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

TENTATIVE AGENDA

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

I. PLEDGE OF ALLEGIANCE

II. APPROVAL OF MINUTES

Monday, June 1, 2020

Documents:

AGENDA06152020MINUTESFROM06012020.PDF

III. PRESENTATION OF ACCOUNTS PAYABLE VOUCHERS- PAULA BENNETT

IV. PRESENTATION OF PAYROLL- PAULA BENNETT

V. HIGHWAY- STEWART KLINE

Awarding of Bid- Bridge #133 Replacement Project

Railroad Agreement- KB & S Railroad & Tippecanoe County for the Lindberg Road Project

Temporary Easement Grant- 500 North Project- Parcel 5A & 5B- William E & Janis S Chapman

Warranty Deed- 500 North Project- Parcel 4- William E & Janis S Chapman

Warranty Deed- Bridge #32 Project- Parcel 3- Jerry S & Rebecca S Bower

Documents:

AGENDA06152020HIGHWAYRAILROADAGREEMENT.PDF
AGENDA06152020HIGHWAYEASEMENTGRANT.PDF
AGENDA06152020HIGHWAYWARRANTYDEEDPARCEL4.PDF
AGENDA06152020HIGHWAYWARRANTYDEEDPARCEL3.PDF

VI. GRANTS- SHARON HUTCHISON

Documents:

AGENDA06152020GRANTS.PDF

VII. PROBATION- DAVE HULLINGER

New Position for 2021

Documents:

AGENDA06152020PROBATIONAPO.PDF

VIII. PUBLIC DEFENDER- ROBERT LITTLE

Professional Services Agreement

Documents:

AGENDA06152020PUBLICDEFENDERPROFESSIONALSERVICESAGREEMENT.PDF

IX. COURTS- JUDGE RANDY WILLIAMS

Memorandum of Understanding with Long Center Inc

Documents:

AGENDA06152020MOULONGCENTER.PDF

X. RESOLUTION 2020-18-CM

Concerning Dormie LLC Request for Tax Abatement

Documents:

AGENDA06152020RESOLUTIONDORMIEREQUESTTAXABATEMENT.PDF

XI. CHANGE ORDER FOR FAIRGROUNDS PROJECT

Documents:

AGENDA06152020CHANGEORDERFAIRGROUNDSPROJECT.PDF

XII. UNFINISHED/NEW BUSINESS

XIII. PUBLIC COMMENT

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Tippecanoe County Board of Commissioners

Meeting Minutes

Monday, June 1, 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 John Thomas.

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

II. APPROVAL OF MINUTES from Monday, May 18, 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 May 22, 2020 through June 1, 2020 were recommended for approval without exception.

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

IV. PRESENTATION OF PAYROLL – Paula Bennett

The payroll from May 29, 2020 was recommended for approval without exception.

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

V. AREA PLAN

A. ORDINANCE 2020-03-CM: a rezoning from R1 & PDRS to PDRS for Stonehenge PD, Phase 4 (Heron Bay Development LLC), Wabash 34 (NW) 24-5.

- Commissioner Murtaugh moved to consider ORDINANCE 2020-03-CM, second by Commissioner Byers.

Attorney Dan Teder, representing the developer, stated that the Petitioner is requesting rezoning for a single-family development of 107 large lots and 6 outlots with private streets. This request completes the planned development and will have several amenities: trails, pond, common area, extensive landscaping, clubhouse and a pool. He said the request received both staff and APC approval.

President Brown called for the vote:

- Auditor Plantenga recorded the vote:

Commissioner Brown	Yes
Commissioner Murtaugh	Yes
Commissioner Byers	Yes

Ordinance 2020-03-CM passed with a vote of 3-0.

B. ORDINANCE 2020-04-CM: a rezoning from GB to I3 at 4418 E Old 350 S (east of Sagamore Parkway), in Fairfield 11 (NW) 23-4.

- Commissioner Byers moved to consider ORDINANCE 2020-04-CM, second by Commissioner Murtaugh.

Attorney Dan Teder, representing the petitioner (Lafayette Tents and Events), stated this is a request to rezone two 5-acre tracts. The petitioner wants to consolidate their facilities

from Concord Road and Downtown to this location. The request received both staff and APC approval and follows the Adopted Land Use Plan.

President Brown called for the vote:

- Auditor Plantenga recorded the vote:

Commissioner Murtaugh	Yes
Commissioner Byers	Yes
Commissioner Brown	Yes

Ordinance 2020-04-CM passed with a vote of 3-0.

C. ORDINANCE 2020-05-CM: President Brown stated that the attorney presenting this request is on route and the request will be heard later in the meeting.

D. ORDINANCE 2020-06-CM: a rezoning from R1A to R1B of Belle Terra Major Subdivision at the northwest corner of CR 600N and CR 75E in Tippecanoe 20 (SE) 24-4.

- Commissioner Murtaugh moved to consider ORDINANCE 2020-06-CM, second by Commissioner Byers.

Attorney Dan Teder, representing the developers (K & K Homes LLC), stated the request is for 79 lots on 27.57 acres. The rezoning is similar to the developer's subdivision on Morehouse Road but includes a "commitment" to increase lot coverage from 30% to 35%. It will have several amenities including a clubhouse, pool and trails. The request received both staff and APC approval.

Commissioner Byers asked if the emergency access between subdivision phases is retained and Attorney Teder said that it was.

- Commissioner Murtaugh moved to accept the commitment, second by Commissioner Byers. Motion carried.

President Brown called for the vote:

- Auditor Plantenga recorded the vote:

Commissioner Byers	Yes
Commissioner Brown	Yes
Commissioner Murtaugh	Yes

Ordinance 2020-06-CM passed with a vote of 3-0.

VI. HIGHWAY – Stewart Kline presented and recommended:

A. Opening of Bids for the Bridge #133 Replacement Project.

This is a timber bridge that had an emergency repair this spring because of a collapsed pier. Attorney Masson opened the bids:

Milestone, $879,000
Duncan Robertson Inc., 727,490.20

- Commissioner Murtaugh moved to accept the bids and take them under advisement, second by Commissioner Byers. Motion carried.

B. Continuation Certificate to: Groundwater & Environmental Services Inc; Fairfield Contractors Inc; Tri-County Telephone Company, dba TDS Telephone; West Point Telephone Company Inc, dba TDS Telecom; each for $5,000 to work in all County right-of-way.

- Commissioner Murtaugh moved to approve all four Continuation Certificates as presented, second by Commissioner Murtaugh. Motion carried.

VII. AREA PLAN COMMISSION

ORDINANCE 2020-05-CM: a rezoning from R1 to GB at 10 Aretz Lane (east of Old SR 25N).

- Commissioner Byers moved to consider ORDINANCE 2019-05-CM, second by Commissioner Murtaugh.

Attorney Reid Murtaugh, representing the owners, stated that the triangular-shaped half an acre of land is surrounded by GB zoning and both the APC and staff recommended approval.

President Brown called for the vote:

- Auditor Plantenga recorded the vote:

Commissioner Brown	Yes
Commissioner Murtaugh	Yes
Commissioner Byers	Yes

Ordinance 2020-05-CM passed with a vote of 3-0.

VIII. GRANTS – Sharon Hutchison presented and recommended:

Permission to Apply for Grants:

A. For TEMA, and possibly the bomb squad, from the Indiana Homeland Security Foundation grant for Life Safety Equipment.
   - Commissioner Murtaugh moved to approve applying for the grant as presented, second by Commissioner Byers. Motion carried.

B. For the SHERIFF & Community Corrections from the Department of Justice's Bullet Proof Vest Partnership Grant for the purchase of vests for new deputies and necessary updates.
   - Commissioner Byers moved to approve applying for the grant as presented, second by Commissioner Murtaugh. Motion carried.

Permission to Accept Grants funds:

For the Commissioners, instead of the Sheriff, from the Department of Justice (DOJ), Office of Justice Programs, Bureau of Justice Assistance to continue COVID-19 supplies that will be needed for the next 36 months, in the amount of $58,008. No match is required by the County.

- Commissioner Murtaugh moved to accept the grant as presented, second by Commissioner Byers. Motion carried.

MOU/Contract:

For Cary Home Youth Services with the following six providers for addendums to agreements for the Safe Place program: Emily Hardy, Devon Moore, Rebecca Humphrey, Alisha Phillips, Kaitlin Romza and Madeline Roirdan.

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

IX. ACCEPTANCE OF CERTIFICATE OF SUBSTANTIAL COMPLETION FOR JAIL SECURITY VIDEO UPGRADE PROJECT

Sheriff Goldsmith said that the contract for upgrading the security video system with DLZ & Stanley Convergent Security is complete except for a couple pending issues. The project went well and recommended the Commissioners accept the Certificate of Completion.

- Commissioner Byers moved to accept the Certificate as presented, second by Commissioner Murtaugh. Motion carried.

X. THIRD DIRECTIVE CONCERNING DEPOSIT FREQUENCY

Attorney Masson stated that the President was granted authority to change deposit frequency from daily to the Tuesday and Thursdays of each week. This Third Directive reverts to the original daily deposit schedule.

- Commissioner Murtaugh moved to ratify the directive as presented, second by Commissioner Byers. Motion carried.

XI. CHANGE ORDER FOR FAIRGROUNDS PROJECT with Mulhaupt's (#2) to change the type of cameras for a savings and thus a deduction of $11,000.

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

XII. APPOINTMENT TO TIPPECANOE COUNTY BUILDING CORPORATION BOARD:

- Commissioner Murtaugh moved to appointment Emily Downing to the Corporation Board, second by Commissioner Byers. Motion carried.

XIII. UNFINISHED/NEW BUSINESS – None

XIV. PUBLIC COMMENT

President Brown thanked the Sheriff and maintenance staff for all their efforts during the weekend protests that he said were peaceful for the most part, with only minimal damage to the courthouse. The public should have confidence and trust in government and the police, and most support the protesters but condemn the violence and destruction. He wants the voices of the protesters to be heard, but the destruction of property will not be condoned. In this community, we work together.

Commissioner Murtaugh said there was very good communication between all law enforcement agencies and thanked the maintenance staff for working all Sunday. He said that those in the 1st protesters were well organized and professional, but the 2nd round was just sad.

Commissioner Byers also thanked the Maintenance staff and felt that the protesters have a right to speak but no right to loot and damage property.

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 6/15/2020

Minutes prepared by John Thomas, Recording Secretary

AGREEMENT COVERING
RECONSTRUCTION OF RAILROAD-HIGHWAY GRADE CROSSING
AND
INSTALLATION OF GRADE CROSSING WARNING DEVICES

Contract #: R 35297 **Draft of:** May 18, 2020

INDOT File #: 1173627 **DOT/AAR #474 832B**

Daily Train Count: 2 **Max Train Speed:** 25 mph

Location: Lindberg Road from Klondike Road to McCormick, West Lafayette, IN

THIS AGREEMENT, made and entered into by and between the County of Tippecanoe, State of Indiana, acting by and through its Board of Commissioners, hereinafter called the "LPA" and Kankakee, Beaverville & Southern Railway Company hereinafter called the "RAILROAD".

W I T N E S S E T H

WHEREAS, LPA Lindberg Road cross the tracks and operating right-of-way of the RAILROAD east of Klondike Road near West Lafayette, Ti pecanoe County, Indiana at the locations as shown on the attached map marked xhibit 1 attached hereto and made a part hereof;

WHEREAS, in the interest of public safety and convenience the LPA desires to install modern train activated warning devices and have the grade crossing reconstructed at the Lindberg Road crossing as designated on **Exhibit 2**;

WHEREAS, the Indiana Department of Transportation will recommend this project to the Federal Highway Administration for construction with the aid of Federal funds apportioned to the State as authorized by Title 23, United States Code (Public Law 85-767, 85th Congress) or any other Acts supplemental thereto or amendatory thereof; and

WHEREAS, the Indiana Department of Transportation will award the contract, supervise the construction of the project and act as liaison agent for the LPA with the Federal Highway Administration. Where the word "INDOT" appears in this agreement, it will indicate that the Indiana Department of Transportation is performing an act for the LPA as required by the Federal Highway Administration.

NOW, THEREFORE, in consideration of the promises and the mutually dependent covenants herein contained, the parties hereto agree as follows:

Section 1. The RAILROAD, insofar as its title enables it to do so and subject to the rights of the RAILROAD to operate and maintain its railroad and railroad appurtenances along, in, and over its right-of-way, grants INDOT, the LPA and the LPA's contractor, hereinafter called "Contractor", the right to enter upon lands owned or operated by the

RAILROAD for the purpose of constructing the roadway facilities in accordance with the general plans and specifications for Project **1173627**, which are incorporated and made a part hereof by reference. It is understood that the actual conveyance of land or rights, if such are required by Indiana State Law, shall be by means of other instruments to be negotiated between the LPA and the RAILROAD.

Section 2. Detailed plans and specifications for the roadway reconstruction project shall be prepared by the LPA and approved by INDOT and the Federal Highway Administration. All plans and specifications affecting the interests of the RAILROAD shall be subject to approval by the Chief Engineer of the RAILROAD, or his authorized representative, before work is commenced. No changes in the plans or specifications affecting the interests of either party hereto shall be made without the written consent of said party.

Section 3. The parties hereto shall construct or cause to be constructed in substantial accordance with the plans and specifications for **Project 1173627** the following items of work:

(a) Work by the LPA:

(1) The LPA shall be responsible for causing reconstruction of the roadway, including all necessary grading, paving, roadway drainage, and other drainage made necessary by the reconstruction of the roadway facilities;

(2) The LPA will place and maintain railroad advance warning signs and pavement markings in accordance with the current edition of the Indiana Manual on Uniform Traffic Control Devices for Streets and Highways and any subsequent amendments, revisions, or supplements thereto.

(b) Work by the RAILROAD:

(1) The RAILROAD shall install new train activated warning devices consisting of **flashing light signals with gates and a bell and a single overhead cantilever** as shown on **Exhibit 2**, attached hereto and made a part hereof. The design and installation of such warning devices shall conform with the State of Indiana Special Provisions Installation of Active Warning Devices at Highway-Railway Grade Crossings revised March 6, 1997, which are incorporated and made a part hereof by reference and applicable requirements of Part VIII of the current edition of the Indiana Manual on Uniform Traffic Control Devices for Streets and Highways, and any subsequent amendments, revisions, or supplements thereto.

(2) The RAILROAD shall reconstruct the grade crossing to conform with the proposed roadway profile and width, and shall construct the crossing at the location designated on **Exhibit 1** to conform with the manufacturer's specifications which are subject to prior approval by INDOT and the Federal Highway Administration, and in accordance with the Indiana Department of Transportation's Special Provisions for

construction of Highway-Railway Grade Crossings, revised March 7, 1996, which are incorporated and made a part hereof by reference.

Section 4. The RAILROAD shall furnish, in reproducible form, an estimate of costs to be incurred by the RAILROAD for the project. The force account estimate shall be subject to approval by INDOT, and is made a part of this agreement and attached hereto as **Exhibit 3**.

Section 5. All materials shall be furnished and delivered to the crossing site by the RAILROAD and shall be new, except as otherwise specifically approved by the LPA and INDOT, prior to installation.

Section 6. The installation of the active warning devices and the reconstruction of the grade crossing shall be performed by the RAILROAD with its own forces on a force account basis. If the RAILROAD is not equipped to perform any part of the work with its own forces, it may request the permission of INDOT to do the work by contract. After receiving written approval of the method of selection the RAILROAD may proceed, subject to written concurrence by INDOT, to award a contract for the work. The provisions Section 19 of this agreement shall apply to any portion of the work, including engineering services, which the RAILROAD may perform by the contract method. The RAILROAD shall keep complete records of the cost of the above work to be performed by it and shall submit to INDOT on request such information as it may require concerning the cost and other details of the work. The RAILROAD's accounts shall be kept in such manner that they may be readily audited and actual costs readily determined, and such accounts shall be available for audit by representatives of the LPA,, INDOT, and Federal Highway Administration for a period of three years from the date final payment has been received by the RAILROAD. Except as otherwise provided in this agreement, the LPA through INDOT shall reimburse the RAILROAD for the actual cost of the above work performed by it which is estimated to be **Three Hundred Seventy Four Thousand Five Hundred ninety eight dollars and seventy eight cents (374,598.17)**. In the event there are increases in the extent of the work or changes in methods of performing the work, this amount may be increased by mutual agreement. The eligibility for reimbursement of costs of changes to the RAILROAD's facilities and facilities jointly owned or used by the RAILROAD and utility companies shall be determined in accordance with the regulations as set forth in the Federal-Aid Policy Guide 23 CFR, Part 140, Subpart I, Subchapter B and 23 CFR, Part 646, Subpart B, issued December 9, 1991, and subsequent amendments or supplements thereto, which are incorporated herein by reference. It is agreed that progress payments will be made by the LPA, through IND OT, to the RAILROAD for the total amount of work done as shown on monthly statements or when the amount due the RAILROAD equals $1,000.00 or more, said progress billing to be paid within thirty five (35) days of receipt of a signed invoice voucher and the RAILROAD's progress billing. Upon receipt of the final bill, the RAILROAD shall be reimbursed for such items of project work and project expense, in such amounts as are proper and eligible for payment, as determined by final audit to be made by INDOT. In the event final audit discloses that the LP A has reimbursed the RAILROAD more than the amount due under the terms of this agreement, the RAILROAD shall promptly repay the LP A, through INDOT, the amount overpaid by the LP A. Billings from the RAILROAD shall clearly show whether they are partial or final claims. The LP A, through INDOT, will reimburse the RAILROAD for any items of work and expense performed by the RAILROAD at the written direction of the LP A, which are

not eligible for reimbursement from Federal funds. The RAILROAD shall not commence any of the work to be undertaken by it hereunder until notified in writing by INDOT to proceed, and shall have received assurance from INDOT that the project has been approved by all necessary governmental authorities. Said work by the RAILROAD shall be commenced within thirty (30) days after such notification to proceed. Buying and assembling of materials shall be construed as compliance with the foregoing thirty (30) day provision.

Section 7. On all contract construction operations involving direct interference with the RAILROAD's tracks or traffic, the fouling of railroad operating clearances, or reasonable probability of accidental hazard to railroad traffic, the LPA and INDOT shall require the Contractor to arrange for the necessary railroad personnel to protect such operations as required by the regular operating rules of the RAILROAD as determined by the Chief Engineer of the RAILROAD or his authorized representative. The RAILROAD will be reimbursed for the actual cost of such protective services furnished by it, at project expense in accordance with the estimate of force account work. INDOT shall make final settlement with said Contractor contingent on a showing that the RAILROAD has been reimbursed for any expenses which are for the sole benefit of said Contractor, or that satisfactory arrangements have been made for such reimbursement. Any watchmen or flagmen necessary to protect or safeguard roadway traffic shall be provided by the LPA at it's own cost.

Section 8. The LPA shall provide and install all necessary traffic controls (barricades, construction signs, detour signs, etc.) related to the roadway closure required during the performance of the work by the RAILROAD as described in Section 3 (b) of this agreement.

Section 9. All work herein provided to be done on the RAILROAD's operating right-of-way shall be done in a manner satisfactory to the Chief Engineer of the RAILROAD or his authorized representative, and shall be performed at such times and in such manner as not to interfere unnecessarily with the movement of trains or traffic upon the tracks of the RAILROAD. INDOT and the LPA shall require the Contractor to use all reasonable care and precaution in order to avoid accident, damage, or unnecessary delay or interference with the RAILROAD's train or other property.

Section 10. The RAILROAD shall notify INDOT, not less than fourteen (14) calendar days prior to the time of starting the actual construction of the project. The RAILROAD shall coordinate all work described in Section 3(b) with the roadway improvement project.

Section 11. The Contractor shall notify the RAILROAD, not less than fourteen (14) calendar days prior to the time of entering upon the RAILROAD's property for the purpose of performing the work per the plans and specifications for Project **1173627**

Section 12. INDOT shall require the Contractor, upon completion of the work of such Contractor, to remove from within the limits of the RAILROAD's operating right-of-way all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings of such Contractor, and to leave the operating right-of-way in a neat condition, satisfactory to the Chief Engineer of the RAILROAD or his authorized representative.

Section 13. INDOT shall require the Contractor to take out, before work is commenced and to keep in effect until work is completed and accepted, a Railroad Protective Public Liability Policy of Insurance in the name of the RAILROAD, said policy to be in the form specified in the Federal-Aid Policy Guide 23 CFR, Part 646, Subpart A issued December 9, 1991, and any subsequent amendments or supplements thereto, which are incorporated herein by reference. The maximum dollar amounts of coverage with respect to bodily injury, death, and property damage, is limited to a combined amount of two million dollars ($2,000,00.00) per occurrence with an aggregate limit of six million dollars ($6,000,000.00) for the term of the policy. The policy of insurance specified in this section shall be with a company authorized to do business in the State of Indiana. Further, that the Contractor will certify that he has Contractor's Public Liability and Property Damage Insurance in the amounts indicated in the contract Special Provisions.

Section 14. Upon completion of the project, the LPA shall at its own cost and expense maintain, or by agreement with others provide for the maintenance of the highway facilities including the drainage thereof.

Section 15. Upon completion of the project, the RAILROAD shall at its own cost and expense maintain the grade crossing and active warning devices in proper working condition including the renewals as may be necessary, except as may otherwise be provided by law.

Section 16. In the event that delays or difficulties arise in securing necessary approvals, or in acquiring necessary right-of-way, or in settling damages or damage claims, or for other reasons, which in the opinion of the LPA or INDOT render it impracticable to utilize funds from current appropriation for the construction of the project, then at any time before actual construction is started by the Contractor pursuant to proper approval or authority, the LPA through the INDOT may serve formal notice of cancellation upon the RAILROAD and this agreement shall thereupon become null and void. The LPA, through INDOT shall reimburse the RAILROAD for all costs incurred by the RAILROAD at the written request of INDOT on account of the project prior to cancellation.

Section 17. It is understood and agreed that any costs incurred by the RAILROAD at the written request of the LPA are to be paid directly by the LPA. It is further understood and agreed that all project costs incurred by the RAILROAD subsequent to the written authorization by INDOT are to be billed through INDOT as set forth in Section 6.

Section 18. It is understood that the project herein contemplated is to be financed with the aid of funds appropriated by the Federal Government and expended under Federal regulations; that all plans, estimates of cost, specifications, awards of contracts, acceptance of work, and procedures in general are subject at all times to all Federal laws, rules, regulations, orders, and approvals applying to it, as a Federal project.

Section 19. Non-Discrimination

1. To the extent required by I.C. 22-9-1-10 and Title VI of the Civil Rights Act of 1964, the RAILROAD shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, 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, ancestry or status as a veteran. Acceptance of this Contract also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

2. The RAILROAD understands that INDOT is a recipient of Federal Funds. Pursuant to that understanding, the RAILROAD agrees that if the RAILROAD employs fifty (50) or more employees and does at least $50,000 worth of business with the State and is not exempt, the RAILROAD will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The RAILROAD shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference.

   It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion, disability, and status of a veteran.)

3. During the performance of this Contract, the RAILROAD, for itself, its assignees and successors in interest (hereinafter referred to as the "RAILROAD") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:

   a. Compliance with Regulations: In the performance of work under this agreement, the RAILROAD shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

   b. Nondiscrimination: In the performance of work under this agreement, the RAILROAD, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The RAILROAD shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

   c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In the performance of work under this agreement, in all solicitations either by competitive bidding or negotiation made by the RAILROAD for work to be performed under a subcontract, including

procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the RAILROAD of the RAILROAD's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, religion, disability, ancestry, or status as a veteran.

d. Information and Reports: In the performance of work under this agreement, the RAILROAD shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the RAILROAD is in the exclusive possession of another who fails or refuses furnish this information, the RAILROAD shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the performance of work under this agreement, in the event of the RAILROAD's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the RAILROAD under the Contract until the RAILROAD complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.

f. Incorporation of Provisions: In the performance of work under this agreement, the RAILROAD shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

Section 20: Buy America:
The Railroad agrees that all steel and cast iron materials and products to be used under this agreement will be produced and manufactured in the United States of America pursuant to the requirements of Indiana Code 5-16-8-1, et al. and 23 CFR 635.410.

Section 21. If, at any future time, the parties hereto agree that the need for the grade crossing and active warning devices herein contemplated has ceased to exist at the herein designated location, the RAILROAD may with the approval of the LPA, INDOT and the Federal Highway Administration, remove said devices to any other crossing on its lines in the County of Tippecanoe. The proposed devices shall become the property of the RAILROAD, except in the case of termination of the RAILROAD as an existing rail carrier in Indiana, in which case title to the devices shall revert to the LPA.

Section 22. This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any must be brought in the State of Indiana.

Section 23. This agreement shall be for the benefit of the parties hereto only, and no person, firm or corporation shall acquire any rights whatsoever by virtue of this agreement, except the LPA, the RAILROAD and their successors and assigns.

Section 24. The LPA agrees that the work performed under this agreement shall in no manner encumber the RAILROAD's existing rights in the continuous use of or the future conveyance of the RAILROAD's property.

THIS AGREEMENT shall be binding upon the parties hereto, their successors or assigns

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IN WITNESS WHEREOF, the parties have caused these presents to be executed by their proper officers' thereunto duly authorized.

KANKAKEE, BEAVERVILLE & SOUTHERN RAILWAY COMPANY

By _____
SIGNATURE

Tyler Stroo
PRINTED NAME

President
TITLE

****

ACKNOWLEDGMENT for RAILROAD

STATE OF IL, COUNTY OF IROQUOIS, SS:

Before me, the undersigned Notary Public in and for said county personally appeared TYLER STROO, in their official capacity as PRESIDENT of KANKAKEE, BEAVERVILLE, & SOUTHERN RAILWAY COMPANY and acknowledged the execution of the foregoing Agreement on this 10th day of June, 2020, and acknowledged and stated that they are the parties authorized by KANKAKEE, BEAVERVILLE, & SOUTHERN RAILWAY COMPANY. to execute the foregoing Agreement.

Witness my hand and seal the said last named date.

My Commission Expires
8.31.2021

Notary Public

IROQUOIS
County of Residence

GAYLE A. FLETCHER
Print or type name

(Seal)

Official Seal
Gayle A Fletcher
Notary Public, State of Illinois
Iroquois County
My Commission Expires 8-31-2021

Revision 01122017DTG

TIPPECANOE COUNTY BOARD OF COMMISSIONERS

_____

Tracy A. Brown

_____

Thomas P. Murtaugh

_____

David S.Byers

Attest

_____

Robert A. Plantenga, Auditor

APPROVED AS TO FORM AND LEGALITY

For TIPPECANOE COUNTY

APPROVED_____ _____

Chief Counsel Date

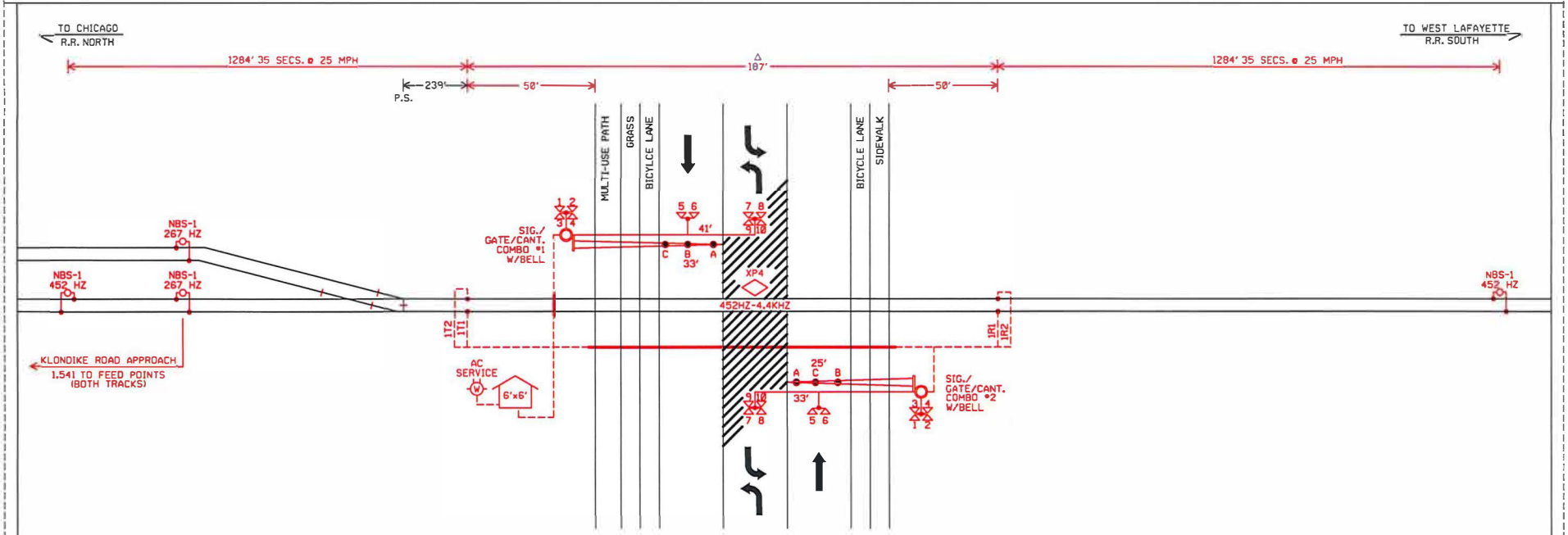
****

STATE OF INDIANA

BY_____

Michael Jett, State Director of Utilities
and Railroads, Capital Program Management
For: Joseph McGuinness, Commissioner
Indiana Department of Transportation

EXHIBIT 1 page 1 of 1



M.P. 263.30

LINDBERG ROAD

DOT# 474 832 B

LAT./LONG. IN DECIMAL DEGREES
40.4459200,-86.9576700

Δ = FIELD VERIFY MEASUREMENT

CABLE TABULATION

HOUSE TO SIGNAL/GATE/CANTILEVER #1 - 7C#6 AWG
- 5C#9 AWG
HOUSE TO SIGNAL/GATE/CANTILEVER #2 - 7C#6 AWG
- 5C#9 AWG
HOUSE TO 1T1 & 1T2 - 2C#6 TW. PAIR
HOUSE TO 1R1 & 1R2 - 2C#6 TW. PAIR
HOUSE TO AC SERVICE - 3C#6 AWG

LEGEND

——— CONDUIT - MIN 36" DEEP
- - - - UNDERGROUND CABLE - MIN 36" DEEP

NOTES:

1. MATERIAL & INSTALLATION TO BE IN ACCORDANCE WITH MUTCD, STATE AND RAILROAD STANDARDS.
2. ALL DIMENSIONS ARE APPROXIMATE AND MAY VARY DUE TO ACTUAL FIELD CONDITIONS.
3. ALL FLASHING LIGHT SIGNALS TO BE LIGHT EMITTING DIODE (LED) ASSEMBLIES.
4. EQUIPMENT IS DESIGNED FOR 20 SECONDS MINIMUM WARNING TIME AT 25 MPH.
   APPROACHES WERE LENGTHENED 1 SECOND(S) FOR WIDE OR ANGLED CROSSING (CT).
   APPROACHES WERE LENGTHENED 0 SECOND(S) FOR ADDITIONAL GATE DELAY.
   APPROACHES WERE LENGTHENED 10 SECONDS FOR SPEED VARIANCE AND BALLAST CHANGES (BT).
   APPROACHES WERE LENGTHENED 0 SECONDS FOR SIMULTANEOUS PREEMPTION.
   APPROACHES WERE LENGTHENED 0 SECONDS FOR ADVANCED PREEMPTION (APT).
   APPROACHES WERE LENGTHENED 4 SECONDS FOR EQUIPMENT RESPONSE TIME (ERT).

- PRELIMINARY -
Not for Construction

Exhibit 2 - Page 1 of 2

DATE ISSUED: 10/24/17

REVISIONS

RED = IN BLUE = NOTE

DSN: 10-23-17 INSV: - -
DESCRIPTION: INSTALL NEW XP4, 6'X6' BUNGALOW, GATES, CANTS, AND FLASHERS AT LINDBERG ROAD.
DSN: PRS/THW CHK: PRS/JMW
INSV: / CHK: /

Progress Rail
A Caterpillar Company

PROPERTY OF:
KANKAKEE,
BEAVER,
& SOUTHERN
R.R.

KANKAKEE, BEAVER, & SOUTHERN R.R.
GRADE CROSSING WARNING DEVICES AT
LINDBERG ROAD
WEST LAFAYETTE, IN
MILE POLE: 263.30
DOT# 474 832 C
SUBDIVISION: DECATUR

CROSSING CIRCUIT PLAN | PG. 01 OF 15

[DOT: 474832B_Frontsheet.dgn]

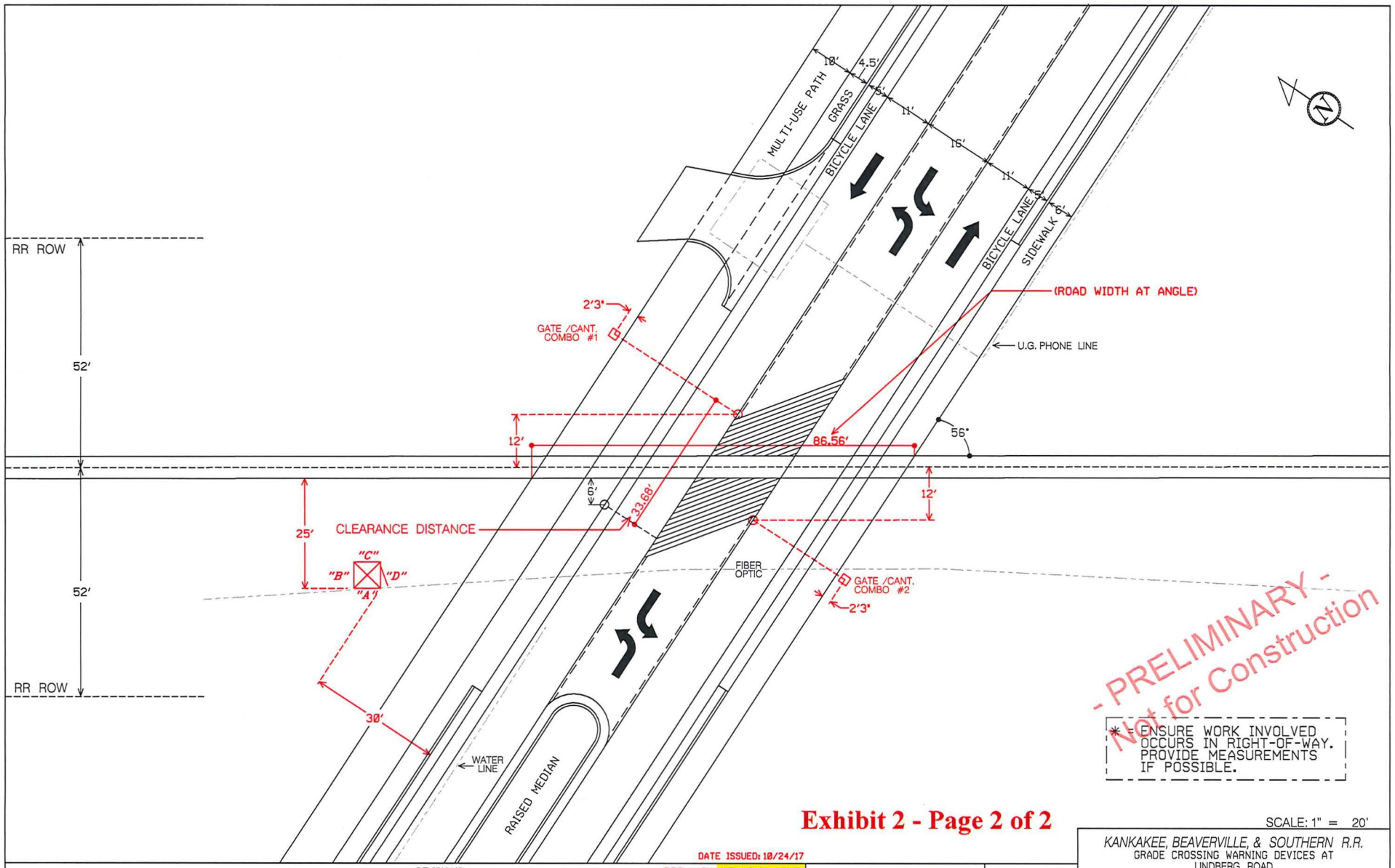


Exhibit 2 - Page 2 of 2

SCALE: 1" = 20'

DATE ISSUED: 10/24/17

REVISIONS

RED = IN YELLOW = OUT

DSN: 10-23-17 INSV: - -
DESCRIPTION: INSTALL NEW XP4, 6'X6' BUNGALOW, GATES, CANTS, AND FLASHERS AT LINDBERG ROAD.
DSN: PRS/TMW CHK: PRS/JMW
INSV: / CHK: /

Progress Rail
A Caterpillar Company

PROPERTY OF: KANKAKEE, BEAVERVILLE, & SOUTHERN R.R.

KANKAKEE, BEAVERVILLE, & SOUTHERN R.R.
GRADE CROSSING WARNING DEVICES AT
LINDBERG ROAD
WEST LAFAYETTE, IN
MILE POLE: 263.30
DOT# 474 832 B
SUBDIVISION: DECATUR

FOUNDATION PLACEMENT SKETCH | PG. 01 OF 01

[DOT: 474832B_FoundationSketch.dgn

Progress Rail
A Caterpillar Company

Company Address 11209 Electron Drive
Louisville, KY 40299

Quote Information

Quote Number	00055742	Prepared By	Mike Loadman
Quote Name	Lindberg Road - West Lafayette, IN - 00055742	Title	Account Executive
Created Date	5/4/2020	Phone	256-505-6704
Account	Kankakee, Beaverville & Southern RR	Email	mloadman@progressrail.com
Contact Name	Tyler Stroo	Fax	412-922-4501
Phone	(815) 486-7260		
Email	tcstroo@kbsrailroad.com		

Quote Line Items

QTY	U/M	Line Description	Sales Price	Total Price
1.00	LOT	Lindberg Road - West Lafayette, IN	USD 192,171.78	USD 192,171.78

Grand Total USD 192,171.78

Shipping Information and Notes

Shipping Info. MATERIALS TO BE DELIVERED TO JOBSITE

Notes Price Includes the Following:

Wired / Tested 6 x 6 House (XP4)
(2) 32' Gate / Cantilever Combo Assemblies W/LIP Foundation (AASHTO 100 MPH Specifications)
Engineering Services
Installation Services
AC Meter Services
Rail Bonding Materials
Dress Stone / Fill Materials
Reference cost sheet for materials.
Conduits
Freight

Price Excludes the Following:

Insulated Joints / Switch Materials
Flagging
Pull Boxes
Taxes

* Pricing does not include for any increases due to tariffs on steel and aluminum imports imposed by the US Government. These will be assessed if tariffs are applied and prices adjusted accordingly.

Terms and Conditions

FOB Origin – Prepay

Payment Terms Net 30

Remarks
- Sales tax is not included.
- Pricing and Deliveries are subject to change at the time of order placement.
- Quote is based upon the above quantity and specifications. Any changes may affect pricing.
- Freight rates are based on time of quotation and are subject to change at time of order placement and at time of shipment.

- Acceptance of an order is governed by the Progress Rail Services Sales Order Terms And Conditions which are attached to this quote.

To place your order please e-mail your purchase order to Signal.Orders@ProgressRail.com.

Thank you for allowing us to be of service.

Terms & Conditions

Effective as of July 1, 2014

PROGRESS RAIL SERVICES
SALES ORDER TERMS AND CONDITIONS

1. ACCEPTANCE. These terms and conditions apply to all sales by Progress Rail Services Corporation or one of its affiliates stated in any related sales order or invoice ("Seller") issued or approved by such Seller. This is an offer to sell to Buyer by Seller. Seller may revoke this offer at any point up to, an including, acceptance of the goods or services by Buyer. BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO THESE TERMS AND CONDITIONS AND ANY PRINTED ON SELLER'S SALES ORDER OR INVOICE. NO TERMS OR CONDITIONS ISSUED BY BUYER ARE BINDING ON SELLER AND SELLER REJECTS ANY SUCH TERMS OR CONDITIONS, UNLESS SPECIFICALLY AGREED TO IN WRITING AND SIGNED BY SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OR WARRANTIES NOT FULLY EXPRESSED HEREIN. ACCEPTANCE OF THESE TERMS SHALL BE EVIDENCED BY BUYER'S ACCEPTANCE OF GOODS OR SERVICES OR UPON BEGINNING OF PERFORMANCE BY SELLER.

2. PURCHASE PRICE. The purchase price of the goods or services shall be as stated on Seller's sales order or invoice (together with these terms and conditions, the "Agreement"); provided however, that if Seller announces a general price increase, the purchase price shall be revised to include the price increase unless the goods are scheduled for shipment or services are to be performed within thirty days of the price increase.

3. LIMITED WARRANTIES. Seller warrants that the goods and services sold to Buyer through this Agreement will comply with agreed upon specifications when performed. Seller warrants only its services and does not warrant any goods supplied in performance of the services. However, Seller may assign to Buyer, at Buyer's request and to the extent they are assignable, warranties applicable to goods or services provided by third parties and supplied by Seller in performance of the services. The warranties in this Agreement are void and shall not apply if in the reasonable judgment of Seller, items on which services have been performed or goods supplied in performance of the services, have been damaged by improper application, abuse or neglect, improper maintenance or repair, subjected to inappropriate environmental or operational conditions or services by third parties without prior written authorization from Seller. SELLER MAKES NO OTHER WARRANTIES, AND EXPRESSLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY RELATED TO PERFORMANCE OR TO THE SUITABILITY OF BUYER FURNISHED DESIGNS, MODIFICATIONS OR SPECIFICATIONS.

4. LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY. Seller's liability hereunder shall be limited to: (1) the assignable warranties referenced above with respect to goods; (2) re-performance of services; or (3) allowance of a credit, at its option. Seller's total cumulative liability in any way arising from or pertaining to any goods

7. SHIPMENT/PASSAGE OF TITLE. All goods shall be shipped FCA Seller's facility (Incoterms® 2010). Title to the goods sold hereunder shall pass to Buyer upon delivery to the carrier at the point of shipment. Without Seller's prior, written permission, neither Buyer nor Buyer's consignee shall have the right to divert or reconsign such shipment to any destination other than specified in the bill of lading. Seller reserves the right to select the mode of transportation.

8. PAYMENTS AND LATE CHARGES ON PAST DUE ACCOUNTS. If Buyer fails to comply with any provision of the Agreement or fails to make payments pursuant to the Agreement or any other agreement between Buyer and Seller, Seller may at its option defer shipments or performance or, without waiving any other rights it may have, terminate this Agreement without liability. All offers shall be subject to the approval of Seller's credit department. Seller reserves the right before making any delivery, or providing any service, to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this Agreement. A late charge of 1½% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts.

9. CLAIMS BY BUYER. Buyer shall thoroughly inspect goods and services sold under this Agreement immediately upon receipt to verify that the such goods and services conform to the specifications of the Agreement. Buyer must notify Seller of claims for failure or delay in delivery within ten (10) days after the scheduled delivery date. Buyer must notify Seller of any claims for nonconforming or defective goods or services within ten (10) days after receipt or any claim related to such goods or services shall be waived. In addition, Seller must be given an opportunity to investigate the claim before Buyer disposes of the goods or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless Buyer shall have entered full details thereof on its receipt to the carrier.

10. PERMISSIBLE VARIATIONS. The goods sold hereunder shall be subject to standard manufacturing variations, tolerances and classifications of the Seller and in the industry.

11. TECHNICAL ADVICE. Buyer represents that it has made its own independent determination that the goods or services it is purchasing under this Agreement meet all design and specification requirements of Buyer's project and are suitable for Buyer's intended application. Buyer further represents that it has not relied in any respect on any written or oral statements or advice from Seller.

12. TAXES. No tax imposed in respect of the sale of the goods or services sold hereunder is included. Any such tax shall be added to, and paid by Buyer as part of, the purchase price.

13. INDEMNITY. To the fullest extent allowable by law**,** Buyer shall defend, indemnify and hold harmless the Seller and its officers, directors, employees, agents, representatives and affiliates from any and all loss, liability,

sold or required to be sold, or services performed or required to be performed shall NOT in any case exceed the purchase price paid by Buyer for such goods or services. TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR FOR EXEMPLARY, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER THE CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE, AND IRRESPECTIVE IF SELLER WAS ADVISED OR AWARE THAT SUCH DAMAGES WERE POSSIBLE OR LIKELY. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES. NO DELIVERY DATES ARE GUARANTEED. BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY OF GOODS OR SERVICES SHALL BE LIMITED AS SET FORTH HEREIN. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE ACCEPTANCE OF THE GOODS OR SERVICES SOLD HEREBY OR THE TERMINATION OF THIS AGREEMENT FOR ANY REASON.

5. FORCE MAJEURE. In addition to all other limitations stated herein, Seller shall be excused for any failure or delay in the performance of any of its obligations under this Agreement if such failure or delay is due to a strike, lockout, work stoppage, labor dispute, material shortage, utility outage, delay in transportation, fire, flood, earthquake, severe weather, act of God, accident, trade sanction, embargo, act of war, terrorism or threats of same; condition caused by national emergency, new or changed law; failure of suppliers to deliver or meet requirements; casualties or breakdown of or damage to plants, equipment, or facilities of Seller, any component manufacturer, repair facility, or their respective suppliers; breakdown in transportation services; any other act or cause which is unpredictable and cannot be reasonably avoided; and any act or cause which is beyond the reasonable control of Seller, whether similar to or different from the causes above enumerated, and whether affecting Seller or its agents, subcontractors, or suppliers, for as long as such circumstances prevail. Seller will undertake, as soon as practicable, to notify Buyer of any actual or anticipated failure or delay, and Buyer will use its commercially consequences on performance hereunder. The parties shall remain liable for those obligations under this Agreement not affected by the force majeure event; provided however, that in the case of a U.S. sanction, embargo, or other trade order or rule that would prohibit or otherwise render Seller's performance under this Agreement impracticable, Seller shall be excused from the performance of any remaining obligations under this Agreement and this Agreement terminated, without cost or liability, upon written notice by Seller.

6. BUYER'S OBLIGATION TO PASS ON LIMITATION OF WARRANTIES AND REMEDIES. In order to protect Seller against claims by any purchaser from Buyer, if Buyer resells any of the goods or services purchased under this Agreement, Buyer shall include the language contained in paragraphs 3 and 4 of these Sales Order Terms and Conditions, dealing with Seller's warranties and limitations of warranties and remedies, in an enforceable agreement with Buyer's buyer. Buyer shall also include a provision in its agreement with its buyer applying Alabama law to any claims its buyer might assert against Seller with respect to goods or services provided by Seller, and requiring its buyer to bring any such action against Seller either in the state or federal courts serving Marshall County, in Alabama. Buyer shall defend, indemnify and hold Seller harmless from any and all claims, causes of action, damages, losses or expenses (including claim, cause of action, cost, judgment, or damages, including reasonable attorney fees for any personal injury, death, property damage, or economic loss of any sort, related to any act or omission of the Buyer or use or abuse of the goods by the Buyer or any third party receiving, using or abusing the goods after Buyer's receipt, without regard to whether any loss is based upon breach of contract, breach of warranty, negligence, strict liability, or other tort or contract theory or cause of action.

14. WAIVER. Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

15. PERIOD OF LIMITATIONS. Buyer and Seller agree that any action by Buyer against Seller for breach of this Agreement, including any action for breach of warranty, or otherwise in connection with the goods or services sold under this Agreement, must be commenced by Buyer against Seller within one year after the cause of action accrues.

16. SEVERABILITY. In case any provision of this Agreement shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

17. APPLICABLE LAW. The United Nations Convention on Contracts for the International Sale of Goods (1980) shall not apply to this Agreement. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Alabama. Buyer and Seller, each as part of the consideration hereof, agree to the exclusive venue
and jurisdiction of, and specifically agree that any legal action brought relating to this Agreement or goods or services provided will be brought and tried exclusively in the state or federal courts serving Marshall County, Alabama.

18. COMPLIANCE WITH LAWS. Buyer understands and agrees that goods and services sold by Seller, and any software,
parts and components contained therein, along with any related
manuals, materials, information or data, including but not limited to any parts, support or services provided by Seller (collectively, the "Product and Services"), as well as performance by the parties under this Agreement, are subject to
laws, rules, regulations, directives, ordinances, orders, or statutes (the "Laws") of the United States and may be subject to the Laws of other, applicable countries (including, without limitation, Russia). Buyer agrees to comply with such Laws, as applicable, which may include but are not limited to, the U.S. Foreign Corrupt Practices Act, UK Bribery Act, anti-bribery Laws of other countries, U.S. Export Administration Regulations, U.S. International Traffic in Arms Regulations, and Laws administered by the U.S. Treasury Department Office of Foreign Assets Control and U.S. Department of State. Buyer agrees to cooperate with Seller to ensure compliance with the Laws when engaging in activities related to Buyer's performance of obligations under this Agreement and further agrees to indemnify, defend, and hold harmless Buyer, Buyer's direct and indirect parent entities and affiliates, and its and their respective directors, officers, employees, agents, successors, and assigns, against demands, liabilities, fines, penalties, losses, and damages (including costs, investigation and litigation expenses and counsel fees incurred in connection therewith) arising out of or related to Buyer's obligations under this paragraph. In the event of an enforcement action against Buyer relating to Buyer's non-compliance with the Laws that reasonably relate to Buyer's performance under this Agreement,
Buyer shall provide to Seller written notice of such enforcement action prior to publication or disclosure of such enforcement action, and in no event later than ten (10) business

reasonable attorney's fees) that Seller incurs by reason of Buyer's failure to comply with this paragraph. The provisions of this paragraph shall survive the acceptance of the goods or services sold hereby or the termination of this Agreement for any reason.

days following such enforcement action. Notwithstanding the foregoing, Buyer agrees not to export, reexport, transmit or otherwise transfer the goods or services, whether directly or indirectly: (i) to any person or entity listed or otherwise designated as a blocked, prohibited or trade restricted person or
party by the U.S. Commerce Department, U.S. Treasury Department, or U.S. Department of State; (ii) for any purpose or use prohibited by the U.S. government, such as for nuclear, chemical, or biological weapons production or proliferation, or (iii) to any destination or transit point subject to trade prohibitions by the U.S. government, as may be amended from time to time, such as the prohibition against transactions or trade with Iran or the Government of Iran.

Cantilever/Combo Material

Quote Number:	0		
Customer:	KB&S RR		
Road Name:	Lindberg Rd (200N CR 54)		
City, State & County:	Vest Lafayette,(Tippecanoe), IN		
Crossing No.	474832B		
Milepost No.	263.3		
State Project No.	0		
ITEM DESCRIPTION		**QTY**	**U/M**
Cantilever / Gate Combo, 32' Cantilever		2	EA
Wiring Harness for 32' Combo (Mast, Lane, Tip, Bell & Gate Mech)		2	EA
W-C-H Gate Mech Mounting Bracket to a 12" Mast		2	EA
Gate 3597 Mechanism Assembly, including the 5" Mast Mounting Hardware, Flex			
Conduit, with fittings, **Long Arm Supports** & Counterweight kit for 29' - 32' Arms		2	EA
115V Gate Mech Heater (3597)		2	EA
Insulated Nut		8	EA
Test Link, 1" Offset w/Gold Nut		36	EA
Signal Mast Grounding w/ 72" pigtail #6 solid		2	EA
Gate Saver, Two Way, Cantilever/Gate Combo		2	EA
Pinnacle, 5"-12" Adapter for Bell		2	EA
1/4"-20 x 3/4" Lg. Square Head Pinnacle Screws		6	EA
12" Head w/24" Background & Hood (Painted AL)			
Terminal For LED Hook-up **(For larger RDG & GE LED)**		20	EA
12" LED Highway Crossing Light (HD)		20	EA
2-Way Cross Arm Assembly Less Heads, Cantilever Mast Mtg. w/ Hrdw.		2	EA
1-Way Cross Arm Assembly Less Heads, Cantilever Lane Mtg.		2	EA
2-Way Cross Arm Assembly Less Heads, Cantilever Tip Mtg.		2	EA
4" Crossarms Assembly Mounting Kit		4	EA
High Wind Bracket (12")		2	EA
Deflector Bracket		2	EA
Deflector Bracket Hardware Kit		2	EA
Railroad Crossing Sign, HI		4	EA
Arm Mounting Bracket for Railroad Crossing Signs		2	EA
Cant. Mast Mounting Kit for Railroad Crossing Signs		2	EA

Factory Wired Instrument Shelter

Quote Number:	0		
Customer:	KB&S RR		
Road Name:	Lindberg Rd (200N CR 54)		
City, State & County:	West Lafayette,(Tippecanoe), IN.		
Crossing No.	474832B		
Milepost No.	263.3		
State Project No.	0		
ITEM DESCRIPTION		**QTY**	**U/M**
Alum. 6' x 6, Shelter GETS Crossing		1	EA
Power Off Light, LED, 2 Wire		1	EA
XP-4 9 Slot, 2-XT1-1S, 1-VIO-44R, 2-IXC-20S		1	EA
XIP Cable 16' (Cable 1)		1	EA
XIP Cable 16' (Cable 2)		1	EA
Crossing Interface Panel - XIP-20		1	EA
Wall Mount Kit for XIP-20		1	EA
Surge Arrestor. MDSA-1XS		1	EA
ST-1 Relay Socket w/Test Posts, (22) 10-14 Flags		2	EA
Terminal Flag #10-#14		30	EA
Relay, ST-1, 4FB-2F-1B, 500ohm	A62-277	2	EA
Lightning Arrester, Clearview		1	EA
Heavy Duty Equalizer		1	EA
AC Line Surge Protector, Model SP20-3, 240Vac		1	EA
Nema Plug		1	EA
SJ00W Cable for Nema Plug		1	FT
Panduit Duct, 2' X 3', 2 inch		30	FT
Panduit Cover, 2' X 3', 2 inch		30	FT
Panduit Duct, 2' X 3', 3 inch		18	FT
Panduit Cover, 2' X 3', 3 inch		18	FT
#10 TC Blue Flex Wire		600	FT
#16 TC Blue Flex Wire		700	FT
#10/12 AMP Eyelets		150	EA
#14/16 AMP Eyelets		150	EA
#6 AWG THHN Strand Red		100	FT
#6 AWG THHN Strand Black		100	FT
#6 AWG THHN Strand Green		12	FT
#10 AWG THHN Solid Red		10	FT
#10 AWG THHN Solid White		10	FT
Insulated Nut		1	EA
Power Isolation Transformer, 120V / 120V		1	EA
Relay, NV, 12VAC, 2FB (8 PINS)		1	EA
Relay, NV, 240VAC, 2FB (8 PINS)		1	EA
Socket, Relay (8 PINS) OCT Screw		1	EA
Push Button Box w/2 Push Buttons, 1-NO, 1-NC		1	EA
Battery Charger, 12V / 20A		1	EA
Battery Charger, 12V / 40A		1	EA
4 Post Terminal Block w/ Hardware		1	EA
Buss Strap Grd Assy.		3	FT
Tags, Slip On		1	Roll
Stick-On Stencil		2	EA
Test Link, 1" Offset w/Gold Nut		50	EA
Terminal Block, 2 x 6 w/flat nut only		5	EA
Terminal Block, 1 x 12 w/flat nut only		1	EA
Terminal Block, 2 post 2-3/8" w/flat nut only		8	EA
1/4" Bevel Washer		300	EA
1/4-24 Clamp Nut Nickel		150	EA
Binding (Barrel) Nuts		300	EA
#6 Non-Insulated Terminal Eye 5/16 stud		30	EA
#6 Non-Insulated Terminal Eye 1/4 stud		30	EA
Maintainer Test Switch, 3 post test terminal		1	EA
Strap, Solid, 1" Centers		30	EA
Strap, Solid, 2-3/8" Centers		3	EA
Buss Strap, 1" Centers 36 Hole		2	EA
Circuit Plan Holder		1	EA
FWIS Misc. Package		1	Lot
Total Cost For Factory Wired Instrument Shelter Material			

Ground Material

Quote Number:	0		
Customer:	KB&S RR		
Road Name:	Lindberg Rd (200N CR 54)		
City, State & County:	West Lafayette,(Tippecanoe), IN.		
Crossing No.	474832B		
Milepost No.	263.3		
State Project No.	0		
ITEM DESCRIPTION		**QTY**	**U/M**
Insulated Terminal Wrench, 1/2" / Triangle		1	EA
Plugboard Terminal Wrench		1	EA
Battery Tray (12" x 38")		2	EA
Battery Tray (12" x 24")		2	EA
Battery, ELM 240		6	EA
Battery, ELM 425		7	EA
Electronic Bell, 5" MTG.		2	EA
Gate Arm Light Kit w/LED Bulbs and wire, 3 per set W/Reverse Tip Diode	**(Used Rarely)**	2	EA
Double LIP Foundation, Cantilever, 5'		2	EA
Gate Arm 26' NON-HWP, Al butt sec, Fg 2nd/3rd sec (HI Intensity)		2	EA
Track Cable, #6 Tw. Pr. (150-12-3933)		325	FT
Signal Cable, 7/C # 6 AWG (206-11-6247)		350	FT
Signal Cable, 7/C #14 AWG (206-11-6887)		350	FT
AC Cable, 3/C # 6 AWG w/GRD (206-11-6070)		150	FT
Railroad Emergency Contact Sign - Reference Spec Prior to Ordering		2	EA
Hex. Railroad Lock		8	EA
Copperweld Ground Rod, 5/8" X 8'		6	EA
Cadweld One Shot, 5/8" (HALO) Triple		4	EA
Cadweld One Shot, 5/8" (SIGNAL) Single		2	EA
Cadweld Rail Bonds, 3/16" x 7-1/2" XS		150	EA
Plug Bonds		150	EA
Track Connector, Web, 4"		4	EA
Track Connection Kits		2	EA
Track Wire Retainer Clip, Erico #SBA248B		4	EA
Shunt, NBS-1 (210-979 Hz)		2	EA
4" PVC Sch. 80 Conduit		110	FT
Hose, Red Ruber 3/4 Inch Hose (15' Per Track Connection Pair)		30	FT
AC Meter Base, Breaker Box, W.H. & Pole		1	EA
Concrete 4000 psi		14	YD
Dress Stone		1	EA
Sleeve, 3/16 - 3/16 & 3/16 - #6 Tinned		4	EA
Duct Seal		10	LB
Bond Strand, Erico# SBS8TLINS664		75	FT
No Oxide Grease		1	EA
Anti-Seize - Silver Grade 4 OZ		1	EA
#6 Bare Copper		50	FT
Field Material Misc. Package		1	Lot

RailWorks Track Services, Inc.
512 Twin Rail Drive, Suite 400
Minooka, IL 60447
815.521.3340
FAX 815.521.3344

Mr. Tyler Stroo
C/O Kankakee, Beaverville and Southern Railroad
P. O. Box 119
Iroquois, IL 60945

May 17, 2020

Subject: Lindberg Road Crossing Updated RWKS Proposal # 408-20-196

Mr. Stroo

Railworks (RWKS) is pleased to issue this proposal for the Lindberg Road Crossing Project. We proposed to remove existing crossings and installing 80 foot full depth rubber crossing plus an additional 8' for sidewalk area. Work based on plans submitted to KBS.

SCOPE OF WORK:

- Remove and dispose of existing crossing and asphalt
- Remove 360 LF of existing 131#rail through the crossing and approaches
- Excavate a 14'x106' area for crossing construction (where new crossing will be)
- Furnish and install 6" of compaction rock in crossing area
- Furnish and install filter fabric over crossing area(new crossing)
- Furnish and install 120 LF of 6" perforated pipe
- Furnish and install 115 LF of Signal Conduit
- Furnish and install 8" of ballast under the ties
- Replace Rail and OTM with 9 sticks of 136# rail
- Weld new rail into CWR by installing 7 field welds and 4 comp joints
- Furnish and install 100% ties in excavated area and every 3rd tie in surfacing area
- Raise Line and Regulate main track from station 7+20 thru 13+20 also tamp switch area
- Signal work by others
- Road Closure by others
- Asphalt done by others
- Shape ditches as needed in construction area

1.	Mobilization	$ 15,000.00
2.	Remove existing crossing	$ 10,720.00
3.	Excavate crossing areas and install compaction rock	$ 10,812.00
4.	Install new 128' full depth rubber crossing with new 132# rail (includes Sidewalk extra)	$103,400.00
5.	Install 100- 7x9 approach ties	$ 22,600.00
6.	Surface crossing area and switch area	$ 12,300.00
7.	Ditch cleaning in excavation area	$ 7,595.00

TOTAL OPTION 1: $182,427.00

Clarifications / Exclusions:

- Pricing is good for 30 days due to fluctuating tie pricing and availability.
- Does not include Railroad Protection Insurance
- Does not include flagman
- Road is to be closed by other
- Does not include moving of any underground utilities or modification of any underground utilities
- This is not based on Prevailing wage

All work will be performed under the guidance of a qualified, experienced track superintendent using only approved and acceptable methods within the railroad industry. All work performed in the course of the project will comply with the applicable requirements of the Occupational safety and Health Act of 1970 and all amendments. All RailWorks employees are Roadway Worker Trained, e-RailSafe certified, including background checks, and carry badges at all times.

Respectfully,

Lee Roberts
219-713-3382

Approve Signature: Date:

Printed:

Title:

TEMPORARY HIGHWAY EASEMENT GRANT
(GENERAL)

Form T-3

Revised May-14

Reference No.: Instr. 9509087

Key No. 79-03-33-200-003.000-018

Project:	1401279
Road:	County Road 500 North
Parcel:	5A & 5B
Page:	1 of 2

THIS INDENTURE WITNESSETH, That **William E. Chapman and Janis S. Chapman, husband and wife**, the Grantors of Tippecanoe County, State of Indiana Grant to the **BOARD OF COMMISSIONERS OF TIPPECANOE COUNTY, INDIANA**, the Grantee, for and in consideration of One Thousand Nine Hundred Sixty and NO/100 Dollars ($1,960.00) (of which said sum $0.00 represents land improvements acquired and $1,960.00 represents land temporarily encumbered and damages) and other valuable consideration, the receipt of which is hereby acknowledged, a temporary easement to enter upon and have possession of the Real Estate of the Grantors for the purpose of wall construction, which said work is incidental to the construction of the highway facility known as County Road 500 North and as Project 1401279, which said Real Estate is situated in the County of Tippecanoe, State of Indiana, and which is more particularly described in the legal description(s) attached hereto as Exhibit "A" which is incorporated herein by reference, which said temporary easement shall be extinguished, become void and revert to the Grantors and/or the Grantors' successor(s) in title upon completion of the said Project. Said extinguishment shall be evidenced by a release document, which shall be executed and recorded by the Grantee, at no cost to the Grantors.

Any and all timber, shrubbery, fences, buildings and any other improvements situated within the area of the temporary easement granted herein shall become the property of the Board of Commissioners of Tippecanoe County, Indiana, except:_____
n/a

The said Grantors acknowledge that all provisions of this grant of temporary easement are as stated and set forth herein and that no verbal agreements or promises exist with respect thereto.

This temporary conveyance is subject to any and all easements, conditions and restrictions of record. However, the said Grantors, for the purpose of inducing the Board of Commissioners of Tippecanoe County, Indiana, to accept this grant and to pay the hereinbefore referenced consideration, represents that the Grantors are the owners in fee simple of the Real Estate and that there exist no encumbrances, conditions, restrictions, leases, liens (except current real estate taxes and assessments) of any kind or character which would be inconsistent with the temporary rights granted herein.

Interests in land acquired by The Board of
Commissioners of Tippecanoe County
Grantee mailing address:
20 N. 3rd Street, 1st Floor
Lafayette, Indiana 47901
I.C. 8-23-7-31

Form T-3
Revised May-14

Project:	1401279
Road:	County Road 500 North
Parcel:	5A & 5B
Page:	2 of 2

IN WITNESS WHEREOF, the said Grantors have executed this instrument this 19 day of May, 2020.

Signature (Seal) Signature

William E. Chapman, husband (Seal) Janis S. Chapman, wife
Printed Name Printed Name

STATE OF: Indiana
COUNTY OF: Tippecanoe
SS:

Before me, a Notary Public in and for said State and County, personally appeared William E. Chapman and Janis S. Chapman, husband and wife, the Grantors in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be their voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 19th day of May, 2020.

Signature Rita L. Schultz
Printed Name Rita L. Schultz
My Commission Number 655370
My Commission expires 7-19-2022
I am a resident of Tippecanoe County.

RITA L. SCHULTZ
Tippecanoe County
My Commission Expires
July 19, 2022

This instrument was prepared by Douglas J. Masson, Attorney at Law, from information provided by VS Engineering, Inc.
Douglas J. Masson, 200 Ferry Street, Suite C, Lafayette, IN 47902

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

EXHIBIT "A"

Project: 1401279

Parcel: 4A Temporary Right-of-Way for Wall Construction

Form: T-3

Code: N/A

A part of the Northwest Quarter of the Northeast Quarter of Section 33, Township 24 North, Range 4 West, Tippecanoe Township, Tippecanoe County, Indiana, and being that part of the grantor(s) land described as follows: Commencing at the northwest corner of said quarter section; thence South 0 degrees 10 minutes 20 seconds East 66.79 feet along the west line of said quarter section to the POINT OF BEGINNING of this description: thence South 73 degrees 03 minutes 37 seconds East 16.65 feet; thence South 74 degrees 51 minutes 30 seconds East 45.76 feet; thence South 76 degrees 39 minutes 24 seconds East 46.22 feet; thence Southeasterly 138.46 feet along an arc to the right having a radius of 600.00 feet and subtended by a long chord having a bearing of South 61 degrees 38 minutes 11 seconds East and a length of 138.15 feet; thence North 67 degrees 52 minutes 09 seconds West 137.24 feet; thence North 73 degrees 20 minutes 20 seconds West 103.83 feet to the west line of said quarter section; thence North 0 degrees 10 minutes 20 seconds West 11.63 feet along said west line to the POINT OF BEGINNING and containing 0.062 acres, more or less.

This description was prepared for the Board of Commissioners of Tippecanoe County by the following:

Vincent J. Barr 12/12/2018

V.S. Engineering, Inc.
Vincent J. Barr, P.S.
Professional Surveyor No. 9700015
State of Indiana

VINCENT J. BARR
REGISTERED
No.
9700015
STATE OF
INDIANA
PROFESSIONAL SURVEYOR

EXHIBIT "A"

Project: 1401279

Parcel: 4B Temporary Right-of-Way for Wall Construction

Form: T-3

Code: N/A

A part of the Northwest Quarter of the Northeast Quarter of Section 33, Township 24 North, Range 4 West, Tippecanoe Township, Tippecanoe County, Indiana, and being that part of the grantor(s) land, described as follows: Commencing at the northwest corner of said quarter section; thence South 0 degrees 10 minutes 20 seconds East 609.18 feet along the west line of said quarter section to the southwest corner of the grantor(s) land; thence South 49 degrees 33 minutes 18 seconds East 474.16 feet along the southwestern line of the grantor(s) land to a point North 49 degrees 33 minutes 18 seconds West 65.04 feet from the southernmost corner of the grantor(s) land; thence North 36 degrees 58 minutes 31 seconds East 49.33 feet to the POINT OF BEGINNING of this description: thence North 37 degrees 06 minutes 40 seconds East 154.95 feet; thence Northeasterly 153.92 feet along an arc to the right having a radius of 3,364.04 feet and subtended by a long chord having a bearing of North 47 degrees 08 minutes 55 seconds East and a length of 153.90 feet; thence North 58 degrees 09 minutes 29 seconds East 118.72 feet; thence South 48 degrees 27 minutes 34 seconds West 117.02 feet; thence Southwesterly 306.21 feet along an arc to the left having a radius of 3,344.04 feet and subtended by a long chord having a bearing of South 45 degrees 50 minutes 10 seconds West and a length of 306.10 feet to the POINT OF BEGINNING and containing 0.130 acres, more or less.

This description was prepared for the Board of Commissioners of Tippecanoe County by the following:

12/12/2018

V.S. Engineering, Inc.
Vincent J. Barr, P.S.
Professional Surveyor No. 9700015
State of Indiana

VINCENT J. BARR
REGISTERED
No.
9700015
STATE OF
INDIANA
PROFESSIONAL SURVEYOR

The above **Temporary Highway Easement Grant (500 North – Parcel 4 – William E. and Janis S. Chapman)** approved and accepted on behalf of the Board of Commissioners of the County of Tippecanoe in the State of Indiana, on this _____ day of _____, 2020.

_____
Tracy A. Brown, President

_____
Thomas P. Murtaugh, Vice President

_____
David S. Byers, Member

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

Attest: _____
Robert A. Plantenga, Auditor

WARRANTY DEED

Form WD-1
Revised 07/2014

Des. No.:	1401279
Project:	County Road 500 North
Parcel:	4
Page:	1 of 2

THIS INDENTURE WITNESSETH, That **William E. Chapman and Janis S. Chapman, husband and wife**, the Grantors of Tippecanoe County, State of Indiana, Convey and Warrant to the **Board of Commissioners of Tippecanoe County, Indiana**, the Grantee, for and in consideration of the sum of Twenty-Nine Thousand Five Hundred Thirty and NO/100 Dollars ($29,530.00) (of which said sum $29,530.00 represents land and improvements acquired and $0.00 represents damages) and other valuable consideration, the receipt of which is hereby acknowledged, certain Real Estate situated in the County of Tippecanoe, State of Indiana, and being more particularly described in the legal description(s) attached hereto as Exhibit "A" and depicted upon the Right of Way Parcel Plat attached hereto as Exhibit "B", both of which exhibits are incorporated herein by reference.

This conveyance is subject to any and all easements, conditions and restrictions of record.

The Grantors hereby specifically acknowledge and agree that the Real Estate conveyed herein is conveyed in fee simple and that no reversionary rights whatsoever shall remain with the Grantors, or any successors in title to the abutting lands of the Grantors, notwithstanding any subsequent abandonment, vacation, disuse, nonuse, change of use, conveyance, lease and/or transfer by the Grantee or its successors in title, of a portion or all of the said Real Estate or any right of way, roadway or roadway appurtenances established thereupon. This acknowledgement and agreement is a covenant running with the land and shall be binding upon the Grantors and all successors and assigns.

The Grantors assume and agree to pay the 2018 payable 2019 real estate taxes and assessments on the above described real estate, and for all tax liabilities that accrue prior to transfer of title to Grantee. This obligation to pay shall survive the said closing and shall be enforceable by the County in the event of any non-payment.

Interests in land acquired by The Board of
Commissioners of Tippecanoe County
Grantee mailing address:
20 N. 3rd Street, 1st Floor
Lafayette, Indiana 47901
I.C. 8-23-7-31

Form WD-1
Revised 07/2014

Des. No.: 1401279
Project: County Road 500 North
Parcel: 4
Page: 2 of 2

IN WITNESS WHEREOF, the said Grantors executed this instrument this 19 day of May, 2020.

William E Chapman (Seal)
Signature

Janis S Chapman (Seal)
Signature

William E. Chapman, husband
Printed Name

Janis S. Chapman, wife
Printed Name

STATE OF Indiana
SS:
COUNTY OF Tippecanoe

Before me, a Notary Public in and for said State and County, personally appeared William E. Chapman and Janis S. Chapman, husband and wife, the Grantors in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be their voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 19th day of May, 2020.

Rita L. Schultz
Signature

Rita L. Schultz
Printed Name

Commission Number 655370

My Commission expires 7-19-2022

I am a resident of Tippecanoe County.

NOTARY PUBLIC SEAL STATE OF INDIANA
RITA L. SCHULTZ
Tippecanoe County
My Commission Expires
July 19, 2022

This instrument was prepared by Douglas J. Masson, Attorney at Law, from information provided by VS Engineering, Inc. Douglas J. Masson, 200 Ferry Street, Suite C, Lafayette, IN 47902

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

EXHIBIT "A"

Project: 1401279 Sheet 1 of 2

Parcel: 4 Fee Simple Code: N/A

Tax ID No: 79-03-33-200-003.000-018

Form: WD-1

A part of the Northwest Quarter of the Northeast Quarter of Section 33, Township 24 North, Range 4 West, Tippecanoe Township, Tippecanoe County, Indiana, and being that part of the grantor(s) land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat, marked EXHIBIT "B", described as follows: BEGINNING at the northwest corner of said quarter section, which point lies on the centerline of County Road 500 North designated as point "201" on said Parcel Plat; thence along the centerline of said County Road 500 North the following (7) courses: 1) South 88 degrees 45 minutes 59 seconds East 78.47 feet to the point designated "602" on said Parcel Plat; 2) Southeasterly 272.85 feet along an arc to the right having a radius of 277.00 feet and subtended by a long chord having a bearing of South 60 degrees 32 minutes 50 seconds East and a length of 261.96 feet to the point designated "604" on said Parcel Plat; 3) South 32 degrees 19 minutes 42 seconds East 176.62 feet to the point designated "605" on said Parcel Plat; 4) Southeasterly 120.22 feet along an arc to the left having a radius of 219.00 feet and subtended by a long chord having a bearing of South 48 degrees 03 minutes 21 seconds East and a length of 118.71 feet to the point designated "607" on said Parcel Plat; 5) South 63 degrees 46 minutes 56 seconds East 277.69 feet to the point designated "608" on said Parcel Plat; 6) Southeasterly 22.02 feet along an arc to the right having a radius of 100.00 feet and subtended by a long chord having a bearing of South 57 degrees 28 minutes 30 seconds East and a length of 21.97 feet to the point designated "610" on said Parcel Plat; 7) South 51 degrees 10 minutes 06 seconds East 102.91 feet to the centerline of River Road designated as point "611" on said Parcel Plat; thence South 48 degrees 27 minutes 34 seconds West 238.83 feet (265.5 feet by Instrument Number 9509087) along the centerline of said River Road to the point designated "614" on said Parcel Plat; thence along said centerline Southwesterly 345.70 feet along an arc to the left having a radius of 3,274.04 feet and subtended by a long chord having a bearing of South 45 degrees 26 minutes 04 seconds West and a length of 345.54 feet to the southernmost corner of the grantor(s) land; thence North 49 degrees 33 minutes 18 seconds West 65.04 feet along the southwestern line of the grantor(s) land to the point designated "1037" on said Parcel Plat; thence North 36 degrees 58 minutes 31 seconds East 49.33 feet to the point designated "1038" on said Parcel Plat; thence Northeasterly 306.21 feet along an arc to the right having a radius of 3,344.04 feet and subtended by a long chord having a bearing of North 45 degrees 50 minutes 10 seconds East and a length of 306.10 feet to the point designated "1048" on said Parcel Plat; thence North 48 degrees 27 minutes 34 seconds East 117.02 feet to the point designated "1039" on said Parcel Plat; thence North 50 degrees 27 minutes 46 seconds West 140.14 feet to the point designated "1040" on said Parcel Plat; thence North 21 degrees 08 minutes 16 seconds West 57.35 feet to the southwestern line of the 1.637 acre tract of land as described in Instrument Number 01034904 designated as point "1035" on said Parcel Plat; thence North 63 degrees 46 minutes 56 seconds West 110.50 feet along the southwestern line of said tract to the point designated "2028" on said Parcel Plat; thence along said southwestern line Northwesterly 142.18 feet along an arc to

EXHIBIT "A"

Project: 1401279

Parcel: 4 Fee Simple

Tax ID No: 79-03-33-200-003.000-018

Form: WD-1

Code: N/A

the right having a radius of 259.00 feet and subtended by a long chord having a bearing of North 48 degrees 03 minutes 21 seconds West and a length of 140.40 feet to the point designated "2027" on said Parcel Plat; thence North 32 degrees 19 minutes 42 seconds West 2.31 feet along said boundary to the point designated "1032" on said Parcel Plat; thence North 53 degrees 42 minutes 09 seconds West 75.12 feet to the point designated "1033" on said Parcel Plat; thence North 23 degrees 53 minutes 52 seconds West 55.90 feet to the point designated "1034" on said Parcel Plat; thence North 50 degrees 27 minutes 46 seconds West 23.24 feet to the point designated "1010" on said Parcel Plat; thence Northwesterly 186.24 feet along an arc to the left having a radius of 600.00 feet and subtended by a long chord having a bearing of North 59 degrees 21 minutes 18 seconds West and a length of 185.49 feet to the point designated "1036" on said Parcel Plat; thence North 76 degrees 39 minutes 24 seconds West 46.22 feet to the point designated "1046" on said Parcel Plat; thence North 74 degrees 51 minutes 30 seconds West 45.76 feet to the point designated "1019" on said Parcel Plat; thence North 73 degrees 03 minutes 37 seconds West 16.65 feet to the west line of said quarter section; thence North 0 degrees 10 minutes 20 seconds West 66.79 feet along said west line to the POINT OF BEGINNING and containing 2.418 acres, more or less, inclusive of the presently existing right-of-way which contains 1.637 acres, more or less.

This description was prepared for the Board of Commissioners of Tippecanoe County by the following:

12/12/2018

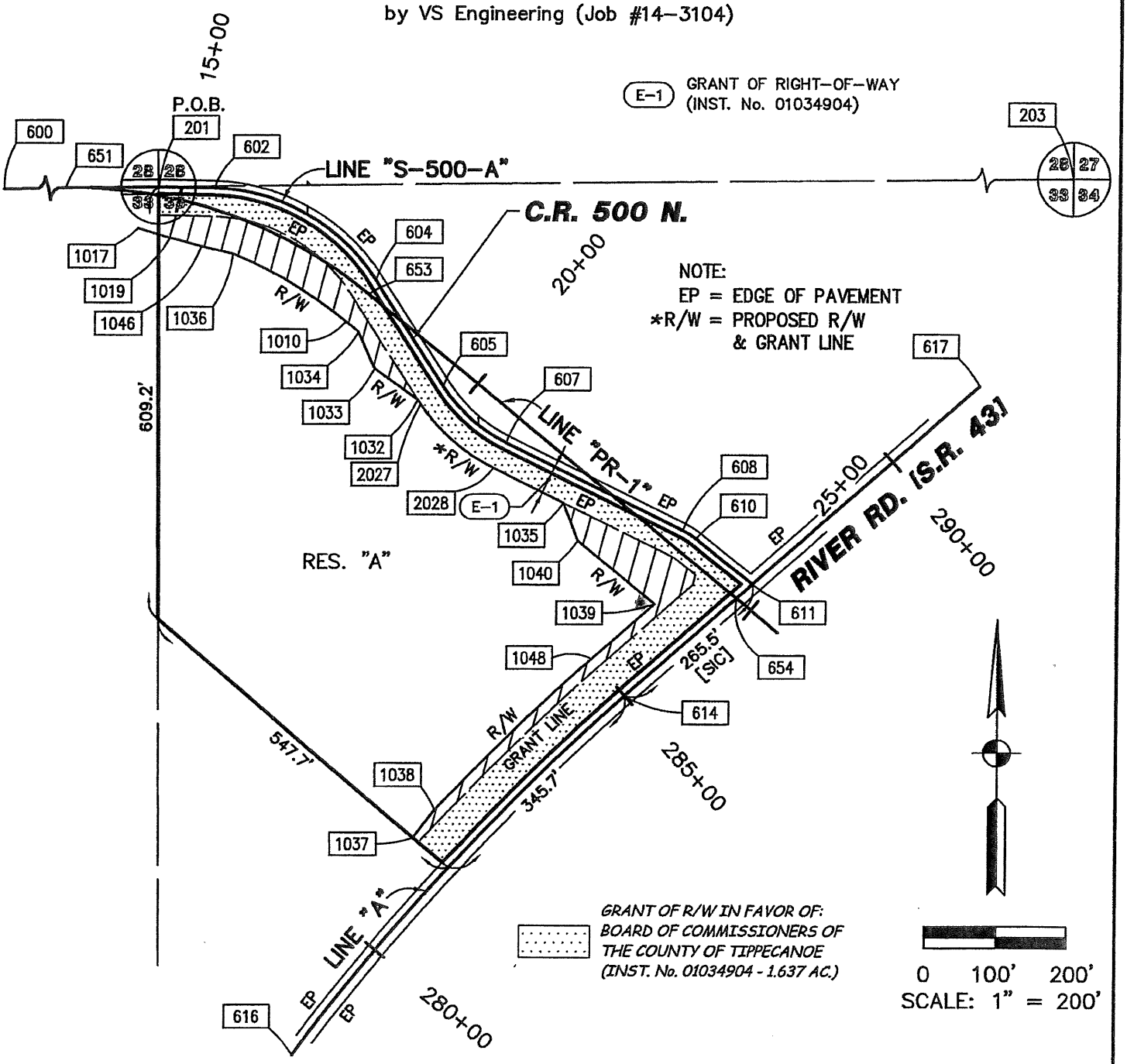
V.S. Engineering, Inc.
Vincent J. Barr, P.S.
Professional Surveyor No. 9700015
State of Indiana

VINCENT J. BARR
REGISTERED
No.
9700015
STATE OF
INDIANA
PROFESSIONAL SURVEYOR

EXHIBIT "B"

RIGHT-OF-WAY PARCEL PLAT

Prepared for the Board of Commissioners of Tippecanoe County
by VS Engineering (Job #14–3104)



PARCEL:	4	OWNER: CHAPMAN, WILLIAM E. ET UX.	DES. NO.: 1401279
CODE:	N/A	HATCHED AREA IS THE APPROXIMATE TAKING	DRAWN BY: G.L. SMITH 10/16/2018
PROJECT:	1401279		CHECKED BY: V.J. BARR 10/26/2018
COUNTY:	TIPPECANOE		
ROAD:	C.R. 500 N./RIVER RD.		
SECTION:	33		
TOWNSHIP:	24 N.	NOTE: DIMENSIONS SHOWN HEREIN ARE ENGLISH.	
RANGE:	4 W.		

INST. No. 9509087, DATED 06/13/1995
TAX ID No. 79–03–33–200–003.000–018

DIMENSIONS SHOWN ARE FROM THE ABOVE LISTED RECORD DOCUMENTS.

EXHIBIT "B" (cont.)

PARCEL COORDINATE CHART (shown in feet)						
Point	Centerline	Station	Offset	Lt./Rt.	Northing	Easting
651	PR–1	13+41.10	0.00'		20,021.0308	19,644.6308
653	PR–1	18+01.76	0.00'		19,872.4320	20,070.5255
654	PR–1	24+73.56	0.00'		19,444.7795	20,588.6257
1010	PR–1	18+01.76	50.00'	Rt.	19,833.8713	20,038.6966
1017	PR–1	14+50.00	50.00'	Rt.	19,964.5059	19,745.7521
1019	PR–1	15+00.00	55.00'	Rt.	19,951.0386	19,789.9677
1032	PR–1	19+50.00	70.75'	Rt.	19,723.4973	20,139.8106
1033	PR–1	18+75.00	75.00'	Rt.	19,767.9668	20,079.2673
1034	PR–1	18+25.00	50.00'	Rt.	19,819.0760	20,056.6211
1035	PR–1	22+00.00	51.91'	Rt.	19,578.8843	20,344.6083
1036	PR–1	16+00.00	50.00'	Rt.	19,928.4191	19,879.1104
1037	A	281+51.91	65.00'	Lt.	19,105.9039	20,136.5229
1038	A	282+00.00	70.00'	Lt.	19,145.3154	20,166.1949
1039	PR–1	23+90.14	80.00'	Rt.	19,436.1839	20,473.3672
1040	PR–1	22+50.00	80.00'	Rt.	19,525.3941	20,365.2892
1046	PR–1	15+50.00	55.00'	Rt.	19,939.0864	19,834.1371
1048	A	284+99.80	70.00'	Lt.	19,358.5809	20,385.7780
2027	PR–1	19+52.19	71.47'	Rt.	19,721.5469	20,141.0449
2028	PR–1	20+92.47	77.37'	Rt.	19,627.7035	20,245.4726

NOTE: STATIONS & OFFSETS CONTROL OVER BOTH NORTH & EAST COORDINATES AND BEARINGS & DISTANCES.

PARCEL: 4 OWNER: CHAPMAN, WILLIAM E. ET UX.
CODE: N/A
PROJECT: 1401279
COUNTY: TIPPECANOE
ROAD: C.R. 500 N./RIVER RD.
SECTION: 33
TOWNSHIP: 24 N. NOTE: DIMENSIONS SHOWN HEREIN ARE ENGLISH.
RANGE: 4 W.

DES. NO.: 1401279
DRAWN BY: G.L. SMITH 10/16/2018
CHECKED BY: V.J. BARR 10/26/2018

EXHIBIT "B" (cont.)

PARCEL COORDINATE CHART (shown in feet)						
Point	Centerline	Station	Offset	Lt./Rt.	Northing	Easting
201	SEE LOCATION CONTROL ROUTE SURVEY PLAT					
203						
600						
602						
604						
605						
607						
608						
610						
611						
614						
616						
617						

NOTE: STATIONS & OFFSETS CONTROL OVER BOTH NORTH & EAST COORDINATES AND BEARINGS & DISTANCES.

SURVEYOR'S STATEMENT

To the best of my knowledge and belief, this plat, together with the "Location Control Route Survey" recorded as Instrument No. 201818009265 in the Office of the Recorder of Tippecanoe County, Indiana, (incorporated and made a part hereof by reference) comprise a Route Survey, executed in accordance with Indiana Administrative Code 865 IAC 1–12, ("Rule 12").

12/12/2018

VS ENGINEERING, INC.
VINCENT J. BARR, P.S.
PROFESSIONAL SURVEYOR No. 9700015
STATE OF INDIANA

VINCENT J. BARR
REGISTERED
No. 9700015
STATE OF INDIANA
PROFESSIONAL SURVEYOR

PARCEL: 4 OWNER: CHAPMAN, WILLIAM E. ET UX.
CODE: N/A
PROJECT: 1401279
COUNTY: TIPPECANOE
ROAD: C.R. 500 N./RIVER RD.
SECTION: 33
TOWNSHIP: 24 N. NOTE: DIMENSIONS SHOWN HEREIN ARE ENGLISH.
RANGE: 4 W.

DES. NO.: 1401279
DRAWN BY: G.L. SMITH 10/16/2018
CHECKED BY: V.J. BARR 10/26/2018

The above **Warranty Deed (500 North – Parcel 4 – William E. and Janis S. Chapman)** approved and accepted on behalf of the Board of Commissioners of the County of Tippecanoe in the State of Indiana, on this _____ day of _____, 2020.

_____
Tracy A. Brown, President

_____
Thomas P. Murtaugh, Vice President

_____
David S. Byers, Member

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

Attest: _____
Robert A. Plantenga, Auditor

"<u>This is an exempt transaction and the sales disclosure 46021 (R8/7-08) is not required</u>"

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

Stewart W. Kline, P.E., Executive Director
Tippecanoe County Highway Department

This instrument prepared by: Douglas J. Masson, 8939-79, Hoffman, Luhman, & Mason, PC
200 Ferry Street, Suite C, P.O. Box 99, Lafayette, IN 47902, Telephone (765) 423-5404

Billing address for the property taxes as follow:

GRANTEE

Tippecanoe County Board of Commissioners
20 North Third Street
Lafayette, IN 47901

Stewart W. Kline, P.E., Executive Director
Tippecanoe County Highway Department

Tracy A. Brown, President
Tippecanoe County Board of Commissioners

WARRANTY DEED

Form WD-1
Revised 07/2014

Project: Tippecanoe County Bridge 32
Parcel: 3
Page: 1 of 2

THIS INDENTURE WITNESSETH, That **Jerry S. Bower and Rebecca S. Bower, husband and wife**, the Grantors of Tippecanoe County, State of Indiana, Convey and Warrant to the **Board of Commissioners of Tippecanoe County, Indiana**, the Grantee, for and in consideration of the sum of One Hundred Twenty Thousand and No/100 Dollars ($120,000.00) (of which said sum $120,000.00 represents land and improvements acquired and $0.00 represents damages) and other valuable consideration, the receipt of which is hereby acknowledged, certain Real Estate situated in the County of Tippecanoe, State of Indiana, and being more particularly described in the legal description(s) attached hereto as Exhibit "A", which exhibit is incorporated herein by reference.

This conveyance is subject to any and all easements, conditions and restrictions of record.

The Grantors hereby specifically acknowledge and agree that the Real Estate conveyed herein is conveyed in fee simple and that no reversionary rights whatsoever shall remain with the Grantors, or any successors in title to the abutting lands of the Grantors, notwithstanding any subsequent abandonment, vacation, disuse, nonuse, change of use, conveyance, lease and/or transfer by the Grantee or its successors in title, of a portion or all of the said Real Estate or any right of way, roadway or roadway appurtenances established thereupon. This acknowledgement and agreement is a covenant running with the land and shall be binding upon the Grantors and all successors and assigns.

The Grantors assume and agree to pay the 2019 payable 2020 real estate taxes and assessments on the above described real estate, and for all tax liabilities that accrue prior to transfer of title to Grantee. This obligation to pay shall survive the said closing and shall be enforceable by the County in the event of any non-payment.

Interests in land acquired by The Board of
Commissioners of Tippecanoe County
Grantee mailing address:
20 N. 3rd Street, 1st Floor
Lafayette, Indiana 47901
I.C. 8-23-7-31

Form WD-1
Revised 07/2014

Project: Tippecanoe County Bridge 32
Parcel: 3
Page: 2 of 2

IN WITNESS WHEREOF, the said Grantors have executed this instrument this 26 day of April, 2020.

Jerry S. Bower (Seal)
Signature

Rebecca S. Bower
Signature

Jerry S. Bower, husband
Printed Name

Rebecca S. Bower, wife
Printed Name

STATE OF Indiana
SS:
COUNTY OF Tippecanoe

Before me, a Notary Public in and for said State and County, personally appeared Jerry S. Bower and Rebecca S. Bower husband and wife, the Grantors in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be their voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 26th day of April, 2020.

Susan M Robinson
Signature

Susan M Robinson
Printed Name

Commission Number 649233

My Commission expires 11/21/21

I am a resident of Tippecanoe County.

Susan M Robinson
Clark County, State of Indiana
My Commission Expires 11-21-21
Notary Seal Public

This instrument was prepared by Douglas J. Masson, Attorney at Law, from information provided by VS Engineering, Inc. Douglas J. Masson, 200 Ferry Street, Suite C, Lafayette, IN 47902

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

EXHIBIT "A"

A part of the Southwest Quarter of Section Thirty-three (33), Township Twenty-three (23) North, Range Three (3) West, more completely described as follows:

Beginning at a point on the South line of Section Thirty-three (33), Township Twenty-three (23) North, Range Three (3) West, said point of beginning being six hundred thirty-four (634) feet West of the Southeast corner of the Southwest Quarter of said Section Thirty-three (33); thence South eighty-nine (89) degrees and fifteen (15) minutes West on the South line of Section Thirty-three (33) for a distance of one hundred fifty-four and 3/10 (154.3) feet; thence North 0 degrees and forty-five (45) minutes West for a distance of one hundred ninety-seven (197) feet; thence North eighty-nine (89) degrees and fifteen (15) minutes East for a distance of two hundred eighty-eight and 9/10 (288.9) feet; thence South thirty-three (33) degrees and thirty-five (35) minutes West for a distance of two hundred thirty-eight and 8/10 (238.8) feet to the place of beginning.

Containing one (1) acre, more or less.

Located in Perry Township, Tippecanoe County, Indiana.

The above **Warranty Deed (Bridge #32 – Parcel 3 – Jerry S. and Rebecca S. Bower)** approved and accepted on behalf of the Board of Commissioners of the County of Tippecanoe in the State of Indiana, on this _____ day of _____, 2020.

_____
Tracy A. Brown, President

_____
Thomas P. Murtaugh, Vice President

_____
David S. Byers, Member

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

Attest: _____
Robert A. Plantenga, Auditor

"<u>This is an exempt transaction and the sales disclosure 46021 (R8/7-08) is not required</u>"

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

Stewart W. Kline, P.E., Executive Director
Tippecanoe County Highway Department

This instrument prepared by: Douglas J. Masson, 8939-79, Hoffman, Luhman, & Mason, PC
200 Ferry Street, Suite C, P.O. Box 99, Lafayette, IN 47902, Telephone (765) 423-5404

Billing address for the property taxes as follow:

GRANTEE

Tippecanoe County Board of Commissioners
20 North Third Street
Lafayette, IN 47901

Stewart W. Kline, P.E., Executive Director
Tippecanoe County Highway Department

Tracy A. Brown, President
Tippecanoe County Board of Commissioners

6/15/20 Grant Requests tentative

Permission to apply for Grant:

- **SHERIFF/Bomb Squad**: Indiana Homeland Security Foundation grant for Personal Radiation Detector Devices to be carried by certified bomb technicians.
-

Permission to Accept Grant:

- **Circuit Court**: Funds for Veteran's Court from Indiana Supreme Court in the amount of $5,500 to continue the program supporting our Veterans.
- **CASA**: $458,560 from ICJI to cover the VOCA program thru 2022.

- **Prosecutor**: $323,518.52 from Indiana Family & Social Services Administration, Division of Aging (FSSA) for July 1, 2020-June 30, 2021 continuation of APS Funding ~~(contract #000...34568)~~
- **Prosecutor**: $596,370 from ICJI to cover the VOCA program thru 2022

MOU/Contract:

POSITION DESCRIPTION
COUNTY OF TIPPECANOE, INDIANA

POSITION: **Adult Probation Officer**
DEPARTMENT: **Probation**
WORK SCHEDULE: **As Assigned**
JOB CATEGORY: **SO (Special Occupation)**

DATE WRITTEN: September 1998 **STATUS: Full-time**
DATE REVISED: **FLSA STATUS: Non-exempt**

To perform this position successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this document are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Incumbent serves as Adult Probation Officer for the Probation Department, responsible for supervising and assisting probationers.

DUTIES:

Supervises, meets, and monitors assigned probationers, including reviewing, providing written rules and signing probation agreement with clients, and visiting at home and work sites. Performs drug screens as necessary. Monitors probationers payment of required fees, such as fines, court costs, restitution and child support.

Maintains current, accurate case files, including classifying offenders according to risk, recording probationer's character, attitude, behavior and compliance with probation conditions, and preparing and processing various documents. Assists in preparing statistical and other reports as required.

Conducts presentence investigations and writes comprehensive reports for court, including researching legal and social history, interviewing offenders and crime victims, and making sentencing recommendations. Notifies court of probation violations, attends hearings, and testifies/makes recommendations in court proceedings and/or to other officials as required.

Cooperates with public/private community service agencies and individuals in assisting probationers in obtaining treatment and/or services as needed.

Transfers supervision of offenders to other jurisdictions as requested, and supervises offenders transferred from other jurisdictions as assigned.

Periodically assists in answering phones, providing information, taking messages or directing caller to appropriate department or individual.

Maintains current knowledge of applicable local, state and federal rules/regulations, new developments, technology and trends in the field of probation by reading professional publications and periodically attending seminars and conferences.

Serves as court representative on various task forces, committees, and/or teams as assigned and/or requested. Periodically prepares and makes public speaking presentations to community groups as assigned.

May coordinate special areas of assistance to department personnel, such as computer network management or health care issues.

Performs related duties as assigned.

I. JOB REQUIREMENTS:

Bachelor Degree, and ability to successfully pass written exam and successfully complete specified orientation as required for certification as a Probation Officer by the Indiana Judicial Center.

Working knowledge of and ability to make practical application of local, state and federal regulations, and standard policies and procedures of juvenile and criminal code.

Working knowledge of and ability to make appropriate referrals of probationers to treatment programs and services.

Ability to effectively supervise, direct and monitor assigned probationers to confirm proper completion of probation requirements.

Ability to effectively communicate orally and in writing with co-workers, other County departments, probationers and their families, attorneys, community service agencies, counselors, and court and law enforcement personnel, including being sensitive to professional ethics, gender, cultural diversities and disabilities.

Ability to provide expert testimony in legal proceedings.

Ability to properly operate a computer, maintain accurate and organized files, and prepare detailed reports as required. Ability to maintain confidentiality of records and information as required.

Ability to work alone and with others in a team environment with minimum supervision, and work on several tasks at the same time, often under time pressure.

Ability to occasionally work weekend, evening and/or extended hours, and occasionally travel out of town for training, sometimes overnight.

Possession of a valid driver's license and demonstrated safe driving record.

II. DIFFICULTY OF WORK:

Incumbent performs a variety of duties which are broad in scope and require application of sound judgement based on education, experience and training. Daily decisions are frequently based on consideration of many variables and their potential interrelationships. Guidelines are detailed and well-established, requiring independent judgement in adapting to individual cases and situations.

III. RESPONSIBILITY:

Incumbent works according to standard Department policies and procedures, and standard practices of the profession, exercising independent judgement in recommending disposition of assigned probationers. Incumbent refers to supervisor unusual or unprecedented situations, such as unclear legal codes or problems with another agency. Work is periodically reviewed for soundness of judgement, attainment of objectives, and compliance with Department policies and procedures.

IV. PERSONAL WORK RELATIONSHIPS:

Incumbent maintains frequent contact with co-workers, other County departments, probationers and their families, attorneys, community service agencies, counselors, court and law enforcement personnel for purposes of exchanging and explaining information, and supervising and assisting probationers.

Incumbent reports directly to Chief Probation Officer.

V. PHYSICAL EFFORT AND WORK ENVIRONMENT:

Incumbent performs a majority of duties in an office environment and in a courtroom, which may involve climbing flights of stairs, and lifting/carrying objects weighing under 25 pounds, such as case files. Incumbent occasionally works weekend, evening and/or extended hours, and occasionally travels out of town for training, sometimes overnight.

APPLICANT/EMPLOYEE ACKNOWLEDGEMENT

The job description for the position of Adult Probation Officer for the Probation Department describes the duties and responsibilities for employment in this position. I acknowledge that I have received this job description, and understand that it is not a contract of employment. I am responsible for reading this job description and complying with all job duties, requirements and responsibilities contained herein, and any subsequent revisions.

Is there anything that would keep you from meeting the job duties and requirements as outlined?
Yes_____ No_____

_____ _____
Applicant/Employee signature Date

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter referred to as "Agreement"), entered into by and between Tippecanoe County Public Defender's Office (hereinafter referred to as "County") and Norma Saenz (hereinafter referred to as "Contractor"), is executed pursuant to the terms and condition set forth herein.

RECITALS

Tippecanoe County Public Defender's Office requires the provision of professional services as described herein in connection with various court proceedings, and Contractor is a skilled professional desiring and able to provide such services on the terms set forth in this Agreement.

SECTION 1. DUTIES OF CONTRACTOR

1.01 The Contractor shall provide the services described in Attachment A, which is attached hereto and made a part hereof.

1. **Term.** The term of Agreement shall be **from 1/1/2020**_through _**12/31/2020**___.
2. **Renewal.** This Agreement shall automatically renew for additional one (1) year periods unless either party shall notify the other in writing not less than thirty (30) days prior to the end of the term of its intent to cancel.
3. **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 of 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. 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.

3.01 Contractor shall be compensated for services rendered under the Agreement. Payment will be in conformance with **Attachment B** to this Agreement.

3.02 Contractor shall submit a properly itemized invoice for services performed and expenses incurred under this Agreement and shall cooperate with and provide any other necessary information to County. County shall pay Contractor within thirty days after receipt of such properly itemized claim forms.

SECTION IV. GENERAL PROVISIONS

4.01 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of Tippecanoe County. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by the County for any loss of any kind whatsoever. The Contractor has no authority, express or implied, to bind or obligate the County in any way.

4.02 Subcontracting. The parties agree that Contractor shall not subcontract, assign or delegate any portion of the Agreement or the services to be performed hereunder without prior written approval of County. In the event that County approves of any such subcontracting, assignment or delegation. Contractor shall remain solely responsible for managing, directing and paying the person to whom such responsibilities or obligations are sublet, assigned or delegated. County shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.

4.03 Confidentiality of County Information. Contractor understands that confidential information may be provided to it or obtained from County during the performance of its services that Contractor may not, without prior written consent of the County, disclose such confidential information to a person not in the County's employ except to employees or agents of Contractor who have a need to know in order to provide the services. Further, Contractor's Work Product generated during the performance of the Agreement is confidential to County. The failure to comply in all material respects with this section shall be considered a material breach of this Agreement. The obligations of the section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records.

Contractor shall not, under any circumstances, release information provided to it by, or on behalf of, the County that is required to be kept confidential by County pursuant to Indiana law.

4.04 Insurance.

4.01 Contractor shall secure and keep in force during the term of this Agreement the following insurance coverage, Covering the Contractor for any and all claims of any nature which any in any manner arise out of the result from Contractor's performance under this Contract:

4.02 General liability coverage, including contractual coverage, with minimum liability limits of $1,000,000 per occurrence unless additional coverage is required by the County.

4.03 Automobile liability (single limit) with minimum liability limits of $1,000,000 per occurrence.

4.04 With the prior approval of County, Contractor may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced. Contractor shall be responsible for all deductibles.

4.05 Indemnification. Contractor agrees to indemnify, defend, and hold harmless the County and Tippecanoe County and it offices, agents, officials and employees for any and all third party claims, action, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission by Contractor or any of its officers, agents, employees or subcontractors, regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorney's fees and all cost and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. The County shall not provide such indemnification to the Contractor, provided, however, that the Contractor shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omission of the County.

4.06 Notice. Any notice, invoice, order or other correspondence require to be sent under this Agreement shall be sent to:

To Contractor:

To County:
Amy Hutchison
Tippecanoe County Public Defender's Office
301 Main Street
Lafayette, IN 47901

4.07 Non-discrimination. Contractor and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, religion, color, sex, handicap, disability, national origin, ancestry, disabled veteran status, or Vietnam-era veteran status. Breach of this section shall be regarded as a material breach of this Agreement.

4.08 Conflict of Interest. Contractor certifies and warrants to County that neither it nor any of it agents, representatives or employees who will participate in the performance of any services required by this Agreement has or will have any conflicts of interest, direct or indirect, with County.

4.09 Applicable Laws; Forum. The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. This includes the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the County and the Contractor to determine whether the provisions of the Agreement require formal modification.

This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the County of Tippecanoe. Suit, if any, shall be brought in the State of Indiana, County of Tippecanoe.

4.10 Attorney's Fees. Contractor shall be liable to the County for reasonable attorney's fees incurred by County in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.

4.11 Compliance with IC 22-5-1.7 – E-Verify Program. Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify program operated by the United States Department of Homeland Security. If the E-Verify program ceases to exist, Contractor will not be required to verify the work eligibility status of newly hired employees through the E-Verify program. Contractor affirms under penalties for perjury that Contractor has enrolled and is participating in the E-Verify program (as defined in Indiana Code 22-5-1.7-3) and does not knowingly employ and authorized alien.

4.12 Investment Activities in Iran – As required by IC 5-22-16.5-13, the Contractor hereby affirms under penalties for perjury that the Contractor is not engaged in investment activities in Iran.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

Contractor

By: _____ Date: 6/1/2020

Printed: Norma Saenz

Title: _____

County

By: _____ Date: _____

COMPENSATON

1. *The county will compensate attorney at a rate of* 45.00 *Per hour, measured in 1/10 hour increments.*

2. *Contractor shall provide the County with semi-monthly invoices for services performed in a format as required by County together with any supporting documentation as required by County. Attorney shall not invoice the County and shall receive no compensation from County for preparing of invoices and/or supporting documentation or any other activity related to billing or invoicing County for compensation earned under this Agreement. Upon approval of invoices by the County, the County shall pay Attorney for the approved invoice within thirty (**45**) days of approval.*

Compensation for interpreting and translation services

Interpreting services are provided and billed in full hours only. There is a minimum of 2 hours billed when traveling to a job regardless of time spent. After the initial two hours, each hour will be billed at $45 individually.

Translation services will be billed according to the time spent on each document from beginning to end at the same rate of $45 per hour. If the document needs to be certified or notarized there is an extra $5 fee.

Norma Saenz

Investment Activities in Iran

As required by IC 5-22-16.5-13, _____ hereby certifies that it is not engaged in investment activities in Iran.

Accepted:

Tippecanoe County
20 N 3rd Street
Lafayette, IN 47901

By: _____

Title: _____

Date: _____

Accepted

_____

BY: _____

Title: _____

Date: _____

MEMORANDUM OF UNDERSTANDING

WHEREAS, the Courts of Tippecanoe County require a space where they are able to accommodate potential jurors during the jury selection process while maintaining appropriate social distancing measures during the COVID-19 outbreak; and

WHEREAS, Long Center, Inc. ("Long Center") has a facility at 111 N. 6th Street, Lafayette, Indiana, in close proximity to the Tippecanoe County Courthouse with space it is willing to allow Tippecanoe County to use to accommodate potential jurors;

NOW THEREFORE THE PARTIES AGREE:

1. Long Center agrees that Tippecanoe County and the Courts of Tippecanoe County ("County") may use the Long Center's facility at 111 N. 6th Street, Lafayette, Indiana as a staging area to accommodate potential jurors during the jury selection process.

2. County will notify the Long Center not less than fourteen (14) days in advance of any dates it wishes to reserve for this purpose. The dates of use shall be weekdays between the hours of 7 a.m. and 7 p.m. or portions thereof and shall not include dates previously reserved by Long Center for other patrons. County may view previously reserve dates at:

https://docs.google.com/spreadsheets/d/1zFZ6kg0CvkeVszCyh5sVXCUCkVqABxboeKJTstlUmjc/edit?usp=sharing

3. The rent for each day County uses the Long Center facility shall be four hundred dollars ($400 per day).

4. Long Center shall provide cleaning of the facility suitable to provide a safe environment for the potential jurors on the days of use and shall clean the facility after the jurors depart. County will be obligated to reimburse Long Center for the cost of such cleaning, however, the parties agree that for each day of use, the cost of reimbursement shall be not less

than one hundred and twenty-five dollars ($125) per day and not more than four hundred dollars ($400) per day.

5. Long Center shall provide two (2) technicians to service the sound and lights during use. The parties acknowledge that the technicians are compensated by Long Center at the rate of eighteen dollars ($18) per hour and County shall reimburse Long Center for the cost of the technician's time at this rate.

6. Long Center shall invoice County on a monthly basis for amounts due under this agreement with itemization of said amounts. Such invoices shall be submitted to Tippecanoe County, attn: Judge Randy Williams, Tippecanoe Superior Court 1, 301 Main Street, Lafayette, IN 47901. County shall pay said invoices within 45 days of submission.

7. County agrees to indemnify and hold harmless Long Center for claims arising out of County's use of the facility. This agreement is intended for the benefit of Tippecanoe County and IU Health and is not intended for the benefit of any third party.

8. This agreement is not intended to create a joint venture between the parties nor is this agreement intended for the benefit of any third party.

9. Either party may terminate this agreement for cause or convenience upon sixty (60) days written notice to the other. Long Center shall honor reservations scheduled to take place during those sixty (60) days.

TIPPECANOE COUNTY	LONG CENTER
_____	_____
by: Tracy A. Brown, President Tippecanoe County Board of Commissioners	by: John Hughey, President Long Center, Inc.
Date:_____	Date:_____

RESOLUTION NO. 2020 -__-CM

BOARD OF COMMISSIONERS OF TIPPECANOE COUNTY APPROVING APPLICATION FOR PROPERTY TAX DEDUCTIONS FOR DORMIE, LLC

WHEREAS, on May 19, 2020, Dormie, LLC ("Applicant') submitted a Statement of Benefits in conjunction with a request for a tax abatement on certain real property owned by John C. Rice and Lana K. Rice, trustees which is scheduled to be acquired by Applicant; and

WHEREAS, Applicant also submitted an application for Consideration for Designation as an Economic Revitalization Area and requested that the Tippecanoe County Council designate certain real estate located in Tippecanoe County with respect to which Applicant has proposed certain real property redevelopment and rehabilitation as an Economic Revitalization Area. The designation of the real estate as an Economic Revitalization Area will permit the Applicant to qualify for certain property tax deductions; and

WHEREAS, The real property consists of 11 acres of a 44.56 acre parcel having a parcel ID # 79-12-18-100-001.000-012 currently owned by John C. Rice and Lana K. Rice, Trustees, located in Wea Township, Tippecanoe County, Indiana, on County Road 400 South at its intersection with County Road 500 East; the abbreviated legal description of the entire parcel being PT W SW SEC 7 6.183 A & SEC 18 38.416 A TWP 22 R3 44.599 A and the 11 acres having the following legal description:

> A part of the West Half of the Northwest Quarter of Section 18, Township 22 North, Range 3 West of the 2nd Principal Meridian, Tippecanoe County Indiana based upon a survey prepared by Adam J. Beery, Professional Surveyor Number 20700069, HWC Engineering Job Number 2020-117-S, dated May 19, 2020; more particularly described as follows:
>
> COMMENCING at the northwest corner of the Northwest Quarter of said Section 18 marked by a RT-1 over a Bernsten 1A monument per Tippecanoe County Surveyor reference ties; thence South 00 degrees, 35 minutes, 56 seconds East (grid bearing based upon Indiana State Plane - West Zone, NAD 83, 2011, EPOCH 2010.0000) along the west line of said Northwest Quarter Section a distance of 526.68 feet to the POINT OF BEGINNING, being marked by a MAG nail with washer stamped "HWC ENGINEERING FIRM #0114"; thence continuing South 00 degrees 35 minutes 46 seconds East along said west line a distance of 726.00 feet to the south line of the land described in Instrument Number 201919016414 as recorded in the Office of the Recorder, Tippecanoe County, Indiana marked by an iron bar; thence North 89 degrees 52 minutes 19 seconds East along said south line a distance of 660.00 feet to a 5/8 inch rebar with cap stamped "HWC ENGINEERING FIRM #0114"; thence North 00 degrees 35 minutes 56 seconds West parallel with said west line a distance of 726.00 feet to a 5/8 inch rebar with cap stamped "HWC ENGINEERING FIRM #0114"; thence South 89 degrees 52 minutes 19 seconds West parallel with said south line a distance of 660 feet to the POINT OF BEGINNING containing 11.000 acres, more or less.

(hereinafter "the Property"). The Property is located within the McCarty Lane-Southeast

Industrial Expansion Economic Development Area; and

WHEREAS, Applicant has requested the Tippecanoe County Council to determine that it shall be entitled to the deductions from the increase in assessed value resulting from rehabilitation or development of real estate improvements in such Economic Revitalization Area.

WHEREAS, IC 6-1.1-12.1-2(k) requires that if property located in an economic revitalization area is also located in an allocation area, an application for property tax deduction may not be approved unless the legislative body of the unit that approved the designation of the allocation area adopts a resolution approving the application; and

WHEREAS, the Board of Commissioners of Tippecanoe County has considered the application of Applicant and other information brought to its attention, and hereby determines that it is in the best interest of Tippecanoe County, Indiana, to approve the the deductions under Indiana Code §6-1.1-12.1-3 as requested by Applicant with respect to the real property for a period not to exceed ten (10) years according to the schedule set by the Tippecanoe County Council.

NOW THEREFORE BE IT RESOLVED, that the statement of benefits of Applicant for the deductions from the increase in assessed value resulting from rehabilitation or development of real estate improvements Indiana Code §6-1.1-12.1-3 in such Economic Revitalization Area is hereby approved pursuant to IC 6-1.1-12.1-2(k).

Adopted this _____ day of _____ 2020.

BOARD OF COMMISSIONERS OF
TIPPECANOE COUNTY

_____
Tracy A. Brown, President

_____
Thomas P. Murtaugh, Vice President

_____
David S. Byers, Member

ATTEST:

_____
Robert Plantenga, Auditor of
Tippecanoe County

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Change Order - Construction Manager-Adviser Edition

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

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

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

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

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

THE CONTRACT IS CHANGED AS FOLLOWS:

EWO 885-086

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

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

EWO 885-091

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

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

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

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User Notes: (3B9ADABC)

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

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

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

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

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

Tecton Construction Management
CONSTRUCTION MANAGER *(Firm name)*
102 North 3rd Street
Suite 201
Lafayette, IN 47901
ADDRESS

BY *(Signature)*
Mike Roberts 6/3/2020
(Typed name) **DATE:**

NA
ARCHITECT *(Firm name)*
NA

ADDRESS

BY *(Signature)*
NA
(Typed name) **DATE:** NA

Brand Electric, Inc.
CONTRACTOR *(Firm name)*
6274 East 375 South
Lafayette, IN 47905
ADDRESS

BY *(Signature)*
Kameron Brand 6/2/20
(Typed name) **DATE:**

Tippecanoe County Commissioners
OWNER *(Firm name)*
20 N.Third Street
Lafayette, IN 47901
ADDRESS

BY *(Signature)*
David Byers
(Typed name) **DATE:**

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User Notes:

(3B9ADABC)