



## TriCo Regional Sewer Utility

www.TriCo.eco Phone (317) 844-9200 Fax (317) 844-9203

### Board of Trustees Meeting Agenda

**Monday, May 11, 2020 @ 4:30 p.m.**  
**John W. Hensel Government Center**  
**10701 N. College Avenue, Indianapolis, IN 46280**  
**By Video Conference per EO 20-09**

### TriCo Board of Trustees May 11, 2020 Meeting

Mon, May 11, 2020 4:30 PM - 5:30 PM (EDT)

**Please join the meeting from your computer, tablet or smartphone.**

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- 1. Roll Call**
- 2. Public Comment**
- 3. Approval of Meeting Memorandum**
  - a. Board Meeting April 13, 2020
- 4. Approval of Claims Docket**
- 5. Attorney's Report**
- 6. Utility Director's Report**
- 7. Committee Reports**
  - a. Personnel & Benefits Committee
    - i. Operator Position
  - b. Budget & Finance Committee
    - i. First Reading of Rate Ordinance 05.11.2020
    - ii. Proposed Fee for Carmel Phosphorus Removal
  - c. Capital & Construction Committee
    - i. Temporary Service Agreement with Citizens
    - ii. Resolution No. 2020-3 – Intergovernmental Transfer of Property Interests
    - iii. Hensel Government Sales Agreement

d. Office Construction Committee

**8. Old Business**

**9. New Business**

**10. Adjourn**



## BOARD OF TRUSTEE MEETING

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Monday, April 13, 2020 4:30 p.m.

### Memorandum

This meeting was conducted virtually using GoToMeeting

Mr. Mills called the meeting to Order at 4:32 p.m.

### **ROLL CALL**

Present: President Carl Mills, Vice President Steve Pitman, Treasurer Jane Merrill, Secretary Michael McDonald, members, Jeff Kimbell, Eric Hand, Chuck Ryerson and Jeff Hill. Others in attendance were Legal Counsel Anne Poindexter, Utility Director Andrew Williams, Engineering Manager Wes Merkle, Plant Superintendent Scot Watkins, Controller Cindy Sheeks and Administrative Assistant Maggie Crediford. Representatives for the Byrum Citizens project Tim Huston with Highlands Latin School and Attorney Keith Beall representing the Byrums.

Member Barb Lamb was absent.

### **Public Comment**

There were no public comments

### **Approval of Meeting Memorandum**

#### **Board Meeting March 9, 2020**

Ms. Merrill made a motion to approve the March 9, 2020 Board Meeting Memorandum. Mr. Kimbell seconded the motion and it was approved unanimously.

#### **Special Board Meeting March 16, 2020**

Ms. Merrill made a motion to approve the March 16, 2020 Board Meeting Memorandum. Mr. McDonald seconded the motion and it was approved unanimously.

### **Approval of Claims Docket**

Ms. Sheeks said the first payment from the bond proceeds was made in the amount of \$313,000 to Thieneman.

Mr. McDonald made a motion to approve the claims docket. Ms. Merrill seconded the motion and it was approved unanimously.

### **Attorney's Report**

Mrs. Poindexter said she is working on the Dow easement. She has received a response from a local DOW attorney. However, there was language in their document that referenced Michigan statutes regarding property. Mrs. Poindexter has asked for any Michigan references to be removed. Mrs. Poindexter said the only other information she has for the Board is regarding the Citizens Byrum matter.

### **Utility Director's Report**

Mr. Williams said Jeff Martin had been with the Utility for 30 years on April 1st. The staff will celebrate with Jeff when everyone returns to the office. Currently TriCo has employees working in the office, the field and at home. Some employees have requested to use pandemic leave to help care for their children who are out of school. Mr. Williams said during the windstorm last week ten lift stations lost power. The Utility has portable generators that were taken around to the different lift stations. The system fared well and there were no overflows. The Plant and Office projects are moving along. The contractors are busy. The front office walls and the parking lot are gone. Interior walls are going up. Materials have been delivered for the plant project and large holes are being dug. The foundation for the RAS pump building is being poured. There are many workers onsite. They have been given the directive to practice social distancing from TriCo employees and are not allowed to enter buildings housing TriCo staff without an appointment. The Utility has not seen a slow down during the pandemic.

### **Committee Reports**

#### **Personnel & Benefits Committee**

The Personnel & Benefits Committee did not meet.

#### **Budget & Finance Committee**

Ms. Merrill asked if the Customer Service Department came up with something to say to customers asking for deferrals on payments.

Ms. Sheeks said the customer service staff has been instructed to let customers know that TriCo will not be assessing late fees and will try to work with them going forward. Eight customers have reached out expressing concerns about making their payments.

#### **Banking Resolution**

Ms. Merrill made a motion to approve the Citizens State Bank Public Fund Banking Resolution 2020-01, a resolution designating check signatories. Mr. Kimbell seconded the motion and it was unanimously approved.

#### **Check Signing Policy Resolution**

Ms. Merrill made a motion to approve the Check Signing Policy Resolution 2020-02, allowing Carl Mills to approve claims and Andrew Williams to sign checks if the Board cannot meet. Mr. McDonald seconded the motion and it was unanimously approved.

#### **Capital & Construction Committee**

Mr. Pittman made a motion to accept the dedication of sanitary sewers at The Green on Meridian and Ansley Park. Mr. Hand seconded the motion and it was unanimously approved.

#### **Citizens/Byrum Sewer Service Agreement**

Mrs. Poindexter said the Capital and Construction Committee instructed Mr. Williams, Mr. Merkle, and her to work with the parties to see if they could finalize an agreement to present to the Board. If the Board meeting was a day later, she believes there would be a term sheet agreeable to all parties. There is one area that needs to be tweaked. She believes a complete

agreement is coming. It will be a temporary service agreement proposal for TriCo to serve the property as its customer for ten years. If after ten years Citizens is not able to service the property, it will become a permanent customer of TriCo. If Citizens can service the property within ten years it will then transfer to Citizens.

Mr. Williams said he believes the parties are very close to an agreement. The next step will be to bring a full agreement in front of the Board at the next meeting

Mr. Pittman asked if the school is satisfied with the terms of the agreement. Mr. Huston said they are.

Mr. Mills asked if there is a need to have a special meeting for approval.

Mr. Huston said anything to move forward would be helpful to the school. They need to begin their capital campaign. Mr. Huston said it is his understanding that a full agreement when reached will need to be brought back to the Board for approval. Mrs. Poindexter confirmed the full agreement will need to come before the Board for approval. Mrs. Poindexter said the Board could authorize approval of the proposal to Mr. Williams and herself, subject to the full agreement being approved at next month's Board meeting.

Mr. Hill asked if the term sheet had been agreeable to all parties at this meeting, would it have been approved tonight and then the full agreement would be brought before the Board next month for approval? Mrs. Poindexter said it would come back to the Board next month with a full agreement, subject to the terms of the proposal being acceptable to all parties. She explained the agreement will be a ten-year term for TriCo to service the Byrum parcel. If Citizens is not able to service the property within ten years it will become a permanent part of TriCo's service area. If sewers are not constructed on the property within three years, the terms are void. Byrum or the school will pay all of TriCo's fees. Citizens will pay no costs or fees. If Citizens can provide service to the property within the 10-year period, TriCo will get a six-month advance notice, and transfer onsite infrastructure to Citizens at no cost. The agreement does not include extending service to any other customers and is subject to all required approvals including those needed from the City of Westfield.

Mr. Pittman asked what should be done with the Citizens/Byrum proposal today.

Mr. Williams said he would suggest letting the parties get through the terms sheet and then bring the full agreement back to the Board next month for approval.

Mr. Mills asked Mr. Pittman if Westfield's approval is running parallel to TriCo's or are they waiting on TriCo's approval before they consider the project. Mr. Pittman was unsure.

Mr. Beall said the City of Westfield is aware. It will be up to Citizens to get the City of Westfield on board with the agreement. He does not believe they anticipate any problems with that. They have been keeping the City of Westfield up to date on the progression of the negotiations.

Mr. Williams said he believes Ed Bukovac would be responsible for helping obtain approval from the City of Westfield.

Mr. Mills tabled a decision on the Byrum/Citizens project and sent the matter back to the C&C Committee.

### **#2003 Neighborhood Sewer Extension Design Services**

Mr. Pittman made a motion to approve the #2003 Neighborhood Sewer Extension Design Services Agreement extending service to the neighborhoods of Wood Haven, Timber Ridge, Williams Creek Farms and the remaining parts of Lakewood Garden and approve the professional services agreement to GRW in an amount not to exceed \$56,510. Mr. Hand seconded the motion and it was approved unanimously.

### **#1902 Construction Inspection Services**

Mr. Pittman made a motion to approve the professional services agreement to GRW in an amount not to exceed \$164,000. Mr. Hill seconded the motion and it was approved unanimously.

### **#1910 A/V Equipment**

Mr. Pittman made a motion to approve the agreement with Ultimate Technologies Group to provide and install new A/V equipment in the amount of \$26,780. Mr. Kimbell seconded the motion and it was approved unanimously.

### **Office Construction Committee**

Mr. Mills said the Office Construction Committee did not meet.

### **Old Business**

#### **Government Center Office Purchase Agreement**

Mrs. Poindexter said she emailed the Clay Township Trustee's legal counsel, but she has not received a response from him. Mrs. Poindexter asked Mr. Williams if he has spoken to the Township Trustee. Mr. Williams said Mr. Callahan has not been in the office. Mr. Williams will check with Debbie in the Trustee's Office to see if he can get a response.

### **New Business**

#### **I&I Fee Waiver Request**

Mr. Williams said this customer was discussed by the Board a couple of months ago. At that time, the Board took action and asked the staff to assess a \$100 per day fine to the property until the issue was resolved. The homeowner was able to disconnect the sump pump from TriCo's system, but it was several days beyond the January 1, 2020 deadline. The customer is asking the Board to waive the \$700 fee they incurred. In the past the Board has suspended such fees if there are no other violations for a year. The customer paid to disconnect from the system it is unlikely they would pay to have it reconnected.

Mr. McDonald asked if the disconnection was inspected and confirmed by TriCo's staff. Mr. Williams said they have inspected it and the customer paid an additional \$100 reinspection fee to have it inspected.

Mr. Mills asked if a decision needs to be made at this meeting.

Mr. Williams said the Customer Service Department is holding the bill until a decision is made

Mr. Kimbell asked Mr. Williams what his recommendation would be.

Mr. Williams recommended waiving the \$700 and hold it in abeyance for six-months to one year. The fee will go away if there are no further violations.

Ms. Merrill asked if the Utility would reinspect the property to be sure it was still disconnected. Mr. Williams said the Utility can do a follow up inspection in a year.

Mr. Hill said the property owner most likely would not spend the money to reconnect to the system. Mr. Merkle said the cost of the repair was \$4000 and agreed it is unlikely the homeowner would pay to have it reconnected.

Mr. Hill said he is amenable to waiving the fee. The customer had no idea they were connected to the system and had a hard time getting a contractor to complete the work.

Mr. Kimbell made a motion to waive the \$700 fee assessed to Matt Long with no follow up required. Mr. Hill seconded the motion and it was approved unanimously.

Ms. Merrill said Mr. Long's letter indicated that he was given a list of contractors, some of whom were not in business. Mr. Williams said the Utility does not recommend contractors, rather provides a list of all contractors that have provided the Utility a Certificate of Insurance to work within the system. The contractor list must not have been updated. Ms. Merrill said she would like the list updated so this doesn't happen in the future.

Mr. Mills said he would like to thank the office staff for working efficiently doing rotations and working seamlessly during these unusual circumstances. He thanked them for their dedication to keep things going. Mr. Mills also thanked the Board members for accommodating the 4:30 p.m. meeting time since most everyone is working from home.

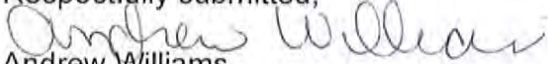
### **Adjournment**

Ms. Merrill made a motion to adjourn the meeting. Mr. Kimbell seconded the motion and it was approved unanimously.

The meeting adjourned at 5:10 p.m.

The next Board of Trustees Meeting is scheduled for Monday, May 11, 2020 at 6:00 p.m.

Respectfully submitted,

  
Andrew Williams  
Utility Director

Approved: 5.11.2020

\_\_\_\_\_ as Presented  
\_\_\_\_\_ as Amended

\_\_\_\_\_  
Michael McDonald, Secretary

\_\_\_\_\_  
Carl Mills, President



# The TriCo Connection

Volume 13 Issue 5 May 2020

## MONTHLY NEWSLETTER

### CUSTOMER SERVICE – SHELLY KEEFE

Ninety-one liens were filed for \$13,810. These delinquent accounts predate the pandemic and are being filed to protect TriCo's position. The total lien balance is \$37,820.64, which up from \$23,140 in April 2019.

In April 2020, 18 new customers were added to billing and 10 permits were issued. This is a substantial decrease from April 2019 when 36 new customers were added and 40 permits were issued. The March year to year numbers were closer with 18 new customers in both 2019 and 2020, and 31 permits in 2019 and 24 permits in 2020. Hopefully, now that the State is opening back up, permits will pick up in May.

RPS Lockbox processing has proven efficient and has been running without issue.

### FINANCIAL UPDATE– CINDY SHEEKS

March 2020 Total Revenue was \$647,153 which is \$20,219 over the projected revenue. Residential sales were \$415,145 and 0.78% higher than budgeted. Commercial sales totaled \$185,263 which is 0.14% lower than budgeted and \$6,000 lower than February. Total operating expenses were \$484,888 in March which is 8.74% over the monthly budget and \$99,318 higher than February. Wages and benefits spending totaled \$185,007 and were over budget by \$1,720 during the month. Administration spending was \$77,408 in March and over budget by \$14,020. Treatment costs totaled \$183,472 which was over budget by \$16,622. Collection costs totaled \$39,001 in March which was \$6,601 over budget. Net income in March was \$58,692 after depreciation and amortization of CIAC and was under projections by \$18,749 for the month.

#### Spending Breakdown in March:

Wages	38.15%
Administration	15.96%
Treatment Costs	37.84%
Collection Costs	8.04%

Cash generated for March shows a net increase in all funds by \$434,150 in all funds except the bond proceeds account. Bond proceeds for plant expansion totaled \$312,580 in March. Other capital spending during the month which included spending for admin office construction, plant outfall, UV modules, fiber optics mapping, Haver Way and LS 14 elimination spending. Cash on hand at March 31, 2020 was \$34,199,452. The balances in the funds are listed below:

Operating	\$4,370,013
Interceptor	\$528,956
Plant Expansion	\$4,871,395
Operating Reserve	\$519,252
Reserve for Replacement	\$630,758
2020 Bond Funds	\$23,369,078

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#### Calendar of Events

May 11	Board Meeting	4:30 p.m.
May 22	B&F Meeting	7:30 a.m.
May 27	P&B Meeting	7:30 a.m.
June 1	C&C Meeting	4:30 p.m.

## CONSTRUCTION & ENGINEERING - WES MERKLE

Engineering staff completed 577 locates, 14 I&I inspections and 35 lateral inspections in April. There was one failed I&I inspection due to an improperly constructed cleanout. A total of 2,852 locate requests were received and reviewed. Construction activity in our service area continues to pick up despite the pandemic. Staff is doing a terrific job keeping things moving forward.

Nate has been very busy with locates and keeps on eye on many non-TriCo construction projects. Carmel Water and MetroNet have the most work going on in our service area. He is also monitoring construction activity at the plant. Brandon is back full time and assisting plant with pretreatment inspections (exterior grease traps only) and joining in the lab rotation to fill in for Shaun. I&I inspections remain light. Inspections for occupied homes are being postponed until Stage 4 of the State's Back on Track plan. Eric is observing deep sewer installation at the new Carmel Clay Elementary School on Clay Center Road. He had follow-up inspections for the short sewer extension off Michigan Road, the Rehab Hospital, and Zotec, as well as inspections for projects with expiring warranties.

Jeff continued to fill in for everyone at some point while they were out. He recently completed flow meter maintenance as well as downloaded and analyzed data. Jeff and Ryan continue monitoring Carmel Utilities water main installation project. Their crews and their inspector have been good about communicating and resolving sewer-related problems. Ryan continued driving several projects including the Lift Station 3 (116<sup>th</sup>/College) Force Main Relocation and Lift Station 14 (Austin Oaks) Parallel Force Main. Survey and design of this year's neighborhood sewer project is now underway where we will extend service to Lakewood Gardens, Williams Creek Farms, Woodhaven and Timber Ridge. Multiple commercial projects are moving through plan review and the next phase of Bear Creek subdivision is expected to be under construction shortly.

The relocated force main for Lift Station 3 is now complete and in service. Staff is working with legal counsel to secure remaining easements from DOW. We will proceed with bidding the Haver Way and Outfall Sewer projects late May-June.

## PLANT EXPANSION AND OFFICE PROJECT UPDATE - WES MERKLE

Plant contractor Thieneman continued excavating for two new clarifiers as well as the new RAS Pump Building. Approximately 6,000 cubic yards of excess dirt was stockpiled behind the Biosolids Building; this spoil will be used for backfill once the structures are complete. The rest of the dirt is being moved to the property south of the plant. Construction contractor Thieneman has an agreement with that property owner to clear his property and raise the grade using excess dirt from our jobsite. Several concrete pours were completed for the new RAS Pump Building. They are preparing two out of the three clarifier floor slabs. Crews began excavating for the new VLRs and will begin installation of process piping shortly as materials arrive on site. Construction is on schedule. The pandemic has had a limited impact on manpower and material delivery so far. Jack Hutchens with GRW began daily inspection work at the plant.

Construction contractor Alderson has installed reinforced concrete footings and foundation walls for the building addition. Alderson and staff continue to battle many issues related to existing building construction and unforeseen conditions, including unstable foundations, exterior block walls, and various utility systems in conflict with the work. Crews are backfilling foundation walls, working on under-slab utilities, installing HVAC equipment, and preparing to pour the addition floor slab. Delivery of steel framing was delayed two weeks to mid-May. Framing erection will proceed immediately once materials are on site. Expect progress to accelerate once framing and roofing are in place. Construction is 1-2 weeks behind schedule because of metal framing delivery; however, Alderson still expects to complete the project on schedule this fall.

Blackline continued to work with staff and local firms to identify furnishing needs. A show room visit with staff was postponed to May due to the pandemic. Once the furnishing selection is finalizing the purchase agreement will be presented to the Board for approval.

## TREATMENT – SCOT WATKINS

The WRRF staff started biannual oil changes with the Vertical Loop Reactor being the first unit to be completed. Taylored Systems started the re-termination of the existing plant fiber. It was discovered that many of the fiber cables were incorrectly labeled. In addition, we found that the loose-tube fiber optic cables had been incorrectly terminated. The original install did not include the use of break-out kits that are critical to the termination of loose-tube fiber optic cables to protect the delicate 125-micron strands of fiber from damage. Drawings and labeling will be updated once the project is complete. The effluent sampler has failed; the unit will be sent in for repair. A spare is being used in the meantime. The staff took delivery of the new Bobcat Toolcat. This will replace the aging skid steer and UTV.



FOG inspections had been suspended in April due to the COVID-19 pandemic. Fifty-three pump outs that have been logged and accounted for over 18,000 gallons of FOG being removed from interceptors before getting into our system this month.

The laboratory performed 493 CBOD5 tests, 246 Total Suspended Solids tests and 160 Phosphorus & Ammonia tests and 55 e Coli test. All annual EPA Discharge Monitoring Report – Quality Assurance Study (DMRQA) tests have been completed. Monthly Method Detection Limit (MDL) tests have also been completed.

Bob is responsible to selecting the IWEA's Stockholm Jr. Water Prize (SJWP) winner and has been reviewing applications and is working on an article for the upcoming Digester publication. The SJWP is the world's most prestigious award presented to a high school student for a water-research project. The Water Environment Federation (WEF) has coordinated the U.S. competition since its inception in 1997 and partners closely with their Member Associations (IWEA) to execute the program. More information may be found here: <https://www.wef.org/resources/for-the-public/SJWP/about-sjwp/>

## WRRF EXPANSION



Left: Crews have been working hard on both the WRRF expansion project and the office remodel. These pictures show the assembling of forms and rebar for the RAS Pump Building foundation walls, an aerial view of the progress on April 29.



Right: The completed foundation work for the new office space and pouring of concrete for the foundation walls.

## OFFICE BUILDING



## SAFETY UPDATE - LOREN PRANGE

TriCo had no reportable injuries and has gone 3,703 days without a lost time accident. No safety tailgates are being performed during social distancing. We have kept employees separated per CDC recommendations. Employees have been working remotely on Safety Plus web training. The monthly inspection of fire extinguishers and emergency lights have been completed.

The plant expansion has started and with the pandemic we have separated our three Operators into isolated workspaces to ensure continuous operations of the plant. The contractors on site have been instructed to not enter those workspaces and practice social distancing.

The staff has the needed PPEs and we have adequate supplies of disposable gloves and sanitizer to get us into June. One of our vendors has us listed as "Essential" and will supply disposable gloves when available.



## COLLECTIONS - AARON STRONG

Collections staff weathered two major electrical storms that took down power to ten lift stations throughout the utility. Staff was out in full force to bring the stations back on-line with an array of generators. Thankfully, power was restored quickly and all stations recovered with few exceptions. Lift Station 26 lost power the following day and Joe Hood worked throughout the weekend to rectify an issue with both pumps not running in bypass mode. The Utility took damage to fences at Lift Stations #21 and #26, both fences were repaired in-house.

Due to the COVID-19 pandemic, Collections rotated staff throughout the month of April. Staff was still able to perform essential and preventative maintenance duties to include the grouting of manhole chimneys, cleaning and televising of sewer mains and of course weekly lift station inspections.

A baffle was installed at Lift Station #11 to divert influent flow from cascading directly onto pump #2 thus preventing rag build up and cavitation. Two pumps were retired at Lift Station #22 after 20 plus years of service. Collections staff installed new Flygt pumps which will eliminate maintenance issues at this station. Lastly, a new rack mounted computer was installed in the televising truck.

Preliminary air grab samples and H2s monitoring was performed at Lift Station #2 for the design and selection of a new odor control unit. The existing air scrubbing unit is inefficient and costly to operate. Staff looks forward to the new odor control solution slated to be installed by the end of the year.

### Birthdays

Aaron Strong May 16

Joe Hood May 21

### Anniversaries

Ryan Hartman	May 4	14 years of service
Shelly Keefe	May 12	6 years of service
Aaron Strong	May 12	12 years of service
Andrew Williams	May 23	15 years of service



			TriCo Regional Sewer Utility			
			Register of Claims			
			For the period 3/6/2020-4/8/2020			
Payment date	Check number	Bank name	Payee name	Amount	Amount Allowed	Description
4/8/20	14407	Operating	Stephanie Curts	\$100.94	\$100.94	Refund-3845 Conifer Dr
4/13/20	14408	Operating	Shred Monkey	\$40.00	\$40.00	Shredding service
4/13/20	14409	Operating	Mariol B Luddy	\$82.40	\$82.40	Refimnd-2934 Brooks Bend
4/15/20	14410	Operating	Cindy Sheeks	\$23.00	\$23.00	Mileage
4/15/20	14411	Operating	Fastenal Company	\$46.14	\$46.14	Plant R&M
4/15/20	14412	Operating	IT Indianapolis	\$1,208.16	\$1,208.16	Fortigate
4/15/20	14412	Operating	IT Indianapolis	\$5,511.29	\$5,511.29	Presicison 3930 Rack Workstation
4/15/20	14412	Operating	IT Indianapolis	\$754.00	\$754.00	April billing
4/15/20	14412	Operating	IT Indianapolis	\$1,666.20	\$1,666.20	Business continuity
4/15/20	14412	Operating	IT Indianapolis	\$2,606.66	\$2,606.66	Managed threat
4/15/20	14412	Operating	IT Indianapolis	\$4,824.10	\$4,824.10	Managed services
4/15/20	14412	Operating	IT Indianapolis	\$1,912.50	\$1,912.50	Billable services
4/15/20	14412	Operating	IT Indianapolis	\$2,500.00	\$2,500.00	Replace Plant HV
4/15/20	14413	Operating	Patrick M Dunnigan	\$614.03	\$614.03	Refund-561 E 107thSt
4/16/20	14414	Operating	Colleen Byrnes	\$30.00	\$30.00	Cell phone reimbursement
4/16/20	14415	Operating	Kelly Ryan	\$30.00	\$30.00	Cell phone reimbursement
4/16/20	14416	Operating	Maggie Crediford	\$30.00	\$30.00	Cell phone reim
4/16/20	14417	Operating	Shelly Keefe	\$30.00	\$30.00	Cell phone reim
4/20/20	14418	Operating	Matt Starr	\$69.00	\$69.00	Mileage
4/21/20	14419	Operating	Jacqueline A Snowden	\$106.49	\$106.49	Refund-10327 Broadway
4/24/20	14420	Operating	Boone County Recorder	\$200.00	\$200.00	8 liens
4/27/20	14421	Operating	Joe Hood	\$86.25	\$86.25	Travel/Mileage-On Call
4/28/20	14422	Operating	AT & T	\$698.93	\$698.93	Plant Internet
4/28/20	14422	Operating	AT & T	\$90.80	\$90.80	Plant Phone
4/28/20	14422	Operating	AT & T	\$698.93	\$698.93	Office Internet Service
4/28/20	14423	Operating	AT&T Mobility	\$353.68	\$353.68	Lift Station Phone Service
4/28/20	14424	Operating	Carmel Utilities	\$13.85	\$13.85	LS 1 Water
4/28/20	14424	Operating	Carmel Utilities	\$16.52	\$16.52	LS 2 Water
4/28/20	14424	Operating	Carmel Utilities	\$28.17	\$28.17	LS 26 Water
4/28/20	14425	Operating	Kinetrex Energy	\$657.77	\$657.77	Natural Gas-Plant
4/28/20	14426	Operating	Signius Communications	\$88.71	\$88.71	Answering Service
4/28/20	14428	Operating	Doxim	\$250.00	\$250.00	Verbiage change prgramming
4/28/20	14429	Operating	T&T Sales and Promotions	\$657.00	\$657.00	Clothing
4/29/20	14430	Operating	Boone County Recorder	\$25.00	\$25.00	Lien release
4/30/20	14431	Operating	Cheryl Miller	\$17.02	\$17.02	Refund-9722 Berry Court
4/30/20	14432	Operating	John Hancock	\$7.44	\$7.44	Refund-9876 Woodbriar
4/30/20	14433	Operating	Just Shred	\$16.93	\$16.93	Refund-4006 W 96th St
4/30/20	14434	Operating	Andriy Golgopyat	\$49.27	\$49.27	Refund-596 Burr Oak
4/30/20	14435	Operating	Ed Dechow	\$22.89	\$22.89	Refund-14539 Twin Oaks
4/30/20	14436	Operating	Kristi Wozniak	\$16.16	\$16.16	Refund-13855 Coldwater Dr
4/30/20	14437	Operating	Kara or Clark Byrum	\$58.38	\$58.38	Refund-13884 Oliver
4/30/20	14438	Operating	Fineberg Group LLC	\$314.84	\$314.84	Refund-12166 Meridian Street N
4/30/20	14439	Operating	Victoria Metzger	\$32.81	\$32.81	Refund-11569 Bent Tree Ct
4/30/20	14441	Operating	Jennifer Wolfe	\$45.50	\$45.50	Refund-2543 Manigault
4/30/20	14442	Operating	Amit or Rupal Thanawala	\$242.17	\$242.17	Refund-4502 Panthera Leo Dr
4/30/20	14443	Operating	Nathan Taulman	\$16.98	\$16.98	Refund-2715 Benmore Ct
4/30/20	14444	Operating	Jeff Robbins or Kristin Sanders	\$19.41	\$19.41	Refund-13551 Kingsbury Dr
4/30/20	14445	Operating	Samuel Sheek	\$60.68	\$60.68	Refund-2555 Dawn Ridge Dr
4/30/20	14446	Operating	Pathlight Property Management	\$22.47	\$22.47	Refund-12676 Apsley Lane
4/30/20	14447	Operating	S Daniel Christian	\$55.88	\$55.88	Refund-14183 Nicholas Dr
4/30/20	14448	Operating	Robert or Jenna Shula	\$23.78	\$23.78	Refund-11998 Copperfield Dr
4/30/20	14449	Operating	Sahar Montalvo	\$13.45	\$13.45	Refund-2360 Glebe St
4/30/20	14450	Operating	Stephan or Caroline Graevinghoff	\$70.30	\$70.30	Refund-3245 Winnings Lane
4/30/20	14451	Operating	Jiawen Chen	\$19.91	\$19.91	Refund-3063 Wildman Lane
4/30/20	14452	Operating	Nathan Taulman	\$16.98	\$16.98	Refund-2715 Benmore
4/30/20	14453	Operating	Eric Ebron	\$13.87	\$13.87	Refund-2595 Manigault St
4/30/20	14454	Operating	Roger Brunette	\$10.17	\$10.17	Refund-12756 Parsons Gate
4/30/20	14456	Operating	Onyx + East	\$6.52	\$6.52	Refund - 12962 Petigru
4/30/20	14457	Operating	Emily Kirsch	\$30.90	\$30.90	Refund-14257 Autumn Wood
4/30/20	14458	Operating	Aaron Strong	\$30.00	\$30.00	Monthly cell phone
4/30/20	14459	Operating	Brandon Woolf	\$30.00	\$30.00	Cell phone reimbursement
4/30/20	14460	Operating	Eric Luis Delacruz	\$30.00	\$30.00	Monthly cell phone reimbursement
4/30/20	14461	Operating	Nathan Crowder	\$30.00	\$30.00	Monthly cell phone
4/30/20	14462	Operating	Jeffrey Martin	\$30.00	\$30.00	Monthly cell phone bill
4/30/20	14463	Operating	Barbara Lamb	\$150.00	\$150.00	Board meeting fees
4/30/20	14464	Operating	Carl S. Mills	\$550.00	\$550.00	Board member fees
4/30/20	14465	Operating	Charles Ryerson	\$150.00	\$150.00	Board meeting fee
4/30/20	14466	Operating	Eric Hand	\$150.00	\$150.00	Board meeting fees
4/30/20	14467	Operating	Jane B. Merrill	\$300.00	\$300.00	Board member fees
4/30/20	14468	Operating	Jeff Hill	\$100.00	\$100.00	April board attendance

Payment date	Check number	Bank name	Payee name	Amount	Amount Allowed	Description
4/30/20	14469	Operating	Jeffrey Kimbell	\$150.00	\$150.00	Board meeting fees
4/30/20	14470	Operating	Michael A. McDonald	\$300.00	\$300.00	Board member fees
4/30/20	14471	Operating	Steve Pittman	\$200.00	\$200.00	Board Member Fees
4/30/20	14472	Interceptor	GRW	\$17,500.00	\$17,500.00	CIP - Proj 2003 - future neighborhoods inte
4/30/20	14472	Interceptor	GRW	\$1,667.50	\$1,667.50	CIP - Proj 1901 LS 14 Interceptor
4/30/20	14473	Interceptor	TPI Utility Construction	\$105,826.50	\$105,826.50	CIP - Proj 1901 LS 14 Interct less 10% retr
4/30/20	14474	Reserve for Repla	Miller-Eads Company	\$2,828.95	\$2,828.95	Generator Plugs
4/30/20	14475	Reserve for Repla	Xylem Water Solutions USA Inc	\$11,857.80	\$11,857.80	R4R CIP-Lift Stations
4/30/20	14476	Plant Expansion	GRW	\$1,002.50	\$1,002.50	CIP - Proj 1906 Outfall Plant Exp fund
4/30/20	14476	Plant Expansion	GRW	\$8,970.00	\$8,970.00	CIP - Proj 1906 Plant outfall
4/30/20	14477	Operating	Alderson Commercial Group, Inc	\$175,468.21	\$175,468.21	CIP-Proj 1910 Office
4/30/20	14478	Operating	Altman, Poindexter & Wyatt, LLC	\$5,772.50	\$5,772.50	Legal fees
4/30/20	14479	Operating	Bobcat of Anderson	\$827.85	\$827.85	Equipment Repair
4/30/20	14480	Operating	Carmel Glass & Mirror	\$320.52	\$320.52	Clear Tempered Glass
4/30/20	14481	Operating	Carmel Utilities	\$1,257.75	\$1,257.75	Hydrant Usage
4/30/20	14482	Operating	Carmel Utilities	\$16,158.60	\$16,158.60	Nov and March reads
4/30/20	14482	Operating	Carmel Utilities	\$82,206.63	\$82,206.63	Flow to Carmel
4/30/20	14483	Operating	Carmel Utilities	\$41.50	\$41.50	Storm Water Fees
4/30/20	14484	Operating	Clay Township Trustee	\$2,312.31	\$2,312.31	Monthly fees
4/30/20	14485	Operating	Dell Marketing L.P.	\$1,560.08	\$1,560.08	Laptop
4/30/20	14486	Operating	Doxim	\$3,807.80	\$3,807.80	Monthly mailing
4/30/20	14486	Operating	Doxim	\$5,207.98	\$5,207.98	Postage
4/30/20	14487	Operating	Eco Infrastructure Solutions, Inc.	\$3,260.96	\$3,260.96	Televising
4/30/20	14487	Operating	Eco Infrastructure Solutions, Inc.	\$307.00	\$307.00	Hydroexcavation Nozzle
4/30/20	14487	Operating	Eco Infrastructure Solutions, Inc.	\$480.00	\$480.00	Green marking paint
4/30/20	14487	Operating	Eco Infrastructure Solutions, Inc.	\$576.00	\$576.00	Green, Red & Yellow Paint
4/30/20	14488	Operating	Element Materials Technology Dalevill	\$199.80	\$199.80	Sludge Metals
4/30/20	14489	Operating	Fastenal Company	\$29.86	\$29.86	Plant R&M
4/30/20	14489	Operating	Fastenal Company	\$223.10	\$223.10	Plant R&M
4/30/20	14489	Operating	Fastenal Company	\$85.49	\$85.49	Hand Sanitizer
4/30/20	14489	Operating	Fastenal Company	\$357.40	\$357.40	Safety
4/30/20	14490	Operating	Grainger	\$86.42	\$86.42	Plant R&M
4/30/20	14491	Operating	Hach Company	\$1,055.98	\$1,055.98	Sewer Sampling
4/30/20	14491	Operating	Hach Company	\$1,076.00	\$1,076.00	Sewer Sampling
4/30/20	14491	Operating	Hach Company	\$2,064.77	\$2,064.77	Sewer sampling
4/30/20	14491	Operating	Hach Company	\$2,458.04	\$2,458.04	Sewer sampling
4/30/20	14491	Operating	Hach Company	\$347.56	\$347.56	Sewer sampling
4/30/20	14492	Operating	Hamilton County Treasurer	\$75.00	\$75.00	Drainage Fees Spring & Fall 2020
4/30/20	14492	Operating	Hamilton County Treasurer	\$65.00	\$65.00	Drainage Fees Spring & Fall 2020
4/30/20	14492	Operating	Hamilton County Treasurer	\$65.00	\$65.00	Drainage Fees Spring & Fall 2020
4/30/20	14492	Operating	Hamilton County Treasurer	\$75.00	\$75.00	Drainage Fees Spring & Fall 2020
4/30/20	14492	Operating	Hamilton County Treasurer	\$75.00	\$75.00	Drainage Fees Spring & Fall 2020
4/30/20	14492	Operating	Hamilton County Treasurer	\$75.00	\$75.00	Drainage Fees Spring & Fall 2020
4/30/20	14492	Operating	Hamilton County Treasurer	\$75.00	\$75.00	Drainage Fees Spring & Fall 2020
4/30/20	14492	Operating	Hamilton County Treasurer	\$75.00	\$75.00	Drainage Fees Spring & Fall 2020
4/30/20	14492	Operating	Hamilton County Treasurer	\$75.00	\$75.00	Drainage Fees Spring & Fall 2020
4/30/20	14493	Operating	IT Indianapolis	\$3,125.00	\$3,125.00	Replace HV01/SAN
4/30/20	14493	Operating	IT Indianapolis	\$428.98	\$428.98	Computer expenses
4/30/20	14493	Operating	IT Indianapolis	\$1,212.50	\$1,212.50	Computer Expense
4/30/20	14493	Operating	IT Indianapolis	\$4,824.10	\$4,824.10	Monthly billing for May
4/30/20	14493	Operating	IT Indianapolis	\$2,606.66	\$2,606.66	Computer Expense
4/30/20	14493	Operating	IT Indianapolis	\$1,666.20	\$1,666.20	Office and plant servers
4/30/20	14493	Operating	IT Indianapolis	\$754.00	\$754.00	Office 365 May billing
4/30/20	14494	Operating	IUPPS	\$2,208.75	\$2,208.75	Monthly tickets
4/30/20	14495	Operating	Johnson Controls	\$1,997.10	\$1,997.10	Alarm system
4/30/20	14495	Operating	Johnson Controls	\$568.69	\$568.69	Plant Utilities
4/30/20	14495	Operating	Johnson Controls	\$1,997.09	\$1,997.09	Plant Security
4/30/20	14496	Operating	Kirby Risk Corporation	\$1,040.00	\$1,040.00	5207-1 (1/2) & 5301-1 (1/2) - Rockwell soft
4/30/20	14497	Operating	Krohn & Associates, LLP	\$1,200.00	\$1,200.00	Accounting Fees
4/30/20	14498	Operating	Liberty National	\$127.88	\$127.88	April payments
4/30/20	14499	Operating	Line-X	\$788.99	\$788.99	Vehcile repairs
4/30/20	14500	Operating	Lionheart Critical Power Specialists, In	\$513.05	\$513.05	LS 14 R&M
4/30/20	14501	Operating	Mission Mechanical	\$450.00	\$450.00	CIP-Admin Building-Connect lab to City wa
4/30/20	14501	Operating	Mission Mechanical	\$1,000.00	\$1,000.00	CIP-Admin Bldg-Well line cap for office ren
4/30/20	14501	Operating	Mission Mechanical	\$4,147.15	\$4,147.15	CIP-Proj 1910 Admin Building-Gas connec
4/30/20	14502	Operating	Nalco Water Pretreatment Solutions, L	\$156.61	\$156.61	Sewer sampling
4/30/20	14503	Operating	NCL of Wisconsin, Inc.	\$1,645.24	\$1,645.24	Sewer Sampling
4/30/20	14504	Operating	Office Depot	\$51.13	\$51.13	Office Supplies
4/30/20	14505	Operating	Office Keepers	\$375.00	\$375.00	Plant Office Cleaning
4/30/20	14506	Operating	POSM Software	\$5,500.00	\$5,500.00	Televising
4/30/20	14507	Operating	Praxair Distribution, Inc.	\$31.36	\$31.36	Cylinder Rental
4/30/20	14508	Operating	Quench USA, Inc.	\$99.00	\$99.00	Plant drinking water
4/30/20	14509	Operating	Republic Services #761	\$297.37	\$297.37	Trash Service
4/30/20	14510	Operating	Safety Resources, Inc.	\$789.14	\$789.14	Safety Training
4/30/20	14511	Operating	Simplifile	\$2,890.00	\$2,890.00	Filing Fees

Payment date	Check number	Bank name	Payee name	Amount	Amount Allowed	Description
4/30/20	14512	Operating	Swift Comply	\$5,900.00	\$5,900.00	Swift Comply Software
4/30/20	14513	Operating	Taylor Oil Company, Inc.	\$830.15	\$830.15	Fuel
4/30/20	14514	Operating	Vasey Commercial Heating & AC, Inc.	\$229.36	\$229.36	Plant R & M
4/30/20	14514	Operating	Vasey Commercial Heating & AC, Inc.	\$921.00	\$921.00	Plant R&M
4/30/20	14514	Operating	Vasey Commercial Heating & AC, Inc.	\$878.43	\$878.43	Plant R&M
4/30/20	14515	Operating	Nature Turf Services	\$200.00	\$200.00	Plant Mowing-April
4/30/20	100003	Huntington Bond F	GRW	\$22,010.14	\$22,010.14	CIP - Proj 1902 Plant Exp Bond Proceeds
4/30/20	100003	Huntington Bond F	GRW	\$560.00	\$560.00	CIP - Proj 1902 Plant exp - Bond Proceeds
4/30/20	100004	Huntington Bond F	Thieneman Construction, Inc.	\$1,613,866.71	\$1,613,866.71	CIP - Proj 1902 Bond proceeds
4/21/20	20200196	Operating	ADP	\$56,827.91	\$56,827.91	PPE 4/17/20
4/21/20	20200197	Operating	Empower Retirement (Hoosier START	\$8,331.86	\$8,331.86	401a, 457b, Roth
4/21/20	20200198	Operating	IPL	\$132.74	\$132.74	LS 3
4/21/20	20200199	Operating	IPL	\$603.41	\$603.41	LS 8
4/21/20	20200200	Operating	IPL	\$386.58	\$386.58	LS 9
4/21/20	20200201	Operating	IPL	\$820.30	\$820.30	LS 10
4/21/20	20200202	Operating	IPL	\$95.08	\$95.08	LS 12
4/21/20	20200203	Operating	IPL	\$50.08	\$50.08	LS 18
4/21/20	20200204	Operating	IPL	\$60.59	\$60.59	LS 20
4/21/20	20200205	Operating	IPL	\$46.58	\$46.58	LS 22
4/21/20	20200206	Operating	IPL	\$60.59	\$60.59	LS 25
4/21/20	20200207	Operating	IPL	\$108.04	\$108.04	Valve Vault
4/21/20	20200208	Operating	IPL	\$74.48	\$74.48	LS 24
4/21/20	20200209	Operating	IPL	\$5,893.12	\$5,893.12	LS 2
4/23/20	20200210	Operating	Duke Energy	\$2,275.46	\$2,275.46	LS 1
4/23/20	20200211	Operating	Duke Energy	\$150.07	\$150.07	LS 5
4/23/20	20200212	Operating	Duke Energy	\$54.00	\$54.00	LS 6
4/23/20	20200213	Operating	Duke Energy	\$287.58	\$287.58	LS 11
4/23/20	20200214	Operating	Duke Energy	\$989.93	\$989.93	LS 14
4/23/20	20200215	Operating	Duke Energy	\$825.70	\$825.70	LS 17
4/23/20	20200216	Operating	Duke Energy	\$394.01	\$394.01	LS 19
4/23/20	20200218	Operating	Duke Energy	\$500.19	\$500.19	LS 26
4/23/20	20200219	Operating	Duke Energy	\$20,042.14	\$20,042.14	Plant
4/23/20	20200220	Operating	Duke Energy	\$289.25	\$289.25	LS 16
4/23/20	20200221	Operating	Duke Energy	\$539.35	\$539.35	LS 23
4/24/20	20200222	Operating	Vectren Energy Delivery	\$46.61	\$46.61	LS 2 Gas
4/24/20	20200223	Operating	Vectren Energy Delivery	\$17.00	\$17.00	LS 10 Gas
4/27/20	20200224	Operating	ADP	\$129.50	\$129.50	Workforce now bundle
4/24/20	20200225	Operating	ADP	\$111.80	\$111.80	Workforce Now Time and Attendance
4/27/20	20200226	Operating	Anthem Blue Cross Blue Shield - HEAL	\$32,657.85	\$32,657.85	Health insurance - May
4/27/20	20200227	Operating	Anthem Blue Cross and Blue Shield - V	\$338.36	\$338.36	Vision insurance - May 2020
4/23/20	20200228	Operating	AT&T Mobility	\$546.59	\$546.59	Employee Mobile Service
4/24/20	20200229	Operating	AT&T Mobility	\$1,999.68	\$1,999.68	Cellular fees
4/30/20	20200230	Operating	Citizens State Bank	\$20.00	\$20.00	Bank service fee
4/30/20	20200231	Operating	Citizens Energy Group	\$44.33	\$44.33	LS 17
4/30/20	20200231	Operating	Citizens Energy Group	\$80.88	\$80.88	Plant
4/23/20	20200232	Operating	Duke Energy	\$277.49	\$277.49	LS 21
4/30/20	20200233	Operating	Napa Auto Parts	\$6.49	\$6.49	Vehicle R & M
4/30/20	20200233	Operating	Napa Auto Parts	\$285.98	\$285.98	Vehicle R & M
4/30/20	20200234	Operating	Wex Bank	\$102.10	\$102.10	Fuel
5/4/20	20200235	Operating	ADP	\$57,694.13	\$57,694.13	PPE 5/1/20
5/4/20	20200236	Operating	Empower Retirement (Hoosier START	\$8,396.65	\$8,396.65	401a, 457b, Roth
				\$2,377,719.85	\$2,377,719.85	
<b>ALLOWANCE OF CLAIMS</b>						
We have examined the claims listed on the foregoing Register of Claims, consisting of 3 pages, and except for claims not allowed as shown on the register, such claims are hereby allowed in the total amount of						
			\$2,377,719.85			

## Docket Report Information

CIP - 2003 Neighborhood Sewers	\$17,500.00
CIP - 1910 Office Improvements	\$181,065.36
CIP - Proj 1901 LS 14	\$107,494.00
CIP - 1902 Plant Expansion	\$1,636,436.85
CIP-Proj 1906 Outfall Final Design	\$9,972.50

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\$ 1,952,468.71

District Insurance	\$32,996.21
Carmel April Flow	\$82,206.63

Other Expenses	\$310,048.30
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**Total Claims    \$2,377,719.85**



Selected Statistics 2020	January	February	March	April	2020 Monthly Average	2020 YTD	2019 Total Through April
<b>Maintenance Information</b>							
Lateral Inspections	22	17	32	35	27	106	123
Certified I&I Inspections	32	34	20	14	25	100	154
Failed I&I Inspections	1	5	1	0	2	7	2
Sewer Locates	561	608	555	577	575	2,301	1,683
Manholes Added	0	12	0	5	4	17	4
Total # of Manholes	5,886	5,898	5,898	5,903	N/A	5,898	5,852
Manholes Inspected	269	568	1,051	4	473	1,892	1,838
Feet of Sewer Added	0	4,324	0	1,019	1,336	5,343	24,380
Total Footage of Sewers	1,671,814	1,676,138	1,675,879	1,676,898	N/A	1,675,879	1,655,527
Feet of Sewer Televised	23,972	16,128	50,319	2,145	23,141	92,564	74,454
Feet of Sewer Cleaned	2,999	0	716	1,911	1,407	5,626	440
Overflows	0	0	0	1	0	1	0
Feet of LPFM Cleaned	6,617	0	0	0	1,654	6,617	0
<b>Station 1 to Carmel Utilities</b>							
Rainfall/Precipitation (inches)	5.03	2.22	5.01	2.12	3.6	14.4	15.20
Total Flow (gallons)	72,650,726	63,405,245	71,958,853	51,036,963	64,762,947	259,051,787	272,831,587
Maximum Daily Flow (gallons)	3,594,037	4,551,181	4,238,402	2,259,300	N/A	4,551,181	3,857,564
Average Daily Flow (gallons)	2,343,572	2,186,388	2,321,253	1,701,232	2,138,111	8,552,445	8,835,391
Minimum Daily Flow (gallons)	1,801,105	1,732,672	1,753,183	1,305,588	N/A	1,305,588	1,150,531
<b>Michigan Road WWTP</b>							
Total Flow (gallons)	89,875,000	78,930,000	91,107,150	85,040,924	86,238,269	344,953,074	342,934,000
Maximum Daily Flow (gallons)	7,015,000	3,950,000	386,839	3,175,904	N/A	7,015,000	6,199,000
Average Daily Flow (gallons)	2,899,194	2,721,724	2,938,940	2,834,697	2,848,639	11,394,555	11,447,872
Minimum Daily Flow (gallons)	2,192,000	2,292,000	2,500,000	2,631,688	N/A	2,192,000	2,343,000
Total Flow to Both Plants	162,525,726	142,335,245	163,066,003	136,077,887	151,001,215	604,004,861	615,765,587
<b>Biosolids Handling (gallons)</b>							
Wasted (Biosolids)	1,825,900	1,417,900	1,457,700	1,603,800	1,576,325	6,305,300	8,302,040
Dewatered	435,000	707,000	912,000	612,000	666,500	2,666,000	2,507,000
Digested Sludge Withdrawn	1,376,000	787,000	826,000	761,000	937,500	3,750,000	2,439,370
<b>Customer Information</b>					<b>Billed Accts</b>	<b>15,829</b>	
New Sewer Service Accounts	32	18	18	18	22	86	104
Permits Issued	39	20	24	10	23	93	126



## PERSONNEL AND BENEFITS

Wednesday, April 22, 2020 at 7:30 a.m.  
Memorandum

This meeting was conducted via video conference, per Governor Holcomb's Executive Order 20-09, using GoToMeeting

Ms. Lamb called the meeting to order at 7:35 a.m.

### ROLL CALL

Members Present: Committee Chair Barb Lamb, member Jeff Kimbell. Others in attendance were Board member Jeff Hill, Utility Director Andrew Williams, and Administrative Assistant Maggie Crediford

### PUBLIC COMMENT

There was no public comment

Committee member Chuck Ryerson joined the meeting at 7:36 a.m.

### SAFETY UPDATE

Mr. Williams said no tailgate training sessions have been held because of the need for social distancing. The plant and office staff have been working on required online training for the year. Mr. Williams is preparing a report for the Board of Trustees showing the online training modules that have been completed by staff. For example, Cody Cain has been able to complete the FEMA training level I online.

Mr. Williams said currently the Utility has an adequate amount of PPE. Loren Prange is checking on procuring additional face masks. Staff generally only needs facemasks when they enter a manhole and would also be wearing face shields.

### ADDITION OF FULL TIME OPERATOR POSITION

Mr. Williams said the addition of a full-time operator had been discussed during the plant expansion conversations. He had hoped to wait to the end of the year before adding the position, but Mr. Watkins has asked to hire someone now. The Utility has an employee on medical leave and therefore the plant staff is down a person for about four months. Mr. Williams would like to bring the new employee in between steps one and three. The position would pay around \$47,500 annually with around \$30,000 in benefits. The Utility has not added a position in six years. By hiring someone now, the new employee could be trained on the new equipment as it is being installed and also assist with tasks while the employee is on medical leave. When employee returns from leave the new employee would focus on plant operations.

Ms. Lamb asked if the Utility would advertise the position or if Mr. Williams has someone in mind. Mr. Williams said there is some internal interest in the position, but he is planning on advertising the position to see if there are any qualified external candidates as well.

Ms. Lamb asked if hiring a full-time employee now would cause an issue with the budget. Mr. Williams said he did not believe there would be any budgetary issues. The Utility is not currently paying the employee who is on leave, so there are dollars available to cover the costs of adding an employee.

Mr. Kimbell said he had no questions and supports moving forward with adding the operator position.

Ms. Lamb said she has an issue with the job description provided with the request. The current job description has maintenance tasks listed at the beginning, implying those would be the most important tasks required. She asked if the operator would spend most of the time doing maintenance. Mr. Williams said maintenance is a minor part of the job, more importantly a licensed operator is needed. Ms. Lamb asked Mr. Williams to rearrange the job description before it is posted, listing the most important job requirements first.

Ms. Lamb made a motion for the P&B Committee to recommend the addition of a full-time operator position at the plant to the Board of Trustees. Mr. Kimbell and Mr. Ryerson agreed.

### **PANDEMIC STAFFING UPDATE**

Mr. Williams said the Utility has staff members working from home, in the field and in the office. The locator and inspectors are getting in their trucks in the mornings and going straight into the field. The Collection's Staff is rotating employees. At the plant, staff is staggering arrival times so that employees are not coming in contact with each other. Two of the Collections Staff members have been working together repairing pumps since before the stay at home order was in effect. Those two employees continue to work together but travel to job sites in separate trucks. Mr. Williams said there are some delays expected on the plant project, but the contractors are not having staffing issues, the delays would come from delayed shipping of materials.

Ms. Lamb asked if staff members working from home are keeping busy. Mr. Williams said last Friday he provided the staff working from home with task logs and training logs. The Utility has been busier than ever and has not experienced a slowdown. There have been a couple of lift station power outages and blown electronics at one of the lift stations. Joe Hood, one of the employees that repairs the pumps has 50+ hours per week. Mr. Williams has been reading and trying to keep track of the laws relating to the pandemic. A few employees have used the Pandemic PTO to help care for family and children who are out of school.

**OFFICE UNIFICATION UPDATE**

Mr. Williams said footers are being poured for the building addition, Mr. Merkle is spending time on the job site and the contracted full-time inspector started Monday. The goal is to be moved in by November 1, 2020. Mr. Williams said Mrs. Poindexter is in discussions with Mr. Bosma regarding the sale of the current office building. They are negotiating the finer details of the contract and are hoping it will be ready to be approved at the Clay Township Trustee's next board meeting.

Ms. Lamb asked if the Utility has had to reconfigure the interior office space to meet new spacing recommendation. Mr. Williams said everyone is separated at the administrative office except Colleen and Maggie who share a workspace. There will be a partition added to their area before they return to the office.

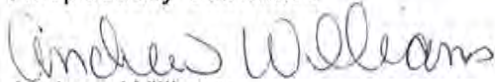
**Other Business**

Mr. Ryerson asked, when testing the emergency lighting system, is the staff just hitting test buttons on the lights or, are they cutting the power to the lights for a full discharge? He said once a year the power should be shut off to let the lights fully discharge for two hours. They should be on a separate circuit and conducting a full discharge test will enable you to know if they will last the full ninety minutes they are supposed to. Mr. Williams said he is unsure, but he will mention this to Mr. Prange.

**ADJOURNMENT**

The meeting adjourned at 7:55 a.m.

Respectfully Submitted



Andrew Williams

Utility Director



## MEMORANDUM

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**To:** Board of Trustees  
**From:** Andrew Williams  
**Date:** May 6, 2020  
**Subject:** Operator Position

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The expansion of the Water Resource Recovery Facility will increase our capacity from 3.05 MGD to 5.72 MGD. In order to achieve this increase, the expansion will include the installation of 2 new mechanical screens, 2 new grit removal tanks, 4 additional VLRs (8 total), 3 new 70' clarifier (6 total), 1 new RAS pump, and UV disinfection and Post Air upgrades. The existing Orbal oxidation ditch will remain in service.

The amount of equipment to operator will nearly double. We currently operate the facility with the Superintendent, Chief Operator, and Laboratory Coordinator. The Pretreatment Coordinator assists in the weekend lab rotation and the Collections staff will repair pumps when possible.

During the evaluation of the plant expansion it was mentioned that an additional employee would be needed as the new equipment came online. The Operator Position was included in the 2020 Salary Ordinance, but it was my intent to not fill the position until the end of the year or in early 2021. However, Superintendent Scot Watkins has requested that we fill the position as soon as possible. The operations of the plant during construction requires additional efforts due to the many operational accommodations that must be made as construction requires equipment to be taken offline to make modifications. In addition, our Pretreatment Coordinator is on FLMA leave and will not return for several months. When this occurred last year, we used a temp service and hired a temporary employee. I am recommending we move forward and hire a full-time employee to fill the Operator position. This new hire will initially assist with the Pretreatment program as well as be trained on the operation of the WRRF.

The salary range for the Operator is set at \$22.94 - \$29.32. I would expect to hire someone that would have work experience that would place them at Step 3 (\$24.36) or below. The increase in the Gross Wage budget for this position for an entire year would be approximately \$47,500. Additional labor expenses (insurance, taxes, retirement, etc.) would add approximately \$30,000 annually.

**Recommended Action:** Approve the addition of a full-time employee to fill the Operator position. This will bring the Utility to 24 FTEs.



## BUDGET & FINANCE COMMITTEE

Friday, April 24, 2020 at 8:30 a.m.  
Memorandum

This video conference meeting was held using GoToMeeting.

Ms. Merrill called the meeting to order at 4:00 p.m.

Members Present: Committee Chair Jane Merrill, members Michael McDonald and Carl Mills. Others in attendance were Board Members Jeff Hill and Barb Lamb, Legal Counsel Anne Poindexter, Utility Director Andrew Williams, Controller Cindy Sheeks, Engineering Manager Wes Merkle and Administrative Assistant Maggie Crediford.

### **PUBLIC COMMENT**

There were no public comments

### **FINANCIALS**

Ms. Sheeks said March numbers looked good and revenues were steady. April is trending down a little in commercial revenue. The Utility did not assess late fees in March or April. The next few months will be more telling. Currently the budget is on target regarding expenses. The money market account had no change in interest rates. Around \$341,000 has been spent from the bond proceeds. Mr. Williams said he would expect to see a decline in commercial revenue next month. With businesses being closed or having curbside only operations there should be a decrease in water consumption in strip malls and large office buildings if they are empty.

Mr. McDonald questioned the unfavorable variance shown in IT expenses. Ms. Sheeks said the high IT expenses are a result from the renewal of the maintenance agreement for Hiperweb which came in a year late. Hiperweb billed the Utility \$15,000 in the month of March for all of 2019. Mr. Williams said the goal is to still be on target by the end of the year.

Mr. Mills asked Ms. Sheeks how the interest rates were on the money market accounts. Ms. Sheeks said there were no changes in March; 0.85% at Citizens for the money market. The bond fund investment interest rate also dropped. Mr. Mills asked Ms. Sheeks how liquid the money in the funds? Are they in 30-day investments? Has any of it been laddered? Ms. Sheeks said they will ladder it when Thieneman provides the Utility with a construction draw schedule, she has not received that from the Engineering Department. Mr. Mills suggested looking at sixty-day rates. Ms. Sheeks said she would when the construction draw schedule comes in.

### **DISTRICT RATE DISCUSSION**

Mr. Williams said with the loan rate on the bond coming in at 2.43%, cash flow for the Utility is better than what it was with the anticipated 3% rate. With the current situation

Mr. Williams said the Utility can put off a rate increase until 2021. If the proposed three-year rate increases were deferred to begin in 2021 instead of 2020 as previously discussed, the worst year would be 2031 when TriCo would be down to \$3 million in cash reserves. Mr. Williams suggested postponing the proposed three-year Utility rate increases to begin in the summer of 2021 instead of 2020.

Mr. McDonald said he would be comfortable postponing the user rate increases but he recommended proceeding with the proposed development fee increases for 2020. Mr. McDonald does not want the burden associated with the costs of expansion and development to fall on the shoulders of the current rate payers. He supports Mr. Williams suggestion to put off user rate increases in 2020 but proposed recommending the Board move forward with EDU fee increases.

Mr. Williams said most everything being done with the expansion project is for future growth and it would be logical to assess the costs against future growth. Mr. Williams supports Mr. McDonalds recommendation.

Ms. Merrill asked how much the development fees (EDU Fees) would go up. Mr. Williams said he believed it would be between a two percent to three percent increase. Ms. Sheeks said the EDU Fees are currently \$1909. Ms. Merrill figured a three percent increase would be \$50 so the fees would then be \$1966 per EDU. Mr. Merkel recommended a three to four percent increase in the EDU Fees. He said they can be implemented any of the three years. Mr. Merkle said the Plant Expansion Fund will pay for the Outfall Sewer Project. Mr. Merkle said his recommendation would be for a four percent increase for 2020. Mr. Williams said that would be about an \$80 increase. Mr. Williams said the staff can put together a proposed ordinance for the May Board meeting if the increase is acceptable to the committee.

Mr. McDonald said he would like to be sure it is made clear that the proposed increase is for developer fees and not a user rate increase. Mr. Mills agreed as did Ms. Merrill. The committee will recommend the Board move forward with a four percent increase in development fees.

Mr. Mills asked if any other fees need to be adjusted. Mr. Williams asked Mr. Merkle if the Interceptor Fees need adjusting. Mr. Merkle said he believes the Interceptor Fees do not need to be adjusted, but that can be reevaluated throughout buildout.

Mr. Williams asked Ms. Sheeks if there were any other incidental fees that need to be adjusted. Ms. Sheeks said Ms. Byrnes has asked if the Utility can impose a permit reissue fee. When contractors resubmit plot plans with changes, Ms. Byrnes must completely redo the work she has already done to reissue a permit. Currently there is no fee to recoup the time it costs to research and reissue those permits. Mr. McDonald and Ms. Merrill agreed it would make sense for the Utility to recoup the money paid for the time spent on reissued permits. Ms. Merrill asked how much the fee should be. Ms. Sheeks said somewhere in the range of \$150 which is what is paid for the initial application fee. Ms. Sheeks said she would talk with Ms. Byrnes to get the correct language to add to the Ordinance.

Mr. McDonald asked if the contractors should be notified of the additional fee. Ms. Sheeks said Ms. Byrnes communicates regularly with builders and contractors. She can let them know about the fee before it goes into effect. Mr. Williams said a direct letter can be sent to builders and permit companies as well.

### **CARMEL UTILITY'S PHOSPHORUS REMOVAL RATE**

Mr. Williams said Carmel Utilities is upgrading their plant and adding phosphorus removal. TriCo has already been doing phosphorus removal because we discharge into a creek that has dry periods. IDEM has mandated that everyone must comply with the phosphorus levels regardless of where they discharge. Citizens Westfield will also be contributing to the phosphorus removal fees. Carmel has proposed to allocate cost based on capacity. TriCo's portion of the \$3,249,000 is projected to be \$833,910 based on its 3.08mgd of allotted capacity. Mr. Duffy proposed monthly payments based on the 20-year loan. TriCo's monthly payment would be \$5,063. This rate included both the monthly loan portion and the funding of the debt reserve. Mr. Williams submitted Carmel's proposal to Buzz Krohn for review. Mr. Krohn recommended the cost be based on the future plant capacity of 14mgd. Mr. Krohn said the debt reserve fund should be fully funded after five years, at which time the monthly rate should drop. Year twenty would be fully funded by the debt reserve fund so the payment period should be for nineteen years not twenty. Mr. Williams asked if the committee thought it would be reasonable to go back to Carmel with a counteroffer based on the information received by Mr. Krohn. The three committee members agreed Mr. Williams should present Carmel with a counteroffer. Mr. Williams said the pricing provided from Carmel for the cost of phosphorus removal was reasonable. Mr. McDonald asked Mr. Williams to extend compliments from the committee to Mr. Krohn for his assessment of the proposal.

Mr. McDonald asked for an update on the status of the sale of the current administrative office building. Mrs. Poindexter said she has been in contact with the Township Trustee's attorney. There is still one part of the agreement that needs to be worked out regarding the fees TriCo will pay for the use of the office space until they are able to move to the new facility. Mr. Williams reached out to Mr. Callahan who said he would be in contact with Mr. Bosma to get those terms updated. It is on schedule to be considered by the Clay Township Board at their May meeting.

### **ADJOURNMENT**

Mr. Mills made a motion to adjourn the meeting. The Meeting adjourned at 4:26 p.m.

Respectfully Submitted



Cindy Sheeks  
Controller





## MEMORANDUM

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**To: B&F Committee**

**From: Cindy Sheeks, Controller**

**Date: April 30, 2020**

**Subject: Ordinance 5-11-2020 District wide rates**

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The 2020 TriCo District Wide Rate Ordinance is scheduled to take effect on July 1, 2020. There is not a proposed increase in monthly user fees for existing customers. There are two parts of the ordinance that have changes. Section 5 includes the clarification by adding **"Requested revisions to previously issued permits shall be considered a new permit and shall be subject to the application fee of \$150.00."** This fee did not change. The only increase in the fees is within Section 6 Utility Wide Connection fees. There is a proposed 4% increase in the EDU fees, resulting in the per acre rate rising \$76 from \$1,908 to \$1,984.

## ORDINANCE NO. 05-11-2020

An ordinance establishing Utility wide schedule of monthly user rates, late fees, connection fees, interceptor fees, application fees, reinspection fees and charges to be collected from the owners of property served by the sewage works of the Utility and matters connected therewith, replacing Ordinance 05-14-2018,

**WHEREAS**, based upon the Utility's 2020 Budget, it is advisable to update the schedule of rates and charges previously established pursuant to Ordinance 05-14-2018; and

**WHEREAS**, the Board of Trustees desires to change the schedule of monthly user charges, late fees, connection fees, interceptor fees, application and reinspection fees,

***Now, therefore, be it ordained by the Board of Trustees of TriCo Regional Sewer Utility, Indiana:***

### Section 1. Schedule of Monthly User Charges,

#### Metered Users: User Charge

##### (1) Treatment Rate:

Per 1,000 gallons of sewage flow, if measured  
or per 1,000 gallons of water usage if sewage  
flow is not measured..... \$2.86

##### (2) Base Rate – per month, as follows:

5/8	inch water meter.....	\$13.45
3/4	inch water meter* .....	\$13.45
3/4	inch water meter.....	\$16.93
1	inch water meter* .....	\$13.45
1	inch water meter.....	\$26.55
1 1/4	inch water meter.....	\$39.71
1 1/2	inch water meter.....	\$52.81
2	inch water meter.....	\$92.21
3	inch water meter.....	\$205.99
4	inch water meter.....	\$354.78
6	inch water meter.....	\$801.15
8	inch water meter.....	\$1,423.41

\*Residential customers with a 3/4-inch meter or 1-inch meter shall be charged a base charge for a 5/8 inch meter.

#### Unmetered Users: User Charge

##### Residential:

Single family residence/unit.....	\$33.51
Apartment or trailer court/unit.....	\$25.13
Duplexes .....	\$67.03

Triplexes.....	\$100.54
<u>Commercial:</u>	
Retail establishment:	
First 3 employees .....	\$33.51
Each additional employee .....	\$8.37
Gasoline service station:	
With car wash facilities .....	\$75.46
W/O car wash facilities .....	\$50.30
Restaurants, drive-ins and taverns with eating and/or drinking facilities:	
First 2 employees .....	\$33.51
Each additional employee .....	\$11.05
Laundromats – per washer .....	\$24.41
Car wash, manual – per bay .....	\$75.46
Professional Office:	
First 2 employees .....	\$33.51
Each additional employee .....	\$11.05
<u>Government/Institutional:</u>	
School/student:	
First 25 students .....	\$33.51
Each additional student .....	\$1.33
Churches, lodges and veteran's organizations w/o eating and/or drinking facilities:	
For each 200 members or fraction thereof ..	\$33.51
Government offices:	
First 3 employees .....	\$33.51
Each additional employee .....	\$8.37
<u>Industrial (sanitary flow only):</u>	
First 3 employees .....	\$33.51
Each additional employee .....	\$8.37

For the service rendered to the TriCo Regional Sewer Utility, said Utility shall be subject to the same rates and charges herein above provided, or to rates and charges established in harmony therewith.

In order to recover the cost of monitoring industrial wastes, the Utility shall charge the user the actual cost of the monitoring. This charge will be reviewed and revised on the same basis as all other rates and charges in the ordinance.

Section 2. The Return Check Charge for NSF (Non-Sufficient Funds) shall be charged in the amount of \$30.00 per check.

Section 3. Any current charges on the monthly user invoice that remain unpaid after the listed due date shall be assessed a late fee. The late fee assessed will be 10% of the unpaid current charges. This fee will be added to the following month's user invoice.

Section 4. A Reinspection fee of \$100.00 shall be charged to the property owner for each reinspection if a property fails an inspection or requires more than two inspections.

Section 5. An application fee of One Hundred Fifty Dollar (\$150.00) per EDU, up to a maximum of Three Thousand Dollars (\$3,000.00) per permit, is due and payable at the time of **submittal or issuance** of the connection permit. **Requested revisions to previously issued permits shall be considered a new permit and shall be subject to the application fee of \$150.00.**

Section 6. Utility Wide Connection Fee

Prior to receiving a permit to connect to the sewer works for the Utility, the owner, lessee or developer of any real estate within the Utility shall pay to the Utility a connection fee of **One Thousand Nine Hundred Eighty-Four Dollars (\$1,984.00)** per EDU (based upon 310 GPD). The estimated average daily flow in thousands of gallons per day for the real estate to be served by the Utility shall be determined based upon the proposed use of the real estate to be served and shall then be calculated using the number and type of units or premises to be located on the real estate and the applicable equivalent user contribution multiplies as set forth by the Indiana Administrative Code 327 IAC 3-6-11.

The owner, lessee or developer of the real estate may submit data to the Utility which purports to provide a more accurate estimation of the average daily flow (for example from water bills or other actual data setting forth flow from similar facilities). Upon receipt and review of the data provided, the Utility, may in its absolute discretion, but is not required to agree to an EDU amount that is other than the amount determined as specified above.

Residential lots previously containing a dwelling that was connected to the Utility's sanitary sewers and having paid a monthly sewer service billing are exempt from the connection charge in the event the dwelling is demolished and new residential dwelling built on the same real estate.

Section 7. Utility Wide Interceptor Fee

In addition to the connection charge set forth above based upon EDU's there is also due prior to the receipt of a permit, an interceptor fee of Four Thousand Seventy-five Dollars (\$4,075.00) per acre. Residential lots previously containing a dwelling that was connected to the Utility's sanitary sewers and having paid a monthly sewer service billing are exempt from the interceptor fee in the event the dwelling is demolished and new residential dwelling built on the same real estate. Lots and parcels that are part of a Utility neighborhood sewer extension project in which local sewer charges are assessed by ordinance are also exempt.

Section 8. Prior Connection, Interceptor, and Application Fees

The connection, interceptor, application fees and reinspection fees established under the Ordinance shall preempt and supersede and wholly replace the connection, interceptor, application and reinspection fees previously established under Ordinance 05-14-2018, and any other prior Ordinances of the Utility as the same may be amended from time to time by the Utility. Nothing in the Ordinance shall be construed as limiting the applicability of the Utility's various use ordinances or other definitions or terms contained in other Ordinances, exception only the specific interceptor, connection, application, and reinspection fees set forth therein.

Section 9. The invalidity of any section, clause, sentence, or provision of this Ordinance shall not affect the validity of any part of this Ordinance which can be given effect without such invalid part or parts.

Section 10. The revised rates shall become effective for service received July 1, 2020 and thereafter.

***PASSED AND ADOPTED*** by the Board of Trustees of the TriCo Regional Sewer Utility on the \_\_\_\_ day of \_\_\_\_\_, 2020.

<u>BOARD OF TRUSTEES:</u>	<u>Approve</u>	<u>Oppose</u>	<u>Abstain</u>
_____ Carl S. Mills President	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Steve Pittman Vice President	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Michael McDonald Secretary	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Jane Merrill Treasurer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Eric Hand	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Jeffrey Kimbell	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Charles Ryerson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Barbara Lamb	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Jeffrey Hill	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST:  
\_\_\_\_\_  
Andrew Williams  
Utility Director



## CAPITAL & CONSTRUCTION MEETING

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Monday, May 4, 2020 at 4:30 p.m.  
Memorandum

This video conference meeting was held using GoToMeeting.

Mr. Pittman called the meeting to order at 4:33 p.m.

Members Present: Committee Chair Steve Pittman, members Eric Hand and Jeff Hill. Others in attendance were Board members Michael McDonald, Carl Mills and Barb Lamb, Legal Counsel Anne Poindexter, Utility Director Andrew Williams, Engineering Manager Wes Merkle, Utility Engineer Ryan Hartman, Administrative Assistant Maggie Crediford and Tim Huston, Highlands Latin School.

### **Public Comment**

There was no public comment.

### **Temporary Service Agreement with Citizens**

Mr. Williams said the parties are close to reaching a Temporary Service Agreement between Citizens Wastewater of Westfield, TriCo, the Byrum Family and the Highlands Latin School. Citizens will allow TriCo to temporarily serve the Byrum Parcel. The School will be TriCo's direct customer and there will be no wholesale agreement through Citizens. The Byrums or the School will pay all costs and fees required by TriCo to establish sewer service to the school. The School has three years to complete construction and connection to TriCo sewers or the agreement is void. TriCo may keep all fees it collects for providing service to the school. If Citizens does not extend sewers and transfer service to their system within 10 years, the School will permanently remain TriCo's customer.

Mrs. Poindexter said the parties received a draft agreement from Citizens, each of the parties made some mark-ups to the agreement. She believes it will come together in the next week.

Mr. Pittman asked if Mrs. Poindexter and TriCo Staff are asking the committee to recommend approval of the Temporary Service Agreement at the May Board of Trustee's meeting. Mrs. Poindexter said yes.

Mr. Hand asked if the agreement is a multiparty agreement and how many parties will be signing it. He asked if the agreement calls for a signature from the City of Westfield as well. Mrs. Poindexter said yes, the agreement will need to be signed by the City of Westfield. Mr. Hand asked if the school does not connect to the system in three years is TriCo covered for its costs. Mrs. Poindexter said either the Byrums or the School will be paying the connection costs so there would be no costs incurred by TriCo other than administrative and legal costs associated with the agreement and those are not recoverable by TriCo. If the project does not move forward, there would be no costs. Mr.

Hand asked for verification that if the school does not end up building on the Byrum parcel that this agreement is not transferable to another party. Mrs. Poindexter said the agreement is strictly to service the school.

Mr. Hill asked if the timing on the three- and ten-year clocks start when the agreement is signed and executed by all parties. Mrs. Poindexter said yes.

Mr. Pittman asked if there is a difference between the fees the school is paying as a business versus residential fees. Mr. Williams said the EDU and Interceptor Fees are the same for commercial and residential customers.

Mr. Hill asked if there is language in the agreement that stipulates who will pay disconnect costs if Citizens can service the property in five years. Mrs. Poindexter said TriCo would not be responsible for the disconnection costs. Mr. Williams said Citizens and the School would have to decide which of them would pay to disconnect from TriCo's system.

Mr. Hand asked if there is a recovery provision for initial costs. Mr. Williams said there is not.

Mr. Pittman said the Committee will recommend approval of the agreement at the May Board meeting if it is ready to be presented.

### **Government Building Sales Agreement with Township Trustee**

Mr. Williams said Mrs. Poindexter has been working with the Township Trustee's legal counsel on an agreement for the sale of TriCo's share of the Hensel Government Building. The purchase price of the property will be \$946,000 based on the average of two appraisals. TriCo will pay rent similar to what the Assessor's Office pays. Mr. Williams said Mr. Callahan indicated he would like to have a check for TriCo after the Clay Township Trustee's meeting on May 26, 2020. Mrs. Poindexter said she is waiting on an answer from the Trustee's legal counsel regarding rent to be paid after the sale is complete before TriCo can move to the new office building. Currently the agreement has TriCo paying rent and occupancy expenses as an owner, which would be double what TriCo is paying now. Mrs. Poindexter has requested the occupancy expenses be removed from the agreement and asked for an early termination clause with no penalty be added in the event the new office building is done ahead of schedule. Mr. Williams said he verified with Mr. Callahan and his assistant that Mr. Williams and Mrs. Poindexter are correct and TriCo would not be expected to pay both rent and owners occupancy expenses after the sale is complete. Mr. Williams said he hopes there will be a final agreement to present to the Board at the May Board of Trustees' meeting.

Mr. Hill was disconnected from the meeting at 4:48 p.m.

Mr. Pittman and Mr. Hand agreed to recommend approval of the Building Sale and Lease Agreement if it is presented at the May Board meeting.

## Capital Project Updates

Mr. Merkle provided capital project updates.

#1802 Haver Way Sewer Improvements Project- All easements have been secured. Staff decided to hold off on bidding for one month. Mr. Merkle expects to have bids to present at the July meeting.

Mr. Hill rejoined the meeting at 4:51 p.m.

#1901 Lift Station 14 Parallel Force Main- Pipe has been delivered to the site. Crews plan to be on site later this week. The project will be directionally drilled to minimize disruption in the area.

#1902 TriCo WRRF Expansion- Thieneman is ahead of schedule. Approximately 6,000 cubic yards of excess dirt was stockpiled behind the Biosolids Building; the spoil will be used to backfill the new clarifiers once the structures are complete. The rest of the dirt is being moved to the property to the south of the plant. Thieneman and the property owner have an agreement to clear his property and raise the grade using excess dirt from the jobsite.

Mr. Hand asked if taking the backfill to the property to the south will cause a diversion of water onto other properties and asked if TriCo will have any liability associated with moving the dirt to that property. Mr. Merkle said TriCo will have no liability, the agreement is between Thieneman and the property owner. They are not altering the drainage and the work is being monitored by the Town of Zionsville.

Mr. Merkle said the project has not been affected so far by the pandemic. Thieneman was expecting delays with some materials so they got their orders in early.

#1906 Eagle Creek Outfall Sewer- Staff and Mrs. Poindexter are working with DOW to secure remaining easements. Mr. Merkle is expecting the project to bid around the same time as the Haver Way project.

#1910 Office Unification- Mr. Merkle said the project is at a slow spot in the schedule. Steel framing materials are scheduled to be delivered on May 18 due to a two-week delivery delay from the pandemic. Alderson still expects the project to be finished on time. Subcontractors are on site doing electrical and mechanical work. There have been some issues with change order requests and excessive pricing. Blackline and staff are working with them to come to an agreement on those issues.

Mr. Pittman asked if some of the changes were a result of incomplete or insufficient plans. Mr. Merkle said not at this time. Most of the changes have had to do with unexpected conditions in the existing building.

#2001 Little Eagle Creek Interceptor Extension- The development is in flux and waiting for the Town of Zionsville to share an economic development plan around the airport. The



airport would like to extend the runway to the south and that could have an impact on how land can be developed.

**Other Business**

Mr. Merkle said he expects to bring a proposal before the Committee next month for the replacement of flow metering equipment. Existing equipment is failing and becoming unreliable. The cost is expected to be around \$40,000.

Mr. Williams said TriCo is trying to get things back to a new normal. The Administrative Office will remain closed to the public until at least May 15, 2020 to stay in line with the Township Trustee's Office.

The Meeting adjourned at 5:06 p.m.

Respectfully Submitted,

A handwritten signature in black ink, appearing to be 'Wes Merkle', written in a cursive style.

Wes Merkle  
Engineering Manager



## MEMORANDUM

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**To:** Board of Trustees

**From:** Andrew Williams

**Date:** May 6, 2020

**Subject:** Temporary Service Agreement with Citizens

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Staff have been negotiating a Temporary Service Agreement between Citizens Wastewater of Westfield, LLC, TriCo Regional Sewer Utility, Byrum Family Limited Partnership and Highlands Latin School Indianapolis. Staff is supportive of the proposed agreement pending a few revisions to the wording. Here are highlights of the agreement:

- Citizens will allow TriCo to temporarily serve the Byrum parcel
- The School will be TriCo's direct customer; there is no wholesale arrangement through Citizens
- Byrum or the School, as they determine between them, will pay all costs and fees required by TriCo to establish sewer service to the School
- The School has three years to complete construction and connection to TriCo sewers or the agreement is null and void
- TriCo may keep all fees it has collected for providing service to the School
- If Citizens does not extend sewers and transfer service to their system within 10 years, the School will permanently remain TriCo's customer

Recommended Action: Approval of the Temporary Service Agreement with Citizens, Byrum and Highland Latin School.

**TEMPORARY SERVICE AGREEMENT BETWEEN  
CITIZENS WASTEWATER OF WESTFIELD, LLC,  
TRICO REGIONAL SEWER UTILITY,  
BYRUM FAMILY LIMITED PARTNERSHIP, AND  
INDY LATIN SCHOOL ASSOCIATION, INC. D/B/A  
HIGHLANDS LATIN SCHOOL INDIANAPOLIS**

This Temporary Service Agreement (the “Agreement”), is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”) by and between Citizens Wastewater of Westfield, LLC (“Citizens”), TriCo Regional Sewer Utility (“TriCo”), Byrum Family Limited Partnership (“Byrum”), and Indy Latin School Association, Inc. d/b/a Highlands Latin School Indianapolis (the “School”) (Citizens, TriCo, Byrum and the School each individually a “Party” and collectively the “Parties”).

**RECITALS**

**WHEREAS**, Byrum owns property located at 3810 W. 146<sup>th</sup> Street in the City of Westfield, Indiana (the “Property”);

**WHEREAS**, Byrum and the School have entered into an agreement pursuant to which Byrum intends to sell the Property to the School;

**WHEREAS**, the School intends to construct on the Property a new school building and possibly other educational facilities, such as but not limited to a gymnasium, and kitchen-cafeteria facilities (collectively the “School Facilities”);

**WHEREAS**, in order to facilitate the foregoing sale of the Property and the School’s construction of the School Facilities, Byrum and the School desire to secure wastewater utility service to serve the Property;

**WHEREAS**, in March 2014, Citizens purchased from the City of Westfield (the “City”) the wastewater collection and treatment system that serves the City of Westfield (the “Citizens Wastewater Utility System”) and Citizens has the exclusive right to provide wastewater utility service to all areas located within the incorporated boundaries of the City, including the area where the Property is located;

**WHEREAS**, the Property is located within the incorporated boundaries of the City in an area that Citizens does not have imminent plans to extend its wastewater collection system to but desires to preserve its right to serve in the future as it develops and expands its system to that area;

**WHEREAS**, as a result of the Property being adjacent to the service territory of TriCo in Clay Township, TriCo has collection system facilities near the Property; and

**WHEREAS**, in the spirit of utility cooperation and collaboration and to support the educational endeavors of the School, subject to the terms and conditions set forth herein, TriCo and Citizens

desire for TriCo to extend and provide wastewater utility service to the School Facilities on the Property until such time as Citizens extends its wastewater collection system to serve the Property or as otherwise provided for under this Agreement;

**NOW, THEREFORE**, in consideration of the foregoing recitals and the covenants and conditions set forth herein, the Parties hereby agree as follows:

### **AGREEMENT**

- 1. Incorporation of Recitals.** The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth as agreements of the Parties.
- 2. Service Territory.** Except as otherwise provided herein, the Property shall remain within Citizens' service territory and Citizens reserves the right to be the exclusive provider of wastewater utility service to the Property. Citizens shall provide notice to and a copy of this Temporary Service Agreement to the City of Westfield.
- 3. Extension and Provision of Temporary Service by TriCo.** Subject to this Agreement, including but not limited to Citizens' reservation of rights under Section 4 hereof, including but not limited to the timeframe provided under Section 4(d), TriCo shall provide temporary wastewater utility service to the School based on TriCo's standard Ordinances, policies terms, conditions, rates and charges otherwise applicable for wastewater utility service as established within TriCo service area.
  - a. Byrum or the School, as they may determine between them, shall pay all costs for the offsite connection to the TriCo sewers and shall pay fees and costs, included but not limited to system development fees, easement acquisition and user fees, as may be required by TriCo to establish wastewater utility service to the School as illustrated on Attachment A attached hereto and incorporated herein by reference.
  - b. Citizens shall pay no costs or fees to or incur any costs on behalf of TriCo, Byrum or the School for the temporary TriCo sanitary sewer connection of the Property.
  - c. If TriCo sanitary sewers are not complete and providing service to the School within three years from Effective Date, the Agreement shall be null and void.
  - d. This Agreement and Citizens' consent to allow TriCo to temporarily serve the Property is limited to the service of the School Facilities on the Property and may not be expanded or used to allow service to any other property or to any other customer or for any other purpose on the Property; provided, however, if any facilities other than the School Facilities are constructed on the Property, Citizens reserves the right to serve such facilities in accordance with Section 4 of this Agreement.

- e. The City is a signatory to this Agreement solely for the purpose of the acknowledgment of the agreement of the Parties and consent and will not otherwise be considered a Party to this Agreement for any other purpose.

**4. Extension and Provision of Permanent Service by Citizens.** Citizens shall provide the School and TriCo six (6) months advanced written notice of its plans to connect and transfer the School to receive service from Citizens.

- a. Except as provided below, Citizens shall be responsible for all physical connection and transfer costs.
- b. Upon receipt of such notice, the School and TriCo shall cooperate and support completing such transfer, including but not limited to the following:
  - i. The School shall not object to becoming a customer of Citizens and shall pay all applicable costs, fees and charges in accordance with Citizens' terms and conditions for service in effect at that time.
  - ii. TriCo shall not object to the School becoming a customer of Citizens. Upon disconnection of the School Facilities from TriCo sewers, TriCo shall transfer ownership of all sewer infrastructure located on the Property that are owned by TriCo to Citizens at no cost and TriCo shall convey to Citizens via quit claim any easements on the Property.
  - iii. The School shall provide any and all easements to Citizens free of charge to complete the connection and/or to serve adjacent property owners in the future. The School shall reimburse Citizens for the cost of installing reasonable and necessary wastewater lateral lines consistent with and pursuant to Citizens' terms and conditions for service requests made and in effect at that time. If the School is not the owner of the Property at the time of the connection and transfer of the School to service from Citizens, the School shall: (a) ensure the then owner of the Property provides Citizens any and all easements required by this paragraph; or (b) reimburse Citizens for all costs it incurs to acquire such easements, including but not limited to any costs Citizens incurs to acquire the easements through eminent domain.
  - iv. TriCo shall continue to serve the School until all Citizens connection and transfer activities are complete.
- c. TriCo may keep all fees it has collected for providing service to the School.
- d. If Citizens does not disconnect the School's Facilities on the Property from TriCo sewers and connect such facilities to Citizens sewers within 10 years from the Effective Date, Citizens shall immediately transfer the Property from its service territory to TriCo's service territory such that the School shall permanently remain TriCo's direct retail customer.

5. **Notices.** All notices, demands or requests made pursuant to, under or by virtue of this Agreement must be in writing and shall be delivered to all Parties in one of the following manners: (a) personal delivery, (b) delivery by Federal Express or other comparable overnight courier service with a tracking number, or (c) delivery by certified or registered U.S. mail, postage prepaid, return receipt requested. Delivery to each Party shall be made to its respective address below:

Citizens:

Citizens Energy Group  
Attention: Vice President, Water Operations  
2150 Dr. Martin Luther King Jr. Street  
Indianapolis, Indiana 46202

with a copy to:

Citizens Energy Group  
Attention: General Counsel  
2020 N. Meridian Street  
Indianapolis, Indiana 46202

TriCo:

TriCo Regional Sewer Utility  
Attention: Utility Director  
7236 Mayflower Park Drive  
Zionsville, Indiana 46077

with a copy to:

Anne Hensley Poindexter  
Altman, Poindexter & Wyatt, LLC  
90 Executive Drive, Suite G  
Carmel, Indiana 46032

Byrum:

Attn: Clark Byrum Jr.  
Byrum Family LLP  
1533 E. Northfield Drive, Ste. 100  
Brownsburg, Indiana 46112

with a copy to:

Keith L. Beall  
Clark, Quinn, Moses, Scott & Grahn, LLP  
320 N. Meridian Street, Suite 1100  
Indianapolis, Indiana 46204

School:

Tim Huston  
Indy Latin School Association, Inc.  
d/b/a Highlands Latin School Indianapolis  
13118 Brooks Landing Place  
Carmel, Indiana 46033

All notices (i) shall be deemed to have been given on the date that the same shall have been delivered in accordance with the provisions of this Section 5 and (ii) may be given either by a Party or by such Party's attorneys. Any Party may, from time to time, specify as its address for purposes of this Agreement any other address upon giving all other Parties ten (10) days' prior written notice of any change thereof.

**6. Miscellaneous.**

- a. This Agreement constitutes the entire understanding and agreement of the Parties relative to the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements or understandings of any kind between or among the Parties hereto with respect to the subject matter hereof. All exhibits and attachments to this Agreement are incorporated herein by this reference thereto and are expressly made a part of this Agreement as fully as though completely set forth herein.
- b. Each Party represents that it has the authority to enter into this Agreement.
- c. Each Party acknowledges that it has had the opportunity to seek the advice of independent legal counsel and has read and understands all of the terms and provisions of this Agreement. The Parties have jointly participated in the

negotiation and drafting of this Agreement and any uncertainty or ambiguity in this Agreement shall not be interpreted in a way that favors or disfavors any Party.

- d. This Agreement may be executed by the Parties in multiple counterparts, all of which shall be deemed an original and when taken together shall be deemed one and the same instrument.
- e. If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement and any instrument executed pursuant hereto shall nevertheless remain in full force and effect so long as the economic and legal substance of the transaction contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement and any instrument executed pursuant hereto so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.
- f. No Party hereto shall assign or delegate this Agreement or any rights or obligations hereunder without the prior written consent of the other Parties hereto; provided, however, upon the closing of Byrum's sale of the property to the School, Byrum's consent shall no longer be required by any other Party desiring to assign or delegate this Agreement or any rights or obligations hereunder. Any attempted assignment or delegation in contravention of this Section 6.f shall be void and of no force or effect. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the Parties hereto.
- g. Each Party shall be responsible for its own fees or expenses incurred for legal, accounting or other representative or advisor costs incurred in connection with this Agreement.
- h. Subject to applicable law, any public announcement relating to the subject matter of this Agreement shall be mutually agreed upon by the Parties; provided, however, upon the closing of Byrum's sale of the property to the School, Byrum's agreement shall no longer be required by the other Parties under this Section 6.h.
- i. The Section and paragraph headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- j. This Agreement may be amended or modified only by a written instrument executed by the Parties hereto; provided, however, upon the closing of Byrum's sale of the property to the School, Byrum's written signature shall no longer be required under this Section 6.j. Any waiver by a Party of any condition or right under this Agreement shall not be deemed or construed as a further or continuing waiver of the same right or a waiver of any other condition or right.



- k. This Agreement and all instruments executed pursuant hereto shall be governed by Indiana law.

**IN WITNESS WHEREOF**, the undersigned certify that they are duly authorized and empowered to execute this Agreement and thus bind the entity in whose behalf they sign as of the Effective Date shown above.

**[signature page follows]**

**CITIZENS WASTEWATER OF  
WESTFIELD, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BYRUM FAMILY LIMITED  
PARTNERSHIP**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF WESTFIELD, INDIANA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TRICO REGIONAL SEWER UTILITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HIGHLANDS LATIN SCHOOL  
INDIANAPOLIS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## MEMORANDUM

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**To: Board of Trustees**

**From: Andrew Williams**

**Date: May 6, 2020**

**Subject: Resolution 2020-3 and Building Sales Agreement and Lease**

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Staff have been negotiating the sale of TriCo's share of the Hensel Government Building to Clay Township. The purchase price for the property would be \$946,000 based on the average of two appraisal. TriCo would then make lease payments until the staff is relocated to the new office at the Water Resource Recovery Facility. The scheduled completion date of the new office space is November 1, 2020.

The Resolution 2020-3 and the Sales Agreement are attached for your review.

Recommended Action: Approve Resolution 2020-3 and Sales Agreement and Lease Agreement between TriCo Regional Sewer Utility and Clay Township.

**RESOLUTION NO. 2020-05-11**

**RESOLUTION OF THE TRICO REGIONAL SEWER UTILITY**

*Regarding the Intergovernmental Transfer of Certain Real Property Interests*

The Board of the Trico Regional Sewer Utility (the “District”) met at a duly called and authorized meeting of the Board held on the date set forth below, such meeting being called pursuant to a notice stating the time, place and purpose of the meeting posted on the Trico webpage for the public and otherwise duly noticed, and the following resolutions were made, seconded and adopted by majority of those present at the meeting, which constituted a legal quorum of the Board.

In accordance with Executive Order 2020-09 issued by Governor Eric Holcomb on March 23, 2020, all members of the Board participated in the meeting by electronic means, and access and opportunity to testify was afforded electronically to the media and the public.

**WHEREAS**, Clay Township of Hamilton County, Indiana (hereinafter the “Township”) entered into an Interlocal Joint Venture agreement dated March 18, 1996 (the “Joint Agreement”) with the Clay Township Regional Waste District now known as Trico Regional Sewer Utility (the “District”) to jointly develop, construct and operate the land and improvements now known as the John W. Hensel Government Center located at 10701 N. College Avenue, Indianapolis, IN 46280 (the “Government Center”) and the adjacent Carmel Fire Station No. 45 ( “Station No. 45”)( the Government Center and Station No. 45 together the “Complex”) ; and

**WHEREAS**, pursuant to the Joint Agreement, the District was responsible for fifteen and six-tenths percent (15.6%) of the costs of construction and ownership of the Complex and approximately forty-three percent (43%) of the costs of construction and operation of the Government Center alone; and

**WHEREAS**, the District now desires to transfer its ownership interest in the Complex to the Township, and the Township desires to accept such transfer by the District; and

**WHEREAS**, the District and the Township have each obtained an appraisal of the fair market value of the District’s ownership interest in the Government Center (the “Appraisals”), and the average of the Appraisals is in the amount of Nine Hundred Forty Six Thousand One Hundred and 00/100 Dollars (\$946,000.00) as calculated in Exhibit “A” and the parties desire to exchange this amount in consideration of the transfer; and

**WHEREAS**, the District and the Township have agreed to enter into a Purchase Agreement in the form attached hereto as Exhibit “B” and the Lease attached thereto allowing the District to remain as a tenant in the Complex for a period of up to eighteen (18) months following the closing of the Purchase Agreement; and

**WHEREAS**, Ind. Code §36-1-11-8 provides that a transfer or exchange of property may be made between governmental entities upon terms and conditions and for value as agreed upon by the entities as evidenced by adoption of a substantially identical resolution by each entity.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of the Trico Regional Sewer Utility (the “Board”) hereby adopts the following:

1. The foregoing Recitals are incorporated herein by this reference.
2. The Township shall accept the transfer of the Complex from the District by Special Warranty Deed in accordance with the terms of the Purchase Agreement in exchange for payment to the District in the amount of \$946,000.00 (the “Purchase Price”), representing the average of the Appraisals for the Government Center.
3. The costs of the transfer, including the costs of an owner’s title policy, closing fees and any related closing costs shall be divided equally between the District and the Township and shall be deducted from or credited to the Purchase Price at Closing.
4. The District shall take all action necessary to affect the transfer of the Government Center as provided herein and to enter into the Purchase Agreement and the Lease. Such transfer shall take place after the adoption of substantially similar resolutions by the Township and the governing body of the District.
5. The District \_\_\_\_\_ is hereby authorized, empowered and directed to take all action necessary to complete the transfer of the Government Center to the Township and to enter into the Lease, to accept and deposit the tender of the Purchase Price (as adjusted for expenses) and to execute all documents required in connection with the transfer of the Government Center pursuant to this Resolution, and to take all other lawful actions necessary to complete the transfer and Lease of the Government Center as contemplated herein without further action of the Board.
6. This Resolution shall take effect immediately upon its passage.

[This space intentionally left blank]

**Adopted and approved by the Trico Regional Sewer Utility Board this 11<sup>th</sup> day of May 2020 by roll call vote with the Board Members voting as indicated below.**

**TRICO REGIONAL SEWER UTILITY**

Carl Mills, President	_____
Steve Pittman, Vice President	_____
Michael McDonald, Secretary	_____
Jane Merrill, Treasurer	_____
Jeff Hill, Member	_____
Jeff Kimbell, Member	_____
Eric Hand, Member	_____
Barb Land, Member	_____
Charles Ryerson, Member	_____

**CERTIFICATION**

I certify under the penalties of perjury that the foregoing members of the Township Board of Clay Township of Hamilton County, Indiana voted by roll call vote as indicated above at a public meeting conducted in accordance with Executive Order 2020-09 on May 11, 2020.

\_\_\_\_\_  
Andrew Williams, Utility Director

**Exhibit “A”**  
**Appraisal Summary**

**RESource, LLC**                      **\$2,300,000 x 43% = \$989,000**

**McClain, Cottingham & Gilligan, LLC    \$2,100,000 x 43%    = \$903,000**

$$\text{\$989,000} + \text{\$909,000} = \text{\$1,892,000}/2 = \text{\$946,000.00}$$

## REAL ESTATE PURCHASE AGREEMENT

This real estate purchase Agreement ("Agreement") is executed as of the Effective Date indicated below by TriCo Regional Sewer Utility (formerly known as Clay Township Regional Waste District)("Seller") whose address is 10701 N College Ave, Suite A, Indianapolis, IN 46280 and Clay Township of Hamilton County, Indiana, ("Buyer"), whose address is 10701 N College Ave, Indianapolis, IN, (Buyer and Seller each a "Party" and together the "Parties") who agree as follows:

- A. Seller and Buyer are the fee simple owners as tenants-in common of property and improvement located at 10701 N College Ave, Indianapolis, Indiana in Clay Township, Hamilton County, Indiana, commonly known as the John W. Hensel Government Center pursuant to an Interlocal Agreement attached here to as Exhibit "A" (the "Interlocal Agreement") and the real estate more particularly described in Exhibit "B" attached hereto (the "Real Estate"); and
- B. Seller desires to sell all of its right, title and interest in and to the Real Estate along with all rights, privileges, interests, easements, improvements, fixtures and appurtenances of every kind and nature related thereto either permanently installed or used in connection therewith (all collectively referred to as the "Property") on the terms contained herein; and
- C. Buyer desires to purchase the Property on the terms contained herein; and
- D. The Parties desire for Seller to retain possession of the portion of the Property it currently occupies in the Government Center as illustrated in Attachment 1 to Exhibit "C" (the "Leased Premises") on the terms contained in the Lease attached hereto as Exhibit "C" (the "Lease") for up to eighteen (18) months following the Closing defined below (the "Retention Period").

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

- 1. **Incorporation.** The recitals set forth above are incorporated into this Agreement as if set forth fully herein.
- 2. **Purchase and Sale.** Seller agrees to sell, and Buyer agrees to purchase all of Seller's right title and interest in and to the Property for the Purchase Price and subject to the terms and conditions hereinafter set forth.
- 3. **Purchase Price.** The purchase price for the Property shall be Nine Hundred Forty-Six Thousand Dollars (\$ 946,000.00) ("Purchase Price").
- 4. **Payment of Purchase Price.** The Purchase Price shall be paid to Seller as follows:



- a. Within three (3) business days of the Effective Date defined below Buyer shall deliver to Near North Title, Carmel, Indiana ("Title Insurer"), an earnest money deposit in the amount of One Thousand Dollars (\$1,000.00) (the "Earnest Money"). The Earnest Money shall be held, applied, returned or retained in accordance with the terms of this Agreement. If Buyer shall fail or refuse to perform its obligations herein specified after all conditions in this Agreement have been satisfied, the Earnest Money shall be transferred to Seller as liquidated damages for Buyer's failure to close this transaction and Seller waives any claim for damages, at law or in equity for Buyer's failure to close this transaction, and waives any claim for specific performance and agrees that such liquidated damages shall be Seller's sole remedy at law or in equity for Buyer's failure to close its option. If Seller shall fail or refuse to perform its obligations herein specified after all conditions in the Agreement have been satisfied, Buyer shall have the right to enforce this Agreement by specific performance, but waives all other damages except for the recovery of attorneys' fees as provided herein.
- b. The remainder of the Purchase Price shall be paid by Buyer at the closing of the purchase of the Property conducted by Title Insurer (the "Closing") by application of the Earnest Money and the payment of readily available funds by wire transfer at Closing.

5. **Conditions.** The Buyer's obligations under this Agreement are subject to the following (the "Buyer's Conditions"):

- a. **Title Insurance.** The receipt of a Commitment for an owner's policy of title insurance (the "Title Commitment") for a 2006 ALTA Owner's Policy (the "Title Policy") issued by the Title Insurer for the full amount of the Purchase Price, insuring marketable title to the Property in the name of the Buyer, free from exceptions other than the Permitted Exceptions defined below. Within three (3) business days of the Effective Date, Seller shall order the Title Commitment and shall be responsible to pay all costs of the Owner's Title Policy at Closing. Buyer and Seller shall equally share the Title Insurer's fee for insured closing and all other related closing costs. Each Party shall be responsible for its own attorneys' fees related to the Closing of this transaction.

If the Title Commitment reflects exceptions to title or encumbrances other than the Permitted Exceptions and/or existing violations of zoning ordinances or other laws, ordinances, restrictions or covenants applicable to the Property (any of the same referred to as "Title Defect(s)"), then Buyer shall within five (5) business days following receipt of the Title Commitment give Seller written notice of such Title Defect. Seller shall, within five (5) business days after receipt of notice of Title Defect, elect to cure or not to cure the Title

Defect. If Seller elects not to cure the Title Defect, the Buyer shall have five (5) business days to elect to (i) cure the Title Defect from the Purchase Price (if the Title Defect relates to a mortgage, lien, judgment or similar financial obligations), (ii) waive the Title Defect and proceed to Closing, or (iii) terminate this Agreement by written notice to Seller. If written notice of election to cure or termination is not received by Seller within said five (5) business days, Buyer shall have been deemed to have waived the Title Defect(s) and the Parties shall proceed to Closing. If Seller elects to cure the Title Defect, Seller shall use Seller's reasonable efforts to remove the Title Defect or obtain affirmative title insurance coverage insuring and defending against any loss, cost or expense arising out of or relating to the Title Defect ("Affirmative Coverage"). On or before Closing, Seller shall provide Buyer with reasonable evidence of the removal of the Title Defect or that Affirmative Coverage has been obtained. If Buyer elects to terminate this Agreement due to a Title Defect, Title Insurer shall promptly refund the Earnest Money to the Buyer, and all of Buyer's and Seller's obligations under this Agreement shall cease.

Permitted Exceptions shall include the following:

- i. Non-delinquent taxes, assessments and liens which Seller agrees to pay at Closing;
- ii. Covenants, conditions, restrictions and easements of record provided the same do not prohibit Buyer's intended use of the Property and that violation thereof will not result in forfeiture of title;
- iii. Zoning ordinances and other governmental restrictions affecting the use of the Property provided no violations now exist;
- iv. Any encroachment of the improvements to the Property upon a dedicated road, alley or right-of-way; and
- v. All matters shown in the Title Commitment to which Buyer objects other than those objections, if any, which Seller has agreed to cure pursuant to this Paragraph.

Notwithstanding anything contained in this Agreement to the contrary, Seller shall be obligated to expend whatever sums are required to cure or obtain Affirmative Coverage for the following Title Defects and encumbrances on the Property prior to, or at, the Closing:

- vi. All mortgages, security deeds, liens or other security instruments encumbering the Property, which are not to be assumed by Buyer at Closing; and
- vii. All judgments against the Seller (which do not result from acts or omissions on the part of Buyer) which have attached to and become a lien against the Property.

b. **Retention Period.** Seller's continued possession of the Leased Premises

after Closing during the Retention Period on the terms contained in Paragraph 9.

- c. **Property/Improvements.** Seller is selling the Property in an “as is/where is” condition and makes no warranty as to the condition of the Property, environmental conditions or improvements thereon other than Seller’s commitments in Paragraph 9 and Seller’s Representations in Paragraph 15 below.
  - d. **Approval and Appropriation.** The Township Board of Buyer has approved this Agreement and has appropriated sufficient funds to close this transaction.
  - e. **Appraisal.** The Purchase Price is equal to or less than the highest amount authorized to be expended by Buyer for the Property under the laws of the State of Indiana.
6. **Special Assessments.** Seller shall pay so much of the special assessments applicable to the Real Estate, if any, assessed against the Property for and becoming a lien prior to or during the calendar year in which the Closing occurs as shall be allocable to Seller for the period on and through the date of Closing (the “Closing Date”). Buyer will assume and agrees to pay so much of the special assessments applicable to the Real Estate, if any, assessed against the Property for and becoming a lien during the calendar year in which the Closing occurs as shall be allocable to Buyer for the period on and after the Closing Date. Any special assessments not assumed by Buyer and not due and payable at the time of Closing, shall be allowed to Buyer as a credit against the cash payment required on Closing, and Seller shall not be further liable for such special assessments.
7. **Maintenance, Insurance and Risk of Loss.** In the event that, prior to Closing, all or any portions of the Property is damaged by casualty then the Buyer may elect to: (i) terminate this Agreement, in which event the Earnest Money shall be returned to Buyer and the Parties shall have no further obligations hereunder; or (ii) proceed with the Closing and the Purchase Price shall be reduced by an amount equal to any sums previously paid or then payable to Seller by the insurer by reason of such casualty and Seller shall transfer and assign to Buyer at Closing any and all further claims, demands, actions and choses in action which may exist as a result of these provisions. Notwithstanding these provisions, Seller shall not make any voluntary settlement or agreement regarding any casualty or other actions without first obtaining Buyer’s written consent to such settlement or agreement. If Seller and Buyer are not able to agree to the terms of any such settlement or agreement, then this Agreement shall terminate and the Title Insurer shall promptly refund the Earnest Money to Buyer, and all of Buyer’s and Seller’s obligations under this Agreement shall cease.

8. **Closing.** The Closing shall occur at the office of the Title Insurer or such other location agreed to by the Parties not later than fifteen (15) days after the satisfaction of Buyer's Conditions, unless Buyer and Seller shall agree upon a different date for the Closing. At Closing Seller shall deliver to Buyer a general warranty deed, vendor's affidavit, Indiana sales disclosure statement, evidence of authority and such other documents as are reasonably required by Buyer or Title Insurer to transfer title and issue the Title Policy contemplated by this Agreement.
9. **Possession/Personal Property/Fixtures/Appliances.** After the Closing, Seller shall continue to remain in possession of the Leased Premises pursuant to the Lease attached hereto as Exhibit "C." In addition to the provisions of the Lease, possession of the Leased Premises shall be delivered to Buyer on or before expiration of the Retention Period in the same or better condition as existed at Closing, reasonable wear and tear excepted, broom clean and free and clear of liens or claims of any other person or entity. All fixtures, window coverings and appliances shall remain with the Property, including but not limited to the existing refrigerator, and all other items mutually agreed to by the Parties. During the Retention Period, Seller shall continue to share in the use and occupancy expenses incurred for the office building and the exterior operating costs on the same terms as set forth in the Interlocal Agreement. Prior to vacation of the Leased Premises, representatives of the Parties shall perform a joint walk through of the Leased Premises and designate any repairs or other damage to be remedied by Seller due to the removal of Seller's equipment or furnishings. Unless otherwise agreed, Seller shall remove all of its equipment, furnishings and other items of personal property ("Personal Property") from the Leased Premises and if such Personal Property is not removed within fifteen (15) days of Seller's surrender of the Leased Premises, Buyer may dispose of such Personal Property at Buyer's discretion. Throughout the Retention Period, Seller shall maintain in force commercially reasonable insurance coverage insuring Seller's Personal Property and providing general liability coverage including coverage for personal injury or death covering the Property, Seller, its employees and invitees, all as provided in the Lease.
10. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and delivered either in person or by certified first-class prepaid US Mail, return receipt requested, to Seller or Buyer at their respective addresses listed on the front page of this Agreement, or at such other address specified in writing by the Parties. Notices shall be deemed received on the date the same is personally delivered to the recipient or received by the recipient as evidenced by the return receipt.
11. **Assignment.** Neither Party to this Agreement may assign any of its rights hereunder to any person or entity without the written consent of the other Party.
12. **Complete Agreement.** This Agreement contains the complete agreement of the Parties and all oral agreements have been incorporated herein. This Agreement may be amended or altered only by the written agreement of both Buyer and Seller.

If any term, covenant or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalidity or unenforceability had never been contained therein.

13. **Use of Brokers.** Buyer and Seller represent that they are not represented by any broker, finder, or other person with respect to this Agreement. Each Party will indemnify the other Party from any claim made by any broker, finder or other person claiming through the indemnifying Party.
14. **Attorney's Fees.** In the event that either Party shall bring an action or legal proceeding for an alleged breach of any provision of this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party, as a part of such action or proceedings, or in a separate action brought for that purpose, reasonable attorney's fees and costs as may be fixed by the court.
15. **Seller's Representations.** Seller hereby represents and warrants to Buyer (and shall be deemed to represent and warrant to Buyer as of the date of Closing) that each of the following statements is true to the Seller's actual knowledge and not solely knowledge presumed or imputed to Seller as a member of the three (3) person governance board under the terms of the Interlocal Agreement:
  - a. Neither the execution and delivery of this Agreement, nor the consummation of the transaction contemplated hereby, will materially conflict with, or result in a material breach of, the terms, conditions or provisions of, or constitute a material default under any agreement to which Seller is a party or by which Seller is bound;
  - b. Seller has full right, power and authority to sell, transfer, convey and assign all of the Property to Buyer;
  - c. There is no condemnation or similar proceeding which is pending or, to Seller's knowledge, threatened against the Property or any part thereof;
  - d. Seller has not received any notification from any governmental agency, authority or instrumentality of any pending or threatened special assessments on or against the Property, for the costs of improvements made with respect to the Property or any part thereof;
  - e. There is no lease, option, purchase agreement, right of first refusal or other agreement affecting the Property or the operation, possession, use or control thereof, except for minor maintenance agreements that may be terminated prior to or at the Closing and the Interlocal Agreement;
  - f. There is no lien, mortgage, pledges, security interests or other encumbrance attributable to Seller and attached to or affecting the Property except for the lien of non-delinquent real estate taxes and those Permitted Exceptions defined herein; and
  - g. To Seller's actual knowledge without investigation or inquiry, (a) Seller has no knowledge of and has received no notice from any third party that any Hazardous Materials has been deposited, stored, disposed of, placed, located or released on the Real Estate in violation of applicable laws and (b)

no underground storage tanks are located on the Real Estate. As used herein, the term "Hazardous Materials" includes, without limitation, any material or substance which is (a) listed or defined as a "hazardous waste", "extremely hazardous waste", "restricted hazardous waste", "hazardous substance", "special waste", or "toxic substance" or words of similar import, under the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation and Liability Act, as amended ("CERCLA"), the Federal Clean Water Act, as amended, the Toxic Substance Control Act, as amended, (b) petroleum, petroleum fractions or by-products, (c) polychlorinated biphenyls, (d) asbestos containing materials, or (e) any other pollutant, toxic substance, or hazardous substance, material or waste regulated under any other federal, state or local environmental law, regulation, ordinance or rule existing as of the date hereof.

**16. Buyer's Representations.** Buyer hereby represents and warrants to Seller (and shall be deemed to represent and warrant to Seller as of the date of Closing) that each of the following statements is true to the Buyer's actual knowledge:

- a. Neither the execution and delivery of this Agreement, nor the consummation of the transaction contemplated hereby, will materially conflict with, or result in a material breach of, the terms, conditions or provisions of, or constitute a material default under any agreement to which Buyer is a party or by which Buyer is bound;
- b. Buyer has full right, power and authority to purchase all of the Property from Buyer;
- c. Buyer is (i) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the OFAC and/or on any other List, and (ii) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, and (iii) not an Embargoed Person (as defined below), (b) to Buyer's actual knowledge, none of the funds or other assets of Buyer constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person, and (c) to Buyer's actual knowledge, no Embargoed Person has any interest of any nature whatsoever in Buyer (whether directly or indirectly). The term "Embargoed Person" means any person, entity or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder.

**17. Standard of Conduct/Interpretation.** Unless this Agreement specifically states that an action is at the "sole discretion" of a Party, both Buyer and Seller shall be under a standard of commercial reasonableness in their actions under this Agreement provided; however, that this standard shall not create or enlarge any time period for

the performance of any aspect or condition under this Agreement. This Agreement shall be interpreted and construed under the laws of the State of Indiana. The headings, paragraphs, and gender references contained in this Agreement are inserted for convenience only and do not form a part of this Agreement or limit, expand or otherwise affect the interpretation hereof.

**18. Effective Date.** The Effective Date of this Agreement shall be the last date listed by the signatures below.

Executed by each Party as of the date and year indicated below.

**“SELLER”**

**TriCo Regional Sewer Utility**

By: \_\_\_\_\_

Attest:

\_\_\_\_\_

Date: \_\_\_\_\_

**“BUYER”**

**Clay Township of Hamilton County, Indiana**

By: \_\_\_\_\_

Douglas Callahan, Township Trustee

Attest:

\_\_\_\_\_

Date: \_\_\_\_\_

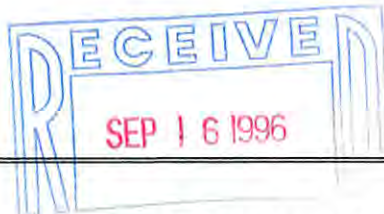
**Exhibit A**

**Interlocal Agreement**

**[See Attached]**



43.00  
18



9609618599  
Filed for Record in  
HAMILTON COUNTY, INDIANA  
MARY L CLARK  
On 05-08-1996 At 11:20 am.  
MISC 43.00  
Vol. 0 Page 0

***INTERLOCAL JOINT VENTURE FOR CONSTRUCTION,  
USE AND OCCUPANCY OF CLAY TOWNSHIP GOVERNMENT CENTER***

---

THIS AGREEMENT, made and entered into on March 18, 1996 by and between CLAY TOWNSHIP OF HAMILTON COUNTY, INDIANA, acting through its duly elected Trustee (hereinafter "TOWNSHIP") and the CLAY TOWNSHIP REGIONAL WASTE DISTRICT, organized and existing as an independent political subdivision under the laws of the state of Indiana (hereinafter "DISTRICT");

**WITNESSETH THAT:**

**WHEREAS**, the Township and the District have heretofore sponsored a facilities plan study entitled "Clay Township Project Program" dated August 29, 1995; and

**WHEREAS**, the above-referenced plan provided the basic information to enable the parties to determine their respective space and facility needs over the next ten years including the need for a fire station in the Home Place area of Clay Township; and

**WHEREAS**, the Township and the District own or control certain contiguous properties along College Avenue which provide a suitable site for the construction of a government center consisting of a fire station and office facility together with other improvements necessary and incidental to the use of such government center; and

**WHEREAS**, the Township has accumulated within its own budget process sufficient funds to construct a fire station and desires to participate with the District under the terms of this Agreement to effect the construction of an office facility to meet the needs of the parties and other appropriate government offices and/or agencies serving the residents and taxpayers of Clay Township; and

**WHEREAS**, the Township has obtained the approval of the Indiana Board of Tax Commissioners for the issuance of general obligation bonds of 1996 in the amount of \$750,000.00, the proceeds of the sale of which bonds will be used for the construction of the office facility; and

**WHEREAS**, the District desires to participate with the Township in the construction and ownership of the government center referenced above and occupy space in the new office facility under the terms of this Agreement; and

**WHEREAS**, each of the parties to this Agreement is an Indiana political subdivision within the meaning of I.C. 36-1-7 (Interlocal Cooperation) and, therefore, has the requisite authority to exercise the lawful powers granted to both through a joint venture; and

WHEREAS, the Township has caused plans and specifications to be completed in anticipation of advertising the government center for construction bidding, in accordance with applicable law and is in the process of completing its financing in connection with the construction of the office facility; and

WHEREAS, the District is in a financial position to move forward with the construction of the government center and is willing to commit funds for such purpose under the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the premises and of the covenants and agreements herein contained, the parties do hereby undertake and agree as follows:

#### ARTICLE I. THE PROJECT

- 1.1 The project referenced in the recitals to this Agreement shall be designated as the Clay Township Government Center and shall consist of the real estate contributed to the project from the parties as well as all improvements to be constructed thereon pursuant to the plans prepared by Mark Swanson & Associates, Inc., principal architect for the project. Such plans are further identified and marked as Exhibit A to this Agreement and incorporated herein by specific reference. In addition, the project shall include all site work preparatory to construction including, by way of illustration and not by way of limitation, all lift station and drainage work described in detailed plans and specifications prepared by Samuel L. Moore & Associates, Inc., dated January 3, 1996, and marked Exhibit B to this Agreement and incorporated herein by specific reference.
- 1.2 For purposes of this Agreement, the design, bidding, financing, contract awarding, construction and installation of improvements referenced in Section 1.1 and construction management are hereafter referred to as the "Project" and the fire station, office building, site work, lift station, drainage facilities, parking lots and appurtenant structures are hereafter referred to as the "Improvements."
- 1.3 The parties do hereby designate the Township as the lead agency for purposes of bidding the project and awarding contract, subject to the terms of this Agreement. It shall also be the responsibility of the Township to enter into appropriate agreements to assure construction of the Improvements is maintained on a timely basis and in conformity with the plans and specifications referenced in this Article.

#### ARTICLE II. PROJECT COSTS

- 2.1 The costs of the Project and Improvements ("Project Costs") shall consist of:
  - a. the cost of real estate yet to be acquired consisting of Lots 159, 160 and 161; (The value of contributed real estate by each of the parties, as reflected on Schedule C attached hereto and made a part

hereof, shall be deemed equal for purposes of Project Costs allocation.)

- b. the amounts paid or incurred by the Township and/or the District to Project Management Services, Inc., Samuel L. Moore & Associates, Inc., Mark Swanson & Associates, Inc., H. J. Umbaugh & Associates, Ice Miller Donadio & Ryan and Campbell Kyle Proffitt for services and advancements rendered in connection with all financial, engineering, legal, administrative and planning efforts leading to the execution of this Agreement, the acquisition of properties to be contributed to the project, the negotiations and services related to completing the financing for the Project including obtaining regulatory approvals for the Project;
  - c. the amounts paid or incurred by the Township and/or the District to Samuel L. Moore & Associates, Inc., for services rendered and advancements made in connection with the design of site work, lift station and drainage plans which form an integral part of the Project, together with supervision and inspection costs associated with the installation of such Improvements;
  - d. the amounts paid or incurred by the Township and/or the District to Project Management Services, Inc., and Mark Swanson & Associates, Inc., for services rendered and advancements made in connection with the preparation of the design for the Improvements and the specifications and requirements for bidders of the Project together with supervision and inspection costs during construction;
  - e. the actual costs incurred by the Township in installing and constructing the Improvements, including amounts paid to contractors and subcontractors selected by the Township pursuant to Article IV hereof;
  - f. such other costs reasonably and necessarily incurred with respect to the installation and construction of the Improvements.
- 2.2 The estimated Project Costs have been determined to be \$4,409,320 plus the cost of real estate, as reflected on Exhibit D attached hereto.

### ARTICLE III. SOURCE OF FUNDS FOR THE PROJECT COSTS

- 3.1 It is anticipated that the actual Project Costs will not exceed the estimated cost as reflected on Exhibit D and that such costs shall be paid by the Township and the District from their own respective funds either currently held or to be borrowed for Project purposes.
- 3.2 The Project Costs, including those which have previously been paid or incurred by either party and those not yet paid or incurred, shall be allocated as follows:

- a. each party shall contribute in kind real estate as set forth in Exhibit C attached;
  - b. each party shall pay its own legal fees to Campbell Kyle Proffitt;
  - c. the Township shall pay its bond issue financing costs, including bond counsel, financial advisor, underwriter's discount, rating and trustee's fees and bond and official statement printing;
  - d. the Township shall pay the construction costs of the drainage project;
  - e. each party shall pay for its own equipment and furnishings;
  - f. all other Project Costs shall be allocated 84.4% to the Township and 15.6% to the District.
- 3.3 The parties acknowledge that each has included within the contract bidding package certain equipment and personal property which is not a part of the Project Costs nor a part of the Project as defined by this Agreement. In connection with the public procurement of such equipment, each of the parties agrees to pay for such items in a timely fashion in accordance with the contract award and to indemnify and hold the other harmless from any and all liabilities, claims, actions and debts associated or connected therewith.

#### ARTICLE IV. PROJECT ADMINISTRATION

- 4.1 The Township shall act as the lead party with respect to all public procurement and public works project requirements under Indiana law. The District hereby delegates to and authorizes the Township to act on the District's behalf respecting public works projects as defined and controlled under I.C. 36-1-12.
- 4.2 The parties agree that the Project is currently ready to proceed with advertisement for construction bids in accordance with bid specifications and plans referenced herein. The Township shall proceed with the bidding process within sixty (60) days of the effective date of this Agreement, proceed to take construction bids and provide the District with bid tabulations and contract award recommendations at least twenty-one (21) days prior to awarding any contract for the construction of the Improvements.
- 4.3 The District shall review the bid tabulations and be afforded the opportunity to consult with the Township as to any matters involving the bid tabulations and/or determination of the lowest and best bid. The Township shall not award any contract for the construction of the Improvements until and unless the District has been consulted after such request.

- 4.4 Notwithstanding anything to the contrary contained in this Agreement, no contract for the construction of the Improvements may be awarded without the District's written consent if the financial obligation of the District under such contract would be in an amount equal to or greater than 110% of the estimated cost to the District as depicted on Exhibit D.
- 4.5 The Township shall create, maintain and administer a "Clay Township Government Center Project Account," (Project Account) which account shall be maintained separate from all other accounts of the Township. All payments from the District under this Agreement for Project Costs and all revenues, proceeds and other funds provided by the Township for Project Costs shall be deposited in such account. The funds in the Project Account shall be used for the payment of Project Costs. After all Project Costs have been paid and the Township has accepted possession of the Improvements, the Township shall provide the District with an accounting of all funds deposited in the Project Account and disbursements made from such account. The District shall be afforded an opportunity to review such accounting and consult with the Township prior to closing the account. After review of the accounting supplied by the Township, the District shall provide the Township with its written comments either accepting the accounting, rejecting the accounting or requesting a conference with the Township with respect to any matters pertaining to the accounting. Any matters unresolved after consultation and discussion may be submitted to arbitration in accordance with the terms of this Agreement, provided, however, the parties agree that each shall continue to be bound by all of the terms, provisions and obligations under this Agreement notwithstanding the arbitration proceeding under this Section.
- 4.6 The Project Account shall be initially funded with an operating balance contribution from each party as determined by the Township. Thereafter, the parties shall each contribute to the Project Account in amounts sufficient to fund each party's share of the Project Costs as set forth in Section 3.2. The parties recognize that each has previously incurred and paid certain Project Costs. Each party shall provide to the other party an accounting of such previous payments, and the Township shall adjust the required contributions of each party to account therefor and to cause each party's total contribution to be in accordance with Section 3.2.
- 4.7 The Township shall not approve any change order during construction which would effectively increase the District's financial obligation under this Agreement by more than 5% without the express written consent of the District.
- 4.8 In the event funds remain in the Project Account following the payment of all the Project Costs (and following acceptance of the Township accounting by the District), said funds shall be deposited in the Clay Township Government Center Operating Account as defined in Section 5.3 of this Agreement and each party's pro rata share of such funds shall be credited to such operating account; provided, however, that each party shall have

the right to reimbursement of such excess funds if ordinances or loan requirements mandate that such excess funds be used for other purposes.

- 4.9 The District shall be entitled to examine the Township's records pertaining to the Project Account during regular business hours at any time upon twenty-four (24) hours advance notice to the Township.

#### ARTICLE V. GOVERNANCE

- 5.1 Subject to the limitations contained in Section 5.4 and 6.1 of this Agreement, the use, occupancy and operation of the Clay Township Government Center, shall be governed by a Joint Board of three persons. The Clay Township Trustee shall serve as chairperson of the Joint Board. The Utility Manager for the District shall also serve as a member of the Joint Board. The Fire Chief for the Carmel/Clay Fire Department shall serve as the third Joint Board member.
- 5.2 The Joint Board shall be responsible for overseeing the operations of the office building and exterior grounds of the entire government center and reporting to the Township and the District as to the operating needs associated therewith. The Joint Board shall:
- a. establish rules, policies and procedures for the use and occupancy of the government center office building and exterior grounds;
  - b. review all claims prior to formal submission to the Township for payment;
  - c. prepare each year a recommended operating budget for the office building and all exterior grounds which shall be submitted to the Township and the District for approval and to work with the Township and District as a conference committee to resolve any differences or disputes respecting such proposed budget. Such proposed budget shall be submitted to the Township and the District no later than June 15th of each year and each party agrees to use its best efforts to review and provide comments no later than July 15th of each year. The operating budget shall include, but not necessarily be limited to, all occupancy and government expenses such as utilities, insurance, landscaping, repairs and maintenance, contract services, trash and snow removal, warranty and service contracts, lighting for common areas and parking lots, depreciation and replacement allowances for fixtures, taxes, assessments and all other expense associated with the use and occupancy of the government center;
  - d. review and recommend approval of any and all lease arrangements for the government center where other governmental units or agencies are to occupy space. Such lease arrangements shall be approved by the Township and the District;

- e. exercise general supervision and control over the office building and exterior grounds to assure that the buildings and grounds are maintained in good condition;
  - f. regularly review and inspect the operations of the government center and develop appropriate recommendations and plans for alterations, modifications and improvements to the buildings and grounds where appropriate;
  - g. establish procedures to promote security for the government center property and its occupants, visitors and guests;
  - h. monitor vendor performance and contract hire performance respecting the government center and make recommendations to the Township and the District as necessary for efficient and cost effective operations;
  - i. establish a comprehensive preventative maintenance program for the government center which shall be submitted to the Township and the District for approval and implementation;
  - j. keep such records, data and statistics which may be useful or required to document all operational aspects of the government center;
  - k. assume such additional duties and responsibilities as may be determined by joint resolution of the Township and the District;
- 5.3 The Township shall create, maintain and administer a "Clay Township Government Center Operating Account" (operating account), which account shall be maintained separate from all other accounts of the Township. All payments from the Township, the District and third-party lessees for the use and occupancy of the office building and exterior grounds shall be credited to said operating account and all expenses for the use and occupancy shall be paid from said operating account upon presentation and Township approval of claims as prescribed by Indiana law. The Township shall provide the Joint Board and the District with monthly operating statements reflecting the balance in the operating account together with a statement of receipts and expenditures therefrom. The parties agree that the operating account shall at all times carry an operating reserve balance equal to at least two (2) months operating funds as determined by the then current operating budget for the office building and exterior grounds.
- 5.4 Nothing in this Agreement shall be construed as authority of the Joint Board or the District to exercise any control or authority over the Carmel-Clay Fire Department respecting its operations, personnel, use and occupancy of the fire station which is to be constructed as an integral part of the government center. Such control and authority shall be retained by the fire department and the Township for all purposes of this Agreement. In connection therewith, it is specifically understood and

agreed that the Township may maintain special sinking funds, debt service funds and separate fire funds as required by bond instruments and ordinances or as deemed necessary by the Township's bond counsel.

#### ARTICLE VI. USE AND OCCUPANCY

6.1 It is understood and agreed that the Township is reserving exclusive use and occupancy rights to the fire station which forms an integral part of the government center. Accordingly, the District shall not be responsible for sharing in any of the direct expenses associated with the use and occupancy of the fire station including, but not limited to, insurance, taxes, assessments, utilities, repairs, maintenance or building services.

6.2 The Township and the District shall share in the use and occupancy expenses incurred for the office building which forms an integral part of the government center based on the actual square footage reserved for the exclusive use of the parties as follows:

District exclusive use --3216 sq. ft. (40%)  
Township exclusive use--4838 sq. ft. (60%)  
Public areas--3548 sq. ft.  
Mechanical area--541 sq. ft.

6.3 The District and the Township shall share in the exterior operating costs for landscaping, lighting, parking lot expense, ice and snow removal and other appropriate costs common for the exterior grounds based on the square footage measured in accordance with section 6.2, as adjusted for the cost sharing allocated to the fire department as follows:

District -- 20%  
Township -- 30%  
Fire ----- 50%

6.4 It is agreed that the operating account shall be initially funded with six months of budgeted expenses as determined by the Joint Board and approved by the parties. The District and the Township agree to make such deposit within thirty (30) days after such budget is approved and prior to the time the Township accepts the Improvements for substantial completion. Thereafter, the District and the Township shall remit monthly payments to the operating account equal to one-twelfth (1/12) of the approved annual budget.

6.5 The monthly remittance under Section 6.4 may be adjusted from time to time based on the recommendation of the Joint Board respecting the need for additional funds to make repairs or meet any emergency needs of the government center. Upon notification from the Joint Board that such additional funds are needed, the Township and the District agree to pay into the operating account such funds in accordance with the percentages set forth herein, unless both the Township and the District determine that such additional payments are not warranted.



- 6.6 The allocated share of the Township's obligation to pay for the operating costs of the government center under this Article shall not be adjusted, nor shall the Township be released from such obligation by virtue of the Township subleasing its reserved space to other government units or agencies. In connection therewith, the Township is granted the right to sublease its reserved space provided that the sublessee agrees to abide by all of the rules, policies and regulations promulgated by the Joint Board.
- 6.7 Each party hereto, on behalf of itself and its sublessees, agrees to use the Improvements in a careful, safe, clean and proper manner so as to not interfere with the rights, comforts and/or convenience of the other.
- 6.8 It is agreed that the office building and exterior grounds are to be used and occupied by the parties and sublessees as and for government offices and related activities.
- 6.9 It is agreed that no activity shall be permitted with respect to the use or occupancy of the office building which will increase the fire insurance rates or premiums payable for insurance for the building against fire, theft, storm or other casualty which may make void or voidable any policy of insurance.
- 6.10 It is agreed that no alteration, addition, modification or structural change shall be made to the office building or any appurtenant structure without the consent of the party not requesting the change, but such consent shall not be unreasonably withheld.
- 6.11 The Township agrees for and on behalf of the Carmel Clay Fire Department to the expense allocation set forth in Section 6.3 for the exterior grounds of the government center. The Township will fund the operating account for the fire department's allocable share from the Township's fire budget.

#### ARTICLE VII. REAL ESTATE MATTERS

- 7.1 All contributed real estate to the Project as identified in Exhibit C to this Agreement shall be conveyed and transferred to "CLAY CIVIL TOWNSHIP AND THE CLAY TOWNSHIP REGIONAL WASTE DISTRICT as Tenants in Common under the terms of an agreement dated \_\_\_\_\_ and designated as Interlocal Joint Venture for Construction, Use and Occupancy of Clay Township Government Center." Each of the parties agrees to execute appropriate deeds evidencing the transfer within thirty (30) days subsequent to the effective date of this Agreement.
- 7.2 The real estate yet to be acquired but included in the Project and Project Costs shall be titled in the name of the parties as set forth in Section 7.1.

- 7.3 It is the express intention of the parties to restrict their respective right and power to transfer their undivided interest to the contributed or acquired real estate or to effect a partition of such contributed or acquired real estate under the laws of the state of Indiana. Accordingly, the parties hereto, on behalf of themselves, their successors and assigns, do hereby irrevocably waive their rights to partition under any statute or judicial doctrine which exists at the time of the effective date of this Agreement or which may subsequently be enacted or created by any court.
- 7.4 It is agreed that no party shall transfer, sell or encumber its interests under this Agreement or its interest in the contributed or acquired real estate without first receiving the written consent of the other party. All questions relating to the sale or other disposition of all or any part of the contributed real estate shall be determined by mutual agreement of the parties.
- 7.5 Each party hereto releases the other party from any continuing obligation under the terms of Lease Agreement dated June 1, 1991 wherein the District leased Lots 167 and 168 and a portion of Lots 165 and 166 in Orin Jessup Addition in Home Place to the Township. Such property is identified as contributed real estate under the terms of this Agreement and the above referenced lease is hereby declared terminated and of no force and effect.
- 7.6 The Township shall be entitled to retain possession of the property it currently occupies until such time as construction of the Improvements begin. The District shall be entitled to retain possession of the property it currently occupies until such time as construction of the Improvements begin.
- 7.7 The Township shall maintain a "Clay Township Government Center Capital Improvement Account" (capital account) for the Township and the District. The capital account shall be allocated in accordance with each party's contribution to the Project Costs. The Township shall maintain records showing each party's subsequent payment for capital additions or improvements made to the government center and credit each party's capital account accordingly. The capital account shall be adjusted in accordance with standard accounting practices and the Township shall provide the District with an annual statement reflecting the adjustments, changes and balances in such account. It is expressly understood, however, that such capital account shall not be adjusted by any depreciation or depletion allowance.
- 7.8 the Project is being designed and constructed to meet the needs of the parties over the next ten years. It is anticipated that expansion of existing Improvements or construction of new improvements will take place in the future to accommodate either or both the parties. It is understood and agreed that the Joint Board shall act as liaison to the Township and the District respecting all capital improvements proposed for the government center and that each party shall have the right to participate in such capital improvement projects in a manner consistent with such

party's facility needs at the time. In the event one party desires to make capital improvements or additions to accommodate its needs and the other party determines that it does not have additional needs or otherwise chooses not to participate in such project, then the party desiring to make such capital improvement or addition may do so under the following terms:

- a. the capital improvement or expansion project shall not unreasonably interfere with the non-participating party's use and occupancy of the government center;
  - b. the party participating in the capital improvement or expansion project shall provide the non-participating party with an indemnification from and against all claims, expenses or costs associated with the capital improvement or expansion project; and
  - c. the party participating in the capital improvement or expansion project shall provide the non-participating party with a written undertaking assuming full responsibility and liability for damages caused to the government center by reason of construction of said capital improvements or additions.
- 7.9 In the event the government center is sold by mutual agreement of the parties the proceeds from such sale shall be paid over and distributed to the Township and the District in proportion to the capital account balances existing at the time of sale.
- 7.10 Nothing in this Agreement shall be construed in such a manner which would prevent the Township or District from acquiring the other party's interests under this Agreement or the interests in the contributed or acquired real estate upon such terms and conditions as the parties may mutually agree.

#### ARTICLE VIII. TERM OF AGREEMENT

- 8.1 This Agreement shall become effective upon its execution by the Township and the District. It shall be recorded in the Office of the Recorder of Hamilton County, Indiana.
- 8.2 This Agreement shall continue in full force and effect for a period of thirty (30) years unless terminated by mutual agreement of the parties. At the end of the term hereof, the parties agree to use their best efforts to renegotiate and renew the terms hereof in a manner consistent with their mutual best interest. Should the parties be unable to agree as to the renewal of the Agreement or the sale of one party's interests to the other, then the government center shall be sold in accordance with applicable law and the net proceeds shall be distributed in accordance with Article VII hereof.
- 8.3 Upon termination of this Agreement, each party reserves the right to dispose of its separately owned equipment and personal property.

## ARTICLE IX. REMEDIAL MEASURES

- 9.1 If either party believes that the other party has committed a breach of any obligation set forth in this Agreement such that the aggrieved party is harmed thereby, that party shall notify the Joint Board in writing of the nature of the alleged breach which the Joint Board shall investigate and, if a breach has occurred, shall work to have corrected. If such a breach continues to exist after a reasonable allowance for notice and corrective action, the aggrieved party shall be entitled to take appropriate action to seek relief.
- 9.2 Any disputes or differences arising between the Township and the District with regard to this Agreement, which are not resolved as set forth in Section 9.2 above, will be negotiated by duly appointed representatives of each party, and will be considered resolved when each party, with the approval of its respective Board, shall agree. Each party agrees to use its best efforts to resolve promptly all disputes or differences.
- 9.3 The parties acknowledge that each is represented by Campbell Kyle Proffitt, and that Campbell Kyle Proffitt has assisted in the drafting of this Agreement, but that Campbell Kyle Proffitt has not participated in the negotiations leading to the execution of this Agreement. Each party understands that Campbell Kyle Proffitt can represent neither party against the other in the event that a dispute arises with respect to this Agreement, and that neither party shall be entitled to invoke the attorney-client privilege with respect to any communication leading to this Agreement.

## ARTICLE X. LIABILITY

- 10.1 Neither party shall be liable for delay or damage arising from or growing out of this Agreement by reason of God, war, civil strife, strikes, work stoppages, shortages of material, fire, smoke damage, water damage, power fluctuation, hindrance by third parties, action of government, or down time due to operational failure beyond the parties' control.

## ARTICLE XI. MISCELLANEOUS

- 11.1 Should any part, term or provision of this Agreement be determined by any court of competent jurisdiction to be illegal or in conflict with any law of the United States of America or the State of Indiana, or otherwise be rendered unenforceable or void, the validity of the remaining portions or provisions shall not be affected thereby.
- 11.2 This Agreement and performance hereunder shall be construed in accordance with, and the rights of the parties shall be governed by, the laws of the State of Indiana.

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF HAMILTON                )

Before me, a Notary Public in and for said County and State, personally appeared Robert M. Book and Meredith L. Carter, the President and Secretary, respectively, of Clay Township Regional Waste District, and John Hensen, Clay Township Trustee, and Karl D. Swain of the Clay Civil Township, and who, having been duly sworn, stated that the representations herein contained are true and correct to the best of their belief, information and knowledge.

WITNESS my hand and Notarial Seal this 18 day of March,, 1996.



DEBORAH L. FARMER  
MY COMMISSION EXPIRES: 8-27-96  
MY COUNTY OF RESIDENCE IS: HAMILTON

Deborah L. Farmer  
Signature

\_\_\_\_\_  
Printed Name

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
County of Residence

Exhibit A to

INTERLOCAL JOINT VENTURE FOR CONSTRUCTION,  
USE AND OCCUPANCY OF CLAY TOWNSHIP GOVERNMENT CENTER

Exhibit A consists 56 pages of architectural drawings and specifications for the improvements to be constructed which were prepared by Mark Swanson Associates, Inc., 10610 North Park Avenue, Indianapolis, Indiana 46280-1020, who certified and dated said plans on April 8, 1996. The original of said architectural drawings and plans are on file in the office of the Clay Township Trustee.

Exhibit B to

INTERLOCAL JOINT VENTURE FOR CONSTRUCTION,  
USE AND OCCUPANCY OF CLAY TOWNSHIP GOVERNMENT CENTER

Exhibit B consists 8 pages of construction drawings and a booklet containing all the contract documents and specifications, (and amendment thereto dated January 18, 1996), for the Clay Township Government Center Storm Water Facilities, which were prepared by the engineering firm of Samuel L. Moore & Associates, Inc., 2629 Waterfront Parkway, East Drive, Suite 150, Indianapolis, Indiana 46214, who certified and dated said plans on January 3, 1996. The original of said engineering drawings, plans, contract documents and specifications are on file in the office of the Clay Township Trustee.

Exhibit C

Respective Contributions of Land

Township

Lots 135 and 136 (Isley)

Lots 162, 163, 164, 165, 166

Lot 190 (Sparte)

District

Lots 167 and 168 (Harwell)

Lot 191 (Moulton)

Property yet to be acquired and paid for  
out of Project Account

Lots 159, 160, 161



# Exhibit D

## Project Costs and Funding

	<u>84.4%</u> <u>Trustee</u>	<u>15.6%</u> <u>District</u>	<u>100%</u> <u>Total</u>
<u>Costs to be allocated on per square foot basis</u>			
Construction	2,332,795	431,180	2,763,975
Construction management	75,960	14,040	90,000
General conditions	84,400	15,600	100,000
Soil testing and surveys	11,816	2,184	14,000
Architect fees	144,965	26,795	171,760
Builders' risk insurance	6,330	1,170	7,500
Contingencies	211,000	39,000	250,000
Upgrade of 108th Street	16,880	3,120	20,000
Demolition	<u>37,980</u>	<u>7,020</u>	<u>45,000</u>
Runyon purchase	217,500	32,500	250,000
	3,139,626	572,609	3,712,235
<u>Processing costs to be paid by Trustee</u>			
Bond counsel	10,000	-0-	10,000
Financial advisor	17,500	-0-	17,500
Underwriter's discount	15,000	-0-	15,000
Rating and Trustee fees	5,000	-0-	5,000
Bond and OS printing	<u>6,500</u>	-0-	<u>6,500</u>
	54,000		54,000
<u>Costs to be paid separately by each party</u>			
Drainage project	281,085	-0-	281,085
Equipment	223,000	94,000	317,000
Attorney fees	15,000	30,000	45,000

11.3 A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing, executed with the same formality as this Agreement.

11.4 Failure of any party hereto to insist upon strict performance of the provisions of this Agreement shall not be construed as a waiver of any subsequent default or breach of the same or similar nature.

IN WITNESS WHEREOF, the parties hereto ratified, adopted and executed this Interlocal Joint Venture Agreement on the date and year first above written.

CLAY TOWNSHIP REGIONAL WASTE DISTRICT

By: Robert M. Book  
Robert M. Book, President

Attest:

Meredith R. Carter  
Secretary

CLAY CIVIL TOWNSHIP

By: John Hensel  
John Hensel, Trustee

Attest:

Karl D. Swain

Asst/Sjnt/ctrwld/jointvent.agr

THIS DOCUMENT PREPARED BY:

Robert F. Campbell, Attorney at Law  
CAMPBELL KYLE PROFFITT  
650 East Carmel Drive, Suite 400  
Carmel, Indiana 46032

**Exhibit B**

**Description of Real Estate**

**[To be Attached upon Completion off Title Work]**

**Exhibit C**

**Lease Agreement**

**[See Attached]**

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# **LEASE AGREEMENT**

**JOHN W. HENSEL GOVERNMENT CENTER  
10701 NORTH COLLEGE AVENUE**

between

**CLAY TOWNSHIP OF HAMILTON COUNTY, INDIANA  
(AS LANDLORD)**

and

**TRICO REGIONAL SEWER UTILITY  
(f/k/a Clay Township Regional Waste District)  
(AS TENANT)**

Dated as of \_\_\_\_\_, 2020

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## **LEASE AGREEMENT**

**THIS LEASE AGREEMENT** ("Lease") is entered into by Clay Township of Hamilton County, Indiana (hereinafter referred to as "Township") by and through its Township Trustee, and TriCo Regional Sewer Utility (f/k/a Clay Township Regional Waste District) (hereinafter referred to as "Tenant") by and through its Board of Trustees.

### **WITNESSETH:**

**WHEREAS**, the Township is the owner of the real estate, improvements and other facilities located at 10701 North College Avenue, Indianapolis, Indiana 46280 commonly known as the John W. Hensel Government Center and more particularly described in Exhibit "A" attached hereto (the "Government Center"), and desires to lease designated portions of the Government Center to Tenant for the uses and purposes and upon the terms and conditions set forth herein; and

**WHEREAS**, Tenant desires to lease the designated portions of the Government Center on the terms and conditions set forth herein; and

**WHEREAS**, the Township and Tenant have determined that the interests of the community would be best served by using the designated portions of the Government Center for the purposes stated herein; and

**WHEREAS**, Ind. Code § 36-1-11-8 authorizes the transfer of property between governmental entities upon terms and conditions agreed upon by the entities, as evidenced by the adoption of a substantially identical resolution by each entity; and

**WHEREAS**, the Board of Clay Township of Hamilton County, IN and the Board of Trustees of the TriCo Regional Sewer Utility have each adopted a substantially identical resolution agreeing upon the terms and conditions contained herein.

**NOW, THEREFORE**, in consideration of their mutual undertakings and covenants, the Township and Tenant agree as follows:

### **Article I**

#### **Leased Property and Government Center**

The Township hereby leases to Tenant and Tenant hereby leases from the Township the portions of the Government Center designated as "Suite A" and outlined in



Exhibit "B" attached hereto and made a part hereof (the "Leased Premises") consisting of 3,216 square feet. The Government Center (exclusive of Carmel Fire Station No. 45) consists of a 13,913 square foot building, together with appurtenant equipment and mechanical structures, as well as parking lot and landscaping improvements comprising approximately 1.62 acres of real estate more or less (all of such property and improvements included in the term "Government Center"). The Lease of the Leased Premises by Tenant shall also include a non-exclusive license for the use of all hallways, restrooms, parking areas, exterior walkways, entrances and other public portions of the Government Center provided for the common or joint use and benefit of the occupants of the Government Center, and not directly occupied by and allocated to other tenants of the Government Center.

## **Article II**

### **Term, Possession and Holdover**

2.01 Term of Lease. The original term of this Lease ("Term") shall begin on the date of closing of the Real Estate Purchase Agreement by and between the Township and Tenant by which Tenant is transferring all of its interest in the Government Center to the Township (the "Effective Date") and shall end on the date which is eighteen (18) months following the Effective Date, unless terminated or extended earlier in accordance with this Lease. Possession of the Leased Premises shall be delivered by the Township to Tenant in an "as is" condition except as otherwise specifically provided herein. In the event Tenant remains in possession of the Leased Premises after the expiration of the Term, it shall be deemed to be occupying the Leased Premises as a Tenant from month-to-month subject to all other conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy. Monthly Rent during any holdover period shall be one hundred ten percent (110%) of the then-current Monthly Rent prior to the expiration of the Term. If Tenant remains in possession of the Leased Premises after expiration or termination pursuant to this Section, Tenant shall be required to vacate the Leased Premises upon the thirtieth (30th) day after the date of a written notice from Township to so vacate.

2.02 Early Termination. Tenant may terminate this lease at any time prior to the expiration of the Original Term by giving the Township thirty (30) day advance notice of the same.

### **Article III**

#### **Rent**

3.01 Base Rent. Tenant shall pay to the Township throughout the Original Term an annual fixed base rental at the rate per annum of Four Thousand One Hundred Eighty Five and 00/100 Dollars (\$4,185.00) per month (the "Monthly Rent"), which shall remain in effect throughout the Term.

3.02 Rental Payments. Rental checks are to be made payable to Clay Township of Hamilton County, Indiana and shall be payable to the Township at its offices located at 10701 N. College Avenue, Indianapolis, IN 46280. Rent shall be paid to the Township without notice or demand, and without deduction or offset, in lawful money of the United States of America, forwarded to the person and address indicated above, or to such other person or place as the Township may designate in writing from time to time.

3.03 Late Payments. Base Rent and Additional Rent (collectively referred to as "Rent") shall be paid on the first day of each month, commencing on the Effective Date. If the Rent is not received by Township on the first day of any month during the term of this Lease, then a late charge of \$20.00 per day shall be due from Tenant for each day that the Rent or any portion thereof is late.

3.04 Review of Management Costs. Tenant shall have the opportunity, upon request, to receive and review receipts, documents and other evidence of all Management Costs incurred by the Township and allocated to occupants of the Government Center pursuant to this Lease. Tenant may, from time to time, request that the Township review any specific item of Management Costs to determine whether such cost is reasonable in light of current market circumstances. Nothing contained herein shall serve to reduce or require the reduction of any Management Cost incurred by the Township, but the parties hereto shall reasonably cooperate to maintain all Management Costs at reasonable market rates.

3.05 Limitation. Township shall not be liable for and Tenant shall not be entitled to any abatement or reduction of rent by reason of Township's failure to furnish any of the foregoing when such failure is caused by inclement weather, accidents, breakage, repairs, labor disturbances or labor disputes of any character, pandemic or by any other cause beyond the reasonable control of Township. Township shall not be liable under any circumstances for loss of or injury to property, however occurring, through or in connection with or incidental to failure to furnish any of the foregoing.

3.06 Security Deposit. As Tenant is a governmental entity, a security deposit is not required under this Lease.

## **Article IV**

### **Use and Operation of Leased Premises**

4.01 Use. Tenant shall use the Leased Premises only for governmental purposes consistent with Tenant's statutory authority and applicable governing instruments. It is understood and agreed that neither Tenant nor its sublessees or assignees shall be permitted to take any action or carry on any activity which is not consistent with its statutory authority as an Indiana political subdivision.

4.02 Operations and General Conditions of Occupancy. Tenant shall keep the Leased Premises and the Government Center in a clean, orderly and safe condition at all times. Tenant shall conduct its own activities in a careful, safe and prudent manner. Tenant shall not (1) commit or permit waste or damage to the Leased Premises; (2) improperly store any hazardous materials or otherwise permit or suffer any nuisance or hazardous or unsafe condition to occur or exist on the Leased Premises; (3) cause or permit any use of the Leased Premises which would constitute a violation of any ordinance, statute, regulation or order of any governmental authority.

4.03 Reservation of Rights. The Township reserves the right to adopt and promulgate reasonable rules and regulations, applicable to the use and occupancy of the Leased Premises and the Government Center consistent with the express purposes set forth herein and from time to time to amend or supplement said rules and regulations.

Tenant agrees to abide by all such rules and regulations and to use its best efforts to cause its employees, guests and invitees to do the same.

4.04 Encumbrance of Leasehold. Tenant may not mortgage, pledge or otherwise encumber its interest in this Lease or any sublease of the Leased Premises.

4.05 Assignment and Sublease. Tenant may not assign this Lease or sublet the Leased Premises without the Township's prior written consent, which may be withheld at the sole discretion of the Township.

4.06 Continuing Obligations of Tenant. It is understood and agreed that any sublease or assignment entered into by Tenant with the Township's consent pursuant to this Article shall be subject to the provisions of this Lease, and that such sublease or assignment shall not effect or reduce Tenant's obligations hereunder, which shall continue in full effect as the obligations of a principal and not as a guarantor or surety, to the same extent as though no assignment or sublease had been made.

4.07 Suspension of Services. The Township reserves the right to suspend service of the heating, elevators, plumbing, electrical, air conditioning or other mechanical systems in the Leased Premises and the Government Center, and the sweeping, snow removal and maintenance of the common areas when necessary by reason of governmental regulations, civil commotion or riot, accident or emergency, pandemic or for any other reason beyond the reasonable power or control of the Township. The Township shall not in any way be liable or responsible to Tenant for any loss or damage or expense which Tenant may sustain or incur if, during the Original Term or any Extended Term, because of conditions beyond Township's reasonable control, the quantity or character of any utility service is changed or is no longer available or suitable for Tenant's requirements. Tenant shall not be entitled to a claim for constructive eviction or disturbance of right to possess the Leased Premises or an abatement of any rentals payable hereunder because of the suspension or inadequacy of the utility services, mechanical systems or services as provided herein.

4.08 Repairs. Repairs, alterations, or improvements to the Leased Premises and the Government Center which are, in the reasonable judgment of the Township, desirable or necessary, shall be done, if reasonably possible, outside Tenant's normal business

hours and shall reasonably accommodate Tenant's operations. In the event such repairs, alterations, or improvements are conducted during Tenant's business operations, Tenant's rent shall not be abated during the time period of such repairs, alterations and improvements.

## **Article V**

### **General Covenant Against Liens**

Tenant covenants and agrees that it shall not permit any statement of intention to hold a mechanic's lien to be filed against the Leased Premises or any part thereof nor against any interest or estate therein by reason of labor, services or materials claimed to have been performed or furnished to or for Tenant. Such covenant shall extend and be applicable to all sublessees and assignees of Tenant. If because of any act or omission of Tenant, its sublessees or assignees, such statement of intention to hold mechanic's lien or other lien, charge or order for the payment of money is filed, the Township at its option may compel the prosecution of an action for the foreclosure of such lien by the lienor. If any such statement of intention to hold mechanic's lien or other lien shall be filed and an action commenced to foreclose such lien, Tenant, upon demand by the Township, shall cause the lien to be released by the filing of a written undertaking with a surety company approved by the Court and obtaining an order from the Court releasing the property from such lien. Nothing in this Lease shall be deemed or construed to constitute consent to or request any party for the performance of any labor or services or the furnishing of any materials for the improvement, alteration and repairing of the Leased Premises; nor as giving Tenant the right or authority to contract for, authorized or permit the performance of any labor or services or the furnishings of any material that would permit the attaching of a valid mechanic's lien.

## **Article VI**

### **Maintenance, Alterations and Additions**

6.01 Maintenance. Tenant shall keep the Leased Premises in good order and condition and shall take all action necessary or appropriate to keep and maintain the

Leased Premises in good order and condition. Except for the Management Services provided for in this Lease, the Township shall not be liable for any labor, services or materials furnished or to be furnished to Tenant, or to anyone holding the Leased Premises or any part thereof through or under Tenant. Tenant further agrees to repair any damage to the Premises or the Building caused by or in connection with the removal of any articles of personal property, business or trade fixtures, machinery, equipment, cabinetwork, furniture, moveable partition or permanent improvements or additions, including without limitation thereto, repairing the floor and patching and painting the walls where required by Township to Township's reasonable satisfaction, all at Tenant's sole costs and expense. In the event Tenant fails to maintain the Premises in good order and condition, Township shall give Tenant notice to do such acts as are reasonably required to so maintain the Leased Premises. In the event Tenant fails to promptly commence such work and diligently prosecute it to completion, then Township shall have the right to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work.

6.02 Alterations and Additions. If there is no continuing event of default, Tenant may make additions or improvements to or alterations to the Leased Premises with the written consent of the Township, which shall not be unreasonably withheld. Each such addition, improvement, or alteration (i) must not, individually or in the aggregate, substantially lessen the fair market value of the Leased Premises or materially affect the Leased Premises' usefulness as set forth in Article IV hereof, (ii) shall be completed expeditiously in a good and workmanlike manner, and in compliance with all legal requirements and all insurance requirements, (iii) shall become part of the Leased Premises and subject to this Lease. Such alterations and additions shall be subject to the general covenant against liens set forth in Article V hereof.

6.03 Ownership of Improvements. All improvements constructed and installed to the Leased Premises at any time by Tenant, its assignees and sublessees, including plans, drawings, and related materials shall, unless otherwise provided by written agreement between the Township and Tenant, become the property of the Township and remain with the Leased Premises at the expiration or sooner termination of this Lease.

## **Article VII**

### **Insurance**

7.01 Township Insurance Coverage. The Township will maintain with insurers authorized to do business in the State of Indiana and which are well rated by any recognized national rating organization: (i) fire insurance and insurance with respect to risks from time to time included under the standard extended coverage endorsement, including vandalism and malicious mischief, in amounts sufficient to prevent the Township and Tenant from becoming co-insurers of any loss, but in any event not less than the then full insurable value of the Government Center as determined from time to time (but not less often than once every two (2) years) by the insurer or insurers; and (ii) comprehensive general public liability insurance against claims for bodily injury, death or property damage arising out of the use or occupancy of the Government Center by the Township in a combined single limit of not less than \$1,000,000.

7.02 Public Liability Insurance. Tenant shall procure and maintain throughout the Term and any Extended Term a policy or policies of insurance written by a responsible insurance company or companies insuring the Tenant and the Township from any and all losses, claims, demands, or actions for injury to or death of any one or more person in any occurrence arising from Tenant's use and operation of the Leased Premises or the Government Center. Such insurance shall provide for broad form protection with combined single limit coverage of not less than \$1,000,000 and the total protection under the policies for damage to property may not be less than \$500,000.00. Tenant shall furnish to the Township upon request Certificates of Insurance evidencing the continuous and uninterrupted existence of the public liability insurance coverage required by this Section, and Tenant shall be responsible for all the costs thereof.

7.03 Policy Terms and Conditions. All insurance policies that the Township must maintain under this Article shall name it and the Tenant as the insured parties, as their respective interest may appear. The policies may be carried under blanket policies maintained by the Township if they comply with the provisions of this Article. The fire policy may provide for the same deductible amounts, not to exceed \$25,000.00, that the Township customarily provides for in its insurance for similar properties owned or leased by

it. The policies shall provide for a reserved amount with respect to the Leased Premises so as to assure that the amount of insurance required by Section 7.01(i) will be available notwithstanding any losses with respect to other property covered by such blanket policies. All policies of insurance that the Township must maintain under this Lease shall not contain a provision relieving the insurer thereunder of liability for any loss by reason of the existence of other insurance policies covering the Leased Premises against the perils involved, regardless of collectability.

7.04 Personal Property and Fixtures. Township's policies as provided herein shall not cover, and Tenant shall remain responsible for, all of Tenant's trade and business fixtures and personal property, and losses related thereto shall be the responsibility of Tenant.

7.05 Insurance Certificate. The Township shall deliver to the Tenant upon request, insurers' certificates evidencing all insurance that the Township must maintain under this Lease, and, within thirty (30) days before any such insurance expires, other certificates evidencing its renewal.

7.06 Waiver of Subrogation. Township and Tenant each hereby waive any and all rights of recovery against the other or against the officers, employees, agents and representatives of the other, on account of loss or damage occasioned to such waiving party or its property or the property of others under its control to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of such loss or damage. Tenant shall, upon obtaining the policies of insurance under this Lease, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease

## **Article VIII**

### **Indemnification and Release**

8.01 Indemnity by Tenant. Tenant shall indemnify and hold Township harmless from, and defend Township against any and all claims of liability for any injury or damage to any person or property whatsoever; (1) occurring in, on or about the Leased Premises or any part thereof; and (2) occurring in, or about, any facilities (including, without prejudice to



the generality of the term “facilities”, elevators, stairways, passageways, hallways, and parking areas), the use of which Tenant may have in conjunction with other tenants of the Government Center, when such injury or damage is caused in part or in whole by the act, neglect, fault or omission of any duty with respect to the same by Tenant, its agents, contractors, employees or invitees. Tenant shall further indemnify and hold Township harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant’s part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant, or any of its agents, contractors, employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Tenant’s obligation to indemnify shall not include any matter for which the Township is effectively protected against by insurance. In case any action or proceeding be brought against Township by reason of any such claim, Tenant, upon notice from Township, shall defend the same at Tenant's expense by counsel reasonably satisfactory to Township, provided, however that Tenant shall not be liable for damage or injury occasioned by the negligence or intentional acts of Township and its designated agents or employees unless covered by insurance Tenant is required to provide.

8.02 Release. The Township and Tenant do each hereby release the other from all liability for an accident, damage or injury caused to person or property, provided, this release shall be effective only to the extent that the injured or damaged party is insured against such injury or damage and only if this Lease shall not adversely affect the right of the injured or damaged party to recover under such insurance policy.

## **Article IX**

### **Condemnation and Casualty**

9.01 Notice. If there is any damage to or destruction of the Leased Premises or Government Center, or if any proceedings or negotiations are instituted which do or may result in a governmental taking of all or any portion of the Government Center, each party will promptly give notice thereof to the other, describing its nature and extent.

9.02 Condemnation. If the entire Government Center, or such portion thereof as will make the remainder unsuitable for the use permitted by this Lease, is condemned by any legally constituted authority, or if a conveyance or other acquisition in lieu of such condemnation is made, then this Lease shall terminate as of the date possession is required by the condemnor. If a portion of the Government Center is condemned but the remainder is still suitable for the use permitted by this Lease, this Lease shall not terminate. Tenant hereby assigns to the Township any award or payment on account of any governmental taking by condemnation which is payable in connection with the Government Center. All amounts paid pursuant to an agreement with the condemning authority in connection with any taking shall be deemed to constitute an award on account of such taking. Tenant agrees that this Lease shall control the rights of both parties in any such award, and any contrary provision of any present or future law is hereby waived.

9.03 Township's Duty to Restore Damaged Leased Premises. If the Leased Premises should be damaged by fire or other cause to such an extent that the cost of repair and restoration would be less than \$100,000.00, the Township will promptly commence and complete restoration of the property.

9.04 Destruction. If the Government Center should be damaged or destroyed by fire or other cause to such an extent that the cost of repair and restoration would exceed \$100,000.00, then the Township shall, utilizing the proceeds of the insurance required to be carried under Section 7.01 hereof, promptly repair and restore the Government Center to substantially the same condition it was in prior to the damage or destruction. The Township's duty to repair and restore the Government Center, however, shall be limited to the proceeds of the insurance required to be carried under Section 7.01 hereof. Notwithstanding anything to the contrary contained under this Lease Agreement, it is specifically acknowledged and understood by Tenant that the Township shall not, and does not hereby, assume any obligation to expend public funds for the repair or restoration of the Leased Premises.

9.05 Termination Events. This Lease shall terminate sixty (60) days after the occurrence of any of the following termination events: (a) restoration cannot be completed within 365 days after the occurrence; (b) the damage, destruction, or condemnation occurs

during the last year of the initial term or during the last year of any extended term of this Lease and Tenant does not exercise its right to extend the term (under Article II hereof) then in effect within ten (10) business days after receipt of written notice of termination from the Township pursuant to this Section; or (c) within thirty (30) days after the date of the occurrence or condemnation, if Tenant determines in good faith and notifies the Township that, as a result thereof, the Leased Premises is no longer suitable for the uses and purposes intended under Article IV hereof.

## **Article X**

### **Tenant's Trade Fixtures and Equipment**

All trade fixtures, signs, equipment, furniture, or other personal property of whatever kind and nature kept or installed on the Leased Premises by Tenant shall not become the property of the Township or a part of the real estate, no matter how affixed to the Leased Premises and may be removed by Tenant at any time and from time to time during the entire term of this Lease. Upon request of Tenant or its sublessees or assignees, the Township shall execute and deliver any consents or waiver forms submitted by any vendor, lessor or owner of any trade fixtures, signs, equipment, furniture or other personal property of any kind and description kept or installed on the Leased Premises setting forth that the Township waives, in favor of such vendor, lessor or owner, any superior lien, claim, interest or other right therein. The Township shall further acknowledge that property covered by the consent or waiver is personal property and is not to become a part of the real estate no matter how affixed thereto, and that such property may be removed from the Leased Premises by such vendor, lessor or owner at any time upon default in the terms of any financing arrangements, leases or other similar documents, free and clear of any claim or lien of the Township.

## **Article XI**

### **Subordination and Non-Disturbance**

This Lease and all rights of Tenant hereunder are and shall be subject and subordinate to the lien of any and all mortgages, or consolidated mortgage or mortgages,

which may now or hereafter affect the Leased Premises, or any part thereof, and to all renewals, modifications, consolidations, replacements, and extensions thereof, subject to the following conditions. Any mortgage placed upon the Leased Premises shall provide that so long as there is not outstanding a continuing event of default by Tenant in any term, condition, covenant, or agreement of this Lease, the leasehold estate of Tenant created hereby and Tenant's peaceful and quiet possession of the property shall be undisturbed by any foreclosure of the mortgage.

## **Article XII**

### **Certificates**

Either party shall, without charge, at any time within ten (10) days after the other's written request, from time to time, certify by written instrument duly executed and acknowledged to any actual or proposed mortgagee or purchaser, or any other person specified in the request, as to the following: (a) whether this Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment; (b) the validity and force and effect of this Lease, in accordance with its tenor as then constituted; (c) the existence of any default thereunder; (d) the existence of any offsets, counterclaims, or defenses thereby by the other party; (e) the commencement and expiration dates of the terms of this Lease; and (f) all other matters that may reasonably be so requested. Any such certificate may be relied upon by the party requesting it and any other person to whom it may be exhibited or delivered. The contents of the certificate shall be binding on the party executing it.

## **Article XIII**

### **Surrender**

Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Leased Premises to the Township in good order and condition, except for ordinary wear and tear, and the results of any damage, destruction, or condemnation covered by other provisions of this Lease. Tenant shall surrender the Leased Premises broom clean and free and clear of liens or claims of any other person or entity. Unless otherwise agreed,

Tenant shall remove from the Leased Premises on or prior to the expiration of the Term, all of its property situated thereon and shall repair any damage caused by the removal. Prior to the vacation of the Leased Premises, representatives of the Township and Tenant shall perform a joint walk through of the Leased Premises and designate any repairs or other damages to be remedied by Tenant due to the removal of Tenant's equipment or furnishings. Any property not so removed after fifteen (15) days after expiration or earlier termination of this Lease shall become the property of the Township, and the Township may dispose of such property at its discretion.

## **Article XIV**

### **Events of Default, Remedies**

14.01 Default. Any of the following occurrences, conditions, or acts shall constitute an "Event of Default" under this Lease: (a) If Tenant defaults when making payment when due of any Rent as specified in Article III hereof, and the default continues for ten (10) days after the Township gives written notice to Tenant specifying and demanding that it be cured; or (b) Tenant defaults in the observance or performance of any other provision of this Lease, and the default continues for thirty (30) days after the Township has given written notice to Tenant specifying the default and demanding that it be cured. However, if the default cannot be cured by the payment of money or cannot with due diligence be wholly cured within such thirty (30) day period, Tenant may have any longer period that is necessary to cure the default, so long as Tenant proceeds promptly to cure it within that period, prosecutes the cure to completion with due diligence, and advises the Township from time to time, upon the Township's request, of the actions that Tenant is taking and the progress being made.

14.02 Remedies. If there is any Event of Default under this Lease, the Township may, at its option, in addition to any other remedy or right it has hereunder or by law:

- (a) Maintain the Lease in full force and effect and recover the rent and other monetary charges as they become due without terminating Tenant's right to possession irrespective of whether Tenant shall have abandoned the Premises. In the event Township elects not to terminate the Lease, Township shall have the right

to attempt to re-let the Leased Premises at such rent and upon such conditions and for such a term, and to do all acts necessary to maintain or preserve the Leased Premises as Township deems reasonable and necessary without being deemed to have elected to terminate the Lease, including removal of all persons and property from the Leased Premises. In the event any such re-letting occurs, this Lease shall terminate automatically upon the new Tenant taking possession of the Premises. Notwithstanding that Township fails to elect to terminate the Lease initially, Township at any time during the term of this Lease may elect to terminate this Lease by virtue of such previous default of Tenant.

(b) Terminate the Lease at any time upon the date specified in a notice to Tenant, in which case Tenant shall immediately surrender possession of the Premises to Township. In such event Township shall be entitled to recover from Tenant all damages incurred by Township by reason of Tenant's default, including without limitation thereto, the following: (i) the worth at the time of award of any unpaid rent which has been earned at the time of such termination; plus (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that is proved could have been reasonably avoided; plus (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that is proved could be reasonably avoided; plus (iv) any other amount necessary to compensate Township for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of events would be likely to result there from; plus (v) at Township's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable State law.

14.03 Recoverable Damages. In addition to any remedies available under subsections 14.02(a) and (b), Township shall be entitled to recover from Tenant, for any Event of Default, an amount equal to all reasonable attorneys' fees and litigation expense incurred by the Township in connection with obtaining possession of the Leased Premises or enforcing the terms of this Lease. In addition, Tenant shall also pay damages for

expenses incurred by the Township in connection with (i) removal and storage of Tenant's or other sublessee's property; (ii) care, maintenance and repair of the Leased Premises while vacant; (iii) reletting the whole or any part of the Leased Premises; (iv) repairing, altering, renovating, partitioning, remodeling or otherwise putting the Lease Premises into conditions acceptable and reasonably necessary to obtain new lessees; and (v) making all repairs, alterations and improvements required to be made by Tenant hereunder including performing all covenants of Tenant relating to the condition of the Leased Premises. The parties acknowledge and agree, however, that Tenant's liability for the damages described in (i) through (v) herein, shall not exceed the sum of Seventy-Five Thousand Dollars (\$75,000.00).

14.04 Default by Township. Township shall not be in default unless Township fails to perform obligations required of Township within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Township specifying wherein Township has failed to perform such obligations, provided, however, that if the nature of Township's obligation is such that more than thirty (30) days are required for performance, then Township shall not be in default if Township commences performance within said thirty (30) day period and thereafter diligently prosecutes the same to completion.

## **Article XV**

### **Notices**

15.01 All notices required or permitted to be given hereunder shall be in writing and delivered either in person or by certified or registered first class prepaid mail, return receipt requested, at the following addresses or such other addresses as any party may designate in writing delivered to the other party to this Lease:

**If to the Township:**

Clay Township Trustee  
10701 North College Avenue  
Suite B  
Indianapolis, Indiana 46280-1089

**With a copy to:**

KROGER GARDIS & REGAS  
Attention: Brian C. Bosma  
111 Monument Circle, Suite 900  
Indianapolis, Indiana 46204-5125  
[bcb@kgirlaw.com](mailto:bcb@kgirlaw.com)

**If to Tenant:**

TriCo Regional Sewer Utility

**With a copy to:**

Altman Poindexter & Wyatt, LLC

10701 N. College Avenue  
Suite A  
Indianapolis, Indiana 46280  
Attn: Andrew Williams, Utility Director

90 Executive Drive  
Suite G  
Carmel, Indiana 46032  
Attn: Anne Hensley Poindexter  
[apoindexter@apwlawyer.com](mailto:apoindexter@apwlawyer.com)

15.02 Any notice given in accordance with this Section shall be deemed to have been duly given or delivered on the date the same is personally delivered to the recipient or received by the recipient as evidenced by the return receipt.

## **Article XVI**

### **Limitation Upon Liability**

Neither this Lease Agreement, nor any of the acts of the Township or Tenant hereunder, shall be deemed to create a joint venture, partnership or other arrangement by which one party might be deemed to be the agent of or vicariously liable for the acts of the other party, and each party hereby agrees to indemnify and hold harmless the other party from any loss, damage, or liability arising vicariously because of the acts of the first party.

## **Article XVII**

### **Miscellaneous Provisions**

17.01 Severability. If any provision of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall not be affected thereby.

17.02 Binding Effect. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective successors and assigns.

17.03 Quiet Enjoyment. If Tenant shall perform all of its covenants, agreements and obligations under this Lease, Tenant shall at all times during the term and any extensions thereof have the peaceable and quiet enjoyment of the Leased Premises without hindrance from the Township or any parties lawfully claiming under the Township.

17.04 Access. The Township reserves the right to enter the Leased Premises in any emergency at any time without notice to Tenant. The Township reserves the right to enter the Leased Premises during regular business hours or at any other reasonable time,



and to inspect the same, as reasonably deemed necessary by the Township. Tenant hereby waives as against the Township any claim for damage for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Leased Premises and any other loss occasioned thereby.

17.05 Headings. The table of contents, articles, and section headings are for convenience and reference only and shall not be used to limit or otherwise affect the meaning of any provision of this Lease.

17.06 Counterparts. This Lease may be simultaneously executed in two (2) or more counterparts, each of which shall be deemed a fully enforceable original but all of which together shall constitute one in the same instrument.

17.07 Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of Indiana.

17.08 Modification and Amendments. No changes, additions, amendments or interlineations made to this Lease shall be binding unless made in a written document that is executed by the Township and Tenant.

17.09 Construction. All terms used in this Lease, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and by other gender, masculine, feminine or neuter, as the context or sense of this Lease or any section, subsection, or clause herein may require as if such terms had been fully and properly written in such number or gender.

17.10 Non-Waiver. No delay or failure by either party to exercise any right under this Lease, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

17.11 Entire Agreement. This Lease supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.

**IN WITNESS WHEREOF**, the Township and Tenant have hereunto set their hands, by authorized signatures, in multiple originals, on this \_\_\_\_ day of \_\_\_\_\_, 2020, which shall be deemed the Effective Date of this Lease.

[Signature Pages Follow]

(Signature page for Clay Township of Hamilton County, Indiana  
Lease Agreement, John W. Hensel Government Center)

**CLAY TOWNSHIP OF HAMILTON  
COUNTY, INDIANA**

**Dated:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
Doug Callahan, Trustee

(Signature page for TriCo Regional Sewer Utility  
Lease Agreement, John W. Hensel Government Center)

**TRICO REGIONAL SEWER UTILITY**

**Dated:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
Andrew Williams, Utility Director

## **EXHIBIT “A”**

### **Legal Description of Government Center**

Lots 159, 160, 161, 162, 163, 164, 165, 166 and 167 in Section 1, Township 17 North, Range 4 East in Hamilton County, Indiana.

## **EXHIBIT "B"**

### **Description of Leased Premises**

The offices currently occupied by TriCo Regional Sewer Utility in the Hensel Government Center designated as "Suite A" as illustrated on the attachment.