CITY OF LAFAYETTE

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 21, 2020

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

a. July 14, 2020

Documents:

07142020.pdf

NEW BUSINESS

**Engineering**

a. Acceptance For Maintenance-Avalon Bluff, Section 3, Phase 1

Documents:

Avalon Bluff, Section 3, Phase 1.pdf

b. Utility Service Agreement-Highway Safety Services Facility

Documents:

USA-Highway Safety Services Facility.pdf

**Water Works**

a. Amendment #1-Teal Road Water Main Relocation Project

Documents:

Addendum 1 - Teal Road Watermain Relocation.pdf

**Lafayette Housing Authority**

a. Amendment #1-Agreement Between The Lafayette Housing Consortium And YWCA Of Greater Lafayette For The 2019 Fresh Start Program

Documents:

YWCA DVIPP 2019 FRESH START Amendment - Final.pdf

b. Agreement Between The Lafayette Housing Consortium And YWCA Of Greater Lafayette For Fresh Start Program Tenant Based Rental Assistance For 2020-21

Documents:

YWCA Fresh Start PY20 (Final).pdf

c. Amendment #1-Agreement Between The City Of Lafayette And Tippecanoe County Council On Aging For SHARP Program 2019

Documents:

2019 CDBG Amendment (FINAL) - SHARP.pdf

d. Agreement With Tippecanoe Senior Center For The Senior Home Repair Program 2020

Documents:

TCCA-SHARP 2020 Agreement color.pdf

**Purchasing**

a. Declaration Of Surplus Property-Lafayette Renew

Documents:

Surplus Property Renew.pdf

CLAIMS

MISCELLANEOUS

a. Special Event Request-Leszczynski/Groves Wedding

Documents:

Leszczynski and Grove Wedding.pdf

b. 2020 Byrne Local Law Enforcement Assistance Grant

Documents:

2020 Byrne Grant.pdf

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 14, 2020**

Regular Session:

The Board of Public Works and Safety met in regular session on Tuesday, July 14, 2020 at 9:00 a.m. in the Common Council Chambers. Members present were: Gary Henriott, Cindy Murray, Ron Shriner, Amy Moulton and Norm Childress.

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**

Mr. Childress moved for approval of the minutes from the July 7, 2020 regular meeting. Mrs. Murray seconded. Passed.

**NEW BUSINESS**

**Engineering**

*Change Order #1-Greenbrier Subdivision Concrete Repairs*

Jeromy Grenard, Public Works Director, presented to the Board and recommended approval of Change Order #1 for the Greenbrier Subdivision Concrete Repairs with Heartland Excavating. The change order is in the amount of $5,950.00 which brings the revised contract amount to $49,465.00. The change order includes an addition of 2 curb ramps. Mrs. Moulton moved for approval. Mr. Childress seconded. Passed.

*Amendment #2-Streetscan Pavement Ratings*

Mr. Grenard presented to the Board and recommended approval of Amendment #2 for the Pavement Rating Project with Streetscan, Inc. This amendment adds a second scan in 2021 and an additional year of online software usage. This amendment brings the revised contract amount to $217,026.00 with an annual payment of $57,754.67. Mr. Shriner moved for approval. Mrs. Moulton seconded. Passed.

*Change Order #1-Romig Retaining Wall*

Mr. Grenard presented to the Board and recommended approval of Change Order #1 for the Romig Retaining Wall Project with Custom Cuts Lawn Care. The change order is in the amount of $196.00 which brings the revised contract amount to $5,887.29. The change order includes the contractor needed to replace some block caps. The original scope was to reuse all existing block. Mrs. Moulton moved for approval. Mrs. Murray seconded. Passed.

*Utility Service Agreement-Rose Business Park*

Dave Griffee, Engineering, presented to the Board and recommended approval of a Utility Service Agreement for Rose Business Park for 29.917 acre development located on the north side of Old CR 350 S and CR 500 E. The

City of Lafayette will be providing water and sanitary sewer services to this location. Discussion ensued. Mr. Childress moved for approval. Mr. Shriner seconded. Passed.

**CLAIMS**

Tim Clary, Controller, presented for Board approval, Claims in the amount of $610,158.84. President Henriott asked if there were any further questions and there were none. Mr. Shriner moved for approval. Mrs. Moulton seconded. Passed.

**MISCELLANEOUS**

*Special Event Request-Harvest Chapel Service/Band*

President Henriott, presented to the Board and recommended approval of a Special Event Request for the Harvest Chapel Service/Band to be held on July 24, 2020 from 5:30pm-10:00pm at Riehle Plaza. Mrs. Murray moved for approval. Mrs. Moulton seconded. Passed.

Time: 9:14 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

CITY OF
LAFAYETTE

Office of the City Engineer

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

July 21, 2020

**TO:** Board of Public Works and Safety
**FROM:** David M. Griffee, PE, Public Works Assistant Director
**SUBJECT:** Avalon Bluff, Section 3, Phase 1

Board Members,

Construction of the public improvements has been completed for Avalon Bluff, Section 3, Phase 1. This project is located east of CR S 250 E (Concord Road) and north of CR E 500 S and consists of 88 residential lots; additional phase(s) of this subdivision remain for development. This subdivision is in Wea Township beyond the incorporated City of Lafayette boundary.

All required testing and inspections have been successfully completed. As-built drawings prepared by The Schneider Corporation have been reviewed and approved. The required 3 year Maintenance Bond has also been submitted.

Contractor
Atlas Excavating, Inc.

3-year Maintenance Bond provided by Atlas Excavating, Inc.
$115,003.70

Infrastructure to be Accepted for Public Maintenance
Water Mains
Sanitary Sewer Mains

Note: please refer to attached summary of infrastructure to be accepted.

This project has been constructed to meet City of Lafayette standards and criteria. It is my recommendation that the Board accept these facilities for public maintenance.

Respectfully submitted,

David M. Griffee, PE
Public Works Assistant Director

ATLAS Excavating INC.
WEST LAFAYETTE, IN

February 28, 2020

Assistant Director of Public Works
City of Lafayette, Engineering Dept.
20 North 6th Street, Lafayette, IN 47901

Attention: Dave Griffee

Reference: Avalon Bluff Section 3
Atlas Job No: L19-03

Subject: Request for acceptance

Mr. Griffee:

The purpose of this letter is to provide notification that Atlas Excavating has completed work at Avalon Bluff Section 3. Atlas is requesting that acceptance be approved and the Maintenance Bond amount be accepted for 10% of the total construction costs listed below.

| | |
|---|---|
| Sanitary Sewer | $ 799,970 |
| Water Main | $ 350,067 |
| TOTAL | $ 1,150,037 |

Sincerely,

Bret Dierdorf

Bret Dierdorf
Project Manager
Atlas Excavating, Inc.

Distribution: Lafayette Board of Public Works and Safety
Utility Billing – Amy Douglas
Sewers – Pete Corbin
Waterworks – Ron Hurst
Street Dept. – Dan Crowell
Traffic – Nick Standerfer
File

# City of Lafayette – Engineering Department

Summary of Public Facilities Presented to the Lafayette Board of Public Works and Safety for Acceptance

On: July 21, 2020 Project: Avalon Bluff, Section 3, Phase 1
88 residential lots located in Wea Township

## Water Mains and Fittings

Public: 4,224' of 8" CL 350 Ductile Iron Pipe
13 - 8" Gate Valves

Private: None

| | | |
|---|---|---|
| Hydrants w/6" valve: | Flush: | 0 |
| | Private: | 0 |
| | City: | 7 |
| | Temporary: | 0 |
| | Total | 7 |

## Sanitary Sewers and Structures

3,490' OF 8" PVC SDR 35
1,599' OF 8" PVC SDR 26
23 - 4' ∅ Sanitary Manholes

## Storm Sewers and Structures

Tippecanoe County Jurisdiction

## Streets

Tippecanoe County Jurisdiction

Bond No.1083612

**MAINTENANCE BOND FOR**

**SANITARY SEWER COLLECTION SYSTEM AND WATER MAIN**

KNOW ALL MEN THESE PRESENTS, the we, Atlas Excavating, Inc., as principal (hereinafter referred to as Principal), and The Hanover Insurance Company as Surety, are held and firmly bound unto the Board of Public Works & Safety of the City of Lafayette in thy State of Indiana, jointly and severally, in the sum of One Hundred Fifteen Thousand Three and 70/100—Dollars ($115,003.70), in the aggregate, for the payment of which we firmly bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, the Principal wishes the Board of Public Works & Safety of the City of Lafayette in the State of Indiana to accept for maintenance the sanitary sewer collection system and water mains in the Avalon Bluff, Section Three, Phase 1 in Tippecanoe County, State of Indiana.

Now, THEREFORE, the condition of this obligation is such that if the Board of Works & Safety of the City of Lafayette in the State of Indiana accept such sanitary sewer and water mains, as requested by the Principal, the Principal shall faithfully perform the work to be done in constructing such sanitary sewer and water main above referred to and shall fully indemnify and save harmless the Board of Public Works & Safety of the City of Lafayette in the State of Indiana from all costs and damages which the Town may suffer by reason of the failure of Principal to do so and shall fully reimburse and repay the Board of Public Works & Safety of the City of Lafayette in the State of Indiana may incur in making good any such default and will pay all persons who have contracts directly with the Principal for labor and materials, and the Principal warrants that such construction shall be done according to standards of good workmanship, and that all the materials used in the construction shall be of good quality, and that said sanitary sewers and water mains shall be constructed in accordance with the standards, specifications and requirements of the Board of Public Works & Safety of the City of Lafayette and construction guidelines, details, and all ordinances applicable to said plat, and if Principal, at its own expense for a period of three (3) years after said sanitary sewer and water main are accepted for public maintenance by the Board of Public Works & Safety of the City of Lafayette in the State of Indiana, shall make all repairs which may become necessary by reason of improper workmanship or materials with such maintenance, however, not to include any damage to said sanitary sewers and water main resulting from forces or circumstances beyond the control of said Principal, or occasioned by inadequacy of standards, specifications and requirements of said Shadeland construction guidelines, details, and all applicable ordinances; then this obligation shall be null and void; otherwise it shall remain in full force and effect.

In witness whereof we have hereunto set our hand and seals this 21st day of July, 2020.

PRINCIPAL:

Atlas Excavating, Inc.

(Name of Principal Above)

BY: _____

(Sign Here)

Steve Rich, Operations Manager

(Name and capacity of position with Principal Above)

SURETY:

The Hanover Insurance Company

(Name of Surety Above)

BY: _____

(Sign Here)

_____

(Name and capacity of position with Surety above)

Thomas O. Chambers, Attorney-in-Fact

The above, sanitary sewer & water mains, Maintenance Bond approved and accepted on behalf of the Board of Public Works & Safety of the City of Lafayette in the State of Indiana on the__ day of _____, 20_.

_____

President

_____

Member

_____

Member

_____

Member

_____

Member

ATTEST:

_____

Board of Public Works & Safety of the City of Lafayette

**THE HANOVER INSURANCE COMPANY**
**MASSACHUSETTS BAY INSURANCE COMPANY**
**CITIZENS INSURANCE COMPANY OF AMERICA**

***POWER OF ATTORNEY***

**THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.**
**KNOW ALL PERSONS BY THESE PRESENTS:**

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

**Thomas O. Chambers, Todd Schaap, Daniel Gibson, Eric Olson, Kimberly S. Rasch, Jackie Sheldon and/or Josie Benson**

Of **Shorewest Surety Services, Inc. of Racine, WI** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

**Any such obligations in the United States, not to exceed Forty Million and No/100 ($40,000,000) in any single instance**

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **15th** day of **March, 2017**.

**The Hanover Insurance Company**
**Massachusetts Bay Insurance Company**
**Citizens Insurance Company of America**

John C. Roche, EVP and President

**The Hanover Insurance Company**
**Massachusetts Bay Insurance Company**
**Citizens Insurance Company of America**

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )
COUNTY OF WORCESTER ) ss.
On this **15th** day of **March, 2017** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

**DIANE J. MARINO**
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
March 4, 2022

Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this **21st** day of **July** **2020**

CERTIFIED COPY

Theodore G. Martinez, Vice President

STATE OF WISCONSIN )

COUNTY OF **Kenosha** )

ON THIS **21st** day of **July**, **2020**, before me, a notary public, within and for said County and State, personally appeared **Thomas O. Chambers** to me personally known, who being duly sworn, upon oath did say that he is the Attorney-in-Fact of and for the **The Hanover Insurance Company**, a corporation of **New Hampshire**, created, organized and existing under and by virtue of the laws of the State of **New Hampshire**; that the corporate seal affixed to the foregoing within instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said **Thomas O. Chambers** did acknowledge that he/she executed the said instrument as the free act and deed of said Company.

**Kimberly S. Rasch**
Notary Public, **Kenosha** County, Wisconsin
My Commission Expires **1/22/2022**

NOTARY PUBLIC
KIMBERLY S. RASCH
STATE OF WISCONSIN

CITY OF
LAFAYETTE

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**
**Highway Safety Services Facility**
**CR South 500 East**

Pursuant to the attached conditions for utility service consisting of 4 pages, the City of Lafayette agrees to provide water supply service to and to accept sanitary sewage from a proposed 11 ± acre commercial development known as the Highway Safety Services Facility, located along CR South 500 East approximately 530' south of CR East 400 South. (Described in Exhibit A attached hereto.)

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:
Dormie, LCC

_____
Name: Mike Madrid Title: Member

Date: 7-15-2020

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 _____ day of July, 2020.

_____
_____ Notary Public
Resident of _____ County

My Commission Expires: _____

STATE OF INDIANA )
) SS:
COUNTY OF TIPPECANOE )

Before me the undersigned, a Notary Public for the County of Tippecanoe, State of Indiana, personally appeared Mike Madrid, representative of Dormie, LCC, who acknowledged the execution of the foregoing Agreement for Utility Service this 15th day of July, 2020.

Misty Grant-Kelsey
Misty Grant-Kelsey Notary Public
Resident of Tippecanoe County

My Commission Expires: 11/12/2027

MISTY L. GRANT-KELSEY
My Comm. Expires 11-12-2027
NOTARY SEAL PUBLIC
Tippecanoe County ID #NP0723513
STATE OF INDIANA

# Exhibit 'A'

Highway Safety Services Legal Description:

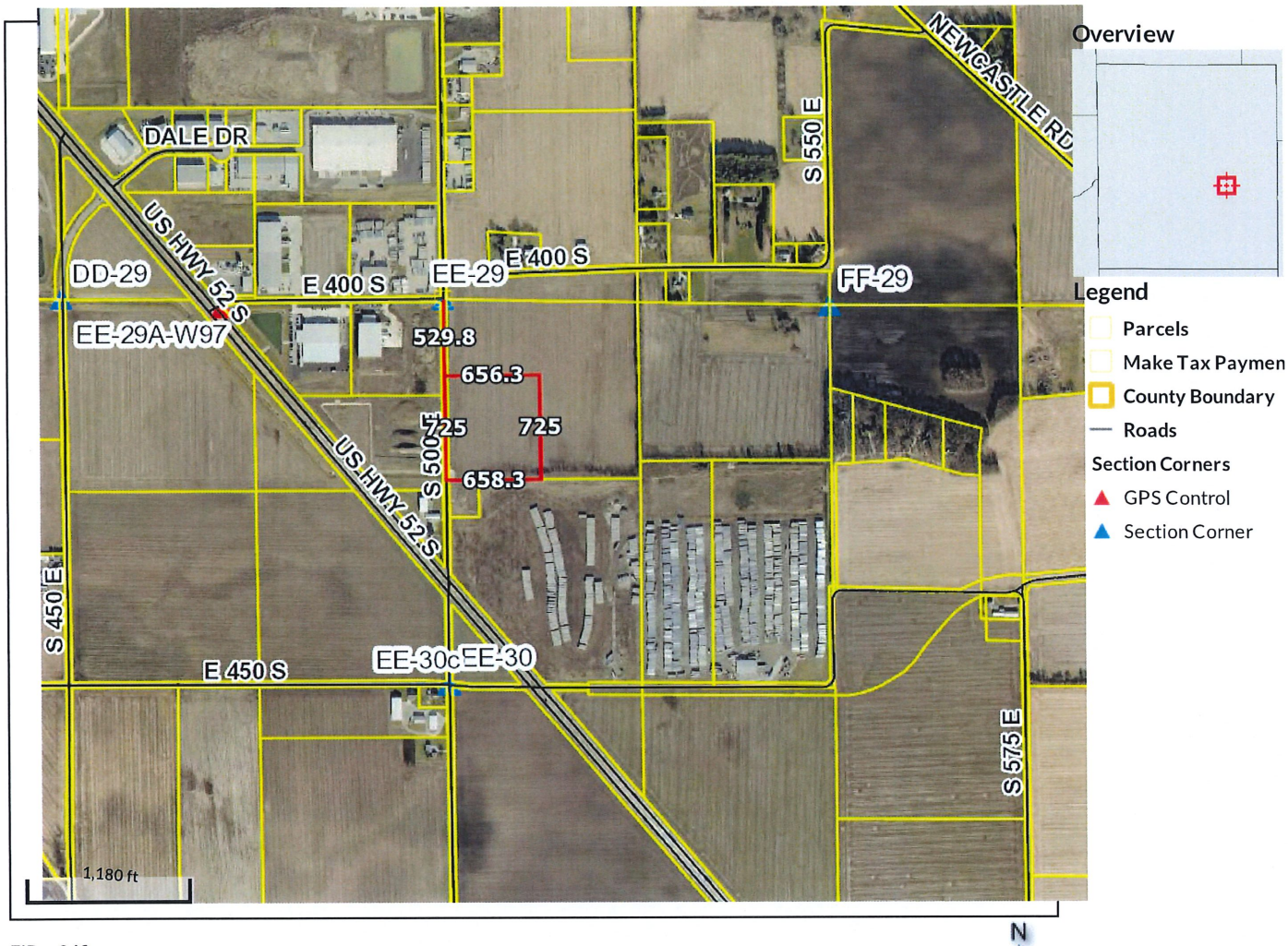
SURVEYED DESCRIPTION

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 56 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 660.00 feet to the POINT OF BEGINNING, containing 11.000 acres, more or less.

# Exhibit 'A' (Visual)

Beacon™ Tippecanoe County, IN




FID = 843
SNO = 849
STATION = EE-29
SOURCE = County Surveyor
TYPE = Section Corner
EASTING = 3029082.747
NORTHING = 1861924.423
HEIGHT =
UNITS = US Survey feet
SPZONE = IN1302W
HDATUM = NAD 83
VDATUM = NAVD 88
UPDATED =
URL = http://gis.tippecanoe.in.gov/dossiers/EE-29.pdf

Date created: 7/1/2020
Last Data Uploaded: 7/1/2020 5:21:25 AM

Developed by Schneider GEOSPATIAL

## 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. Payment of the Cost Recovery Fees, pursuant to the Cost Recovery Fee Summary Sheet dated July 2, 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 CR S 500 E one (1) point of connection:

1. An existing 12"Ø watermain from the US 52 Industrial Subdivision on the west side of CR S 500 E.

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 platted acreage times the appropriate fee. (Acreage x Fee)

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 CR S 500 E one (1) point of connection:

1. An existing 12"Ø sanitary sewer from the US 52 Industrial Subdivision on the west side of CR S 500 E.

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 platted acreage times the appropriate fee. (Acreage x Fee)

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**
**Highway Safety Services Facility**
**CR South 500 East**
**July 2, 2020**

Project Title: Highway Safety Services Facility

Project Acreage: 11.0 ±

Number of Lots: 1

Schedule of Fees:

I. Charges:

| | | | |
|---|---|---|---|
| Water Fee | ($1,253 x 11 acres)= | $13,783 | (22%) |
| Wastewater Fee | ($4,377 x 11 acres) = | $48,147 | (78%) |
| Total Fee | | $61,930 | (100%) |

II. Balance Due at the time of signing the Utility Service Agreement:

Total Fee = $61,930

# UTILITY COST RECOVERY FEE WORKSHEET

Project Title: **Highway Safety Services** Date: **7/2/2020**

Project Location: **CR South 500 East - 530' South of CR East 400 South**

Total Platted Acreage: **11.00** Ac. (per Legal Description) No. of Lots: **1**

Service Area in which Proposed Project is located: (See Map) **7**

A. Total Average Flow from IDEM Design Summary: **N/A** gpd

B. Acreage flow: A. / Platted Acreage = **N/A** gpd per Ac.

C. Flow Multiplier: (Use 0 if less than 0) B. - 2000 / 2000 gpd per Acre = **N/A**

## WASTEWATER RECOVERY FEE WORKSHEET

1. Base Fee **$2,165**
2. Service Area Fee **$2,212**
3. Flow Rate Adjustment: [C. x (1.+2.)] =
4. Recovery Fee per Acre: (Sum of 1.+2.+3.) = **$4,377**
5. Total Wastewater Recovery Fee (4. x Total Platted Acreage)
   **$4,377** x **11.000** = **$48,147**

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* |

## WATER RECOVERY FEE WORKSHEET

1. Base Fee **$941**
2. Service Area Fee **$312**
3. Flow Rate Adjustment: [C. x (1.+2.)] =
4. Recovery Fee per Acre: (Sum of 1.+2.+3.) = **$1,253**
5. Total Water Recovery Fee (4. x Total Platted Acreage)
   **$1,253** x **11.000** = **$13,783**

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.

12/17/15 - R8

SEE REVERSE SIDE FOR ADDITIONAL FEE SCHEDULES

**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 | $21,595 / Acre |
| 9. | Old Romney Road Poand / 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.

12/17/15 - R8

Tax Key No. 79-12-18-100-001.000-012 (Parent Tract)

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:
Dormie, LLC

Mike Madrid, 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 Mike Madrid, Member of Dormie LLC, and acknowledged their voluntary execution of the foregoing Waiver of Right to Object to Annexation.

Misty Grant-Kelsey
Notary Public

Misty Grant-Kelsey
Name (Typed or Printed)

My Commission Expires: 11/12/27

MISTY L. GRANT-KELSEY
My Comm. Expires 11-12-2027
NOTARY SEAL PUBLIC
Tippecanoe County ID #NP0716513
STATE OF INDIANA

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. Misty Grant-Kelsey

Prepared by: BF&S, Inc., Misty Grant-Kelsey, 11 South 3rd Street, Lafayette, IN 47901, (765) 423-5602

# Exhibit 'A'

Highway Safety Services Legal Description:

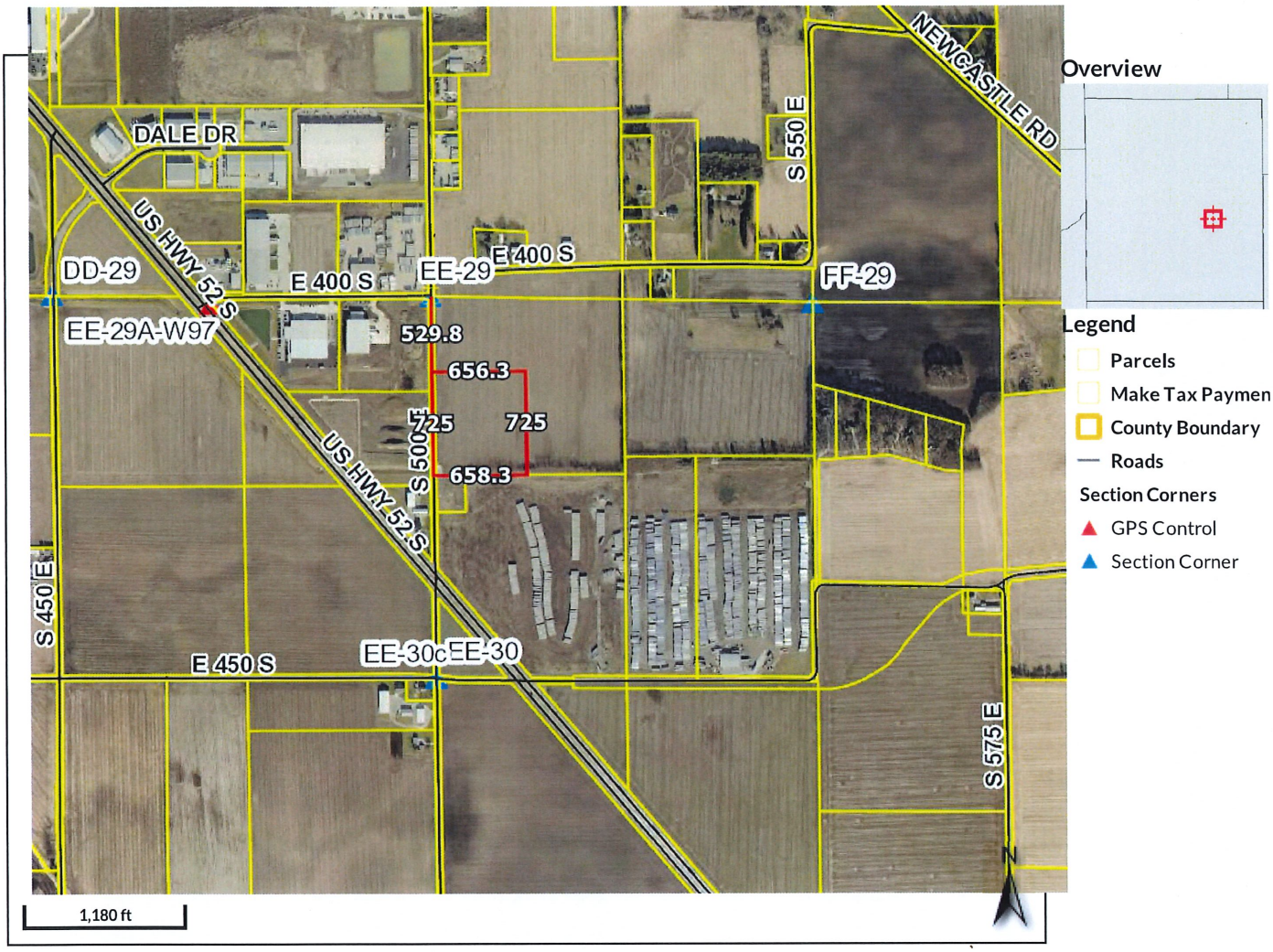
SURVEYED DESCRIPTION

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 56 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 660.00 feet to the POINT OF BEGINNING, containing 11.000 acres, more or less.

# Exhibit 'A' (Visual)

Beacon™ Tippecanoe County, IN




FID = 843
SNO = 849
STATION = EE-29
SOURCE = County Surveyor
TYPE = Section Corner
EASTING = 3029082.747
NORTHING = 1861924.423
HEIGHT =
UNITS = US Survey feet
SPZONE = IN1302W
HDATUM = NAD 83
VDATUM = NAVD 88
UPDATED =
URL= http://gis.tippecanoe.in.gov/dossiers/EE-29.pdf

Date created: 7/1/2020
Last Data Uploaded: 7/1/2020 5:21:25 AM

Developed by Schneider GEOSPATIAL

CITY OF
LAFAYETTE

Office of the City Engineer

July 21, 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 #1 to the May 16, 2019 contract with GRW Engineers, Inc. for the Teal Road Water Main Relocation Project. This amendment adds in survey; coordination with INDOT, Norfolk Southern Railroad and others; design; and construction administration for additional water main relocation along Teal Road between 9th Street and Old Romney Road. Their original contract covered the portion between 18th Street and 22nd Street.

This amendment is for an hourly not-to-exceed amount of $75,000, bringing the full contract amount to $115,000.

We respectfully request your approval.

Sincerely,

Jeromy L. Grenard

Jeromy L. Grenard, PE, PTOE
City Engineer

**CONTRACT MODIFICATION ONE**
**to**
**AGREEMENT BETWEEN**
**OWNER AND ENGINEER**

This contract modification AGREEMENT, made on the _____ day of _____, 2020, between:

**CITY OF LAFAYETTE, INDIANA**
20 N 6th Street
Lafayette, Indiana 47901

(hereinafter called OWNER) and

**GRW ENGINEERS, INC.**
9001 Wesleyan Road, Suite 200
Indianapolis, Indiana 46268

(hereinafter called ENGINEER)

**Project**

Teal Road Water Main Relocation

WITNESSETH, That whereas OWNER requires professional services in connection with the Coordination, Design, Bidding, and Construction phase services for the "Teal Road Water Main Relocation" project, and OWNER wishes to engage ENGINEER to provide certain services pertaining thereto; and

WHEREAS, ENGINEER represents that it has sufficient qualified personnel and equipment and is capable of performing the professional engineering services described herein; is a corporation qualified to do business in the State of Indiana; and the services described herein will be performed under the supervision of an engineer licensed to practice in the State of Indiana;

WHEREAS, OWNER desires, in accordance with Article 3.1 Additional Services of the May 21, 2019 professional services agreement with the ENGINEER, to execute the option to request the ENGINEER to accomplish the additional engineering services identified in the attached Exhibit A to this Agreement;

WHEREAS, ENGINEER desires to accept such execution of the OWNER's option of the agreement between OWNER and ENGINEER;

THEREFORE, OWNER and ENGINEER, in consideration of the mutual covenants hereinafter set forth, agree that the following modifications be made to the May 21, 2019 agreement:

**Article 3.1** **Additional Services**

ENGINEER shall be authorized to complete coordination, design, bidding, easement descriptions and construction phase work for improvements to the OWNER's water distribution and/or storm sewer systems as required to resolve conflicts between the water system and the upcoming INDOT Teal Road Improvements Project. The engineering services included are detailed in the attached Exhibit A, Scope of Work for Teal Road Water Main Relocation Additional Services.

**Article 6.1.2** **Payments to Engineer – Additional Services**

OWNER shall pay ENGINEER for Services rendered under this contract modification at the terms listed below in Exhibit A with a total Not-to-Exceed Amount of Seventy Five Thousand ($75,000.00). The existing contract amount will be adjusted by this amount. The ENGINEER shall submit monthly invoices for the work performed as described in the original agreement.

The work shall be completed at the hourly rates attached in Exhibit C, unless otherwise agreed to by the Owner and Engineer.

**Article 5** **Period of Service**

ENGINEER agrees to commence work upon execution of this contract modification and complete the services according to the schedule listed in Exhibit A. It is anticipated the duration will be approximately 12 months. The estimated completion date of the services is July 1, 2021.

The schedule is subject to mutual agreement and the fulfillment of obligations by each party. The parties acknowledge that land or easement acquisition, budget constraints, regulatory review, issuance of permits by other agencies, or other factors may contribute to schedule modifications. Each party will communicate on potential schedule modifications as they become apparent.

All other provisions of the Agreement not modified by this or previous Amendments shall remain in effect.

IN WITNESS WHEREOF, OWNER and ENGINEER have signed this Contract Modification Agreement in duplicate. One counterpart each has been delivered to OWNER and ENGINEER.

Executed this _____ day of _____, 2020.

OWNER: City of Lafayette, Indiana Board of Public Works and Safety

By: _____
Gary Henriott, President

_____
Norm Childress

_____
Cindy Murray

_____
Amy Moulton

_____
Ron Shriner

ENGINEER: GRW Engineers, Inc.

By: _____
Joseph P. Tierney, P.E.
Vice President

Attest: _____
Mindy Miller, Deputy Clerk

Date: _____

**Exhibit A**
**Scope of Work and Fees**
**For**
**Teal Road Watermain Relocation**
**Additional Services**

**Scope of Work:**

Note: Task Numbers Continued from Previous Agreement

**Task 6 – Additional Coordination with INDOT**

1. Attend coordination meetings with INDOT and American Structurepoint (project designer). Includes preparation and follow up as necessary. Four (4) meetings via teleconference are anticipated
2. Develop potential Layouts and conceptual cost estimates of water main relocations for discussion and review purposes.
3. Review INDOT plan revisions to verify elimination of conflicts with water mains.
4. Project e-mails and correspondence as needed to coordinate with INDOT and American Structurepoint.

**Task 7 - Design and Permitting services:**

1. Data collection of existing water system mapping, INDOT improvements plans and relocation plans from other utilities related to the INDOT Teal Road Project.
2. Field survey verification of the project area including: location of existing utilities including valves and hydrants. Some limited spot elevations will also be taken to verify general ground surface elevations; additionally, our Surveyor will complete a verification of available right of way and easements.
3. Preparation of a plan set including plan sheets and details; Details will be per City of Lafayette construction standards.
4. Preparation of technical specifications and front end documents;
5. Attend a design review meeting with the City at the 75% design level to verify project details prior to permitting and 100% design.
6. Preparation and submittal of an INDOT work plan for permitting;

**Task No. 8 – Easement Descriptions**

1. Prepare required plats and legal descriptions for Owner's use in negotiating and acquiring Right-of-Way and easements for the project. One description anticipated.
2. Assumes an hourly rate of $140 per hour for a registered Land Surveyor.

**Task 9 - Bidding services:**

1. Package all drawings, specifications, and front end documents for bid advertisement;
2. Print and distribute all bid documents to prospective bidders. Bidders will be charged a nominal fee for the plans;
3. Maintain and distribute updated plan holder's list;
4. Answer questions from bidders regarding bid documents and provide written addenda accordingly;
5. No Pre-Bid Meetings are anticipated.

6. Attend project bid opening and assist owner as needed in receiving the bids.
7. Assist the City in bid evaluation and preparation of certified bid tabulation;
8. Check references on the low bid construction contractor and provide written bid recommendation to the City.
9. Assumes one bidding of the work as one prime contract.

**Task 10 - Construction Administration Services**

1. Review, compile, and distribute contract documents between City and Contractor including Performance and Payment Bonds, Notice of Award, Notice to Proceed, Agreements, Certificates of Insurance, etc.;
2. Provide general construction administration assistance including coordination of project schedules;
3. Coordinate and Attend pre-construction conference and distribute meeting minutes;
4. No project progress meetings are anticipated
5. Review and distribute all shop drawings, samples, and product submittals for conformance with contract documents;
6. Supervise the part-time resident project representative;
7. Respond to Contractor inquiries and provide clarifications and interpretations of the contract documents;
8. Review all change orders and make recommendation to the City for approval;
9. Review all progress payments and make recommendation to City for approval;
10. Recommend substantial completion to City including compiling punch list;
11. Verify punch list completion and make recommendation of final acceptance to City;
12. Prepare and Provide to the City on reproducible set of Record Drawings for the project.
13. Fee assumes a one prime contract and a construction contract duration of three (3) months.

**Task 11 – Part Time Construction Observation Services**

1. Resident Project Representative (RPR) shall observe that the construction is in general compliance with the contract documents and serve as liaison between City and Contractor.
2. Maintain and distribute daily inspection reports during the course of the work;
3. Perform job activities in accordance with the list of Resident Project Representative Duties outlined in the Construction Documents portion of the specifications.
4. Fee assumes 120 hours of part time on-site construction observation at a billing rate of $85 per hour plus expenses.

**Fee and Schedule Summary**

| Description | Fee | Days to Completion |
|---|---|---|
| Task 6 – Additional INDOT Coordination | $10,000 Hourly + Expenses Not-to Exceed | 360 days from Owner's Notice to Proceed. |
| Task 7 – Design and Permitting | $30,000 Hourly + Expenses Not-to Exceed | 150 days from Owner's Notice to Proceed. |
| Task 8 – Easement Descriptions | $1,400 Hourly + Expenses Not-to Exceed | 90 days from Owner's Notice to Proceed. |
| Task 9- Bidding | $6,000 Hourly + Expenses Not-to Exceed | 30 days from completion of Design |
| Task 10 – Construction Administration | $16,000 Lump Sum | 90 days from Construction Notice to Proceed |
| Task 11 – Part Time Construction Observation | $11,600 Hourly + Expenses Not-to Exceed | 90 days from Construction Notice to Proceed |

**Total Fee: $75,000.00 Hourly + Expenses Not-to Exceed**

(Note: Individual fees given per task for tracking purposes. Should minor scope adjustments be required that do not increase overall contract value, amounts for each task can be adjusted by agreement between owner and engineer without an additional contract modification)

*Assumptions and Exclusions:*

1. *INDOT's CAD drawings will be made available for usage in developing the proposed plan drawings.*
2. *Easement descriptions as noted are included. No land acquisition services (negotiating, appraisals, buying, recording, etc) are included.*
3. *No additional permits beyond the INDOT right of way permit will be needed for the completion of the work.*
4. *Project financing will be through on-hand City funds and no coordination with funding agencies will be required.*
5. *Services not set forth above and not listed are specifically excluded from GRW's scope of work. GRW assumes no responsibility to perform any services not specifically listed herein.*

**EXHIBIT B**

**CITY OF LAFAYETTE, INDIANA**

**STANDARD TERMS AND CONDITIONS**
**PROFESSIONAL SERVICE CONTRACTS**

1. **Billing**. On hourly, not to exceed, contracts, services may be billed monthly for the hours and costs expended during that period. Services under fixed fee or lump sum contracts may be billed monthly on the estimate of the percentage of work completed.

2. **Employment**. During the term of the Agreement, the Consultant shall not engage on this project on a full or part-time basis any professional or technical personnel who are, or have been at any time during the period of the Agreement, in the employ of the City, except regularly retired employees.

3. **Ownership of Documents**. All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimated and other documents prepared by Consultant shall remain the property of the Consultant. The City shall be entitled to copies or reproducible sets of any of the aforesaid.

4. **Insurance**. The Consultant shall at its own expense maintain in effect during the term of the Agreement the following insurance with limits as shown or greater:

A. General Liability (including automobile) – combined single limit of $2,000,000. The City shall be named as Additional Insured and be given a 30 day notice of cancellation, non-renewal or significant change of coverage. Consultant's insurance shall be written on a "primary" basis and the City's insurance program shall be in excess of all of Consultant's available coverage.

B. Worker's Compensation – statutory limit. Workers Compensation shall include a Waiver of Subrogation endorsement in favor of the City.

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

D. The Consultant shall provide Certificates of Insurances indicating the aforesaid coverage.

5. **Successors and Assigns**. Neither the City nor the Consultant shall assign, sublet or transfer their interest in the Agreement without the written consent of the other.

6. **Termination of Agreement**. The Agreement may be terminated by either party should the other party fail to substantially perform in accordance with the terms through no fault of the other upon fifteen (15) days written notice. The Agreement may be terminated by the City for convenience upon thirty (30) days written notice to Consultant. In the event of termination, due to any reason other than the fault of the Consultant, the Consultant shall be paid for services performed to termination date, including reimbursable.

7. **Dispute Resolution**. All claims or disputes of the Consultant and the City arising out of or relating to the Agreement, or the breach thereof, shall first be submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, the party making the claim or alleging a dispute shall have the right to institute any legal or equitable proceedings in the Tippecanoe Superior or Circuit Court. The prevailing party shall be entitled to recover attorney fees and costs.

8. **Indemnities**. Consultant and City each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives from and against liability for all claims, losses, damages or expenses caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses and damages or expenses are caused by the joint or concurrent negligence of the City and Consultant, they shall be borne by each party in proportion to its negligence.

9. **E-Verify**. Consultant must enroll in and verify the work eligibility status of all newly hired employees of the Consultant through the E-Verify program operated by the United States Department of Homeland Security. If the E-Verify program ceases to exist, the Consultant will not be required to verify the work eligibility status of newly hired employees through the E-Verify program. The Consultant affirms under penalties for perjury that the Consultant does not knowingly employ an unauthorized alien.

10. **Contracting with Iran**. Consultant certifies that under penalties of perjury that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.

11. **Tobacco Free Policy**. Consultant, subcontractors and suppliers shall comply with the City of Lafayette's Tobacco Free Workplace Policy while on the job-site.

12. **Compliance with Laws**. The Consultant specifically agrees that in the performance of the services herein enumerated by the Consultant or a subcontractor or anyone acting on behalf of either, that each will comply with all State, Federal and Local Statutes, Ordinances and Regulations.

13. **Changes in Work**. In the event that either the City or Consultant determine that a major change in scope, character or complexity of the work is needed after the work has progressed as directed by the City, both parties in the exercise of their reasonable judgment shall negotiate the changes and the Consultant shall not commence the additional work or the change of the scope of work until a supplemental agreed is executed and the City has provided written notice to the Consultant to proceed.

14. **Delays and Extensions**. The Consultant agrees that no change or claim for damages shall be made by if for any minor delays from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Any such delays shall be compensated for by an extension of time for such period as may be determined by the City, subject to the Consultant's approval. However, it being understood, that permitting the Consultant to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City or any of its rights herein.

15. **Standard in Practice**. The Consultant will strive to conduct services under the Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the professional currently practicing in the same locality under similar conditions as of the date of the Agreement.

16. **Waiver of Contract Breach**. The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any provisions hereof, shall be limited to the particular instances, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for that particular instance.

17. **Entire Understanding of Agreement**. The Agreement represents and incorporated the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenant or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. City and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extend they conflict with the terms of the Agreement.

18. **Non-Discrimination**. Pursuant to Indiana and Federal law, the Consultant and the Consultant's subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of the work under the Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

19. **Amendments**. The Agreement may only be amended, supplemented or modified by written documents executed in the same manner as the Agreement.

20. **Governing Law**. The Agreement and all of the terms and provisions shall be interpreted and construed according to the laws of the State of Indiana. Should any clause, paragraph, or other part of this Agreement be held or declared to be void or illegal, for any reason, by any court having competent jurisdiction, all other clause, paragraph or other part of the Agreement, shall remain in full force and effect.

21. **Public Record**. The Consultant acknowledges that the City will not treat the Agreement as containing confidential information and may post this Agreement on the Indiana Transparency Portal as required by IC § 5-14-3.8-3.5.

**Exhibit C**

**GRW Engineers, Inc.**
**Hourly Rate Schedule**
**January 1, 2020 thru December 31, 2020**

| CATEGORY | Rate | Unit |
|---|---|---|
| Principal | $205.00 | Hour |
| Expert Witness | $200.00 | Hour |
| Engineer VII | $190.00 | Hour |
| Engineer VI | $175.00 | Hour |
| Engineer V | $155.00 | Hour |
| Engineer IV | $140.00 | Hour |
| Engineer III | $130.00 | Hour |
| Engineer II | $110.00 | Hour |
| Engineer I | $90.00 | Hour |
| Architect V | $165.00 | Hour |
| Architect IV | $145.00 | Hour |
| Architect III | $110.00 | Hour |
| Architect II | $85.00 | Hour |
| Architect I | $75.00 | Hour |
| Senior Planner | $150.00 | Hour |
| Planner | $100.00 | Hour |
| Senior Designer | $125.00 | Hour |
| Designer/Technician V | $110.00 | Hour |
| Designer/Technician IV | $100.00 | Hour |
| Designer/Technician III | $90.00 | Hour |
| Designer/Technician II | $80.00 | Hour |
| Designer/Technician I | $65.00 | Hour |
| Designer/Technician Trainee | $55.00 | Hour |
| Construction Manager | $115.00 | Hour |
| Senior RPR | $95.00 | Hour |
| RPR – III | $85.00 | Hour |
| RPR – II | $75.00 | Hour |
| RPR – I | $65.00 | Hour |
| Survey Manager/Land Surveyor | $140.00 | Hour |
| Party Chief | $115.00 | Hour |
| Surveyor | $75.00 | Hour |
| Survey Assistant | $50.00 | Hour |
| 2-Man Survey Crew (w/equipment) | $175.00 | Hour |
| Administrative/Clerical | $60.00 | Hour |

Mileage charged at current IRS mileage reimbursement rate.
Out of pocket expenses charged at actual rate.
Photocopies charged at $ 0.10 each and Drawing copies at $1.00 each.
Subcontractors charged at 1.10 multiplier.

# GRW CONSULTANT FEE ESTIMATE

Manhour Projections

City of Lafayette

Teal Road WM - Relocations - Contract Amendment No. 1

| Work Items or Tasks | Principal | Engineer VI - PM | Land Surveyor | Engineer III | Engineer II | Engineer I | Designer IV GIS Tech | Tech II | RPR III | Tech | Clerical | Total Labor | Expenses & Subs | TASK ITEM TOTAL | % Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Task 1 - Ongoing coodination with INDOT and Am. Structurepoint** | | | | | | | | | | | | | | | |
| Meetings | | 16 | | | | | | | | | | | $75 | $2,875 | 4% |
| Potential Layouts | | 8 | | | | | | | | | | | | $1,400 | 2% |
| Cost Esimating | | 6 | | | | | | | | | | | | $1,050 | 1% |
| Review of field data | | 8 | | | | | | | | | | | | $1,400 | 2% |
| Correspondence | | 16 | | | | | | | | | | | | $2,800 | 4% |
| **Subtotal** | | | | | | | | | | | | | | **$9,525** | 13% |
| **Task 2 - Design and Permitting - North and South of Elston Road - 400-500 ft each plus lowering a Beck Ln and East of Bennett Dr.** | | | | | | | | | | | | | | | |
| Field Survey - Review of Files and Call in Locates | | 4 | | 4 | | | | | | | | | | $1,220 | 2% |
| Field Survey - 800 to 1,000 ft plus two areas for lowering (3 days) | | | | 24 | | | | 24 | | | | | $300 | $5,580 | 7% |
| Field Survey - Upload Data | | | | 4 | | | | | | | | | | $520 | 1% |
| Property Line/deed Research - verify INDOT data | | | 4 | | | | | | | | | | $100 | $660 | 1% |
| Plan Sheet Development - 4 sheets | | 16 | | | 16 | | 60 | | | | | | $75 | $10,635 | 14% |
| Specifications | | 4 | | | 8 | | | | | | 4 | | $50 | $1,870 | 2% |
| IDEM Permit | | 4 | | | 4 | | | | | | 4 | | | $1,380 | 2% |
| INDOT Coordination/Permit | | 4 | | | 4 | | | | | | | | | $1,140 | 2% |
| Erosion Control Permitting | | 4 | | | 4 | | | | | | | | | $1,140 | 2% |
| Utility Coordination | | 4 | | | 4 | | | | | | | | | $1,140 | 2% |
| Cost Estimates | | 4 | | | 4 | | | | | | | | | $1,140 | 2% |
| QA/QC | 4 | | | | | | | | | | | | | $820 | 1% |
| Meetings (2) | | 8 | | | 8 | | | | | | | | $100 | $2,380 | 3% |
| Project Management | | 4 | | | | | | | | | | | | $700 | 1% |
| **Subtotal** | | | | | | | | | | | | | | **$30,325** | |
| **Task 3 - Easement Description Preparation - Buying and Negiotiating by Owner** | | | | | | | | | | | | | | | |
| Legal Desciptions - 1 description - 5 hrs each | | 2 | 5 | | | | | | | | 4 | | $100 | $1,390 | 2% |
| **Subtotal** | | | | | | | | | | | | | | **$1,390** | 2% |
| **Task 4 - Bidding - Assumed 1 bidding of 1 contract** | | | | | | | | | | | | | | | |
| Advertisements Coordination | | 2 | | | | | | | | | 2 | | $500 | $970 | 1% |
| Answer Bidder Questions | | 4 | | | | | | | | | | | $100 | $800 | 1% |
| Pre-Bid Meeting | | 4 | | | | | | | | | | | | $700 | 1% |
| Addendum | | 4 | | | | | 2 | | | | 4 | | | $1,140 | 2% |
| Attend Bid Opening | | 3 | | | | | | | | | | | | $525 | 1% |
| Post Bid Review and Recommedations | | 6 | | | | | | | | | 4 | | $300 | $1,590 | 2% |
| Project Management | | 2 | | | | | | | | | | | | $350 | 0% |
| **Subtotal** | | | | | | | | | | | | | | **$6,075** | 8% |
| **Task 5 - Construction Administration** | | | | | | | | | | | | | | | |
| PreConstruction Paperwork | | 6 | | | | | | | | | 4 | | | $1,290 | 2% |
| PreConstruction Meeting | | 6 | | | | | | | | | | | | $1,050 | 1% |
| Monthly Progress Meetings - 2 month duration | | 12 | | | | | | | | | 4 | | $500 | $2,840 | 4% |
| Project Updates and Coordination - 2hr per week for 2 mo | | 16 | | | | | | | | | 4 | | | $3,040 | 4% |
| RFI's and Change Orders | | 8 | | | | | | | | | 4 | | | $1,640 | 2% |
| Review Pay Applications | | 8 | | | | | | | | | 4 | | | $1,640 | 2% |
| Record Drawings | | 4 | | | | | 16 | | | | | | | $2,300 | 3% |
| Project Management | 4 | 8 | | | | | | | | | | | | $2,220 | 3% |
| **Subtotal** | | | | | | | | | | | | | | **$16,020** | 21% |
| **Task 6 - Construction Observation** | | | | | | | | | | | | | | | |
| Part Time RPR - 6 wk @ 20 hr/wk | | | | | | | | | 120 | | | | $1,350 | $11,550 | 15% |
| **Subtotal** | | | | | | | | | | | | | | **$11,550** | |
| | | | | | | | | | | | | | | | 0% |
| SUBTOTAL | 8 | 205 | 9 | 32 | 52 | 0 | 78 | 24 | 120 | 0 | 42 | | $3,550 | 570 | Hours |
| HOURLY RATE | $205 | $175 | $140 | $130 | $110 | $90 | $100 | $90 | $85 | $65 | $60 | | --- | | |
| SUBTOTAL FEE PER DISCIPLINE | $1,640 | $35,875 | $1,260 | $4,160 | $5,720 | $0 | $7,800 | $2,160 | $10,200 | $0 | $2,520 | $71,335 | $3,550 | $74,885 | |
| **CONSULTANT FEE - Estimated Task** | **$74,885** | | | | | | | | | | | | | | |

July 16, 2020

Board of Public Works & Safety
City of Lafayette
20 North 6th Street
Lafayette, IN  47901

Dear Board Members,

You have before you the first Amendment to the Agreement between the Lafayette Housing Consortium and YWCA of Greater Lafayette for the 2019 Fresh Start Program. This program provides 12 months of rental assistance to income-eligible victims of domestic violence exiting the YWCA's shelter. Major components of this amendment include:

- extending the date for households to begin receiving assistance to September 1, 2020,
- extending the time for the submission of claims and disbursement of funds to September 30, 2021,
- extending the time for the project completion to September 30, 2021.

The 2019 program is serving 4 households, has 2 additional household approved and seeking units, and expects to serve 1 or 2 additional households, depending on funding availability.

This amendment has been reviewed by the Deputy City Attorney and I recommend it for your approval.

Respectfully,

Seth Wells
Project Manager
Lafayette Housing Authority
Grant Administrator

**AMENDMENT TO THE AGREEMENT**
**BETWEEN LAFAYETTE HOUSING CONSORTIUM**
**AND**
**YWCA OF GREATER LAFAYETTE**
**PROGRAM YEAR 2019 FRESH START PROGRAM**

THIS AMENDMENT, dated _____, 2020, is attached to and made a part of the Agreement dated December 10, 2019, between the Lafayette Housing Consortium (Consortium) and YWCA of Greater Lafayette (Grantee) for HOME funding CFDA #14.239;

WHEREAS, Exhibit A of the Agreement provides for each household to begin receiving assistance on or before May 1, 2020;

WHEREAS, the Agreement provides for the 2019 Fresh Start Program to be completed by May 31, 2021;

WHEREAS, the Grantee has requested the time for each household to begin receiving assistance to be extended through and including September 1, 2020;

WHEREAS, the Grantee has requested the time for completion of the 2019 Fresh Start Program be extended through and including September 30, 2021;

NOW THEREFORE, by Agreement of the parties, the Agreement dated December 10, 2019, by and between the Consortium and Grantee is hereby amended as follows:

1. The time for each household to begin receiving assistance, as provided in Exhibit A, is hereby extended through and including September 1, 2020.

2. The time for the submission of claims, as provided in **II Disbursement of Funds**, is hereby extended through and including September 30, 2021.

2. The time for disbursement of funds and project completion, as provided in **III Time of Performance,** is hereby extended through and including September 30, 2021.

3. All other terms and conditions of the Agreement dated December 10, 2019, shall remain in full force and effect.

IN WITNESS WHEREOF, Consortium and Grantee have executed this Amendment as of the date first above written.

YWCA OF GREATER LAFAYETTE

By: _____
Allison Beggs

Title: Executive Director

Date: _____

CITY OF LAFAYETTE, LEAD AGENCY
FOR LAFAYETTE HOUSING CONSORTIUM,
BY ITS BOARD OF PUBLIC WORKS AND SAFETY

Approved by the Board of Public Works and Safety on the _____ day of _____, 2020.

By: _____
Gary Henriott , President

By: _____
Norm Childress, Member

By: _____
Amy Moulton, Member

By: _____
Cindy Murray, Member

By: _____
Ronald Shriner, Member

ATTEST:

By: _____
Mindy Miller, Deputy Clerk

Date:_____

July 16, 2020

Board of Public Works & Safety
City of Lafayette
20 North 6th Street
Lafayette, IN  47901

RE: Agreement between the Lafayette Housing Consortium and YWCA of Greater Lafayette – Fresh Start Program Tenant Based Rental Assistance 2020-21

Dear Board Members,

The YWCA of Greater Lafayette is utilizing HOME funds to provide tenant based rental assistance for participants on their Fresh Start Program. The Fresh Start Program provides 12 months of rent assistance to low-income victims of domestic violence, and their children, after they have exited the YWCA's domestic violence shelter. During this time, a YWCA-DVIPP case manager works with the participant. Fresh Start participants will have the option to seamlessly transfer onto a Housing Choice Voucher after the 12 months. This is an ongoing program.

This agreement is for the Program Year 2020 award of $55,000 to serve 5 new participants.

This agreement has been reviewed by the Deputy City Attorney and is submitted for your approval.

Please feel free to call me at 771-1310 with any questions.

Thank you.

Regards,

Seth Wells
Project Manager
Lafayette Housing Authority
Grant Administrator

WCA OF GREATER LAFAYETTE
GRANTEE AGREEMENT
PROGRAM YEAR 2020
FRESH START PROGRAM

**This Agreement** is entered into effective this _____ day of _____ 2020, by and between Lafayette Housing Consortium ("Consortium"), a Participating Jurisdiction ("PJ") under the HOME Program, and YWCA of Greater Lafayette ("the Grantee"), an Indiana not-for-profit corporation.

**Whereas,** the Consortium, composed of the City of Lafayette (Lead Agency), which is its lead agency, the City of West Lafayette, the Town of Battle Ground, and the County of Tippecanoe, Indiana, has received a grant allocation under Title II of the National Affordable Housing Act of 1990 from the United States Department of Housing and Urban Development ("HUD"), administered by HUD according to law and regulations found at 24 CFR Part 92, CFDA #14.239; and

**Whereas,** pursuant to the terms of the grant, the Consortium is required to undertake certain activities to provide and expand the supply of decent, safe, sanitary and affordable housing in its jurisdiction; and

**Whereas,** pursuant to a certain Agreement for Grant Administration dated September 19, 2017, by and between the City of Lafayette and Lafayette Housing Authority ("LHA"), LHA will serve as grant administrator for the Program; and

**Whereas,** the Grantee desires to participate in the Program by providing tenant-based rental assistance for up to five (5) families that apply to participate in the domestic violence shelter's Fresh Start Program ("Fresh Start"); and

**Whereas,** the Grantee has submitted a 2020 Agency Request for Funds Form requesting a grant up to Fifty-Five Thousand Dollars ($55,000.00) to conduct a HOME-funded tenant-based rental assistance program; and

**Whereas**, the Grantee has signed a Memorandum of Agreement with LHA which states that the Fresh Start rental assistance funds will be administered by LHA; and

**Whereas,** on March 11, 2020, the Consortium approved funding in the amount of Fifty-Five Thousand Dollars ($55,000.00) for the Grantee's Fresh Start Program.

**NOW, THEREFORE,** the Consortium and the Grantee do mutually agree as follows:

## I. USE OF FUNDS

A. Purpose

The Consortium agrees to fund up to Fifty-Five Thousand Dollars ($55,000.00) to the Grantee to provide tenant-based rental assistance for up to five (5) families participating in Fresh Start, as

described in the Grantee's 2020 Agency Request for Funds Form which is-incorporated into this Agreement by reference. The Grantee hereby represents and warrants that all information contained in the 2020 Agency Request for Funds Form is true and correct and that it contains no misrepresentations, falsifications, intentional omissions, or concealment of material facts and that all information contained, and assurances and certifications made in the 2020 Agency Request for Funds Form are incorporated into this Agreement as if fully set forth within the terms of this Agreement.

A description of the tasks to be performed under this Agreement, a schedule for completing the tasks and an estimated budget as described in the Grantee's 2020 Agency Request for Funds Form is attached as Exhibit A.

B. Local Match

The Consortium agrees to provide no less than Six-Thousand Eight-Hundred Seventy-Five Dollars ($6875.00), or 12.5% of the HOME funds, from banked match as a local, non-federal contribution to the Project, which may be considered by the Consortium as meeting local match obligations in the Program.

## II. DISBURSEMENT OF FUNDS

A. Payment

The Consortium agrees, upon submission of properly documented claims by LHA, as authorized by the Memorandum of Agreement, to disburse Program funds for program delivery and for rental assistance payments made directly to landlords on behalf of Grantee up to the maximum amount of the grant. Program funds shall be requested only when such funds are actually needed for the payment of eligible tenant based rental assistance and program delivery costs. All claims shall be submitted by LHA on or before May 31, 2022 on properly executed claim forms along with documentation requirements listed in Exhibit B. The disbursement of funds under the Program shall be contingent upon the receipt of funds by the Consortium from HUD.

## III. TIME OF PERFORMANCE

All funds provided under this contract must be disbursed on or before June 30, 2022. The terms of this Agreement shall be in effect until the end of the period of assistance for all recipients or the date when the Grantee has drawn the final HOME payment for this project, whichever is later.

Although it is possible to amend the agreement as needed, under no circumstance can the project completion deadline extend beyond four (4) years. A project that is not completed within four (4) years is considered terminated and any HOME funds expended must be repaid to the Consortium.

## IV. PROGRAM INCOME

It is not anticipated that this project will generate any program income. However, in the event that the project does generate program income, all program income generated by this project will be retained and utilized by the Grantee for use in other HOME eligible activities, but only after the written approval for such use.

## V. PROJECT REQUIREMENTS

A. Applicability

The requirements of this section apply to all units, which are referred to as HOME-assisted units. Repayment to the Consortium of any HOME funds will be required if the HOME-assisted units do not meet the project requirements for any time during the affordability period.

B. Affordability

LHA will insure affordability by monitoring the lease for the HOME-assisted units. The affordability period will be equal to the lease period. The level of assistance provided will be determined based on the same payment requirements used in LHA's Housing Choice Voucher Program. Assisted households will pay 30% of their adjusted gross income for rent and utility allowances. A copy of the policy that determines the amount to be paid by individual tenants for rent and utilities will be retained at LHA.

The payment standard for the level of rent paid will be equal to the Housing Choice Voucher Program's Voucher Payment Standard, not to exceed HOME Rents, as determined by HUD. Exception rents equal to 110% of the Fair Market Rents may be approved for up to 20% of the units leased under this program. All rent increases for any units under this program must be approved by LHA.

The standards for determining the number of bedrooms that a household is eligible to lease will be the same standards as currently used by LHA for the Housing Choice Voucher Program. A written copy of these standards shall be retained at LHA.

C. Property Standards

All units leased through this program must meet Housing Quality Standards (HQS) and all applicable local housing and building codes and zoning ordinances. The Grantee must inspect all units to determine if they meet HQS and maintain inspection records. The HQS inspection shall include a lead based paint visual assessment.

All recipients residing in units constructed before 1978 must receive a disclosure notice and a pamphlet describing lead based paint hazards. The landlord or property manager should prepare the disclosure notice. The tenant must sign a copy before they move into the unit. The Grantee must maintain a signed copy of this notice in the tenant's file.

If there is a child under age 6 residing in the unit, with an environmental intervention blood level as defined in 24 CFR Part 35.1225, all lead based paint requirements outlined in 24 CFR Part 35 M must be followed. The file should contain these documents: Disclosure Notice, Risk

Assessment Report, the Clearance Examination Report and the Lead Hazard Reduction Notice (if applicable).

The units leased under this program will be located in Lafayette, West Lafayette or within the five mile radius surrounding the cities. The units cannot be located within the municipal limits of the towns of Dayton, Shadeland or Clarks Hill. Units must not be located in the 100 year floodplain as shown on FEMA maps.

D. Assignment and Transfer.
The Grantee shall not assign or transfer any interest in this Agreement to any entity without prior written consent from the Consortium.

E. Relocation and Acquisition.
The Grantee agrees to comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601) and 49 CFR 24.

F. Labor Standards
When applicable for construction or rehabilitation of affordable housing with twelve (12) or more units assisted by HOME funds, the Grantee agrees to comply with the labor standards provision of 24 CFR 92.354 and related local requirements which may be issued from time to time. The Grantee shall include in applicable construction contract the provisions of federal law imposing labor standards on federally assisted construction.

G. Single Activity Status
This project will be set up in the federal information database system as a single activity. The Grantee understands and agrees that the project~~s~~ will remain open and not be considered closed until the following HUD requirements are met:

1. Funds are drawn from the treasury account (through the Claim process),
2. complete documentation is received by the Consortium, and
3. complete activity documentation is entered into the federal information database system and the activity status is changed from Underway to Closed in the database system.

H. Participant Selection Requirements – Fresh Start Program
Program participants will be selected based on criteria outlined in the Grantee's Fresh Start Program Manual which must be approved by LHA. The household income of program participants shall not exceed 50% of the Area Median Income as determined by HUD for the HOME Program. Income will be determined using the standards in 43 CFR5.609. Income source documentation must be less than six months old at the time of income certification. Income must be recertified annually.

I. Lease Standards
The lease must have a term of at least one year. The lease must meet all the requirements listed in 24 CFR 92.253 (a), (b) and (c). Tenants can only be evicted for cause. The Grantee must establish standards regarding when a landlord may elect to terminate or refuse to renew a lease of a household in this program.

## VI. ADMINISTRATIVE REQUIREMENTS

A. Uniform Administrative Requirements.
The Grantee shall comply with all applicable federal administrative requirements, 2 CFR Chapter I, Chapter II, Part 200, et. al. "Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards" (Omni-Circular or Uniform Administrative Requirements) effective as of December 26, 2014.

Code of Federal Regulations (CFR) is available online at http://www.ecfr.gov/. This document is also available by request from LHA.

B. Documentation and Record-Keeping
The Grantee shall ensure that sufficient records are maintained to enable the Consortium to determine whether the terms of this Agreement and the requirements of 24 CFR 92.508 (a) have been met. Such records shall include but not be limited to information such as name, address, income determination, family size, race, age, leasing arrangements, proof of payment to the landlord and housing inspections.

C. Retention of Records
Records shall be maintained in accordance with the requirements prescribed by HUD with respect to all matters covered by this Agreement. The Grantee shall ensure that all records pertinent to this Agreement are retained as specified in 24 CFR 92.508(c). Records must be retained for five years after the period of rental assistance terminates.

D. Reporting
At such times and in such forms as HUD may require, there shall be furnished to HUD such statements, records, data and information as HUD may request pertaining to matters covered by this Agreement.

Grantee shall prepare quarterly progress reports according to the following schedule:

| Activities conducted during: | Report due: |
|---|---|
| July 1 – September 30 | October 10 |
| October 1 – December 31 | January 10 |
| January 1 – March 30 | April 10 |
| April 1 – June 30 | July 10 |

E. Non-expendable Property
1. Inventory. The Grantee shall keep inventory records, acceptable to the Consortium on all non-expendable property purchased under this Agreement. The Grantee shall submit an inventory of all items at the end of the Program year and resubmit it each Program Year with revisions as necessary.
2. Insurance and Maintenance for all Non-expendable Property Purchased Under This Agreement. The Grantee shall maintain sufficient insurance to cover the cost of replacement due to loss by fire, theft, or accidental damage. The Grantee shall also be responsible for the maintenance and upkeep of all such property.

F. Performance Monitoring

LHA will monitor the performance of the Grantee under this Agreement as required by 24 CFR 92.504 (d).

G. Audits and Inspections

All project records with respect to any matters covered by this Agreement shall be made available to the Consortium, its designees, or the Federal government, at any time during normal business hours, as often as the Consortium or LHA deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in the audit reports must be fully cleared by the Grantee within 30 days after receipt. Failure to comply with the above audit requirements will constitute a violation of this Agreement.

The Grantee hereby agrees to have an annual agency audit or review, whichever is applicable, conducted in accordance with current OMB policies and to retain a copy. In addition to any applicable requirements of current OMB policies, the Grantee shall separately classify and designate information regarding Consortium HOME funds to include the CFDA title, number and award year.

1. Non-profit organizations that spend $750,000 or more annually in federal awards shall have a single or program-specific audit conducted for that year in accordance with 2 CFR Chapter I, Chapter II, Part 200, et. al.. Program-specific audits are only allowed if the Grantee expends federal awards under only one federal program. For purposes of determining the amount of federal assistance expended, all federal assistance shall be considered, including that which is received directly from a federal agency, or passed through a state or local government, or through non-profit organizations, or any combination thereof.
2. Non-profit organizations that expend less than $750,000 annually in federal awards shall be exempt from an audit conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, et. al., although their records must be available for review (e.g., inspections, evaluations). These agencies are required by the City to submit "Reduced Scope" audits (e.g., financial audit, performance audits). They may choose to have a program audit conducted for each federal award in accordance with federal laws and regulation governing the program in which they participate.
3. When the requirements of 2 CFR Chapter I, Chapter II, Part 200, et. al. apply, or when the Grantee elects to comply with 2 CFR Chapter I, Chapter II, Part 200, et. al., an audit shall be conducted for each fiscal year for which the federal awards attributable to this contract have been received by the Grantee. A copy of the audit report must be completed within 9 months after the end of the fiscal year and the audit must be received by the LHA no later than 30 days of receipt of the auditor's report(s).
4. Each audit shall cover a time period of not more than twelve months and an audit shall be submitted covering each assisted period until all the assistance received from this contract has been reported.
5. If the Grantee is found in non-compliance with these audit requirements, the Grantee may be required to refund financial assistance received from the Consortium.

## VII. OTHER FEDERAL OR STATE REQUIREMENTS

A. Applicability

The requirements of this section apply to all units assisted with HOME funds.

B. Religious Criteria

The Grantee hereby certifies in accordance with 24 CFR 92.257, there will be no religious or membership criteria for applicants or tenants of this Project. It further agrees that funds provided under this Agreement shall not be provided to religious organizations for any activity, including secular activities or utilized for any religious activity to promote religious interests, or for the benefit of any religious organization. The Grantee understands and certifies that HOME funds and activities must be separate (in terms of time and location) from explicitly religious activities.

C. Drug Free Workplace

The Grantee shall comply with the provisions of Title 41 Chapter 10, U.S.C., Drug-free Workplace.

D. Equal Opportunity and Fair Housing

The Grantee shall not exclude from participation in the Program, or deny benefits to any person on the grounds of race, color, national origin, religion, Vietnam-era or disabled veteran status, handicap, familial status, sex, sexual orientation, gender identity or status with regard to public assistance under the Program. In addition, the Grantee will comply with the following:

1. The requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR 100; Executive Order 11063, as amended by Executive Order 12259 and implementing regulations issued at 24 CFR, Part 1, all of which require equal opportunity in housing and related facilities provided by Federal financial assistance;
2. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR 146, Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086;
3. The prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR8, which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program;
4. The requirements of Executive Order 11246 (2 CFR 1964-55, Equal Employment Opportunity), and the implementing regulations issued at 41 CFR chapter 60;
5. The Fair Housing Amendments Act of 1988, which prohibits discrimination in the sale or rental of housing on the basis of a handicap or because there are children in a family;
6. The requirements of Title IV of the Civil Rights Act of 1964 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended;
7. The requirements of the Americans with Disabilities Act of 1990; and
8. The requirements of non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279.
9. The requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701U), which requires that:
    a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered

by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
c. The contractor agrees to include this Sections 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge the subcontractor has been found in violation of regulations in 24 CFR Part 135.
d. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

10. The requirements of Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity, as shown in 24 CFR Parts 5, 200, 203, 236, 400, 570, 574, 882, 891, and 982.

E. Affirmative Marketing Program

The Grantee agrees to comply with the requirements of 24 CFR 92.351 regarding following an affirmative marketing program for HOME assisted housing as described in Exhibit C.

F. Minority Business Outreach

The Grantee agrees to comply with the requirements of Executive Orders 11625, 12432 and 12138 concerning Minority and Women's Business Enterprise, which encourages the participation of minority and women owned business in the benefits of the Program by:

1. Contacting minority businesses which offer services needed by the organization in carrying out the Program with copies of any advertisements outlining information on where, when, and how to submit bids or proposals for such work; and
2. Keeping records on contracts made to minority and women businesses and any correspondence received from such businesses for any contracts let through the Program.

HOME projects that are publicized in the local electronic and print media will include specific mention of the desire of the Consortium and its HOME recipients to work with women and minority business owners.

The Grantee may obtain a list of state certified minority and woman-owned businesses by contacting or visiting the website of the Minority and Women's Business Enterprises Division of the State of Indiana Department of Administration. The Grantee is also encouraged to contact other appropriate groups for assistance in identifying new businesses that are women or minority enterprises.

G. Environmental

The Grantee agrees to comply with the provisions of the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321 et. Seq.) as it is applied at 24 CFR 58, including any requirements which may be imposed by LHA as a result of its responsibility for environmental review, decision making and action under NEPA.

H. Prohibition of and Elimination of Lead-Based Paint Hazards

Notwithstanding any other provision adopted by applicable governmental units, the Grantee agrees to comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et. Seq.) and its regulations set forth in 24 CFR 35 concerning, but not limited to, lead hazard evaluation, lead hazard reduction, safe work practices, testing, prohibition and abatement of lead-based paint in HUD associated housing. Every contract or subcontract, including painting, pursuant to which such federally assisted construction or rehabilitation is performed, shall include appropriate provisions prohibiting the use of lead-based paint and use of safe work practices. Applicable properties assisted under this Agreement that will undergo or have undergone some renovation conducted by the Grantee or contractors hired by the Grantee shall pass a clearance examination by a qualified contractor and safe work practices shall be used by all contractors disturbing paint surfaces, regardless of funding sources for the renovation.

I. Conflict of Interest

No officer, employee, consultant, elected or appointed official of the Consortium, or its designees or agents, member of the governing body of the Consortium or the Grantee (and no one with whom they have family or business ties) who exercises any functions or responsibilities with respect to the Program during his or her tenure or for one year thereafter, shall have any personal or financial benefit, direct or indirect, in any contract or subcontract, or proceeds thereof, for work to be performed in connection with the Program assisted under this Agreement. Exceptions to these provisions may be granted on a case-by-case basis as described at 24 CFR 92.356(d) and (e). The Grantee agrees that it will incorporate into every written contract the following provisions:

> INTEREST OF CONTRACTOR AND EMPLOYEES: The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the HOME Program, and no one with whom they have family of business ties, has any financial benefit, direct or indirect, in this Contract.

J. Debarment and Suspension

The Grantee certifies that neither it, its principals, nor its contractors and subcontractors and their respective principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by the Consortium or any Federal agency.

K. Hatch Act

The Grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be, in any way or to any extent, engaged in the conduct of political activities in violation of Chapter 15 of Title V U.S.C.

L Lobbying Certification

The Grantee certifies that:

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

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

3. The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all grantees shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction which is imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

M. Compliance with IC 22-5-1.7 – E-Verify Program

The Grantee must enroll in and verify the work eligibility status of all newly hired employees of the Grantee through the E-Verify program operated by the United States Department of Homeland Security. If the E-Verify program ceases to exist, the Grantee will not be required to verify the work eligibility status of newly hired employees through the E-Verify program. The Grantee shall execute an affidavit affirming that the Grantee has enrolled in and is participating in the E-Verify program and affirming that the Grantee does not knowingly employ an unauthorized alien.

N. Prohibition of Contracting with Businesses that Invest in Iran

For the duration of the Term of this Agreement, Grantee hereby certifies under penalties of perjury that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.

O. Federal Funding Accountability and Transparency Act of 2006 (FFATA)

FFATA reporting requirements will apply to any HOME Agreement in the amount of $30,000 or greater. The Grantee must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Grantee, the unique identifier of the

Grantee's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).

a. Data Universal Numbering System (DUNS) number
Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Grantee shall provide a valid Dun & Bradstreet (D&B) Data Universal Numbering System (DUNS) number that identifies the Grantee. A DUNS number may be requested online at http://fedgov.dnb.com/webform.

b. System for Award Management (SAM)
The Grantee shall register in the System for Award Management (SAM), which is the primary registrant database for the US Federal Government, and shall enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register or update information in the SAM can be obtained at www.sam.gov.

c. Executive Compensation
The Grantee shall report the names and total compensation of the five (5) most highly compensated officers of the Grantee in SAM if the Grantee in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal financial assistance (as defined at 2 CFR 170.320) and $25,000,000 or more in annual gross revenues from Federal contracts and federal financial assistance (as defined at 2 CFR 170.320); and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. The Grantee may certify that it received less than eighty percent (80%) of annual gross revenues from the federal government, received less than $25,000,000 of its annual gross revenues from the federal government, already provides executive compensation to the Securities Exchange Commission, or meets the Internal Revenue Code exemption, and will not be required to submit executive compensation data into the SAM under FFATA, provided, that the Grantee shall still register and submit the other data requested.

## VIII. GENERAL CONDITIONS

A. General Compliance

The Grantee agrees to ensure compliance with all applicable federal, state, and local laws and regulations governing the funds provided under this Agreement including the requirements of the HOME program at 24 CFR 92 and pursuant regulations and policies. The Grantee has reviewed, or has had a reasonable opportunity to review, and agrees to abide by all applicable Federal rules and regulations, as amended from time to time, including but not limited to those federal rules and regulations referred to in this Agreement. Unearned payments under this Agreement may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by HUD at any time or if the grant to the Consortium under the Act is suspended or terminated. References in this Agreement to particular federal or state laws, rules, regulations, and others shall include any applicable amendments thereto and replacements thereof.

B. Remedial Action

The Consortium reserves the right to require repayment of part or all HOME funds under this Agreement if required by HUD in the exercise of corrective actions regarding the use of the funds by the Grantee, as authorized under the regulations governing the HOME program, or by the Consortium for non-compliance with the terms of this Agreement.

C. Claims Against Consortium & LHA

The Grantee agrees to defend, indemnify and save harmless the Consortium from any and all claims of any nature whatsoever which may arise from the Grantee's performance of this Agreement; provided, however, that nothing contained in this Agreement shall be construed as rendering the Grantee liable for acts of the Consortium, its officers, agents or employees.

D. Terms of Default

If Grantee materially fails to comply with any term of this Agreement, violates any applicable Federal Statute or Regulation, or violates any assurance or certification made, including, but not limited to:

1. Failure to comply with any of the rules, regulations or provisions referred to herein , or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Grantee to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission of reports that are incorrect or incomplete in any material respect

said action(s) shall be considered default by the Grantee. Upon default by the Grantee, the Consortium shall give the Grantee 10 days written notice to cure any default. A default under this Agreement, in the discretion of the Consortium, may be considered a default of any other Agreement between the Grantee and Consortium for any HOME Funds program. The failure to cure any default within 10 days may result in the Consortium taking enforcement action as described in Section VIII Paragraph E.

E. Enforcement

Upon the failure of the Grantee to cure any default, the Consortium may take one or more of the following actions:

1. Temporarily withhold cash payments, under this Agreement and/or any other Agreement between Consortium and Grantee concerning HOME Funds programs, pending correction of the deficiency by the Grantee;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the Grantee's program and/or any award for any other HOME Fund program funded to Grantee by the Consortium;
4. Withhold further awards for the program and/or awards for any other HOME Fund program funded to the Grantee by the Consortium;
5. Take other remedies that may be legally available or provided for in 24 CFR 85.43, including repayment of all funds provided to Grantee by the Consortium in the event the Consortium is required to repay said funds to HUD.

In addition to the enforcement actions listed above, the Consortium shall be entitled to collection of its costs and expenses, including reasonable attorney fees, incurred by the Consortium in enforcing this Agreement.

F. Suspension or Termination

Upon suspension or termination under Section VIII Paragraph E, costs of the Grantee incurred during suspension or after termination of an award are not allowable unless the Consortium expressly authorizes them in the notice of suspension or termination. Certain costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the conditions set forth in 24 CFR 85.43(c) are met.

G. Termination for Convenience

This Agreement may be terminated for convenience under the conditions and upon the terms set forth in 24 CFR 85.44.

H. Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that this Agreement may not be assigned by either party without the express written consent of the other party.

I. Entire Agreement and Invalidation

The provisions of this agreement shall constitute a complete expression of the parties hereto. Invalidation of any one of these covenants and conditions by judgment or decree in court shall not affect any other of the provisions hereof, which shall remain in full force and effect.

J. Amendment

This Agreement may be amended at any time by mutual agreement of all parties.

K. Conditional Approval

This Agreement is conditional upon the release and receipt of HUD funding.

L. Authority to Execute

The Grantee certifies that its governing body has duly adopted as an official resolution, motion or similar action authorizing the execution of this Agreement, including all understandings and assurances contained herein; and directing and authorizing the person identified as the official representative of the Grantee to execute this Agreement.

M. Publicity and Promotion

The Consortium and Grantee mutually agree that either party is permitted to publicize and promote the activities funded under this Agreement. The Consortium and/or Grantee may host a public relations event upon completion of the activity to increase community awareness of the program and the activity.

N. Subcontracting

Performance of any activities required by this Agreement shall not be subcontracted, assigned, or delegated without the prior written consent of the Consortium.

O. Notices

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), personal delivery or sent by electronic mail (email). Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following contract representatives:

Grantee: Allison Beggs, Executive Director
YWCA of Greater Lafayette
605 North 6th Street, Lafayette, IN 47901
abeggs@ywcalafayette.org

City: City of Lafayette; ATTN: City Attorney
20 N 6th Street, Lafayette, IN 47901

LHA: Michelle Reynolds, Executive Director
Lafayette Housing Authority
City of Lafayette Federal Grant Administrator
2601 Greenbush St, Lafayette, IN 47904
mreynolds@lha.lafayette.in.gov

P. Waiver

The Consortium's failure to act with respect to a breach by the Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the Consortium to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

IN WITNESS WHEREOF, the City and the Grantee have executed this Agreement effective as of the date first above written.

YWCA OF GREATER LAFAYETTE

By: _____

Title: _____

Date: _____

**CITY OF LAFAYETTE, LEAD AGENCY**
**FOR LAFAYETTE HOUSING CONSORTIUM,**
**BY ITS BOARD OF PUBLIC WORKS AND SAFETY**

Approved by the Board of Public Works and Safety on the _____ day of _____, 2020.

By: _____
Gary Henriott, President

By: _____
Norm Childress, Member

By: _____
Cindy Murray, Member

By: _____
Amy Moulton, Member

By: _____
Ronald Shriner, Member

ATTEST:

By: _____
Mindy Miller, Deputy Clerk

Date:_____

EXHIBIT A
DESCRIPTION OF TASKS, SCHEDULE, BUDGET

**FRESH START PROGRAM**

**Description of task to be performed:**

The YWCA of Greater Lafayette's Domestic Violence Intervention and Prevention Program (DVIPP), in partnership with the Lafayette Housing Authority (LHA), will administer the Fresh Start Program. Fresh Start provides rental assistance (up to 12 months) and supportive services to victims of domestic violence, and their children that are at risk of homelessness as a result of leaving an abusive relationship. At the end of the 12 month period, participants will have the opportunity to seamlessly transfer onto the Housing Choice Voucher Program administered by LHA as long as the participant is in good standing with the Fresh Start Program, has applied for a Housing Choice Voucher prior to the end of the 12 month program period, and continues to meet the Housing Choice Voucher Program requirements.

Tasks will be divided amongst YWCA-DVIPP and LHA staff as outlined in a Memorandum of Agreement. The YWCA is responsible for administering the program and providing case management to participants. LHA is responsible for administering rental assistance to participants.

**Schedule for completing the tasks:**

Each household will receive up to twelve months of rental assistance.
All households will begin receiving rental assistance on or before May 31, 2021. All claims shall be submitted on or before May 31, 2022 and all funds disbursed on or before June 30, 2022.

**Budget:**

| | |
|---|---|
| Direct Rental Assistance | $50,000 |
| Program Delivery Costs | $ 5,000 |
| Total | $55,000 |

EXHIBIT B
CLAIM DOCUMENTATION REQUIREMENTS

LHA shall submit an invoice for payment on a monthly basis. The invoice shall include:

Each monthly payment under contract
Program delivery costs
Total amount requested

Documentation of program delivery costs to be reimbursed shall be provided with each invoice.

LHA shall provide a HOME TBRA Set Up report – running list, updated for each new client.

LHA shall retain following documentation in electronic record system available for review as needed:

Additional information for each new client:

- Copy of HOME Rental Assistance Contract
- Copy of Lease with Landlord
- Copy of HQS & Lead Visual Inspection Report
- Copy of the Signed Lead Paint Disclosure Notice
- Income Calculation
- Documentation for any changes to a client's monthly rent

**EXHIBIT C**
**AFFIRMATIVE MARKETING POLICY**

## Policy Statement

The City of Lafayette has adopted an affirmative marketing goal for CDBG / HOME-assisted residential units to assure that individuals who might not normally apply to own or rent such properties because of their race, color, ethnicity, religion, age, sex, handicap, or familial status, know of the opportunities and feel welcome to apply for ownership or rental opportunities.

## Procedures

### 1. Inform the Public, Potential Owners and/or Renters about Federal Fair Housing Laws and Affirmative Marketing Policies.

The City will require owners, developers, and sponsors of properties that contain CDBG / HOME-assisted housing units (hereinafter referred to as "Grantee") to implement the affirmative marketing goal of the City of Lafayette to assure that individuals who normally might not apply for CDBG / HOME-assisted units because of their race, color, ethnicity, religion, sex, handicap, or familial status: a) know of the availability of such units, b) feel welcome to apply, and c) have the opportunity to own and/or rent the units.

Agencies and Grantees using CDBG / HOME funds for housing acquisition, rehabilitation, or down payment assistance will inform the public and potential owners and/or renters of CDBG / HOME-assisted units by the use of the Equal Housing Opportunity logo or slogan in press releases, solicitations and written communications to all groups, and by posting the Equal Housing Opportunity logo in each project building or rental office.

### 2. Inform Public, Potential Owners and/or Renters about Available Units.

Legally binding agreements will require the Grantee to market CDBG / HOME-assisted units in an affirmative manner in order to attract renters or owners who might not normally apply to own or rent such properties, regardless of their race, color, ethnicity, religion, sex, handicap, or familial status.

While soliciting owners or renters, the Grantee shall conduct outreach efforts to reach persons least likely to apply for the housing. The solicitations and advertising shall include the Equal Housing Opportunity logo, slogan, or statement. The Fair Housing poster shall be displayed where visible to applicants. Locations or contacts for outreach include, but are not limited to:

A. Social service agencies
B. Neighborhood groups and associations
C. Local media
D. Community contacts (groups/organizations located within the housing market area)
E. Newsletters for senior citizens, disability or other special needs groups
F. Community centers
G. Places of worship

## Marketing Plan Submission

For all housing projects with five (5) or more HOME-assisted units, Grantee must submit a Marketing Plan in writing to the Lafayette Housing Authority for approval within sixty (60) days of the date of the executed contract and before the first draw is released. The Marketing Plan must include the following:

1. Methods for informing the public, owners and potential tenants about fair housing laws.
2. Description of what Grantee will do to affirmatively market housing assisted with HOME funds.
3. Identification of groups in the housing market area who are least likely to apply for the housing because of its location or other factors without special outreach.
4. Description of what Grantee will do to inform persons not likely to apply for housing without special outreach.

## Record Keeping

To document implementation of the Affirmative Marketing Program activities, Grantees will meet the record-keeping requirements of 24 CFR 92.508(a)5(i) and (ii) and 92.351 concerning racial, ethnic, and gender characteristics, and maintain the following records:

1. Complete demographic characteristics of all applicants.
2. Grantee's written acknowledgement of fair housing notice and laws.
3. Record of contact with applicants.
4. Copies of notices to social service agencies, neighborhood and other groups specified above.
5. Copies of press releases, media coverage, mailings and other pertinent information.

## Assessment and Corrective Action

The City will assess the affirmative marketing efforts for effectiveness using the following steps. If corrective action is necessary, the City will work closely with the Grantee until the issues are resolved.

1. To determine if good faith efforts have been made, the City will periodically compare the information contained in the records with actions taken to implement the affirmative marketing efforts.
2. To determine results, the City will examine whether persons from all racial and ethnic groups in the community either were aware of or applied for units that were affirmatively marketed.
3. The City may periodically perform ownership and/or tenant surveys to determine the source of referrals.
4. If it is determined that the Grantee has not affirmatively marketed the program, corrective actions may be required. These may include an initial conference to discuss required changes, possible disqualification from future participation in CDBG / HOME programs and/or legal action.

July 16, 2020

Board of Public Works & Safety
City of Lafayette
20 North 6th Street
Lafayette, IN  47901

Dear Board Members,

You have before you the first Amendment to the Agreement between the City of Lafayette and Tippecanoe County Council on Aging, Inc for their Senior Home Assistance Repair Program (SHARP). This program offers home repair services for homeowners age 62 and above and persons with disabilities who meet CDBG income guidelines. This amendment extends the completion date to utilize 2019 funding for the program to December 31, 2020.

At this time, there are several projects awaiting completion and additional applications are continuing to be processed. These projects are expected to use the balance of funding by the December 31, 2020 deadline.

This amendment has been reviewed by the Deputy City Attorney and I recommend it for your approval.

Respectfully,

Seth Wells
Project Manager
Lafayette Housing Authority
Grant Administrator

**AMENDMENT TO THE**
**CDBG AGREEMENT BETWEEN THE CITY OF LAFAYETTE AND**
**TIPPECANOE COUNTY COUNCIL ON AGING, INC.**
**DBA TIPPECANOE SENIOR CENTER FOR THE**
**SENIOR HOME REPAIR PROGRAM**
**PROGRAM YEAR 2019**

THIS AMENDMENT, dated _____, 2020, is attached to and made a part of the agreement dated October 15, 2019, between the City of Lafayette and Tippecanoe County Council on Aging, Inc. dba Tippecanoe Senior Center (Grantee), an Indiana not-for-profit corporation;

WHEREAS, the Agreement provided for continual funding of home repair services for homeowners age 62 and above and persons with disabilities who meet CDBG income guidelines to be completed by July 15, 2020; and;

WHEREAS, the Grantee has requested the deadline to utilize 2019 funding for the program be extended through and including December 31, 2020; and;

WHEREAS, the Lafayette Housing Authority has recommended approval of the request to extend the deadline to utilize 2019 funding for the program through and including December 31, 2020.

NOW THEREFORE, by Agreement of the parties, the Agreement dated October 15, 2019 by and between the City of Lafayette and Grantee is hereby amended as follows:

1. The time for performance and the deadline for submitting claims for payment for Program funds as provided in **II Disbursement of Funds** and **III Time of Performance,** are hereby extended through and including December 31, 2020.

2. All other terms and conditions of the Agreement dated October 15, 2019 shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Lafayette and Grantee have executed this Amendment as of the date first above written.

**TIPPECANOE COUNTY COUNCIL ON AGING, INC.**

By:_____

Title:_____

Date:_____

CITY OF LAFAYETTE
BY ITS BOARD OF PUBLIC WORKS AND SAFETY

Approved by the Board of Public Works and Safety on the _____ day of _____, 2020.

By: _____
Gary Henriott, President

By: _____
Norm Childress, Member

By: _____
Amy Moulton, Member

By: _____
Cindy Murray, Member

By: _____
Ronald Shriner, Member

ATTEST:

By: _____

Date:_____

July 16, 2020

Board of Public Works & Safety
City of Lafayette
20 North 6th Street
Lafayette, IN 47901

RE: Recommendation for Award of CDBG Agreement with Tippecanoe Senior Center for the Senior Home Repair Program

Dear Board Members,

The Common Council of the City of Lafayette in Resolution 2020-11, adopted May 4th, did approve a 2020 Action Plan for the Community Development Block Grant Program (CDBG). Tippecanoe County Council on Aging, Inc. dba Tippecanoe Senior Center was allocated CDBG funds for their Senior Home Repair Program (aka SHARP). This program provides home repair assistance to income qualified adults who are 62+ and/or disabled in the City of Lafayette.

The PY 2020 grant amount is $25,000.

Jacque Chosnek has reviewed and approved this agreement.

Please feel free to contact me at (765) 771-1310, or swells@lha.lafayette.in.gov, with any questions. Thank you very much.

Respectfully,

Seth Wells
Project Manager
Lafayette Housing Authority
Grant Administrator

**CDBG AGREEMENT BETWEEN THE CITY OF LAFAYETTE AND TIPPECANOE COUNTY COUNCIL ON AGING, INC. DBA TIPPECANOE SENIOR CENTER FOR THE SENIOR HOME REPAIR PROGRAM PROGRAM YEAR 2020**

**This Agreement** is entered into effective this _____ day of _____ 2020, by and between the City of Lafayette, Indiana ("the City"), an Entitlement City under the Community Development Block Grant Program, and Tippecanoe County Council on Aging, Inc. dba Tippecanoe Senior Center ("the Grantee"), an Indiana not-for-profit-corporation.

**Whereas,** the City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; under HUD Catalog of Federal Domestic Assistance (CFDA) #14.218 Community Development Block Grants/Entitlements; and

**Whereas,** the City of Lafayette has prepared a one-year action plan that identifies community needs and strategies; and

**Whereas,** the Common Council of the City of Lafayette in Resolution 2020-11, adopted on May 4, 2020, did approve a 2020 City of Lafayette CDBG program; and

**Whereas,** the Grantee is an organization qualified to receive CDBG funding; and

**Whereas,** the Grantee desires to participate in the program by assisting eligible homeowners with home repairs in Lafayette, Indiana; and

**Whereas,** the Grantee has submitted a 2020 Agency Request for Funds Form requesting a Grant in the amount of $50,000 for home repair services for homeowners age 62 and above and persons with disabilities who meet CDBG income guidelines; and

**Whereas,** the City has approved a grant up to $25,000 to allow the Grantee to undertake activities described in Exhibit A; and

**Whereas,** pursuant to a certain Agreement for Grant Administration dated September 19, 2017, by and between the City and Lafayette Housing Authority ("LHA"), LHA will serve as grant administrator for the Program;

**NOW, THEREFORE,** the City and Grantee do mutually agree as follows:

---

## I. USE OF FUNDS

A. Purpose

The City agrees to grant up to Twenty-Five Thousand Dollars ($25,000.00) to the Grantee for the Senior Home Repair Program in Lafayette, Indiana, as described in the Grantee's project narrative, which is attached as Exhibit A and incorporated into this Agreement by reference. The Grantee hereby represents and warrants that all information contained in the 2020 Agency Request for Funds Form is true and correct and that it contains no misrepresentations, falsifications, intentional omissions, or concealment of material facts and that all information contained, and assurances and certifications made in the 2020

Agency Request for Funds Form are incorporated into this Agreement as if fully set forth within the terms of this Agreement. A description of the tasks to be performed under this Agreement and an estimated budget as described in the Grantee's 2020 Agency Request for Funds Form is included on Exhibit A.

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Grantee certifies that the activities carried out under this Agreement will benefit low- and moderate-income persons by providing home repair services for homeowners age 62 and above, and persons with disabilities who meet CDBG income guidelines in Lafayette.

C. Eligible uses of said funds are limited to activities and tasks to be performed for the Senior Home Repair Program. A Budget for the Eligible Costs to be incurred in completing the project is described in Exhibit A. The Grantee must notify LHA of any changes in the budget. Budget changes that exceed 5% of total project cost will require approval from LHA.

D. Levels of Accomplishment

The services described in Exhibit A shall be delivered at a level which is reasonably comparable to the service level projected on the 2020 Agency Request for Funds form. If the level of services is estimated to be appreciably different from that noted on the 2020 Agency Request for Funds form, the difference shall be justified to the satisfaction of LHA.

## II. DISBURSEMENT OF FUNDS

A. Payment

The City agrees, upon submission of completed Beneficiary and Invoice Form and proof of eligible expenses by Grantee, to disburse Program funds to Grantee up to the maximum amount of the grant. Program funds shall be requested only when such funds are actually needed for the reimbursement of eligible costs, and shall be used only for the completion of activities approved by LHA. The final Beneficiary Report and Invoice must be submitted for payment on or before July 15, 2021. The proportion of total CDBG funds to total program funds shall not exceed the proportion of services provided to low- and moderate-income Lafayette clients to total program clients. The City will hold 10 percent of the total contract until a final, cumulative report has been submitted by the Grantee and all Targeted Goals have been met. The disbursement of funds under the Program shall be contingent upon the receipt of funds by the City from HUD.

## III. TIME OF PERFORMANCE

Services of the Grantee shall start on the date of execution of this agreement and end on the 30th day of June, 2021. The term of this Agreement and the provisions herein shall be extended to cover any additional time during which the Grantee remains in control of CDBG funds or other assets including program income.

## IV. PROGRAM INCOME

The Agency shall report annually all program income as defined in 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Agency shall comply with the requirements set forth in 24 CFR 570.504. All income generated by the proceeds of this program will be paid to the City.

## V. ADMINISTRATIVE REQUIREMENTS

The Grantee shall comply with the following Administrative Requirements, as applicable:

A. Financial Management

1. Accounting Standards

The Grantee agrees to comply with 2 CFR Chapter I, Chapter II, Part 200, et. al. and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Grantee shall administer its program in conformance with 2 CFR Chapter I, Chapter II, Part 200, et. al. as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Uniform Administrative Requirements.

The Grantee shall comply with all applicable federal administrative requirements, including 2 CFR Chapter I, Chapter II, Part 200, et. al. "Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards" (Omni-Circular or Uniform Administrative Requirements) effective as of December 26, 2014.

Code of Federal Regulations (CFR) is available online at http://www.ecfr.gov/. This document is also available by request from LHA.

C. Documentation and Record-Keeping

The Grantee shall ensure that sufficient records are maintained to enable the City and LHA to determine whether the terms of this Agreement and the requirements of 24 CFR 570.506 have been met.

1. Records to be Maintained

The Grantee shall maintain all records required by Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records documenting compliance with the equal opportunity components of the CDBG program
e. Financial records as required by 24 CFR 570.502, and 2 CFR Chapter I, Chapter II, Part 200, et. al.; and
f. Other records necessary to document compliance with Subpart K of 24 CFR Part 570

2. Retention of Records

The Grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five years after receipt of final payment

under this Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Disclosure

The Grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's, LHA's or Grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

4. Close-outs

The Grantee's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over CDBG funds, including Program Income.

D. Reporting

The Agency shall submit regular progress reports to LHA in the form, content, and frequency as required by LHA. Such reports must include:

- an annual audit or financial review, as applicable;
- a periodic report of service to clients on an unduplicated basis, including demographic information, submitted with the request for reimbursement

E. Non-expendable Property

1. Inventory. The Grantee shall keep inventory records, acceptable to LHA on all non-expendable property purchased under this Agreement. The Grantee shall submit an inventory of all items at the end of the Program year and resubmit it each fiscal year with revisions as necessary.
2. Insurance and Maintenance for all Non-expendable Property Purchased under this Agreement. The Grantee shall maintain sufficient insurance to cover the cost of replacement due to loss by fire, theft, or accidental damage. The Grantee shall also be responsible for the maintenance and upkeep of all such property.

F. Performance Monitoring

LHA will monitor the performance of the Grantee against goals and performance standards required herein. Substandard performance as determined by LHA will constitute non-compliance with this Agreement. If action to correct substandard performance is not taken by the Grantee within a reasonable period of time after being notified by LHA, contract suspension or termination procedures will be initiated.

G. Audits and Inspections

All project records with respect to any matters covered by this Agreement shall be made available to the City, its designees, or the Federal government, at any time during normal business hours, as often as LHA deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any

deficiencies noted in the audit reports must be fully cleared by the Grantee within 30 days after receipt. Failure to comply with the above audit requirements will constitute a violation of this Agreement.

The Grantee hereby agrees to have an annual agency audit or review, whichever is applicable, conducted in accordance with current OMB policies and to submit a copy to LHA. In addition to any applicable requirements of current OMB policies, the Grantee shall separately classify and designate information regarding City of Lafayette CDBG funds to include the CFDA title, number and award year.

1. Non-profit organizations that spend $750,000 or more annually in federal awards shall have a single or program-specific audit conducted for that year in accordance with 2 CFR Chapter I, Chapter II, Part 200, et. al.. Program-specific audits are only allowed if the Grantee expends federal awards under only one federal program. For purposes of determining the amount of federal assistance expended, all federal assistance shall be considered, including that which is received directly from a federal agency, or passed through a state or local government, or through non-profit organizations, or any combination thereof.
2. Non-profit organizations that expend less than $750,000 annually in federal awards shall be exempt from an audit conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, et. al., although their records must be available for review (e.g., inspections, evaluations). These agencies are required by the City to submit "Reduced Scope" audits (e.g., financial audit, performance audits). They may choose to have a program audit conducted for each federal award in accordance with federal laws and regulation governing the program in which they participate.
3. When the requirements of 2 CFR Chapter I, Chapter II, Part 200, et. al. apply, or when the Grantee elects to comply with 2 CFR Chapter I, Chapter II, Part 200, et. al., an audit shall be conducted for each fiscal year for which the federal awards attributable to this contract have been received by the Grantee. A copy of the audit report must be completed within 9 months after the end of the fiscal year and the audit must be received by the City no later than 30 days of receipt of the auditor's report(s).
4. Each audit shall cover a time period of not more than twelve months and an audit shall be submitted covering each assisted period until all the assistance received from this contract has been reported.
5. If the Grantee is found in non-compliance with these audit requirements, the Grantee may be required to refund financial assistance received from the City.

H. Client Data

The Grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

## VI. PERSONNEL, PARTICIPANT CONDITIONS, AND OTHER FEDERAL REQUIREMENTS

A. Civil Rights, Nondiscrimination, Equal Opportunity, and Other Federal Requirements

The Grantee shall not exclude from participation in the Program, or deny benefits to any person on the grounds of race, color, national origin, religion, Vietnam-era or disabled veteran status, handicap, familial status, sex, sexual orientation, gender identity or status with regard to public assistance under the Program. In addition, the Grantee will comply with the following:

1. The requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR 100; Executive Order 11063, as amended by Executive Order 12259 and implementing regulations issued at 24 CFR, Part 1, all of which require equal opportunity in housing and related facilities provided by Federal financial assistance;

2. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR 146, Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086;
3. The prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR8, which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program;
4. The requirements of Executive Order 11246 (2 CFR 1964-55, Equal Employment Opportunity), and the implementing regulations issued at 41 CFR chapter 60;
5. The Fair Housing Amendments Act of 1988, which prohibits discrimination in the sale or rental of housing on the basis of a handicap or because there are children in a family;
6. The requirements of Title IV of the Civil Rights Act of 1964 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended;
7. The requirements of the Americans with Disabilities Act of 1990; and
8. The requirements of non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279.
9. The requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701U), which requires that:
    a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
    b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
    c. The contractor agrees to include this Sections 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge the subcontractor has been found in violation of regulations in 24 CFR Part 135.
    d. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
10. The requirements of Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity, as shown in 24 CFR Parts 5, 200, 203, 236, 400, 570, 574, 882, 891, and 982.

B. Minority Business Outreach

The Grantee agrees to comply with the requirements of Executive Orders 11625, 12432 and 12138 concerning Minority and Women's Business Enterprise, which encourages the participation of minority and women owned business in the benefits of the Program by:

1. Contacting minority businesses which offer services needed by the organization in carrying out the Program with copies of any advertisements outlining information on where, when, and how to submit bids or proposals for such work; and

2. Keeping records on contracts made to minority and women businesses and any correspondence received from such businesses for any contracts let through the Program, and relaying this information to LHA.

CDBG projects that are publicized in the local electronic and print media will include specific mention of the desire of the City and its CDBG recipients to work with women and minority business owners.

The Grantee may obtain a list of state certified minority and woman-owned businesses by contacting or visiting the website of the Minority and Women's Business Enterprises Division of the State of Indiana Department of Administration. The Grantee is also encouraged to contact other appropriate groups for assistance in identifying new businesses that are women or minority enterprises.

C. Debarment and Suspension

The Grantee certifies that neither it, its principals, nor its contractors and subcontractors and their respective principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by the City or any Federal agency.

D. Hatch Act

The Grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be, in any way or to any extent, engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

E. Conflict of Interest

No officer, employee, consultant, elected or appointed official of the City, or its designees or agents, member of the governing body of the City or the Grantee (and no one with whom they have family or business ties) who exercises any functions or responsibilities with respect to the Program during his or her tenure or for one year thereafter, shall have any personal or financial benefit, direct or indirect, in any contract or subcontract, or proceeds thereof, for work to be performed in connection with the Program assisted under this Agreement. Exceptions to these provisions may be granted on a case-by-case basis as described at 24 CFR 570.611(d). The Grantee agrees that it will incorporate into every written contract the following provisions:

INTEREST OF CONTRACTOR AND EMPLOYEES: The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the CDBG Program, and no one with whom they have family of business ties, has any financial benefit, direct or indirect, in this Contract.

F. Lobbying Certification

The Grantee certifies that:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee shall

complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction which is imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

G. Religious Criteria

The Grantee hereby certifies in accordance with 24 CFR 570.200(j), that funds provided under this Agreement shall not be used for inherently religious activities, such as worship, religious instruction, or proselytization.

H. Drug Free Workplace

The Grantee shall comply with the provisions of Title 41 Chapter 10, U.S.C., Drug-free Workplace.

I. Workers' Compensation

The Grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

J. "Section 3" Clause

1. Applicability

All Grantees who receive a combined total of more than $200,000 in federal funding must fulfill Section 3 obligations. Additionally, if a Grantee receives more than $200,000 in federal funding, all business with which the recipient contracts (called "contractors") must fulfill the same obligations if the contract is for more than $100,000. And all the businesses with which those contractors' contract (called "subcontractors") must fulfill the same obligations if their contract if for more than $100,000.

2. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Grantee and any of the Grantee's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Grantee and any of the Grantee's subrecipients and subcontractors, their successors and assignees, to those sanctions specified by the Agreement through which Federal assistance is provided. The Grantee certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Grantee further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to

the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low- income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Grantee further agrees to ensure that opportunities for training and employment arising in connection with any public construction project are given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

K. Compliance with IC 22-5-1.7 – E-Verify Program

The Grantee must enroll in and verify the work eligibility status of all newly hired employees of the Grantee through the E-Verify program operated by the United States Department of Homeland Security. If the E-Verify program ceases to exist, the Grantee will not be required to verify the work eligibility status of newly hired employees through the E-Verify program. The Grantee shall execute an affidavit affirming that the Grantee has enrolled in and is participating in the E-Verify program and affirming that the Grantee does not knowingly employ an unauthorized alien.

L. Prohibition of Contracting with Businesses that Invest in Iran

For the duration of the Term of this Agreement, Grantee hereby certifies under penalties of perjury that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.

M. Affirmative Marketing Program

The Grantee, its agents or assigns, shall carry out the City policy and procedures for affirmative marketing by the use of community-wide publications, by the use of approved Equal Housing Opportunity logo-type or slogan in any applicable marketing of housing assisted with Program funds, and by any other procedure delineated in the attached Exhibit B.

N. Environmental

The Grantee agrees to comply with the provisions of the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321 et. Seq.) as it applied at 24 CFR 58, including any requirements which may be imposed by the City as a result of its responsibility for environmental review, decision making, and action under NEPA.

The Grantee shall provide to the City all information necessary to complete an Environmental Assessment and a Section 106 Review. Such information shall be provided before the commencement of any activity provided for herein. All renovations must be approved through the Section 106 Historic Review Process before execution of any rehabilitation contracts.

O. Prohibition of and Elimination of Lead-Based Paint Hazards

Notwithstanding any other provision adopted by applicable governmental units, the Grantee agrees to comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et. Seq.) and its regulations set forth in 24 CFR 35 concerning testing, prohibition, and abatement of lead-based paint in HUD associated housing. Every contract or subcontract, including painting, pursuant to which such federally assisted construction or rehabilitation is performed, shall include appropriate provisions prohibiting the use of lead-based paint.

P. Federal Funding Accountability and Transparency Act of 2006 (FFATA)
FFATA reporting requirements will apply to any CDBG Agreement in the amount of $30,000 or greater. The Grantee must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Grantee, the unique identifier of the Grantee's parent if applicable, and relevant executive compensation data, if applicable. (See subsection 3 below regarding executive compensation data)

1. Data Universal Numbering System (DUNS) number
Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Grantee shall provide City with a valid Dun & Bradstreet (D&B) Data Universal Numbering System (DUNS) number that identifies the Grantee. A DUNS number may be requested online at http://fedgov.dnb.com/webform.

2. System for Award Management (SAM)
The Grantee shall register in the System for Award Management (SAM), which is the primary registrant database for the US Federal Government, and shall enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register or update information in the SAM can be obtained at www.sam.gov.

3. Executive Compensation
The Grantee shall report the names and total compensation of the five (5) most highly compensated officers of the Grantee in SAM if the Grantee in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal financial assistance (as defined at 2 CFR 170.320) and $25,000,000 or more in annual gross revenues from Federal contracts and federal financial assistance (as defined at 2 CFR 170.320); and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. The Grantee may certify that it received less than eighty percent (80%) of annual gross revenues from the federal government, received less than $25,000,000 of its annual gross revenues from the federal government, already provides executive compensation to the Securities Exchange Commission, or meets the Internal Revenue Code exemption, and will not be required to submit executive compensation data into the SAM under FFATA, provided, that the Grantee shall still register and submit the other data requested

## VII. GENERAL CONDITIONS

A. Applicability
The requirements of this section apply to all CDBG funded projects.

B. General Compliance
The Grantee agrees to ensure compliance with all applicable federal, state, and local laws and regulations governing the funds provided under this Agreement including the requirements of the CDBG program at

24 CFR 570 and pursuant regulations and policies. The Grantee has reviewed, or has had a reasonable opportunity to review, and agrees to abide by all applicable Federal rules and regulations, as amended from time to time, including but not limited to those federal rules and regulations referred to in this Agreement. The Grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Unearned payments under this Agreement may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by HUD at any time or if the grant to the City under the Act is suspended or terminated. References in this Agreement to particular federal or state laws, rules, regulations, and others shall include any applicable amendments thereto and replacements thereof.

C. Responsibilities

The Grantee will carry out its activities in compliance with the requirements of Subpart K of 24 CFR 570, except, however, that the Grantee does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process under 24 CFR part 52.

D. Section Headings and Subheadings

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

E. Claims Against City and LHA

The Grantee agrees to defend, indemnify and save harmless the City and LHA from any and all claims of any nature whatsoever which may arise from the Grantee's performance of this Agreement; provided, however, that nothing contained in this Agreement shall be construed as rendering the Grantee liable for acts of the City, its officers, agents or employees.

F. Terms of Default

If Grantee materially fails to comply with any terms of this Agreement, including but not limited to:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Grantee to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission of reports that are incorrect or incomplete in any material respect

Said action(s) shall be considered default by the Grantee. Upon default by the Grantee, the City or LHA as its designee shall give the Grantee 10 day's written notice to cure any default. A default under this Agreement, in the discretion of the City or LHA as its designee, may be considered a default of any other Agreement between the Grantee and City for any CDBG Funds program. The failure to cure any default within 10 days may result in the City taking enforcement action as described in Section VII Paragraph G.

G. Enforcement

Upon the failure of the Grantee to cure any default, the City may take one or more of the following actions:

1. Temporarily withhold cash payments, under this Agreement and/or any other Agreement between City and Grantee concerning CDBG Funds programs, pending correction of the deficiency by the Grantee;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the Grantee's program and/or any award for any other CDBG Fund program funded to Grantee by the City;
4. Withhold further awards for the program and/or awards for any other CDBG Fund program funded to the Grantee by the City;

5. Take other remedies that may be legally available or provided for in 2 CFR Chapter I, Chapter II, Part 200, et. al., including repayment of all funds provided to Grantee by the City.

In addition to the enforcement actions listed above, LHA or the City shall be entitled to collection of its costs and expenses, including reasonable attorney fees, incurred by the City in enforcing this Agreement.

H. Suspension or Termination

Upon suspension or termination under Section VII Paragraph G, costs of the Grantee incurred during suspension or after termination of an award are not allowable unless LHA expressly authorizes them in the notice of suspension or termination. Certain costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the conditions set forth in 2 CFR Chapter I, Chapter II, Part 200, et. al. are met.

I. Termination for Convenience

This Agreement may be terminated for convenience under the conditions and upon the terms set forth in 2 CFR Chapter I, Chapter II, Part 200, et. al..

J. Representations and Warranties

The Grantee hereby represents and warrants that all information contained in the 2020 Agency Request for Funds form is true and correct and that it contains no misrepresentations, falsification, intentional omissions, or concealment of material facts.

K. Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that this Agreement may not be assigned by either party without the express written consent of the other party.

L. Entire Agreement and Invalidation.

The provisions of this agreement shall constitute a complete expression of the parties hereto. Invalidation of any one of these covenants and conditions by judgment or decree in court shall not affect any other of the provisions hereof, which shall remain in full force and effect.

M. Amendment

The City or the Grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the City's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release LHA, the City or Grantee from its obligations under this Agreement. The City, at its discretion, may amend this Agreement to conform to federal, state, or local governmental guidelines, policies, and available funding amounts, or for any other reasons. If such amendments result in a change in the funding, the scope of the services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Grantee.

N. Conditional Approval

This Agreement is conditional upon the release and receipt of HUD funding.

O. Authority to Execute

The Grantee certifies that its governing body has duly adopted or passed as an official resolution, motion or similar action authorizing the execution of this Agreement, including all understandings and assurances contained herein; and directing and authorizing the person identified as the official representative of the Grantee to execute this Agreement.

P. Publicity and Promotion

The City, LHA and Grantee mutually agree that either party is permitted to publicize and promote the activities funded under this Agreement. The City, LHA and/or Grantee may host public relations events for the activity to increase community awareness of the program and the activity.

Q. Grantor Recognition

The Grantee shall insure recognition of the role of the City in providing services through this contract. All activities, facilities and items used pursuant to this contract shall be prominently labeled as to CDBG funding source. In addition, the Grantee will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

R. Reversion of Assets

The Grantee shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of CDBG monies under this Agreement upon the time of expiration, cancellation or termination of this Agreement.

S. Insurance & Bonding

The Grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to the cash advances from the City.

The Grantee shall comply with the bonding and insurance requirements of 2 CFR Chapter I, Chapter II, Part 200, et. al., Bonding and Insurance.

T. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Grantee is an independent contractor.

U. Copyright

If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

V. Waiver

The City or LHA's failure to act with respect to a breach by the Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the City or LHA to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

W. Notices

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), personal delivery or sent by electronic mail (email). Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee
Laurie Earnst, Executive Director
Northend Community Center
2000 Elmwood Ave., Suite F
Lafayette, IN 47904
765-447-2311
Laurie@tippecanoeseniorcenter.org

City
City of Lafayette
Attn: City Attorney
20 N 6th Street
Lafayette, IN 47901

Michelle Reynolds, Executive Director
Lafayette Housing Authority
2601 Greenbush Street
Lafayette, IN 47904
765-771-1300
mreynolds@lha.lafayette.in.gov

X. Remedial Action
The City reserves the right to require repayment of part or all CDBG funds under this Agreement if required by HUD or any other agency in the exercise of corrective actions regarding the use of the funds by the Grantee, as authorized under the regulations governing the CDBG program, or by the City for non-compliance with the terms of this Agreement.

**VIII. PROJECT REQUIREMENTS**

A. Applicability
The requirements of this section apply to all CDBG funded activities, which are referred to as the CDBG project.

B. Rehabilitation and Property Standards
The Grantee agrees that it will comply with all applicable housing, building and public health codes, ordinances and zoning ordinances, and that the units shall at all times be fit and habitable.

All rehabilitation activities outlined in this contract must conform to the Secretary of the Interior's Standards for Rehabilitation. All rehabilitation and repair activities outlined in this contract must meet local building code when completed.

C. Assignment and Transfer
The Grantee shall not assign or transfer any interest in this Agreement without prior written consent from the City.

D. Relocation and Acquisition
The Grantee agrees to comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Polices Act of 1970 (42 U.S.C. 4601) and 49 CFR 24

E. Labor Standards
The Grantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of the Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a5; 40 U.S.C. 327 and 40 U.S.C. 276c) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. For construction or rehabilitation of affordable housing with eight (8) or more units assisted by CDBG funds, the Grantee agrees to comply with the labor standards

provision of 24 CFR 570.603 and related local requirements which may be issued from time to time by the City. The Grantee shall include in applicable construction contracts the provisions of federal law imposing labor standards on federally assisted construction.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the City and the Grantee have executed this Agreement effective as of the date first above written.

TIPPECANOE COUNTY COUNCIL ON AGING, INC. DBA TIPPECANOE SENIOR CENTER

By:_____

Title:_____

Date:_____

CITY OF LAFAYETTE
BY ITS BOARD OF PUBLIC WORKS AND SAFETY

Approved by the Board of Public Works and Safety on the _____ day of _____, 2020.

By: _____
Gary Henriott, President

By: _____
Norm Childress, Member

By: _____
Cindy Murray, Member

By: _____
Amy Moulton, Member

By: _____
Ronald Shriner, Member

ATTEST:

_____
Mindy Miller, Deputy Clerk

Date: _____

**EXHIBIT A**

**TIPPECANOE COUNTY COUNCIL ON AGING, INC.**
**DBA TIPPECANOE SENIOR CENTER**
**SENIOR HOME REPAIR PROGRAM**
**PROGRAM YEAR 2020**

Amount of Award: $25,000.00
Agency DUNS number: 16-752-0303
Agency Tax ID: 35-1300844

**Project/Program Description**

SHARP provides housing rehabilitation and repair services to very-low, low, and moderate-income seniors and persons with disabilities who remain in their owner-occupied homes. The program provides emergency repair services and necessary repairs such as roof repair, hot water heater replacement, heating and air conditioning replacement, accessibility modifications, and sewer line clean out. Applicants must be homeowners that are 62 years of age or older, or have a documented disability. Applicants may not request repairs for the purpose of home sale or lease.

**Targeted Goals & Performance Measures**

#1) 95% of the assisted homeowners will report the satisfactory repair of the homes, as measured by the post-repair inspection performed with the homeowner accompanied by the Program Coordinator or other agency staff member.
#2) 95% of all eligible applicants will have their home repairs completed within the timeframe agreed upon by the Program Coordinator, the homeowner, and the selected contractor.
#3) 100% of all accessibility modifications will result in improved mobility and/or freedom of movement for the household member as measured by self-reports and on-site observations by the program staff.

**Estimated Budget**

| Budget Category | CDBG Amount |
|---|---|
| Home Repairs (materials and labor) | $24,850 |
| Mileage for Home Repair Manager | $150 |
| **Total:** | **$25,000** |

**Timetable**
All costs must be incurred on or before June 30, 2021. Final costs must be invoiced to LHA no later than July 15, 2021 to receive full reimbursement.

**Activity Service Area**
Funds for this activity can be utilized only for persons residing within the corporate boundaries of the City of Lafayette.

**Prior Approval:**
To expend funds for cost categories or types of activities not listed above will require prior written approval from LHA.

**Financial and Administrative Reports**

The Grantee shall utilize report forms provided by LHA staff and submit claims upon completion of projects. The Grantee understands that:

1. Claims for reimbursement will not be paid to the Grantee unless all mandatory reports have been filed with LHA;
2. Claims for reimbursement will not be paid to the Grantee if the Grantee has any open monitoring or audit findings or concerns;
3. The City will hold 10 percent of the total contract until a final, cumulative report has been submitted by the Grantee and all Targeted Goals have been met.

The City, or LHA as its designee, reserves the right to refuse any claims not properly supported with adequate and proper documentation of claims or activity progress.

**EXHIBIT B**
**AFFIRMATIVE MARKETING POLICY**

**Policy Statement**

The City of Lafayette has adopted an affirmative marketing goal for CDBG / HOME-assisted residential units to assure that individuals who might not normally apply to own or rent such properties because of their race, color, ethnicity, religion, age, sex, handicap, or familial status, know of the opportunities and feel welcome to apply for ownership or rental opportunities.

**Procedures**

**1. Inform the Public, Potential Owners and/or Renters about Federal Fair Housing Laws and Affirmative Marketing Policies.**

The City will require owners, developers, and sponsors of properties that contain CDBG / HOME-assisted housing units (hereinafter referred to as "Grantee") to implement the affirmative marketing goal of the City of Lafayette to assure that individuals who normally might not apply for CDBG / HOME-assisted units because of their race, color, ethnicity, religion, sex, handicap, or familial status: a) know of the availability of such units, b) feel welcome to apply, and c) have the opportunity to own and/or rent the units.

Agencies and Grantees using CDBG / HOME funds for housing acquisition, rehabilitation, or down payment assistance will inform the public and potential owners and/or renters of CDBG / HOME-assisted units by the use of the Equal Housing Opportunity logo or slogan in press releases, solicitations and written communications to all groups, and by posting the Equal Housing Opportunity logo in each project building or rental office.

**2. Inform Public, Potential Owners and/or Renters about Available Units.**

Legally binding agreements will require the Grantee to market CDBG / HOME-assisted units in an affirmative manner in order to attract renters or owners who might not normally apply to own or rent such properties, regardless of their race, color, ethnicity, religion, sex, handicap, or familial status.

While soliciting owners or renters, the Grantee shall conduct outreach efforts to reach persons least likely to apply for the housing. The solicitations and advertising shall include the Equal Housing Opportunity logo, slogan, or statement. The Fair Housing poster shall be displayed where visible to applicants. Locations or contacts for outreach include, but are not limited to:

A. Social service agencies
B. Neighborhood groups and associations
C. Local media
D. Community contacts (groups/organizations located within the housing market area)
E. Newsletters for senior citizens, disability or other special needs groups
F. Community centers

G. Places of worship

**Marketing Plan Submission**

For all housing projects with five (5) or more HOME-assisted units, Grantee must submit a Marketing Plan in writing to the Lafayette Community Development Department for approval within sixty (60) days of the date of the executed contract and before the first draw is released. The Marketing Plan must include the following:

1. Methods for informing the public, owners and potential tenants about fair housing laws.
2. Description of what Grantee will do to affirmatively market housing assisted with HOME funds.
3. Identification of groups in the housing market area who are least likely to apply for the housing because of its location or other factors without special outreach.
4. Description of what Grantee will do to inform persons not likely to apply for housing without special outreach.

**Record Keeping**

To document implementation of the Affirmative Marketing Program activities, Grantees will meet the record-keeping requirements of 24 CFR 92.508(a)5(i) and (ii) and 92.351 concerning racial, ethnic, and gender characteristics, and maintain the following records:

1. Complete demographic characteristics of all applicants.
2. Grantee's written acknowledgement of fair housing notice and laws.
3. Record of contact with applicants.
4. Copies of notices to social service agencies, neighborhood and other groups specified above.
5. Copies of press releases, media coverage, mailings and other pertinent information.

**Assessment and Corrective Action**

The City will assess the affirmative marketing efforts for effectiveness using the following steps. If corrective action is necessary, the City will work closely with the Grantee until the issues are resolved.

1. To determine if good faith efforts have been made, the City will periodically compare the information contained in the records with actions taken to implement the affirmative marketing efforts.
2. To determine results, the City will examine whether persons from all racial and ethnic groups in the community either were aware of or applied for units that were affirmatively marketed.
3. The City may periodically perform ownership and/or tenant surveys to determine the source of referrals.
4. If it is determined that the Grantee has not affirmatively marketed the program, corrective actions may be required. These may include an initial conference to discuss required changes, possible disqualification from future participation in CDBG / HOME programs and/or legal action.

CITY OF LAFAYETTE

**PURCHASING DEPARTMENT**
**Memorandum**

To: Board of Public Works & Safety

From: Dave Payne, Purchasing Manager

Date: July 16, 2020

Subject: Declaration of Surplus Property

Surplus Property

Lafayette Renew is requesting the equipment listed below be declared as surplus property. This equipment will be traded in on the purchase of a replacement.

| Item | Serial # |
|---|---|
| 2013 Diamond Mower Excavator Model 31150A | 7565 |

A motion has been made and seconded to declare the aforementioned items as surplus property.

All of which is approved this 21st day of July, 2020 by the Board of Public Works & Safety.

_____
Gary Henriott, President

_____
Cindy Murray, Member

_____
Ron Shriner, Member

_____
Norm Childress, Member

ATTEST:

_____
Amy Moulton, Member

_____
Mindy Miller, 1st Deputy Clerk

Dated: _____, 2020

CITY OF LAFAYETTE

# 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: September 4, 2020 Time: From: 6:00 PM am/pm to: 7:00 PM am/pm

Name: Kathleen Leszczynski & Andrew Groves Organization: _____

Street Address: 505 Plantation Way

City: Lafayette State: IN Zip Code: 47909

Contact person(s): Kathleen Leszczynski Phone Number(s): 312-375-6329

Email: Kat@Kathleeneva.com

Event Description: Wedding - immediate family only - total of 27 people (including bride & groom)

Caterer: Not catered 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: 27 ☐ 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)

**Not sure if you need an A&E Permit? Go to:**

☐ Amusement & Entertainment Permit #_____ 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: $ 25 (fee waived when renting Depot)
- Rental Fee: $ _____
- 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, it 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: Kathleen Leszczynski
Signature

Printed: Kathleen Leszczynski

Date: 7/6/20

# MARKEL AMERICAN INSURANCE COMPANY

P.O. Box 906, Pewaukee, Wisconsin 53072-0906
(800) 236-2862 www.markelamerican.com

**Special Event Liability Insurance Policy Declarations Page**

| | | | | | |
|---|---|---|---|---|---|
| **Policy Number:** | MEL00000550344 | **Date of Issue:** | 07/03/2020 | **Event Date:** | 09/04/2020 |

| | |
|---|---|
| **Policy Period:** | 09/04/2020 |
| **Named Insured:** | ANDREW GROVES |
| **Mailing Address:** | 505 PLANTATION WAY<br>Lafayette, IN 47909 |
| **Honoree(s):** | ANDREW GROVES<br>KATHLEEN LESZCZYNSKI |
| **Insured Event:** | Wedding Ceremony, Reception, and/or Rehearsal |
| **Policy Premium:**<br>Surcharges and Taxes<br><br>Multi Policy Discount<br>**Total:** | $75<br>$0.00<br><br>Not Applicable<br>$75.00 |
| **Event Location 1:**<br>Hosting Facility Insured Extension: ☐<br>*(coverage applies if box checked)* | RIEHLE PLAZA<br>200 N 2ND ST.<br>Lafayette IN 47901 |
| **Event Location 2:**<br>Hosting Facility Insured Extension: ☐<br>*(coverage applies if box checked)* | |
| **Event Location 3:**<br>Hosting Facility Insured Extension: ☐<br>*(coverage applies if box checked)* | |

| **Policy Coverage** | **Limit:** | **Deductible:** |
|---|---|---|
| General Aggregate | $500,000 | $0 |
| Each Occurrence | $500,000 | $0 |
| Property Damage | Included | $1,000 |

| | |
|---|---|
| **Administered by:**<br>Agency 10371 - 000002<br>800-388-0169 | USAA EVENT PROGRAM<br>9800 FREDRICKSBURG RD<br>SAN ANTONIO, TX 78288 |
| For Policy Questions Call Toll Free:<br>For Claims Call Toll Free: | 800-388-0169<br>800-236-3113 |
| **Policy Form(s):** | EVL100-0708,,EVL138-0708,,MIL1214-0917,<br><br>Host Liquor Liability is excluded |
| **Countersignature (if required):** | John K Clarke |

Forms and endorsements made a part of this policy at inception are those which numbers are entered above.
EVL102-0708

# MARKEL AMERICAN INSURANCE COMPANY

## PRIVACY NOTICE

U. S. Consumer Privacy Notice Rev. 1/1/2020

| | |
|---|---|
| FACTS | WHAT DOES MARKEL GROUP OF COMPANIES REFERENCED BELOW (INDIVIDUALLY OR COLLECTIVELY REFERRED TO AS "WE", "US", OR "OUR") DO WITH YOUR PERSONAL INFORMATION? |
| Why? | In the course of Our business relationship with you, We collect information about you that is necessary to provide you with Our products and services. We treat this information as confidential and recognize the importance of protecting it. Federal and state law gives you the right to limit some but not all sharing of your personal information. Federal and state law also requires Us to tell you how We collect, share, and protect your personal information. Please read this notice carefully to understand what We do. |
| What? | The types of personal information We collect and share depend on the product or service you have with Us. This information can include:<br>• your name, mailing and email address(es), telephone number, date of birth, gender, marital or family status, identification numbers issued by government bodies or agencies (i.e.: Social Security number or FEIN, driver's license or other license number), employment, education, occupation, or assets and income from applications and other forms from you, your employer and others;<br>• your policy coverage, claims, premiums, and payment history from your dealings with Us, Our Affiliates, or others;<br>• your financial history from other insurance companies, financial organizations, or consumer reporting agencies, including but not limited to payment card numbers, bank account or other financial account numbers and account details, credit history and credit scores, assets and income and other financial information, or your medical history and records.<br>Personal information does not include:<br>• publicly-available information from government records;<br>• de-identified or aggregated consumer information.<br>When you are no longer Our customer, We continue to share your information as described in this Notice as required by law. |
| How? | All insurance companies need to share customers' personal information to run their everyday business. In the section below, We list the reasons financial companies can share their customers' personal information; the reasons We choose to share; and whether you can limit this sharing. We restrict access to your personal information to those individuals, such as Our employees and agents, who provide you with insurance products and services. We may disclose your personal information to Our Affiliates and Nonaffiliates (1) to process your transaction with Us, for instance, to determine eligibility for coverage, to process claims, or to prevent fraud, or (2) with your written authorization, or (3) otherwise as permitted by law. We do not disclose any of your personal information, as Our customer or former customer, except as described in this Notice. |

| Reasons We can share your personal information | Do We share? | Can you limit this sharing? |
|---|---|---|
| **For Our everyday business purposes and as required by law –** such as to process your transactions, maintain your account(s), respond to court orders and legal/regulatory investigations, to prevent fraud, or report to credit bureaus | Yes | No |
| **For Our marketing purposes –** to offer Our products and services to you | Yes | No |
| **For Joint Marketing with other financial companies** | Yes | No |
| **For Our Affiliates' everyday business purposes –** information about your transactions and experiences | Yes | No |
| **For Our Affiliates' everyday business purposes –** information about your creditworthiness | No | We don't share |
| **For Our Affiliates to market you** | No | We don't share |
| **For Nonaffiliates to market you** | No | We don't share |
| **Questions?** Call (888) 560-4671 or email privacy@markel.com | | |

| Who We are | |
|---|---|
| **Who is providing this Notice?** | A list of Our companies is located at the end of this Notice. |

| What We do | |
|---|---|
| **How do We protect your personal information?** | We maintain reasonable physical, electronic, and procedural safeguards to protect your personal information and to comply with applicable regulatory standards. For more information, visit www.markel.com/privacy-policy. |
| **How do We collect your personal information?** | We collect your personal information, for example, when you<br>• complete an application or other form for insurance<br>• perform transactions with Us, Our Affiliates, or others<br>• file an insurance claim or provide account information<br>• use your credit or debit card<br>We also collect your personal information from others, such as consumer reporting agencies that provide Us with information such as credit information, driving records, and claim histories. |
| **Why can't you limit all sharing of your personal information?** | Federal law gives you the right to limit only<br>• sharing for Affiliates' everyday business purposes – information about your creditworthiness<br>• Affiliates from using your information to market to you<br>• sharing for Nonaffiliates to market to you<br>State laws and individual companies may give you additional rights to limit sharing. See the Other Important Information section of this Notice for more on your rights under state law. |

| Definitions | |
|---|---|
| **Affiliates** | Companies related by common ownership or control. They can be financial and nonfinancial companies.<br>• Our Affiliates include member companies of Markel Group. |
| **Nonaffiliates** | Companies not related by common ownership or control. They can be financial and nonfinancial companies.<br>• Nonaffiliates that We can share with can include financial services companies such as insurance agencies or brokers, claims adjusters, reinsurers, and auditors, state insurance officials, law enforcement, and others as permitted by law. |
| **Joint Marketing** | A formal agreement between Nonaffiliated companies that together market financial products or services to you.<br>• Our Joint Marketing providers can include entities providing a service or product that could allow Us to provide a broader selection of insurance products to you. |

| **Other Important Information** |
|---|
| **For Residents of AZ, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR, and VA**: Under state law, under certain circumstances you have the right to access and request correction, amendment or deletion of personal information that We have collected from or about you. To do so, contact your agent, visit www.markel.com/privacy-policy, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060. We may charge a reasonable fee to cover the costs of providing this information. We will let you know what actions We take. If you do not agree with Our actions, you may send Us a statement. |
| **For Residents of CA**: You have the right to review, make corrections, or delete your recorded personal information contained in Our files. To do so, contact your agent, visit www.markel.com/privacy-policy, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060. We do not and will not sell your personal information.<br>For the categories of personal information We have collected from consumers within the last 12 months, please visit: www.markel.com/privacy-policy. |
| **For Residents of MA and ME**: You may ask, in writing, for specific reason, for an adverse underwriting decision. |
| **Markel Group of Companies Providing This Notice**: City National Insurance Company, Essentia Insurance Company, Evanston Insurance Company, FirstComp Insurance Company, Independent Specialty Insurance Company, National Specialty Insurance Company, Markel Bermuda Limited, Markel American Insurance Company, Markel Global Reinsurance Company, Markel Insurance Company, Markel International Insurance Company Limited, Markel Service, Incorporated, Markel West, Inc. (d/b/a in CA as Markel West Insurance Services), Pinnacle National Insurance Company, State National Insurance Company, Inc., Superior Specialty Insurance Company, SureTec Agency Services, Inc. (d/b/a in CA as SureTec Agency Insurance Services), SureTec Indemnity Company, SureTec Insurance Company, United Specialty Insurance Company, Inc. |

MARKEL AMERICAN INSURANCE COMPANY

# Special Event Liability Insurance

Administrative Offices
P.O. Box 906
Pewaukee, WI 53072-0906
800-236-2862

# SPECIAL EVENT LIABILITY INSURANCE


| | |
|---|---|
| **Section 1:** | **Agreement** |
| **Section 2:** | **Policy Period** |
| **Section 3:** | **Definitions** |
| **Section 4:** | **What We Insure** |
| **Section 5:** | **Bodily Injury, Property Damage, and Personal Injury Exclusions** |
| **Section 6:** | **Limits of Liability** |
| **Section 7:** | **Duties in the Event of Loss or Damage** |
| **Section 8:** | **Other Insurance** |
| **Section 9:** | **General Conditions** |
| **Section 10:** | **Hosting Facility Liability Coverage Option** |


## Section 1: Agreement

We will provide insurance described in this policy, subject to all policy terms and conditions, in return for your payment of the premium and compliance with all policy provisions. You have only those coverages for which limits are shown on the **declarations page**.

## Section 2: Policy Period

This policy applies to **incidents** on the date specified for the **event** described on the **declarations page** and to **accidents** occurring during **set up and break down**.

## Section 3: Definitions

Throughout this policy, most words and phrases that have special meanings appear in bold. Only the pronouns "we", "us", "our", "you", "your", and "yours" are defined, but do not appear in bold. This section defines some of the more general terms used in this policy.

"You", "your" and **named insured**(s) means the individual, business, or organization and the **honoree** named in the **declarations page**.

"We", "us" and "our" means the company providing the insurance and named in the **declarations page**.

**Accident** means an unexpected and unintended event, including continuous or repeated exposure to substantially the same general conditions that causes **bodily injury** or **property damage** and which arises out of the **event**.

**Bodily injury** means injury, sickness, disease or death of a person.

**Declarations page** is the document that identifies the **named insured** and the company issuing the policy. It indicates the effective date of coverage, the amount for the respective coverages afforded under the policy, and describes the **event** for which coverage is afforded. The **declarations page** also lists the policy forms and endorsements that are also a part of this policy, as well as indicating any deductible to be applied to covered losses. The **declarations page** also indicates an election of the hosting facility liability coverage option, if applicable, and in such event identifies the **hosting facility insured**.

**Event** means the private reception and accompanying ceremony, if any, described on the **declarations page**. **Event** includes **set up and break down** and any rehearsal or rehearsal dinner scheduled within 48 hours in advance of the **event** if the **event** is a wedding.

**Honoree** means the person or persons named in the **declarations page** as **honoree**, and in whose honor or for whose benefit the **event** is being held.

**Incident** is an **accident**, or an event, including a series of related offenses giving rise to an actual or alleged **personal injury** committed at the **event** location.

**Insured contract** means a contract or lease of facilities or premises, fixtures, improvements or contents, for use at, or as, the location of the event.

**Organizational Insured** means the following:
1. Sole owner, partners, or managers, and their spouses, of the organization named in the **declarations page**, but only with respect to the conduct of the business named in the **declarations page**.
2. The executive officers and directors of the organization named in the **declarations page**, but only with respect to the conduct of the business named in the **declarations page**.
3. **Volunteer workers**, but only while performing duties related to the business named in the **declarations page**; or your employees, but only for acts within the scope of their employment by you while performing duties related to the conduct of your business.

**Personal injury** means injury other than **bodily injury** that arises out of any of the following acts:
1. False arrest, false detention, or false imprisonment;
2. Malicious prosecution;
3. Wrongful entry or wrongful eviction;
4. Defamation, libel or slander; or
5. Invasion of privacy.

**Pollutants** means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

**Policy Territory** means the United States and its territories and possessions, Puerto Rico, Canada and cruise ships leaving from a port within these territories.

**Property damage** means physical damage to or destruction of tangible property. It includes loss of use.

**Set up and break down** means decoration and removal of decoration at the **event** location that occurs no more than 24 hours prior to the **event** and 24 hours after the **event**.

**Volunteer worker** means a person who is not your employee, and who donates his or her work or service and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work or service performed for you.

## Section 4: What We Insure

1. **Bodily Injury, Property Damage and Personal Injury**

   We will pay damages, including prejudgment interest, due to an **incident** for which you or an **organizational insured** is legally liable because of **bodily injury**, **property damage**, or **personal injury** arising out the **event**. We will defend any such suit seeking those damages, even if the allegations are false or groundless, with legal counsel of our choice. We may investigate any reported **incident** and may settle any claim for these damages as we think appropriate. We are not obligated to pay any claim or judgment, or defend any suit, if we have already exhausted the limit of liability set forth in the **declarations page** by paying judgments or settlements; or tendered to the court of jurisdiction the limit of liability set forth in the **declarations page**.

2. **Additional Payments**

   In addition to the limit of liability for this coverage we will also pay:
   a. All costs we incur in the settlement of any claim or defense of any suit;
   b. Interest on damages awarded in any suit we defend accruing after judgment is entered and before we have paid, offered to pay, or deposited in court that portion of the judgment which is not more than our limit of liability;

c. Premiums on appeal bonds and attachment bonds required in any suit we defend. We will not pay the premium for attachment bonds for an amount above our limit of liability. We have no obligation to apply for this type of bond;
d. Loss of earnings of up to $100 a day when we ask you or an **organizational insured** to attend trials or hearings; and
e. Other reasonable expenses incurred at our request.

## Section 5: Bodily Injury, Property Damage and Personal Injury Exclusions

We do not cover:

1. **Expected or Intended Injury**

   **Bodily injury** or **property damage** caused by the intentional act, or at the direction, of anyone seeking coverage under this policy even if the **bodily injury**, or **property damage** is different from, or greater than, that which is expected or intended.

2. **Motor Vehicles, Motorized Vehicles, Aircraft or Watercraft**

   **Bodily injury** or **property damage** arising out of the use, ownership, maintenance, or entrustment of any motor vehicle, motorized vehicle, aircraft or watercraft. Use includes loading or unloading. Motor vehicle or motorized vehicle includes any attached trailer.

   This exclusion does not apply to negligence that originates at the **event** and arises independently of the use, ownership, maintenance, or entrustment of any motor vehicle, motorized vehicle, aircraft or watercraft. However, we do not cover **bodily injury** or **property damage** that arises out of any imposed vicarious liability, the failure to supervise, or the negligent supervision, of any person, by you or an **organizational insured** in connection with any motor vehicle, motorized vehicle, aircraft or watercraft.

3. **Other Premises**

   **Bodily injury**, **property damage** or **personal injury** occurring away from the premises or place shown in the **declarations page**. However, **bodily injury** occurring away from the premises or place shown in the **declarations page**, but arising from the negligent conduct of the **named insured** or **organizational insured** at the premises or place shown in the **Declarations Page** for which they are liable, and not otherwise excluded, is covered.

4. **Other Than On the Event Date**

   **Bodily injury**, or **property damage** occurring on any date other than the date shown as the **event** date on the **declarations page**, unless occurring during **set up and break down**. **Personal injury** occurring on any date other than the date shown as the event date in the **declarations page**. For the purpose of this exclusion, if the **event** continues past 12:00 a.m., at the location named on the **declarations page**, such continuation shall be considered as the **event** date.

5. **Commercial Liquor Liability**

   **Bodily injury** or **property damage** for which anyone may be held liable by reason of:
   a. Causing or contributing to the intoxication of any person;
   b. Furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
   c. Violation of any law or regulation relating to the sale, distribution or use of alcoholic beverages.

   However, part a. of this exclusion applies only if the person or entity seeking coverage is in the business of manufacturing, distributing, selling or furnishing alcoholic beverages.

6. **Punitive or Exemplary Damages**

   We cannot be made to pay punitive or exemplary damages, fines or penalties.

7. **Workers Compensation and Similar Laws**

   Any obligation of any person under any Workers Compensation, disability benefits, occupational injury or unemployment compensation or similar law.

8. **Employer's Liability**

   Any **named insured** or **organizational insured** against **bodily injury** or **personal injury** to:
   a. any employee whose injury arises out of and in the course of their employment by you or an **organizational insured**; or
   b. The spouse, child, parent, brother or sister of that employee as a consequence of paragraph a. above.

   This exclusion applies:
   a. Whether you or the **organizational insured** may be liable as an employer or in any other capacity; and
   b. To any obligation to share damages with or repay another entity that must pay damages because of the **injuries incurred**

9. **Property in Care, Custody or Control**

   **Property damage** to property owned by, loaned to, rented to, or in the care, custody or control of you or any **organizational insured**. But this exclusion does not prevent coverage for liability for **property damage**, if otherwise covered, to the premises, fixtures or contents which a **named insured** or **organizational insured** rents or hires for use at, or as the location of, the **event**.

10. **Contract or Bailment Liability**

    Damages for which any person seeking coverage under this policy is obligated to pay by reason of assumption of liability in a contract or agreement or by bailment. However this exclusion does not eliminate coverage for **property damages**:
    a. That any person seeking coverage under this policy would have in the absence of the contract, bailment or agreement, and which are otherwise covered under this policy; or
    b. Assumed by a **named insured** in a contract or agreement that is an **insured contract**.

11. **Bodily Injury or Personal Injury;**

    a. To a **named insured**;
    b. To your partners or managers; a co-employee while in the course of his or her employment or performing duties related to the conduct of your business, or **volunteer workers** while performing duties related to the conduct of your business, if such **bodily injury** or **personal injury** is caused by a co-employee or another **volunteer worker**;
    c. To the spouse, child, parent, brother or sister of an employee injured as a consequence of paragraph b. above;
    d. For which there is any obligation to share damages with or repay another entity that must pay damages because of an injury described in paragraph b. or c. above;
    e. Arising out of the transmission of a communicable disease by you or an **organizational insured**; or
    f. Arising out of actual or threatened sexual abuse or molestation, corporal punishment, or physical or mental abuse.

12. **Material Published With Knowledge of Falsity**

    **Personal injury** arising out of oral or written publication of material, if done by or at the direction of anyone seeking coverage with knowledge of its falsity.

13. **Material Published Prior to Event Date**

    **Personal injury** arising out of oral or written publication of material whose first publication took place before the date of the **event** shown in the **declarations page**.

14. **Criminal Acts**

    **Personal injury** arising out of a criminal act committed by or at the direction of anyone seeking coverage.

15. **Breach of Contract**

    **Personal injury** arising out of a breach of contract.

16. **Electronic Chatrooms or Bulletin Boards**

    **Personal injury** arising out of the use of an electronic chatroom or bulletin board.

17. **Professional Services**

    **Bodily injury**, **property damage** or **personal injury** arising out of the rendering or failing to render professional services.

18. **Pyrotechnics, Fireworks, and Laser Light Shows**

    **Bodily injury**, **property damage**, or **personal injury** arising out of the preparation or presentation of a pyrotechnic show, firework display, or laser light production.

19. **Act or Omission of Provider**

    **Bodily injury**, **property damage** or **personal injury** arising out of the acts or omissions of any provider of goods or services in conjunction with the **event**, whether or not a paid contractor or vendor.

20. **Pollution**

    **Bodily injury**, **property damage** or **personal injury** arising out of the presence of or the actual, alleged or threatened release, discharge, escape, dispersal, seepage or migration of **pollutants**. This exclusion does not apply to **bodily injury**, **property damage** or **personal injury** caused by heat, smoke or fumes from a hostile fire. As used in this exclusion a hostile fire is one which is unintended, breaks out from where it was intended to be, or becomes uncontrollable.

21. **Pollution Expense**

    Any loss, cost or expense arising out of any governmental direction or request that you or any **organizational insured** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize **pollutants**.

**Section 6: Limits of Liability**

1. The limits of liability shown in the **declarations page**, and the following provisions, establish the most we will pay regardless of the number of:
   a. **Named insureds** or **organizational insureds**;
   b. Claims made or suits brought;
   c. **Hosting facility insureds**, if any;
   d. Persons injured; or
   e. Items of property damaged.

2. The general aggregate limit is the most we will pay for all damages to which this insurance applies regardless of the number of **incidents** occurring within the scope of this policy.

3. The each occurrence limit is the most we will pay for the total sum of all **bodily injuries**, **property damage** or **personal injuries** arising out of any one **incident**.

## Section 7: Duties in the Event of Loss or Damage

In the event of an **incident** you (or someone acting for you) must inform us, or our authorized representative, as soon as reasonably practicable. The notice must give:

1. The time, place and other facts; and
2. The names and addresses of all involved persons and witnesses.

In addition to providing us with notice, anyone claiming coverage under this policy must:

1. Cooperate with and assist us in any manner concerning a claim or suit;
2. Cooperate with us to enforce any right of contribution or indemnity from any person or organization who may have liability arising out of the **incident**;
3. Promptly send to us any legal papers received relating to any suit or claim; and
4. Submit to examinations by us, under oath, as we may reasonably require.

## Section 8: Other Insurance

The insurance we provide in this policy is primary.

## Section 9: General Conditions

**Conformity to State Law**. When any policy provision is in conflict with the applicable law of the state in which this policy is issued, the law of the state will apply.

**Declarations**. By accepting this policy you agree that:

1. The statements on the application for this policy are your own;
2. This policy is issued in reliance upon the truth of those representations; and
3. This policy form, the **declarations page** and any endorsements listed on the **declarations page** include all agreements existing between you and us.

**False or Fraudulent Acts**. Any fraud, intentional misstatement or concealment in the application, or in making of a claim or otherwise howsoever, shall render this insurance void, and all claims hereunder shall be forfeited. Submitting, or knowingly aiding or abetting another in presenting a claim under this policy will also render the insurance void and payment will be denied.

**Assignment**. This policy may not be assigned in whole or in part without our consent.

**Change or Waiver of Policy Provisions**. If we make a change that broadens coverage under this edition of our policy without additional premium charge, the policy will automatically provide the broadened coverage when effective in your state. However, changes implemented through introduction of a subsequent edition of our policy forms will not be automatically provided. A waiver or any other change of a provision of this policy must be in writing by us to be valid.

**Our Right to Recover from Others**. After we have made payment under this policy, we have the right to recover the payment from anyone who may be held responsible. You and anyone we indemnify must sign any papers and do whatever else is necessary to transfer this right to us. You and anyone we indemnify must do nothing to affect our rights.

**Suit Against Us**. No action will be brought unless there has been compliance with the policy provisions and the action is started within one (1) year after the alleged loss.

**Non-Cancellation**. This insurance cannot be cancelled except for non-payment of premium. In the event of non-payment of premium, we may cancel this insurance upon fifteen (15) days written notice to you by certified or registered mail at the mailing address shown in the **declarations page**.

**Currency**. Unless otherwise agreed to by us in writing, premiums and losses due hereunder shall be paid in United States Dollars at the rates of exchange ruling when and where the loss occurs.

**Bankruptcy**. We are not relieved of any obligation under this policy because of the bankruptcy or insolvency of any person or entity otherwise entitled to coverage under this policy.

**Section 10: Hosting Facility Liability Coverage Option**

This coverage option provides primary liability insurance coverage for a **hosting facility insured**, subject to the definitions, exclusions, conditions and limits of liability of this policy. This option does not increase the limits of liability afforded by this policy.

**Hosting facility insured** means any facility, entity or site (including hotel, restaurant, hall or reception center) identified in the **declarations page** with Hosting Facility Insured Extension or on a certificate of insurance issued by us or our agent.

We will pay damages, including prejudgment interest, due to an **accident** for which a **hosting facility insured** becomes legally liable because of **bodily injury** or **property damage** arising out of the **event**. The liability coverage provided to a **hosting facility insured** applies only to liability of the **hosting facility insured** which results solely from fault or wrongdoing on the part of a **named insured** or **organizational insured**.

We will defend any such suit seeking those damages, even if the allegations are false or groundless, with legal counsel of our choice. We may investigate any **accident** and may settle any claim for these damages as we think appropriate. We are not obligated to pay any claim or judgment, or defend any suit, if we have already exhausted the limit of liability set forth in the **declarations page** by paying judgments or settlements.

**Additional Exclusions Applicable to Hosting Facility Insureds**

The exclusions of Section 5 of this policy apply and in addition:

1. No coverage is extended to a **hosting facility insured** for fault or wrongdoing related to, arising from, or resulting from, in whole or in part, acts or omissions of the **hosting facility insured**, its employees or agents.
2. We do not cover any **hosting facility insured** against **bodily injury** to any employee of the **hosting facility insured** arising out of or in the course of their employment by the **hosting facility insured** or performing duties relating to the **hosting facility insured's** business.

This policy is signed at the Home Office of the company by its secretary and president.

**MARKEL AMERICAN INSURANCE COMPANY**
**Glen Allen, Virginia**

Kathleen Anne Sturgeon Matthew Parker

Kathleen A. Sturgeon
Secretary

Matthew Parker
President

# MARKEL AMERICAN INSURANCE COMPANY

## COMMERCIAL LIQUOR LIABILITY EXCLUSION ENDORSEMENT

In consideration of the premium paid, it is hereby agreed and understood that your policy is amended as follows:

Under **Section 5: Bodily Injury, Property Damage and Personal Injury Exclusions**, item 5. is deleted in its entirety and replaced with the following:

5. **Commercial Liquor Liability**
   **Bodily injury** or **property damage** for which anyone may be held liable by reason of:
   a. Causing or contributing to the intoxication of any person;
   b. Furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
   c. Violation of any law or regulation relating to the sale, distribution or use of alcoholic beverages.

All other terms, conditions, and limitations of the policy remain unchanged.

# MARKEL AMERICAN INSURANCE COMPANY

## INDIANA NOTICE TO POLICYHOLDER

**Questions regarding your policy or coverage should be directed to:**

**Markel American Insurance Company**
**P.O. Box 906**
**Pewaukee, WI 53072-0906**
**(800) 236-2862**

If you:
(a) need the assistance of the governmental agency that regulates insurance; or
(b) have a complaint you have been unable to resolve with your insurer
you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance
Consumer Services Division
311 West Washington Street, Suite 300
Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaints can be filed electronically at *www.in.gov/idoi*

# MARKEL AMERICAN INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## TRADE OR ECONOMIC SANCTIONS

The following is added to this policy:

**Trade Or Economic Sanctions**

This insurance does not provide any coverage, and we (the Company) shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us (the Company) to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions remain unchanged.

MISCELLANEOUS PAYMENT RECPT#: 2223228
City of Lafayette, IN
20 N 6th St
Lafayette IN 47901

DATE: 07/06/20 TIME: 16:23
CLERK: sscott DEPT:
CUSTOMER#: 999
MISC CUSTOMER
COMMENT:

CHARGES:
APG1 APPLICATION FEE 25.00
AMOUNT PAID: 25.00

PAID BY: KATHLEEN LESZCZSNSKI
PAYMENT METH: CASH

REFERENCE:

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

Lafayette City Board of Public Works July 21, 2020

Re: 2020 Byrne Local Law Enforcement Assistance Grant

Honorable Board Members,

I am writing to respectfully inform you that the Lafayette Police Department intends to submit a proposal for the 2020 Byrne Local Law Enforcement Assistance Grant. The Department of Justice (DOJ) has determined that the Lafayette Police Department is eligible for funding in the amount of $29,261.00. This determination is based on a "formula" employed by the DOJ which calculates how the aggregate appropriation will be distributed among municipal police agencies that submit Uniform Crime Report data to the FBI. The specific amount of an individual award is then based on the number of Part I Crime arrests (i.e. murder, robbery, rape, arson, aggravated assault, burglary, theft and auto theft) made by the reporting agency.

A requirement of this grant is that prospective grantees must notify a local governing body of their intent to apply for these funds not fewer than 30 days prior to submitting the grant application. Thus, I am seeking to fulfill this requirement through this notice at this time. I will be present during the Board of Works meeting on July 21, 2020 to publicly make notice of our intent and to answer any questions you might have.

Also, the DOJ has determined that the fund amount for which LPD is eligible is a "disparate allocation". This designation requires LPD to enter into an agreement with the Tippecanoe County Sheriff's Department as to how the money will be allocated between the two departments. A Memorandum of Understanding documenting the agreed distribution amounts will be available at the meeting on the 21st.

Thank you for your time and consideration.

Respectfully Submitted,

Deputy Chief Brad Bishop
Lafayette Police Department

The Lafayette Police Department will apply for a Byrne Local Law Enforcement Assistance Grant. Any questions or concerns may be directed to Deputy Chief Brad Bishop at bpbishop@lafayette.in.gov or 765-807-1211.