **Outside Activities**. Subject to the terms and conditions of this Agreement, the Physician may devote professional time to the practice of medicine and other professional activities for Arnett.

7. **Clinical Services**. Arnett shall separately bill for and collect fees related to any clinical services provided by Physician pursuant to this Agreement. Physician will document the provision of clinical services in patient medical records in a manner consistent with best practices within the industry in order to enable clinical services to be billed accurately to patients and third-party payers. Arnett will submit claims to patients and third-party payers in a timely manner. Arnett, the Board, and Cary Home each agree to comply with the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA").

8. **Professional Judgment**. Neither the Board nor Arnett intend to, nor will they interfere with, control, or affect the Physician's exercise of independent clinical and professional judgment in the practice of medicine.

9. **Status of the Parties.** None of the provisions of the Agreement are intended to create, nor shall be deemed or construed to create any joint venture, partnership, or any other relationship, between the Parties other than that of independent entities contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Neither of the Parties nor any of the respective employees or agents shall be construed to be the agent, employee, or representative of the other.

10. **Insurance**.

10.1. Arnett provides professional liability insurance to Physician for services Physician provides pursuant to his employment relationship with Arnett.

10.2 Each Party shall maintain at all applicable times, at its own expense: (i) comprehensive general liability insurance in amounts equal to at least one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) annual in the aggregate and (ii) workers' compensation insurance in accordance with the laws of the State of Indiana, and employer's liability in the amount of one million dollars ($1,000,000). The Parties will provide each other with copies of their Certificates of Insurance upon request.

11. **Indemnification.** Each Party hereto (as the "Indemnifying Party") agrees to indemnify and hold harmless the other Party (as the "Indemnified Party") and its affiliates, directors, officers, employees and agents from and against any losses, judgments, claims, costs, expenses (including reasonable attorneys' fees), liabilities, or damages (collectively "Losses") asserted against the Indemnified Party and resulting from the Indemnifying Party's breach of its obligations under this Agreement or the negligent act or omission or willful misconduct of the Indemnifying Party or its directors, officers, employees, or agents in connection with this

Agreement. The Parties shall reasonably cooperate with each other in the defense of such claim proceeding or suit.

12. **Record Retention**. Arnett will retain all books and records relating to this Agreement for a period of four (4) years after the termination of this Agreement and will, when requested, provide Medicare and other federal authorities with access to those books and records.

13. **Entire Agreement**. Except as otherwise provided herein, this Agreement is the entire agreement between the parties with respect to the subject matter of the Agreement, and there are no other provisions, terms, conditions, or agreements with respect to that subject matter.

14. **Governing Law**. This Agreement and all questions arising under this Agreement shall be determined and enforced in accordance with the laws of the State of Indiana, except for any conflict of laws provisions of Indiana law that would result in the application of the substantive laws of another jurisdiction. **THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED, WITHOUT THE BENEFIT OF A JURY, THE RIGHT TO WHICH, IF ANY, IS HEREBY EXPLICITLY WAIVED BY THE PARTIES, ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN TIPPECANOE~~MARION~~ COUNTY, STATE OF INDIANA; AND THE PARTIES HEREBY IRREVOCABLY CONSENT AND SUBMIT TO THE JURISDICTION AND VENUE OF THE STATE AND FEDERAL COURTS LOCATED IN MARION COUNTY, INDIANA, IN CONNECTION WITH ANY LEGAL ACTION RELATING TO THIS AGREEMENT.**

15. **Amendment**. In order to be valid, an amendment or change to this Agreement must be in writing and signed by both parties.

16. **Invalidity of Particular Provisions**. The invalidity or unenforceability of any particular provision of this Agreement will not affect the validity or enforceability of any other provisions of this Agreement and this Agreement will be construed as if the invalid or unenforceable provision were omitted, except to the extent, if any, that such invalidity or unenforceability may deny a party material benefits reasonably anticipated by that party as an inducement to enter into or renew this Agreement.

17. **Counterparts**. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

18. **Nondiscrimination.** In carrying out the terms of this Agreement, neither party shall discriminate on the basis of race, religion, ethnic or national origin, gender, sexual orientation, genetic history, marital status, age, disability, or veteran status.

19. **Regulatory**. Arnett and the Board shall comply with all applicable federal and state laws and regulations, including without limitation, (i) the federal Anti-kickback Statute (42 U.S.C. Section 1320a-7(b)) and the related safe harbor regulations and (ii) the Stark Law (42 U.S.C. Section 1395nn) and its limitations on physician referrals. Nothing in this Agreement is

intended to contain or consist of any consideration or remuneration provided in exchange for the recommendation, arrangement, or referral of patients or services to Arnett.

20. **Assignment**

This Agreement shall not be assigned without the advanced written consent of the other party.

21. **Notice**. All notices, requests, demands, and other communications that may or are required to be given under this Agreement will be in writing and will be deemed to have been duly given on the date of delivery if delivered on the party to whom notice is to be given (including via overnight delivery), or on the third day after mailing if mailed to the party to whom notice is to be given by certified mail, return receipt requested, and properly addressed as follows:

If to the Board, to:

Cary Home for Children
1530 South l 81h Street
Lafayette, Indiana 47904

If to Arnett, to:

President
Indiana University Health Arnett, Inc.
2550 Greenbush Street
Lafayette, IN 47904

With a copy to:

Sr. Vice President and General Counsel
Indiana University Health, Inc.
340 West 10th Street, Suite 6100
Indianapolis, IN 46202

No provision of this Agreement, including this Section, will be deemed to constitute consent to the manner and address for service of process in connection with any legal proceeding (including such arising out of or in connection with this Agreement), which service will be effected as required by applicable law.

[SIGNATURES ON FOLLOWING PAGE;
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

THEREFORE, the Arnett and the Board have executed this Agreement as of the Effective Date.

Tippecanoe County Board of Commissioners

By:_____

Name:_____

Title:_____

INDIANA UNIVERSITY HEALTH ARNETT, INC.

By:_____

Name: James Bien, M.D.

Title: Chief Medical Officer

AGREEMENT BETWEEN PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND TIPPECANOE COUNTY, IN ("CUSTOMER")

1. This order form ("Order Form"), in combination with the contract components listed below:

   Section A: Product Descriptions, Prices and Payment Terms
   Section B: License Terms:
   - Delivered Content Terms and Conditions of Use
   - Software License Agreement

   Section C: Non-Standard Terms and Conditions
   Section D: Tippecanoe County, Indiana Standard Terms and Conditions
   Appendix 1: Photogrammetric Product Specifications
   Sector Maps

   (all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Tippecanoe County, Indiana Standard Terms and Conditions; Non-Standard Terms and Conditions; Photogrammetric Product Specifications; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.

3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
Department of Information Technology Tippecanoe County Government 20 N 3rd St	25 Methodist Hill Drive
Lafayette, IN 47901	Rochester, NY 14623
Attn: Kent Kroft, GIS Administrator	Attn: General Counsel
Phone: (765) 423-9357	Phone: (585) 486-0093 Fax: (585) 486-0098

   Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.

5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.

7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.

8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.

10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	**PICTOMETRY**
TIPPECANOE COUNTY, IN	**PICTOMETRY INTERNATIONAL CORP.**
(entity type)	a Delaware corporation
SIGNATURE:	**SIGNATURE:**
NAME:	**NAME:**
TITLE:	**TITLE:**
DATE:	**EXECUTION DATE:**
	DATE OF RECEIPT (EFFECTIVE DATE):

SECTION A — PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623

ORDER #
C17430204

BILL TO
Tippecanoe County, IN
Kent Kroft, GIS Administrator
Department of Information Technology Tippecanoe County Government 20 N 3rd St Lafayette, IN 47901
(765) 423-9357
kkroft@tippecanoe.in.gov

SHIP TO
Tippecanoe County, IN
Kent Kroft, GIS Administrator
Department of Information Technology Tippecanoe County Government 20 N 3rd St Lafayette, IN 47901
(765) 423-9357
kkroft@tippecanoe.in.gov

CUSTOMER ID	SALES REP
A117170	ldavis

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
527	IMAGERY-Color Digital Orthophotography-6in GSD-Industry-Standard Delivery Format-per sq mi	Product includes: Color Digital Orthophotography - 6 inch GSD ("CDO") consists of 6-inch GSD ortho mosaics delivered to Customer in an open industry-standard digital delivery format not proprietary to Pictometry. See Appendix for mosaic specifications and selected delivery format. Customer shall own the copies of the CDO delivered to the Customer in an industry-standard digital delivery format not proprietary to Pictometry pursuant to this Agreement (the "CDO Deliverables"), notwithstanding anything in this Agreement to the contrary. Pictometry shall retain copies of the CDO Deliverables and shall own those copies. Applicable Terms and Conditions: Order Form	$100.00	$90.00 (10%)	$47,430.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	$199.00		$199.00
1	AccuPlus Imagery Bundle w/One(1) Year of EFS Maint & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, five (5) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	$0.00		$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	$0.00		$0.00
1	AccuPLUS Project Fee - PICT DTM	AccuPLUS project fee for projects without customer-supplied DTM Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$7,500.00	$0.00 (100%)	$0.00

Thank you for choosing Pictometry as your service provider.	TOTAL	$47,629.00

[1]Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In

addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

Due at Initial Shipment of Products	$47,629.00
Total Payments	**$47,629.00**

PRODUCT PARAMETERS

ACCUPLUS IMAGERY

Product:	**IMAGERY-Color Digital Orthophotography-6in GSD-Industry-Standard Delivery Format-per sq mi**
Coverage Area Format:	Shapefile
Leaf:	Leaf Off: Less than 30% leaf cover

RapidAccess—Disaster Response Program ("DRP")
Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

A. **Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- ☐ **Hurricane:** areas affected by hurricanes of Category 2 and higher.
- ☐ **Tornado:** areas affected by tornados rated EF4 and higher.
- ☐ **Terrorist:** areas affected by damage from terrorist attack.
- ☐ **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- ☐ **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.

B. **Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.

C. **Online Services – Use of Pictometry Connect Explorer™** – Pictometry's DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

PICTOMETRY DELIVERED CONTENT TERMS AND CONDITIONS OF USE

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.

1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.

1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.

1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.

1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
(a) install the Delivered Content on Authorized Systems;
(b) permit access and use of the Delivered Content through Authorized Systems by:
(i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
(ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
(iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.

2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.

2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.

2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.

2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.

2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.

2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.

3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.

3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.

3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.

3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

4.1 **Term**. The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.

4.2 **Effect of Termination**. Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

5.1 **Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies

of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

5.2 Confidentiality of Delivered Content. The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

6.1 Limited Warranties; Exclusive Remedy. Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.

6.2 Disclaimer of Other Warranties. Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.

6.3 Limitation of Liability. With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

7. MISCELLANEOUS PROVISIONS

7.1 Restricted Rights. Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.

7.2 Governing Law. This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

PICTOMETRY SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. BY USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.

1. **GENERAL.** The software ("Pictometry Software") and any written materials that accompany the software ("Documentation") in any media or form are licensed, not sold, to you by Pictometry International Corp. ("Pictometry") for use only under the terms of this License. Pictometry reserves all rights not expressly granted to you in this License.

2. **LICENSE.** Subject to the terms and conditions of this License, you are granted a limited, non-transferable, terminable, non-sublicenseable, non-exclusive license to install and use the Pictometry Software and the Documentation (collectively, the "Proprietary Materials") solely for internal use. Use of the functionality provided by the Pictometry Software other than for your internal use is prohibited, except with the prior written approval of Pictometry. You may make one copy of the Pictometry Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright and other proprietary notices contained in the original. You will not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Pictometry Software. Any attempt to do so is a violation of the rights of Pictometry and its licensors.

3. **TITLE.** The Proprietary Materials are confidential information of, trade secrets of, and are proprietary to Pictometry. Title to the Proprietary Materials is and will remain in Pictometry and its licensors. All applicable rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the Proprietary Materials are and will remain in Pictometry and its licensors. You will not assert any right, title or interest in the Proprietary Materials provided to you under this License, except for the express license granted to you hereunder. You will not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and you will reproduce all such information on all copies made hereunder. You will keep the Proprietary Materials free of all claims, liens and encumbrances.

4. **DISCLAIMERS OF WARRANTY.** USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.

5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS ($50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.

7. **MISCELLANEOUS PROVISIONS.**

   A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.

   B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.

   C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.

   D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.

   E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.

G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.

H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

SECTION C — NON-STANDARD TERMS AND CONDITIONS

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.

2. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Indiana, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Indiana in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.

[END OF NON-STANDARD TERMS AND CONDITIONS]

SECTION D TIPPECANOE COUNTY INDIANA STANDARD TERMS AND CONDITIONS

Non-Discrimination – Pursuant to IC 22-9-1-10, Pictometry and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of the covenant may be regarded as a material breach of this Agreement.

Default - If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

Governing Law; Exclusive Jurisdiction; Exclusive Venue - This Agreement is entered into in Indiana and all matters arising under or related to this Agreement shall be governed by and construed in accordance with the substantive law (and not the law of conflicts) of the State of Indiana. Courts of competent authority located in Tippecanoe County, Indiana shall have sole and exclusive jurisdiction of any action arising out of or in connection with the Agreement, and such courts shall be the sole and exclusive venue for any such action.

Severability - Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Force Majeure - In the event that any party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, actions or decrees of governmental bodies or communication line failure not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to other parties and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of such notice of the Force Majeure Event, the party whose ability to perform has not been so affected may be given written notice to terminate this Agreement.

Affirmative Action - Contractor For the work specified in this Contract, Pictometry agrees to take affirmative action to insure that applicants and employees of Pictometry (and any Subcontractors) are treated in a manner which provides equal employment opportunity and tends to eliminate inequality, based upon race, color, creed, religion, ancestry, national origin, sex, disability, age, marital status or status with regard to public assistance. Affirmative action shall include but not be limited to the issuance of a policy statement regarding equal employment and its communication to all personnel involved in recruitment, hiring, training, assignment, and promotion; notification of all employment sources of company policy and active efforts to review the qualifications of all applicants regardless of race, color, creed, religion, ancestry, national origin, sex, disability, age, marital status or status with regard to public assistance; recruiting in the minority/female group community for employees; and establishing and internal system of reporting concerning equal employment, recruiting, hiring, training, upgrading and the like. Breach of the obligation to take affirmative action shall be a material breach of the contract for which the County shall be entitled to at its option: (1) Cancel, terminate, or suspend the contract in whole or in part; and/or (2) Declare Contractor ineligible for further County contracts.

E-Verify Employment Eligibility Verification - In accordance with IC 22-5-1.7, if Pictometry has any employees or subcontractors, and the E-Verify program as defined in IC 22-5-1.7-3 is in existence, **Pictometry** shall enroll in and verify the work eligibility status for all of Pictometry's newly hired employees through the E-Verify program. Pictometry shall not knowingly employ or contract with an unauthorized alien, nor shall Pictometry retain an employee or contract with a person that **Pictometry** subsequently learns is an unauthorized alien.

Pictometry shall:
Sign and deliver to County a sworn affidavit that affirms that Pictometry has enrolled and is participating in the E-Verify program;
Provide documentation to County substantiating that Pictometry has enrolled and is participating in the E-Verify program; and
Sign and deliver to County an affidavit affirming that Pictometry does not knowingly employ an unauthorized alien.

Pictometry shall require all subcontractors, who perform work under this contract, to certify to Pictometry in a manner consistent with federal law that the subcontractor, at the time of certification, does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Pictometry agrees to maintain this certification throughout the duration of the term of each subcontract.

County may terminate the contract immediately if Pictometry fails to cure a breach of this provision no later than thirty (30) days after being notified thereof by County or another state agency or political subdivision. In accordance with IC 22-5-1.7, any challenge by

Pictometry to a termination pursuant to this provision must be made in Tippecanoe County Superior or Circuit Court not later than twenty (20) days after Pictometry receives notice of such termination.

[END OF-TIPPECANOE COUNTY INDIANA STANDARD TERMS AND CONDITIONS]

Color Digital Orthophotography

Product Overview:

Seamless, digital ortho-mosaic produced from individual frames and tiled to County's preferred tiling scheme. Specifications and deliverables as follows:

Acquisition:

Frame Overlap: 60% forward/30% side
Capture Window: solar elevation >30 degrees or most optimal 4-hour window
Environmental Conditions: ground free of snow cover; imagery free of clouds, fog, haze, smoke, and dust
Deciduous Vegetation: less than 30% full bloom
Camera System: Pictometry PentaView Sensor based system; dynamic range of 12 bits per band, RGB, resampled to 8 bits during processing

Ground Control:
Points surveyed to meet ASPRS Positional Accuracy Standards Edition 1 Version 1 – November 2014

Image Processing:

Aerial Triangulation: Pictometry will perform aerial triangulation utilizing post-processed exterior orientations, calibrated camera model(s), and specified ground control points as input to the aerial triangulation process. Aerial triangulation process to be performed using Trimble Inpho's Match-AT software.

Elevation Surface: Best available terrain model will be used to support orthorectification; if surface is found to be of insufficient accuracy/quality to support accuracy specifications, Pictometry will use automated surface extraction with limited manual editing to generate a surface to support generation of orthoimagery.

Orthorectification: Pictometry will use the triangulated exterior orientation values, calibrated camera interior orientation models, and the specified digital terrain model to perform the Orthorectification. When rectification requires a resampling of the source imagery, cubic convolution will be used.

Mosaicking: Global color balancing will be applied to all orthophotos to create homogeneous orthophotos within the project area. Local adjustments of brightness values, color, and contrast will be performed if needed. There will be no obvious seam edge between two adjacent orthophotos. Mosaic will be created using automated seamline steering, with manual edits to eliminate feature misalignment caused by seamlines which pass thru features above the elevation surface. Feature alignment across seamlines will be 3 pixels or better. When possible, seamlines will be steered away from elevated features to improve orthophoto quality. Final mosaic will be tiled and named according to the agreed upon schema for delivery or as specified below.

Tiling Schema: Imagery will be tiled according to mutually agreed upon schema.

Deliverables:

The following will be delivered:

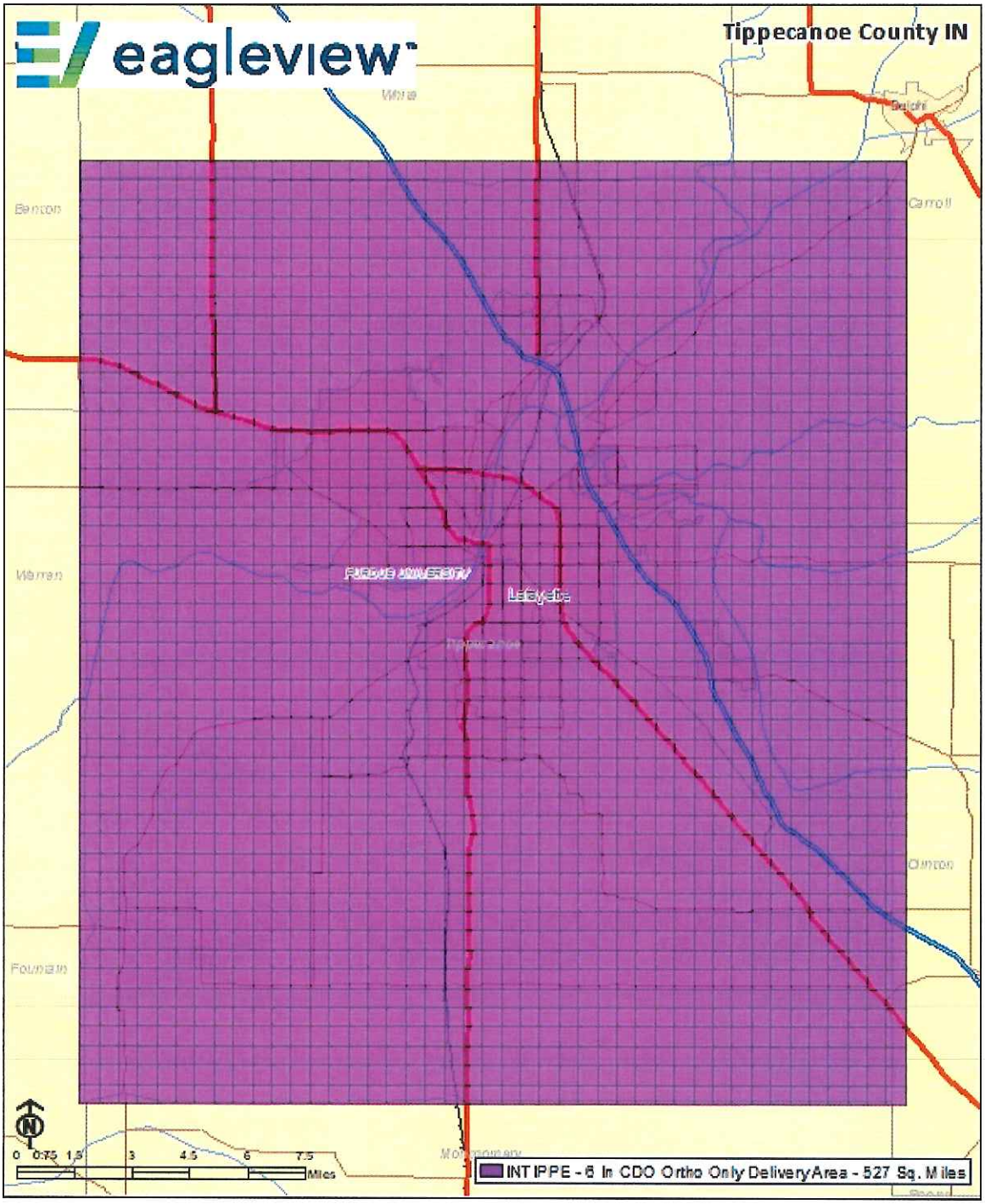
6-inch GSD GSD ortho mosaic tiles (GeoTIFF format; according to specified tiling schema)
6-inch GSD area-wide ortho mosaic (RGB, ECW format)
6-inch GSD area-wide ortho mosaic (RGB, MrSID format)

FGDC compliant metadata
AT/Survey report

Orthomosaic Accuracy:

6-inch GSD: RMSE(x or y) 1.30 ft; RMSE(r) 1.84 ft; NSSDA (95%) 3.20 ft;

SECTOR MAP


eagleview
Tippecanoe County IN
Benton
Carroll
Warren
Clinton
Fountain
Montgomery
0 0.75 1.5 3 4.5 6 7.5
Miles
INT IPPE - 6 In CDO Ortho Only DeliveryArea - 527 Sq. Miles

TIPPECANOE COUNTY, INDIANA
ADDITIONAL TERMS AND CONDITIONS

The attached and forgoing Tippecanoe County Sheriff's Study proposal dated March 10, 2020, between **The Board of Commissioners of Tippecanoe County** (County) and **DLZ Indiana, LLC** (Contractor) is amended to incorporate by reference the following terms and conditions. Any provisions in the attached agreement which may be inconsistent with the following provisions shall be ineffective to the extent of any such inconsistency.

Non-Discrimination – Pursuant to IC 22-9-1-10, Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of the covenant may be regarded as a material breach of this Agreement.

Governing Law; Exclusive Jurisdiction; Exclusive Venue - This Agreement is entered into in Indiana and all matters arising under or related to this Agreement shall be governed by and construed in accordance with the substantive law (and not the law of conflicts) of the State of Indiana. Courts of competent authority located in Tippecanoe County, Indiana shall have sole and exclusive jurisdiction of any action arising out of or in connection with the Agreement, and such courts shall be the sole and exclusive venue for any such action. This provision supersedes paragraph 14 of Contractor's Standard Terms and Conditions, and disputes shall not be resolved through arbitration unless the parties otherwise agree in writing to that form of dispute resolution.

E-Verify Employment Eligibility Verification - In accordance with IC 22-5-1.7, if Contractor has any employees or subcontractors, and the E-Verify program as defined in IC 22-5-1.7-3 is in existence, **Contractor** shall enroll in and verify the work eligibility status for all of Contractor 's newly hired employees through the E-Verify program. Contractor shall not knowingly employ or contract with an unauthorized alien, nor shall Contractor retain an employee or contract with a person that **Contractor** subsequently learns is an unauthorized alien.

Contractor shall:

1. Sign and deliver to County a sworn affidavit that affirms that Contractor has enrolled and is participating in the E-Verify program;
2. Provide documentation to County substantiating that Contractor has enrolled and is participating in the E-Verify program; and
3. Sign and deliver to County an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.

Contractor shall require all subcontractors, who perform work under this contract, to certify to Contractor in a manner consistent with federal law that the subcontractor, at the time of certification, does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to

maintain this certification throughout the duration of the term of each subcontract.

County may terminate the contract immediately if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified thereof by County or another state agency or political subdivision. In accordance with IC 22-5-1.7, any challenge by Contractor to a termination pursuant to this provision must be made in Tippecanoe County Superior or Circuit Court not later than twenty (20) days after Contractor receives notice of such termination.

Contract Reporting Requirements - Contractor understands and acknowledges that the County is a "public agency" within the meaning of Indiana's Access to Public Records Act and, as such, the agreement or other contract between the parties may be subject to disclosure as a public record under IC 5-14-3. Contractor further understands and acknowledges that, under IC 5-14-3.8-3.5, if the amount to be paid during a calendar year by the County under the contract exceeds fifty-thousand dollars ($50,000), the County will be required to scan and upload the digital image of the contract to the "Indiana transparency Internet web site."

Liability - Paragraph 13 of Contractor's Standard Terms and Conditions concerning liability shall not apply to willful misconduct or reckless acts or omissions on the part of Contractor, its agents, or its employees; nor shall it apply to acts or omissions taken outside of the scope of services.

Statute of Limitations: Paragraph 15 of Contractor's Standard Terms and Conditions concerning the applicable statute of limitations shall be regarded as deleted and shall not apply to this Agreement.

ACCEPTED:	ACCEPTED:
TIPPECANOE COUNTY 20 N. 3rd St. Lafayette, IN 47901	DLZ Indiana, LLC 157 E. Maryland Street Indianapolis, IN 46204
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

RESOLUTION NO. 2020-____-CM

EMERGENCY STAY HOME PAY

WHEREAS, the Tippecanoe County Health Department has declared a public health emergency related to the spread of the COVID-19 virus; and

WHEREAS, the Indiana State Department of Health and the Centers for Disease Control have issued advisories that individuals who are sick should self-isolate and that individuals who are not sick should avoid public gatherings if COVID-19 is spreading in their community; and

WHEREAS, the Board of Commissioners wishes to provide for emergency stay home pay of employees where necessary to prevent or limit the spread of COVID-19 among County employees and between County employees and the public while also providing for the continued functioning of County government;

NOW, THEREFORE, BE IT RESOLVED:

Sec. 1. The President of the Board of Commissioners may issue an emergency declaration requiring some (e.g. non-critical) or all County employees to refrain from coming to their work stations during such declared emergency. As part of such declaration, the President of the Board of Commissioners may provide that employees directed to refrain from coming to work receive pay (hourly and/or salaried) for their regularly scheduled non-overtime work hours ("Emergency Stay Home Pay") subject to the provisions of this Resolution.

Sec. 2. If some or all of the employee's job functions can be performed from home, the employee is expected to perform those job functions from home during the employee's regularly scheduled non-overtime work hours.

Sec. 3. During the employee's regularly scheduled non-overtime work hours during the emergency, the employee is considered "on-call" and, therefore, must be available by phone to respond to calls from other County officials and must be available to return to the employee's work station within

two (2) hours of notice from the employee's supervisor, the Elected Official in charge of the employee, and/or the President of the Board of Commissioners.

Sec. 4. The employee may not work or earn compensation from any other source during the employee's regularly scheduled non-overtime work hours (during which the employee would earn Emergency Stay Home Pay).

Sec. 5. Emergency Stay Home Pay may not exceed two (2) weeks (ten (10) business days) without approval of a majority of the Board of Commissioners.

Sec. 6. Where an employee has been ordered by state or local health officials to quarantine, the President may provide for the employee to be compensated without using employee vacation or sick leave benefits. The Board of Commissioners retains the authority to override any such decision of the President.

Sec. 7. An employee may be re-assigned to duties the President, the Board, or a Department Head deems necessary to support the essential functions of County government.

Sec. 8. The President may suspend the requirement that an employee absent for three or more consecutive days due to illness obtain a physicians verification. The Board of Commissioners retains the authority to override any such decision of the President.

Sec. 9. In the event that the President of the Board is unavailable, the Vice-President of the Board shall have the authority provided to the President under this Resolution, and in the absence of both the President and the Vice-President, the remaining member of the Board shall have such authority.

Sec. 10. This Resolution shall remain in effect until declaration of public health emergency by the Tippecanoe County Health Department is rescinded.

Adopted this 16th day of March 2020.

BOARD OF COMMISSIONERS OF
TIPPECANOE COUNTY

_____
Tracy A. Brown, President

_____
Thomas P. Murtaugh, Vice President

_____
David S. Byers, Member

ATTEST:

_____
Robert Plantenga, Auditor of Tippecanoe County

ORDINANCE NO. 2020- -CM
ADDING TIPPECANOE COUNTY CODE CHAPTER 74
REGULATION OF TRAFFIC IN A RESIDENTIAL COMPLEX

WHEREAS, the Indiana General Assembly has authorized units to regulate traffic in residential complexes pursuant to IC 9-21-18-4.1 where the owners of such complexes request such regulation; and

WHEREAS, IC 9-21-18-4.1 requires units wishing to regulate such traffic to adopt an ordinance with specified provisions and to enter into agreements containing specified terms with owners of residential complexes seeking regulation;

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of Tippecanoe County, Indiana, that the Tippecanoe County Code be amended by adding a new Chapter 74 reading as follows:

74.01 DEFINITIONS

(a) As used in this Chapter, "residential complex" means any multi-unit residential complex that contains at least five (5) units and which contains private drives, roadways, or streets.

(b) As used in this Chapter, "moving traffic violation" means a violation occurring in the operation of a motor vehicle while the motor vehicle is in motion and which would be a violation of Indiana law if committed upon a public roadway.

(c) As used in this Chapter, "enforcement contract" means a contract entered into between the Sheriff or the Sheriff's designee with the owner of a residential complex to enforce the provisions of this chapter.

74.02 AUTHORITY TO ENTER INTO CONTRACTS

(a) The Sheriff is hereby authorized to enter into enforcement contracts on behalf of Tippecanoe County with an owner of the residential complex who submits in writing to the Board of Commissioners of Tippecanoe County a request that Tippecanoe County enforce this residential complex traffic regulation ordinance.

(b) An enforcement contract must comply with the requirements of IC 9-21-18-4.1 and this section.

(c) The enforcement contract must require the owner of the residential complex to install signs notifying residents of and visitors to the residential complex of the relevant portions of this Chapter. Such signs must be placed in a sufficient number of locations to clearly mark where this Chapter applies. A sign placed at the entrance to the complex does not satisfy this subdivision.

(d) The enforcement contract may not charge the owner of the residential complex a fee for enforcing this Chapter.

(e) Enforcement of this Chapter may not begin until the enforcement contract is executed by the owner and the Sheriff or the Sheriff's designee.

(f) All revenue derived from fines, penalties, or other charges shall be distributed in the same manner as if the fines, penalties, or other charges arose out of violations committed on a public roadway.

74.03 LIABILITY

(a) Pursuant to IC 9-21-18-4.1(i), an owner that enters into an enforcement contract is not subject to liability or other adverse legal consequence arising out of the manner in which a law enforcement agency discharges its duties under the enforcement contract.

(b) Pursuant to IC 9-21-18-4.1(j), a residential complex or its owner is not subject to liability or adverse legal consequence for not entering into an enforcement contract. The failure to enter into an enforcement contract is not admissible in any legal proceeding brought against a residential complex or its owner.

74.04 VIOLATIONS

(a) It shall be a violation of this chapter for any person to commit a moving traffic violation at or within a residential complex at which the County and an owner have entered into an enforcement contract under this Chapter.

(b) An electronic ticket for the moving traffic violation shall be issued in the same manner as if the violation had been committed on a public roadway.

(c) The fine for a violation shall be the same as if the violation had occurred on a public roadway.

Presented to the Board of Commissioners of Tippecanoe County, Indiana, and approved on first reading this _____ day of _____, 2020, by the following vote:

BOARD OF COMMISSIONERS OF
TIPPECANOE COUNTY

VOTE

____ _____
Tracy A. Brown, President

____ _____
Thomas P. Murtaugh, Vice President

____ _____
David S. Byers, Member

ATTEST:

_____
Robert Plantenga, Auditor of Tippecanoe County

Presented to the Board of Commissioners of Tippecanoe County, Indiana, and approved on second reading this _____ day of _____, 2020, by the following vote:

BOARD OF COMMISSIONERS OF
TIPPECANOE COUNTY

VOTE

____ _____
Tracy A. Brown, President

____ _____
Thomas P. Murtaugh, Vice President

____ _____
David S. Byers, Member

ATTEST:

_____
Robert Plantenga, Auditor of Tippecanoe County

REQUEST BY OWNER FOR TRAFFIC ENFORCEMENT IN RESIDENTIAL COMPLEX

The undersigned is the owner of a residential complex containing 25 or more units with private drives, roadways, or streets and hereby submits this request to the Board of Commissioners of Tippecanoe County asking that Tippecanoe County enforce traffic laws at said residential complex in a manner consistent with traffic laws on the public roadways, County Code Chapter 74, and IC 9-21-18-4.1. I understand that this process will require me to enter into an enforcement agreement with the Sheriff of Tippecanoe County.

_____
(Signature)

Owner Name: _____
(printed)

Owner Address: _____

_____

Phone number: _____

Location of residential complex: _____

RETURN TO:

Board of Commissioners of Tippecanoe County
20 N. 3rd Street
Lafayette, IN 47901

RESIDENTIAL COMPLEX TRAFFIC REGULATION ENFORCEMENT CONTRACT

The undersigned Owner is the owner or person authorized to execute this agreement by the owner of a residential complex containing 25 or more units with private drives, roadways, or streets described in Exhibit A ("Property"), attached hereto and made part hereof.

Owner has submitted a written request, consistent with the provisions of IC 9-21-18-4.1 to the Board of Commissioners of Tippecanoe County, asking that Tippecanoe County enforce Chapter 74 of the Tippecanoe County Code concerning regulation of traffic in a residential complex on the Property.

Owner and the Sheriff of Tippecanoe County hereby agree as follows:

1. Owner shall install signs notifying residents and visitors to the Property that moving traffic violations are enforced. Said signs must be placed in a sufficient number of places to clearly mark where the enforcement will apply. A sign placed solely at the entrance to the complex does not satisfy this subdivision.

2. The provisions of IC 9-21-18-4.1 and Chapter 74 of the Tippecanoe County Code are incorporated by reference and made part hereof. A copy of Chapter 74 is attached hereto as Exhibit B.

3. The Sheriff shall not charge Owner a fee for enforcement under this contract.

Date: _____

Sheriff of Tippecanoe County

_____

Owner:

By: _____

Name: _____

Title: _____

Address: _____

Phone Number: _____

EXHIBIT A - DESCRIPTION OF RESIDENTIAL COMPLEX

EXHIBIT B - COPY OF CHAPTER 74 ORDINANCE

TIPPECANOE COUNTY BUILDING COMMISSION

Mike Wolf, Building Commissioner
Phone: 765-423-9225
Fax: 765-423-9203

Permit	Date	Property Owner *Improvement*	Address	Lot	Subdivision	Township	Key Number State Key Number
38848	2/3/20	James Shaw *36x60 pole barn w12x60 leanto (x2)/30x14 loft/200amp service*	4016 US231 N		6-23-5	Shelby	120-00300-0051 79-06-06-126-001.000-014
38849	2/3/20	Matt & Andrea Rensch / Kennedy H *2 story/partial finished basement/AG/no deck/open porch*	514 Renard Rd		20-35-5	Shelby	120-00900-0485 79-06-20-100-005.000-014
38850	2/5/20	Tempest Homes *1 story/slab/AG/no deck or porch*	936 Colcester Ln	88	Fieldstone 24-24-4	Tippecanoe	79-03-19-351-050.000-017
38851	2/5/20	Tempest Homes *1 story/slab/AG/no deck/open porch*	996 Colcester Ln	92	Fieldstone 24-24-4	Tippecanoe	79-03-19-351-054.000-017
38852	2/6/20	Jeffrey Brewer *26x30 detached garage*	7201 S 775 E		33-22-3	Sheffield	118-03200-0845 79-12-33-226-014.000-012
38853	2/6/20	Citation Homes *1 story/slab/AG/no deck/open porch*	1290 Rosa Ln		7-23-3	Perry	112-00700-0974 79-08-07-476-004.000-009
38854	2/6/20	Crowl Earthwork *permanent home occupation sign*	30 E 800 S		32-22-4	Wea	144-03500-0252 79-11-32-300-011.000-030
38855	2/6/20	Stoneridge Homes *2 story/slab/AG/no deck/open porch*	2929 Three Meadows Dr	5	Three Meadows	Wabash	79-06-14-155-005.000-023
38856	2/6/20	Tempest Homes *1 story/slab/AG/no deck or porch*	4433 Hayloft Dr	185	Auburn Meadows 31-24-4	Wabash	79-03-31-251-041.000-023
38857	2/6/20	Tempest Homes *1 story/slab/AG/no deck/open porch*	4421 Hayloft Dr	184	Auburn Meadows 31-24-4	Wabash	79-03-31-251-040.000-023
38858	2/6/20	Tempest Homes *1 story/slab/AG/no deck/open porch*	378 Foal Dr	86	Auburn Meadows 31-24-4	Wabash	79-03-31-251-028.000-023
38859	2/6/20	Tempest Homes *1 story/slab/AG/no deck or porch*	417 W Big Pine Dr	197	Auburn Meadows 31-24-4	Wabash	79-03-31-251-053.000-023
38860	2/6/20	Tempest Homes *2 story/slab/AG/no deck or porch*	273 W Big Pine Dr	206	Auburn Meadows 31-24-4	Wabash	79-03-31-251-062.000-023
38861	2/6/20	Tempest Homes *1 story/slab/AG/no deck/open porch*	1023 Kingrail Dr	56	Fieldstone 24-24-4	Tippecanoe	79-03-19-351-024.000-017
38862	2/6/20	Tempest Homes *1 story/slab/AG/no deck/open porch*	4517 Hayloft Dr	192	Auburn Meadows 31-24-4	Wabash	79-03-31-251-048.000-023
38863	2/10/20	City of Clarks Hill *Demo mobile home*	9332 Main St			Lauramie	150-01000-0030 79-16-23-455-004.000-008
38864	2/10/20	John & Rosemary Chapman *12x15 open porch*	4566 Lamplighter Tr	85	Concord Ridge 14-22-4	Wea	79-11-14-402-032.000-030

PERMITS ISSUED BETWEEN 02/01/2020 - 02/28/2020

TIPPECANOE COUNTY

TIPPECANOE COUNTY BUILDING COMMISSION

Mike Wolf, Building Commissioner
Phone: 765-423-9225
Fax: 765-423-9203

Permit	Date	Property Owner *Improvement*	Address	Lot	Subdivision	Township	Key Number State Key Number
38865	2/10/20	Robert Wild / Pauline Shen *basement bathroom remodel*	3580 Division Rd		22-23-5	Wabash	132-02300-0285 79-06-22-351-005.000-022
38866	2/12/20	Greg Boesch *Demo SFR*	5714 S 250 E		22-22-4	Wea	144-02500-0130 79-11-22-200-001.000-030
38867	2/12/20	Tempest Homes *1 story/slab/AG/no deck or porch*	4719 Lamerocke Way	98	Avalon Bluff 15-22-4	Wea	79-11-15-404-067.000-030
38868	2/12/20	Julie Bowman *18x22 addition*	3800 E 700 S		26-22-4	Wea	144-02900-0676 79-11-26-400-010.000-030
38869	2/14/20	Tempest Homes *1 story/slab/AG/no deck or porch*	4971 Gawain Dr	207	Avalon Bluff 15-22-4	Wea	79-11-15-477-013.000-030
38870	2/14/20	Tempest Homes *1 story/slab/AG/no deck or porch*	2843 Chivalry Dr	226	Avalon Bluff 15-22-4	Wea	79-11-15-477-032.000-030
38871	2/14/20	Tempest Homes *1 story/slab/AG/no deck/open porch*	2851 Chivalry Dr	225	Avalon Bluff 15-22-4	Wea	79-11-15-477-031.000-030
38872	2/14/20	Tempest Homes *1 story/slab/AG/no deck or porch*	2859 Chivalry Dr	224	Avalon Bluff 15-22-4	Wea	79-11-15-477-030.000-030
38873	2/14/20	Tempest Homes *1 story/slab/AG/no deck or porch*	2867 Chivalry Dr	223	Avalon Bluff 15-22-4	Wea	79-11-15-477-029.000-030
38874	2/14/20	Tempest Homes *1 story/slab/AG/no deck or porch*	2875 Chivalry Dr	222	Avalon Bluff 15-22-4	Wea	79-11-15-477-028.000-030
38875	2/14/20	Tempest Homes *1 story/slab/AG/no deck or porch*	2883 Chivalry Dr	221	Avalon Bluff 15-22-4	Wea	79-11-15-477-027.000-030
38876	2/14/20	Tempest Homes *1 story/slab/AG/no deck or porch*	2981 Chivalry Dr	220	Avalon Bluff 15-22-4	Wea	79-11-15-401-001.000-030
38877	2/14/20	Tempest Homes *1 story/slab/AG/no deck or porch*	2899 Chivalry Dr	219	Avalon Bluff 15-22-4	Wea	79-11-15-477-025.000-030
38878	2/18/20	Naomi Kwang / JB Farrell *2 story addition & remodel/open porch*	2840 E 450 S	24	Benjamin Crossing Outlot 15	Wea	146-05316-0760 79-11-15-282-020.000-031
38879	2/19/20	Crown Line Homes *2 story/slab/AG/no deck/open porch*	4757 Leeward Ln	21	Concord Ridge 14-22-4	Wea	79-11-14-403-009.000-030
38880	2/20/20	Citation Homes *2 story/slab/AG/no deck or porch*	340 Haddington Ln	132	Barrington Woods 29-23-3	Perry	79-08-29-151-069.000-009
38881	2/20/20	Citation Homes *1 story/slab/AG/no deck/open porch*	396 Augusta Ln	257	Winding Creek 29-24-4	Tippecanoe	79-03-29-102-004.000-017

TIPPECANOE COUNTY BUILDING COMMISSION

Mike Wolf, Building Commissioner
Phone: 765-423-9225
Fax: 765-423-9203

Permit	Date	Property Owner *Improvement*	Address	Lot	Subdivision	Township	Key Number State Key Number
38882	2/20/20	Tempest Homes *1 story/slab/AG/no deck or porch*	4831 Gawain Dr	170	Avalon Bluff 15-22-4	Wea	79-11-15-477-002.000-030
38883	2/20/20	Tempest Homes *1 story/slab/AG/no deck or porch*	4890 Gawain Dr	218	Avalon Bluff 15-22-4	Wea	79-11-15-477-024.000-030
38884	2/20/20	Tempest Homes *1 story/slab/AG/no deck or porch*	2835 Chivalry Dr	227	Avalon Bluff 15-22-4	Wea	79-11-15-417-033.000-030
38885	2/20/20	Tempest Homes *1 story/slab/AG/no deck or porch*	2827 Chivalry Dr	440	Avalon Bluff 15-22-4	Wea	79-11-15-477-034.000-030
38886	2/20/20	Tempest Homes *1 story/slab/AG/no deck or porch*	2819 Chivlary Dr	229	Avalon Bluff 15-22-4	Wea	79-11-15-477-035.000-030
38887	2/20/20	Tempest Homes *1 story/slab/AG/no deck or porch*	2797 Chivalry Dr	231	Avalon Bluff 15-22-4	Wea	79-11-15-477-037.000-030
38888	2/20/20	Tempest Homes *2 story/slab/AG/no deck or porch*	2791 Chivlary Dr	232	Avalon Bluff 15-22-4	Wea	79-11-15-477-038.000-030
38889	2/20/20	Tempest Homes *1 story/slab/AG/no deck/open porch*	2811 Chivalry Dr	230	Avalon Bluff 15-22-4	Wea	79-11-15-477-036.000-030
38890	2/24/20	Mary Carter *16x20 attached garage*	4739 S 250 E		15-22-4	Wea	144-01800-0280 79-11-15-451-004.000-030
38891	2/24/20	Cody Mullen *33x56 Pole Barn - Personal Use Only*	4411 Lakevilla Drive		36-24-5	Wabash	134-08400-0138 79-02-36-300-002.000-023
38892	2/24/20	Theodore Dawson *14x16 Addition to attached garage*	10 S 875 W	1	Ravines 26-23-6	Shelby	120-03601-0017 79-05-26-102-001.000-014
38893	2/24/20	Scion Group Lark Apts *permanent ID sign/Lark Apts*	3800 Campus Suites Blvd		2-23-5	Wabash	134-06500-1125 79-06-02-200-022.000-023
38894	2/24/20	Scion Group / Alight Apts *permanent ID sign/Alight Apts*	2243 US52 W		2-23-5	Wabash	134-06520-0016
38895	2/24/20	Kyle & Yvonne Ray *14x26 shed*	4325 Division Rd	26 & 2	Riverview 28-23-5	Wabash	132-02901-0091 79-06-28-201-011.000-022
38896	2/25/20	KHI *1 story/slab/AG/no deck or porch*	4646 Beringer Dr	15	Hickory Ridge 16-22-4	Wea	79-11-16-429-001.000-031
38897	2/25/20	Tempest Homes *2 Story/slab/AG/no deck or porch*	2780 Chivalry Drive	235	Avalon Bluff 15-22-4	Wea	79-11-15-477-041.000-030
38898	2/26/20	Majestic Custom Homes *1 story/slab/AG/no deck/open porch*	4651 Leeward Ln	15	Concord Ridge 14-22-4	Wea	79-11-14-403-003.000-030

TIPPECANOE COUNTY BUILDING COMMISSION

Mike Wolf, Building Commissioner
Phone: 765-423-9225
Fax: 765-423-9203

Permit	Date	Property Owner / *Improvement*	Address	Lot	Subdivision	Township	Key Number / State Key Number
38899	2/26/20	Majestic Custom Homes *1 story/slab/AG/no deck/open porch x2*	4669 Leeward Ln	16	Concord Ridge 14-22-4	Wea	79-11-14-403-004.000-030
38900	2/26/20	Majestic Custom Homes *1 story/slab/AG/no deck/open porch*	4639 Abbeyville Dr	162	Concord Ridge 14-22-4	Wea	79-11-14-403-028.000-030
38901	2/26/20	Majestic Custom Homes *1 story/slab/AG/no deck/open porch x2*	4616 Beringer Dr	17	Hickory Ridge 16-22-4	Wea	79-11-16-429-003.000-031
38902	2/26/20	Majestic Custom Homes *1 story/slab/AG/no deck/open porch*	4598 Beringer Dr	18	Hickory Ridge 16-22-4	Wea	79-11-16-429-004.000-031
38903	2/26/20	Majestic Custom Homes *1 story/slab/AG/no deck or porch*	4321 Peterborough Rd	169	Stonehenge 34-24-5	Wabash	79-02-34-408-012.000-022
38904	2/26/20	Majestic Custom Homes *1 story/slab/AG/no deck or porch*	4317 Peterborough Rd	170	Stonehenge 34-24-5	Wabash	79-02-34-408-013.000-022
38905	2/26/20	Majestic Custom Homes *1 story/slab/AG/no deck or porch*	4630 Beringer Dr	16	Hickory Ridge 16-22-4	Wea	79-11-16-429-002.000-031
38906	2/28/20	Troy Bruce *40x64 pole barn/w/open porch/personal use only*	1718 E 800 S		33-22-4	Wea	79-11-33-400-001.000-030
38907	2/28/20	Todd Williams *8x13 addition*	2550 Marian Ave	14	East Tipp Heights 8-23-3	Perry	112-00806-0021 79-08-08-251-014.000-009
38908	2/28/20	Scott & Michelle Bolton *partial basement finish*	2519 Fuji Dr	124	Orchard 14-23-5	Tippecanoe	134-07116-0047 79-06-14-176-014.000-023
38909	2/28/20	Martin Glynn *Interior Remodel (add bath in basement)*	3505 W Capilano Drive	64	Capilano 3-22-5	Wabash	132-01207-0058 79-06-03-178-008.000-022
38910	2/28/20	Cecilio Meza *decks/open porch*	7122 N 300 E		15-24-4	Tippecanoe	124-02800-0294 79-03-15-400-008.000-017
E10960	2/3/20	Robert Plante *replace 200amp panel*	3505 W Capilano Dr	64	Capilano	Wabash	132-01207-0058 79-06-03-178-008.000-022
E10961	2/3/20	Stephen Johnson *replace 200amp panel*	3789 Ensley St	108	Stones Crossing	Wea	146-04802-0272 79-11-10-381-003.000-031
E10962	2/4/20	QC Communications *new 200amp service for QC communications*	Near 4659 Lamerocke Way		Avalon Bluff 15-22-4	Wea	
E10963	2/5/20	Neil Andrew Raplee *replace panel/200amps*	745 Cardinal Dr	32	Raineybrook	Wea	144-02101-0133 79-11-18-352-007.000-030
E10964	2/6/20	Tom Mauch *200amp backup generator*	5345 Prophets Rock Rd		27-24-4	Tippecanoe	124-03900-1207 79-03-77-300-006.000-017

TIPPECANOE COUNTY BUILDING COMMISSION

Mike Wolf, Building Commissioner
Phone: 765-423-9225
Fax: 765-423-9203

Permit	Date	Property Owner *Improvement*	Address	Lot	Subdivision	Township	Key Number State Key Number
E10965	2/7/20	UMH *200amp upgrade*	49 Woods Edge MHP	49	Woods Edge MHP 21-24-4	Tippecanoe	124-03400-0783 79-03-21-200-010.000-017
E10966	2/7/20	UMH *200amp upgrade*	67 Woods Edge MHP	67	Woods Edge MHP 21-24-4	Tippecanoe	124-03400-0783 79-03-21-200-010.000-017
E10967	2/7/20	UMH *200amp upgrade*	68 Woods Edge MHP	68	Woods Edge MHP 21-24-4	Tippecanoe	124-03400-0783 79-03-21-200-010.000-017
E10968	2/7/20	UMH *200amp upgrade*	167 Woods Edge MHP	167	Woods Edge MHP 21-24-4	Tippecanoe	124-03400-0783 79-03-21-200-010.000-017
E10969	2/7/20	UMH *200amp upgrade*	364 Woods Edge MHP	364	Woods Edge MHP 21-24-4	Tippecanoe	124-03400-0783 79-03-21-200-010.000-017
E10970	2/7/20	UMH *200amp upgrade*	468 Woods Edge MHP	468	Woods Edge MHP 21-24-4	Tippecanoe	124-03400-0783 79-03-21-200-010.000-017
E10971	2/7/20	UMH *200amp upgrade*	518 Woods Edge MHP	518	Woods Edge MHP 21-24-4	Tippecanoe	124-03400-0783 79-03-21-200-010.000-017
E10972	2/7/20	UMH *200amp upgrade*	138 Woods Edge MHP	138	Woods Edge MHP 21-24-4	Tippecanoe	124-03400-0783 79-03-21-200-010.000-017
E10973	2/7/20	UMH *200amp upgrade*	135 Woods Edge MHP	135	Woods Edge MHP 21-24-4	Tippecanoe	124-03400-0783 79-03-21-200-010.000-017
E10974	2/10/20	UMH *re-energize 200amp*	390 Woods Edge MHP	390	Woods Edge MHP 21-24-4	Tippecanoe	124-03400-0321
E10975	2/10/20	Scott Bihlmire *replace 200amp panel*	3729 Gamble Ln		2-21-4	Lauramie	110-03800-0523 79-15-02-251-007.000-007
E10976	2/12/20	Jay Lewis *install 200amp transfer switch*	7720 S 350 E		35-22-4	Wea	144-03800-0282 79-11-35-300-012.000-030
E10977	2/18/20	Thomas Pimmler *install 400amp transfer switch*	7442 Abby Marle East		16-24-4	Tippecanoe	124-02900-0854 79-03-16-100-018.000-017
E10978	2/19/20	Cochran Custom Woodworking *new 400amp service*	9030 Vine St			Lauramie	110-08100-0029 79-16-09-103-002.000-007
E10979	2/21/20	Trent & Judy Butler *upgrade to 400amp*	3416 Applewood Pl	13	Montmorency 6-23-5	Shelby	120-06400-0012 79-06-06-400-012.000-014
E10980	2/25/20	Robin Coyner *200amp upgrade*	294 Conjunction St	15 & 1	Dayton Gregory Addn 4-22-3	Sheffield	154-05700-0020 79-12-04-355-002.000-013
E10981	2/26/20	Gary Tillotson *Re-energize Service*	9415 White Street			Lauramie	150-00600-0056 79-16-23-454-003.000-056

TIPPECANOE COUNTY BUILDING COMMISSION

Mike Wolf, Building Commissioner
Phone: 765-423-9225
Fax: 765-423-9203

Permit	Date	Property Owner *Improvement*	Address	Lot	Subdivision	Township	Key Number State Key Number
E10982	2/26/20	Brady McKinney *upgrade to 400amps*	2909 N 600 W		8-23-5	Shelby	120-00500-0016 79-06-08-100-001.000-014

Permit Count: 86

MONTHLY REPORT -- CLERK OF THE CIRCUIT COURT Form No. 46-CR

Required by IC 33-32-3-6

MONTH ENDING February 28, 2020 (Clerk's Account) County

CHARGES (Daily Balance Record and ISETS Daily Support Book)

1	Fees payable to the State	$	558,915.58
2	Fees payable to the County	$	197,169.11
3	Fees payable to city or town	$	-
4	Trust funds	$	3,179,651.49
5	Support-ISETS	$	55,882.64
6	Judgment Collections	$	16,648.45
7	Cash on Hand	$	-
8	Bank Fees	$	-
9	Bank Acct Discrepancy & Converted Liability	$	(185,863.55)
10	Unclaimed Funds & Refund	$	1,391.37
11	TOTAL CHARGES	$	**3,823,795.09**

CREDITS; (Daily Balance Record and ISETS Daily Support Book)

12	Odyssey Bank Account	BANK	$	2,425,137.07	
13	Quest Bank Account	BANK	$	10,968.23	
14	Isets Bank Account	BANK	$	55,161.32	
15		BANK			
16	Subtotal: Daily Balance Record (46) (Lines 12 thru 15)		$	**2,491,266.62**	
17	ISETS Monthly Clerk's Support Record (246MCR)				
18	TOTAL DEPOSITORY BALANCES AS SHOWN BY RECORDS Lines 16 + 17				$ **2,491,266.62**
19	Investments on hand at close of business last day of month				$1,331,609.64
20	Cash in office at close of business last day of month				$ 600.00
21	TOTAL				3,823,476.26
22	Cash Short (Add)				318.83
23	Cash Long (Deduct)				
24	PROOF (Line 11)		$	**3,823,795.09**	$ **3,823,795.09**

DEPOSITORY RECONCILEMENT

25	Balance per Statement(s)		$	3,074,395.53	
	Subtotal Depository Balances		$	**3,074,395.53**	
26	Deduct outstanding checks		$	711,152.02	
27	**Net depository balance**		$	**2,363,243.51**	
28	Deposits in transit	(see list below)	$	82,037.72	
29	Bank fees		$	277.00	
30	INTEREST BEARING TRUST ACCOUNT		$	-	
31	MISC RECONCILING ITEMS	(See attached)		$38,957.08	
32	Participant recoupments (short)		$	6,751.31	
33	Agency recoupments				
34	Balance in all depositories (line 18)		$	**2,491,266.62**	$ **2,491,266.62**
35	PROOF				$ -

State of Indiana, Tippecanoe County: ss: I The undersigned Clerk of the Circuit Court in and for the aforesaid county and state, do hereby certify that the foregoing report is true and correct to the best of my knowledge and belief and as appears of record now on file in this office.

Dated this 3RD day of March, 2020

Julie Roush, Tippecanoe County Clerk

(SEAL)

1. Clerk: Retain WHITE copy
   File 3 copies with Auditor

2. Auditor: File CANARY copy with County Board of Finance
   File PINK copy with Board of County Commissioners
   Transmit GOLDENROD copy to State Board of Accounts

FILED

MAR 11 2020

AUDITOR OF TIPPECANOE C

Crystal Creek Boarding Kennel
7109 Goldsberry Road
Battle Ground, IN 47920-9744

March 6, 2020

Board of Commissioners of Tippecanoe County
County Office Building
20 North Third Street
Lafayette, IN 47901-1214

REF: County animal control activity for January 2020

Attached are the animal control summary sheets for January. As of February 1, 2020, all animals were placed except 22 dogs and 30 cats. No animal was euthanized in January.

Thank you,

Bernard W. Wulle
Owner, Crystal Creek Kennel

Month: January 2020

Crystal Creek Boarding Kennel
Monthly Report for Tippecanoe County Government

Date	Dogs Brought to Kennel					Cats Brought to Kennel					Return to Owner	
	Animal Control	Humane Society	Owner Surrender	Public Stray	Sheriff's Office	Animal Control	Humane Society	Owner Surrender	Public Stray	Sheriff's Office	Dogs	Cats
1												
2				1								
3	1								1			
4												
5												
6									1			
7												
8	1											
9	3			1								
10									1			
11												
12												
13	1		1					2	1			
14	1							1				
15								1	1			
16	1				1							
17												
18												
19								1	1			
20					2							
21												
22									2			
23												
24	1											
25	1											
26									1			
27	2											
28												
29								1				
30	2											
31												
Total	14	0	1	2	3	0	0	6	9	0	0	0

Total Dogs: 20 | Total Cats: 15 | Total Dogs Returned: 0 | Total Cats Returned: 0

Crystal Creek Boarding Kennel
7109 Goldsberry Road
Battle Ground, IN 47920-9744

March 6, 2020

Board of Commissioners of Tippecanoe County
County Office Building
20 North Third Street
Lafayette, IN 47901-1214

REF: County animal control activity for February 2020

Attached are the animal control summary sheets for February. As of March 1, 2020, all animals were placed except 25 dogs and 40 cats. No animal was euthanized in February.

Thank you,

Bernard W. Wulle
Owner, Crystal Creek Kennel

Month: February 2019

Crystal Creek Boarding Kennel
Monthly Report for Tippecanoe County Government

Date	Dogs Brought to Kennel					Cats Brought to Kennel					Return to Owner	
	Animal Control	Humane Society	Owner Surrender	Public Stray	Sheriff's Office	Animal Control	Humane Society	Owner Surrender	Public Stray	Sheriff's Office	Dogs	Cats
1												
2			2									
3												
4												
5												
6												
7								2				
8								1				
9	1							2				
10												
11									1			
12												
13												
14	2											
15											2	
16									1			
17								1				
18					1					1		
19	2							1				
20	1										1	
21				1								
22												
23				1				1				
24								1	1			
25												
26									2			
27												
28												
29								2	1			
Total	6	0	2	2	1	0	0	11	6	1	3	0

Total Dogs: 11 | Total Cats: 18 | Total Dogs Returned: 3 | Total Cats Returned: 0

JAN 2 1 2020

Low Cost Spay Neuter Clinic Inc.

Low Cost Spay Neuter Clinic

Tippecanoe County Statistic Report

December 1- December 31, 2019

	Cats			Dogs			Actual	Budget	Difference
	Male	Female		Male	Female				
December Actuals	130	177		76	95		478	418	+60

Monthly Surgery Numbers

	January	February	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec.	YTD Total
Actual	-	146	697	563	522	748	862	862	737	984	667	478	7,266
Budget	0	414	596	519	582	638	730	752	697	701	540	418	6,588

Surgery Number Breakdown

Source:	
Individual Pet Owners	183
Rescue Groups	182
Feral Cats	72
Almost Home Humane Society	41
December Surgery Total	**478**

Actual Number of Surgeries Year to Date as of December 31, 2019: 7,266

Budgeted Number of surgeries for 2019: 6,558

Total Surgeries Since Opening as of December 31, 2019: 7,266

During the month of December, the Clinic has provided individuals in need with $348 of services, including free spay or neuter, vaccines and medical care to the public. Year to date the clinic has provided $8,300 in free services to those in need.

Tammy Sollenberger

Tammy Sollenberger
Executive Director
317.706.0537

FEB 12 2020

Low Cost Spay Neuter Clinic Inc.

Low Cost Spay Neuter Clinic

Tippecanoe County Statistic Report

January 1-January 31, 2020

	Cats			Dogs			Actual	Budget	Difference
	Male	Female		Male	Female				
January Actuals	252	329		178	151		910	910	0

Monthly Surgery Numbers

	January	February	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec.	YTD Total
Actual	910	-	-	-	-	-	-	-	-	-	-	-	910
Budget	910	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

Surgery Number Breakdown

Source:	
Individual Pet Owners	430
Rescue Groups	328
Feral Cats	80
Almost Home Humane Society	72
January Surgery Total	**910**

Actual Number of Surgeries Year to Date as of January 31, 2020: 910

Budgeted Number of surgeries for 2020: TBD

Total Surgeries Since Opening as of January 31, 2020: 8,176

During the month of January, the Clinic has provided individuals in need with $1021.00 of services, including free spay or neuter, vaccines and medical care to the public. Year to date the clinic has provided $1021.00 in free services to those in need.

Tammy Sollenberger

Tammy Sollenberger
Executive Director
317.706.0537

MAR -- 2 2020

TIPPECANOE COUNTY PUBLIC LIBRARY
REGULAR MONTHLY BOARD MEETING
Tuesday, March 3rd, 2020

McAllister Room B
627 South Street, Lafayette, Indiana, 7:00 pm

Call to order
Pledge of Allegiance
Approval of Minutes: February 4th, 2020
County Librarian's Report for March 2020
Approval of Personnel Actions: March 3rd, 2020

COMMITTEE REPORTS

Facilities	Finance	**Personnel**
Nominating	Foundation Liaison	Friends Liaison

OTHER REPORTS:

Friends of TCPL
Wea Prairie Branch Designs

OLD BUSINESS:

NEW BUSINESS:

Outstanding Warrants
INPRS Rate for 2020
Full-Time Selector Positions

OTHER BUSINESS:

Approval of Claims
Comments from the Public
Comments from the Board
Comments from the Director

ADJOURNMENT

TIPPECANOE COUNTY PUBLIC LIBRARY
REGULAR BOARD MEETING
627 South Street, Lafayette, Indiana
February 4, 2020

MINUTES

Notice of the date, time, place and agenda for this meeting was posted in prominent public view at the Library and mailed to requesting media on Thursday, January 30, 2020 in conformity with the Indiana Open Meeting Act.

PRESENT:
Gail Summers, President
Stephen Bultinck, Vice-President
Mida Grover, Member
Dave Lahr, Treasurer
Mary Springer, Secretary

ABSENT:
Lora Goonewardene, Member
Brandon Hawkins, Member

GUESTS
Harry Mohler, Local Architect
Jos N. Holman, County Librarian

President Gail Summers chaired the regular Board meeting and called it to order at 7:03 p.m. A quorum was declared to conduct business for the library.

Board member Mida Grover led the Board in reciting the Pledge of Allegiance.

Board Treasurer Dave Lahr moved the **Board Minutes** of January 7th, 2020 be approved as presented. Board Vice President Stephen Bultinck provided a second and the motion passed.

Under the heading of the **County Librarian's Report**, Mr. Holman reported on a few activities presently occurring. He mentioned TCPL received news it was named a beneficiary in the estate of Robert and Gloria Comingore. Mrs. Comingore was born in Lafayette, but spent most of her adult years in Oregon. In handling the affairs of the estate, a great nephew alerted TCPL of its beneficiary status with an account held at Bank of America. The bequeathed amount is estimated to be close to $20,000 which could really be useful in putting the final touches on the Wea Prairie Branch. Mr. Holman briefly spoke about TCPL's annual Family Read Aloud program starting Tuesday, February 1, 2020 and ending February 29th. Several stand-alone programs are scheduled for each Saturday during the month. The program is co-sponsored by the Friends of TCPL and the Purdue Federal Credit Union. Finally, Mr. Holman updated the Board on the progress TCPL is making as it diligently works on converting the downtown library print and non-print materials into a RFID (Radio Frequency Identification) collection. With a target date of February 10, 2020 staff members are working very hard to meet the timeline. Two portable RFID stations with complete RFID equipment were rented to finalize this work. The goal to completely convert the downtown collection before the Wea Prairie Branch opens is obtainable. Board members commented on the great attendance of the Dr. Martin Luther King Jr. program held on January 21st and on the total amount of interest earned with TCPL's money market .nvestment account. Also, after a brief discussion about the Board's response to the County Librarian's report, Mr. Bultinck moved to accept the County Librarian's report as presented. Board Secretary Mary Springer seconded the motion and the motion passed.

Mrs. Grover moved to approve the February 4th, 2020 **Personnel Actions.** Mr. Bultinck seconded the motion and it passed unanimously.

There were no **Committee Reports.**

Under the heading of **Other Reports,** no report was given for the Friends of TCPL. As liaison to the Friends of TCPL, Mrs. Grover shared the Friends formally acted to present TCPL with a $40,000 gift to the Wea Prairie Branch. A portion of the money will be used for the Story Walk being planned for the land near the branch. The County Librarian showed a brief video of a Story Walk and how it functions. The Board reacted positively to the news and the Story Walk video.

Under the heading of **Old Business,** the Board reconsidered the draft of the ***Naming Policy.*** The Board previously discussed this policy, received a basic review from the library's attorney, and tabled the topic at the November 2019 meeting. The County Librarian presented the latest version of the policy with minor revisions based on the attorney's recommendations. After a brief discussion, and the County Librarian stating there is no rush to finalize the policy, the Board decided to adopt the policy. Mr. Bultinck moved to adopt the ***Naming Policy*** as a Board policy as presented. Mr. Lahr provided a second to the motion. The motion passed. Mr. Holman will share the policy with TCPL staff.

Under the heading of **New Business,** the County Librarian provided background information on the consideration of the Capital Assets Resolution and Capital Assets Policy. Referring to the State Board of Accounts (SBOA) Uniform Compliance Guidelines issued in June of 2019, TCPL should have a complete inventory of all capital assets it owns and the list should reflect the assets acquisition value. The inventory must be recorded in a Capital Assets Ledger, General Form 369 and should take place at least once a year for good internal controls practices and to verify account balances carried in the accounting records. Mr. Holman encouraged the Board to establish a "capitalization policy" that sets a dollar amount as a threshold to be used in determining which items will be recorded. He presented a draft of a proposed policy and resolution noting the absence of such a policy was noted in the most recent SBOA audit. After a discussion of the dollar threshold amounts, Mr. Bultinck moved to adopt the Capital Assets Resolution and Capital Assets Policy as presented. Mrs. Grover seconded the motion and the motioned passed.

Also under **New Business,** the Board considered a recommendation related to the future of Outreach Services in its current configuration. Mr. Holman mentioned the Outreach Department conducts institutional deliveries and daycare visits and oversees Library Link while making neighborhood stops. Outreach Services account for 3% of TCPL circulation numbers and 1% of visits making 24 stops every two weeks. Based on low performing stops and several stops within a reasonable distance of branch facilities, the staff recommendation is to eliminate the Outreach Department in its current configuration. Some of the services will be reconfigured using a smaller vehicle. Obviously, a clear intent and purpose for a new vehicle with traditional and non-traditional services must be determined. The Board asked several questions and made several comments about the vehicle and its services. Mr. Holman made it clear current Outreach staff would be reassigned to other departments when changes in the services were implemented. Mr. Bultinck moved to authorize the County Librarian or designated staff to further examine Outreach services and present an alternative to Mobile Library service not later than September 1, 2020. Mrs. Grover provided a second and the motion passed.

Under the heading of **Other Business,** Mr. Lahr moved to approve the grand total of the claims listing presented by the County Librarian starting with claim number 29402 through 29433. The prewritten claims were $195,214.99 and the regular claims were $633,954.65 for a grand total of $829,169.64. Mrs. Grover seconded the motion and it passed.

Also, under the heading of **Other Business** and prior to adjourning the Board meeting, President Summers reported she had a direct inquiry from an individual gathering signatures for political candidates and the library's stance on such activities. Mrs. Summers indicated the County Librarian interacted with the individual in person and communicated the library's stance. No further action will be taken. Mr. Holman also reminded the Board 2020 is the year to work on a new strategic planning document. He will contact a few consultants to determine next steps.

There was no **Other Business**.

Mrs. Grover moved to adjourn the regular Board meeting at 7:48 p.m. Mr. Lahr seconded the motion and it carried.

_____

Mary Springer, Secretary

EXHIBITS AND OTHER MATERIALS REFERENCED IN THESE MINUTES CAN BE INSPECTED AND COPIED IN THE ADMINISTRATIVE OFFICE, TIPPECANOE COUNTY PUBLIC LIBRARY, 627 SOUTH STREET, LAFAYETTE, INDIANA 47901-1470.

County Librarian's Report
March 2020

1. The traditional event for the grand opening of the Wea Prairie Branch will be held on Sunday, April 19th from 1:30 to 4:00 p.m. Like the usual TCPL opening events, there will be entertainment, give-away items, a ribbon cutting, and refreshments. Several TCPL staff and Friends volunteers will help facilitate the activities of the day. This event will take place during National Library Week. There will be one more event at Wea during the week with a focus on kid based activities. That event is not finalized.

2. Also connected to Wea Prairie, everything associated with the building is going along fairly smooth. An initial "punch list" activity took place on Wednesday, February 26th. This initial walk-through with the architect and representatives of Kettelhut is an in-depth look at every aspect of the space in terms of paint, wall trim, carpet, restrooms, counters and also the exterior. Landscaping will be postponed until there is appropriate weather climate. Two different furniture packages have been ordered and is expected to arrive by the first week in April. The majority of the materials collection is expected the first week in April as well. Kettelhut will likely turn the building over to TCPL within the first ten days of March. When they do so, Haley's Lock and Key will install core locks to all doors in the building. The physical keys will match the master key used for the downtown library. One final activity related to the branch, TCPL will utilize a VOIP (Voice Over Internet Protocol) as the new telephone system for the branch. The library is in discussions with ENA for this new service. The staff will still use physical phones, but the phone system will be internet based with less physical components placed in the branch.

3. TCPL's annual 100R (a listing of TCPL employees and compensation) was completed and uploaded to the Department Local Government Finance (DLGF). This activity is required by state law and must be uploaded to the online Gateway site by January 31. Presently, Finance Controller Loretta Carter is working on TCPL's Annual Financial Report which must be completed and uploaded by March 1st. This document represents TCPL's fund balances, revenues and expenditures for the year. This file is uploaded to the State Board of Accounts website and also available via Gateway.

4. TCPL staff finished the conversion of the downtown collection to RFID. There are a few outstanding items, but overall we are ready to schedule the gate installation for the RFID system during the month of March.

5. With the construction of the Wea Prairie Branch nearing an end, the County Librarian has instructed TCPL's Finance Controller to have the interest transferred from the Old National Money Market investment account into TCPL's checking account. The $63,000 investment will be used as part of the final payment for Wea Prairie purchases.

6. Through a Diversity RoundTable initiative, the County Librarian is very involved in developing and coordinating a local 2020 Census activity. This will be a community event that involves several speakers and specific activities for children and adults. The objective is to get folks who are diverse in age, gender, race, and socio-economic status to meet together for a shared activity in hopes of building cultural competency in the community. The actual program will take place on Saturday, April 4 from 11:00 a.m. to 3:00 p.m.

7. The County Librarian will attend the Public Library Association national conference in Nashville, TN February 26-29. It was a late decision to attend the premier conference for public libraries, but something I decided to work in. On Wednesday, March 4th, the County Librarian will make a second presentation to the Sunnyside Boys Book Club group. Mr. Holman was invited by media specialist Anne Custer.

Prescribed by State Board of Accounts

Required by IC 36-2-10-16 and IC 5-13

MONTH ENDING: February 2020

CHARGES:

1	Total Taxes Collected (Not Receipted to Ledger or Refunded)		$1,876,550.90
2	Advance Collection of Taxes		$346,597.79
3	Bank,Building and Loan and Credit Union	UNSAFE BUILDING LEIN	$0.00
4	Bad Checks		$247.50
5	Cash Change Fund		$600.00
6	Conservancy District Collections		$1,956.76
7	Demand Fees		$149.00
8	Duplicate Billings		$3.00
9	Drainage Assessments		$9,354.36
10	Auto Rental Excise Tax	+HEAVY EQUIP RENTAL EXCISE	$211,782.84
11	Special Assessment Fee		$340.00
12	Vehicle License Excise Tax		$4,076,303.00
13	Sewage Collections	STORMWATER, SEWAGE,WEED,SIDEWALK, PENALTY ON SPA LIENS, MONEY OWED CTY	$4,123.19
14	Tax Sale Costs		$0.00
15	Aircraft License Excise Tax		$5,352.85
16	SURPLUS	+OUT OF STATE	$10,081.28
17	Watercraft Title and Registration Fees		$31,267.15
18	Watercraft Use Tax./RECONSTUCTION	RECONSTRUCTION	$4,583.00
19	Innkeepers	OVERPAYMENT	$0.00
	Personal Property Collection Fees		$487.79
	Ineligible Standard Homestead Ded Tax		$0.00
20	LOTTERY		$2,382,596.91
21	Total Balances of all Ledger Accounts-Cash		$104,160,435.85
22	Total Balances of all Ledger Accounts-Investments		$70,000.00
23	Total Charges		$113,192,813.17

CREDITS:

24	Depository Balances as Shown by Daily Balance of Cash and Depositories Record(List Detail On Reverse Side)			$106,110,631.83
25	Investments as Shown by Daily Balance of Cash and Depositories Record (Column 12, Line 41)			$7,070,000.00
26	Total Cash on Hand at Close of Month:	$ 11,237.82		
	Currency	$600.00		
	Coins			
	Checks, Money order,etc			
	Total Bad checks not included	$0.00		$11,837.82
27	Bad Check Not Collected			$0.00
28	_____			
30	Total			$113,192,469.65
31	Cash Short/Under (Add)			$343.52
32	Cash Long/Over (Deduct)			$ -
33	Proof		$113,192,813.17	$113,192,813.17

RECONCILEMENT WITH DEPOSITORIES

34	Balance in all Depositories Per DBR (Line 24 Above)	$113,180,631.83	
35	Outstanding Warrants-Checks(Detail by Deps on Reverse Side)	$415,571.78	
36	Bal in all Depositories Per Bk Stments(Detail on Rev Side)		$113,596,203.61
37	Deposits in Transit(Detail on Reverse Side)		$0.00
38	Proof	$113,596,203.61	$113,596,203.61

ANALYSIS OF CASH ON HAND AT CLOSE OF MONTH:

(a)	Cash change Fund Advanced by County	$600.00
(b)	Receipts Deposited in Depositories	$11,237.82
(c)	Uncollected Items on Hand(List on Reverse Side)	$0.00
(d)	Total(Must Agree With Line 26 Above)	$11,837.82

State of Indiana, Tippecanoe County: as: I, the undersigned Treasurer of aforesaid County and State hereby certify that the foregoing report is true and correct to the best of my knowledge and belief.

DATE 3/5/2020

Jennifer Weston

County Treasurer

FILED

MAR 0 6 2020

AUDITOR OF TIPPECANOE CO.

Required by IC 36-2-10-16 and IC 5-13

TIPPECANOE COUNTY TREASURER'S STATEMENT OF DEPOSITORY FOR THE MONTH OF: February 2020

Depository	Account Number	Bank Statements	Transit (Add)	Warrant-Checks (Deduct)	Accrued Interest	Balance of Cash & Depositories
Centier - Comm NOW checking	102784450	$3,477,792.10	$0.00	$0.00	$4,687.09	$3,473,105.01
1st Source Bank - Checking	10222529	$5,213,750.71	$0.00	$0.00	$7,754.92	$5,205,995.79
First Merchants - High Balance	9000645459	$27,889,684.80	$0.00	$0.00	$42,781.09	$27,846,903.71
First Merchants - Primary	9000645416	$4,720,365.84	$0.00	$0.00	$4,168.38	$4,716,197.46
First Merchants - Claims	9000720361	$1,680,924.57	$0.00	$214,817.88	$3,398.78	$1,462,707.91
First Merchants - Payroll Retirement	9000645432	$6,210.82	$0.00	$6,210.82	$0.00	$0.00
First Merchants - Flex Benefits	9000645467	$135,104.94	$0.00	$0.00	$179.22	$134,925.72
First Merchants - Flex II	9001164616	$0.00	$0.00	$0.00	$0.00	$0.00
First Merchants - Cary Home	9000645475	$2,481.64	$0.00	$0.00	$3.42	$2,478.22
First Merchants - Cum Bridge-	8390584	$2,834,067.64	$0.00	$0.00	$4,329.35	$2,829,738.29
First Merchants - J&C Hwy Escrow	620072213 OY	$5,914.62	$0.00	$0.00	$7.56	$5,907.06
First Merchants - Drain Maintenance	9000986906	$2,143,650.82	$0.00	$0.00	$3,180.60	$2,140,470.22
First Merchants - Gen Drain Maintenance	9000986892	$1,350,553.67	$0.00	$0.00	$1,723.92	$1,348,829.75
First Merchants - Highway Escrow	9000981572	$63,621.13	$0.00	$0.00	$93.12	$63,528.01
First Merchants - LR&S	8390606	$1,869,715.88	$0.00	$0.00	$2,562.68	$1,867,153.20
First Merchants - MVHA	9000981580	$3,202,520.52	$0.00	$0.00	$4,399.03	$3,198,121.49
First Merchants - 2018 Bonds/Fairgrounds	100199904	$13,435,890.43	$0.00	$0.00	$20,296.44	$13,415,593.99
First Merchants - Online Pymts	9001029050	$9,059.56	$0.00	$0.00	$135.69	$8,923.87
First Merchants - Law Enforcement Warrant Fu	9001167445	$536,544.47	$0.00	$0.00	$792.78	$535,751.69
First Merchants - Landfill Closure	100545365	$270,757.08	$0.00	$0.00	$485.12	$270,271.96
Staley Credit Union - Savings	40359	$31.66	$0.00	$0.00	$0.00	$31.66
Cambridge/TWM - EDIT Landfill	803-111150-009	$2,905,707.90	$0.00	$0.00	$552.64	$2,905,155.26
Cambridge/TWM - High Balance	803-010082-009	$15,830,514.33	$0.00	$0.00	$32,117.10	$15,798,397.23
Stifel	50M-165606	$10,341,247.27	$0.00	$0.00	$42,067.84	$10,299,179.43
Multi Bank Securities	8900512385	$3,356,291.63	$0.00	$0.00	$12,906.01	$3,343,385.62
1st Source Bank - Investments	611230012	$5,243,799.58	$0.00	$0.00	$5,920.30	$5,237,879.28
SUBTOTAL		$106,526,203.61	$0.00	$221,028.70	$194,543.08	$106,110,631.83
INVESTMENT		$7,070,000.00	$0.00	$0.00	$0.00	$7,070,000.00
TOTALS		$113,596,203.61	$0.00	$221,028.70	$194,543.08	$113,180,631.83

SCHEDULE OF UNCOLLECTED ITEMS ON HAND
(Checks and other items returned by depositories and in process of collection at close of month)

Date Originally Received	Received From	For	Date Returned	Returned by (Name of Depository)	Reason for Return	Amount

Total $0.00

FILED
MAR 06 2020
AUDITOR OF TIPPECANOE CO.