



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 25, 2020

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

a. August 18, 2020

Documents:

[08182020.pdf](#)

NEW BUSINESS

Legal Counsel

a. Resolution 04-2020 A Resolution Of The Board Of Public Works And Safety Of The City Of Lafayette, Indiana, Recommending The Participation Of Said City In The Motor Fuel Budgeting Program Of The Indiana Bond Bank, The Execution Of The Qualified Entity Reimbursement Agreement In Connection Therewith And Other Related Matters

Documents:

[Resolution 04-2020 Bond Bank.pdf](#)

CLAIMS

a. Claims 8/25/2020

Documents:

[Claims 08252020.pdf](#)

MISCELLANEOUS

a. Special Event Request-Greater Lafayette Commerce Marketing Coalition/Filming Production

Documents:

[Greater Lafayette Commerce Film-Marketing Production.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 18, 2020

Regular Session:

The Board of Public Works and Safety met in regular session on Tuesday, August 18, 2020 at 9:00 a.m. in the Common Council Chambers. Members present were: Gary Henriott, Cindy Murray and Norm Childress. Absent: Amy Moulton 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. Murray moved for approval of the minutes from the August 11, 2020 regular meeting. Mr. Childress seconded. Passed.

NEW BUSINESS

Economic Development

Historic Demolition Permit-721 Brown Street (Garage Only)

John Collier, Economic Development, presented to the Board and recommended approval of a Historic Demolition Permit for 721 Brown Street (Garage Only). The Historic Preservation Officer, Dann Keiser, determined that the loss of the garage would be a loss to the national historic district and recommended upholding the 60-day waiting period. Mr. Collier stated that this property is within the Centennial National Historic District and recommended upholding the 60-day waiting period as well. Mr. Childress moved for approval of upholding the 60-day waiting period. Mrs. Murray seconded. Passed.

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 Lafayette Renew that includes a Flygt Vinton LS Pump 1 Model#3102 Serial #3102.181-8830480. Mr. Payne stated that this item will be scrapped. Mrs. Murray moved for approval. Mr. Childress seconded. Passed.

Declaration of Worthless Property-Parking Operations

Mr. Payne presented to the Board and recommended approval of a Declaration of Worthless Property for Parking Operations that includes 4 Motorola PDA's, 4 handheld printers, 4 spare batteries; and docking stations for charging these devices. Mr. Payne stated that these items were used with a previous parking control system and are no longer useful. These items will be e-cycled. Mr. Childress moved for approval. Mrs. Murray seconded. Passed.

CLAIMS

Tim Clary, Controller, presented for Board approval, Claims in the amount of \$4,663,892.62. Mr. Childress asked a question on Page 17 regarding the Virta Medical invoices. Mr. Clary stated that Virta is a program that the City entered into for those employee who had diabetes and other medical issues. Mr. Clary stated that these invoices reflect the annual initial fees and annual performance fees. President Henriott asked a question on Page 17 regarding Tyler Technologies invoices. Mr. Clary stated that these invoices are for contract management and new module implementation. President Henriott asked a question on Page 17 regarding the Small Business Assistance Program end date. Mr. Clary stated that the City was given an allotted amount of \$394,000.00 which is nearing the end of the monies. Mr. Childress asked a question on Page 16 regarding the Roof Repair at City Hall. Mr. Clary stated that this is the last invoice for the re-roof for the LPD side of City Hall. Mr. Childress moved for approval. Mrs. Murray seconded. Passed.

MISCELLANEOUS

Special Event Request-Class 49 Awards Presentation

President Henriott presented to the Board and recommended approval of a Special Event Request for the Class 49 Awards Presentation to be held on August 27, 2020 from 3:30pm-5:30pm at Riehle Plaza. Mrs. Murray moved for approval. Mr. Childress seconded. Passed.

Time: 9:11 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>

RESOLUTION NO. 04-2020

A RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF LAFAYETTE, INDIANA, RECOMMENDING THE PARTICIPATION OF SAID CITY IN THE MOTOR FUEL BUDGETING PROGRAM OF THE INDIANA BOND BANK, THE EXECUTION OF THE QUALIFIED ENTITY REIMBURSEMENT AGREEMENT IN CONNECTION THEREWITH AND OTHER RELATED MATTERS

WHEREAS, the Board of Public Works and Safety (the “Board”) of the City of Lafayette, Indiana (the “City”), is the governing body of the Department of Public Works and Safety (the “Department”); and

WHEREAS, the City owns and operates a fleet of motor vehicles which motor vehicles are essential to the ability of the City to serve and provide municipal services to the inhabitants of the City, thereby ensuring the safety and well-being of said inhabitants; and

WHEREAS, the Board finds that the availability of motor vehicle fuel, which includes both gasoline and diesel motor fuel (collectively, “Motor Fuel”), is therefore critical to the City in providing such services; and

WHEREAS, the market-driven volatility of Motor Fuel presents a substantial risk to the Motor Fuel budget of the City, which may require the appropriation of additional funds for the purchase of Motor Fuel should prices increase beyond the amount of funds which have been appropriated for such purpose; and

WHEREAS, current market conditions limit the ability of the City to secure Motor Fuel with qualified suppliers of Motor Fuel in a manner which minimizes the adverse impacts of the volatile Motor Fuel market on the budget for the City; and

WHEREAS, the Board has been advised by representatives of the Indiana Bond Bank (the “Bond Bank”), including Crowe LLP and Maverick Energy Consulting, that the Bond Bank has established a motor fuel budgeting program (the “Program”) pursuant to which “qualified entities”, as defined in Indiana Code 5-1.5-1-8, may participate for the purpose of managing and mitigating the volatility of Motor Fuel prices in order to achieve budget stability; and

WHEREAS, the Board finds that the City has previously participated, and is eligible to participate, in the Program; and

WHEREAS, the Board, having considered the information presented to it, finds that (i) participation in the Program will allow the City to manage and mitigate the volatility of Motor Fuel prices in order to achieve stability in the City’s Motor Fuel budget, (ii) participation in the Program will enhance the City’s ability to continue to operate its motor vehicle fleet in an economical manner to assure the continued provision of municipal services to the inhabitants of the City, and (iii) the City is authorized to participate in the Program pursuant to Indiana Code 5-1.5, 36-1-4 and 36-9-6; and

WHEREAS, the Bond Bank has caused to be prepared a Qualified Entity Reimbursement Agreement in connection with the Program, attached hereto as Exhibit A and incorporated herein by reference (the “Agreement”), for execution by and between the City and the Bond Bank; and

WHEREAS, the Bond Bank intends to enter into agreements substantially the same as the Agreement with other qualified entities in connection with the Program; and

WHEREAS, the Agreement has been reviewed by the Board, which has had an opportunity to obtain independent advice and counsel with respect thereto, and has also had the opportunity to review the Agreement with the Bond Bank and seek explanation of the provisions thereof from the Bond Bank; and

WHEREAS, the Agreement sets forth the obligations of the City with respect to its participation in the Program during the term of the Agreement; and

WHEREAS, based upon the foregoing, the Board recommends that the City should participate in the Program, that the Agreement should be approved and that any other actions necessary to be taken to assure the City’s participation in the Program should be approved;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF LAFAYETTE, INDIANA, AS FOLLOWS:

Section 1. The findings and determinations set forth in the preambles to this Resolution are hereby made findings and determinations of the Department of Public Works and Safety of the City.

Section 2. The Board hereby recommends that the City enter into the Program with the Bond Bank for the purpose of managing and mitigating the volatility of Motor Fuel prices in order to achieve budget stability.

Section 3. The Board hereby approves the actions of the Common Council of the City (the “Council”) approving the Agreement, substantially in the form attached hereto as Exhibit A, so that the City may participate in the Program. The Board approves the actions of the Council authorizing the Mayor, Clerk and Controller of the City, and any officer of the Department, to take such actions or deliver such certificates as are necessary or desirable in connection with the City’s participation in the Program and the other documents needed for the City’s participation in the Program as they deem necessary or desirable in connection therewith, including execution and delivery of the Agreement.

Section 4. All resolutions and parts of resolutions in conflict herewith are hereby repealed. The Secretary of the Board is hereby directed to deliver this Resolution to the Council.

Section 5. This Resolution shall be in full force and effect upon its adoption.

Adopted this ____ day of _____, 2020.

BOARD OF PUBLIC WORKS AND
SAFETY, CITY OF LAFAYETTE, INDIANA

Presiding Officer

Attest:

Secretary

EXHIBIT A

Form of Qualified Entity Reimbursement Agreement

QUALIFIED ENTITY REIMBURSEMENT AGREEMENT

This QUALIFIED ENTITY REIMBURSEMENT AGREEMENT, dated as of the 1st day of _____, 2020 (this “Agreement”), between the INDIANA BOND BANK, a body corporate and politic (“Bond Bank”), created and existing pursuant to the provisions of Indiana Code 5-1.5, as amended (the “Act”), having its principal place of business in the City of Indianapolis, Indiana, and CITY OF LAFAYETTE, INDIANA, a political subdivision of the State of Indiana (“Qualified Entity”);

WITNESSETH:

WHEREAS, pursuant to the Act, the Board of Directors of the Bond Bank has adopted a resolution (the “Bond Bank Resolution”) establishing a motor fuel budget program (the “Fuel Budgeting Program, Series 2020-21”) and authorizing the Bond Bank (i) to enter into certain transactions with the Qualified Entity for the purpose of hedging the price associated with the purchase of gasoline and/or diesel motor fuel (such gasoline and diesel motor fuel hereinafter referred to as “Motor Fuel”) for use by the Qualified Entity, and (ii) to enter into one or more commodity index swap agreements with one or more commodity index swap dealers that will allow the Qualified Entity to manage and mitigate the volatility of Motor Fuel prices in order to achieve budget stability for such Qualified Entity; and

WHEREAS, pursuant to its Resolution adopted on _____, 2020 (the “Qualified Entity Resolution”) by the Common Council for the City of Lafayette, Indiana, acting as the governing body for the Qualified Entity, the Qualified Entity is authorized to enter into this Agreement for the purpose of allowing the Bond Bank to (i) solicit and select creditworthy swap counterparties, (ii) negotiate and manage one or more commodity index swap agreements, and (iii) to fund all or a portion of the costs and expenses associated with any such swap agreements and the Fuel Budgeting Program, Series 2020-21, in accordance with this Agreement; and

WHEREAS, pursuant to the Qualified Entity Resolution, the Qualified Entity is authorized to pay to the Bond Bank all or a portion of the funds budgeted for Motor Fuel by the Qualified Entity for the purpose of (i) reimbursing the Bond Bank for amounts advanced by the Bond Bank from the Reserve Account (as defined in the Bond Bank Resolution) necessary to make payments due by the Bond Bank, if any, with respect to a commodity index swap agreement, and (ii) to pay any and all expenses associated with or incurred by the Bond Bank in connection with the Fuel Budgeting Program, Series 2020-21, allocable to the Qualified Entity; and

WHEREAS, pursuant to the Bond Bank Resolution and in reliance, in part, on the adoption of the Qualified Entity Resolution and the execution and delivery of this Agreement by the Qualified Entity, the Bond Bank has entered into one or more commodity index swap agreements in the form of a Master Agreement, including one or more schedules thereto and/or credit support annexes thereto (collectively, the “ISDA Agreement”), and the confirmation or confirmations entered into thereunder (collectively, the “Confirmation” and, together with the “ISDA Agreement,” the “Swap Agreement”), with the commodity index swap dealer or dealers named therein (collectively, the “Swap Dealer”);

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein THE BOND BANK AND THE QUALIFIED ENTITY AGREE AS FOLLOWS:

1. Representations and Warranties.

(a) The Qualified Entity makes the following representations and warranties to the Bond Bank:

(i) The Qualified Entity has been duly organized and is validly existing under and pursuant to State law.

(ii) Under State law: (A) the Qualified Entity has full legal right, power and authority (I) to enter into, execute, deliver and perform its obligations under this Agreement, (II) to adopt and perform its obligations under the Qualified Entity Resolution and (III) to carry out and consummate the transactions contemplated by this Agreement and the Qualified Entity Resolution; and (B) the Qualified Entity has complied with and will be in compliance in all respects with the terms of State law in connection with the adoption of the Qualified Entity Resolution and the entering into of this Agreement.

(iii) By all necessary official action, the Qualified Entity has duly approved and adopted the Qualified Entity Resolution, authorized the execution and delivery of this Agreement. This Agreement, when executed and delivered by the parties hereto and the consideration therefor is received by the Qualified Entity, will constitute the legal, valid and binding obligation of the Qualified Entity, enforceable in accordance with its terms, except that its enforceability may be limited by laws relating to bankruptcy, reorganization or other similar laws affecting the rights of creditors, by the exercise of judicial discretion in accordance with general principles of equity and by matters of public policy.

(iv) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not and will not conflict with or result in the creation or imposition of any liens, charges or encumbrances of any nature upon any of the property or assets of the Qualified Entity under: (A) any law, regulation, order or decree to which the Qualified Entity is subject; or (B) any agreement or instrument to which the Qualified Entity is a party or by which the Qualified Entity is bound (other than this).

(v) The Qualified Entity is a “qualified entity,” within the meaning of Indiana Code 5-1.5-1-8, as amended.

(vi) The Qualified Entity is not in breach of or in default under any applicable constitutional provision, law or administrative regulation of the State or the United States, or any applicable judgment or decree of any court, regulatory body or other public body or any loan agreement, indenture, bond, note, resolution, agreement or other instrument (collectively, “Laws and Agreements”) to which the Qualified Entity is a party or to which the Qualified Entity or any of its property or assets is otherwise subject, and no event has occurred and is continuing, which, with the passage of time or the giving of notice, or both, would

constitute a default or event of default under any such instrument. The execution and delivery of this Agreement and the Qualified Entity's compliance with the provisions hereof will not conflict with or constitute a breach of or default under any Laws and Agreements.

(vii) The Qualified Entity will take such action as may be reasonably requested to facilitate the timely consummation of the transactions contemplated by this Agreement.

(viii) The Qualified Entity hereby covenants that it has taken all proceedings required by law to enable it to appropriate and transfer funds to the Bond Bank as provided in Section 2 hereof.

(ix) Except as disclosed in writing to the Bond Bank, there is no action, suit, proceeding, inquiry or investigation of any nature at law or in equity, before or by any court, governmental agency, public board or body pending or, to the knowledge of the Qualified Entity, threatened, seeking to restrain or enjoin the performance of any of the covenants contained in this Agreement or in any way questioning or affecting (A) the transactions contemplated by this Agreement, (B) the right or authority of the Qualified Entity to carry out the terms and provisions of this Agreement, or (C) the power of the Qualified Entity to perform its obligations under this Agreement. Neither the existence of the Qualified Entity nor the right of the officials of the Qualified Entity to their offices nor the titles of the officers of the Qualified Entity to their respective offices are being contested, and no authority or proceeding in connection with or relating to the execution and delivery of this Agreement has been repealed, revoked or rescinded.

(x) The Qualified Entity hereby covenants that it has duly, regularly and properly adopted or will adopt a budget for 2020 and 2021 setting forth estimated revenues to be received and estimated expenditures for the fiscal year, including funds appropriated for the purchase of Motor Fuel to be used by the Qualified Entity; has complied with or will comply with all statutory and regulatory requirements with respect to the adoption of such budget; and will levy *ad valorem* property taxes in accordance with all statutory and regulatory requirements.

(xi) The Qualified Entity acknowledges and understands the risks associated with commodity swaps, including the risks attached hereto as Exhibit A.

(b) The Bond Bank makes the following representations and warranties:

(i) The Bond Bank is a separate body corporate and politic, constituting an instrumentality of the State, and duly organized and validly existing as such under the Act.

(ii) The Bond Bank has all necessary power and authority under the Act to enter into this Agreement and to consummate the transactions contemplated hereby and by proper corporate action has duly authorized the execution and delivery of this Agreement.

(iii) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not and will not conflict with or result

in a breach of, and do not and will not constitute a default under, or result in the creation or imposition of any liens, charges or encumbrances of any nature upon any of the property or assets of the Bond Bank under: (A) any law, regulation, order or decree to which the Bond Bank is subject; or (B) any agreement or instrument to which the Bond Bank is a party or by which the Bond Bank is bound.

2. Execution of Swap Agreement; Advancements; Reimbursement by Qualified Entity.

(a) The Bond Bank hereby agrees to enter into the Swap Agreement with the Swap Dealer for the purpose of hedging the price associated with the purchase of Motor Fuel for use by the Qualified Entity, and to advance payments owed by the Bond Bank to the Swap Dealer, if any, with respect to the Swap Agreement from the Reserve Account.

(b) Subject to Section 9, the Qualified Entity hereby agrees to appropriate and pay funds to the Bond Bank: (i) to reimburse the Bond Bank for amounts advanced by the Bond Bank from the Reserve Account necessary to make payments due by the Bond Bank to the Swap Dealer, including any premiums owed, with respect to the Swap Agreement, which are allocable to the Qualified Entity; (ii) to pay any and all expenses associated with or incurred by Bond Bank in connection with the Fuel Budgeting Program, Series 2020-21, allocable to the Qualified Entity, including, but not limited to, the Swap Agreement, other agreements contemplated under this Agreement, and future agreements, amendments to this Agreement or the agreements contemplated herein, or transactions made pursuant to and consistent with this Agreement; and (iii) paying any other transaction or related costs contemplated hereunder, which are allocable to the Qualified Entity.

(c) Within five (5) business days following a Scheduled Payment Date (as defined in the Swap Agreement), the Bond Bank or its agent shall: (i) confirm and calculate any amounts owed under the Swap Agreement pursuant to this Agreement (A) by the Qualified Entity to the Bond Bank or (B) to the Qualified Entity by the Bond Bank; and (ii) prepare and send any bills or payments to the Qualified Entity for such purpose. In the event the Bond Bank receives payments from the Swap Dealer on a Scheduled Payment Date, the Bond Bank shall be entitled to retain any interest earned on such payments to cover administrative expenses of the Fuel Budgeting Program, Series 2020-21, prior to disbursing such funds to the Qualified Entity as provided herein.

(d) Any payments to be sent to the Qualified Entity shall be wired in immediately available funds to the account of the City identified below:

ABA # _____
Attention: _____
Account # _____ – City of Lafayette, Indiana

(e) Upon receipt of a bill stating the amounts owed by the Qualified Entity under this Agreement, the Qualified Entity hereby agrees to pay to the Bond Bank or its agent

any amounts due as stated in the bill within fifteen (15) business days following the receipt of such bill. In the event the Bond Bank does not receive payment from the Qualified Entity within fifteen (15) business days following the Qualified Entity's receipt of a bill stating the amounts due, the amount due shall accrue interest from the due date at a rate of eight percent (8.00%) per annum until payment is received by the Bond Bank. In the event that payment is received, such payment shall be used in the following order of priority: (i) to pay any accrued interest; and then (ii) to pay the principal of any amounts owed.

(f) The Qualified Entity agrees that the portion of the Swap Agreement allocated to the Qualified Entity, for which the Qualified Entity will be responsible pursuant to this Agreement, is set forth in Exhibit B attached hereto, commencing on the effective date of the Swap Agreement, as set forth in the Confirmation, and ending on [December 31, 2021]. The Qualified Entity approves the ISDA Agreement, attached as Exhibit C hereto. The Qualified Entity authorizes the Bond Bank to enter into the Confirmation on or after the date of the execution of this Agreement, so long as: (i) the Confirmation includes the purchase of a cap (call) option and (ii) the cap price is no higher than \$____, with respect to gasoline, and \$____ with respect to diesel. Upon the execution and delivery of the Confirmation by the Bond Bank and the Swap Dealer, the Confirmation shall be attached to the ISDA Agreement, as part of the Swap Agreement, which is attached as Exhibit C hereto. The Bond Bank and the Qualified Entity agree that any amounts due by the Qualified Entity under the Swap Agreement pursuant to this Agreement will not exceed the current amount appropriated for Motor Fuel for use by the Qualified Entity.

(g) The terms and conditions for disbursement from the Reserve Account to the Swap Dealer shall be set forth in the Swap Agreement, attached as Exhibit C hereto, and otherwise as may be entered into by the Bond Bank from time to time pursuant hereto.

(h) For the purposes provided in this Section, the Bond Bank's agent shall be The Bank of New York Mellon Trust Company, N.A., until the Bond Bank provides the Qualified Entity notice otherwise.

3. Withholding of Funds Owed to the Qualified Entity. In the event the Qualified Entity fails to remit payment to the Bond Bank within thirty (30) days after payment is due as provided in Section 2(e) hereof, the Bond Bank shall be entitled to exercise the following rights:

(a) If the Qualified Entity would otherwise be entitled to an allocable portion of amounts owed by the Swap Dealer under the Swap Agreement pursuant to this Agreement, the Bond Bank shall be entitled to retain and apply such amounts against amounts owed by the Qualified Entity. Any amounts retained under this Section shall be used in the following order of priority: (i) to pay any accrued interest on amounts owed; then (ii) to pay the principal of any amounts owed.

(b) Pursuant to Indiana Code 5-1.5-8-5, to the extent that any department or agency of the State, including the treasurer of state, is the custodian of money payable to the Qualified Entity (other than for goods or services provided by the Qualified Entity), the Bond

Bank may provide written notice to the department or agency head that the Qualified Entity is in default on the payment of any amounts owed arising from this Agreement, and the department or agency shall withhold the payment of that money from that Qualified Entity and pay over the money to the Bond Bank for the purpose of paying any amounts owed to the Swap Dealer pursuant to the Swap Agreement entered into by the Bond Bank on behalf of the Qualified Entity. Any amounts obtained under this Section shall be used in the following order of priority: (i) to pay any accrued interest on amounts owed; then (ii) to pay the principal of any amounts owed.

4. Term of Agreement; Renewal. The term of this Agreement shall commence on [_____], 2020, and, subject to Section 5 hereof, shall remain in full force and effect up to and including [December 31, 2021]. This Agreement may be extended beyond December 31, 2021, only if and when duly authorized and approved by the Qualified Entity and the Bond Bank, in writing, with the amended terms set forth therein.

5. Termination.

(a) In the event this Agreement is not extended beyond [December 31, 2021], and any amount then remains owed and unpaid by one party to the other under this Agreement, this Agreement shall remain in full force and effect until all such amounts have been paid.

(b) In the event the Qualified Entity fails to remit payment to the Bond Bank within thirty (30) days after payment is due as provided in Section 2(e) hereof, the Bond Bank shall be entitled to terminate this agreement in its sole discretion. If the Bond Bank exercises its right to terminate this Agreement, the Bond Bank shall immediately terminate the notional amount of Motor Fuel allocable to the Qualified Entity in the Swap Agreement.

(i) If any termination payment is owed by the Bond Bank to the Swap Dealer in connection with the termination of the Swap Agreement pursuant to this Section, such amounts shall be immediately due by the Qualified Entity and shall accrue interest at the rate of eight percent (8.00%) per annum from the date of such termination until paid. The Bond Bank shall send the Qualified Entity written notice of the termination payment stating that such termination payment: (A) is due within ten (10) business days following receipt of such notice; (B) shall accrue interest at the rate of eight percent (8.00%) per annum from the date of such termination until repaid; and (C) is in addition to any other amounts owed to the Bond Bank by the Qualified Entity pursuant to this Agreement.

(ii) If any termination payment is received by the Bond Bank from the Swap Dealer in connection with the termination of the Swap Agreement pursuant to this Section, the Bond Bank shall be entitled to retain and apply such amounts against amounts owed by the Qualified Entity. Any amounts retained under this Section shall be used in the following order of priority: (A) to pay any accrued interest on amounts owed; then (B) to pay the principal of any amounts owed. In the event that there are excess moneys after making the payment of interest and principal amounts due, the Bond Bank shall be entitled to retain all such excess moneys.

6. Verification of Qualified Entity Budget. Simultaneously with the execution of this Agreement, the Qualified Entity shall furnish to the Bond Bank any documentation as requested by the Bond Bank, as to, among other things, the funding and maintenance amounts budgeted for the purchase of Motor Fuel to be used by the Qualified Entity.

7. Pledge and Assignment of Payments. The Qualified Entity and the Bond Bank agree that this Agreement and any payments to be made hereunder may be pledged or assigned by the Bond Bank.

8. Annual Financial Information and Reports. The Qualified Entity agrees to furnish to the Bond Bank, so long as this Agreement or the Swap Agreement entered into by the Bond Bank on behalf of the Qualified Entity pursuant to this Agreement remains in effect, annual financial reports, audit reports and such other financial information as is reasonably requested by the Bond Bank.

9. Severability. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement and this Agreement shall be construed and in force as if such invalid or unenforceable provision had not been contained herein.

10. Indemnification. To the extent permitted by law, the Qualified Entity releases the Bond Bank from, agrees that the Bond Bank shall not be liable for, and to the extent permitted by law agrees to indemnify and hold the Bond Bank harmless from, any liability for, or expense resulting from (including, but not limited to, reasonable attorneys' fees and expenses), or any loss or damage that may be occasioned by, any cause whatsoever pertaining to the execution and delivery of the Swap Agreement entered into by the Bond Bank on behalf of the Qualified Entity, or the actions taken or to be taken by the Bond Bank under this Agreement, except for the willful misconduct of the Bond Bank or the Trustee.

11. Counterparts. This Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. The Bond Bank and the Qualified Entity each agree that they will execute any and all documents or other instruments, and take such other actions as may be necessary to give effect to the terms of this Agreement.

12. Waiver. No waiver by either the Bond Bank or the Qualified Entity of any term or condition of this Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase or other provision of this Agreement.

13. Entire Agreement. This Agreement, together with the Qualified Entity Resolution, merges and supersedes all prior negotiations, representations and agreements between the Bond Bank and the Qualified Entity relating to the subject matter hereof and

constitutes the entire agreement between the Bond Bank and the Qualified Entity in respect hereof and thereof.

14. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed and enforced in accordance with the laws of the State of Indiana.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the Bond Bank and the Qualified Entity have caused this Agreement to be executed in their respective names, by their duly authorized officers, under the authority of resolutions adopted by each prior to the date hereof, all as of the day and year first above written.

INDIANA BOND BANK

By: _____
Kelly M. Mitchell, Chairperson Ex Officio

Attest:

Mark J. Wuellner, Executive Director

CITY OF LAFAYETTE, INDIANA

By: _____
Tony Roswarski, Mayor

Attest:

Tim Clary, Controller

EXHIBIT A

RISK FACTORS

Market Risk: The risk that commodity prices stay low such that the QEs and the Bond Bank would have been better off by not hedging. However, because the program's goal is to minimize large budget variances resulting from the volatility of fuel prices, this should be an acceptable risk as the hedges provide protection against a certain rise in prices.

Basis Risk: The risk that there is a mismatch between the spot prices the QEs pay at the local market and the index prices referenced under the hedge agreements. Such basis risk should be mitigated by ensuring that there is a strong correlation between the hedge index prices and the prices in the local market.

Counterparty Risk: The risk that the hedge provider fails to perform under the hedge agreement, which could leave the QEs exposed to higher prices. Counterparty risk is smaller for shorter-term transactions and greater for longer-term transactions. Counterparty risk can be mitigated by using highly rated hedge providers.

Termination Risk: The risk that there is an early termination of the hedging agreement, which could result in the Bond Bank either receiving or making an early termination payment. Early terminations are usually caused by an event of default or bankruptcy. Termination risk can be mitigated by choosing highly rated hedge providers that have an established record of performance in the relevant hedging market. (Note that the Bond Bank could never owe an early termination payment in a cap transaction, since all obligations are paid for upfront and the cap can never have a negative value.)

Consumption Demand Risk: The risk that the actual consumption of fuel is different than the planned amount specified under the hedge agreement. If actual consumption is less than the hedged quantities, the QEs and the Bond Bank could be in an "over-hedged" position. Likewise, if actual consumption is far greater than the quantities specified in hedge, the Bond Bank would have exposure on those excess amounts. Generally speaking, we believe it is prudent to hedge less than 100% of expected consumption.

EXHIBIT B

**PORTION OF THE SWAP AGREEMENT ALLOCATED TO
THE QUALIFIED ENTITY**

(City of Lafayette, Indiana)

Month

Gasoline (in Gallons)

Diesel (in Gallons)

TOTAL:

EXHIBIT C

SWAP AGREEMENT

[To be attached following execution of transaction]

ALLOWANCE OF VOUCHERS

I HEREBY CERTIFY THAT EACH OF THE ABOVE LISTED VOUCHERS AND THE INVOICES, OR BILLS ATTACHED THERETO, ARE TRUE AND CORRECT AND I HAVE AUDITED SAME IN ACCORDANCE WITH IC 5-11-10-1.6.

_____, 20____. _____
Fiscal Officer

WE HAVE EXAMINED THE VOUCHERS LISTED ON THE FOREGOING ACCOUNTS PAYABLE VOUCHER REGISTER, CONSISTING OF 16 PAGES, AND EXCEPT FOR VOUCHERS NOT ALLOWED AS SHOWN ON THE REGISTER, SUCH VOUCHERS ARE HEREBY ALLOWED IN THE TOTAL AMOUNT OF \$2,011,980.48 DATED THIS DAY OF AUGUST 25, 2020. APPROVED BY STATE BOARD OF ACCOUNTS IN 2000 FOR THE CITY OF LAFAYETTE.

_____	_____
_____	_____
_____	_____
_____	_____

Invoices to be Approved 8/25/2020

Manuals/Wires

Centier Bank Workman's Comp	\$	5,926.33	
Horizon Bank	\$	55,094.94	
Regions Bank	\$	218,855.99	
Total Invoices			\$ 279,877.26

Invoices

Chase Bank	\$	286,574.51	
Horizon Bank	\$	839,338.97	
Old National Park Bond	\$	326,433.50	
Old National Water Bond	\$	279,756.24	
Total Invoices			\$ <u>1,732,103.22</u>

Grand Total

\$ 2,011,980.48



Board List by Voucher

Board: BW082520 8/25/2020

Cash Account / Bank: 101017 - Cash - Centier Workm Comp

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
7696	JWF SPECIALITY COMPANY	08122020	INV	8/25/2020	5,926.33	WORK COMP 8/12/2020
			Board Total		5,926.33	



Board List by Voucher

Board: BW082020 8/20/2020

Cash Account / Bank: 101080 - Cash-Horizon Utilities Op

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
3652	IND DEPT OF REVENUE	UBO SALES TAX 07/20	INV	8/20/2020	55,094.94	UBO SALES TAX JULY 2020
			Board Total		55,094.94	



Board List by Voucher

Board: PR082020 8/20/2020

Cash Account / Bank: 101012 - Cash - Regions Pay Gross

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
3652	IND DEPT OF REVENUE	108931	INV	8/20/2020	68,666.86	Payroll Run X - Warrant 070320
3652	IND DEPT OF REVENUE	109779	INV	8/20/2020	68,153.33	Payroll Run X - Warrant 071720
3652	IND DEPT OF REVENUE	110485	INV	8/20/2020	11,250.23	Payroll Run X - Warrant 073120
3652	IND DEPT OF REVENUE	110621	INV	8/20/2020	70,785.57	Payroll Run X - Warrant 073020
			Board Total		218,855.99	



Board List by Voucher

Board: BW082520 8/25/2020

Cash Account / Bank: 101001 - Cash - Chase Operating 1201

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
16336	LJ KIT BLOCKER INC	E843689	CRM	8/25/2020	-25.28	CREDIT
16336	LJ KIT BLOCKER INC	Q223829	INV	8/25/2020	25.28	AUTO PARTS
8681	CINTAS CORPORATION NO 2	4056717681	INV	8/25/2020	181.01	UNIFORMS FLEET
1700	LAFAYETTE WAREHOUSE INC	02RH6472	INV	8/25/2020	64.18	AUTO PARTS STOCK
1700	LAFAYETTE WAREHOUSE INC	02RH6291	INV	8/25/2020	17.43	AUTO PARTS STOCK
1700	LAFAYETTE WAREHOUSE INC	02RH6276	INV	8/25/2020	182.92	AUTO PARTS STOCK
596	CLARK TRUCK EQUIPMENT CO INC	56350	INV	8/25/2020	27.13	AUTO PARTS 18148
12633	STEPHEN M KANTZ	0062120	INV	8/25/2020	673.99	INSTALL HITCH 6985
790	DEFOUW CHEVROLET INC	8008048	INV	8/25/2020	650.30	BODY REPAIR 712
1509	JIM'S GARAGE INC	522689	INV	8/25/2020	30.00	TOWING 16-2
1509	JIM'S GARAGE INC	522892	INV	8/25/2020	50.00	WINCH AND TOWING 31171
7080	NEWTON OIL COMPANY INC	089964	INV	8/25/2020	8,905.77	FUEL
7080	NEWTON OIL COMPANY INC	089965	INV	8/25/2020	4,661.60	FUEL
1700	LAFAYETTE WAREHOUSE INC	01RH8410	INV	8/25/2020	103.58	AUTO PARTS 76-T
1700	LAFAYETTE WAREHOUSE INC	02RH8436	CRM	8/25/2020	-16.00	CREDIT
250	B & M ELECTRICAL CO INC	W70792	INV	8/25/2020	34.66	AUTO PARTS STOCK
2053	MACALLISTER MACHINERY CO INC	P2973724	INV	8/25/2020	37.81	AUTO PARTS 2182
1700	LAFAYETTE WAREHOUSE INC	02RI0076	INV	8/25/2020	74.36	AUTO PARTS 16-16
1700	LAFAYETTE WAREHOUSE INC	02RI0190	CRM	8/25/2020	-16.00	CREDIT
1700	LAFAYETTE WAREHOUSE INC	01RI0206	INV	8/25/2020	1.61	AUTO PARTS 5068
10096	POMP'S TIRE SERVICE INC	910112721	INV	8/25/2020	1,338.15	TIRES STOCK

4



Board List by Voucher

Board: BW082520 8/25/2020

Cash Account / Bank: 101001 - Cash - Chase Operating 1201

10096	POMP'S TIRE SERVICE INC	910112737	INV	8/25/2020	225.00	TIRE STOCK
1700	LAFAYETTE WAREHOUSE INC	02RI0193	CRM	8/25/2020	-16.00	CREDIT
375	BEST EQUIPMENT CO INC	SI199212	INV	8/25/2020	1,831.07	AUTO PARTS 1891
8902	RIGG'S MOWERS & MORE INC	1155464	INV	8/25/2020	65.53	AUTO PARTS 5090
1509	JIM'S GARAGE INC	519788	INV	8/25/2020	100.00	TOWING FD62
1700	LAFAYETTE WAREHOUSE INC	02RI0088	INV	8/25/2020	434.21	AUTO PARTS STOCK
1700	LAFAYETTE WAREHOUSE INC	02RI0859	CRM	8/25/2020	-8.00	CREDIT
1700	LAFAYETTE WAREHOUSE INC	02RI0996	INV	8/25/2020	25.31	AUTO PARTS 14-237
10096	POMP'S TIRE SERVICE INC	910112817	INV	8/25/2020	126.20	TIRE 6998
10096	POMP'S TIRE SERVICE INC	910112841	INV	8/25/2020	179.81	TIRE 31109
2770	ROWE TRUCK EQUIPMENT INC	292337	INV	8/25/2020	16.14	AUTO PARTS 14127
9336	ADVANCE REPAIR & MACHINING INC	I-40187	INV	8/25/2020	319.76	AUTO PARTS 29137
1700	LAFAYETTE WAREHOUSE INC	02RI0968	INV	8/25/2020	212.94	AUTO PARTS 712
10096	POMP'S TIRE SERVICE INC	910112950	CRM	8/25/2020	-91.50	CREDIT
7977	R.N.O.W. INC	2020-58351	INV	8/25/2020	316.41	AUTO PARTS STOCK
1700	LAFAYETTE WAREHOUSE INC	02RI0923	INV	8/25/2020	5.89	AUTO PARTS 16-2
10144	WEST SIDE TRACTOR SALES CO	T85853	INV	8/25/2020	54.46	AUTO PARTS 1649
1700	LAFAYETTE WAREHOUSE INC	02RI1033	INV	8/25/2020	224.62	AUTO PARTS 25119 & STOCK
1700	LAFAYETTE WAREHOUSE INC	02RI2379	CRM	8/25/2020	-16.00	CREDIT
1700	LAFAYETTE WAREHOUSE INC	02RI2376	CRM	8/25/2020	-16.00	CREDIT
8902	RIGG'S MOWERS & MORE INC	1155450	INV	8/25/2020	41.69	AUTO PARTS 5068
1700	LAFAYETTE WAREHOUSE INC	02RI1737	INV	8/25/2020	460.47	AUTO PARTS STOCK

5



Board List by Voucher

Board: BW082520 8/25/2020

Cash Account / Bank: 101001 - Cash - Chase Operating 1201

10144	WEST SIDE TRACTOR SALES CO	T85860	CRM	8/25/2020	-2.14	CREDIT
10144	WEST SIDE TRACTOR SALES CO	T85887	INV	8/25/2020	45.99	AUTO PARTS 6000
10144	WEST SIDE TRACTOR SALES CO	T85881	INV	8/25/2020	4.49	AUTO PARTS F-30
10096	POMP'S TIRE SERVICE INC	910112907	INV	8/25/2020	1,148.20	TIRES STOCK
1509	JIM'S GARAGE INC	519954	INV	8/25/2020	100.00	TOWING 2129
1700	LAFAYETTE WAREHOUSE INC	02RI3184	INV	8/25/2020	253.32	AUTO PARTS STOCK
10096	POMP'S TIRE SERVICE INC	910112906	INV	8/25/2020	124.00	TIRE 31176
1509	JIM'S GARAGE INC	519793	INV	8/25/2020	228.00	TOWING 410
250	B & M ELECTRICAL CO INC	W69868	INV	8/25/2020	257.58	AUTO PARTS 2687
12085	WAYMIRE'S AUTO PARTS & SERVICE INC	11822	INV	8/25/2020	353.50	AUTO PARTS 1891
1509	JIM'S GARAGE INC	523402	INV	8/25/2020	30.00	TOWING 16-1
9336	ADVANCE REPAIR & MACHINING INC	I-40247	INV	8/25/2020	84.64	AUTO PARTS 2052
5253	MOTION INDUSTRIES INC	IN11-398650	INV	8/25/2020	85.92	AUTO PARTS 364
375	BEST EQUIPMENT CO INC	SI199267	INV	8/25/2020	3,200.62	AUTO PARTS 1891
5253	MOTION INDUSTRIES INC	IN11-398688	INV	8/25/2020	558.74	AUTO PARTS STOCK
1342	HOLTZ INDUSTRIES INC	567766	INV	8/25/2020	174.00	AUTO PARTS 2686
1342	HOLTZ INDUSTRIES INC	567791	INV	8/25/2020	5,925.30	AUTO PARTS 3000
2770	ROWE TRUCK EQUIPMENT INC	292594	INV	8/25/2020	59.30	AUTO PARTS STOCK
2770	ROWE TRUCK EQUIPMENT INC	292690	INV	8/25/2020	64.89	AUTO PARTS STOCK
13179	R & K ENTERPRISES LLC	24606	INV	8/25/2020	7.38	AUTO PARTS 6995
6539	TEC PROFESSIONALS INC	00050411	INV	8/25/2020	963.69	AUTO PARTS 3000 & 14127

U



Board List by Voucher

Board: BW082520 8/25/2020

Cash Account / Bank: 101001 - Cash - Chase Operating 1201

8681	CINTAS CORPORATION NO 2	4057359328	INV	8/25/2020	128.82	RUGS FOR TC; RECRUIT UNIFORMS
16514	MACQUEEN EQUIPMENT LLC	P03501	INV	8/25/2020	361.34	AUTO PARTS FD99
16514	MACQUEEN EQUIPMENT LLC	P03594	INV	8/25/2020	144.70	AUTO PARTS FD99
1780	LAFAYETTE HARDWARE INC	3158884	INV	8/25/2020	11.38	AUTO PARTS FD99
3118	STEVE'S OVERHEAD DOOR CO	179050	INV	8/25/2020	210.50	SERVICE CALL NEW BLDG AT TC
6900	OFFICE DEPOT INC	109019178001	INV	8/25/2020	118.04	PRINTER INK FOR #8
7080	NEWTON OIL COMPANY INC	ZZ2156-LFD	INV	8/25/2020	14.26	FUEL FOR FIRE
7080	NEWTON OIL COMPANY INC	ZZ2156LFD	INV	8/25/2020	1,638.41	FUEL FOR FIRE
6329	NATIONAL ASSOCIATION OF FIRE INVESTIGATORS	17934-10174-20	INV	8/25/2020	65.00	MEMBERSHIP DUES FOR TODD TRENT
8643	STELLO PRODUCTS INC	30905	INV	8/25/2020	4,342.50	STOP SIGN CHANGE OUT
7704	CHOSNEK LAW, P.C.	15694	INV	8/25/2020	291.50	LEGAL SERVICES FOR FIRE
16336	LJ KIT BLOCKER INC	E900636	INV	8/25/2020	797.44	AUTO PARTS STOCK
8681	CINTAS CORPORATION NO 2	4057361352	INV	8/25/2020	32.77	UNIFORM RENTAL FACILITIES
30	ACE FIRE EXTINGUISHER CORP	104276	INV	8/25/2020	224.15	LONG CENTER FIRE EXTINGUISHER SERVICE
3453	BEECHER EMISSIONS SOLUTIONS TECHNOLOGIES	5139	INV	8/25/2020	2,844.25	AUTO PARTS FD38
10096	POMP'S TIRE SERVICE INC	910111675	INV	8/25/2020	616.77	REPLACE TIRE 1642
1360	HOOSIER FIRE EQUIPMENT INC	106904	INV	8/25/2020	441.00	REPAIR/MAINTENANCE TO FD13
16878	DEMETRIUS KNOP	COF7312020	INV	8/25/2020	14,860.00	MULCHING BRUSH
480	CDK REFRIGERATION	20AUGUST4-S	INV	8/25/2020	55.00	ICE MACHINE RENT-STREET
8681	CINTAS CORPORATION NO 2	4057361373	INV	8/25/2020	275.87	UNIFORMS/SUPPLIES STREET
8681	CINTAS CORPORATION NO 2	4057361322	INV	8/25/2020	173.62	UNIFORMS/SUPPLIES SANITATION

7



Board List by Voucher

Board: BW082520 8/25/2020

Cash Account / Bank: 101001 - Cash - Chase Operating 1201

13194	KENNETH COBURN	2011	INV	8/25/2020	680.00	LARGE LOT MOWING-BRADY LN
7704	CHOSNEK LAW, P.C.	15690	INV	8/25/2020	318.00	LEGAL SERVICES RD-JULY 2020
1530	JOURNAL & COURIER	408803765 072320	INV	8/25/2020	32.00	MONTHLY SUBSCRIPTION 072320-082220
572	GREATER LAFAYETTE PUBLIC TRANSPORTATION	0000025201	INV	8/25/2020	140.00	BUS PASSES-JULY 2020
8225	PETTY CASH-MICHELLE CONWELL	08112020	INV	8/25/2020	100.00	REIMBURSE PETTY CASH
6900	OFFICE DEPOT INC	108995980001	INV	8/25/2020	59.02	PRINTER INK FOR STATION 7
16898	KEITH EARNEST	081720-082820	INV	8/25/2020	360.00	NILEA PER DIEM
16897	MASON BISHOP	081720-082820	INV	8/25/2020	360.00	NILEA PER DIEM
16896	CLINTON PLAKE	081720-082820	INV	8/25/2020	360.00	NILEA PER DIEM
16895	JOSEPH ZACHAREK	081720-082820	INV	8/25/2020	360.00	NILEA PER DIEM
16196	AMERICAN WORKING DOGS INC	6274	INV	8/25/2020	550.00	K9 RECERTIFICATION-SCHUTTER/ROCKY
16196	AMERICAN WORKING DOGS INC	6275	INV	8/25/2020	550.00	K9 RECERTIFICATION-FRENCH/ROY
16196	AMERICAN WORKING DOGS INC	6281	INV	8/25/2020	550.00	K9 RECERTIFICATION-WILSON/JOERI
16196	AMERICAN WORKING DOGS INC	6282	INV	8/25/2020	550.00	K9 RECERTIFICATION-BRAINARD/KILO
16196	AMERICAN WORKING DOGS INC	6292	INV	8/25/2020	550.00	K9 RECERTIFICATION-LEROUX/CEZAR
7704	CHOSNEK LAW, P.C.	15691	INV	8/25/2020	1,033.50	LEGAL SERVICES LPD
1730	LAFAYETTE COPIER INC/ECO SHRED	22049	INV	8/25/2020	90.00	LPD SECURITY CONSOLE
12642	MOVE OVER OUTFITTERS	5400	INV	8/25/2020	120.00	HOURLY INSTALLATION AND LABOR 16-15
12642	MOVE OVER OUTFITTERS	5789	INV	8/25/2020	22.00	USB PRINTER CABLE 18-22
12642	MOVE OVER OUTFITTERS	5972	INV	8/25/2020	6,400.00	AXON CAMERA & MODEM INSTALL (QTY 64)
12642	MOVE OVER OUTFITTERS	5973	INV	8/25/2020	280.00	COMPUTER SWAP & LABOR (QTY 4)

8



Board List by Voucher

Board: BW082520 8/25/2020

Cash Account / Bank: 101001 - Cash - Chase Operating 1201

7080	NEWTON OIL COMPANY INC	ZZ2156	INV	8/25/2020	440.16	FUEL FOR POLICE
2350	RAY O'HERRON CO INC	2042402-IN	INV	8/25/2020	97.62	NEW HIRE UNIFORM-PLAKE
12179	PETSMART INC 508	3085050810308 042020	INV	8/25/2020	51.99	DOG FOOD-WILSON
15603	TRANSUNION RISK AND ALTERNATIVE	244301-073120	INV	8/25/2020	260.80	ONLINE SEARCH TOOL
7026	VERIZON WIRELESS-MUNCIPAL	9859400809	INV	8/25/2020	3,331.27	LPD MONTHLY PHONE BILL
14686	WATERLOGIC USA INC	159754	INV	8/25/2020	51.58	LPD MONTHLY CHARGES
3573	WINTEK CORPORATION	173089	INV	8/25/2020	30.00	LPD ANNUAL DNS HOSTING & REGISTRATION: 1 YEAR
7026	VERIZON WIRELESS-MUNCIPAL	9859375718	INV	8/25/2020	6,055.57	LPD MONTHLY PHONE BILL
16195	ROBERT JASON DOTY	001-2020	INV	8/25/2020	2,050.00	LPD VIDEO DEBRIEF
2610	THE TRUSTEES OF PURDUE UNIVERSITY	400065071	INV	8/25/2020	75.45	K9 MEDICAL EXPENSES-CEZAR
15561	J G UNIFORMS INC	73910	INV	8/25/2020	789.44	VEST COVERS- 5 RECRUITS
1455	INDIANA OXYGEN COMPANY INC	9511108	INV	8/25/2020	18.26	JULY CYLINDER RENTAL
1530	JOURNAL & COURIER	0003440584	INV	8/25/2020	1,487.50	ADS FOR RECRUITMENT
8408	HENRIOTT GROUP INC	480951	INV	8/25/2020	4,853.68	SEPTEMBER WELLNESS COACH INSTALLMENT
7704	CHOSNEK LAW, P.C.	15692	INV	8/25/2020	132.50	LEGAL SERVICES ENGINEERING
12727	T-N-T TREE SERVICE LLC	4452	INV	8/25/2020	4,160.00	TREE REMOVAL - MULTIPLE LOCATIONS
1530	JOURNAL & COURIER	0003440550	INV	8/25/2020	58.42	LEGAL AD FOR CC RESOLUTION 2020-14
16934	HP WS-VI MERRILLVILLE LLC	080220-081020 -1	INV	8/25/2020	525.12	NILEA HOUSING EXPENSE-2 RECRUITS
16934	HP WS-VI MERRILLVILLE LLC	080220-081020 -2	INV	8/25/2020	525.12	NILEA HOUSING EXPENSE-2 RECRUITS

9



Board List by Voucher

Board: BW082520 8/25/2020

Cash Account / Bank: 101001 - Cash - Chase Operating 1201

1419	INDIANA DRUG ENFORCEMENT ASSOCIATION INC	2010-53	INV	8/25/2020	120.00	FIELD TEST CERTIFICATION-PARRETT & ZCAIN
1530	JOURNAL & COURIER	0003440654	INV	8/25/2020	8.83	PUBLIC NOTICE OF BYRNE GRANT
10456	JARED O BAER	JULY2020CITLI	INV	8/25/2020	425.16	CHIRP CITLI GRANT WORK
13418	ALBERT EDWARD DEMELLO III	JULY2020CITLI	INV	8/25/2020	1,605.06	CHIRP CITLI GRANT WORK
16292	NATHANIEL J FOSTER	JULY2020CITLI	INV	8/25/2020	260.28	CHIRP CITLI GRANT WORK
3209	TIPPECANOE COUNTY GOVERNMENT	JULY2020CITLI	INV	8/25/2020	4,791.49	CHIRP CITLI GRANT WORK
6056	BRAND ELECTRIC INC	E19013-1	INV	8/25/2020	3,000.00	TRANSFER SWITCH FOR STATION 7
6056	BRAND ELECTRIC INC	E19013-2	INV	8/25/2020	1,500.00	LABOR FOR TRANSFER SWITCH INSTALL AT STATION 7
8643	STELLO PRODUCTS INC	30946	CRM	8/25/2020	-579.32	CREDIT FOR SCRAP METAL
8230	CITY OF LAFAYETTE-WORKMANS COM	WC 202008	INV	8/25/2020	27,500.00	WORK COMP AUGUST 2020
16756	AMDG	CDBG-COVID19 081820	INV	8/25/2020	5,000.00	CDBG EMERGENCY SMALL BUSINESS ASSISTANCE PROGRAM-2
16700	ASHLEY D READ	CDBG-COVID19 081420	INV	8/25/2020	3,750.00	CDBG EMERGENCY SMALL BUSINESS ASSISTANCE PROGRAM-2
15138	SUNCREST PSYCHOLOGICAL SERVICES LLC	500	INV	8/25/2020	4,275.00	EAPS SERVICES JULY 2020
13117	BRIGHTVIEW HOLDINGS INC	6949941	INV	8/25/2020	19,034.53	LAND MAINT VARIOUS AREAS JULY 2020
6657	STERICYCLE INC	4009495434	INV	8/25/2020	223.19	MEDICAL WASTE DISPOSAL
15828	CORPORATE RISK HOLDINGS III INC	G3028088	INV	8/25/2020	153.30	BACKGROUND SCREENING SERVICES (I-9/E-VERIFY)
15828	CORPORATE RISK HOLDINGS III INC	G3020387	INV	8/25/2020	47.99	BACKGROUND CHECK APPLICATION
7704	CHOSNEK LAW, P.C.	15697	INV	8/25/2020	848.00	LEGAL SERVICES CITY COUNCIL
7704	CHOSNEK LAW, P.C.	15693	INV	8/25/2020	17,483.09	LEGAL SERVICES BOW

10



Board List by Voucher

Board: BW082520 8/25/2020

Cash Account / Bank: 101001 - Cash - Chase Operating 1201

12900	FRECKLES GRAPHICS OF LAFAYETTE INC	164696	INV	8/25/2020	5,500.00	CITY OF LAFAYETTE MASKS
12988	C.M. BUCK & ASSOCIATES INC	ACD3447	INV	8/25/2020	79,499.00	PIT COVER FOR LONG CENTER (PARTIAL INSURANCE)
13258	TURFDOGS LLC	11760	INV	8/25/2020	7,810.00	FIELD MATERIAL FOR MCCAWE PARK FIELD 1
11177	THE OUTPOST CATERING HALL	07302020	INV	8/25/2020	2,710.50	EMPLOYEE PICNIC BOXED LUNCHES
11153	TIMOTHY R VALIANT	11032227	INV	8/25/2020	300.00	EMPLOYEE PICNIC
3349	UNITED PARCEL SERVICE INC	99X57X310	INV	8/25/2020	10.15	SHIPPING
7026	VERIZON WIRELESS-MUNCIPAL	9860507953	INV	8/25/2020	30.01	MONTHLY CHARGES CPFOZ
			Board Total		286,574.51	

11



Board List by Voucher

Board: BW082520 8/25/2020

Cash Account / Bank: 101080 - Cash-Horizon Utilities Op

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
12004	VANCO PAYMENT SOLUTIONS LLC	10810278	INV	8/25/2020	441.51	CHECK PROCESSING FOR JULY
1990	ASTBURY WATER TECHNOLOGY INC	226147	INV	8/25/2020	301.00	SAMPLE ANALYSIS - PLANT
9024	BRENNTAG MID-SOUTH INC	BMS647073	INV	8/25/2020	3,182.00	BLEACH FOR TREATMENT
13117	BRIGHTVIEW HOLDINGS INC	6949834	INV	8/25/2020	832.35	SAGAMORE PKWY BIORETENTION AREA MAINTENANCE
8681	CINTAS CORPORATION NO 2	4057361247	INV	8/25/2020	65.35	UNIFORMS - RENEW
8681	CINTAS CORPORATION NO 2	4057361403	INV	8/25/2020	282.39	UNIFORMS - RENEW
16939	MINNESOTA LIMITED LLC	5538	INV	8/25/2020	903.98	HYDRANT METER DEPOSIT REFUND
8378	BRIDGESTONE AMERICAS INC	411208	INV	8/25/2020	15,570.80	PRINT & MAIL BILLS JULY
6882	ELEMENT MATERIALS TECHNOLOGY DALEVILLE LLC	EFW255272IN	INV	8/25/2020	7,384.70	SAMPLE ANALYSIS - PLANT AND INDUSTRIAL
10960	DARIN J FROST	3697	INV	8/25/2020	116.76	TIGER TAILS 3" X 36" W/ROPE
10960	DARIN J FROST	3699	INV	8/25/2020	1,934.87	ROOT CUTTER AND SKIDS
16613	PVS TECHNOLOGIES INC	273698	INV	8/25/2020	4,995.01	FERRIC FOR TREATMENT
16613	PVS TECHNOLOGIES INC	273915	INV	8/25/2020	4,966.31	FERRIC FOR TREATMENT
8734	TISCHMAK & SOHNE INC	305441	INV	8/25/2020	1,070.00	SOIL AND MULCH
3118	STEVE'S OVERHEAD DOOR CO	179198	INV	8/25/2020	215.00	REPAIR OVERHEAD DOOR AT STORMWATER BLDG
3209	TIPPECANOE COUNTY GOVERNMENT	TCPWQ0730202003	INV	8/25/2020	15,145.79	MS4 GENERAL COSTS 2ND QTR 2020
10015	UPCYCLE PRODUCTS INC	20290	INV	8/25/2020	2,881.00	RAIN BARRELS
12641	WILLIAMS CREEK MANAGEMENT CORPORATION	WCMC20192	INV	8/25/2020	700.00	MAINTENANCE & PRESERVATION SVC 2020 VALLEY STREET
16493	WASTE MANAGEMENT OF INDIANA LLC	7934810-0023-0	INV	8/25/2020	3,323.80	DISPOSAL OF GRIT,GREASE AND SCREENINGS

12



Board List by Voucher

Board: BW082520 8/25/2020

Cash Account / Bank: 101080 - Cash-Horizon Utilities Op

16493	WASTE MANAGEMENT OF INDIANA LLC	7934850-0023-6	INV	8/25/2020	5,569.60	DISPOSAL OF STREET SWEEPINGS
8667	IDEXX DISTRIBUTION INC	3068712302	INV	8/25/2020	1,546.67	LAB SUPPLIES
8546	PURDY MATERIALS INC	130934	INV	8/25/2020	535.50	CONCRETE FOR DIG UPS 1738 NORTH 13TH
8681	CINTAS CORPORATION NO 2	4057361472	INV	8/25/2020	134.11	UNIFORMS WWPL
8546	PURDY MATERIALS INC	132304	INV	8/25/2020	10,163.19	AGGREGATE SAND/STONE
1700	LAFAYETTE WAREHOUSE INC	02RF1822	INV	8/25/2020	1,322.86	WELL MAINT/GEN SETS ANNUAL
2145	MILESTONE CONTRACTORS LP	131959	INV	8/25/2020	3,525.38	STREET REPAIRS
7078	THE HOME CITY ICE COMPANY	5678203301	INV	8/25/2020	230.00	7 LB BAGS ICE
12031	STAPLES INC	8058958137	INV	8/25/2020	97.99	COPIER TONER
15904	BURNELL PIT INC	LTWN20-3220	INV	8/25/2020	1,770.00	DUMP FEES JULY
9024	BRENNTAG MID-SOUTH INC	BMS647072	INV	8/25/2020	2,530.72	SODIUM HYPO FOR GLICK
6245	ENVIRONMENTAL LABORATORIES INC	20316392	INV	8/25/2020	225.00	BACTERIA SAMPLING
2120	M E SIMPSON COMPANY INC	35448	INV	8/25/2020	8,960.00	VALVE ASSESMENT
6837	AMERICAN STRUCTUREPOINT INC	129732	INV	8/25/2020	3,942.50	RAINEY BROOK LS AND WATERSTONE LS STUDY
7658	BOWEN ENGINEERING CORPORATION	15-20-016-6	INV	8/25/2020	55,719.00	WWTP CAPACITY INCREASE
7658	BOWEN ENGINEERING CORPORATION	14-19-054-5	INV	8/25/2020	25,071.30	WILLIAMS STREET SEWER
7704	CHOSNEK LAW, P.C.	15695	INV	8/25/2020	1,272.00	LEGAL SERVICE-WATER/RENEW
8389	WESSLER ENGINEERING INC	35430	INV	8/25/2020	310.00	ON CALL ENG-WASTEWATER SERVICES
8389	WESSLER ENGINEERING INC	35433	INV	8/25/2020	5,903.00	NORTHEAST AREA SEWER REPLACEMENT
12229	SHREWSBERRY & ASSOCIATES LLC	2113031	INV	8/25/2020	2,982.88	S 30TH ST DRAINAGE IMPROVEMENTS STUDY

13



Board List by Voucher

Board: BW082520 8/25/2020

Cash Account / Bank: 101080 - Cash-Horizon Utilities Op

9160	BUTLER, FAIRMAN & SEUFERT INC	89701	INV	8/25/2020	34,344.99	PEARL RIVER SEWER RELOCATION
213	ATLAS EXCAVATING INC	17-0046-3	INV	8/25/2020	244,007.00	SOUTH 30TH ST DRAINAGE IMPROVEMENTS
213	ATLAS EXCAVATING INC	17-0046-3RET	INV	8/25/2020	27,111.88	SOUTH 30TH ST DRAINAGE IMPROVEMENTS-RETAINAGE
213	ATLAS EXCAVATING INC	SA21-10	INV	8/25/2020	335,750.78	SERVICE AREA 21
676	CROWE LLP	706-2349937	INV	8/25/2020	2,000.00	PROFESSIONAL SERVICES SEWER/WATER
			Board Total		839,338.97	

14



Board List by Voucher

Board: BW082520 8/25/2020

Cash Account / Bank: 101098 - Cash-ONB 2018 Park Bond

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
1522	J R KELLY COMPANY INC	20-3785-1	INV	8/25/2020	293,790.15	MEMORIAL ISLAND PHASE III
1522	J R KELLY COMPANY INC	20-3785-1RET	INV	8/25/2020	32,643.35	MEMORIAL ISLAND PHASE III-RETAINAGE
			Board Total		326,433.50	

15



Board List by Voucher

Board: BW082520 8/25/2020

Cash Account / Bank: 101505 - ONB Water Bond 2018

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
8389	WESSLER ENGINEERING INC	35559	INV	8/25/2020	279,756.24	MURDOCK PARK-WATER BOND
			Board Total		279,756.24	

A handwritten signature in the bottom right corner of the page.



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

Main Street Outside of Lafayette Movie Theatre- 8:9:30am

Main Street In Front of Courthouse 10:15-11:45am

Myers Pedestrian Bridge: 6:00-9:30pm

Date of Event: August 28, 2020 Time: From: _____ am/pm to: _____ am/pm

Times and dates very flexible to anytime between 8/24 and 8/29, mornings and evening preferred.

Name: Michelle Brantley, Levi Phillips Organization: Greater Lafayette Commerce, Madhouse Creative

Street Address: 436 13th St.

City: Toledo State: Ohio Zip Code: 43604

Contact person(s): Levi Phillips Phone Number(s): 206-595-5079

Email: Levi@madmadmad.com mbrantley@greaterlafayettecommerce.com

Event Description: Filming a marketing production with Greater Lafayette Marketing Coalition (Greater Lafayette Commerce)

Caterer: n/a Caterer's Phone Number: _____

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

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

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

Estimated Attendance: Streets - 10-12 Bridge - 40-50 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 _____

Both →

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: \$ 25 (optional)
- Certificate of Insurance update
- Amusement & Entertainment Permit # _____
 Not sure if you need an A&E Permit? Want more information? Go to:
<http://www.in.gov/dhs/2795.htm> and see definition of A&E Permit in **Rule and Regulations** instructions found at the same link as the **Special Event Application**
- Traffic Control / Public Safety / Emergency Plan
- User Agreement
- Board of Public Works and Safety meeting (if required)

USER AGREEMENT:

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

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

"Lafayette Board of Works"
By: _____

"User"
By:  _____
Signature

Printed: _____ Levi Phillips

Date: _____ 8/3/2020

NEW



Street Closure/Bridge Rental Request: Change Request

Lafayette Board of Works, 8/11/20 Update

From Madhouse Creative, with the Greater Lafayette Marketing Coalition

Update to the request: Per Item 1 in the original request below, We would like to change the request to reserve the portion of 4th Street between Columbia and Main, rather than being on Main.

We would also like to note, per Item 3 as noted in the original request, that Saturday morning, 8/29, would be the top preferred time if available.

ORIGINAL REQUEST:

Board of Works

We are requesting short, small street closures and a short rental of the Myers pedestrian bridge during the week of August 24-29. We are working with the Greater Lafayette Marketing Coalition to produce a marketing film in order to promote the business and culture of the city.

We have three requests to make in order to safely and effectively film the project.

1. A three hour closure window on ~~Main Street in front of the court house.~~ We only need a small portion of road.
2. A three hours closure on Main Street in front of the Lafayette Theater at 600 Main. St. Just a small portion needed in front of the theater.
3. A four hour rental of the Myers Pedestrian Bridge from 6-9:30pm on any weekday evening, or 7-10:30am on Saturday, August 29.

We are scheduled to film throughout the whole week, and will gladly work around availability for closures and rentals.

My phone number is 206-595-5079 and email is levi@madmadmad.com, and I am happy to answer any further questions you may have on the requests. Our contact at the Greater Lafayette Marketing Coalition is Michelle Brantley, she can be reached at mbrantley@greaterlafayettecommerce.com

We hope this will be a successful partnership and that the project will lead to the greater growth and development of Lafayette. I look forward to hearing from you.

Thank You,

Levi Phillips | Madhouse, Producer

OLD



Street Closure/Bridge Rental Request

Lafayette Board of Works

From Madhouse Creative,

on behalf of the Greater Lafayette Marketing Coalition *of Greater Lafayette Commerce*

Board of Works

We are requesting short, small street closures and a short rental of the Myers pedestrian bridge during the week of August 24-29. We are working with the Greater Lafayette Marketing Coalition to produce a marketing film in order to promote the business and culture of the city. *(Greater Lafayette Commerce)*

We have three requests to make in order to safely and effectively film the project.

1. A three hour closure window on Main Street in front of the court house. We only need a small portion of road.
2. A three hours closure on Main Street in front of the Lafayette Theater at 600 Main. St. Just a small portion needed in front of the theater.
3. A four hour rental of the Myers Pedestrian Bridge from 6-9:30pm on any weekday evening, or 7-10:30am on Saturday, August 29.

We are scheduled to film throughout the whole week, and will gladly work around availability for closures and rentals.

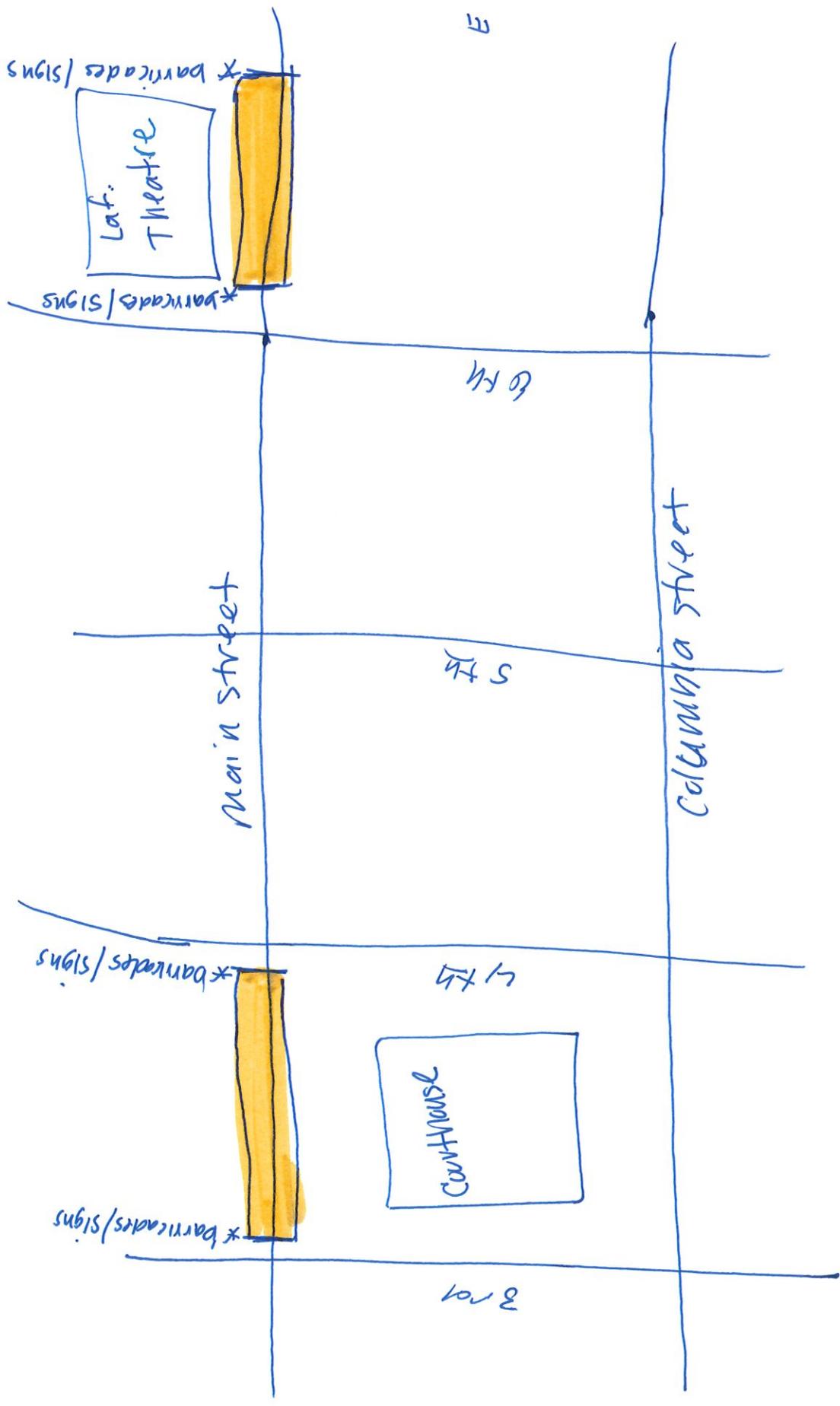
My phone number is 206-595-5079 and email is levi@madmadmad.com, and I am happy to answer any further questions you may have on the requests. Our contact at the Greater Lafayette Marketing Coalition is Michelle Brantley, she can be reached at mbrantley@greaterlafayettecommerce.com

We hope this will be a successful partnership and that the project will lead to the greater growth and development of Lafayette. I look forward to hearing from you.

Levi Phillips

Madhouse, Producer

N



S

3

13

MISCELLANEOUS PAYMENT RECPT#: 2260130
City of Lafayette, IN
20 N 6th St
Lafayette IN 47901

DATE: 08/05/20 TIME: 10:46
CLERK: sscott DEPT:
CUSTOMER#: 999
MISC CUSTOMER
COMMENT: FILMING EVENT

CHARGES:
APG1 APPLICATION FEE 25.00
BARR BARRICADE RENTA 25.00
AMOUNT PAID: 50.00

PAID BY: GREATER LAF COMMERCE
PAYMENT METH: CREDIT CARD
 V#0078 EX 0922

REFERENCE:

AMT TENDERED: 50.00
AMT APPLIED: 50.00
CHANGE: .00