

# ELKHART COUNTY COUNCIL AGENDA

Saturday, July 11, 2015

8:00 a.m., Room 104

1. CALL TO ORDER
2. APPROVAL OF MINUTES – Approval of minutes for June 13, 2015
3. COMMITTEE REPORTS:
  - Commissioners -
  - Council -
  - Sheriff -
  - Auditor –
4. EDC MATTERS:
5. HUMAN RESOURCE MATTERS:
6. ADDITIONAL APPROPRIATIONS:
  - A. GENERAL FUND (#1000)
    1. Clerk (101)
      - Capital Outlays 1,782.00
    2. Elkhart Superior Court No. 1 (162)
      - Personal Services 18,300.00
    3. Elkhart Superior Court No. 3 (164)
      - Other Services and Charges 9,000.00
  - TOTAL GENERAL FUND 29,082.00
  - B. CLERK’S RECORD PERPETUATION (#1119)
    1. County Highway (980)
      - Capital Outlays 3,572.00

C. IDOC GRANT (#1130)	
1. Community Corrections (615)	
Personal Services	1,758,064.00
Supplies	57,800.00
Other Services and Charges	851,100.00
Capital Outlays	<u>243,000.00</u>
TOTAL IDOC GRANT	2,909,964.00
D. IDOC GRANT (#1130)	
1. Community Corrections (980)	
Other Services and Charges	34,766.00
E. IDOC GRANT (#1130)	
1. Community Corrections (981)	
Personal Services	567,817.00
Supplies	26,000.00
Other Services and Charges	<u>267,845.00</u>
TOTAL IDOC GRANT	861,662.00
F. CUMULATIVE CAPITAL DEVELOPMENT (#1138)	
1. Commissioners (980)	
Capital Outlays	40,000.00
G. CUMULATIVE DRAIN (#1141)	
1. Surveyor (980)	
Capital Outlays	275,000.00
H. MOTOR VEHICLE HIGHWAY (#1176)	
1. County Highway (204)	
Other Services and Charges	20,000.00
Capital Outlays	<u>40,000.00</u>
TOTAL MOTOR VEHICLE HIGHWAY	60,000.00

I. CUMULATIVE REASSESSMENT (#1188)	
1. County Assessor (980)	
Other Services and Charges	35,500.00
J. PARK & RECREATION OPERATING (#1219)	
1. Park & Recreation Operating (320)	
Personal Services	7,600.00
K. NORTHWEST GATEWAY TIF (#4504)	
1. Planning and Development (980)	
Capital Outlays	300,000.00
L. CTP GRANT (#4913)	
1. Community Corrections (615)	
Supplies	10,000.00
Other Services and Charges	45,000.00
Capital Outlays	<u>9,023.00</u>
TOTAL CTP GRANT	64,023.00
M. CTP GRANT (#4913)	
1. Community Corrections (981)	
Personal Services	143,258.00
Supplies	4,740.00
Other Services and Charges	20,750.00
Capital Outlays	<u>52,796.00</u>
TOTAL CTP GRANT	221,544.00
N. COMMUNITY CORRECTIONS JUVENILE (#4924)	
1. Court Services (980)	
Personal Services	95,707.00
Supplies	6,095.00
Other Services and Charges	7,000.00
Capital Outlays	<u>43,000.00</u>
TOTAL COMMUNITY CORRECTIONS JUVENILE	151,802.00
O. WEED LIEN COLLECTIONS (#6041)	
1. Planning and Development (980)	
Other Services and Charges	5,400.00

P. EMERGENCY MANAGEMENT PERFORMANCE GRANT (#8144)		
1. Emergency Management (980)		
Capital Outlays		20,000.00

Q. JUVENILE DETENTION ALTERNATIVES INITIATIVE (#9113)		
1. Court Services (980)		
Personal Services		95,604.00
Supplies		2,400.00
Other Services and Charges		<u>6,996.00</u>
TOTAL JUVENILE DETENTION ALTERNATIVE INITIATIVE		105,000.00

**TOTAL ALL APPROPRIATIONS WITH REDUCTIONS \$ 5,124,915.00**

7. TRANSFER REQUESTS REQUIRING COUNCIL ACTION:

A. GENERAL FUND (#1000)

1. Coroners (107)

From	43040	Lab Services	4,000.00
To	42180	Medical	4,000.00

2. Court Services

From	42310	Food	2,000.00
To	43110	Sustenance	1,000.00
	43130	Mileage	1,000.00

B. IDOC GRANT (#1130)

1. Community Corrections (980)

From	42195	Other Operating Supplies	7,100.00
To	41120	Case Manager Salary	7,100.00

C. SOLID WASTE USER FEES (#1194)

1. Solid Waste Disposal (338)

From	42110	Fuel	65,000.00
To	43030	Architectural and Engineering	65,000.00

D. STIMULUS REVENUE - LEAD HAZARD (#8105)

1. Commissioners (130)

From	41120	Professional	7,704.00
	41220	Office/Clerical	7,572.00
	42195	Other Operating Supplies	8,743.00

To	43090	Other Professional Services	22,740.00
	44510	Other Equipment	1,279.00
From	43090	Other Professional Services	8,460.00
To	41220	Office/Clerical	7,885.00
	41300	Social Security	437.00
	41305	Medicare	138.00

E. EMERGENCY MANAGEMENT PERFORMANCE GRANT (#8128)

1. Emergency Management (980)

From	42195	Other Operating Supplies	317.00
To	44535	Data Hardware	317.00

F. MCH DENTAL (#8140)

1. Health Department (981)

From	42180	Medical Supplies	347.00
To	41310	Group Insurance	227.00
	41115	Supervisor	120.00

8. TRANSFER REQUESTS NOT REQUIRING COUNCIL ACTION:  
(Available in the Auditor's office)

9. OTHER BUSINESS:

(a) Approval of CF1's for the following businesses:

SID Tool  
Champagne Metals

(b) Approval of request from Commissioners in declaring the former Highway Garage Structure, 600 Jackson Street, Goshen, Indiana as surplus property.

(c) Request to appoint Kami Coffin to the Wakarusa Public Library Board, 4 year term, expiring 6/30/2019.

(d) DLZ presentation of the Corwin/Old US Highway 20 intersection findings.

10. AUDIENCE ITEMS: Members of the public who wish to speak will be provided that opportunity. Persons should sign in. Presentation will be limited to three (3) minutes.

11. ADJOURN

**YODER, AINLAY, ULMER & BUCKINGHAM, LLP**

R. GORDON LORD  
CRAIG M. BUCHE  
MICHAEL F. DeBONT  
B. DOUGLAS HAYES\*\*  
MARK A. MATTHES  
DENISE C. DAVIS\*  
BODIE J. STEGELMANN  
DAVID E. SWIHART  
RANDALL M. JACOBS  
NATHANIEL M. JORDAN  
JEFFREY L. LUND

STEVEN J. OLSEN^  
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OF COUNSEL  
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JOHN D. ULMER  
GEORGE E. BUCKINGHAM

GEORGE E. PEPPLÉ  
1907-1963

FRANK E. YODER  
1917-1996

CHARLES W. AINLAY  
1919-2004

\*ALSO ADMITTED IN NEW YORK  
\*\*ALSO ADMITTED IN FLORIDA  
^ALSO ADMITTED IN MICHIGAN

June 16, 2015

To: Local and State Tax Entities

**Re: Elkhart County Redevelopment Commission**

Ladies/Gentlemen:

In accordance with Indiana Code § 36-7-14-39, the Elkhart County Redevelopment Commission is hereby notifying you of the following determination that it has made concerning its TIF Districts and tax allocation areas for 2015 taxes payable in 2016. The Elkhart County Redevelopment Commission has determined that there will be no excess assessed value that may be allocated to the respective taxing units in the manner prescribed in Indiana Code § 36-7-14-39(b)(1).

Very truly yours,

YODER, AINLAY, ULMER & BUCKINGHAM, LLP



Craig M. Buche  
Attorney for the Elkhart County Redevelopment Commission

CMB/ks

cc: Chris Godlewski  
Elkhart County Plan Director

**ELKHART COUNTY, INDIANA**  
**GEOGRAPHIC INFORMATION SYSTEM – PICTOMETRY DATA SHARING AGREEMENT**

THE PARTIES TO THIS AGREEMENT ARE THE FOLLOWING: Elkhart County, Indiana, by and through its Board of Commissioners (hereinafter referred to as "Elkhart County"), located at 117 N. Second Street, Goshen (hereinafter referred to as "Elkhart County"), the Elkhart County Assessor's Office, by and through the Elkhart County Assessor, the (hereinafter referred to as "Assessor"), located at 117 N. Second Street, Goshen, Indiana 46626; and the Michiana Area Council of Governments, Executive Director, (hereinafter referred to as "MACOG"), located at 227 W. Jefferson Blvd, South Bend, Indiana 46601. All parties listed are jointly identified as Data Sharing Organizations.

WITNESSETH:

WHEREAS, MACOG has entered into agreements to secure Pictometry oblique imagery, ortho photography and associated hardware and software as defined by the MACOG/Pictometry contract, including the change finder and associated software seats,

WHEREAS, Elkhart County and the Assessor desires to use the analytical tools, imagery and software provided by Pictometry for various purposes including re-assessment through change finder,

WHEREAS, the entities that are signatories to this agreement agree to enter into this contract as Data Sharing Organizations,

WHEREAS, MACOG will purchase the Pictometry package using Federal Highway Administration funds 20.205 for its use in developing it planning activities including but not limited to, the Long Range Planning, Public Participation Visualization tools,

WHEREAS, it is MACOG's, Elkhart County's and the Assessor's best interest to cooperatively work together with all herewithin named Data Sharing Organizations; and

WHEREAS, all Data Sharing Organizations are willing to provide augmenting GIS data to the other Data Sharing Organizations on a provisional basis upon the condition that GIS Data Sharing Organizations accept all of the terms and conditions contained in this GIS data sharing agreement; and

WHEREAS, this GIS and Pictometry data sharing agreement gives each Data Sharing Organization certain limited rights to use the data and related material; and

WHEREAS, this is a GIS and Pictometry data sharing agreement, and all parties desire to gain qualified access to identified segments of the GIS and Pictometry system in digital form and other rights as identified herein; and

WHEREAS, the Data Sharing Organizations, in consideration of exchange of GIS and Pictometry datasets from the other Data Sharing Organizations, have agreed to grant to the other Data Sharing Organization certain GIS data sharing rights and privileges relative to their own GIS datasets; and

WHEREAS, the Michiana Area Council of Governments agrees to purchase the Pictometry and change finder hardware software to be flown in the spring of 2015 (leaf off) and will provide up to 80% funding for the project through its available program funding (20.205) in an amount not to exceed \$133,000 and the Elkhart County and/or the Elkhart County Assessor herein agrees to pay \$35,500 to the MACOG on the date and time identified by the MACOG,

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the Data Sharing Organizations, jointly and severally, agree as follows, to wit:

**1. Ownership**

Each Data Sharing Organization shall retain rights of ownership and responsibility for the maintenance of particular datasets, which it has or will provide to all of the Data Sharing Organizations. Elkhart County and the Assessor will be the sole owner of the Pictometry data and will provide access and usage to MACOG and its member agencies. Each Data Sharing Organization agrees to make the datasets over which it retains ownership rights available to all above listed Data Sharing Organizations subject to the terms and conditions contained herein.

Data Sharing Organizations may develop and provide additional GIS datasets to the other Data Sharing Organizations with the understanding they also assume ownership and responsibility for ongoing maintenance of these GIS datasets. Notification of the development of additional GIS datasets shall be made to the GIS Data Sharing Committee and duly recorded by the Committee. Data Sharing Organizations may not sell, or provide to vendors or other agency under any circumstance the Pictometry data owned by Elkhart County and the Assessor, but may use the data for its own internal planning and business purposes.

**2. Proprietary Rights and Copyright**

Data Sharing Organizations acknowledge that the data and related materials contain proprietary and confidential property of the originating Data Sharing Organization. The data and related materials are owned by the providing Data Sharing Organization and are protected by United States copyright laws and applicable international copyright treaties and/or conventions.

Each Data Sharing Organization reserves exclusive data ownership and grant of usage rights to the GIS data and related materials provided to the other Data Sharing Organizations under this agreement and, hereby, grant to each Data Sharing Organization a personal, non exclusive, non-transferable license to use the data and related materials based on the terms and conditions of this data sharing agreement. The Data Sharing Organization agrees to use reasonable effort to protect the data and related materials from unauthorized use, reproduction, distribution, or publication. All rights not specifically granted in this data sharing agreement are reserved to the data provider.

**3. Data**

At any time beyond the term of this Agreement, should the Data Sharing Organization choose not to renew - the sharing agreement, the Data Sharing Organization may use a copy of all digital data delivered up to that point with the understanding that no updates will be delivered, and that all data sharing restrictions continue to apply.

**4. Permitted Uses**

The originating Data Sharing Organization hereby grants and the receiving Data Sharing Organization hereby accepts a non-exclusive, non-transferable license to use of digital files subject to the following terms and conditions:

(A) Data Sharing Organizations may modify the data provided from the originating Data Sharing Organizations and merge other datasets with the data. The resulting datasets will continue to be subject to the terms and conditions of this agreement.

(B) Data Sharing Organizations may use, copy, alter, modify, merge, reproduce, and/or create derivative works of the data documentation for completion of contractual obligations for an internal department. The portions of the

documentation merged with other software, data, hard copy, and/or digital materials shall continue to be subject to the terms and conditions of this agreement and shall provide the following copyright attribution notice acknowledging the originating Data Sharing Organization proprietary rights in the documentation: "Portions of this material include intellectual property of [identified Data Sharing Organization] and are used herein by permission. Reproduction of this material is not permitted without the written permission of [identified Data Sharing Organization]."

(C) The Data Sharing Organizations may not provide the Pictometry data, files or change finder to outside sources without the express written permission of the MACOG.

(D) The Data Sharing Organization shall determine the release schedule for all GIS data developed and/or maintained by their own organization for which they are the originating Data Sharing Organization.

(E) To the extent a use is not expressly permitted herein, prior written approval for release needs to be obtained from the MACOG.

#### **5. Uses Expressly Not Permitted**

(A) "Data" and "related materials" as used herein shall mean the data and related materials set forth in the appendices attached to this agreement.

(B) **Data Sharing Organization shall not** sell, rent, lease, sublicense, lend, assign, time-share, provide remote access to, or transfer, in whole or in part, or provide unlicensed third parties access to the data, related materials, any updates, or Data Sharing Organization's user's rights under this data sharing agreement.

(C) **Data Sharing Organization shall not** reverse engineer, decompile, or disassemble the GIS data in an attempt to duplicate the proprietary and copyright-protected GIS data model(s) and/or export format(s).

(D) **Data Sharing Organization shall not** remarket, resell, and/or redistribute the data and/or related materials or any derived portion(s) of the data and/or related materials as provided by the other Data Sharing Organizations in its digital form to unlicensed third parties.

(E) **Data Sharing Organization shall not** remove or obscure any participant supplied copyright, proprietary, or trademark notices.

#### **6. Data Sharing Organization Data Sharing**

Each Data Sharing Organization agrees to share with and make available to all other Data Sharing Organizations the Pictometry imagery and any subsequent updates thereof to the other Data Sharing Organizations for the cost of reproduction. The map layers will be geographically registered to the planimetric basemap and supplied on CD-ROM media, DVD media, or virtual private networking access and shall be in ESRI ArcGIS format(s), or such other format as applicable and consistent with current technology. Data which is proprietary, confidential or sensitive and subject to a rule, ordinance, or statute protecting such data from disclosure may be subject to limited or prohibited access; however, the parties hereto agree that any information provided by their individual organizations herein shall be available for all above listed Data Sharing Organizations herein.

#### **7. Fees**

Data Sharing Organizations shall not be charged usage a fee for its participation other than a one-time fee of \$35,500 for the Pictometry project. Elkhart County and/or the Elkhart County Assessor agrees to provide \$35,500 upon being invoiced to the MACOG for the project

**8. No Warranty**

The data are not warranted and the participating Data Sharing Organizations expressly acknowledge that the data contain some nonconformities, defects, or errors. The originating Data Sharing Organizations do not warrant that the data will meet the other parties' needs or expectations, that the use of the data will be uninterrupted, or that all nonconformities, defects, or errors can or will be corrected.

The originating Data Sharing Organizations are not inviting reliance on these data, and each party should always verify actual data. The data and related materials contained therein are provided "as is," without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. The Data Sharing Organizations agree to hold the Michiana Area Council of Governments harmless, against and all disagreements arising from the use or accuracy of this data.

**9. Exclusive Remedy and Limitation of Liability**

In no event shall MACOG, Federal Highway Administration, INDOT, or its members be liable for costs of procurement of substitute goods or services, lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any indirect, special, incidental, exemplary, or consequential damages arising out of this agreement or use of the data and related materials, however caused, on any theory of liability, and whether or not a Data Sharing Organization has been advised of the possibility of such damage. These limitations shall apply notwithstanding any failure of essential purpose of any exclusive remedy.

**10. Governing Law**

This Agreement, entered into in Elkhart County, Indiana, between the Elkhart County Board of Commissioners, the Elkhart County Assessor and the MACOG, which shall be construed and enforced in accordance with and be governed by the laws of the United States of America and the State of Indiana without reference to conflict of law principles.

**11. Entire Agreement**

The parties agree that this constitutes the sole and entire agreement of the parties as to the matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating hereto.

**12. Access to Records**

The parties agree to provide the MACOG, or any of their authorized representatives access to any books, documents, papers and records of the parties which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

**13. Federal Changes**

The parties shall at all times comply with all applicable federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between parties and the US. DOT, as they may be amended or promulgated from time to time during the term of this contract. The parties' failure to so comply shall constitute a material breach of this contract.

**14. No Obligation by the Federal Government.**

(1) The parties acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the MACOG or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The parties agree to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**15. Program Fraud and False or Fraudulent Statements or Related Acts.**

(1) The parties acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the parties certify or affirm the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the federal assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the parties further acknowledge that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the parties to the extent the Federal Government deems appropriate.

(2) The parties also acknowledge that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the parties, to the extent the Federal Government deems appropriate.

(3) The parties agree to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by the Federal Government. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**16. Termination for Convenience**

The parties, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the parties shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

**17. Suspension and Debarment**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the parties are required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The parties are required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

**18. Signatures**

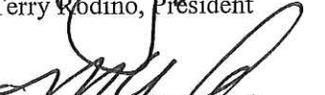
IN WITNESS WHEREOF, the undersigned, each of whom is duly authorized to execute this Agreement, have hereunto set their hands and seals for and on behalf of the respective parties.

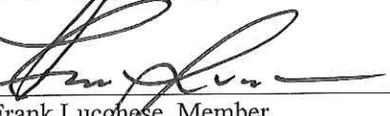
Michiana Area Council of Governments

BY \_\_\_\_\_ Date \_\_\_\_\_  
James Turnwald, Executive Director

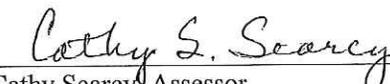
**ELKHART COUNTY BOARD OF COMMISSIONERS, INDIANA**

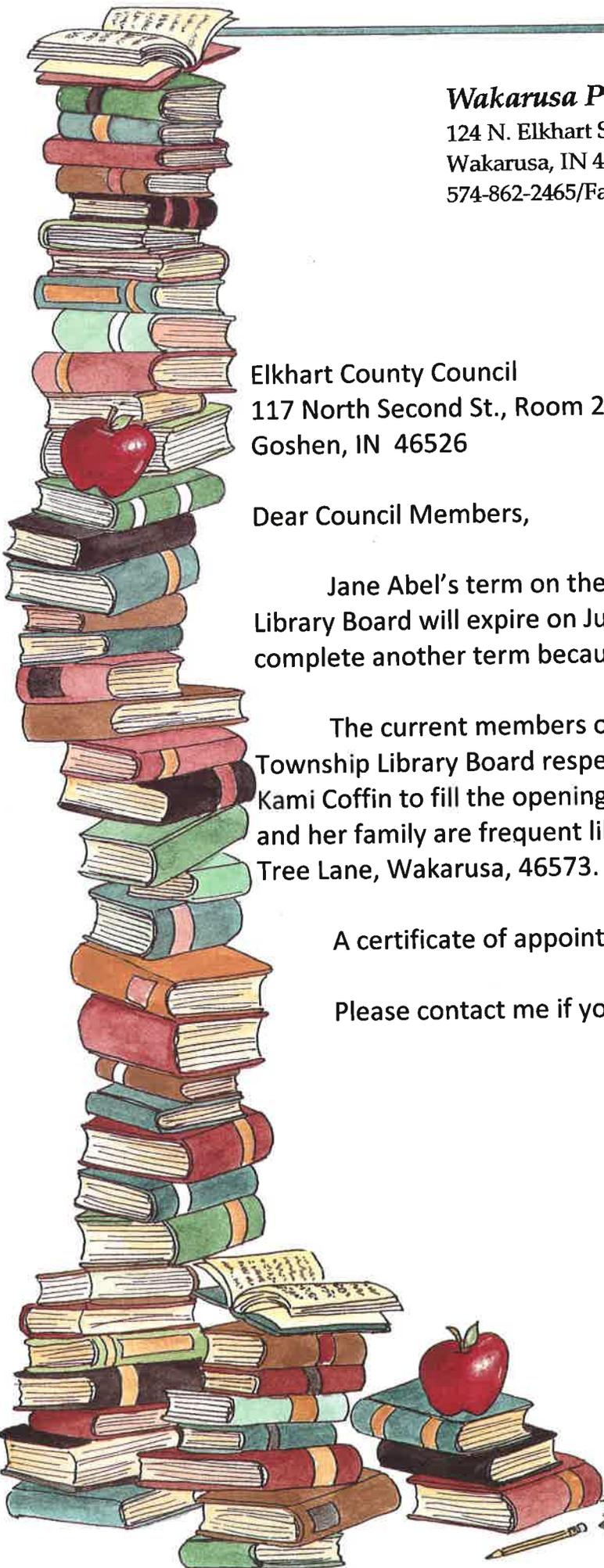
By  \_\_\_\_\_ Date 6/22/15  
Terry Rodino, President

By  \_\_\_\_\_ Date 6/22/2015  
Mike Yoder, Vice President

By  \_\_\_\_\_ Date 6/22/15  
Frank Luconese, Member

**ELKHART COUNTY AUDITOR, INDIANA**

By  \_\_\_\_\_ Date 6/22/15  
Cathy Searcy, Assessor



**Wakarusa Public Library**

124 N. Elkhart St. · P. O. Box 485  
Wakarusa, IN 46573  
574-862-2465/Fax 574-862-4156

June 15, 2015

Elkhart County Council  
117 North Second St., Room 203  
Goshen, IN 46526

Dear Council Members,

Jane Abel's term on the Wakarusa-Olive, Harrison Township Library Board will expire on June 30, 2015. She is not able to complete another term because of the four term limit.

The current members of the Wakarusa-Olive, Harrison Township Library Board respectfully request that you appoint Kami Coffin to fill the opening on the Library Board. Mrs. Coffin and her family are frequent library users. She resides at 302 Apple Tree Lane, Wakarusa, 46573.

A certificate of appointment is included with this letter.

Please contact me if you have any questions.

Sincerely,



Jo Geleske  
Library Director

<http://www.wakarusa.lib.in.us>