

# **West Lafayette Public Library Board of Trustees**

## **Meeting Minutes**

**August 9, 2023**

1. Quorum:

The meeting was called to order at 6:26 pm with the following in attendance

Anastasia Krutulis, President

Martha Altschaeffl, Secretary

Mark Pugh, Treasurer

Shelley Lowenberg De-Boer, Member

Jim Knapp, Member

John Meyers, Member (attending remotely)

Jean Sullivan, West Lafayette Public Library Foundation Board

Marra Honeywell, West Lafayette Public Library

Scott Tracey, West Lafayette Public Library

Scott Senefeld, The Veridus Group (attending remotely)

2. Board minutes (see attached):

The minutes were approved by a motion by Shelley Lowenberg De-Boer,

Member, and seconded by Jim Knapp, Member

Aye votes:

Anastasia Krutulis, President

Martha Altschaeffl, Secretary

Mark Pugh, Treasurer

Shelley Lowenberg De-Boer, Member

Jim Knapp, Member

3. Treasurer's report and claims (see attached):

The claims were approved with a motion by Shelley Lowenberg De-Boer, Member, and seconded by Martha Altschaeffl, Secretary.

Aye votes:

Anastasia Krutulic, President

Martha Altschaeffl, Secretary

Mark Pugh, Treasurer

Shelley Lowenberg De-Boer, Member

Jim Knapp, Member

a. 2024 Budget:

Marra Honeywell, West Lafayette Public Library reported work has begun on the 2024 budget, along with a look at clarifying certain budget categories.

4. President's report:

N/A

5. Library Report (see attached):

6. Old Business:

a. Report from the Veridus Group (see attached):

i. Garage repairs and lighting:

Scott Senefeld, The Veridus Group recommended the invoices from Huston Electric and Western Specialty Contractors be paid on his approval following a walk-through on 8/11 (see attached). The Board motioned to accept both invoices with a motion by Mark Pugh, Treasurer, and seconded by Martha Altschaeffl, Secretary.

Aye votes:

Anastasia Krutulis, President  
Martha Altschaeffl, Secretary  
Mark Pugh, Treasurer  
Shelley Lowenberg De-Boer, Member  
Jim Knapp, Member

b. Caretaker's Cottage lease:

Concerns were raised regarding the viability of creating programming, displays, and recruiting volunteers. The Board signed the proposed lease (see attached) with a motion by Shelley Lowenberg De-Boer, Member, and seconded by Jim Knapp, Member.

Aye votes:

Anastasia Krutulis, President  
Mark Pugh, Treasurer  
Shelley Lowenberg De-Boer, Member  
Jim Knapp, Member

Abstaining:

Martha Altschaeffl, Secretary

c. Thanking donors:

N/A

d. Claims:

The Board approved claims to be finalized no later than the Friday prior to the following Board meeting with a motion by Mark Pugh, Treasurer, and seconded by Jim Knapp, Member.

Aye votes:

Anastasia Krutulis, President

Martha Altschaeffl, Secretary

Mark Pugh, Treasurer

Shelley Lowenberg De-Boer, Member

Jim Knapp, Member

7. New Business:

Shelley Lowenberg De-Boer, Member and West Lafayette Public Library Foundation Board Secretary requested the Board arrange a joint planning session.

8. Topics for future action and discussion:

The Board made the following requests for the next meeting:

- a. Further discuss plans for programming at the Caretaker's Cottage.
- b. An update on the state of the Book Cellar
- c. The Board also emphasized a willingness to assist with future planning, policy, and procedural issues.

9. Comments from the public:

N/A

10. Adjourn:

The meeting was adjourned at 7:49 pm

A handwritten signature in black ink that reads "Martha Altschaeffl". The signature is written in a cursive style with a large, decorative initial 'M'.



West Lafayette Public Library Board of Trustees

Meeting Agenda for Wednesday, August 9, 2023 - 6:30 PM

208 West Columbia Street, West Lafayette, IN 47906 - Staff Meeting Room 225

Video conference link: <https://us02web.zoom.us/j/81771300774>

Phone: (309) 205-3325 - Meeting ID: 817 7130 0774

1. Quorum
2. Board minutes
3. Treasurer's report and claims
  - a. 2024 Budget
4. President's report
5. Library report
6. Old business
  - a. Report From the Veridus Group
    - i. Garage repairs and lighting
    - ii. Additional construction work and sunset of construction bond
  - b. Caretaker's Cottage lease
  - c. Thanking donors
  - d. Monthly claims
7. New business
8. Topics for future action and discussion
9. Comments from the public
10. Adjourn

**Register Of Claims**  
**West Lafayette Public Library**

Report Date: From 07/13/23 To 08/09/23

Warrant Number	Claim Number	Name of Claimant	Fund	Account	Amount	Date	Explanation
10261	477	Amazon Capital Services Inc	Operating	Books	\$17.99	08/09/23	
			Operating	DVD	\$39.92		
			Operating	Audiobooks	\$15.99		
			Operating	Office Supplies/Program Supplie	\$171.24		
			Operating	Cleaning & Sanitation Supplies	\$254.66		
			Operating	Office Supplies/Program Supplie	\$83.14		
			<b>Total this claim</b>				
10250	461	Amazon Capital Services Inc	Operating	Office Supplies/Program Supplie	\$32.94	07/24/23	
			Operating	Books	\$11.98		
			Operating	Books	\$215.42		
			Operating	DVD	\$28.91		
			Operating	Audiobooks	\$21.28		
			<b>Total this claim</b>				
10262	526	Ashley Fletcher	Operating	Office Supplies/Program Supplie	\$40.23	08/09/23	Program expenses
<b>Total this claim</b>				\$40.23			
0	462	Automated Payroll Service	Operating	Other Professional Services/Ban	\$264.14	07/14/23	for payroll of 6/26/23-7/9/23
<b>Total this claim</b>				\$264.14			
0	475	Automated Payroll Service	Operating	Other Professional Services/Ban	\$96.65	07/28/23	for payroll of 7/10/23-7/23/23
<b>Total this claim</b>				\$96.65			
10263	478	Baker Tilly Municipal Advisors L	2019 Construction Fund	Other Professional Services/Ban	\$1,148.50	08/09/23	For Professional services for Continuing Disclosure Services for reporting period of 12/31/22
<b>Total this claim</b>				\$1,148.50			
10264	479	Blackstone Publishing	Operating	Audiobooks	\$337.69	08/09/23	
<b>Total this claim</b>				\$337.69			
10265	480	Bradford Systems Corp	2019 Construction Fund	Equipment	\$6,410.00	08/09/23	End panels for shelving units
<b>Total this claim</b>				\$6,410.00			
10266	481	BRENNECO	Operating	Repair & Maintenance Building	\$275.00	08/09/23	Annual inspection and test of dry standpipe system
<b>Total this claim</b>				\$275.00			

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<i>Warrant Number</i>	<i>Claim Number</i>	<i>Name of Claimant</i>	<i>Fund</i>	<i>Account</i>	<i>Amount</i>	<i>Date</i>	<i>Explanation</i>
10251	463	CenterPoint Energy	Operating	Gas service	\$53.02	07/24/23	for 6/6/23-7/7/23
				<b>Total this claim</b>	\$53.02		
10267	482	CertaSite LLC	Operating	Repair & Maintenance Garage	\$1,319.39	08/09/23	Annual inspection of Wet Sprinkler and Backflows
				<b>Total this claim</b>	\$1,319.39		
0	515	Chase Bank	Operating	Other Professional Services/Ban	\$32.34	07/17/23	Account Analysis Settlement Charge
				<b>Total this claim</b>	\$32.34		
10252	464	Chase Cardmember Service	Operating	Office Supplies/Program Supplie	\$132.77	07/24/23	for 5/17/23-6/16/23
			Operating	Cleaning & Sanitation Supplies	\$7.05		
			Operating	Archival	\$125.76		
			Operating	Other Professional Services/Ban	\$196.00		
			Operating	Databases	\$592.32		
			Operating	Postage	\$44.99		
			Operating	Traveling Expense	\$281.35		
			Gift & Memorial Fund	Program Costs	\$400.93		
			Operating	Office Supplies/Program Supplie	\$92.05		
			Operating	Program Costs Grants	\$144.79		
			Operating	Office Supplies/Program Supplie	\$19.62		
			Operating	Advertising & Public Notices	\$35.00		
			Gift & Memorial Fund	Books	\$135.62		
			Operating	Periodicals and Newspapers	\$107.67		
			Operating	DVD	\$3.99		
			Gift & Memorial Fund	Office Supplies/Program Supplie	\$14.71		
			Operating	Dues and Membership	\$35.00		
			Operating	Office Supplies/Program Supplie	\$107.37		
				<b>Total this claim</b>	\$2,476.99		

<i>Warrant Number</i>	<i>Claim Number</i>	<i>Name of Claimant</i>	<i>Fund</i>	<i>Account</i>	<i>Amount</i>	<i>Date</i>	<i>Explanation</i>
10260	476	Chase Cardmember Service	Operating	Other Professional Services/Ban	\$87.49	07/31/23	for 6/17/23-7/16/23
			Operating	Periodicals and Newspapers	\$109.42		
			Operating	Repair & Maintenance Building	\$131.32		
		Anna Akley Gift Fund		Office Supplies/Program Supplie	\$217.67		
			Operating	Databases	\$14.99		
			Operating	Postage	\$154.29		
			Operating	Audiobooks	\$57.75		
			Operating	Office Supplies/Program Supplie	\$22.68		
			Operating	Program Costs	\$59.95		
			Operating	Office Supplies/Program Supplie	\$159.93		
		Gift & Memorial Fund		Office Supplies/Program Supplie	\$126.26		
			Operating	Office Supplies/Program Supplie	\$109.07		
			Operating	Dues and Membership	\$194.25		
			Operating	Office Supplies/Program Supplie	\$63.64		
				<b>Total this claim</b>	<u>\$1,508.71</u>		
10253	465	Cincinnati Insurance Co	Operating	Other Insurance: Property and L	\$1,992.00	07/24/23	Automatic voucher--Automobile and Umbrella policies
				<b>Total this claim</b>	<u>\$1,992.00</u>		
10268	483	Cintas	Operating	Repair & Maintenance Building	\$1,151.35	08/09/23	clean mats
				<b>Total this claim</b>	<u>\$1,151.35</u>		
10269	484	Cintas # 366	Operating	Cleaning & Sanitation Supplies	\$372.39	08/09/23	Defibrillator and first aid supplies
				<b>Total this claim</b>	<u>\$372.39</u>		
10270	485	Creative Solutions	Operating	Office Supplies/Program Supplie	\$449.00	08/09/23	HP CP5225 Fuser
				<b>Total this claim</b>	<u>\$449.00</u>		
10271	486	DEMCO Inc	Operating	Office Supplies/Program Supplie	\$338.03	08/09/23	Office supplies
				<b>Total this claim</b>	<u>\$338.03</u>		
10272	487	Driessen Water Inc	Operating	Repair & Maintenance Building	\$163.28	08/09/23	Culligan Ultrapure
				<b>Total this claim</b>	<u>\$163.28</u>		
10273	509	Duke Energy	Operating	Electricity	\$8,184.69	08/09/23	for 7/4/23-8/2/23
				<b>Total this claim</b>	<u>\$8,184.69</u>		
10254	466	ERMCO	2019 Construction Fund	Repair & Maintenance Building	\$1,033.67	07/24/23	Installation of two outlets for TVs
				<b>Total this claim</b>	<u>\$1,033.67</u>		



<i>Warrant Number</i>	<i>Claim Number</i>	<i>Name of Claimant</i>	<i>Fund</i>	<i>Account</i>	<i>Amount</i>	<i>Date</i>	<i>Explanation</i>
10274	488	Evergreen Indiana Payment	Operating	Other Professional Services/Ban	\$11.37	08/09/23	2nd quarter 2023 payments to other Evergreen libraries
				<b>Total this claim</b>	\$11.37		
10275	510	Gran-IT Consulting	Operating	Telephone and Internet	\$909.50	08/09/23	Maintenance on server
				<b>Total this claim</b>	\$909.50		
10276	489	Haywood Printing Co Inc	Operating	Office Supplies/Program Supplie	\$246.00	08/09/23	4 General Form 352 books
				<b>Total this claim</b>	\$246.00		
10277	490	hoopla	Operating	Databases	\$1,267.99	08/09/23	Digital resources for July 2023
				<b>Total this claim</b>	\$1,267.99		
10278	491	Huston Electric Inc	2019 Construction Fund	Repair & Maintenance Building	\$6,271.89	08/09/23	Construction work: various small jobs
				<b>Total this claim</b>	\$6,271.89		
10279	492	Ike's Sewer Service	Operating	Repair & Maintenance Building	\$310.00	08/09/23	Repaired backup in first floor women's restroom
				<b>Total this claim</b>	\$310.00		
10255	467	Ike's Sewer Service	Operating	Repair & Maintenance Building	\$640.00	07/24/23	Repaired backup in first floor women's restroom twice
				<b>Total this claim</b>	\$640.00		
10280	511	Indiana American Water Co Inc	Operating	Water and Waste Disposal Servi	\$310.22	08/09/23	for 7/4/23-8/1/23
				<b>Total this claim</b>	\$310.22		
10281	493	Ingram Library Services	Operating	Books	\$2,329.38	08/09/23	
			Operating	Books	\$520.63		
			Operating	Books	\$667.78		
				<b>Total this claim</b>	\$3,517.79		
10282	494	Kanopy Inc	Operating	Databases	\$128.00	08/09/23	Digital resources for July 2023
				<b>Total this claim</b>	\$128.00		
10283	495	Light & Breuning Inc	Operating	Repair & Maintenance Garage	\$473.68	08/09/23	Replaced broken gate lock on N Chauncey gate. Fixed jam on terminal.
				<b>Total this claim</b>	\$473.68		
10256	468	Marquis Handyman Service	Operating	Repair & Maintenance Building	\$765.00	07/24/23	Construction of drip-tray. Installed cabinet and four canvas panels.
				<b>Total this claim</b>	\$765.00		

<i>Warrant Number</i>	<i>Claim Number</i>	<i>Name of Claimant</i>	<i>Fund</i>	<i>Account</i>	<i>Amount</i>	<i>Date</i>	<i>Explanation</i>
10284	496	Mary Segó	Operating	Office Supplies/Program Supplie	\$9.66	08/09/23	Supplies for "Back to School" display
				<b>Total this claim</b>	<u>\$9.66</u>		
0	512	Merchant Services	Operating	Other Professional Services/Ban	\$52.93	08/09/23	credit card fees 7/1/23-7/31/23
				<b>Total this claim</b>	<u>\$52.93</u>		
10257	469	Metronet	Operating	Telephone and Internet	\$625.80	07/24/23	for 7/8/23-8/7/23
				<b>Total this claim</b>	<u>\$625.80</u>		
10285	497	Midwest Tape LLC	Operating	DVD	\$310.12	08/09/23	
				<b>Total this claim</b>	<u>\$310.12</u>		
10286	513	MJV Group Inc	Operating	Repair & Maintenance Building	\$1,737.75	08/09/23	Janitor service for August 2023
				<b>Total this claim</b>	<u>\$1,737.75</u>		
10258	470	netPark Software LLC	Operating	Repair & Maintenance Garage	\$324.50	07/24/23	Monthly usage fee for parking garage system for July 2023
				<b>Total this claim</b>	<u>\$324.50</u>		
10287	498	Parker Technology LLC	Operating	Repair & Maintenance Garage	\$311.07	08/09/23	Call Center support for Garage Parking System
				<b>Total this claim</b>	<u>\$311.07</u>		
0	528	Payroll	Operating	Library Director	\$1,769.23	08/09/23	for payroll of 7/24/23-8/6/23
			Operating	Full-time Employees	\$10,426.48		
			Operating	Part-time Employees	\$10,483.55		
			Operating	Employer's Share-FICA & Medic	\$1,710.21		
			Operating	Unemployment Compensation	\$39.81		
				<b>Total this claim</b>	<u>\$24,429.28</u>		
0	473	Payroll	Operating	Library Director	\$0.00	07/26/23	for payroll of 7/10/23-7/23/23
			Operating	Full-time Employees	\$10,426.48		
			Operating	Part-time Employees	\$11,383.62		
			Operating	Employer's Share-FICA & Medic	\$1,643.74		
			Operating	Unemployment Compensation	\$37.74		
				<b>Total this claim</b>	<u>\$23,491.58</u>		
0	523	Principal Financial Group	Operating	Employer's Contribution Short-te	\$198.03	07/31/23	Short-term disability for full-time employees
				<b>Total this claim</b>	<u>\$198.03</u>		

<i>Warrant Number</i>	<i>Claim Number</i>	<i>Name of Claimant</i>	<i>Fund</i>	<i>Account</i>	<i>Amount</i>	<i>Date</i>	<i>Explanation</i>
0	474	Public Employees Retirement Fu	Operating PERF	Employers Contribution-PERF Salary and Wages	\$1,167.76 \$312.80	07/28/23	for payroll of 7/10/23-7/23/23
				<b>Total this claim</b>	<u>\$1,480.56</u>		
0	472	Public Employees Retirement Fu	Operating PERF	Employers Contribution-PERF Salary and Wages	\$1,167.76 \$312.80	07/24/23	for payroll of 6/26/23-7/9/23
				<b>Total this claim</b>	<u>\$1,480.56</u>		
10288	499	Purdue University	Operating	Dues and Membership	\$75.00	08/09/23	Purdue BGR Sponsorship
				<b>Total this claim</b>	<u>\$75.00</u>		
10289	500	Quality Plumbing and Heating In	2019 Construction Fund	Repair & Maintenance Building	\$10,279.95	08/09/23	Troubleshooting VAV System
				<b>Total this claim</b>	<u>\$10,279.95</u>		
10290	501	Quill Corp	Operating Operating	Office Supplies/Program Supplie Cleaning & Sanitation Supplies	\$103.48 \$89.99	08/09/23	
				<b>Total this claim</b>	<u>\$193.47</u>		
10291	502	Ricoh USA	Operating	Copier/Rental Equipment	\$194.52	08/09/23	for 8/9/23-9/8/23
				<b>Total this claim</b>	<u>\$194.52</u>		
10259	471	Scott Tracey	Operating	Copier/Rental Equipment	\$42.67	07/24/23	Charge for use of U-Haul to move drop box
				<b>Total this claim</b>	<u>\$42.67</u>		
10292	503	Showcases	Operating	Office Supplies/Program Supplie	\$195.48	08/09/23	Audiobook cases
				<b>Total this claim</b>	<u>\$195.48</u>		
10293	504	Swank Movie Licensing USA	Operating	DVD	\$125.00	08/09/23	License for showing of a WALLA movie in September
				<b>Total this claim</b>	<u>\$125.00</u>		
10294	505	T-Mobile	Operating	Telephone and Internet	\$238.00	08/09/23	Hotspots for for 6/21/23-7/20/23
				<b>Total this claim</b>	<u>\$238.00</u>		
10295	514	Unique Management	Operating	Other Professional Services/Ban	\$192.35	08/09/23	Placements and Notices for July 2023
				<b>Total this claim</b>	<u>\$192.35</u>		
10296	506	Veridus Group Inc	2019 Construction Fund	Other Professional Services/Ban	\$3,150.00	08/09/23	Garage Maintenance Management
				<b>Total this claim</b>	<u>\$3,150.00</u>		



Warrant Number	Claim Number	Name of Claimant	Fund	Account	Amount	Date	Explanation
10297	527	West Lafayette Public Library Fo	Gift & Memorial Fund	Other	\$747.29	08/09/23	Book Cellar Proceeds for July 2023 minus expenses
					<b>Total this claim</b>		
					\$747.29		
10298	507	Wintek Corp	Operating	Telephone and Internet	\$778.80	08/09/23	Equipment rental for September 2023 and monthly Fiber Agreement.
					<b>Total this claim</b>		
					\$778.80		
10299	508	Wireless Networking Solutions I	Operating	Repair & Maintenance Building	\$110.00	08/09/23	Troubleshooting access to security cameras
					<b>Total this claim</b>		
					\$110.00		

**Total Amount of Claims** ~~\$114,166.35~~

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I hereby certify that each of the above listed vouchers and the invoices, or bills attached thereto, are true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Wednesday, August 9, 2023

  
Fiscal Officer

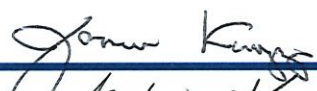


**ALLOWANCE OF VOUCHERS**


(IC 5-11-10-2 permits the governing body to sign the Accounts Payable Voucher Register in lieu of signing each claim the governing body is allowing)

We have examined the vouchers listed on the forgoing accounts payable voucher register, consisting of  pages, and except for vouchers not allowed as shown

on the Register such vouchers are allowed in the total amount of

Date this 9<sup>th</sup> day of August, 2023.



**SIGNATURES OF GOVERNING BOARD**

Approved by the State Board Of Accounts for West Lafayette Public Library on 01/01/98.

## LEASE AGREEMENT

**WHEREFORE**, the City of West Lafayette Redevelopment Commission (the “City”) is a municipal corporation under Ind. Code § 36-1-2-10 and is the owner of real property with a Parcel ID Number of 79-07-18-277-017.000-026 and common legal address of 1496 N. Salisbury Street, West Lafayette, Indiana (the “Real Property”);

**WHEREFORE**, a historical structure commonly known as the Grand View Cemetery Caretaker Cottage is located on the Real Property (the “Cottage”);

**WHEREFORE**, when the City acquired the Real Property, the Cottage located on the Real Property was in a dilapidated state and could not be occupied safely for any use or purpose;

**WHEREFORE**, the City, at significant cost, renovated and repaired the Cottage located on the Real Property so that it could be occupied and used to benefit the residents of the City and the community generally;

**WHEREFORE**, the West Lafayette Public Library (the “Library”) is a municipal corporation under I.C. § 36-1-2-10 and seeks to lease the Real Property, including the Cottage, for the purpose of operating a historical center, which would be open to the public; and

**NOW, THEREFORE**, the City and the Library, in consideration for their mutual undertakings, agree that the City hereby leases to the Library, and the Library hereby leases from the City, the Leased Premises (as hereafter defined) including the Cottage upon the following covenants, terms, and conditions:

1. **Leased Premises.** The leased premises consists of the Real Property, including the Cottage.

2. **Term.** The term of the Agreement shall be for a period of one (1) year, beginning on the \_\_\_\_\_ date of \_\_\_\_\_, 2023 and expiring on the \_\_\_ date of \_\_\_\_\_, 2023. The Agreement shall automatically renew for successive one (1) year terms for a period of twenty (20) years until the \_\_\_ date of \_\_\_\_\_, 20\_\_\_, or until such time as this Agreement is terminated. Either party may terminate this Agreement at any time and for any reason prior to the end of the lease term with thirty (30) days written notice.

3. **Rent.** Rent shall be made payable in advance, on the first day of an annual term, from the Library to the City. The Library shall pay to the City as rent for the Leased Premises the sum of One and 00/100 U.S. Dollar (\$1.00) per year.

4. **Use of Leased Premises.**

a. The Leased Premises shall be used by the Library exclusively for the operation of historical center and shall be open to the public. The Library shall keep the Leased Premises in a clean and orderly condition and shall operate the historical center therefrom in a careful and safe manner.

## Sample Whistle Blower Policy

NONPROFIT is committed to operating in furtherance of its tax-exempt purposes and in compliance with all applicable laws, rules and regulations, including those concerning accounting and auditing, and prohibits fraudulent practices by any of its board members, officers, employees, or volunteers. This policy outlines a procedure for employees to report actions that an employee reasonably believes violates a law, or regulation or that constitutes fraudulent accounting or other practices. This policy applies to any matter which is related to NONPROFIT's business and does not relate to private acts of an individual not connected to the business of NONPROFIT.

If an employee has a reasonable belief that an employee or NONPROFIT has engaged in any action that violates any applicable law, or regulation, including those concerning accounting and auditing, or constitutes a fraudulent practice, the employee is expected to immediately report such information to [the Executive Director]. If the employee does not feel comfortable reporting the information to the Executive Director, he or she is expected to report the information to the [appropriate position].

All reports will be followed up promptly, and an investigation conducted. In conducting its investigations, NONPROFIT will strive to keep the identity of the complaining individual as confidential as possible, while conducting an adequate review and investigation.

NONPROFIT will not retaliate against an employee in the terms and conditions of employment because that employee: (a) reports to a supervisor, to the executive director, the Board of Directors or to a federal, state or local agency what the employee believes in good faith to be a violation of the law; or (b) participates in good faith in any resulting investigation or proceeding, or (c) exercises his or her rights under any state or federal law(s) or regulation(s) to pursue a claim or take legal action to protect the employee's rights.

NONPROFIT may take disciplinary action (up to and including termination) against an employee who in management's assessment has engaged in retaliatory conduct in violation of this policy.

[In addition, NONPROFIT will not, with the intent to retaliate, take any action harmful to any employee who has provided to law enforcement personnel or a court truthful information relating to the commission or possible commission by NONPROFIT or any of its employees of a violation of any applicable law or regulation.]

Supervisors will be trained on this policy and NONPROFIT'S prohibition against retaliation in accordance with this policy.

- b. The Library shall not use the Leased Premises or maintain them in any manner constituting a violation of any ordinance, statute, regulation, or order of any governmental authority, including, without limitation, zoning ordinances. The Library shall not commit waste upon the Leased Premises and shall not maintain, permit, or suffer any nuisance to occur or exist on the Leased Premises.
- c. Subject to prior approval by the City, the Library, at the Library's sole expense, may be entitled to attach a sign to the front exterior of the Leased Premises. Any sign approved by the City shall comply with all applicable zoning and signage regulations and with any ordinance or statute.

5. **Delivery Condition.** Except as otherwise set forth herein, the City delivers the Leased Premises in "as is" condition, with heating, ventilation, air conditioning, and electrical systems in good working order. The City shall not be responsible for making any improvements to the Leased Premises prior to move-in by the Library. The Leased Premises is being delivered to the Library unfurnished. The Library shall exclusively furnish all furniture, office supplies, and office equipment necessary to operate a historical center on the Leased Premises.

6. **Security Deposit.** No security deposit shall be required. Upon expiration of this Agreement, the Library and with normal wear and casualty excepted, shall pay to the City any unpaid rent, unpaid utilities, and for reasonable repairs or damages caused by negligence, carelessness, accident, or abuse of the Leased Premises by the Library, its agents, its employees, or officers, and any attorney's fees or court costs actually paid for any action involving the enforcement of any covenant, term, or condition of this Agreement.

7. **Possession.** The Library shall take possession of the Leased Premises upon commencement of the Lease Term as set forth in Paragraph 2 above.

8. **Leasehold Interest.** By this Agreement, the Library does not acquire any right, title, or interest in or to any of the Leased Premises except such rights as are specifically stated herein. The relationship between the City and the Library is solely that of landlord and tenant.

9. **Utilities.**

- a. The Library's Responsibilities. Unless provided in Paragraph 9(b), the Library shall provide and pay all charges, fees, and expenses related to utilities furnished or provided to the Leased Premises as the Library deems appropriate, including, but not limited to water, sewage, trash collection, electric, gas, cable, telephone, security, janitorial, and internet services. The Library, in addition to the aforementioned charges, fees, and expenses, further agrees to pay any and all costs associated with connecting the Leased Premises to said utilities.

properly. If the concerns are not addressed, the individual should make a formal complaint as outlined below.

**Reporting Violations**

If an individual reasonably believes that some practice of the Trust, a member of the board of directors or a board committee, an employee of the Trust, or another individual or entity with whom the organization has a business relationship is in violation of the law, the employee must file a written complaint with the Board President.

**Handling Reported Violations**

The Board President will contact the complainant within 10 business days and acknowledge the reported violation was received. The complainant will be notified about what actions will be taken. If no further action or investigation is to follow, an explanation for the decision will be given to the complainant.

Any complainant who reasonably believes they have been retaliated against in violation of this whistle blower policy shall follow the same procedures as they did when they filed the original complaint.

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My signature below indicates my receipt and understanding of this policy. I also verify that I have been provided with the opportunity to ask questions about the policy.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

*Presented to the Board of Directors October 14, 2010*



- b. The City's Responsibilities. With regard to utilities, the City's sole responsibility shall be to maintain the landscaping on the Leased Premises including regular mowing and snow removal from the sidewalks and drive approaches, which shall be provided in accordance with the City's existing procedure for mowing and snow removal on other properties owned by the City.

10. **Title to the Leased Premises.** The Library shall do no act which may cloud or encumber the City's title to the Leased Premises.

11. **Environmental Covenants.** The Library covenants that it shall not deposit or leave on the Leased Premises or bury or discharge underground to any pipe, culvert, or drainage system, any trash, waste, or "hazardous substance" as defined in Indiana or federal law or regulations. The Library shall not emit or discharge into the air any smoke, fumes, vapor or other substance which would pose a potential threat to the environment. Violation of the terms of this article shall constitute grounds for immediate termination of this Agreement and immediate retaking of possession by the City without notice or demand.

12. **Surrender and Holdover.**

- a. Upon termination of this Agreement, by lapse of time or otherwise, the Library shall surrender to the City the Leased Premises, together with all other property affixed to the Leased Premises (excepting trade fixtures), in the same order and condition in which the Library received them, except for the effects of ordinary wear and tear. The Library shall, on or before the date of termination, remove all of its personal property from the Leased Premises. If the Library shall remain in possession of all or any part of the Leased Premises after the expiration of the term of this Agreement, with the written consent of the City, then Lessee shall be a tenant from month-to-month and Rent shall increase by \_\_\_\_\_% over the Rent is the previous Lease Term or Extension Term.
- b. If the Library fails to pay, when the same is due and payable, any rent or amounts or charges of any kind or nature due and payable under the terms of this Agreement, such unpaid amounts shall bear interest thereof to the date of payment at the rate of \_\_\_\_\_ percent (\_\_\_\_%) per annum.
- c. During any period of time in which the Library holds over as a tenant after the expiration of the Lease Term, the rent payable by lessee shall be \$ \_\_\_\_\_ during the holdover period.

13. **Assignment and Subletting.** The Library shall not assign this Agreement nor sublease the Leased Premises, in whole or in part, to any other person, entity, or governmental unit without the prior written consent of the City, which the City may grant or withhold at its sole discretion.

**JOHN E. CHRISTIAN FAMILY MEMORIAL TRUST, INC.**  
**WHISTLEBLOWER POLICY**

**GENERAL POLICY**

All employees, directors and officers of the John E. Christian Family Memorial Trust, Inc. ("Trust") will be protected from any disadvantage caused by raising legitimate concerns and shall report suspected illegal activities within the organization.

**PURPOSE**

The Trust encourages its employees, directors and officers to maintain high ethical standards. This whistleblower policy is meant to provide a confidential and effective means for reporting suspected violations of the law. It further serves to protect individuals who report suspected violations from retaliation in any form.

**SAFEGUARDS**

**Confidentiality**

An individual may report a suspected violation anonymously or on a confidential basis, keeping in mind that in the course of the investigation it may become necessary that the source of the complaint be identified.

**Retaliation**

No individual who reports a suspected violation in good faith, whether or not the allegation turns out to be correct, shall be subject to any form of retaliation, including harassment, demotion, or firing, by the Trust or its employees. Anyone who retaliates against a complainant shall be subject to disciplinary action.

The Trust will not retaliate against employees who disclose or threaten to disclose to a supervisor or a public body, any activity, policy, or practice of the organization that the employee reasonably believes is in violation of a law, or a rule or regulation mandated pursuant to law, or is in violation of a clear mandate or public policy concerning the health, safety, welfare, or protection of the environment.

**Malicious Allegations**

An individual is not required to prove the truth of an allegation, but is required to act in good faith. Any individual who does not act in good faith in reporting a suspected violation may be subject to disciplinary action.

**PROCEDURE**

**Open Door Policy**

If an employee reasonably believes that some policy, practice or activity of the Trust is in violation of the law, or a clear mandate or public policy, the employee should share their questions, concerns, suggestions, or complaints with someone who may be able to address them

9. No current employee of the Organization shall be eligible for membership on the Board of Directors. Immediate family as used above shall include: husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, and brother-in-law.
10. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements.

Any violations of the above provisions shall be subject to disciplinary action by the Board of Directors, and any person violating any of the above provisions, may be dismissed from employment or removed from office or from the Board of Directors.

Signature: \_\_\_\_\_

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

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

Position at LTHC: \_\_\_\_\_

17. **Insurance.** The Library shall at its own expense maintain in effect during the term of this Agreement the following insurance with limits as shown or greater:

- a. General Liability. The Library agrees to obtain and maintain at all times during the Term of this Agreement, with an insurance company satisfactory to the City, public liability insurance in an amount not less than \$3,000,000, combined single limit, in case of bodily injury or death, and not less than \$1,000,000 in case of damage to property, all of which are intended to protect the City from claims for injuries to persons or property when said injuries are caused by anything happening within, upon, or about the Leased Premises. The Library shall deposit with the City said insurance policies (or certified copies thereof). Upon failure of the Library to obtain or maintain said insurance, the City may so obtain such insurance, and the cost of any premiums shall be considered as additional rent due by the Library to be paid with the next monthly installment of rent;
- b. Property Insurance – Leased Premises. The Library shall also obtain property, fire, and casualty insurance on the Leased Premises in an amount not less than the full replacement cost of the Leased Premises;
- c. Property Insurance – Lessee’s Personal Property. The Library shall also be responsible for obtaining property and casualty, fire, and extended coverage insurance for its own personal property located on the Leased Premises.
- d. Workers’ Compensation. – The Library shall also be responsible for obtaining workers compensation insurance up to the statutory limit; and
- e. Professional Liability. The Library shall also be responsible for obtaining Professional Liability for protection against claims arising out of performance of professional services either by itself or subcontractors engaged on its behalf caused by negligent error, omission, or act in the amount of \$1,000,000.00.

The Library shall maintain Certificates of Insurance listing the City of West Lafayette Redevelopment Commission as an Additional Insured indicating the aforesaid coverage upon request of the City.

18. **Indemnification.**

- a. The Library shall indemnify and hold harmless the City from and against any and all third-party claims, actions, damages, liability, and expense, to include reasonable attorney's fees and other litigation costs, in connection with loss of life, personal injury, and/or damage to property, including the Leased Premises: (i) arising from or out of the occupancy or use by the Library of the Leased Premises or any part thereof, or from the conduct of Library’s operation of a historical center on the Leased Premises; (ii)



## **Conflict of Interest Policy for Employees, Officers and Directors**

1. No employee, officer, director or agent shall perform services for a not-for-profit organization, if this could result in a conflict of interest situation. Every employee, officer, director or agent that wishes to perform services for a not-for-profit organization shall disclose this information to the board of directors, including the name of the organization, the services to be performed, and the estimated time necessary for performance. If the board of directors, in its sole and absolute discretion, determines that there is a potential conflict of interest, permission shall be denied. The employee, officer, director or agent understands that the board of directors is under no obligation to approve the performance of the services, and that the board of directors may arbitrarily and in its sole discretion, deny permission to the employee, officer, director, or agent.
2. Employees, officers, directors, and agents may consult with outside organizations as long as no conflict of interest exists. The board of directors shall have the final say as to what constitutes a conflict of interest.
3. No employee, officer, director, or agent shall participate in the selection, award or administration of a contract, where, to his or her knowledge, the employee, officer, director, or agent or his or her immediate family or partner has a financial interest. The financial interest must be fully disclosed to the board prior to selection process.
4. No employee, officer, director, or agent shall participate in the selection, award or administration of a contract, where, to his or her knowledge, the employee, officer, director or agent or his or her immediate family or partner is negotiating for or has any arrangement concerning prospective employment without full disclosure to the Board.
5. No officer, employee, director, or agent shall solicit or accept personal gratuities, favors or anything of substantial monetary value from contractors or potential contractors.
6. No individual shall be employed by the Organization in a position over which a member of his or her immediate family exercises supervisory authority.
7. No individual may perform services for which he or she receives compensation from the Organization, while a member of his or her immediate family serves on the Board of Directors. Exceptions can be made at the request of the Executive Director by approval of the Board.
8. No current member of the Board of Directors shall be eligible for employment with the Organization.



occasioned by any act, omission, fault, negligence, or misconduct of the Library, its agents, contractors, employees, customers, or visitors (except to the extent caused by the City's acts on the Leased Premises while performing its maintenance obligations as set forth in this Lease); (iii) arising out of the Library's failure to repair or maintain the Leased Premises (except those parts of the Leased Premises that are the City's responsibility hereunder); (iv) arising out of the Library's breach of any other covenant or obligation under this Agreement; or (v) by reason of liability imposed on the City arising out of the Library's breach of the Library's environmental covenants hereunder or from environmental violations or defects on the Leased Premises occurring during the term of the Lease, which are caused by the Library, its agents, contractors, employees, customers, or visitors.

- b. Any personal property or fixtures located on or affixed to the Leased Premises are located or affixed thereon at the sole risk of the Library, and any theft or damage thereto shall be the responsibility of the Library, and the Library shall hold the City harmless from any theft or damage to said personal property or fixtures.
- c. The City shall indemnify and hold harmless the Library from and against any and all third-party claims, actions, damages, liability, and expenses, to include reasonable attorney's fees and other litigation costs, in connection with loss of life, personal injury, and/or damage to property: (i) occasioned by any act, omission, fault, negligence, or misconduct of the City or its agents, contractors, employees, or representatives; or (ii) arising out of the City's breach of any covenant or obligation under this Lease.
- d. The indemnification provisions set forth herein shall survive the Term of this Agreement.

19. **Condemnation.** If the entire Leased Premises, or such portion thereof as to make the remainder unsuitable for the Library's use, is condemned by any other governmental authority or utility, or if a conveyance or acquisition in lieu of such condemnation is made, this Lease shall terminate as of the date that the City is legally compelled to surrender the Leased Premises. All payments from the governmental or utility authorities in respect of the condemnation shall be the sole property of the City, except any amounts awarded to the Library for its moving expenses, fixtures, and other elements of damage to the Library's interest as allowed by law.

20. **Fixtures.** Any and all alterations, remodeling, repairs, improvements, installations, additions, hardware, and non-trade fixtures, temporary or permanent, made to the Leased Premises or any part thereof, whenever made or whether placed there by the City or the Library, shall be the City's property and shall remain on the premises upon termination of the term of this Lease by lapse of time or otherwise, all without compensation, allowance, or credit to the Library. Non-trade fixtures shall not include the Library's movable tables, furniture, and similar items placed in said Premises and other items of Library which can be removed without irreparable damage to said Premises.

Business Expense Records	7 years
IRS 1099s	7 years
Journal Entries	7 years
Invoices	7 years
Sales Records (box office, concessions, gift shop)	5 years
Petty Cash Vouchers	3 years
Cash Receipts	3 years
Credit Card Receipts	3 years
 <u>Bank Records</u>	
Check Registers	Permanent
Bank Deposit Slips	7 years
Bank Statements and Reconciliation	7 years
Electronic Fund Transfer Documents	7 years
 <u>Payroll and Employment Tax Records</u>	
Payroll Registers	Permanent
State Unemployment Tax Records	Permanent
Earnings Records	7 years
Garnishment Records	7 years
Payroll Tax returns	7 years
W-2 Statements	7 years
 <u>Employee Records</u>	
Employment and Termination Agreements	Permanent
Retirement and Pension Plan Documents	Permanent
Records Relating to Promotion, Demotion or Discharge	7 years after termination
Accident Reports and Worker's Compensation Records	5 years
Salary Schedules	5 years
Employment Applications	3 years
I-9 Forms	3 years after termination
Time Cards	2 years
Donor Records and Acknowledgement Letters	7 years
Grant Applications and Contracts	5 years after completion
 <u>Legal, Insurance and Safety Records</u>	
Insurance Policies	Permanent
Real Estate Documents	Permanent
Leases	6 years after expiration
General Contracts	3 years after termination

*Presented to the Board of Directors October 14, 2010*

21. **Events of Default.** Any of the following shall be deemed an Event of Default:
- a. The Library's failure to pay any installment of rent when the same becomes due, which failure is not cured within ten (10) days of written notice thereof.
  - b. The Library's failure to perform or observe any other covenants, term, or condition of this Agreement to be performed or observed by the Library and, if curable, the failure continues for more than 30 days after written notice thereof is given to the Library unless the Library has diligently undertaken a cure within such timeframe and the default is fully resolved within 60 days of the written notice thereof. However, if the matter involves a serious condition which may threaten the integrity or safety of the Leased Premises or the health or safety of any workers or guests on the Leased Premises, the Library shall cure the condition within 10 days after notice from the City.
  - c. The City's failure to perform or observe any covenant, term, or condition of this Agreement to be performed or observed by the City and, if curable, the failure continues for more than 30 days after written notice thereof is given to the City unless the City has diligently undertaken a cure within such timeframe and the default is fully resolved within 60 days of the written notice thereof. However, if the matter involves a serious condition which may threaten the integrity or safety of the Leased Premises or the health or safety of any workers or guests on the Leased Premises, the City shall cure the condition within 10 days after notice from the Library.

22. **The City's Remedies.**

- a. Upon the occurrence of any Event of Default by the Library, the City may, in addition to any other remedy or right it has hereunder or by law, without further notice or demand, terminate this Agreement, and may re-take possession of the Leased Premises. Notwithstanding such termination, the liability of the Library for the rent provided herein for the balance of the Agreement term shall not be extinguished.
- b. In the event of any default hereunder by the Library, the City may immediately, or at any time thereafter, without notice, cure such default for the account and at the expense of the Library. If at any time, by reason of such default, the City is compelled to pay any sum of money or do any act which will require the payment of any sum of money, the sums so paid by the City shall be paid by the Library to the City on the first day of the month following the payment of said sums or expenses.

23. **The Library's Remedies.**



**JOHN E. CHRISTIAN FAMILY MEMORIAL TRUST, INC.**  
**DOCUMENT RETENTION AND DESTRUCTION POLICY**

**PURPOSE**

In accordance with the Sarbanes-Oxley Act, which makes it a crime to alter, cover up, falsify, or destroy any document with the intent of impeding or obstructing any official proceeding, this policy provides for the systematic review, retention and destruction of documents received or created by the John E. Christian Family Memorial Trust, Inc., in connection with the transaction of organization business. This policy covers all records and documents, regardless of physical form, contains guidelines for how long certain documents should be kept and how records should be destroyed.

The policy is designed to ensure compliance with federal and state laws and regulations and to prevent accidental or innocent destruction of records. Document destruction will be suspended immediately upon any indication of an official investigation, or when a lawsuit is filed or appears imminent

**DOCUMENT RETENTION**

The John E. Christian Family Memorial Trust, Inc. follows the document retention procedures outlined below. Documents that are not listed, but are substantially similar to those listed in the schedule will be retained for the appropriate length of time. These policies refer to documents regardless of whether they are in paper or in electronic form.

**Document Types**

**Corporate Records**

Annual Reports to Secretary of State/Attorney General	Permanent
Articles of Incorporation	Permanent
Board Meeting and Board Committee Minutes	Permanent
Board Policies/Resolutions	Permanent
By-laws	Permanent
Construction Documents	Permanent
Fixed Asset Records	Permanent
IRS Application for Tax-Exempt Status (Form 1023)	Permanent
IRS Determination Letter	Permanent
State Sales Tax Exemption Letter	Permanent
Contracts (after expiration)	7 years
Correspondence (general)	3 years

**Accounting and Tax Records**

Annual Audits and Financial Statements	Permanent
Depreciation Schedules	Permanent
General Ledgers	Permanent
IRS 990 Tax Returns	Permanent

- a. Upon the occurrence of any Event of Default by the City, the Library may, in addition to any other remedy or right it has hereunder or by law, without further notice or demand, terminate this Agreement. In the event of such a termination of the Agreement, the liability of the Library for the rent provided herein for the balance of the Lease Term shall be extinguished, and the Library shall not be liable to the City for the full amount of rent through the entire Term of this Agreement, regardless of whether the City is able to re-lease the Leased Premises during the remaining Term.
- b. In the event of any default hereunder by the City, the Library may immediately or at any time thereafter, without notice, cure such default for the account and at the expense of the City. If at any time, by reason of such default, the Library is compelled to pay any sum of money, or do any act which will require the payment of any sum of money, the sums so paid by the Library shall be calculated to reduce the rent owed to the City in the year following the payment of said sums or expenses.

24. **Prevailing Party – Attorney Fees.** Notwithstanding any term or condition in this Agreement to the contrary, in the event litigation is commenced to enforce any term or condition of this Agreement, the prevailing party shall be entitled to costs and expenses of litigation including a reasonable attorney fee.

25. **Access by the City to the Leased Premises.** The City, its agents, and its employees shall be permitted to inspect and examine the Leased Premises at any reasonable time upon twenty-four (24) hours written notice to the Library.

26. **Quiet Enjoyment.** If the Library shall perform all of the covenants, terms, and conditions herein provided to be performed by the Library, the Library shall, at all times during the term of this Agreement, have peaceable and quiet enjoyment of possession of the Leased Premises without any manner of hindrance from the City or any person or entity lawfully claiming under the City.

27. **Sale of the City's Interest.** In the event the City sells the Leased Premises to a third-party prior to the expiration of this Agreement, it is agreed that this Agreement shall continue in force for the term hereof. The City shall require any new owner of the Leased Premises to honor and agree to the terms of this Agreement, and the City shall thereupon be relieved of further responsibility under this Agreement.

28. **No Investment in Iran.** As required by Ind. Code § 5-22-16.5, the Library certifies that the Library is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in Ind. Code § 5-22-16.5-14, including termination of this Lease and denial of future leases, as well as an imposition of a civil penalty.

29. **Non-Collusion.** The Library, being duly sworn on oath, says that, with regard to its occupancy of the Leased Premises, it has not, nor has any other member, representative, or

## **Article VII - Distribution of Assets on Dissolution**

(Language required by IRS for tax exempt status)

Upon dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of §501(c)(3) of the Internal Revenue Code, or corresponding section of any future Federal tax code, or shall be distributed to the Federal government, or to a state or local government, for a public purpose. Any such assets not disposed of shall be disposed of by Circuit Court of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

No Private Inurement language (separate article)

No part of the net earnings of the organization shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these Articles. No substantial part of the activities of the organization shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this document, the organization shall not carry on any other purpose not permitted to be carried on (a) by an organization exempt from Federal income tax under §501(c)(3) of the Internal Revenue Code, or corresponding section of any future Federal tax code, or (b) by an organization, contributions to which are deductible under §170(c)(2) of the Internal Revenue Code, or corresponding section of any future Federal tax code.

agent of the Library, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer, nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

30. **E-Verify—USCIS Form I9.** The Library shall comply with the E-Verify Program as follows:

- a. Pursuant to Ind. Code § 22-5-1.7, the Library shall enroll in and verify the work eligibility status of all newly hired employees of the Library through the E-Verify Program (“Program”). The Library is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.
- b. The Library and any subcontractors shall not knowingly employ or subcontract with an unauthorized alien or retain an employee or subcontract with a person that the Library or its subcontractors subsequently learns is an unauthorized alien. If the Library violates this Section 7(b), the City shall require the Library to remedy the violation not later than thirty (30) days after the City notifies the Library. If the Library fails to remedy the violation within the thirty (30) day period, the City shall terminate this Agreement for breach of this Agreement. If the City terminates this Agreement, the Library shall, in addition to any other remedies under this Agreement, be liable to the City for actual damages. There is a rebuttable presumption that the Library did not knowingly employ an unauthorized alien if the Library verified the work eligibility status of the employee through the Program.
- c. If the Library employs or subcontracts with an unauthorized alien but the City determines that terminating this Agreement would be detrimental to the public interest or public property, the City may allow the lease to remain in effect until the City procures a new lessee.
- d. The Library shall, prior to performing any work on the Leased Premises, require each subcontractor to certify to the Library that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. The Library shall maintain on file a certification from each subcontractor throughout the duration of any work on the Leased Premises. If the Library determines that a subcontractor is in violation of this Section 7(d), the Library may terminate its contract with the subcontractor for such violation. Such termination may not be considered a breach of this Agreement by the Library or the subcontractor.
- e. By its signature below, the Library swears or affirms that it (i) has enrolled and is participating in the E-Verify program; (ii) has provided documentation to the City that it has enrolled and is participating in the E-

Verify program; and (iii) does not knowingly employ an unauthorized alien.

31. **Compliance with Accessibility.** It is the intent and goal of the City to ensure that any new construction within the City of West Lafayette shall comply with all ADA and PROWAG guidelines.

Pursuant to Title II regulations at 28CFR 35.151; and the 2004 ADAAG CFR part 1191, appendices B and D, the City of West Lafayette adopted the 2010 ADA SAD standards for new construction and alterations for facilities, and also adopted the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right of Way (PROWAG) as published July 26, 2011.

Facilities located within the City of West Lafayette, the 2010 ADA SAD standards shall be met for new construction and alterations for projects within the City.

Facilities located within the right of way, PROWAG standards shall be met for new construction and alterations for project elements.

Fair Housing Act (FHA) and Section 504 of the Rehabilitation Act, and The Architectural Barriers Act (ABA) standards and guidelines shall be followed.

Accessibility guidelines shall be met on all projects requiring compliance with the FHA, Section 504, or the ABA.

Projects found to not be in compliance with these standards and guidelines will be assessed fines, as follows:

- a. Non-compliant fee (\$250 per day), and a "Stop Work" order will be issued.
- b. If after (3) violations and (10) business days to correct non-compliance issues, your lease will be revoked.

32. **Compliance with Title VI.** It is the intent and goal of the City to ensure that all new construction within the City of West Lafayette shall comply with all TITLE VI guidelines.

The Library in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes, issued pursuant to such Acts, hereby notifies all bidders ever performing work on the Leased Premises at its behest that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of religion, race, color, national origin, sex, sexual orientation, gender identity, age, disability/handicap, and low income in consideration for an award.

33. **Nondiscrimination.** Pursuant to Ind. Code § 22-9-1-10 and the City of West Lafayette's Municipal Code, the Library represents that it and any subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's or applicant's hiring, tenure, terms, conditions or privileges of employment or any matter directly or indirectly relating to employment because of the employee's or applicant's race, color, creed, religion, ancestry, national origin, sex, disability, age, familial status, status with regard to public assistance, sexual orientation, gender identity, gender expression, and veteran status.

34. **Taxes.** The City shall pay all real estate taxes and special assessment taxes levied against the Leased Premises, to the extent applicable. The Library shall pay any and all taxes levied against its personal property, fixtures, or otherwise located on or within the Leased Premises.

35. **Miscellaneous.**

- a. This Agreement shall extend to and be binding upon the parties and their successors and assigns. However, this provision shall not be construed to permit the assignment of this Agreement except as may be permitted by the terms of this Agreement.
- b. A modification or waiver of any of the covenants, terms, or conditions of this Agreement shall be effective only if made in writing and signed by the respective parties.
- c. Any notices required hereunder shall be deemed sufficient when in writing and: (i) personally served upon the party to be notified; or (ii) or mailed by United States certified mail, postage prepaid to the last-known addresses of the parties. The parties shall promptly notify each other of any change of address.
- d. If a court of competent jurisdiction shall determine, for any reason, that any part of this Agreement is unenforceable, said determination shall not affect the remaining parts of this Agreement, which remaining parts shall continue in full force and effect.
- e. In any disagreement over the interpretation of any provision of this Agreement, there shall be no presumption against either party as the drafter. Rather, this Agreement shall be construed as if both parties jointly drafted this Agreement.
- f. This Agreement shall be governed by Indiana law.
- g. The undersigned persons executing this Agreement on behalf of the City and the Library hereby certify that they are authorized by their respective entities

to enter into this Agreement, and to bind their respective entities to the terms and conditions hereof.

IN WITNESS WHEREOF, the City and the Library have executed this Agreement effective the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**The West Lafayette**

**Public Library**

ANASTASIA GENSLIC KRIVLIS  
NAME

PRESIDENT, WLPL BOARD OF TRUSTEES  
Title

WEST LAFAYETTE PUBLIC LIBRARY  
Company

Anastasia G Krivlis  
Signature

**The West Lafayette**

**Board of Public Works**

\_\_\_\_\_  
Sana G. Booker, President

\_\_\_\_\_  
M. Michelle Dearing, Member

\_\_\_\_\_  
Jason D. Huber, Member

\_\_\_\_\_  
Thomas J. Kent, Member

\_\_\_\_\_  
Jeffrey W. Love, Member

ATTEST:

\_\_\_\_\_  
Nichole A. Foster, First Deputy Clerk



August 9, 2023

West Lafayette Public Library  
208 Columbia St.  
West Lafayette, IN 47906  
Attn: Mr. Scott Tracey, Interim  
Deputy Director

Re: West Lafayette Public Library – Parking Garage Maintenance  
Western Specialty Contractors (WSC) Pay Application #5 (4)  
Date: July 30, 2023

Dear Mr. Tracy

We have received Western Specialty Contractors’ Pay Application No. 5 (4) in the amount of (\$56,017.00) for work completed and stored materials for progress billing of the Garage Maintenance Contract. Veridus has visited the site in the Contractor’s progression of the work through this date. Having found the level of completion in accordance with the progress billing submitted, are providing our recommendation of payment of the invoice in the amount of **\$50,415.30**, which is the gross invoice less 10% Retainage per the contract agreement.

INV #	% Complete this Invoice	% Complete to Date	Total Invoice
Pay App-5	21%	55%	\$50,415.30

**Recommendations:**

1. We recommend approval / payment of Pay Application #2 for work completed in the amount of **\$50,415.30** which is the net amount due after retainage.
2. Partial Waiver of Lien is attached.

If there is additional information you need or if you have any questions or comments, please let me know. For your review and approval, the Pay Application has been attached with this recommendation.

Sincerely,

Scott G. Senefeld  
Veridus Group  
C: 317-695-2394





# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 114538

To Owner: WEST LAFAYETTE PUBLIC LIBRARY  
208 WEST COLUMBIA STREET  
WEST LAFAYETTE, IN 47906

Project: 01723.1000 West Lafayette Public Library  
- Parking Garage Maintenance R

Application No. : 5

Period To: 7/31/2023

Distribution to :

Owner

Architect

Contractor

From Western Specialty Contractors  
Contractor: 2915 Tobey Drive  
Indianapolis, IN 46219

Via Architect:

Project Nos:

Contract Date:

Contract For:

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum .....	\$269,152.00
2. Net Change By Change Order .....	\$3,428.00
3. Contract Sum To Date .....	\$272,580.00
4. Total Completed and Stored To Date .....	\$149,605.00
5. Retainage:	
a. 10.00% of Completed Work	\$14,960.50
b. 0.00% of Stored Material	\$0.00
Total Retainage .....	\$14,960.50
6. Total Earned Less Retainage .....	\$134,644.50
7. Less Previous Certificates For Payments .....	\$84,229.20
8. Current Payment Due .....	\$50,415.30
9. Balance To Finish, Plus Retainage .....	\$137,935.50

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Western Specialty Contractors

By: [Signature] Date: 7-26-23

State of: INDIANA  
Subscribed and sworn to before me this 26<sup>th</sup>  
Notary Public: Glynda M. Day  
My Commission expires: 10-20-2027

County of: MARION  
day of July 2023

Glynda M. Day  
Notary Public  
**SEAL**  
Marion County, State of Indiana  
My Commission Expires October 20, 2027  
Commission Number: NP0723097

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 50,415.30

*(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on th Continuation Sheet that are changed to conform with the amount certified.)*

ARCHITECT:  
By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$3,428.00	\$0.00
TOTALS	\$3,428.00	\$0.00
Net Changes By Change Order	<b>\$3,428.00</b>	



CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 5  
 Application Date : 07/26/23  
 To : 07/31/23

Architect's Project No. :

Invoice # : 114538 Contract : 01723.1000 West Lafayette Public Library – Parking Garage Maintenance R

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place					
010	General Conditions Indy	10,400.00	6,240.00	3,120.00	0.00	9,360.00	90.00%	1,040.00	936.00
020	Alternate Tremco Material Traffic Coating Remove And Replace	129,000.00	51,950.00	0.00	0.00	51,950.00	40.27%	77,050.00	5,195.00
030	Top Deck Striping	2,525.00	0.00	0.00	0.00	0.00	0.00%	2,525.00	0.00
040	Top Wall Coatings	7,300.00	0.00	2,920.00	0.00	2,920.00	40.00%	4,380.00	292.00
050	Deck Joint Sealant	5,950.00	2,975.00	2,975.00	0.00	5,950.00	100.00%	0.00	595.00
052	Traffic Membrane Joint Sealant	6,790.00	3,395.00	3,395.00	0.00	6,790.00	100.00%	0.00	679.00
060	Perimeter Cove Joint Sealant	9,447.00	4,728.00	4,719.00	0.00	9,447.00	100.00%	0.00	944.70
070	Concrete Column Base Sealants	1,500.00	0.00	1,500.00	0.00	1,500.00	100.00%	0.00	150.00
080	Surface Repairs Up to 2 inches	81,000.00	24,300.00	0.00	0.00	24,300.00	30.00%	56,700.00	2,430.00
100	Stairs Restoration Grind and paint	10,240.00	0.00	0.00	0.00	0.00	0.00%	10,240.00	0.00
110	Stairwell Annual Cleaning and Decontamination	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	0.00
120	Surface Repairs Up to 2 inches	-56,700.00	0.00	0.00	0.00	0.00	0.00%	-56,700.00	0.00
130	Extra Deck Coating Removal	20,000.00	0.00	20,000.00	0.00	20,000.00	100.00%	0.00	2,000.00
140	Extra Control Joint Sealant	17,388.00	0.00	17,388.00	0.00	17,388.00	100.00%	0.00	1,738.80
150	Replace 12 Stair Pans	22,740.00	0.00	0.00	0.00	0.00	0.00%	22,740.00	0.00
<b>Grand Totals</b>		<b>272,580.00</b>	<b>93,588.00</b>	<b>56,017.00</b>	<b>0.00</b>	<b>149,605.00</b>	<b>54.88%</b>	<b>122,975.00</b>	<b>14,960.50</b>





Western Specialty Contractors  
 2915 Tobey Drive  
 Indianapolis, IN 46219  
 Phone: (317) 377-6040  
 Fax: (317) 377-6050

# INVOICE

To : WEST LAFAYETTE PUBLIC LIBRARY  
 208 WEST COLUMBIA STREET  
 WEST LAFAYETTE, IN 47906

Invoice #: 114538  
 Date: 07/26/23  
 Application #: 5

Invoice Due Date: 07/26/23  
 Payment Terms: Due Upon Receipt

Contract : 01723.1000 West Lafayette Public Library – Parking Garage Mainter

208 WEST COLUMBIA STREET  
 WEST LAFAYETTE, INDIANA 47906

*DUE UPON RECEIPT*

Contract Item	Contract Amount	Previous Amount	Current Amount	Balance To Finish	Total Retainer
010 General Conditions Indy	10,400.00	6,240.00	3,120.00	1,040.00	936.00
020 Alternate Tremco Material Traffic Coating Remove And Replace	129,000.00	51,950.00	0.00	77,050.00	5,195.00
030 Top Deck Striping	2,525.00	0.00	0.00	2,525.00	0.00
040 Top Wall Coatings	7,300.00	0.00	2,920.00	4,380.00	292.00
050 Deck Joint Sealant	5,950.00	2,975.00	2,975.00	0.00	595.00
052 Traffic Membrane Joint Sealant	6,790.00	3,395.00	3,395.00	0.00	679.00
060 Perimeter Cove Joint Sealant	9,447.00	4,728.00	4,719.00	0.00	944.70
070 Concrete Column Base Sealants	1,500.00	0.00	1,500.00	0.00	150.00
080 Surface Repairs Up to 2 inches	81,000.00	24,300.00	0.00	56,700.00	2,430.00
100 Stairs Restoration Grind and paint	10,240.00	0.00	0.00	10,240.00	0.00
110 Stairwell Annual Cleaning and Decontamination	5,000.00	0.00	0.00	5,000.00	0.00
120 Surface Repairs Up to 2 inches	-56,700.00	0.00	0.00	-56,700.00	0.00
130 Extra Deck Coating Removal	20,000.00	0.00	20,000.00	0.00	2,000.00
140 Extra Control Joint Sealant	17,388.00	0.00	17,388.00	0.00	1,738.80
150 Replace 12 Stair Pans	22,740.00	0.00	0.00	22,740.00	0.00
<b>Totals:</b>	<b>272,580.00</b>	<b>93,588.00</b>	<b>56,017.00</b>	<b>122,975.00</b>	<b>14,960.50</b>

Subtotal this Invoice 56,017.00  
 Less Retainer this Invoice (5,601.70)  
 Sales Tax 0.00  
 Total Due this Invoice 50,415.30

AFFIDAVIT AND WAIVER OF LIEN

Final  Partial  Payment to Follow

State of Indiana, County of Marion, SS:

Mark Antoskiewicz being duly sworn states that he is the Branch Manager of Western Waterproofing Co., Inc. dba Western Specialty Contractors having contracted with West Lafayette Public Library to furnish certain materials and/or labor as follows: Repair Work for a project known as West Lafayette Public Library – Parking Garage Maintenance located in West Lafayette, Indiana and does hereby further state on behalf of the aforementioned contractor:

(PARTIAL WAIVER) that there is due from the Owner the sum of

Fifty Thousand Four Hundred Fifteen and 30/100 Dollars (\$50,415.30)

- receipt of which is hereby acknowledged; or
- The payment of which has been promised as the sole consideration of this Affidavit and Partial Waiver of Lien which is given solely with respect to said amount, and which waiver shall be effective only upon receipt of payment thereof by the undersigned:

(FINAL WAIVER) that the final balance due from the Owner is the sum of

\_\_\_\_\_ Dollars (\$ 0.00)

- receipt of which is hereby acknowledged; or
- the payment of which has been promised as the sole consideration for this Affidavit and Final Waiver of Lien which shall become effective upon receipt of such payment.

THEREFORE, the undersigned waives and releases unto the Owner of said premises, any and all lien or claim whatsoever on the above-described property and improvements thereon on account of LABOR or material or both, furnished by the undersigned thereto, subject to limitations or conditions expressed herein, if any; and further certifies that no other party has any claim or right to a lien on account of any work performed or material furnished to the undersigned for said project, and within the scope of this affidavit and waiver.

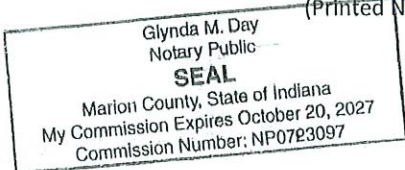
Western Waterproofing Co., Inc. dba Western Specialty Contractors  
(Firm)

By [Signature] Branch Manager  
(Authorized Representative) (Title)

WITNESS MY HAND AND NOTARY SEAL, this 26th day of July 2023

My Commission Expires: October 20th, 2027  
Residing in Marion County  
Comm# NP0723097

[Signature]  
(Notary Public)  
(Printed Name) Glynda M. Day





August 9, 2023

West Lafayette Public Library  
208 Columbia St.  
West Lafayette, IN 47906  
Attn: Mr. Scott Tracey, Interim  
Deputy Director

Re: West Lafayette Public Library – Parking Garage Lighting  
Huston Electric Invoice W57026  
Date: July 31, 2023

Dear Mr. Tracy

We have received Huston Electric’s Invoice W57026 in the amount of (\$63,050.00) for work completed for progress billing of the Garage Lighting Contract. Veridus has visited the site in the Contractor’s progression of the work through this date. Having found the level of completion in accordance with the progress billing submitted, are providing our recommendation of payment of the invoice in the amount of **\$63,050.00**, which is the gross invoice less 0% Retainage per the contract agreement.

INV #	% Complete this Invoice	% Complete to Date	Total Invoice
W57026	100%	100%	\$63,050.00

**Recommendations:**

1. We recommend approval / payment of Pay Application #2 for work completed in the amount of **\$63,050.00** which is the net amount due after zero retainage.
2. Partial Waiver of Lien is attached.

If there is additional information you need or if you have any questions or comments, please let me know. For your review and approval, the Pay Application has been attached with this recommendation.

Sincerely,

Scott G. Senefeld  
Veridus Group  
C: 317-695-2394



HUSTON ELECTRIC, INC. P.O. Box 904 KOKOMO, IN 46903 PHONE: (765) 457-9137

# INVOICE

Invoice # W57026	WO # 2302417LA	PO #	Terms: Due Upon Receipt	Invoice Date: Jul 31/23
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**BILL TO:**

Veridus Group  
6280 N. Shadeland Ave.  
Suite S  
Indianapolis, IN

**JOB ADDRESS:**

West Lafayette Library  
208 W Columbia Street  
West Lafayette, IN 47906

**Work Performed:**

West Lafayette Library Parking Garage LED Lighting Retrofit.

Description	Quantity	Unit Price	Extended Price
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Last Day Worked: Jul 21/23

SUBTOTAL: \$	63,050.00
TAX: \$	
DEPOSIT: \$	0.00
<b>TOTAL: \$</b>	<b>63,050.00</b>

NOTE TO CUSTOMER: IF YOU ARE A TAX-EXEMPT ENTITY IN INDIANA WITH A CURRENT AND VALID INDIANA FORM ST-105, YOU MAY PAY THE PRE-TAX AMOUNT OF THIS INVOICE; HOWEVER, HUSTON ELECTRIC REQUIRES YOU TO PROVIDE A COPY OF YOUR FORM ST-105 WITH YOUR PAYMENT.

IT IS AGREED THAT THE SELLER WILL RETAIN TITLE TO ANY EQUIPMENT OR MATERIAL FURNISHED UNTIL FINAL AND COMPLETE PAYMENT IS MADE, AND IF SETTLEMENT IS NOT AGREED, THE SELLER WILL BE HELD HARMLESS FOR ANY DAMAGES RESULTING FROM THE REMOVAL THEREOF. NET DUE ON RECEIPT IF NOT PAID AT THE TIME OF COMPLETION. HUSTON ELECTRIC, INC. RESERVES THE RIGHT TO TAKE ALL COLLECTION OR LEGAL ACTION ON PAST DUE ACCOUNTS THAT THE CLIENT(S) SHALL STILL BE RESPONSIBLE FOR ANY ATTORNEY FEES, COLLECTIONS AGENCY FEES, COSTS OF COLLECTIONS, COURT COSTS AND OTHER EXPENSES OR FEES. ACCOUNTS 60 DAYS PAST DUE FROM LAST DAY WORKED ARE SUBJECT TO MECHANIC'S LIEN.

\*\*\*SERVICE CHARGE OF 1.75% ON ACCOUNTS PAST DUE 30 DAYS\*\*

Visa, Mastercard and American Express Accepted for Payments up to \$5,000  
Call (765) 457-9137 or Email: [ar@hustonelectric.com](mailto:ar@hustonelectric.com) for Credit Card Payments