Tippecanoe County Board of Commissioners

Meeting
Monday, April 6, 2020
10:00 am
Tippecanoe Room, Tippecanoe County Office Building
20 N 3rd Street, Lafayette, Indiana

TENTATIVE AGENDA

Due to the public health emergency, public comment on agenda items may be submitted prior to the meeting at plbennett@tippecanoe.in.gov.
Members of the public can watch the live stream of the meeting at https://youtu.be/wm7rVidVIJ4

I. PLEDGE OF ALLEGIANCE

II. APPROVAL OF MINUTES

Monday, March 16, 2020 Regular Meeting
Thursday, March 26, 2020 Special Meeting

Documents:

MINUTES 03.16.2020 CM.DOCX
MINUTES 03.26.2020 CM.DOCX

III. PRESENTATION OF ACCOUNTS PAYABLE VOUCHERS- PAULA BENNETT

IV. PRESENTATION OF PAYROLL- PAULA BENNETT

V. RESOLUTIONS

2020-14-CM Economic Development Capital Improvement Plan for 2020
2020-15-CM Cumulative Capital Improvement Plan for 2020

Documents:

2020-14-CM EDIT CAPITAL IMPROVEMENT PLAN.PDF
2020-15-CM CCD CAPITAL IMPROVEMENT PLAN.PDF

VI. AREA PLAN COMMISSION- SALLIE FAHEY

Contracts for Traffic Counting in Carroll County
Conflict of Interest Disclosure

Documents:

CONTRACT BJF - 04-02-20 TO COMMISSIONERS.PDF
CONTRACT RDUNLAP - 04-02-20 TO COMMISSIONERS.PDF
FY 2020 SURTP GRANT APPLICATION-UPDATED.PDF
FY 2019-2020 UPWP UPDATE PL CONTRACTDULYSGDAUG-12-19.PDF
2020 04-01 SDF SIGNED CONFLICT OF INTEREST FORM FOR FY2020.PDF

VII. CORONER - DONNA AVOLT

Agreement with ISDH for Data Sharing

Documents:

ISDH DATA SHARING AGREEMENT.PDF

VIII. HIGHWAY- STEWART KLINE

Warranty Deed – Tippecanoe County 500 North and 50 West Project – Parcel 3, Jane E. Krause

Street Acceptance – Stonehenge, Phase 4 for the following streets:

- Dolerite Court, 1,001.45'
- Lithophone Court, 578.26'
- Magus Court, 164.22'
- Rhyolite Court, 216.14'
- Rhyolite Drive, 464.63'

3 Year Street Maintenance Bond – Milestone Contractor's, L.P. in the amount of $38,422.00 for Stonehenge Subdivision, Phase 4

3 Year Street Maintenance Bond – Atlas Excavating, Inc. in the amount of $81,812.57 for Stonehenge Subdivision, Phase 4

Documents:

WARRANTY DEED 500 NORTH KRAUSE.PDF
STREET ACCEPTANCE STONEHENGE, PH 4.PDF
MAINTENANCE BOND MILESTONE STONEHENGE.PDF
MAINTENANCE BOND ATLAS.PDF

IX. DRAINAGE EASEMENT FOR TIPPECANOE PARTNERS II, LLC. - DOUG MASSON

Documents:

DRAINAGE.EASEMENT..PDF
18095-DRAINAGE EASEMENT COUNTY COMMISSIONERS.PDF

X. MOU WITH COMMUNITY LOAN CENTER OF WEST CENTRAL INDIANA

Documents:

2020-03-17 EMPLOYER MOU V.8.14.17.DOCX
2020-03-25 ADDITIONAL TERMS AND CONDITIONS.PDF
2020-03-25 DRAFT FORM OF CONSENT TO PAYROLL DEDUCTION.PDF
IC 22-2-6 2019.PDF

XI. GRANTS- SHARON HUTCHISON

XII. UNFINISHED/NEW BUSINESS

XIII. REPORTS ON FILE

- Tippecanoe County Building Commission
- Weights & Measures

Documents:

BUILDING COMMISSION 3.1.20 - 3.24.20 REPORTS ON FILE.PDF
WEIGHTS MEASURES 2.16.20 - 3.15.20 REPORTS ON FILE.PDF

XIV. PUBLIC COMMENT

*. ** INFORMATION ON SUBMITTING PUBLIC COMMENTS **

Due to the public health emergency, public comment on agenda items may be submitted prior to the meeting at PLBENNETT@TIPPECANOE.IN.GOV. Members of the public can watch the live stream of the current meeting at HTTPS://YOUTU.BE/WM7RVIDVIJ4.

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 16, 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 Recording Secretary John Thomas.

I. **PLEDGE OF ALLEGIANCE** – President Brown called the meeting to order and lead the Pledge of Allegiance

II. **PROCLAMATION** – TEMA Director William "Smokey" Anderson, City of Lafayette Clerk Cindy Murray, and PU Emergency Management Director Jefferson Howells.

The proclamation designating March 15-21, 2020 as Severe Weather and Flood Preparedness Week was read.

III. **APPROVAL OF MINUTES** from Monday, March 2, 2020.

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

IV. **PRESENTATION OF ACCOUNTS PAYABLE**

- Commissioner Byers moved to approve the Accounts Payable from March 3, 2020 through March 16, 2020 without exception, second by Commissioner Murtaugh. Motion carried.

V. **PRESENTATION OF PAYROLL**

- Commissioner Byers moved to approve the Payroll from March 6, 2020 without exception, second by Commissioner Murtaugh. Motion carried.

VI. **AWARDING OF BIDS FOR FAIRGROUNDS PROJECT,** Phase 5

- Commissioner Byers moved to award the bid for demolition to Denney Excavating for $258,400 and the bid for paving, with Alternative #1, to Milestone for $554,300, second by Commissioner Murtaugh. Motion carried.

VII. **HIGHWAY** – Stewart Kline presented and recommended:

A. Permit to Close or Block a Road for the Lions Club Car Show May 2, 2020, from 6am to 2pm in the Town of West Point (Washington, Columbia, Main, and Mulberry Streets will be closed).
   - Commissioner Murtaugh moved to approve the permit as presented, second by Commissioner Byers. Motion carried.

B. 3 Year Utility Maintenance Bond to First Time Development Corporation for $5,000 to work in all County right-of-way.
   - Commissioner Byers moved to approve the bond as presented, second by Commissioner Murtaugh. Motion carried.

C. Continuation Certificate to Indiana American Water Company for $5,000 to work in all County right-of-way.
   - Commissioner Byers moved to approve the certificate as recommended, second by Commissioner Murtaugh. Motion carried.

D. Bid Bonds to Rieth Riley Construction Co Inc for the County Road 200 North Curve Correction Project in the amount of $385,021, and the County Road 600 North Reconstruction Project in the amount of $473,267.
   - Commissioner Murtaugh moved to approve the bonds as submitted, second by Commissioner Byers. Motion carried.

VIII. CARY HOME/YOUTH SERVICES – Rebecca Humphry presented and recommended:

Medical Consultation Agreement with IU Health for $100 per month which is less than last year's fees and $1,000 per quarter.
- Commissioner Murtaugh moved to approve the agreement as presented, second by Commissioner Byers. Motion carried.

IX. INFORMATION TECHNOLOGY – Kent Kroft presented and recommended:

Agreement with Pictometry International Corp for the 2020 aerial photography flights and the 2019 flights that were canceled because of bad weather, in the amount of $47,620.
- Commissioner Murtaugh moved to approve the agreement as presented, second by Commissioner Byers. Motion carried.

X. SHERIFF – Robert Goldsmith presented and recommended:

Jail Administrative Office Planning Study with DLZ Indiana LLC to supplement the original jail study and assess the safety concerns for the administrative portions of the jail in the amount of $8,250.
- Commissioner Byers moved to approve the agreement as presented, second by Commissioner Murtaugh. Motion carried.

XI. GRANTS – Sharon Hutchison presented and recommended:

Permission to Apply for Grants:

A. For the Health Department from the Indiana State Department of Health for $60,000 to provide county wide services to improve immunization rates for youth and infants as well as reduce vaccine waste.
   - Commissioner Byers moved to grant permission to apply as presented, second by Commissioner Murtaugh. Motion carried.

B. For the Health, Sheriff and Community Corrections Departments from the Tippecanoe County Drug Free Coalition for Gateway Counseling.
   - Commissioner Murtaugh moved to grant permission to apply as presented, second by Commissioner Murtaugh. Motion carried.

C. For TEMA and DoIT Departments from the State Homeland Security Program's Cybersecurity Investment Fund to purchase new equipment to enhance the critical cybersecurity infrastructure in the amount of $45,000.
   - Commissioner Byers moved to grant permission to apply as presented, second by Commissioner Murtaugh. Motion carried.

XII. RESOLUTION 2020-10-CM – Emergency Stay Home Pay

Attorney Masson summarized the resolution which: 1) authorizes the President to issue an emergency declaration requiring some County employees to not come to work during the emergency and may provide pay for their regularly scheduled work hours, 2) provides for working from home on an "on-call" basis during regularly scheduled non-overtime work hours, 3) the pay may not exceed 10 business days, 4) if an employee is ordered by state

or local health officials to quarantine the employee may be compensated without using vacation or sick leave and may require a physician verification, 5) an employee may be reassigned, and 6) the policy will remain in effect until the County Health Department rescinds the emergency declaration.

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

XIII. ORDINANCE 2020-02-CM – Regulation of Traffic in a Residential Complex

- Commissioner Byers moved to consider ORDINANCE 2020-02-CM, on first reading, second by Commissioner Murtaugh.

Sheriff Goldsmith stated that the Ordinance allows the Commissioners to approve a request and the Sheriff to sign an agreement with an apartment complex to enforce traffic violations on private streets in the complex. Both Lafayette and West Lafayette have similar agreements.

President Brown asked for additional comment and then called for the vote:

- Auditor Plantenga recorded the vote:

Commissioner Brown	Yes
Commissioner Murtaugh	Yes
Commissioner Byers	Yes

Ordinance 2020-02-CM passes 3-0 on first reading.

XIV. RESOLUTION 2020-11-CM – Public Meetings of Governing Bodies during COVID-19 Emergency

Attorney Masson summarized the resolution which provides guidance to other local governing bodies (APC, BZA, Council, etc.) meant to balance the Open Door laws with public health concerns, to: 1) eliminate non-urgent agenda items and cancel or postpone meeting without urgent agenda items, 2) take advantage of the County's streaming capabilities, and 3) procedures for keeping attendance below 50 people. The resolution will remain in effect until the County Health Department rescinds the emergency declaration.

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

XV. UNFINISHED/NEW BUSINESS

A. Commissioner Murtaugh stated that the County's health insurance consultant recommended the County cover 100% of the cost of COVID-19 testing for its employees.

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

B. President Brown stated that there will be a conference call for all Department Heads at 1:00 this afternoon and that DoIT will be sending additional instructions shortly.

XVI. REPORTS ON FILE

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

XVII. PUBLIC COMMENT – None

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 4/6/2020

Minutes prepared by John Thomas, Recording Secretary

Tippecanoe County Board of Commissioners

Special Meeting Minutes

Thursday, March 26, 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 and Auditor Robert Plantenga.

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

II. APPROVAL OF MINUTES from Friday, March 20, 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 March 18, 2020 through March 26, 2020 were recommended for approval without exception.

- Commissioner Byers moved to approve the Accounts Payable without exception, second by Commissioner Murtaugh. Motion carried.

IV. PRESENTATION OF PAYROLL - Paula Bennett

The payroll from March 20 2020, was recommended for approval without exception.

- Commissioner Byers moved to approve the Payroll without exception, second by Commissioner Murtaugh. Motion carried.

V. RESOLUTION 2020-12-CM, Declaration of Public Health Emergency

Attorney Masson stated that this declaration is consistent with the County Health Department and the Governor's directive and provides for the reimbursement from the federal government of funds expended during the emergency.

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

VI. RESOLUTION 2020-13-CM, Emergency Claim Approval – Deposit Procedures

Attorney Masson stated that the Resolution allows the County to deposit funds two days a week (Tuesday and Thursday) rather than daily.

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

VII. RATIFICATION OF DIRECTIVE CONCERNING EMERGENCY STAY AT HOME PAY

Attorney Masson stated that this ratifies the directive that was passed by the President of the Commission on March 24, 2020.

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

VIII. UNFINISHED/NEW BUSINESS

Shirley Mennen presented an agreement with Proactive MSO LLC to share onsite clinics with the city of Crawfordsville. The Tippecanoe County Health Clinic will be available to various Montgomery County groups and a Health Clinic in Crawfordsville will be made available to Tippecanoe County employees

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

IX. PUBLIC COMMENT – None

Commissioner Murtaugh 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 4/6/2020

Minutes prepared by John Thomas, Recording Secretary

TIPPECANOE COUNTY BOARD OF COMMISSIONERS

RESOLUTION NO. 2020-__14_-CM

RESOLUTION MODIFYING THE TIPPECANOE COUNTY CAPITAL IMPROVEMENT PLAN FOR LOCAL INCOME TAX ADDITIONAL REVENUE ALLOCATED FOR ECONOMIC DEVELOPMENT PURPOSES

Adding New Projects

Number 115 - Election Equipment

Number 116 - Firearm Range

Amending Project

Number 91 - GLC Special Projects

Providing Additional Funding for Existing Projects:

Number 3, 4, 6, 7, 10, 19, 20, 38, 40, 46, 49, 50, 51, 53, 69, 81, 87, 91, 92, 93, 94, 97, 98, 99, 100, 101, 102, 108, 109, 110, 111, 112, 114

AMENDMENT NO. 61

WHEREAS, authority had been granted by IC 6-3.5-7-15 to The Board of Commissioners of the County of Tippecanoe, to adopt a Capital Improvement Plan for the County of Tippecanoe setting forth the uses of the revenues which Tippecanoe County shall receive from the Economic Development Income Tax duly adopted in the year 1989; and

WHEREAS, the authority previously granted under IC 6-3.5-7-15 with respect to Economic Development Income Tax was transferred to authority under IC 6-3.6-6-9.5 with respect to Local Income Tax Additional Revenue Allocated for Economic Development Purposes; and

WHEREAS, The Board of Commissioners of the County of Tippecanoe adopted Resolution 90-03-CM establishing an Economic Development Income Tax Capital Improvement Plan on the 7th day of May, 1990 and said Capital Improvement Plan was amended on the 11th day of June, 1990, pursuant to Resolution 90-07 CM; subsequently amended on August 5, 1991, pursuant to Resolution 91-12-CM and again amended on November 9, 1994, pursuant to Resolution 94-14-CM, and again amended on April 1, 1996, pursuant to Resolution No. 96-05-CM, again amended on July 26, 1996, pursuant to Resolution No. 96-09-CM, again amended on February 3, 1997, pursuant to Resolution No. 97-6; and again amended on March 31, 1997, pursuant to Resolution No. 97-19-CM; and again amended on January 20, 1998, pursuant to Resolution No. 98-08-CM; and again amended on May 4, 1998 pursuant to Resolution No. 98-22-CM; and modified and ratified on May 18, 1998 pursuant to Resolution No. 98-26-CM; and again amended on July 20, 1998 pursuant to Resolution

No. 98-34-CM; and again amended October 5, 1998 pursuant to Resolution No. 98-42-CM, and again amended on November 2, 1998, pursuant to Resolution No. 98-46-CM, and again amended on March 1, 1999 pursuant to Resolution No. 99-13-CM, and again amended on April 8, 1999 pursuant to Resolution No. 99-19-CM as Modified and Ratified on April 19, 1999 pursuant to Resolution No. 99-22-CM; and again amended on May 3rd, 1999, pursuant to Resolution No. 99-18-CM; and again amended on October 4, 1999, pursuant to Resolution No. 99-30-CM; and again amended on February 7, 2000, pursuant to Resolution 2000-08-CM; and again amended on April 3, 2000, pursuant to Resolution 2000-16-CM as Modified and Ratified on April 17, 2000 pursuant to Resolution No. 2000-22-CM; and again amended on May 3, 2000 pursuant to Resolution 2000-25-CM; and again amended on June 5, 2000 pursuant to Resolution No. 2000-29-CM; and again amended and re-adopted as amended on February 20, 2001 pursuant to Resolution 2001-06-CM; and again amended and re-adopted as amended on April 2, 2001 pursuant to Resolution 2001-15-CM; and again amended and re-adopted as amended on July 16, 2001 pursuant to resolution 2001-32-CM; and again amended and readopted as amended on September 5, 2001 pursuant to Resolution 2001-41-CM; and again amended and readopted as amended on November 7, 2001 pursuant to Resolution 2001-48-CM; and again amended and readopted as amended on December 3, 2001 pursuant to Resolution 2001-52-CM; and again amended and readopted as amended on March 18, 2002 pursuant to Resolution 2002-06-CM; and again amended and readopted as amended on May 20, 2002 pursuant to Resolution 2002-20-CM; and again amended and readopted as amended on September 4, 2002 pursuant to Resolution 2002-28-CM; and again amended and readopted as amended on January 22, 2003 pursuant to Resolution 2003-06-CM; and again amended and readopted as amended on February 18, 2004 pursuant to Resolution 2004-07-CM; and again amended and readopted as amended on February 7, 2005 pursuant to Resolution 2005-05-CM; and again amended and readopted as amended on March 31, 2005 pursuant to Resolution 2005-14-CM; and again amended and readopted on January 3, 2006 pursuant to Resolution 2006-05-CM; and again amended and readopted on April 17, 2006 pursuant to Resolution 2006-12-CM; and again amended and re-adopted on February 20, 2007 pursuant to Resolution 2007-03-CM; and again amended and readopted on January 7, 2008 pursuant to Resolution 2008-05-CM; and again amended and readopted on April 7, 2008 pursuant to Resolution 2008-20-CM; and again amended and readopted on July 7, 2008 pursuant to Resolution 2008- 24-CM; and again amended and readopted on August 4, 2008 pursuant to Resolution 2008- 31-CM; and again amended and readopted on October 20, 2008 pursuant to Resolution 2008- 40-CM; and again amended and readopted on October 20, 2008 pursuant to Resolution 2008-40-CM; and again amended and readopted on June 15, 2009 pursuant to Resolution 2009-190-CM; and again amended and readopted on November 1, 2010 pursuant to Resolution 2010-21-CM; and again amended and readopted on February 7, 2011 pursuant to Resolution 2010-05-CM; and again amended and readopted on December 5, 2011 pursuant to Resolution 2011-44-CM; and again amended and readopted on February 6, 2012 pursuant to Resolution 2012-11-CM; and again amended and readopted on May 6, 2013 pursuant to Resolution 2013-14-CM; and again amended and readopted on February 3, 2014 pursuant to Resolution 2014-7-CM; and again amended and readopted on January 5, 2015, pursuant to Resolution 2015-04-CM; and again amended and readopted on January 4, 2016, pursuant to Resolution 2016-03-CM; and again amended and readopted on January 17, 2017, pursuant to Resolution 2017-05-CM; and again amended and readopted on March 5, 2018, pursuant to Resolution 2018-09-CM; and again amended

and readopted on April 15, 2019, pursuant to Resolution 2019-10-CM.

WHEREAS, said Capital Improvement Plan has, from time to time, been modified, as set forth above, consistent with the Capital Improvement needs of Tippecanoe County and other permissible uses of Local Income Tax Additional Revenue Allocated to Economic Development Purposes under IC 6-3.6-10-2; and

WHEREAS, said Capital Improvement Plan should continue with the transition from Economic Development Income Taxes under IC 6-3.5-7-15 to Local Income Tax Additional Revenue Allocated to Economic Development Purposes under IC 6-3.6-6-9.5 (with both sources of revenue being referred to hereinafter as EDIT revenue unless otherwise specified); and

WHEREAS, the Board of Commissioners has determined that Project No. 91 should be amended to reflect the revised scope of the project; and

WHEREAS, the Board of Commissioners has determined that a new Project No. 115 should be added to the Capital Improvement Plan to provide funding for updated election equipment; and

WHEREAS, the Board of Commissioners has determined that a new Project No. 116 should be added to the Capital Improvement Plan to provide funding for a Firearm Range appropriate for training law enforcement officers in Tippecanoe County; and

WHEREAS, the Board of Commissioners desires to re-adopt the Capital Improvement Plan, as so amended;

NOW THEREFORE, BE IT RESOLVED, that there is added to the Capital Improvement Plan Projects 115 and 116 and an amended Project 91 reading as follows:

PROJECT NUMBER ONE HUNDRED FIFTEEN (115)
ELECTION EQUIPMENT

Identification and General Description of Project

IC 6-3.6-10-2(11) permits local income tax additional revenue allocated for economic development purposes (EDIT) to be used "for any lawful purpose for which money in any of its other funds may be used." The County has determined that it will be beneficial to the County to provide additional funding for the acquisition, maintenance, and administration of voting systems.

Estimated Total Project Cost

The estimated total cost of the Project is expected to be in excess of one million five hundred thousand dollars ($1,500,000). Tippecanoe County will pay an amount not to

exceed $100,000 from EDIT during fiscal year 2020.

Identification of All Sources of Funds for Project

Tippecanoe County will incur an amount not to exceed $100,000 to fund this Project during the fiscal year 2020 from EDIT revenues. Additional funds may come from the general fund, grants, or other County funds available for this purpose. Additional revenues from EDIT are anticipated for future years.

Planning, Development and Construction, Schedule of Project

The project is expected to continue annually to the extent of available funds.

PROJECT NUMBER ONE HUNDRED SIXTEEN (116)
FIREARM RANGE

Identification and General Description of Project

This project will provide for the construction of a firearm range sufficient for the training of law enforcement officers in Tippecanoe County. The County anticipates working in conjunction with other law enforcement agencies in the County on this project.

Estimated Total Project Cost

The estimated total cost of the Project is expected to cost approximately $250,000. Tippecanoe County will pay up to $25,000 during fiscal year 2020

Identification of All Sources of Funds for Project

Tippecanoe County will incur an amount not to exceed $25,000 to fund this Project during the fiscal year 2020 from EDIT revenues. Additional revenues from other units of government in Tippecanoe County with law enforcement agencies are anticipated. Additional funds may come from the general fund or other County funds available for this purpose. Additional revenues from EDIT are anticipated for future years.

Planning, Development, and Construction schedule for the project

The project is expected to [CONSTRUCTION DATE].

PROJECT NUMBER NINETY-ONE (91) (AMENDED)
GREATER LAFAYETTE COMMERCE - SPECIAL PROJECTS

Identification and General Description of Project

It is anticipated that Greater Lafayette Commerce will engage in special projects pertaining to workforce and economic development that will improve the economic health of the County. Such projects enable coordination with other units of government in Tippecanoe County and include workforce training, development of infrastructure, economic development projects within the meaning of IC 6-3.6-2-8, and other permitted expenditures under state law, including IC 6-3.6-10. Subject to negotiation of appropriate contract(s) under IC 6-3.6-10-2(7), Tippecanoe County will contribute an amount not to exceed two hundred thirty five thousand dollars ($235,000) during the fiscal year 2020 from EDIT revenues. Contributions from other units of local government are anticipated.

Estimated Total Project Cost

The estimated total cost of the Project is indefinite due to its ongoing nature. Tippecanoe County will pay up to $235,000 during fiscal year 2020.

Identification of All Sources of Funds for Project

Tippecanoe County will incur an amount not to exceed $235,000 to fund this Project during the fiscal year 2020 from EDIT revenues. Additional revenues from EDIT are anticipated for future years.

Planning, Development, and Construction schedule for the project

The project is expected to continue annually to the extent of available funds.

BE IT FURTHER RESOLVED, that after due consideration, The Board of Commissioners of the County of Tippecanoe hereby confirms its findings that the development and implementation of the following previously established Projects be and the same are hereby approved and identified as a projects for which economic development income tax revenues may be used pursuant to IC 6-3.6-10-2; and that additional funding for each such Project be provided in the year 2020 in the following amounts:

Name	Project Number	Amount
Corner Markers	#3	205,389
Ambulances	#4	100,000
Graphical Information System (GIS)	#6	293,962

Warning Sirens (Emergency Management)	#7	40,000
MITS: Information Technology Hardware and Software	#10	994,085
L-WL EDC (formerly Greater Lafayette Progress, Inc.)	#19	100,000
General Drain Improvements/Stormwater Assessment	#20	100,000
Grant Coordinator	#38	64,502
Grant Contingency Fund	#40	5,000
Economic Development Professional Services	#46	$655,000
Wabash River Corridor Enhancement Enabling Funds	#49	50,000
Economic Development Travel & Training	#50	10,000
County Employee Training Certification	#51	15,000

Self-Insurance Fund	#53	$120,000
Highway Infrastructure Improvements	#69	2,000,000 *Encumbered in prior years
GLC Special Projects	#91	$235,000
Stars and Stripes Annual Event	#92	10,000
Tippecanoe Arts Federation	#93	60,000
Dues and Subscriptions	#97	15,000
4-H Fair Premiums	#98	5,000
Tippecanoe County Historical Association	#99	5,000
Animal Sheltering	#100	102,600
YWCA Domestic Violence Program	#101	22,000
Building/Residential ADA Upgrades	#102	250,000
Fairgrounds Renovation	#108	$1,689,288

Internal Transfers	#109	$135,174
Legal Fees	#110	$200,000
Courthouse Maintenance, Repair, and Reconfiguration	#111	1,564,000
Remodeling of 1950 S. 18th Street	#112	$590,000
Agency Support	#114	$94,333

BE IT FURTHER RESOLVED, that in all other respects, the Capital Improvement Plan of the Tippecanoe County Economic Income Tax shall be ratified, confirmed, and re-adopted to include the following completed and continuing Projects:

SUMMARY

Description	**Project**	**Amendment Number**	**Status**
Jail Lease	#1	#3	Completed
Courthouse Renovation	#2	#3	Completed
Corner Markers	#3	#3, 33	Continuing
Ambulances	#4	#3, 33, 46	Continuing
Sheriff's Radios	#5	#3, 33	Completed
Graphical Information System (GIS)	#6	#3, 33	Continuing
Warning Sirens (Emergency Management)	#7	#3, 33	Continuing
Community Health Clinic Construction	#8	#4	Completed
Jail Computer System	#9	#5	Completed
Information Technology Hardware and Software	#10	#5, 27, 32, 46	Continuing
Bird Control System	#11	#5	Discontinued
[Omitted]	#12		
Highway Improvements 1997	#13	#10	Completed

Park Board Land Acquisition Grant Funds Transfer -1998	#14	#11	Completed
Highway Improvements 1998	#15	#12	Completed
Tippecanoe County Work Release Facility	#16	#13	Completed
Park Board Land Acquisition	#17	#14	Completed
BENCYN Grant Funding	#18	#15	Completed
L-WL EDC (formerly Greater Lafayette Progress, Inc.)	#19	#16, 33	Continuing
General Drain Improvements / Phase II Stormwater Plan	#20	#20 (should be #17), 54	Continuing
Highway Improvements - 1999	#21	#21 (should be #18)	Completed
Treasurer's Accounting Software	#22	#22 (should be #19)	Completed
Tippecanoe Superior Ct. #6	#23	#23	Completed
Tippecanoe County Parking Garage	#24	#23	Completed
Tippecanoe County Morgue	#25	#23	Completed
County Court I Filing System	#26	#23	Completed
Hoosier Heartland Corridor Project	#27	#24, 33	Completed
Add'l funding for Project 24 - Parking Garage	No New Project #	#25	Completed
Add'l funding for Project 20 - General Drain / Stormwater Assessment	No New Project #	#26	Continuing
VISION 2020 - Greater Lafayette Progress, Inc.	#28	#27, 33	Completed
Add'l funding for Projects 4, 7, 10, 19, 27	No New Project #	#27	Completed

Architectural Fees - Jail Expansion	#29	#27	Completed
Financial/Human Resources Software (PARIS)	#30	#27, 33	Completed
Construction Management Fees - Jail Expansion	#31	#28	Completed
Add'l Project 10 Courthouse Computer Funds	No New Project #	#29	Completed
Construction Funds - Jail Expansion	#32	#30	Completed
Add'l Project 20 Stormwater Assessment Funds	No New Project #	#31	Completed
Telecommunications Infrastructure Needs Assessment	#33	#32	Completed
NPDES Phase II Stormwater Management System	#34	#33	Continuing
Highway Improvements - 2002	#35	#33	Completed
Greater Lafayette Community Development Corporation	#36	#34	Continuing
Lauramie Township Regional Sewer District	#37	#35	Completed
Grant Coordinator	#38	#36	Continuing
Wabash River Parkway Commission	#39	#36	Continuing
Grant Contingency Fund	#40	#36	Continuing
Highway Improvements - 2003	#41	#36	Completed
Juvenile Justice Facility	#42	#36, 47	Discontinued
Economic Development Incentives Fund	#43	#36	Continuing
Water Quality Educator	#44	#37	Transferred to County Fund 247

Economic Development Travel & training	#45	#37	Completed
Economic Development Professional Services	#46	#37	Continuing
Highway Infrastructure Improvements - 2004	#47	#37	Completed
Regional Sewer District Enabling Funds	#48	#38	Continuing
Wabash River Corridor Enhancement Enabling Funds	#49	#39	Continuing
Economic Development Travel & Training	#50	#40	Continuing
County Employee Training and Certification	#51	#40	Continuing
Leadership Lafayette Class Sponsorship	#52	#40	Discontinued
Self-insured Liability Fund	#53	#40	Continuing
Environmental Services Response Fund	#54	#40	Continuing
Document Management Systems	#55	#41	Continuing
HVAC Repair & Maintenance	#56	#43, 46, 50	Continuing
VOIP Phone System	#57	#44	Continuing
Cary Home Improvements	#58	#44	Completed
Public Safety Network Upgrade	#59	#45	Continuing
Community Corrections Exterior Repair and Renovation	#60	#46	Completed
Community Corrections Generator	#61	#46	Completed
Highway Garage Improvements	#62	#48	Completed
Fairgrounds Improvements-Expo Hall	#63	#48	Continuing

Staff Vehicle Maintenance Fund	#64	#50	Continuing
Professional Services for the 2012 General Reassessment	#65	#50	Completed
Emergency Management Equipment Storage Facilities	#66	#50	Completed
Fiber Optic and Communications Infrastructure	#67	#50	Continuing
Employee Wellness Center	#68	#50	Completed
Highway Infrastructure Improvements	#69	#51	Continuing
Courthouse Window Restoration	#70	#51	Completed
Household Hazardous Waste and Recycling Facility Improvement and Operation	#71	#52	Completed
Courthouse Limestone Repair and Maintenance	#72	#53	Completed
Land Acquisition Fund	#73	#53	Continuing
Public Safety Radio Frequency Re-banding	#74	#53	Continuing
Annual Highway Infrastructure Improvements	#75	#53	Completed
E911 Communication System Lease	#76	#53	Continuing
Riggs Community Health Clinic Expansion	#77	#54	Completed
Paving and Repair of Tippecanoe County Parking Facilities	#78	#54	Continuing
Americans with Disabilities Act (ADA) Compliance Fund	#79	#54	Continuing
Tippecanoe County Vehicle Purchasing	#80	#54	Continuing
Intersection Connection	#81	#55	Continuing

Memorial Island	#82	#56	Completed
Bicentennial	#83	#56	Completed
Jail Cell	#84	#56	Completed
Parking Garage Equipment	#85	#56	Completed
P25	#86	#56	Completed
Bridge Infrastructure Improvements	#87	#56	Completed
Courthouse Dome and Roof Repair	#88	#57	Completed
Amtrak	#89	#57	Completed
Food Finders Food Bank	#90	#57, 61	Completed
Greater Lafayette Commerce Special Projects	#91	#57	Continuing
Stars and Stripes Annual Event	#92	#57	Continuing
Tippecanoe Arts Federation	#93	#57	Continuing
YWCA Women's Shelter	#94	#57	Completed
Tippecanoe Villa Improvements	#95	#57	Completed
111 N. 4th Street office equipment and furniture	#96	#57	Completed
Dues and Subscriptions	#97	#58	Continuing
4-H Fair Premiums	#98	#58	Continuing
Tippecanoe County Historical Association	#99	#58	Continuing
Animal Sheltering	#100	#58	Continuing
YWCA Domestic Violence Program	#101	#58	Continuing
Building/Residential ADA Upgrades	#102	#58	Continuing
Jail Improvements	#103	#58	Completed
MITS Equipment	#104	#58	Completed

Equipment Upgrades	#105	#58	Continuing
Amphitheater Parking Lot	#106	#58	Completed
Vehicle Acquisition	#107	#58	Completed
Fairgrounds Renovation	#108	#59	Continuing
Internal Transfers to Other Funds	#109	#59	Continuing
Legal Fees	#110	#60	Continuing
Courthouse Maintenance, Repair, and Renovation	#111	#60	Continuing
Remodeling of 1950 S. 19th St.	#112	#60	Continuing
GPS Replacement	#113	#60	Completed
Agency Support	#114	#60	Continuing
Election Equipment	#115	#61	Continuing
Firearm Range	#116	#61	Continuing

Duly adopted this 2nd day of March, 2020.

BOARD OF COMMISSIONERS OF
TIPPECANOE COUNTY

_____
Tracy A. Brown

_____
Thomas P. Murtaugh

_____
David S. Byers

ATTEST:

_____
Robert Plantenga, Auditor of Tippecanoe County

TIPPECANOE COUNTY BOARD OF COMMISSIONERS

RESOLUTION NO. 2020-15-CM

RESOLUTION AMENDING THE TIPPECANOE COUNTY CUMULATIVE CAPITAL TAX IMPROVEMENT PLAN

New Projects:
NNN - ***Capital Outlay Expenditures for the Calendar Year 2020***

Additional 2020 Funding for Projects: ***T, JJ, OO,*** **and YY**

WHEREAS, The Board of Commissioners of the County of Tippecanoe has the authority to adopt a Cumulative Capital Improvement Plan for the County of Tippecanoe setting forth the uses of the revenues which Tippecanoe County shall receive from the Cumulative Capital Tax duly adopted in the year 1984, (Resolution 84-03-CM); re-adopted May 6, 1985, (Resolution 85-01-CM); re-adopted April 20, 1987, (Resolution 87-10-CM); re-adopted July 16, 1990, (Resolution 90-10-CM); as amended on May 20, 1991, (Resolution 91-07-CM); and re-adopted July 19, 1993 (Resolution 93-08-CM); and re-adopted November 9, 1994; as amended January 20, 1998 (Resolution 98-09-CM); as amended May 4, 1998 (Resolution 98-21-CM); as amended July 6, 1998 (Resolution 98-29-CM); and amended and re-adopted on March 1, 1999 (Resolution 99-12-CM) and amended and re-adopted on February 22, 2000, (Resolution 2000-11-CM)and re-adopted on April 3, 2000 (Resolution 2000-17-CM; and amended and re-adopted on February 20, 2001 (Resolution 2001-07-CM); and amended and re-adopted on September 5, 2001 (Resolution 2001-38-CM);and amended and re-adopted on November 7, 2001 (Resolution 2001-50-CM);and amended and re-adopted on February 4, 2002 (Resolution 2002-05-CM); and Amended and Re-adopted on February 12, 2002 (Resolution 2002-10-CM);and Amended and Re-adopted on July 1, 2002 (Resolution 2002-22-CM); Amended and Re-adopted on November 12, 2002 (Resolution 2002-34-CM);and Amended and Re-adopted on February 22, 2003 (Resolution 2003-07-CM); and Amended and Re-adopted on May 5, 2003 (Resolution 2003-14-CM); and Amended and Re-adopted on February 18, 2004 (Resolution 2004-06-CM); and Amended and Re-adopted on April 5, 2004 (Resolution 2004-16-CM); and Amended and Re-adopted on July 6, 2004 (Resolution 2004-23-CM); and Amended and Re-adopted on October 4, 2004 (Resolution 2004-34-CM); and Amended and Re-adopted on February 7, 2005 (Resolution 2005-04-CM); and Amended and Re-adopted on March 21, 2005 (Resolution 2005-15-CM); and Amended and Re-adopted on September 19, 2005 (Resolution 2005- 31-CM); and Amended and Re-adopted on January 3, 2006, (Resolution 2006-03-CM); and Amended and Re-adopted on April 17, 2006, Resolution 2006-14-CM; and Amended and Re-adopted on February 20, 2007 pursuant to Resolution 2007-04-CM; and Amended and Re-adopted on March 7, 2008 pursuant to Resolution 2008-17-CM; and Amended and Re-adopted on March 4, 2011 pursuant to Resolution 2011-09-CM; and Amended and Re-adopted on February 14, 2012 pursuant to Resolution 2012-10-CM; and Amended and Re-adopted on May 6, 2013 pursuant to Resolution 2013-15-CM; and Amended and Re-adopted on February 3, 2014 pursuant to Resolution 2014-

06-CM; and Amended and Re-adopted on January 5, 2015, pursuant to Resolution 2015-05-CM; and Amended and Re-adopted on January 4, 2016, pursuant to Resolution 2016-04-CM; and Amended and Re-Adopted on January 17, 2017, pursuant to Resolution 2017-04-CM; and Amended and Re-Adopted on March 5, 2018, pursuant to Resolution 2018-10-CM.; and Amended and Re-Adopted on April 15, 2019, pursuant to Resolution 2019-11-CM.

WHEREAS, the Board of Commissioners desires to amend the Cumulative Capital Tax Improvement Plan to add a new Project NNN to provide funding from the Cumulative Capital Tax for Capital Outlay Expenditures for the Calendar Year 2020; and

WHEREAS, The Board of Commissioners desires to authorize additional funding in 2019 for existing Projects T Capital Outlay - Information Services Computer Hardware & Software*;* JJ - MITS system hardware acquisition, administration, and operation; OO - copier leases; and YY - repairs, maintenance and improvements of County facilities, including Tippecanoe County Office Building, Courthouse, and 629 North Sixth Street.

NOW THEREFORE BE IT RESOLVED, that after due consideration The Board of Commissioners of the County of Tippecanoe hereby amends the Cumulative Capital Improvement Plan to add to the plan a New Project NNN - Capital Outlay Expenditures for the Calendar Year 2020, reading as follows:

PROJECT NNN-CAPITAL OUTLAY EXPENDITURES
FOR THE CALENDAR YEAR 2020

1. Identification and General Description.

The Board of Commissioners of Tippecanoe County and the Tippecanoe County Council have determined that it would be beneficial and cost efficient for the items of capital expenditures for the various departments and offices of Tippecanoe County set forth on Exhibit 1, attached hereto and made a part hereof, totaling $1,743,852;

Only those items listed herein as itemized capital expenditures for the various offices and departments and as adopted in the budget as approved by the Tippecanoe County Council in the State of Indiana will be purchased by the Board of Commissioners of the County of Tippecanoe. No transfer from one account to another account will be made by the Board of Commissioners without the formal approval of the Tippecanoe County Council.

2. Estimated Total Project Cost: The estimated total costs for the project is $1,743,852.

3. Identification of All Sources of Funds for Project.

All funds for the project will be expended from the Tippecanoe County Cumulative Capital Fund or General Fund or a combination of both.

BE IT FURTHER RESOLVED, that after due consideration, the Board of Commissioners hereby confirms its findings that the development and implementation of the following previously established Projects be and the same are hereby approved and that additional funding for each such Project be provided in the year 2020 in the following amounts:

Name	Project Number	Amount
Capital Outlay - Information Services Computer Hardware and Software	T	$25,211
MITS system hardware acquisition, administration, and operation	JJ	$55,000
Copier Leases - annual	OO	$150,000
Annual Building Repair & Maintenance Funds: TCOB, Courthouse & 629 N. 6th Street	YY	$811,310

BE IT FURTHER RESOLVED that the ongoing and completed projects comprising the Cumulative Capital Improvement Plan as so amended be summarized as follows:

SUMMARY

PROJECT A - COUNTY EXTENSION BUILDING

PROJECT B - TIPPECANOE VILLA

PROJECT C - COURT HOUSE RESTORATION

PROJECT D - FAIRGROUND IMPROVEMENTS

PROJECT E - TIPPECANOE COUNTY OFFICE BUILDING RENOVATION

PROJECT F - 629 OFFICE BUILDING

PROJECT G - BUILDING AND MAINTENANCE FUNDS FOR 1998

PROJECT H - CAPITAL OUTLAY EXPENDITURES FOR 1998

PROJECT I - EMERGENCY MANAGEMENT CAPITAL EXPENDITURES

PROJECT J - COMMUNITY CORRECTIONS WORK RELEASE FACILITY

PROJECT K - CAPITAL OUTLAY EXPENDITURES FOR 1999

PROJECT L - TIPPECANOE COUNTY SHERIFF'S DEPARTMENT VEHICLE ACQUISITIONS

PROJECT M - CAPITAL OUTLAY EXPENDITURES FOR 2000

PROJECT N - BUILDING AND MAINTENANCE FUNDS FOR 2000

PROJECT O -CORONER'S MORGUE FACILITIES

PROJECT P -TIPPECANOE SUPERIOR COURT NO. 6

PROJECT Q - JAIL ADDITION FEASIBILITY STUDY

PROJECT R - BUILDING AND MAINTENANCE FUNDS FOR 2001

PROJECT S - CAPITAL OUTLAY EXPENDITURES FOR 2001

PROJECT T - CAPITAL OUTLAY FOR INFORMATION SERVICES COMPUTER AND HARDWARE AND SOFTWARE

PROJECT U - PARKING GARAGE MAINTENANCE FUNDS

PROJECT V - COURTHOUSE SECURITY CAPITAL EXPENDITURES

PROJECT W - VOTING MACHINES

PROJECT X - CAPITAL OUTLAY EXPENDITURES FOR 2002

PROJECT AA - BUILDING AND MAINTENANCE FUNDS FOR 2002

PROJECT BB - NEW FILING SYSTEM FOR SUPERIOR COURT 5

PROJECT CC - REMODELING AND FURNISHING OF OFFICES IN TCOB AND 629 BUILDING

PROJECT DD - 779 CORDALE ROAD SHERIFF'S STORAGE FACILITY

PROJECT EE - REPAIR AND REPLACEMENT OF TCOB AND COURTHOUSE AIR CONDITIONING EQUIPMENT

PROJECT FF - REPAIR AND REPLACEMENT OF TIPPECANOE SUPERIOR COURT IV SOUND RECORDING SYSTEM

PROJECT GG - CAPITAL OUTLAY EXPENDITURES FOR CALENDAR YEAR 2003

PROJECT HH - GRANT CONTINGENCY FUND;

PROJECT II - SPECIAL REPAIR, MAINTENANCE AND CONSTRUCTION OF INTERIOR IMPROVEMENTS IN COUNTY BUILDINGS

PROJECT JJ - MITS SYSTEM HARDWARE ACQUISITION, ADMINISTRATION AND OPERATION.

PROJECT KK - 2003 TCOB, COURTHOUSE AND 629 BUILDING - BUILDING AND MAINTENANCE FUNDS

PROJECT LL - CLERKS MAILROOM EQUIPMENT

PROJECT MM - LEONA BRIER ENVIRONMENTAL EDUCATION CENTER ROOF REPLACEMENT

PROJECT NN - FIRING RANGE

PROJECT OO - COPIER LEASES

PROJECT PP - CAPITAL OUTLAY EXPENDITURES FOR CALENDAR YEAR 2004

PROJECT QQ - CAPITAL OUTLAY EXPENDITURES FOR CALENDAR YEAR 2005

PROJECT RR - ROSS CAMP CLASSROOM ROOF

PROJECT SS - COUNTY WEBSITE PROJECT

PROJECT TT - COMPUTER NETWORK INFRASTRUCTURE WIRING PROJECT

PROJECT UU - TIPPECANOE COUNTY JAIL HVAC REPAIRS

PROJECT VV - ANNUAL MAINTENANCE OF EMERGENCY MANAGEMENT EQUIPMENT

PROJECT WW - CAPITAL OUTLAY EXPENDITURES FOR CALENDAR YEAR 2006

PROJECT XX - CAPITAL OUTLAY EXPENDITURES FOR CALENDAR YEAR 2007

PROJECT YY - ANNUAL TCOB, COURTHOUSE AND 629 BUILDING - BUILDING AND MAINTENANCE FUNDS

PROJECT AAA - CAPITAL OUTLAY EXPENDITURES FOR CALENDAR YEAR 2008

PROJECT BBB - CAPITAL OUTLAY EXPENDITURES FOR CALENDAR YEAR 2009

PROJECT CCC - CAPITAL OUTLAY EXPENDITURES FOR CALENDAR YEAR 2010

PROJECT DDD - CAPITAL OUTLAY EXPENDITURES FOR CALENDAR YEAR 2011

PROJECT EEE - CAPITAL OUTLAY EXPENDITURES FOR CALENDAR YEAR 2012

PROJECT FFF - CAPITAL OUTLAY EXPENDITURES FOR CALENDAR YEAR 2013

PROJECT GGG - CAPITAL OUTLAY EXPENDITURES FOR CALENDAR YEAR 2014

PROJECT HHH - CAPITAL OUTLAY EXPENDITURES FOR CALENDAR YEAR 2015

PROJECT III - REPAIR AND RENOVATION OF 111 N. 4TH STREET

PROJECT JJJ - CAPITAL OUTLAY EXPENDITURES FOR CALENDAR YEAR 2016.

PROJECT KKK - CAPITAL OUTLAY EXPENDITURES FOR CALENDAR YEAR 2017.

PROJECT LLL - CAPITAL OUTLAY EXPENDITURES FOR CALENDAR YEAR 2018.

PROJECT MMM-CAPITAL OUTLAY EXPENDITURES FOR CALENDAR YEAR 2019.

PROJECT NNN-CAPITAL OUTLAY EXPENDITURES FOR CALENDAR YEAR 2020.

Presented to the Board of Commissioners of Tippecanoe County, Indiana, and adopted this _____ day of_____, 2020.

BOARD OF COMMISSIONERS OF
TIPPECANOE COUNTY

_____
Tracy A. Brown

_____
Thomas P. Murtaugh

_____
David S. Byers

ATTEST:

_____
Robert Plantenga, Auditor of
Tippecanoe County

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Capital Outlay Requests
UPDATED September, 2019

CC CIP Category	Department	Source	Acct. No.	Description	Qty	Unit Price	Total
YY	Maintenance	CCD	1138-1110-2140	Tables & Chairs in Courthouse	1	$ 25,000.00	$ 25,000.00
NNN	Sheriff	CCD	1138-1110-2140	Dispatch Chairs	3	$ 1,720.00	$ 5,160.00
			1138-1110-2140 Total	**Minor Equipment**			**$ 30,160.00**
NNN	Sheriff	CCD	1138-1110-2330	Orbital Auto Scrubber	1	$ 6,451.00	$ 6,451.00
			1138-1110-2330 Total	**Cleaning**			**$ 6,451.00**
NNN	Community Corrections	CCD	1138-1110-3190	GPS Electronic Monitoring Services	1	$ 125,000.00	$ 62,500.00
NNN	Coroner	CCD	1138-1110-3190	Bio Hazard Cleaning Services - Autopsy	12	$ 1,000.00	$ 12,000.00
			1138-1110-3190 Total	**Other Professional Services**			**$ 74,500.00**
NNN	Commissioners	CCD	1138-1110-3410	Insurance: Property	1	$ 200,000.00	$ 200,000.00
			1138-1110-3410 Total	**Insurance: Building & Property**			**$ 200,000.00**
NNN	Commissioners	CCD	1138-1110-3420	Insurance: Vehicle	1	$ 90,000.00	$ 90,000.00
			1138-1110-3420 Total	**Insurance: Vehicle & Equipment**			**$ 90,000.00**
NNN	Commissioners	CCD	1138-1110-3430	Insurance: Liability	1	$ 165,000.00	$ 165,000.00
			1138-1110-3430 Total	**Insurance: Liability**			**$ 165,000.00**
NNN	Commissioners	CCD	1138-1110-3620	Mail & Duplicating Equipment:	1	$ 11,200.00	$ 11,200.00
NNN	Commissioners	CCD	1138-1110-3620	Repair & Maintenance: County	1	$ 7,000.00	$ 7,000.00
			1138-1110-3620 Total	**Repair & Maintenance: Buildings &**			**$ 18,200.00**
NNN	Sheriff	CCD	1138-1110-3730	Annual lease for door control system in jail	1	$ 24,000.00	$ 24,000.00
			1138-1110-3730 Total	**Lease Minor Equipment**			**$ 24,000.00**
NNN	Cary Home	CCD	1138-1110-4330	Roof Repair Contingency	1	$ 20,000.00	$ 20,000.00
			1138-1110-4330 Total	**Buildings Housing**			**$ 20,000.00**
NNN	Sheriff	CCD	1138-1110-4410	Re-seal parking lot	1	$ 7,724.00	$ 7,724.00
			1138-1110-4410 Total	**IOTB Parking**			**$ 7,724.00**
NNN	Commissioners	CCD	1138-1110-4510	Digital Smart Boards - Ad Gators Kiosks	1	$ 15,000.00	$ 15,000.00
YY	Maintenance	CCD	1138-1110-4510	Elevators - Modernization (Multiple	1	$ 281,000.00	$ 150,000.00
NNN	Sheriff	CCD	1138-1110-4510	Balance for Jail Camera System/Video	1	$ 759,600.00	$ 364,450.00
NNN	Villa	CCD	1138-1110-4510	Infrastructure Contengency (appliances, etc)	1	$ 10,000.00	$ 5,000.00
NNN	Villa	CCD	1138-1110-4510	Scag Turf-Tiger II - mower	1	$ 13,823.00	$ 13,823.00
			1138-1110-4510 Total	**General Machinery & Equipment**			**$ 548,273.00**
NNN	Community Corrections	CCD	1138-1110-4520	TCCC: Vehicles	2	$ 6,000.00	$ 12,000.00
NNN	Sheriff	CCD	1138-1110-4520	Vehicles	11	$ 31,371.00	$ 345,081.00
NNN	Sheriff	CCD	1138-1110-4520	Emergency lighting for vehicles	11	$ 3,000.00	$ 33,000.00
			1138-1110-4520 Total	**Vehicles**			**$ 390,081.00**
NNN	Sheriff	CCD	1138-1110-4530	Axon year 2 of 5 Lease body cameras	1	$ 137,616.00	$ 137,616.00
NNN	Sheriff	CCD	1138-1110-4530	Axon year 2 of 5 Lease in car cameras	1	$ 67,164.00	$ 67,164.00
NNN	Sheriff	CCD	1138-1110-4530	AED Replacements	7	$ 1,400.00	$ 9,800.00
NNN	Sheriff	CCD	1138-1110-4530	Mobile Portable Radios (800 Mhz)	2	$ 4,800.00	$ 9,600.00

Capital Outlay Requests
UPDATED September, 2019

CC CIP Category	Department	Source	Acct. No.	Description	Qty	Unit Price	Total
NNN	Sheriff	CCD	1138-1110-4530	Portable APX 6000 radios	2	$ 4,700.00	$ 9,400.00
NNN	Sheriff	CCD	1138-1110-4530	Polygraph equipment	1	$ 8,760.00	$ 8,760.00
NNN	Sheriff	CCD	1138-1110-4530	Dry Suits for Dive Team	2	$ 2,500.00	$ 5,000.00
			1138-1110-4530 Total	**Safety**			**$ 247,340.00**
YY	Maintenance	CCD	1138-1130-1150	Overtime	1	$ 10,000.00	$ 10,000.00
			1138-1130-1150 Total	**Overtime**			**$ 10,000.00**

Capital Outlay Requests
UPDATED September, 2019

CC CIP Category	Department	Source	Acct. No.	Description	Qty	Unit Price	Total
YY	Maintenance	CCD	1138-1130-4532	Social Security	1	$ 765.00	$ 765.00
			1138-1110-4532 Total	**Social Security**			**$ 765.00**
YY	Maintenance	CCD	1138-1130-4533	Rertirement / PERF	1	$ 1,120.00	$ 1,120.00
			1138-1110-4533 Total	**Retirement / Perf**			**$ 1,120.00**
YY	Maintenance	CCD	1138-1130-2230	Cleaning	1	$ 60,000.00	$ 60,000.00
			1138-1130-2230 Total	**Maintenance: Cleaning**			**$ 60,000.00**
YY	Maintenance	CCD	1138-1130-2310	Building Materials (All Buildings)	1	$ 40,000.00	$ 40,000.00
			1138-1130-2310 Total	**Maintenance: Building Materials**			**$ 40,000.00**
YY	Maintenance	CCD	1138-1130-2330	Small Tools	1	$ 10,000.00	$ 10,000.00
			1138-1130-2330 Total	**Maintenance: Small Tools**			**$ 10,000.00**
YY	Maintenance	CCD	1138-1130-3610	Maintenance - General Maintenance (All	1	$ 280,000.00	$ 230,000.00
YY	Maintenance	CCD	1138-1130-3610	Maintenance - Carpet (All Buildings)	1	$ 60,000.00	$ 60,000.00
YY	Maintenance	CCD	1138-1130-3610	Maintenance - TCCH: Door	1	$ 10,000.00	$ 10,000.00
			1138-1130-3610 Total	**Maintenance: Repair & Maintenance:**			**$ 300,000.00**
YY	Maintenance	CCD	1138-1130-4310	Maintenance - Roof Repairs Contingency (All	1	$ 5,000.00	$ 5,000.00
			1138-1130-4310 Total	**Maintenance: Roof Repairs (All Buildings)**			**$ 5,000.00**
YY	Maintenance	CCD	1138-1130-4510	Maintenance ATV - John Deere XUV 835	1	$ 28,425.00	$ 28,425.00
			1138-1130-4510 Total	**Maintenance: General Machinery &**			**$ 28,425.00**
NNN	DoIT	CCD	1138-1410-1110	Full Time Employee	1	$ 199,341.00	$ 199,341.00
			1138-1410-1110 Total				**$ 199,341.00**
NNN	DoIT	CCD	1138-1410-1210	Social Security	1	$ 20,983.00	$ 15,250.00
			1138-1410-1210 Total				**$ 15,250.00**
NNN	DoIT	CCD	1138-1410-1220	Rertirement / PERF	1	$ 30,720.00	$ 22,327.00
			1138-1410-1220 Total				**$ 22,327.00**
T	DoIT	CCD	1138-1410-3240	Software	1	$ 1,000.00	$ 1,000.00
			1138-1410-3240 Total				**$ 1,000.00**
T	DoIT	CCD	1138-1410-3510	Utilities (Internet Access)	1	$ 24,211.00	$ 24,211.00
			1138-1410-3510 Total				**$ 24,211.00**
JJ	DoIT	CCD	1138-1410-3620	Vehicle & Equipment: Hardware	1	$ 55,000.00	$ 55,000.00
			1138-1410-3620 Total				**$ 55,000.00**
OO	DoIT	CCD	1138-1410-3730	Copier Lease	1	$ 150,000.00	$ 150,000.00
			1138-1410-3730 Total				**$ 150,000.00**
NNN	DoIT	CCD	1138-9410-1230	Health Insurance	1	$ 50,000.00	$ 50,000.00
			1138-9410-1230 Total				**$ 50,000.00**
NNN	DoIT	CCD	1138-9410-1231	Long Term Disability	1	$ 755.00	$ 755.00
			1138-9410-1231 Total				**$ 755.00**
NNN	DoIT	CCD	1138-9410-1232	Life Insurance	1	$ 450.00	$ 450.00
			1138-9410-1232 Total				**$ 450.00**

Capital Outlay Requests
UPDATED September, 2019

CC CIP Category	Department	Source	Acct. No.	Description	Qty	Unit Price	Total
						Total	**$ 2,785,373.00**
						Project T	$ 25,211.00
						Project JJ	$ 55,000.00
						Project OO	$ 150,000.00
						Project YY	$ 811,310.00
						Project NNN	$ 1,743,852.00

TIPPECANOE COUNTY

CARROLL COUNTY TRAFFIC COUNT AGREEMENT

THIS AGREEMENT, effective as of the 6th day of April 2020, is entered into by and between the **County of Tippecanoe, State of Indiana** (hereinafter referred to as the "County"), by and through its Board of Commissioners and **Brian J. Fahey**, (hereinafter referred to as the "Contractor");

WHEREAS, Area Plan Commission of Tippecanoe County (APCTC) has entered into a Contract with the Indiana Department of Transportation (INDOT) whereby APCTC will provide certain traffic counting activities in connection with the provision of planning assistance for small urban and rural areas in the State of Indiana, including Carroll County, Indiana (the INDOT Contract); and

WHEREAS, pursuant to the INDOT Contract APCTC is undertaking certain traffic counting activities, as more fully described in the INDOT Contract, and in the APCTC Small Urban and Rural Transportation Planning Assistance Program FY 2020 for Traffic Counting and Planning Support for Carroll County, copies of which are attached hereto and made a part hereof as Exhibit A, including without limitation the provision of up to 65 traffic counts on non-state jurisdictional roads including at-grade railroad crossings in Carroll County, Indiana (the Project); and

WHEREAS, the County desires to engage the Contractor to give certain assistance in connection with such undertakings;

NOW, THEREFORE, the County and the Contractor do mutually agree as follows:

1. DEFINITIONS: As used in this Agreement:

   A. "Contractor" means the entity which has the responsibility for providing all traffic counting activities described in the INDOT Contract.

   B. "Sub-Contractor" means an entity other than the Contractor that furnishes to the County and Contractor services or supplies (other than standard commercial supplies, office space or printing services).

2. SCOPE OF SERVICES: The Contractor shall perform all traffic counting services, activities and related administrative services required by the "INDOT Contract". The Contractor will also be responsible for training a new Contractor who will work under a separate contract for training. Under the same separate contract the new Contractor may also perform traffic counting services should the need arise by mutual agreement of APCTC and the two Contractors. All traffic counting equipment and required vehicle safety and personal safety equipment will be provided by APCTC and remains the property of APCTC. The Contractor shall take all reasonable care to keep the equipment in proper working order.

Should an Executive Order by the Governor of the State of Indiana or a Tippecanoe County or Carroll County emergency resolution impede or interrupt the ability to perform all sixty-five (65) counts by June 30, 2020, counts may be performed under a new contract executed for FY2021.

3. TERM OF AGREEMENT: **This Agreement shall commence as of the 6th day of April 2020, and end on the 30th day of June 2020.** The term of this Agreement may be extended by mutual consent of the County and Contractor, subject to termination provisions set forth herein and the expiration date of the INDOT Contract.

4. AMENDMENTS: Any revision to this Agreement, including Appendices, shall only be made by written amendment to this Agreement.

5. COMPLIANCE WITH INDOT CONTRACT: All activities authorized by this Agreement shall be performed in accordance with the terms and conditions of the INDOT Contract.

6. SUBCONTRACTING: The performance covered by this Contract shall not be subcontracted, assigned or delegated without the prior written consent of the County.

7. COMPENSATION: Contractor shall be compensated for full and complete satisfactory performance of this Agreement in the amount of **$100.00 for all delivered, usable traffic counts taken for the purposes of training a new Contractor** and in the amount of **$155.00 per delivered, usable traffic counts** as determined by the Carroll County Highway Engineer up to the total sum of **Nine Thousand Fifteen and No/100 Dollars ($9,015) for 12 training and up to 53 regular traffic counts.**

   The Carroll County Highway Engineer shall determine which delivered counts are usable and which counts need to be re-set. APCTC shall perform and maintain the accounting for payment for each traffic count location and submit the appropriate claim form for compensation earned under this Agreement. Contractor shall not be required to submit a monthly invoice, but will be required to sign the accounting document prior to APCTC's submittal of a claim form for payment.

8. FISCAL AND ADMINISTRATIVE RESPONSIBILITIES: The Contractor agrees to comply with the following requirements and standards:

   A. Allowable and Allocable Costs. Costs must be necessary, reasonable and directly related to the scope of services of this Contract. In addition, costs must be legal and proper. The budget included in the INDOT Contract shall control amounts of allowable expenditures within budget categories.

   B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

C. Restrictions on Disbursements. No money under this Agreement shall be disbursed by the Contractor to any Sub-Contractor except pursuant to a written contract which incorporates the applicable requirements of this Contract and INDOT's regulations and unless the Sub-Contractor is in compliance with INDOT's requirements for applicable accounting and fiscal matters.

D. Records and Reports.

(1) Establishment and Maintenance of Records:

Records shall be maintained in accordance with requirements prescribed by INDOT or the County with respect to all matters covered by this Agreement. Except as otherwise authorized by INDOT, such records shall be maintained for a period of three (3) years after final close-out of the INDOT Contract.

(2) Reports:

At such times and in such forms as INDOT or the County may require, there shall be furnished to INDOT or the County such statements, records, data and information as INDOT or the County may request pertaining to matters covered by this Agreement.

9. ACCESS TO RECORDS: At any time during normal business hours and as often as the County may deem necessary, Contractor shall make available to the County for examination, all of its records with respect to all matters covered by this Agreement. Further, the Contractor shall permit the County, to audit, examine and make excerpts of transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

10. TERMINATION OF AGREEMENT:

A. By giving thirty (30) days written notice specifying the effective date, the County may terminate this Agreement in whole or in part for cause, which shall include:

(1) Failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this Agreement.

(2) Submission by the Contractor to the County of reports that are incorrect or incomplete, in any material respect;

(3) Ineffective or improper use of funds provided under this Agreement;

(4) Suspension or termination of the INDOT Contract with the County under which this Agreement is made, or the portion of it delegated by this Agreement; provided, however, that if the INDOT Contract is merely

reduced, the Contractor may adjust its budget and recommend Agreement amendments to the County.

B. By giving thirty (30) days written notice specifying the effective date and the cause, the Contractor may terminate this Agreement in whole or in part for cause.

C. This Agreement may also be terminated by either the County or the Contractor in whole or in part, by mutual agreement setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the County determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the County may terminate the award in its entirety.

11. CLAIMS AGAINST THE COUNTY: The Contractor agrees to defend, indemnify and save harmless the County from any and all claims of any nature whatsoever which may arise from the Contractor's performance of this Agreement; provided, however, that nothing contained in this Agreement shall be construed as rendering the Contractor liable for acts of the County, its officers, agents or employees. The Contractor further agrees to include the County as co-insured parties under all policies of liability insurance maintained by the Contractor respective to the subject Grant-funded Project.

12. GENERAL PROVISIONS

12.01 Independent Contractor. The parties agree that Contractor is an independent Contractor as that term is commonly used and is not an employee of Tippecanoe County. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by the County for any loss of any kind whatsoever. The Contractor has no authority, express or implied, to bind or obligate the County in any way.

12.02 Insurance Contractor shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and County from the claims set forth below which may arise out of or result from Contractor's operations under this Agreement, whether such operations be by Contractor or by its subcontractors, if any, or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

1) Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work (unless Contractor has no employees or provides County with Certificate of Exemption under IC 22-3-2-14.5 and/or IC 22-3-7-34.5);

2) Claims for damages because of bodily injury and personal injury, including death, and;

3) Claims for damages to property.

Contractor's insurance (unless Contractor has provided shall be not less than the amounts shown below:

A. If Contractor has any employees (unless Contractor has provided County with Certificate of Exemption under IC 22-3-2-14.5 and/or IC 22-3-7-34.5)

1. Worker's Compensation & Disability: Statutory

2. Employer's Liability:
Bodily Injury Accident $100,000 each accident
Bodily Injury by Disease $ 500,000 policy limit
Bodily Injury by Disease $100,000 each employee

B. Comprehensive automobile liability insurance with $500,000 Combined Single Limit

C. Comprehensive General Liability $500,000 each occurrence and aggregate

With the prior approval of County, Contractor may substitute different types of coverage for those specified. Contractor shall be responsible for all deductibles.

Notwithstanding any other provision of this Agreement, Contractor shall provide all insurance coverage required the documents provided by County.

13. 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.

14 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.

IN WITNESS WHEREOF, the County and the Contractor have executed this Agreement as of the date first above written.

CONTRACTOR

Signature:_____
Brian J. Fahey

COUNTY OF TIPPECANOE
STATE OF INDIANA

BY: _____ Date: _____
Tracy A. Brown, President
Board of Commissioners

Attest:

_____ Date: _____
Robert A. Plantenga, Auditor

Exhibit A

1. Grant Agreement Concerning Federal Highway Funds for Metropolitan Planning between the Indiana Department of Transportation and the Area Plan Commission of Tippecanoe County (APCTC)

2. Small Urban and Rural Transportation Planning Assistance Program Proposal FY 2020 for Traffic Counting and Planning Support for Carroll County

Exhibit B

Summary of Deliverables

1. Up to sixty-five (65) usable traffic counts obtained from the locations approved by the Carroll County Highway Engineer and provided by APCTC. Twelve (12) locations selected by Contractor Brian J. Fahey will be counted as part of the training of new Contractor Robert Dunlap. The remaining Fifty-three (53) locations will be counted as part of the regular traffic counting program. Traffic count data shall be classified counts based on the thirteen (13) vehicle types as defined within the Federal Highway Administration's "Traffic Counting Guide". The counts shall be hourly, per lane, by direction, for a minimum of forty-eight (48) hours. Traffic count procedures shall conform to the "INDOT Traffic Counting Standards" for Small and Rural Planning Traffic Counting.

2. Contractor will download files from the traffic counters and provide the files to APCTC on a USB drive or the Contractor may bring the counters to the offices of APCTC where the files will be downloaded and submitted to the Carroll County Highway Engineer for approval.

3. Attend relevant meetings, site visits and conference calls as necessary.

4. Should an Executive Order by the Governor of the State of Indiana or a Tippecanoe County or Carroll County emergency resolution impede or interrupt the ability to perform all sixty-five (65) counts by June 30, 2020, counts may be performed under a new contract executed for FY2021.

TIPPECANOE COUNTY

CARROLL COUNTY TRAFFIC COUNT AGREEMENT

THIS AGREEMENT, effective as of the 10th day of April 6, 2020, is entered into by and between the **County of Tippecanoe, State of Indiana** (hereinafter referred to as the "County"), by and through its Board of Commissioners and **Robert Dunlap**, (hereinafter referred to as the "Contractor");

WHEREAS, Area Plan Commission of Tippecanoe County (APCTC) has entered into a Contract with the Indiana Department of Transportation (INDOT) whereby APCTC will provide certain traffic counting activities in connection with the provision of planning assistance for small urban and rural areas in the State of Indiana, including Carroll County, Indiana (the INDOT Contract); and

WHEREAS, pursuant to the INDOT Contract APCTC is undertaking certain traffic counting activities, as more fully described in the INDOT Contract, and in the APCTC Small Urban and Rural Transportation Planning Assistance Program FY 2020 for Traffic Counting and Planning Support for Carroll County, copies of which are attached hereto and made a part hereof as Exhibit A, including without limitation the provision of up to 65 traffic counts on non-state jurisdictional roads including at-grade railroad crossings in Carroll County, Indiana (the Project); and

WHEREAS, the County desires to engage the Contractor to give certain assistance in connection with such undertakings;

NOW, THEREFORE, the County and the Contractor do mutually agree as follows:

1. DEFINITIONS: As used in this Agreement:

   A. "Contractor" means the entity which has the responsibility for providing all traffic counting activities described in the INDOT Contract.

   B. "Sub-Contractor" means an entity other than the Contractor that furnishes to the County and Contractor services or supplies (other than standard commercial supplies, office space or printing services).

2. SCOPE OF SERVICES: Subject to completion of training and mutually agreed to need, the Contractor may be authorized to perform traffic counting services, activities and related administrative services required by the "INDOT Contract". The Contractor will be trained by Contractor Brian J. Fahey who is working under a separate contract. The Contractor may also perform traffic counting services should the need arise by mutual agreement of APCTC and the two Contractors. All traffic counting equipment and required vehicle safety and personal safety equipment will be provided by APCTC and remains the property of APCTC. The Contractor shall take all reasonable care to keep the equipment in proper working order.

Should an Executive Order by the Governor of the State of Indiana or a Tippecanoe County or Carroll County emergency resolution impede or interrupt the ability to perform all sixty-five (65) counts by June 30, 2020, counts may be performed under a new contract executed for FY2021.

3. TERM OF AGREEMENT: **This Agreement shall commence as of the 6th day of April 2020, and end on the 30th day of June 2020.** The term of this Agreement may be extended by mutual consent of the County and Contractor, subject to termination provisions set forth herein and the expiration date of the INDOT Contract.

4. AMENDMENTS: Any revision to this Agreement, including Appendices, shall only be made by written amendment to this Agreement.

5. COMPLIANCE WITH INDOT CONTRACT: All activities authorized by this Agreement shall be performed in accordance with the terms and conditions of the INDOT Contract.

6. SUBCONTRACTING: The performance covered by this Contract shall not be subcontracted, assigned or delegated without the prior written consent of the County.

7. COMPENSATION: Contractor shall be compensated for full and complete satisfactory performance of this Agreement in the amount of **$55.00 for all delivered, usable traffic counts taken for the purposes of training** and in the amount of **$155.00 per delivered, usable traffic counts** as determined by the Carroll County Highway Engineer up to the total sum of **Eight Thousand Eight Hundred and Seventy-five and No/100 Dollars ($8,875) for 12 training and up to 53 regular traffic counts.**

   The Carroll County Highway Engineer shall determine which delivered counts are usable and which counts need to be re-set. APCTC shall perform and maintain the accounting for payment for each traffic count location and submit the appropriate claim form for compensation earned under this Agreement. Contractor shall not be required to submit a monthly invoice, but will be required to sign the accounting document prior to APCTC's submittal of a claim form for payment.

8. FISCAL AND ADMINISTRATIVE RESPONSIBILITIES: The Contractor agrees to comply with the following requirements and standards:

   A. Allowable and Allocable Costs. Costs must be necessary, reasonable and directly related to the scope of services of this Contract. In addition, costs must be legal and proper. The budget included in the INDOT Contract shall control amounts of allowable expenditures within budget categories.

   B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

C. Restrictions on Disbursements. No money under this Agreement shall be disbursed by the Contractor to any Sub-Contractor except pursuant to a written contract which incorporates the applicable requirements of this Contract and INDOT's regulations and unless the Sub-Contractor is in compliance with INDOT's requirements for applicable accounting and fiscal matters.

D. Records and Reports.

(1) Establishment and Maintenance of Records:

Records shall be maintained in accordance with requirements prescribed by INDOT or the County with respect to all matters covered by this Agreement. Except as otherwise authorized by INDOT, such records shall be maintained for a period of three (3) years after final close-out of the INDOT Contract.

(2) Reports:

At such times and in such forms as INDOT or the County may require, there shall be furnished to INDOT or the County such statements, records, data and information as INDOT or the County may request pertaining to matters covered by this Agreement.

9. ACCESS TO RECORDS: At any time during normal business hours and as often as the County may deem necessary, Contractor shall make available to the County for examination, all of its records with respect to all matters covered by this Agreement. Further, the Contractor shall permit the County, to audit, examine and make excerpts of transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

10. TERMINATION OF AGREEMENT:

A. By giving thirty (30) days written notice specifying the effective date, the County may terminate this Agreement in whole or in part for cause, which shall include:

(1) Failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this Agreement.

(2) Submission by the Contractor to the County of reports that are incorrect or incomplete, in any material respect;

(3) Ineffective or improper use of funds provided under this Agreement;

(4) Suspension or termination of the INDOT Contract with the County under which this Agreement is made, or the portion of it delegated by this Agreement; provided, however, that if the INDOT Contract is merely

reduced, the Contractor may adjust its budget and recommend Agreement amendments to the County.

B. By giving thirty (30) days written notice specifying the effective date and the cause, the Contractor may terminate this Agreement in whole or in part for cause.

C. This Agreement may also be terminated by either the County or the Contractor in whole or in part, by mutual agreement setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the County determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the County may terminate the award in its entirety.

11. CLAIMS AGAINST THE COUNTY: The Contractor agrees to defend, indemnify and save harmless the County from any and all claims of any nature whatsoever which may arise from the Contractor's performance of this Agreement; provided, however, that nothing contained in this Agreement shall be construed as rendering the Contractor liable for acts of the County, its officers, agents or employees. The Contractor further agrees to include the County as co-insured parties under all policies of liability insurance maintained by the Contractor respective to the subject Grant-funded Project.

12. GENERAL PROVISIONS

12.01 Independent Contractor. The parties agree that Contractor is an independent Contractor as that term is commonly used and is not an employee of Tippecanoe County. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by the County for any loss of any kind whatsoever. The Contractor has no authority, express or implied, to bind or obligate the County in any way.

12.02 Insurance Contractor shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and County from the claims set forth below which may arise out of or result from Contractor's operations under this Agreement, whether such operations be by Contractor or by its subcontractors, if any, or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

1) Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work (unless Contractor has no employees or provides County with Certificate of Exemption under IC 22-3-2-14.5 and/or IC 22-3-7-34.5);

2) Claims for damages because of bodily injury and personal injury, including death, and;

3) Claims for damages to property.

Contractor's insurance (unless Contractor has provided shall be not less than the amounts shown below:

A. <u>If Contractor has any employees</u> (unless Contractor has provided County with Certificate of Exemption under IC 22-3-2-14.5 and/or IC 22-3-7-34.5)

1. Worker's Compensation & Disability: Statutory

2. Employer's Liability:
   Bodily Injury Accident $100,000 each accident
   Bodily Injury by Disease $ 500,000 policy limit
   Bodily Injury by Disease $100,000 each employee

B. Comprehensive automobile liability insurance with $500,000 Combined Single Limit

C. Comprehensive General Liability $500,000 each occurrence and aggregate

With the prior approval of County, Contractor may substitute different types of coverage for those specified. Contractor shall be responsible for all deductibles.

Notwithstanding any other provision of this Agreement, Contractor shall provide all insurance coverage required the documents provided by County.

13. <u>NON-DISCRIMINATION</u>: 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.

14 <u>VERIFY EMPLOYMENT ELIGIBILITY VERIFICATION</u>: 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.

IN WITNESS WHEREOF, the County and the Contractor have executed this Agreement as of the date first above written.

CONTRACTOR

Signature:_____
Brian J. Fahey

COUNTY OF TIPPECANOE
STATE OF INDIANA

BY: _____ Date: _____
Tracy A. Brown, President
Board of Commissioners

Attest:

_____ Date: _____
Robert A. Plantenga, Auditor

Exhibit A

1. Grant Agreement Concerning Federal Highway Funds for Metropolitan Planning between the Indiana Department of Transportation and the Area Plan Commission of Tippecanoe County (APCTC)

2. Small Urban and Rural Transportation Planning Assistance Program Proposal FY 2020 for Traffic Counting and Planning Support for Carroll County

Exhibit B

Summary of Deliverables

1. Up to sixty-five (65) usable traffic counts obtained from the locations approved by the Carroll County Highway Engineer and provided by APCTC. Twelve (12) locations selected by Contractor Brian J. Fahey will be counted as part of the training of new Contractor Robert Dunlap. The remaining Fifty-three (53) locations will be counted as part of the regular traffic counting program. Traffic count data shall be classified counts based on the thirteen (13) vehicle types as defined within the Federal Highway Administration's "Traffic Counting Guide". The counts shall be hourly, per lane, by direction, for a minimum of forty-eight (48) hours. Traffic count procedures shall conform to the "INDOT Traffic Counting Standards" for Small and Rural Planning Traffic Counting.

2. Contractor will download files from the traffic counters and provide the files to APCTC on a USB drive or the Contractor may bring the counters to the offices of APCTC where the files will be downloaded and submitted to the Carroll County Highway Engineer for approval.

3. Attend relevant meetings, site visits and conference calls as necessary.

4. Should an Executive Order by the Governor of the State of Indiana or a Tippecanoe County or Carroll County emergency resolution impede or interrupt the ability to perform all sixty-five (65) counts by June 30, 2020, counts may be performed under a new contract executed for FY2021.

Small Urban and Rural Transportation Planning Program Proposal
FY 2020

Traffic Counting and Planning Support for:

Carroll County
Delphi
Camden
Flora
and
INDOT

Submitted by:

The Area Plan Commission
of Tippecanoe County

20 N. 3rd Street
Lafayette, IN
47901

March 1, 2019

Objectives

The Area Plan Commission of Tippecanoe County (APCTC), in its capacity as MPO and RTPO to Carroll County, proposes to continue the partnership with INDOT that began in FY 2007 through two components of the Small Urban and Rural Transportation Planning Assistance Program.

As part of the **Core Planning Activities** the MPO will provide the following.

- Traffic counts in support of the **Rural Traffic Count Program** for Carroll County and the towns of Delphi, Camden and Flora (collectively called Carroll County in this document).

- Traffic counter replacement program to purchase new traffic counters that are in the third year of the scheduled replacement cycle, and replenish counting supplies as needed to sustain the count program. The ongoing counter purchase schedule will replace counters originally purchased in 2013.

- LOS Analysis calculated for each road segment counted in FY 2020.

- Assistance to Carroll County as part of the **Planning Support to Local Governments**. This will include, but not be limited to, truck freight routing analysis, crash analysis and summary, mid-to-long range planning, project development, Red Flag Analysis, Title VI and ADA consultation and assistance, quarterly project tracking and support to its Technical and Administrative Committees. This will be the ninth year assisting Carroll County with transportation planning activities.

As part of the **Planning Support to INDOT** the MPO will provide the following support to Central Office.

- GIS information for traffic count locations and road segments.

- Crash data review, locational accuracy and quality control.

Core Planning Activities

511C.1 Rural Traffic Count Program

Justification and Scope

In cooperation with INDOT and Carroll County, the APCTC will continue to implement the Comprehensive Traffic Count Plan. It is anticipated that 65 locations will be counted in FY 2019. Sixty counts originated from the established three-year count cycle and five additional were requested by Carroll County for special studies in FY 2018. Those additional counts for special studies will continue in FY 2020. All traffic counts will follow the *Indiana Department of Transportation Traffic Counting Standards* and the *Activity Guide for Rural Transportation Planning Program*. Counts will be completed before the end of FY 2019 and uploaded to MS2 using INDOT procedures.

This year begins the first year of a three-year recount cycle. All previous count locations and road segments have been georeferenced. Administrative time will be required to coordinate with INDOT District and Traffic Count Coordinator, Carroll County engineer and sheriff, and the Town of Delphi, download counts, process and check quality of the data, update data tables, create maps, and distribute the information to INDOT and Carroll County.

The MPO is in the third year of a three-year traffic counter replacement cycle needed to sustain the count program. Four (4) counters will be purchased this year as partial replacement for the 12 originally purchased in 2013. Traffic counting supplies (tubes, nails, spikes, plugs, splicers and grips) will also be purchased to sustain the count program.

Maximum Allowable Costs

Collecting traffic count information outside the APCTC's home county is reimbursed by INDOT at $155 per traffic count. The cost to conduct the traffic counting activity and administrative processing costs at an estimated 60 Full Time Equivalent (FTE) hours is shown below.

Total Counts	65			
Rate	$155/count (80%)	Total	INDOT	Local
		$10,075.00	$8,060.00	$2,015.00
Admin. Processing (60 FTE hours, 80%)		Total	INDOT	Local
		$3,328.14	$2,662.51	$665.63

The purchase of traffic counting equipment is eligible for reimbursement under INDOT's Rural Planning Program. The estimated cost of the equipment and administration is shown below.

	Total	INDOT	Local
Four traffic counters purchase & repair	$5,600.00	$4,480.00	$1,120.00
Supplies	$600.00	$480.00	$120.00
Total	**$6,200.00**	**$4,960.00**	**$1,240.00**
Admin. Processing (8 FTE hours, 80%)	Total	INDOT	Local
	$527.55	$422.04	$105.51
Total for Rural Count Program	**$20,130.69**	**$16,104.55**	**$4,026.14**

511C.2 LOS Analysis

Justification and Scope

The APCTC will perform a planning Level of Service (LOS) for each road segment being counted in FY 2018. Staff will determine LOS by applying Florida DOT's 2012 Generalized Level of Service Volume Tables. Specifically: "Table 3. Rural Undeveloped Areas" and "Developed Areas Less than 5,000 Population." The resulting data and its underlying assumptions will be documented, added to the geodatabase and provided to INDOT as required.

Maximum Allowable Costs

Staff time will be required to inventory the road data including: cross sections (number of lanes, any exclusive turn lanes, one-way roads, roadway medians, or passing lanes) presence of traffic signals, vehicle mix, driver behavior, and land use.

	Total	INDOT	Local
LOS Determinations (9 FTE hours, 80%)	$481.09	$384.87	$96.22

511C.3 Planning Support to Local Governments

Justification and Scope

The APCTC will continue to provide transportation planning assistance to all participating jurisdictions within Carroll County. The formal Technical and Administrative Committee structures, established in FY 2011, will continue to ensure local technical and elected official input into the planning effort. The emphasis will be on coordinating projects and providing information and analysis that support data driven safety and transportation decision making as follows.

- Truck Freight Routing Analysis
- Crash Analysis, when requested by the County (full report is done every three years)
- Assist LPAs with Title VI and ADA compliance issues.
- Revise the Comprehensive Traffic Count Plan as needed to reflect changed, emerging, and new conditions and needs.
- A comprehensive mid-to-long-range plan of needed transportation improvements.
- Assist the LPAs with project development, including Community Crossings grants and Asset Mgmt. Plans
- Red Flag Analysis on potential LPA projects.
- Create agendas, prepare presentations, attend meetings, prepare minutes and support the Technical and Administrative Committees.

At the end of the program year, a report of activities performed, copies of data collected, and any products will be submitted to INDOT.

Maximum Allowable Costs

Staff time will be required to support the committees' activity, prepare documents for and keep records of committee work, and provide assistance when needed.

	Total	INDOT	Local
Planning Support (245 FTE hours, 80%)	$14,278.44	$11,422.75	$2,855.69

Planning Support to INDOT

511C.4 Planning Support to INDOT Central Office for Carroll County

APCTC proposes to assist INDOT Central Office with GIS information and provide a map of count stations as part of the Rural Traffic Count Program. The MPO anticipates that for the Carroll County count program, up to 25% of the count locations may need to be updated or modified slightly based on prior years counts. The MPO will georeference the new count locations and provide that data to INDOT Central Office. Reimbursed at 100% for this activity is 100%.

	Total	INDOT/Fed	INDOT/SPR
GIS - Carroll Co. (10 hours, 100%)	$448.22	$358.58	$89.64

APCTC proposes to assist INDOT Central Office with the review of ARIES crash data. The MPO has a long history of checking and improving the accuracy of and analyzing crashes. We will download the data, make any necessary corrections to each crash location and update our inventory and analysis of crash information. At the end of the program year, a report of activities performed, copies of data collected, and any products will be submitted to INDOT.

	Total	INDOT/Fed	Local
Crash Data Review and Analysis (15 FTE hours, 80%)	$785.20	$628.16	$157.04

	Total	**INDOT/Fed**	**Local**	**INDOT/SPR**
Total Support to INDOT Central Office	**$1,233.42**	**$986.73**	**$157.04**	**$89.64**

511C.5 Planning Support to INDOT District Office

When Carroll County or it's jurisdictions have projects that are part of the LPA process, APCTC assists the INDOT District by helping support the LPA's quarterly project tracking. This 8 FTE hours of work is reimbursable at 80%.

	Total	**INDOT/Fed**	**Local**	**INDOT/SPR**
Support to INDOT District Office	**$395.66**	**$316.53**	**$79.13**	**$0**

Conformance to Program Requirements

- The APCTC's Cost Allocation Plan (CAP) is in the FY 2018-2019 Unified Planning Work Program.
- The APCTC has an existing Memorandum of Understanding with the appropriate jurisdictions to conduct the transportation planning program.
- Quarterly progress reports and billings will be submitted to INDOT as part of the MPO's UPWP periodic PL billing. All data generated by these activities will be shared with INDOT and the respective jurisdictions.

Financial Summary

			Total	INDOT/Fed	Local	INDOT/SPR
Core Planning Activities						
511C.1	Rural Traffic Count Program:					
	Counts		$10,075.00	$8,060.00	$2,015.00	
	Administrative Processing		3,328.14	2,662.51	$665.63	
	Purchase Counters		$6,200.00	$4,960.00	$1,240.00	
	Administrative Processing		$527.55	$422.04	$105.51	
		Subtotal	**$20,130.69**	**$16,104.55**	**$4,026.14**	
511C.2	Level of Service		$481.09	$384.87	$96.22	
511C.3	Planning Support to Local Government		$14,278.44	$11,422.75	$2,855.69	
		Core Subtotal	**$34,890.22**	**$27,912.17**	**$6,978.05**	
Planning Support to INDOT						
511C.4	Plng Support to INDOT CO- Carroll Co.:					
	GIS Processing		$448.22	$358.58		$89.64
	Crash Data Review and Analysis		$785.20	$628.16	$157.04	
		Subtotal	**$1,233.42**	**$986.74**	**$157.04**	**$89.64**
511C.5	Planning Support to INDOT District Office					
	Quarterly Project Tracking		395.66	$316.53	$79.13	$0.00
		INDOT Support Subtotal	**$1,629.08**	**$1,303.27**	**$236.17**	**$89.64**
		Contract Total	**$36,519.30**	**$29,215.44**	**$7,214.22**	**$89.64**

SCM # 36138

Supplement #1 to

GRANT AGREEMENT

Concerning

FISCAL YEAR 2020 FEDERAL HIGHWAY FUNDS FOR METROPOLITAN PLANNING

Between

THE INDIANA DEPARTMENT OF TRANSPORTATION

And

THE AREA PLAN COMMISSION OF TIPPECANOE COUNTY (TCAPC)

EDS # A249-19-G180346

SPMS Des# 1801323

This Supplement Agreement ("Agreement or Contract") is written to add second year Fiscal Year (FY) 2020 Federal Highway Planning (PL) Funds to the grantee for the two year (FY 2019-2020) Unified Planning Work Program ("UPWP") or Statement of Work ("SOW"), and is entered into by and between the State of Indiana, acting on behalf of the Federal Highway Administration through the Indiana Department of Transportation, hereinafter referred to as "INDOT", and the grantee, AREA PLAN COMMISSION OF TIPPECANOE COUNTY (TCAPC), hereinafter referred to as the "PLANNING AGENCY".

In consideration of the mutual undertakings and covenants hereafter set forth, the parties agree as follows:

Section 1.5 is amended to read as follows:

[Remainder of Page Intentionally Left Blank]

1.5. Budget and Budget Modification. The approved FY 2020 PL Budget is set forth as **Exhibit B** and is subject to the following conditions and requirements.

A. Planning (PL)

1. PL Funds are hereby made available for use in funding an approved FY 2020 UPWP/SOW to include the following:

   (a.) 2020 Fiscal Year PL distribution: Two Hundred, Seventy-Six Thousand, One Hundred and Ninety-Five Dollars; **$276,195**

   (b.) 2020 Fiscal Year Transit planning (5303) distribution: Seventy Thousand, Six Hundred and Sixty-Eight Dollars; **$71,103**

   TOTAL PL Funding available for programming for State Fiscal Year 2020 is Three Hundred and Twenty-Nine Thousand, Two Hundred and Thirty-Seven Dollars; **$347,298**

   In consideration of the provisions of this Section, it is agreed that the PLANNING AGENCY is authorized to proceed with their State Fiscal year 2020 work program with a PL Funding level of Three Hundred and Twenty-Nine Thousand, Two Hundred and Thirty-Seven Dollars; **$347,298**

2. The PLANNING AGENCY shall match the PL Funds with local funds according to the following ratio: 20% local funds – 80% federal funds.

B. Other Planning Funds

1. Other Available Funding Totals (See Exhibit B funds in additional to PL).
   (i.) Total **CMAQ** Funds available for funding and programming pursuant to an approved Fiscal Year 2020 program is equal to: Zero Dollars; **$0.**
   (ii.) Total **STBG** Funds available for funding and programming pursuant to an approved Fiscal Year 2020 program is equal to: Zero Dollars; **$0.**
   (iii.) Total **HSIP** Funds available for funding and programming pursuant to an approved Fiscal Year 2020 program is equal to: Zero Dollars; **$0**
   (iv.) Total **SPR** Funds available for funding and programming pursuant to an approved Fiscal Year 2020 program is equal to: Twenty-Nine Thousand, Three Hundred Five Dollars and Eight Cents; **(Federal = $29,215.44; State=$89.64)**
   (v.) The PLANNING AGENCY shall match the PL Funds with local funds according to the following ratio: 20% local funds – 80% federal funds.

C. All Planning/Flexed Funds (PL, STBG, HSIP, CMAQ and SPR), as defined in Section 1 and 1.2(B) shall be available to the PLANNING AGENCY for use through the **Project End Date (PED) of June 30, 2022.** INDOT will monitor these funds for inactivity.
The PLANNING AGENCY agrees to advice INDOT in writing if funds are not to be used for planned UPWP activities and funds may be de-obligated.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the PLANNING AGENCY, or that the undersigned is the properly authorized representative, agent, member or officer of the PLANNING AGENCY. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the PLANNING AGENCY, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, the PLANNING AGENCY attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

In Witness Whereof, the PLANNING AGENCY and the State have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

AREA PLAN COMMISSION OF TIPPECANOE COUNTY

By: Sallie Fahey

Sallie Fahey, Executive Director
Printed

Date 6.14.19

Attest:

Diana Trader
Signature

Diana Trader
Printed

Administrative Assistant - Accounting Coordinator
Title

Date 6.14.19

STATE OF INDIANA
Indiana Department of Transportation
Recommended for approval:

Roy Nunnally 6/20/19

Roy Nunnally, Director Date
INDOT Technical Planning & Programming

Executed by:

Heather Kennedy

Heather Kennedy, Deputy Commissioner
INDOT Capital Program Management
Date 6/21/19

Lesley A. Crane, Commissioner
IN Department of Administration
Date _____

Zachary Q. Jackson, Director
IN State Budget Agency
Date_____

Approved as to Form and legality:

Curtis T. Hill Jr., Attorney General
State of Indiana
Date _____

EXHIBIT B

Fiscal YEAR 2020 UPWP Federal Funding

Work Elements are more fully described in the FY 2019-2020 UNIFIED PLANNING WORK PROGRAM as prepared and submitted by the Area Plan Commission of Tippecanoe County for State FY 2020 and approved by the Federal Highway Administration through the Indiana Department of Transportation and is incorporated herein by reference. This Agreement is for the second year of the updated FY 2019-2020 UNIFIED PLANNING WORK PROGRAM

Work Element		PL/5303	SPR
100	Administration	$ 43,174	
200	Data Collection/Analysis	$ 0	
300	Short Range Planning/Mgmt Systems	$ 0	
400	Long Range Planning	$ 0	
500	Transportation Planning	$300,765	$29,305.08
600	Other Planning Initiatives/Citizen Involvement	$ 3,359	
FY 2020 Federal Funds By Type		**$347,298***	**$29,305.08****

Total FY 2020 Programmed Amount: $347,298

*Note: One (1) Purchase order will be processed for total cost of PL/5303/and other funds with multiple lines for each work element for billing purposes.

**Note: SPR - funds are approved as part of this UPWP agreement, but will be billed against a separate purchase order funded by INDOT's SPR Program

Electronic Approval History

	User ID	Approver Name	Datetime	Description
1	B346300	Adams,Brittany Danielle	08/02/2019 9:49:24AM	Agency Fiscal Approval
2	S004382	Redding,Sandra D	08/07/2019 2:51:57PM	IDOA Legal Approval
3	C292947	Sharp,Cara Alycia	08/07/2019 3:26:33PM	SBA Approval
4	M338811	Skarbeck,Molly H	08/07/2019 4:18:46PM	Attorney General Approval
5	K001856	McDowell,Kevin C	08/07/2019 5:42:04PM	Attorney General Approval

ELETRONIC SIGNATURE APPROVALS

Reset Form

UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (R / 6-12) / Form 236
STATE BOARD OF ACCOUNTS

Indiana Code 35-44.1-1-4

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** Sallie Dell Fahey
   3910 Morehouse Road, West Lafayette IN 47906

2. **Title or Position With Governmental Entity:** Executive Director

3. a. **Governmental Entity:** Area Plan Commission of Tippecanoe County

   b. **County:** Tippecanoe

4. **This statement is submitted *(check one)*:**

   a. ☐ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or

   b. ☑ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.

5. **Name(s) of Contractor(s) or Vendor(s):** Brian J. Fahey, husband of public servant

6. **Description(s) of Contract(s) or Purchase(s)** *(Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.)*:

   Seasonal contract to perform traffic counts in Carroll County under the INDOT 'Small Urban and Rural Transportation Planning Program". The Carroll County Highway Engineer makes all decisions regarding payment under the contract.

7. **Description of My Financial Interest** *(Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.)*:

up to $9,415 in the state fiscal year ending June 30, 2020

(Attach extra pages if additional space is needed.)

8. **Approval of Appointing Officer or Body** *(To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university.)*:

I (We) being the _____of
(Title of Officer or Name of Governing Body)

_____and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44.1-1-4; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

_____	_____
_____	_____
_____	_____
Elected Official	Office

9. Effective Dates *(Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.)*:

April 1, 2020	April 6, 2020
Date Submitted *(month, day, year)*	Date of Action on Contract or Purchase *(month, day, year)*

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: _____
(Signature of Public Servant)

Date: April 1, 2020
(month, day, year)

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.

Carla Young

From: Oboyle, John <JOBoyle@isdh.IN.gov>
Sent: Wednesday, March 18, 2020 2:35 PM
To: Donna Avolt
Cc: Carla Young
Subject: Request to Renew the DSA for the INVDRS
Attachments: Tippecanoe.doc

Donna and Carla,

This is just a reminder of the below request to renew the Data Sharing Agreement (DSA) for participation in the Indiana Violent Death Reporting System (INVDRS). The Term Dates on the DSA end on 12/31/20 to coincide with the end of your term as coroner. If you decide to continue to participate in the INVDRS please sign/date the DSA and send a copy back to me. You can fax it to 317-232-1265 or email it to me. Let me know if there are any questions.

Thank you.
John

From: Oboyle, John
Sent: Wednesday, February 19, 2020 12:09 PM
To: Davolt@tippecanoe.in.gov
Cc: Carla Young <CJYoung@tippecanoe.in.gov>
Subject: Request to Renew the DSA for the INVDRS

Donna,

The current Data Sharing Agreement (DSA) for participation in the Indiana Violent Death Reporting System (INVDRS) has expired. I hope your office will continue to participate in it. If so, please sign/date the attached DSA and send a copy back to me. You can fax it to 317-232-1265 or email it to me. Let me know if there are any questions.

Thank you.

JOHN O'BOYLE
Records Coordinator

Trauma and Injury Prevention
Indiana State Department of Health
317.402.6052 mobile
317.232.1265 fax
JOboyle@isdh.IN.gov
www.StateHealth.in.gov

423 9196

Tom—
Pls sign + fax back
to me at 423-9390
Thanks.
Donna
3/19/2020

Data Sharing Agreement
Between the
Indiana State Department of Health and
Tippecanoe County Coroner's Office

This Data Sharing Agreement ("Agreement") is entered into by and between the **Indiana State Department of Health** ("ISDH") and the **Tippecanoe County Coroner's Office** ("Coroner's Office"). In consideration of the mutual understandings and covenants set forth herein, the parties agree as follows:

I. PURPOSE

Pursuant to the CDC Grant to collect data for the National Violent Death Reporting System (NVDRS), ISDH will establish the Indiana Violent Death Reporting System (INVDRS) to collect, maintain, and disseminate complete and comprehensive surveillance data on violent deaths that occur in Indiana.

The ISDH Fatality Review and Prevention Division (FRP), pursuant to IC 16-49-4, is responsible for, among other things, (1) identifying trends and similarities concerning injuries and fatalities in children in Indiana and (2) creating strategies and making recommendations for the prevention of injuries and death of children.

ISDH and Coroner's Office enter into this Agreement in order to share data to be received and maintained at the ISDH, to ensure the integrity, security, and confidentiality of the data, and to permit appropriate disclosure and use of such data as permitted by law.

This Agreement addresses the conditions under which ISDH will use and disclose, and the Coroner's Office will submit, the following data: information collected on violent deaths as reported using the *Indiana Violent Death Reporting System – Coroner Reporting Form* (Form).

II. TERM

This Agreement is effective **3/20/20** through **12/31/20**.

III. CONDITIONS

A. The Form will be used as part of the INVDRS to establish it as a surveillance system to collect high quality and comprehensive information on violent death. The ISDH will use data from the INVDRS to translate research findings into prevention strategies by disseminating useful, actionable data to guide, support, and improve local, state, and national violence prevention policies, programs, and practices.

B. ISDH will submit data to the CDC NVDRS database in aggregate form only, with no identifying information from INVDRS.

C. The FRP Division will use the data provided on the Form to abstract case information, review it for trends and similarities in injuries and fatalities in children and to use the analysis to inform prevention..

D. Notwithstanding the foregoing agreed upon uses of the Form, ISDH may not disclose or further distribute such data unless required by law.

IV. DATA FLOW

A. Coroner's Office will transmit the Form securely and in a confidential manner to the ISDH, **electronically through Certified Mail via Secure E-mail, Syncplicity or by RightFax.** The Form data, once uploaded into the INVDRS system, will be securely stored on State of Indiana servers and accessible only to specific employees within the Division of Trauma and Injury Prevention and the FRP at ISDH.

B. The ISDH will use the Form data:
   a. As part of a comprehensive system for INVDRS and will report aggregate data to the NVDRS.
   b. To disseminate violence prevention information from INVDRS to violence prevention partners and the public.
   c. To disseminate child injury and death prevention information to prevention partners and the public.

V. CONFIDENTIALITY

The parties mutually agree that ISDH retains all ownership rights to the Form referred to in this Agreement, and that Coroner's Office does not obtain any right, title, or interest in any of the Forms furnished to ISDH.

To the extent that Coroner's Office records are confidential, the parties agree that ISDH will maintain the confidentiality of information received pursuant to Indiana Code § 5-14-3-6.5.

Coroner's Office authorizes ISDH to disclose, release, or otherwise grant access to the data covered by this Agreement to NVDRS, violence prevention partners, and the public, in aggregate form.

Coroner's Office authorizes ISDH to disclose, release, or otherwise grant access to the data covered by this Agreement to the FRP Division at ISDH, child injury and death prevention partners, and the public, in aggregate form.

ISDH represents further that, except as specified in this Agreement or except as Coroner's Office shall authorize by written amendment, ISDH shall not disclose, release, or otherwise grant access to the data covered by this Agreement to any third party for any purpose unless required by law. ISDH agrees that access to the data covered by this Agreement shall be limitied to those individuals necessary to achieve the purpose stated in this Agreement.

VI. AMENDMENTS

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

VII. TERMINATION

ISDH or Coroner's Office may terminate this Agreement at any time for any reason, including failure to comply with any condition of this Agreement, upon thirty (30) days advanced written notice.

VIII. NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised:

Notices to ISDH shall be sent to:
Director, Trauma & Injury Prevention Program
Indiana State Department of Health
2 North Meridian St.
Indianapolis, IN 46204

Notices to Coroner's Office shall be sent to:
Donna Avolt, Coroner
629 North 6th Street
Lafayette, IN 47901

The parties, having read and understanding the foregoing terms of the Agreement, do by their respective signatures dated below, hereby agree to the terms thereof.

Tippecanoe County Coroner's Office:

_____
DONNA AVOLT
CORONER

DATE:_____

Indiana State Department of Health:

_____
SHANE HATCHETT
CHIEF OF STAFF

DATE:_____

_____
THOMAS MURTAUGH
TIPPECANOE COUNTY COMMISSIONER

DATE:_____

Indiana State Department of Health:

_____
MOHAN AMBATY
CHIEF INFORMATION OFFICER

DATE:_____

WARRANTY DEED

Form WD-1
Revised 07/2014

Des. No.: 1401279
Project: County Road 500 North
Parcel: 3
Page: 1 of 2

THIS INDENTURE WITNESSETH, That **Jane E. Krause**, the Grantor of Tippecanoe County, State of Indiana, Conveys and Warrants to the **Board of Commissioners of Tippecanoe County, Indiana**, the Grantee, for and in consideration of the sum of Twenty-Four Thousand Six Hundred Fifty-Six and NO/100 Dollars ($24,656.00) (of which said sum $13,195.00 represents land and improvements acquired and $11,461.00 represents damages) and other valuable consideration, the receipt of which is hereby acknowledged, certain Real Estate situated in the County of Tippecanoe, State of Indiana, and being more particularly described in the legal description(s) attached hereto as Exhibit "A" and depicted upon the Right of Way Parcel Plat attached hereto as Exhibit "B", both of which exhibits are incorporated herein by reference.

This conveyance is subject to any and all easements, conditions and restrictions of record.

The Grantor hereby specifically acknowledges and agrees that the Real Estate conveyed herein is conveyed in fee simple and that no reversionary rights whatsoever shall remain with the Grantor, or any successors in title to the abutting lands of the Grantor, notwithstanding any subsequent abandonment, vacation, disuse, nonuse, change of use, conveyance, lease and/or transfer by the Grantee or its successors in title, of a portion or all of the said Real Estate or any right of way, roadway or roadway appurtenances established thereupon. This acknowledgement and agreement is a covenant running with the land and shall be binding upon the Grantor and all successors and assigns.

The Grantor assumes and agrees to pay the 2019 payable 2020 real estate taxes and assessments on the above described real estate, and for all tax liabilities that accrue prior to transfer of title to Grantee. This obligation to pay shall survive the said closing and shall be enforceable by the County in the event of any non-payment.

Interests in land acquired by The Board of
Commissioners of Tippecanoe County
Grantee mailing address:
20 N. 3rd Street, 1st Floor
Lafayette, Indiana 47901
I.C. 8-23-7-31

Form WD-1
Revised 07/2014

Des. No.: 1401279
Project: County Road 500 North
Parcel: 3
Page: 2 of 2

IN WITNESS WHEREOF, the said Grantor has executed this instrument this 24th day of February, 2020

Jane E. Krause (Seal)
Signature

Jane E. Krause
Printed Name

STATE OF Indiana
COUNTY OF Tippecanoe
SS:

ADAM J CURRIE
Notary Public, State of Indiana
Tippecanoe County
Commission # 696121
My Commission Expires
January 31, 2025

Before me, a Notary Public in and for said State and County, personally appeared Jane E. Krause, the Grantor in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be her voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 24th day of February, 2020.

Adam J Currie
Signature

Adam J Currie
Printed Name

Commission Number 696121

My Commission expires January 31, 2025

I am a resident of Tippecanoe County.

This instrument was prepared by Douglas J. Masson, Attorney at Law, from information provided by VS Engineering, Inc. Douglas J. Masson, 200 Ferry Street, Suite C, Lafayette, IN 47902

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

EXHIBIT "A"

Project: 1401279 Sheet 1 of 1

Parcel: 3 Fee Simple Code: N/A

Tax ID No: 79-03-28-100-004.000-017

Form: WD-1

A part of the East Half of the East Half of the East Half of the Southwest Quarter of Section 28, Township 24 North, Range 4 West, Tippecanoe Township, Tippecanoe County, Indiana, and being that part of the grantor(s) land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat, marked EXHIBIT "B", described as follows: BEGINNING at the southeast corner of said quarter section designated as point "201" on said Parcel Plat; thence South 89 degrees 03 minutes 27 seconds West 329.54 feet along the south line of said quarter section to the southwest corner of said half-half-half-quarter section; thence North 0 degrees 36 minutes 53 seconds West 46.67 feet along the west line of said half-half-half-quarter section; thence North 86 degrees 39 minutes 47 seconds East 209.76 feet to the point designated "1005" on said Parcel Plat; thence North 89 degrees 15 minutes 02 seconds East 119.99 feet to the east line of said quarter section designated as point "1006" on said Parcel Plat; thence South 0 degrees 38 minutes 02 seconds East 55.03 feet along said east line to the POINT OF BEGINNING and containing 0.398 acres, or less, inclusive of the presently existing right-of-way which contains 0.076 acres, more or less.

This description was prepared for the Board of Commissioners of Tippecanoe County by the following:

Vincent J. Barr 06/26/2018

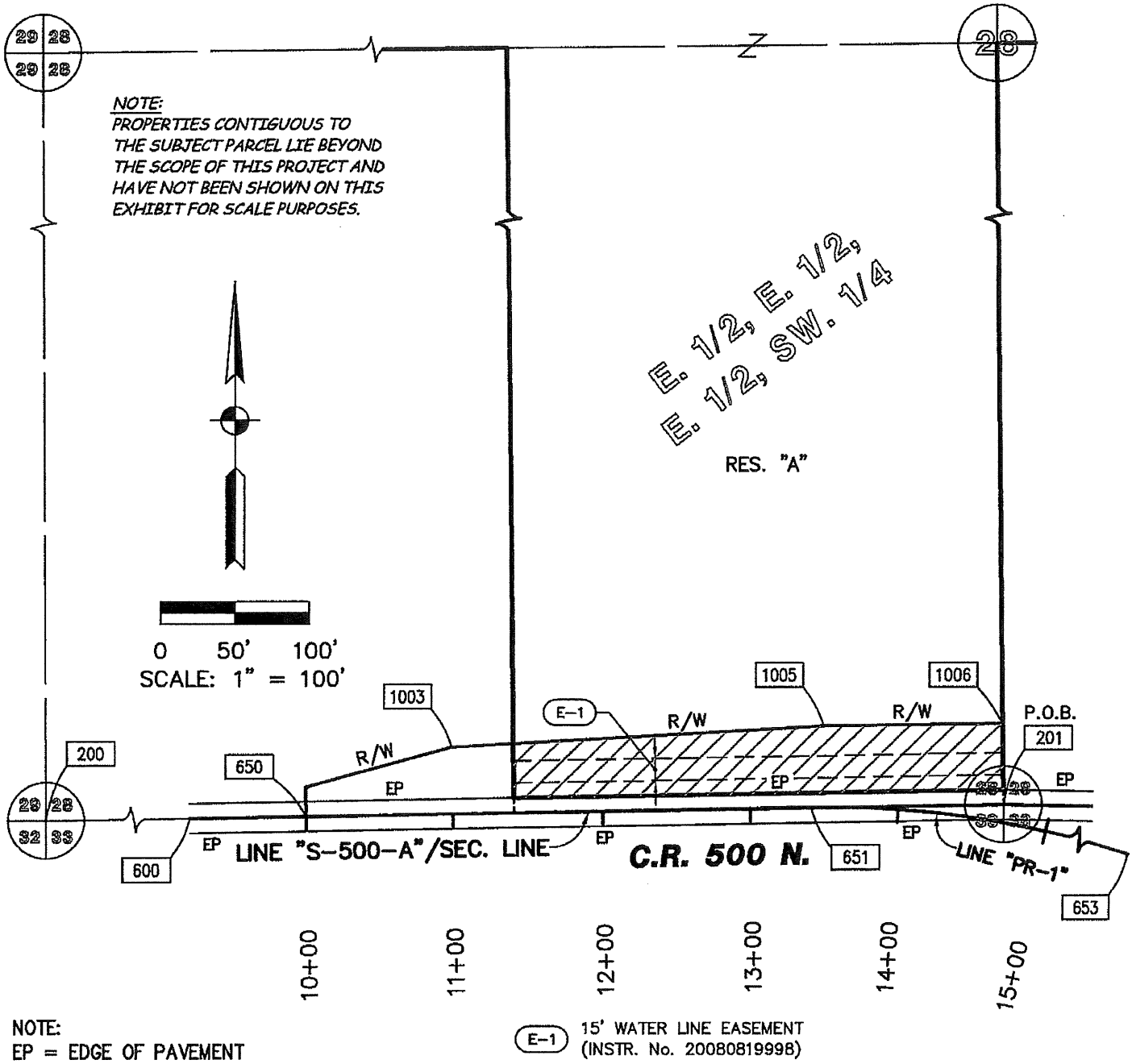
V.S. Engineering, Inc.
Vincent J. Barr, P.S.
Professional Surveyor No. 9700015
State of Indiana

VINCENT J. BARR
REGISTERED
No.
9700015
STATE OF
INDIANA
PROFESSIONAL SURVEYOR

EXHIBIT "B"

RIGHT-OF-WAY PARCEL PLAT

Prepared for the Board of Commissioners of Tippecanoe County
by VS Engineering (Job #14-3104)



NOTE:
EP = EDGE OF PAVEMENT

E-1 15' WATER LINE EASEMENT (INSTR. No. 20080819998)

PARCEL:	3	OWNER: KRAUSE, JANE E.	
CODE:	N/A		
PROJECT:	1401279		
COUNTY:	TIPPECANOE		
ROAD:	C.R. 500 N./S.R. 43		
SECTION:	28		
TOWNSHIP:	24 N.	NOTE: DIMENSIONS SHOWN HEREIN ARE ENGLISH.	
RANGE:	4 W.		

HATCHED AREA IS THE APPROXIMATE TAKING

DES. NO.:	1401279	
DRAWN BY:	G.L. SMITH	05/22/2018
CHECKED BY:	V.J. BARR	05/22/2018

INST. No. 06014513, DATED 07/07/2006
TAX ID No. 79-03-28-100-004.000-017

DIMENSIONS SHOWN ARE FROM THE ABOVE LISTED RECORD DOCUMENTS.

EXHIBIT "B" (cont.)

PARCEL COORDINATE CHART (shown in feet)						
Point	Centerline	Station	Offset	Lt./Rt.	Northing	Easting
650	PR–1	10+00.00	0.00'		20,014.6709	19,303.5861
651	PR–1	13+41.10	0.00'		20,021.0308	19,644.6308
653	PR–1	18+01.76	0.00'		19,872.4320	20,070.5255
1003	PR–1	11+00.00	45.00'	Lt.	20,061.5276	19,402.7297
1005	PR–1	13+50.00	55.00'	Lt.	20,076.1351	19,653.2533
1006	PR–1	14+59.43	66.10'	Lt.	20,077.7043	19,773.2325
200	SEE LOCATION CONTROL ROUTE SURVEY PLAT					
201						
600						

NOTE: STATIONS & OFFSETS CONTROL OVER BOTH NORTH & EAST COORDINATES AND BEARINGS & DISTANCES.

SURVEYOR'S STATEMENT

To the best of my knowledge and belief, this plat, together with the "Location Control Route Survey" recorded as Instrument No. 201818009265 in the Office of the Recorder of Tippecanoe County, Indiana, (incorporated and made a part hereof by reference) comprise a Route Survey, executed in accordance with Indiana Administrative Code 865 IAC 1–12, ("Rule 12").

06/26/2018

VS ENGINEERING, INC.
VINCENT J. BARR, P.S.
PROFESSIONAL SURVEYOR No. 9700015
STATE OF INDIANA

VINCENT J. BARR
REGISTERED
No. 9700015
STATE OF INDIANA
PROFESSIONAL SURVEYOR

PARCEL: 3 OWNER: KRAUSE, JANE E.
CODE: N/A
PROJECT: 1401279
COUNTY: TIPPECANOE
ROAD: C.R. 500 N./S.R. 43
SECTION: 28
TOWNSHIP: 24 N. NOTE: DIMENSIONS SHOWN HEREIN ARE ENGLISH.
RANGE: 4 W.

DES. NO.: 1401279
DRAWN BY: G.L. SMITH 05/22/2018
CHECKED BY: V.J. BARR 05/22/2018

The above **Warranty Deed (Jane E. Krause – Parcel 3 – 500 North)** 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

Billing address for the property taxes as follow:

GRANTEE

Tippecanoe County Board of Commissioners
20 North Third Street
Lafayette, IN 47901

Stewart W. Kline, P.E., Executive Director
Tippecanoe County Highway Department

Tracy A. Brown, President
Tippecanoe County Board of Commissioners

"<u>This is an exempt transaction and the sales disclosure 46021 (R8/7-08) is not required</u>"

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Stewart W. Kline, P.E., Executive Director
Tippecanoe County Highway Department

This instrument prepared by: Douglas J. Masson, 8939-79, Hoffman, Luhman, & Mason, PC
200 Ferry Street, Suite C, P.O. Box 99, Lafayette, IN 47902, Telephone (765) 423-5404

ACCEPTANCE OF STREETS INTO TIPPECANOE COUNTY HIGHWAY SYSTEM

This is to advise that the following streets:

Street Name	Length Ft.	Road Width	R/W Width	Surface	Type
Dolerite Court	1,001.45	30 Ft.	50 Feet	Concrete	Curb & Gutter
Lithophone Court	578.26	30 Ft.	50 Feet	Concrete	Curb & Gutter
Magus Court	164.22	30 Ft.	50 Feet	Concrete	Curb & Gutter
Rhyolite Court	216.14	30 Ft.	50 Feet	Concrete	Curb & Gutter
Rhyolite Drive	464.63	30 Ft.	50 Feet	Concrete	Curb & Gutter

Total Street Length 2,426.90 Feet Total Lots: 49 (219 – 267) & Outlot

= 0.459 Miles

Located within Stonehenge Subdivision, Phase 4 are hereby accepted into the Tippecanoe County Highway System this 6th day of April 2020

BOARD OF COMISSIONERS OF
THE COUNTY OF TIPPECANOE

ATTEST:

_____
David S. Byers, President

_____
Robert A. Plantenga, Auditor

_____
Tracy Brown, Vice President

_____
Thomas P. Murtaugh, Member

3 Year Subdivision Maintenance Bond in the amount of $81,812.57 (Eighty One Thousand Eight Hundred Twelve and 57/100 Dollars) from The Hanover Insurance Company, Bond Number 1074697, Date of Expiration: April 6th, 2023, in addition a 3 Year Subdivision Maintenance Bond in the amount of $38,422.00 (Thirty Eight Thousand Four Hundred Twenty Two and 00/100 Dollars) from Continental Casualty Company, Bond Number 30083571, Date of Expiration: April 6th, 2023

Copies to:
Developer (Heron Bay Development, LLC) Greg Milakis
INDOT Division of Program Development
Tippecanoe County Area Plan Commission w/copy of Maintenance Bond
Tippecanoe County Building Permit Office
Tippecanoe County Surveyor
Tippecanoe County Highway Permit Desk (Book)
Tippecanoe County Road Supervisor
Tippecanoe County Sheriff
Tippecanoe School Corporation
Tippecanoe County Post Master
Road Inventory File
Original to File

BOND # 30083571

SUB-DIVISION STREET MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Milestone Contractors, L.P., As Principal (hereinafter referred to as Principal), and Continental Casualty 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 severly, in the sum of Thirty Eight Thousand Four Hundred Twenty Two Dollars and 00/100 Dollars ($38,422.00), in the aggregate, for the payment of which we firmly bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, the Principal wishes the Board of Commissioners of the County of Tippecanoe to accept for maintenance, as part of the Tippecanoe County Highway System, the streets of Stonehenge Subdivision, Phase 4 Sub-Division, located at SE 1/4 of Sect. 34, Township 24N, Range 5W, in Wabash Township, Tippecanoe County, State of Indiana:

Now, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the work to be done in 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 such installation shall be done according to standards of good workmanship, and that the materials used in the construction and installation shall be of good quality and construction and that 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 said improvement and installations 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.

Note: Principal shall pay all cost of inspection, including the wages and expenses of an Inspector employed by the County (where inspection is required).

In witness whereof we have hereunto set our hands and seals this _____ day of _____ _____.

Milestone Contractors, L.P. By Contractors United, Inc. - General Partner
(Insert Name of Principal Above)

By: _____
(Sign here and indicate capacity or position with Principal)

PRINCIPAL: Mark A. Nagle Director of Estimating

Continental Casualty Company
(Insert Name of Surety)

By: _____

Surety: Kathryn R. Postma Attorney-in-fact

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

_____
Vice-President

_____
Member

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

ATTEST:

_____
Auditor of Tippecanoe County

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Eric M. Wahlstrom, Brian T. Morton, Tina N. Senefeld, David M. Oliger, Tia A. Boice, Lisa M. Becker, Kathryn R. Postma, Individually

..
of Indianapolis, IN, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 12th day of July, 2019.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 12th day of July, 2019, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires June 23, 2021

J. Mohr — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this day of , .

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson — Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

BOND # **1074697**

SUB-DIVISION STREET MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, **Atlas Excavating, Inc.**, As Principal (hereinafter referred to as Principal), and **The Hanover 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 severly, in the sum of **Eighty One Thousand Eight Hundred Twelve and 57/100--** Dollars (**81,812.57**), in the aggregate, for the payment of which we firmly bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, the Principal wishes the Board of Commissioners of the County of Tippecanoe to accept for maintenance, as part of the Tippecanoe County Highway System, the streets, curb, storm sewers, earthwork, underdrains, and erosion control all located within the right-of-way of **Stonehenge Subdivision, Phase 4** Sub-Division, located at **SE 1/4 of Section 34, T24N, R5W**, in **Wabash** Township, Tippecanoe County, State of Indiana:

Now, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the work to be done in 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 such installation shall be done according to standards of good workmanship, and that the materials used in the construction and installation shall be of good quality and construction and that 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 said improvement and installations 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.

Note: Principal shall pay all cost of inspection, including the wages and expenses of an Inspector employed by the County (where inspection is required).

In witness whereof we have hereunto set our hands and seals this 13th day of February 20 19.

Atlas Excavating, Inc.
(Insert Name of Principal Above)

By:
(Sign here and indicate capacity or position with Principal)

PRINCIPAL:

The Hanover Insurance Company
(Insert Name of Surety)

By: Attorney-in-fact
Thomas O. Chambers
Surety:

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 _____, 20_____.

President

Vice-President

Member

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

ATTEST:

Auditor of Tippecanoe County

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.
KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Thomas O. Chambers, Todd Schaap, Daniel Gibson, Eric Olson, Kimberly S. Rasch, Jackie Sheldon and/or Josie Benson

Of **Shorewest Surety Services, Inc. of Racine, WI** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Forty Million and No/100 ($40,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **15th** day of **March, 2017**.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John C. Roche, EVP and President

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.
On this **15th** day of **March, 2017** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

DIANE J. MARINO
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
March 4, 2022

Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this **13th** day of **February** **2019**

CERTIFIED COPY

Theodore G. Martinez, Vice President

STATE OF WISCONSIN)

COUNTY OF **Kenosha**)

ON THIS **13th** day of **February**, **2019**, before me, a notary public, within and for said County and State, personally appeared **Thomas O. Chambers** to me personally known, who being duly sworn, upon oath did say that he is the Attorney-in-Fact of and for the **The Hanover Insurance Company**, a corporation of **New Hampshire**, created, organized and existing under and by virtue of the laws of the State of **New Hampshire**; that the corporate seal affixed to the foregoing within instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said **Thomas O. Chambers** did acknowledge that he/she executed the said instrument as the free act and deed of said Company.

Kimberly S Rasch

Kimberly S. Rasch
Notary Public, **Kenosha** County, Wisconsin
My Commission Expires **1/22/2022**

NOTARY PUBLIC
KIMBERLY S. RASCH
STATE OF WISCONSIN

State Identification No. 79-03-30-100-003.000-017
Last Deed of Record: Book 37, Page 266
(Grantor Real Estate)

State ID Nos. 79-02-25-200-001.000-022; and 79-02-25-200-002.000-022
Last Deed of Record: 201919006340
(Grantee Real Estate)

DRAINAGE EASEMENT

THIS INDENTURE WITNESSETH: That Tippecanoe County, by and through its Board of Commissioners (referred to herein as the "Grantor"), as the owner of the real estate described in **EXHIBIT A** attached hereto and made a part hereof ("Grantor Real Estate"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby convey to Tippecanoe Development II, LLC, an Indiana limited liability company (together with its successors and assigns, the "Grantee"), as the owner of the real estate described in **EXHIBIT B** attached hereto and made a part hereof ("Grantee Real Estate"), a non-exclusive perpetual easement through, upon, over, along and across the following described real property located in Tippecanoe County, Indiana, ("the Easement") to-wit;

See **EXHIBIT C**.

This Easement is granted for the purpose of providing overland or subsurface paths and courses for the construction, maintenance, preservation of storm drainage. The Grantor reserves for themselves and their successors and assigns the right to use the Easement for any uses which are not inconsistent with the purposes herein.

In the event the Grantee, its employees, or contractors are required to come upon the real estate contained in the Easement to replace, restore, or clear any drainage structures, ditches, drains, or swales contained therein, the Grantee shall promptly restore said premises as near to the original condition as possible.

This Drainage Easement and the agreements herein shall run with the land and shall be binding upon and inure to the benefit of the Grantor and its successors and assigns and upon the Grantee and its successors and assigns.

IN WITNESS WHEREOF, The Grantor has executed this Drainage Easement on this _____ day of _____, 2020.

BOARD OF COMMISSIONERS OF TIPPECANOE COUNTY

By: _____
Tracy A. Brown, President

STATE OF INDIANA }
} SS:
COUNTY OF TIPPECANOE }

Subscribed and sworn to before me, a Notary Public this _____ day of _____, 2020 personally appeared Tracy A. Brown in his capacity as President of the Board of Commissioners of Tippecanoe County and acknowledged the execution of the foregoing grant of Drainage Easement on behalf of the Board of Commissioners of Tippecanoe County.

WITNESS my hand and official seal.

_____
Notary Public,
Residing in Tippecanoe County, IN

My Commission Expires:

_____

This instrument prepared by: Kevin J. Riley of the firm of REILING TEDER & SCHRIER, LLC, 250 Main Street, Suite 601, Lafayette, IN 47901. Telephone: (765) 423-5333
E-Mail Address: kjr@rtslawfirm.com

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Kevin J. Riley

EXHIBIT A
LEGAL DESCRIPTION OF GRANTOR REAL ESTATE

his wife and acknowledged the Execution of the foregoing Deed Witness my hand and seal this first day of April 1857.

George E. Rice (Seal)
Instead of the Recd.

A true Record Recorded April 25th 1857 at 1 o'clock P. M.
Joseph Gundt Recorder

By this Deed John Wash and Mililday Wash his wife of Tippecanoe County in the State of Indiana convey and Warrant to William P. Evans of Tippecanoe County in the State of Indiana for the sum of Fifty Dollars the following Real Estate in Tippecanoe County in the State of Indiana to wit Lot No twenty two (22) in the town of Clarksburg. In Witness whereof the said John Wash. Metilda Wash have hereunto set their hand and seal this twenty fourth day of March A D 1857

John his + mark Wash (Seal)
Metilda Wash (Seal)

The State of Indiana Tippecanoe County Set.
Before me Daniel McDonald a Justice of the Peace in and for said County came John Wash and Metilda Wash his wife and acknowledged the Execution of the foregoing Deed Witness my hand and seal this 24th day of March 1857.

Daniel McDonald (Seal)

A true Record Recorded April 25th 1857 at 2 o'clock P. M.
Joseph Gundt Recorder

This Indenture Witnesseth that James M. Pierce and Lydia E. Pierce of the County of Tippecanoe and State of Indiana in consideration of Ten thousand Dollars to them paid by the Board of Commissioners of the County of Tippecanoe in said State the receipt whereof is hereby acknowledged do hereby grant, bargain sell and convey to the said Board of Commissioners of the County of Tippecanoe their successors and assigns forever. the following Real Estate in Tippecanoe County and State of Indiana and described as follows to wit. Fifty nine 74/100 acres off of the South end of the East half of the North East quarter of section Thirty (30) Township twenty four (24) North of Range four (4) West. Excepting about one fourth of an acre heretofore conveyed for Grave Yard purposes. Also the South East quarter of the South East quarter of said Section. the West half of the South East quarter of said Section & and Sixty Eight 25/100 acres (68 25/100) off of the South side of the North West fractional quarter of said Section. Except one acre and one hundred & twenty Eight poles in the South West corner of the last named tract. heretofore conveyed by William Pierce & wife to Jones Henderson by deed recorded in said County in Book H. page 449. and four 70/100 acres in the South West quarter of said Section. Commencing at the North East corner of said quarter thence South 0 pt of a degree West 28 32/100 poles. thence West 13 50/100 poles. thence North 46° 20 West 46 50/100 poles thence East 42 46/100 poles to the place of beginning & being the land conveyed to William Pierce by Jones Henderson and wife August 15th 1838. See Record of said County Book 46. pages 95 & 96. together with all the privileges and appurtenances to the same belonging to have and to hold the same to the said Board of Commissioners of Tippecanoe County their successors and assigns forever. the grantors their heirs and assigns hereby covenanting with the grantees their successors and assigns that the title so conveyed is clear free and unincumbered. that they are lawfully seized

of the premises aforesaid as of a sure and indefeasible estate of inheritance in fee simple and that they will warrant and defend the same against all claims whatsoever. In witness whereof the said James M. Pierce and Lydia E. Pierce have hereunto set their hands and seals this ninth day of June A.D. 1856.

James M. Pierce (Seal)
Lydia E. Pierce (Seal)

State of Indiana. Tippecanoe County ss

Personally appeared before me the undersigned a Notary Public in and for said County James M. Pierce & Lydia E. Pierce the grantors in the above conveyance and acknowledged the same to be their voluntary act and deed

Witness my hand and Notarial Seal this 9th day of June 1856.

(Seal)

Hiram W. Chase
Notary Public

A true Record Recorded April 25th 1857 at 3 o'clock P. M.

Joseph Gundt Recorder

This deed William K Rochester and Madeline Rochester his wife of Tippecanoe County in the State of Indiana convey and warrant to Christian Schempp of Tippecanoe County in the State of Indiana for the sum of One hundred & fifty dollars the following Real Estate in Tippecanoe County in the State of Indiana to wit Lot number Forty Seven, (47) in W. K. Rochester's South East Addition to the city of Lafayette. In witness whereof the said William K Rochester and Madeline Rochester have hereunto set their hands and seals this twenty fifth day of April A.D. 1857.

William K. Rochester (Seal)
Madeline Rochester (Seal)

The State of Indiana Tippecanoe County Set

Before me Thompson W. Graham a Justice of the Peace in and for said County came William K. Rochester and Madeline Rochester and acknowledged the Execution of the foregoing Deed. Witness my hand and seal this 25th day of April 1857.

Thompson W. Graham, Justice (Seal)

A true Record Recorded April 25th 1857 at 4 o'clock P. M.

Joseph Gundt Recorder

Now all men by these presents that we Ephraim Martin and Rhoda Martin his wife of the County of Tippecanoe and State of Indiana for and in consideration of Two hundred and twenty five dollars to us in hand paid, the receipt whereof is hereby acknowledged have sold and do hereby quit claim and convey unto The Lake Erie Wabash and St Louis Rail Road Company and to their successors and assigns. all that tract or parcel of land situate in the County of Tippecanoe and State of Indiana being part of the West half of the South East quarter of Section Ten in Township twenty two North. Range Five West. bounded and described as follows. Being a strip of land running through said West half of the South East quarter of Section Ten as surveyed and located and now occupied by said Company for their Rail Road track. the said piece of land being a strip Eighty two feet and Six inches wide as the same has been surveyed and laid down on the maps and surveys made by the Engineers of said Company for the line and route of their Rail Road with the right also (for the

EXHIBIT B
LEGAL DESCRIPTION OF GRANTEE REAL ESTATE

ERECORD
201919006340
FILED FOR RECORD IN
TIPPECANOE COUNTY, IN
SHANNON WITHERS, RECORDER
05/01/2019 01:36:07PM
DEED $25.00

Key Number: 132-04500-0021 (79-02-25-200-001.000-022) (Parent 144.306 a)
132-04500-0197 (79-02-25-200-002.000-022) (Parent 1.71 a)

CORPORATE WARRANTY DEED

THIS INDENTURE WITNESSETH THAT Boanco, Inc., an Indiana corporation, conveys and warrants to Tippecanoe Development II, LLC, an Indiana limited liability company, in consideration of Ten Dollars ($10.00) and other valuable considerations, the receipt of which is hereby acknowledged, the following described real estate in Tippecanoe County, in the State of Indiana, to wit:

TRACT 1
A part of the Northeast Quarter of Section 25, Township 24 North, Range 5 West, Wabash Township, Tippecanoe County, Indiana, being a part of the Boanco, Inc. real estate as described in Instruments Numbered 198608617819 and 199109109208 in the Office of the Tippecanoe County Recorder, and being depicted on an ALTA / NSPS Land Title Survey prepared by TBIRD Design Services Corp., Project No. 18095, and being more completely described as follows:

COMMENCING at a Berntsen Monument marking the Northeast Corner of said Northeast Quarter; thence along the East Line of said Northeast Quarter, South 0°44'19" East, 100.64 feet to a Berntsen Monument marking the Northwest Corner of Section 30, Township 24 North, Range 4 West; thence continue along said East Line, South 0°44'19" East, 1433.48 feet to the POINT OF BEGINNING; thence continue along said East Line, South 0°44'19" East, 1108.43 feet to a PK Nail with Washer in Wood Post marking the East Quarter Corner of said Section 25; thence along the South Line of said Northeast Quarter, North 89°43'03" West, 990.69 feet; thence parallel with said East Line, North 0°44'19" West, 1090.39 feet; thence North 89°14'21" East, 990.53 feet to the POINT OF BEGINNING, containing 25.00 acres, more or less.

TRACT 2
A part of the Northeast Quarter of Section 25, Township 24 North, Range 5 West, Wabash Township, Tippecanoe County, Indiana, being a part of the Boanco, Inc. real estate as described in Instruments Numbered 198608617819, 199109109208, and 199209228988 in the Office of the Tippecanoe County Recorder, and being depicted on an ALTA / NSPS Land Title Survey prepared by TBIRD Design Services Corp., Project No. 18095, and being more completely described as follows:

COMMENCING at a Berntsen Monument marking the Northeast Corner of said Northeast Quarter; thence along the East Line of said Northeast Quarter, South 0°44'19" East, 100.64 feet to a Berntsen Monument marking the Northwest Corner of Section 30, Township 24 North, Range 4 West; thence

DULY ENTERED FOR TAXATION SUBJECT
TO FINAL ACCEPTANCE FOR TRANSFER

May 01 2019

RI

AUDITOR OF TIPPECANOE CO.

continue along said East Line, South 0°44'19" East, 1433.48 feet; thence South 89°14'21" West, 114.51 feet to a 5/8-inch diameter rebar with yellow plastic cap stamped "TBIRD FIRM #0052" marking the POINT OF BEGINNING; thence continue South 89°14'21" West, 1127.42 feet; thence parallel with said East Line, North 0°44'19" West, 1555.66 feet to the centerline of County Road 600 North; thence along said centerline, being coincident with the North Line of said Northeast Quarter, South 89°46'03" East, 1018.35 feet to a 2-inch long Mag Nail with washer stamped "TBIRD FIRM #0052", hereinafter referred to as a TBIRD Mag Nail; thence continue along said centerline, along a tangent curve to the right having a radius of 477.46 feet and chord bearing South 83°08'30" East, 110.18 feet, an arc distance of 110.43 feet to a TBIRD Mag Nail; thence parallel with said East Line, South 0°44'19" East, 1523.39 feet to the POINT OF BEGINNING, containing 40.00 acres, more or less.

SUBJECT TO easements, rights of way, and restrictions of record, if any.

SUBJECT TO taxes for the year 2018, due and payable in May and November, 2019; and all subsequent taxes.

SUBJECT TO Minimum building lines, utilities, easements, rights-of-way, property line and other matters as shown on the ALTA/ACSM Land Title Survey by TBird Design Services Corporation as Job No. 18095, dated March 31, 2019 and recorded April 4, 2019 as Document No. 2019190047 42, known as the "Survey".

The undersigned person executing this deed represents and certifies on behalf of the Grantor, that the undersigned is a duly elected officer of the Grantor and has been fully empowered by proper resolution, or the by-laws of the Grantor to execute and deliver this deed; that the Grantor is a corporation in good standing where the subject real estate is situate; that the Grantor has full corporate capacity to convey the real estate described; and that all necessary action for the making of this conveyance has been taken.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed this 30 day of April, 2019.

Boanco, Inc.

By: _____
(written)
Alfred W. Buckley, President
(printed) (title)

STATE OF INDIANA)
) SS:
TIPPECANOE COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared Boanco, Inc., by Alfred W. Buckley, its President, who acknowledged the execution of the foregoing Deed for and on behalf of said Grantor, and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this 30 day of April, 2019.

_____
(written)

_____
(printed) NOTARY PUBLIC
Resident of _____ County

My Commission Expires:
_____

NOTARY PUBLIC SEAL INDIANA
JENNIFER H. DELONG
Notary Public, State of Indiana
Tippecanoe County
Commission # 712262
My Commission Expires
May 27, 2026

This instrument prepared by: Kevin J. Riley of the firm of REILING TEDER & SCHRIER, LLC, 250 Main Street, Suite 601, Lafayette, Indiana 47901. Telephone: (765) 423-5333. E-mail: kjr@rtslawfirm.com

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Kevin J. Riley

1856994

Mail Tax Bills To:
TIP Development II
P.O. Box 811
Lafayette, IN
47902

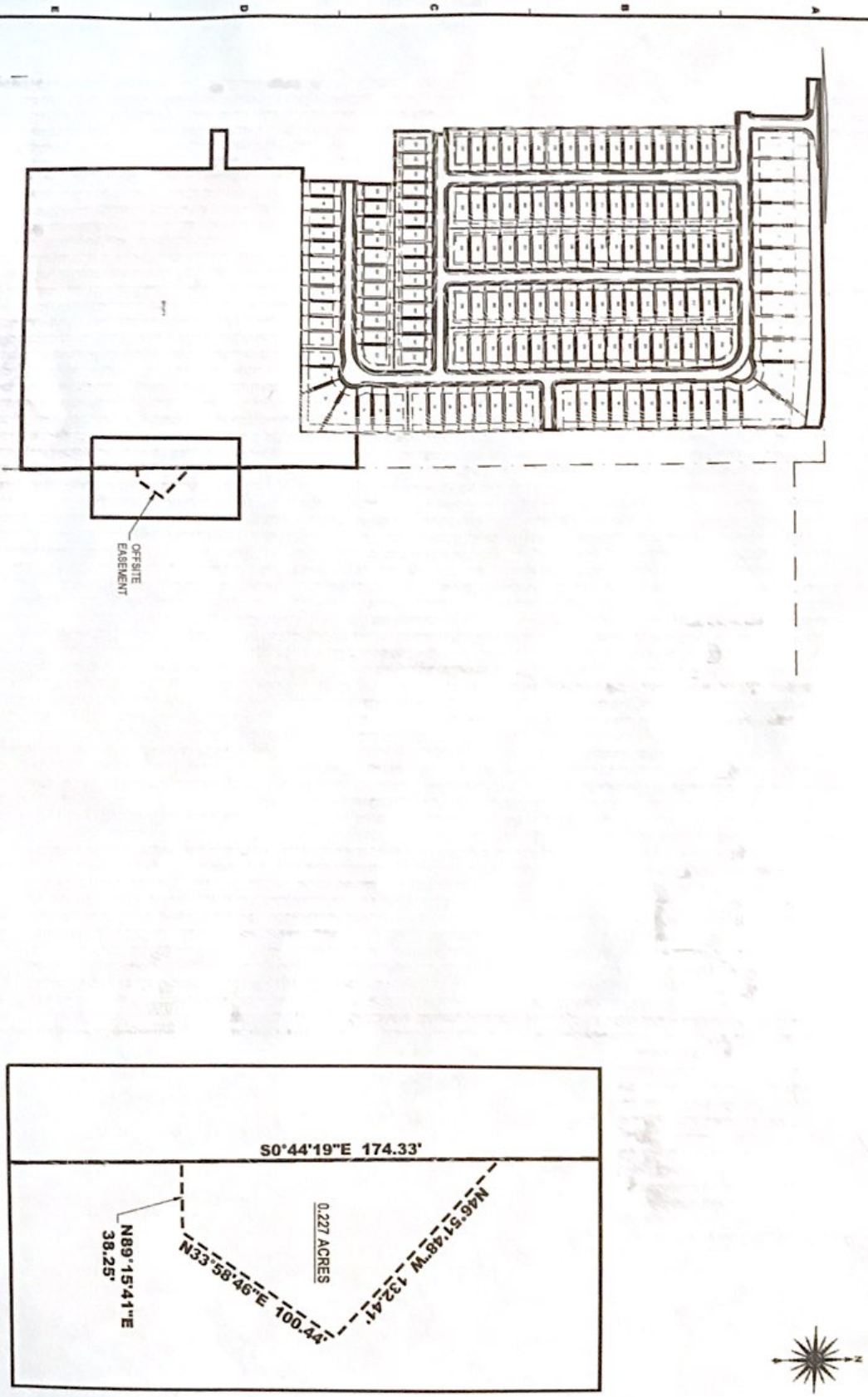
Grantee's address
(if different than billing address)
100 N. 7th St
Lafayette, IN 47901

EXHIBIT C
LEGAL DESCRIPTION AND DEPICTION OF DRAINAGE EASEMENT

An easement for drainage located in part of the Northeast Quarter of Section 25, Township 24 North, Range 5 West, Wabash Township, Tippecanoe County, Indiana, being a part of the Tippecanoe County Board of Commissioners real estate as described in Deed Book 37, Page 266 in the Office of the Tippecanoe County Recorder, and being more completely described as follows:

COMMENCING at a Berntsen Monument marking the Northeast Corner of said Northeast Quarter; thence along the East Line of said Northeast Quarter, South 0°44'19" East, 100.64 feet to a Berntsen Monument marking the Northwest Corner of Section 30, Township 24 North, Range 4 West; thence continue along said East Line, South 0°44'19" East, 1984.45 feet to the POINT OF BEGINNING; thence continue along said East Line, South 0°44'19" East, 174.33 feet; thence North 89°15'41" East, 38.25 feet; thence North 33°58'46" East, 100.44 feet; thence North 46°51'48" West, 132.41 feet to the POINT OF BEGINNING, containing 0.227 acres, more or less.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD.



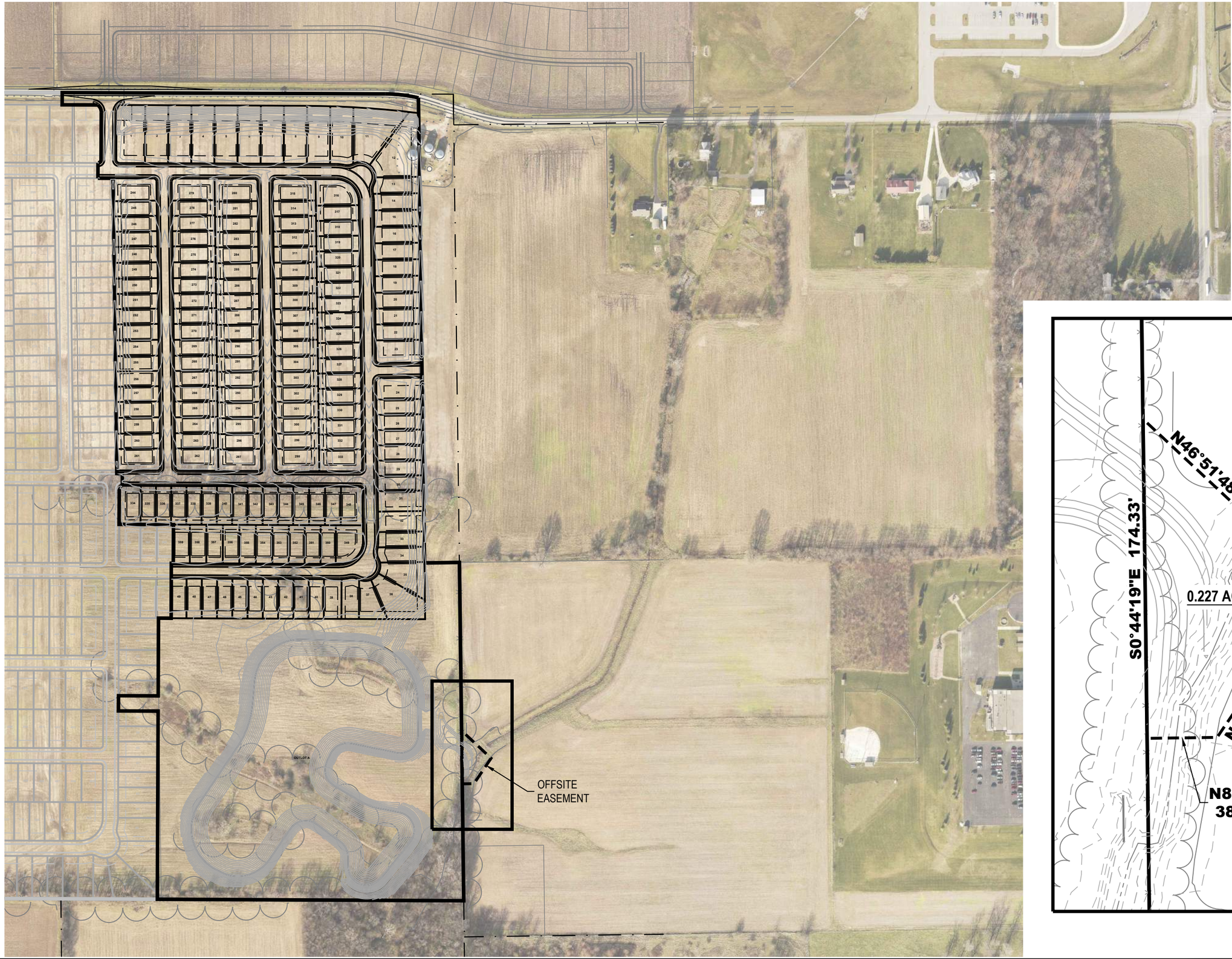
1	PROPOSED EASEMENT	PROJECT: 18095	DATE: 9/16/2019
		DRAWING FILE: 18095-PROPOSED EASEMENT.DWG	
		CHECKED BY: JRF	DRAWN BY: DLP

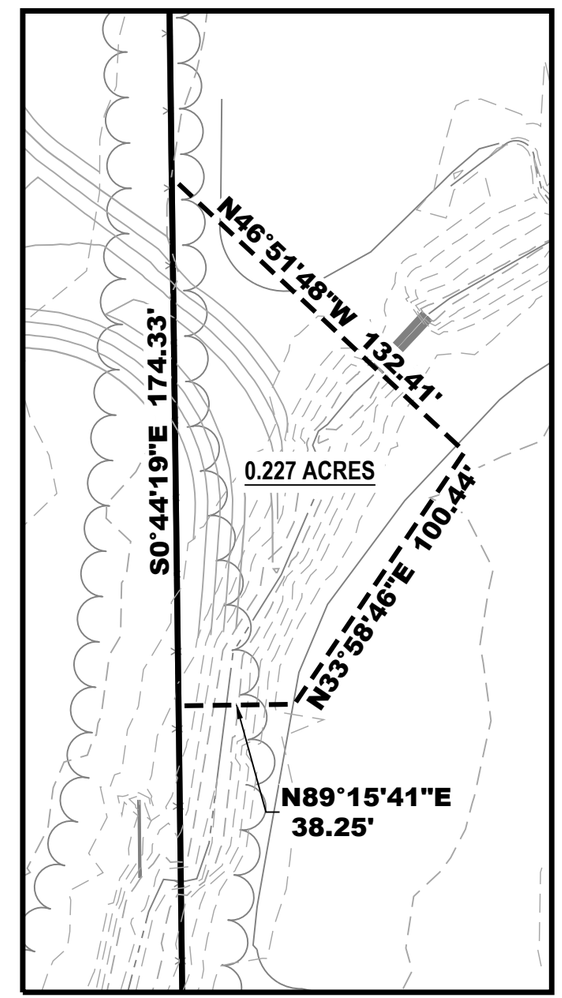
TIMBERBROOK MEADOWS SUBDIVISION - PHASE 1

TIPPECANOE DEVELOPMENT II, LLC
PO BOX 811
LAFAYETTE, INDIANA 47902

Design Services Corporation
Engineering • Surveying
Environmental • Construction Management

105 North 10th Street
Lafayette, Indiana
(765) 742-1000
info@dsdcorp.com
www.dsdcorp.com





105 North 10th Street
Lafayette, Indiana
(765) 742-1900
info@tbirddesign.com
www.tbirddesign.com

TBIRD
Design Services Corporation
Engineering • Surveying
Environmental • Construction Management

TIMBERBROOK MEADOWS SUBDIVISION - PHASE 1

TIPPECANOE DEVELOPMENT II, LLC
PO BOX 811
LAFAYETTE, INDIANA 47902

PROJECT: 18095	DATE: 9/18/2019
DRAWING FILE: 18095-PROPOSED EASEMENT.DWG	DRAWN BY: DLP
CHECKED BY: JRF	

TITLE:
PROPOSED EASEMENT

1

FILE: P:\2018\18095 Timberbrook Meadows\DRAWINGS\LAYOUTS & EXHIBITS\18095-PROPOSED EASEMENT.dwg - USER: DAVID PERRINE - DATE: Wednesday, September 18, 2019 3:23:44 PM

COMMUNITY LOAN CENTER
OF WEST CENTRAL INDIANA
Affordable Small Dollar Loans

EMPLOYER MEMORANDUM OF UNDERSTANDING

This Employer Memorandum of Understanding ("***MOU***"), dated and effective _____ is an alliance between the Community Loan Center of West Central Indiana ("Local Lender"), and _____(Employer)(collectively, the "***Parties***").

I. MISSION

Local Lender's mission is, in whole or in part, to provide financial products and services to the borrowers in the area of consumer lending and financial literacy education. As part of this mission, Local Lender is engaged in the Community Loan Center Affordable Small Dollar Loans Program (the "***Program***") to provide a lower-cost alternative to high cost payday loans, pawn shops, check cashing, and signature loan outlets.

Together, the Parties enter into this MOU to offer the Program to Employer's qualified employees.

II. PURPOSE AND SCOPE

The purpose of the MOU is to create a framework of cooperation between Local Lender and Employer to collaborate on this mutually beneficial Program, including setting up, monitoring and evaluation, and providing technical assistance in accessing required information related to the Program. Through these activities the Parties will give qualified employees the opportunity to participate in the Program with equal access.

III. RESPONSIBILITIES

Each party will appoint a person to serve as the official contact and coordinate the activities of each organization in carrying out this MOU. The initial appointees of the organization are:

LOCAL LENDER:

Contact: Marie Morse

Address: 671 N. 36th St.

Phone: 765-423-1284

Email: Marie@HomesteadCS.org

EMPLOYER:

Contact: _____

Address: _____

Address: _____

Phone: _____

Email: _____

Employer's Responsibilities:

☒ Employer shall provide timely employment verification for employees who apply for a loan.

☒ Employer shall set up payroll deduction for each employee that has elected such option in the loan application process for the repayment of the loans funded pursuant to the Program (See Exhibit A: Copy of Consent to Payroll Deduction).

☒ Employer shall promptly notify all eligible employees that the Program is available to employees along with information on how to apply for a loan.

☒ Employer shall promptly add the Program to the Employer's customary descriptions of employee benefits.

☒ Employer is encouraged to support the Program by representing the mission and goals of the Program at professional meetings and among other businesses in the area.

☒ Upon request and within reason, Employer will share their experiences with the Program to other potential employers, media, or other interested third parties.

☒ Other participating employers have found that the Program provides them a competitive advantage in recruiting and retaining employees. These employers have realized the value of notifying their new and existing employees about the availability of the Program through a variety of different ways, such as:

- Employee Benefits website with a link to Program website to apply for a loan
- Employee benefits literature (provided by the local lender)
- Employee Intranet with a link to Program website to apply for a loan
- Employee emails with a link to Program website to apply for a loan
- Employee newsletters
- Program posters in employee breakroom (provided by the local lender)
- Program literature in the HR department employee information rack (provided by lender)
- Program 'Benefits Card'(provided by the local lender)

In the space below, please describe the steps you will take to get the word out to all of your eligible employees about the Community Loan Center loan program:

LIST OF TASKS TO NOTIFY EMPLOYEES ABOUT THE CLC PROGRAM:

TASK	WHO	WHEN	MATERIALS NEEDED

Local Lender's Responsibilities:

- ☒ Local Lender shall make an initial presentation to employees about the Program at Employer's place of work.
- ☒ Local Lender shall provide assistance setting up, monitoring, and evaluating the Program through the Program's software products and support.
- ☒ Local Lender shall provide technical assistance in accessing required information related to the Program.

Both Parties Agree to the Following:

- ☒ Initial meetings will be held between Parties to review implementation of this agreement and to establish policy directives as appropriate.
- ☒ Parties agree that the Employer will not be financially responsible for the repayment of any loan made by Local Lender to Employer's employees.
- ☒ Parties agree that the Employer will not be a beneficiary, nor profit directly or indirectly from the loan payments deducted from employee's payroll and transferred to Local Lender.
- ☒ Parties agree not to share employee information with unaffiliated third parties.
- ☒ Confidentiality: Parties agree not to use or release any reports, data, or other information identifying applicants or persons, except with the prior written approval of such applicant or person served and in accordance with the consumer rules and regulations and where applicable, federal and state laws and regulations. Such information shall be used only to assure proper administration, planning, coordination and monitoring of performance under this Agreement.
- ☒ Parties agree that the MOU may be amended on the initiative of either the Local Lender or the Employer by submitting a proposed amendment in writing to the other party and agreement of that party to the amendment.

IV. COST ALLOCATION/RESOURCE SHARING

Local Lender will be responsible for preparation of the loan documents and for administrative and overhead expenses incurred by Local Lender. Local Lender shall be responsible for submitting all necessary progress reports to its Board of Directors or other governing body and shall track all expenditures, for provision of the necessary checks and balances.

V. TERMS OF UNDERSTANDING

This MOU may be reviewed at any time to ensure that it is fulfilling its purpose.

VI. MODIFICATION/TERMINATION

This MOU constitutes an agreement between the parties hereto. This MOU may be modified only by mutual written consent of the parties, pursuant to the issuance of a written amendment, signed and dated by the parties.

Either party to this MOU may terminate its participation in this MOU by providing at least 30 days' prior written notice of intent to terminate. In such case, termination by one or more of the parties to this MOU does not alter any surviving terms or obligations of the other party to this MOU.

VII. DISCLAIMER

Employer shall not be deemed an agent of Local Lender, and there is no joint venture formed between Local Lender and Employer.

VIII. AUTHORIZATION

On behalf of the organization I represent, I wish to sign this MOU and contribute to the further development of the Program.

LOCAL LENDER:

_____
Signature of Local Lender's Representative

_____
Date

Marie Morse_____
Printed Name

Executive Director_____
Title

EMPLOYER:

_____
Signature of Employer's Representative

_____
Date

_____
Printed Name

_____
Title

Version: 8.14.2017

TIPPECANOE COUNTY, INDIANA
ADDITIONAL TERMS AND CONDITIONS

The attached and forgoing **Employer Memorandum of Understanding** between **The Board of Commissioners of Tippecanoe County** (County) and **Community Loan Center of West Central Indiana** (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.

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.

Indemnification - Contractor shall indemnify and hold County, and its agents, officers and employees from and against any and all losses, claims, demands, judgments, costs, and expenses arising out the performance of this Agreement. County shall not provide such indemnification to Contractor. This indemnification agreement includes, but is not limited to, any claim or purported claim against County arising out of a loan or promissory note entered into between Contractor and County's employees.

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.

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.

Certification of Eligibility under IC 22-2-6-2 - Contractor acknowledges that the Memorandum of Understanding contemplates certain wage deductions made by County from the wages of County’s Employees with remittance of said deductions to Contractor. Contractor hereby certifies that such deductions constitute an assignment of wages for an eligible purpose under IC 22-2-6-2(b), specifically IC 22-2-6-2(b)(10): “Payment to any person or organization regulated under the Uniform Consumer Credit Code (IC 24-4.5) for deposit or credit to the

employee's account by electronic transfer or as otherwise designated by the employee."

ACCEPTED:

TIPPECANOE COUNTY
20 N. 3rd St.
Lafayette, IN 47901

By:_____

Title:_____

Date:_____

ACCEPTED:

COMMUNITY LOAN CENTER OF WEST CENTRAL INDIANA
671 N. 36th Street
Lafayette, Indiana 47905

By:_____

Title:_____

Date:_____

G:\forms\COUNTY\Contracts\Community Loan Center of West Central Indiana\2020-03-25 Additional Terms and Conditions.wpd

EXHIBIT A
EMPLOYEE CONSENT TO PAYROLL DEDUCTION
(Assignment of Wages to Community Loan Center of West Central Indiana)

I, _____, ("Employee") hereby authorize Tippecanoe County ("Employer") to deduct wage payments in accordance with my payroll period beginning on _____ (Commencement Date) or the soonest payroll date thereafter on which Tippecanoe County is reasonably able, administratively, to comply with this authorization.

Please deduct $_____ per payroll period and remit said deduction to Community Loan Center of West Central Indiana ("Lender") on my behalf as payment toward a certain Promissory Note owed by me to Lender.

This consent to payroll deduction is an assignment of wages within the meaning of IC 22-2-6-2 and, pursuant to that provision, this assignment is revocable at any time by me upon written notice by me to Tippecanoe County.

This consent to payroll deduction is a payment to Lender which is a person or organization regulated under the Uniform Consumer Credit Code (IC 24-4.5) for deposit or credit to Employee's Account with Lender as permitted under IC 22-2-6-2(b)(10).

I understand that Tippecanoe County makes no representation, guarantees, or warranties with respect to Lender, that Tippecanoe County is not a partner or in a joint venture with Lender, and that any agreement I make with Lender is done at my own risk. I further agree to hold Tippecanoe County harmless from claims arising out of such agreement.

AGREED TO:

_____
Employee name: printed.

_____ _____
Employee signature Date

_____
Lender representative: printed.

_____ _____
Lender representative signature Date

Tippecanoe County acknowledges receipt of this Consent to Payroll Deduction and hereby agrees to make such deductions and remit them to Lender.

_____ _____

By _____ Date
on behalf of Tippecanoe County

IC 22-2-6 Chapter 6. Wage Deductions

22-2-6-1 Definitions
22-2-6-2 Assignment of wages; requisites
22-2-6-3 Validation of deductions
22-2-6-4 Overpayment by employer

IC 22-2-6-1 Definitions

Sec. 1. (a) Any direction given by an employee to an employer to make a deduction from the wages to be earned by said employee, after said direction is given, shall constitute an assignment of the wages of said employee.

(b) For the purpose of this chapter, the term "employer" shall also include the state and any political subdivision of the state.

Formerly: Acts 1945, c.183, s.1; Acts 1965, c.301, s.1. As amended by P.L.144-1986, SEC.10; P.L.143-1988, SEC.2.

IC 22-2-6-2 Assignment of wages; requisites

Sec. 2. (a) Any assignment of the wages of an employee is valid only if all of the following conditions are satisfied:

(1) The assignment is:

(A) in writing;

(B) signed by the employee personally;

(C) by its terms revocable at any time by the employee upon written notice to the employer; and

(D) agreed to in writing by the employer.

(2) An executed copy of the assignment is delivered to the employer within ten (10) days after its execution.

(3) The assignment is made for a purpose described in subsection (b).

(b) A wage assignment under this section may be made for the purpose of paying any of the following:

(1) Premium on a policy of insurance obtained for the employee by the employer.

(2) Pledge or contribution of the employee to a charitable or nonprofit organization.

(3) Purchase price of bonds or securities, issued or guaranteed by the United States.

(4) Purchase price of shares of stock, or fractional interests in shares of stock, of the employing company, or of a company owning the majority of the issued and outstanding stock of the employing company, whether purchased from such company, in the open market or otherwise. However, if such shares are to be purchased on installments pursuant to a written purchase agreement, the employee has the right under the purchase agreement at any time before completing purchase of such shares to cancel said agreement and to have repaid promptly the amount of all installment payments which theretofore have been made.

(5) Dues to become owing by the employee to a labor organization of which the employee is a member.

(6) Purchase price of merchandise, goods, or food offered by the employer and sold to the employee, for the employee's benefit, use, or consumption, at the written request of the employee.

(7) Amount of a loan made to the employee by the employer and evidenced by a written instrument executed by the employee subject to the amount limits set forth in section 4(c) of this chapter.

(8) Contributions, assessments, or dues of the employee to a hospital service or a surgical or medical expense plan or to an employees' association, trust, or plan existing for the purpose of paying pensions or other benefits to said employee or to others designated by the employee.

(9) Payment to any credit union, nonprofit organizations, or associations of employees of such employer organized under any law of this state or of the United States.
(10) Payment to any person or organization regulated under the Uniform Consumer Credit Code (IC 24-4.5) for deposit or credit to the employee's account by electronic transfer or as otherwise designated by the employee.
(11) Premiums on policies of insurance and annuities purchased by the employee on the employee's life.
(12) The purchase price of shares or fractional interest in shares in one (1) or more mutual funds.
(13) A judgment owed by the employee if the payment:
(A) is made in accordance with an agreement between the employee and the creditor; and
(B) is not a garnishment under IC 34-25-3.
(14) The purchase, rental, or use of uniforms, shirts, pants, or other job-related clothing at an amount not to exceed the direct cost paid by an employer to an external vendor for those items.
(15) The purchase of equipment or tools necessary to fulfill the duties of employment at an amount not to exceed the direct cost paid by an employer to an external vendor for those items.
(16) Reimbursement for education or employee skills training. However, a wage assignment may not be made if the education or employee skills training benefits were provided, in whole or in part, through an economic development incentive from any federal, state, or local program.
(17) An advance for:
(A) payroll; or
(B) vacation;
pay.
(18) The employee's drug education and addiction treatment services under IC 12-23-23.

(c) The interest rate charged on amounts loaned or advanced to an employee and repaid under subsection (b) may not exceed the bank prime loan interest rate as reported by the Board of Governors of the Federal Reserve System or any successor rate, plus four percent (4%).

(d) The total amount of wages subject to assignment under subsection (b)(14) and (b)(15) may not exceed the lesser of:
(1) two thousand five hundred dollars ($2,500) per year; or
(2) five percent (5%) of the employee's weekly disposable earnings (as defined in IC 24-4.5-5-105(1)(a)).

(e) Except as provided under 29 CFR Parts 1910, 1915, 1917, 1918, and 1926, an employee shall not be charged or subject to a wage assignment under subsection (b)(14) or (b)(15) for protective equipment including personal protective equipment identified under 29 CFR Parts 1910, 1915, 1917, 1918, and 1926.

Formerly: Acts 1945, c.183, s.2; Acts 1947, c.330, s.1; Acts 1963, c.148, s.1; Acts 1975, P.L.251, SEC.1. As amended by P.L.143-1988, SEC.3; P.L.115-1994, SEC.1; P.L.83-2001, SEC.1; P.L.193-2015, SEC.2; P.L.136-2018, SEC.110; P.L.195-2018, SEC.10; P.L.147-2019, SEC.1.

IC 22-2-6-3 Validation of deductions

Sec. 3. (a) All deductions made before July 1, 1988, by an employer from the wages of an employee, at the request of the employee, or without the objection of the employee, provided the amount so deducted was either retained by the employer and credited upon an indebtedness owing to the employer by the employee, or paid by the employer in accordance with the request of the employee, or without the employee's objection, are hereby legalized,

and no action shall be brought or maintained against the employer to recover from the employer the amount so retained or paid.

(b) All deductions made before the effective date of this subsection, as added by SEA 99-2019, by an employer from the wages of an employee for the rental of uniforms, shirts, pants, or other job-related clothing, pursuant to an agreement that meets the requirements of section 2(a)(1) and 2(a)(2) of this chapter, provided the amount so deducted was either:

(1) retained by the employer and credited upon an indebtedness owing to the employer by the employee; or

(2) paid by the employer;

are hereby legalized, and no action shall be brought or maintained against the employer to recover from the employer the amount so retained or paid.

Formerly: Acts 1945, c.183, s.4. As amended by P.L.143-1988, SEC.4; P.L.147-2019, SEC.2.

IC 22-2-6-4 Overpayment by employer

Sec. 4. (a) If an employer has overpaid an employee, the employer may deduct from the wages of the employee the amount of the overpayment. A deduction by an employer for reimbursement of an overpayment of wages previously made to an employee is not a fine under IC 22-2-8-1 or an assignment of wages under section 2 of this chapter. An employer must give an employee two (2) weeks notice before the employer may deduct, under this section, any overpayment of wages from the employee's wages.

(b) An employer may not deduct from an employee's wages an amount in dispute under IC 22-2-9-3.

(c) The amount of a wage deduction made by an employer under subsection (a) is limited to the following:

(1) Except as provided in subdivision (2), the maximum part of the aggregate disposable earnings of an employee for any work week that is subjected to an employer deduction for overpayment may not exceed the lesser of:

(A) twenty-five percent (25%) of the employee's disposable earnings for that week; or

(B) the amount by which the employee's disposable earnings for that week exceed thirty (30) times the federal minimum hourly wage prescribed by 29 U.S.C. 206(a)(1) in effect at the time the earnings are payable.

In the case of earnings for a pay period other than a week, the earnings must be computed upon a multiple of the federal minimum hourly wage equivalent to thirty (30) times the federal minimum hourly wage as prescribed in this section.

(2) If a single gross wage overpayment is equal to ten (10) times the employee's gross wages earned due to an inadvertent misplacement of a decimal point, the entire overpayment may be deducted immediately.

As added by P.L.215-1995, SEC.1.

Commissioner

MAR 24 2020

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
20-02	3/13/20	Memorial Presbyterian Church *Remodel Entry & Replace Existing Stairs*	731 Walnut Street			Sheffield	79-12-09-100-004.000-013
20-03	3/9/20	Wayne Blacker *Demo existing mobile home*	9309 Main Street			Lauramie	79-16-23-382-010.000-008
20-04	3/24/20	Leighton Burgess *Demo Existing House & Garage*	104 Jefferson Street			Tippecanoe	79-03-23-280-021.000-019
38911	3/3/20	Ralph & Shirley Linder *replace existing 10x30 porch*	8507 S 350 E	3 & 4	Concord 2-21-4	Lauramie	110-05600-0032 79-15-02-401-002.000-007
38912	3/3/20	Dave Stout *18x36 inground pool w/dive & auto cover/no slide*	107 Stratford Ct	25	Sheffieldl 18-22-4	Wea	144-02106-0216 79-11-18-276-007.000-030
38913	3/3/20	Jeff Lee Builders *2 story/unfinished basement/AG/no deck/open porch*	5295 Prophets Rock Rd	2	Mauch Major 27-24-4	Tippecanoe	79-03-27-300-006.000-017
38914	3/3/20	Tippecanoe County Courthouse *multi floor remodel/9218 sqft*	301 Main St			Fairfield	156-06400-0499 79-07-20-459-001.000-004
38915	3/3/20	Milestone Contractors *Stockpile for fill of Borrow Pit*	3619 N 500 E		6-23-3	Perry	79-08-06-100-002.000-009
38916	3/4/20	Rob & Lindsay Ford *20x30 pole barn*	8041 N 100 W		7-24-42	Tippecanoe	79-03-07-300-007.000-017
38917	3/4/20	Jordan Custom Homes *1 story/slab/AG/no deck or porch*	4705 Leeward Ln	18	Concord Ridge 14-22-4	Wea	79-11-14-403-006.000-030
38918	3/4/20	Michael Sandry *fill to raise above flood*	10440 E 250 N		12-23-3	Perry	79-08-12-200-009.000-009
38919	3/4/20	Scion / Red Point Apt *permanent ID sign/Red Point*	2900 Snowdrop Dr		11-23-5	Wabash	134-06818-0015 79-06-11-151-004.000-023
38920	3/5/20	JC Prater *Deck*	2318 Flowering Crab Dr W	4	Farmington 12-23-4	Fairfield	106-04912-0012 79-07-12-351-017.000-003
38921	3/6/20	Mann Brothers Holdings / Friendly *50x100 commercial building/gas station*	4601 Dale Dr	10	52 S Industrial 11-22-4	Wea	146-05000-0680 79-11-12-452-007.000-031
38922	3/9/20	Ben & Donna Rector *40x72 pole barn*	2712 N 825 W		11-23-6	Shelby	120-02800-0037 79-05-11-200-001.000-014
38923	3/9/20	Len Seward *36x40 pole barn w/8x36 open porch/200amp service*	1501 E 750 S		33-22-4	Wea	144-03600-0273 79-11-33-300-011.000-030
38924	3/9/20	Angela Goggans *foundation/slab repair*	46 Hillside Ct	46	Westwood 8-23-5	Shelby	122-07201-0027 79-06-08-452-002.000-015

PERMITS ISSUED BETWEEN 03/01/2020 - 03/24/2020

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
38925	3/9/20	Richard McDaniel *replace deck*	627 Shady Creek Dr	15	Wildcat Valley Estates	Fairfield	102-00612-0018 79-07-24-102-001.000-001
38926	3/10/20	Milakis Homes *1 story/slab/AG/no deck/open porch*	297 Foal Dr	89	Auburn Meadows 31-24-4	Wabash	79-03-31-251-031.000-023
38927	3/10/20	Jordan Custom Homes *2 story/unfinished basement/AG/no deck/open porch*	472 Gainsboro Dr	60	Oak Ridge 29-24-4	Tippecanoe	79-03-29-401-033.000-018
38928	3/10/20	Jordan Custom Homes *1 story/slab/AG/no deck or porch*	8401 Division Rd	6	Ravines 26-23-6	Shelby	79-05-23-400-003.000-014
38929	3/10/20	Bill & Amee Smith *Fire repair*	6917 Baldwin Dr E		22-24-4	Tippecanoe	124-03500-0177 79-03-22-226-004.000-017
38930	3/10/20	Jason & Jaime Brown *Fill in pool*	7533 E 300 N		9-23-3	Perry	79-08-09-201-001.000-009
38931	3/11/20	KHI *1 Story/Slab/AG/open porch/no deck*	4583 Beringer Drive	26	Hickory Ridge 16-22-4	Wea	79-11-16-429-006.000-031
38932	3/12/20	Kirk Miller *30x72 pole barn*	9602 US231 N		6-24-5	Shelby	120-01300-0085 79-02-06-100-003.000-014
38933	3/12/20	Keri Fleck *27' above ground pool w/ladder*	30 E 1050 S	4	Romney Ridge 17-21-4	Randolph	116-00802-0040 79-15-11-710-001.500-001
38934	3/13/20	Daniel & Jessica Gonzales *basement remodel/add bathroom*	6030 Wildlife Ridge S		26-22-6	Wayne	140-02900-0573 79-09-26-100-006.000-024
38935	3/16/20	Tippecanoe County Fairgrounds *Demo Coliseum*	1406 Teal Rd		33-23-4	Fairfield	79-07-33-176-002.000-004
38936	3/16/20	Shari Warren *14x36 inground pool w/auto cover/no slide or dive*	5414 Shootingstar Ln		Meadowgate 28-24-4	Tippecanoe	124-04000-0095 79-03-28-300-011.000-017
38937	3/16/20	Brett Gibson *16x41 inground pool w/auto cover/no slide or dive*	1173 Parview Dr	14	Greens	Wabash	132-02010-0146 79-06-15-477-006.000-022
38938	3/19/20	Jill & Steven Bunch *open porch addition*	4300 Zanik Ln	5	Molter SD 36-22-4	Wea	144-03902-0059 79-11-36-326-005.000-030
38939	3/23/20	Mike & Lisa Harlow *sunroom addition*	4819 Pleasant Valley		9-23-5	Wabash	132-01400-1230 79-06-09-151-002.000-022
38940	3/24/20	Michael Margeson *Basement Egress Window*	1921 Burgess Drive	151	Green Meadows 15-23-5	Wabash	134-07209-0097 79-06-15-231-011.000-023
38941	3/24/20	Majestic Custom Homes *1 Story/Slab/AG/no deck or porch..... Demo Existing House*	7413 E 975 N		4-24-3	Tippecanoe	124-00400-0230 79-04-04-100-005.000-017

TIPPECANOE COUNTY BUILDING COMMISSION

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Permit	Date	Property Owner *Improvement*	Address	Lot	Subdivision	Township	Key Number State Key Number
38942	3/24/20	Mike Sandry *2 Story/Unfinished Basement/AG/open porch/deck/*	10440 E 250 N		12-23-3	Perry	112-01200-0507 79-08-12-200-009.000-009
38943	3/24/20	Matt & Melissa Orton *16x28 Pool House w/bath*	830 Cliffside Ct			Perry	79-08-20-126-011.000-009
38944	3/24/20	Jeff Lee Builders *2 story/unfinished bsmt/AG/2 decks/2 open porches*	1017 E 800 N		Scat Lot 16-24-4	Tippecanoe	124-02900-0667 79-03-16-100-014.000-017
E10983	3/4/20	Lisa Harlow *upgrade to 200amps*	4767 / 4769 Pleasant Valley Dr		9-23-5	Wabash	132-01400-1405 79-06-09-151-006.000-022
E10984	3/4/20	TSC - Dayton School *Re-energize 600amp meter*	252 Conjunction St		4-22-3	Sheffield	154-07600-0210 79-12-04-368-005.000-013
E10985	3/5/20	Jerry & Carrie Tignor *Upgrade to 400amp Service*	6100 N 1000 E		23-24-3	Washington	138-01600-0276 79-04-23-400-007.000-027
E10986	3/10/20	Amy Rauccio *re energize 200amp service*	2617 Margesson Crossing	1	Benjamin Crossing 15-22-4	Wea	146-05306-0692 79-11-15-202-005.000-031
E10987	3/10/20	Andra Miller *upgrade to 200amps*	9417 Main St	2	Orig Plat 9-21-3	Lauramie	150-00100-0138 79-16-23-452-004.000-008
E10988	3/10/20	Reo of Indiana LLC *re-energize 200amp*	2305 E 600 N	40	Quail Ridge	Tippecanoe	148-04400-0148 79-03-27-128-008.000-019
E10989	3/10/20	Lorin J Cornell *Re-energize Service*	2116 E 950 S		10-21-4	Lauramie	110-04000-015 79-15-10-100-001.000-007
E10990	3/10/20	Shayne Delong *Re-energize Service*	1507 S 900 E		35-23-3	Perry	112-03500-0154 79-08-35-300-006.000-009
E10991	3/11/20	Scott Bihlmire *200amp TP*	3729 Gamble Ln		2-21-4	Lauramie	110-03800-0523 79-15-02-251-007.000-007
E10992	3/12/20	Kevin Clark *new 200amp service to barn*	10208 S 100 E		17-21-4	Randolph	116-00800-0394 79-15-17-200-006.000-011
E10993	3/13/20	Brian & Abigail Livingston *400amp TP*	6611 Wyandotte Rd		20-22-3	Sheffield	79-12-46-760-030.000-012
E10994	3/16/20	Rick Kosdnosky *200amp generator*	200 Rosa Ln		18-23-3	Perry	112-01800-0336 79-08-18-226-002.000-009
E10995	3/16/20	Brian Beyer *new 200amp service to pole barn*	8822 N 100 W	1	Nicholas Deerwood	Tippecanoe	124-04701-0010 79-02-12-226-001.000-017
E10996	3/19/20	Rob & Jennifer Weston *replace meter & panel/200amp*	8322 N 1000 E		11-24-3	Washington	138-00500-0078 79-04-11-400-001.000-027

TIPPECANOE COUNTY BUILDING COMMISSION

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Permit	Date	Property Owner *Improvement*	Address	Lot	Subdivision	Township	Key Number State Key Number
E10997	3/24/20	William Westfall *repair 200amp service to pole barn*	8700 SR 43 N		9-24-4	Tippecanoe	124-02200-0620 79-03-09-200-022.000-017
E10998	3/24/20	Bob Hess *install generator switch/200amp*	676 Spinnaker Trace	17	Raineybrook	Wea	144-02124-0010 79-11-18-178-001.000-030
E10999	3/24/20	Patric & Peggy O'Neil *replace panel/200amp*	6300 W 400 S		7-22-5	Wayne	140-00300-0104 79-10-07-400-003.000-028

Permit Count: 54

WEIGHTS AND MEASURES MONTHLY REPORT

State Form 44196 (R2/10-99)

Indiana Division of Weights & Measures
2525 N Shadeland Ave., Ste D3, Indianapolis, Indiana 46219-1791
*Office: (317) 356-7078 * Fax: (317) 351-2878*
www.in.gov

INDIANA
A State that Works

Inspector: James M. Wolf Jurisdiction: Tippecanoe County Date: 16-Feb to 15-Mar 2020

	STATISTICAL			
INSPECTION ACTIVITIES	Correct	Rejected	Confiscated	TOTAL
SCALES				
Vehicle - State Police				0
Vehicle - State Inspection				0
Vehicle - City or County	1			1
Railroad Scales	1			1
Belt Conveyor Scales				0
Livestock Scales				0
Portable & Dormant Scales	17			17
Hopper Scales				0
Computing Scales	143	1		144
Suspension Scales	5			5
Prescription Scales	32			32
Gram Scales	1			1
Non-Commercial Scales				0
MEASURING DEVICES				
LPG Meters				0
CNG Meters				0
Vehicle Truck Meters				0
Gasoline, Kerosene, Diesel Tests	1			1
High Flow Diesel Tests				0
Mass Flow Meters				0
Taxi Meters	3			3
Timing Devices				0
CALIBRATIONS AND TESTS				
Commercial Weights				0
Prescription Weights	291			291
Wheel Weighers				0
Test Weights	18			18
Liquid Measures				0
Linear Measures				0
Miscellaneous				0
OTHER ACTIVITIES				
Packages Checked				0
Packages Controlled				0
LP Gas Cylinders				0
Octane samples				0
Measuregraphs				0
Misc. Determinations				0
GRAND TOTAL	513	1	0	514

NARRATIVE

(Explain Miscellaneous Tests and Activities)

Truck US Agg (1)
RR Cargill(1)
P&D Bennetts(1)-Laf Hdwr-(4)-Staples(1)-Alum Can(2)-TSC(1)-AmeriGas(2)-GotBrick(1)-PURecycling(1)-PenceGoup(2) Wolfe's Campground(1)-Lafa Travel Trailer (1)

Comp Payless Grnbush(34)-Rachelle(1)-Frans Café(3)-Fresh Thyme (13)-TSC(2)-RK(2)-BetterWorld(5)-GreyHouse(3)-RedMango(1) LaVIlage(2)-AsaMarket(5)-WolfsChoc(2)-WldBrd(1)-FedExO(1) Jalisco(2)-IndianInter(1)-LaFiesta(2)-LaChiq(2)-LaTapatia(6) Walmart350(47**+1FAIL)-Retest(1)**-LaPlaza(4)-LaZec(2)-PinkWalrus(2)-PenceGroupForklift(1)

Rx CVS Salem(1)-Walgreens 18th(2)-Payless Rx Grnbush(1) Walgreens Creasy(2)-Fran Rx(2)-ValleyOakes(2)-IURx(2) HomeHealthRx(1)-CustomPlusRx(4)-IndVetRx(1)-ParksdeRx(3) Walmart350Rx(1)CVS231(2)-CVSNorthWstrn(1)-CVS50(2)-CVS S18th(1)-PURx(2)-PUVEtRx(2)

Susp Fresh Thyme (5) ESTIMATE ONLY-
Gas JB Battleground(1)
Gram PenceGroup(1)
Taxi Chaney's Magic Cab(3)

RxWgt CVS Salem(17)-Walgreens 18th(1)-Walgreens Creasy(2)-Fran (23)-ValleyOakes(10)-HomeHealthRx(22)-IndVetRx(14) CustomPlusRx(31)-CVS231(22)-CVS(25)-IURX(19)-CVS S18th(25)-PURx(28)-PUVETRx(54)-

Test Wgts AmeriGas(10)-Got Brick(4)-Pence Group (4)

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SCALES				
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Vehicle - State Inspection				0
Vehicle - City or County	1			1
Railroad Scales	1			1
Belt Conveyor Scales				0
Livestock Scales				0
Portable & Dormant Scales	17			17
Hopper Scales				0
Computing Scales	143	1		144
Suspension Scales	5			5
Prescription Scales	32			32
Gram Scales	1			1
Non-Commercial Scales				0
MEASURING DEVICES				
LPG Meters				0
CNG Meters				0
Vehicle Truck Meters				0
Gasoline, Kerosene, Diesel Tests	1			1
High Flow Diesel Tests				0
Mass Flow Meters				0
Taxi Meters	3			3
Timing Devices				0
CALIBRATIONS AND TESTS				
Commercial Weights				0
Prescription Weights	291			291
Wheel Weighers				0
Test Weights	18			18
Liquid Measures				0
Linear Measures				0
Miscellaneous				0
OTHER ACTIVITIES				
Packages Checked				0
Packages Controlled				0
LP Gas Cylinders				0
Octane samples				0
Measuregraphs				0
Misc. Determinations				0
GRAND TOTAL	513	1	0	514

NARRATIVE

(Explain Miscellaneous Tests and Activities)

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Test Wgts AmeriGas(10)-Got Brick(4)-Pence Group (4)