



Board of Public Works and Safety
Lafayette City Hall: Common Council Chambers
Caucus is Tuesday at 8:30AM in Board of Works room

Meeting: July 14, 2020

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

a. July 7, 2020

Documents:

[07072020.pdf](#)

NEW BUSINESS

Engineering

a. Change Order #1-Greenbrier Subdivision Concrete Repair

Documents:

[Change Order 1 - Greenbrier.pdf](#)

b. Utility Service Agreement-Rose Business Park

Documents:

[USA - Rose Business Park.pdf](#)

c. Amendment #2-StreetScan Pavement Ratings

Documents:

[Amendment 2-StreetScan Pavement Ratings.pdf](#)

d. Change Order #1-Romig Street Retaining Wall Repair

Documents:

[Change Order 1-Romig Retaining Wall.pdf](#)

CLAIMS

MISCELLANEOUS

a. Special Event Request-Harvest Chapel Service/Band

Documents:

A list of all permits issued for the preceding week is available at
<http://www.lafayette.in.gov/DocumentCenter/Index/375>

BOARD OF PUBLIC WORKS AND SAFETY
MINUTES
July 7, 2020

Regular Session:

The Board of Public Works and Safety met in regular session on Tuesday, July 7, 2020 at 9:00 a.m. in the Common Council Chambers. Members present were: Gary Henriott, Cindy Murray, Amy Moulton and Norm Childress. Absent: Ron Shriner

Jacque Chosnek, 1st Deputy City Attorney, was also present.

President Henriott called the meeting to order.

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

MINUTES

Mrs. Moulton moved for approval of the minutes from the June 30, 2020 regular meeting. Mrs. Murray seconded. Passed.

NEW BUSINESS

Engineering

Recommendation for Award-Utility Emergency Response Program for 2020-2021

Jeromy Grenard, Public Works Director, presented to the Board and recommended approval of a Recommendation for Award for Utility Emergency Response Program 2020-2021 with Milestone Contractors and Atlas Excavating. These bids establish the rates of future emergency work during the period of July 1, 2020 to June 30, 2021. Mr. Childress moved for approval. Mrs. Murray seconded. Passed.

Recommendation for Award-18th and Central Drainage Improvement Project

Brad Talley Renew Superintendent, presented to the Board and recommended approval of a Recommendation for Award for the 18th and Central Drainage Improvements Project with Milestone Contractors in the amount of \$90,690.00. The other bids that were received were from Midwest Paving in the amount of \$107,466.00 and Atlas Excavating in the amount of \$168,910.00. Mrs. Moulton moved for approval. Mr. Childress seconded. Passed.

Contract-18th and Central Drainage Improvement Project

Mr. Talley presented to the Board and recommended approval of a Contract for the 18th and Central Drainage Improvement Project Milestone Contractors in the amount of \$90,690.00. Mrs. Moulton moved for approval. Mrs. Murray seconded. Passed.

Notice to Proceed-18th and Central Drainage Improvement Project

Mr. Talley presented to the Board and recommended approval of a Notice to Proceed for the 18th and Central Drainage Improvements Project subject to their signature on the document. Mrs. Murray moved for approval. Mrs. Moulton seconded. Passed.

Human Resources

AIM Medical Trust Ballot-Election of Trustee

Kim Meyer, Human Resources Director, presented to the Board and recommended approval of the AIM Medical Trust Ballot for Election of Trustee for Joe Thallenmer, City of Warsaw Mayor. Mrs. Meyer requested that the President of the Board or his designee be directed to complete and submit the 2020 AIM Medical Trust Trustee ballot. President Henriott abstained from the vote but named Cindy Murray as his designee for this ballot. Mrs. Moulton moved for approval. Mr. Childress seconded. Passed.

Lafayette Housing Authority

Release of Mortgage-238 Lincoln, West Lafayette

Tim Clary, Controller, presented to the Board and recommended approval of a Release of Mortgage for 238 Lincoln, West Lafayette. The mortgage balance has been paid and the release will clear the title. Mrs. Moulton moved for approval. Mrs. Murray seconded. Passed.

CLAIMS

Mr. Clary presented for Board approval, Claims in the amount of \$5,280,651.97. President Henriott asked if there were any further questions and there were none. Mrs. Moulton moved for approval. Mr. Childress seconded. Passed

MISCELLANEOUS

Appeal of Denial of Solicitor Permit Application-Gwilliam

President Henriott stated that this is an Appeal of Denial of Solicitor Permit Application for Ben Gwilliam. President Henriott stated that Mr. Gwilliam is not present for the appeal. President Henriott read aloud the appeal letter to the Board.

Mrs. Chosnek gave the Board a brief description of the ordinance allowing door-to-door sales, the permitting process, and the approval process. Mrs. Chosnek stated that the City has received information that not only Mr. Gwilliam was soliciting prior to obtaining the permit and the Police Department recommended denial of the application based on information they received along with police calls.

Rebecca Conner, Controller's Office, stated that she handles the permits for the Solicitor's and Transient Merchants. Mr. Gwilliam was applying for the Solicitor Permit. Mrs. Conner stated that Mr. Gwilliam arrived at the Controller's Office on June 29, 2020 inquiring as to whether the permit had been issued and ready. Mrs. Conner stated that the permit was not ready and told Mr. Gwilliam that the process had not been completed in the Police Department and the permit was still in the background check process. Mrs. Conner stated that she told Mr. Gwilliam that she would contact him once the permit was ready. President Henriott confirmed with Mrs. Conner that Mr. Gwilliam left the Controller's Office that day with the understanding that the permit was not ready/valid at that time.

President Henriott stated that Mr. Gwilliam was not allowed to solicit without a permit but did so anyways which violated the ordinance, the Police Department recommended not allowing Mr. Gwilliam the permit, and the City has received complaints regarding Mr. Gwilliam out soliciting. Mrs. Murray moved to uphold the denial of the Solicitor Permit Application for Mr. Gwilliam. Mrs. Moulton seconded. Appeal denied.

Board of Public Works and Safety

July 7, 2020

Page 3

Time: 9:13 a.m.

BOARD OF PUBLIC WORKS AND SAFETY

Gary Henriott s/s

President

ATTEST: Mindy Miller s/s

Mindy Miller, 1st Deputy Clerk

Minutes written by Mindy Miller, 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>



Engineering Department

20 North 6th Street • Lafayette, Indiana 47901-1412
 Phone 765-807-1050 • FAX 765-807-1049

CHANGE ORDER #1 (FINAL)

The following change is authorized to the agreement dated, **May 12, 2020** for work performed on the **Greenbrier Subdivision Concrete Repairs**:

<u>Description of Change</u>	<u>Reason for Change</u>	<u>Change in Cost (+ / -)</u>
Item 1: Addition of 2 curb ramps	Change in Scope: Contractor was asked to replace two additional curb ramps	\$ 5,950.00 +

Contract Amount (Original)	\$	43,515.00
Previous changes	\$	0.00
This change	\$	5,950.00 +
Revised Contract Amount	\$	49,465.00

Net change (all change orders) 13.7% of contract

Signed: Jeromy L. Grenard Date: 7/7/2020
 Jeromy L. Grenard, PE
 City Engineer

Signed: See attachments Date: _____

Approved by the Board of Public Works and Safety on the 14th day of July, 2020.

Gary Henriott, President

Norm Childress, member

Cindy Murray, member

Amy Moulton, member

Ron Shriner, member

ATTEST:

Mindy Miller, 1st Deputy Clerk

Date: _____



40 Aretz Ln.
Lafayette, IN 47905
Phone: (765)420-8181

June 22, 2020

City of Lafayette
20 N. 6th St.
Lafayette, In. 47901

PROJECT: Greenbriar Subdivision - **ADD**
ATTN: Courtney Cobb

We hereby propose to furnish labor, material and equipment necessary to complete the following items

- Saw cut demo and remove from site two existing handicap ramps at the entrance of Greenbriar Subdivision
- Form and pour back both ramps and raise elevation of both ramps 1 1/2" to accept new asphalt
- Dowel all existing edges
- Cast iron ADA plates at both new ramps
- Seal all new concrete
- Backfill all disturbed areas
- Clean up all debris generated by Heartland

Items not included

- Permits or fees
- Any items not listed above

CONTRACT PRICE: \$ 5,950.00
Five thousand nine hundred fifty
PAYMENT TERMS: Add to Greenbriar contract

All material is guaranteed to be as specified, and the above work to be performed in accordance with drawings and specifications submitted for above work and completed in a substantial workman like manner for the contract price listed above. Heartland Excavating Inc. cannot be held responsible for any irregular cracking outside of control joints on concrete pours as long as joint layout meets minimum standards.	
Any deviation from specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. The owner to provide fire, tornado, and any other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.	
<u>Interest after due date at 1 1/2% per month until paid, together with cost of collection including reasonable attorney fees.</u>	
<u>All materials provided are the property of Heartland Excavating Inc. until final payment is made.</u>	
This proposal may be withdrawn by us if not accepted within fifteen (15) days from date of proposal.	
Respectfully submitted _____ Mike Weathers _____	Date <u>6/22/20</u>
The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outline above.	
Customer Signature <u><i>Jerry L. Shenard</i></u>	Date <u>6/23/2020</u>

BOW



Office of the City Engineer

20 North 6th Street • Lafayette, Indiana 47901-1412
Phone 765-807-1050 • FAX 765-807-1049

**AGREEMENT FOR UTILITY SERVICE
ROSE BUSINESS PARK
North Side of Old CR 350 South on the West Side of CR 500 E**

Pursuant to the attached conditions for utility service consisting of five (5) pages, the City of Lafayette agrees to provide water supply service to and to accept sanitary sewage from a proposed 29.917± acre development site known as Rose Business Park, located at Old CR 350 S and CR 500 E. (Described on Exhibit 'A' attached hereto.) The implementation plan for this development anticipates that the development will be done in lots with Cost Recovery Fees paid pursuant to the associated acreage/lot fee as each lot is developed.

City of Lafayette
Board of Public Works and Safety

Gary D. Henriott, President

Amy Moulton, Member

Norman D. Childress, Member

Ronald Shriner, Member

Cindy Murray, Member

ATTEST:

Date: _____

Date: _____

Owner/Developer:
Myriad Enterprises, LLC



By: Don Amsden, Member

Date: 7-7-2020

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me the undersigned, a Notary Public for the County of Tippecanoe, State of Indiana, personally appeared Gary D. Henriott, President of the Lafayette Board of Public Works and Safety, Norman D. Childress, Board Member, Cindy Murray, Board Member, Amy Moulton, Board Member, and Ronald Shriner, Board Member and acknowledged the execution of the foregoing instrument this 7th day of July, 2020.

Misty Grant-Kelsey
Notary Public
Resident of Tippecanoe County

My Commission Expires: 11/12/2027



STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me the undersigned, a Notary Public for the County of Tippecanoe, State of Indiana, personally appeared Don Amsden, representative of Myriad Enterprises, LLC, who acknowledged the execution of the foregoing Agreement for Utility Service this _____ day of _____, 2020.

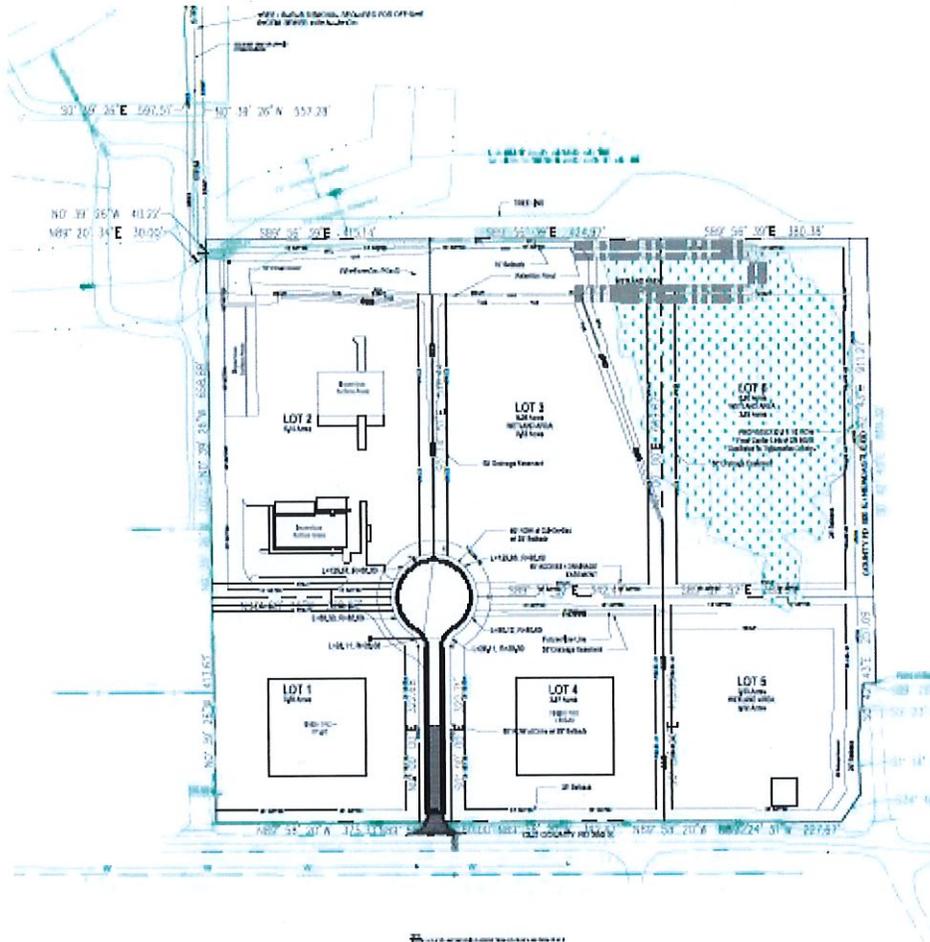
Notary Public
Resident of _____ County

My Commission Expires: _____

Exhibit 'A'

ROSE BUSINESS PARK PROPERTY DESCRIPTION

Reference Survey: 201919014876 Recorder's Office) Parent Tract: A part of the Southeast Quarter of the Northeast Quarter of Section 12, Township 22 North, Range 4 west in Wea Township, Tippecanoe County, Indiana, Described as follows: Commencing at a Bernsten monument marking the Southeast corner of the North Quarter of said Section 12; thence S 89°57'06" W (BEARINGS ARE BASED ON WGS84) 112.13 feet along the South line of the Northeast Quarter of said section 12; thence NORTH 00°31'43" WEST 287.76 feet to a Starr capped rebar marking the Northeast corner of a tract of land owned by the Tippecanoe board of Commissioners as recorded in document Number 9703146 in the office of the Recorder of Tippecanoe County, Indiana (ORTCI); thence following said Tippecanoe County Board of Commissioners the following six (6) courses: thence (1) S 89°28'07" W 22.70 FEET; thence (2) S 05°23'44" W 101.35 feet; thence (3) S 01°14'28" E 103.70 feet; thence (4) S 34°40'31" W 60.81 feet; thence (5) N 89°24'31" W 227.67 feet, thence (6) N 89°58'20" W 926.78 feet to the West line of the Southeast Quarter of the Northeast Quarter of said Section 12 and the East line Milestone Industrial Subdivision Phase Two, Part Two, as recorded in Document number 05004790 (ORTCI), thence N 00°29'15" W 1076.27 feet along the west line of the Southeast Quarter of the Northeast Quarter of said Section 12 and the East line of Milestone Industrial Subdivision Phase Two, Part Two to a Starr Capped Rebar and the Southwest corner of a tract of land owned by Charles R. Vaughan Irrevocable trust as recorded in document Number 00025706 (ORTCI); thence S 89°46'20" E 1220.63 feet along the South line of the Charles R. Vaughan Irrevocable Trust property to a cotton gin spike on the approximate centerline of County Road 500 East, thence S 00°31'42" E 819.42 feet along the approximate center line of County Road 500 East to the Point of Beginning and containing 29.917 Acres.



FEMA MAP

SCALE: NTS



**Old County Road 350 South and 500 East
Directly east of the Milestone Property off CR 350S/475E**

CONDITIONS FOR UTILITY SERVICE

1. Execution of the Consent to Voluntary Annexation and Waiver of Right to Object.
2. Acceptance of the conditions in the attached Statement of Policy for Utility Service. (Dated March 25, 1999)
3. The Owner/Developer shall provide all easements necessary to provide utility (water, sanitary sewer and storm sewer) service at no cost to the City of Lafayette.
4. The implementation plan for this business park anticipates that the development will be done in lots with the balance of the Cost Recovery Fees then due being paid pursuant to the per lot fees identified in the Cost Recovery Fee Summary Sheet dated 4/30/2020 (Exhibit 'B' attached hereto and a part hereof).

5.1 WATER SUPPLY

Existing watermains are located near the proposed development and have sufficient size and capacity to serve said development. The City of Lafayette has previously constructed water supply facilities, storage facilities and distribution mains to serve this general area.

Water service shall be provided for the project at Old CR 350 S one (1) point of connection:

1. An existing 14"Ø located on the south side of Old CR 350 South.

Local watermains throughout the proposed development shall be maintained at 8"Ø minimum with the exception of limited duty mains which may be sized 6"Ø.

In recognition of prior construction of primary water supply, storage and distribution mains by the City of Lafayette to serve this general area, the Owner/Developer agrees to pay to said City a Water Cost Recovery Fee in the amount of \$1,253 per acre of platted development.

SUMMARY OF COSTS AND PAYMENTS

Water Supply

Payment due upon the execution of a Utility Service Agreement and/or any addendum to the Utility Service Agreement equals the platted acreage times \$1,253 times ten percent (10%). (Acreage x Fee x 0.10)

The remaining balance of the Water Cost Recovery Fee for each lot will be due and payable at time of application for a sewer permit for each lot and will equal the following: adjusted acreage of the lot times the appropriate fee less the ten percent (10%) down payment attributable to the platted acreage of said development.

All construction shall be subject to all applicable City standards as noted elsewhere in this Utility Service Agreement.

Upon completion, all watermains shall be accepted by the City of Lafayette as public watermains without residual obligation to the Owner/Developer.

No additional tap or cost recovery fees are required from the Owner/Developer for said water service save those fees provided for and required under City ordinance.

5.2 SANITARY SEWER

Existing sanitary sewer systems are located near the development and have sufficient size and capacity to serve said development. The City of Lafayette has previously constructed sewage lift stations, forcemains and interceptor sewers to serve this general area.

Sewer service connection shall be provided at Old CR 350 S one (1) point of connection.

1. An existing 12"Ø located on the south side of Old CR 350 South

In recognition of prior and current construction of sewage lift stations, forcemains and interceptor sewers by the City to serve this general area, the Owner/Developer agrees to pay to said City a Wastewater Cost Recovery Fee in the amount of \$4,377 per acre of platted development.

SUMMARY OF COSTS AND PAYMENT Sanitary Sewer Service

Payment due upon the execution of a Utility Service Agreement and/or any addendum to the Utility Service Agreement equals the platted acreage times \$4,377 times ten percent (10%). (Acreage x Fee x 0.10)

The remaining balance of the Wastewater Cost Recovery Fee for each lot will be due and payable at time of application for a sewer permit for each lot and will equal the following: adjusted acreage of the lot times the appropriate fee less the ten percent (10%) down payment attributable to the platted acreage of said development.

All construction shall be subject to all applicable City standards as noted elsewhere in this Utility Service Agreement.

Upon completion, all sanitary sewers shall be accepted by the City of Lafayette as public sanitary sewers without residual obligation to the Owner/Developer.

No additional tap or Cost Recovery Fees are required from the Owner/Developer for said sewer service save those fees provided for and required under City ordinance.

STATEMENT OF POLICY UTILITY SERVICE

March 25, 1999

This document is prepared as a general statement of policy for connection to the water and wastewater systems of the City of Lafayette. Unusual or extra-ordinary service conditions may justify additional and/or alternative requirements.

No utility service, water or wastewater, will be provided until all technical and monetary matters have been satisfied.

Sanitary Sewers

1. Provision of wastewater service is conditioned on the acceptance and usage of the City water system where such waterlines are within reasonable connection distance.
2. All sanitary sewers proposed for connection to the City of Lafayette system shall be constructed of the highest quality state-of-the-art materials, built with sound construction practices in accordance with City of Lafayette Typical Construction Guidelines and Details (current version), Ordinance 85-21 as amended, and Ten States Standards, all to the acceptability of the Board of Public Works & Safety.
3. Private sanitary sewers are not generally permitted. Connection may be allowed for such sewers per direction of the Board of Public Works & Safety.
4. Application for connection to the sanitary sewer shall be initiated at the Office of the Lafayette City Engineer.
5. All required technical data, design documents, plans and specifications, permits, and approvals shall be delivered to and acknowledged by the Office of the Lafayette City Engineer prior to the initiation of construction by the developer.
6. Payment of sewer permit fees, Cost Recovery Fees and/or Wastewater Agreement Fees shall be made to the City prior to the issuance of a sewer connection (tap) permit.
7. Resolution of all items relating to Stormwater Management must be achieved prior to issuance of a sewer connection (tap) permit.
8. Notification of the Water Pollution Control Department-Sewers Section is required prior to initiation of construction activity and prior to connection the system.

Water

1. Provision of water service is conditioned to the acceptance and usage of the City wastewater system where such sewer lines are within reasonable connection distance.
2. All waterlines proposed for connection to the City of Lafayette system shall be constructed of the highest quality state-of-the-art materials, built with sound construction practices in accordance with City of Lafayette Typical Construction Guidelines and Details (current version), Ordinance 1279 as amended, and Ten States Standards, all to the acceptability of the Board of Public Works & Safety.
3. Private waterlines, with appurtenances, are not generally permitted. Connection may be allowed for such waterlines per direction of the Board of Public Works and Safety.
4. Application for connection to the water distribution system shall be initiated at the Office of the Lafayette City Engineer.
5. All required technical data, design documents, plans and specifications, permits, and approvals shall be delivered to and acknowledged by the Office of the Lafayette City Engineer prior to the initiation of construction by the developer.
6. Payment of waterline tap fees, meter fees, Cost Recovery Fees and/or other agreement fees shall be made to the City prior to the issuance of a waterline connection permit.
7. Resolution of all items relating to Stormwater Management must be achieved prior to issuance of a waterline connection (tap) permit.
8. Notification of the Water Department is required prior to initiation of construction activity and prior to connection to the system.

EXHIBIT 'B'

**COST RECOVERY FEE SUMMARY SHEET
ROSE BUSINESS PARK
SUMMARY OF COSTS AND PAYMENTS
SANITARY SEWER SERVICE AND WATER SUPPLY
April 30, 2020**

Project Title: Rose Business Park

Project Acreage: 29.917±

Number of Lots: 1-6

Schedule of Fees:

I. Charges:

Water Fee	(\$1,253 x 29.917 acres)=	\$37,486	(22%)
Wastewater Fee	(\$4,377 x 29.917 acres)=	<u>\$130,947</u>	(78%)
Total		\$168,433	100%

II. Down Payment:

10% payment due at time of execution of Utility Service Agreement
0.10 x \$168,433 = \$16,843

Water Fee	=	\$3,705	(22%)
Wastewater Fee	=	<u>\$13,138</u>	(78%)
		\$16,843	100%

III. Balance of Payments Due:

Total Fee	=	\$168,433
Less Down Payment	=	<u>\$16,843</u>
Balance	=	\$151,590

\$151,590/29.917 acres = \$5,067 per acre

Lot 1 (29.917 x 12.433% = 3.72 ac)	3.72 x \$5,067 =	\$18,850
Lot 2 (29.917 x 21.057% = 6.30 ac)	6.30 x \$5,067 =	\$31,922
Lot 3 (29.917 x 21.458% = 6.42 ac)	6.42 x \$5,067 =	\$32,530
Lot 4 (29.917 x 12.800% = 3.83 ac)	3.83 x \$5,067 =	\$19,407
Lot 5 (29.917 x 12.332% = 3.69 ac)	3.69 x \$5,067 =	\$18,697
Lot 6 (29.917 x 19.920% = 5.957 ac)	<u>5.957 x \$5,067 =</u>	<u>\$30,184</u>
	29.917 ac	\$151,590

Balance of payment will be due and payable upon application for a Sewer Permit for each lot. Each lot fee identified above equals: adjusted platted acreage in said lot (to include the proportionate acreage for internal access to lots) times the appropriate fee less the ten percent (10%) down payment attributable to the adjusted platted acreage of said lot. This resultant per-lot amount will be due and payable with each Sewer Permit application.

IV. Per Lot Allocation (see next page):

Water	(22%)
Wastewater	(78%)

Exhibit 'B' Page 2

Lot 1 \$ 4,147 (22%) Water Allocation
\$14,703 (78%) Wastewater Allocation
= **\$18,850** (100%)

Lot 2 \$ 7,023 (22%) Water Allocation
\$24,899 (78%) Wastewater Allocation
= **\$31,922** (100%)

Lot 3 \$ 7,157 (22%) Water Allocation
\$25,373 (78%) Wastewater Allocation
= **\$32,530** (100%)

Lot 4 \$ 4,270 (22%) Water Allocation
\$15,137 (78%) Wastewater Allocation
= **\$19,407** (100%)

Lot 5 \$ 4,113 (22%) Water Allocation
\$14,584 (78%) Wastewater Allocation
= **\$18,697** (100%)

Lot 6 \$ 6,640 (22%) Water Allocation
\$23,544 (78%) Wastewater Allocation
= **\$30,184** (100%)

UTILITY COST RECOVERY FEE WORKSHEET

Project Title: Rose Business Park Date: 4/30/2020
 Project Location: Old CR 350 S and CR 500 E
 Total Platted Acreage: 29.92 Ac. (per Legal Description) No. of Lots: 6
 Service Area in which Proposed Project is located: (See Map) 7
 A. Total Average Flow from IDEM Design Summary: _____ gpd
 B. Acreage flow: A. = _____ gpd per Ac.
 Platted Acreage
 C. Flow Multiplier: B. - 2000 = _____
 (Use 0 if less than 0) 2000 gpd per Acre

WASTEWATER RECOVERY FEE WORKSHEET

WATER RECOVERY FEE WORKSHEET

<p>1. Base Fee <u>\$2,165</u></p> <p>2. Service Area Fee <u>\$2,212</u></p> <p>3. Flow Rate Adjustment: [C. x (1.+2.)] = _____</p> <p>4. Recovery Fee per Acre: (Sum of 1.+2.+3.) = <u>\$4,377</u></p> <p>5. Total Wastewater Recovery Fee (4. x Total Platted Acreage) <u>\$4,377</u> x <u>29.917</u> = <u>\$130,947</u></p>	<p>1. Base Fee <u>\$941</u></p> <p>2. Service Area Fee <u>\$312</u></p> <p>3. Flow Rate Adjustment: [C. x (1.+2.)] = _____</p> <p>4. Recovery Fee per Acre: (Sum of 1.+2.+3.) = <u>\$1,253</u></p> <p>5. Total Water Recovery Fee (4. x Total Platted Acreage) <u>\$1,253</u> x <u>29.917</u> = <u>\$37,486</u></p>
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Service Area Fee Schedule

Service Area 1 -	\$2,583
Service Area 2 -	\$4,284
Service Area 2A -	\$5,448
Service Area 2B -	\$7,094
Service Area 2C -	\$984 /S.F. Service
Service Area 3 -	\$2,245
Service Area 3A -	\$3,513
Service Area 3B -	\$1,678
Service Area 4 -	\$2,326
Service Area 5 -	\$1,327
Service Area 6 -	\$3,780
Service Area 6A -	\$4,853
Service Area 7 -	\$2,212
Service Area 8 -	\$2,298
Service Area 9 -	\$1,988
Service Area 9A -	\$3,918
Service Area 10 -	\$1,473
Service Area 11 -	\$3,932
Service Area 11A -	\$1,570
Service Area 11B -	\$3,073
Service Area 11C -	
Service Area 12 -	\$1,473
Service Area 13 -	\$2,294
Service Area 14 -	\$3,043
Service Area 15 -	--
Service Area 15A -	\$3,838
Service Area 16 -	\$3,073
Service Area 17 -	\$5,000 *
Service Area 18A -	\$6,796 *
Service Area 18B -	\$7,560 *
Service Area 18C -	\$3,841 *
Service Area 18D -	\$7,647 *
Service Area 19 -	\$3,550 /S.F. Service*

Service Area Fee Schedule

Service Area 1 -	--
Service Area 2 -	\$21
Service Area 2A -	\$21
Service Area 2B -	--
Service Area 2C -	--
Service Area 3 -	--
Service Area 3A -	\$619
Service Area 3B -	\$619
Service Area 4 -	\$103
Service Area 5 -	--
Service Area 6 -	\$370
Service Area 6A -	\$282
Service Area 7 -	\$312
Service Area 8 -	\$254
Service Area 9 -	\$83
Service Area 9A -	\$123
Service Area 10 -	\$75
Service Area 11 -	\$103
Service Area 11A -	\$130
Service Area 11B -	\$75
Service Area 11C -	--
Service Area 12 -	\$75
Service Area 13 -	\$1,331
Service Area 14 -	--
Service Area 15 -	\$2,419
Service Area 15A -	\$6,430
Service Area 16 -	\$103
Service Area 17 -	*
Service Area 18A -	*
Service Area 18B -	*
Service Area 18C -	*
Service Area 18D -	*
Service Area 19 -	*

* No Base Fee required for this Service Area.

** Revision of Service Area Fee pending.

WASTEWATER RECOVERY FEE WORKSHEET (cont'd)

Service Area 20 -	*
Service Area 20A -	\$240 *
Service Area 21 -	*
Service Area 22 -	
Service Area 23 -	\$7,315 /SF Service*
Service Area 24 -	\$6,713 /SF Service*
Service Area 25 -	
Service Area 26 -	\$7,113 /SF Service*

WATER RECOVERY FEE WORKSHEET (cont'd)

Service Area 20 -	\$1,271 *
Service Area 20A -	\$1,561 *
Service Area 21 -	*
Service Area 22 -	\$3,632 /SF Service*
Service Area 23 -	\$5,174 /SF Service*
Service Area 24 -	\$7,032 /SF Service*
Service Area 25 -	\$2,636 *
Service Area 26 -	\$4,397 /SF Service*

STORMWATER COST RECOVERY FEES

- | | | |
|----|--|--|
| 1. | Greenbush Pond Watershed - | \$12,500 / Acre Foot of Storage |
| 2. | Wilson Branch Reservoir Watershed - | \$9,339 / Acre Foot of Storage |
| 3. | Coleman Drain Watershed | \$7,384 / Acre + Greenbush Pond Storage Charge |
| 4. | Southside Drainage Watershed | \$7,086 / Acre |
| 5. | Kirkpatrick Legal Drain Reconstruction | \$2,525 / Acre |
| 6. | C.R. 500 East & McCarty Lane Stormwater Improvements | \$7,088 / Acre |
| 7. | Gannett Storm Sewer Extension | \$13,199 / Acre |
| 8. | Sagamore North Pond / Storm System | \$13,224 / Acre |
| 9. | Old Romney Road Pond / Storm System | \$31,375 / Acre |

MISCELLANEOUS COST RECOVERY FEES

I. WATERMAINS

Creasy Lane area between Creasy Court and State Road 38	\$850 / Acre of Platted Acreage
--	---------------------------------

* No Base Fee required for this Service Area.

** Revision of Service Area Fee pending.

CONSENT TO VOLUNTARY ANNEXATION AND WAIVER OF RIGHT TO OBJECT

STATE OF INDIANA

SS:

TIPPECANOE COUNTY

To the City of Lafayette:

In consideration of the City of Lafayette, Indiana, permitting the undersigned to connect to the City utility system and for other good and valuable consideration, the undersigned being all of the fee simple owners of all the real estate to be serviced, hereby consent to the **Voluntary Annexation** of all or any of the real estate within the service area ("Real Estate"), such Real Estate being legally described on the attached Exhibit 'A' which Exhibit is made a part hereof; and upon the request of the City of Lafayette agree to execute any and all documents necessary to effectuate a **Voluntary Annexation** and further **Waive All Rights to Object** to annexation, or resist any proceeding for annexation, of all or any part of the Real Estate by the City of Lafayette or others.

This Consent to Voluntary Annexation and Waiver of Right to Object to Annexation shall run with the land and be binding upon the heirs, administrators, devisees, assigns, or successors in interest.

Date this 7th day of July, 2020

Owner/Developer:
Myriad Enterprises, LLC

[Signature]
Don Amsden, Member

STATE OF INDIANA

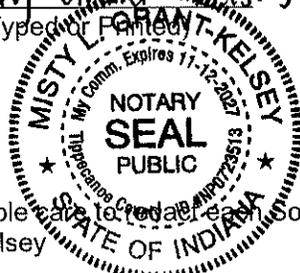
SS:

COUNTY OF TIPPECANOE

Before me a Notary Public in and for said County and State this 7th day of July, 2020, personally appeared Don Amsden, Member of Myriad Enterprises, LLC, and acknowledged their voluntary execution of the foregoing Waiver of Right to Object to Annexation.

[Signature]
Notary Public
Misty Grant-Kelsey
Name (Typed or Printed)

My Commission Expires: 11/12/2027



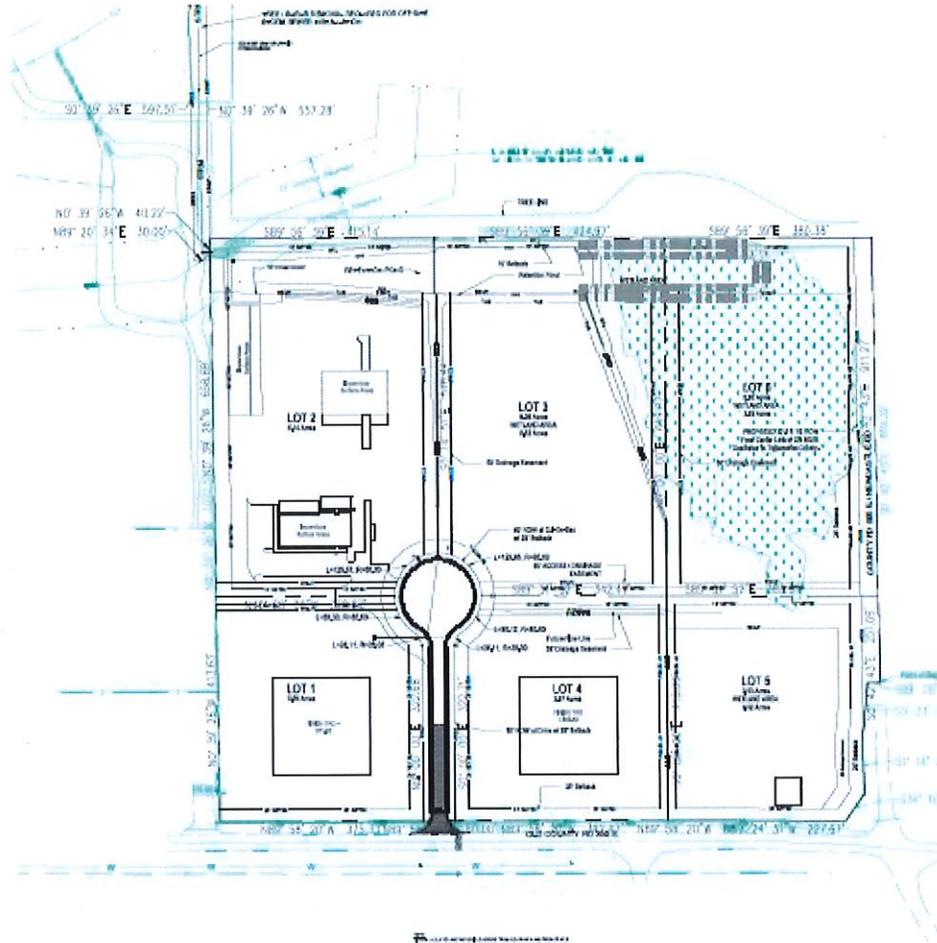
I affirm, under the penalties for perjury, that I have taken reasonable care to read each Social Security number in this document, unless required by law. Misty Grant-Kelsey

Exhibit 'A'

ROSE BUSINESS PARK PROPERTY DESCRIPTION

Reference Survey: 201919014876 Recorder's Office) Parent Tract: A part of the Southeast Quarter of the Northeast Quarter of Section 12, Township 22 North, Range 4 west in Wea Township, Tippecanoe County, Indiana, Described as follows: Commencing at a Bernsten monument marking the Southeast corner of the North Quarter of said Section 12; thence S 89°57'06" W (BEARINGS ARE BASED ON WGS84) 112.13 feet along the South line of the Northeast Quarter of said section 12; thence NORTH 00°31'43" WEST 287.76 feet to a Starr capped rebar marking the Northeast corner of a tract of land owned by the Tippecanoe board of Commissioners as recorded in document Number 9703146 in the office of the Recorder of Tippecanoe County, Indiana (ORTCI); thence following said Tippecanoe County Board of Commissioners the following six (6) courses: thence (1) S 89°28'07" W 22.70 FEET; thence (2) S 05°23'44" W 101.35 feet; thence (3) S 01°14'28" E 103.70 feet; thence (4) S 34°40'31" W 60.81 feet; thence (5) N 89°24'31" W 227.67 feet, thence (6) N 89°58'20" W 926.78 feet to the West line of the Southeast Quarter of the Northeast Quarter of said Section 12 and the East line Milestone Industrial Subdivision Phase Two, Part Two, as recorded in Document number 05004790 (ORTCI), thence N 00°29'15" W 1076.27 feet along the west line of the Southeast Quarter of the Northeast Quarter of said Section 12 and the East line of Milestone Industrial Subdivision Phase Two, Part Two to a Starr Capped Rebar and the Southwest corner of a tract of land owned by Charles R. Vaughan Irrevocable trust as recorded in document Number 00025706 (ORTCI); thence S 89°46'20" E 1220.63 feet along the South line of the Charles R. Vaughan Irrevocable Trust property to a cotton gin spike on the approximate centerline of County Road 500 East, thence S 00°31'42" E 819.42 feet along the approximate center line of County Road 500 East to the Point of Beginning and containing 29.917 Acres.

Exhibit 'A' – Page 2



**Old County Road 350 South and 500 East
Directly east of the Milestone Property off CR 350S/475E**



Office of the City Engineer

July 14, 2020

Board of Public Works and Safety
City of Lafayette
20 N 6th Street
Lafayette, IN 47901

Dear Board Members:

You have before you Amendment #2 to the April 16, 2019 contract with StreetScan, Inc. for the Pavement Rating Project. This amendment adds a second scan in 2021 and an additional year of online software usage. The bi-annual street rating is required by the State of Indiana, and the original contract contained included a single scan. Because the results have been so beneficial in our pavement asset management plan, we have elected to add a second scan.

We could have waited until next year to add the scan to the contract; however, adding it now allowed for the increased annual payment to be spread over three years instead of two.

This amendment revises the contract as follows:

	Original	Amendment #1	Amendment #2
Total Fee	\$120,750.00	\$131,285.00	\$217,026.00
# of Years	3	3	4
Annual Payment	\$40,250.00	\$43,762.00	\$43,762 (yr 1), \$57,754.67 (yr 2-4)
# Scans	1	1	2
# Years of Software Usage	3	3	4

The format of this amendment is the same as Amendment #1, which was approved by legal counsel, and we are recommending your approval.

Sincerely,

Jeromy L. Grenard, PE, PTOE
City Engineer

ACCEPTANCE

Your acceptance of this Fee Revision shall constitute a modification to [Article 5.1 - Fees] of the Agreement, in accordance with its [Article 5.2 - Reconciliation]. Thus you agree to pay StreetScan inc. the Services Fee as set up in the above table for the duration of the Agreement.

Both parties acknowledge that the Services will continue to be performed subject to all the same terms and conditions in our Agreement. No additions or deletions to this Fee Revision shall be allowed, except with written permissions of both parties.

ACCEPTED FOR:
STREETSCAN, INC.

ACCEPTED BY:



Jon-Erik Dillon CEO
Date: June 19th 2020

Date:



Engineering Department

20 North 6th Street • Lafayette, Indiana 47901-1412
 Phone 765-807-1050 • FAX 765-807-1049

CHANGE ORDER #1 (FINAL)

The following change is authorized to the agreement dated, **May 19, 2020** for work performed on the **Romig Street Retaining Wall Repair**:

<u>Description of Change</u>	<u>Reason for Change</u>	<u>Change in Cost (+ / -)</u>
Item 1: Purchase of additional block	Change in Scope: Contractor needed to replace some block caps, original scope was to reuse all existing block	\$ 196.00 +

Contract Amount (Original)	\$	5,691.29
Previous changes	\$	0.00
This change	\$	196.00 +
Revised Contract Amount	\$	5,887.29

Net change (all change orders) 3.4% of contract

Signed: Jeromy L. Grenard
 Jeromy L. Grenard, PE
 City Engineer

Date: 7/9/2020

Signed: _____

Date: _____

Approved by the Board of Public Works and Safety on the 14th day of July, 2020.

Gary Henriott, President

Norm Childress, member

Cindy Murray, member

Amy Moulton, member

Ron Shriner, member

ATTEST:

Mindy Miller, 1st Deputy Clerk

Date: _____



SPECIAL EVENT - PUBLIC PROPERTY USER APPLICATION & AGREEMENT

DO NOT USE FOR
 * Contractor vehicle permit
OR
 * Single Day Temporary Parking Restriction Request

DIRECTIONS

Step One:

- If this request involves closing a street
Contact Lafayette Police – Special Operations Division / 765-807-1272
- If this request involves renting the Big Four Depot - Community Room, Riehle Plaza, or John T. Myers Pedestrian Bridge
Contact Facilities Department for availability / 765-807-1323

Step Two:

- Complete and submit this application to Lafayette Clerk's Office
City Hall, 2nd floor, 20 N 6th Street, Lafayette, IN / 765-807-1021

User Information

Date of Event: 7-24-20 Time: From: 5:30 am/pm to: 10:00 am/pm
 Name: April O'Brien Organization: Harvest Chapel
 Street Address: 2028 So. 22nd St
 City: Lafayette State: IN Zip Code: 47905
 Contact person(s): April O'Brien Phone Number(s): 765-337-6229
 Email: tomcamp50@gmail.com debrealy@gmail.com
 Event Description: Speaker w/ Band (music)
 Caterer: N/A Caterer's Phone Number: _____

This event will utilize the following venues (check all that apply):

- Big 4 Depot - Community Room Riehle Plaza John T. Myers Bridge
 City Right-of-way City Street Sidewalk Other _____

This event will include the following elements (check all that apply):

- Estimated Attendance: 250 Private Trash Hauler (must be removed by 8am following day)
 Street/Sidewalk/Right-of-way restriction or closure Food or Beverages
 Restroom Facilities (required for events 4+ hours) Tents/Canopies
 Alcohol (security is required) Security (required when serving alcohol)
 Amusement & Entertainment Permit # _____ **Not sure if you need an A&E Permit? Go to:**
<http://www.in.gov/dhs/2795.htm>
 Stage Fireworks Outdoor cooker/grill Other _____

Optional Equipment & Services:

- Traffic Control: barricades, **No Parking** signs, water barriers, **Road Closed** Signs \$25
- City Equipment: Trash totes, picnic tables, other \$25

Timetable (Minimum # of days. *Advanced planning is encouraged; sequence remains the same*)

	0	7 days	14 days	21 days	42 days			
	Pre-planning		Notices	Event Preparation			Event	
Begin	1st week	2nd week	3rd week	4th week	5th week	6th week		
	First contact	Submit Application Pre-event Meeting	Contact Neighbors prior to Board of Works Hearing	Board of Works Public Hearing & Approval				Date of Event

Application submittal checklist

- Application
- Pre-event meeting (if required)
- Good Neighbor letter to neighboring properties (send out prior to Board of Works hearing)
- Letter of request to Board of Works (omit if only using Big Four Depot community room)
- Receipt – payment made to City of Lafayette
 - Damage Deposit: \$ _____ (required only when renting Depot)
 - Permit Fee: \$ _____ (fee waived when renting Depot)
 - Rental Fee: \$ 25.
 - Equipment & Services: \$ _____ (optional)
- Certificate of Insurance
- Amusement & Entertainment Permit # _____
 Not sure if you need an A&E Permit? Want more information? Go to:
<http://www.in.gov/dhs/2795.htm> and see definition of A&E Permit in **Rule and Regulations** instructions found at the same link as the **Special Event Application**
- Traffic Control / Public Safety / Emergency Plan
- User Agreement
- Board of Public Works and Safety meeting (if required)

USER AGREEMENT:

INDEMNIFICATION AND RELEASE. In consideration of being permitted the use of the venue(s) indicated above on this document (the "Property"), which Property is owned by the City of Lafayette, User as indicated below, for User and User's legal representatives, successors, and assigns, hereby releases waives and discharges the City of Lafayette, its officers, departments and employees and of them (herein collectively, "City") from all liability to User and User's officers, members, legal representatives, successors, invitees and assigns (herein collectively "User") from any and all loss or damage, and any claim of damages resulting therefore, on account of injury to persons or property arising out of possession or use of the Property, whether caused by the negligence of City, or any of them, or otherwise, resulting during the time the User is entitled to occupy and use the Property. User shall exercise the privileges under this Agreement at User's own risk, and irrespective of any negligence of City, User shall indemnify and hold City harmless from any and all liability for all damages, costs, losses and expenses resulting from, arising out of, or in any way connected with User's use and possession of the Property, including attorney fees incurred by City in defending any action arising out of User's possession or use of the Property, whether caused by negligence of the City, or any of them, or otherwise. City shall not be liable to User for any reason whatever User's occupation or use of the Property shall be hindered or disturbed. User agrees that User has made inspection of the Property and is not relying upon any representations of City or any of them as to the condition of state of repair of the Property or to its suitability for any particular purpose. This release, waiver, and indemnification is intended to be as broad and inclusive as permitted by the laws of the State of Indiana, and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

I have read the above Indemnification and Release and the Policy and Rules governing the use of any public property, city street, sidewalk or public property within the city's right-of-way, the James F. Riehle Plaza, Big Four Community Room, and John T. Myers Main Street Pedestrian Bridge. I agree on my own behalf, and on behalf of the group or organization I am authorized to represent, to such Indemnification and Release and to follow such Rules and Regulations which are incorporated and made a part of this user agreement.

"Lafayette Board of Works"

By: _____

"User"

By: Thomas P. Cap
Signature

Printed: Thomas P. Cap

Date: 6-29-20



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Leicht Insurance, Inc 619 E Main Street Logansport, IN 46947	CONTACT NAME: John Blickenstaff	PHONE (A/C, No, Ext): 574-753-9500	FAX (A/C, No): 574-992-8224
	E-MAIL ADDRESS: leicht.insurance@hotmail.com		
INSURED Harvest Chapel Inc 2028 S 22ND STREET LAFAYETTE, IN 47904	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Mennonite Mutual		
	INSURER B: The Hartford		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY		MAP1300246	08/01/2019	08/01/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					PERSONAL & ADV INJURY \$ 1,000,000
A	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/>					BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY <input type="checkbox"/>					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/>	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					AGGREGATE \$
						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y <input type="checkbox"/> N	36 WEC AD5BHW	08/01/2019	08/01/2020	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ 100,000
						E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Playing live music at Riehle Plaza on 07/24/2020

CERTIFICATE HOLDER	CANCELLATION
City of Lafayette 20 N 6th Street Lafayette, IN 47901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE John Blickenstaff

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MISCELLANEOUS PAYMENT RECPT#: 2214201
City of Lafayette, IN
20 N 6th St
Lafayette IN 47901

DATE: 06/29/20 TIME: 15:36
CLERK: sscott DEPT:
CUSTOMER#: 999
MISC CUSTOMER
COMMENT: TOM CAMP

CHARGES:
APG1 APPLICATION FEE 25.00
AMOUNT PAID: 25.00

PAID BY: HARVEST CHAPEL-EVENT
PAYMENT METH: CHECK
3478

REFERENCE:

AMT TENDERED: 25.00
AMT APPLIED: 25.00
CHANGE: .00