

11 South Third St., Suite 200
Lafayette, IN 47901
765.423.5602
www.bfsengr.com



April 8, 2020

Dave Griffee, PE
Assistant City Engineer
20 North 6th Street
Lafayette, IN 47901

Re: Addendum #2 Utility Service Agreement – Wastl Master Agreement
Redwood Lafayette Twyckenham Boulevard IN P1 LLC

Dear Dave,

Enclosed please find 4 original executed copies for Addendum #2 referenced above. Along with the agreements is a check for the full amount due \$115,152.

The documents have been reviewed, and I have found them to be in order. They are ready for execution by the Board of Works upon your final review. With Mayor Roswarski presenting all materials, he may need to see a location map of this area such as the one I included.

Please note the following breakdown for deposit of the funds:

Water Fee	= \$17,622
Wastewater Fee	= \$97,530

Should you have any questions, please email amoulton@bfsengr.com or call my cell phone 765-479-2723.

Respectfully,

A handwritten signature in black ink that reads "Amy H. Moulton".

Amy H. Moulton



Office of the City Engineer

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

ADDENDUM #2
AGREEMENT FOR UTILITY SERVICE
Mary C. Wastl Master Agreement
Redwood Lafayette Twyckenham Boulevard IN P1 LLC
Redwood Apartment Neighborhood At Lafayette – Lot 1

Pursuant to the attached Conditions for Utility Service consisting of six (6) pages and in recognition of the Master Agreement referenced above, the City of Lafayette agrees to provide water supply service to and to accept sanitary sewage from a proposed 18.727± acre residential development site known as Redwood Apartment Neighborhood At Lafayette – Lot 1 (approximately 118 units), located along the south side of Twyckenham Blvd. between Poland Hill Road and Old U.S. 231 South. (Described in Exhibit 'A' attached hereto.)

City of Lafayette
Board of Public Works and Safety

Gary D. Henriott, President

Amy Moulton, Member

Norman D. Childress, Member

Ronald Shriner, Member

Cindy Murray, Member

ATTEST:

Date: _____

Date: _____

Owner/Developer:
Redwood Lafayette Twyckenham Boulevard IN P1 LLC

Name: David Conwill, Member

Date: April 2, 2020

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

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

Notary Public
Resident of _____ County

My Commission Expires: _____

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

Before me the undersigned, a Notary Public for the County of MEDINA, State of Ohio, personally appeared David Conwill, Member of Redwood Lafayette Twyckenham Boulevard IN P1 LLC, who acknowledged the execution of the foregoing Agreement for Utility Service this 2 day of APRIL 2020.

Margaret Conwill
MARGARET CONWILL Notary Public
Resident of MEDINA County

My Commission Expires: 10/31/2022

MARGARET CONWILL
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 10/31/2022

CONDITIONS FOR UTILITY SERVICE

1. Acceptance of the conditions in the attached Statement of Policy for Utility Service. (Dated March 25, 1999)
2. The Owner/Developer shall provide all easements necessary to provide utility (water, sanitary sewer and storm sewer) service at no cost to the City of Lafayette.
3. The implementation plan for this development anticipates that 100% of the full fees will be paid at the time of execution.
4. Fees referenced in the Master Agreement executed on July, 3, 1995 were based on estimates of future capital improvements for the water utility by the City of Lafayette and/or provisions for the Owner to construct water lines at their expense all based on the timing of desired development by the Owner. Thenceforward, development triggering an Addendum to the Master Agreement has not occurred. In addition, the City of Lafayette has constructed the water infrastructure to serve the acreage identified in the Master Agreement as well as other properties within Service Area 14. Due to these factors, the original fees outlined in the Master Agreement should be deemed obsolete and all acreage associated with the Master Agreement should be subject to the current published fees for Service Area 21 per the Cost Recovery Fee Worksheet Revision 9 dated May 5, 2018.
5. Payment of the Cost Recovery Fees, pursuant to the Cost Recovery Fee Summary Sheet for Redwood Apartment Neighborhood At Lafayette – Exhibit 'B' dated February 13, 2020 attached hereto and a part hereof.

6.1 WATER SUPPLY

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

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

1. An existing 24"Ø watermain on the south side of Twyckenham Blvd.
(24"Ø)

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

In recognition of prior construction of primary water supply, storage and distribution mains by the City of Lafayette to serve this general area, the Owner/Developer agrees to pay to said City a Water Cost Recovery Fee in the amount of \$941 per acre of platted development.

SUMMARY OF COSTS AND PAYMENTS Water Supply

The Water Cost Recovery Fee equals platted acreage times \$941

Payment due upon execution of a Utility Service Agreement equals the platted acreage times \$941.
(18.727 acres x \$941 = \$17,622)

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

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

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

6.2 SANITARY SEWER

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

Sewer service connection shall be provided at two (2) points of connection.

1. An existing 10"Ø sanitary sewer located near the south property line of the subject parcel will serve both connections. (10"Ø)

In recognition of prior and current construction of sewage lift stations, forcemains and interceptor sewers by the City to serve this general area, the Owner/Developer agrees to pay to said City a Wastewater Cost Recovery Fee in the amount of \$5, 208 per acre of platted development.

SUMMARY OF COSTS AND PAYMENT
Sanitary Sewer Service

The Wastewater Cost Recovery Fee equals platted acreage times \$5,208.

Payment due upon the execution of a Utility Service Agreement equals the platted acreage times \$5,208.
(18.727 acres x \$5,208 = \$97,530)

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

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

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

STATEMENT OF POLICY UTILITY SERVICE

March 25, 1999

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

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

Sanitary Sewers

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

Water

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

Exhibit "A"

LEGAL DESCRIPTION – Redwood Apartment Neighborhood at Lafayette LOT 1

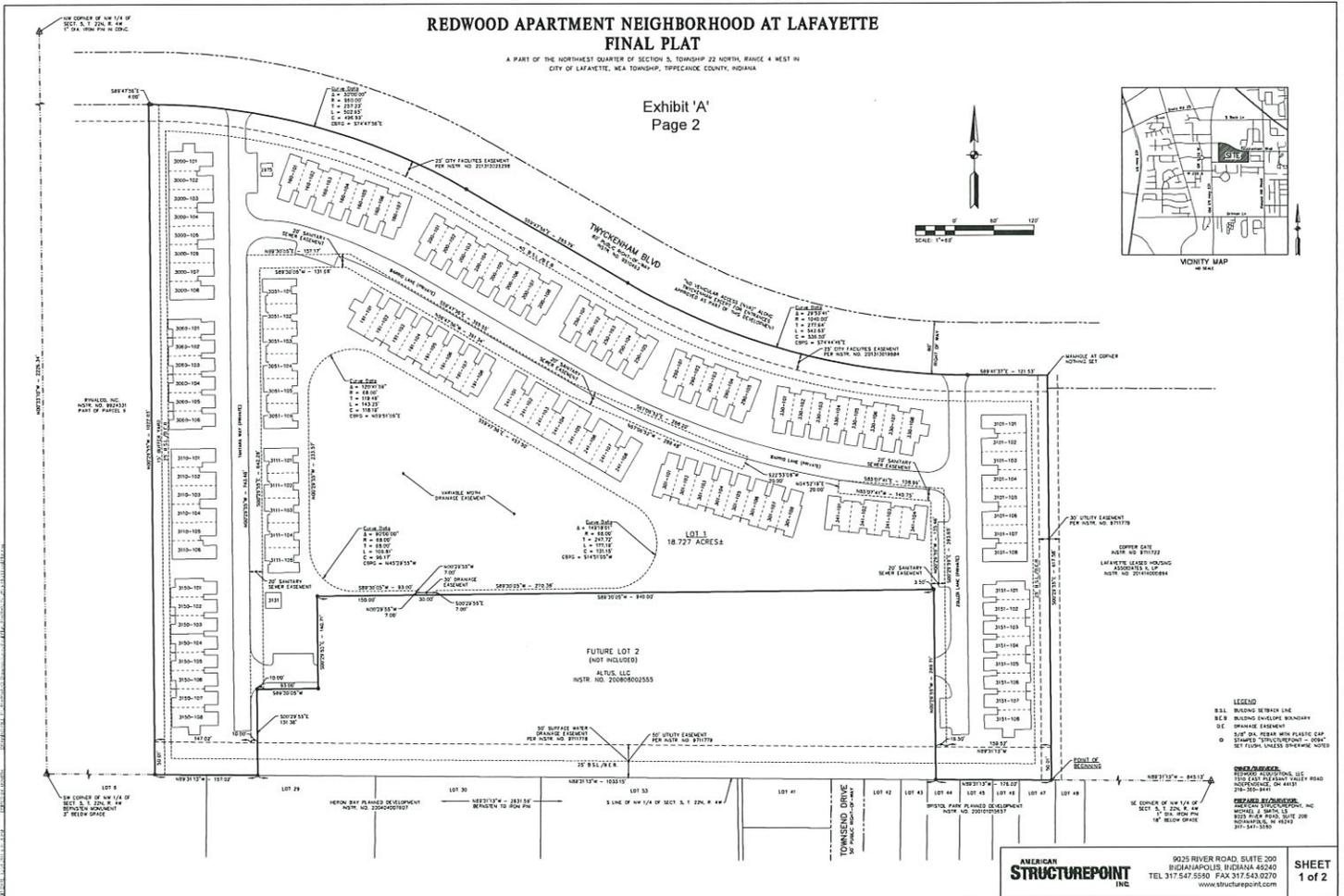
Part of the Northwest Quarter of Section 5, Township 22 North, Range 4 West in Tippecanoe County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Northwest Quarter; thence North 89 degrees 31 minutes 13 seconds West 845.13 feet along the south line of said Northwest Quarter (basis of bearings is the Indiana Geospatial Coordinate System, Tippecanoe Zone) to the southeast corner of the 12.63-acre parcel described in Instrument Number 201919020993, on file in the Office of the Recorder of Tippecanoe County, Indiana, being the POINT OF BEGINNING; thence continue North 89 degrees 31 minutes 13 seconds West 176.02 feet along said south line; thence North 00 degrees 29 minutes 55 seconds West 289.71 feet; thence South 89 degrees 30 minutes 05 seconds West 940.00 feet; thence South 00 degrees 29 minutes 55 seconds East 140.71 feet; thence South 89 degrees 30 minutes 05 seconds West 93.00 feet; thence South 00 degrees 29 minutes 55 seconds East 131.36 feet to the south line of said Northwest Quarter; thence North 89 degrees 31 minutes 13 seconds West 157.02 feet along said south line; thence North 00 degrees 29 minutes 55 seconds West 1,022.03 feet to the south line of a 5.00-acre parcel described in Instrument Number 9510463, on file in the Office of said Recorder, the following five (5) courses are along the south line thereof; 1)thence South 89 degrees 47 minutes 56 seconds East 4.00 feet; 2)thence Easterly 502.65 feet along a curve to the right having a radius of 960.00 feet and subtended by a long chord having a bearing of South 74 degrees 47 minutes 56 seconds East and a length of 496.93 feet; 3)thence South 59 degrees 47 minutes 56 seconds East 285.79 feet; 4)thence Easterly 542.63 feet along a curve to the left having a radius of 1,040.00 feet and subtended by a long chord having a bearing of South 74 degrees 44 minutes 46 seconds East and a length of 536.50 feet; 5)thence South 89 degrees 41 minutes 37 seconds East 121.53 feet to the northeast corner of said 12.63-acre parcel; thence South 00 degrees 29 minutes 55 seconds East 617.58 feet along the east line of said 12.63-acre parcel to the POINT OF BEGINNING. Containing 18.727 acres, more or less.

REDWOOD APARTMENT NEIGHBORHOOD AT LAFAYETTE FINAL PLAT

A PART OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 22 NORTH, RANGE 4 WEST IN
CITY OF LAFAYETTE, WEA TOWNSHIP, WISCONSIN COUNTY, WISCONSIN

Exhibit 'A'
Page 2



AMERICAN STRUCTUREPOINT INC.
 9025 RIVER ROAD, SUITE 200
 WIGANAPOLIS, WISCONSIN 53090
 TEL 317.547.5590 FAX 317.543.0270
 www.structurepoint.com

SHEET 1 of 2

EXHIBIT 'B'

**COST RECOVERY FEE SUMMARY SHEET
REDWOOD LAFAYETTE TWYCKENHAM BOULEVARD IN P1 LLC
FEBRUARY 13, 2020**

Project Title: Redwood Apartment Neighborhood At Lafayette

Project Acreage: 18.727±

Number of Lots: Lot 1 – approximately 118 units

Schedule of Fees:

I. Charges:

Water Fee	(\$941 x 18.727acres) =	\$17,622	(15.3%)
Wastewater Fee	(\$5,208 x 18.727acres) =	<u>\$97,530</u>	(84.7%)
Total		\$115,152	100%

UTILITY COST RECOVERY FEE WORKSHEET

Project Title: Redwood Apartment Neighborhood At Lafayette Date: 2/13/2020
 Project Location: South Side of Twyckenham Blvd. Between Poland Hill Road and Old US 231 South
 Total Platted Acreage: 18.727 Ac. (per Legal Description) No. of Lots: 1
 Service Area in which Proposed Project is located: (See Map) 14
 A. Total Average Flow from IDEM Design Summary: _____ gpd
 B. Acreage flow: A. = _____ gpd per Ac.
 Platted Acreage
 C. Flow Multiplier: B. - 2000 = _____
 (Use 0 if less than 0) 2000 gpd per Acre

WASTEWATER RECOVERY FEE WORKSHEET

WATER RECOVERY FEE WORKSHEET

1. Base Fee	=	<u>\$2,165</u>
2. Service Area Fee	=	<u>\$3,043</u>
3. Flow Rate Adjustment: [C. x (1.+2.)]	=	_____
4. Recovery Fee per Acre: (Sum of 1.+2.+3.)	=	<u>\$5,208</u>
5. Total Wastewater Recovery Fee (4. x Total Platted Acreage)	=	<u>\$97,530</u>
<u>\$5,208</u> x <u>18.727</u>	=	<u>\$97,530</u>

1. Base Fee	=	<u>\$941</u>
2. Service Area Fee	=	<u>\$0</u>
3. Flow Rate Adjustment: [C. x (1.+2.)]	=	_____
4. Recovery Fee per Acre: (Sum of 1.+2.+3.)	=	<u>\$941</u>
5. Total Water Recovery Fee (4. x Total Platted Acreage)	=	<u>\$17,622</u>
<u>\$941</u> x <u>18.727</u>	=	<u>\$17,622</u>

Service Area Fee Schedule

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

Service Area Fee Schedule

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

* No Base Fee required for this Service Area.

** Revision of Service Area Fee pending.

SEE REVERSE SIDE FOR ADDITIONAL FEE SCHEDULES

WASTEWATER RECOVERY FEE WORKSHEET (cont'd)

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

WATER RECOVERY FEE WORKSHEET (cont'd)

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

STORMWATER COST RECOVERY FEES

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

MISCELLANEOUS COST RECOVERY FEES

I. WATERMAINS

Creasy Lane area between Creasy Court and State Road 38	\$850 / Acre of Platted Acreage
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* No Base Fee required for this Service Area.

** Revision of Service Area Fee pending.

