Tippecanoe County Board of Commissioners

Meeting
Monday, September 21, 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/or https://www.youtube.com/channel/UCJleeA9ZQo9EllGdZTdjurQ

I. PLEDGE OF ALLEGIANCE

II. APPROVAL OF MINUTES

Board of Commissioners Meeting Tuesday, September 8, 2020
OCRA Phase I and Phase II Funding Meeting September 8, 2020

Documents:

AGENDA09212020MINUTESFROM09082020BOARDOFCOMMISSIONERS.PDF
AGENDA09212020MINUTESFROM09082020OCRAPHASE1.PDF
AGENDA09212020MINUTESFROM09082020OCRAPHASE2.PDF

III. PRESENTATION OF ACCOUNTS PAYABLE VOUCHERS- PAULA BENNETT

IV. PRESENTATION OF PAYROLL- PAULA BENNETT

V. PROCLAMATIONS

Bike Month & Bike to Work Day 2020 Proclamation

Documents:

AGENDA09212020BIKEMONTHANDBIKETOWORKDAY2020PROCLAMATION.PDF

VI. ORDINANCE NO 2020-15-CM

Withdrawing Assignment of Jurisdiction to Dayton Redevelopment Commission

Documents:

AGENDA09212020ORDINANCENO2020-15-CM.PDF

VII. GRANTS- SHARON HUTCHISON

Documents:

AGENDA09212020GRANTS.PDF

VIII. TEMA - SMOKEY ANDERSON

Approval of 2020 LEPC Plan

Documents:

AGENDA09212020TEMAEMERGENCYPLANNINGCOMMITTEE.PDF

IX. PROFESSIONAL SERVICES AGREEMENT WITH GREELEY AND HANSEN LLC - TRACY BROWN

Documents:

AGENDA09212020GREELEYANDHANSENLLCCONTRACT.PDF
AGENDA09212020GREELEYANDHANSENLLCCLIMATEACTIONPLANROADMAP.PDF

X. PROFESSIONAL SERVICES AGREEMENT WITH SCHNEIDER GEOSPATIAL - TOM MURTAUGH

Documents:

AGENDA09212020SCHNEIDERGEOSPATIALCONTRACT.PDF
AGENDA09212020ADDITIONALTERMSANDCONDITIONS.PDF

XI. CASH RENTAL AGREEMENTS

- Cropland Cash Rental Agreement - Gary D Brown
- Pasture Cash Rental Agreement - Horstman Cattle Co., LLC

Documents:

AGENDA09212020GDBFARMSCROPLANDCASHRENT.PDF
AGENDA09212020HORSTMANNPASTURECASHRENTPDF.PDF

XII. CHANGE ORDER FOR COURT ROOM RENOVATIONS PROJECT

Quality Plumbing & Heating; change order 903-002

Documents:

AGENDA09212020COURTHOUSECHANGEORDERQUALITYPLUMBINGHEATING.PDF

XIII. UNFINISHED/NEW BUSINESS

XIV. REPORTS ON FILE

- Clerk
- Crystal Creek Kennel
- Jail Inspection Report
- Low Cost Spay / Neuter Clinic
- Park and Recreation Board

- Treasurer
- Weights & Measures

Documents:

AGENDA09212020REPORTSONFILETREASURER.PDF
AGENDA09212020TIPPECANOECOUNTYJAIL2020INSPECTIONREPORT.PDF
AGENDA09212020LOWCOSTSPAYNEUTERCLINICSTATISTICREPORT.PDF
AGENDA09212020CLERKMONTHLYREPORTAUGUST2020.PDF
AGENDA09212020CRYSTALCREEKJUNE2020ACTIVITYREPORT.PDF
AGENDA09212020PARKANDRECBOARDMEETINGAGENDA09092020.PDF
AGENDA09212020WEIGHTSANDMEASURESREPORTSEPT2020.PDF

XV. 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

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

Tuesday, September 8, 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 led the Pledge of Allegiance

II. APPROVAL OF MINUTES from Monday, August 17, 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 August 21, 2020, through September 8, 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 payrolls from August 21, 2020 and September 4, 2020 were recommended for approval without exception.

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

V. PROTECT GREATER LAFAYETTE PARTNER PLEDGE – Tom Murtaugh

The Protect Greater Lafayette Partner Pledge is between Lafayette, West Lafayette, Purdue, and Tippecanoe County. The Pledge outlines preventative measures these government entities will follow, to help prevent the spread of COVID-19. These measures include handwashing, frequent disinfecting, wearing face coverings, social distancing, encouraging wellness screenings, promoting contact-free services, and following directives issued by governmental and public health officials.

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

VI. AREA PLAN – Sallie Fahey

A. ORDINANCE 2020-13-CM: a rezoning request from NB to R3 for Wabash Commons, Wabash 2 (NE) 23-5.

- Commissioner Byers moved to consider ORDINANCE 2020-13-CM, second by Commissioner Murtaugh.

Joe Hall, Development Manager for Wallick Communities (petitioner), requesting rezoning of 5.22 acres on the west side of Paramount Drive, for a proposed 60-unit, three building multi-family development known as Wabash Commons. The 60 units in this development will be rent-restricted housing, with 8 of these units being open for

Section 8 rental vouchers. The income guidelines will range from $23,000 - $60,000, with rent ranging from $350 - $975.

President Brown called for the vote:

- Auditor Plantenga recorded the vote:

Commissioner Brown	Y
Commissioner Murtaugh	Y
Commissioner Byers	Y

Ordinance 2020-13-CM passed with a vote of 3-0.

B. ORDINANCE 2020-14-CM
UZO Amendment #97 Business Park & Gateway Directory Signs

- Commissioner Murtaugh moved to consider ORDINANCE 2020-14-CM, second by Commissioner Byers.

This amendment would update the sign section of the Unified Zoning Ordinance and would add a new category of signage for business parks and gateway directory signs. The amendment also defines what constitutes a business park and creates parity with standalone business lots.

President Brown called for the vote:

- Auditor Plantenga recorded the vote:

Commissioner Murtaugh	Y
Commissioner Byers	Y
Commissioner Brown	Y

Ordinance 2020-14-CM passed with a vote of 3-0.

C. Addendum to Traffic Counting Contracts for work in Carroll County

Due to the impact of COVID-19, the individuals completing traffic counts were unable to complete the 65 counts needed by the contract deadline. The addendum to the contract will extend the contract into the 2020 grant cycle and allow for the completion of the remaining traffic counts.

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

VII. HIGHWAY – Stewart Kline presented and recommended:

A. LPA Consulting Design Contract with Beam, Longest and Neff, LLC- Engineering Design Services for Tippecanoe County Bridge 527 Old US 231 over Wea Creek Replacement Project. The contract includes design, geotechnical investigations, and right-of-way engineering, not to exceed $431,000.
   - Commissioner Murtaugh moved to approve the contract as presented, second by Commissioner Byers. Motion carried.

B. Amendment #7 with Strand Associates- Design Services for Lindberg Road from McCormick Road to Klondike Road, for an increase of $7,500 for permits.
   - Commissioner Byers moved to approve the amendment as presented, second by Commissioner Murtaugh. Motion carried.

C. Supplemental Agreement #2 with DLZ Indiana LLC for the Morehouse Road Project due to an increase in rights-of-way, 5 additional permanent parcels and 23 temporary parcels for an increase of $90,400.

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

D. Utility Agreement with Vectren for Tippecanoe County Lindberg Road Project in the amount of $180,994.30
- Commissioner Byers moved to approve the agreement as submitted, second by Commissioner Murtaugh. Motion carried.

E. Continuation Certificate- Berry IT, LLC for $5,000 for work in County right-of-way.
- Commissioner Murtaugh moved to approve the certificate as submitted, second by Commissioner Byers. Motion carried.

VIII. WIC – Alicia Keen presented and recommended:

Lease Agreement and Addendum with Brad and Barbara Neihouser for a 3-year time period. The lease is a renewal of the current lease in place for the WIC office located at 324 N. 25th Street.

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

IX. TREASURER – Jennifer Weston presented and recommended:

Banking Services Agreement with First Merchants Bank to continue primary banking services. The agreement goes from September 15, 2020 through September 15, 2022.

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

X. SHERIFF – Attorney Doug Masson presented and recommended:

Agreement between Tippecanoe County, City of West Lafayette, and Purdue University concerning the Purchase of Public Safety Software and Services from Colossus Inc. The agreement allows the County to enter into an agreement on behalf of all three parties. The software provided will be the Jail Management Software (JMS), Records Management Software (RMS), and Computer Aided Dispatch software (CAD). Included in the Agreement packet are Exhibits A & B which are the contracts and payment schedule for the software.

Commissioner Brown clarified that for this meeting, all that is being approved is the MOU between the three parties and not the contract with Caliber Public Safety. Upon receipt of a signed MOU from all three entities, then the purchase Contract with Caliber will be signed and submitted.

- Commissioner Byers moved to authorize execution of MOU in substantial form as presented, second by Commissioner Murtaugh. Motion carried.

XI. HUMAN RESOURCES – Shirley Mennen presented and recommended:

Updating the Overtime and Compensatory Time Policy section 3.10 of the Personnel Policy Handbook, to provide clarification on the current policy. The handbook listed the Department of Labor maximum of 240 hours but did not list the Commissioners preferences.

The updated policy provides direction to the Department Heads to monitor the accrual of Compensatory time and set a limit of no more than 100 hours before monetary compensation will be required.

Attorney Masson stated that since the Comp hours are decreasing from 240 hours down to 100 hours, he would recommend a transition period for policy implementation. The policy

update will take effect July 21, 2021. Department heads will have until this date to reduce their employees Comp time to comply with the new maximum allowable hours.

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

XII. GRANTS – Sharon Hutchison presented and recommended:

Permission to Apply for Grants:

A. Health Department for $90,000 from Indiana State Department of Health for HIV Preventative program.
   - Commissioner Byers moved to approve the agreement as presented, second by Commissioner Murtaugh. Motion carried.

B. Health Department for assistance from Indiana State Department of Health for STD program.
   - Commissioner Byers moved to approve applying for the grant as presented, second by Commissioner Murtaugh. Motion carried.

Permission to Accept Grants funds:

A. Commissioners from the Indiana Office of Community and Rural Affairs (OCRA) thru the Federal funding of Covid-19 Response Program, in the amount of $250,000. The grant will be used to supply eligible applicants support for economic recovery activities including grants to retain low-to-moderate income jobs. A public hearing will immediately follow this Commissioner meeting.
   - Commissioner Byers moved to accept the grant as presented, second by Commissioner Murtaugh. Motion carried.

B. DOIT from the Indiana Department of Homeland Security for SHSP funding of Cybersecurity investment. This will help to upgrade capacity by adding storage at each physical location, with higher quality and longer retention rate, in the amount of $45,000.
   - Commissioner Murtaugh moved to accept the grant as presented, second by Commissioner Byers. Motion carried.

MOU/Contract:

Youth Services for three contractors to be Tutors at Jefferson High school funded through the JDAI 20-21 Grant. This will provide tutoring to youth who are at risk of suspension or expulsion due to non-attendance at school.

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

XIII. CHANGE ORDERS FOR FAIRGROUNDS PROJECT

Change order #6 with Brenneco to omit 4 water coolers, provide and install 2 Elkay EZH20 Bottle Filling Station Surface mount bottle fillers for a decrease of $1,200. Included in the change order is the relocation of one hose bib and changing 2 bibs to frost proof, for an increase of $1,080 for an overall change order decrease of $120

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

Change order with Denny Excavating to crush concrete foundation and slabs from demolished buildings to leave on site for aggregate base, for an increase of $2,000.

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

Change order with Shepler Construction to provide and install green liner panel on the north interior wall of the Gallery from the top of CMU to the ceiling for an increase of $14,400.

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

XIV. UNFINISHED/NEW BUSINESS - None

XV. REPORTS ON FILE

-Tippecanoe County Public Library
-Tippecanoe County Building Commission
-Tippecanoe County Weights and Measures
-Area IV Rural Transportation 2nd Quarter Report

XVI. PUBLIC COMMENT

Sallie Fahey, Area Plan Executive Director, mentioned the upcoming closure of the 2020 Census. She stated how important the response to the Census affects the county government. She requested the Commissioners send out a reminder email to all County employees to complete the survey. She offered to help with the wording of the email if needed.

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 09/21/2020

Minutes prepared by Jennifer Wafford, Recording Secretary

Tippecanoe County Board of Commissioners

OCRA Public Hearing

Meeting Minutes

Tuesday, September 8, 2020
11:00 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: Sharon Hutchison, Commissioners' Assistant Paula Bennett, and Recording Secretary Jennifer Wafford.

I. CALL THE MEETING TO ORDER – President Brown

II. OCRA PHASE 1 FUNDING

The Office of Community and Rural Affairs (OCRA) program is funded by Title 1 of the Housing and Community Development Act of 1974. These funds are to be used for a Community Development project that will include the following activities: a delivery service to provide supplies to quarantined individuals of those medically vulnerable during the Covid-19 pandemic. The amount of the Community Development Block Grant (CDBG) funds to be requested is $100,000. The amount to be used for the activities that will benefit low- to moderate-income families is $100,000.

Khala Hochstedler, Health Department Administrator, advised that there has been approximately $2,000 expended to provide food to quarantined households so far. When the Health Department advises an individual that they must quarantine due to Covid-19, they ask them if they have family or friends that can deliver groceries and medications to them. If the individual does not have family or friends who can bring them groceries, the Health Department is required by the Indiana Communicable Disease Code to provide this service to them. Since the beginning of the Covid-19 pandemic, the County Health Department has provided groceries to approximately 15 separate households. For the Phase 1 funding to cover the service, the household has to meet certain income guidelines. If they do not meet the guidelines for this program, there are other funds in place to still provide the groceries needed.

Commissioner Brown asked if the Purdue University students who have Covid-19 are being cared for outside of this funding.

Khala Hochstedler advised that Purdue Students can isolate in designated isolation housing where their needs are being met. However, for the students who live in apartments and choose not to isolate in this housing, there may be a need to provide this service for them.

III. PUBLIC COMMENT – None

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

BOARD OF COMMISSIONERS OF
THE COUNTY OF TIPPECANOE

_____
Tracy A. Brown, President

_____
Thomas P. Murtaugh, Vice-President

_____
David S. Byers, Member

ATTEST:

_____
Robert A Plantenga, Auditor 09/21/2020

Minutes prepared by Jennifer Wafford, Recording Secretary

Tippecanoe County Board of Commissioners

Special Meeting

Public Hearing for OCRA Phase 2 Funding

Meeting Minutes

Tuesday, September 8, 2020
11:00 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: Sharon Hutchison, Commissioners' Assistant Paula Bennett, and Recording Secretary Jennifer Wafford.

I. CALL THE MEETING TO ORDER – President Brown

II. OCRA PHASE 2 FUNDING – Tracy Brown, and Tom Murtaugh

The Office of Community and Rural Affairs (OCRA) program is funded by Title 1 of the Housing and Community Development Act of 1974. These funds are to be used for a Community Development project that will include the following activities: Business Grantmaking program. The amount of the Community Development Block Grant (CDBG) funds to be requested is $250,000. The amount to be used for the activities that will benefit low- to moderate-income families is $243,750.

The funds will be used to provide loans to businesses outside of the Cities of Lafayette and West Lafayette. These businesses can apply for a forgivable loan of up to $10,000. The loans are intended to help these businesses retain their employees during the COVID-19 Health Emergency. There will be paperwork that the applicants must complete including, Census information tracking the income of each employee. Fifty-one percent of the business' employees need to be below the low- to moderate-income levels. If the terms are met for two years, the loan can then be forgiven. There is no limit on the current numbers required for a business to qualify for this funding.

There will be a committee appointed to review the applications received. OCRA has guidelines as to who may serve on the committee, and the Board of Commissioners are still working to fill the committee positions.

III. 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 09/21/2020

Minutes prepared by Jennifer Wafford, Recording Secretary

Bike Month &

Bike to Work Day 2020

Proclamation

Whereas For more than a century, the bicycle has been an important part of the lives of most Americans; and

Whereas Today, millions of Americans engage in bicycling as an environmentally sound form of transportation, an excellent way of gaining and maintaining fitness, and a means of promoting quality family recreation;

Whereas The education of both cyclists and motorists as to the rights of cyclists to the public roadways, and the responsibilities thereby assumed, are important to ensure the safety of both cyclists and motorists; and

Whereas Bicycle groups throughout our nation, state, and city are promoting greater public awareness of bicycle operation and safety education in an effort to reduce accidents, injuries and fatalities;

Whereas Greater Lafayette is a growing, thriving community with transportation and recreation demands;

NOW THEREFORE

Tracy Brown, representing the Tippecanoe County Commissioners, Mayor Tony Roswarski and Mayor John Dennis, do hereby proclaim the month of May 2020 was **GREATER LAFAYETTE INDIANA BIKE MONTH**, and the day of September 22, 2020 as **GREATER LAFAYETTE INDIANA BIKE TO WORK DAY**, and command their observance to all citizens in the Greater Lafayette area.

Tony Roswarski, Mayor
City of Lafayette

John Dennis, Mayor
City of West Lafayette

Tracy Brown, Commissioner
Tippecanoe County

Bike Month &

Bike to Work Day 2020

Proclamation

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Tony Roswarski, Mayor	John Dennis, Mayor	Tracy Brown, Commissioner
City of Lafayette	City of West Lafayette	Tippecanoe County

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Tony Roswarski, Mayor	John Dennis, Mayor	Tracy Brown, Commissioner
City of Lafayette	City of West Lafayette	Tippecanoe County

ORDINANCE NO. 2020-15-CM
WITHDRAWING ASSIGNMENT OF JURISDICTION
TO DAYTON REDEVELOPMENT COMMISSION

WHEREAS, on December 16, 2019, pursuant to IC 36-7-25-4 and Resolution 2019-34-CM the Tippecanoe County Board of Commissioners assigned jurisdiction of certain area outside the boundaries of the Town of Dayton to the jurisdiction of the Dayton Redevelopment Commission ("Dayton");

WHEREAS, Dayton has determined not to proceed with the redevelopment project that caused the Board to assign jurisdiction;

WHEREAS, IC 36-7-25-4 permits the assignment to be rescinded by ordinance;

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of Tippecanoe County, Indiana, as follows:

The assignment of jurisdiction of the County Area (as defined in Resolution 2019-34-CM) is hereby rescinded effective upon passage of this ordinance. A copy of Resolution 2019-34-CM is made part hereof for clarity as to the assignment being rescinded.

Presented to the Board of Commissioners of Tippecanoe County, Indiana, and approved on first reading this _____ day of _____, 2020, by the following vote:

BOARD OF COMMISSIONERS OF
TIPPECANOE COUNTY

VOTE

_____ _____
Tracy A. Brown, President

_____ _____
Thomas P. Murtaugh, Vice President

_____ _____
David S. Byers, Member

ATTEST:

_____
Robert Plantenga, Auditor of Tippecanoe County

Presented to the Board of Commissioners of Tippecanoe County, Indiana, and approved on second reading this _____ day of _____, 2020, by the following vote:

BOARD OF COMMISSIONERS OF
TIPPECANOE COUNTY

VOTE

_____ _____
Tracy A. Brown, President

_____ _____
Thomas P. Murtaugh, Vice President

_____ _____
David S. Byers, Member

ATTEST:

_____
Robert Plantenga, Auditor of Tippecanoe County

RESOLUTION NO. 2019-34-CM

BOARD OF COMMISSIONERS OF TIPPECANOE COUNTY, INDIANA

WHEREAS, IC 36-7-25-4 authorizes Tippecanoe County, Indiana ("County") and the Dayton Redevelopment Commission ("Town Redevelopment Commission") to jointly undertake economic development projects in contiguous areas within each unit's jurisdiction;

WHEREAS, the Town Redevelopment Commission has selected an economic development area, a portion of which is within the jurisdiction of the County Redevelopment Commission as set forth in Exhibit A of the hereinafter defined Declaratory Resolution ("County Area"), and is contiguous with the portion of the proposed economic development area within the jurisdiction of the Town Redevelopment Commission; and

WHEREAS, the Town Redevelopment Commission now desires to establish the 38@65 Economic Development Area to include the County Area (collectively, "Area"), as set forth in its declaratory resolution adopted on November 20, 2019 ("Declaratory Resolution"), and to take all actions with respect to the Area that may be taken under IC 36-7-14, IC 36-7-14.5 and IC 36-7-25 (collectively, "Act");

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF TIPPECANOE COUNTY, INDIANA;

Section 1. The Board of Commissioners hereby assigns the jurisdiction of the County Area to the Town Redevelopment Commission for the purposes set forth in the Act.

Section 2. The Town Redevelopment Commission may take all action in the County Area that could be taken by a redevelopment commission in an allocation area in the manner and to the extent provided for in the Act.

Section 3. This resolution shall be effective upon passage.

Adopted this 16th day of December, 2019.

BOARD OF COMMISSIONERS OF
TIPPECANOE COUNTY, INDIANA

Commissioner

Commissioner

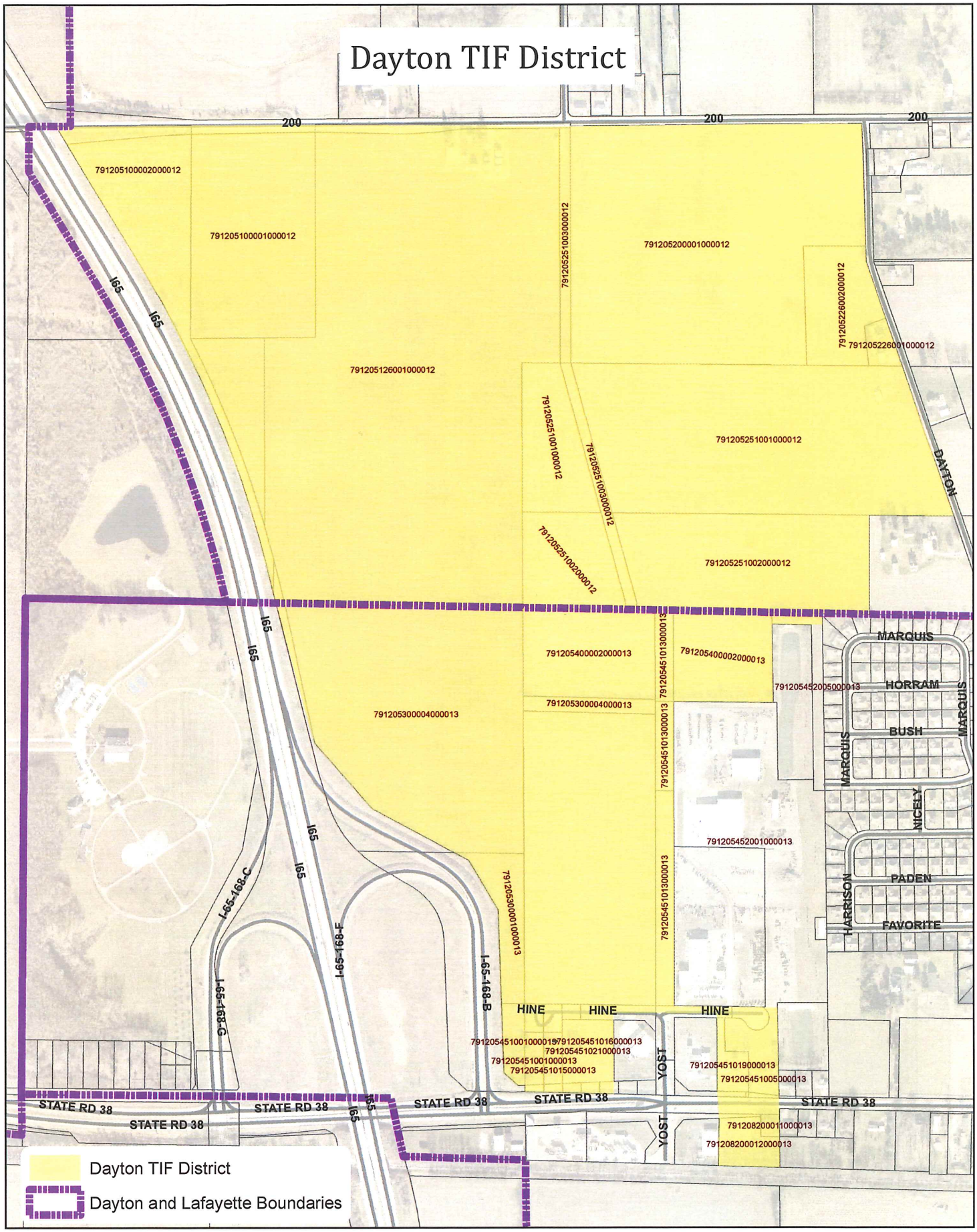
Commissioner

ATTEST:

County Auditor

I\14872117.3

Dayton TIF District



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Miles

Map Prepared By
The Area Plan Commission of Tippecanoe County
November 2019

9/21/20 Grant Requests Tentative

Permission to apply for Grant:

- **HEALTH**: The State Local Health Department Outreach Division has extended funding statewide to all health departments to assist with the needs related to COVID concerning IT. The amount allocated to Tippecanoe county is $316,234.03. IT spending plan was submitted before the 9/17 deadline.

Permission to Accept Grant:

- **HEALTH**: The Indiana State Board of Health has awarded an additional $62,000 to the FIMR program housed here in Tippecanoe County. They have also extended the current $62,000 to the end of 2021.

MOU/Contract:

Sharon Hutchison

From: Amanda Balser
Sent: Thursday, September 10, 2020 12:24 PM
To: Sharon Hutchison
Subject: FW: Cares Act IT Funding
Attachments: LHD IT Cares Funding.xlsx

From: Khala Hochstedler
Sent: Wednesday, September 9, 2020 9:03 AM
To: Amanda Balser <abalser@tippecanoe.in.gov>
Subject: FW: Cares Act IT Funding

From: Hopper, David <DaHopper@isdh.IN.gov>
Sent: Wednesday, September 2, 2020 4:57 PM
To: Hopper, David <DaHopper@isdh.IN.gov>
Subject: Cares Act IT Funding

Good afternoon LHDs:

The Indiana Department of Health has received approval to move forward with the $14.5 million IT grant to LHDs.

Hopefully, you have identified COVID-related IT needs within your health department over the past month so we can hit the ground running. Please send your IT spending plan to mambaty@isdh.in.gov no later than close of business on Thursday, September 17, 2020. The submitted plan needs to be approved by the State prior to releasing the funds.

Should you need help identifying COVID-related IT needs within your health department, you can reach out to Mohan Ambaty, CIO, Indiana Department of Health, at Mambaty@isdh.in.gov.

Stay well,

J. David Hopper, JD, MHA | Director
Local Health Department Outreach Division
office: (317) 234-6623 • fax: (317) 233-8199
dahopper@isdh.in.gov
health.in.gov

Confidentiality Statement: This message and any attachments may be confidential. If you are not the intended recipient, please 1) notify me immediately; 2) do not forward the message or attachment; 3) do not print the message or attachment; and 4) erase the message and attachment from your system.

From: Hopper, David
Sent: Tuesday, July 28, 2020 10:05 AM
To: Hopper, David <DaHopper@isdh.IN.gov>
Subject: Cares Act IT Funding Opportunity

Local Health Partners:

The ISDH has allocated $14.5 million in Cares Act funding for local health department Information Technology (IT) needs. The allocation for each local health department can be found in the attached Excel. This money has to be spent to fund COVID-19 related IT by December 31, 2020. Below are a few areas in which funds can be spent. The list is not exhaustive and your LHD may have COVID IT needs not listed below.

- Hardware needs like desktop's, laptop's, scanners, printers, server upgrades, dual monitors, Wi-Fi boosters, video cameras
- Improvements to internet bandwidth, Wi-Fi, IT networking
- Software needs like data analysis tools, Webcast/Webinar, Software tools to improve their daily operations
- Improve Cybersecurity
- Data Migrations, building websites, content management solutions
- Digitize current process to go paperless
- Any IT resources needs for COVID 19

All funds must be spent by December 31, 2020. In the next few weeks we will send out a grant agreement for those LHDs interested in taking advantage of these funds. In the mean time we wanted to make sure you could start planning with your IT department in order to identify needs and develop a spending plan. An interim spending report will be due on October 1, 2020, so that we may reallocate any funds you will not be able to spend by the end of the year to LHDs that identified needs beyond their allocation.

If you have any questions, please let me know.

Stay well,

David

J. DAVID HOPPER, JD, MHA
Director

Local Health Department Outreach Division
Indiana State Department of Health
317.234.6623 office
317.233.8199 fax
dahopper@isdh.in.gov
www.StateHealth.in.gov

TIPPECANOE COUNTY LOCAL EMERGENCY PLANNING COMMITTEE

Approved this 3rd day of September, 2020

LEPC Chairman, Eric Johnson

LEPC Vice Chairman, Tom Fuson

Emergency Management Director, Wm. "Smokey" Anderson

TIPPECANOE COUNTY GOVERNMENT, Board of Commissioners

Approved this 21st day of September, 2020

Board of Commissioners President, Tracy Brown

Commissioner, Thomas Murtaugh

Commissioner, David Byers

CITY OF LAFAYETTE GOVERNMENT, Mayor

Approved this 11th day of September, 2020

Mayor of Lafayette, Tony Roswarski

CITY OF WEST LAFAYETTE GOVERNMENT, Mayor

Approved this 14 day of September, 2020

Mayor of Lafayette, John Dennis

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

between

TIPPECANOE COUNTY

and

GREELEY AND HANSEN LLC

Article I. PARTIES AND PROJECT

This AGREEMENT is made effective on the ___ day of _____ in the year 2020 between Tippecanoe County hereinafter referred to as COUNTY, and Greeley and Hansen LLC, an Illinois limited liability company, with its principal office at 100 South Wacker Drive, Chicago, Illinois 60606-4004, and a regional office at 7820 Innovation Boulevard, Suite 150, Indianapolis, Indiana 46278-2728, hereinafter referred to as ENGINEER, for professional engineering services in connection with the Climate Action Plan, the PROJECT.

Article II. ENGINEER'S SERVICES

ENGINEER shall provide appropriate professional engineering services as required to complete the scope of services as set forth hereinafter, and shall perform such services in conformance with the ordinary standards of care and skill of the engineering profession.

A. Basic Services

The scope of the basic services for the PROJECT are set forth in Exhibit A attached hereto and made a part of this AGREEMENT. ENGINEER shall not perform services beyond the scope as defined in Exhibit A without the prior written authorization of COUNTY.

B. Additional Services

ENGINEER may submit proposals for additional professional engineering services in connection with the PROJECT. Each proposal submitted shall detail the: (1) scope of additional services, (2) period of services, and (3) method and amount of compensation.

COUNTY shall provide written acceptance and authorization to ENGINEER prior to the commencement of work on any proposed additional services. Upon receipt by ENGINEER of written acceptance and authorization by COUNTY, each proposal for additional services in connection with the PROJECT shall become part of this AGREEMENT and shall be governed by the terms and conditions contained herein.

C. Period of Services

Upon receipt of COUNTY'S written notice to proceed, ENGINEER agrees that the basic services as described in Exhibit A will be completed according to the schedule provided in Exhibit C.

The period of services will begin upon the date of COUNTY'S written notice to proceed. ENGINEER shall not, however, be responsible for timely completion of basic services as agreed to herein if completion is delayed by the failure of COUNTY to furnish the services provided for under Article IV., hereof, in a timely manner, or for other reasons beyond the control of the ENGINEER.

ENGINEER further agrees that additional services will be substantially complete within the period specified in each accepted and authorized proposal for additional services, unless reasons for delay in completion are beyond the control of ENGINEER.

If ENGINEER'S basic services or any accepted and authorized additional services are delayed or suspended in whole or in part by the COUNTY for more than ninety days beyond the scheduled completion date for said basic or additional services for reasons beyond ENGINEER'S control, compensation for the delayed services, as provided in Article III hereunder, shall be subject to renegotiation upon the written request of ENGINEER. However, such request must be submitted by ENGINEER to the COUNTY prior to the completion of the delayed services.

Article III. ENGINEER'S COMPENSATION

ENGINEER shall perform professional engineering services as provided in Article II of this AGREEMENT for which COUNTY shall compensate ENGINEER as follows:

A. Basic Services

1. Lump Sum

The lump sum fee for these basic services shall be as set forth in Exhibit B between the COUNTY and ENGINEER. Lump sum fee shall be based on PROJECT deliverables set forth in Exhibit C and shall be payable by the COUNTY to CONSULTANT upon completion of said deliverables via CONSULTANT'S progress payment invoices.

Similarly, the fee for any additional services accepted and authorized by the COUNTY shall be as negotiated between the COUNTY and ENGINEER. Such additional fees shall be applicable to the scope of services as specified in each additional services proposal submitted by ENGINEER, and shall be set forth in each said proposal.

2. Personnel Services

ENGINEER shall be compensated for personnel services on the basis of actual annual average hourly rates paid to personnel assigned to the PROJECT for each hour of services rendered times a 3.2 factor to cover overhead and profit. Such rates shall be computed as actual annual base salary, in effect at the time the services are rendered, divided by 1,950 hours. Personnel services rates shall include applicable required overtime premium for covered employees.

3. Subconsultants and Other Professional Associates

COUNTY shall pay ENGINEER for the services of subconsultants and other professional associates at their invoiced fees to ENGINEER plus 10 percent.

4. Reimbursable Direct Costs

COUNTY shall pay ENGINEER the actual cost of any direct reimbursable expenses incurred in connection with performing the services.

B. Additional Services

Unless otherwise provided for in any accepted and authorized proposal for additional services, such services shall be compensated for on the same basis as provided for in Paragraph III. A., above, for basic services.

C. Total Compensation

Total compensation to ENGINEER for basic services under this AGREEMENT shall include full reimbursement for personnel services, subconsultants and other professional associates and reimbursable direct costs incurred in performing basic services, as described in Paragraph III. A. It is agreed that the total compensation to ENGINEER for performing basic services will not exceed $11,893 as set forth in Exhibit B, without prior approval of COUNTY. If at any time ENGINEER has reason to believe that the total cost to be incurred in the performance of the basic services will be greater than the total estimated cost for such services, ENGINEER shall notify the COUNTY in writing to that effect giving the detailed reasons for the change and revised estimate of such total cost for the performance of basic services.

The provisions of this Article III. C. shall also apply to each accepted and authorized proposal for additional services in connection with the PROJECT. However, the term "basic services", as used in this Article III. C., shall mean "additional services" and the terms "Exhibits A" and "Exhibit B" as used in this Article III. C. shall mean "the accepted and authorized proposal for additional services". The estimated compensation for any additional

services, and the completion date beyond which these amounts are subject to renegotiation, shall be as specified in each such authorized proposal.

D. Terminated Services

If this AGREEMENT is terminated. ENGINEER shall be paid for services performed to the effective date of termination as follows:

1. For personnel services, the hours of services rendered at the established rates, to the effective date of termination times the factors established herein.

2. For services of subconsultants and other professional associates, their invoiced fees to ENGINEER, for services to the effective date of termination plus 10 percent.

3. For reimbursable direct costs, the actual cost of direct reimbursable expenses incurred to the effective date of termination.

E. Conditions of Payment

1. Progress payments shall be made in proportion to services rendered and expenses incurred as indicated within this AGREEMENT and shall be due and owing within thirty days of ENGINEER'S submittal of his progress payment invoices.

2. If COUNTY fails to make payments due ENGINEER within forty-five days of the submittal of any progress payment invoice, ENGINEER may, after giving fifteen days written notice to COUNTY, suspend services under this AGREEMENT.

3. No deduction shall be made from ENGINEER'S compensation on account of penalty, liquidated damages or other sums withheld from payments to construction contractors.

4. If the PROJECT is delayed, or if ENGINEER'S services for the PROJECT are delayed or suspended for more than ninety days for reasons beyond ENGINEER'S control, ENGINEER may, after giving fifteen days written notice to COUNTY, request renegotiation of compensation under Article II. C. or may terminate this AGREEMENT.

Article IV. COUNTY'S RESPONSIBILITIES

The COUNTY shall, as required:

A. Provide all criteria and full information as to COUNTY'S requirements for the PROJECT, and furnish copies of all design and construction standards which the COUNTY will require to be included in the drawings and specifications.

B. Assist ENGINEER by placing at ENGINEER'S disposal all available information pertinent to the PROJECT including COUNTY maps and plats, previous reports, drawings, specifications and any other data relative to the design or construction of the PROJECT.

C. Furnish to ENGINEER property and land use data pertaining to the PROJECT available to the COUNTY including, but not limited to, property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions; and other related data.

D. Provide legal, insurance and financial consulting services necessary for the PROJECT, and such accounting and auditing services as the COUNTY may require.

E. Furnish permits and approvals from all governmental authorities having jurisdiction over the PROJECT and from others as may be necessary for completion of the PROJECT.

F. Furnish above record information, property and land use data, and services at COUNTY'S expense in such manner that ENGINEER may rely upon them in the performance of services under this AGREEMENT.

G. Furnish any laboratory analyses that may be required in connection with the PROJECT.

H. Guarantee full and free access to ENGINEER to enter upon all public and private property required for the performance of ENGINEER'S services under this AGREEMENT.

I. Designate in writing a person to act as COUNTY'S representative with respect to the services to be performed under this AGREEMENT. Such person shall have complete authority to transmit instructions, receive information, interpret and define COUNTY'S policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER'S services.

J. Coordinate, consolidate, reconcile and bring congruence to differing views in the COUNTY'S organization to form single firm responses stating the COUNTY'S position on matters requiring resolution during performance of ENGINEER'S services. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER. Render such decisions in a consolidated form reconciling differing views into an unambiguous single firm response to each matter requiring resolution.

K. Provide ENGINEER with prompt written notice of any defect or suspected defect in ENGINEER'S performance of any services rendered pursuant to this AGREEMENT or relating to the PROJECT.

L. In any agreement entered into between the COUNTY and other contractors for the PROJECT in which such contractors and their subcontractors agree to indemnify, provide insurance coverage to, and/or name as additional insured, the ENGINEER, its subconsultants, professional associates, and each of their officers, principals, partners and employees to the same extent as to the COUNTY. Furthermore, the COUNTY will provide ENGINEER with certificates of insurance from each such contractor or subcontractor.

M. Give prompt written notice to ENGINEER whenever the COUNTY observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect in the work of construction contractors.

N. Compensate ENGINEER in accordance with the provisions of Article III.

Article V. GENERAL PROVISIONS

A. Ownership of Documents

All reports, schedules, drawings, specifications and other products of services of ENGINEER for this PROJECT are instruments of service for this PROJECT only and shall remain the property of ENGINEER until the COUNTY has compensated ENGINEER in full for services rendered pursuant to the AGREEMENT. Upon final payment for each phase of Basic Services and for each separately accepted and authorized proposal for additional services, ownership of the products or instruments of service for said phase or additional services authorized shall be vested in the COUNTY. ENGINEER, however, may retain record copies of all such instruments of service and may use such for ENGINEER'S exclusive purposes.

The ENGINEER'S instruments of service have been prepared for very specific purposes and the degree of accuracy and detail of the instruments of service are consistent with those purposes but they may not be useful for other purposes. Furthermore, misapplication of the ENGINEER'S instruments of service can cause occurrences that potentially have life/safety and financial consequences. The ENGINEER'S instruments of service are not intended or

represented to be suitable for use by the COUNTY or by others acting for the COUNTY for other purposes on this PROJECT or on extensions of this PROJECT or on any other project without written verification, adaptation or completion by ENGINEER and, when applicable, associated compensation to ENGINEER.

Any changes or modifications to the instruments of service of ENGINEER which are introduced by anyone other than ENGINEER may have adverse consequences. Therefore, the change or modification of ENGINEER'S instruments of service by the COUNTY or by others acting for the COUNTY shall be at the COUNTY's sole risk and the COUNTY agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless ENGINEER from all claims, damages, and expenses, including attorney's fees, arising out of such change or modification.

Use of the instruments of service of ENGINEER on extensions of this PROJECT, or on any other project by the COUNTY or by others acting for the COUNTY, without verification or adaptation by ENGINEER and appropriate compensation therefore, shall be at the COUNTY'S sole risk and the COUNTY agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless ENGINEER from all claims, damages, and expenses, including attorney's fees, arising out of such use of ENGINEER'S instruments of service for this PROJECT.

B. Data on Electronic Media

Data delivered on electronic media are considered part of the ENGINEER'S instruments of service and, therefore, Article V.A. above applies to documents delivered on electronic media.

The form of ENGINEER'S drawings, specifications, reports, data or other information that may be relied upon are those which 1) are set forth on paper (also known as hard copies) and 2) are designated as final. Files in electronic media format of text, data, graphics, or other

types are furnished only for convenience, not reliance by the COUNTY. Any conclusion or information obtained or derived from such electronic files will be at the COUNTY's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Because files stored in electronic media format can contain irregularities, deteriorate or be modified inadvertently or otherwise without authorization of the ENGINEER, the transmitted electronic files should be examined by the COUNTY within 60 calendar days of receipt, after which time the COUNTY shall be deemed to have accepted the files thus transmitted. Any transmittal deficiencies detected within the 60-day acceptance period will be corrected by ENGINEER. Deficiency corrections requested after the acceptance period will be considered "additional services." ENGINEER is not responsible for irregularities, deterioration or modifications occurring or detected after the 60 calendar-day acceptance period.
ENGINEER 1) makes no representations as to the long-term usability or readability of the electronic files and 2) cannot be depended upon to maintain copies of the electronic files after the 60 calendar-day acceptance period. The documents will be in the software listed below designed for operation on a PC compatible computer under the associated operating system as listed below:

Type of Document	Software	Operating System
Word Processed Text	MS Word 2013	Windows
Spreadsheets	MS Excel 2013	Windows
CADD Drawings	AutoCAD 2015	Windows

The ENGINEER makes no warranty as to the compatibility of electronic files beyond those versions. However, the ENGINEER reserves the right to submit documents in versions newer than those shown above.

ENGINEER makes no representations as to the compatibility, usability, or readability of the electronic files resulting from the use of software application packages, operating systems, or computer hardware (e.g. monitors, graphic cards and plotters) differing from those used by ENGINEER and its subconsultants. Also, the use of software application packages, operating systems and computer hardware different from those used by ENGINEER and its subconsultants may introduce errors and irregularities. Such occurrences are not the responsibility of ENGINEER and its subconsultants.

C. Successors and Assigns

1. The COUNTY and ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this AGREEMENT and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this AGREEMENT.

2. Neither the COUNTY nor ENGINEER shall assign or transfer any rights under or interest in this AGREEMENT without the written consent of the other, except as stated in Article V. C. 1. and to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent subconsultants and associates as may be deemed appropriate to assist in the performance of services hereunder.

D. Changes in Scope and Revisions

The general category "additional services", referred to in Article II. B. may include services due to changes in the scope of the PROJECT, including, but not limited to, changes in size, complexity, schedule or character of the services and also may include revisions to instruments of service previously approved by the COUNTY or other revisions due to causes

beyond the control of ENGINEER. All changes in scope and revisions shall require the written acceptance and authorization of the COUNTY prior to commencement of work, as provided in Article II. B.

This AGREEMENT takes into account the professional engineering and architectural signing and sealing requirements that are applicable as of the date of this AGREEMENT. Any changes to those requirements during the performance of the services associated with this AGREEMENT which cause revisions to the scope of the ENGINEER'S services or to the ENGINEER'S instruments of services shall be considered "additional services".

Proposals for services pursuant to changes in scope or revisions shall, upon COUNTY'S acceptance and authorization, become part of this AGREEMENT and shall be governed by the terms and conditions contained herein.

E. Extent of AGREEMENT

This AGREEMENT represents the entire understanding and agreement between the COUNTY and ENGINEER for professional engineering services pertaining to the PROJECT as described in Article II. and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both the COUNTY and ENGINEER.

F. No Waiver

Failure of the ENGINEER or the COUNTY to insist upon strict and punctual performance of any terms or conditions of this AGREEMENT shall not be construed to constitute a waiver of, or estoppel against, asserting the rights to require such performance. Neither shall a waiver nor an estoppel in one instance constitute a waiver or an estoppel with respect to a later default, whether similar or dissimilar in nature.

G. Severability

If any part of this AGREEMENT is determined by a court to be in conflict with statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this AGREEMENT shall remain in full force and effect unless the stricken provision leaves the remaining AGREEMENT unenforceable.

H. Governing Law

This AGREEMENT shall be governed by the laws of the State of Indiana.

I. Subconsultants

During the performance of the AGREEMENT, ENGINEER may engage such additional subconsultants or professional associates as may be appropriate for the timely completion of the services or to meet applicable requirements. The engagement of any subconsultants or professional associates shall be subject to the prior approval of the COUNTY.

J. Insurance

The ENGINEER shall at its own expense maintain in effect during the term of this contract the following insurance with limits as shown or greater:

1. General Liability (including automobile) with a combined single limit of $1,000,000. The COUNTY shall be named as an Additional Insured to cover the ENGINEER's indemnification obligation under this Agreement and be given a 30 day notice of cancellation, non-renewal or reduction in coverage. ENGINEER'S insurance shall be written on a "primary" basis and the COUNTY'S insurance program shall be in excess of all of ENGINEER'S available coverage.

2. Worker's Compensation at the statutory limit. Workers Compensation shall include a Waiver of Subrogation endorsement in favor of COUNTY.

3. Professional Liability for protection against claims arising out of performance of professional services caused by negligent error, omission or act in the amount of $2,000,000.

The ENGINEER shall provide to the COUNTY Certificates of Insurance indicating the aforesaid coverage.

K. ENGINEER'S Estimates of Cost and Standard of Care

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, ENGINEER'S estimates of project and construction costs are to be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional engineering firm, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from ENGINEER'S estimates of cost.

Notwithstanding any other provisions in this AGREEMENT to the contrary, nothing herein contained shall be construed as:

1. Constituting a guarantee, warranty or assurance, either express or implied, that the engineering services will yield or accomplish a perfect outcome for the PROJECT; or

2. Obligating the ENGINEER to exercise professional skill and judgment different from that which can be reasonably expected from other engineers under like circumstances; or

3. An assumption by the ENGINEER of liability greater than or differing from those explicit in this AGREEMENT, or

4. An assumption by the ENGINEER of the liabilities of any other party.

5. An assumption by the ENGINEER for the construction means, methods, techniques, procedures, or safety precautions and programs in connection with the Project.

L. Consequential Damages

Notwithstanding anything to the contrary in this AGREEMENT, neither the COUNTY nor the ENGINEER shall have the right of recourse to the other party for any consequential damages incurred due to the fault of the COUNTY or ENGINEER, their employees, agents or subcontractors, irrespective of any forewarning of the potential for such damages arising.

M. Termination

This AGREEMENT may be terminated by the COUNTY without cause on thirty days written notice. If the PROJECT is delayed, or if ENGINEER'S services for the PROJECT are delayed or suspended for more than ninety days for reasons beyond ENGINEER'S control, ENGINEER may request renegotiation of compensation in accordance with the provisions of Articles II. and III. or, after giving fifteen days written notice, terminate this AGREEMENT with cause. In the event of substantial failure to perform in accordance with the terms of this AGREEMENT, the party not at fault may terminate the AGREEMENT with cause on ten days written notice. If this AGREEMENT is terminated, ENGINEER shall be compensated for services performed to the effective date of termination in accordance with the provisions of Article III. of this AGREEMENT. Within sixty days following the date of

receipt of the termination notice, and following receipt of compensation for services to date of termination, ENGINEER shall submit to the COUNTY copies of all reports, drawings, specifications and other products or instruments of service prepared prior to termination.

N. Remedies

Except as may be otherwise provided in this AGREEMENT, all claims, counter-claims, disputes and other matters in question between the COUNTY and ENGINEER arising out of or relating to this AGREEMENT or the breach thereof will be decided by arbitration if the PARTIES mutually agree or in an Indiana court of competent jurisdiction.

O. Non-Discrimination and Equal Employment

ENGINEER agrees:

1. That in the hiring of employees for the performance of work under this contract or any Subconsultant hereunder, no ENGINEER, or Subconsultant, nor any person acting on behalf of such ENGINEER or Subconsultant, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
2. That no ENGINEER, Subconsultant, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry.
3. That the COUNTY may deduct from the amount payable to the ENGINEER a penalty of five dollars ($5.00) for each person for each calendar day during which such person was found to have been discriminated against or intimidated in violation of the provisions of the contract.

4. If there is found to be a second or any subsequent violation of the terms or conditions of this section, then this contract may be cancelled or terminated by COUNTY and all money due or to become due hereunder will be forfeited.

P. Engaging in activities with Iran

By signing this Contract, ENGINEER certifies that it is not engaged in investment activities in the county of Iran as set forth in IC 5-22-16.5.

Q. E-Verify

ENGINEER shall comply with E-Verify Program as follows:

1. Pursuant to IC 22-5-1.7, ENGINEER shall enroll in and verify the work eligibility status of all newly hired employees of ENGINEER through the E-Verify Program ("Program"). ENGINEER is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

2. ENGINEER and its Subconsultants shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that ENGINEER or its Subconsultants subsequently learns is an unauthorized alien. If ENGINEER violates this Section, the COUNTY shall require ENGINEER to remedy the violation no later than thirty (30) days after the COUNTY notifies ENGINEER. If ENGINEER fails to remedy the violation within the thirty (30) day period, the COUNTY shall terminate the contract for breach of contract. If the COUNTY terminates the contract, ENGINEER shall, in addition to any other contractual remedies, be liable to the COUNTY for actual damages. There is a rebuttable presumption that ENGINEER did not knowingly employ an unauthorized alien if ENGINEER verified the work eligibility status of the employee through the Program.

3. If ENGINEER employs or contracts with an unauthorized alien but the COUNTY determines that terminating the contract would be detrimental to the public interest or

public property, the COUNTY may allow the contract to remain in effect until the COUNTY procures a new Engineer.

4. ENGINEER shall, prior to performing any work, require each Subconsultant to certify to ENGINEER that the Subconsultant does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. ENGINEER shall maintain on file a certification from each Subconsultant throughout the duration of the Project. If ENGINEER determines that a Subconsultant is in violation of this Section, ENGINEER may terminate its contract with the Subconsultant for such violation. Such termination may not be considered a breach of contract by ENGINEER or the Subconsultant.

5. By its signature below, ENGINEER swears or affirms that it i) has enrolled and is participating in the E-Verify program, ii) has provided documentation to the COUNTY that it has enrolled and is participating in the E-Verify program, and iii) does not knowingly employ an unauthorized alien.

R. Indemnification

COUNTY and ENGINEER each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorney fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the COUNTY and ENGINEER, they shall be borne by each party in proportion to its negligence.

S. Notices

Any notices required hereunder or by law may be directed to the parties at the following addresses:

To ENGINEER:

Joseph Teusch, P.E.
Office Director
Greeley and Hansen LLC
7820 Innovation Blvd, Suite 150
Indianapolis, IN 46278-2728

To COUNTY:

Board of Commissioners

Tippecanoe County
20 North 3rd Street
Lafayette, IN 47901

All notices shall be deemed to be given when deposited with the United States Postal Service for first class mail delivery.

Article VI. APPROVAL

In WITNESS WHEREOF. the parties hereto have caused this AGREEMENT to be executed by their duly authorized officers and partners and is made effective the day and year first above written.

GREELEY AND HANSEN LLC

Joseph Teusch

Joseph Teusch, P.E.

Authorized Representative

ATTEST:

Maithilee Das

Maithilee Das, ENV SP

Engineer

TIPPECANOE COUNTY

Tracy A. Brown

President

Thomas P. Murtaugh

Vice-President

David S. Byers

Member

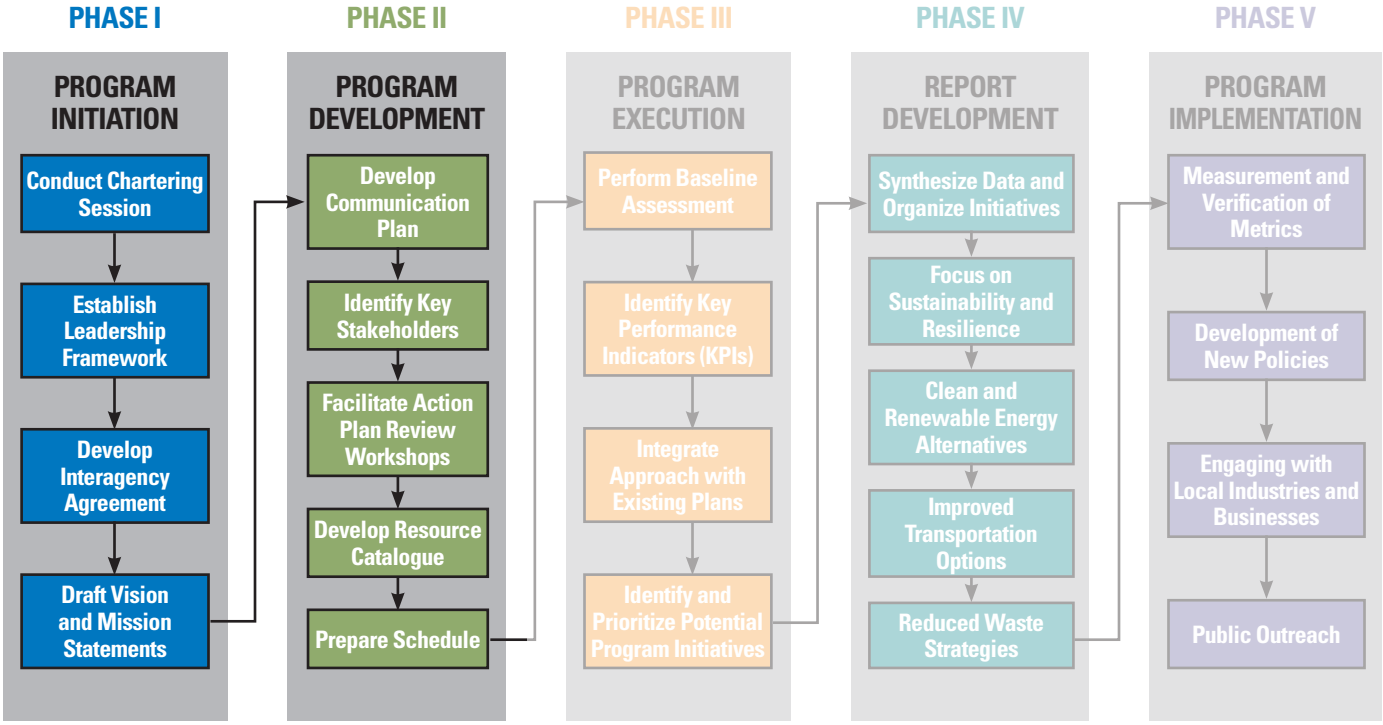
ATTEST:

Robert Plantenga

Auditor

GREELEY AND HANSEN SCOPE OF WORK

This scope of work is for Phases I and II of the Climate Action Plan Roadmap. The deliverables for this scope of work will be assembled into a Climate Action Management Plan to assist the Joint Leadership Committee to execute and implement the Climate Action Plan, Phases 3-5. It is anticipated that all deliverables will be in electronic format.



Task 1 Facilitate development of Executive Summary, Memorandum of Understanding, Vision and Mission statements

4 WEEKS

A Joint Leadership Committee has been established and is comprised of representatives of various governmental agencies from the City of Lafayette and City of West Lafayette in order to realize the shared goals of a Climate Action Plan. During this task, Greeley and Hansen will assist the Joint Leadership Committee to articulate its responsibility and goals for pursuing a Climate Action Plan and what it intends to accomplish. To do so, Greeley and Hansen will provide the committee sample documents that have been prepared by other communities for its review. Then, through a facilitated workshop, Greeley and Hansen will work with the Joint Leadership Committee to tailor these statements to meet its specific needs and prepare drafts for the committee's review. Review comments will be incorporated into final documents and memorialized in the Climate Action Plan.

One teleconference is anticipated to plan workshop and one additional teleconference is anticipated to review deliverables developed during this task.

One workshop is planned during this task. At this time, it is anticipated that workshop will be virtual.

Deliverables:

- Sample documents for review (2-3 each)
- Workshop (2 hour)
  - Agenda
  - Slide deck

- Workshop memorandum
- Executive Summary – 1 draft, 1 final
- Leadership Commitment - Memorandum of Understanding – 1 draft, 1 final
- Vision Statement and Mission Statement – 1 draft, 1 final

Task 2 Coordinate Establishment of Committees and Identify Key Stakeholders

4 WEEKS

During this task, Greeley and Hansen will assist the Joint Leadership Committee formalize the role and responsibility of other committees and stakeholder groups contributing to the development of the Climate Action Plan. For example, it is understood that there is currently a Steering Committee comprised of community leaders who meet regularly to discuss the proposed Climate Action Plan. Greeley and Hansen will assist the Joint Leadership Committee formalize its role. In addition, Greeley and Hansen will assist the Joint Leadership Committee identify key stakeholders who should be engaged in the Climate Action Plan development process but are not already.

One teleconference is anticipated to draft roles and responsibilities of committees and develop preliminary stakeholder list. One additional teleconference is anticipated to review deliverables developed under this task.

Deliverables:

- Committee Organizational Chart
- Committee Roles and Responsibilities
- Key Stakeholder List

Task 3 Coordinate Development of Communication Plan

4 WEEKS

In order to provide stakeholders policy-driven information on the Climate Action Plan and develop feedback mechanisms to improve the efficacy of this program, it is anticipated that the Joint Leadership Committee will engage the services of a public relations consultant. Greeley and Hansen is able to provide recommendations on public relations consultants and share sample of their work based on past experience if desired. Greeley and Hansen will assist the Joint Leadership Committee in coordinating with consultant to develop a Communication Plan. The Communication Plan will establish strategies for engaging with committees, key stakeholders, and the general public. The Communication Plan developed by public relations consultant will be memorialized in the Climate Action Plan.

Two teleconferences are anticipated to assist the Joint Leadership Committee and public relations consultant develop Communication Plan.

Deliverables:

- Two teleconference agenda
- Two teleconference memoranda

Task 4 Catalogue Resources

12 WEEKS

Throughout the development of the Climate Action Plan, existing programs, grant and funding opportunities, institutions, people, and services will be identified as valuable resources. Greeley and Hansen will assist the Joint Leadership Committee catalogue these resources in the Climate Action Plan.

Greeley and Hansen will also arrange and facilitate meetings between Joint Leadership Committee and leading representatives of other climate action plans developed in the country to address specific questions and encourage knowledge sharing.

One teleconferences is anticipated to review identified resources. Two additional teleconferences are anticipated to facilitate meetings between Joint Leadership Committee and representatives of other climate action plan.

Deliverables:

- List of knowledge resources, including contact information.
- List of available grants and other funding opportunities.
- Meeting agenda and memoranda

Task 5 Develop Program Schedule

4 WEEKS

During this task, Greeley and Hansen will assist the Joint Leadership Committee develop a schedule for executing the Climate Action Plan. Milestones will be established, coordinated with existing planning schedules to drive the program development in a timely manner. Anticipated tasks to be scheduled include community workshops, committee meetings, data gathering activities, review deadlines, and interagency reviews. Program schedule will be memorialized in the Climate Action Plan.

One teleconference is anticipated to identify critical milestones. One additional teleconference is anticipated to review program schedule.

Deliverables:

- Program Schedule

Task 6 Develop Climate Action Management Plan

12 WEEKS

In order to assist the Joint Leadership Committee to execute and implement the Climate Action Plan, the deliverables for these phases will be memorialized in a Climate Action Management Plan. The Climate Action Management Plan will assist the Joint Leadership Committee to track progress, coordinate committee activities, and focus on outcomes and stated vision.

One teleconference is anticipated to review table of contents. One teleconference is anticipated to review draft Climate Action Management Plan. One additional teleconference is anticipated to review final Climate Action Management Plan and discuss Phases III-V next steps.

Deliverables:

Climate Action Management Plan, to include:

- Executive Summary
- Leadership Commitment - Memorandum of Understanding
- Vision Statement and Mission Statement
- Committee Organization
  - Committee Roles
  - Organizational Chart
- Key Stakeholders List
  - Engagement Plan
  - Incorporating Feedback
- Program Schedule
- Communication Plan
- Tools and Resources

Task 7 Program Management

12 WEEKS

Program Management task will include monthly invoicing, preparing for and attending project status meetings, general communications and coordination with committees and consultants.

Deliverables:

- Monthly reports, agenda, meeting notes, follow-up communications on action items

Estimated labor Costs

Fixed Fee Breakdown							
Tasks	**PD**	**PM**	**Eng / Arch III**	**Eng / Arch II**	**Typist / Clerical**	**Total Hours**	**Fee**
Task 1 – Facilitate ES, MoU, V&M							
Two meetings		2	4			6	$1,100
One workshop		4	8			12	$2,200
Samples (~8)		1	1	8		10	$1,415
Slide deck		2	4			6	$1,100
Exec summ (draft, final)	1	1	2			4	$865
MoU (draft, final)		1	1			2	$375
V&M state (draft, final)		1	2			3	$550
Task 2 – Coordinate Establishment of Committees and Identify Key Stakeholders.							
Two meetings	1	2	4			7	$1,415
Org chart		1	4	4		9	$1,420
Roles		1	2	2		5	$810
Stakeholder list		1	2	2		5	$810
Task 3 – Communication Plan							
Two meetings		2	4	2		8	$1,360
Task 4 – Catalogue Resources							
Three meetings		3	6			9	$1,650
Grant research	1	1	2	4		8	$1,385
Contact lists		1	1	4		6	$895
Task 5 – Develop Program Schedule							
Two meetings		2	4			6	$1,100
Schedule	1	2	4	16		23	$3,495
Task 6 – Develop Climate Management Plan							
Three meetings		3	6			9	$1,650
CAMP draft and final	2	8	40	8	8	66	$10,870
Task 7 – Program Management							
Various tasks	1	3			4	8	$1,215
Subtotal Labor Hours	7	42	101	50	12	212	**$35,680**
Hourly Rate	$ 315	$ 200	$ 175	$ 130	$ 75		
Fixed Fee Labor Cost	$ 2,205	$ 8,400	$ 17,675	$ 6,500	$ 900		
Fixed Fee Labor Cost For Each Contract Holder (City of Lafayette, City of West Lafayette, Tippecanoe County) =							**$11,893**

Total Project Fixed Fee = $35,680 will be apportioned equally among City of Lafayette, City of West Lafayette and Tippecanoe County.

Task	Activity	Duration in Weeks											
		1	2	3	4	5	6	7	8	9	10	11	12
1	Facilitate development of Executive Summary, Memorandum of Understanding, Vision and Mission statements												
2	Coordinate Establishment of Committees and Identify Key Stakeholders												
3	Coordinate Development of Communication Plan												
4	Catalogue Resources												
5	Develop Program Schedule												
6	Develop Climate Action Management Plan												
7	Program Management												

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between **Schneider Geospatial, LLC**, also doing business as **qPublic** and **qPublic.net**, an Indiana Limited Liability Company, whose place of business is 8901 Otis Avenue, Suite 300, Indianapolis, IN 46216 ("PROFESSIONAL") and **Tippecanoe County, Indiana**, whose place of business is: 20 North 3rd Street Lafayette, IN 47901 ("CLIENT").

1. Services.

A. **GeoPermits Portal Development**

Development of a web-based GeoPermits portal. This site will include the following:

a. Support multiple stage workflows that allow input and tracking of permit application and inspections data by multiple user types (public users, local government staff, service providers, and other related third-party organizations).
b. User role-based security and access control to manage system users and enable workflow stage access based on user type.
c. Ability to add auto-generated email notifications to specific users at each stage of a permit workflow.
d. Administrative interface for CLIENT workflow project setup and configuration.
   i. Create and edit unlimited number of workflow projects (each permit type will be represented as a workflow project).
   ii. Create and edit unlimited number of stages for each workflow project.
   iii. Create and edit unlimited number of data entities for each stage.
   iv. Create instructions text for each data entity, with ability to embed HTML content such as hyperlinks.
   v. Modify stage sequencing.
   vi. Restrict visibility of workflow projects and stages to admin users only.
   vii. Ability to generate test permit applications when modifying workflow projects and publish workflow updates to the live system when modifications are complete.
   viii. Ability to "un-publish" a workflow project so that no new permits will be allowed to be created by users.
   ix. Clone project capability to create a new workflow project based on an existing workflow project.
   x. Configure permit fees for each workflow project. Fees may be dynamically calculated based on user inputs.
   xi. Configure workflow conditional routing based on user entered inputs on dropdown lists and checkboxes.
   xii. Project Summary page with detailed outline of each workflow project.
   xiii. Print template editing interface to allow CLIENT admin users to configure templates for printable, completed permit applications.
e. Multiple supported data entity types for data entry forms, including the following:
   i. Short text box
   ii. Long text box (Comments)
   iii. Date
   iv. Document attachment (with file browser)
   v. Fee
   vi. Lookup (dropdown list)
   vii. Number
   viii. Static Labels
   ix. Checkbox, Radio Button
f. Document upload capabilities to allow users to attach multiple electronic files to permit records at each stage of a permit workflow.
g. CLIENT's community website branding to allow the community to provide a header logo image and contact information from the organization.
h. Interactive mapping interface with basic mark-up tools to allow users to sketch and label information about the permit application on CLIENT's existing GIS map and aerial photography.
i. Dashboard page to allow users to view permit applications in progress based on the following criteria:
   i. My Applications (in progress)
   ii. Applications Needing My Attention

iii. Inspections to Schedule
iv. Inspections to Complete
v. Contractor Registrations about to Expire

j. Integration with CLIENT's existing **Beacon** online portal to utilize existing property and GIS data for permit processing, search and report capabilities. Shared data elements are limited to PROFESSIONAL's existing Guidepost UPM data model.

k. Contractor Registration Interface
   i. Allows system users to register as a contractor with CLIENT.
   ii. Admin interface to setup contractor types and registration fees
   iii. Maintains a database of CLIENT's registered contractors, including the following information.
      1) Contractor Type
      2) Business Name
      3) Street Address
      4) City
      5) State
      6) Zip
      7) Contact Name
      8) Contact Title
      9) Contact Business Phone
      10) Contact Cell Phone
      11) Contact Email Address
      12) Company Web Address
      13) Status
      14) Registration length (in months)
      15) Effective Date
      16) Expiration Date
      17) Renewal Date
      18) Workers Comp. Expiration Date
      19) Bond Expiration Date
      20) Liability Insurance Expiration Date
      21) Registration Fee Payment status
      22) Notes
      23) Attached Documents

l. Included Services:
   i. Administrative account setup and deployment.
   ii. Four (4), two-hour (2-hour) online training sessions to introduce client to the administrative functions of the system, as well as how to begin to set up their first workflows.

m. **Legacy System Data Migration Services**
Professional will provide up to 30 hours of services to import data from CLIENT's existing legacy permitting system into PROFESSIONAL's web based GeoPermits system under the following expectations:
   i. Data from CLIENT's Legacy System will be imported, from the existing Legacy System Database to PROFESSIONAL's web based GeoPermits system. Legacy system data will be imported in its existing database structure, and PROFESSIONAL will not attempt to reprocess the data to make Legacy System data fit into workflows that are developed in the new GeoPermits system.
   ii. Professional assumes location-based permit data in the Legacy System includes a reference to a parcel (Parcel ID number). If not, PROFESSIONAL will need to develop a custom search interface for this system.
   iii. PROFESSIONAL will develop a history report that allows the user to view a list of permits that pertain to an individual parcel, including permits from both the legacy and new systems.
   iv. PROFESSIONAL can develop additional custom reports with data from the Legacy System, per CLIENT requests, but it may require additional costs that will be approved under subsequent agreements.

Time & Materials - PROFESSIONAL estimates this project will require 30 hours to import data from the legacy system and develop a history report, based on PROFESSIONAL's previous legacy permit system integration projects. If CLIENT's Permitting Data Migration requires more than 30 hours to complete, additional services may be provided on an hourly billed Time & Materials basis. Most of the project hours will be done at the GIS Senior Developer hourly rate. PROFESSIONAL agrees not to proceed with hourly billed Time & Materials based services without additional written authorization from CLIENT. Time & Materials based services will be invoiced on a monthly basis for any services provided in the previous month.

n. **Payment Processor Integration**
PROFESSIONAL will provide product development services to integrate CLIENT's GeoPermits website with PROFESSIONAL's preferred third-party payment processor. Integration will allow GeoPermits website to pass permit fee amounts and purchaser information to CLIENT's payment processor where the end user will submit payment information and receive a receipt for the transaction. CLIENT's payment processor system will handle all payment and transaction fee processing and routing of funds to CLIENT. GeoPermits end users will be required to click a link or button on CLIENT's payment processor interface in order for CLIENT's payment processor system to notify the GeoPermits system that the permit fee has been paid, and to return the end user to the GeoPermits website.

Hourly Setup Services – Upon completion of Fixed Fee Setup Support Services, PROFESSIONAL will provide technical support services, as needed, and upon written request, to assist with setup, configuration, deployment, and usage of the Online GeoPermits System CLIENT's desired permit types. Hourly support services will be invoiced monthly, based upon the following Hourly Fee Schedule.

Hourly Fee Schedule

JOB CLASSIFICATION/TITLE	HOURLY RATE
Principal	$180.00
Department Director/Manager	$155.00
Sr. GIS Project Manager	$165.00
GIS Project Manager	$135.00
GIS Project Coordinator	$115.00
Sr. GIS Developer	$230.00
GIS Developer	$200.00
GIS Analyst	$150.00
Sr. GIS Consultant	$190.00
GIS Consultant	$165.00
GIS Specialist	$135.00
Sr. GIS Implementation Manager	$165.00
GIS Implementation Manager	$135.00
GIS Implementation Specialist	$115.00
GIS Technician IV	$90.00
GIS Technician III	$80.00
GIS Technician II	$70.00
GIS Technician I	$60.00
Administration	$60.00
Travel Time	at Half of the rate above

Certified Mailings or Shipping	at Cost
Other out-of-pocket expenses	Cost plus 10%

o. **Expanded Service Package**
   i. Workflow template starter package (Building Permit, Septic Permit, Driveway/Road Cut Permit)
   ii. Weekly remote management of system at 1 day per week for the first 12 months of the hosting term
      1) Development and publication of workflows
      2) Respond to technical support questions from CLIENT's staff and public users
      3) Weekly modification and update requests for workflows

B. **GeoPermits Portal Hosting and Maintenance**

PROFESSIONAL shall host and maintain of the above described portal for the term of this Agreement.

PROFESSIONAL's web data server environment includes a redundant/fail overpower system, multiple power sources and long-term generator power, and multiple entry points for Internet bandwidth from different providers for increased reliability. Services include automated transfer of data updates, mutually agreed upon website improvements and modifications, and regular functionality enhancements through the web hosting period. Services related to connecting to new versions of existing third-party databases and services related to connecting to new databases in the event of a change in third party providers are not covered by this Agreement. If the CLIENT is charging fees for use of the system, any and all disputed charges are the responsibility of the CLIENT. PROFESSIONAL will also maintain website usage statistics which can be viewed by CLIENT staff through an interface. Certain onsite hardware and software configurations may require additional third-party software (not included in this Agreement). The update feature requires CLIENT to maintain a dedicated high-speed Internet access. Services also include monitoring of PROFESSIONAL's web servers on a twenty-four/seven (24/7) basis; however, because of infrastructure issues beyond the control of PROFESSIONAL's staff, web services are not guaranteed to be available twenty-four (24) hours per day, seven (7) days per week.

Other Fixed Fee phases of this project may be developed during the course of this agreement. Once the estimates are accepted, an Authorization to Proceed will have to be signed and submitted before work will begin.

1 Payment for Services.

CLIENT shall compensate PROFESSIONAL for the Services as follows:

A. **GeoPermits**

a. **One-time setup cost:** **$62,700 (Discounted)**

Setup items:

Core Setup:	Included
Expanded Service Package:	Included
Legacy Data Migration Setup:	Included
Payment Processor Integration Setup:	Included
Total:	$64,320
Discount:	-$1,620
Discounted Total:	**$62,700**

b. **Annual Hosting:** **$8,640 (Discounted)**

Hosting items:

Core Hosting:	Included
Esri Map Hosting:	Included
Total:	$15,420
Discount:	-$6,780
Discounted Total:	**$8,640**

B. **Payment Schedule**

Year 1	**November 1, 2020 – December 31, 2020:** **(Setup: $62,700, Hosting: $1,440 prorated)**	**$64,140**
Year 2	**January 1, 2021 – December 31, 2021:**	**$8,640**
Year 3	**January 1, 2022 – December 31, 2022:**	**$8,640**
Year 4	**January 1, 2023 – December 31, 2023:**	**$8,640**
Year 5	**January 1, 2024 – December 31, 2024:**	**$8,640**

C. **Project Schedule**

a. **Portal Development**

i. PROFESSIONAL requires the following information and technical assistance from the CLIENT to access data sources defined in the Scope of Services.

1) Database connection information.
2) Server name or IP address.
3) Database name.
4) User login information for read access.
5) Data dictionary or schema, as available.

ii. Network paths to all file data sources.

iii. Installation of PROFESSIONAL's Remote Support application on a computer with network access to the CLIENT's data sources and files.

iv. All information must be provided by the CLIENT to the PROFESSIONAL at least twenty-one (21) days prior to the start of the Initial Hosting Term, defined below, to ensure that all data will be available on the portal at the start of the Initial Hosting Term.

b. **Portal Hosting and Maintenance**

i. The Initial Hosting Term shall be defined in the Scope of Service or Payment Schedule above.

ii. The Initial Hosting Term shall begin at the date above regardless of project delays resulting from CLIENT's failure to provide PROFESSIONAL with information required to access project data sources according to the project schedule. Any project delays on the part of the PROFESSIONAL will result in the initial hosting term starting the first day of the first month following the completion of the portal's development and release from PROFESSIONAL to CLIENT.

Invoicing will be done on an annual basis at the beginning of the term unless otherwise specified.

If the CLIENT cancels the agreement before end of initial multi-year term, *any waived discounts and promotional fees will be included in the final invoice.*

Balances due 30 days after the due date for non-government clients and 60 days after the due date for government clients shall be assessed an interest rate of 1½% per month (18% per year). CLIENT agrees to pay for any and all costs of collection including, but not limited to interest, lien costs, court costs, expert fees, attorney's fees and other fees or costs involved in or arising out of collecting any unpaid or past due balances, including late fees or penalties. If payment is not received within 30 days of the due date, PROFESSIONAL reserves the right, after giving seven (7) days written notice to CLIENT, to suspend services to CLIENT or to terminate this Agreement.

2 Terms of Service. Each party's rights and responsibilities under this Agreement are conditioned upon and subject to the Terms of Service which can be found at http://schneiderGIS.com/termsofservice/. By executing this Agreement, CLIENT acknowledges that it has read the above-described Terms of Service and agrees that such Terms of Service are incorporated herein and made a part of this Agreement. PROFESSIONAL reserves the right to update or modify the Terms of Service upon ten (10) days prior notice to CLIENT. Such notice may be provided by PROFESSIONAL to CLIENT by e-mail.

3 Term, Termination and Renewal. The initial term of this Agreement shall be defined in the Scope of Service or Payment Schedule above. If the services provided are for an annual rate and extend for multiple years, PROFESSIONAL will prorate the first year of the agreement to match the fiscal year for the CLIENT, followed by consecutive, 12-month periods. This Agreement shall automatically renew for successive terms which consist of a twelve (12) month period, subject to earlier termination as set forth in this Agreement or upon written notification by either party thirty (30) days prior to the end of a term. If, for any reason, this Agreement is terminated prior to the end of a term, any waived or discounted fees or specified promotional items provided by PROFESSIONAL shall be invoiced by PROFESSIONAL and paid by CLIENT.

4 Assignment. PROFESSIONAL has the right to assign or transfer any rights under or interest in this Agreement upon 15 days' written or electronic notice to CLIENT. Nothing in this Paragraph shall prevent PROFESSIONAL from employing consultants or subcontractors to assist in the performance of the Services.

5 Rights and Benefits. Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and PROFESSIONAL. CLIENT and PROFESSIONAL expressly state there are no third-party beneficiaries to this Agreement.

6 Successors. This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.

7 Applicable Law. The terms and conditions of this Agreement are subject to the laws of the State of Indiana.

IN WITNESS WHEREOF, the Parties have executed this Agreement by affixing their signatures below.

Pricing is valid through September 30, 2020.

PROFESSIONAL:
Schneider Geospatial, LLC

By: _____

Print: Jeff Corns, GISP

Title: President

Date: _____

CLIENT:
Tippecanoe County, Indiana

By: _____

Print: _____

Title: _____

Date: _____

TIPPECANOE COUNTY, INDIANA
ADDITIONAL TERMS AND CONDITIONS

The attached and forgoing Professional Services Agreement between **The Board of Commissioners of Tippecanoe County** (County) and **Schneider GeoSpatial, LLC** (Contractor)is amended to incorporate by reference the following terms and conditions. Any provisions in the attached agreement which may be inconsistent with the following provisions shall be ineffective to the extent of any such inconsistency.

Funding for a Multi-year Agreement - In the event that the County is not able to obtain funding, after affirmatively requesting such funding, for the provision of the goods and or services to be provided in accordance with this Agreement, County may terminate this Agreement on thirty (30) days written notice to Contractor . In such event, County agrees that it shall reimburse Contractor for all expenses incurred under this Agreement before written notice of termination is received. Such charges, however, shall not exceed the total purchase price under this Agreement. Contractor and County understand that the funding for a multi-year agreement is done on a year-to-year basis, and this provision applies annually.

Termination for Convenience - County may terminate the Agreement for convenience prior to the beginning of a contract year (as set forth in the Section B.1. of the Agreement) with thirty (30) days written notice prior to the beginning of that year. County shall not be liable for payments due in contract years following such notice. However, County shall be liable for repayment of the discounts specified in Section 1.A. of the Agreement.

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

Default - If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

Indemnification - The County's obligation to indemnify and hold harmless under the Agreement, if any, shall be limited in substance by state and federal statutes and constitutional provisions designed to protect the exposure and liability of County as a political subdivision of the State of Indiana or otherwise (e.g., actions and conditions as to which County is immunized by the Indiana Tort Claims Act, dollar limits stated in such Act, exemption from punitive damages, the 11th Amendment, and the ability to defeat a claim by reason of contributory negligence of fault of a claimant), so that County's liability and Contractor's liability, if any, resulting from this Agreement, shall not in any case exceed what might have been County's liability to a claimant had County been sued directly by the claimant in Indiana and all appropriate defenses had been raised by County.

Limitation of Liability - The Limitation of Liability provision set forth in paragraph B of

Contractor's Terms of Service (Dated 12-12-18) does not apply to losses covered under the insurance coverages described in paragraph C of the Terms of Service except to the extent such losses exceed the amounts of coverage set forth in paragraph C. The Limitation of Liability provision shall not be interpreted as limiting liability for personal injury or for property damage from acts or omissions taken outside the scope of this Agreement.

Governing Law; Exclusive Jurisdiction; Exclusive Venue - This Agreement is entered into in Indiana and all matters arising under or related to this Agreement shall be governed by and construed in accordance with the substantive law (and not the law of conflicts) of the State of Indiana. Courts of competent authority located in Tippecanoe County, Indiana shall have sole and exclusive jurisdiction of any action arising out of or in connection with the Agreement, and such courts shall be the sole and exclusive venue for any such action.

Severability - Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Force Majeure - In the event that any party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, actions or decrees of governmental bodies or communication line failure not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to other parties and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of such notice of the Force Majeure Event, the party whose ability to perform has not been so affected may be given written notice to terminate this Agreement.

E-Verify Employment Eligibility Verification - In accordance with IC 22-5-1.7, if Contractor has any employees or subcontractors, and the E-Verify program as defined in IC 22-5-1.7-3 is in existence, **Contractor** shall enroll in and verify the work eligibility status for all of Contractor's newly hired employees through the E-Verify program. Contractor shall not knowingly employ or contract with an unauthorized alien, nor shall Contractor retain an employee or contract with a person that **Contractor** subsequently learns is an unauthorized alien.

Contractor shall:

1. Sign and deliver to County a sworn affidavit that affirms that Contractor has enrolled and is participating in the E-Verify program;
2. Provide documentation to County substantiating that Contractor has enrolled and is participating in the E-Verify program; and
3. Sign and deliver to County an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.

Contractor shall require all subcontractors, who perform work under this contract, to certify to Contractor in a manner consistent with federal law that the subcontractor, at the time of certification, does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of each subcontract.

County may terminate the contract immediately if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified thereof by County or another state agency or political subdivision. In accordance with IC 22-5-1.7, any challenge by Contractor to a termination pursuant to this provision must be made in Tippecanoe County Superior or Circuit Court not later than twenty (20) days after Contractor receives notice of such termination.

Contract Reporting Requirements - Contractor understands and acknowledges that the County is a "public agency" within the meaning of Indiana's Access to Public Records Act and, as such, the agreement or other contract between the parties may be subject to disclosure as a public record under IC 5-14-3. Contractor further understands and acknowledges that, under IC 5-14-3.8-3.5, if the amount to be paid during a calendar year by the County under the contract exceeds fifty-thousand dollars ($50,000), the County will be required to scan and upload the digital image of the contract to the "Indiana transparency Internet web site."

Anti-Nepotism Requirements - Contractor hereby certifies either: a) Contractor is not a relative of an elected official (as defined by IC 36-1-21) of Tippecanoe County and is not a business that is wholly or partially owned by a relative of an elected official of Tippecanoe County; or b) the requirements set forth in IC 36-1-21-5(b) have been satisfied.

Data Recovery and Use - County shall retain ownership of data supplied to Contractor by County ("County data"), and Contractor shall not sell, loan, give away, or otherwise deliver County data to third parties except as provided for under the Agreement. Contractor shall provide County with a reasonable opportunity to recover any County data hosted by Contractor following the termination of the Agreement or at such other time the County reasonably requests and shall provide County with not less than thirty (30) days notice before deleting County data.

ACCEPTED:

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

By:_____

Title:_____

Date:_____

ACCEPTED:

SCHNEIDER GEOSPATIAL, LLC
8901 Otis Avenue, Ste 300
Indianapolis, IN 46216

By:_____

Title:_____

Date:_____

Tippecanoe County Board of Commissioners
Cropland Cash Rental Agreement

Section I.

1. This lease is made this 21st day of September, 2020, by and between Tippecanoe Board of Commissioners, hereinafter called the Landlord, and GDB Farms, LLC, hereinafter called the Tenant.

2. The Landlord, in consideration of the agreement with the Tenant hereinafter set forth, hereby leases to the Tenant, to occupy and to use for agricultural purposes only, the farmland listed below:

Common Name: Tippecanoe County FarmTillable Acres: 121.98

Farm located in Tippecanoe Township, Tippecanoe County, Indiana, located south of Harrison High School and south and west of Burnett Creek Elementary School. (See map attached as Exhibit A, the lease will be for the 121.98 acres identified as parcels 1-6 and 15 on the map.)

3. This lease shall become effective on the 1st day of September, 2020 and shall continue in force until the 31st day of August, 2023. This lease shall NOT automatically renew without a jointly signed renewal.

Section II. Land Use:

1. Approximately 121.98 acres of the farm are available to be cultivated. Tenant may grow any crop desired on the farmland that is not classified as a noxious weed under the Noxious Weed Act of the Indiana Legislature.

2. During each year that this lease becomes effective, sufficient legume or legume-grass shall be seeded or maintained to provide the necessary set-aside acres, if any. The seed required for such crops shall be furnished by the Tenant. If any legume or legume-grass seedlings fail, the substitute crop or crops shall be mutually agreed upon.

Section III. Amount of Rent and Time of Payment:

1. The tenant shall pay to the Landlord the sum of $22,566.30 annual rent for the entire farmland, referred to in Section I, calculated as follows:

121.98 at $185 per acre = $22,566.30

The annual cash rent shall be paid in two installments, the first payment of $11,283.15, paid on or before April 1st and the second payment of $11,283.15 due November 1st during the contract years. All payments shall be due at the Landlord's office located at the County Commissioners Office, 20 North 3rd Street, Lafayette, IN 47901. (Phone: 423-9215.) Any unpaid rent shall bear interest at the rate of 5 percent (5%) per annum from the date due until paid. All rent due shall be paid in full before the Tenant removes his personal property from the farm at the termination of this lease.

Section IV. Landlord Responsibilities

The Landlord agrees to:

1. Furnish the land.

2. Pay all the taxes and the assessments against the real estate, all taxes on the Landlord's personal property on the farm, and premiums for the insurance carried on the farm buildings, if any.

3. Furnish all materials for the repair, improvement and construction of drains, fences and outbuildings on the farmland as deemed necessary in the Landlord's opinion.

4. Provide the labor for making all major improvements and major repairs on drains, and out buildings on the farm. Minor drainage repair and maintenance are duties of the Tenant.

Section V. Tenant Responsibilities

The Tenant Agrees to:

1. Follow the farming practices that are generally recommended for and that are best adapted to this type of farm and for this locality unless other practices are agreed upon.

2. Furnish all labor, power, machinery and movable equipment and all operation and maintenance expenses therefore to operate the farmland.

3. Cut the weeds in lots, fence rows and along roads whenever necessary to prevent re-seeding. Mow untilled areas at least once each year when it is most effective to destroy weeds and other undesirable plants.

4. Follow generally recommended and agreed upon practices in plowing, planting and cultivating to prevent excessive loss of soil and water through sheet erosion. Maintain grass waterways and control gullies in their early stages.

5. At Tenant's sole expense, provide fertilizer sufficient to maintain or increase the fertility of the soil.

6. Neither assigns this lease to any person or persons nor sublet any part of the real estate for any purpose without the written consent of the Landlord.

7. Sow, without cost to the Landlord, all grass, legume or legume-grass sod crop seed.

8. Yield peaceable possession of the farm at the termination of this lease.

9. Provide Landlord with a Certificate of Insurance showing evidence of general liability coverage of at least $1 million per acre occurrence.

10. Follow all practices required by the Farm Services Agency and other regulations that

are applicable to these acres.

11. Provide Landlord with documentation required by and acceptable to the local Farm Service Agency (FSA) regarding verification of the yields for the FSA program.

Section VI. Rights and Privileges

1. The Landlord, or anyone designated by him, shall have the right of entry at any mutually convenient time to inspect his property and/or farming methods being used.

2. The Landlord's representative, unless otherwise designated, shall be any of the three elected County Commissioners.

3. The tenant shall have the right of entry for the purpose of harvesting crops seeded before the termination of the lease in accordance with normal farming practices, to sell his interest in such crops either to the Landlord or to the succeeding Tenant. If the Tenant, in view of the approaching termination of the lease, fails to plant crops in accordance with accepted farming practices, the Landlord or his designated agent shall have the right of entry to plant such crops.

4. If this lease is terminated before the Tenant shall have obtained the benefits from any other labor or expense he may have made in operating the farm, according to contract or agreement with the Landlord during the current lease years, the Landlord shall reimburse the Tenant.

Section VII. Enforcement of Agreement

1. Failure of either the Landlord or the Tenant to comply with the agreements set forth in this lease shall make him liable for damages to the other party. Any claim by either party for such damages shall be presented in writing to the other party at least 30 days before termination of this lease.

2. If either or both of the parties to this lease die during the term of the lease, the provisions of this lease shall be binding on the heirs, executors, administrators, and assigns of the party or parties involved.

Section VII. Signatures

Landlord Tippecanoe County

_____

Tracy A. Brown

_____

Thomas P. Murtaugh

_____

David S. Byers

Tenant:

GDB Farms, LLC

GDB Farms, LLC

By: Gary D Brown

Gary D. Brown, member

USDA **Farm 1128 Tract 991**
Administered by: Tippecanoe County, Indiana
OP: GDB FARMS LLC
OW: TIPPECANOE COUNTY
Source: Primarily USDA NAIP 2018 imagery; IDHS or Dynamap roads; FSA data 2020-04-25 06:27:47

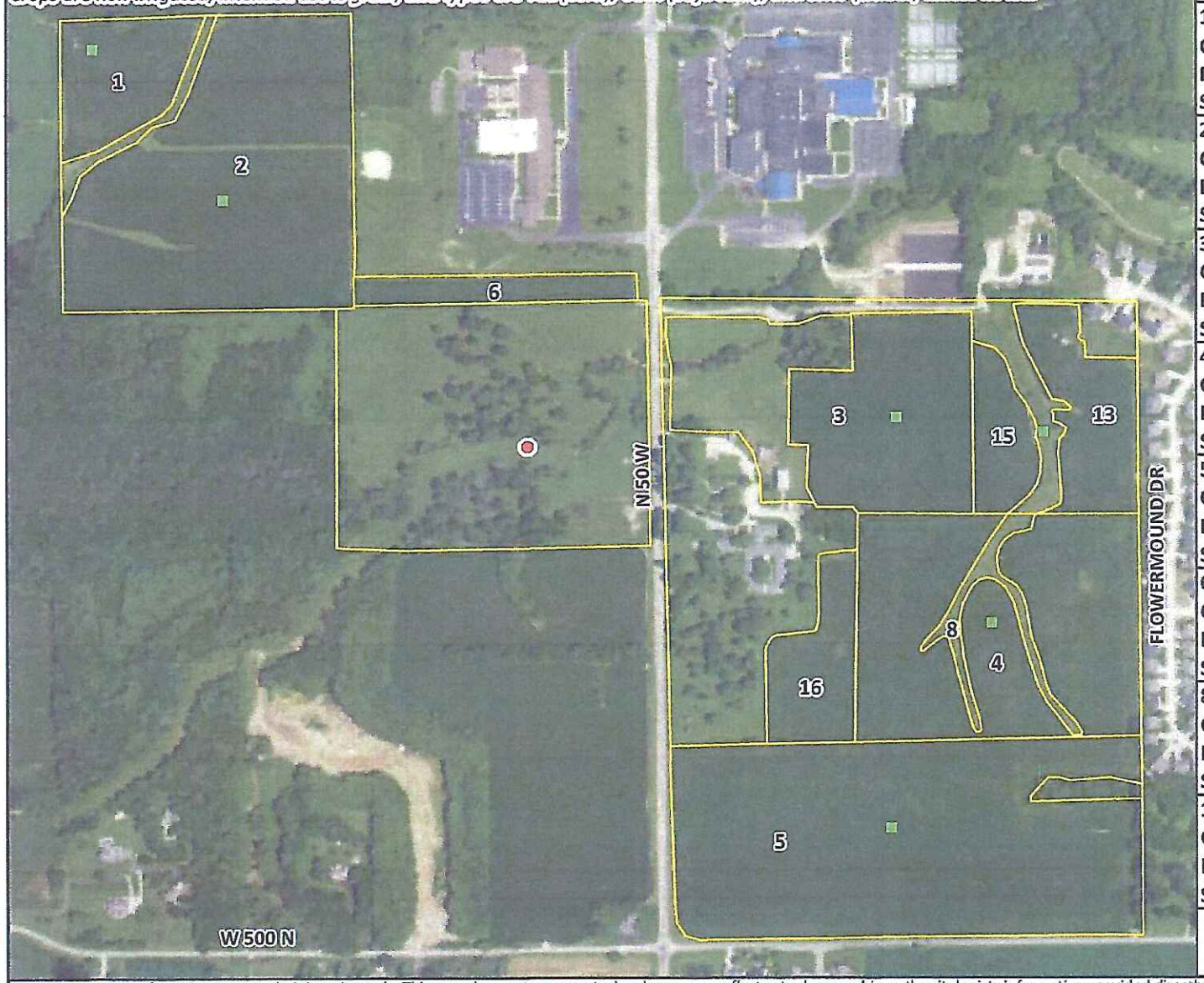
2020 Certification map prepared on: 4/25/2020
186.01 Tract acres
123.95 Cropland acres
0 CRP acres

CRP
CLU

Wetland Determination Identifiers:
Restricted Use
Limited Restrictions
Exempt from Conservation Compliance Provisions

TRS: 24N4W30
Tippecanoe Co., IN

Crops are non-irrigated, intended use is grain, and types are YEL (corn), COM (soybeans), and SRW (wheat) unless noted.



CLU	Acres	HEL	LC	Contract	Prac	Yr	C I
1	5.89	N	2				Y
Crop:							
Date:							
Shares:							
2	26.79	H	2				Y
Crop:							
Date:							
Shares:							
3	12.54	N	2				Y
Crop:							
Date:							
Shares:							
4	23.2	H	2				Y
Crop:							
Date:							
Shares:							
5	35.43	N	2				Y
Crop:							
Date:							
Shares:							
6	3.11	H	2				Y
Crop:							
Date:							
Shares:							
8	1.97	H	2				Y
Crop:	Waterways						
Date:							
Shares:							
13	6.44	H	2				Y
Crop:							
Date:							
Shares:							

USDA FSA maps are for FSA program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts information provided directly from the producer and/or NAIP imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact NRCS.

USDA **Farm 1128 Tract 991**

Administered by: Tippecanoe County, Indiana

OP: GDB FARMS LLC

OW: TIPPECANOE COUNTY

Source: Primarily USDA NAIP 2018 imagery; IDHS or Dynomap roads; FSA data 2020-04-25 06:27:47

2020 Certification map prepared on: 4/25/2020

186.01 Tract acres

123.95 Cropland acres

0 CRP acres

CRP

CLU

Wetland Determination Identifiers:

Restricted Use

Limited Restrictions

Exempt from Conservation Compliance Provisions

TRS: 24N4W30

Tippecanoe Co., IN

CLU	Acres	HEL	LC	Contract	Prac	Yr	C	I
15	3.5	H	2				Y	
Crop:								
Date:								
Shares:								
16	5.08	H	2				Y	
Crop:								
Date:								
Shares:								

123.95 Cropland acres

#8 -1.97 Waterways

121.98 acres usable cropland

USDA FSA maps are for FSA program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts information provided directly from the producer and/or NAIP imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact NRCS.

Tippecanoe County Board of Commissioners
Pasture Cash Rental Agreement

Section I.

1. This lease is made this 21st day of September, 2020, by and between Tippecanoe Board of Commissioners, hereinafter called the Landlord, and Horstman Cattle Co., LLC, hereinafter called the Tenant.

2. The Landlord, in consideration of the agreement with the Tenant hereinafter set forth, hereby leases to the Tenant, to occupy and to use for agricultural purposes only, the farmland listed below:

Common Name: Tippecanoe County Farm Pasture Acres: 38.32

Farm located in Tippecanoe Township, Tippecanoe County, Indiana, located south of Harrison High School and south and west of Burnett Creek Elementary School. (See map attached as Exhibit A, the lease will be for the 38.32 acres identified as parcels 11 and 12 on the map.)

3. This lease shall become effective on the 1st day of September, 2020, and shall continue in force until the 31st day of August 2023. This lease shall NOT automatically renew without a jointly signed renewal.

Section II. Land Use:

1. Approximately 38.32 acres of the farm are available for pasture. Tenant may graze cattle on the leased property.

Section III. Amount of Rent and Time of Payment:

1. The tenant shall pay to the Landlord the sum of $1,911 annual rent for the entire pasture, referred to in Section I, calculated as follows:

38.32 acres at $50.00 per acre = $1,911

The annual cash rent shall be paid in two installments, the first payment of $955.50, paid on or before April 1st and the second payment of $955.50 due November 1st during the contract years. All payments shall be due at the Landlord's office located at the County Commissioners Office, 20 North 3rd Street, Lafayette, IN 47901. (Phone: 423-9215.) Any unpaid rent shall bear interest at the rate of 5 percent per annum from the date due until paid. All rent due shall be paid in full before the Tenant removes his personal property from the farm at the termination of this lease.

Section IV. Landlord Responsibilities

The Landlord agrees to:

1. Furnish the land.

2. Pay all the taxes and the assessments against the real estate, all taxes on the Landlord's personal property on the farm, and premiums for the insurance carried on the farm buildings, if any.

3. Furnish all materials for the repair, improvement and construction of drains, fences and outbuildings on the farmland as deemed necessary in the Landlord's opinion.

4. Provide the labor for making all major improvements and major repairs on drains and out buildings on the farm. Minor drainage repair and maintenance are duties of the Tenant.

Section V. Tenant Responsibilities

The Tenant agrees to:

1. Provide labor for the repair of fences.

2. Provide and supervise supply of water to livestock.

3. Provide salt and minerals.

4. Return stray animals to pasture.

5. Not pasture livestock known to be breachy.

6. Furnish all labor, power, machinery and movable equipment and all operation and maintenance expenses therefore to operate the pasture.

7. Cut the weeds in lots, fence rows and along roads whenever necessary to prevent re-seeding. Mow untilled areas at least once each year when it is most effective to destroy weeds and other undesirable plants.

8. Follow generally recommended and agreed upon practices in planting to prevent excessive loss of soil and water through sheet erosion. Maintain grass waterways and control gullies in their early stages.

9. At Tenant's sole expense, provide fertilizer sufficient to maintain or increase the fertility of the soil.

8. Neither assign this lease to any person or persons nor sublet any part of the real estate for any purpose without the written consent of the Landlord.

9. Sow, without cost to the Landlord, all grass, legume or legume-grass sod crop seed.

10. Yield peaceable possession of the farm at the termination of this lease.

11. Provide Landlord with a Certificate of Insurance showing evidence of general liability coverage of at least $1 million per acre occurrence.

12. Follow all practices required by the Farm Services Agency and other regulations that are applicable to these acres.

Section VI. Rights and Privileges

1. The Landlord, or anyone designated by him, shall have the right of entry at any mutually convenient time to inspect his property and/or farming methods being used.

2. The Landlord's representative, unless otherwise designated, shall be any of the three elected County Commissioners.

3. If the Tenant, in view of an approaching termination of the lease, fails to plant as necessary to maintain the pasture, the Landlord or his designated agent shall have the right of entry to perform such planting.

4. If this lease is terminated before the Tenant shall have obtained the benefits from any other labor or expense he may have made in operating the pasture, according to contract or agreement with the Landlord during the current lease years, the Landlord shall reimburse the Tenant.

Section VII. Enforcement of Agreement

1. Failure of either the Landlord or the Tenant to comply with the agreements set forth in this lease shall make him liable for damages to the other party. Any claim by either party for such damages shall be presented in writing to the other party at least 30 days before termination of this lease.

2. If either or both of the parties to this lease die during the term of the lease, the provisions of this lease shall be binding on the heirs, executors, administrators, and assigns of the party or parties involved.

Section VII. Signatures

Landlord Tippecanoe County

_____
Tracy A. Brown

_____
Thomas P. Murtaugh

_____
David S. Byers

Tenant:

_____
Horstman Cattle Co., LLC

By:_____
Joe Horstman, member

USDA **Farm 1128 Tract 991**

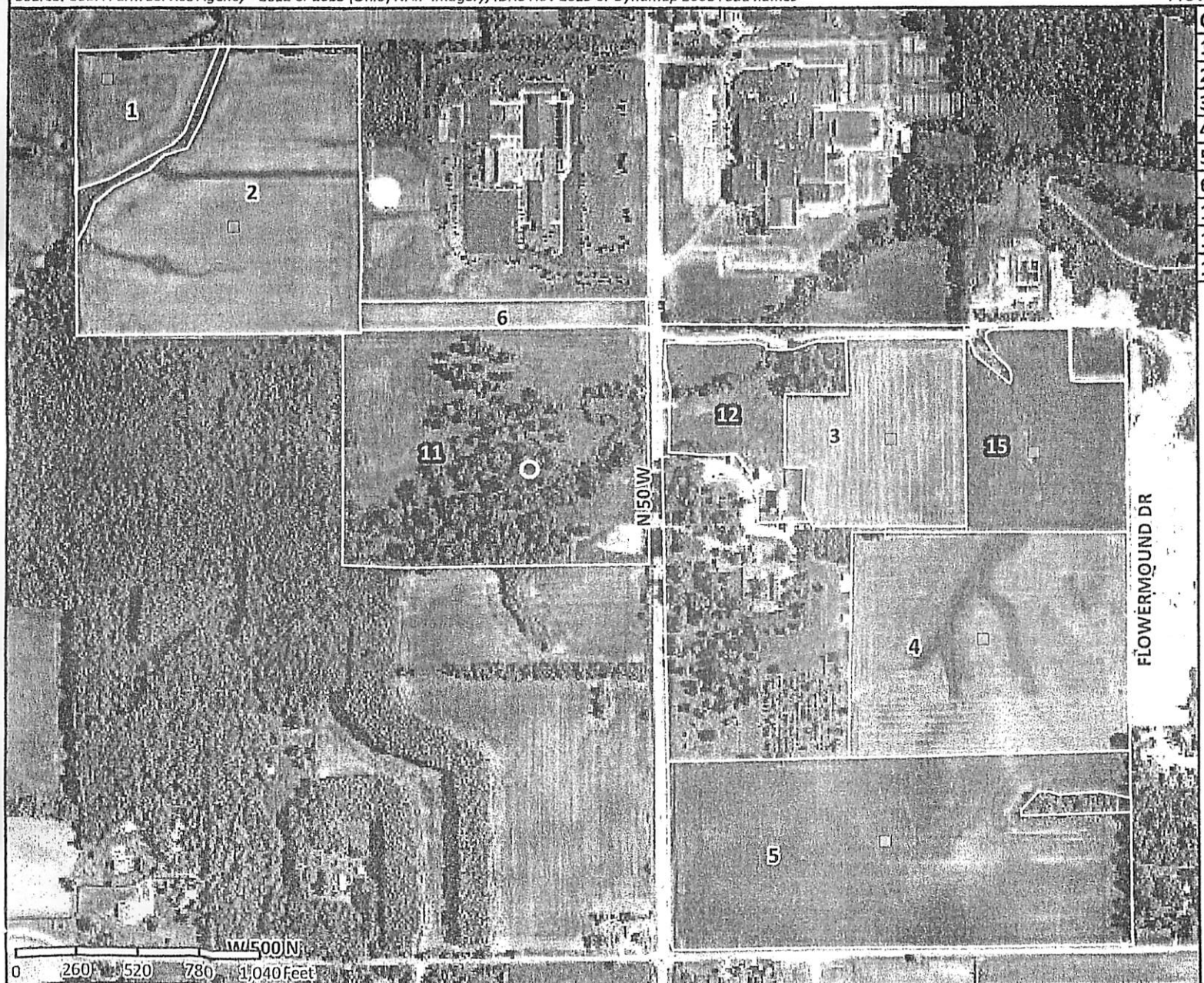
Administered by: Tippecanoe County, Indiana

Map prepared on: 8/8/2014
186.32 Tract acres
108.97 Cropland acres
0 CRP acres

CRP
CLU

Wetland Determination Identifiers:
- ● Restricted Use
- ▽ Limited Restrictions
- ■ Exempt from Conservation Compliance Provisions

Source: USDA Farm Service Agency - 2012 or 2013 (Ohio) NAIP imagery; IDHS Nov 2013 or Dynamap 2008 road names



CLU	Acres	HEL	Contract	Prac	Yr	C I
1	5.89	N	tillable			Y
2	26.79	H	tillable			Y
3	12.26	N	tillable			Y
4	25.18	H	tillable			Y
5	35.63	N	tillable			Y
6	3.22	H	tillable			Y
11	30.26	U	Pasture			N
12	8.06	U	Pasture			N
15	12.1	U	Pasture			N

Tillable Cropland 108.97 acres

Pasture 50.42 acres

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Change Order - Construction Manager-Adviser Edition

PROJECT *(Name and address)*:
903-Tippecanoe County Court Room Renovations
301 Main Street
Lafayette, IN 47901

CHANGE ORDER NUMBER: 903-002
INITIATION DATE: 8/28/2020

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

TO CONTRACTOR *(Name and address):*
Quality Plumbing & Heating
120 East McKinley Street
PO Box 428
Bunker Hill, IN 46914

PROJECT NUMBERS: 903 / 903
CONTRACT DATE: February 11, 2020
CONTRACT FOR: 1E-PLUMBING, 1F HVAC

THE CONTRACT IS CHANGED AS FOLLOWS:

EWO 903-001

[] Replace FCU J on Fourth Floor, and Correct Piping Size.

[] Provide a new fan coil to replace existing fan coil in the new juvenile magistrate courtroom and to move to a location not above a wall.

[] Also to bring larger sized water lines into the space for both fan coils.

Total **INCREASE** for this Change Order: **$8,927.00**

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User Notes: (3B9ADAD5)

CHANGE ORDER 903-002 (EWO 903-001)

The original Contract Sum was	$	235,000.00
Net change by previously authorized Change Orders	$	21,240.00
The Contract Sum prior to this Change Order was	$	256,240.00
The Contract Sum will be increased by this Change Order in the amount of	$	8,927.00
The new Contract Sum including this Change Order will be	$	265,167.00

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, Inc.	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 09/08/2020	NA
(Typed name) **DATE:**	*(Typed name)* **DATE:** NA
Quality Plumbing & Heating	Tippecanoe County Board of Commissioners
CONTRACTOR *(Firm name)*	**OWNER** *(Firm name)*
120 East McKinley Street PO Box 428 Bunker Hill, IN 46914	20 N. Third Street Lafayette, IN 47901
ADDRESS	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*
Joe Rosinski 9-1-2020	Tom Murtaugh
(Typed name) **DATE:**	*(Typed name)* **DATE:**

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User Notes: (3B9ADAD5)

Prescribed by State Board of Accounts

Required by IC 36-2-10-16 and IC 5-13

MONTH ENDING: August 2020

CHARGES:

1 Total Taxes Collected (Not Receipted to Ledger or Refunded)		$8,299,194.21
2 Advance Collection of Taxes		$25,110.06
3 Bank,Building and Loan and Credit Union	UNSAFE BUILDING LEIN	$0.00
4 Bad Checks		$495.00
5 Cash Change Fund		$600.00
6 Conservancy District Collections		$5,453.68
7 Demand Fees		$190.00
8 Duplicate Billings		$36.00
9 Drainage Assessments		$49,981.58
10 Auto Rental Excise Tax	+HEAVY EQUIP RENTAL EXCISE	$143,160.17
11 Special Assessment Fee		$840.00
12 Vehicle License Excise Tax		$4,776,081.06
13 Sewage Collections	STORMWATER, SEWAGE,WEED,SIDEWALK, PENALTY ON SPA LIENS, MONEY OWED CTY	$18,147.16
14 Tax Sale Costs		$4,290.00
15 Aircraft License Excise Tax		$494.49
16 SURPLUS	+OUT OF STATE	$13,287.66
17 Watercraft Title and Registration Fees		$75,685.32
18 Watercraft Use Tax./RECONSTUCTION	RECONSTRUCTION	$24,680.29
19 Innkeepers	+OVERPAYMENT	$90,677.27
Personal Property Collection Fees		$611.27
Ineligible Standard Homestead Ded Tax		$0.00
20 LOTTERY		$1,913,519.38
21 Total Balances of all Ledger Accounts-Cash		$107,375,654.78
22 Total Balances of all Ledger Accounts-Investments		$70,000.00
23 Total Charges		$122,888,189.38

CREDITS:

24 Depository Balances as Shown by Daily Balance of Cash and Depositories Record(List Detail On Reverse Side)			$115,806,576.92
25 Investments as Shown by Daily Balance of Cash and Depositories Record (Column 12, Line 41)			$7,070,000.00
26 Total Cash on Hand at Close of Month:	$10,070.25		
Currency	$600.00		
Coins			
Checks, Money order,etc			
Total Bad checks not included	$0.00		$10,670.25
27 Bad Check Not Collected			$0.00
28 _____			
30 Total			$122,887,247.17
31 Cash Short/Under (Add)			$942.21
32 Cash Long/Over (Deduct)			$0.00
33 Proof		$122,888,189.38	$122,888,189.38

RECONCILEMENT WITH DEPOSITORIES

34 Balance in all Depositories Per DBR (Line 24 Above)	$122,876,576.92	
35 Outstanding Warrants-Checks(Detail by Deps on Reverse Side)	$246,262.36	
36 Bal in all Depositories Per Bk Stments(Detail on Rev Side)		$123,122,839.28
37 Deposits in Transit(Detail on Reverse Side)		$0.00
38 Proof	$123,122,839.28	$123,122,839.28

ANALYSIS OF CASH ON HAND AT CLOSE OF MONTH:

(a) Cash change Fund Advanced by County	$600.00
(b)Receipts Deposited in Depositories	$10,070.25
(c)Uncollected Items on Hand(List on Reverse Side)	$0.00
(d)Total(Must Agree With Line 26 Above)	$10,670.25

State of Indiana, Tippecanoe County: as: I, the undersigned Treasurer of aforesaid County and State hereby certify that the foregoing report is true and correct to the best of my knowledge and belief.

DATE 9/8/2020

Jennifer Weston

County Treasurer

FILED

SEP 08 2020

AUDITOR OF TIPPECANOE CO.

Required by IC 36-2-10-16 and IC 5-13

TIPPECANOE COUNTY TREASURER'S STATEMENT OF DEPOSITORY FOR THE MONTH OF: August 2020

Depository	Account Number	Bank Statements	Transit (Add)	Warrant-Checks (Deduct)	Accrued Interest	Balance of Cash & Depositories
Centier - Comm NOW checking	102784450	$3,669,548.45	$0.00	$0.00	$780.92	$3,668,767.53
1st Source Bank - Checking	10222529	$5,002,975.61	$0.00	$0.00	$1,482.68	$5,001,492.93
First Merchants - High Balance	9000645459	$42,352,915.66	$0.00	$0.00	$12,121.06	$42,340,794.60
First Merchants - Primary	9000645416	$4,340,340.77	$0.00	$0.00	$732.78	$4,339,607.99
First Merchants - Claims	9000720361	$683,598.43	$0.00	$125,392.78	$458.64	$557,747.01
First Merchants - Payroll Retirement	9000645432	$0.00	$0.00	$0.00	$0.00	$0.00
First Merchants - Flex Benefits	9000645467	$171,696.20	$0.00	$0.00	$44.35	$171,651.85
First Merchants - Flex II	9001164616	$6,028.77	$0.00	$6,028.77	$0.00	$0.00
First Merchants - Cary Home	9000645475	$1,786.80	$0.00	$0.00	$0.49	$1,786.31
First Merchants - Cum Bridge-	8390584	$2,669,582.45	$0.00	$0.00	$782.11	$2,668,800.34
First Merchants - J&C Hwy Escrow	620072213 OY	$5,929.21	$0.00	$0.00	$0.54	$5,928.67
First Merchants - Drain Maintenance	9000986906	$2,264,947.36	$0.00	$0.00	$698.05	$2,264,249.31
First Merchants - Gen Drain Maintenance	9000986892	$1,884,685.88	$0.00	$0.00	$428.48	$1,884,257.40
First Merchants - Highway Escrow	9000981572	$63,761.90	$0.00	$0.00	$18.90	$63,743.00
First Merchants - LR&S	8390606	$1,823,191.63	$0.00	$0.00	$536.66	$1,822,654.97
First Merchants - MVHA	9000981580	$3,176,624.46	$0.00	$0.00	$932.83	$3,175,691.63
First Merchants - 2018 Bonds/Fairgrounds	100199904	$9,042,157.83	$0.00	$0.00	$2,954.16	$9,039,203.67
First Merchants - Online Pymts	9001029050	$402,932.30	$0.00	$0.00	$96.67	$402,835.63
First Merchants - Law Enforcement Warrant Fu	9001167445	$436,554.96	$0.00	$0.00	$113.02	$436,441.94
First Merchants - Landfill Closure	100545365	$84,313.98	$0.00	$0.00	$52.88	$84,261.10
Staley Credit Union - Savings	40359	$35.95	$0.00	$0.00	$10.95	$25.00
Cambridge/TWM - EDIT Landfill	803-111150-009	$2,920,821.92	$0.00	$0.00	$44.21	$2,920,777.71
Cambridge/TWM - High Balance	803-010082-009	$15,946,130.13	$0.00	$0.00	$28,837.95	$15,917,292.18
Stifel	50M-165606	$11,474,264.19	$0.00	$0.00	$45,904.50	$11,428,359.69
Multi Bank Securities	8900512385	$2,329,139.48	$0.00	$0.00	$6,205.00	$2,322,934.48
1st Source Bank - Investments	611230012	$5,298,874.96	$0.00	$0.00	$11,602.98	$5,287,271.98
SUBTOTAL		$116,052,839.28	$0.00	$131,421.55	$114,840.81	$115,806,576.92
INVESTMENT		$7,070,000.00	$0.00	$0.00	$0.00	$7,070,000.00
TOTALS		$123,122,839.28	$0.00	$131,421.55	$114,840.81	$122,876,576.92

SCHEDULE OF UNCOLLECTED ITEMS ON HAND
(Checks and other items returned by depositories
and in process of collection at close of month)

Date Originally Received	Received From	For	Date Returned	Returned by (Name of Depository)	Reason for Return	Amount
Total						$0.00

SHERIFF & JAIL OPERATIONS DIVISION
INDIANA DEPARTMENT OF CORRECTION
JAIL INSPECTION REPORT

COUNTY:	**Tippecanoe**
DATE OF INSPECTION:	**8/11/2020**
COUNTY NUMBER:	**79**
JAIL STREET ADDRESS:	**2640 Duncan Road**
CITY:	**Lafayette**
ZIP:	**47904**
SHERIFF:	**Bob Goldsmith**
YEAR OF OFFICE (including prior terms):	**2nd year, 1st term**
PHONE:	**(765) 423-9388**
FAX:	**(765) 423-4155**
E-MAIL:	rgoldsmith@tippecanoe.in.gov
CIRCUIT COURT JUDGE:	**Sean Persin** spersin@tippecanoe.in.gov
SUPERIOR COURT JUDGE:	**Randy Williams** rwilliams@tippecanoe.in.gov
COUNTY COMMISSIONERS:	**Tracy Brown, President** tabrown@tippecanoe.in.gov
COUNTY COMMISSIONERS:	**David Byers** dbyers@tippecanoe.in.gov
COUNTY COMMISSIONERS:	**Tom Murtaugh** tmurtaugh@tippecanoe.in.gov
COUNTY PROSECUTOR:	**Patrick Harrington** pharrington@tippecanoe.in.gov
YEAR JAIL BUILT/YEAR(S) ADDED OR RENOVATED:	**1990 / Rev: 2002**

Deliberative Confidential Report I.C. 5-14-3-4

DEATHS SINCE LAST INSPECTION:	1	**Natural: (9/17/19)**
	0	**Suicide**
	0	**Homicide**

ESCAPES SINCE LAST INSPECTION:	0	**From the jail**
	0	**From custody**
	0	**Walk-away/did not return**

Administration and Organization		**Remarks**
1. Is there an Jail Administrator/Commander?	Yes	Thomas Lehman, Captain
1a. Telephone Number:		(765) 423-9388, ext. 250
1b. E-mail address:		tclehman@tippecanoe.in.gov
1c. Is there an Assistant Jail Commander?	Yes	Carrie Morgan, Lieutenant
1d. E-mail address:		cjmorgan@tippecanoe.in.gov

2. Was there an annual report of services prepared?	Yes	
3. Is there a manual of policies and procedures?	Yes	
3a. Has it been reviewed by all employees?	Yes	
4. Has it been reviewed and updated in the last year by the sheriff or his/her designee?	Yes	
4a. Date of review:		January 2019 (on-going)
4b. Reviewed by:		Captain Lehman & Lt. CJ Morgan
4c. Liability Insurance Carrier:		U.S. Specialty Insurance Company

Fiscal Management		Remarks
5. Is there a written procedure for the handling of monies?	Yes	
6. Is there a written jail cost record?	Yes	
7. Have you had a State Board of Accounts audit?	Yes	
8. Is there a written budget request prepared by the Sheriff?	Yes	
9. Is there a written inventory of county jail property?	Yes	

Training and Staff Development		Remarks
10. Is there a written training and staff development plan?	Yes	
10a. Date of annual evaluation and revision:		January 2019 (on-going)
10b. Reviewed by:		Captain Lehman & Lt. CJ Morgan
11. Has each new jail officer received eighty (80) hours of orientation and training, at the jail, prior to job assignment?	Yes	
12. Has each new jail officer received forty (40) hours of certified training through the Law Enforcement Training Board during their first year of employment?	Yes	Seven (7) new hires to be scheduled within one year of hire date
13. Has each jail officer received sixteen (16) hours of documented training this year and the Jail Commander twenty-four (24) hours of training for those subjects outlined in the	Yes	
14. Has each authorized employee been trained and qualified in the past year with weapons?	Yes	
14a. Is this training documented?	Yes	
15. Has every employee authorized to use a weapon been trained in the use of deadly force?	Yes	
16. Did you request a training allowance in your budget?	Yes	
16a. Was it approved? If no, why not?	Yes	

Management Information Systems and Inmate Records		Remarks

17. Does the intake form contain all the required information?	**Yes**
18. Are there proper records maintained on all inmates?	**Yes**
19. Are population movement records properly maintained?	**Yes**
20. Is there a written policy concerning jail incident reports?	**Yes**
21. Is there a written policy regarding inmate records privacy?	**Yes**
22. Is the inmate's medical record separate from the confinement record?	**Yes**

Physical Plant		**Remarks**
23. Is there twenty (20) foot candles of light at desk level throughout the cell blocks?	**Yes**	21.1 - 30.3 f/c
24. What was the cubic feet per minute of air flow movement on the day of inspection?		530.5 - 1130.5 c/f/m
Noise Levels=		*43.0 - 50.4 dBA*
25. The temperature at the time of inspection was:	58-60	degrees Fahrenheit.
26. Was the clothing and bedding adequate for the prevailing temperature?	**Yes**	
27. Was there both hot and cold running water in each cell?	**Yes**	
28. Is there one toilet and one shower for twelve (12) inmates in the activity area?	**Yes**	
29. Is the inmate receiving and booking area outside the inmate living area?	**Yes**	
30. Is the inmate receiving and booking area inside the secured perimeter?	**Yes**	
31. Does this area have proper weapons lockers outside of the secured perimeter?	**Yes**	
32. Does it have proper temporary holding space?	**Yes**	
33. Are there fixed benches in ample supply for its capacity?	**Yes**	
34. Is there audio and visual communication in the temporary holding area?	**Yes**	
35. Are there available toilets, washbasins with hot and cold running water in the temporary holding area?	**Yes**	
36. Is there a booking area in the reception area?	**Yes**	

37. Is there a medical examination area in the reception area?	**Yes**	
38. Are there shower facilities in the reception area?	**Yes**	
39. Is there secure storage for the inmate's personal property in the reception area?	**Yes**	
40. Are there telephone facilities in the reception area?	**Yes**	
41. Are supply areas separate from inmate living and activity areas?	**Yes**	
42. Is there adequate secure storage space for all supplies and equipment?	**Yes**	
43. Are arsenals located outside the security perimeter of the inmate living and activity areas?	**Yes**	
44. Is there an area for inmates under special medical supervision?	**Yes**	No negative air flow cells
45. Is there a special area for temporary detention of inmates under the influence of alcohol?	**Yes**	
46. Is there a special area for temporary detention of inmates that are violent, uncontrollable or self-destructive?	**Yes**	
46a. Are the above two (2) areas equipped with audio-video monitoring?	**Yes**	
46b. Do inmates have access to a toilet and running water?	**Yes**	
47. Is there a bed for all incarcerated inmates?	**Yes**	
48. Total number of operational jail beds (elevated at least 12 inches off the floor and permanently installed) .	**603**	
49. Number of adult males incarcerated.	**377**	
50. Number of adult females incarcerated?	**81**	
51. Number of waived males less than 18 years old?	**2**	
52. Number of waived females less than 18 years old?	**0**	
53. Total inmate count on inspection day.	*458*	
54. Number of inmates sentenced to serve county time?	**58**	
54a. How many of these are sentenced to a work release program?	**0**	
55. Is this an IDOC Holding Jail?	**Yes**	
55a. Total number of beds identified for IDOC holding.	**90**	

55b. Number of inmates being held for IDOC?	20	L6 Offenders
56. Number of sentenced inmates awaiting transfer to IDOC?	24	
57. Number of inmates being held for the US Marshal or I.C.E?	0	
58. Number of military prisoners?	0	
59. Is there a written plan for preventative maintenance?	Yes	
60. Is it reviewed and updated annually?	Yes	

Commissary		Remarks
61. Did the State Board of Accounts approve your commissary policy?	Yes	

Safety and Sanitation		Remarks
62. Is cleaning equipment available to inmates daily?	Yes	
63. Is the jail inspected weekly by a designated official?	Yes	
64. Are written inspection reports maintained?	Yes	
65. Are insect and rodent inspections made weekly?	Yes	
66. Is there a licensed exterminator contract?	Yes	
67. Are plumbing fixtures functional?	Yes	
68. Are faulty plumbing fixtures repaired promptly?	Yes	
69. Are exits clearly marked, illuminated continuously and clear?	Yes	
70. Is there a written evacuation plan for emergencies?	Yes	
71. Are evacuation instructions in all living and working areas?	Yes	
72. Has the Sheriff requested the Board of Health to inspect the jail annually?	Yes	
73. Has the Board of Health inspected the jail annually?	Yes	
74. Is there a written policy concerning safety, sanitation and supply control?	Yes	

Clothing and Personal Hygiene		Remarks
75. Are suitable clothing, bedding and towels provided for the total inmate population?	Yes	

76. Are all inmates provided with shaving materials, bar soap, toothpaste and toothbrush?	**Yes**	
77. Do inmates shower upon admission to general population?	**Yes**	
78. Are inmates afforded the opportunity to shower at least three (3) times within every seven (7) days?	**Yes**	
79. Are haircuts available, upon request, at least every six (6) weeks?	**Yes**	
80. May inmates wear personal clothing to their trials?	**Yes**	Jury Trial only.

Medical Care and Health Services & Suicide Prevention		**Remarks**
81. Is there a licensed physician responsible for medical screening and qualified for suicide screening and prevention	**Yes**	Quality Correctional Care is the onsite medical provider & available 24 hrs and 7
82. Are there written procedures for medical service delivery to inmates?	**Yes**	
83. Are these procedures approved by a physician?	**Yes**	
84. Are health care personnel licenses or certification on file with the Sheriff?	**Yes**	
85. Do jail security regulations apply to medical personnel?	**Yes**	
86. Are there adequate space, equipment, supplies and materials for medical services available?	**Yes**	
87. Are first aid kits available at the jail?	**Yes**	AED (2)
88. Are first-aid kits inspected and refilled according to the responsible physician that is contracted by your jail?	**Yes**	
89. Are inmates medically screened upon admission?	**Yes**	
90. Has the doctor approved the medical screening form?	**Yes**	
91. Are all inmates in jail given a medical examination within fourteen (14) days?	**Yes**	
92. Is this medical examination given by a physician or his designee?	**Yes**	
93. Are inmates medical complaints collected daily?	**Yes**	
94. Are medical and mental health complaints responded to by medically and mental health trained personnel?	**Yes**	

95. Is there a physician available at least weekly to respond to medical complaints?	**Yes**	
96. Is twenty-four (24) hour emergency medical, dental care and psychiatric care available pursuant to a written plan and	**Yes**	
97. Is there a written emergency medical plan?	**Yes**	
97a. Emergency evacuation of inmates	**Yes**	
97b. Use of an emergency medical vehicle	**Yes**	
97c. Use of one or more designated hospital emergency rooms or appropriate health facilities	**Yes**	St. Elizabeth Hospital East.
97d. Emergency On-call physicians and dentists services when the emergency health facility is not located in a near by community.	**Yes**	
97e. Security procedures that provide for the immediate transfer of inmates when appropriate.	**Yes**	
97f. Arrangements for emergency psychological services.		Quality Correctional Care & Valley Oaks (assist w/medications)
98. Are all jail personnel first aid trained?	**Yes**	
99. Is one (1) person per shift trained in receiving screening?	**Yes**	
100. Is one (1) person per shift trained in CPR and/or AED?	**Yes**	
101. Is one (1) person per shift trained in common symptom recognition?	**Yes**	
102. Is one (1) person per shift trained to recognize symptoms of mental illness or retardation?	**Yes**	
103. Does jail refuse acceptance of an unconscious or critically injured person?	**Yes**	
103a. What is your BAC/BrAC cut off level for booking refusal?	**Yes**	*Inmates testing .25% B.A.C. must be screened by medical personnel prior to incarceration.*
104. Are all injured inmates examined immediately by competent medical personnel?	**Yes**	
105. Is a written description of the injury prepared?	**Yes**	
106. Are photographs taken of the injury?	**Yes**	
107. Are prescribed medications given as per physician orders?	**Yes**	
108. Are all persons administering medication trained by the responsible physician?	**Yes**	
109. Are records of medication administered kept?	**Yes**	
110. Did the physician approve the record form?	**Yes**	

111. Is chronic care, convalescent care and medical preventive maintenance provided?	**Yes**	
112. Did the inmate medical file contain all information approved by a responsible physician?	**Yes**	
113. Is access to inmate medical records controlled by the responsible physician?	**Yes**	

Diet and Food Preparation		**Remarks**
114. Has the Sheriff established written policies and procedures concerning food, quantity and quality?	**Yes**	
115. Is discipline by means other than denial of food?	**Yes**	
116. Are meals served under supervision of the jail administrator or his designee?	**Yes**	
117. Is there always less than fourteen (14) hours between meals?	**Yes**	
118. Do inmates receive three (3) meals a day?	**Yes**	
119. Is at least one (1) meal each day cooked?	**Yes**	
120. Are menus prepared in advance?	**Yes**	
121. Are records retained of meals served?	**Yes**	
122. Have the meals been approved by a qualified dietician and reviewed every 2 years?	**Yes**	*Alison Leffler, RD- approved menu on 1/2/2020*
123. Are all food service areas and equipment inspected daily by administrative jail personnel?	**Yes**	
124. Is all stored food placed on racks off the floor?	**Yes**	
125. Is food covered while being transported to the inmate?	**Yes**	
126. Is the kitchen floor cleaned daily?	**Yes**	
127. Is the kitchen equipment cleaned daily?	**Yes**	
128. Are walls and vents clean?	**Yes**	
129. Has the jail administrator requested the local health officer to inspect the kitchen facilities?	**Yes**	
130. Does the local health officer or other qualified agency inspect it annually?	**Yes**	Tippecanoe County Health Dept. completed inspection on 12/17/2019
131. Are eating utensils sanitized after each use?	**Yes**	

132. Is kitchen equipment operational?	Yes	
133. Do you use inmates in the kitchen?	Yes	
134. Do kitchen inmates receive pre-service medical examinations?	Yes	
135. Do kitchen inmates receive daily visual examinations?	Yes	
136. Do kitchen inmates wear approved clothing for food handling?	Yes	
137. Are medical diets served when approved by the responsible physicians?	Yes	
138. Are religious diets served when accessible and authorized by the sheriff?	Yes	
139. Has the sheriff established, in writing, a control system to monitor and control food pilferage, misuse or spoilage?	Yes	

Security and Control		**Remarks**
140. Is there an established manual of policies for security and control?	Yes	
141. Is it accessible and reviewed by all jail personnel?	Yes	
142. Is it reviewed and updated annually and documentation provided?	Yes	
143. Have jail officers been trained consistent with the manual?	Yes	
144. Have pre and post training exams been administered?	Yes	
145. Have the results been made a part of the employee's records?	Yes	
146. Is there an extra set of jail keys securely stored?	Yes	
147. Are written reports prepared when a weapon is discharged by jail personnel?	Yes	
148. Are weapons restricted from designated areas?	Yes	
149. Do you use mace, teargas, Oleoresin Capsicum (O.C.)?	Yes	O.C. & Taser.
150. Is there a list of persons authorized to use mace, tear gas, Oleoresin Capsicum (O.C.)?	Yes	O.C. & Taser.
151. Have they been trained in its usage?	Yes	

152. If a person is injured by a chemical agent, does he receive an immediate medical examination?	**Yes**	
153. Is there a communication control center?	**Yes**	
153a. Was it secured?	**Yes**	
154. Is there an audio communication system between the control center and the inmate living area?	**Yes**	
155. Is there an emergency generator?	**Yes**	
156. Is it functional?	**Yes**	
157. Is it tested weekly?	**Yes**	
157a. What day is it tested?		Monday. A.M.
158. Is security equipment sufficient to meet facility needs and stored in a secure readily accessible area?	**Yes**	
159. Are all doors on security perimeters kept locked?	**Yes**	
160. Do you prohibit a jail officer from entering a high security cell area without a back-up?	**Yes**	
161. Are contraband searches held?	**Yes**	
162. Are written reports made of items confiscated?	**Yes**	
163. Are inmates informed of their authorized articles?	**Yes**	
164. Are contact visitors and inmates searched?	**N/A**	Contact visits are not permitted.
165. Are all inmates searched before leaving or returning to the jail?	**Yes**	
166. Is there a written policy concerning contraband, searches and seizures?	**Yes**	

Supervision of Inmates		**Remarks**
167. Is there sufficient jail personnel present in the jail to provide adequate 24 hour supervision of inmates?	**Yes**	**See Comment Section
167a. How was your number of sufficient jail personnel established?		*Data-Driven Staffing Analysis conducted by Bennett & Associates 2014.*
168. Is there personal observation of the inmate at least every sixty(60) minutes during lockdown hours at night?	**Yes**	
169. Is this observation documented?	**Yes**	

170. Is there written policy on male-female supervision by male-female staff?	Yes
171. Are privacy rights considered in this policy?	Yes
172. Are there written policies for segregation of inmates?	Yes
172a. Do jail officials review the status of the inmate at least once every seven (7) days.	Yes
172b. Does time spent confined or separated from the general population before determination of guilt credit toward the period of segregation imposed?	Yes
172c. Does the disciplinary segregation period exceed thirty (30) day for any single instance of disciplined conduct	No
172d. Do jail officials maintain a permanent written record of activity in segregation areas?	Yes
173. Is each area of the jail visited by the Sheriff or his designee at least once weekly?	Yes
174. Is each area of the jail visited by supervisory staff daily?	Yes
175. Are these visits documented?	Yes
176. Are inmates prevented from supervising or exerting control or assuming any authority over other inmates?	Yes

Inmate Rights		Remarks
177. Do inmates have access to courts?	Yes	
178. Do inmates have confidential access to attorneys?	Yes	
179. Do inmates have reasonable access to an adequate law library, if operating pro se'?	Yes	
180. Are all forms of discrimination of inmates forbidden?	Yes	
181. Do inmates have access to reading material (not pornography)?	Yes	
182. Do inmates have religious freedom where security is not broken?	Yes	
183. Is physical exercise available indoor?	Yes	
184. Is physical exercise available outdoor?	Yes	
185. Is refusal of recreation documented?	Yes	
186.Do you provide a list of all inmates, sentenced and incarcerated, to the county clerk quarterly, as required by IC 3-7-46-6?	Yes	

187. Is there a written inmate work assignment record?	Yes	
188. Is there a written grievance policy and procedure?	Yes	
189. Is it distributed to the inmates?	Yes	
190. Is there a written jail visitation policy and procedure?	Yes	
191. Is there a written jail telephone policy and procedure for inmates?	Yes	
192. Is there jail visitor registration?	Yes	

Mail		Remarks
193. Is there a written procedure governing inmate correspondence?	Yes	
194. Is mail unlimited in volume?	Yes	
195. May inmates correspond within the jail by mail?	No	
196. Do you forbid the opening or censoring of mail for government officials, courts, attorneys or news media?	Yes	
197. If mail is delayed, censored, or withheld, is the inmate given prompt notice?	Yes	
198. Is there a written record of this action?	Yes	
199. Are indigent inmates provided free writing supplies?	Yes	

Discipline		Remarks
200. Are there written rules of inmate conduct?	Yes	
201. Do they describe disciplinary actions to be taken?	Yes	
202. Do they describe the procedure to be followed?	Yes	
203. Are copies of rules distributed to inmates or posted in the living areas?	Yes	
204. Do you prohibit the use or physical force as a discipline?	Yes	
205. Have personnel been trained as to inmate rules of conduct?	Yes	

206. Have personnel been trained as to sanctions available?	Yes	
207. Are all disciplinary standards met?	Yes	
208. Are disciplinary hearings provided for and held?	Yes	
209. Are these consistent with the standards?	Yes	
210. Are there provisions for an appeal?	Yes	Two levels, Jail Commander and Sheriff.

Classification		**Remarks**
211. Is there a written plan for classification of inmates?	Yes	
212. Are inmates with contagious diseases separated?	Yes	
213. Are intoxicated inmates segregated?	Yes	
214. Are inmates experiencing drug withdrawal segregated?	Yes	
215. Are inmates experiencing mental conditions segregated?	Yes	

Reception, Orientation. Property Control and Release		**Remarks**
216. Are there written procedures governing reception and orientation?	Yes	
217. Is the inmate's personal property inventoried and securely stored?	Yes	
218. Is the inmate's money securely stored?	Yes	
219. Does the inmate sign for his property upon release?	Yes	

Jail Program Survey		
Have arrangements been made for the provision of special education services as needed?	Yes	G.L.A.S.S. - Lafayette School Corporation.
Does the jail provide GED services?	Yes	**TASC classes are temporarily suspended due Covid-19**
Does the jail provide any substance abuse counseling services in the jail?	Yes	
Is smoking within the jail prohibited?	Yes	
Does the county have a community corrections program?	Yes	
Other programs?		**All programs are temporarily suspended**

due Covid-19
Bible Study, Church Services, NA, AA, & SA, Planned Parenthood, Life Skills, Mental Health.

OTHER OBSERVATIONS, COMMENTS, AND RECOMMENDATIONS

All essential posts are staffed daily authorize by the Jail Commander. Control room post is occupied 24/7. Jail officers are completing & documenting required visual checks every 60 minutes.

Accompanied by:
Thomas Lehman, Captain
C.J. Morgan, Lieutenant

Inspected by:
Chance Sweat
State Jail Inspector, Northern Region
Indiana Dept. of Correction
Sheriff & County Jail Operations Division
Phone: 317-232-5741
csweat@idoc.IN.gov

Low Cost Spay Neuter Clinic Inc.

Low Cost Spay Neuter Clinic

Tippecanoe County Statistic Report

August 1- August 31, 2020

	Cats			Dogs			Actual	Budget	Difference
	Male	Female		Male	Female				
August Actuals	386	474		130	113		1,103	839	+264

Monthly Surgery Numbers

	January	February	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec.	YTD Total
Actual	910	668	698	198	962	1,199	1,097	1,103	-	-	-	-	6,835
Budget	810	839	839	839	839	839	839	839	839	839	839	515	9,715

Surgery Number Breakdown

Source:	
Individual Pet Owners	425
Rescue Groups	398
Feral Cats	263
Almost Home Humane Society	17
August Surgery Total	**1,103**

Actual Number of Surgeries Year to Date as of August 2020: 6,835

Budgeted Number of surgeries for 2020: 9,715

Total Surgeries Since Opening as of August 31, 2020: 14,101

During the month of August, the Clinic has provided individuals in need with $456.00 of services, including free spay or neuter, vaccines and medical care to the public. Year to date the clinic has provided $2,861.00 in free services to those in need.

Due to the Covid-19 pandemic, and Indiana's Stay at Home Order, the clinic was closed from March 25 - May 3, 2020 for the saftey of our staff and clients. We did two days of surgeries for rescues and shelter in the month of April as needed.

Tammy Sollenberger
Executive Director
317.706.0537

RECEIVED
SEP 16 2020

MONTHLY REPORT -- CLERK OF THE CIRCUIT COURT Form No. 46-CR

Required by IC 33-32-3-6

MONTH ENDING August 31, 2020 (Clerk's Account) County

CHARGES (Daily Balance Record and ISETS Daily Support Book)

1 Fees payable to the State	$	437,736.94
2 Fees payable to the County	$	162,034.37
3 Fees payable to city or town	$	-
4 Trust funds	$	3,727,221.51
5 Support-ISETS	$	58,633.72
6 Judgment Collections	$	19,278.19
7 Cash on Hand	$	-
8 Bank Fees	$	-
9 Bank Acct Discrepancy & Converted Liability	$	(191,768.20)
10 Unclaimed Funds & Refund	$	1,411.37
11 TOTAL CHARGES	$	**4,214,547.90**

CREDITS; (Daily Balance Record and ISETS Daily Support Book)

12 Odyssey Bank Account	BANK	$	2,814,595.05		
13 Quest Bank Account	BANK	$	9,352.98		
14 Isets Bank Account	BANK	$	58,051.40		
15	BANK				
16 Subtotal: Daily Balance Record (46) (Lines 12 thru 15)		$	**2,881,999.43**		
17 ISETS Monthly Clerk's Support Record (246MCR)					
18 TOTAL DEPOSITORY BALANCES AS SHOWN BY RECORDS Lines 16 + 17				$	**2,881,999.43**
19 Investments on hand at close of business last day of month					$1,331,609.64
20 Cash in office at close of business last day of month				$	600.00
21 TOTAL					4,214,209.07
22 Cash Short (Add)					338.83
23 Cash Long (Deduct)					
24 PROOF (Line 11)		$	**4,214,547.90**	$	**4,214,547.90**

DEPOSITORY RECONCILEMENT

25 Balance per Statement(s)		$	4,328,769.12		
Subtotal Depository Balances		$	**4,328,769.12**		
26 Deduct outstanding checks		$	1,557,595.10		
27 **Net depository balance**		$	**2,771,174.02**		
28 Deposits in transit	(see list below)	$	67,887.87		
29 Bank fees		$	277.00		
30 INTEREST BEARING TRUST ACCOUNT		$	-		
31 MISC RECONCILING ITEMS	(See attached)		$35,909.23		
32 Participant recoupments (short)		$	6,751.31		
33 Agency recoupments					
34 Balance in all depositories (line 18)		$	**2,881,999.43**	$	**2,881,999.43**
35 PROOF				$	-

State of Indiana, Tippecanoe County: ss: I The undersigned Clerk of the Circuit Court in and for the aforesaid county and state, do hereby certify that the foregoing report is true and correct to the best of my knowledge and belief and as appears of record now on file in this office.

Dated this 3rf of September, 2020

Julie Roush, Tippecanoe County Clerk

(SEAL)

1. Clerk: Retain WHITE copy
   File 3 copies with Auditor

2. Auditor: File CANARY copy with County Board of Finance
   File PINK copy with Board of County Commissioners
   Transmit GOLDENROD copy to State Board of Accounts

FILED

SEP 10 2020

AUDITOR OF TIPPECANOE

Crystal Creek Kennels
7109 Goldsberry Road
Battle Ground, IN 47920
(765)430-1822

FAX

From: Bernard W Wulle
Return Fax: (765)588-9995
Attention To: Tracy Brown
Regarding: June and July numbers

Hope you are staying safe
June and July numbers

Crystal Creek Boarding Kennel
7109 Goldsberry Road
Battle Ground, IN 47920-9744

July 3, 2020
Board of Commissioners of Tippecanoe County
County Office Building
20 North Third Street
Lafayette, IN 47901-1214

REF: County animal control activity for June 2020

Attached are the animal control summary sheets for June. As of July 30, 2020, all animals were placed except 2 dogs and 29 cats. No animal was euthanized in June.

Thank you,

Bernard W. Wulle
Juanita Pollock
Owners, Crystal Creek Kennel

Crystal Creek Boarding Kennel

Month: June 2020 Monthly Report for Tippecanoe County Government

Date	Dogs Brought to Kennel					Cats Brought to Kennel					Return to Owner	
	Animal Control	Humane Society	Owner Surrender	Public Stray	Sheriff's Office	Animal Control	Humane Society	Owner Surrender	Public Stray	Sheriff's Office	Dogs	Cats
1									1			
2	1										1	
3												
4				1								
5												
6												
7								1				
8									8			
9								2				
10												
11					1						1	
12								2	2			
13								2	1			
14									6			
15												
16												
17												
18					1					1		
19								2				
20				1								
21			1									
22									6			
23								2	1			
24												
25								4				
26								1	1			
27				1								
28			1					1	1			
29	1								1			
30	1								2			
31												
Total	3	0	2	3	2	0	0	17	30	1	2	0

Total Dogs:	10	Total Cats:	48	Total Dogs Returned:	2
Total Cats Returned:	0				

Crystal Creek Boarding Kennel
7109 Goldsberry Road
Battle Ground, IN 47920-9744

September 5, 2020
Board of Commissioners of Tippecanoe County
County Office Building
20 North Third Street
Lafayette, IN 47901-1214

REF: County animal control activity for July 2020

Attached are the animal control summary sheets for July. As of September 5, 2020, all animals were placed except 6 dogs and 25 cats. No animal was euthanized in July.

Thank you,

Bernard W. Wulle
Juanita Pollock
Owners, Crystal Creek Kennel

Crystal Creek Boarding Kennel

Month: July 2020

Monthly Report for Tippecanoe County Government

Date	Dogs Brought to Kennel					Cats Brought to Kennel					Return to Owner	
	Animal Control	Humane Society	Owner Surrender	Public Stray	Sheriff's Office	Animal Control	Humane Society	Owner Surrender	Public Stray	Sheriff's Office	Dogs	Cats
1								1				
2								3				
3												
4												
5				1					1			
6	1								7		1	
7								1				
8	1								3			
9												
10								6				
11					1							
12					1							
13												
14								2				
15												
16												
17												
18				1				1	1			
19									4			
20												
21	1								1			
22									2			
23												
24									3			
25								1	1			
26									1			
27									1			
28												
29									5			
30												
31	1											
Total	4	0	0	2	2	0	0	15	30	0	1	0

Total Dogs:	8	Total Cats:	45	Total Dogs Returned:	1
Total Cats Returned:	0				

Tippecanoe County Park and Recreation Board

Meeting Agenda

September 9, 2020 at 3:00 PM

Tippecanoe Battlefield Shelter House

200 Battleground Avenue

Battle Ground, IN 47920

I.	Call to Order	John Gambs
II.	Approval of August 2020 Minutes	J. Gambs/Board
III.	Review of Claims	J. Gambs/Board
IV.	Old Business	
	Battlefield Museum Lease Update	Allen Nail
V.	New Business	
	TCHA Update	Leslie Conwell Martin
	2020 Budget Report	Mary Barrett
	2021 Budget Hearings	Allen Nail
	Superintendent's Report	Nail/Staff
VI.	Miscellaneous	
	Other Business	J. Gambs/Board
VII.	Adjournment	

Tippecanoe County Park & Recreation Board

Agenda

Executive Session

Wednesday, September 9, 2020 at 2:30 PM

Tippecanoe Battlefield Park-Shelter

200 Battleground Avenue

Battle Ground, IN 47920

The Park Board will meet to discuss the development of a list of prospective appointees as authorized under Indiana Code 5-14-1.5-6.1(b)10.

Tippecanoe County Park and Recreation Board
Minutes of August 5, 2020
Ross Camp A-frame Lodge
9225 CR 75 South
West Lafayette, IN 47906

Present: Board members John Gambs, Denny Mellon, Mike Gery, Scott Rumble. Also in attendance were staff members Mary Barrett, Randy Lower, Brian Cook, Brian Spitznagle and Allen Nail. Representatives of the Tippecanoe Mountain Biking Association were also in attendance.

The meeting was called to order at 3:01 p.m. by John Gambs.

July minutes were unanimously approved on a motion by Denny Mellon and a second by Scott Rumble.

Claims were reviewed and unanimously approved on a motion by Denny Mellon and a second by Mike Gery.

Old Business:

- Tecumseh Trails Graphics: Allen would like to move forward, depending on 2021 budget hearings and necessary repairs for the remainder of 2020, with a proposal from Travis Nuest for master plan conceptual drawings for Tecumseh Trails Park. The visual aid will assist with grant applications and provide funding sources with a vision for the park. Travis had submitted three proposals for scope of services. The base proposal includes the conceptual site design with one meeting with the staff and a follow up meeting with the Board. The second proposal includes renderings of an overlook and a new picnic shelter area, and Travis has agreed to include the renderings for an additional fee, but not the entire total of the second proposal. ($500 per rendering). Travis will provide a revised proposal for the September meeting and a decision can be made at that time.

New Business:

- Tippecanoe Mountain Biking Update: Jason Pruitt with the Tippecanoe Mountain Bike Association (TMBA) provided the board with updates on the bike trails at the Amphitheater and Hoffman Nature Area. The largest project for the group continues to be the trails at Hoffman. Dedicated volunteers have work sessions at least monthly to maintain and expand the trails. Although the volunteer hours have decreased due to Covid-19, in 2020 the group has provided approximately 320 work hours. TMBA is now on Instagram and their Facebook following has grown to over 780 friends and they are hosting weekly rides; last year saw increased interest with many new riders. They are now able to utilize the 501c3 Not for Profit status under Hoosier Mountain Biking Association which will benefit them in a few ways including the ability to apply for grants. They

hope to improve signage on the trails, add a kiosk at Hoffman and offer more courses with varying skill levels. The Board thanked the group for their efforts and appreciates the partnership.

- DNR Ross Camp Use Agreement: In 2000, Ron entered into an agreement with DNR to provide volunteer manhours and the value of these hours is credited against future rental fees. The original agreement was reviewed and approved by Dave Luhman. Brian Cook provided the Board with a copy of the proposed agreement with DNR with only minor changes to the original document. The agreement has been in effect for 2, 10-year terms and is now set to expire in 2021. Brian presented the Board with a slideshow highlighting the extensive improvements that DNR volunteers have made over the years. Allen feels the agreement is a mutually beneficial arrangement. John motioned to renew the proposed contract with DNR, Mike seconded the motion, unanimously approved.
- 2020 Budget Report: The Board reviewed the July budget. There were no questions or concerns.
- Superintendent's Report:
    - Leslie Conwell notified Allen that the 2020 Feast has been cancelled. Leslie is currently the acting Director of Operations and remains the Feast coordinator. The museum will continue to have limited hours of operation. Allen has not heard from Del regarding changes to the museum lease.
    - The meeting to visit the property on CR 400 N had to be rescheduled. Allen will report findings at the next meeting.
    - The pit toilets located near the River shelter at the Fort and at Mar Len will be removed very soon. The pit toilets at Mar Len will be replaced with one portable restroom. Any additional restrooms needed for softball tournaments would have to be paid for by the softball team.

There being no further business, the meeting was adjourned at 4:10 PM.

Minutes compiled by Mary Barrett.

WEIGHTS AND MEASURES MONTHLY REPORT

State Form 44196 (R2/10-99)

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

INDIANA
A State that Works

Inspector: James M. Wolf Jurisdiction: Tippecanoe County Date: 8/16 to 9/15 2020

	STATISTICAL				NARRATIVE (Explain Miscellaneous Tests and Activities)
INSPECTION ACTIVITIES	Correct	Rejected	Confiscated	TOTAL	
SCALES					
Vehicle - State Police					
Vehicle - State Inspection					
Vehicle - City or County					
Railroad Scales	2	1		3	Cargill RR (2 Pass-1 Fail)
Belt Conveyor Scales					
Livestock Scales					
Portable & Dormant Scales	4			4	Lafayette Bottle Gas (4)
Hopper Scales					
Computing Scales	17			17	Fed Ex Freight (11) - Old Dominion Freight (5)
Suspension Scales					Fed Ex Ground (1)
Prescription Scales					
Gram Scales					
Non-Commercial Scales	20			20	W I C Office (20)
MEASURING DEVICES					
LPG Meters					
CNG Meters					
Vehicle Truck Meters					Quick Stop Ferry (24) - Smart Shop Main (18)
Gasoline, Kerosene, Diesel Tests	78			78	Quick Pantry Shell (12) - Family Express 9th (24)
High Flow Diesel Tests					
Mass Flow Meters					
Taxi Meters					
Timing Devices					
CALIBRATIONS AND TESTS					
Commercial Weights	7			7	Lafayette Bottle Gas (7)
Prescription Weights					
Wheel Weighers					
Test Weights					

Liquid Measures				
Linear Measures				
Miscellaneous				
OTHER ACTIVITIES				
Packages Checked	161			161
Packages Controlled				
LP Gas Cylinders				
Octane samples				
Measuregraphs				
Customer Compliant	2			
GRAND TOTAL	291	1	0	290

Payless WL- Chicken Breast (18)-Chicken Tenderloin(9
ChuckRoast(11)-Hamburger(18)-PorkLoin(12)-StewMea
WL Fresh Thyme-Hamburger(18)-Sirloin Steak(20)-Bee
Tenderloin(5)-Chicken Breast(8)-Chicken Tenderloin(7)
Chicken Thighs(30)
Customer complaint called in on Aluminum Can Recycli
Claimed scale not weighing correctly (Light)
Tested and no discrepencies or errors found (2)