



Board of Public Works and Safety
Lafayette City Hall, Council Chambers
Caucus is Cancelled

Meeting: February 17, 2026

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

- a. February 10, 2026

Documents:

[BOW 02102026 Minutes.pdf](#)

BID OPENING

- a. Kepner Dr. & McCarty Lane Traffic Signal Quote Opening

NEW BUSINESS

Engineering

- a. Recommendation For Award-Creasy Lane CCMG Project

Documents:

[Recommendation of Award- Creasy Lane CCMG.pdf](#)
[Notice of Award- Creasy Lane CCMG.pdf](#)

- b. Contract-Creasy Lane CCMG Project

Documents:

[CONTRACT- Creasy Lane CCMG.pdf](#)

- c. Notice To Proceed-Creasy Lane CCMG Project

Documents:

[Notice to Proceed- Creasy Lane CCMG.pdf](#)

- d. Subdivision Variance Request-Tengen Block Major Subdivision

Documents:

[7th Street.pdf](#)

Legal Counsel

a. Agreement For Humane Society For Greater Lafayette

Documents:

[Agreement for Animal Shelter.pdf](#)

Purchasing

a. Declaration Of Surplus Property- Parks Department

Documents:

[BOW Agenda Surplus Vehicles 02-17-2026.pdf](#)

CLAIMS

MISCELLANEOUS

A list of all permits issued for the preceding month is available at <https://lafayette.in.gov/DocumentCenter/Index/377>

Livestream and archived copies are available on the City's Agenda Center, <https://lafayette.in.gov/AgendaCenter> or the City's YouTube channel <https://www.youtube.com/@CityofLafayetteIN>

Board of Public Works and Safety Members (Mayoral Appointments):

1. Gary Henriott-Current Term 1/1/2004-Present
2. Cindy Murray-Current Term 1/1/2004-Present
3. Amy Moulton-Current Term 7/6/2018-Present
4. Eric Rody-Current Term 5/23/2023-Present
5. Ronald Shriner-Current Term 1/1/2008-Present

**BOARD OF PUBLIC WORKS AND SAFETY
MINUTES
February 10, 2026**

Regular Session:

The Board of Public Works and Safety met in regular session on Tuesday, February 10, 2026 at 9:00 a.m. in the Common Council Chambers. Members present were: Cindy Murray, Amy Moulton and Ron Shriner.
Absent: Gary Henriott and Eric Rody

Jacque Chosnek, City Attorney, was present.

Mrs. Murray called the meeting to order.

The Pledge of Allegiance was given to the flag of our Country.

MINUTES

Mr. Shriner moved for approval of the minutes from the February 3, 2026 regular meeting. Mrs. Moulton seconded. Passed.

BID OPENING

Creasy Lane CCMG Project

This being the time set to open bids for the Board of Public Works and Safety for the Creasy Lane CCMG Project the following bids were received and opened:

DC Construction
Pendleton, Indiana

Base Bid: \$1,994,215.07

Milestone Contractors
Lafayette, Indiana

Base Bid: \$2,067,870.70

Midwest Paving
Noblesville, Indiana

Base Bid: \$1,926,769.15

Rieth-Riley
Lafayette, Indiana

Base Bid: \$2,042,790.45

Mr. Shriner moved to take the bids under advisement for further review. Mrs. Moulton seconded. Passed.

NEW BUSINESS

Engineering

Amendment #2-9th Street Stormwater and Streetscape Improvements

Brad Talley, Renew Superintendent, presented to the Board and recommended approval of Amendment #2 for the 9th Street Stormwater and Streetscape Improvements with VS Engineering. The amendment is in the amount of \$221,800.00 which brings the revised contract amount to \$874,875.00. The amendment includes additional services to be performed by the Engineer, modifications to services of Engineer, and modifications to payment to Engineer. The project area has expanded to include the area of south from the Kossuth and 0th Street intersection, along 9th Street, to Durkee's Run as well as along Elliott and Wells Streets to their intersections with 10th Street. Mr. Shriner asked whether this simply involves a change in direction, and Mr. Talley confirmed that proceeding south would be more efficient and result in a better overall project. Mrs. Moulton moved for approval. Mr. Shriner seconded. Passed.

Lafayette Housing Authority

CDBG Agreement between the City of Lafayette and Lafayette Transitional Housing Center DBA LTHC Homeless Services Program Year 2025

Michael Sinnet, Project Manager, presented to the Board and recommended approval of the CDBG Agreement between the City of Lafayette and Lafayette Transitional Housing Center DBA LTHC Homeless Services Program Year 2025. Mr. Sinnet stated that LTHC will receive CDBG funding in the amount of \$229,958.00 to complete public facility improvements at three LTHC-operated sites: Eighth Street Commons, Lincoln Center, and the Engagement Center. Mrs. Moulton moved for approval. Mr. Shriner seconded. Passed.

Water Works

Task Order #2-2025 Water Loss Audit and Validation for On-Call Waterworks Engineering Services

Steve Moore, Water Works Superintendent, presented to the Board and recommended approval of Task Order #2-2025 Water Loss Audit and Validation for On-Call Waterworks Engineering Services with Wessler Engineering. The task order will consist of completing a water loss audit for calendar year 2025 in accordance with guidelines published by the AWWA. The validated water loss audit is due August 1, 2026. Mrs. Murray asked whether Wessler has completed the audits in the past, and Mr. Moore confirmed that they have. He also noted that the audit must be validated every other year by a certified validator. Mr. Shriner moved for approval. Mrs. Moulton seconded. Passed.

Amendment #3-Water System Master Plan with Wessler Engineering

Mr. Moore presented to the Board and recommended approval of Amendment #3-Water System Master Plan with Wessler Engineering. This amendment includes additional scope to continue the coordination of the City's Water System Master Planning with the subsequent test drilling and test pumping planned for 2026. The amendment is in the amount of \$207,000.00. Mr. Moore answered questions from the board. Mrs. Moulton moved for approval. Mr. Shriner seconded. Passed.

CLAIMS

Jeremy Diehl, Controller, presented for Board approval of Claims in the amount of \$4,572,036.40. Mr. Diehl answered questions from the board regarding the boiler replacement. Mr. Shriner moved for approval. Mrs. Moulton seconded. Passed.

MISCELLANEOUS

Time: 9:10 a.m.

BOARD OF PUBLIC WORKS AND SAFETY

Cindy Murray s/s

President Pro-Tem

ATTEST: Sarah McFarland s/s

Sarah McFarland, Deputy Clerk

Minutes written by Mindy Miller Riehle, 1st Deputy Clerk

*A digital audio recording of this meeting is available in the Lafayette City Clerk's Office or online at <http://www.lafayette.in.gov/agendacenter>. **A list of all permits issued for the preceding week is available at <http://www.lafayette.in.gov/DocumentCenter/Index/375>



Office of the City Engineer

20 North 6th Street, Lafayette, Indiana 47901-1412
Phone 765-807-1050

2/17/2026

Board of Public Works and Safety
City of Lafayette

Re: Recommendation for Award
Creasy Lane CCMG Project

Dear Board Members,

We have reviewed the apparent low bid submitted for the referenced project. The apparent low bidder is Midwest Paving LLC with a base bid in the amount of \$1,926,769.15. The bid was determined to be complete. The bid bond, Form 96 and company financial information was submitted. A telephone call was placed to the low bidder and they indicated that they are willing to honor the bid and have the capacity to perform the work as specified in the documents.

We recommend that the bid be awarded to Midwest Paving LLC, in the amount of \$1,926,769.15.

Attached, please find the summary of the bid, executed contracts and the Notice to Proceed.

Thank you for your consideration.

Respectfully,

Jeromy L. Grenard, PE
City Engineer / Public Works Director

Notice of Award

Dated: February 17, 2026

Project: Creasy Lane CCMG Project	Owner: City of Lafayette	Owner's Contract No.: 2026-0217
Contract: N/A Bidder:		Engineer's Project No.: N/A
Midwest Paving LLC		
Bidder's Address:		
11827 Greenfield Avenue		
Noblesville, IN 46060		

You are notified that your Bid dated 02/10/2026 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Creasy Lane CCMG Project.

The Contract Price is One million nine hundred twenty-six thousand seven hundred sixty-nine and 15/100 Dollars (\$1,926,769.15).

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

Deliver the Contract performance bond and insurance certificates as specified in the Project Manual.

Gary Henriott

By: _____

President, Board of Public Works and Safety

CONTRACT

THIS CONTRACT, made the 17th day of February 2026, by and between

Midwest Paving LLC, hereinafter called the "Contractor", and the City of Lafayette, a municipal corporation, hereinafter call the "Owner", WITNESSETH, that the Contractor and the Owner, for the consideration stated herein, agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, equipment, and all utility and transportation services required to perform and complete in a workmanlike manner the construction of:

Creasy Lane CCMG Project

for the Owner, all in strict accordance with the Bid Documents which include Drawings and Specifications, including any and all addenda, prepared by City of Lafayette, which Drawings and Specifications are made a part of this Contract, and in strict compliance with the Contractor's proposal and the other Bid Documents herein mentioned which are a part of this Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

ARTICLE II. THE CONTRACT PRICE. The Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, in current funds, the contract price

Of One million nine hundred twenty-six thousand seven hundred sixty-nine and 15/100 dollars (\$1,926,769.15). Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT. This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached:

1. Construction Contract
2. Contractor's Proposal
3. Bidder Requirements
4. Specifications (including Addenda)
5. General Conditions
6. Maps/ Aerial Photographs

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

ARTICLE IV. GUARANTEE. The Contractor hereby agrees to protect the Owner against imperfections in materials, equipment and workmanship, which may be or which may become apparent during the period of construction or erection, or which may develop within a period of one (1) year subsequent to the date of final acceptance by the Owner and the Contractor shall, at his own expense,

remove and replace in whole or in part any such work, materials, or equipment which may prove defective or unsuitable for the service performed or to be performed and/or which may show unreasonable deterioration within said period, upon the written demand and to the full satisfaction of the Owner.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in 3 original counterparts the day and year first above written.

Contractor

By _____

Title _____

(SEAL) State of Indiana
County of _____

Attest:

Notary Public
My Commission Expires: _____

Owner

By _____

(SEAL)

Attest:

Date



Office of the City Engineer

20 North 6th Street, Lafayette, Indiana 47901-1412
Phone 765-807-1050

NOTICE TO PROCEED

DATE: February 17, 2026

CONTRACTOR: Midwest Paving LLC

PROJECT: Creasy Lane CCMG Project

You are hereby notified to commence work in accordance with the provisions of your contract dated February 17, 2026.

Signed: _____

Gary Henriott
President

Date: _____

Signed: _____

Amy Moulton
Member

Date: _____

Signed: _____ Date: _____

Cindy Murray
member

Signed: _____

Eric Rody
member

Date: _____

Signed: _____

Ron Shriner
member

Date: _____

ATTEST:

Acceptance of Notice:

Receipt of the above Notice to Proceed is hereby acknowledged by:

CONTRACTOR

DATE



Area Plan Commission of Tippecanoe County, Indiana

February 4, 2026

Ref. Number 2026-026

Lafayette Board of Works
20 North 6th Street
Lafayette, IN 46901

**SUBJECT: SUBDIVISION VARIANCE – S-5322 TENGEN BLOCK MAJOR
SUBDIVISION (MAJOR-PRELIMINARY PLAT)**

Dear Board of Works:

Please consider the following variance request for the subject subdivision at your next available meeting (See also, the enclosed copy of Petitioner's request to the Area Plan Commission and a reduced copy of the preliminary plat):

1. To have 7th Street remain with its existing 40' wide right-of-way (20' half-width) and not dedicate the additional 5' to the east half per USO Section 5.12 (3) ii.

The subdivider's request before the Area Plan Commission is for an eight-lot single and two-family subdivision located between 7th and 8th Streets, north of Oregon Street, in Lafayette, Fairfield 29 (NE) 23-4.

(Please use the enclosed VARIANCE DISPOSITION NOTICE to indicate the Board's action on these requests.)

Respectfully Submitted,

Kathleen S. Lind
Senior Planner

cc: Todd Starr, Starr Associates
Jeromy Grenard, Lafayette City Engineer

REQUEST FOR
VARIANCE
 FROM THE
UNIFIED SUBDIVISION ORDINANCE

For Staff Use

File Number	S-5322
Date Rec'd	1-8-26
Rec'd. By	LA

This variance request is part of the following subdivision application:

Subdivision Name: Tengen Block Major Subdivision

Phase (or Replat): Replat

State the requirements, standards and specifications that the applicant desires modified and to what extent. Include references to the specific sections of the Unified Subdivision Ordinance that are being varied:

Variance #1: Request to have South 7th Street remain at the Platted 40 foot width (20 foot half width) and not dedicate the additional 5 feet of right-of-way based on the thoroughfare plan classification.

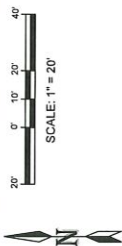
Variance #2:

Variance #3:

Variance #4:

A REPLAT OF LOTS 1 & 2, AND A PART OF LOTS 3, 4, 5 & 6 IN KENDALL'S ADDITION TO THE CITY OF LAFAYETTE AND A PART OF THE NE 1/4 OF SECTION 29-T23N-R4W, IN FAIRFIELD TOWNSHIP, TIPPECANOE COUNTY, INDIANA

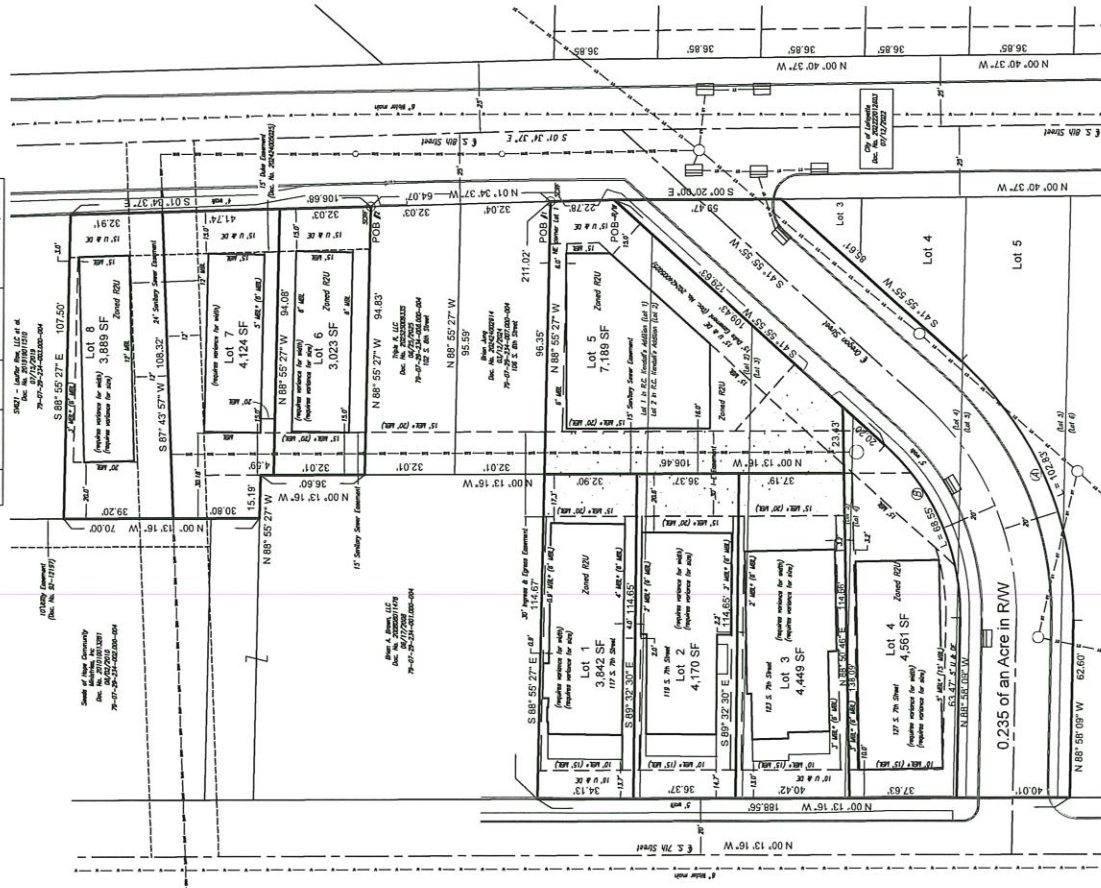
CURVE	LENGTH	RADIUS	DELTA	LONG CHORD
(A)	102.83'	120.00'	49° 05' 56"	S 66° 20' 53" W/39.71'
(B)	68.55'	80.00'	49° 05' 56"	S 66° 20' 53" W/66.48'



Decisions can be based on **WISDOM**.

[illegible]

A part of the Northwest Quarter of Section 29, Township 23 North, Range 4 West, in Fairfield Township, Jefferson County, Indiana, described as follows: Commencing at the Northwest corner of Lot 1 in R.C. Knudsen's addition, as recorded in Deed Book 4, Page 819, in the Office of the Recorder in Jefferson County, Indiana; thence North 01° 34' 37" West (bearing also as W263°4) 64.07 feet along the West North-of-Ray line of S. 8th Street, to the Point of Beginning; thence North 88° 35' 57" West 125.00 feet along the West North-of-Ray line of S. 8th Street, to the Point of Beginning; thence North 01° 34' 37" West 15.10 feet along the West North-of-Ray line of S. 8th Street, to the Point of Beginning; thence North 88° 35' 57" West 125.00 feet along the West North-of-Ray line of S. 8th Street, to the Point of Beginning; thence North 01° 34' 37" West 15.10 feet along the West North-of-Ray line of S. 8th Street, to the Point of Beginning and containing 0.253 an Acres.



VICINITY & ZONING MAP
NOT TO SCALE

LEGEND

- ARE = Minimum Baking Line
 F08 = Point of Beginning
 I-E Easement = Spruce & Spruce Easement
 S08* = Star Capped Refer Found
 Sen = Sensory Sewer Line
 B = Boiler Line
 ST = Storm Sewer Line
 * = Current ARE, repainting to be changed

For more and more information, go to www.pearsoned.com

LAST DEED TRANSFER FOR SUBJECT PROPERTY:

Title Holder:

Document Numbers: 207525009335, 202575009334, 202424000805, 202121025676, 202020021325, 201616012973, 201313018241, 201313011023, 201212024648.

Tax Key Number: 79-07-29-233-002.000-004, 79-07-29-233-003.000-004, 79-07-29-233-005.000-004, 79-07-29-233-006.000-004, 79-07-29-233-007.000-004, 79-07-29-233-008.000-004, 79-07-29-234-000.004 & 79-07-29-234-005.000-004

Tengen Block Major Subdivision
Preliminary Plat



Drawn By: TAS
Proj. No. 20210235-S0
Dated: 11/18/2025
Revisions:

LAFFAYETTE, INDIANA 47901

STARR ASSOCIATES
DESIGN • ENGINEERING • SURVEYING

SHEET 1 OF 2

VARIANCE DISPOSITION NOTICE - revised

SUBDIVISION: Tengen Block Major Subdivision
DEVELOPER: Jeff Rider, Triple R, LLC
REPRESENTATIVES: Todd Starr, Starr Associates

The following variance request was presented to the Lafayette Board of Works on:
_____, 2026.

1. A variance to allow the required half-width right-of-way for 7th Street to be the existing 20' instead of the required 25' (USO Section 5.3 (2)).

It was the decision of the Lafayette Board of Works that:

Variance #1 was ☐ approved
☐ denied

The Lafayette Board of Works

Gary Henriott, President

Cindy Murray, City Clerk

AGREEMENT FOR ANIMAL SHELTERING

Between City of Lafayette, Indiana, and Humane Society for Greater Lafayette

THIS AGREEMENT, entered into between City of Lafayette, Indiana (“City”) and Humane Society for Greater Lafayette (“Humane Society”), is made on the _____ day of February, 2026, and the parties hereto agree to the following:

The parties hereto acknowledge the need to organize animal shelter and disposal services within the confines of the City and, to that end, agree that this agreement between the two of them is to be conducted in the spirit of providing services to the citizens of the City through the joint efforts of both parties hereto.

PART ONE: ANIMAL SHELTERING AGREEMENT

1.01 Acceptance of Animals. The Humane Society will accept animals from the City pursuant to the Humane Society’s rules, regulations, procedures, and all applicable local, state, and federal laws.

1.02. Term: The term of this agreement shall be from January 1, 2026, to December 31, 2026.

1.03.01. Compensation: During the period from January 1, 2026, to December 31, 2026, the County agrees to pay to the Humane Society a monthly fee of \$35,000.00, payable at the end of each month. The Humane Society will provide monthly intake reports of animals and an annual report to the City. This compensation is provided in consideration of the Humane Society’s provision of services with respect to sheltering and otherwise caring for animals taken into custody within the City as more fully described in this Agreement.

1.03.02. If required by a City agent, Tippecanoe County Prosecutor, or Court to hold an animal past 5 days, the City shall pay \$50.00/day fee for each additional day until the animal is released from the requirement. This additional fee will not be assessed against the City if the animal is ultimately returned to its owner in which case the owner will be responsible for sheltering fees due the Humane Society.

1.03.03. The City will pay all veterinary expenses incurred at the Purdue University Veterinary Emergency Room for animals transported there at the direction of a County agent after hours until the animal can be transferred to the Humane Society for care.

1.04. Definitions.

1.04.01. As used in this Agreement, an “impounded animal,” means an animal placed with the Humane Society on the authority of the Lafayette Police Department, Department of Animal Control, or other authorized City agents in connection with a city, state, or federal violation. Lost, stray, and at-large animals surrendered by City residents shall also be regarded as “impounded animals” provided they provide the information required in section 1.05 and the Animal Control Officer or other City agent does not object to such placement. The term does not include “owner-surrendered animals.”

1.04.02. As used in this Agreement, an “owner surrendered” animal is an animal over which an owner voluntarily surrenders or attempts to surrender possession or ownership to the City or the Humane Society.

1.05 Acceptance of impounded animals. The Humane Society will accept animals from the City as “Impounded” through Animal Control or Lafayette Police Department agents. Any resident of the City who captures a lost/stray animal must provide the location or address where the animal was found, a valid driver’s license or proof of current residence, and

contact information.

1.06 Procedures for handling impounded animals. "Impounded" animals will be held for possible owner reclamation for five (5) days, counted from the first day of possession as recorded by the Humane Society, unless otherwise ordered by a City agent or Court. Animals brought into the Humane Society where the owner is unknown will be posted on social media outlets and the Humane Society website. If an animal owner is located, the owner will be required, at their expense, to have the animal microchipped before release. After the five (5) day hold period expires and the owner cannot be located or the owner otherwise fails to reclaim the animal, the animal becomes property of the Humane Society.

1.07. Acceptance of owner-surrendered animals. The Humane Society may accept owner surrendered animals if space permits but reserves the right to decline such owner-surrenders. City agents must obtain permission from the Humane Society prior to any owner surrenders in the field. A condition of any owner surrender accepted by the Humane Society shall be transfer of ownership from the animal's owner to the Humane Society.

1.08. Impounded animals and legal proceedings. Animals impounded by a City agent as dangerous animals, animals running at large or causing a public nuisance, or whose care or treatment is in violation of city ordinance or due to legal proceedings will be handled properly and humanely. This includes, but is not limited to, bite cases, neglect and abuse cases, and animal abandonment. The Humane Society will adhere to the requirements of applicable statutes and ordinances, including IC 35-46-3-6.

PART TWO: SERVICES RENDERED

2.01 The Humane Society will provide the following services to the City for animals received by City agents.

- Proper housing for animals.
- Food and water.
- Veterinary services including but not limited to vaccinations, surgical alterations, disease control, and treatment.
- Microchipping
- Upon request from City agents, euthanasia for animals that are deemed to be a danger, that are suffering from rabies or other infectious disease, or that are suffering from a condition that leaves the animal severely debilitated.

PART THREE: GENERAL PROVISIONS

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

3.02 Subcontracting. The parties agree that the Humane Society shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment or delegation, the Humane Society shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. The Humane Society 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 the

Humane Society of any responsibility for performing under this Agreement.

3.03 Termination.

3.03.1 If the Humane Society becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors, contractors, or consultants employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that the Humane Society shall be given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of City's intent to terminate, and (2) an opportunity for consultation with City prior to termination. In determining the amount of final payment to be made to the Humane Society upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by City to be incurred by reason of the Humane Society's default.

3.03.2 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain sufficient funds, including, but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

3.03.3 Termination for convenience. Either party may terminate this agreement for convenience upon sixty (60) written days notice to the other.

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

To the Humane Society: Humane Society for Greater Lafayette 3150 Sagamore Parkway South Lafayette, IN 47909	To the City: Mayor's Office 20 N. 6 th St Lafayette, IN 47901
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3.05 Non-discrimination. The Humane Society 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, sex, religion, color, age, sexual orientation, gender identity, disability, marital status, familial status, national origin, ancestry, or status as a veteran. Breach of this section shall be regarded as a material breach of this Agreement.

3.06 Conflict of Interest. The Humane Society certifies and warrants to City that neither it nor any of its agents, representatives or employees who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City. The Humane Society further certifies and warrants the Humane Society is not a relative of an elected official (as defined by IC 36-1-21) of City of Lafayette and is not a business that is wholly or partially owned by a relative of an elected official of City of Lafayette.

3.07 Applicable Laws; Forum. 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 City of Lafayette. Suit, if any, shall be brought in the State of Indiana, County of Tippecanoe.

3.08 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.

3.09 Successors and Assigns. City and the Humane Society each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, The Humane Society shall not assign, sublet or transfer its interest in this Agreement without the written consent of City.

3.10 E-Verify Employment Eligibility Verification. In accordance with IC 22-5-1.7, the Humane Society shall enroll in and verify the work eligibility status for all of the Humane Society's newly hired employees through the E-Verify program. The Humane Society shall not knowingly employ an unauthorized alien, nor shall the Humane Society retain an employee or contract with a person that the Humane Society subsequently learns is an unauthorized alien. The undersigned hereby certifies on behalf of the Humane Society that the Humane Society does not knowingly employ an unauthorized alien at the time of execution of this contract.

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

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

IN WITNESS WHEREOF, the City and Humane Society have executed this Agreement effective the date specified in the first paragraph hereof.

Humane Society for Greater Lafayette, Inc

By: Sharon Dull
Sharon Dull, Board President

Approved by the Board of Public Works and Safety on the _____ day of _____, 2026.

Gary Henriott, President

Cindy Murray, member

Eric Rody, member

Ronald Shriner, member

Amy Moulton, member

ATTEST:

Mindy Miller Riehle, 1st Deputy Clerk

Date: _____



Purchasing Department
20 N. 6th Street
Lafayette, IN 47901

To: Board of Public Works & Safety

From: Jeremy Diehl, City Controller

Date: February 17, 2026

Subject: Surplus Property

Surplus Property

The Parks Department is requesting the vehicle listed below be declared surplus for the purpose of disposing in a salvage yard due to rust damage.

Year/Make/Model	VIN	City ID #
2002 Chevrolet 2500HD	1GCHC24U92Z261256	6202

A motion has been made and seconded to declare this list of inventory parts as surplus property.

All of which is approved this 17th day of February, 2026 by the Board of Public Works & Safety.

Approved by the Board of Public Works and Safety on the _____ day of
_____, 2026.

Gary Henriott, President

Cindy Murray, member

Eric Rody, member

Ronald Shriner, member

Amy Moulton, member

ATTEST:

Mindy Miller Riehle, 1st Deputy Clerk

Date: _____