Tippecanoe County Board of Commissioners

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

AGENDA

Due to the public health emergency, public comment on agenda items may be submitted prior to the meeting at plbennett@tippecanoe.in.gov. Comments must include Name and Address to be heard. Members of the public may watch the live stream of the meeting at https://www.facebook.com/TippecanoeCountyIndiana/ and https://www.youtube.com/channel/UCJIeeA9ZQo9EllGdZTdjurQ/featured

I. PLEDGE OF ALLEGIANCE

II. APPROVAL OF MINUTES

Monday, June 15, 2020

Documents:

AGENDA07062020MINUTESFROM06152020.PDF

III. PRESENTATION OF ACCOUNTS PAYABLE VOUCHERS- PAULA BENNETT

IV. PRESENTATION OF PAYROLL- PAULA BENNETT

V. AREA PLAN COMMISSION- SALLIE FAHEY

Z-2783 Carr Family Farm, LLC (A to I3), **Ordinance 2020-07-CM**: Petitioner is requesting rezoning of three tracts totaling 97.806 acres east of I-65, south of Haggerty Lane and west of the T-intersection of CR 650 E with Haggerty Lane, adjacent to the north of the Dayton Town limits, specifically 6445 E 200 S, Sheffield 5 (NW) 22-3. With Commitment.

Documents:

AGENDA07062020APCREZONECARRFAMILYFARM.PDF

VI. PRESENTATION OF 2021 SALARY STATEMENTS- BOB PLANTENGA

VII. HIGHWAY- STEWART KLINE

Utility Agreement- Indiana American Water- 500 North Road Project- Water Main Relocation

Supplemental Agreement #3- Professional Services- Crossroad Engineers PC- Reconstruction of Yeager Road Project

Unofficial Local Detour Agreement- Indiana Department of Transportation & Tippecanoe County- Detour for SR 25

Street Acceptance- Stones Crossing Subdivision, Section Four, Phase Four- Scoria Court 648.61'; Amethyst Place 699.42'; Amethyst Dr 108.39'; Dentelle St 1,172.51'; Spinel St 102.54'; Ensley Street 99.31'; Druze Avenue 94.12'

3 Year Sub-Division Street Maintenance Bond- Midwest Paving LLC for Stones Crossing Subdivision, Section Four, Phase Four in the amount of $39,849.80

Irrevocable Standby Letter of Credit for $5,000- A & M Pizza Real Estates LLC- Dominos Commercial Dr Entrance & Storm Sewer tie-in within the right-of-way

Documents:

AGENDA07062020HIGHWAYUTILITYAGREEMENTAMERICANWATER.PDF
AGENDA07062020HIGHWAYSUPPLEMENTALAGREEMENT3CROSSROADENGINEERS.PDF
AGENDA07062020HIGHWAYULDINITIALLETTEROFUNDERSTANDING.PDF
AGENDA07062020HIGHWAYSR25UNOFFICIALDETOUR.PDF
AGENDA07062020HIGHWAYSTREETACCEPTANCE.PDF
AGENDA07062020HIGHWAYBONDMIDWESTPAVING.PDF
AGENDA07062020HIGHWAYIRREVOCABLESTANDBYLETTEROFCREDIT.PDF

VIII. HUMAN RESOURCES- SHIRLEY MENNEN

New Positions for 2021
Consulting Services Agreement

IX. PROSECUTOR- PAT HARRINGTON

Victims of Crime Act Formula Grant (VOCA)
Adult Protective Services Grant (APS)

Documents:

AGENDA07062020PROSECUTORVOCAGRANTAWARD.PDF
AGENDA07062020PROSECUTORAPSGRANTAWARD.PDF

X. GRANTS- SHARON HUTCHISON

Documents:

AGENDA07062020GRANTS.PDF

XI. CHANGE ORDERS FOR FAIRGROUNDS PROJECT

Documents:

AGENDA07062020CHANGEORDERFAIRGROUNDSPROJECTMULHAUPTS.PDF
AGENDA07062020CHANGEORDERFAIRGROUNDSPROJECTBRAND.PDF
AGENDA07062020CHANGEORDERFAIRGROUNDSPROJECTBRENNECO.PDF

XII. PROFESSIONAL SERVICES AGREEMENT

With IceMiller for Fairgrounds Bond Review

Documents:

AGENDA07062020PROFSERVICESAGREEMENTICEMILLERFAIRGROUNDBONDREVIEW.PDF

XIII. RETAIL GAS SUPPLY AGREEMENT

EDF Energy Services LLC

XIV. APPLICATION TO VILLA

XV. UNFINISHED/NEW BUSINESS

XVI. REPORTS ON FILE

Area IV Rural Transportation Grant

.

Building Commission
Wabash River Heritage Corridor Commission
Weights & Measures

Documents:

AGENDA07062020REPORTSONFILEAREAIVRURALTRANSPORTATIONGRANT.PDF
AGENDA07062020REPORTSONFILEWABASHRIVERHERITAGECORRIDORCOMMISSION.PDF
AGENDA07062020REPORTSONFILEWEIGHTSMEASURES.XLSX
AGENDA07062020REPORTSONFILEBUILDINGCOMMISSION.PDF

XVII. PUBLIC COMMENT

Due to the public health emergency, public comment on agenda items may be submitted prior to the meeting at plbennett@tippecanoe.in.gov. Comments must include Name and Address to be heard. Members of the public may watch the live stream of the meeting at https://www.facebook.com/TippecanoeCountyIndiana/ and https://www.youtube.com/channel/UCJIeeA9ZQo9EllGdZTdjurQ/featured

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

Tippecanoe County Board of Commissioners

Meeting Minutes

Monday, June 15, 2020
10:00 am
Tippecanoe Room, Tippecanoe County Office Building
20 N 3rd Street, Lafayette, Indiana

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

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

II. APPROVAL OF MINUTES from Monday, June 1, 2020.

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

III. PRESENTATION OF ACCOUNTS PAYABLE – Paula Bennett

The claims from June 4, 2020, through June 15, 2020, were recommended for approval without exception.

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

IV. PRESENTATION OF PAYROLL – Paula Bennett

The payroll from June 12, 2020 was recommended for approval without exception.

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

V. HIGHWAY – Stewart Kline presented and recommended:

A. Awarding of Bid Bond for Bridge #133 Replacement Project to, Duncan Robertson Inc, in the amount of $727,490.20. Bid Bond was under the Engineer's estimates, and all forms are accurate and in order. The expected completion date of the project is November 2020.
   - Commissioner Murtaugh moved to approve the bid bond as presented, second by Commissioner Byers. Motion carried.

B. Railroad Agreement between KB and S Railroad and Tippecanoe County for the Lindberg Railroad Project in the amount of $374,598.17. Federal funding will cover 80% of the cost of this project.
   - Commissioner Byers moved to approve the agreement as presented, second by Commissioner Murtaugh. Motion carried.

C. Temporary Easement Grant with William E and Janis S Chapman for Parcel 5A and 5B for the 500 North Safety Project in the amount of $1,960.
   - Commissioner Murtaugh moved to approve the temporary easement as presented, second by Commissioner Byers. Motion carried.

D. Warranty Deed with William E and Janis S Chapman for Parcel 4 on the 500 North Safety Project in the amount of $29,530.
   - Commissioner Murtaugh moved to approve the deed as recommended, second by Commissioner Byers. Motion carried.

E. Warranty Deed with Jerry S and Rebecca S Bower for Parcel 3 on the Bridge #32 Replacement Project at Hagerty Lane in the amount of $120,000 total taking.
- Commissioner Byers moved to approve the deed as submitted, second by Commissioner Murtaugh. Motion carried.

VI. GRANTS – Sharon Hutchison presented and recommended:

Permission to Apply for Grants:

A. For Sheriff/Bomb Squad, from the Indiana Homeland Security Foundation grant for Personal Radiation Detector Devices, to be carried by certified bomb technicians.
- Commissioner Murtaugh moved to approve the agreement as presented, second by Commissioner Byers. Motion carried.

Permission to Accept Grants funds:

A. For the Circuit Court, for Veteran's Court funds, from Indiana Supreme Court in the amount of $5,500 to continue the program supporting our Veterans.
- Commissioner Byers moved to approve the agreement as presented, second by Commissioner Murtaugh. Motion carried.

VII. PUBLIC DEFENDER – Robert Little, attending virtually, presented and recommended:

A Professional Services Agreement with Norma Saenz, for interpreting services provided to the Public Defender's Office. Compensation under this agreement will be $45 per hour.
- Commissioner Murtaugh moved to approve the agreement as presented, second by Commissioner Byers. Motion carried.

VIII. COURTS – Judge Randy Williams presented and recommended:

Memorandum of Understanding between the Courts of Tippecanoe County and the Long Center Inc., for the use of their building, to conduct Jury selections while complying with social distancing guidelines. After the Jury is selected, they would return to the Courthouse for the trial. Jury trials are expected to resume the first full week of July.
- Commissioner Murtaugh moved to approve the contract addendum as presented, second by Commissioner Byers. Motion carried.

IX. RESOLUTION 2020-19-CM

Concerning Tax Abatement for Dormie, LLC.

Attorney Masson stated that this Resolution is for a Tax Abatement Application for Dormie LLC. The tract being considered for abatement is in a TIF district, and as a result, the Resolution has to come before the Commissioners for consideration.
Attorney Dan Teder, representing the petitioner, advises that the preliminary approval from Tippecanoe County Council for the Declaratory ERA designation and tax abatement and requesting the same approval from the Commissioners. The Resolution is for an 11-acre tract located on County Road 500 East, just south of County Road 400 South. The petitioner is requesting a tax abatement for a total capital investment of $6 million, with the construction of a 20,000 square foot facility expected soon after approval. The investment will allow the petitioner to retain 26 employees, at an average salary of $68,000, while adding 10 additional employees over the next 5-7 years. They request the abatement for 10 years and appreciate the Commissioner's support.
- Commissioner Byers moved to approve the appointments as presented by signing the resolution, second by Commissioner Murtaugh. Motion carried.

X. CHANGE ORDER FOR FAIRGROUNDS PROJECT with Brand Electric (#4) to deduct $1,250 for omitted key switches, and add $3,400 for electrical circuits, breakers, and equipment connections for the walk-in cooler. The total increase for this change order, considering the deduction and addition of cost, equals to $2,150.

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

XI. UNFINISHED/NEW BUSINESS-None

XII. REPORTS ON FILE

-Tippecanoe County Treasurer
-Tippecanoe County Building Commission
-Crystal Creek Boarding Kennel

XIII. PUBLIC COMMENT -None

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

BOARD OF COMMISSIONERS OF
THE COUNTY OF TIPPECANOE

_____
Tracy A. Brown, President

_____
Thomas P. Murtaugh, Vice-President

_____
David S. Byers, Member

ATTEST:

_____
Robert A Plantenga, Auditor 07/06/20

Minutes prepared by Jennifer Wafford, Recording Secretary

THE
Area Plan Commission
of TIPPECANOE COUNTY

20 NORTH 3RD STREET
LAFAYETTE, INDIANA 47901-1209

(765) 423-9242
(765) 423-9154 [FAX]

SALLIE DELL FAHEY
EXECUTIVE DIRECTOR

June 18, 2020
Ref. No.: 2020-138

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

CERTIFICATION

RE: **Z-2783 CARR FAMILY FARM, LLC (A to I3):**
Petitioner is requesting rezoning of three tracts totaling 97.806 acres east of I-65, south of Haggerty Lane and west of the T-intersection of CR 650 E with Haggerty Lane, adjacent to the north of the Dayton Town limits, specifically 6445 E 200 S, Sheffield 5 (NW) 22-3. With Commitment.

Dear Commissioners:

As Secretary to the Area Plan Commission of Tippecanoe County, I do hereby certify that at a public hearing held on June 17, 2020 the Area Plan Commission of Tippecanoe County voted 13 yes - 0 no to accept the proposed commitment and 10 yes – 3 no on the motion to rezone the subject real estate from A to I3. Therefore, the Area Plan Commission of Tippecanoe County recommends to the Tippecanoe County Commissioners that the proposed rezoning ordinance be APPROVED for the property described in the attachment.

Public Notice has been given that this petition will be heard before the Tippecanoe County Commissioners at its July 6, 2020 regular meeting. Petitioners or their representatives must appear to present their case.

If the County Commissioners approve the rezoning with commitment, APC staff will ensure that the approved commitment is recorded and an original recorded commitment sent to Tippecanoe County Commissioners.

Sincerely,

Sallie Dell Fahey
Executive Director

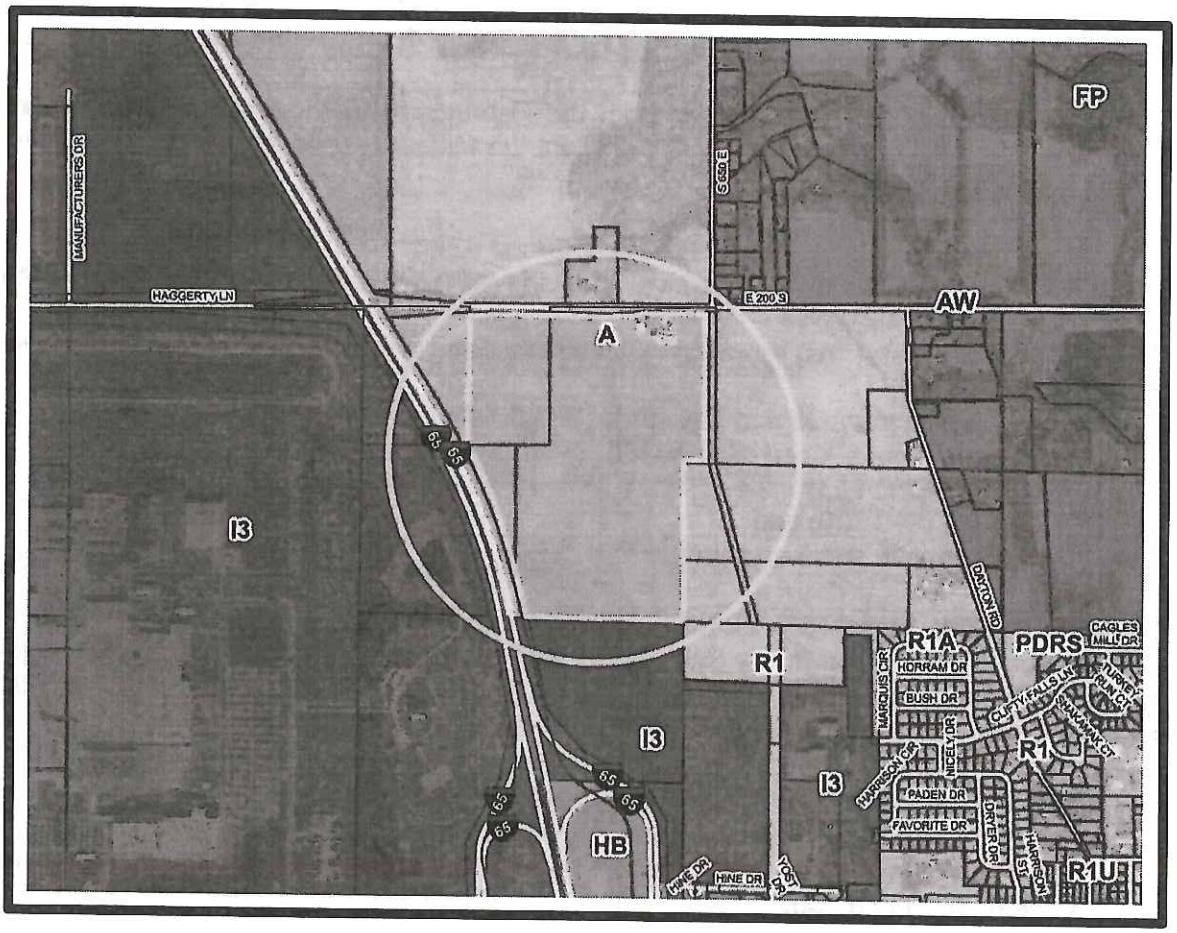
SDF/crl

Enclosures: Staff Report, Ordinances & Commitment

cc: Guthrie Carr
Kevin Riley, Reling Teder & Schrier, LLC

Z-2783
CARR FAMILY FARM, LLC
(A to I3)

REVISED STAFF REPORT
March 12, 2020



Z-2783
CARR FAMILY FARM, LLC
A to I3

Revised Staff Report
March 12, 2020

REQUEST MADE, PROPOSED USE, LOCATION:

Petitioner and property owner, Carr Family Farm, LLC, by member Guthrie P. Carr, represented by attorneys Daniel Teder and Kevin Riley, is requesting rezoning of three tracts totaling 97.806 acres east of I-65, south of Haggerty Lane and west of the T-intersection of CR 650 E with Haggerty Lane, adjacent to the north of the Dayton Town limits, specifically 6445 E 200 S, Sheffield 5 (NW) 22-3. Petitioner has no specific plans for the land in the rezone request, other than to make the land "shovel ready" for future industrial businesses.

Note: This request was continued from the February APC meeting to add a zoning commitment. This commitment would prevent the following uses from locating on site if this I3 rezone request is approved:

1. Confined feeding operations (SIC Major Group 02);
2. Ordnance & accessories, except vehicles and guided missiles (SIC Major Group 348);
3. Taxicabs (SIC 4121);
4. Trash transfer stations, recycling collection facilities and recycling processing facilities (SIC 4212);
5. Scrap & waste material and junkyards (SIC 5093);
6. Motor vehicle parts, used (SIC 5015);
7. Truck stops (SIC 554);
8. Cemeteries (SIC 726) and
9. Truck tire mobile sales and service (SIC 754).

ZONING HISTORY AND AREA ZONING PATTERNS:

Originally zoned R1, Single-family Residential, this site became zoned Agricultural in 1983 with the overall rezone of Sheffield Township. Land to the south of this site, located in the Town of Dayton, has been rezoned to I3 over the years as shown below.

- Z-2724: Carr Family Farm, A & HB to I3, approved July 2018
- Z-2723: McCoy Group, R1 & HB to I3, approved May 2018
- Z-2612 and three other rezone requests: MacAllister Machinery, all to I3, approved between 2015 and 2002.

Land adjacent to the east and north is also zoned Agricultural. AW, Agricultural Wooded zoning exists to the northeast; 15 acres of R1 zoning is in place to the southeast. Land west

of the interstate and adjacent to the south of the rezone site is zoned I3. A triangular-shaped tract of land located southeast of the Haggerty Lane bridge and adjacent to the east of the interstate is not part of this request and is owned by the state. The Lafayette corporate boundary runs along the I-65 western right-of-way line, crosses the interstate at Haggerty, then extends due north across the road from this site. Also, the Dayton town limits run along the southern line of this rezone request. The Town of Dayton is in the process of annexing all of the land in this request as well as properties to the east to Dayton Road.

AREA LAND USE PATTERNS:
These 97 acres are gently rolling farmland with an existing farmstead including a house and several agricultural-related structures near its northeast corner. Current surrounding land uses are all agricultural except for one residence to the north and a couple of houses farther to the east along Dayton Road. Farther to the southeast is MacAllister Machinery. South of the rezone site, on the west side of Yost Drive extended, a 26 acre site rezoned to I3 in 2018 will soon be home to a Daimler truck dealership; construction is due to begin this spring. West of I-65 and north of Haggerty is a Toyota commercial warehouse and the Lafayette Armory; the 608 acres south of Haggerty stretching to SR 38 is home to the Subaru automotive plant.

TRAFFIC AND TRANSPORTATION:
Haggerty Lane is classified as a rural secondary arterial by the adopted *Thoroughfare Plan*. Yost Drive, which will eventually connect SR 38 to the south with CR 650 E at Haggerty will be a collector and will provide about a quarter mile of frontage to the rezone site. The Town of Dayton is currently using federal funds to develop the necessary engineering on this road project. A small piece of right-of-way is still needed and will be obtained in fiscal year 2024 with the actual construction of the road occurring after that.

ENVIRONMENTAL AND UTILITY CONSIDERATIONS:
The site in question has water from the town, but currently not sewer. There is a water main located in the Yost Drive right-of-way to Haggerty. Sewer exists just to the south of the rezone site. An agreement between Dayton and Lafayette states that Dayton will serve this area south of Haggerty Lane with utilities. Before development can occur, the standard utility/service agreement with Dayton would have to be approved.

A type C bufferyard is a requirement between I3 and Agricultural zoned land and would be necessary along two sections of the rezone site's property line.

STAFF COMMENTS:
In 1996, the Town Board of Dayton as well as the County Commissioners adopted the *Second Amendment to the Adopted Land Use Plan for Dayton and Vicinity*. (The first amendment was done in 1987 when the announcement of the SIA plant was made.) This *Second Plan* was very specific regarding future land uses between the town proper and the interstate and SR 38 and Haggerty Lane to the north. The Plan calls for Office Research/Light Industrial on the site in question on the west side of Yost Drive, extended.

Currently the town is finalizing the "Dayton & Tippecanoe County Joint EDA-TIF district that includes this rezone site; this area is also in the process of being annexed by the town. Once this is completed, APC staff will begin work on a new Comprehensive Plan Amendment for this area to replace the amendment written almost 25 years ago.

Until the annexation is completed and the new plan amendment is finished, staff feels it is premature to rezone this land currently under the jurisdiction of the County Commissioners. However, if the hearing moves forward, staff can only recommend rezoning to the I1, Light Industrial district since that is what the adopted plan currently in place recommends. While the commitment added to this rezone request places some limits on uses that may locate here, it would still allow outside storage of materials. Based on the plan currently in place, staff still feels the I1 zone would best fulfill the plan's recommendation.

STAFF RECOMMENDATION:
Denial
If revised to I1, Light Industrial, staff recommends approval

Key Number 118-00500-0025
Key Number 118-00500-0014

COMMITMENT

Commitment made on February 20, 2020, by Carr Family Farm LLC (the "Petitioner") pursuant to Indiana Code Section 36-7-4-1015.

1. Petitioner makes this commitment as the owner (the "Owner") of certain real estate (the "Real Estate") located in Tippecanoe County, Indiana, commonly known as three (3) tracts totaling approximately 97 acres east of I-65, south of Haggerty Lane, and west of the T-intersection of CR 650 E with Haggerty Lane and more particularly described on Exhibit A which is attached hereto and incorporated by reference herein.

2. Petitioner has filed a request with the Area Plan Commission of Tippecanoe County, Indiana (the "APC"), to rezone the Real Estate from A to I3 which request is pending before the APC as case no. Z-2783.

3. Petitioner hereby agrees and makes the following commitment in connection with the rezoning request in case no. Z-2783:

The following uses shall not be permitted:

1. Confined feeding operations (SIC Major Group 02)
2. Ordnance & Accessories, Except Vehicles and Guided Missiles (SIC Major Group 348)
3. Taxicabs (SIC 4121)
4. Trash Transfer Stations, Recycling Collection Facilities and Recycling Processing Facilities (SIC 4212)
5. Scrap & Waste Material and Junkyards (SIC 5093)
6. Motor Vehicle Parts, Used (SIC 5015)
7. Truck Stops (SIC 554)
8. Cemeteries (SIC 726)
9. Truck Tire Mobile Sales and Service (SIC 754)

4. Petitioner understands and agrees that this commitment is given to the APC and the Tippecanoe County Commissioners (the "Legislative Body") as an inducement for the recommendation for and approval of the rezoning request in case no Z-2783. Petitioner further understands and agrees that the approval of the rezoning request in case no. Z-2783 by the Legislative Body constitutes good and valuable consideration for the giving of this commitment.

5. This commitment shall be a covenant running with the Real Estate and binding and enforceable against Petitioner, any subsequent owner, or any other person who acquires any interest in the Real Estate. Any change or modification of this commitment shall only be made with the approval of the APC at a public hearing in accordance with all rules and regulations of the APC.

6. Petitioner agrees that each of the following shall each be a "specially affected person" under Indiana Code Section 36-7-4-1015(d)(3) who shall each independently be entitled to bring an action to enforce the terms and conditions of this commitment in the Circuit or Superior Courts of Tippecanoe County, Indiana:

a. the APC,

b. the Area Board of Zoning Appeals of Tippecanoe County, Indiana,

c. the appropriate Administrative Officer designated in the Unified Zoning Ordinance for Tippecanoe County, Indiana,

d. Tippecanoe County Commissioners

CARR FAMILY FARMS, LLC

Guthrie P Carr

By: Guthrie P. Carr, Member

STATE OF INDIANA)
) SS:
COUNTY OF Tippecanoe)

Before me, the undersigned, a notary public, personally appeared Guthrie P Carr, and acknowledged the execution of the foregoing commitment on February 19, 2020.

Amy R. Walker
Tippecanoe County
My Commission # NP0716988
Expires September 21, 2026

Amy R Walker
, notary public

Resident of Tippecanoe County

My commission expires:

9-21-2026

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

This instrument prepared by: Daniel A. Teder of the law firm Reiling Teder & Schrier, LLC, 250 Main Street, Suite 601, P O Box 280, Lafayette IN 47902. Telephone: (765) 423-5333 Email: dat@rtslawfirm.com

Z-_____

ORDINANCE NO._____

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF TIPPECANOE COUNTY, INDIANA, TO REZONE CERTAIN REAL ESTATE FROM A TO I3

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TIPPECANOE COUNTY, INDIANA:

Section 1: The Unified Zoning Ordinance of Tippecanoe County, Indiana, being a separate ordinance and not part of a unified county code is hereby amended to rezone the following described real estate situated in Sheffield Township, Tippecanoe County, Indiana

SEE ATTACHED

Section 2: The above-described real estate should be and the same is hereby rezoned from **A TO I3.**

Section 3: This ordinance shall be in full force and effect from and after its adoption.

(Adopted And Passed) (Denied) by the Board Of Commissioners of Tippecanoe County, Indiana, this _____ day of _____, 2020.

VOTE:

_____ _____
David Byers, President

_____ _____
Tracy Brown, Vice President

_____ _____
Thomas Murtaugh, Member

ATTEST:

_____
Robert Plantenga, Auditor

EXHIBIT A

PARCEL I – RECORD LEGAL DESCRIPTION

(Per Instrument No. 200000028399)

A part of the northwest quarter of Section Five (5), Township Twenty-two (22) North, Range Three (3) West, in Sheffield Township, Tippecanoe County, Indiana, described as follows: Beginning at a point on the north line, 1441.2 feet east of the northwest comer of said Section 5, and running thence west along said north line 341.2 feet to the start of new right of way on County Road No. 200 South; thence south 25.0 feet; thence following new right of way line of said County Road No. 200 South, South 81"-11'-09" West 101.12 feet; thence South 87'-10'-19" West 225.22 feet; thence South 89°-43'-00" West 40.00 feet; thence South 85'-12'-45" West 530.94 feet to a point on the easterly right of way line of Interstate Highway No. 65' thence southeasterly along said right of way line South 31"-00'-00" East 763.26 feet; thence southeasterly 1903.41 feet along a curve to the right in said right of way, having a radius of 5859.58 feet and subtended by a long chord having a bearing of South 21"-41'-39" East and a length of 1895.05 feet, to a point where said right of way line crosses the east line of the property; thence North along said east line 1291.1 feet; thence east 155.6 feet; thence north 1226.7 feet to the beginning point, containing 31.20 acres, more or less.

EXCEPTING THEREFROM A part of the northwest quarter of Section 5, Township 22 North, Range 3 West, Tippecanoe County, Indiana, described as follows: Beginning at a point on the west line of the southeast quarter of said northwest quarter North 00"-41'-48" East 41.30 feet (distance taken from Deed Record 304, Page 664) from the southwest comer of said quarter quarter section, which point of beginning is on the eastern boundary of 1-65; (1) thence along the boundary of 1-65 northwesterly 1,903.41 feet along an arc to the left and having a radius of 5,859.58 feet and subtended by a long chord having a bearing North 21°-38'-09" West and a length of 1,895.05 feet; (2) thence North 30"-56'-30" West 763.26 feet along said boundary to the southern boundary of County Road 200 South; (3) thence North 85"-16'-15" East 530.94 feet along the boundary of said county road; (4) thence North 89°-46'-30" East 40.00 feet along said boundary; (5) thence North 87°-13 '-49" East 100.10 feet along said boundary; (6) thence south 00°-39'-01" West 1,093.26 feet; (7) thence southeasterly 1,264.98 feet along an arc to the right and having a radius of 5904.58 feet and subtended by a long chord having a bearing of South 20"-14'-13" East and a length of 1,262.56 feet to the west line of said quarter quarter section; (8) thence South 00"-41-48" West 187.15 feet along said west line to the point of beginning, and containing 10.258 acres, more or les.s The above-described land abuts the land described in Deed Record 317, Page 554, and any seeming bearing discrepancies result solely from the different bearing systems upon which they are based.

ALSO EXCEPTING THEREFROM A part of the north fractional half of the northwest quarter and the north fractional half of the northeast quarter of Section 5, Township 22 North, Range 3 West, Tippecanoe County, Indiana, described as follows; Commencing at the northwest comer of said section; thence North 89"-40'-12" East 224.24 feet along the north line of said section; thence North 89"-48'-03" East 873.77 feet along the north line of said section; thence South 00"-11'-53" East 25.00 feet to the point of beginning of this description;, which point is on the south boundary of County Road 200 South; thence North 89°-48'-07" East 341.01 feet along said south boundary to the east line of the owners' land; thence South 00'-14'-01" West 34.34 feet along said east line; thence North 89"-05'-21" West 224.20 feet; thence South 87"-17'-25" West 342.29 feet to the west line of the owners' land; thence North 00"-40'-38" East 24.45 feet along said west line to the south boundary of County Road 200 South; thence North 87"-15'-26" East 125.12 feet along said south boundary; thence North 81'-16'-16" East 101.12 feet along said south boundary to the point of beginning, and containing 0.392 acres, more or less.

PARCEL II – RECORD LEGAL DESCRIPTION

(Per Instrument No. 200000028398)

The southeast quarter of the northwest quarter of Section 5, Township 22 North, Range 3 West, containing forty (40) acres, more or less.

ALSO, The east half of an eighty-two (82) acre tract of land which is described as follows: The north fractional half of the northwest quarter of Section 5 in Township 22 North, Range 3 West, and also, a part of the north fractional half of the northeast quarter of Section 5 in said township and range, particularly described as follows, to-wit: Beginning at the northwest comer of said northeast quarter and running thence east 4.10 chains; thence south 19.10 chains; thence west 4.10 chains; thence north to die place of beginning, containing 41 acres, more or less.

EXCEPTING THEREFROM A part of the southeast quarter of the northwest quarter of Section 5, Township 22 North, Range 3 West, described as follows: Beginning at the southwest comer of said southeast quarter quarter section, said point of beginning also being the southwest comer of the owner's land; (1) thence northerly 41.30 feet along the west line of said quarter quarter section ; (2) thence southeasterly 42.41 feet along an arc to the right and having a radius of 5,859.58 feet and subtended by a long chord having a bearing of South 12"-10'-51" East and a length of 42.41 feet to the south line of said quarter quarter section; thence North 89°-01 '-21" West 9.41 feet along said south line to the place of beginning, and containing 0.004 acres, more or less.

ALSO EXCEPTING THEREFROM A part of the southeast quarter of the northwest quarter of Section 5, Township 22 North, Range 3 West, Tippecanoe County, Indiana, described as follows: Beginning at a point on the south line of said quarter section South 89°-01 '-20" East 9.42 feet from the southwest comer of said quarter quarter section, which point of beginning is the east boundary of 1-65; thence along the boundary of said 1-65 northwesterly 42.41 feet along an arc to the left and having a radius of 5,859.58 feet and subtended by a long chord having a bearing of North 12°-10'- 51" West and a length of 42.41 feet to the west line of said quarter quarter section; thence North 00"- 38'-18" East 187.15 feet along said west line; thence southeasterly 229.24 feet along an arc to the right and having a radius of 5,904.58 feet and subtended by a long chord having a bearing of South 13°-02'-44" East and a length of 229.22 feet; thence South 11°-56'-00" East 6.21 feet to the south line of the northwest quarter of said section; thence North 89°-01'-20" West 46.17 feet along said south line to thee point of beginning, and containing 0.145 acres more or less. (The above-described land abuts the 0.004 acre parcel described in Deed Record 307, Page 664.)

ALSO EXCEPTING THEREFROM A part of the north fractional half of the northwest quarter of Section 5, Township 22 North, Range 3 West, Tippecanoe County, Indiana, described as follows: Commencing at the northwest comer of said section; thence North 89°-40'-12" East 224.24 feet along the north line of said section; thence North 89°-48'-07" East 1,214.70 feet along the north line of said section; thence South 00°-ll'-53" East 25.00 feet to the point of beginning of this description, which point is the intersection of the west line of the owner's land with the south boundary of County Road 200 South; thence North 89 "-48'-07" East 1,469.92 feet along said south boundary to the east line of the owner's land; thence South 00°-14'-01" West 20.00 feet along said east line; thence South 89°-48'-07" West 4.17 feet; thence North 87°-01'-06" West 90.14 feet; thence South 89°-48'-07" West 490.00 feet; thence South 79°-29'-50M West 111.80 feet; thence South 87"-15'-26" West 225.22 feet; thence North 89°-05'-21" West 550.94 to the west line of the owner's land; thence North 00°-14'-01" East 34.34 feet along said west line to the point of beginning and containing 0.978 acres, more or less.

ALSO EXCEPTING THEREFROM Land being a part of the northeast quarter of Section 5, Township 22 North, Range 3 West of the Second Principal Meridian in Sheffield Township, Tippecanoe County, Indiana, more particularly described as follows: Commencing at the northwestern comer of said northeast quarter and the northwestern comer of a 41 acre parcel conveyed to W. Kelley Carr by Executors' Deed recorded December 14, 1972, in Deed Record 72, Page 3959 in the Office of the Recorder of said County; thence North 89°-33'-38" East along the northern line of said northeast quarter and along the northern line of said 41-acre Carr parcel 172.23 feet to the point of beginning of this description; thence continuing North 89°-33'-38" East along said northern line of said northeast quarter and along the northern line of said 41-acre Carr parcel 59.87 feet to the southwestern comer of the southeast quarter of Section 32, Township 23 North, Range 3 West of the Second Principal Meridian; thence continuing along the northern line of said northeast quarter of Section 5 and along the northern line of said 41-acre Carr parcel, North 89 -34'- 46" East 40.13 feet to the northeastern comer of said 41-acre Carr parcel and the most northwestern comer of a 108.53 acre parcel conveyed to Ronald E and Harriet S. Berry by Trustee's Deed recorded March 20, 1987, as Document

Number 87-04093 in the Office of the Recorder of said County; thence South 00°-00'-40" West 1,264.35 feet (1,264.32 feet record) along the eastern line of said Carr parcel and the western line of said Berry parcel to a 15-inch square concrete comer post; thence North 88°-48'-00" West along the southern line of said Carr parcel and the northern line of said Berry parcel 100.02 feet; thence North 00°-00'-40" East parallel with the eastern line of said Carr parcel 1,261.49 feet to the Point of Beginning of this description, containing 2.90 acres, more or less.

Key Number 118-00500-0025
Key Number 118-00500-0014

COMMITMENT

Commitment made on February 20, 2020, by Carr Family Farm LLC (the "Petitioner") pursuant to Indiana Code Section 36-7-4-1015.

1. Petitioner makes this commitment as the owner (the "Owner") of certain real estate (the "Real Estate") located in Tippecanoe County, Indiana, commonly known as three (3) tracts totaling approximately 97 acres east of I-65, south of Haggerty Lane, and west of the T-intersection of CR 650 E with Haggerty Lane and more particularly described on Exhibit A which is attached hereto and incorporated by reference herein.

2. Petitioner has filed a request with the Area Plan Commission of Tippecanoe County, Indiana (the "APC"), to rezone the Real Estate from A to I3 which request is pending before the APC as case no. Z-2783.

3. Petitioner hereby agrees and makes the following commitment in connection with the rezoning request in case no. Z-2783:

The following uses shall not be permitted:

1. Confined feeding operations (SIC Major Group 02)
2. Ordnance & Accessories, Except Vehicles and Guided Missiles (SIC Major Group 348)
3. Taxicabs (SIC 4121)
4. Trash Transfer Stations, Recycling Collection Facilities and Recycling Processing Facilities (SIC 4212)
5. Scrap & Waste Material and Junkyards (SIC 5093)
6. Motor Vehicle Parts, Used (SIC 5015)
7. Truck Stops (SIC 554)
8. Cemeteries (SIC 726)
9. Truck Tire Mobile Sales and Service (SIC 754)

4. Petitioner understands and agrees that this commitment is given to the APC and the Tippecanoe County Commissioners (the "Legislative Body") as an inducement for the recommendation for and approval of the rezoning request in case no Z-2783. Petitioner further understands and agrees that the approval of the rezoning request in case no. Z-2783 by the Legislative Body constitutes good and valuable consideration for the giving of this commitment.

5. This commitment shall be a covenant running with the Real Estate and binding and enforceable against Petitioner, any subsequent owner, or any other person who acquires any interest in the Real Estate. Any change or modification of this commitment shall only be made with the approval of the APC at a public hearing in accordance with all rules and regulations of the APC.

6. Petitioner agrees that each of the following shall each be a "specially affected person" under Indiana Code Section 36-7-4-1015(d)(3) who shall each independently be entitled to bring an action to enforce the terms and conditions of this commitment in the Circuit or Superior Courts of Tippecanoe County, Indiana:

a. the APC,

b. the Area Board of Zoning Appeals of Tippecanoe County, Indiana,

c. the appropriate Administrative Officer designated in the Unified Zoning Ordinance for Tippecanoe County, Indiana,

d. Tippecanoe County Commissioners

CARR FAMILY FARMS, LLC

Guthrie P Carr

By: Guthrie P. Carr, Member

STATE OF INDIANA)
) SS:
COUNTY OF Tippecanoe)

Before me, the undersigned, a notary public, personally appeared Guthrie P Carr, and acknowledged the execution of the foregoing commitment on February 19, 2020.

Amy R. Walker
Tippecanoe County
My Commission # NP0715988
Expires September 21, 2026

Amy R Walker
, notary public
Resident of Tippecanoe County

My commission expires:

9-21-2026

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

This instrument prepared by: Daniel A. Teder of the law firm Reiling Teder & Schrier, LLC, 250 Main Street, Suite 601, P O Box 280, Lafayette IN 47902. Telephone: (765) 423-5333 Email: dat@rtslawfirm.com

December 3, 2013
Standard Agreement
Work in Contract

INDIANA DEPARTMENT OF TRANSPORTATION
HIGHWAY UTILITY AGREEMENT

Agreement Amount: $266,300.00 Des No: 1401279

Agreement Type: Utility Work in Contract Project No: 1401279

Work Description: Water main relocation Road: County Road 500 N

County: Tippecanoe

THIS AGREEMENT, made and entered into the _____ day of _____, 20____, by and between

Indiana-American Water Company, Inc.

153 N. Emerson Avenue

Greenwood, IN 46143

(hereinafter referred to as the Utility), and the Tippecanoe County, Indiana, by and through its Board of Commissioners, (hereinafter referred to as COUNTY).

WITNESSETH:

WHEREAS, COUNTY desires to improve and maintain the condition of the above referenced roadway as referenced by the Des No. and Project No. given above (hereinafter referred to as the "project"); and

WHEREAS, due to the said highway construction certain adjustments, removals, alterations, and/or relocations of the existing facilities of the Utility will have to be made as shown on the plan marked Exhibit "A" attached hereto and incorporated by reference;

WHEREAS, INDOT will recommend approval of this project, if applicable, to the Federal Highway Administration for construction with funds apportioned to INDOT under Title 23, United States Code and Acts amendatory thereof and supplementary thereto;

WHEREAS, it is necessary for the parties hereto to comply with the applicable terms and provisions of the Federal-Aid Policy Guide (hereinafter called the Policy Guide and available at http://www.fhwa.dot.gov/legsregs/directives/cfr23toc.htm on the FHWA website) and 23 CFR 645 Subpart A, which is hereby incorporated by reference, in order to receive reimbursement;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL AGREEMENTS AND COVENANTS HEREIN CONTAINED (THE ADEQUACY OF WHICH CONSIDERATIONS AS TO EACH OF THE PARTIES TO THIS AGREEMENT IS HEREBY MUTUALLY ACKNOWLEDGED), AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED AND INTENDING TO BE LEGALLY BOUND, THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

SECTION 1 – PREPARATION OF RELOCATION PLANS FOR COUNTY'S CONSTRUCTION
CONTRACT

The Utility shall prepare, or cause to be prepared, all plans, specifications and a preliminary itemized cost estimate, for relocation of the Utility's facilities that need to be relocated in order to construct COUNTY's project. COUNTY's construction contract will require the contractor, which is awarded the contract, to list the Utility as an additional named insured. In addition, COUNTY's construction contract will provide that the Utility is a third-party beneficiary with respect to the relocation work. No changes to the plans or specifications for relocation of the Utility's facilities shall be made without the written approval of the Utility. COUNTY will prepare the final engineer's estimate for the construction contract.

SECTION 2 – AWARDING OF CONSTRUCTION CONTRACT

UTILITY will advertise for bids which include the plans and specifications for relocation of the Utility's facilities and INDOT's plans and specifications for COUNTY's project. Upon receipt of an acceptable bid UTILITY will award a contract for construction of the work. The Utility will have their approved contractor relocate the UTILITY's facilities per the approved per Work Plan conditions.

SECTION 3 – CONSTRUCTION TESTING AND INSPECTION

UTILITY will provide construction inspection and testing services to monitor the contractor's relocation of the Utility's facilities. The Utility will inspect, at its own cost, the relocation of the Utility's facilities. The Utility shall timely advise INDOT, in writing, of any conflicts or delays that are observed. Prior to INDOT's final acceptance of the construction contract, the Utility shall make an inspection of the Utility's relocation work and advise INDOT in writing of the Utility's acceptance thereof. Such acceptance shall not be unreasonably withheld.

SECTION 4 – SUBORDINATION OF RIGHTS

The existing facilities (are) (are not) located on public right-of-way. If such facilities are located on property, other than public right-of-way, and the Utility either has an easement thereon or a continuing right to maintain the facilities in that location, the Utility, for and in consideration of this agreement, shall subordinate the Utility's rights herein to those of COUNTY in the highway right-of-way by executing an individual subordination agreement.

SECTION 5 – REIMBURSEMENT

(a) 100% of the cost to design and prepare construction plans, specifications and preliminary itemized cost estimate for relocation of the Utility's facilities shall be borne by COUNTY.

(b) 100% of the cost to provide testing and inspection services for relocation of the Utility's facilities shall be borne by COUNTY.

(c) COUNTY shall bear 100 % of the cost of relocating the Utility's facilities. (See exhibit "B")

The cost of relocation of the Utility's facilities (provided for in (c)) shall equal the amount paid by INDOT to the contractor (based upon the actual units of work performed at the unit prices set out in the contractor's itemized proposal or extra work agreement), selected in accordance with the procedure in Section 2.

The estimated cost of relocation is $ 266,300.00 (See Exhibit "B" for an itemized estimate of all anticipated costs, including but not limited to, materials, labor, and equipment costs.). The Utility has appropriated, duly made and entered of record, the sum of $ 266,300.00 to apply to the cost of

the project. A copy of the Utility's official record wherein such appropriation was made is attached as Exhibit "C". If the amount to be contributed by the utility is zero then no Exhibit "C" is attached.

SECTION 6 – COMPLETION OF PROJECT

Upon final acceptance of the contractor's work (the construction contract) by INDOT, the Utility shall be responsible for maintenance, repair, and/or reconstruction of the Utility's facilities.

SECTION 7 – WAIVER

In consideration for COUNTY's participation in this contract, the Utility waives any claim, demand, or expectation it may have in the future against COUNTY based upon any negligent omission and/or commission by COUNTY's contractor performing the relocation of the Utility's facilities.

SECTION 8 – PAYMENTS

Within forty-five (45) days after the contract is awarded, the Utility shall pay COUNTY a sum equal to one hundred percent (100%) of the Utility's share of the bid price for construction as stated above in Section 5. If an Advice of Change Order (AC) is approved which increases the Utility's share of the project cost, the Utility shall pay COUNTY within thirty (30) days a sum equal to one hundred percent (100%) of such increased cost. If the Utility's share is less than the amount the utility has contributed, then COUNTY will refund the difference within thirty (30) days.

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Utility in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this agreement except as permitted by IC 4-13-2-20

SECTION 9 – BINDING UPON SUCCESSORS OR ASSIGNS

This Agreement shall be binding upon the parties and their successors and assigns.

SECTION 10 – GENERAL LIABILITY PROVISIONS

The Utility for itself, its employees, agents and representatives, shall indemnify, protect and save harmless the COUNTY of Tippecanoe, Indiana from and against any and all legal liabilities and other expenses, claims, cost, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property (hereafter "Claim"), arising out of intentional tortious acts or whether due in whole or in part to the negligent acts or omissions of the Utility, its employees or agents or contractors, in relation to or in connection with any work performed or to be performed pursuant to this agreement, provided however, that where the State has been found liable by a court, tribunal or governing body entitled to make such a determination for intentional tortious acts and/or negligence with respect to the occurrence or occurrences giving rise to the Claim, the Utility shall have no duty to indemnify, protect, or save harmless either the COUNTY of Tippecanoe or the State.

SECTION 11 – INCORPORATION OF THE UTILITY POLICY GUIDE

The Policy Guide forms an essential part of this Agreement, and the terms or provisions of this Agreement in no way abrogate or supersede the terms or provisions set forth in said Policy Guide.

SECTION 12 – PENALTIES/INTEREST/ATTORNEY'S FEES

COUNTY will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, and/or attorney's fees, except as required by Indiana law.

SECTION 13 – COMPLIANCE WITH LAWS; APPLICABLE LAW

The UTILITY agrees to comply with all federal, state and local laws, rules, regulations, or ordinances that are applicable at the time the UTILITY's services pursuant to this agreement are rendered, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any Indiana or federal statute or the promulgation of regulations there under after execution of this agreement shall be reviewed by the COUNTY and the UTILITY to determine whether the provisions of this agreement require formal amendment.

This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

SECTION 14 – COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT
As required by IC 5-22-3-7:

(1) the UTILITY and any principals of the UTILITY certify that
   (A) the UTILITY, except for de minimis and nonsystematic violations, has not violated the terms of
      (i) IC 24-4.7 [Telephone Solicitation Of Consumers],
      (ii) IC 24-5-12 [Telephone Solicitations] , or
      (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
   (B) the UTILITY will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The UTILITY and any principals of the UTILITY certify that an affiliate or principal of the UTILITY and any agent acting on behalf of the UTILITY or on behalf of an affiliate or principal of the UTILITY:
   (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
   (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

SECTION 15 – CONFLICT OF INTEREST

A. As used in this section:
   "Immediate family" means the spouse and the unemancipated children of an individual.
   "Interested party," means:
      1. The individual executing this Agreement;
      2. An individual who has an interest of three percent (3%) or more of the Utility, if the Utility is not an individual; or
      3. Any member of the immediate family of an individual specified under subdivision 1 or 2.
   "Commission" means the State Ethics Commission.

B. COUNTY may cancel this Agreement without recourse by the Utility if any interested party is an employee of the COUNTY of Tippecanoe, IN.

C. COUNTY will not exercise its right of cancellation under section B, above, if the Utility gives COUNTY an opinion by the Commission indicating that the existence of this Agreement and the employment by the COUNTY of Tippecanoe, Indiana of the interested party does not violate any statute or code relating to ethical conduct of COUNTY employees. COUNTY may take action, including cancellation of this Agreement, consistent with an opinion of the Commission obtained under this section.

D. The UTILITY has an affirmative obligation under this Agreement to disclose to COUNTY when an interested party is or becomes an employee of the COUNTY of Tippecanoe, Indiana. The obligation under this section extends only to those facts that the Utility knows or reasonably could know.

SECTION 16 – DRUG-FREE WORKPLACE CERTIFICATION

The UTILITY hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Utility will give written notice to COUNTY and the Indiana Department of Administration within ten (10) days after receiving actual notice that the Utility or an employee of the UTILITY has been convicted of a criminal drug violation occurring in the UTILITY's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of agreement payments, termination of this Agreement and/or debarment of agreement opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total agreement amount set forth in this Agreement is in excess of $25,000.00, the UTILITY hereby further agrees that this agreement is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts and grants from the State of Indiana in excess of $25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds $25,000.00, shall be valid, unless and until this certification has been fully executed by the Utility and made a part of the contract or agreement as part of the contract documents.

The Utility certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Utility's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform it's employees of (1) the dangers of drug abuse in the workplace; (2) the Utility's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Utility of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying in writing COUNTY within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

SECTION 17 – FUNDING CANCELLATION CLAUSE

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of an agreement, the agreement shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

SECTION 18 – NON-DISCRIMINATION

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

B. The UTILITY understands that COUNTY is a recipient of federal funds. Pursuant to that understanding, the UTILITY and its Contractor and subcontractors, if any, agree that if the UTILITY employs fifty (50) or more employees and does at least $50,000.00 worth of business with COUNTY and is not exempt, the UTILITY will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The UTILITY shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of this agreement.

SECTION 19 – DEBARMENT AND SUSPENSION

The UTILITY certifies, by entering into this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement by any federal agency or department agency or political subdivision of the State of Indiana. The term "principal" for the purposes of this agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the UTILITY.

SECTION 20 – CERTIFICATION FOR FEDERAL-AID CONTRACTS LOBBYING ACTIVITIES

The UTILITY certifies, by signing and submitting this Contract, to the best of its knowledge and belief, that the UTILITY has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The UTILITY also agrees by signing this agreement that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000, and that all such subrecipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

SECTION 21 – APPROVAL OF ATTORNEY-GENERAL

This Agreement shall not be effective unless and until it is approved by the Attorney General of Indiana or an authorized representative, as to form and legality.

SECTION 22 – ETHICS

The Utility and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated hereunder, and Executive Order 05-12, dated January 12, 2005. If the Utility is not familiar with these ethical requirements, the Utility should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<http://www.in.gov/ethics/>>>. If the Utility or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the Utility. In addition, the Utility may be subject to penalties under Indiana Code § 4-2-6-12.

SECTION 23 – NON-COLLUSION

The undersigned attests, subject to the penalties for perjury, that he/she is the Utility, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the Utility, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of this Agreement.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS HEREOF, the parties hereto separately and severally have caused this instrument to be executed in their respective names by and through their duly authorized officers.

THE UTILITY:

Indiana-American Water Company, Inc.

Stacy Hoffman, P.E., Signature

Stacy Hoffman , P.E., Printed

Director of Engineering

A C K N O W L E D G E M E N T

State of _____ County of _____ SS:

Before me, the undersigned Notary Public in and for said County and State, personally appeared

_____
(Names and offices of signers of Utility)

_____
(Name of Utility)

and acknowledged the execution of the foregoing contract on this _____ day of _____, 20 _____.

Witness my hand and seal the said last day.

My Commission Expires: ____ day of _____, 20_____ _____
(Signature)

(Seal)

_____
(Notary Public, Printed or typed)

The County of Tippecanoe

By:

_____

_____

_____

A C K N O W L E D G E M E N T

State _____ of _____ _____ County _____ of _____ SS:

Before me, the undersigned Auditor for said COUNTY, personally appeared

and acknowledged the execution of the foregoing contract on this _____ day of_____, 20_____.

Witness my hand and seal the said last day.

My Commission Expires: ____ day of _____, 20_____

_____
(Auditor Signature)

(Seal)

_____
(Auditor name typed)

Approved:

_____

Date: _____

APPROVED AS TO LEGALITY AND FORM:

_____ _____
Date Approved

SUPPLEMENTAL AGREEMENT NO. 3

This supplemental agreement is made and entered into July 6, 2020, by and between the COUNTY OF TIPPECANOE, INDIANA, acting by and through its proper officials (hereinafter referred to as "OWNER") and CROSSROAD ENGINEERS, PC (hereinafter referred to as the "CONSULTANT").

WITNESSETH

WHEREAS, OWNER and the CONSULTANT did, on June 6, 2016, enter into a contract to provide certain professional services with respect to the **Reconstruction of Yeager Road – 1,330' South of the West Lafayette City Limits to CR 500 N, Des. No. 1401281** ("Project").

WHEREAS, OWNER and the CONSULTANT did, on April 16, 2018, amend said contract to provide additional professional services for hydraulics to replace the existing triple pipe culverts, design of inline pipe detention and water quality, and services to obtain a Memorandum of Agreement (MOA) for the Section 106 process.

WHEREAS, OWNER and the CONSULTANT did, on February 19, 2019, amend said contract provide additional right of way engineering services necessary to allow the parcels of right of way to be procured that are required to construct the Project. These services will be provided as described in the Supplemental Fee Request dated May 3, 2019.

WHEREAS, OWNER desires the CONSULTANT to provide additional professional services necessary to revise the previously designed alignment of Yeager Road. These services will be provided as described in the Supplemental Fee Request dated June 18, 2020.

WHEREAS, in order to provide for completion of the work, it is necessary to amend and supplement the contract.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. Appendix "D" is amended as attached EXHIBIT "A".
2. Except as herein modified, changed and supplemented, all terms of the original contract dated June 6, 2016 shall continue in full force and effect.

Non Collusion - The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CROSSROAD ENGINEERS, PC
(CONSULTANT)

Trent E. Newport, President

COUNTY OF TIPPECANOE, INDIANA
(LPA)

Tracy A. Brown, President

Thomas P. Murtaugh, Vice-President

David S. Byers, Member

Attest:

Mark A. Beck, Vice-President

Attest:

Bob Plantenga, Auditor

APPENDIX "D"

COMPENSATION

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Agreement the total amount not to exceed **$** 693,350.00 (Section **A. 2.** - $626,030.00, and Section **A. 3.** - $67,320.00) unless a supplemental is executed by the parties that increases the maximum amount payable.

2. The CONSULTANT shall be paid for the following work performed under this Agreement on a lump sum basis in accordance with the following:

~~a.~~	~~Supplemental Field Survey$ 18,000.00~~	
~~b.~~	~~Environmental Document Preparation – CE Level 4~~	~~$ 51,300.00~~
~~c.~~	~~Hydraulic Analysis and Report~~	~~$ 14,900.00~~
~~d.~~	~~Road Design and Plan Preparation~~	~~$ 244,200.00~~
~~e.~~	~~Geotechnical Evaluation $ 4,220.00~~	
~~f.~~	~~Utility Coordination (During Design Phase)~~	~~$ 17,200.00~~
a.	Supplemental Field Survey$ 57,000.00	
b.	Environmental Document Preparation – CE Level 4	$ 101,800.00
c.	Hydraulic Analysis and Report	$ 20,900.00
d.	Road Design and Plan Preparation	$ 322,000.00
e.	Geotechnical Evaluation $ 16,630.00	
f.	Utility Coordination (During Design Phase)	$ 21,000.00
g.	Public Hearing / Public Information Meeting	$ 8,200.00
h.	Regulatory Submittals	$ 23,800.00
i.	Hydraulic Design for triple culvert replacement	$ 9,300.00
j.	Design of inline pipe detention and water quality	$ 38,000.00
k.	Services to obtain a MOA for Section 106	$ 7,400.00
	~~**Total Section A. 2.**~~	~~**$ 436,520.00**~~
	Total Section A. 2.	**$ 626,030.00**

3. The CONSULTANT shall be paid for the following work tasks performed under this Agreement on a unit price basis as estimated below and in accordance with the following:

a.	Preliminary T & E Reports (15 @ $500 each)	$ 7,500.00
~~b.~~	~~Right of Way Engineering (8 @ $1,300 each)~~	~~$ 10,400.00~~
b.	Right of Way Engineering (14 @ $1,300 each)	$ 18,200.00
~~c.~~	~~Additional Right of Way Engineering (5 @ $1,000 each)~~	~~$ 5,000.00~~
c.	Additional Right of Way Engineering (7 @ $1,000 each)	$ 7,000.00
d.	Right of Way Plats (18 @ $500 each)	$ 9,000.00
e.	Additional Plat Pages (10 @ $300 each)	$ 3,000.00
f.	Right of Way Legal Descriptions – Perm. (26 @ $500 each)	$ 13,000.00
g.	Right of Way Legal Descriptions – Temp. (15 @ $500 each)	$ 7,500.00
h.	Appraisal Problem Analysis (8 @ $265 each)	$ 2,120.00
	~~**Total Section A. 3.**~~	~~**$ 57,520.00**~~
	Total Section A. 3.	**$ 67,320.00**

The CONSULTANT shall not be paid for any services performed by LPA or INDOT, or not required to develop this project.

B. Method of Payment

1. The CONSULTANT may submit a maximum of one invoice per calendar month for work covered under this Contract. The invoices shall be submitted to:

Tippecanoe County Highway Department
20 North 3rd Street
Lafayette, Indiana 47901

The invoices shall represent the value to the LPA of the partially completed work as of the date of the invoice. The CONSULTANT shall attach thereto a summary of each pay item in Section A of this Appendix "D", including percentage complete and prior payments.

2. The LPA, for and in consideration of the rendering of the engineering services provided for in **Section A. 2.** of this Appendix "D", agrees to pay to the CONSULTANT for rendering such services the fees established above in the following manner:

a. For each pay item, and upon receipt of invoices from the CONSULTANT and the approval thereof by the LPA, payments covering the work performed shall be due and payable to the CONSULTANT, such payments to be equal to an amount arrived at by multiplying the percentage of the specified work performed by the fee heretofore set forth. From the partial payment thus computed, there shall be deducted all previous partial fee payments made to the CONSULTANT.

b. Upon approval by the LPA, after submittal of the completed work, a sum of money equal to the fees heretofore set forth, less the total of the amounts of the partial payments previously paid to the CONSULTANT under **Section B. 2.** of this Appendix "D", shall be due and payable to the CONSULTANT.

c. The fee shown for **Section A. 2. g.** includes clearing the Public Hearing requirements as prescribed by INDOT and FHWA. This fee assumes either a Public Hearing or a Public Information Meeting will be required. It also assumes the LPA will provide the location for the meeting as well as a transcript of the proceedings in the event that an official Public Hearing is required.

d. An amount of $200 has been included in the fee shown for **Section A. 2. b.** to pay for anticipated fees for permit applications and NOI Advertisements that will be incurred by CONSULTANT. Amounts incurred for permit fees, public notice fees, or other such expenses in excess of that amount will be invoiced to the LPA at the actual cost plus a 10% mark-up for task coordination and administrative efforts.

e. The LPA, for and in consideration of the rendering of the services provided for in **Section A. 3.b., 3.c., 3.d., 3.e., 3.f., and 3.g.** of this Appendix "D" agrees to pay the CONSULTANT the stated cost per unit multiplied by the actual units of work performed.

f. Some of the services provided for in **Section A. 3.** of this Appendix "D" may be performed by Subconsultants. The CONSULTANT will submit to LPA invoices for these services, the basis of which will be the actual number of units of work performed multiplied by the specific cost per unit. The unit costs listed for these tasks are estimated. The final cost will consist of the actual invoiced amounts from the subconsultants (if applicable) plus a 10% mark-up for task coordination and administrative efforts. The LPA agrees to reimburse to the CONSULTANT for rendering such services the invoiced amount for the services provided that each such invoice shall be subject to approval as reasonable by the LPA prior to any reimbursement therefore.

3. If the LPA does not agree with the amount claimed by the CONSULTANT on an invoice voucher, it will send the CONSULTANT a letter by regular mail and list the differences between actual and claimed progress. The letter will be sent to the CONSULTANT's address on page 12 of this Contract, or the CONSULTANT's last known address.

4. In the event of a substantial change in the scope, character or complexity of the Work on the Project, the maximum fee payable and the specific fee shall be adjusted in accordance with Item 6. – Changes in Work of Section VI – General Provisions, set out in this Agreement.

June 18, 2020

Stewart Kline, Executive Highway Director
Tippecanoe County Highway Department
20 North 3rd Street
Lafayette, Indiana 47901

RE: Reconstruction of Yeager Road – 1,330' South of West Lafayette City Limits to CR 500 N
DES #1401281
Supplemental Fee Proposal for Professional Services

Dear Stu:

Per correspondence with you, it is the County's desire to adjust the original designed corridor to align with the existing intersection of CR 500 N and CR 150 W, and also to adjust the new Yeager Road alignment further to the east at the intersection with Roundtable Drive. In order to accommodate this change in alignment, additional survey and redesign from the points where the new alignment deviates from the old will be required. Geotechnical information will also be required to be gathered through the areas of new road alignment, including at the Hadley Lake Outfall for a new crossing culvert. Lastly, an additional information addendum to the approved CE document will be required to document these alignment changes.

In order to continue the development of this project, we have prepared and are submitting this supplemental fee request. We will utilize subconsultants to perform some of the services. The functions expected to be performed by subconsultants include Section 106 Documentation, Wetland Delineation, Geotechnical Investigation, Pavement Design, Noise Analysis, and Title Research services.

This supplemental fee request is summarized below:

DESIGN TASK	**Proposed Fee**	**Notes**
Supplemental Field Survey	$ 39,000.00	
Environmental Document Preparation – CE Level 4	$ 50,500.00	Includes work by subs
Hydraulic Analysis and Report	$ 6,000.00	
Road Design and Plan Preparation	$ 77,800.00	
Geotechnical Evaluation	$ 12,409.00	Includes work by subs; unit price
Utility Coordination (During Design Phase)	$ 3,800.00	
Total Design	**$189,509.00**	
R/W Task	**Proposed Fee**	
Right of Way Engineering (6 @ $1,300 each)	$ 7,800.00	
Additional Right of Way Engineering (2 @ $1,000 each)	$ 2,000.00	
Total R/W	**$9,800.00**	
Total Supplemental No. 3	**$199,309.00**	

The services covered by this supplemental are all pertaining to the realignment of the original designed corridor. All design services are requested at a lump sum price, except for the geotechnical evaluation which will be unit price. All r/w task items are unit price.

If you should have any questions or need any further information, please do not hesitate to call me or Trent Newport.

Sincerely,

CrossRoad Engineers, PC

Mark A. Beck

Mark Beck, P. E.
Vice-President

Yeager Road Re-alignment

Kalberer Road to County Road 500 North - 2.2 miles total length with S-lines

Tippecanoe County & West Lafayette, Indiana

MANHOUR JUSTIFICATION FOR FIELD SURVEY - REALIGNMENT

DESCRIPTION	MANHOURS BY CLASSIFICATION							
	DIRECTOR	SURVEY MANAGER	ASSN'T SURVEY MANAGER	SURVEY CREW CHIEF	FIELD MAN	RESEARCH SPECIALIST	CADD TECH	TOTAL HOURS
Project Management / Field Coordination	2	8	8	2				
Section Corner, Right-of-Way & Adjoiners Research	1	2	6			16	4	
Establish Control Circuit & Reference		2	4	6	6		4	
Establish Section Corners / Splits & Reference		2	4	8	8		4	
Locate Property Corner Information		1	4	6	6	4	4	
Establish Baselines & Reference	1	2	6	8	8		4	
Establish Bench Circuit, Set & Reference Project Benchmarks w/ USGS Elevations			4	6	6		4	
Obtain Cross Sections & Topographic Information as Required		2	6	40	40			
Locate All Utilities & Measure Downs		1	4	6	6			
Data Downloading, Perform Calculations, Complete Field Books, & Review Project		4	16	2				
Prepare Tin & Contours			4	2			20	
Route Survey Plat	2	16	24	2			40	
Prepare Survey Files for Submittal		2	4				8	
Travel Time				45	45	6		
TOTAL HOURS	6	42	94	133	125	26	92	518
HOURLY RATE	$169.77	$122.93	$62.64	$76.49	$53.27	$65.21	$68.43	
DIRECT SALARY COSTS	$1,018.62	$5,163.06	$5,888.16	$10,173.17	$6,658.75	$1,695.46	$6,295.56	$36,892.78

DIRECT NON-SALARY COSTS Mileage (17 trips, 160 miles per trip, $0.52/mile)	$1,414.40
TOTAL	$38,307.18
USE (FOR FIELD SURVEY)	**$39,000.00**

Yeager Road Reconstruction

From 1,330' South of West Lafayette City Limits to CR 500 N

Tippecanoe County, Indiana

Manhour Justification For

ENVIRONMENTAL DOCUMENT PREPARATION - ADDITIONAL INFORMATION

DESCRIPTION	MANHOURS BY CLASSIFICATION					
	DIRECTOR	SEN. PROJ. MANAGER	PROJECT ENGINEER	CADD MANAGER	CADD TECHNICIAN	TOTAL HOURS
Reissue of Early Coordination	1	4	8			
Update of RFI	1	4	8			
Conduct Field Inspection						
~~Coordinate & Notification~~						
On-Site Investigations		8	8			
~~Follow-up and Meeting Notes~~						
CE Document Preparation						
Coordinate with OES		24	24			
Prepare AI and submit for Public Involvement	4	24	40			
Complete AI per Public Involvement Results	1	8				
Final Report Production		2			8	
ENVIRONMENTAL DOCUMENT PREPARATION - CE	7	74	88	0	8	177
TOTAL HOURS	7	74	88	0	8	177
2016 HOURLY RATES	$169.77	$136.10	$77.71	$107.42	$68.43	
TOTAL SALARY COSTS	$1,188.39	$10,071.40	$6,838.48	$0.00	$547.44	$18,645.71

DIRECT NON-SALARY COSTS		
Mileage (1 trip, 150 miles per trip, $0.36/mile)	$54.00	
~~Anticipated fees for permit applications and NOI advertisements~~		
Section 106 Documentation (See attached Green 3 proposal)	$13,000.00	
Noise Analysis (See attached Shrewsberry & Associates proposal)	$14,100.00	
Wetland Delineation (See attached Earth Source proposal)	$4,660.00	
TOTAL DIRECT NON-SALARY COSTS	$31,814.00	
TOTAL		**$50,459.71**
USE FOR ENVIRONMENTAL DOCUMENT PREPARATION - CE		**$50,500.00**

Notes:

1. Proposal includes Section 106 HPR Long Form documentation updates. No Phase 1 Environmental Site Assessment nor other specialized studies are included or anticipated. See the attached proposals from Green 3, LLC, Shrewsberry & Associates, LLC, and Earth Source, Inc. for additional assumptions made that define the scope of work.

2. Public involvement will occur during the design development phase and the cost associated with that service will be presented separately. Therefore, preparations for and attendance at public meetings are not included in this fee.

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SCOPE OF SERVICES

June 12, 2020

Tippecanoe County proposes to proceed with the revised alignment to Yeager Road Reconstruction Project, Des. No. 1401281. CrossRoad Engineers, PC will enter into a subconsultant agreement with Green 3, LLC, who will complete the supplemental documentation for compliance with Section 106 of the National Historic Preservation Act and all related federal, state, and local laws in accordance with the most current INDOT regulations.

Client Contact:
Mark Beck, mbeck@crossroadengineers.com
CrossRoad Engineers, PC
317.780.1555 Ext. 111

Project Location:
The newly proposed undertaking is located between Salisbury Road (to the east), CR N 150 W (to the west), CR W 500 N (to the north) and Kalberer Road (to the south) in Wabash Township, West Lafayette, Tippecanoe County, Indiana.

Project Scope:
Based on information received by the client as of June 2, 2020:
A new design concept was approved by the stakeholders. This new project area includes a realignment of the original design. In the northwest project area, Yeager road would realign to connect with CR N 150 W intersection instead of following the straight roadway to CR 500 N along Yeager Road. IN the southeast, the roadway would slightly shift the roadway northeast and realign the connection to the Hadley Moore suburban development neighborhood.

Environmental Observations/Concerns:

- After coordination with INDOT Cultural Resources Office on June 9-10, 2020, it has been determined that the following is required:
    - 2nd Addendum to the archaeology report (due to work occurring in undisturbed soils)
    - Addendum to the HPR (due to the need for a revised APE)
    - Addendum to the 800.11(e) Documentation
    - At this time no impacts to the extant MOA for the National Register-listed James Pierce Jr. Farmstead, NR-0336, within the APE is anticipated; only coordination will occur with INDOT CRO to determine any impacts due to the revised project area.
- Regarding archaeology, Notice of Entry letters need to be sent to the property owners within 6 months of archaeological fieldwork and letters need to be in hand by archaeologist.
    - The client is responsible for sending current Notice of Entry letters to property owners and to send a copy of one to Green 3.

Green 3, LLC Level of Work and Deliverables:

- Section 106 – Addendum to HPR and Addendum to 800.11(e) documentation
- Archaeology – 2nd Addendum to Phase Ia Field Reconnaissance Survey and Report

Tasks Not Covered under This Proposal:

- Any changes in scope or impacts to resources not observed during preliminary desktop review that would require additional documentation.
- Any coordination or sending of Notice of Entry letters.
- Any onsite meeting with agencies.
- Any documentation relating to amending the extant MOA, or any other special study requested by INDOT CRO or the Indiana State Historic Preservation Officer.

If, upon consultation with all local, state, and federal agencies regarding the project, additional studies are requested or the project scope/area changes, then additional fees will be required to meet the additional scope of services.

The fee for this project is **$13,000.** The fees will be billed lump sum based on percent complete. Totals for the project are listed in the table below (rounded to the nearest five dollars). The task and hourly breakdown for this service is attached.

Subtotal for Section 106	$8,000
Subtotal for Archaeology	$5,000
Total	**$13,000**

Thank you, and we look forward to working with you.

Kind Regards,

Erin Mulryan

Erin Mulryan, MPA
President

Name of Project: Yeager Road Reconstruction Addendum, Tippecanoe Co., Des. No. 1401281

Job Type: Section 106 Documentation - SUPPLEMENTAL for Addendum to HPR and 800.11 Documentation

Contact Information:

Crossroad Engineers
Attention: Mark Beck, P.E.
3417 Sherman Drive
Beech Grove, Indiana 46107

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Green 3, LLC
Historic Fountain Square
1104 Prospect Street
Indianapolis IN 46203

Date: June 12, 2020

Fee Justification

Task Description	Architectural Historian / QP	Historian	Total Hours
Full Section 106 Review			
Project Administration and Client Coordination	4.0	4.0	8.0
Site Investigation (Including Preparation- Maps, etc.)	6.0	8.0	14.0
Map Development and Photo Documentation	0.0	8.0	8.0
Preparation of Report Distribution Letter (RDL), email template, GIS shapefiles	0.0	8.0	8.0
Preparation of Addendum to Historic Property Report (HPR)	2.0	10.0	12.0
Addendum HPR Revisions per INDOR CRO	0.0	2.0	2.0
Distribution of Addendum HPR to identified Consulting Parties (CPs)	0.0	3.0	3.0
Preparation of Public Notice, RDL, Addendum to 800. 11(e) Documentation	2.0	16.0	18.0
Addendum 800.11(e) Revisions per INDOR CRO	0.0	2.0	2.0
Distribution of Addendum 800.11(e) to identified CPs	0.0	3.0	3.0
Publish Legal Notice	0.0	2.0	2.0
Coordination with INDOT Cultural Resources Office (CRO) on impacts to MOA	3.0	0.0	3.0
Total Hours	**17.0**	**66.0**	**83.0**
Billing Rates	**$130.00**	**$85.00**	
Subtotal Fee	$2,210.00	$5,610.00	$7,820.00
Expenses: Printing/Legal Notice Publication			$120.00
Mileage (150 miles x 0.39/mi) for one site visit			*$58.50*
Total Fee for Section 106 Documentation - SUPPLEMENTAL			**$7,998.50**
Rounded to $8,000			

Name of Project: Yeager Road Reconstruction Addendum, Tippecanoe Co., Des. No. 1401281

Job Type: Phase Ia Archaeological Records Review and Reconnaissance Survey - SUPPLMENTAL for 2nd Addendum

Contact Information:

Crossroad Engineers
Attention: Mark Beck, P.E.
3417 Sherman Drive
Beech Grove, Indiana 46107

Green 3, LLC
Historic Fountain Square
1104 Prospect Street
Indianapolis IN 46203

Date: June 12, 2020

Fee Justification

Task Description	Principal / QP	Field Director	Totals
Phase Ia Field Reconnaissance Survey			
Project Administration	2.0	2.0	4.0
Records Review	0.0	4.0	4.0
Field Investigation	0.0	16.0	16.0
Report Write-up	2.0	24.0	26.0
Correspondence with INDOT CRO	1.0	2.0	3.0
Total Hours	**5.0**	**48.0**	**53.0**
Billing Rates	$ 130.00	$ 85.00	
Subtotal Fee	$ 650.00	$ 4,080.00	$ 4,730.00

Expenses:	*Printing*	*$10.00*
	SHPO Records Check Fee ($70/hour x 2 hours)	*$140.00*
	Mileage (150 miles x 0.39/mile) x 2 days	*$117.00*
Total Fee For Archaeology		**$4,997.00**
	Rounded to $5,000	

June 12, 2020

Mark A. Beck, PE
CrossRoad Engineers, PC
3417 Sherman Dr.
Beech Grove, IN 46107

shrewsberry

RE: Proposal for Noise Analysis
Yeager Road Improvements – New Alignment, Des #1401281, West Lafayette, IN

Dear Mr. Beck:

Shrewsberry & Associates (Shrewsberry) is pleased to submit this proposal to CrossRoad Engineers (CrossRoad) to provide engineering services for the revisions to the previously submitted noise analysis and report for the road extension project on Yeager Road to be constructed between Station 37+75 and County Road 500N in Tippecanoe County, Indiana. The proposed alignment has changed from the one used in the previous noise analysis and report (dated April 28, 2016). This proposal presents our understanding of the scope of services required to deliver a revised Noise Analysis Report to the Indiana Department of Transportation (INDOT) and the estimated fees that represent this effort.

We have prepared this proposal based on your e-mail correspondence on June 8, 2020. The following paragraphs outline our proposed scope of services and estimates of our professional fees.

SCOPE OF SERVICES

Shrewsberry proposes to perform the required engineering services for the following project items:

- Reassess existing land activities and prediction of traffic noise levels using FHWA TNM 2.5 (TNM).
- Incorporate new roadway alignments and associated traffic volumes in a TNM model. Additional revised alignments, as requested by the client, can be incorporated into the TNM model as an additional service.
- Evaluate existing receptors within the 500-foot boundary of existing and proposed alignments in a TNM model. Existing receptors that are planned to be removed as part of the proposed construction will not be included in the models.
- If modeling indicates noise impacts to receptors, noise abatement measures in the form of traffic noise barriers will be evaluated for impacted receptors.
- Feasible traffic noise barriers will be evaluated to determine if the barriers meet INDOT's cost effectiveness criteria in accordance with 2017 INDOT Noise Policy. A complete determination of reasonableness includes surveys of potentially affected property owners which is not included in this scope of services.

- A draft Noise Impact Analysis Report will be assembled for submission to INDOT. Comments and revisions from INDOT's review of the draft report will be incorporated in the final Noise Impact Analysis Report for submission and approval by INDOT's Noise Committee. INDOT will perform an initial review of the report and the three TNM models and then a final review of the final package.

ASSUMPTIONS

- A max of three TNM models are anticipated; existing conditions, proposed condition, and proposed condition with berm.
- A proposed model with a berm east of the historic house will be analyzed as requested by CrossRoad.
- Only one new alignment for Yeager Road and Round Table Drive will be analyzed. See attached New Proposed Alignment Exhibit for proposed alignment in black linework. Multiple alignments or revisions to the alignment shown in the attached exhibits could be analyzed by way of an additional services agreement.
- Proposed traffic data for Yeager Road to be provided by CrossRoad Engineers.
- Three exhibit sheets will be re-produced at 150 scale.

EXCLUSIONS

- Additional ambient noise measurements in the field. The data from 2016 will be used.
- Additional traffic counts in the field. The data from 2016 will be used.
- Additional Field visits and on-site meetings
- In-person comment review with INDOT
- Property Research for new future developments.
- Coordination with any stakeholders, property owners, utilities or consultants other than Crossroads and INDOT.

SCHEDULE

Anticipated completion of this work is one month from Notice to Proceed. No work shall be performed under this task order beyond three months from notice to proceed. If work is required by Shrewsberry beyond three months, it will need to be supplemental agreement.

PROFESSIONAL FEES

Shrewsberry proposes to perform the aforementioned scope of services for the lump sum fee of $14,100.

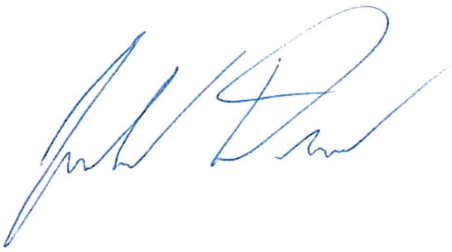
We understand that payment for services rendered will be based on the earned value of the appropriate task and invoiced on a monthly basis until work has been completed.

TERMS AND CONDITIONS

This is only a proposal of Shrewsberry's scope of services and is not binding on either party until acceptable terms and conditions have been negotiated and agreed upon between both parties. If you have any questions regarding this proposal, please do not hesitate to contact us. Thank you for the opportunity to submit this proposal, and we look forward to working with you on this and future projects.

Sincerely,

SHREWSBERRY & ASSOCIATES, LLC



Jordan Diemer, P.E.
Project Manager

Referenced:

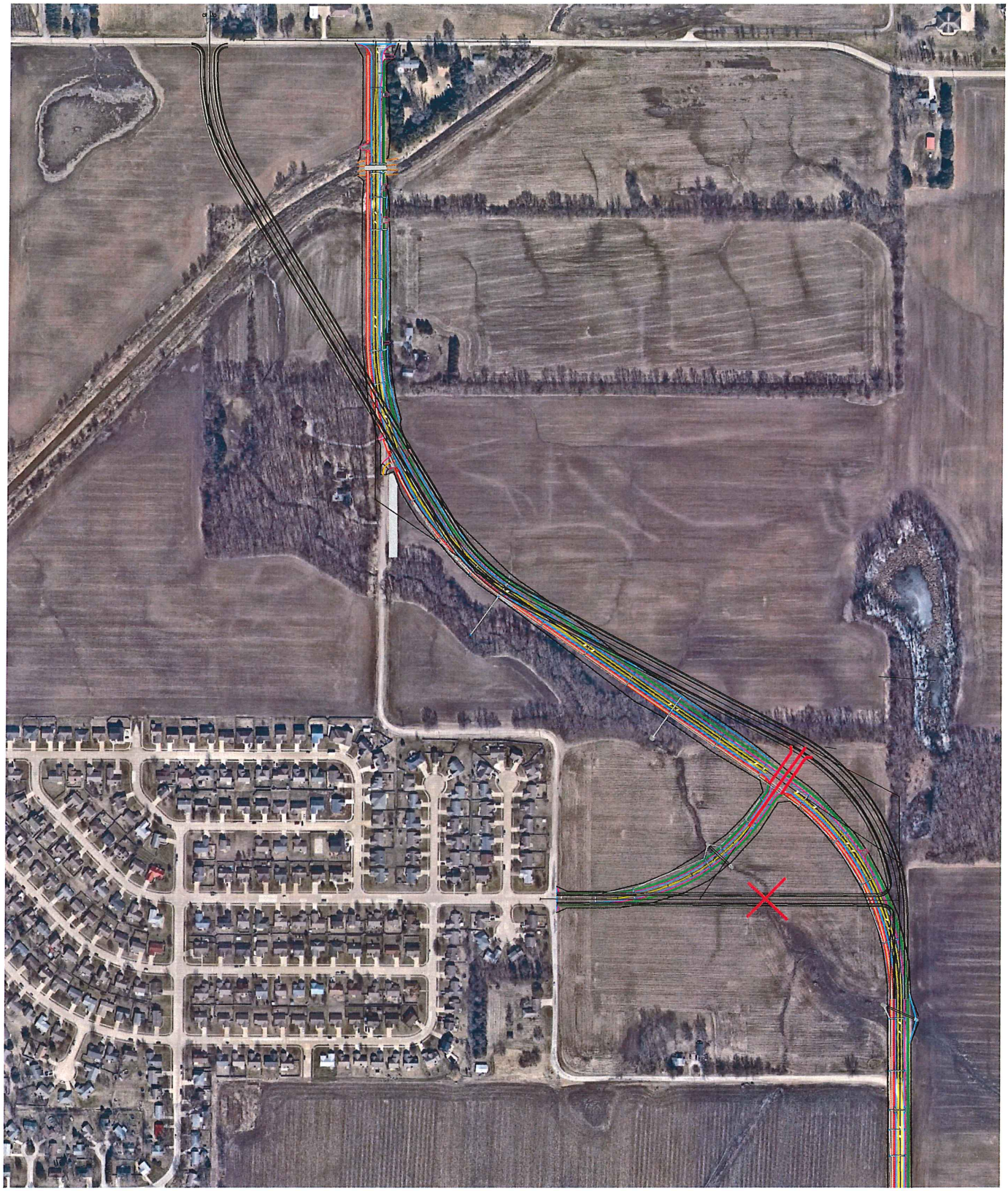
- New Proposed Alignment Exhibit

shrewsberry

Yeager Road New Alignment - Noise Analysis Proposal

Task Description	Reimbursable Expenses		Estimated Hours and Billing Rates				Total
	Mileage	Miscellaneous Postage, Fees, Equipment, etc.	Director	Engineer 6 - Brian Kinder	Engineer 4 - Jordan Diemer	Engineer 1	
Description				**$ 204.29**	**$ 138.71**	**$ 84.19**	
TASK #1: FULL TNM RE-ANALYSIS							
Update Alignments and Traffic in TNM Model				2	24	4	$ 4,074.38
Model Proposed Alignments/Volumes to Determine Future Noise Levels					8		$ 1,109.68
INDOT Model Review and Approval							$ -
Revisions to TNM Model based on INDOT Review					4		$ 554.84
Barrier Attenuation Analysis					2		$ 277.42
Full Noise Analysis Report Update				2	24	8	$ 4,411.14
Update Exhibits for Report						12	$ 1,010.28
Resident Surveys - Not included in Scope of Work							$ -
INDOT Report Review							$ -
Revisions to Noise Report based on INDOT Review				1	8		$ 1,313.97
INDOT Review and Approval							$ -
Noise Committee Review and Approval							$ -
Contingency - 10%							$ 1,275.17
Subtotal				**5**	**70**	**24**	**$ 14,026.88**
Shrewsberry & Associates TOTAL							**$ 14,100.00**

Hourly Rates based on performing 100% of the work in 2020



Earth·Source Inc
Committed to Excellence in Land Stewardship & Design for over 30 years

Mr. Mark Beck
CrossRoads Engineers
3417 Sherman Drive
Beech Grove, IN 46107

June 9, 2020

re: Professional Wetland Services
Yeager Road Improvements
Tippecanoe County, Indiana

Dear Mr. Beck:

We are very pleased to offer continuing professional wetland services for the Yeager Road improvements project located near West Lafayette in Tippecanoe County, Indiana We reviewed the revised alignment information supplied by your office. The following proposal is based upon this research and will constitute our understanding, and is organized as follows: Site/Project Description, Scope of Basic Services, Additional Available Services, Items to be provided by Owner, Products, Cost of Services-Payment, and Time of Services.

Should you have any questions of this proposal, or of the services provided by ***Earth Source*** *Inc.*, please do not hesitate to contact me personally. We anxiously await your approval of this proposal for professional services.

Sincerely,
Earth Source *Inc.,*

Eric P. Ellingson, C.P.G., P.W.S.
President

Enclosure

14921 Hand Road, Fort Wayne, IN 46818 Phone (260) 489-8511 Fax (260) 489-8607

PROPOSAL FOR PROFESSIONAL WETLAND SERVICES
CROSSROAD ENGINEERS: YEAGER ROAD IMPROVEMENTS

Site/Project Description

As per information provided by Crossroad Engineers and research by ***Earth Source*** *Inc.* (**ESI**): for the Yeager Road project. The project is located in Sections 1, 6, 31 and 36 of Wabash Township, T23/24N, R04/05W, Tippecanoe County, Indiana.

Scope of Basic Services

A. **Wetland Delineation**. Perform a wetland delineation, using the 1987 Corps of Engineers Wetlands Delineation Manual and Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region, or methodology in force at the time of delineation, by flagging on-site perimeters/edges of areas meeting wetland criteria (hydric soils, wetland hydrology and hydrophytic vegetation), as per FM. The entire project area will be investigated. Open water or ditch sections may be identified as waters of the United States and delineated by ordinary high water, special aquatic sites within waters of the United States will be flagged. Wetland mapping to be performed utilizing global positioning system (GPS), with location data presented in AutoCAD format. This Item includes field investigation; wetland location; report describing on-site wetland sections; and wetland delineation plan and associated graphics.

Additional Available Services

1. Prepare Department of the Army, Corps of Engineers (ACOE), Section 404 - Permit application and individual Indiana Department of Environmental Management (IDEM), Section 401 application, with appropriate exhibits, data forms. This item includes submittal of ACOE 404 and IDEM 401 permit applications, and normal coordination with resource agencies.
2. Site meetings with ACOE for jurisdictional determination or out of the ordinary contact and coordination with regulatory, permitting and reviewing agencies during the delineation and permitting process.

Items to be provided by Owner in order to perform Basic Services

1. Written permission to access property, original site topographic base map, preliminary site development plans and site aerial photographs as available.
2. A single contact person with primary responsibility for timely review of work, invoices, and documents provided by **ESI**.
3. Owner will be responsible for maintaining maps, and wetland boundaries once delineated and mapped by **ESI** under this contract.

Products (Basic Services proposal only)
Basic Services, Item A

1. Wetland delineation.
2. Approximate wetland location plan and preliminary report of findings.
3. Wetland delineation report with supporting graphics.
4. Section 401/404 permit requirements and recommendations.

Cost of Services and Payment

- To perform the above described Basic Services, Item A, we propose a lump sum Cost of Services of $ 4,660.

Cost of Services is based upon the information supplied by Mr. Beck and research by **ESI**. Cost includes telephone, and reproduction expenses; mileage will be invoiced at the federal mileage rate. Cost of Services for Additional Available Services may not be

14921 Hand Road, Fort Wayne, IN 46818 PH: (260) 489-8511 FAX: (260) 489-8607

required nor fully quantified at this time. An invoice will be submitted upon completion of the wetland assessment/delineation, with invoices to follow at substantial progress points throughout completion of the project. Payment must be paid in full in thirty days from invoice date, and, at **ESI** option, services may be suspended until account is paid. Accounts thirty days past due will accrue interest and charges. Owner will be responsible for reasonable attorney fees and all costs associated with collection. In the event the project is terminated for any reason, **ESI** will determine the percentage of work completed, and will bill accordingly with that amount immediately due and payable.

Time of Services
Upon your timely authorization to proceed, and return of executed contract to **ESI**, we will begin the wetland delineation as early as 22 June 2020.

Proposal materials remain the property of **ESI**. Proposal may be withdrawn if not accepted within 60 days. Please sign below and return one original set which will complete our agreement and authorize **ESI** to proceed. Please contact Mr. Eric P. Ellingson if you have any questions regarding this proposal.

Respectfully submitted,
***Earth Source** Inc.*,

Eric P. Ellingson, C.P.G., P.W.S.
President

6.9.20
date

Signature

date

Printed Name

Address of contracting entity

Yeager Road Reconstruction

From 1,330' South of West Lafayette City Limits to CR 500 N

Tippecanoe County, Indiana

Manhour Justification For

HYDRAULIC ANALYSIS AND REPORT - REALIGNMENT

DESCRIPTION	MANHOURS BY CLASSIFICATION					
	DIRECTOR	SEN. PROJ. MANAGER	PROJECT ENGINEER	CADD MANAGER	CADD TECHNICIAN	TOTAL HOURS
Plotting Stream Cross Sections		1		2	8	
Hydraulic Analysis	2	8	16	4		
DNR Modeling Checklist		2	8			
~~Evaluate Structure Type Options~~						
Prepare Report	1	2	8			
HYDRAULIC ANALYSIS AND REPORT	3	13	32	6	8	62
TOTAL HOURS	3	13	32	6	8	62
2016 HOURLY RATES	$169.77	$136.10	$77.71	$107.42	$68.43	
TOTAL SALARY COSTS	$509.31	$1,769.30	$2,486.72	$644.52	$547.44	$5,957.29
DIRECT NON-SALARY COSTS Mileage (1 trips, 150 miles per trip, $0.36/mile)					$54.00	
TOTAL DIRECT NON-SALARY COSTS					$54.00	
TOTAL						**$6,011.29**
USE FOR HYDRAULIC ANALYSIS AND REPORT						**$6,000.00**

CrossRoad Engineers, PC **3417 Sherman Drive, Beech Grove, Indiana 46107**

Yeager Road Reconstruction

From 1,330' South of West Lafayette City Limits to CR 500 N

Tippecanoe County, Indiana

Manhour Justification For

ROAD DESIGN AND PLAN PREPARATION - REALIGNMENT

DESCRIPTION	MANHOURS BY CLASSIFICATION					
	DIRECTOR	SEN. PROJ. MANAGER	PROJECT ENGINEER	CADD MANAGER	CADD TECHNICIAN	TOTAL HOURS
Review Survey Notes		1	2		2	
Update Preliminary Title Sheet			1		1	
~~Update Index Sheet~~						
Update Original Cross Sections		1	4	4	16	
~~Update Plan & Profile Sheets~~						
~~Update Prel. Typical Cross Section~~						
Confirm & Update Original Grade Controls	1	2	4	4		
Update Preliminary Grade & Geometrics	1	4	12	4	4	
Incorporate Utility Information			2	2		
Update Abbreviated Engineer's Assessment	1	4	8		8	
Update Preliminary Drainage Design	1	8	16	2	8	
Update Preliminary Plan & Profile Sheets	1	4	16	4	16	
Update Preliminary Detail Sheets	1	4	16	12	32	
Preliminary Cross Sections with Proposed Templates	1	4	8	8	4	
Update Preliminary Design Calcs.	1	8	16	2	8	
Update Preliminary Quantity Calcs.	1	2	16	2	8	
Update Preliminary Cost Estimate	1	4	16			
~~Commitments~~						
Stage 1 Submittal	1	4	8	1	4	
STAGE 1 DESIGN PLANS	11	50	145	45	111	362
Geotechnical Request and Submittal		1	2			
Preparation for Field Check						
Revise Plans per Stage 1 Review	1	4	24	8	24	
Plan and Profile Sheets	1	4	24	8	24	
Detail Sheets	1	4	24	8	24	
Proposed R/W Design		1	4	1	4	
Preliminary Plat No. 1		1	4	2	4	
Preliminary MOT sheets	1	2	8	2	8	
Cross Sections	1	2	8	8	16	
Design Coordination w/ affected Agencies		8	8			
~~Pavement Design~~						
~~Coordinate Field Check~~						
~~Preliminary Field Check Held~~						
~~Revise Plans per Field Check~~						
Finalize R/W Design	1	1	8	2	8	
Preliminary Quantity Calculations	1	4	24	2	8	
Preliminary Construction Cost Estimate	1	4	8			
Final Hydraulics and Storm Sewer Calculations		8	40			
Preliminary Design Calculations		4	24			
Typical Cross Sections	1	1	4	2	4	
Cross Sections		2	16	2	8	
Plan & Profile Sheets	1	4	16	8	16	
~~Preliminary Special Provisions~~						
Preliminary Structure Data		1	4		4	
~~Incorporate Information from Utility Coordination~~						
~~Environmental Consultation Form~~						
~~Commitments~~						
~~Stage 2 Submittal~~						
STAGE 2 HYDRAULICS	21	106	395	98	263	883
~~Preparation for Final Field Check~~						
~~Revise Plans per Stage 2 Review~~	*these functions overlap existing scope and are not included in supplemental*					
~~Paving Quantities for Approach Table~~						

Yeager Road Reconstruction

From 1,330' South of West Lafayette City Limits to CR 500 N

Tippecanoe County, Indiana

Manhour Justification For

ROAD DESIGN AND PLAN PREPARATION - REALIGNMENT

DESCRIPTION	MANHOURS BY CLASSIFICATION					
	DIRECTOR	SEN. PROJ. MANAGER	PROJECT ENGINEER	CADD MANAGER	CADD TECHNICIAN	TOTAL HOURS
~~Pavement Markings~~ ~~Lighting Design~~ ~~Finalize Index Sheet~~ ~~Finalize Maintenance of Traffic Details~~ ~~Finalize Detail Sheets~~ ~~Structure Data Sheets~~ ~~Underdrain Tables~~ ~~Paved Side Ditch and Sodding Table~~ ~~Miscellaneous Tables~~ ~~Finalize Cross Sections~~ ~~Coordinate Field Check~~ ~~Final Field Check Held~~ ~~Revise Plans per Final Field Check~~ ~~Structure Quantities~~ ~~Underdrain Quantities~~ ~~Earthwork Quantities~~ ~~Miscellaneous Quantities Finalized~~ ~~Final Construction Cost Estimate~~ ~~Revise Preliminary Special Provisions~~ ~~Environmental Consultation Form~~ ~~Incorporate Information from Utility Coordination~~ ~~Traffic Control Plan Checklist~~ ~~Commitments~~ ~~Stage 3 Submittal~~	*these functions overlap existing scope and are not included in supplemental*					
STAGE 3 FINAL DESIGN PLANS	21	106	395	98	263	883
~~Incorporate Information from Utility Coordination~~ ~~Revise Plans per Final Check Submittal~~ ~~Project Numbers & Sheet Numbers Correct~~ ~~Final Special Provisions~~ ~~Final Construction Cost Estimate Updated~~ ~~Commitments~~ ~~Final Tracings Submittal~~	*these functions overlap existing scope and are not included in supplemental*					
FINAL TRACINGS	21	106	395	98	263	883
TOTAL HOURS	21	106	395	98	263	883
2016 HOURLY RATES	$169.77	$136.10	$77.71	$107.42	$68.43	
TOTAL SALARY COSTS	$3,565.17	$14,426.60	$30,695.45	$10,527.16	$17,997.09	$77,211.47
DIRECT NON-SALARY COSTS						
~~Pavement Design (see attached proposal from Earth Exploration)~~						
Mileage (10 trips, 150 miles per trip, $0.36/mile)					$540.00	
TOTAL DIRECT NON-SALARY COSTS					$540.00	
TOTAL						**$77,751.47**
USE FOR ROAD DESIGN AND PLAN PREPARATION						**$77,800.00**

June 11, 2020

EARTH EXPLORATION, INC.
A Terracon COMPANY
7770 West New York Street
Indianapolis, IN 46214
(317) 273 1690
(317) 273 2250 (FAX)

Mr. Mark Beck, P.E.
CrossRoad Engineers, PC
mbeck@crossroadengineers.com

Re: Proposal for Professional Services
Geotechnical Evaluation
Yeager Road
West Lafayette, Tippecanoe County, Indiana
EEI Project No. CJ165110

Dear Mark:

We understand that the City of West Lafayette is planning to extend Yeager Road along a new alignment. As you know, we completed a geotechnical evaluation and pavement design for this project in 2019. Since then, the alignment of the road has changed. Based on information provided with the request, the improvements are anticipated to consist of new HMA pavement along a new alignment approximately 5,100 ft in length. The alignment shares commonality with some of the previous alignment. With regard to drainage, we anticipate a new 18 ft x 5 ft box culvert at a ditch crossing. At this time, we anticipate cut and fill to be 5 ft or less. As such, our scope will include:

- Performing up to 3 borings along the roadway alignment and 2 borings near the box culvert to evaluate the existing pavement and foundation soil conditions. In addition, hand augering will be completed at strategic locations;
- Completing laboratory testing sufficient to characterize the subsurface conditions and provide geotechnical recommendations for the discussed elements. Previous laboratory testing will be utilized where appropriate; and
- Updating our previous geotechnical report with earthwork and pavement subgrade considerations for the new alignment.

For the scope discussed above, we propose to provide our services on a unit rate basis in accordance with the attached Cost Estimate and Fee Justifcation. The cost is estimated to be up to $12,409. Should you have any questions or if you require additional information, feel free to contact us. We understand that your firm will prepare an agreement with our previously negotiated terms and conditions. It is a pleasure to be working with you again.

Sincerely,
EARTH EXPLORATION, INC.

Kellen P. Heavin, P.E.
Project Engineer

Enclosure: Cost Estimate
Geotechnical Engineering Manhour Fee Justification

Cost Estimate
Geotechnical Exploratory Field Services and Laboratory Testing
Yeager Road
West Lafayette, Tippecanoe County, Indiana

		Unit	Unit Price	Total
GEOTECHNICAL FIELD				
1.	Mobilization and Field Coordination			
	a. SPT Rig	1 ea	$284.00	$284.00
	b. CPT	ea	$475.00	
	c. Mileage	140 mi	$3.70	$518.00
2.	Truck mounted borings with split spoon sampling			
	a. Standard	ft	$20.00	
	b. Night time	ft	$23.60	
3.	Truck mounted borings with drilling fluid			
	a. Standard	ft	$22.00	
	b. Night time	ft	$26.00	
4.	Truck mounted core drilling			
	a. Standard	ft	$41.00	
	b. Night time	ft	$48.40	
5.	Truck mounted borings			
	a. Truck mounted borings through bedrock or boulders or concrete pavement			
	i. Standard	ft	$41.00	
	ii. Night time	ft	$48.40	
	b. Bridge deck coring and restoration			
	i. Standard	ea	$368.00	
	ii. Night time	ea	$434.00	
6.	Cone penetrometer testing			
	a. Set up			
	i. Standard	ea	$84.00	
	ii. Night time	ea	$99.00	
	b. Subsurface profiling			
	i. Standard	ft	$13.00	
	ii. Night time	ft	$15.00	
	c. Profiling with pore pressure measurement			
	i. Piezometric Saturation			
	a. Standard	ea	$98.00	
	b. Night time	ea	$115.00	
	ii . Penetration			
	a. Standard	ft	$15.25	
	b. Night time	ft	$18.00	
	iii. Pore water dissipation test			
	a. Standard	hr	$200.00	

		Unit	Unit Price	Total
	b. Night time	hr	$235.00	
	iv. Hydraulic conductivity and consolidation			
	a. Standard	ea	$79.00	
	b. Night time	ea	$93.00	
	d. Profiling with Shearwave Velocity Measurement			
	i. Standard	ft	$17.00	
	ii. Night time	ft	$20.00	
	e. Sample			
	i. Standard	ea	$26.00	
	ii. Night time	ea	$30.00	
7.	Hand or truck soundings			
	a. Standard	ft	$13.25	
	b. Night time	ft	$15.50	
8.	Hand auger drilling			
	a. Standard	10 ft	$13.75	$137.50
	b. Night time	ft	$16.25	
9.	Skid mounted borings with split spoon sampling			
	a. Standard	100 ft	$31.50	$3,150.00
	b. Night time	ft	$37.25	
10.	Skid mounted borings using drilling fluid			
	a. Standard	ft	$33.50	
	b. Night time	ft	$39.50	
11.	Skid mounted core drilling			
	a. Standard	ft	$46.00	
	b. Night time	ft	$54.00	
12.	Skid mounted boring through bedrock or boulders			
	a. Standard	ft	$48.00	
	b. Night time	ft	$56.00	
13.	Skid mounted soundings			
	a. Standard	ft	$19.00	
	b. Night time	ft	$22.00	
14.	Skid Mounted Cone Penetrometer Testing (CPT)			
	a. Set up			
	i. Standard	ea	$121.00	
	ii. Night time	ea	$143.00	
	b. Subsurface profiling			
	i. Standard	ft	$18.75	
	ii. Night time	ft	$22.00	
	c. Profiling with pore pressure measurement			
	i. Piezometric Saturation			
	a. Standard	ea	$116.00	
	b. Night time	ea	$137.00	

		Unit	Unit Price	Total
	ii. Penetration			
	a. Standard	ft	$22.00	
	b. Night time	ft	$26.00	
	iii. Pore Water Dissipation Test			
	a. Standard	hr	$231.00	
	b. Night time	hr	$273.00	
	iv. Hydraulic Conductivity and Consolidation			
	a. Standard	ea	$89.00	
	b. Night time	ea	$105.00	
	d. Profiling with Shearwave Velocity Measurement			
	i. Standard	ft	$26.25	
	ii. Night time	ft	$31.00	
	e. Sample			
	i. Standard	ea	$34.00	
	ii. Night time	ea	$40.00	
15.	Furnishing of a boat	Actual Cost		
16.	Barge set-up expenses			
	a. Navigable water			
	i. Barge set-up	ea	$6,300.00	
	ii. Rental of support equipment and/or boat	Actual Cost		
	iii. Drill rig down time	hr	$157.00	
	b. Non-navigable water barge set-up	ea	$5,250.00	
17.	Additional disassembly and reassembly			
	a. Navigable water	ea	$2,200.00	
	b. Non-navigable water	ea	$2,000.00	
18.	Barge mounted borings with split spoon sampling	ft	$35.00	
19.	Barge mounted core drilling	ft	$48.00	
20.	Barge mounted boring through bedrock or boulders	ft	$48.00	
21.	Barge mounted soundings	ft	$21.00	
22.	Casing through water	ft	$9.00	
23.	Uncased sounding through water	ft	$6.00	
24.	Set up for borings and machine soundings			
	a. Borings and machine soundings less than 20 ft deep	3 ea	$74.00	$222.00
	b. Rock core borings	ea	$126.00	
25.	Additional 2-in. split spoon sampling	2 ea	$22.00	$44.00
26.	3-in. split spoon samples	ea	$24.00	
27.	3-in. Shelby tube samples	2 ea	$66.00	$132.00
28.	Bag samples			
	a. 25-lb sample	ea	$54.00	
	b. 5-lb sample	2 ea	$35.00	$70.00
29.	Field vane shear test			
	a. Standard	ea	$121.00	

		Unit	Unit Price	Total
	b. Night time	ea	$143.00	
30.	4½-in. cased hole	ft	$13.25	
31.	Installation of Geotechnical Instruments			
	a. Inclinometer casing installation			
	i. Standard	ft	$16.00	
	ii. Night time	ft	$19.00	
	b. Piezometer installation up to 25 ft below surface	ea	$284.00	
	c. Piezometer installation deeper than 25 ft below surface	ea	$315.00	
	d. Metal protective outer cover for inclinometer and piezometer casings	ea	$132.00	
32.	Not Used		$126.00	
33.	Railroad expenses	Actual Cost		
34.	Twenty-four hour water levels			
	a. Field measurements per borehole			
	i. Standard	5 ea	$40.00	$200.00
	ii. Night time	ea	$48.00	
	b. PVC slotted pipe	ft	$6.50	
35.	Special borehole backfilling			
	a. 0 to 15 ft			
	i. SPT			
	a. Standard	5 ea	$150.00	$750.00
	b. Night time	ea	$175.00	
	ii . CPT			
	a. Standard	ea	$49.00	
	b. Night time	ea	$57.00	
	b. More than 15 ft			
	i. SPT			
	a. Standard	ft	$7.00	
	b. Night time	ft	$8.25	
	ii . CPT			
	a. Standard	ea	$2.00	
	b. Night time	ea	$2.40	
	c. Pavement restoration			
	i. Standard	ea	$65.00	
	ii. Night time	ea	$75.00	
36.	Dozer rental	Actual Cost		
37.	Traffic control			
	a. Flag crew	day	$800.00	
	b. Equipment Rental (1 days of lane closures with flaggers)	Actual Cost		
	c. Flag crew with equipment	day	$950.00	
38.	Centerline surveying	Actual Cost		
		Subtotal (Geotechnical Field)		**$5,507.50**

GEOTECHNICAL LABORATORY

		Unit	Unit Price	Total
39.	Sieve analysis for soils	3 ea	$52.00	$156.00
40.	Hydrometer analysis	3 ea	$61.00	$183.00
41.	Sieve analysis for Aggregates			
	a. Analysis by Washing (AASHTO T-11)	ea	$81.00	
	b. Analysis by Using (AASHTO T-27)	ea	$142.00	
42.	Liquid limit	3 ea	$41.00	$123.00
43.	Plastic limit & plasticity index	3 ea	$30.00	$90.00
44.	Liquid Limit Ratio	ea	$79.00	
45.	pH test	3 ea	$16.50	$49.50
46.	Loss on Ignition Test			
	a. Loss on Ignition Test (Conventional)	5 ea	$26.00	$130.00
	b. Loss on Ignition Test (Sequential)	ea	$55.00	
	c. Organic content based on Clorimeter	ea	$26.00	
47	Topsoil Tests			
	a. Phosphorus tests	2 ea	$23.00	$46.00
	b. Potassium tests	2 ea	$23.00	$46.00
48	Moisture Content Test			
	a. Moisture Content Test (Conventional)	50 ea	$7.25	$362.50
	b. Moisture Content Test (Microwave)	ea	$9.00	
49	Expansion Index of Soils	ea	$247.00	
50	Specific Gravity Test	3 ea	$38.00	$114.00
51	Unit weight determination	5 ea	$19.00	$95.00
52	Hydraulic Conductivity Test			
	a. Constant Head	ea	$247.00	
	b. Falling Head	ea	$300.00	
53	Unconfined Compression Test on Soils & Rocks			
	a. Unconfined Compression Test (Soils)	5 ea	$50.00	$250.00
	b. Remolding of soil samples with chemical admixtures in chemical soil modification/stabilization (3 samples is equal to 1 unit)	ea	$125.00	
	c. Point Load Strength Index of Rock	ea	$55.00	
54	Compressive Strength and Elastic Moduli of Intact Rock			
	a. Compressive Strength of Intact Rock	ea	$120.00	
	b. Elastic Moduli of Intact Rock	ea	$452.00	
55	Consolidation Test	ea	$500.00	
56	Triaxial test			
	a. Unconsolidated - Undrained (UU)	ea	$375.00	
	b. Consolidated - Undrained (CU)	ea	$550.00	
	c. Consolidated - Drained (CD)	ea	$775.00	
	d. Pore Pressure measurement with a. or b. and use of back pressure for saturation	ea	$260.00	
57	Direct Shear Test	ea	$575.00	

		Unit	Unit Price	Total
58	Moisture-Density Relationship Test			
	a. Standard Proctor	ea	$150.00	
	b. Modified Proctor	ea	$165.00	
59	Soil Support Testing			
	b. Subgrade Resilient Modulus on Remoulded Soils	ea	$660.00	
	c. Resilient modulus on Shelby tube	ea	$420.00	
60	Collapse Potential Evaluation Test	ea	$500.00	
61	Water Soluble Sulfate Test	2 ea	$110.00	$220.00
62	Water Soluble Chloride Test	ea	$110.00	
63	Soil Resistivity Test	ea	$150.00	
64	Shale Durability Tests			
	a. Slake Durability Index Test	ea	$140.00	
	b. Jar Slake Test	ea	$15.00	
		Subtotal (Geotechnical Laboratory)		**$1,865.00**

PAVEMENT CORES AND TESTING

1.	Mobilization of coring equipment	LS	$225.00	
2.	Mobilization mileage for coring equipment	mi	$2.00	
3.	Pavement core (partial depth)	ea	$140.00	
4.	Pavement core (full depth)			
	a. Standard	ea	$215.00	
	b. Night time	ea	$255.00	
5.	Sub-base sample	ea	$66.00	
6.	Cement concrete pavement core density determination	ea	$36.00	
7.	Cement concrete core compressive strength test	ea	$35.00	
8.	Bituminous extraction test	ea	$90.00	
9.	Sieve analysis of extracted aggregate test	ea	$61.00	
10.	Recovery of asphalt from solution by Abson method	ea	$378.00	
11.	Theoretical maximum specific gravity test	ea	$80.00	
12.	Bulk specific gravity test	ea	$35.00	
13.	Air voids calculation	ea	$31.00	
14.	Core report for full depth core	ea	$65.00	
		Subtotal (Pavement Investigation)		

Summary of Fees

Geotechnical Field	**$5,507.50**
Geotechnical Laboratory	**$1,865.00**
Pavement Cores and Testing	
Estimated Total	**$7,372.50**

GEOTECHNICAL ENGINEERING MANHOUR FEE JUSTIFICATION
Yeager Road
West Lafayette, Tippecanoe County, Indiana

	PROJECT TEAM HOURS												
	Principal Engineer	Senior Project Geophysicist	Senior Project Engineer	Project Engineer	Senior Staff Engineer	Senior Staff Geophysicist	Staff Engineer	Assistant Proj. Manager	Assistant Geologist	CADD Technician	Admin. Staff	Reimbursable Expenses	Totals
TASK Hourly Rate>	$221.54	$213.19	$208.28	$147.02	$123.57	$116.85	$111.82	$97.01	$60.53	$93.18	$68.49		
PLANNING & EXPLORATORY FIELD WORK													**$1,668**
Review of Previous Report and New Information				1									$147
Prepare Exploratory Program, Review and Concurrence with INDOT				1			2						$371
Utility Locates, INDOT Permit, Field Instructions							1	3					$403
Boring Layout								6				$53	$635
Daily Field Work Coordination							1						$112
DATA PROCESSING AND REPORTING													**$2,780**
Geotechnical Lab Assignments/Data Reduction				1			2	2					$565
Boring Log/Pavement Core Log/Structure Core Log Preparation				2			1	2			2		$737
Prepare & Review Report	1			2			8				1		$1,479
PROJECT COORDINATION, MEETINGS													**$588**
Progress Updates, Coordination Calls				2									$294
Final check prints				2									$294
CONSTRUCTION SUPPORT TASKS													**$0**
Total Hours:	1	0	0	11	0	0	15	13	0	0	3	$53	TOTAL
Fee by Classification:	$222	$0	$0	$1,617	$0	$0	$1,677	$1,261	$0	$0	205	$53	$5,036

Yeager Road Reconstruction

From 1,330' South of West Lafayette City Limits to CR 500 N

Tippecanoe County, Indiana

Manhour Justification For

UTILITY COORDINATION - REALIGNMENT

(10 Utility Companies in the Area)

DESCRIPTION	MANHOURS BY CLASSIFICATION					
	DIRECTOR	SEN. PROJ. MANAGER	PROJECT ENGINEER	CADD MANAGER	CADD TECHNICIAN	TOTAL HOURS
Distribute Plans and Project Schedule to Utility Companies		2				
Request Relocation Plans with Estimated Relocation Schedules		2				
Provide Utility Companies with all Plan Revisions that affect Utilities		2			4	
Obtain Written Documentation from Utility Companies Regarding Existing Locations / Relocations		5				
Review Relocation Plans and Schedules to Verify All Conflicts Are Resolved	2	10				
~~Meetings with Utility Companies to Review Relocation Plans and Schedules to Address Conflicts~~						
~~Upload Written NTP with Approved Utility Relocation Plans to ERMS~~						
~~Review Utility Work Plan for each Utility and Submit to INDOT's Contract Administration Division~~						
~~Prepare and Submit Utility Coordination Certification~~						
~~Review Construction Plans for Potential Utility Conflicts and Transmit to Utility Owners with Instructions~~	*these functions overlap existing scope and are not included in supplemental*					
~~Review Utility Relocation Plans and Cost Estimates for Accuracy and Acceptability~~						
~~Prepare Utility Reimbursement Agreements~~						
~~Coordinate with LPA and INDOT to Investigate Potential Plan Revisions to Minimize Excessive Utility Relocation Costs~~						
~~Prepare Special Provisions to Coordinate Utility Relocation During Construction~~						
~~Schedule, Conduct and Prepare Minutes for Utility Field Check~~						
TOTAL HOURS	2	21	0	0	4	27
2016 HOURLY RATES	$169.77	$136.10	$77.71	$107.42	$68.43	
TOTAL SALARY COSTS	$339.54	$2,858.10	$0.00	$0.00	$273.72	$3,471.36
DIRECT NON-SALARY COSTS Mileage (6 trips, 150 miles per trip, $0.36/mile)					$324.00	
TOTAL DIRECT NON-SALARY COSTS					$324.00	
TOTAL						**$3,795.36**
USE FOR UTILITY COORDINATION						**$3,800.00**

INDIANA DEPARTMENT OF TRANSPORTATION
Driving Indiana's Economic Growth

Crawfordsville District
41W 300 N
Crawfordsville, IN 47933

PHONE: (765) 362-3700
FAX: (765) 361-5265

Eric Holcomb, Governor
Joe McGuinness, Commissioner

June 30, 2020

Tippecanoe County
Attn: Mike Spencer
20 N 3rd Street
1st Floor
Lafayette, IN 47901

Re: Letter of Understanding
Unofficial Local Detour
Location: SR 25
Des. # 1500120, Contract RS-41880

Dear: Tippecanoe County Officials

It will be necessary to close SR 25 for the DES: 1500120 – Small Structure Replacement, On SR 25, 1.51 mi S of SR 26, W Jct, Over Wallace Ditch as part of the above referenced Contract. INDOT and /or one of its agents will be responsible for setting and maintaining the official detour. This project is expected to begin construction July 8, 2020

The mutually acceptable unofficial local detour for SR 25 is on W 1100 S to S 825 W to W 1200 S to SR 25 as shown on the attached map. The Unofficial Local Detour will be in effect during the same period as the Official Detour. The Unofficial Local Detour will not be signed as a detour. The local agency will be responsible for any additionally desired signing (i.e. weight restrictions, trail blazing, & etc.)

INDOT will set up and maintain the necessary traffic control for the official detour route or arrange with others to furnish the necessary items. Tippecanoe County will be responsible for signing any weight restrictions on the Unofficial Detour.

Pursuant to IC 8-23-21, INDOT agrees to reimburse Tippecanoe County for the cost related to damage repair on W 1100 S to S 825 W to W 1200 S to SR 25 as while it is being used as the unofficial local detour. All reimbursable work must be approved by INDOT before the initiation of any repair work. Once the District has agreed to the documented expenses for the repairs and the detour has been eliminated, INDOT and Tippecanoe County must execute an agreement that indicates the documented expenses.

If the terms of this letter are acceptable to you. I would appreciate your concurrence as soon as possible. Please sign and return this letter to the following address:

INDOT
Sara Heck
41 W 300 N
Crawfordsville, IN 47933

Respectfully,

Travis Kohl
Capital Program Management Director
INDOT Crawfordsville District

County Commissioner

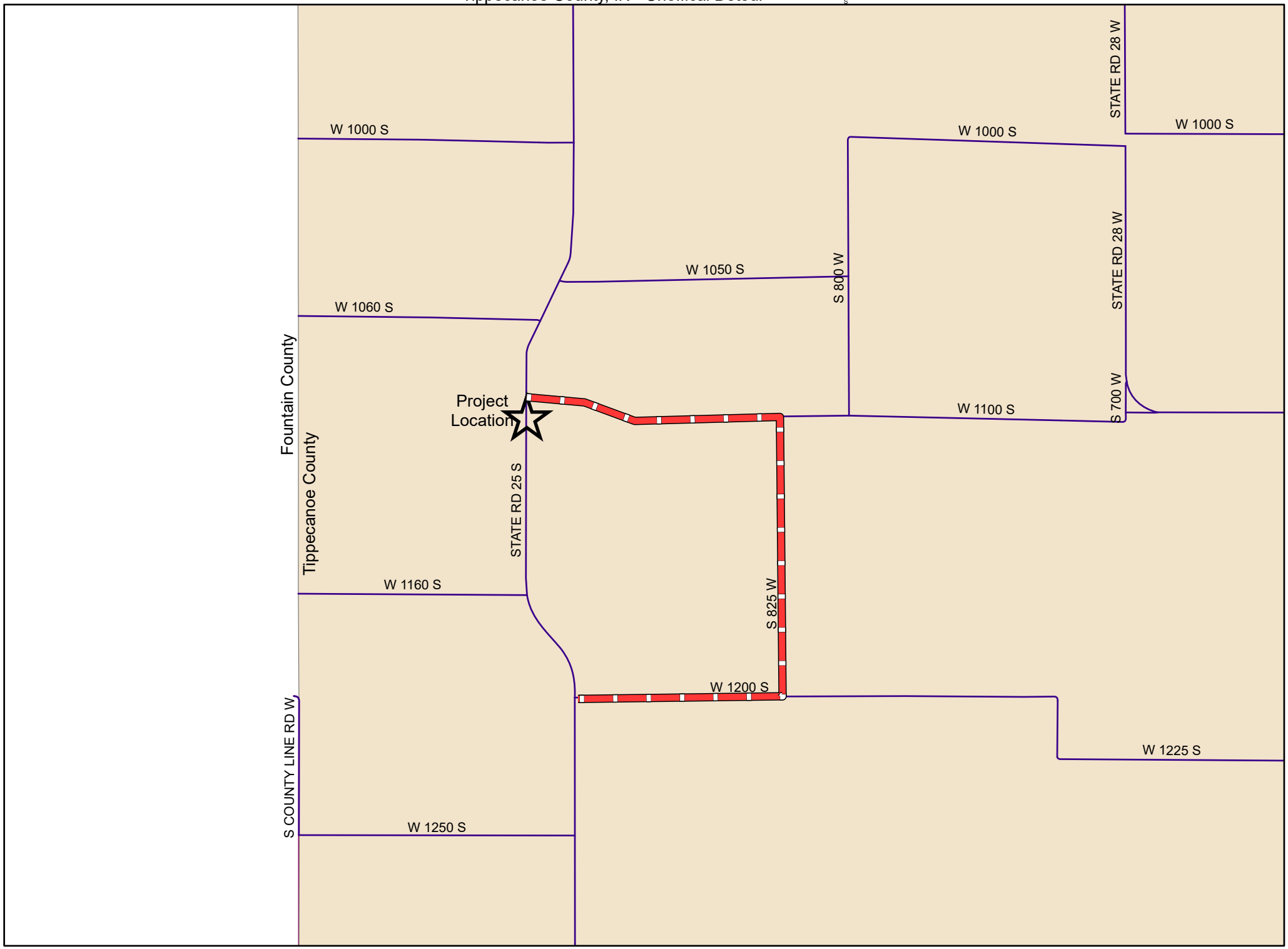
By: _____ Date: _____
Name

By: _____ Date: _____
Name

By: _____ Date: _____
Name

Enclosure
TK/DG/JC
Cc: Sara Heck PM

STATE ROAD 25 - Culvert Replacement Project
Tippecanoe County, IN - Unoffical Detour



ACCEPTANCE OF STREETS INTO TIPPECANOE COUNTY HIGHWAY SYSTEM

This is to advise that the following streets:

Street Name	Length Ft.	Road Width	R/W Width	Surface	Type
Scoria Court	648.61	30 Ft.	50 Feet	Asphalt	Curb & Gutter
Amethyst Place	699.42	30 Ft.	50 Feet	Asphalt	Curb & Gutter
Amethyst Dr.	108.39	30 Ft.	50 Feet	Asphalt	Curb & Gutter
Dentelle Street	1,172.51	30 Ft.	50 Feet	Asphalt	Curb & Gutter
Spinel Street	102.54	30 Ft.	50 Feet	Asphalt	Curb & Gutter
Ensley Street	99.31	30 Ft	50 Feet	Asphalt	Curb & Gutter
Druze Avenue	94.12	30 Ft.	50 Feet	Asphalt	Curb & Gutter

Total Street Length 2,924.90 Feet Total Lots: 60 (280 – 339)

= 0.554 Miles

Located within Stones Crossing Subdivision, Section Four, Phase Four are hereby accepted into the Tippecanoe County Highway System this 6th day of July, 2020

BOARD OF COMISSIONERS OF
THE COUNTY OF TIPPECANOE

ATTEST:

_____
David S. Byers, President

_____
Robert A. Plantenga, Auditor

_____
Tracy Brown, Vice President

_____
Thomas P. Murtaugh, Member

3 Year Subdivision Maintenance Bond in the amount of $39,849.80 (Thirty-Nine Thousand Eight Hundred Forty-Nine and 80/100 Dollars) from Fidelity and Deposit Company of Maryland, Bond Number 7663580, Date of Expiration: July 6th, 2023.

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

BOND # 7663580

SUB-DIVISION STREET MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Midwest Paving, LLC,
As Principal (hereinafter referred to as Principal), and Fidelity and Deposit Company of Maryland as Surety, are held and firmly bound into the Board of Commissioners of the County of Tippecanoe in the State of Indiana, jointly and severly, in the sum of Thirty-Nine Thousand Eight Hundred Forty-Nine and 80/100 Dollars ($39,849.80), in the aggregate, for the payment of which we firmly bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, the Principal wishes the Board of Commissioners of the County of Tippecanoe to accept for maintenance, as part of the Tippecanoe County Highway System, the streets, curb, storm sewers, earthwork, underdrains, and erosion control all located within the right-of-way of Stones Crossing Subdivision, Section Four, Phase Four, located at SW 1/4 Section 10 & NW 1/4 Section 15, T 22 N, R 4 W, in Wea Township, Tippecanoe County, State of Indiana:

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

Note: Principal shall pay all cost of inspection, including the wages and expenses of an

Inspector employed by the County (where inspection is required).

In witness whereof we have hereunto set our hands and seals this 12th day of June 20 20.

Midwest Paving, LLC
(Insert Name of Principal Above)

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

PRINCIPAL:

Fidelity and Deposit Company of Maryland
(Insert Name of Surety)

By: _____

Surety: Lisa M. Parsley, Attorney-in-Fact

The above Maintenance Bond approved and accepted on behalf of the Board of Commissioners of the County of Tippecanoe in the State of Indiana, on this _____ day of _____, 20_____.

_____
President

_____
Vice-President

_____
Member

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

ATTEST:

_____
Auditor of Tippecanoe County

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Eric M. WAHLSTROM, Brian T. MORTON, Tia A. BOICE, David M. OLIGER, Lisa M. PARSLEY, Tina SENEFELD and Kathryn R. POSTMA, all of Indianapolis, Indiana, EACH,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 8th day of November, A.D. 2019.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 8th day of November, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 12th day of June, 2020.

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

IRREVOCABLE STANDBY LETTER OF CREDIT

Letter of Credit Number: 678909
Amount: U.S. $ 5,000.00 (five thousand dollars and zero cents U.S. DOLLARS)

This Letter of Credit is issued on June 17, 2020 by Issuer in favor of the Beneficiary for the account of Applicant. The parties' names and their addresses are as follows:

APPLICANT:
A. & M. PIZZA REAL ESTATE, L.L.C.
Entity Type: Limited Liability Company
4042 S REPUBLIC
BATTLEFIELD, MO 65619

BENEFICIARY:
TIPPECANOE COUNTY BOARD OF COMMISSIONERS
Entity Type: Domestic Government Unit
20 N. 3rd STREET, 1st FLOOR
LAFAYETTE, IN 47901

ISSUER:
SOUTHERN BANK
4803 S NATIONAL STREET
SUITE 100
SPRINGFIELD, MO 65810

1. LETTER OF CREDIT. Issuer establishes this Irrevocable Standby Letter of Credit (Letter of Credit) in favor of Beneficiary in the amount indicated above. Beneficiary may draw on this Letter of Credit with a Draft (or Drafts, if the maximum number of drawings is greater than one). Each Draft shall be signed on behalf of Beneficiary and be marked "Drawn under SOUTHERN BANK Letter of Credit No. 678909 dated June 17, 2020." Drafts must be presented at Issuer's address shown above on or before the Expiration Date. The presentation of any Draft shall reduce the Amount available under this Letter of Credit by the amount of the draft.

This Letter of Credit sets forth in full the terms of Issuer's obligation to Beneficiary. This obligation cannot be modified by any reference in this Letter of Credit, or any document to which this Letter of Credit may be related.

This Letter of Credit expires on the Expiration Date.

2. DRAWINGS. Partial drawings shall not be permitted under this Letter of Credit. "Draft" means a draft drawn at sight.

3. DOCUMENTS. Each Draft must be accompanied by the following, in original and two copies except as stated:

A. The original Letter of Credit, together with any amendments.

B. A sight draft drawn by Beneficiary on Issuer.

C. A signed statement by Beneficiary including the following statement: ORIGINAL EXECUTED LETTER OF CREDIT ACCOMPANIED BY A WRITTEN REQUEST FOR THE LETTER OF CREDIT TO BE DRAWN.

Issuer shall be entitled to accept a draft and the documentation described above, as required by the terms of this Letter of Credit, from any person purporting to be an authorized officer or representative of Beneficiary without any obligation or duty on the part of Issuer to verify the identity or authority of the person presenting the draft and such documentation.

4. SPECIAL INSTRUCTIONS. LETTER OF CREDIT FOR COMMERCIAL DRIVE ENTERANCE AND STORM SEWER TIE IN WITH IN THE RIGHT-OF-WAY
3504 PARAMOUNT DR, WEST LAFEYETTE, IN. 47906

5. EXPIRATION DATE. This Letter of Credit expires at the close of business at Issuer's address at 12:01AM Central Time (Time) on June 17, 2023 (Date). Issuer agrees to honor all Drafts presented in strict compliance with the provisions of this Letter of Credit on or before the Expiration Date.

6. NON-TRANSFERABLE. This Letter of Credit is not transferable.

7. APPLICABLE LAW. This Letter of Credit is governed by the International Standby Practices 1998 (ISP98). This Letter of Credit is also governed by the laws of MISSOURI, except as those laws conflict with the International Standby Practices 1998 (ISP98).

ISSUER:

SOUTHERN BANK

By Wm Tracy Watkins Date 6-17-20
WM. TRACY WATKINS, MARKET PRESIDENT

Wolters Kluwer Financial Services ©1996, 2020 Bankers Systems™

The above **Irrevocable Standby Letter of Credit (Dominos Pizza)** approved and accepted on behalf of the Board of Commissioners of the County of Tippecanoe in the State of Indiana, on this _____ day of _____, 2020.

_____
Tracy A. Brown, President

_____
Thomas P. Murtaugh, Vice President

_____
David S. Byers, Member

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

Attest: _____
Robert A. Plantenga, Auditor

STATE OF INDIANA

INDIANA CRIMINAL JUSTICE INSTITUTE

Eric J. Holcomb, Governor
Devon McDonald, Executive Director

Notice of VOCA Award

June 8, 2020

Patrick Harrington
Prosecutor
Tippecanoe County Prosecutor's Office
111 N. 4th St.
Lafayette, IN 47901

Re: 2020-2022 Victims of Crime Act Formula Grant (VOCA)

State Agency: Indiana Criminal Justice Institute
CFDA # 16.575
Program/Title: VOCA 2020
Grant Award# VOCA-2020-00166

Dear Patrick Harrington:

On behalf of the Indiana Criminal Justice Institute (ICJI), I am pleased to notify you that your grant application and budget have undergone a careful review and your organization has been awarded funds in the amount of **$596,370.00** from the above referenced grant.

As you know, ICJI must ensure that all grantees comply with the rules, regulations, and laws governing grants administered by ICJI. By signing the grant agreement, you acknowledge and certify that your organization agrees to abide by all rules, regulations, and laws governing grants administered by ICJI. ICJI strongly encourages you to familiarize yourself with these rules, regulations, and laws prior to signing the grant agreement.

If you have any questions about your grant award, please contact Tosha Lumbreras at tlumbreras@cji.in.gov or 317-234-4409. Congratulations, and we are looking forward to working with you throughout the duration of this project.

Sincerely,

Devon McDonald
Executive Director
Indiana Criminal Justice Institute

Eric Holcomb, Governor
State of Indiana

Division of Aging
MS 21, 402 W. WASHINGTON STREET, P.O. BOX 7083
INDIANAPOLIS, IN 46207-7083
TOLL FREE: 1-888-673-0002
FAX: 317-232-7867

June 17, 2020

To: County Counsel of Tippecanoe County

From: Sarah Renner, Director of the Division of Aging

Subject: 2021 State Fiscal Year APS budget

The Prosecutor's office of Tippecanoe County has been awarded, in the amount of $385,931.73 for the SFY July 1, 2020 to June 30, 2021 to administer the Adult Protective Service Program for unit #4. Contract will follow as soon as possible.

Respectfully

Sarah Renner

Sarah Renner, Director

7/6/20 Grant Requests tentative

Permission to apply for Grant:

- **Community Correction & Probation:** DOJ annual 2021 budget over ONE million dollars
- **Commissioners:** CDBG funding for Phase 2 of OCRA Relief to Hometown Business Preservation Initiative (HBPI) program.
- **Sheriff/Bomb Squad:** Firehouse Sub Foundation seeking funding to assist in the purchase a new Bomb Squad equipment.

Permission to Accept Grant:

- **Rural Transportation 5311:** $184,935 for the Area IV Agency on Aging and Community Action Programs, Inc to continue the support of the Section 5311 Transit in Tippecanoe County. (Report on file– signature and Attest on Contract.)

MOU/Contract:

- **CARY HOME/Youth:** Six contracts for our 2020-21 JDAI Grant (starting July 1, 2020) for Law Enforcement Officers to do community engagement, also Teen Court Attorneys and Back on Trach facilitators renewed contracts for funding thru grants.

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Change Order - Construction Manager-Adviser Edition

PROJECT *(Name and address)*:
885-Fairground Renovations
1406 Teal Rd.
Lafayette, IN 47905

CHANGE ORDER NUMBER: BP4 885-003
INITIATION DATE: 6/5/2020

OWNER: ☒
CONSTRUCTION MANAGER: ☒
ARCHITECT: ☐
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

TO CONTRACTOR *(Name and address)*:
Mulhaupt's, Inc.
209 N. 5th Street
Lafayette, IN 47901

PROJECT NUMBERS: 885 / 885
CONTRACT DATE: August 22, 2019
CONTRACT FOR: 4G-Hollow Metal Frames Doors and Hardware; 4O-Electronic Safety and Security; 4R-Fire Detection and Alarm

THE CONTRACT IS CHANGED AS FOLLOWS:

EWO 885-103

[] **ADD** to change black storefront door hinges FROM McKinney MCK-12HD Series Full Mortise Short Leaf Flush TO Select SL11 Concealed Geared Continuous Hinge.

[] **DEDUCT** to omit masonry wall access panels.

Total **INCREASE** for this Change Order: **$2,466.00**

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User Notes: (3B9ADACA)

CHANGE ORDER BP4 885-003 (EWO 885-103)

The original Contract Sum was	$	549,347.00
Net change by previously authorized Change Orders	$	-38,748.00
The Contract Sum prior to this Change Order was	$	510,599.00
The Contract Sum will be increased by this Change Order in the amount of	$	2,466.00
The new Contract Sum including this Change Order will be	$	513,065.00

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is unchanged..

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.

Tecton Construction Management	NA
CONSTRUCTION MANAGER *(Firm name)*	ARCHITECT *(Firm name)*
102 North 3rd Street Suite 201 Lafayette, IN 47901	NA
ADDRESS	ADDRESS
BY *(Signature)*	BY *(Signature)*
Mike Roberts	NA
(Typed name) DATE: 6/24/2020	*(Typed name)* DATE: NA
Mulhaupt's, Inc.	Tippecanoe County Commissioners
CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
209 N. 5th Street Lafayette, IN 47901	20 N.Third Street Lafayette, IN 47901
ADDRESS	ADDRESS
BY *(Signature)*	BY *(Signature)*
Richard Woodhead	David Byers
(Typed name) DATE: 6-16-20	*(Typed name)* DATE:

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User Notes: (3B9ADACA)

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Change Order - Construction Manager-Adviser Edition

PROJECT *(Name and address)*:
885-Fairground Renovations
1406 Teal Rd.
Lafayette, IN 47905

CHANGE ORDER NUMBER: BP4 885-004
INITIATION DATE: 6/1/2020

OWNER: ☒
CONSTRUCTION MANAGER: ☒
ARCHITECT: ☐
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

TO CONTRACTOR *(Name and address):*
Brand Electric, Inc.
6274 East 375 South
Lafayette, IN 47905

PROJECT NUMBERS: 885 / 885
CONTRACT DATE: August 22, 2019
CONTRACT FOR: 4O-Electrical

THE CONTRACT IS CHANGED AS FOLLOWS:

EWO 885-086

[] **DEDUCT** to omit motor rated keyed switches for hand dryers noted in Sheet Key Note 5/E-201.2 and Sheet Key Note 6/E-204.2.

Subtotal for EWO 885-086: **-<$1,250.00>**

EWO 885-091

[] Add electrical circuits, breakers, and equipment connections for the Kolpak walk-in cooler per shop drawings provided by F.G. Schafer.

Subtotal for EWO 885-091: **$3,400.00**

Total **INCREASE** for this Change Order: **$2,150.00**

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User Notes: (3B9ADABC)

CHANGE ORDER BP4 885-004 (EWO 885-086, 885-091)

The original Contract Sum was	$	1,745,000.00
Net change by previously authorized Change Orders	$	-1,175.00
The Contract Sum prior to this Change Order was	$	1,743,825.00
The Contract Sum will be increased by this Change Order in the amount of	$	2,150.00
The new Contract Sum including this Change Order will be	$	1,745,975.00

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is unchanged..

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.

Tecton Construction Management **CONSTRUCTION MANAGER** *(Firm name)* 102 North 3rd Street Suite 201 Lafayette, IN 47901 **ADDRESS**	NA **ARCHITECT** *(Firm name)* NA **ADDRESS**
BY *(Signature)* Mike Roberts *(Typed name)* **DATE:** 6/2/2020	**BY** *(Signature)* NA *(Typed name)* **DATE:** NA
Brand Electric, Inc. **CONTRACTOR** *(Firm name)* 6274 East 375 South Lafayette, IN 47905 **ADDRESS**	Tippecanoe County Commissioners **OWNER** *(Firm name)* 20 N.Third Street Lafayette, IN 47901 **ADDRESS**
BY *(Signature)* Kameron Brand *(Typed name)* **DATE:** 6/2/20	**BY** *(Signature)* David Byers *(Typed name)* **DATE:**

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(3B9ADABC)

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Change Order - Construction Manager-Adviser Edition

PROJECT *(Name and address)*:
885-Fairground Renovations
1406 Teal Rd.
Lafayette, IN 47905

CHANGE ORDER NUMBER: BP4 885-005
INITIATION DATE: 6/24/2020

OWNER: ☒
CONSTRUCTION MANAGER: ☒
ARCHITECT: ☐
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

TO CONTRACTOR *(Name and address)*:
Brenneco, Inc.
2780 Conservation Club Road
Lafayette, IN 47905

PROJECT NUMBERS: 885 / 885
CONTRACT DATE: August 22, 2019
CONTRACT FOR: 4M Plumbing

THE CONTRACT IS CHANGED AS FOLLOWS:

EWO 885-098

[] Added lineal feet of CPVC pipe, insulation, and heat trace to raise Area A overhead waterlines from 25' AFF to follow the profile of the roof.

Total INCREASE for this Change Order: $2,120.00

The original Contract Sum was	$	308,950.00
Net change by previously authorized Change Orders	$	6,960.00
The Contract Sum prior to this Change Order was	$	315,910.00
The Contract Sum will be increased by this Change Order in the amount of	$	2,120.00
The new Contract Sum including this Change Order will be	$	318,030.00

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is unchanged..

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.

Tecton Construction Management	NA
CONSTRUCTION MANAGER *(Firm name)*	ARCHITECT *(Firm name)*
102 North 3rd Street, Suite 201, Lafayette, IN 47901	NA
ADDRESS	ADDRESS
BY *(Signature)*	BY *(Signature)*
Mike Roberts	NA
(Typed name) DATE: 06/25/2020	*(Typed name)* DATE: NA
Brenneco, Inc.	Tippecanoe County Commissioners
CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
2780 Conservation Club Road, Lafayette, IN 47905	20 N.Third Street, Lafayette, IN 47901
ADDRESS	ADDRESS
BY *(Signature)*	BY *(Signature)*
Greg Brenneman	David Byers
(Typed name) DATE: 6/25/2020	*(Typed name)* DATE:

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User Notes:
(3B9ADACC)

IceMiller
LEGAL COUNSEL

One American Square | Suite 2900 | Indianapolis, IN 46282-0200

June 19, 2020

WRITER'S DIRECT NUMBER: (317) 236-2174
DIRECT FAX: (317) 592-5438
INTERNET: amy.corsaro@icemiller.com

VIA ELECTRONIC MAIL

Douglas J. Masson
Hoffman, Luhman & Masson PC
200 Ferry Street, Suite C
Lafayette, IN 47902

Re: Arbitrage/Rebate Calculation for the Tippecanoe County, Indiana Local Income Tax Revenue Bonds of 2018

Dear Mr. Masson:

In order to maintain the tax exemption on the above-referenced bonds, the bond documents contain a covenant to comply with the arbitrage requirements of the Internal Revenue Code, including those relating to rebate. The obligation related to rebate is typically described in the Arbitrage Certificate and usually requires the issuer to pay to the federal government a rebate amount of any positive arbitrage every five years after the bonds are issued. The rebate amount is the amount by which the actual earnings on the bond proceeds exceed the earnings that would have been realized if the proceeds were invested at the yield on the bonds. This must be paid to the federal government every five years based upon the investment results for each five year period.

Generally, an issuer engages a professional firm to determine whether there is a rebate amount owed. We would like to assist you in fulfilling that obligation and appreciate the opportunity to make a proposal to perform the arbitrage/rebate computations. The engagement to assist in the rebate computation is separate from our original engagement as bond counsel for the bonds.

We propose to perform the computations based on the investment information and the activity for the various funds subject to rebate. Normally this information is derived from the bank statements. We obtain other pertinent information from the arbitrage documents included in your closing transcript. The computations will cover the period from the date of issue through the most recent date the statements cover and will include all of the gross proceeds of the bonds. The purpose of the computation is to have a report in your files to demonstrate that no rebate amount is owed should the IRS ever determine to audit this issue.

Our fee is $3,500 for a two year rebate computation. In addition, we will bill for out-of-pocket expenses for copying and telecopy charges.

Stephanie McGee is the Rebate Analyst in our rebate practice who will prepare the Rebate Calculation. I am one of the lawyers who oversees our rebate practice. Please do not hesitate to contact me at (317) 236-2174 or Stephanie McGee at (317) 236-2462 with any questions or concerns regarding the computation.

Ice Miller's standard Terms and Conditions of Engagements for Legal Services are enclosed. These terms and conditions, which cover various other aspects of this engagement, including a waiver of future conflicts of interest and provisions regarding termination and withdrawal, are important and are to be read as part of this letter, as they apply to this engagement to the same extent as if they were typed as part of this letter. Unless a different engagement letter is executed in the future, the basic terms of this engagement letter will also be applicable to, and govern our professional relationship on any subsequent matters, on or in which we may become involved or engaged on your behalf.

If you would like us to prepare a formal report demonstrating whether a rebate amount is owed and the terms of this engagement letter meet with your approval, please sign the acceptance clause and return it to me.

Very truly yours,

ICE MILLER LLP

Amy M. Corsaro
Partner

Accepted by Hoffman, Luhman & Masson PC on behalf of Tippecanoe County.

By: _____

Name: _____

Title: _____

Date: _____

ICE MILLER LLP

Terms and Conditions of Engagements for Legal Services

Ice Miller LLP has prepared this statement of the terms and conditions that are generally applicable to its legal services representations of its clients, in the absence of an express agreement specifically to the contrary. These terms and conditions, together with the letter or other document that references them, are the Terms and Conditions applicable to our engagement by you. When used in this document, "we" or "us" or "our" and similar terms refer to Ice Miller LLP, a limited liability partnership, and "you" or "your" and similar terms refer to the person or persons specifically identified in this statement as the client or clients of Ice Miller LLP.

Our Responsibilities

We are responsible to provide legal services to you in accordance with these Terms and Conditions and with our express understandings with you concerning the nature and scope of our representation.

Your Responsibilities

You are responsible for paying our statements for services and expenses. You also are responsible for being candid and cooperative with us and for keeping us informed with complete and accurate information, documents and other communications relevant to the subject matter of our representation or otherwise requested by us. Because it is important that we be able to contact our clients at all times in order to consult with them regarding our representation, we expect that you will inform us, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, state of incorporation or other relevant changes regarding you and your business or affairs. If you affiliate with, acquire or your company is acquired by or merged with another company, you will provide us with sufficient notice to permit us to withdraw as your attorneys if we determine that such an affiliation, acquisition or merger creates a conflict of interest between any of our clients and the other party to such affiliation, acquisition or merger, or if we determine that it is not in the best interests of the Firm with respect to the resulting association with the new entity. Your failure to communicate and cooperate with us in these respects could have an adverse effect on our ability to effectively and efficiently represent your interests in this matter and may require that we suspend the rendition of further services in respect of or entirely withdraw from this engagement.

Client(s) Represented

The client or clients for this engagement are as specifically identified in the engagement letter. Our client(s) do not include natural persons or entities that are not identified as a client in the engagement letter. For clients that are companies, unless otherwise specified or agreed, this does not include individuals or persons who are shareholders, partners, members or owners of the company, or its officers, directors, managers or other representatives, or family members, nor does it include affiliates of the company. Our representation of you for the matter described in the engagement letter does not give rise to a lawyer-client relationship with any such other individual, person or affiliate. Accordingly our representation of you will not give rise to a conflict of interest in the event other clients of ours are or become adverse to any such other individual, person or affiliate. For clients that are trade associations or other group-type organizations, our clients would not include their members or other constituents.

How We Will Work For You

We provide services to you through our attorneys and other professionals. We will designate a mutually agreeable partner whom you may contact should you have any questions or concerns at any time about our representation of you or your interests. You will keep us advised of the name(s) and contact information of the person(s) who are authorized to instruct us as to the performance of our legal services for you.

Our engagement is for legal services. While from time to time we may share with you as part of our legal advice information and insights based on our experience with respect to certain market, industry or business practices, structures, or the like, it is understood that you will be solely responsible for determining the extent to which other professional services and advice are obtained and for making all decisions concerning business, investment and accounting matters. In addition, it is understood that we will not have any responsibility to investigate the character or credit of any person with whom you may be dealing in connection with any matter directly or indirectly related to our engagement.

How We May Communicate With You

Unless you instruct otherwise in writing, we may communicate with you using unencrypted e-mail, facsimile transmission and cellular telephone with the understanding that these methods carry an inherent risk of interception.

About Our Fees

We will charge you fees based upon the time expended and other factors applicable to legal fees that are specified by applicable professional rules and standards. Unless otherwise specifically agreed, our fees are based on our hourly rates as applied to the amount of time that we expend in providing services. Our base hourly rates for

work performed by our attorneys, absent special engagements or circumstances, are established effective January 1 of each calendar year. Hourly rates may change periodically without prior notice to clients, typically after the end of each calendar year, but a current schedule for anyone working on your engagement is available at any time upon request.

Payment of our fees and other charges is in no way contingent on the outcome of any matter, unless and to the extent that there is a mutual written agreement to the contrary.

Other Charges and Expenses

Our charges for ancillary services and expenses, such as photocopying, computer research, electronic data discovery services, mileage, travel expenses and other similar charges are pursuant to a schedule of charges and expenses, as the same is revised from time to time, a copy of which is available to you upon request.

Estimates

The total amount of fees and costs relating to this matter are difficult to predict. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. If requested to provide an estimate of our fees for a given matter, we will endeavor in good faith to provide our best estimate, but unless there is a mutual written agreement to a fixed fee, the actual fees incurred on any project will likely differ from the estimate.

Billing Procedures

Unless we agree to an alternative billing arrangement, you will receive a statement on a monthly basis for services rendered, and for costs and other charges posted to your account, in the prior month. Payment is due upon receipt of our billing statement or within 30 days thereafter. If your account becomes more than 30 days past due, our Billing and Collection Committee will decide whether additional legal work will be performed while the account remains past due, taking into account obligations we owe to you under applicable professional conduct rules. While we typically do not charge interest on past due amounts, we reserve the right to charge interest on any amount invoiced that remains unpaid after 30 days at the rate of 1% per month until paid in full, plus all costs of collection (including reasonable attorneys' fees). Any questions or disagreements should be brought to our attention in writing within 60 days of the billing date.

Retainers

As a matter of standard practice for new clients and/or new matters, we typically request a retainer deposit before we begin work, and we may request retainers or additional retainers from time to time with respect to existing clients and existing matters. Unless there is a mutual written agreement to the contrary, we will hold any such retainers in our firm's agency account until disbursed in accordance with these terms and conditions or other mutual written agreement. We may apply funds held as retainers to any past due account balance of your account. We will return any unapplied excess of your retainers to you within a reasonable period of time following the conclusion of the related engagement. Unless we determine in our discretion to apply all or a portion of the retainers sooner, we will apply the retainers to the final invoice for the related engagement. If we determine for any client or matter to initially waive the required retainer deposit, we nonetheless reserve the right at a later date to require a retainer deposit if conditions concerning either the extent or nature of the matter in our discretion so warrant, or should our statements not be timely paid as expected.

Your Consent to Future Conflicts of Interest

You are aware that the Firm has grown geographically and represents many other entities and individuals. Thus, during the time that we are representing you, some of our present or future clients may have disputes or transactions with you or other interests that may be adverse to yours. As part of this engagement, you agree that we may undertake in the future to represent existing or new clients in any matter that is not substantially related to any matter as to which we have represented or advised you, even if the interests of such clients in those other matters are directly or indirectly adverse to yours, and you agree not to disqualify our Firm for those conflicting representations. Of course, we agree that we will keep confidential any information of a nonpublic nature provided to us as a result of our representation of you. You acknowledge that we may obtain confidential information as a result of our representation of other clients that might be of interest to you but for the same reasons cannot be shared with you.

Document Retention

Unless you indicate otherwise to us in writing, we will assume that all papers and property that you provide to us are duplicates and that you retain all originals, so that we do not need to return them to you. When the representation concludes, we will (if you request) return any papers and property that you have provided to us (or that we have obtained for you and that belong to you) if we have them in our possession. Our drafts and work product that we create in relation to our work for you, however, belong to us. We reserve the right, subject to any applicable laws or rules of professional responsibility to the contrary, to apply records retention policies and procedures to these items and also to destroy within a reasonable time any items described in this paragraph that are retained by us.

Personal Data from the European Economic Area

If you will be providing the Firm with the personal data of individuals in the European Economic Area during the course of the engagement, then it is your responsibility to obtain all appropriate consents, make any necessary

disclosures, and take all other required steps to comply with any applicable data privacy and protection laws and regulations in connection with your use of the Firm's services. As used herein, "personal data" means any information relating to an identified or identifiable natural person, to the extent that such personal data are associated with individuals in the European Economic Area or are otherwise within the scope of the General Data Protection Regulation (EU) 2016/679.

Response to Audit Inquiries

If you ask that we do so, we will respond to your auditors concerning certain "loss contingencies" as defined by accounting standards by preparing a letter to your auditors. To assist us in responding timely to your auditors, please direct all audit inquiries to:

Audit Letter Coordinator
Ice Miller LLP
One American Square, Suite 2900
Indianapolis, Indiana 46282-0200.

If there are any questions presented by your audit inquiry letter, our Audit Letter Coordinator will contact you. Absent special circumstances, our current fee structure for the preparation of these letters is a minimum of $300 and a maximum of $700, depending on the extent and number of any matters reported. However, the fee may exceed $700 if there are many matters to be reported upon, or if the letter requires extensive substantive attention to disclosure or other related issues. This charge will appear on your statement as a line item for "Services rendered in connection with preparation of response to audit inquiry."

Termination or Withdrawal

Both you and we have the right to terminate any engagement at any time after providing reasonable advance written notice, and our withdrawal or termination is further subject to applicable rules of professional responsibility. In the event that we terminate the engagement, we will, subject to the terms hereof, take such steps as are reasonably practicable to protect your interests in the above matter and, if you so request, we will suggest to you possible successor counsel and provide that counsel with whatever papers you have provided to us. If permission for withdrawal is required by a court, we will promptly apply for such permission, and you agree to engage successor counsel to represent you. Otherwise, this representation will terminate (a) once the specific services covered within the scope of the representation have been completed and we have sent you our final statement for services rendered in this matter, or (b) if the engagement is open-ended without any specific services being described, when more than six months have elapsed from the last time you requested and we furnished legal services to you. We are not obligated to provide advice or other legal services concerning this representation to you after our representation of you is completed, or has terminated. After completion of a matter in which we have represented you, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Even though we may send you newsletters or the like after the date of termination of our engagement, we will have no responsibility to provide you with updates or advice concerning any changes in the law or regulations or future legal developments on any matter, including those matters that may have been the subject of a prior representation, unless you and we have expressly agreed that we will provide this service.

Certain Limitations

Any opinions or views, formal or informal, that we may express to you or to third parties about the outcome of a legal matter are only our best professional estimates. Those opinions or views are necessarily limited by our knowledge of facts at the time that we express them and the law and regulations that are then in effect. You understand and agree that we cannot – and will not – promise to you, or guarantee to you, that any particular outcome will result from your legal matters.

Identification of Relationship

We are pleased that you have chosen Ice Miller LLP as your legal advisor and would like to have your permission to share this with others. By signing the acknowledgement, you hereby grant us the authority to use your name and logo in connection with Ice Miller LLP's marketing activities, including, without limitation, identification of you as a client of Ice Miller LLP on its website and other printed marketing materials and publications issued by Ice Miller LLP. You may revoke the consent granted in this paragraph at any time by contacting our marketing department at enews@icemiller.com.

Revised: July 2018

Tippecanoe County Commissioners

Monday July 7, 2020

Area IV Public Transportation of Tippecanoe County

Area IV Agency on Aging and Community Action Programs officially began its Tippecanoe County Transportation Program in January of 2020. The program is designed to provide Non-Emergency Medical Transportation to all types of medical related appointments as well as transportation to non-medical outings such as grocery shopping, banking, or any other type of trip. The Transportation Program is open to the public in the non-urbanized area of Tippecanoe County and is available to non-ambulatory individuals in the urbanized areas of Tippecanoe County. A one-way fare of $5 is required for all riders under the age of 60. Riders age 60 and over are asked to make a voluntary donation to the program to help differ costs.

Area IV Public Transportation of Tippecanoe County is located and dispatched from the Area IV Agency on Aging and Community Action Programs offices at 660 North 36th Street, Lafayette, IN. At the onset of the program there was a staff of 4 including 3 fulltime drivers and 1 manager/dispatcher. The program currently has 6 vehicles in its fleet. A maintenance contract is in place with City Bus of Lafayette to service and maintain the vehicles on a regular basis.

Area IV Public Transportation of Tippecanoe County got off to an exceptional start in its first quarter of operations. The program provided over 600 one-way trips to area residents in the first quarter of 2020. The daily volume of trips was steadily increasing and we were looking to expand and bring in a fourth driver to handle the growing demand. Unfortunately, the program was suspended on April 1st 2020 and all employees put on temporary furlough when Area IV Agency on Aging and Community Action Programs was closed to the public due to the state shut down orders related to COVID-19.

Moving ahead to June 2020, Area IV Public Transportation of Tippecanoe County has begun providing limited services due to safety concerns and diminished demand resulting from continuing COVID-19 issues. We have several new policies and procedures in place to provide the safest environment possible for our drivers and passengers. We will continue to expand our services as needed keeping in mind that the safety of our drivers and passengers is our first priority. In an effort to reignite the program and to inform and educate the community about our services we have started an outreach/marketing program targeting businesses, churches, community centers, and civic organizations throughout Tippecanoe County.

Thank you for the opportunity to serve the residents of Tippecanoe County

Area IV Public Transportation of Tippecanoe County

8668

Reports on file!
1st ever Rural Transportation
Fund # 8668 - Grant thru INDOT!
1st Quarter report for 2020

JUN 2 6 2020

Wabash River Heritage Corridor Commission

Pres. – Steve Eberly V. Pres. – Dave Hacker
Secretary – Dale Brier

July 8, 2020 1:00 pm
Civic Center – Sun Room
225 E Riverside Dr, Peru, IN 46970

***** For the safety of members, staff, and guests, it is highly recommended for everyone to wear face coverings and adhere to social distancing. *****

Meeting Agenda

Call to Order, Introductions, Announce Proxies, Open Agenda

Review and Approval of March 4, 2020 Minutes

Comments from Visitors or Guests

DNR Finance Report (Dale Brier)
- State Budget Cuts

Committee Reports
- River Road (Steve Eberly)
  - River Road Interactive Map Showcase
- River Curriculum (Arin Shaver)

Old Business
- Previous funding requests
  - Clean out the Banks – Wabash County
  - Peddle, Paddle, Play – Allen County
  - Wonderful Wabash – Posey County

New Business
- New funding requests

Announcements & General Reminders/Discussion
- November WRHCC Meeting & Veteran's Day
- Other county or special event announcements, Festival dates for next year, etc.
- Final comments by Commission members, alternates, and guests

Next Meeting: September 9, 2020
Posey County

If you anticipate needing a reasonable modification under the ADA to participate or have questions concerning access at the meeting locations, please contact Ric Edwards, DNR ADA/Safety Director, at REdwards@dnr.IN.gov or 317-232-4145.

Wabash River Heritage Corridor Commission
Pres. – Steve Eberly V. Pres. – Dave Hacker
Treasurer – Robert Shepherd Secretary – Dale Brier

March 4, 2020 1:00 pm
Turkey Run State Park Inn
8102 East Park Rd. Marshall, IN, 47859

Attendance

Voting Members Present:
Adams County - Randy Lehman
Allen County - Ron Zartman (alt)
Cass County - Arin Shaver
Fountain County - Bob Shepherd
Gibson County - Bill Knowles
Huntington County - Dave Hacker
Miami County - Ken Einselen
Parke County - Penny Cox
Posey County - Ralph Weinzapfel
Sullivan County - John Gettinger
Tippecanoe County - Jim Andrews
Vermillion County - Les Zimmerman (alt)
Vigo County - Brendan Kearns
Wabash County - Michael Beauchamp
Warren County - Steve Eberly
Wells County - Douglas Sundling
DNR - Dale Brier

Guests:
Allen Hurst- DNR Outdoor Recreation
Bill Smith- INDOT
Carrie Parmenter- Posey Co SWCD
Phil Cox- Parke County Alternate

Counties not represented:
Carroll County
Knox County

Meeting minutes

Call to Order, Introductions, Announce Proxies, Open Agenda
President Steve Eberly called the meeting to order at 1:05 pm. Everyone in attendance introduced himself or herself. Dale Brier announced that Sandy Voglewede had stepped down from her position as Adams County representative and introduced the newly appointed member Randy Lehman. The agenda had no additions.

Review and Approval of January 8, 2020 Minutes
Two misspellings were noted. Jim Andrew motioned to accept the minutes with corrections. Ken Einselen seconded and the motion passed.

Comments from Visitors or Guests
Answering a previous inquiry, Bill Smith of INDOT reported it is possible for signs to be mounted on state bridges with proper approvals and permitting. He added that the preferred location would be on the bridge piers. Furthermore, INDOT is also allowing paintings, murals, and artwork on bridge piers. Such artwork also would need to go through the INDOT permitting system. All permitting is done through the local INDOT districts. Any questions can be directed to the INDOT WHRCC liaison Scott Chandler.

Randy Lehman asked if they would be need to go through the permitting system for a pedestrian bridge. Smith answered that if it is an INDOT-owned bridge, that yes, he would. He added that INDOT likely does not own a pedestrian bridge over the Wabash River, and he would instead need to contact the bridge owner for permission.

Retreat Review
Brier thanked the talented and amazing Allen Hurst for helping organize the retreat at Turkey Run. Eberly thanked Brier for his work involved and getting the retreat setup as well. Brier noted the retreat topics each had their own section on the agenda, and will be discussed later.

Finance Report
Brier handed out the current finance report (see attached). He noted that the rate of revenue accumulation has leveled out and returned to a normal rate.

Lehman asked how often the money gets added into the fund. Brier responded that it varies, and announced that the director of DNR Oil and Gas will present to the commission at the September meeting, he can answer specifics about the revenue. In response the other questions, Brier noted WHRCF grant projects monies have already been encumbered and accounted for. The current available balance of the fund is $207,341.

Shaver asked if WRHCF grants will be offered next year. Brier answered that he is hesitant to say at this juncture. It will depend on other projects and their associated costs, such as the river curriculum and river road.

Treasurer Report
Bob shepherd lost his voice, so Eberly discussed the treasurer report. He noted expenses are on par with previous years, then opened it up to questions or comments.

Dave Hacker commented the Forks of the Wabash fund, and that is requires activity every few years so it remains open. He has been donating $5 to it for said activity, and welcomed donations into the fund. Ralph Weinzapfel asked how the fund was established. Einselen explained that two artists had done paintings for every county along the Wabash River. They auctioned off the artwork and donated 10% of the proceeds over to the WRHCC, thereby creating the fund.

Eberly asked for a motion to accept the financial reports. Hacker so moved, and Einselen seconded. Motion passed.

Committee Reports

River Road- Eberly reported that he and Vanessa Rainwater are meeting with Tippecanoe County on Friday to discuss the River Road project. Tippecanoe County already have a map and Excel document of noted attractions, and will host the information on their servers. He said the WRHCC webpage, hosted by the DNR, will have a link to the River Road project website.

Shaver asked how people would find the River Road website, noting a concern that no one may find it from that Wabash page alone. Brier said that page gets very few hits, so members should promote the River Road project through their own networks. Hurst added that the DNR could link to the project from other, more popularly visited DNR pages.

Doug Sundling asked what assets and attractions are included. Eberly answered there is already a list, to which Brier advised members to expect possible follow up from Eberly, Rainwater, or Tippecanoe County for updates on attractions, as the current list is a few years old. Sundling inquired how much the project will cost. Eberly was unsure, but noted it should not be much.

Brendan Kearns asked if there was a current map, and what roads are designated as such for this project. Einselen responded that he has the map files and will send it to all commission members following the meeting. Kearns asked about physical signs, to which Brier replied this is a digital project. Einselen added some counties have put up metal signs, but they have since faded.

Old Business

River Curriculum –

Eberly presented an overview of the proposed river curriculum workshops lead by Rod Williams. In summary, Williams leads a workshop that teaches teachers a river and water quality curriculum. Teachers attend these workshops from around the state and would receive points towards their certification. While there is no cost for the curriculum or for Williams time, there is a cost to provide lunches, and for stipends for the teachers. The stipends act as an incentive and are contingent on teachers taking the curriculum and implementing it into their classrooms, and then providing feedback.

Hacker started the conversation asking if it would be appropriate to designate money for a river curriculum program and potential stipends for the teachers. Arin Shaver asked if only counties along the Wabash would be eligible to receive stipends. Hacker replied yes.

Eberly noted that it would be on each county to utilize their own networks to get teachers excited about attending the program. Les Zimmerman described how he will promote the curriculum in Vermillion County and planned to start that Friday.

Bob Shepherd recommend $10,000 to be designated for the program. Hacker explained the $10,000 would be for three classes, one in each region of the Wabash. Between class costs and stipends, it should average out to around $3,500 per class. Doug Sundling asked what the individual stipend to each teacher would be. The commission debated anywhere from $100-$300 stipend per teacher.

Phil Cox asked if the curriculum would be Wabash specific, and if it could be even more specific to each region of the Wabash. There was debate about whether the curriculum could be modified, and how much that may cost. Shaver recommended creating a curriculum committee to follow-up on with Williams and ask him a multitude of questions.

Many debates occurred as to what the program could or could not do, to which Eberly brought back to two questions. First, does the commission want to move forward with such a program. If so, how much money should be designated for the program. Brier cautioned about handing out money right away after just hearing the presentation that very day. He did, however, encourage members to reach out and start the conversation.

Eberly asked if Shaver would chair a curriculum committee, to which she agreed. Hacker asked if he may be a part of the committee. Randy Lehman expressed interest in the committee. Jim Andrews volunteered Vanessa Rainwater. Carrie Parmenter volunteered to help as a SWCD member. Weinzapfel later recommended Phil Cox also work on the curriculum committee.

Einselen pointed out that summer, which is the ideal season to lead this workshop, is coming up fast. If the commission were interested, they would have to move quick. He then made a motion to designate $10,000 for three to four presentations, and to create the curriculum committee to follow-up with Williams and ask further questions. Shaver seconded the motion, and the commission voted to approve the money designation and committee creation.

It was noted the money is only designated, and that no immediate dates to spend this money are set. The consensus is to proceed carefully, and that any actual money spent will need its own, separate vote.

Shaver asked for questions that should be asked of Williams. The questions agreed upon are:

- Recommended stipend amount.
- Is the watershed adaptable to the Wabash?
- When is the money needed to move forward with a workshop?
- What is William's personal schedule, and when is he available?
- What would a day long curriculum look like?

She will reach out to Williams and report back at the next meeting.

Sponsorship Guidelines – The guidelines were discussed during the morning retreat at length. Eberly noted the commission consensus was to re-endorse the current guidelines and policies. Les Zimmerman motioned to renew the sponsorship guidelines as is, Weinzapfel seconded. Motion passed. No changes were made to the sponsorship guidelines.

Previous Funding Requests

- **2020 Wabash Riverfest-** No follow-up questions or comments. Shaver motioned to approve the $1,000 sponsorship for the 2020 Wabash Riverfest. Zartman seconded, and the motion passed.

- **De-Trash the Wabash-** No follow-up questions or comments. Zartman motioned to approve the $1,000 sponsorship for the De-Trash the Wabash event. Bill Knowles seconded, and the motion passed.

New Business

New Funding Requests

- **Clean Out the Banks-** Mike Beauchamp presented the event as president of the Wabash River Defenders. He shared a short video of the event. 2020 will be the 10th anniversary of the Clean Out the Banks event. To date, the group had pulled 5,000+ tires out of the river, and over 130 tons of trash in the 19.2 miles of river in Wabash County. 200-400 people volunteer for the event each year. Clean Out the Banks is on July 25, and the Defenders asked for $1,000 in sponsorship.

- **Wonderful Wabash-** Parmenter presented the event on behalf of the Posey County SWCD. The event is a 10.5-mile float on the Wabash River starting in Harmonie State Park. Education stations will be set-up on sandbars along the river. Lunch and t-shirts will be provided for the participants at the end. It is the 7th year for the event and they usually get around 100 people. Registration for participants is $10/person and renting a canoe is $25. Wonderful Wabash is on August 8 and the request is for $1,000.

- **Peddle, Paddle, Play-** Zartman presented the event on behalf of the Northeast Indiana Regional Coordinating Council (NIRCC). He described who the NIRCC are and that they promote and develop water trails over 10 counties and 3 watersheds in the northeast. This will be the 5th Peddle, Paddle, Play and the event will host a myriad of activities, fun and educational, both on the river and at Promenade Park. He noted the registration costs and said the funds raised will go towards promotional and educational materials for water trails in the northeast. Zartman, Beauchamp, and Hacker all noted that they had previously attended the event and that it was a wonderful time. Peddle, Paddle, Play is on July 18 and the request is for $1,000.

Announcements & General Reminders/Discussion

November WRHCC Meeting & Veteran's Day- Eberly noted that the November meeting falls on Veterans Day (Wednesday, November 11) which is a state holiday. He

then asked on what day the commission would like to reschedule that meeting. The commission agreed to move the November meeting back one day to Thursday, November 12 at 1:00pm.

Other county or special event announcements- Zartman asked where the next meetings will be held. Hurst answered the May meeting will be hosted in Vigo County. Brier added the other meetings will be in Miami County, Posey County, then Indianapolis to round out 2020. Kearns followed up with the tentative plans for the May meeting.

Cox announced that the Maple Syrup Fest in Parke County was the upcoming weekend on Mar 7-8.

Eberly said his crocus flowers were doing splendidly. Hurst was sure to note the comment and add it into the minutes.

Final comments by Commission members, alternates, and guests
Eberly thanked the DNR and hotel staff for a wonderful retreat.

Adjournment
Eberly called for a motion to adjourn the meeting. Hacker so moved, and Einselen seconded. The motion passed and the meeting adjourned at 2:33 pm.

Next Meeting: CANCELLED

48686 Wabash River Heritage Corridor Fund

FY20 as of
12/31/2019

Account	Description	Expense	Revenue
431401	AD - Oil and Gas royalty along		$ 126,708.13
510101	Payroll Salaries & Wages	$ 3,608.15	
516003	Payroll Social Security	$ 268.67	
517003	Payroll Perf St Pd Em COntr	$ 108.24	
517005	Payroll PERF State Share	$ 404.09	
518105	Anthem CDHP1	$ 394.20	
518606	Payroll Life Insurance	$ 5.38	
518796	Payroll Anthem Dental Trad	$ 19.10	
518800	Anthem Vision	$ 3.06	
518901	Payroll Employee Assistance	$ 0.72	
519006	Payroll Long Term Disability	$ 46.39	
519503	Payroll Def Comp - StateMatch	$ 24.95	
519722	HSA Health Savings Acct 2	$ 41.13	
541002	Mot Veh Ex - Gasoline	$ 43.35	
546002	Off-Office Supplies	$ 259.70	
571010	Grants - Cities		
571100	Grants - Counties		
595110	InState Travel - Mileage	$ 1,429.56	
595180	InState Travel - Board Member	$ 2,368.66	
599036	AdmOp-PostageMeter/Potage	$ 249.24	
599116	AdmOp-Event Sponsor	$ 2,750.00	
750007	Approp Tfr - OUT		

Total FY19 Expense To Date:		**$ 12,024.59**

Fund Balance:		
	7/1/2019	92,657
FY19 revenues		126,708
FY19 Expenses		12,025
balance as of 12/31/2019		**207,341**

DNR payroll	$	4,924.08
travel costs	$	3,798.22
sponsorships	$	2,750.00
operating	$	552.29
Grants	$	-
Total	**$**	**12,024.59**

WEIGHTS AND MEASURES MONTHLY REPORT

State Form 44196 (R2/10-99)

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

INDIANA
A State that Works

Inspector: Patrick Scowden Jurisdiction: Tippecanoe Date: 16-Jun to 15-Jul 2017

	STATISTICAL			
INSPECTION ACTIVITIES	Correct	Rejected	Confiscated	TOTAL
SCALES				
Vehicle - State Police				0
Vehicle - State Inspection				0
Vehicle - City or County	1			1
Railroad Scales				0
Belt Conveyor Scales				0
Livestock Scales				0
Portable & Dormant Scales	3			3
Hopper Scales				0
Computing Scales	51			51
Suspension Scales	15			15
Prescription Scales	13			13
Gram Scales				0
Non-Commercial Scales				0
MEASURING DEVICES				
LPG Meters				0
CNG Meters				0
Vehicle Truck Meters				0
Gasoline, Kerosene, Diesel Tests	159			159
High Flow Diesel Tests				0
Mass Flow Meters				0
Taxi Meters				0
Timing Devices				0
CALIBRATIONS AND TESTS				
Commercial Weights				0
Prescription Weights	151			151
Wheel Weighers				0
Test Weights				0

NARRATIVE

(Explain Miscellaneous Tests and Activities)

Liquid Measures				0
Linear Measures				0
Miscellaneous				0
OTHER ACTIVITIES				
Packages Checked				0
Packages Controlled				0
LP Gas Cylinders				0
Octane samples				0
Measuregraphs				0
Misc. Determinations				0
GRAND TOTAL	393	0	0	393

TIPPECANOE COUNTY BUILDING COMMISSION

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

Permit	Date	Property Owner *Improvement*	Address	Lot	Subdivision	Township	Key Number State Key Number
20-07	6/1/20	Les Tuttle *1 story/slab/AG/no deck or porch*	9708 White St			Lauramie	79-16-23-404-016.000-018
39100	6/1/20	Kirk Underhill *1 Story/Partial Finished Bsmt/AG/open porch/no deck*	3807 N 750 E		4-23-3	Perry	112-00400-0031 79-08-04-200-005.000-009
39101	6/1/20	Charles Lee Walker *Demo 24x70*	1839 S 950 W			Shelby	
39102	6/1/20	Robert & Gloria Fallon *interior remodel of bath*	4830 SR25 N		36-24-4	Washington	79-09-03-100-005.000-014 138-03200-0073
39103	6/1/20	Robert Hall *14x41 addition/14x16 open porch*	5211 Goldersgreen Dr	191	Brookfield Heights 19-23-3	Perry	79-03-36-200-004.000-027 114-03817-0235
39104	6/1/20	Jeffrey & Bailey Medley *10x14 shed*	7709 Peshewa Dr		RR-22-3	Sheffield	79-08-19-326-018.000-010 118-03700-0334
39105	6/1/20	Jeffrey & Bailey Medley *14x18 open porch/lanai*	7709 Peshewa Dr		RR-22-3	Sheffield	79-12-42-720-025.000-012 118-03700-0334
39106	6/1/20	Donnie & Steph Fahler *pool house*	5821 Prophets Rock Rd	3	Rider Manor	Tippecanoe	79-12-42-720-025.000-012 124-03912-0030
39107	6/2/20	Bogert Construction *2 story/slab/AG/no deck/open porch*	4659 Abbeyville Dr	160	Concord Ridge 14-22-4	Wea	79-03-27-251-009.000-017
39108	6/2/20	John & Connie Hughes *9x20 addition*	3616 Indian Creek Dr	12A	Indian Creek 3-23-5	Wabash	79-11-14-403-026.000-030
39109	6/2/20	Adam Pickett *6x12 pergola*	882 Percheron Pl	151	Hawthorne Lakes 30-23-3	Perry	79-06-03-322-013.000-022
39110	6/2/20	John Whitlock *50x60 pole barn/16x32 pool/200amp service*	7583 Boiler Ct		33-23-3	Perry	79-08-30-452-029.000-009 112-03300-0871
39111	6/2/20	Chris Robertson *10x14 shed*	2719 Glastonbury Way	103	Avalon Bluff 15-22-4	Wea	79-08-33-200-010.000-009
39112	6/3/20	Michael & Ann Amato *24x56 pole barn w/200amp service/demo existing house*	4605 Taft Rd	2	Speedie SD 35-24-5	Wabash	79-11-15-404-019.000-030 134-08309-0020
39113	6/3/20	David Thompson & Nancy Hathaw *12x16 open porch & 12x8 deck*	230 Spring Valley Ln		21-23-5	Wabash	79-02-35-151-010.000-023 132-02200-0341
39114	6/3/20	Jeff Clark *16x24 barn*	11516 Fox Ave	3	Romney Leaming 20-21-4	Randolph	79-06-21-300-009.000-022 116-03600-0058
39115	6/3/20	Jordan Custom Homes *2 story/partial finished basement/AG/deck/open porch*	11617 S 700 E		21-21-3	Lauramie	79-15-20-302-003.000-011 79-16-21-300-003.000-007

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39116	6/3/20	Jordan Custom Homes *1 story/slab/AG/no deck or porch/*	3671 Tesla Dr	71	Lindberg Village 10-23-5	Wabash	132-01509-0207 79-06-10-376-018.000-022
39117	6/5/20	Jordan Custom Homes *1 Story/slab/AG/no deck or porch*	3661 Tesla Drive	70	Lindberg Village 10-23-5	Wabash	132-01509-0196 79-06-10-376-017.000-022
39118	6/3/20	Jordan Custom Homes *1 story/slab/AG/no deck or porch*	3691 Tesla Dr	73	Lindberg Village 10-23-5	Wabash	132-01509-0229 79-06-10-376-020.000-022
39119	6/4/20	Elvis & Sue Daniels *remodel/addition/open porch*	3319 SR26 W		15-23-5	Wabash	132-02000-0475 79-06-15-251-003.000-022
39120	6/4/20	Daniel & Sarah Flaherty *Finish basement*	85 Chattan Dr	168	Harrison Highlands 19-24-4	Tippecanoe	79-03-19-477-022.000-017
39121	6/4/20	Majestic Custom Homes *1 Story/Slab/AG/open porch/no deck*	2306 Scoria Ct	290	Stones Crossing 15-22-4	Wea	79-11-15-126-002.000-031
39122	6/4/20	David Rose *convert screen porch to living space*	4414 Fiddlesticks Dr	104	Fiddlesticks 17-22-4	Wea	146-05526-0494 79-11-17-176-007.000-031
39123	6/5/20	Edward Slayton *30x32 Pole Barn*	8490 N 350 W		10-24-5	Wabash	132-03700-0106 79-02-10-300-004.000-022
39124	6/5/20	Jon Biggs *14x30 detached garage*	455 E 500 N	2	Biggs Minor SD 32-24-4	Tippecanoe	79-03-32-126-008.000-018
39125	6/5/20	Majestic Custom Homes *2 story/slab/AG/no deck or porch*	4302 Magus Ct	242	Stonehenge 34-24-5	Wabash	79-02-34-407-024.000-022
39126	6/5/20	Majestic Custom Homes *1 story/slab/AG/no deck/open porch*	4397 Hayloft Dr	182	Auburn Meadows 31-24-4	Wabash	79-03-31-251-039.000-023
39127	6/5/20	Aaron Patton *12x14 Deck*	3913 US52 W		3-23-5	Wabash	132-01200-0813 79-06-03-300-009.000-022
39128	6/5/20	Matthew Hitze *2 story detached garage (22x30)*	4645 Nottingham Dr	35	Stratford Glen 18-22-4	Wea	144-02114-0076 79-11-18-426-020.000-030
39129	6/5/20	Melissa Smith *18x40 Inground Diving Pool w/cover & slide*	4713 Haven Ct	11	Westridge 35-24-5	Wabash	134-08306-0078 79-02-35-176-015.000-023
39130	6/5/20	Bill & Karla Shelton *Deck*	2120 Ironbridge Ct	19	Bridge Mill 12-23-4	Fairfield	106-04917-0183 79-07-12-452-004.000-003
39131	6/5/20	Trent & Judy Butler *14x24 Shed*	3416 Applewood Place	13	Montmorenci 6-23-5	Shelby	120-06400-0012 79-06-06-400-012.000-014
39132	6/5/20	William Banes *16x24 detached garage*	5722 SR25 S		23-22-6	Wayne	140-02600-0180 79-09-23-400-010.000-028

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39133	6/8/20	KHI *1 Story/Slab/AG/open porch/no deck*	7320 E 460 S		RR-22-3	Sheffield	79-12-41-710-025.000-012
39134	6/8/20	KHI *2 Story/Slab/AG/open porch/no deck*	7340 E 460 S		RR-22-3	Sheffield	
39135	6/9/20	William & Raynae Blair *18x24 Open Porch*	7806 S 250 E			Wea	144-03700-0404 79-11-34-300-007.000-030
39136	6/9/20	Myraid Properties LLC *Fill*	corner of 350 S & 500 E		12-	Wea	79-11-12-200-005.000-031
39137	6/9/20	Allen & Carolyn Lamberson *Expand Egress Window*	64 Fairfieldview Ct	1	Brookfield Heights 19-23-3	Perry	114-03812-0152 79-08-19-300-031.000-010
39138	6/9/20	Tom Darnell *12x16 Shed*	7990 Spain Ct	1	Haggerty Hollow 4-22-3	Sheffield	118-00404-0011 79-12-04-226-006.000-012
39139	6/10/20	Marcus & Brandi Beck *1 Story/Partial Finished Bsmt/AG/no deck or porch*	10112 S 700 E		17-21-3	Lauramie	110-01700-0148 79-16-17-200-005.000-007
39140	6/10/20	Adrian Holdcraft *36x56 Pole Barn*	1645 W 800 S		1-21-5	Randolph	116-02100-0260 79-14-01-100-006.000-011
39141	6/10/20	Dave & Sandy Collier *Demo Existing In-ground Pool*	3621 Hickory Lane	53	Woodcliff Acres	Washington	138-03103-0115
39142	6/10/20	Aaron Hutsell *12x20 Shed*	3660 Old US231 S		7-22-4	Wea	146-04500-0321 79-11-07-276-004.000-031
39143	6/11/20	Citation Homes *1 Story/Slab/AG/open porch/no deck*	7615 Adams Road	1	Adams Road Estates 9-22-3	Sheffield	118-00900-0241 79-12-09-200-002.000-012
39144	6/11/20	Edward & Stephanie Smith *12x16 Open Porch*	663 N Admirals Point Trail	153	Raineybrook 18-22-4	Wea	144-02110-0168 79-11-18-329-012.000-030
39145	6/11/20	Evan Deyoung *24x31 Addition*	1325 Shootingstar Way	36	Meadowgate Estates 28-24-4	Tippecanoe	79-03-28-326-009.000-017
39146	6/12/20	Mike & Gypsi Waber *Addition to existing house*	1206 S 950 W		34-23-6	Shelby	120-03800-0027 79-05-34-100-002.000-014
39147	6/12/20	Ken Neuendank *1 Story/unfinished bsmt/AG/open porch/no deck*	5604 Morehouse Rd	3	Hill Valley 26-24-5	Wabash	79-02-26-100-012.000-022
39148	6/12/20	Mark Glass *Fire Restoration*	8925 Railroad Street	4	Cooper Addition 5-21-3	Lauramie	110-09700-0024 79-16-05-476-007.000-007
39149	6/12/20	Raymond & Cindy Bowers *1 Story/Slab/AG/open porch/no deck*	4500 Abbeyville Drive	79	Concord Ridge 14-22-4	Wea	79-11-14-402-026.000-030

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39150	6/15/20	Ron Buchanan *Demo house trailer*	6714 E 75 S		30-23-5	Wayne	140-01400-0203
39151	6/17/20	Jeff & Kelly Hindsley *10x16 open porch - VOID*	6437 E 900 S		** VOID - setback issues ** 8	Lauramie	79-06-30-329-001.000-028 110-00801-0013
39152	6/16/20	Dennis & Joellen Lee *16x24 Room Addition*	8020 N Meridian Line Rd		7-24-4	Tippecanoe	79-16-08-100-004.000-007 124-02000-0456
39153	6/16/20	Milakis Homes *2 story/unfinished basement/AG/no deck or porch*	4988 Newcastle Rd	1	Black Walnut 17-22-3	Sheffield	79-03-07-400-009.000-017
39154	6/17/20	Karissa Heckman *Residential Pole Barn w/16x15 open porch*	1181 W 800 S		1-21-5	Randolph	79-12-43-730-024.000-012
39155	6/17/20	Christina Gomez *14x14 Open Porch*	2575 Glastonbury Way	115	Avalon Bluff 15-22-4	Wea	79-14-01-200-014.000-011
39156	6/18/20	DJS Farms / Dwight Sheets *144x66 pole barn*	5131 W 200 S		5-22-5	Wayne	79-11-15-404-031.000-030 140-00100-0029
39157	6/18/20	Anthony & Mollie Newman *20x34 inground pool*	72 Scarborough Ct	28	Brookfield Heights 19-23-3	Perry	79-10-05-200-001.000-028 144-03812-0020
39158	6/19/20	Jordan Custom Homes *2 story/finished basement/AG/no deck/open porch*	490 Gainsboro Dr	61	Oak Ridge 29-24-4	Tippecanoe	79-08-19-300-018.000-010
39159	6/19/20	Jordan Custom Homes *1 story/slab/AG/no deck/open porch*	4718 Leeward Ln	97	Concord Ridge 14-22-4	Wea	79-03-29-401-034.000-018
39160	6/19/20	Jomil Villasmil *9x26 Deck*	5188 Flowermound Drive	67	Winding Creek 30-24-4	Tippecanoe	79-11-14-403-023.000-030 126-06200-0218
39161	6/19/20	George & Barbara Kershner *12x16 Shed*	4502 Shafer Drive	4	Shafers Acres 36-24-4	Washington	79-03-30-426-004.000-018 138-03202-0049
39162	6/22/20	Citation Homes *1 story/slab/AG/no deck/open porch*	2800 Three Meadows Dr	16	Three Meadows 14-23-5	Tippecanoe	79-03-36-176-023.000-027
39163	6/22/20	Alex Montgomery *30x40 detached garage w/7x40 open porch*	7446 Doe Valley Tr		28-24-3	Washington	79-06-14-155-016.000-023 138-02100-0029
39164	6/22/20	Ron & Brenda Lambert *24x30 attached garage*	8831 SR43 N		10-24-4	Tippecanoe	79-04-28-100-002.000-027 124-02300-0211
39165	6/23/20	Jeremiah Brown *21' above ground pool w/removable ladder*	2320 Natalie Ln	13	Watkins Glen 11-23-4	Fairfield	79-03-10-100-008.000-017 106-04811-0047
39166	6/23/20	Domino's/A& M Pizza Real Estate I *Multi-Tenant Commercial Bldg - 1 buildout only*	3504 Paramount Drive		Paramount-Lake Shore 2-23	Wabash	79-07-11-426-005.000-003

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39167	6/23/20	Sergio Vega *Interior Remodel & Electric Upgrade*	6919 Virginia Street	3 & 4	Emricks & Hurshs Addn 24-2	Washington	138-01400-0064 79-04-24-103-012.000-027
39168	6/23/20	Anna Marlatt & Jacob Riley *Interior Remodel*	9737 E 800 S		2-21-3	Lauramie	79-16-02-200-008.000-007
39169	6/23/20	Bruce & Cindy Felix *1 story/finished basement/AG/deck/open porch*	3405 N 1025 E		1-23-3	Perry	79-08-01-300-006.000-009
39170	6/24/20	Steve & Susan Arndt *8x16 Deck*	6909 Navigator Dr		30-23-5	Wayne	140-01400-0456 79-06-30-351-003.000-028
39171	6/24/20	Tippecanoe County Conservation C *Fill for gun range*	Across from 2799 Conservation Cl		10-23-4	Fairfield	106-03600-0032 79-07-10-804-005.000-003
39172	6/25/20	Dylan Marsh *Deck*	60 Chickadee Ct	100	Raineybrook 18-22-4	Wea	144-02104-0064 79-11-18-377-007.000-030
39173	6/26/20	Gerald & Jessica Beck *14x35 in-ground pool w/auto cover/no slide or dive/200amp service*	5845 Poinsettia Dr	2	Poisel Estates SD 30-23-3	Perry	79-08-30-226-019.000-009
39174	6/26/20	Tempest Homes *2 story/partial finished basement/AG/no deck or porch/*	561 Bearsden Ln	17	Barrington Woods 29-23-3	Perry	79-08-29-151-017.000-009
39175	6/26/20	Tempest Homes *1 story/slab/AG/no deck/open porch/*	339 Finsbury St	142	Barrington Woods 29-23-3	Perry	79-08-29-151-074.000-009
39176	6/26/20	Jonathan & Wendy Townsend *40x64 pole barn/existing electric*	1407 E 750 S		33-22-4	Wea	144-03600-0108 79-11-33-300-002.000-030
39177	6/29/20	John Nicholls *24x30 Pole Barn w/open porch*	7622 S 250 E		34-22-4	Wea	144-03700-0415 79-11-34-300-008.000-030
39178	6/29/20	Milestone Contractors/Heritage Lar *Fill*	3619 N 500 E		6-23-3	Perry	112-00600-0095 79-08-06-100-002.000-009
39179	6/29/20	Jeff Lee Builders *2 story/finished basement/AG/deck/open porch*	1021 E 800 N		Scat Lot 16-24-4	Tippecanoe	
39180	6/29/20	Andrew Running *Finish Basement*	878 Commodores Cr	218	Raineybrook 18-22-4	Wea	144-02100-0596 79-11-18-353-006.000-030
39181	6/30/20	William & Harriet Cook *Deck & Pergola 18x15*	4913 Hawthorne Ridge Dr	3	Hawthorne Ridge 31-24-4	Wabash	134-07901-0032 79-03-31-126-004.000-023
39182	6/30/20	Joe Kerkhoff *30x60 pole barn w/ 10x60 leanto*	7298 E 100 N		16-23-3	Perry	112-01600-0514 79-08-16-300-008.000-009
39183	6/30/20	John Brand / Crossroads Foundatic *80x120 pole barn w/internal office*	6274 E 375 S		8-22-3	Sheffield	118-00800-0418 79-12-08-300-004.000-012

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39184	6/30/20	James Cress *50x80 pole barn w/10x80 open porch*	786 N 400 W		21-23-5	Wabash	79-06-21-200-010.000-022
39185	6/30/20	BillyJack & Amber Smith *10x16 shed*	7232 S 350 E		35-22-4	Wea	144-03800-0590 79-11-35-100-006.000-030
E11042	6/2/20	James & Kathryn Weedon *upgrade 200amps*	7025 E 100 N		21-23-3	Perry	112-02100-0465 79-08-21-100-005.000-009
E11043	6/3/20	Sam Gardner *Convert Service to Underground*	1938 N 900 E		15-23-3	Perry	112-01500-0141 79-08-15-200-002.000-009
E11044	6/4/20	Rick Geisler *200amp upgrade*	3526 Indianbrook Dr	17	Indian Brook	Wea	146-04502-0176 79-11-07-228-007.000-031
E11045	6/5/20	James & Julie Dowell *upgrade to 200amps*	4029 W 150 N		16-23-5	Wabash	132-02100-0265 79-06-16-200-008.000-022
E11046	6/8/20	Alexandra Hodson *Upgrade to 200 amp service*	1551 Crestwood	24	Mennen 16-22-4	Wea	146-05403- 79-11-16-403-001.000-031
E11047	6/8/20	Phil Rayman *Roof-Mounted Solar System*	3274 Mikkola Ct	250	Blackthorne 3-23-5	Wabash	79-06-10-201-065.000-022
E11048	6/8/20	Phillip Denham Jr *Upgrade existing 200amp service*	5131 SR25 S		5-22-6	Wayne	140-04200-0615 79-09-45-550-028.003-028
E11049	6/11/20	Trina Gaskin *Replace 100amp Panel*	6846 Old SR25 N		20-24-3	Washington	138-01300-0598 79-04-20-200-014.000-027
E11050	6/12/20	Kip Granson *Upgrade Service*	6408 Wea Woodland Drive	16	Wea Woodlands 30-22-4	Wea	144-03300-0210 79-11-30-276-016.000-030
E11051	6/15/20	Tippecanoe County / Hawk Enterpr *200amp street light service*	NW Corner of Klondike & Cumberl		11-23-5	Wabash	
E11052	6/15/20	Tyler & Chelsea Musser *Overhead Service changed to Underground*	7939 N County Line Rd W		10-24-6	Shelby	120-04800-0204 79-01-15-100-006.000-014
E11053	6/15/20	Cathy Morrison *upgrade 200amp panel*	2517 Natalie Ln	11	Watkins Glen 11-23-4	Fairfield	106-04803-0011 79-07-11-278-008.000-003
E11054	6/16/20	Throckmorton Purdue AG Center *Service for existing barn*	10221 S 100 E		17-21-4	Randolph	116-00800-0174 79-15-17-400-004.000-011
E11055	6/23/20	Ted Bramer *new 100amp service to pole barn*	1246 N 500 W	1	Flatwoods 17-23-5	Shelby	120-00600-0565 79-06-17-400-011.000-014
E11056	6/19/20	Jose Hernandez *re-energize 200amps*	415 Indian Bead Rd	1	Ruff Acres 30-22-4	Wea	144-03204-0100 79-11-30-451-001.000-030

TIPPECANOE COUNTY BUILDING COMMISSION

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

Permit	Date	Property Owner *Improvement*	Address	Lot	Subdivision	Township	Key Number State Key Number
E11057	6/19/20	Janet Scarcelli *upgrade to 200amps*	3305 Soldiers Home Rd	43	Indian Village 5-23-4	Wabash	134-05507-0171 79-07-05-329-004.000-023
E11058	6/19/20	Point West II *re energize 200amps*	31 Point West II	31	Point West II MHP 10-23-5	Wabash	134-06700-0090 79-06-10-276-002.000-023
E11059	6/19/20	Point West II *re energize 200amps*	44 Point West II	44	Point West II MHP 10-23-5	Wabash	134-06700-0090 79-06-10-276-002.000-023
E11060	6/19/20	Point West II *re energize 200amps*	154 Point West II	154	Point West II MHP 10-23-5	Wabash	134-06700-0090 79-06-10-276-002.000-023
E11061	6/19/20	Point West II *re energize 200amps*	315 Point West II	315	Point West II MHP 10-23-5	Wabash	134-06700-0009 79-06-10-276-002.000-023
E11062	6/22/20	Roger & Linda Mussche *new 200amp service to barn*	2330 E 700 S		27-22-4	Wea	79-11-27-300-014.000-030
E11063	6/23/20	INDOT *new traffic signal/200amps*	NW Corner of SR26 & 900 E		22-23-3	Perry	
E11064	6/26/20	Hawthorne Homes / Modernaire MI *upgrade 200amps*	4430 Old SR25 N Lot #32	32	Modernaire MHP 35-24-4	Washington	138-03100-0030 79-03-35-426-002.000-027
E11065	6/26/20	Omayma Abraham *replace 200amp panel*	5220 N 225 W		26-24-5	Wabash	132-04600-0207 79-02-26-400-005.000-022
E11066	6/29/20	Michael Gibson / Gibson's Shaved *repair mast/meter base/200amps*	1902 US52 W		1-23-5	Wabash	
E11067	6/29/20	Robert Woosley *relocate meter base/200amp*	95 Harvest Dr E	53	Heritage Estates 19-23-3	Perry	114-03803-0293 79-08-19-378-016.000-010
E11105	6/17/20	Ted Bramer *new 100amp service to pole barn*	12146 N 500 W	1	Flatwoods 17-23-5	Shelby	120-00600-0565 79-06-17-400-011.000-014

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