



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

Meeting: August 11, 2020

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

- a. August 4, 2020

Documents:

[08042020.pdf](#)

NEW BUSINESS

Engineering

- a. Change Order #3 (Final)-Wabash River Promenade (Smock Fansler)

Documents:

[Wabash River Promenade-Smock Fansler Change Order 3 FINAL.pdf](#)

- b. St. Boniface School – Road Closure Request

Documents:

[St. Boniface School-Road Closure Request.pdf](#)

Parks Department

- a. Memorial Island Phase 3 (Columbian Park)-Contract With Alt & Witzig Engineering For Stage, Band Shell And Supporting Building Testing Services

Documents:

[Memorial Island Phase 3-Contract with Alt and Witzig for Stage, Band Shell and Support Building.pdf](#)

- b. Memorial Island Phase 3 (Columbian Park)-Contract With Alt & Witzig Engineering For Engineering Testing And Inspection Services For Bridge Foundation And Retaining Wall

Documents:

[Memorial Island Phase 3-Contract with Alt and Witzig Engineering for Bridge Foundation and Retaining Wall.pdf](#)

Lafayette Housing Authority

- a. Release Of Mortgage-1104 Cincinnati Street, Lafayette Indiana

Documents:

[MORT REL 2020 - 1104 Cincinnati.pdf](#)

- b. Release Of Covenant For Deed Restrictions-1104 Cincinnati Street, Lafayette Indiana

Documents:

[Deed Rest Release - 1104 Cincinnati.pdf](#)

- c. Release Of Mortgage-409-411 Park Avenue, Lafayette Indiana

Documents:

[MORT REL - 409-411 Park.pdf](#)

- d. Release Of Covenant For Deed Restrictions-409-411 Park Avenue, Lafayette Indiana

Documents:

[Deed Rest Release - 409-411 Park.pdf](#)

CLAIMS

MISCELLANEOUS

- a. Special Event Request-Downtown Outdoor Dining

Documents:

[Downtown Outdoor Dining-City of Lafayette and Friends of Downtown.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
August 4, 2020

Regular Session:

The Board of Public Works and Safety met in regular session on Tuesday, August 4, 2020 at 9:00 a.m. in the Common Council Chambers. Members present were: Gary Henriott, Cindy Murray, Amy Moulton, Norm Childress and Ron Shriner

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

President Henriott called the meeting to order.

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

MINUTES

Mrs. Moulton moved for approval of the minutes from the July 28, 2020 regular meeting. Mrs. Murray seconded. Passed.

NEW BUSINESS

Engineering

Addendum #22-Utility Service Agreement for Daugherty Commerce Center/A Storage Inn

Jeromy Grenard, Public Works Director, presented to the Board and recommended approval of Addendum #22 for the Utility Service Agreement for Daugherty Commerce Center/A Storage Inn. This is the development on the northwest corner of Veterans Memorial Parkway and Concord Road. This is for Lot 14 and includes 6.6 acres site. Mr. Childress moved for approval. Mr. Shriner seconded. Passed.

Lafayette Housing Authority

CDBG Conflict of Interest Disclosure Statement-SHARP

Michelle Reynolds, Lafayette Housing Authority Director, announced the CDBG Conflict of Interest Disclosure Statement for the SHARP Program. Mrs. Reynolds read the following signed statement into the record:

CONFLICT OF INTEREST DISCLOSURE PURSUANT TO 24 CFR § 570.611

Pursuant to the requirements of 24 CFR 570.611, the following conflict of interest is disclosed:

1. The CDBG Senior Home Assistance Repair Program is an owner-occupied rehab program for seniors and persons with disabilities who could not otherwise afford critical or emergency repairs to their homes. In that way, it serves as a crucial tool in assisting clients to maintain their independence.
2. The CDBG Senior Home Assistance Repair Program includes repairs that include roof repairs, heating/air conditioning units, showers, water heaters, replacement of windows and doors, and accessibility modifications, such as high- rise commodes and low-rise tub enclosures.
3. Cindy Murray is the Clerk of the City of Lafayette.

4. Cindy Murray's parents, Jerry and Bette Taylor, qualify for the CDBG Senior Home Assistance Repair Program. The condition of their shower was determined to be in bad condition as it leaks in the bathroom and into the neighboring bedroom closet.
5. The Taylors reside at 3928 Monitor Mill Drive which is within the in the program area. After accessing the condition of the shower, the owner will contribute funds to the rehabilitation cost.
6. The City's total cost repair to the shower floor and walls is \$5,355.00.
7. Cindy Murray did not request 3928 Monitor Mill Drive be assisted through the CDBG Senior Home Assistance Repair Program. The request came from the Taylors, the property owners, and it was reviewed and recommended by the TCCA Senior Hosing Repair Program.
8. 24 CFR 570.611 requires the public disclosure of Cindy Murray conflict of interest.
9. The Lafayette Housing Authority became aware of the conflict March 11th and verbally notified the CPD Field Office on March 18th and is submitting this disclosure and request for exception to HUD.

Discussion ensued regarding the normal turnaround time for this program.

Purchasing

Declaration of Worthless Property-Lafayette Renew

Dave Payne, Purchasing Manager, presented to the Board and recommended approval of a Declaration of Worthless Property for the Lafayette Renew that includes 3 pumps that will be scrapped. The pumps include a pump located at Vinton LS Pump #2, Mason's Ridge LS Pump #1; and Secondary Sump Pit Pump. Mrs. Moulton moved for approval. Mr. Childress seconded. Passed.

CLAIMS

Tim Clary, Controller, presented for Board approval, Claims in the amount of \$3,949,527.29. Mr. Childress asked a question on Page 14 regarding a bulldozer rental for \$7,450.00. Mr. Clary stated that the rental was in addition to the contract. Mr. Childress asked a question on Page 13 regarding the Neptune Hardware Software Maintenance invoice as a standard invoice or annual. Mr. Clary stated that this invoice is an annual amount that includes new receivers for water meters etc. Mr. Childress asked a question on Page 13 regarding the CSO Long Term Control Plan with Greely and Hansen and how far along is that project. Mr. Clary stated that it is 16% complete. Mrs. Moulton moved for approval. Mr. Shriner seconded. Passed.

Time: 9:10 a.m.

BOARD OF PUBLIC WORKS AND SAFETY

Gary Henriott s/s

President

ATTEST: Mindy Miller s/s

Mindy Miller, 1st Deputy Clerk

Minutes written by Mindy Miller, 1st Deputy Clerk

*A digital audio recording of this meeting is available in the Lafayette City Clerk's Office or online at <http://www.lafayette.in.gov/agendacenter>.

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



Engineering Department

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

**CHANGE ORDER #3 (FINAL)
 (CONTRACTOR’S CHANGE ORDERS #3, 4, 5)**

The following change is authorized to the agreement dated, **October 4, 2016** for work performed on the **Wabash River Promenade**:

<u>Description of Change</u>	<u>Reason for Change</u>	<u>Change in Cost (+ / -)</u>
Item 1: Contractor’s CO #3	Change in Scope: Addition of a center railing for the wide poured-in-place staircase	\$ 8,450.00 +
Item 2: Contractor’s CO #4	Change in Scope: Curb repair and addition of protective stainless steel plate	\$ 1,489.00 +
Item 3: Contractor’s CO #5	Change in Scope: Contractor directed to remove and replace curb on ramp south of MARQ building	\$12,300.00 +

Contract Amount (Original)	\$	312,500.00
Previous changes	\$	39,365.00
This change	\$	22,239.00 +
Revised Contract Amount	\$	374,104.00

Net change (all change orders) 19.7% of contract

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

Date: 8/6/2020

Signed: See attachments

Date: _____

Approved by the Board of Public Works and Safety on the 11th day of August, 2020.

Gary Henriott, President

Norm Childress, member

Cindy Murray, member

Amy Moulton, member

Ron Shriner, member

ATTEST:

Mindy Miller, 1st Deputy Clerk

Date: _____

CHANGE ORDER
EDWARDS-RIGDON CONSTRUCTION CO., INC.

PROJECT NAME: Wabash River Promenade
(address:) 200 N. 2nd Street
 Lafayette, IN 47901

E-R JOB #: 16-501
C.O. DATE: 8/3/2020

CONTRACTOR: Smock Fansler
(address:) 2910 W. Minnesota Street
(city,state,zip:) Indianapolis, IN 46241

CHANGE ORDER # 3
COST CODE: _____

The Contract is changed as follows:

Add grab rail section to center of upper and lower stair cases and curb along lower ada ramp.	8,450.00

This Change Order is not valid until signed by Edwards-Rigdon and Subcontractor representatives.

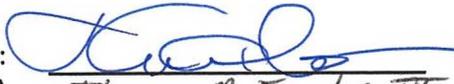
Original Contract Amount.....	\$	312,500.00
Previously Approved Change Orders	\$	39,365.00
Contract Amount Prior to the Change.....	\$	351,865.00
Amount of this Change Order.....	\$	8,450.00
Current Contract Amount.....	\$	360,315.00

The Contract Time will be change 0 **days**

All other terms and conditions of the original Agreement remain unchanged and in full force.

Change Order prepared and reviewed by Construction Manager: Jeff Rigdon

Owner Signature: Jeffery L. Grenard
 (typed or printed) Jeffery L. Grenard, PE
Title: City Engineer / Public Works Director
Date: 8/6/2020

Contractor Signature: 
 (typed or printed) Thomas M. Fansler III
Title: President
Date: 8/4/20

PLEASE SIGN AND RETURN ONE SIGNED COPY TO EDWARDS-RIGDON
PO Box 1381, Lafayette, IN 47902-1381

CHANGE ORDER
EDWARDS-RIGDON CONSTRUCTION CO., INC.

PROJECT NAME: Wabash River Promenade
(address:) 200 N. 2nd Street
Lafayette, IN 47901

E-R JOB #: 16-501
C.O. DATE: 8/3/2020

CONTRACTOR: Smock Fansler
(address:) 2910 W. Minnesota Street
(city,state,zip:) Indianapolis, IN 46241

CHANGE ORDER # 4
COST CODE: _____

The Contract is changed as follows:

Stainless Steel Curb Protection: Fabricate and install stainless steel, patch concrete	1,489.00

This Change Order is not valid until signed by Edwards-Rigdon and Subcontractor representatives.

Original Contract Amount.....	\$	312,500.00
Previously Approved Change Orders	\$	47,815.00
Contract Amount Prior to the Change.....	\$	360,315.00
Amount of this Change Order.....	\$	1,489.00
Current Contract Amount.....	\$	361,804.00

The Contract Time will be change 0 **days**

All other terms and conditions of the original Agreement remain unchanged and in full force.

Change Order prepared and reviewed by Construction Manager: Jeff Rigdon

Owner Signature: Jeremy L. Grenard
(typed or printed) Jeremy L. Grenard, PE
Title: City Engineer / Public Works Director
Date: 8/6/2020

Contractor Signature: 
(typed or printed) Thomas M. Fansler III
Title: President
Date: 8/4/20

PLEASE SIGN AND RETURN ONE SIGNED COPY TO EDWARDS-RIGDON
PO Box 1381, Lafayette, IN 47902-1381

**CHANGE ORDER
EDWARDS-RIGDON CONSTRUCTION CO., INC.**

PROJECT NAME: Wabash River Promenade
(address:) 200 N. 2nd Street
 Lafayette, IN 47901

E-R JOB #: 16-501
C.O. DATE: 8/3/2020

CONTRACTOR: Smock Fansler
(address:) 2910 W. Minnesota Street
(city,state,zip:) Indianapolis, IN 46241

CHANGE ORDER # 5
COST CODE: _____

The Contract is changed as follows:

Remove existing curb along ramp South	3,500.00
Place new curb on ramp South	8,800.00
<i>This CO is shown on Smock Fansler billings as CO#3</i>	

This Change Order is not valid until signed by Edwards-Rigdon and Subcontractor representatives.

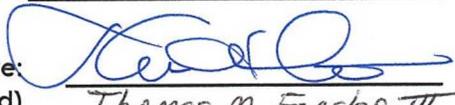
Original Contract Amount.....	\$	312,500.00
Previously Approved Change Orders	\$	49,304.00
Contract Amount Prior to the Change.....	\$	361,804.00
Amount of this Change Order.....	\$	12,300.00
Current Contract Amount.....	\$	374,104.00

The Contract Time will be change 0 **days**

All other terms and conditions of the original Agreement remain unchanged and in full force.

Change Order prepared and reviewed by Construction Manager: Jeff Rigdon

Owner Signature: Jeremy L. Grenard
 (typed or printed) Jeremy L. Grenard, PE
Title: City Engineer / Public Works Director
Date: 8/6/2020

Contractor Signature: 
 (typed or printed) Thomas M. Fansler III
Title: President
Date: 8/4/20

**PLEASE SIGN AND RETURN ONE SIGNED COPY TO EDWARDS-RIGDON
 PO Box 1381, Lafayette, IN 47902-1381**



Office of the City Engineer

20 North 6th Street • Lafayette, Indiana 47901-1412

Phone 765-807-1050 • FAX 765-807-1049

TO: Board of Public Works and Safety

FROM: Jeromy L. Grenard, PE *Jeromy L. Grenard*
City Engineer

RE: Road closure request

DATE: August 11, 2020

This memo serves as our recommendation for approval of the attached road closure request submitted by Sr. Lenore Schwartz, Principal of the St. Boniface School.

I have communicated with Sergeant Scott Anderson of the Police Department, and both of us feel that this petition can be granted and the safety and welfare of the school children and public can be reasonably maintained.

We have communicated to the school that they must use a standard high-visibility Type-III safety barricade at each end of the closure that must be set daily and returned to the area beyond the curb outside of the closure periods.



St. Boniface Catholic School

813 North Street • Lafayette, IN 47901 • Phone: 765.742.7913 • Fax: 765.423.4988

July 29, 2020

Lafayette Police Department
City of Lafayette
Engineering Office
Sargent Anderson

To Whom It May Concern:

I am the principal of St. Boniface School located on 813 North Street. In planning safely for the coming school year, we are required to divide the students into “cohorts”. This means that the students remain always with their same group and may not mix with other students from other groups. Thus, 4th graders are always with 4th graders, 5th graders with 5th graders, etc.

We have everything worked out except recess. As you know, St. Boniface is limited in play area. We have two parking lots between the church/school and Ferry Street. Normally the students all play together on the two parking lots for 30 minutes. However, I must separate the students. Grade 6 will play on the parking lot between St. Boniface Church and Ferry. Grade 5 will play on the parking lot between St. Boniface School gym and Ferry. I need a place for Grade 4 students to play.

I would like to receive permission to put a barricade on North Street directly in front of the school.

Location: The closure would be North Street from St. Michael Center to 8th St.

- It would not block the alley on 9th Street that leads to the apartment.
- It would not block the LUM parking lot off 8th Street next to school
- It would not block the parking lot used by the Thieme accounting firm
- It would not block the parking lot used by the Baptist Church

Time: The closure would be 30 minutes on school days from 11:35 to 12:05

Dates: The closure would only be on school days beginning August 17, 2020
I will be able to submit a calendar to you once school days are approved.

Supervision: An adult will supervise the students for the 30 minutes



St. Boniface Catholic School

813 North Street • Lafayette, IN 47901 • Phone: 765.742.7913 • Fax: 765.423.4988

I do know that St. Boniface Church has 12:10 weekly Mass. However, this 30 minute closure on North Street will not interfere with the people parking for Holy Mass.

On Monday, July 27, 2020 I spoke with Sargent Anderson over the phone and he gave me verbal permission to accomplish this.

I do appreciate your consideration of this road closure during school days. If during the course of the school year, we need to close school and go back online, I will notify the police department.

Thank you

Sr. Lenore Schwartz

Sr. Lenore Schwartz OSF

Principal

St. Boniface School

Contact Information:

Email: srlenore@lcss.org

School Phone: 765-742-7913

Cell Phone: 765-418-5700



August 11, 2020

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

Dear Board Members:

You have before you a contract for engineering testing and inspection services with Alt & Witzig Engineering, Inc. for the Memorial Island Phase 3 project: Stage, band shell, and support building testing services. The major components of this contract include the following:

- Performing various quality control inspections and tests during the construction process.
- This scope includes, but is not limited to, concrete foundations, concrete walls, backfill compaction, structural steel inspections, and masonry testing.

The cost estimate of this contract is \$12,908.50 with work to begin on August 3, 2020 and anticipated completion in June 2021.

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

Sincerely,

A handwritten signature in black ink that reads "Claudine Laufman". The signature is written in a cursive, flowing style.

Claudine Laufman
Superintendent
Lafayette Parks and Recreation



Alt & Witzig Engineering, Inc.

3311 Imperial Parkway, Suite F • Lafayette, Indiana 47909
(765) 477-0484 • Fax (765) 477-0549

April 15, 2020

Ms. Claudine Laufman, Superintendent
Lafayette Parks & Recreation
City of Lafayette
20 North 6th Street
Lafayette, IN 47901

Re: Memorial Island Phase 03 at Columbian Park
Stage, Band Shell, & Support Building
Testing Services Proposal
Lafayette, Indiana
Proposal No. 20I134

Dear Claudine,

Pursuant to your request, Alt & Witzig Engineering, Inc., would like to furnish you with the applicable unit rates for the materials testing and inspection services required for the above referenced project.

It is proposed that our fee for the performance of any inspection or testing services be determined on a unit charge basis in accordance with the enclosed Schedule of Services and Fees for Construction Quality Control. Based on our review of project drawings and specifications, we have estimated that the total cost of testing services for the Stage, Band Shell, and Support Building will be on the order of \$12,908.50. Please note that this is only an estimate, and all services will be billed in accordance with the attached fee schedule.

In addition, we have reviewed and agree to the City of Lafayette Standard Terms and Conditions attached to this proposal.

Thank you for the opportunity to offer our services. We look forward to working with you on this project.

Very truly yours,
ALT & WITZIG ENGINEERING, INC.

Mike Rose
Sr. Project Manager

Enclosures

Offices:

Indianapolis • Evansville • Fort Wayne • Merrillville • Lafayette • South Bend • Terre Haute, Indiana
Cincinnati • Dayton • Columbus, Ohio
Louisville, Kentucky • Des Moines, Iowa • Grand Island Nebraska • Wichita, Kansas

**Subsurface Investigation and Foundation Engineering
Construction Materials Testing and Inspection
Environmental Services**



Alt & Witzig Engineering, Inc.

3311 Imperial Parkway, Suite F • Lafayette, Indiana 47909
(765) 477-0484 • Fax (765) 477-0549

Alt & Witzig Engineering, Inc. 2020 Fee Schedule Construction Materials Testing and Inspection

Professional Services	Unit Price	Unit
Senior Engineering Technician		
Regular Time	\$ 33.25	Hour
Overtime	\$ 49.85	Hour
Structural Steel/NDT Inspector, Level II		
Half-Day (up to 4 hours on-site)	\$700.00	Half-Day
Full Day (4 to 8 hours on-site)	\$1,350.00	Full-Day
Field Engineer	\$ 61.75	Hour
Project Manager	\$ 72.25	Hour
Sr. Project Manager	\$104.50	Hour
Mileage	\$ 0.66	Mile
Laboratory Testing Services	Unit Price	Unit
Concrete Cylinders, ASTM C 39	\$ 10.15	Each
Standard Proctor (D698)	\$159.00	Each
Modified Proctor (D1557)	\$182.00	Each
Mortar Compressive Strength	\$ 15.75	Each
Grout Compressive Strength	\$ 15.75	Each
Sieve Analysis	\$ 94.00	Each
Equipment Fees	Unit Price	Unit
Nuclear Density Machine	\$ 57.65	Day
Housel Penetrometer	\$ 25.50	Day
Asphalt Extraction	\$158.00	Day
Ultrasonic Testing Meter	\$ 79.00	Day
UT Couplant	\$ 8.75	Day

NOTE: This is only a partial list of services offered by Alt & Witzig Engineering. Fees for other services are available upon request. *Field services are charged with a three (3) hour minimum for trips made to the site.* A one-day notice is preferred for scheduling field services. The regular time rates apply to work performed within eight (8) hours, during a normal workday. A normal day is from 7:00 a.m. - 6:00 p.m. excluding Saturdays, Sundays, and holidays. These charges have been established as guidelines and their applicability to a specific project should be confirmed with Alt & Witzig Engineering.



Alt & Witzig Engineering, Inc.
3311 Imperial Parkway, Suite F • Lafayette, Indiana 47909
(765) 477-0484 • Fax (765) 477-0549

COST ESTIMATE

Memorial Island Phase 03 at Columbian Park
Lafayette, Indiana

STAGE, BAND SHELL, & SUPPORT BUILDING

CONCRETE FOUNDATIONS & WALLS:	Est. 10 Half-Days (4 hrs. on-site) @ \$180 / Half-Day =	\$1,800.00
BACKFILL COMPACTION TESTING:	Est. 10 Days (8 hrs. on-site) @ \$354 / Day =	\$3,540.00
OTHER CONCRETE PLACEMENTS:	Est. 20 Half-Days (4 hrs. on-site) @ \$155 / Half-Day =	\$3,100.00
STRUCTURAL STEEL INSPECTIONS:	Est. 2 Half-Days (4 hrs. on-site) @ \$700 / Half-Day =	\$1,400.00
MASONRY TESTING & INSPECTION:	Est. 2 Half-Days (4 hrs. on-site) @ \$283 / Half-Day =	\$566.00
CONCRETE CYLINDERS:	Est. 150 Cyls. @ \$10.15 / Ea. =	\$1,522.50
GROUT TESTS:	Est. 8 @ \$15.75 / Each =	\$126.00
MORTAR TESTS:	Est. 8 @ \$15.75 / Each =	\$126.00
MODIFIED PROCTOR:	Est. 4 @ \$182 / Each =	\$728.00
PROJECT MANAGEMENT:	Est. 20 Hrs. @ \$102.50 / Hr. =	<u>\$2,050.00</u>
TOTAL COST ESTIMATE (Stage, Band Shell, & Support Building)		\$12,908.50

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 extent 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.



Alt & Witzig Engineering, Inc.

3311 Imperial Parkway, Suite F • Lafayette, Indiana 47909
(765) 477-0484 • Fax (765) 477-0549

PROPOSAL ACCEPTANCE AGREEMENT

Project Name: Memorial Island, Phase 3 – Stage, Band Shell, and Support Buildings

Project Location: Columbian Park, Lafayette, Indiana

Description of Services: Construction Materials Testing & Inspections

Alt & Witzig Proposal # 201134 Alt & Witzig Project # _____

APPROVAL & PAYMENT OF CHARGES – Invoices will be charged and mailed to the account of:

Firm Lafayette Parks & Recreation

Address 20 North 6th Street

City Lafayette State Indiana Zip 47901

Telephone 765. 807.1500 Fax _____

PAYMENT TERMS: Net 30 days. All services are to be billed in accordance with the attached proposal. Invoices for completed work will be issued every month for continuous or extended projects unless otherwise agreed.

PROPERTY OWNER IDENTIFICATION (If other than above)

Name _____

Address _____

City _____ State _____ Zip _____

Telephone () _____ Fax () _____

SPECIAL PROVISIONS _____

Please note that Alt & Witzig Engineering, Inc. reserved the right to withhold all reports until such time we receive a signed Proposal Acceptance Agreement or with other written authorization referencing this AGREEMENT in its entirety. This agreement together with Alt & Witzig Engineering’s proposal and Unit Fee Schedule constitute the entire agreement between the client and Alt & Witzig Engineering, Inc. and supersedes all prior written or oral understandings.

PROPOSAL ACCEPTED BY: _____

TITLE: _____

DATE ACCEPTED: _____

Offices:

Cincinnati, Ohio • Columbus, Ohio
Indianapolis • Evansville • Ft. Wayne • Lafayette • Merrillville • Terre Haute, Indiana

Subsurface Investigation and Foundation Engineering
Construction Materials Testing and Inspection
Environmental Services

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

Gary Henriott, President

Cindy Murray, member

Norm Childress, member

Ronald Shriner, member

Amy Moulton, member

ATTEST:

Mindy Miller, 1st Deputy Clerk

Date: _____



August 11, 2020

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

Dear Board Members:

You have before you a contract for engineering testing and inspection services with Alt & Witzig Engineering, Inc. for the Memorial Island Phase 3 project: Bridge foundation and retaining wall systems for the base bid and additional retaining wall inspection for Alternate #1. The major components of this contract include the following:

- Performing various quality control inspections and tests during the construction process.
- This scope includes, but is not limited to, foundations, concrete walls, backfill compaction, structural steel inspections, and retaining wall installation observations.

The cost estimate of this contract is \$36,592.50 for the base bid and \$27,445.00 for the services associated with Alternate #1. Total cost estimate for these services is \$64,037.50. Work will begin on August 3, 2020 and anticipated completion is June 2021.

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

Sincerely,

A handwritten signature in black ink that reads "Claudine Laufman". The signature is written in a cursive, flowing style.

Claudine Laufman
Superintendent
Lafayette Parks and Recreation



Alt & Witzig Engineering, Inc.

3311 Imperial Parkway, Suite F • Lafayette, Indiana 47909
(765) 477-0484 • Fax (765) 477-0549

June 12, 2020

Ms. Claudine Laufman, Superintendent
Lafayette Parks & Recreation
City of Lafayette
20 North 6th Street
Lafayette, IN 47901

Re: Memorial Island Phase 03 at Columbian Park
Retaining Wall and Foundation Observation
Lafayette, Indiana
Proposal No. 20L016R1

Dear Claudine,

Pursuant to your request, Alt & Witzig Engineering, Inc., would like to furnish you with the applicable unit rates for the materials testing and inspection services required for the above referenced project.

It is proposed that our fee for the performance of any inspection or testing services be determined on a unit charge basis in accordance with the enclosed Schedule of Services and Fees for Construction Quality Control. Based on our review of project drawings, specifications, and preliminary construction schedule, we have estimated that the total cost of testing services for the bridge foundation and retaining wall systems base bid will be on the order of \$36,592.50. The cost for services in relation to Alternate No. 1 will be on the order of \$27,445.00. Please note that this is only an estimate, and all services will be billed in accordance with the attached fee schedule.

Thank you for the opportunity to offer our services. We look forward to working with you on this project.

Very truly yours,

ALT & WITZIG ENGINEERING, INC.

Michael T. Ash
Sr. Project Manager

Enclosures

Offices:

Indianapolis • Evansville • Fort Wayne • Merrillville • Lafayette • South Bend • Terre Haute, Indiana
Cincinnati • Dayton • Columbus, Ohio
Louisville, Kentucky • Des Moines, Iowa • Grand Island Nebraska • Wichita, Kansas

*Subsurface Investigation and Foundation Engineering
Construction Materials Testing and Inspection
Environmental Services*



Alt & Witzig Engineering, Inc.

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Alt & Witzig Engineering, Inc. 2020 Fee Schedule Construction Materials Testing and Inspection

Professional Services	Unit Price	Unit
Senior Engineering Technician		
Regular Time	\$ 33.25	Hour
Overtime	\$ 49.85	Hour
Structural Steel/NDT Inspector, Level II		
Half-Day (up to 4 hours on-site)	\$700.00	Half-Day
Full Day (4 to 8 hours on-site)	\$1,350.00	Full-Day
Field Engineer	\$ 61.75	Hour
Project Manager	\$ 72.25	Hour
Sr. Project Manager	\$104.50	Hour
Mileage	\$ 0.66	Mile
Laboratory Testing Services	Unit Price	Unit
Concrete Cylinders, ASTM C 39	\$ 10.15	Each
Standard Proctor (D698)	\$159.00	Each
Modified Proctor (D1557)	\$182.00	Each
Mortar Compressive Strength	\$ 15.75	Each
Grout Compressive Strength	\$ 15.75	Each
Sieve Analysis	\$ 94.00	Each
Equipment Fees	Unit Price	Unit
Nuclear Density Machine	\$ 57.65	Day
Housel Penetrometer	\$ 25.50	Day
Asphalt Extraction	\$158.00	Day
Ultrasonic Testing Meter	\$ 79.00	Day
UT Couplant	\$ 8.75	Day

NOTE: This is only a partial list of services offered by Alt & Witzig Engineering. Fees for other services are available upon request. *Field services are charged with a three (3) hour minimum for trips made to the site.* A one-day notice is preferred for scheduling field services. The regular time rates apply to work performed within eight (8) hours, during a normal workday. A normal day is from 7:00 a.m. - 6:00 p.m. excluding Saturdays, Sundays, and holidays. These charges have been established as guidelines and their applicability to a specific project should be confirmed with Alt & Witzig Engineering.



Alt & Witzig Engineering, Inc.
 3311 Imperial Parkway, Suite F • Lafayette, Indiana 47909
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COST ESTIMATE Revision No. 1

Memorial Island Phase 03 at Columbian Park
Bridge Foundations and Retaining Wall Observation
Lafayette, Indiana

BASE BID:

BRIDGE FOUNDATIONS:	Est. 4 Half-Days (4 hrs. on-site) @ \$210 / Half-Day =	\$840.00
BACKFILL COMPACTION TESTING:	Est. 9 Days (8 hrs. on-site) @ \$354 / Day =	\$3,186.00
ABUTMENT CONCRETE PLACEMENTS:	Est. 6 Half-Days (4 hrs. on-site) @ \$155 / Half-Day =	\$930.00
CONCRETE PLACEMENTS:	Est. 12 Half-Days (4 hrs. onsite) @ \$155 / Half-Day =	\$1,860.00
STRUCTURAL STEEL INSPECTIONS:	Est. 3 Half-Days (4 hrs. on-site) @ \$700 / Half-Day =	\$2,100.00
RETAINING WALL FOUNDATIONS:	Est. 10 Half-Days (4 hrs. on-site) @ \$348 / Half-Day =	\$3,480.00
CONCRETE CYLINDERS:	Est. 90 Cyls. @ \$10.15 / Ea. =	\$913.50
RETAINING WALL INSTALLATION OBSERVATIONS:	Est. 31 Days @ \$693 / Trip =	\$21,483.00
MODIFIED PROCTOR:	Est. 3 @ \$182 / Each =	\$546.00
PROJECT MANAGEMENT:	Est. 12 Hrs. @ \$104.50 / Hr. =	<u>\$1,254.00</u>
BASE BID TOTAL COST ESTIMATE		\$36,592.50

ALTERNATE NO. 1:

RETAINING WALL INSTALLATION OBSERVATIONS:	Est. 39 Days @ \$693 / Trip =	\$27,027.00
PROJECT MANAGEMENT:	Est. 4 Hrs. @ \$104.50 / Hr. =	<u>\$418.00</u>
ALTERNATE NO. 1 COST ESTIMATE		\$27,445.00

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 extent 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.



Alt & Witzig Engineering, Inc.

3311 Imperial Parkway, Suite F • Lafayette, Indiana 47909
(765) 477-0484 • Fax (765) 477-0549

PROPOSAL ACCEPTANCE AGREEMENT

Project Name: Memorial Island, Phase 3 – Retaining Wall and Foundation Observations

Project Location: Columbian Park, Lafayette, Indiana

Description of Services: Construction Materials Testing & Inspections

Alt & Witzig Proposal # 20L016R1 Alt & Witzig Project # _____

APPROVAL & PAYMENT OF CHARGES – Invoices will be charged and mailed to the account of:

Firm Lafayette Parks & Recreation

Address 20 North 6th Street

City Lafayette State Indiana Zip 47901

Telephone 765. 807.1500 Fax _____

PAYMENT TERMS: Net 30 days. All services are to be billed in accordance with the attached proposal. Invoices for completed work will be issued every month for continuous or extended projects unless otherwise agreed.

PROPERTY OWNER IDENTIFICATION (If other than above)

Name _____

Address _____

City _____ State _____ Zip _____

Telephone () _____ Fax () _____

SPECIAL PROVISIONS _____

Please note that Alt & Witzig Engineering, Inc. reserved the right to withhold all reports until such time we receive a signed Proposal Acceptance Agreement or with other written authorization referencing this AGREEMENT in its entirety. This agreement together with Alt & Witzig Engineering’s proposal and Unit Fee Schedule constitute the entire agreement between the client and Alt & Witzig Engineering, Inc. and supersedes all prior written or oral understandings.

PROPOSAL ACCEPTED BY: _____

TITLE: _____

DATE ACCEPTED: _____

Offices:

Cincinnati, Ohio • Columbus, Ohio
Indianapolis • Evansville • Ft. Wayne • Lafayette • Merrillville • Terre Haute, Indiana

Subsurface Investigation and Foundation Engineering
Construction Materials Testing and Inspection
Environmental Services

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

Gary Henriott, President

Cindy Murray, member

Norm Childress, member

Ronald Shriner, member

Amy Moulton, member

ATTEST:

Mindy Miller, 1st Deputy Clerk

Date: _____

RELEASE OF MORTGAGE

For a valuable consideration, it is hereby certified that a certain mortgage executed by Eli M. Rainey and Roxanne L. Rainey, on September 17, 2010, to City of Lafayette, Indiana, securing the principal sum of Thirty-five Thousand, Six Hundred Eighty-two and 00/100 Dollars (\$35,682.00), which mortgage was duly recorded as Document No. 201010017337 in the office of the Recorder of Tippecanoe County, Indiana, on September 23, 2010, is hereby released and satisfied.

Property Address: 1104 Cincinnati Street, Lafayette, Indiana

Dated: August 6, 2020

CITY OF LAFAYETTE
on behalf of the Lafayette Housing Consortium

By: _____
Valerie Oakley, Project Manager
Lafayette Housing Authority, Grant Administrator

STATE OF INDIANA)
)SS:
COUNTY OF TIPPECANOE)

Before me, the undersigned, a notary public, personally appeared Valerie Oakley, as Lafayette Housing Authority Project Manager, and acknowledged the execution of the foregoing release of mortgage on this 6th day of August, 2020.

Resident of _____, Notary Public
County

This instrument prepared by
Ed Chosnek, City Attorney

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

For questions, contact:
Lafayette Housing Authority
PO Box 6687
Lafayette, IN 47903-6687
Telephone (765) 771-1300

APPROVED _____
DATE

Return To:
City of Lafayette drawer or
Lafayette Housing Authority
PO Box 6687
Lafayette, IN 47903-6687

PRINTED NAME
PRESIDENT
BOARD OF PUBLIC WORKS AND SAFETY

RELEASE OF COVENANT FOR DEED RESTRICTIONS

For a valuable consideration, it is hereby certified that a certain covenant agreement executed by Eli M. Rainey and Roxanne L. Rainey, on September 17, 2010, duly recorded as Document No. 201010017335 in the office of the Recorder of Tippecanoe County, Indiana, on September 23, 2010, is hereby released and satisfied.

Property Address: 1104 Cincinnati Street, Lafayette, Indiana

Dated: August 6, 2020

CITY OF LAFAYETTE
on behalf of the Lafayette Housing Consortium

By: _____
Valerie Oakley, Project Manager
Lafayette Housing Authority, Grant Administrator

STATE OF INDIANA)
)SS:
COUNTY OF TIPPECANOE)

Before me, the undersigned, a notary public, personally appeared Valerie Oakley, as Lafayette Housing Authority Project Manager, and acknowledged the execution of the foregoing release of grant, lien and restrictive covenant agreement on this 6th day of August, 2020.

Resident of _____, Notary Public
County

This instrument prepared by
Ed Chosnek, City Attorney

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

For questions, contact:
Lafayette Housing Authority
PO Box 6687
Lafayette, IN 47903-6687
Telephone (765) 771-1300

APPROVED _____
DATE

Return To:
City of Lafayette drawer or
Lafayette Housing Authority
PO Box 6687
Lafayette, IN 47903-6687

PRINTED NAME
PRESIDENT
BOARD OF PUBLIC WORKS AND SAFETY

RELEASE OF MORTGAGE

For a valuable consideration, it is hereby certified that a certain mortgage executed by Wabash Center, Inc., on October 31, 2013, to City of Lafayette, Indiana, securing the principal sum of Seventy-five Thousand and 00/100 Dollars (\$75,000.00), which mortgage was duly recorded as Document No. 201313025311 in the office of the Recorder of Tippecanoe County, Indiana, on November 7, 2013, is hereby released and satisfied.

Property Address: 409 - 411 Park Avenue, Lafayette, Indiana

Dated: August 6, 2020

CITY OF LAFAYETTE
on behalf of the Lafayette Housing Consortium

By: _____
Valerie Oakley, Project Manager
Lafayette Housing Authority, Grant Administrator

STATE OF INDIANA)
)SS:
COUNTY OF TIPPECANOE)

Before me, the undersigned, a notary public, personally appeared Valerie Oakley, as Lafayette Housing Authority Project Manager, and acknowledged the execution of the foregoing release of mortgage on this 6th day of August, 2020.

Resident of _____, Notary Public
County

This instrument prepared by
Ed Chosnek, City Attorney

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

For questions, contact:
Lafayette Housing Authority
PO Box 6687
Lafayette, IN 47903-6687
Telephone (765) 771-1300

APPROVED _____
DATE

Return To:
City of Lafayette drawer or
Lafayette Housing Authority
PO Box 6687
Lafayette, IN 47903-6687

PRINTED NAME
PRESIDENT
BOARD OF PUBLIC WORKS AND SAFETY

RELEASE OF COVENANT FOR DEED RESTRICTIONS

For a valuable consideration, it is hereby certified that a certain covenant agreement executed by Wabash Center, Inc., on October 31, 2013, duly recorded as Document No. 201313025312 in the office of the Recorder of Tippecanoe County, Indiana, on November 7, 2013, is hereby released and satisfied.

Property Address: 409 - 411 Park Avenue, Lafayette, Indiana

Dated: August 6, 2020

CITY OF LAFAYETTE
on behalf of the Lafayette Housing Consortium

By: _____
Valerie Oakley, Project Manager
Lafayette Housing Authority, Grant Administrator

STATE OF INDIANA)
)SS:
COUNTY OF TIPPECANOE)

Before me, the undersigned, a notary public, personally appeared Valerie Oakley, as Lafayette Housing Authority Project Manager, and acknowledged the execution of the foregoing release of grant, lien and restrictive covenant agreement on this 6th day of August, 2020.

Resident of _____, Notary Public
County

This instrument prepared by
Ed Chosnek, City Attorney

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

For questions, contact:
Lafayette Housing Authority
PO Box 6687
Lafayette, IN 47903-6687
Telephone (765) 771-1300

APPROVED _____
DATE

Return To:
City of Lafayette drawer or
Lafayette Housing Authority
PO Box 6687
Lafayette, IN 47903-6687

PRINTED NAME
PRESIDENT
BOARD OF PUBLIC WORKS AND SAFETY



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: See attached Time: From: _____ am/pm to: _____ am/pm

Name: Steve Boltinck Organization: Friends of Downtown

Street Address: 512 Main St.

City: Lafayette State: IN Zip Code: 47901

Contact person(s): Steve Boltinck Phone Number(s): 430-2325

Email: Stephen.Boltinck@sectedbank.com

Event Description: Downtown Outdoor Dining

Caterer: _____ 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: _____ 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: \$ _____ (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:  _____
Signature

Printed: Dennis Carson

Date: 8/6/20

Downtown Dining						
Street Closures						
- Main St. between 10 th – 11 th (construction completion permitting)						
- Main St. between 6 th – 8 th						
- Main St. between 5 th – 6 th						
- 5 th St. between Main and Columbia						
- Main St. from 2 nd to 3 rd						
2 nd St from the northside of the parking entrance at the Marq to Ferry St.						
Dates:						
August	21st - 23rd	4:00 pm - 9:00 pm				
	28th - 30th	4:00 pm - 9:00 pm				
September	4th - 6th	4:00 pm - 9:00 pm				
	11th - 13th	4:00 pm - 9:00 pm				
	18th - 20th	4:00 pm - 9:00 pm				
	25th - 27th	4:00 pm - 9:00 pm				
October	2nd - 4th	4:00 pm - 9:00 pm				

Mindy Miller

From: Dennis Carson
Sent: Thursday, August 6, 2020 1:17 PM
To: Cindy Murray
Cc: Richard A. Doyle; Steven J. Butram; Steve Bultinck (stephen.bultinck@secfedbank.com); Scott Trzaskus; Tony Roswarski; Greg Emig; 'k.mccammon@comcast.net'; Nick Standerfer; Jason Pierce; Claudine Laufman; Mike Perry; Jon Miner; Mindy Miller; Scott Walker; 'Mark E Lowe'
Subject: Downtown Outdoor Dining
Attachments: DOWNTOWN OUTDOOR DINING EVENT PERMIT.pdf

Cindy,

Attached is the event permit for the downtown outdoor dining. Thank you for your efforts to get it on the BOW agenda for the 11th. As we discussed, the Mayor is in support of this and city resources such as Parks Dept. (picnic tables) and TID (road closure signs and barricades) will be supplied. The mayor does not feel extra security if needed at this time but will monitor and adjust as needed.

The Friends of Downtown and local restaurateurs are distributing good neighbor letters and making contact with all affected parties. They know that logistically this may be challenging to meet the timeline and that the start may need to be delayed a week at the request of the Board of Works members.

Valley Oaks and City Bus will be contacted separately and arrangements made for accommodations.

Dates and street closures are attached to the permit. If you have any questions or need additional information, please do not hesitate to contact me. Thank you!

Dennis Carson

Director, Economic Development

phone 765.807.1090 | direct 765.807.1093
address 515 Columbia St., Lafayette IN 47901



Innovation Driven Enterprise
★ DISTRICT ★

Cindy Murray

From: Dennis Carson
Sent: Thursday, August 6, 2020 11:17 AM
To: Tony Roswarski; Cindy Murray
Subject: FW: Downtown Outdoor Dining

Importance: High

From: Dennis Carson
Sent: Thursday, August 6, 2020 11:17 AM
To: Scott Trzaskus <scott@eastendmain.com>; Greg Emig <greg@lafbrew.com>; Steve Bultinck (stephen.bultinck@secfedbank.com) <stephen.bultinck@secfedbank.com>; 'k.mccammon@comcast.net' <k.mccammon@comcast.net>
Cc: 'Mark E Lowe' <mlowe@greaterlafayettecommerce.com>; Scott Walker <swalker@greaterlafayettecommerce.com>
Subject: Downtown Outdoor Dining
Importance: High

Good meeting this morning. Mostly good news but a few things we are going to need to do:

Event/Street closure permit – I started this but there needs to be a good neighbor letter sent to all affected parties. So we have to do that but also the Mayor would like something a little more formal such as something that the business signs off on stating that they have been informed. He realizes not everyone is going to be on one board but just wants everyone informed as much as possible.

So since the good neighbor letter/contact is a requirement we may not be able to start this until August 28th.

Typically something like this would also have to have security but after talking to the Mayor and Cindy Murray, City Clerk, we don't think so. Cindy is checking with Sgt Anderson. Since everyone will have to fence off their own areas and if we don't allow the alcohol to leave the area and tables, I don't think this will be an issue but of course everyone will need to self-police. Later if we feel it's needed we can do it.

Picnic tables – All good there. Parks has around 80-90 tables. Will need to know how many and where. If this is not enough then then we can ration them and the restaurants will need to come up additional if they want.

Street Closure Barricades – we can put them up but someone will need to remove them Sunday evening by pulling them off the street onto the sidewalks out of the way like they do for festivals.

Valley Oaks – I spoke with Mike Gibson and he is contacting Tom their CEO and Mike will get back to me. He doesn't think it will be a problem. I guess something like this was done for the Jeff HS prom.

Mayor would like to end it Sunday night at 9:00 pm so it's not so late for the Parks personnel to come down for the picnic tables.

Stanchions and snow fencing is stored in the former Hoffine's Garage on Canal Road. I have no idea how much we have and in what condition.

I'll contact the owners of Chase Plaza.