NOTICE OF PUBLIC MEETING
OF THE
LAFAYETTE REDEVELOPMENT COMMISSION
BOARD OF WORKS ROOM, CITY HALL

Welcome And Call To Order

Approve Minutes

Approve Minutes Of The January 30, 2020 Meeting

Documents:

JANUARY 30 2020 MINUTES.PDF

Public Hearing

Resolution No. LRC 2020-02 Resolution Confirming The Amending Declaratory Resolution Of The Lafayette Redevelopment Commission Adopted On December 19, 2019 Amending The Consolidated Plan For The Consolidated Creasy/Central Economic Development Area

New Business

Resolution No. LRC-2020-02 Resolution Confirming The Amending Declaratory Resolution Of The Lafayette Redevelopment Commission Adopted On December 19, 2019 Amending The Consolidated Plan For The Consolidated Creasy/Central Economic Development Area

Documents:

LRC RESOLUTION 2020-02 NOVA TOWER PROJECT CONFIRMATORY RESOLUTION.PDF

Resolution No. LRC 2020-03 A Resolution Pledging Tax Increment For Nova Tower Project

Documents:

LRC RESOLUTION 2020-03 PLEDGE RESOLUTION - NOVA TOWER PROJECT.PDF

Resolution No. LRC 2020-04 A Resolution Recommending Designation Of An Economic Revitalization Area For Tax Abatement And Recommending Approval Of Deduction For Tax Abatement-Southwire Company, LLC Personal Property

Documents:

LRC RESOLUTION 2020-04 SOUTHWIRE CO LLC ERA -TAX ABATEMENT-PP.PDF

Resolution No. LRC 2020-05 A Resolution Recommending Designation Of An Economic Revitalization Area For Tax Abatement And Recommending Approval Of Deduction For Tax Abatement Whitenack & Brothers LLC Real Property

Documents:

LRC RESOLUTION 2020-05 WHITENACK AND BROS LLC ERA DESIGNTN-TAX ABTMNT RE.PDF

American Structurepoint 3rd & 4th Street 2-Way Conversion Feasibility Study - Fee Proposal

Documents:

AMERICAN STRUCTUREPOINT 3RD-4TH STREET FEE PROPOSAL.PDF

American Structurepoint Park East Boulevard Amendment #1

Documents:

AMERICAN STRUCTUREPOINT PARK EAST SOUTH AMENDMENT 1.PDF

Main Street Streetscape Phase III (HWC) Main Street Between 10th And 11th Streets And 10th Street Between Columbia And Ferry Streets.
Notice of award
Contract award
Notice to proceed

Documents:

HWC MAIN STREET PHASE III.PDF

Streetscape Phase VI (TBird) 3rd And Columbia Streets
Notice of award
Contract award
Notice to proceed

Documents:

TBIRD STREETSCAPE PHASE VI.PDF

HWC Engineering Main Street Phase III Contract 2017-258-S Amendment #2

Documents:

HWC 2017-258 MAIN STREET PHASE III AMENDMENT 2.PDF

Request For Proposals - Construction Manager As Constructor (CMc) Services For A New Municipal Building (Police Station/Parking Garage Project)

Documents:

FINAL_RFP_LAFAYETTE_6THSTLOT_CMC_01_2-13-20.PDF

Director's Report

Claims

February Claims

Documents:

FEBRUARY CLAIMS.PDF

Public Comment

Adjourment

MINUTES OF THE
LAFAYETTE REDEVELOPMENT COMMISSION MEETING
January 30, 2020 11:00 am
Board of Works Room, City Hall

Attendance

Commissioners: Shelly Henriott, Jos Holman, Don Teder, Jim Terry, T.J. Thieme

Ex-Officio Members: Randy Bond, Dave Moulton

Staff: Dennis Carson, Economic Development Director; John Collier, Asst. Economic Development Director; Jacque Chosnek, Deputy City Attorney; Jeromy Grenard, City Engineer; Cindy Murray, City Clerk; Dave Griffee, Engineering Assistant Director of Public Works; Tim Clary, City Controller; Margy Deverall, Sr. Project Manager, Economic Development; Tony Roswarski, Mayor

Guests: Colin Sullivan, Butler Fairman & Seufert, Inc.; Brian Pohlar, HWC Engineering; Tommie Nelson, Milestone Contractors; Doug Duncan, Rieth Riley Construction; Tim Balensiefer, TBIRD Design Services; Jon Munn, TBIRD Design Services; Aaron Kowalski, MKSK, Inc.; John Hughey, Long Center; Justin Sorber, Keystone Architecture; Chris Morisse Vizza, Star City Broadcasting

Welcome and Call to Order

Don Teder welcomed everyone to the Redevelopment Commission meeting, noted that a quorum was present and opened the meeting of the Lafayette Redevelopment Commission at 10:59 a.m.

Election of Officers

It was decided that a slate of officers be elected for 2020. The slate is as follows:

President: Jos Holman
Vice President: Jim Terry
Secretary: T.J. Thieme

Jos Holman moved to approve the slate of officers. Jim Terry seconded and the motion passed.

Approval of the Minutes

Don Teder moved to approve the minutes of the Redevelopment Commission meetings from January 23, 2020 and January 30, 2020. T.J. Thieme seconded and the motion passed.

Public Hearing

Jim Terry made a motion to close the Redevelopment Commission meeting and open the public hearing to discuss the 2020 Budget Resolution. Shelly Henriott seconded and the motion passed.

Resolution No. #LRC 2020-01: 2020 Budget Resolution*--A Resolution Appropriating Money For The Lafayette Redevelopment Commission For The Fiscal Year Beginning January 1, 2020 And Ending December 31, 2020, Including The Outstanding Claims And Obligations And Fixing A Time When The Same Shall Take Effect*.

Public Comment

Jos Holman introduced the resolution and asked for comments from the public. Hearing none, Jos Holman asked for a motion to close the public hearing and open the Redevelopment Commission meeting. Jim Terry moved to the close the public hearing and open the Redevelopment Commission meeting. Shelly Henriott seconded. The motion passed.

New Business

Resolution No. #LRC 2020-01 2020 Budget Resolution*--A Resolution Appropriating Money For The Lafayette Redevelopment Commission For The Fiscal Year Beginning January 1, 2020 And Ending December 31, 2020, Including The Outstanding Claims And Obligations And Fixing A Time When The Same Shall Take Effect*. Prior to the meeting, Dennis Carson reviewed the anticipated revenue and expenses for each of the Tax Incremental Financing (TIF) Districts in 2020 with the Commissioners.

T.J. Thieme moved to approve *Resolution LRC #2020-01: 2020 Budget Resolution*, the proposed TIF budget for the fiscal year 2020. Jim Terry seconded. The motion passed.

Bid Openings

Main Street Streetscape Phase III
Main Street between 10th and 11th Streets and 10th Street between Columbia and Ferry Streets
Two contractors submitted bids for the project. The first bid opened and received was from Rieth Riley with a base bid of $1,706,798.70, with an add alternate in the amount of $16,512.00. The second bid opened and received was from Milestone Contractors with a base bid of $1,967,000.00 with an add alternate in the amount of $13,053.60.

Jim Terry moved to take the bids under advisement for further review. Shelly Henriott seconded. The motion passed.

Streetscape Phase VI
3rd and Columbia Streets
Two contractors submitted bids for the project. The first bid opened and received was from Rieth Riley with a base bid of $1,522,627.00. The second bid opened and received was from Milestone Contractors with a base bid of $1,234,048.40.

T.J. Thieme moved to take the bids under advisement for further review. Shelly Henriott seconded. The motion passed.

BF&S Engineering-Professional Services Contract (Bike Lane- S 4th Street) Dennis Carson introduced Colin Sullivan of BF&S Engineering to speak about the agreement. BF&S will perform engineering services to determine bike facilities, lanes and markings for S 4th Street. The contract is in the amount not to exceed $22,000. Jim Terry moved to approve the BF&S Engineering Professional Services Contract. T.J. Thieme seconded. The motion passed.

Keystone Architecture, Inc.-Lafayette Theater Building Assessment Agreement-The Commission now owns the facility and is responsible for its maintenance similar to the Long Center. The not-for-profit Long Center organization and board with its staff will manage the facility. Justin Sorber of Keystone Architecture, stated that this contract is for an architectural assessment of the theater to determine what renovations and repairs are necessary as well as give guidance on changes that can facilitate a better experience for performers and patrons. Keystone and relevant subcontractors will assess and provide services related to architecture as well as mechanical, electrical and plumbing systems (Keystone); structural and building envelope systems (Arsee Engineers) and acoustic conditions (Stan Roller & Associates). The total cost is not to exceed the amount of $17,200. Dennis Carson introduced John Hughey, Executive Director of the Long Center, who spoke about the long range vision the Lafayette Theater. T.J. Thieme moved to approve the Contract with Keystone Architecture. Shelly Henriott seconded. The motion passed.

MKSK-Jefferson Neighborhood Community Enhancement Plan Agreement - This agreement, as presented by Aaron Kowalski of MKSK, follows a similar scope of services as the Wabash Neighborhood plan for such areas as housing, safety and services, community organization, quality of the environment and partnership building. The cost is not to exceed $72,500. Mayor Roswarski spoke in support of this agreement and thanked MKSK and all those involved with the

Wabash Neighborhood Enhancement project. T.J. Thieme moved to approve the MKSK Jefferson Neighborhood Community Enhancement Agreement. Shelly Henriott seconded. The motion passed.

TBIRD Design Services-2020 General On-Call Services Agreement Tim Balensiefer of TBIRD Design Services presented this agreement for on-call as needed engineering services. This type of service is for small items that do not need a full agreement and project scope. These are typically repair and maintenance type projects. T.J. Thieme moved to approve the TBIRD Design Services 2020 General On-Call Services Agreement. Jim Terry seconded. The motion passed.

Director's Report

Dennis Carson announced the February 18, 2020 a public meeting at the Wells Community Cultural Center from 6:30 – 8 pm to present Boldly Wabash, the Wabash Avenue Neighborhood Plan. He extended thanks to Margy Deverall and MKSK, Inc. for their work on the project.

Claims

Jim Terry moved to approve the January 2020 claims in the amount of Five million, seventy-two thousand, eight-hundred seventy-seven dollars and seventy-nine cents ($5,072,877.79). Shelly Henriott seconded and the motion passed.

Public Comment

Jos Holman asked for any comments from the public; no comments were made.

Adjournment

Jim Terry moved to adjourn the meeting. Shelly Henriott seconded and the meeting of the Lafayette Redevelopment Commission was adjourned at 11:32 a.m.

Respectfully submitted,
Michelle Conwell, Recording Secretary

Approved,

_____
T.J. Thieme, Secretary
Lafayette Redevelopment Commission

RESOLUTION NO. LRC-2020-02

LAFAYETTE REDEVELOPMENT COMMISSION

RESOLUTION CONFIRMING THE AMENDING DECLARATORY RESOLUTION OF THE LAFAYETTE REDEVELOPMENT COMMISSION ADOPTED ON DECEMBER 19, 2019 AMENDING THE CONSOLIDATED PLAN FOR THE CONSOLIDATED CREASY/CENTRAL ECONOMIC DEVELOPMENT AREA

WHEREAS, the City of Lafayette ("City") Redevelopment Commission (the "Commission"), on October 26, 2006, adopted Resolution No. LRC-2006-22 (the "Consolidated Central Declaratory Resolution") establishing the Consolidated Central Lafayette Redevelopment Area (the "Consolidated Central Area") and Consolidated Central Allocation Area in accordance with Indiana Code 36-7-14-39 and approving the Consolidated Central Lafayette Redevelopment Plan, as amended (the "Consolidated Central Plan") for the Consolidated Central Area;

WHEREAS, the Commission adopted Resolution No. LRC-2006-25 on November 16, 2006, as further amended on July 26, 2007 by Resolution No. LRC-2007-06, on May 24, 2012 by Resolution No. LRC-2012-08 and on February 25, 2013 by Resolution No. LRC-2013-06 (collectively, as amended, the "Consolidated Creasy Lane Declaratory Resolution"), establishing and expanding the Consolidated Creasy Lane Economic Development Area (the "Consolidated Creasy Lane Area") and Consolidated Creasy Lane Allocation Area (the "Consolidated Creasy Lane Allocation Area") in accordance with Indiana Code 36-7-14-39 and approving the economic development plan for the Consolidated Creasy Lane Area, as amended (the "Consolidated Creasy Lane Plan");

WHEREAS; the Consolidated Central Plan and the Consolidated Creasy Lane Plan are hereinafter collectively referred to as the "Original Plans";

WHEREAS, the Commission adopted Resolution No. LRC-2013-06 on February 25, 2013, to, among other matters, (i) expand the Consolidated Creasy Lane Area and Consolidated Creasy Lane Allocation Area by adding approximately 196 new acres to the Consolidated Creasy Lane Area and the Consolidated Creasy Lane Allocation Area; (ii) re-characterize the Consolidated Central Area as an economic development area pursuant Indiana Code 36-7-14-41; (iii) consolidate the Consolidated Central Area and the Consolidated Creasy Lane Area, as therein expanded, into one economic development area to be known as the "Consolidated Creasy/Central Economic Development Area" (the "2013 Consolidated Area"); and (iv) consolidate and amend the Original Plans (the "2013 Consolidated Plan");

WHEREAS, the Commission adopted Resolution No. LRC-2014-10 on August 28, 2014, to, among other matters, (i) expand the 2013 Consolidated Area (the 2013 Consolidated Area, as so amended, the "Consolidated Area"); and (ii) amend the 2013 Consolidated Plan to add projects thereto (as amended, the "2014 Consolidated Plan");

WHEREAS, the Commission adopted Resolution No. LRC-2015-4 on May 28, 2015, amending the 2014 Consolidated Plan to add projects thereto (as amended, the "2015 Consolidated Plan");

WHEREAS, the Commission adopted Resolution No. LRC-2017-1 on July 27, 2017, amending the 2015 Consolidated Plan to add projects thereto (as amended, the "2017 Consolidated Plan");

WHEREAS, the Commission adopted Resolution No. LRC-2018-10 on August 23, 2018 amending the 2017 Consolidated Plan to add projects thereto (as amended, the "2018 Consolidated Plan");

WHEREAS, the Consolidated Central Declaratory Resolution, as amended as set forth above, and the Consolidated Creasy Lane Declaratory Resolution, as amended as set forth above, are hereinafter collectively referred to as the "Original Area Resolutions;"

WHEREAS, on December 19, 2019, the Commission adopted an Amending Declaratory Resolution ("Amending Declaratory Resolution") to amend the Original Area Resolutions and the 2018 Consolidated Plan, as further described in Exhibit A attached hereto, to include the construction of a mixed-use development consisting of approximately seventy-six (76) apartments, six thousand (6,000) square feet of retail/office space and structured parking, together with any necessary appurtenances, related improvements and equipment, to be located at 200 South Fourth Street in the City (collectively, "2019 Projects"), all in, serving or benefiting the Consolidated Area (the 2018 Consolidated Plan, as amended, hereinafter referred to as "2019 Consolidated Plan"); and

WHEREAS, on January 15, 2020, the Tippecanoe County Area Plan Commission ("Plan Commission") issued its order approving the Amending Declaratory Resolution and the 2019 Consolidated Plan ("Order");

WHEREAS, on February 3, 2020, the Common Council of the City adopted a resolution approving the Order of the Plan Commission and the Amending Declaratory Resolution;

WHEREAS, the Commission published in *The Lafayette Leader* and the *Journal & Courier* notice of the adoption and content of the Amending Declaratory Resolution, which publication also gave notice of a public hearing on the proposed amendments to be held by the Commission;

WHEREAS, the notice described in the preceding paragraph was also filed in the office of the Plan Commission and any other departments, bodies or offices having to do with City planning, variances from zoning ordinances, land use or the issuance of building permits; and

WHEREAS, on this date, the Commission conducted a public hearing at which the Commission heard all persons interested in the proceedings and considered all written remonstrances and objections that were filed, if any;

NOW, THEREFORE, BE IT RESOLVED BY THE LAFAYETTE REDEVELOPMENT COMMISSION THAT:

Section 1. The Commission has considered the evidence presented and now finds and determines that it will be of public utility and benefit and will benefit the public health and welfare of the citizens of the City to amend the Original Area Resolutions and the 2018 Consolidated Plan as set forth in the Amending Declaratory Resolution.

Section 2. The Amending Declaratory Resolution adopted by the Commission on December 19, 2019, a copy of which is attached hereto as Exhibit A, is hereby confirmed.

Section 3. This resolution is effective upon passage.

ADOPTED AND PASSED by the Lafayette Redevelopment Commission this 27th day of February, 2020.

LAFAYETTE REDEVELOPMENT COMMISSION

_____
Jos Holman, President

_____
Jim Terry, Vice President

_____
T.J. Thieme, Secretary

_____
Shelly Henriott, Commissioner

_____
Don Teder, Commissioner

Attest:

_____
Dave Moulton

_____
Randy Bond

EXHIBIT A

Amending Declaratory Resolution adopted on December 19, 2019

(attached)

RESOLUTION NO. LRC-2019-09

LAFAYETTE REDEVELOPMENT COMMISSION

AMENDING DECLARATORY RESOLUTION OF THE LAFAYETTE REDEVELOPMENT COMMISSION AMENDING THE CONSOLIDATED PLAN FOR THE CONSOLIDATED CREASY/CENTRAL ECONOMIC DEVELOPMENT AREA

WHEREAS, the City of Lafayette ("City") Redevelopment Commission (the "Commission"), on October 26, 2006, adopted Resolution No. LRC-2006-22 (the "Consolidated Central Declaratory Resolution") establishing the Consolidated Central Lafayette Redevelopment Area (the "Consolidated Central Area") and Consolidated Central Allocation Area in accordance with Indiana Code 36-7-14-39 and approving the Consolidated Central Lafayette Redevelopment Plan, as amended (the "Consolidated Central Plan") for the Consolidated Central Area;

WHEREAS, the Commission adopted Resolution No. LRC-2006-25 on November 16, 2006, as further amended on July 26, 2007 by Resolution No. LRC-2007-06, on May 24, 2012 by Resolution No. LRC-2012-08 and on February 25, 2013 by Resolution No. LRC-2013-06 (collectively, as amended, the "Consolidated Creasy Lane Declaratory Resolution"), establishing and expanding the Consolidated Creasy Lane Economic Development Area (the "Consolidated Creasy Lane Area") and Consolidated Creasy Lane Allocation Area (the "Consolidated Creasy Lane Allocation Area") in accordance with Indiana Code 36-7-14-39 and approving the economic development plan for the Consolidated Creasy Lane Area, as amended (the "Consolidated Creasy Lane Plan");

WHEREAS; the Consolidated Central Plan and the Consolidated Creasy Lane Plan are hereinafter collectively referred to as the "Original Plans";

WHEREAS, the Commission adopted Resolution No. LRC-2013-06 on February 25, 2013, to, among other matters, (i) expand the Consolidated Creasy Lane Area and Consolidated Creasy Lane Allocation Area by adding approximately 196 new acres to the Consolidated Creasy Lane Area and the Consolidated Creasy Lane Allocation Area; (ii) re-characterize the Consolidated Central Area as an economic development area pursuant Indiana Code 36-7-14-41; (iii) consolidate the Consolidated Central Area and the Consolidated Creasy Lane Area, as therein expanded, into one economic development area to be known as the "Consolidated Creasy/Central Economic Development Area" (the "2013 Consolidated Area"); and (iv) consolidate and amend the Original Plans (the "2013 Consolidated Plan");

WHEREAS, the Commission adopted Resolution No. LRC-2014-10 on August 28, 2014, to, among other matters, (i) expand the 2013 Consolidated Area (the 2013 Consolidated Area, as so amended, the "Consolidated Area"); and (ii) amend the 2013 Consolidated Plan to add projects thereto (as amended, the "2014 Consolidated Plan");

WHEREAS, the Commission adopted Resolution No. LRC-2015-4 on July 17, 2015, amending the 2014 Consolidated Plan to add projects thereto (as amended, the "2015 Consolidated Plan");

WHEREAS, the Commission adopted Resolution No. LRC-2017-1 on July 27, 2017, amending the 2015 Consolidated Plan to add projects thereto (as amended, the "2017 Consolidated Plan");

WHEREAS, the Commission adopted Resolution No. LRC-2018-10 on August 23, 2018 amending the 2017 Consolidated Plan to add projects thereto (as amended, the "2018 Consolidated Plan");

WHEREAS, the Consolidated Central Declaratory Resolution, as amended as set forth above, and the Consolidated Creasy Lane Declaratory Resolution, as amended as set forth above, are hereinafter collectively referred to as the "Original Area Resolutions;"

WHEREAS, the Commission now desires to amend the Original Area Resolutions and the 2018 Consolidated Plan, as further described in Exhibit A attached hereto, to include the construction of a mixed-use development consisting of approximately seventy-six (76) apartments, six thousand (6,000) square feet of retail/office space and structured parking, together with any necessary appurtenances, related improvements and equipment, to be located at 200 South Fourth Street in the City (collectively, the "2019 Projects"), all in, serving or benefiting the Consolidated Area (the 2018 Consolidated Plan, as amended, hereinafter referred to as the "2019 Consolidated Plan"); and

WHEREAS, Indiana Code 36-7-14-15 authorizes the Commission to amend the Original Area Resolutions and the 2018 Consolidated Plan, after conducting a public hearing, if it finds that:

(i) The amendment is reasonable and appropriate when considered in relation to the Original Area Resolutions, the 2018 Consolidated Plan and the purposes of Indiana Code 36-7-14; and

(ii) The Original Area Resolutions and the 2018 Consolidated Plan, with the proposed amendment, confirm to the comprehensive plan for the City;

NOW, THEREFORE, BE IT RESOLVED BY THE LAFAYETTE REDEVELOPMENT COMMISSION THAT:

Section 1. It will be of public utility and benefit to amend the Original Area Resolutions and the 2018 Consolidated Plan to include the 2019 Projects and to continue to develop the Consolidated Area.

Section 2. The Original Area Resolutions and the 2018 Consolidated Plan are hereby amended to include the 2019 Projects. The Commission finds that the 2019 Projects will further

the 2018 Consolidated Plan, as amended, and that the 2019 Projects will be located in, serve or benefit the Consolidated Area.

Section 3. The Commission finds that the public health and welfare will be benefited by the amendment to the Original Area Resolutions and 2018 Consolidated Plan and the implementation of the 2019 Consolidated Plan.

Section 4. The Commission now finds and determines that the amendment described in Section 1 above is reasonable and appropriate when considered in relation to the Original Area Resolutions, the 2018 Consolidated Plan and the economic development purposes set forth in Indiana Code 36-7-14-41. The Commission finds that the 2019 Projects constitute local public improvements and that the Original Area Resolutions and the 2018 Consolidated Plan, as amended herein, conform to the comprehensive plan for the City.

Section 5. The presiding officer of the Commission is hereby authorized and directed to submit this resolution to the Tippecanoe County Area Plan Commission ("Plan Commission") for its approval. The Commission further directs the presiding officer to submit this resolution and the approving order of the Plan Commission to the Common Council for its approval of the amendment to the Original Area Resolutions and the 2018 Consolidated Plan.

Section 6. Following receipt of the written order of the approval of the Plan Commission and approval of such order by the Common Council of the City, the Commission also directs the presiding officer, to publish notice of the adoption and substance of this resolution in accordance with Indiana Code 5-3-1-4 and to file notice with the Plan Commission, the Board of Zoning Appeals, the building commissioner and any other departments s or agencies of the City concerned with unit planning, zoning variances, land use or the issuance of building permits. The notice must state that maps and plats have been prepared and can be inspected at the office of 1he City's department of redevelopment and must establish a date when the Commission will receive and hear remonstrances and objections from persons interested in or affected by the proceedings pertaining to the proposed 2019 Projects and will determine the public utility and benefit of the proposed 2018 Projects.

Section 7. The Commission hereby finds that the estimated cost of the 2019 Projects is approximately $16,800,000.

Section 8. The Commission hereby finds that all property in the Consolidated Area will positively benefit from the 2019 Projects due to the development which is reasonably expected to encourage the attraction of new business and industry in the Consolidated Area and which it is reasonably believed will be of benefit to all citizens of the City.

Section 9. In all other respects, the Original Area Resolutions, the 2018 Consolidated Plan, as amended, and actions of the Commission consistent with this resolution are hereby ratified and confirmed.

Section 10. This resolution shall be effective upon passage.

ADOPTED AND PASSED by the Lafayette Redevelopment Commission this 19th day of December, 2019.

LAFAYETTE REDEVELOPMENT COMMISSION

Donald J. Teder, President

Jos Holman, Vice President

T.J. Thieme, Secretary

Shelly Henriott, Commissioner

Jim Terry, Commissioner

ATTEST:

Dave Moulton

Randy Bond

EXHIBIT A

CONSOLIDATED CREASY/CENTRAL TIF
ECONOMIC DEVELOPMENT AREA PLAN

The Development and Acquisition Plan for the Consolidated Central Creasy Economic Development Area of the City of Lafayette, Indiana, shall be as follows:

Property: The property commonly known as "Queen Anne Courts" located at the southeast corner of Alabama and 4th Street, Lafayette, and legally described as follows:

Part of the Northwest Quarter of the Northeast Quarter of Section 29, Township 23 North, Range 4 West, City of Lafayette, Fairfield Township, Tippecanoe County, Indiana, being more particularly described as follows:

Beginning at the intersection of the South Right of Way of Alabama Street with the East Right of Way of Fourth Street being marked by a chiseled "+" in the sidewalk; thence East, along the South Right of Way of Alabama Street, a distance of 161.20 feet to a railroad spike; thence South, an angle to the left from the preceding line 89 degrees 57' 13", a distance of 126-92 feet to a 5/8 inch diameter rebar with a plastic cap stamped "RWG 880043"; thence West an angle to the left from the preceding line of 90 degrees 20' 09', a distance of 161.16 feet to the East Right of Way line of Fourth Street; thence North, an angle to the left from the preceding line of 89 degrees 40' 54", along the East Right of Way line of Fourth Street, a distance of 125.28 feet to the Point of Beginning, containing 0.462 of an acre, more or less.

ALSO:

Parcel 1
Lot numbered one (1) in Bixler's Addition to the City of Lafayette, Indiana, except seventy-five (75) feet and nine (9) inches off the south end thereof;

Also, lot numbered one (1) in M. Peterson's Addition to the City of Lafayette, Indiana, except twenty-two (22) feet and nine (9) inches off the south end thereof, both of said additions being platted upon the West half of the Northeast Quarter of Section Twenty-nine (29) in Township Twenty-three (23) North, Range Four (4) West; and

Parcel II
All of lot numbered two (2) and seventy-five (75) feet and nine (9) inches off of the south end of lot numbered one (1) in Bixler's Addition to the City of Lafayette;

Also, twenty-two (22) feet and nine (9) inches off of the south end of lot numbered (1) in M. Peterson's Addition to the City of Lafayette, Indiana; both of

said additions being platted upon the West half of the Northeast Quarter of Section Twenty-nine (29) in Township Twenty-three (23) North, Range Four (4) West. Located in Fairfield Township, Tippecanoe County, Indiana; and

Parcel III
A part of lot numbered two (2) in Peterson's Addition and a part of Lot #3 in Bixler's Addition to the City of Lafayette, Indiana, described as follows:

Twenty-eight (28) feet of even width off of the entire side of lot two (2) in Peterson's Addition and twenty-eight (28) feet of even width off of the entire side of lot numbered three (3) in Bixler's Addition to the City of Lafayette, Indiana; and

Parcel IV
A part of lot 2 of Peterson's Addition and a part of lot 3 of Bixler's Addition to the City of Lafayette, Indiana described as follows:

Twenty-two (22) feet of even width off of the entire west side of lot two (2) in Peterson's Addition and twenty-two (22) feet of even width off the entire west side of lot three (3) in Bixler's Addition to the City of Lafayette, Indiana.

623 Oregon Street

All of lot numbered twenty-four (24) of Taylor White Peterson & Ellsworth addition to the City of Lafayette with the common address of 623 Oregon Street.

Project: Upon acquisition of the Property by the Commission, a redevelopment plan will be created which may include site demolition and any other improvements, services, landscaping, streetscaping, design, traffic and road improvement, equipment and personal property improvement or acquisition, and any other improvement or development necessary to effectuate the redevelopment of the Property at completed herein (the "Project")

PHASE I - Identification of existing development and redevelopment opportunities; plan development and Preliminary Engineering.

PHASE II - Acquisition of real property, if necessary.

PHASE III - Construction and improvement of facilities.

Future Development:

Future development activities that have been identified include the acquisition of real property, construction of new facilities, and other appropriate projects. Said activities will be incorporated into the Plan by Amendment.

Private Improvements/Investment:

1. Rohrman Acres: Construction of two new automobile dealership locations and a strip retail development along SR 26. This development will consist of seven commercial lots on about 16 acres.
2. Wal-Mart/Sam's Wholesale Club: Construction of a new shopping center containing four major buildings with a 2,460 car parking lot. Investment estimates at $12.0 million. This development will provide employment opportunities for about 240 people.
3. Theatre Acres: Construction of a $2.0 million theater complex by Goodrich Quality Theatres, Inc. with three FT, 35 PT employees. Also involves construction of a $1.0 million Pizza Hut restaurant and other retail shops.
4. Eastway Plaza: Construction of Phase 3 of a commercial strip center. Investment estimated at $300,000.
5. Dimension Cable Services: Construction of new office facility along Creasy Lane. Investment estimated at $800,000.
6. Ivy Tech Community College Expansion and Intersection Connection: The Intersection Connection will locate the Lafayette Family YMCA and Junior Achievement on the existing Ivy Tech Community College Lafayette campus, which already hosts a public library branch and an apprenticeship training center. It will also include new academic buildings such as the Agriculture, Energy and Applied Science Building and the Enterprise Center for Entrepreneurship. The resulting regional hub of interconnected services will align three pillars of regional and state prosperity: higher education and lifelong learning; healthy families and youth; and workforce and economic development. Total Project Cost: $92,100,000
7. Market Square Shopping Center: Owners are contemplating improvements in real property to add additional retail frontage and parcels for out lot buildings. Private investment in excess of $1.5 million.
8. Rohrman Acres Phase II: Expansion of auto dealership and development of commercial and residential lots.
9. Commercial/Residential expansion: Apartment complex and commercial development near the intersection of I65 and SR26 off of Frontage Road.
10. The construction of a mixed-use development at 101 Main Street inclusive of wood over podium construction, underground and first floor parking, a bank branch and regional headquarters, and 99 apartments with 4,000 square feet of retail space. The total cost of this project is estimated at $24,000,000; provided that cost of this project to be funded from the Commission is estimated at $3,700,000 inclusive of financing costs. The remaining costs of this project will be funded by the developer for the project.
11. The construction of a mixed-use development at 500 South Street inclusive of wood over podium construction, multi-level parking, and 76 apartments with 7,900 square feet of ground floor commercial/retail space. The total cost of this project is estimated at $10,500,000; provided that cost of this project to be funded from the Commission is estimated at $1,289,000 inclusive of financing costs. The developer for the project, Star Crossing LLC, will fund the remaining costs of this project.
12. The construction of a mixed-use development consisting of approximately seventy-six (76) apartments, six thousand (6,000) square feet of retail/office space and structured parking, together with any necessary appurtenances, related improvements and

equipment, to be located at 200 South Fourth Street in the City, capitalized interest, if any, a debt service reserve, if necessary, and costs of issuance related to the financing. The total cost of this project is estimated at $16,800,000; provided that cost of this project be funded from the Commission is estimated at $1,900,000, inclusive of financing costs. The developer for the project, Nova Lafayette, LLC, will fund the remaining costs of this project.

List of Redevelopment/Economic Development Area Projects

1. Major reconstruction of North 9th Street Road and Duncan Road. North 9th Street Road will be a 4-laned, divided road between Canal Road and Duncan Road. Duncan Road connects North 9th Street Road with U.S. 52.

2. Duncan Road will be extended north of U.S. 52 to provide access to the new Siemens plant. The alignment of the current intersection will be altered and there will be changes in the signalization.

3. A water line serving the Siemens plant will be installed westward from North 9th Street north of U.S. 52 to provide service prior to the extension of a water main under U.S. 52 as part of the Duncan Road/North 9th Street project.

4. Sewer facilities will be provided by extension of the current facilities.

5. Programs in job training, job enrichment, and basic skill development that are designed to benefit residents and employers in that portion of the Area that is located in the enterprise zone.

6. Extension of Duncan Road past the Siemens entrance to rejoin North 9th Street, thereby providing better access to North 9th Street from U.S. 52 and a direct route to the new Prophetstown State Park.

7. Installation and alteration of traffic signals, traffic barriers, signs, striping and other transportation construction necessary within the Area.

8. Purchase any equipment, goods or materials to be located in the Columbia Building to provide access to the Columbia Block Parking Facility through the Columbia Building.

9. The acquisition of real property by donation or other means for redevelopment or economic development purposes and the sale or transfer of land.

11. Capital improvements or equipment purchases for a downtown visitor's center.

12. Traffic improvements to Erie and Ferry Streets.

13. Riverfront Development

14. Streetscape and trail improvements including, but not limited to, sidewalks, lighting, trails, banners, and other public amenities.
    a. Phase II along 3rd Street between Columbia and Main Street and along Main Street between 3rd and 4th Streets
    b. Other streetscape improvements and maintenance downtown

15. Landscaping improvements and lawn and landscape maintenance
    a. Depot and Riehle Plaza
    b. City Hall
    c. Columbia Block Parking Garage
    d. East City Parking Lot
    e. Erie Street between 18th and Underwood Streets
    f. Old Rail Corridor
    g. Farmer's Market area on 5th Street between Columbia and Main Streets
    h. Downtown Planters
    i. City Fuel Station
    j. Main and 11th Street Plaza
    k. North 9th Street Medians

16. Development and/or improvements to commercial, residential and public facilities including, but not limited to, private and public facilities and recreational facilities.
    a. Columbia Block Parking Garage
    b. Long Center for the Performing Arts
    c. Depot and Riehle Plaza

17. Acquire and redevelop property located at 506 Brown Street (Midwest Rental Properties)

18. Acquire and redevelop property located at Southeast corner of Alabama and 4th Street (Queen Anne Courts properties)

19. Acquire and redevelop property located at 623 Oregon Street

20. Acquire and redevelop other property as necessary in the Consolidated Central Creasy TIF District.

21. Public Improvements
    a. Street Improvements: McCarty Lane, Creasy Lane and others.
    b. Expansion, extension of public improvements, including sanitary and storm sewers, storm drainage, and water supply.
    c. Improvements to public recreation and park facilities.

22. Construction of an extension of Creasy Lane from State Highway 38 to Brady Lane and appurtenances thereto, including appropriate improvements to the intersections created with State Highway 38 and U.S. Highway 52, a bridge across the Elliot Ditch, and improvements to and relocation of the Branch 13 Regional Drainage Channel.

23. Closure of the existing ingress and egress to Tippecanoe Mall Regional Shopping Center; construction of a new ingress and egress to Tippecanoe Mall Regional Shopping Center.

24. Construction of Maple Point Drive and appurtenances thereto between State Highway 38 and U.S. Highway 52, including appropriate improvements to the intersections created with State Highway 38 and U.S. 52, and construction of necessary utilities with the right-of-way of Maple Point Drive.

25. Closure of the existing intersection of Ross Road and State Highway 38, and construction of an outlet for Ross Road and appurtenances thereto to Maple Point Drive.

26. Relocation of approximately 2,000 linear feet of existing sanitary sewer interceptor line between State Highway 38 and U.S. Highway 52.

27. Relocation of the Wilson Branch Regional Drainage Channel between Ross Road and U.S. Highway 52, including construction of regional storm water detention pond facility.

28. General median maintenance including, but not limited to, mowing and landscaping.

29. The signalization of the intersection of McCarty Lane and 500 E.

30. The construction of an extension of Maple Point Drive and appurtenances thereto between U.S. Highway 52 and Concord Road, including appropriate improvements to the intersections created with U.S. Highway 52 and Concord Road, and construction of necessary utilities with the right-of-way of Maple Point Drive.

31. The reconstruction and widening of CR 350 S from 9th Street to Concord Road.

32. The reimbursement of public and private entities for expenses incurred in training employees of industrial facilities that are located in the allocation area and on a parcel of real property that has been classified as industrial property under the rules of the Department of Local Government Finance.

33. Equipment, facilities, relocation and other expenses to support job creation, economic and business development.

34. Comprehensive parking, transportation and development plans for the Area, including feasibility studies of specific sites.

35. Support of and improvements to public transportation.

36. Identification of other redevelopment opportunities and develop plans for specific economic development/redevelopment projects, including those involving acquisition of property and construction.

37. Acquisition of real property, if necessary.

38. Infrastructure improvements for redevelopment or economic development purposes, including, but not limited to, streets, roads, water, sewer, telecommunications, parking facilities and lots, and other utility or infrastructure.

39. Streetscape and trail way improvements including, but not limited to, sidewalks, lighting, trails, banners, and other public amenities.

40. Development and/or improvements to commercial, residential and public facilities including, but not limited to, private and public facilities and recreational facilities.

41. Façade and Interior Building Improvements Program

42. Design, manufacture and installation of wayfinding and other signage.

43. Establish and implement site guidelines for new development.

44. Develop and implement architectural and sign review ordinance.

45. Security for the Area and events.

46. Snow removal.

47. Brownfield assessment and remediation.

48. Projects relating to Ivy Tech Community College and its expansion for Intersection Connection.

49. Projects and redevelopment relating to the former Home Hospital site and surrounding areas for commercial, housing and public facilities that will include, but not be limited to, public infrastructure improvements such as trails, greenways, sidewalks, roads and utilities.

50. Other projects and redevelopment that the Commission finds that: (i) accomplish the Consolidated Plan of the Consolidated Central Creasy Area that will (a) promote significant opportunities for the gainful employment of its citizens, (b) attract a major new business enterprise to the City, (c) and retain or expand a significant business enterprise existing in the City; (ii) accomplish the 2013 Consolidated Plan in the Consolidated Central Area that benefits the public health, safety, morals and welfare of the citizens of the City; (iii) the 2013 Consolidated Plan cannot be achieved by the regulatory processes or by the ordinary operation of private enterprise without resort to powers under the Act because no regulatory process exists to provide the improvements contemplated by the 2013 Consolidated Plan in the Consolidated Central Creasy Area and private enterprise is unable or unwilling to provide the improvements without assistance by the Commission; and (iv) accomplishment of the 2013 Consolidated Plan will be of public utility and benefit as measured by (a) the attraction or retention of

permanent jobs, (b) an increase in the property tax base, and (c) improved diversity of the economic base.

51. Market Square Shopping Center area/Greenbush Avenue/surrounding commercial areas: Public infrastructure needed to facilitate private investment include: new entrance and intersection from Greenbush Avenue with turn lanes and traffic control at the Market Square Shopping Center and Payless Plaza. Also needed are road, sidewalk, bus and other vehicle and pedestrian improvements in and around the area to facilitate private investment and public safety.

52. St. Elizabeth Central Hospital campus and surrounding area: Owners, Sister of St Francis, have chosen to close the emergency room and concentrate services at their new facility outside of this area. As more services move or are transitioned from the area, public and private investment will need to occur for the area to remain viable and not become a blight and tax drain on the neighborhood and community. Private developers have expressed interest in some parcels and property if public support is available.

53. Infrastructure improvements: Road, trail and drainage improvements in and around Rohrman Acres/auto dealership. Median, road and traffic improvements on South Street from Creasy Lane to I65.

54. The construction of infrastructure and related improvements in and around the riverfront and public areas in the downtown. The total cost of this project is estimated at $900,000 inclusive of financing costs.

Except as expressly amended hereby, the Plan, as previously amended, shall remain in full force and effect.

RESOLUTION NO. LRC-2020-03

LAFAYETTE REDEVELOPMENT COMMISSION

PLEDGING TAX INCREMENT FOR NOVA TOWER PROJECT

WHEREAS, the City of Lafayette ("City") Redevelopment Commission (the "Commission"), on October 26, 2006, adopted Resolution No. LRC-2006-22 (the "Consolidated Central Declaratory Resolution") establishing the Consolidated Central Lafayette Redevelopment Area (the "Consolidated Central Area") and Consolidated Central Allocation Area ("Consolidated Central Allocation Area") in accordance with Indiana Code 36-7-14-39 and approving the Consolidated Central Lafayette Redevelopment Plan, as amended (the "Consolidated Central Plan") for the Consolidated Central Area;

WHEREAS, the Commission adopted Resolution No. LRC-2006-25 on November 16, 2006, as further amended on July 26, 2007 by Resolution No. LRC-2007-06, on May 24, 2012 by Resolution No. LRC-2012-08 and on February 25, 2013 by Resolution No. LRC-2013-06 (collectively, as amended, the "Consolidated Creasy Lane Declaratory Resolution"), establishing and expanding the Consolidated Creasy Lane Economic Development Area (the "Consolidated Creasy Lane Area") and Consolidated Creasy Lane Allocation Area (the "Consolidated Creasy Lane Allocation Area") in accordance with Indiana Code 36-7-14-39 and approving the economic development plan for the Consolidated Creasy Lane Area, as amended (the "Consolidated Creasy Lane Plan");

WHEREAS; the Consolidated Central Plan and the Consolidated Creasy Lane Plan are hereinafter collectively referred to as the "Original Plans";

WHEREAS, the Commission adopted Resolution No. LRC-2013-06 on February 25, 2013, to, among other matters, (i) expand the Consolidated Creasy Lane Area and Consolidated Creasy Lane Allocation Area by adding approximately 196 new acres to the Consolidated Creasy Lane Area and the Consolidated Creasy Lane Allocation Area; (ii) re-characterize the Consolidated Central Area as an economic development area pursuant Indiana Code 36-7-14-41; (iii) consolidate the Consolidated Central Area and the Consolidated Creasy Lane Area, as therein expanded, into one economic development area to be known as the "Consolidated Creasy/Central Economic Development Area" (the "2013 Consolidated Area"); and (iv) consolidate and amend the Original Plans (the "2013 Consolidated Plan");

WHEREAS, the Commission adopted Resolution No. LRC-2014-10 on August 28, 2014, to, among other matters, (i) expand the 2013 Consolidated Area (the 2013 Consolidated Area, as so amended, the "Consolidated Area"); and (ii) amend the 2013 Consolidated Plan to add projects thereto (as amended, the "2014 Consolidated Plan");

WHEREAS, the Commission adopted Resolution No. LRC-2015-4 on May 28, 2015, amending the 2014 Consolidated Plan to add projects thereto (as amended, the "2015 Consolidated Plan");

WHEREAS, the Commission adopted Resolution No. LRC-2017-1 on July 27, 2017, amending the 2015 Consolidated Plan to add projects thereto (as amended, the "2017 Consolidated Plan");

WHEREAS, the Commission adopted Resolution No. LRC-2018-10 on August 23, 2018 amending the 2017 Consolidated Plan to add projects thereto (as amended, the "2018 Consolidated Plan");

WHEREAS, the Consolidated Central Declaratory Resolution, as amended as set forth above, and the Consolidated Creasy Lane Declaratory Resolution, as amended as set forth above, are hereinafter collectively referred to as the "Original Area Resolutions;"

WHEREAS, on December 19, 2019, the Commission adopted an Amending Declaratory Resolution ("Amending Declaratory Resolution") to amend the Original Area Resolutions and the 2018 Consolidated Plan, as further described in Exhibit A attached thereto, to include the construction of a mixed-use development consisting of approximately seventy-six (76) apartments, six thousand (6,000) square feet of retail/office space and structured parking, together with any necessary appurtenances, related improvements and equipment, to be located at 200 South Fourth Street in the City (collectively, the "Projects"), all in, serving or benefiting the Consolidated Area (the 2018 Consolidated Plan, as amended, hereinafter referred to as "2019 Consolidated Plan");

WHEREAS, the Consolidated Central Allocation Area and the Consolidated Creasy Lane Allocation Area (collectively, "Allocation Areas") exist as allocation areas in accordance with Indiana Code 36-7-14-39 for the purpose of capturing all real property tax proceeds attributable to the assessed valuation within the Allocation Areas as of each assessment date in excess of the base assessed value (collectively, "Tax Increment");

WHEREAS, the City is expected to issue its "Taxable Economic Development Subordinate Revenue Bonds of 20__ (Nova Tower Project)" (to be completed in the year in which issued) ("Bonds") pursuant to a Trust Indenture, between the City and a trustee (to be determined prior to issuance of the Bonds), the proceeds of which will be provided to Nova Lafayette LLC, its affiliates or designees ("Company") for the purpose of financing a portion of the costs of construction of the Projects, in or physically connected to the Consolidated Area, capitalized interest, if any, a debt service reserve, if necessary, and costs of issuance related to the financing, pursuant to a Financing Agreement, between the Company and the City, the form of which has been recommended by the Lafayette Economic Development Commission and submitted to the Common Council of the City;

WHEREAS, the Tax Increment has previously been pledged to the payment of: (i) lease rentals which are pledged to pay principal of and interest on bonds of the Lafayette Redevelopment Authority ("Authority") designated as the "Lease Rental Refunding Revenue Bonds, Series 2010A," now outstanding in the amount of $285,000 and maturing semiannually over a period ending January 15, 2021 ("2010A Bonds"); (ii) principal of and interest on bonds of the Commission designated as the "Refunding Revenue Bonds of 2012," now outstanding in the amount of $1,090,000 and maturing semiannually over a period ending February 1, 2025 ("2012 Bonds"); and (iii) lease rentals which are pledged to pay principal of and interest on bonds of the Authority designated as the "Lease Rental Refunding Bonds, Series 2013A," now outstanding in

the amount of $935,000 and maturing semiannually over a period ending February 1, 2026 ("2013A Bonds") (the 2010A Bonds, the 2012 Bonds and the 2013A Bonds are hereinafter collectively referred to as the "Outstanding Senior Obligations");

WHEREAS, the Tax Increment has previously been pledged to the payment of: (i) lease rentals which are pledged to pay principal of and interest on bonds of the Authority designated as the "Lease Rental Bonds of 2014," now outstanding in the amount of $15,285,000 and maturing semiannually over a period ending August 1, 2039 ("2014 Bonds"); (ii) principal of and interest on bonds of the Commission designated as the "Economic Development Subordinate Tax Increment Revenue Bonds, Series 2015," now outstanding in the amount of $3,800,000 and maturing semiannually over a period ending February 1, 2035 ("2015 Bonds"); (iii) principal of and interest on bonds of the Commission designated as the "Economic Development Subordinate Tax Increment Revenue Bonds, Series 2017," now outstanding in the amount of $3,540,000 and maturing semiannually over a period ending February 1, 2023 ("2017 Bonds"); (iv) principal of and interest on bonds of the City designated as the "Economic Development Subordinate Revenue Bonds of 2019," now outstanding in the amount of $1,200,000 and maturing semiannually over a period ending February 1, 2035 ("2019 Bonds") (the 2014 Bonds, the 2015 Bonds, the 2017 Bonds and the 2019 Bonds) are hereinafter collectively referred to as the "Outstanding Parity Obligations");

WHEREAS, in order to finance the Projects, the Commission has determined that it is in the best interest of the City and its residents to pledge the Tax Increment, on a parity with the Outstanding Parity Obligations and junior and subordinate to the Outstanding Senior Obligations, received by the Commission to the City for payment of debt service on the Bonds consisting of all Tax Increment received by the Commission, minus Annual Fees (as defined in the Trust Indenture) (hereinafter, "TIF Revenues"), for as long as the Bonds remain outstanding and, to the extent TIF Revenues are not sufficient, Taxpayer Payments (as defined in the Trust Indenture); and

WHEREAS, the Commission believes that pledging the TIF Revenues will help further the accomplishment of the Plan;

NOW, THEREFORE, BE IT RESOLVED BY THE LAFAYETTE REDEVELOPMENT COMMISSION THAT:

Section 1. The Commission hereby finds that the pledge of TIF Revenues, on a parity with the Outstanding Parity Obligations and junior and subordinate to the Outstanding Senior Obligations, to finance the construction of the Project will help accomplish the Plan for the Consolidated Area and will promote the economic development of the City and the Consolidated Area.

Section 2. The Commission hereby irrevocably pledges the TIF Revenues, on a parity with the Outstanding Parity Obligations and junior and subordinate to the Outstanding Senior Obligations, to the payment of debt service on the Bonds for a term of years not to exceed the term of the Bonds. Except for the Outstanding Parity Obligations and the Outstanding Junior Obligations, there are no prior liens, encumbrances or other restrictions on the Commission's ability to pledge the Tax Increment.

Section 3. So long as the Outstanding Senior Obligations remain outstanding, the Commission reserves the right to authorize and issue any additional bonds, lease rentals or other obligations ("Junior Parity Obligations") of the Commission payable ratably out of Tax Increment, in whole or in part, and entitled to the pledge of Tax Increment, which are junior and subordinate as to payment of the Outstanding Senior Obligations, and which rank on a parity with the pledge of Tax Increment to the payment of lease rentals and debt service due on the Outstanding Parity Obligations (including restoring deficiencies in reserves for the Bonds under the Trust Indenture) and the Bonds. The authorization and issuance of such Junior Parity Obligations shall be subject to the following conditions precedent:

(a) All interest and principal payments and lease rental payments with respect to all obligations payable from Tax Increment shall be current to date in accordance with the terms thereof, with no payment in arrears;

(b) The Commission shall have received a certificate prepared by an independent, certified public accountant or an independent financial consultant ("Certifier") certifying that the Tax Increment estimated to be received in each succeeding year, adjusted as provided below, which estimated amount shall be at least equal to one hundred thirty-five percent (135%) of the lease rental and debt service requirements with respect to all outstanding obligations of the Commission payable from Tax Increment for each respective year during the term of the outstanding Bonds and Junior Parity Obligations. In estimating the Tax Increment to be received in any future year, the Certifier shall base the calculation on assessed valuation actually assessed or estimated to be assessed as of the assessment date immediately preceding the issuance of the Outstanding Parity Obligations; provided, however, the Certifier shall adjust such assessed values for the current and future reductions of real property tax abatements granted to property owners in the Consolidated Area. No increase in the Tax Increment received in any future year shall be assumed which results from projected inflation in property values; and

(c) The Commission shall approve and confirm the findings set forth in the above described certificate in any resolution or other instrument authorizing Junior Parity Obligations. Any Junior Parity Obligations which are in the form of a lease obligation shall have rental payments due and payable on January 15 and July 15 and any Junior Parity Obligations which are in the form of bonds or other obligations shall have payments due and payable on February 1 and August 1.

(d) Upon payment in full of the Outstanding Senior Obligations, the conditions for issuance of Outstanding Parity Obligations shall become the conditions for issuance of parity obligations of the District whose payment is secured by a senior pledge of Tax Increment from the District's Consolidated Central Allocation Area and Consolidated Creasy Lane Allocation Area ("Parity Obligations"). Thereafter, the District may issue obligations payable from Tax Increment which are junior and subordinate to the Parity Obligations payable from a junior and subordinate pledge of Tax Increment. Any Outstanding Parity Obligations which are in the form of a lease obligation shall have rental payments due and payable on January 15 and July 15 and any Junior Parity Obligations which are in the form of a bond or other obligations shall have payments due and payable on February 1 and August 1.

(e) The Commission hereby confirms that the conditions for the pledge of Tax Increment to the payment of debt service on the Bonds (including restoring any deficiencies in reserves, if any, for the Bonds under the Trust Indenture), on a parity with the payment of the Outstanding Parity Obligations, will be satisfied prior to the issuance of the Bonds as evidenced by a certificate of the President, Vice-President or Secretary of the Commission.

(f) Except as provided in this resolution, the terms and conditions of any Parity Obligations shall be set forth in the resolution authorizing the issuance of such Parity Obligations.

Section 4. This resolution shall be effective upon passage.

ADOPTED AND PASSED by the Lafayette Redevelopment Commission this 27th day of February, 2020.

LAFAYETTE REDEVELOPMENT COMMISSION

_____
Jos Holman, President

_____
Jim Terry, Vice President

_____
T.J. Thieme, Secretary

_____
Shelly Henriott, Commissioner

_____
Don Teder, Commissioner

Attest:

_____
Dave Moulton

_____
Randy Bond

EXHIBIT A

CONSOLIDATED CREASY/CENTRAL TIF
ECONOMIC DEVELOPMENT AREA PLAN

(attached)

CONSOLIDATED CREASY/CENTRAL TIF
ECONOMIC DEVELOPMENT AREA PLAN

The Development and Acquisition Plan for the Consolidated Central Creasy Economic Development Area of the City of Lafayette, Indiana, shall be as follows:

Property: The property commonly known as "Queen Anne Courts" located at the southeast corner of Alabama and 4th Street, Lafayette, and legally described as follows:

Part of the Northwest Quarter of the Northeast Quarter of Section 29, Township 23 North, Range 4 West, City of Lafayette, Fairfield Township, Tippecanoe County, Indiana, being more particularly described as follows:

Beginning at the intersection of the South Right of Way of Alabama Street with the East Right of Way of Fourth Street being marked by a chiseled "+" in the sidewalk; thence East, along the South Right of Way of Alabama Street, a distance of 161.20 feet to a railroad spike; thence South, an angle to the left from the preceding line 89 degrees 57' 13", a distance of 126-92 feet to a 5/8 inch diameter rebar with a plastic cap stamped "RWG 880043"; thence West an angle to the left from the preceding line of 90 degrees 20' 09', a distance of 161.16 feet to the East Right of Way line of Fourth Street; thence North, an angle to the left from the preceding line of 89 degrees 40' 54", along the East Right of Way line of Fourth Street, a distance of 125.28 feet to the Point of Beginning, containing 0.462 of an acre, more or less.

ALSO:

Parcel 1
Lot numbered one (1) in Bixler's Addition to the City of Lafayette, Indiana, except seventy-five (75) feet and nine (9) inches off the south end thereof;

Also, lot numbered one (1) in M. Peterson's Addition to the City of Lafayette, Indiana, except twenty-two (22) feet and nine (9) inches off the south end thereof, both of said additions being platted upon the West half of the Northeast Quarter of Section Twenty-nine (29) in Township Twenty-three (23) North, Range Four (4) West; and

Parcel II
All of lot numbered two (2) and seventy-five (75) feet and nine (9) inches off of the south end of lot numbered one (1) in Bixler's Addition to the City of Lafayette;

Also, twenty-two (22) feet and nine (9) inches off of the south end of lot numbered (1) in M. Peterson's Addition to the City of Lafayette, Indiana; both of said additions being platted upon the West half of the Northeast Quarter of Section

Twenty-nine (29) in Township Twenty-three (23) North, Range Four (4) West. Located in Fairfield Township, Tippecanoe County, Indiana; and

Parcel III
A part of lot numbered two (2) in Peterson's Addition and a part of Lot #3 in Bixler's Addition to the City of Lafayette, Indiana, described as follows:

Twenty-eight (28) feet of even width off of the entire side of lot two (2) in Peterson's Addition and twenty-eight (28) feet of even width off of the entire side of lot numbered three (3) in Bixler's Addition to the City of Lafayette, Indiana; and

Parcel IV
A part of lot 2 of Peterson's Addition and a part of lot 3 of Bixler's Addition to the City of Lafayette, Indiana described as follows:

Twenty-two (22) feet of even width off of the entire west side of lot two (2) in Peterson's Addition and twenty-two (22) feet of even width off the entire west side of lot three (3) in Bixler's Addition to the City of Lafayette, Indiana.

623 Oregon Street

All of lot numbered twenty-four (24) of Taylor White Peterson & Ellsworth addition to the City of Lafayette with the common address of 623 Oregon Street.

Project: Upon acquisition of the Property by the Commission, a redevelopment plan will be created which may include site demolition and any other improvements, services, landscaping, streetscaping, design, traffic and road improvement, equipment and personal property improvement or acquisition, and any other improvement or development necessary to effectuate the redevelopment of the Property at completed herein (the "Project")

PHASE I - Identification of existing development and redevelopment opportunities; plan development and Preliminary Engineering.

PHASE II - Acquisition of real property, if necessary.

PHASE III - Construction and improvement of facilities.

Future Development:

Future development activities that have been identified include the acquisition of real property, construction of new facilities, and other appropriate projects. Said activities will be incorporated into the Plan by Amendment.

Private Improvements/Investment:

1. Rohrman Acres: Construction of two new automobile dealership locations and a strip retail development along SR 26. This development will consist of seven commercial lots on about 16 acres.
2. Wal-Mart/Sam's Wholesale Club: Construction of a new shopping center containing four major buildings with a 2,460 car parking lot. Investment estimates at $12.0 million. This development will provide employment opportunities for about 240 people.
3. Theatre Acres: Construction of a $2.0 million theater complex by Goodrich Quality Theatres, Inc. with three FT, 35 PT employees. Also involves construction of a $1.0 million Pizza Hut restaurant and other retail shops.
4. Eastway Plaza: Construction of Phase 3 of a commercial strip center. Investment estimated at $300,000.
5. Dimension Cable Services: Construction of new office facility along Creasy Lane. Investment estimated at $800,000.
6. Ivy Tech Community College Expansion and Intersection Connection: The Intersection Connection will locate the Lafayette Family YMCA and Junior Achievement on the existing Ivy Tech Community College Lafayette campus, which already hosts a public library branch and an apprenticeship training center. It will also include new academic buildings such as the Agriculture, Energy and Applied Science Building and the Enterprise Center for Entrepreneurship. The resulting regional hub of interconnected services will align three pillars of regional and state prosperity: higher education and lifelong learning; healthy families and youth; and workforce and economic development. Total Project Cost: $92,100,000
7. Market Square Shopping Center: Owners are contemplating improvements in real property to add additional retail frontage and parcels for out lot buildings. Private investment in excess of $1.5 million.
8. Rohrman Acres Phase II: Expansion of auto dealership and development of commercial and residential lots.
9. Commercial/Residential expansion: Apartment complex and commercial development near the intersection of I65 and SR26 off of Frontage Road.
10. The construction of a mixed-use development at 101 Main Street inclusive of wood over podium construction, underground and first floor parking, a bank branch and regional headquarters, and 99 apartments with 4,000 square feet of retail space. The total cost of this project is estimated at $24,000,000; provided that cost of this project to be funded from the Commission is estimated at $3,700,000 inclusive of financing costs. The remaining costs of this project will be funded by the developer for the project.
11. The construction of a mixed-use development at 500 South Street inclusive of wood over podium construction, multi-level parking, and 76 apartments with 7,900 square feet of ground floor commercial/retail space. The total cost of this project is estimated at $10,500,000; provided that cost of this project to be funded from the Commission is estimated at $1,289,000 inclusive of financing costs. The developer for the project, Star Crossing LLC, will fund the remaining costs of this project.
12. The construction of a mixed-use development consisting of approximately seventy-six (76) apartments, six thousand (6,000) square feet of retail/office space and structured parking, together with any necessary appurtenances, related improvements and equipment, to be located at 200 South Fourth Street in the City, capitalized interest, if any, a debt service reserve, if necessary, and costs of issuance related to the financing. The total cost of this

project is estimated at $16,800,000; provided that cost of this project be funded from the Commission is estimated at $1,900,000, inclusive of financing costs. The developer for the project, Nova Lafayette, LLC, will fund the remaining costs of this project.

List of Redevelopment/Economic Development Area Projects

1. Major reconstruction of North 9th Street Road and Duncan Road. North 9th Street Road will be a 4-laned, divided road between Canal Road and Duncan Road. Duncan Road connects North 9th Street Road with U.S. 52.

2. Duncan Road will be extended north of U.S. 52 to provide access to the new Siemens plant. The alignment of the current intersection will be altered and there will be changes in the signalization.

3. A water line serving the Siemens plant will be installed westward from North 9th Street north of U.S. 52 to provide service prior to the extension of a water main under U.S. 52 as part of the Duncan Road/North 9th Street project.

4. Sewer facilities will be provided by extension of the current facilities.

5. Programs in job training, job enrichment, and basic skill development that are designed to benefit residents and employers in that portion of the Area that is located in the enterprise zone.

6. Extension of Duncan Road past the Siemens entrance to rejoin North 9th Street, thereby providing better access to North 9th Street from U.S. 52 and a direct route to the new Prophetstown State Park.

7. Installation and alteration of traffic signals, traffic barriers, signs, striping and other transportation construction necessary within the Area.

8. Purchase any equipment, goods or materials to be located in the Columbia Building to provide access to the Columbia Block Parking Facility through the Columbia Building.

9. The acquisition of real property by donation or other means for redevelopment or economic development purposes and the sale or transfer of land.

11. Capital improvements or equipment purchases for a downtown visitor's center.

12. Traffic improvements to Erie and Ferry Streets.

13. Riverfront Development

14. Streetscape and trail improvements including, but not limited to, sidewalks, lighting, trails, banners, and other public amenities.
    a. Phase II along 3rd Street between Columbia and Main Street and along Main Street between 3rd and 4th Streets
    b. Other streetscape improvements and maintenance downtown

15. Landscaping improvements and lawn and landscape maintenance
    a. Depot and Riehle Plaza
    b. City Hall
    c. Columbia Block Parking Garage
    d. East City Parking Lot
    e. Erie Street between 18th and Underwood Streets
    f. Old Rail Corridor
    g. Farmer's Market area on 5th Street between Columbia and Main Streets
    h. Downtown Planters
    i. City Fuel Station
    j. Main and 11th Street Plaza
    k. North 9th Street Medians

16. Development and/or improvements to commercial, residential and public facilities including, but not limited to, private and public facilities and recreational facilities.
    a. Columbia Block Parking Garage
    b. Long Center for the Performing Arts
    c. Depot and Riehle Plaza

17. Acquire and redevelop property located at 506 Brown Street (Midwest Rental Properties)

18. Acquire and redevelop property located at Southeast corner of Alabama and 4th Street (Queen Anne Courts properties)

19. Acquire and redevelop property located at 623 Oregon Street

20. Acquire and redevelop other property as necessary in the Consolidated Central Creasy TIF District.

21. Public Improvements
    a. Street Improvements: McCarty Lane, Creasy Lane and others.
    b. Expansion, extension of public improvements, including sanitary and storm sewers, storm drainage, and water supply.
    c. Improvements to public recreation and park facilities.

22. Construction of an extension of Creasy Lane from State Highway 38 to Brady Lane and appurtenances thereto, including appropriate improvements to the intersections created with State Highway 38 and U.S. Highway 52, a bridge across the Elliot Ditch, and improvements to and relocation of the Branch 13 Regional Drainage Channel.

23. Closure of the existing ingress and egress to Tippecanoe Mall Regional Shopping Center; construction of a new ingress and egress to Tippecanoe Mall Regional Shopping Center.

24. Construction of Maple Point Drive and appurtenances thereto between State Highway 38 and U.S. Highway 52, including appropriate improvements to the intersections created with State Highway 38 and U.S. 52, and construction of necessary utilities with the right-of-way of Maple Point Drive.

25. Closure of the existing intersection of Ross Road and State Highway 38, and construction of an outlet for Ross Road and appurtenances thereto to Maple Point Drive.

26. Relocation of approximately 2,000 linear feet of existing sanitary sewer interceptor line between State Highway 38 and U.S. Highway 52.

27. Relocation of the Wilson Branch Regional Drainage Channel between Ross Road and U.S. Highway 52, including construction of regional storm water detention pond facility.

28. General median maintenance including, but not limited to, mowing and landscaping.

29. The signalization of the intersection of McCarty Lane and 500 E.

30. The construction of an extension of Maple Point Drive and appurtenances thereto between U.S. Highway 52 and Concord Road, including appropriate improvements to the intersections created with U.S. Highway 52 and Concord Road, and construction of necessary utilities with the right-of-way of Maple Point Drive.

31. The reconstruction and widening of CR 350 S from 9th Street to Concord Road.

32. The reimbursement of public and private entities for expenses incurred in training employees of industrial facilities that are located in the allocation area and on a parcel of real property that has been classified as industrial property under the rules of the Department of Local Government Finance.

33. Equipment, facilities, relocation and other expenses to support job creation, economic and business development.

34. Comprehensive parking, transportation and development plans for the Area, including feasibility studies of specific sites.

35. Support of and improvements to public transportation.

36. Identification of other redevelopment opportunities and develop plans for specific economic development/redevelopment projects, including those involving acquisition of property and construction.

37. Acquisition of real property, if necessary.

38. Infrastructure improvements for redevelopment or economic development purposes, including, but not limited to, streets, roads, water, sewer, telecommunications, parking facilities and lots, and other utility or infrastructure.

39. Streetscape and trail way improvements including, but not limited to, sidewalks, lighting, trails, banners, and other public amenities.

40. Development and/or improvements to commercial, residential and public facilities including, but not limited to, private and public facilities and recreational facilities.

41. Façade and Interior Building Improvements Program

42. Design, manufacture and installation of wayfinding and other signage.

43. Establish and implement site guidelines for new development.

44. Develop and implement architectural and sign review ordinance.

45. Security for the Area and events.

46. Snow removal.

47. Brownfield assessment and remediation.

48. Projects relating to Ivy Tech Community College and its expansion for Intersection Connection.

49. Projects and redevelopment relating to the former Home Hospital site and surrounding areas for commercial, housing and public facilities that will include, but not be limited to, public infrastructure improvements such as trails, greenways, sidewalks, roads and utilities.

50. Other projects and redevelopment that the Commission finds that: (i) accomplish the Consolidated Plan of the Consolidated Central Creasy Area that will (a) promote significant opportunities for the gainful employment of its citizens, (b) attract a major new business enterprise to the City, (c) and retain or expand a significant business enterprise existing in the City; (ii) accomplish the 2013 Consolidated Plan in the Consolidated Central Area that benefits the public health, safety, morals and welfare of the citizens of the City; (iii) the 2013 Consolidated Plan cannot be achieved by the regulatory processes or by the ordinary operation of private enterprise without resort to powers under the Act because no regulatory process exists to provide the improvements contemplated by the 2013 Consolidated Plan in the Consolidated Central Creasy Area and private enterprise is unable or unwilling to provide the improvements without assistance by the Commission; and (iv) accomplishment of the 2013 Consolidated Plan will be of public utility and benefit as measured by (a) the attraction or retention of permanent jobs, (b) an increase in the property tax base, and (c) improved diversity of the economic base.

51. Market Square Shopping Center area/Greenbush Avenue/surrounding commercial areas: Public infrastructure needed to facilitate private investment include: new entrance and intersection from Greenbush Avenue with turn lanes and traffic control at the Market Square Shopping Center and Payless Plaza. Also needed are road, sidewalk, bus and other vehicle and pedestrian improvements in and around the area to facilitate private investment and public safety.

52. St. Elizabeth Central Hospital campus and surrounding area: Owners, Sister of St Francis, have chosen to close the emergency room and concentrate services at their new facility outside of this area. As more services move or are transitioned from the area, public and private investment will need to occur for the area to remain viable and not become a blight and tax drain on the neighborhood and community. Private developers have expressed interest in some parcels and property if public support is available.

53. Infrastructure improvements: Road, trail and drainage improvements in and around Rohrman Acres/auto dealership. Median, road and traffic improvements on South Street from Creasy Lane to I65.

54. The construction of infrastructure and related improvements in and around the riverfront and public areas in the downtown. The total cost of this project is estimated at $900,000 inclusive of financing costs.

Except as expressly amended hereby, the Plan, as previously amended, shall remain in full force and effect.

RESOLUTION NO. LRC-2020-04

LAFAYETTE REDEVELOPMENT COMMISSION

A RESOLUTION RECOMMENDING DESIGNATION OF AN ECONOMIC REVITALIZATION AREA FOR TAX ABATEMENT AND RECOMMENDING APPROVAL OF DEDUCTION FOR TAX ABATEMENT

SOUTHWIRE COMPANY, LLC
PERSONAL PROPERTY

WHEREAS, I.C. 6-1.1-12.1 allows a partial abatement of property taxes attributable to the rehabilitation/redevelopment of real property and/or the installation of new tangible personal property in "Economic Revitalization Areas" (ERA); and

WHEREAS, I.C 6-1.1-12.1 empowers the Common Council to designate Economic Revitalization Areas (ERA); and

WHEREAS, the Common Council of the City of Lafayette, Indiana has designated the Lafayette Redevelopment Commission as the agency to make preliminary investigations, determinations, and recommendations to said Common Council as to what areas should be designated Economic Revitalization Areas (ERA); and

WHEREAS, Southwire Company, LLC has requested certain real estate be designated as an Economic Revitalization Area (ERA) for the purpose of achieving real and/or personal property tax savings which request will be considered by the Common Council at its meetings on March 2, 2020 and April 1, 2020; and

WHEREAS, Southwire Company, LLC filed a Statement of Benefits dated January 29, 2020, and a Supplement to Statement of Benefits, requesting the approval of a deduction for the purposes of Tax Abatement in an Economic Revitalization Area (ERA) for a period of seven (7) years on personal property, which Statement of Benefits and Supplement are attached hereto as Exhibit "A"; and

WHEREAS, Southwire Company, LLC has requested a deduction from the assessed value of such new Manufacturing Equipment pursuant to the Statement of Benefits over a period of seven (7) years in accordance with the following abatement schedule percentages:

Year	Percentage
1	100
2	85

3	71
4	57
5	43
6	29
7	14

WHEREAS, Southwire Company, LLC has agreed to enter into a Memorandum of Agreement (MOA) setting forth certain terms and understandings related to the approval of the deduction for tax abatement purposes, which MOA is attached hereto as Exhibit "B"; and

WHEREAS, the applications for deduction for the purpose of tax abatement within an ERA meets the criteria for approval of a deduction for the purpose of tax abatement under IC 6-1.1-12.1;

NOW THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT COMMISSION OF THE CITY OF LAFAYETTE that the following recommendations be made to the Common Council:

1. That the request of Southwire Company, LLC for the designation of an Economic Development Area (ERA) for the real estate described on Exhibit "C" be granted for a period of ten (10) years commencing January 1, 2020.

2. That the Application for deduction for the purposes of tax abatement meet the criteria for approval of a deduction for the purpose of tax abatement under IC 6-1.1-12.1 and, subject to the establishment of an Economic Revitalization Area ("ERA") by the Common Council, Southwire Company, LLC be entitled the opportunity to apply for property tax deductions for the installation of new Manufacturing Equipment over a period of seven (7) years in accordance with the following abatement schedule percentages:

Year	Percentage
1	100
2	85
3	71
4	57
5	43
6	29
7	14

3. That the attached Memorandum of Agreement (MOA) be approved and entered into by the Common Council.

ADOPTED AND PASSED by the Lafayette Redevelopment Commission this 27th day of February, 2020.

LAFAYETTE REDEVELOPMENT COMMISSION

_____
Jos Holman, President

_____
Jim Terry, Vice President

_____
T.J. Thieme, Secretary

_____
Shelly Henriott, Commissioner

_____
Don Teder, Commissioner

ATTEST:

_____
Dave Moulton

_____
Randy Bond

EXHIBIT “A”

Statement of Benefits Personal Property Improvements (SB-1/Personal Property)

and

Supplement to Statement of Benefits – Real Estate & Personal Property

STATEMENT OF BENEFITS
PERSONAL PROPERTY

State Form 51764 (R4 / 11-15)
Prescribed by the Department of Local Government Finance

FORM SB-1 / PP

PRIVACY NOTICE

Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-5.1.

INSTRUCTIONS

1. *This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise this statement must be submitted to the designating body* ***BEFORE*** *a person installs the new manufacturing equipment and/or research and development equipment, and/or logistical distribution equipment and/or information technology equipment for which the person wishes to claim a deduction.*
2. *The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the installation of qualifying abatable equipment for which the person desires to claim a deduction.*
3. *To obtain a deduction, a person must file a certified deduction schedule with the person's personal property return on a certified deduction schedule (Form 103-ERA) with the township assessor of the township where the property is situated or with the county assessor if there is no township assessor for the township. The 103-ERA must be filed between January 1 and May 15 of the assessment year in which new manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment is installed and fully functional, unless a filing extension has been obtained. A person who obtains a filing extension must file the form between January 1 and the extended due date of that year.*
4. *Property owners whose Statement of Benefits was approved, must submit Form CF-1/PP annually to show compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.6)*
5. *For a Form SB-1/PP that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/PP that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. (IC 6-1.1-12.1-17)*

SECTION 1 — TAXPAYER INFORMATION

Name of taxpayer	Name of contact person
Southwire Company, LLC	Bradley Bromich

Address of taxpayer *(number and street, city, state, and ZIP code)*	Telephone number
One Southwire Dr, Carrollton, GA 30119	(770) 832-5443

SECTION 2 — LOCATION AND DESCRIPTION OF PROPOSED PROJECT

Name of designating body	Resolution number (s)
City of Lafayette, Indiana	

Location of property	County	DLGF taxing district number
3400 Union Street, Lafayette, IN 47905	Tippecanoe	004

Description of manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment. *(Use additional sheets if necessary.)*

The proposed project would include a the installation of new manufacturing equipment costing approximately $15,000,000 over the next 5 years.

	ESTIMATED START DATE	ESTIMATED COMPLETION DATE
Manufacturing Equipment	03/01/2020	12/31/2024
R & D Equipment		
Logist Dist Equipment		
IT Equipment		

SECTION 3 — ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT

Current number	Salaries	Number retained	Salaries	Number additional	Salaries
158	$7,639,632	159	$7,639,632	10	$480,480

SECTION 4 — ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT

NOTE: Pursuant to IC 6-1.1-12.1-5.1 (d) (2) the **COST** of the property is confidential.	MANUFACTURING EQUIPMENT		R & D EQUIPMENT		LOGIST DIST EQUIPMENT		IT EQUIPMENT	
	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Current values								
Plus estimated values of proposed project	15,000,000	6,000,000						
Less values of any property being replaced								
Net estimated values upon completion of project	15,000,000	6,000,000						

SECTION 5 — WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER

Estimated solid waste converted (*pounds*) _____ Estimated hazardous waste converted (*pounds*) _____

Other benefits:

SECTION 6 — TAXPAYER CERTIFICATION

I hereby certify that the representations in this statement are true.

Signature of authorized representative	Date signed *(month, day, year)*
	1/29/20

Printed name of authorized representative	Title
BRAD BROMICH	V.P. TAX

FOR USE OF THE DESIGNATING BODY

We have reviewed our prior actions relating to the designation of this economic revitalization area and find that the applicant meets the general standards adopted in the resolution previously approved by this body. Said resolution, passed under IC 6-1.1-12.1-2.5, provides for the following limitations as authorized under IC 6-1.1-12.1-2.

A. The designated area has been limited to a period of time not to exceed _____10_____ calendar years * *(see below)*. The date this designation expires is __1 2/31/ 20 29_____ . *NOTE: This question addresses whether the resolution contains an expiration date for the designated area.*

B. The type of deduction that is allowed in the designated area is limited to:

1. Installation of new manufacturing equipment; X Yes No ☐ Enhanced Abatement per IC 6-1.1-12.1-18 *Check box if an enhanced abatement was approved for one or more of these types.*
2. Installation of new research and development equipment; ☐ Yes X No
3. Installation of new logistical distribution equipment. ☐ Yes ☒ No
4. Installation of new information technology equipment; ☐ Yes ☒ No

C. The amount of deduction applicable to new manufacturing equipment is limited to $ 15,000,000 cost with an assessed value of $ _____. *(One or both lines may be filled out to establish a limit, if desired.)*

☐. The amount of deduction applicable to new research and development equipment is limited to $ __N A_____ cost with an assessed value of $ _____. *(One or both lines may be filled out to establish a limit, if desired.)*

E. The amount of deduction applicable to new logistical distribution equipment is limited to $ __N A_____ cost with an assessed value of $ _____. *(One or both lines may be filled out to establish a limit, if desired.)*

F. The amount of deduction applicable to new information technology equipment is limited to $ __N A_____ cost with an assessed value of $ _____. *(One or both lines may be filled out to establish a limit, if desired.)*

G. Other limitations or conditions *(specify)*_____

H. The deduction for new manufacturing equipment and/or new research and development equipment and/or new logistical distribution equipment and/or new information technology equipment installed and first claimed eligible for deduction is allowed for:

☐ Year 1 ☐ Year 2 ☐ Year 3 ☐ Year 4 ☐ Year 5 ☐ Enhanced Abatement per IC 6-1.1-12.1-18 Number of years approved: _____ *(Enter one to twenty (1-20) years; may not exceed twenty (20) years.)*

☐ Year 6 X Year 7 ☐ Year 8 ☐ Year 9 ☐ Year 10

I. For a Statement of Benefits approved after June 30, 2013, did this designating body adopt an abatement schedule per IC 6-1.1-12.1-17? X Yes ☐ No
If yes, attach a copy of the abatement schedule to this form.
If no, the designating body is required to establish an abatement schedule before the deduction can be determined.

Also we have reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

Approved by: *(signature and title of authorized member of designating body)*	Telephone number ( )	Date signed *(month, day, year)*
Printed name of authorized member of designating body	Name of designating body	
Attested by: *(signature and title of attester)*	Printed name of attester	

* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1.1-12.1-17.

IC 6-1.1-12.1-17
Abatement schedules
Sec. 17. (a) A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:
(1) The total amount of the taxpayer's investment in real and personal property.
(2) The number of new full-time equivalent jobs created.
(3) The average wage of the new employees compared to the state minimum wage.
(4) The infrastructure requirements for the taxpayer's investment.
(b) This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. An abatement schedule may not exceed ten (10) years.
(c) An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.

SUPPLEMENT TO STATEMENT OF BENEFITS
Real Estate & Personal Property

INSTRUCTIONS:

1. This completed SUPPLEMENT and the completed STATEMENT OF BENEFITS, along with all other requested materials, must be submitted to Greater Lafayette Commerce.

2. This SUPPLEMENT TO STATEMENT OF BENEFITS is part of the total application, and the CERTIFICATION in the STATEMENT OF BENEFITS applies to all statements in the APPLICATION.

SECTION 1 APPLICANT

Name of Taxpayer: **Southwire Company, LLC**	
Address of Taxpayer (street and number, city, state & ZIP code): **One Southwire Dr Carrollton, GA 30119**	Telephone: (770) 832-5443 E-mail: www.southwire.com

Name of Applicant if different from Taxpayer:	
Address of Applicant if different from Taxpayer (street and number, city, state & ZIP code):	Telephone: E-mail:
Description of relationship of Applicant to Taxpayer:	

Contact for this Application: **Dave Metz**	
Address of Contact if different from Taxpayer (street and number, city, state & ZIP code): 3400 Union St., Lafayette, IN 47905	E-mail: dave.metz@southwire.com Telephone: 847-672-2572

Name of Parent Company (if any):

Does the company currently conduct business at this site? Yes X No _____

If "No", how is the site currently used?

Annual Report & History of Company

Company Certified Public Accountant: Ernst & Young

Company Commercial Bankers: Bank of America, Bank of China Shenzhen, Bank of Montreal, Bank of North Georgia, BB&T, BBVA Bancomer CCB, HSBC, JP Morgan Chase, Northern Trust, Wells Fargo

Company Counsel: Southwire In-house counsel

To be completed by GLC Staff

Is this area currently designated as an Economic Revitalization Area?	Yes		No	X
Has it ever been so designated in the past?	Yes	X	No	
Is this property in a Tax Increment Finance (TIF) district (requires RD Commission Approval)?	Yes	X	No	

SECTION 2 — JURISDICTION & PURPOSE

Jurisdiction:		Purpose of Application:	
Lafayette	X	Real Estate Tax Abatement -	N/A years
West Lafayette			
Tippecanoe		Personal Property Tax Abatement -	7 years

Type of Industry:	
Research & Development	
Manufacturing	X
Logistics	
Information Technology	
Other	Please specify:

Describe proposed project.

Southwire is North America's leading manufacturer of wire and cable used in distribution and transmission of electricity. Southwire employs over 7,500 full and part time employees globally. Locations throughout the United States, Mexico, Canada, Honduras, China, the UK and the Netherlands. In the United States, Southwire has over 30 manufacturing plants, 9 customer service centers and employs approximately 6,900 employees.

The Lafayette, IN facility currently employs 160 employees at its 395,000 square feet facility. The facility is currently competing against 35 other Southwire manufacturing plants for limited capital investment allocation. The proposed project is a modernization initiative to produce dependable, best-in-class products on which customers and end users may safely rely upon. The proposed project would include hiring over 10 new full-time employees and capital expenditures of approximately $15,000,000 over the next 5 years. This proposed project would benefit the Lafayette facility to remain competitive from an internal and external perspective.

SECTION 3 — PROPERTY DESCRIPTION

Assessor's Personal Property Key Number(s): 79-07-22-251-003,000-004

Location of Real Property (street and number, city, state & ZIP code):
3400 Union Street
Lafayette, IN 47905

ATTACH LEGAL DESCRIPTION & PLAT MAP WITH LOCATION See attached

SECTION 4 — NATURE OF REAL ESTATE IMPROVEMENTS

Describe any Real Property Improvements:

Size of facility to be constructed and /or renovated
N/A

Rehabilitation of existing structure(s), especially architecturally significant or historic structures
N/A

Demolition of architecturally significant or historic structure(s)
N/A

Estimated Investment N/A

SECTION 5 PERSONAL PROPERTY

Type of Project:

Research & Development		
Machinery & Equipment	X	
Logistics		
Information Technology		
Other		Please specify:

Estimated Investment $15,000,000

APPLIES ONLY FOR THE CITY OF LAFAYETTE

Please note that all Personal Property tax abatements are subject to a Memorandum of Agreement that may require repayment of all or a portion of the tax savings realized in a designated ERA if it is terminated because the property is removed from the City of Lafayette by the applicant. Please contact the City of Lafayette Economic Department for details.

SECTION 6 EMPLOYMENT

How many do you employ today?	159			
How many will you employ after the project is complete?	169			
How many jobs will be created?	10	Full-time	0	Part-time
How many jobs are retained?	159	Full-time	0	Part-time
How many jobs will be eliminated?	0	Full-time	0	Part-time

Will any of the new positions be temporary or filled by contract employees? Yes ____ No X

If "Yes", describe the contract:

Will new employees be hired from the Tippecanoe region? Yes X No ____

If any positions are to be eliminated, please explain the circumstances and if any of the employees from these positions will be eligible for the new positions.

N/A

How many additional employees are:

	Number	Hourly Average
Production	10	$23.10
Administrative		
Management		
Professional/ Technical		
Other		
Total/ Average Wage	10	$23.10

How many retained employees are:

	Number	Hourly Average
Production	159	$23.10
Administrative		
Management		
Professional/ Technical		
Other		
Total/ Average Wage	159	$23.10

What is the anticipated time frame for reaching full employment and the salary goals, per SB-1, from completion of improvement?

Year	1 yr	2 yrs	3 yrs	4 yrs	5 yrs	> 5
Employment	161	163	165	167	169	
Salary	$ 48,048	$ 48,048	$ 48,048	$ 48,048	$ 48,048	

****IF GREATER THAN FIVE YEARS PROVIDE DETIALED TIMETABLE****

Does the company provide benefits to full time employees? Yes X No

If "Yes", explain and list:

Health Insurance	60	% paid
Life Insurance	100	% paid
Disability	50	% paid
Childcare	0	% paid
Vacation	10	min. # of days
Retirement	1.5	% paid
Other		% paid

To be completed by GLC Staff.

Is the average wage at or above the Tippecanoe County average? Yes X No

SECTION 7 IMPACTS & STATUS

Please estimate the % of your products or services sold outside this 8-county economic region? 99 %

Does the applicant supply any local firms? Yes No

If yes, please list:

Will any additional public utilities, city services or other infrastructure be required by this project? Yes No X

If "Yes", explain:

Will any environmental permits be needed? Yes No X

If "Yes", explain:

Current Zoning

Will any changes, special exceptions be required? Yes No X

Have they been approved? Yes No N/A X

Has the applicant or any predecessor of the applicant defaulted in any material respect the performance of financial obligations by the applicant? Yes No X

Is there any pending litigation materially affecting the applicant? Yes No X

If "Yes", please describe giving procedural posture of the case(s):

Are there any restrictions contained in the applicant's Articles or Certificate of Incorporation, Charter, Bylaws, Code of Regulations or any agreements to which the applicant is a party that could affect the applicant's ability to engage in this project?	Yes	
	No	X

If "Yes", explain:

SECTION 8 AFFIRMATION OF TAX PAYMENTS

I affirm that the applicant is current with all local, state, and federal tax obligations and understand that failure to have paid said taxes in a timely manner may render the applicant, during the course of this tax abatement, noncompliant and, therefore, ineligible for tax abatement.

Signature	Date: 1/29/20
Name Printed: BRAD BROMICH	Title: V.P. TAX
E-mail: BRADLEY.BROMICH@SOUTHWIRE.COM	Phone: 770-832-5443

EXHIBIT B

CITY OF LAFAYETTE, INDIANA

MEMORANDUM OF AGREEMENT

SOUTHWIRE COMPANY, LLC

This Memorandum of Agreement ("Agreement") is dated this 27th day of February, and serves as the confirmation of the commitment by Southwire Company, LLC (the "Applicant"), to comply with the project description and job creation and retention (and associated wage rates and salaries) figures contained in its designation application; Statement of Benefits; Supplement to Statement of Benefits; Resolution No. LRC-2020-04, a resolution of the Lafayette Redevelopment Commission ("Commission"); Resolution No. 2020-05 and Resolution No. 2020-__, adopted by the Lafayette Common Council ("Council"); and this Agreement ("Commitments").

Section 1. Grant of Abatement.

Subject to the adoption of the deduction approval Resolution by the Council, the City of Lafayette, Indiana ("City") commits to providing a seven (7) - year personal property tax abatement based on the scale below for the Applicant's capital expenditures of approximately fifteen million ($15,000,000) dollars for new manufacturing equipment, approved as part of the Commitments. The Applicant shall assume responsibility for the redevelopment and the installation of the new manufacturing equipment and for compliance with the Statement of Benefits. The project will create ten (10) full-time, permanent positions, retain one hundred and fifty-nine (159) existing full-time, permanent positions, and create zero (0) full-time variable positions, aside from those created or retained through the construction phase of the project. The capital expenditures for the Project shall occur no later than the estimated completion date of 12/31/2024 for manufacturing equipment installation as contained in the Statement of Benefits Form ("Completion Date").

Year	Percentage
1	100
2	85
3	71
4	57
5	43
6	29
7	14

Section 2. Annual Information.

During the term of the tax abatement and for a period of two (2) years thereafter, the City or its authorized agent may annually request information from the Applicant concerning the nature of the Project and the approved capital expenditures for the Project and the Applicant shall provide the City with adequate written evidence thereof within 45 days of such request ("Annual Survey"). The City shall utilize this information and the information required to be filed by the Applicant in the CF-1 Compliance with the Statement of Benefits form to verify that the Applicant has complied with the commitments contained in the Commitments at all times after the Commitment Date and during the duration of the tax abatement. The applicant further agrees to provide the City with such additional information requested by the City related to the information provided in the Annual Survey and the CF-1 form within a reasonable time following any such request.

Section 3. Termination.

A. Right to Terminate. The City, by and through the Council, after recommendation by the Commission, reserves the right to terminate the personal property tax abatement deduction if it determines that the Applicant has not made reasonable efforts to substantially comply with all of the Commitments and the Applicant's failure to substantially comply with the Commitments was not due to factors beyond its control.

B. Factors Beyond Control. As used in this Agreement, factors beyond the control of the Applicant shall only include factors not reasonably foreseeable at the time of the designation application and submission of Statement of Benefits which are not caused by any act or omission of the Applicant and which materially and adversely affect the ability of the Applicant to substantially comply with the Agreement. New technological developments and process improvements may also be included as factors beyond of the control of the applicant.

C. Repayment Upon Termination: Pursuant to Resolution 2004-22 if the new manufacturing equipment is removed from the City of Lafayette before the expiration of the term of the abatement, and the City terminates the personal property tax abatement, the City may require the Applicant to repay all or a pro-rated portion of the personal property tax abatement savings received through the date of such termination.

D. Notice of Termination and Repayment. In the event that the City determines that the tax abatement deductions should be terminated or that all or a pro-rated portion of the tax abatement savings should be repaid, it will give the Applicant notice of such determination, including a written statement calculating the amount due from the Applicant, and will provide the Applicant with an opportunity to meet with the City's designated representatives to show cause why the abatement should not be terminated and/or the tax benefits repaid. Such notice shall state the names of the person with whom the Applicant may meet and will provide that the Applicant shall have ninety (90) days from the date of such notice to arrange such meeting and to provide its evidence concerning why the abatement termination and/or tax benefits repayment should not occur. If, after giving such notice and receiving such evidence, if any, the City determines that the abatement termination and/or tax benefits repayment action is proper, the Applicant shall be provided with written notice and a hearing before the Council before any final action shall be taken terminating the abatement and/or requiring repayment of tax benefits. If the Council adopts a Resolution terminating the tax abatement and/or requiring repayment of tax benefits, the Applicant shall be entitled to appeal that determination to a Tippecanoe County Superior or Circuit Court.

E. Time of Repayment. In the event that the City requires repayment or partial payment of the tax abatement benefits as provided hereunder, it shall provide Applicant with a written statement calculating the amount due ("Statement"), and the Applicant shall make such repayment to the City within ninety (90) days of the date of delivery of the Statement, unless such repayment has been stayed pending an appeal. If the Applicant does not make timely repayment, the City shall be entitled to all reasonable costs and attorneys fees incurred in the enforcement and collection of the tax abatement savings required to be repaid hereunder.

Section 4. Use of Local Suppliers and Contractors for Project and Local Persons to Fill Positions Created by Project.

The Applicant agrees to make a meaningful, good-faith effort to use local suppliers, and local contractors for the Project.

Local suppliers and local contractors are defined as contractors and suppliers that are primarily engaged, reside in or have their principal office in Tippecanoe County or employ a significant number of residents of the City of Lafayette.

Additionally, applicant agrees to make a meaningful, good-faith effort to hire qualified individuals who are residents of the City of Lafayette for the new positions that will be created by the Project.

Section 5. General Provisions.

A. This Agreement contains the entire understanding between the City and the Applicant with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, and conditions, expressed or implied, oral or written, except as herein contained. This Agreement may not be modified or amended other than by an agreement in writing signed by the City and Applicant. The Applicant understands that any and all filings required to be made or actions required to be taken to initiate or maintain the tax abatement are solely the responsibility of the Applicant.

B. Neither the failure nor any delay on the part of the City to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege with respect to any occurrence or be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

C. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by the laws and decisions of the courts of the State of Indiana, without regard to conflict of law principles.

D. The Applicant hereby irrevocably consents to the jurisdiction of the Courts of the State of Indiana and of the Tippecanoe County Circuit or Superior Court in connection with any action or proceeding arising out of or relating to this Agreement or any documents or instrument delivered with respect to any of the obligations hereunder, and any action relating to this Agreement or any documents or instruments delivered with respect to any of the obligations hereunder, and any action related to this Agreement shall be brought in such County an in such Court.

E. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been received when delivered by hand or by facsimile (with confirmation by registered or certified mail) or on the third business day following the mailing, by registered or certified mail, postage prepaid, return receipt requested, thereof, addressed as set forth below:

If to Applicant: Southwire Company, LLC
One Southwire Drive
Carrollton, GA 30119
Attn: Bradley Bromich,
Vice President Tax

Copy to: Southwire Company, LLC
3400 Union Street

Lafayette, IN 47905
Attn: David Metz,
Plant Manager

If to City: City of Lafayette, Indiana
515 Columbia Street
Lafayette, Indiana 47901
Attn: Dennis H. Carson,
Director, Economic Development

F. This Agreement shall be binding upon and inure to the benefit of the City and the Applicant and their successors and assigns, except that no party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld.

G. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. By executing this Agreement, each person so executing affirms that he or she has been duly authorized to execute this Agreement on behalf of such party and that this Agreement constitutes a valid and binding obligation of such party.

H. The provisions of this Agreement and of each section or other subdivision herein are independent of and separable from each other, and no provisions shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part unless this Agreement is rendered totally unenforceable thereby.

I. No official, director, officer, employee or agent of the City shall be charged personally by the Applicant, its employees or agents with any liabilities or expenses of defense or be held personally liable to the Applicant under any term or provision of this Agreement or because of the execution by such party of this Agreement or because of any default by such party hereunder.

J. The Parties hereto agree to treat, and to cause their respective directors, officers, employees and agents to treat, as strictly confidential to the fullest extent

permitted by law (including the Federal Freedom of Information Act, and any counterpart Indiana statutes), the contents of this Agreement and all attachments hereto, all documents executed in connection herewith and all information provided by or to the Parties in connection herewith.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Applicant	City
Southwire Company, LLC	City of Lafayette, Indiana
By: _____ Bradley Bromich	By:_____ Nancy Nargi, Common Council
Printed: _____ Title, Vice President Tax	Attest: _____ Cindy Murray, City Clerk

EXHIBIT C—E.R.A. BOUNDARY MAP & LEGAL DESCRIPTION

03008804 03/05/2003 03:56pm
PAMELA K BERGLUND, TIPPECANOE COUNTY RECORDER

156-01800-0237
156-01800-0248

MAIL TAX BILLS TO:
1115 West Plymouth Street
Bremen, Indiana 46506

SPECIAL WARRANTY DEED

THIS INDENTURE WITNESSETH, That **ESSEX ELECTRIC INC.**, a Delaware corporation ("Grantor"), CONVEYS AND WARRANTS to **COPPERFIELD, LLC**, a Minnesota limited liability company ("Grantee"), in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, that certain real estate located in Tippecanoe County, Indiana, being more particularly described on Exhibit "A" attached hereto and made a part hereof ("Property").

This conveyance is made and accepted subject to all matters (the "Permitted Encumbrances") set forth on Exhibit "B" attached hereto and made a part hereof.

Subject to the Permitted Encumbrances, Grantor covenants and warrants that the Property is free of any encumbrance made or suffered by Grantor and will forever defend the right and title to the Property unto the Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise.

The undersigned person executing this deed represents and certifies on behalf of the Grantor that the undersigned is a duly elected officer of the Grantor and has been fully empowered by proper resolution, or the by-laws of the Grantor, to execute and deliver this deed; that the Grantor is a corporation in good standing in the State of its origin and, where required, in the State where the Property is situated; that the Grantor has fully corporate capacity to convey the Property; and that all necessary corporate action for the making of this conveyance has been duly taken.

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER.

MAR 05 2003

AUDITOR OF TIPPECANOE CO.

FWIMAN1 277571v1

IN WITNESS WHEREOF, Grantor has caused this deed to be executed this 27th day of February, 2003.

ESSEX ELECTRIC INC., a Delaware corporation

By: _____
Harold M. Karp, President

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared HAROLD M. KARP, the President of ESSEX ELECTRIC INC., a Delaware corporation, and acknowledged the execution of the foregoing deed for and on behalf of said Grantor, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 27th day of February, 2003.

_____
Notary Public

My Commission Expires:
_____

JULIA E. HARBER NOTARY SEAL NOTARY PUBLIC STATE OF INDIANA

(Printed Name) JULIA E HARBER
A resident of NOTARY PUBLIC County, Indiana.
RESIDENT OF ALLEN COUNTY, IN
MY COMMISSION EXP. OCT. 22, 2009

THIS INSTRUMENT PREPARED by Jon A. Bomberger, Attorney at Law, Baker & Daniels, 111 East Wayne Street, Suite 800, Fort Wayne, Indiana 46802.

FWIMAN1 277571v1

EXHIBIT A

Part of the West half of the Northeast Quarter of Section Twenty-two (22), Township Twenty-three (23) North, Range Four (4) West, in Fairfield Township, Tippecanoe County, Indiana, described as follows:
Beginning at the center of Section Twenty-two (22), Township Twenty-three (23) North, Range Four (4) West; thence North on the West line of the Northeast Quarter of said Section 22 a distance of 898.55 feet to a point; (said point being the Southwest corner of a tract conveyed by Nopco Chemical Company, Grantor, to Essex Wire Corporation, Grantee, by Warranty Deed dated December 30, 1964, as appears in Deed Record 291, Page 535, of the Deed Records of Tippecanoe County, Indiana); thence North 89 degrees and 23 minutes East a distance of 265.29 feet; thence South 20 degrees and 47 minutes East a distance of 202.9 feet; thence North 89 degrees and 18 minutes East a distance of 353.03 feet to a point in the westerly right of way line of Lafayette Union Railway Company; thence in a Southeasterly direction along the curve of the westerly right of way line of the Lafayette Union Railway Company to a point 495 feet North and 810 feet East of the center line of said Section 22; thence continuing in a Southeasterly direction following the curve of the west right of way line of the Lafayette Union Railway Company, which curve is on the arc of a circle having a radius of 1,146 feet to the center line of said Section 22; thence West along the center line of said Section to the place of beginning.

EXCEPT such part of the above real estate and rights therein as is more particularly described in that portion of a quitclaim deed recorded May 27, 1968 in Deed Record 311, Page 84 in the Deed Records of Tippecanoe County, Indiana, from H.K. Porter Company, Inc., to the State of Indiana, as is described as follows:
A part of the Southwest Quarter of the Northeast quarter of Section 22, Township 23 North, Range 4 West, Tippecanoe County, Indiana, described as follows:
Beginning on a north line of the owner's land 898.55 feet (distance quoted from Deed Record 273, Page 626) Northerly (along the west line of said quarter-quarter section) and 53.96 feet Easterly (along said north line of the owner's land) from the southwest corner of said quarter-quarter section, which point of beginning is also on an east boundary of U.S.R. 52 By-Pass and 50.00 feet Easterly, measured at right angles, from the existing center line of said U.S.R. 52 By-Pass; (1) thence Easterly 11.41 feet along said north line of the owner's land; (2) thence South 0 degrees 23 minutes 00 seconds West 63.70 feet; (3) thence South 0 degrees 38 minutes 33 seconds East 205.82 feet; (4) thence Southerly 548.70 feet along an arc to the left and having a radius of 22,864.31 feet and subtended by a long chord having a bearing of South 0 degrees 32 minutes 04 seconds East and a length of 548.69 feet; (5) thence South 16 degrees 00 minutes 36 seconds East 58.71 feet to a point on a north boundary of Union Street; (6) thence North 18 degrees 34 minutes 57 seconds West 61.08 feet along a northeastern boundary of U.S.R. 52 By-Pass to an east boundary of said U.S.R. 52 By-Pass; (7) thence along said east boundary Northerly 419.60 feet along an arc to the right and having a radius of 214,809.17 feet and subtended by a long chord having a bearing of North 1 degree 05 minutes 21 seconds West and a length of 419.60 feet; (8) thence North 1 degree 02 minutes 00 seconds West 397.12 feet along said east boundary to the point of beginning and containing 0.121 acres, more or less.

ALSO: All those certain lots, tracts or parcels of land, together with the buildings thereon and the appurtenances thereto pertaining, hereinafter particularly described, situate, lying and being in the Township of Fairfield, Tippecanoe County and State of Indiana:
A part of the West half of the Northeast quarter of Section 22, Township 23 North, Range 4 West, in Fairfield Township, Tippecanoe County, Indiana, and described as follows:
Beginning at a point on the west line 898.55 feet north of the southwest corner of the northeast quarter of Section 22, said point being 3.31 feet west of the center line of the present pavement on U.S. 52 By-Pass;

thence North 89 degrees and 23 minutes East a distance of 265.29 feet; thence south 20 degrees and 47 minutes East a distance of 202.9 feet; thence North 89 degrees and 18 minutes East a distance of 353.03 feet to a point in the westerly right of way line of Lafayette Union Railroad Belt line; thence North 35 degrees and 29 minutes West along the Westerly right of way line of said railroad a distance of 122.4 feet; thence on a curve to the right having a radius of 985 feet for a distance of 557.1 feet; thence South 89 degrees and 32 minutes West a distance of 20.48 feet; thence North 0 degrees and 28 minutes West and on the Westerly right of way line of said railroad a distance of 1336.26 feet to a point on the north line of said northeast quarter; thence South 89 degrees and 37 minutes West along the north line of said northeast quarter a distance of 435.95 feet to the northwest corner of the northeast quarter of said Section 22, said point being at the intersection of the north line of Greenbush Road with the center line of the present pavement on U.S. 52 By-Pass; thence South 0 degrees and 55 minutes East along the west line of said northeast quarter a distance of 1769.6 feet to the place of beginning.

Containing 18.75 acres, more or less.

EXCEPTING FROM THE 18.75 acres the following:

A part of the northeast quarter of Section 22, Township 23 North, Range 4 West, City of Lafayette, Fairfield Township, Tippecanoe County, Indiana, described as follows:

Commencing at the northwest corner of the northeast quarter of said Section 22; thence north 89°37'00" East along the northern line of the northeast quarter of said section 22, 435.95 feet; thence south 0°28'00" East 81.54 feet to the point of beginning of this description; said point being further described as the intersection of the southern right of way line of Greenbush Street and the western right of way line of the Lafayette Union Railway; thence south 0°28'00" east along the western right of way line of the Lafayette Union Railway 1,009.00 feet; thence South 88°55'07" West 337.19 feet to the eastern right of way line of US 52; the next three calls traverse the eastern right of way line of US 52; thence North 0°23'00" east 555.50 feet; thence north 2°31'51" East 400.28 feet; thence north 24°05'27" east 63.61 feet to the southern right of way line of Greenbush Street; thence leaving the eastern right of way line of US 52 north 89°37'00" east along the southern right of way line of Greenbush Street 281.56 feet to the point of beginning, containing 7.55 acres, more or less.

ALSO EXCEPTING THEREFROM:

A part of the West half of the Northeast quarter of Section Twenty-two (22), Township Twenty-three (23) North, Range Four (4) West in Fairfield Township, Tippecanoe County, Indiana, described as follows:

Beginning at the intersection of the East right of way line of U.S. 52 By-Pass and a line parallel to and Fifty (50) feet South of the North line of said Northeast quarter of Section Twenty-two (22); thence East and parallel to said North line of the Northeast quarter of Section Twenty-two (22) a distance of 385.95 feet to the West right of way line of the Lafayette Union Railway Company; thence South 31.54 feet; thence West and parallel with said North line of the Northeast quarter of Section Twenty-two (22) 385.95 feet to a point on the East right of way line of U.S. By-Pass; thence North on said right of way line 31.54 feet to the place of beginning.

ALSO EXCEPTING THEREFROM:

A part of the West half of the Northeast quarter of Section 22, Township 23 North, Range 4 West, Tippecanoe County, Indiana, described as follows:

Beginning on the South line of the owner's land 898.55 feet (distance quoted from Deed Record 291, page 535) Northerly (along the West line of said half quarter quarter Section) and 53.96 feet Easterly (along said South line of the owner's land) from the Southwest corner of said half-quarter Section, which point of beginning is also on an East boundary of U.S.R. 52 By-Pass and 50.00 feet Easterly, measured at right angles, from the existing centerline of said U.S.R. By-Pass (1) thence North 01 degrees 02 minutes 00 seconds West 1,683.18 feet along said East boundary to a Southern boundary of said U.S.R. 52 By-Pass; (2) thence North 29 degrees 07 minutes 02 seconds East 3.53 feet along said Southeastern boundary to a South boundary of Greenbush Street; (3) thence North 89 degrees 26 minutes 00 seconds East 100.84

feet along said South boundary; (4) thence south 24 degrees 05 minutes 27 seconds West 62.18 feet; (5) thence South 2 degrees 31 minutes 51 seconds West 400.28 feet; (6) thence South 0 degrees 23 minutes 00 seconds West 700.00 feet; (7) thence South 11 degrees 41 minutes 36 seconds West 50.99 feet East; (8) thence South 0 degrees 23 minutes 00 seconds West 150.00 feet; (9) thence South 2 degrees 28 minutes 45 seconds East 100.12 feet; (10) thence South 0 degrees 23 minutes 00 seconds West 200.00 feet ; (11) thence North 89 degrees 37 minutes 00 seconds West 4.50 feet; (12) thence South 0 degrees 23 minutes 00 seconds West 30.30 feet to a South line of the owner's land; (13) thence Westerly 11.41 feet along said South line to the point of beginning.

ALSO EXCEPT:

The Southern 30.00 feet of the land of Essex International, Inc., as described in Deed Record 70, Page 2519, in the Tippecanoe County Recorder's Office, and located in a part of the West Half of the Northeast Quarter of Section 22, Township 23 North, Range 4 West of the Second Principal Meridian in the City of Lafayette, Fairfield Township, Tippecanoe County, Indiana.

Containing 0.56 of an acre, more or less. The portion of the above described real estate which is not already encompassed within the apparent public right of way contains 0.09 of an acre, more or less.

EXHIBIT "B"

Permitted Encumbrances

1. The lien of real estate taxes for the year 2002, due and payable in May and November 2003, and all subsequent real estate taxes which are not yet due and payable.

2. Rights of way for drainage tiles, ditches, laterals and feeders, as delineated on the ALTA/ACSM Land Title Survey prepared for Essex Electric Company, Project No. 20030092-001 by Bock & Clark's National Surveyors Network dated February 25, 2003, and last revised February 27, 2003.

3. Rights of the public, the State of Indiana, and County of Tippecanoe, and the municipality in and to that part of the premises taken or used for road purposes as delineated on the ALTA/ACSM Land Title Survey prepared for Essex Electric Company, Project No. 20030092-001 by Bock & Clark's National Surveyors Network dated February 25, 2003, and last revised February 27, 2003.

4. Grant of Right of Way dated February 16, 1893, recorded September 16, 1893, in Deed Record 99, Page 533, from The Heinz Company, as Grantor, to The Lafayette Union Railway Company, as Grantee.

5. Grant of Electric Pole Line Easement, and incidental purposes, dated April 1, 1947, recorded June 13, 1947, in Deed Record 212, page 292, from Brown Rubber Co., Inc., as Grantor, to Public Service Company of Indiana, Inc., as Grantee.

6. Grant of Easement by Brown Rubber Company, Inc. to Nopco Chemical Company for the purpose of maintenance of six electric light poles and fixtures recorded June 30, 1961 in Deed Record 273, Page 628.

7. Permanent extinguishment of all rights and easements of ingress and egress to, from and across the limited access facility [to be known as U.S.R. 52 By-Pass and as Project U-74(48)] to and from the owner's abutting lands. This restriction shall be a covenant running with the land and shall be binding on all successors in title to the said abutting lands. Set forth in a Quitclaim Deed from H.K. Porter Company Inc. to the State of Indiana dated March 18, 1968 and recorded May 27, 1968 in Record 311, page 84

PRINCIPLES

FOR CONSIDERATION OF PROPERTY TAX ABATEMENT IN LAFAYETTE, INDIANA

These principles are used in determining the guidelines and considerations for each category of project, and will also be used in determining the length of an abatement within each category.

1. Firms receiving tax abatement are expected to give local construction firms and local suppliers of goods and services the opportunity to do business.

2. Existing industry will be considered for tax abatement on the same basis as firms being recruited to the community.

3. Preference will be given to firms that diversify and fill gaps in our local economy rather than those that compete for business in the local economy with existing firms.

4. Products that are sold outside our local community and bring value to the local economy will be given a high priority.

5. Abatement will be used to recruit and assist firms that create a technology based product or service or use advanced technology in manufacturing.

6. Location in the downtown, the urban enterprise zone, or declining area designated as an economic development area will be given a higher priority.

7. Projects that involve retail or are primarily office operations will be considered only in the locations described in #6 above unless the office operations are technology related.

8. The number of jobs created per dollar of investment will be an important consideration for the warehouse distribution and manufacturing areas.

9. The level of wages and benefits will be an important consideration for all applications.

10. Housing will be evaluated in terms of percentage of units available to lower income families, mix of income levels, distance from other projects serving a similar clientele, availability of services, potential displacement of existing housing, and compatibility of design.

11. Projects will not be considered that will require variances or special exceptions unless primary review indicates that no problems will be encountered.

12. Adverse environmental impacts will negatively affect the consideration of abatement.

13. Any need for additional public infrastructure or other additional public support in the project will be considered in determining the length of the abatement.

14. Major development projects will be individually evaluated.

15. The time period of depreciation of equipment will be considered in the length of abatement for equipment.

16. Economic Revitalization Areas (ERAs) designated by the Common Council for new manufacturing equipment will include a Memorandum of Understanding that will provide for the repayment to the City of all or a portion of the tax savings realized through the designation in event that the ERA is terminated because the new manufacturing equipment is removed from the City.

GUIDELINES

FOR CONSIDERATION OF PROPERTY TAX ABATEMENT IN LAFAYETTE, INDIANA

Projects will be considered for abatement only if the proposed investment is at least $250,000 and development has not begun and/or equipment has not been ordered. In addition, if the applicant is not the owner, authorization of the application must be obtained from the owner.

The length of the abatement period for real estate and equipment will be considered by the guidelines in the categories below:

6-10 Years

Real Estate Improvements

Manufacturing

Technology Based

3-6 Years

Equipment and Machinery

Warehouse/Distribution

Office

Retail

1-3 Years

Housing

Redevelopment Commission Guidelines
For
Economic Revitalization Area Designation
City of Lafayette, Indiana

The Lafayette Redevelopment Commission has formulated guidelines for granting requests for designation of an Economic Revitalization Area. Each category has a threshold of acceptance and a benchmark for the number of years of tax abatements. The number of years of tax abatement may be increased or decreased by the Redevelopment Commission and/or the Common Council with the addition of positive or negative factors cited. Final authority rests with the Common Council.

Manufacturing/Commercial

Threshold:

1. Development/redevelopment not begun/Equipment not ordered
2. Commercial only eligible in Central TIF
3. More than $250,000 investment
4. Variances/special exceptions have

Benchmark:

Six (6) years – real estate
Five (5) years – equipment

Positive Factors (increase years of abatement):

1. Located in Central TIF or Urban Enterprise Zone
2. More than one (1) job created/retained per $100,000 investment
3. Jobs are supported by product/service sales outside the Greater Lafayette area
4. Commitment to hire/train residents of the Greater Lafayette area, including for construction
5. Jobs include benefits
6. Jobs pay more than county average

Negative Factors (decrease years of abatement):

1. Location in TIF other than Central TIF
2. Jobs retained but no new jobs created
3. Prior tax abatement received

Retail

Threshold:

1. Project includes more than one (1) tenant
2. Variances/special exceptions have passed initial review
3. Development/redevelopment not begun
4. Investment more than $250,000

Benchmark:

Three (3) years

Factors:

1. Redevelopment (rehab) rather than new development
2. Vacancies (measured in square footage, number of spaces and length of time)
3. Property taxes paid by tenant
4. Decline in assessed value
5. Impact on surrounding area

Multi-family Rental Housing

Threshold:

1. 20% of units dedicated to low and moderate income households
2. Investment of more than $250,000 or increased assessment of at least $50,000
3. Development or redevelopment not yet begun
4. Variances/special exceptions have passed initial review

Benchmark:

Six (6) years

Positive Factors (increase years of abatement):

1. Located in Central TIF or Urban Enterprise Zone
2. More than 40% of the units dedicated to low or moderate income households or more than 20% of units dedicated to low income households

Negative Factors (decrease years of abatement):

1. Located in TIF other than Central TIF
2. Low or moderate income households displaced
3. No units dedicated for low income households
1. Demolition or incompatible alteration of historic structures

SUMMARY OF IMPACT EVALUATIONS

COMMUNITY IMPACTS

Yes/No/N/A		
Yes	1.	Is the project compatible with Tippecanoe County's current comprehensive plan?
Yes	2.	Does the applicant own the property of the project?
No	3.	Will any historic structures be demolished?
No	4.	Will any historic structures be redeveloped?
No	5.	Is a change in zoning necessary? From _____to _____
No	6.	Are Variances or Special Exceptions needed?
No	7.	Will any negative environmental impacts or pollution result from the project?
No	8.	Are any environmental permits needed?
No	9.	Will any households be displaced?
No	10.	Will the project have a negative effect on the local housing market?
No	11.	Will the project include rehabilitation or redevelopment of existing structures?
Yes	12.	Will the project have other benefits on the community?
No	13.	Will the project have other negative effects on the community?
No	14.	Has any work begun or any equipment been ordered?
No	15.	Is the project located in Downtown or the LUEZ?
Yes	16.	Are products primarily sold outside community?

EMPLOYMENT IMPACTS

Yes	17.	Will jobs be created or retained? 10 created 159 retained
Yes	18.	Will wages be equal or be above the county's average? $23.10/hr avg
Yes	19.	Will employees receive health insurance? 60% paid by company
Yes	20.	Will employees receive retirement benefits? 1.5% paid
Yes	21.	Will employees receive life insurance? 100% paid by company
Yes	22.	Will employees receive other benefits? List: Disability – 50% paid, Vacation – min. 10 days/yr
N/A	23.	What is the ratio of investment to jobs creation: $1.5M:1
Yes	24.	Will construction labor from the local region (Tippecanoe and contiguous counties) be used?
Yes	25.	Will new employees resulting from the project be hired from the local region (Tippecanoe and contiguous counties)?

Yes 26. Does the project include advanced technology or manufacturing processes?

FISCAL IMPACTS

N/A	27.	Will the project be in competition with existing local business?
Yes	28.	Will the project complement existing local businesses?
No	29.	Will new infrastructures, not yet in place, be required for this project?
No	30.	Will the project have other special tax treatments or financing such as grants, low interest loans, etc.
Yes	31.	Has the applicant ever applied for or benefited from tax abatement in any other project in Lafayette or elsewhere? Tax Abatements for both Real Estate and Personal Property in 2009 and 2011 (total of 4 tax abatements).
No	32.	Has financing for this project been approved?

RESOLUTION NO. LRC-2020-05

LAFAYETTE REDEVELOPMENT COMMISSION

A RESOLUTION RECOMMENDING DESIGNATION OF AN ECONOMIC REVITALIZATION AREA FOR TAX ABATEMENT AND RECOMMENDING APPROVAL OF DEDUCTION FOR TAX ABATEMENT

WHITENACK & BROTHERS LLC
REAL PROPERTY

WHEREAS, I.C. 6-1.1-12.1 allows a partial abatement of property taxes attributable to the rehabilitation/redevelopment of real property and/or the installation of new tangible personal property in "Economic Revitalization Areas" (ERA); and

WHEREAS, I.C 6-1.1-12.1 empowers the Common Council to designate Economic Revitalization Areas (ERA); and

WHEREAS, the Common Council of the City of Lafayette, Indiana has designated the Lafayette Redevelopment Commission as the agency to make preliminary investigations, determinations, and recommendations to said Common Council as to what areas should be designated Economic Revitalization Areas (ERA); and

WHEREAS, the Lafayette Redevelopment Commission has considered applications dated February 13, 2020, for designation of real estate, which real estate is more completely described on the attached Exhibit "A", as an ERA for the purpose of achieving real and/or personal property tax savings, and has reviewed the Statement of Benefits submitted by Whitenack & Brothers LLC (which is the real estate entity for the business operation of Antique Candle Works, Inc) and other relevant information presented at their regularly scheduled meeting on the Attached Exhibit "B"; and

WHEREAS, Whitenack & Brothers LLC. has requested a deduction from the assessed value for the redevelopment of real estate pursuant to the Statement of Benefits over a period of ten (10) years in accordance with the following abatement schedule percentages:

Year	Percentage
1	100
2	90
3	80
4	70
5	60
6	50

7	40

8	30
9	20
10	10

WHEREAS, the area meets the criteria for designation of an Economic Development Area (ERA) under IC 6-1.1-12.1; and

WHEREAS, the applications for deduction for the purpose of tax abatement within an ERA meets the criteria for approval of a deduction for the purpose of tax abatement under IC 6-1.1-12.1;

NOW THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT COMMISSION OF THE CITY OF LAFAYETTE that the following recommendations be made to the Common Council:

1. That the request of Whitenack & Brothers LLC. for the designation of an Economic Development Area (ERA) for the real estate described on Exhibit A be granted for a period of ten (10) years commencing January 1, 2020.

2. That the Application for deduction for the purposes of tax abatement meet the criteria for approval of a deduction for the purpose of tax abatement under IC 6-1.1-12.1 and as such that Whitenack & Brothers LLC. be entitled the opportunity to apply for property tax deductions for the redevelopment/rehabilitation of real estate over a period of ten (10) years in accordance with the following abatement schedule percentages:

Year	Percentage
1	100
2	90
3	80
4	70
5	60
6	50
7	40
8	30
9	20
10	10

ADOPTED AND PASSED by the Lafayette Redevelopment Commission this 27th day of February, 2020.

LAFAYETTE REDEVELOPMENT COMMISSION

_____
Jos Holman, President

_____
Jim Terry, Vice President

_____
T.J. Thieme, Secretary

_____
Shelly Henriott, Commissioner

_____
Donald J. Teder, Commissioner

ATTEST:

_____
Dave Moulton

_____
Randy Bond

Exhibit A

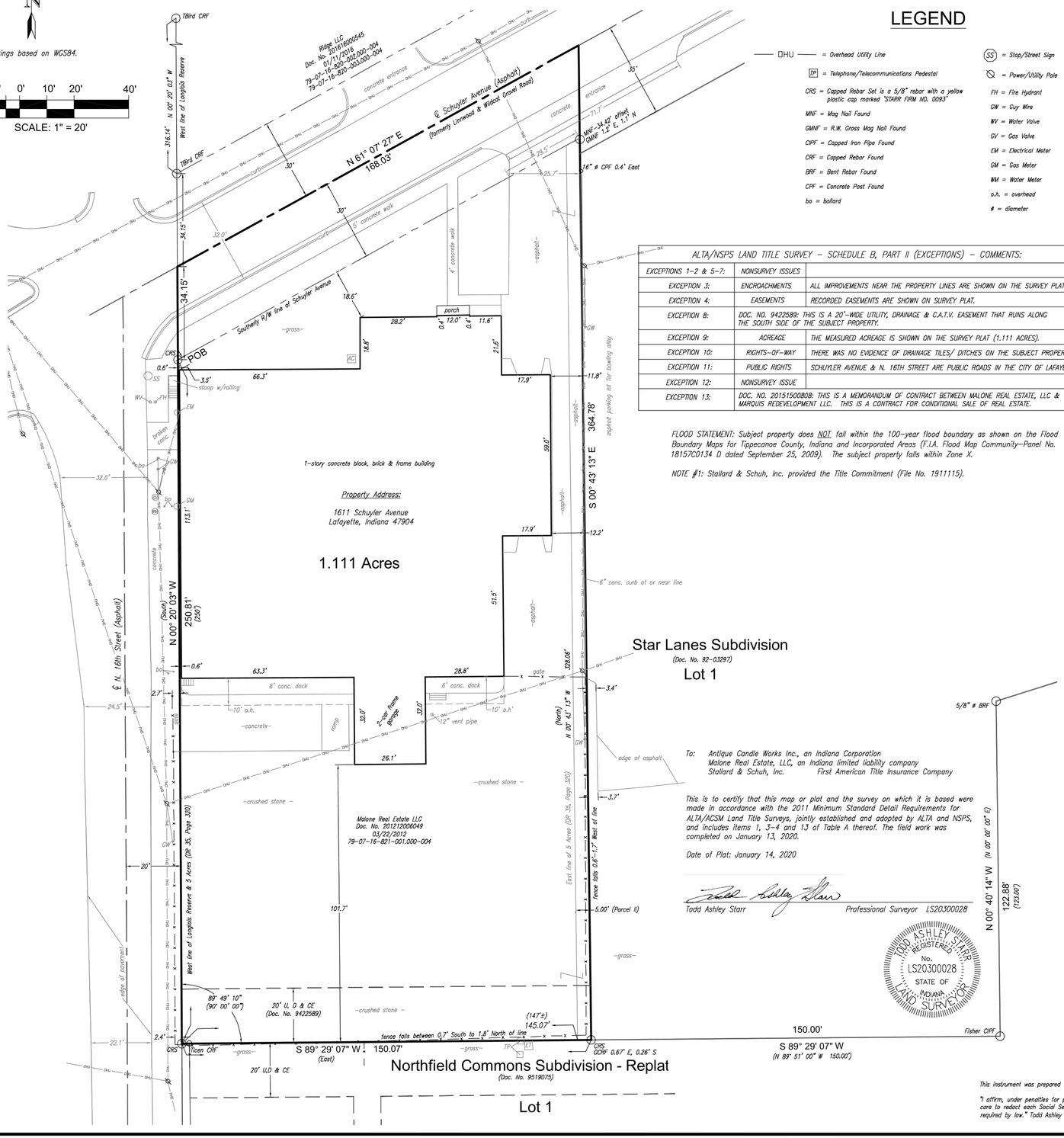
Boundary Map (Site Survey)
and
Legal Description

ALTA/NSPS LAND TITLE SURVEY

Bearings based on WCS84.

20' 10' 0' 10' 20' 40'

SCALE: 1" = 20'



LEGEND

- —— OHU —— = Overhead Utility Line
- TP = Telephone/Telecommunications Pedestal
- CRS = Capped Rebar Set is a 5/8" rebar with a yellow plastic cap marked "STARR FIRM NO. 0093"
- MNF = Mag Nail Found
- GMNF = R.W. Gross Mag Nail Found
- CIPF = Capped Iron Pipe Found
- CRF = Capped Rebar Found
- BRF = Bent Rebar Found
- CPF = Concrete Post Found
- bo = bollard
- SS = Stop/Street Sign
- = Power/Utility Pole
- FH = Fire Hydrant
- GW = Guy Wire
- WV = Water Valve
- GV = Gas Valve
- EM = Electrical Meter
- GM = Gas Meter
- WM = Water Meter
- o.h. = overhead
- ø = diameter

ALTA/NSPS LAND TITLE SURVEY – SCHEDULE B, PART II (EXCEPTIONS) – COMMENTS:		
EXCEPTIONS 1–2 & 5–7:	NONSURVEY ISSUES	
EXCEPTION 3:	ENCROACHMENTS	ALL IMPROVEMENTS NEAR THE PROPERTY LINES ARE SHOWN ON THE SURVEY PLAT.
EXCEPTION 4:	EASEMENTS	RECORDED EASEMENTS ARE SHOWN ON SURVEY PLAT.
EXCEPTION 8:	DOC. NO. 9422589: THIS IS A 20'-WIDE UTILITY, DRAINAGE & C.A.T.V. EASEMENT THAT RUNS ALONG THE SOUTH SIDE OF THE SUBJECT PROPERTY.	
EXCEPTION 9:	ACREAGE	THE MEASURED ACREAGE IS SHOWN ON THE SURVEY PLAT (1.111 ACRES).
EXCEPTION 10:	RIGHTS-OF-WAY	THERE WAS NO EVIDENCE OF DRAINAGE TILES/ DITCHES ON THE SUBJECT PROPERTY.
EXCEPTION 11:	PUBLIC RIGHTS	SCHUYLER AVENUE & N. 16TH STREET ARE PUBLIC ROADS IN THE CITY OF LAFAYETTE.
EXCEPTION 12:	NONSURVEY ISSUE	
EXCEPTION 13:	DOC. NO. 20151500808: THIS IS A MEMORANDUM OF CONTRACT BETWEEN MALONE REAL ESTATE, LLC & MARQUIS REDEVELOPMENT LLC. THIS IS A CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE.	

FLOOD STATEMENT: Subject property does NOT fall within the 100-year flood boundary as shown on the Flood Boundary Maps for Tippecanoe County, Indiana and Incorporated Areas (F.I.A. Flood Map Community-Panel No. 18157C0134 D dated September 25, 2009). The subject property falls within Zone X.

NOTE #1: Stallard & Schuh, Inc. provided the Title Commitment (File No. 1911115).

To: Antique Candle Works Inc., an Indiana Corporation
Malone Real Estate, LLC, an Indiana limited liability company
Stallard & Schuh, Inc. First American Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 3-4 and 13 of Table A thereof. The field work was completed on January 13, 2020.

Date of Plat: January 14, 2020

Todd Ashley Starr Professional Surveyor LS20300028

TODD ASHLEY STARR REGISTERED No. LS20300028 STATE OF INDIANA LAND SURVEYOR

This instrument was prepared by Todd Ashley Starr

"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." Todd Ashley Starr.

PROPERTY DESCRIPTION (Doc. No. 201212006049):

PARCEL I:

Part of a certain tract of five (5) acres out of the southwest corner of Longlois Reservation, situated in Township 23 North, Range 4 West, as described in deed recorded in Deed Record No. 35 on page 320, in the Office of the Recorder of Tippecanoe County, Indiana, said part being particularly described as follows, to-wit: Beginning at a point where the west line of said five acre tract (and of said reservation) intersects the southerly line of the Linnwood and Wildcat Gravel Road (now known as Schuyler Avenue); thence South along the said west line of said five acre tract a distance of 250 feet; thence East at right angles with said west line of said five acre tract a distance of 147 feet, more or less, to the east line of said five acre tract; thence North along the said east line of said five acre tract to the center line of the Linnwood and Wildcat Gravel Road (now known as Schuyler Avenue); thence Southwesterly along the center line of said road to a point where the center line of said road intersects the west line of said five acre tract; thence South along the west line of said five acre tract to the place of beginning.

PARCEL II:

A strip of ground five (5) feet of even width, immediately East of, and adjoining, the entire east line of Parcel I described above.

MODERNIZED DESCRIPTION OF 1.111 ACRES:

A part of the West Half of Longlois Reserve in Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County, Indiana, described as follows (this description written by Todd Ashley Starr, LS20300028, Job Number 20196436, 01/13/2020): Beginning at a Starr Capped Rebar marking the intersection of the West line of said Longlois Reserve and the Southerly Right-of-Way line of Schuyler Avenue (formerly Linnwood & Wildcat Gravel Road); thence North 00° 20' 03" West (Bearings are based on WGS84) 34.15 feet along the West line of said Longlois Reserve, to the approximate center line of Schuyler Avenue; thence North 61° 07' 27" East 168.03 feet along the approximate center line of Schuyler Avenue, to the West line of Star Lanes Subdivision, as recorded in Document Number 92-03297 in the Office of the Recorder of Tippecanoe County, Indiana (ORTC); thence South 00° 43' 13" East 364.78 feet along the West line of said Star Lanes Subdivision, to a Starr Capped Rebar on the North line of Northfield Commons Subdivision (Replat), as recorded in Document Number 9519075 (ORTC); thence South 89° 29' 07" West 150.07 feet along the North line of said Northfield Commons Subdivision, to a Starr Capped Rebar on the West line of said Longlois Reserve; thence North 00° 20' 03" West 250.81 feet along the West line of said Longlois Reserve, to the Point of Beginning and containing 1.111 Acres.

SURVEYOR'S REPORT

Title 865, Article 1, Chapter 12, of the Indiana Administrative Code requires a surveyor's report which in addition to other pertinent data gives the surveyor's professional opinion of the cause and the amount of uncertainty in the lines and corners used in the survey because of the availability and condition of referenced monuments, occupation or possession lines, clarity or ambiguity of the record descriptions used and/or adjoiner's descriptions and the acceptable relative positional accuracy of the survey.

– This is an ALTA/NSPS Land Title Survey on 1611 Schuyler Avenue, property owned by Malone Real Estate LLC.

AVAILABILITY AND CONDITION OF REFERENCED MONUMENTS

Previous Surveys used during this ALTA/NSPS Land Title Survey:

#1) TBird Survey (Doc. No. 201010000281).
#2) Hause Survey (Doc. No. 201111015018).
#3) Star Lanes Subdivision (Doc. No. 92-03297).
#4) Northfield Commons Subdivision – Replat (Doc. No. 9519075).

– Two TBird Capped Rebars (#1) were found along the West line of Longlois Reserve (T23N-R4W). The SW corner of Longlois Reserve was placed according to the TBird Survey, but other Surveyors have place said SW corner 20-22'± West of this location. The TBird location provides the best evidence of the West line of the Longlois Reserve. An uncertainty of 4'± is associated with the West line of the Longlois Reserve.
– A TBird Capped Rebar & a 5/8" diameter Rebar were held as marking the Northerly Right-of-Way line of Schuyler Avenue, as shown on a TBird Survey (#1). This line was used to establish the center line & Southerly Right-of-Way line of Schuyler Avenue.
– Three Ticen Capped Rebars, a Fisher Capped Iron Pipe & a 5/8" Bent Rebar were found marking the corners of Northfield Commons Subdivision –Replat (#4). The Fisher Capped Iron Pipe, 5/8" diameter Rebar and one the Ticen Capped Rebars are also marking the corners of Lot 1 in Star Lanes SD (#3). These Monuments checked within 0.15'± of their theoretical locations and were held as the best evidence of the locations of their respective Lot corners. An uncertainty of 0.2'± is associated with these Monuments.
– A R.W. Gross Capped Rebar was found 0.67' East & 0.26' South of the SE corner of the subject property. We did not find a recorded R.W. Gross Survey, and did not hold this Monument as marking the SE corner, because I held the Monuments marking the corners of the Northfield Commons Subdivision (Replat) & Star Lanes SD and placed the SW corner of Lot 1 (of Star Lanes SD) at the platted distance of 150.00'. An uncertainty of 0.7'± is associated with the SE corner of the subject property.
– A R.W. Gross Mag Nail (with washer) was found 1.24' East of the East line of the subject property (West line of Lot 1 in Star Lanes SD). We did not find a recorded R.W. Gross Survey, and did not hold this Monument as marking the East line of the subject property, because I held the Monuments marking the corners of the Northfield Commons Subdivision (Replat) & Star Lanes SD and placed the West line of Lot 1 (of Star Lanes SD) by deflecting the platted interior angle and extending said line to the center line of Schuyler Avenue. We also found an older Mag Nail that fell along my deflected East line (near the Southerly Right-of-Way line). The measured distance between the SW corner of Lot 1 (in Star Lanes SD) and the found Mag Nail (330.36'), checked within 0.04' of the distance calculated on the Star Lanes SD Plat (498.10'-167.70' = 330.40').

An uncertainty of 1.3'± is associated with the East line of the subject property.

OCCUPATION OR POSSESSION LINES

– The existing building falls 0.6' East of the West line of the subject property.
– A chain-link fence fell 2.4'-2.7' West of the West line of the subject property.
– A 6" concrete curb fell at or near the East line of the subject property.
– Overhead Utility lines fell at or near the East line of the subject property. There are no recorded Utility Easements in this area.
– A chain-link fence fell 0.6'-1.7' West of the East line of the subject property.
– The center of a 16" diameter Concrete Post fell 0.4' East of the East line of the subject property.
– A chain-link fence fell between 0.7' South to 1.8' North of the South line of the subject property.
– A Utility Pedestal, and the North line of the Electrical Transformer, fell at or near the South line of the subject property.

CLARITY OR AMBIGUITY OF THE RECORD DESCRIPTION USED AND/OR ADJOINER'S DESCRIPTIONS

– The current deed is a metes and bounds of a tract of land that is part of a larger 5-Acre tract. The subject property is bound by Schuyler Avenue (to the North), Star Lanes SD (to the East), Northfield Commons Subdivision – Replat (to the South) & the West line of Longlois Reserve (to the West). I have included a Modernized Description to clarify the metes and bounds description, and provide an accurate acreage of the subject property.

ACCEPTABLE RELATIVE POSITIONAL ACCURACY OF SURVEY

The acceptable relative positional accuracy of this survey is for an Urban Survey: 0.07 feet plus 50 parts per million.

FIELD WORK COMPLETED: January 13, 2020

SURVEYOR'S JOB NUMBER: 20196436

CERTIFICATION DATE: January 14, 2020

SURVEYOR'S CERTIFICATION:

I, Todd Ashley Starr, a Professional Surveyor of the State of Indiana, do hereby certify that this survey was completed under my direct supervision and to the best of my knowledge and belief this plat is an accurate representation of that survey.

Todd Ashley Starr Professional Surveyor LS20300028

Title Holder: Malone Real Estate LLC Tax Key No.: 79-07-16-821-001.000-004

ALTA/NSPS LAND TITLE SURVEY

SHEET 1 OF 1

Drawn By: TAS
Proj. No.: 20196436

Revised:

STARR ASSOCIATES
LAND SURVEYORS & ENGINEERS
413 TEAL ROAD
LAFAYETTE, INDIANA 47905
(765) 471-8813
(765) 471-0365 FAX
120 W. MAIN STREET-SUITE A
DELPHI, INDIANA 46923
(765) 201-4705
WWW.STARRSURVEYING.COM

Exhibit B

Statement of Benefits (SB-1)
and
Supplement to Statement of Benefits

STATEMENT OF BENEFITS
REAL ESTATE IMPROVEMENTS

State Form 51767 (R6 / 10-14)
Prescribed by the Department of Local Government Finance

2020 PAY 2021
FORM SB-1 / Real Property
PRIVACY NOTICE
Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-5.1.

This statement is being completed for real property that qualifies under the following Indiana Code (*check one box*):

☑ Redevelopment or rehabilitation of real estate improvements (IC 6-1.1-12.1-4)
☐ Residentially distressed area (IC 6-1.1-12.1-4.1)

INSTRUCTIONS:

1. *This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise, this statement must be submitted to the designating body* ***BEFORE*** *the redevelopment or rehabilitation of real property for which the person wishes to claim a deduction.*
2. *The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the initiation of the redevelopment or rehabilitation for which the person desires to claim a deduction.*
3. *To obtain a deduction, a Form 322/RE must be filed with the County Auditor before May 10 in the year in which the addition to assessed valuation is made or not later than thirty (30) days after the assessment notice is mailed to the property owner if it was mailed after April 10. A property owner who failed to file a deduction application within the prescribed deadline may file an application between March 1 and May 10 of a subsequent year.*
4. *A property owner who files for the deduction must provide the County Auditor and designating body with a Form CF-1/Real Property. The Form CF-1/Real Property should be attached to the Form 322/RE when the deduction is first claimed and then updated annually for each year the deduction is applicable. IC 6-1.1-12.1-5.1(b)*
5. *For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/Real Property that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. IC 6-1.1-12.1-17*

SECTION 1 — TAXPAYER INFORMATION

Name of taxpayer
Whitenack & Brothers LLC (ReaL Estate entity for business operation of Antique Candle Works, Inc.)

Address of taxpayer *(number and street, city, state, and ZIP code)*
704 Avondale Street West Lafayette, IN 47906

Name of contact person	Telephone number	E-mail address
Brittany Whitenack	(765) 586-6013	Brittany@antiquecandlec

SECTION 2 — LOCATION AND DESCRIPTION OF PROPOSED PROJECT

Name of designating body		Resolution number
Location of property	**County**	**DLGF taxing district number**
1161 Schuyler Avenue	Tippecanoe	

Description of real property improvements, redevelopment, or rehabilitation *(use additional sheets if necessary)*
Complete renovation of building including: new offices and break room (framing, drywalling, painting), opening warehouse layout, painting, refinishing floors, updating bathrooms (tile, replacement of fixtures), all new electrical, new roof, add security system, improve parking for employees and customers.

Estimated start date (*month, day, year*): April 1, 2020
Estimated completion date (*month, day, year*): September 15, 2020

SECTION 3 — ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT

Current number	Salaries	Number retained	Salaries	Number additional	Salaries
31	$880,000 annually	31	$$880,000	4	$182,000

SECTION 4 — ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT

	REAL ESTATE IMPROVEMENTS	
	COST	ASSESSED VALUE
Current values	0	$255,000
Plus estimated values of proposed project	$1,150,000	$1,150,000
Less values of any property being replaced	0	0
Net estimated values upon completion of project	$1,150,000	$1,150,000

SECTION 5 — WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER

Estimated solid waste converted (*pounds*) 0
Estimated hazardous waste converted (*pounds*) 0

Other benefits

Retainment of architectural significant structures including preserving unique sky lights and one-of-a-kind large fire door (40 feet x 40 feet)
Total Rehabilitation of 15,266 sq ft including offices, bathrooms, and warehouse area

SECTION 6 — TAXPAYER CERTIFICATION

I hereby certify that the representations in this statement are true.

Signature of authorized representative	Date signed (*month, day, year*)
Beth Whitenack	02 / 13 / 2020
Printed name of authorized representative	**Title**
Brittany Whitenack	Owner & CEO Antique Candle Works, Inc.

FOR USE OF THE DESIGNATING BODY

We find that the applicant meets the general standards in the resolution adopted or to be adopted by this body. Said resolution, passed or to be passed under IC 6-1.1-12.1, provides for the following limitations:

A. The designated area has been limited to a period of time not to exceed ____10_____ calendar years* *(see below)*. The date this designation expires is ____12/31/202 9_____

B. The type of deduction that is allowed in the designated area is limited to:
   1. Redevelopment or rehabilitation of real estate improvements X Yes ☐ No
   2. Residentially distressed areas ☐ Yes ☐ No

C. The amount of the deduction applicable is limited to $ __1,150,000_____

☐. Other limitations or conditions *(specify)*_____

E. Number of years allowed: ☐ Year 1 ☐ Year 2 ☐ Year 3 ☐ Year 4 ☐ Year 5 (* see below) ☐ Year 6 ☐ Year 7 ☐ Year 8 ☐ Year 9 X Year 10

F. For a statement of benefits approved after June 30, 2013, did this designating body adopt an abatement schedule per IC 6-1.1-12.1-17?
   X YES ☐ No
   If yes, attach a copy of the abatement schedule to this form.
   If no, the designating body is required to establish an abatement schedule before the deduction can be determined.

We have also reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

Approved (*signature and title of authorized member of designating body*)	Telephone number ( )	Date signed *(month, day, year)*
Printed name of authorized member of designating body	Name of designating body	
Attested by (*signature and title of attester*)	Printed name of attester	

* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1.1-12.1-17.

A. For residentially distressed areas where the Form SB-1/Real Property was approved prior to July 1, 2013, the deductions established in IC 6-1.1-12.1-4.1 remain in effect. The deduction period may not exceed five (5) years. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. The deduction period may not exceed ten (10) years. (See IC 6-1.1-12.1-17 below.)
B. For the redevelopment or rehabilitation of real property where the Form SB-1/Real Property was approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. (See IC 6-1.1-12.1-17 below.)

IC 6-1.1-12.1-17
Abatement schedules
Sec. 17. (a) A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:
(1) The total amount of the taxpayer's investment in real and personal property.
(2) The number of new full-time equivalent jobs created.
(3) The average wage of the new employees compared to the state minimum wage.
(4) The infrastructure requirements for the taxpayer's investment.
(b) This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. An abatement schedule may not exceed ten (10) years.
(c) An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.

SUPPLEMENT TO STATEMENT OF BENEFITS
Real Estate & Personal Property

INSTRUCTIONS:

1. This completed SUPPLEMENT and the completed STATEMENT OF BENEFITS, along with all other requested materials, must be submitted to Greater Lafayette Commerce.

2. This SUPPLEMENT TO STATEMENT OF BENEFITS is part of the total application, and the CERTIFICATION in the STATEMENT OF BENEFITS applies to all statements in the APPLICATION.

3. To qualify, the project investment must be at least $500,000.

SECTION 1 APPLICANT

Name of Taxpayer:
Whitenack & Brothers LLC. This LLC is real estate entity owned by Brittany Whitenack, who also owns Antique Candle Works, Inc.

Address of Taxpayer (street and number, city, state & ZIP code):
704 Avondale Street West Lafayette, IN 47906

Telephone: 765-586-6013
E-mail: brittany@antiquecandl

Name of Applicant if different from Taxpayer:

Address of Applicant if different from Taxpayer (street and number, city, state & ZIP code):

Telephone:
E-mail:

Description of relationship of Applicant to Taxpayer:

Contact for this Application: Brittany Whitenack
704 Avondale Street West Lafayette, IN 47906

Phone Number: (765)586-6013

Address of Contact if different from Taxpayer (street and number, city, state & ZIP code):

Telephone:
E-mail:

Name of Parent Company (if any):

Does the company currently conduct business at this site? Yes _____ No X

If "No", how is the site currently used? It is being renovated for use beginning in September 2020

Annual Report & History of Company

Company Certified Public Accountant: Drew Trenz (The Trellis Club)

Company Commercial Bankers: Angela Tamer (HORIZONS)

Company Counsel: Dan Teder

To be completed by GLC Staff

Is this area currently designated as an Economic Revitalization Area? Yes _____ No X

Has it ever been so designated in the past? Yes _____ No X

Is this property in a Tax Increment Finance (TIF) district requires RD Commission Approval? Yes _____ No X

SECTION 2 JURISDICTION & PURPOSE

Jurisdication:

Lafayette	X
West Lafayette	
Tippecanoe	

Purpose of Application:

Real Estate Tax Abatement -	10 years
Personal Property Tax Abatement -	years
ERA Designation Only -	

Type of Industry:

Research & Development	
Manufacturing	X
Logistics	
Information Technology	
Other	Please specify:

Describe proposed project.

Complete renovation of building including: new offices and break room (framing, drywalling, painting), opening warehouse layc painting, refinishing floors, updating bathrooms (tile, replacement of fixtures), all new electrical, new roof, add security system, improve parking for employees and customers, and general improvement of exterior.

SECTION 3 PROPERTY DESCRIPTION

Assessor's Personal Property Key Number(s): 79-07-16-821-001.000-0004

Location of Real Property (street and number, city, state & ZIP code):
1611 Schuyler Avenue Lafayette, IN 47904

****ATTACH LEGAL DESCRIPTION & PLAT MAP WITH LOCATION****

SECTION 4 NATURE OF REAL ESTATE IMPROVEMENTS

Describe any Real Property Improvements:

Size of facility to be constructed and /or renovated
16,098 current square feet. 832 sq. feet (garage) will be demoed, with a total of 15,266 sq ft renovated and remaining.

Rehabilitation of existing structure(s), especially architecturally significant or historic structures
Renovating office areas & break area. Keeping the historic brick inside and exterior intact. Also, keeping a few historic pieces intact:
1. Perserving unique ceiling windows
2. Perserving unique fire door (approximately 40 feet x 40 feet large)

Demolition of architecturally significant or historic structure(s)
Demoing car garage that is not original to the building and a 2 interior walls to open up warehouse space
None of these are historic structures

Estimated Investment $1,150,000

SECTION 5 PERSONAL PROPERTY

Type of Project:

Research & Development _____

Machinery & Equipment _____

Logistics _____

Information Technology _____

Other _____ Please specify:

Estimated Investment _____

****ATTACH DEPRECIATION SCHEDULE****

APPLIES ONLY FOR THE CITY OF LAFAYETTE

Please note that all Personal Property tax abatements are subject to a Memorandum of Agreement that may require repayment of all or a portion of the tax savings realized in a designated ERA if it is terminated because the property is removed from the City of Lafayette by the applicant. Please contact the City of Lafayette Economic Department for details.

SECTION 6 EMPLOYMENT

How many do you employ today?	31			
How many will you employ after the project is complete?	35			
How many jobs will be created?	4	Full-time	0	Part-time
How many jobs are retained?	18	Full-time	13	Part-time
How many jobs will be eliminated?	0	Full-time	0	Part-time

Will any of the new positions be temporary or filled by contract employees Yes _____ No X

If "Yes", describe the contract:

Will new employees be hired from the Tippecanoe region? Yes X No _____

If any positions are to be eliminated, please explain the circumstances and if any of the employees from these positions will be eligible for the new positions.

How many additional employees are:

	Number	Hourly Average
Production	2	$36,000/year
Administrative	1	$70,000/year
Management	1	$40,000/yr
Professional/ Technical		
Other		
Total/ Average Wage	4	pprox. $45,500/year

How many retained employees are:

	Number	Hourly Average
Production	3	$36,000/year
Administrative	3	$90,000/year
Management	6	$50,000/year
Professional/ Technical	2	$30,000/year
Other	4	$36,000/year
Total/ Average Wage	18	$50,500/year

What is the anticipated time frame for reaching full employment and the salary goals, per SB-1, from completion of improvement?

Year	1 yr	2 yrs	3 yrs	4 yrs	5 yrs	> 5
Employment	4					

Salary	Total: $182,000/year (4 employees)			

IF GREATER THAN FIVE YEARS PROVIDE DETIALED TIMETABLE

Does the company provide benefits to full time employees? Yes X No

If "Yes", explain and list:

Health Insurance	0	% paid
Life insurance	0	% paid
Disability	0	% paid
Childcare	0	% paid
Vacation	17	min. # of days
Retirement	0	% paid
Other	0	% paid

To be completed by GLC Staff.

Is the average wage at or above the Tippecanoe County average? Yes X No

SECTION 7 IMPACTS & STATUS

Please estimate the % of your products or services sold outside this 8-county economic region? 98 %

Does the applicant supply any local firms? Yes No X

If yes, please list:

Will any additional public utilities, city services or other infrastructure be required by this project? Yes No X

If "Yes", explain:

Will any environmental permits be needed? Yes No X

If "Yes", explain:

Current Zoning GB

Will any changes, special exceptions be required? Yes No X

Have they been approved? Yes No N/A X

Has the applicant or any predecessor of the applicant defaulted in any material respect the performance of financial obligations by the applicant? Yes No X

Is there any pending litigation materially affecting the applicant? Yes No X

If "Yes", please describe giving procedural posture of the case(s):

Are there any restrictions contained in the applicant't Articles or Certificate of Incorporation, Charter, Bylaws, Code of Regulations or any agreements to which the applicant is a party that could affect the applicant's ability to engage in this project?	Yes No	 X

If "Yes", explain:

SECTION 8 AFFIRMATION OF TAX PAYMENTS

I affirm that the applicant is current with all local, state, and federal tax obligations and understand that failure to have paid said taxes in a timely manner may render the applicant, during the course of this tax abatement, noncompliant and, therefore, inelligible for tax abatement.

Brittany Whitenack Signature	02 / 13 / 2020 Date
Brittany Whitenack Name Printed	Owner & CEO Title
Brittany@antiquecandleco.com E-mail	765-586-6013 Phone

PRINCIPLES

FOR CONSIDERATION OF PROPERTY TAX ABATEMENT IN LAFAYETTE, INDIANA

These principles are used in determining the guidelines and considerations for each category of project, and will also be used in determining the length of an abatement within each category.

1. Firms receiving tax abatement are expected to give local construction firms and local suppliers of goods and services the opportunity to do business.

2. Existing industry will be considered for tax abatement on the same basis as firms being recruited to the community.

3. Preference will be given to firms that diversify and fill gaps in our local economy rather than those that compete for business in the local economy with existing firms.

4. Products that are sold outside our local community and bring value to the local economy will be given a high priority.

5. Abatement will be used to recruit and assist firms that create a technology based product or service or use advanced technology in manufacturing.

6. Location in the downtown, the urban enterprise zone, or declining area designated as an economic development area will be given a higher priority.

7. Projects that involve retail or are primarily office operations will be considered only in the locations described in #6 above unless the office operations are technology related.

8. The number of jobs created per dollar of investment will be an important consideration for the warehouse distribution and manufacturing areas.

9. The level of wages and benefits will be an important consideration for all applications.

10. Housing will be evaluated in terms of percentage of units available to lower income families, mix of income levels, distance from other projects serving a similar clientele, availability of services, potential displacement of existing housing, and compatibility of design.

11. Projects will not be considered that will require variances or special exceptions unless primary review indicates that no problems will be encountered.

12. Adverse environmental impacts will negatively affect the consideration of abatement.

13. Any need for additional public infrastructure or other additional public support in the project will be considered in determining the length of the abatement.

14. Major development projects will be individually evaluated.

15. The time period of depreciation of equipment will be considered in the length of abatement for equipment.

16. Economic Revitalization Areas (ERAs) designated by the Common Council for new manufacturing equipment will include a Memorandum of Understanding that will provide for the repayment to the City of all or a portion of the tax savings realized through the designation in event that the ERA is terminated because the new manufacturing equipment is removed from the City.

GUIDELINES

FOR CONSIDERATION OF PROPERTY TAX ABATEMENT IN LAFAYETTE, INDIANA

Projects will be considered for abatement only if the proposed investment is at least $250,000 and development has not begun and/or equipment has not been ordered. In addition, if the applicant is not the owner, authorization of the application must be obtained from the owner.

The length of the abatement period for real estate and equipment will be considered by the guidelines in the categories below:

6-10 Years

Real Estate Improvements

Manufacturing

Technology Based

3-6 Years

Equipment and Machinery

Warehouse/Distribution

Office

Retail

1-3 Years

Housing

Redevelopment Commission Guidelines
For
Economic Revitalization Area Designation
City of Lafayette, Indiana

The Lafayette Redevelopment Commission has formulated guidelines for granting requests for designation of an Economic Revitalization Area. Each category has a threshold of acceptance and a benchmark for the number of years of tax abatements. The number of years of tax abatement may be increased or decreased by the Redevelopment Commission and/or the Common Council with the addition of positive or negative factors cited. Final authority rests with the Common Council.

Manufacturing/Commercial

Threshold:

1. Development/redevelopment not begun/Equipment not ordered
2. Commercial only eligible in Central TIF
3. More than $250,000 investment
4. Variances/special exceptions have

Benchmark:

Six (6) years – real estate
Five (5) years – equipment

Positive Factors (increase years of abatement):

1. Located in Central TIF or Urban Enterprise Zone
2. More than one (1) job created/retained per $100,000 investment
3. Jobs are supported by product/service sales outside the Greater Lafayette area
4. Commitment to hire/train residents of the Greater Lafayette area, including for construction
5. Jobs include benefits
6. Jobs pay more than county average

Negative Factors (decrease years of abatement):

1. Location in TIF other than Central TIF
2. Jobs retained but no new jobs created
3. Prior tax abatement received

Retail

Threshold:

1. Project includes more than one (1) tenant
2. Variances/special exceptions have passed initial review
3. Development/redevelopment not begun
4. Investment more than $250,000

Benchmark:

Three (3) years

Factors:

1. Redevelopment (rehab) rather than new development
2. Vacancies (measured in square footage, number of spaces and length of time)
3. Property taxes paid by tenant
4. Decline in assessed value
5. Impact on surrounding area

Multi-family Rental Housing

Threshold:

1. 20% of units dedicated to low and moderate income households
2. Investment of more than $250,000 or increased assessment of at least $50,000
3. Development or redevelopment not yet begun
4. Variances/special exceptions have passed initial review

Benchmark:

Six (6) years

Positive Factors (increase years of abatement):

1. Located in Central TIF or Urban Enterprise Zone
2. More than 40% of the units dedicated to low or moderate income households or more than 20% of units dedicated to low income households

Negative Factors (decrease years of abatement):

1. Located in TIF other than Central TIF
2. Low or moderate income households displaced
3. No units dedicated for low income households
1. Demolition or incompatible alteration of historic structures

SUMMARY OF IMPACT EVALUATIONS

COMMUNITY IMPACTS

Yes/No/N/A		
Yes	1.	Is the project compatible with Tippecanoe County's current comprehensive plan?
Yes	2.	Does the applicant own the property of the project?
No	3.	Will any historic structures be demolished?
Yes	4.	Will any historic structures be redeveloped?
No	5.	Is a change in zoning necessary? From _____to _____
No	6.	Are Variances or Special Exceptions needed?
No	7.	Will any negative environmental impacts or pollution result from the project?
No	8.	Are any environmental permits needed?
No	9.	Will any households be displaced?
No	10.	Will the project have a negative effect on the local housing market?
No	11.	Will the project include rehabilitation or redevelopment of existing structures?
Yes	12.	Will the project have other benefits on the community?
No	13.	Will the project have other negative effects on the community?
No	14.	Has any work begun or any equipment been ordered?
No	15.	Is the project located in Downtown or the LUEZ?
Yes	16.	Are products primarily sold outside community?

EMPLOYMENT IMPACTS

Yes	17.	Will jobs be created or retained? 4 created 18 retained
Yes	18.	Will wages be equal or be above the county's average? $21.63/hr avg
Yes	19.	Will employees receive health insurance? 0% paid by company
Yes	20.	Will employees receive retirement benefits? 0% paid
Yes	21.	Will employees receive life insurance? 0% paid by company
Yes	22.	Will employees receive other benefits? List: Vacation –17 days/yr
N/A	23.	What is the ratio of investment to jobs creation: $287.K:1
Yes	24.	Will construction labor from the local region (Tippecanoe and contiguous counties) be used?
Yes	25.	Will new employees resulting from the project be hired from the local region (Tippecanoe and contiguous counties)?

Yes 26. Does the project include advanced technology or manufacturing processes?

FISCAL IMPACTS

N/A	27.	Will the project be in competition with existing local business?
Yes	28.	Will the project complement existing local businesses?
No	29.	Will new infrastructures, not yet in place, be required for this project?
No	30.	Will the project have other special tax treatments or financing such as grants, low interest loans, etc.
No	31.	Has the applicant ever applied for or benefited from tax abatement in any other project in Lafayette or elsewhere?
Yes	32.	Has financing for this project been approved?

AMERICAN
STRUCTUREPOINT
INC.

9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
TEL 317.547.5580
FAX 317.543.0270

February 14, 2020

Mr. Dennis H. Carson
Director
Economic Development Department
City of Lafayette
515 Columbia Street
Lafayette, IN 47901

Re: 3rd & 4th Street Conversion Study
Lafayette, IN

Dear Mr. Carson:

American Structurepoint, Inc. is excited to provide the following proposal for preliminary planning and design and public engagement services related to the two-way conversion of 3rd and 4th Streets in downtown Lafayette. It is our understanding that the project is to determine the feasibility of converting both streets through downtown from the Alabama Street to Union Street, including considerations for the existing interchange at Union Street. The outcome of this effort will be the basis of final design and engineering of the streets, upon which time a supplemental scope and fee proposal can be prepared. To accomplish this initial effort, we propose the following scope of services.

SCOPE

A. GENERAL

American Structurepoint shall provide engineering services necessary to prepare a feasibility study that addresses the conversion of 3rd and 4th Street in Lafayette, IN to two-way streets. The feasibility study will evaluate 3rd and 4th Streets from the Old U.S. 231 bridges at Union Street south to Alabama Street, approx. 0.6 miles.

B. ROAD FEASIBILITY

American Structurepoint shall evaluate up to two different roadway typical cross sections for 3rd Street and 4th Street that include 10' travel lanes, 7' parking lanes, 4' bike lanes or an 8' cycle track, 4' tree pits, and 4'-6' sidewalks. Each roadway typical section will be evaluated on the basis of:

- Existing right-of-way footprint
- Opinion of Estimated Construction Cost
- Design Vehicle (City-Bus) Turning Movements
- Traffic Analysis RecommendationsPedestrian Mobility
- Potential Utility Impacts

American Structurepoint shall provide up to two preliminary conceptual road and bridge configurations for modifying the Fowler Avenue/Union St./3rd St./4th St. existing configuration. American Structurepoint shall further develop the preliminary conceptual configuration to a final concept and evaluate the final concept on the basis of:

- Opinion of Estimated Construction Cost
- Design Vehicle (City-Bus) Turning Movements
- Traffic Analysis Recommendations
- Pedestrian Mobility
- Potential Utility Impacts
- Potential Right-of-Way Impacts

American Structurepoint will coordinate with the utilities to identify the utility infrastructure within the project limits and the utility owners. The CONSULTANT will make special note of any significant and reimbursable facilities.

C. MEETINGS

American Structurepoint shall, as needed, make arrangements for and attend meetings in cooperation with the Owner, local officials, planning agencies or commissions, and civic organizations for appropriate project coordination with the local stakeholders and the community. American Structurepoint will prepare meeting minutes and letter responses to questions as needed. The following meetings are included in this scope.

1. One Meeting with Owner and Stakeholders to review the draft feasibility study documents
2. Project Steering Committee meetings (2 separate meetings assumed in addition to Stakeholder Meetings)
3. One Public Meeting (assumed to be early in Feasibility Study process)
4. One Public Meeting (assumed to be at the end of the Feasibility Study)
5. One Final Plan meeting with the Owner and project stakeholders

D. TRAFFIC ANALYSIS

The traffic analysis portion of the Conversion Study shall include an analysis of vehicular traffic operations along 3rd Street and along 4th Street from Union Street to Alabama Street. An exhibit

showing the study area intersections is attached. The traffic analysis tasks shall include the following:

1. Perform traffic volume counts on a typical weekday at the following study intersections:
   - Intersection #1 - 3rd Street & Union Street Off-Ramp
   - Intersection #2 - 3rd Street & North Street (includes pedestrian crossings and buses)
   - Intersection #3 - 3rd Street & Ferry Street (12-hour count)
   - Intersection #4 - 3rd Street & Main Street
   - Intersection #5 - 3rd Street & Columbia Street
   - Intersection #6 - 3rd Street & South Street
   - Intersection #7 - 3rd Street & Alabama Street
   - Intersection #8 - 4th Street & Union Street (southbound approach)
   - Intersection #9 - 4th Street & Union Street (northbound approach)
   - Intersection #10 - 4th Street & Ferry Street (12-hour count)
   - Intersection #11 - 4th Street & Main Street
   - Intersection #12 - 4th Street & Columbia Street
   - Intersection #13 - 4th Street & South Street
   - Intersection #14 - 4th Street & Alabama Street

   a. The traffic counts would only include vehicular traffic (passenger cars & heavy vehicles) at each of the study intersections with the exception of Intersection #2 which would also include pedestrian crossing counts and buses.

   b. The hours of the traffic counts would be from 7:00 AM to 9:00 AM and from 4:00 PM to 6:00 PM at each of the study intersections with the exceptions of Intersection #3 and Intersection #10 which would be from 6:00 AM to 6:00 PM (12 hour) in order to assess if the existing traffic signals should be downgraded to stop sign control.

2. Perform a site visit by a traffic engineer to collect existing roadway geometric data for the traffic analysis and to observe existing peak hour traffic operations.

3. Review the City's downtown master plan.

4. Redistribute the existing traffic volumes to each of the study intersections to account for the conversion of the one-way pair street system to two-way traffic for both 3rd Street and 4th Street. The redistribution of traffic will be based on a review of the MPO travel demand model.

5. Perform a vehicle capacity analysis (aka level-of-service analysis) using the Highway Capacity Manual and Synchro software for the identified study intersections, for the typical weekday AM and PM peak hours, and for the following traffic volume scenarios:

    - Scenario 1: Year 2020 Existing Traffic (existing one-way pair system)
    - Scenario 2: Year 2020 Redistributed Traffic (two-way conversion)

        Alternate 2A: 1st improvement option (specifically at Union Street)

6. Alternate 2B: 2nd improvement option (specifically at Union Street) Compare the 12-hour traffic volumes counts (existing & redistributed) to the MUTCD traffic signal warrants to assess if the following intersections should be downgraded to stop sign control:

    - Intersection #3 - 3rd Street & Ferry Street
    - Intersection #10 - 4th Street & Ferry Street

7. Develop a report that summarizes the analysis results with the two-way conversion. The report will include simple exhibits showing the recommended configurations for each of the study intersections.
8. Attend up to three (3) meetings with City staff to obtain study information and to present the study results, including one (1) public involvement meeting

E. DELIVERABLES

Upon completion and final approval of the services by the Owner, American Structurepoint shall deliver to the Owner the following.

Final Feasibility Study Report:

1. Opinions of Estimated Construction Costs for each roadway typical section alternate and the Fowler Avenue/Union St./3rd St./4th St. configuration in Adobe Acrobat® .pdf format (latest version at the time of completion of the study).

2. Final Conceptual Configuration at Fowler Avenue/Union St./3rd St./4th St. in Adobe Acrobat® .pdf format (latest version at the time of completion of the study) and electronic computer-aided design (CAD) files in GIS (State Plane Coordinates, Indiana West Zone, NAD83 projection on CD-ROM. CAD files shall be in AutoCAD 2012 format.

Additional general data shall be issued at the mutual agreement of American Structurepoint and the Owner. American Structurepoint does not authorize or assume liability for any reuse of the documents or digital materials described in this section for any purpose other than this project and the specific use intended, unless adapted by and approved by American Structurepoint.

F. EXCLUDED SERVICES

The following items are excluded from the scope of services if requested by the Owner.

- Additional meetings beyond what is identified in the scope
- Traffic counts and capacity analysis for additional intersections
- Additional analysis scenarios beyond what is identified in the scope
- Additional analysis types such as crash history data or forecasted safety analysis
- Complex micro-simulation models such as 3D vehicle simulations
- Storm water Detention Analysis and/or Design
- Engineering Assessment (including alternatives analysis)
- Extensive storm water quality design (sizing mechanical BMP structure in accordance with INDOT Sample USP "Stormwater Treatment System" is included in Roadway Drainage Improvements, any storm water quality design beyond INDOT Sample USP "Stormwater Treatment System" will be treated as Extensive storm water quality design).
- Landscape and/or Streetscape Design
- Land Acquisition Services (to be provided as an addendum)
- Utility Relocation Design
- Lighting Design
- Noise wall Design
- Retaining Wall Design
- Additional Hydraulic Designs and Analysis
- Bridge Design
- Wetland Mitigation Design
- Tree Mitigation (to be provided as an addendum once tree impacts are determined)

COMPENSATION

Compensation for services rendered will be on a lump-sum basis and will be invoiced monthly on a percent-complete basis.

Road Feasibility Study	$22,740
Traffic Counting	$5,500
Traffic Analysis & Report Writing	$24,500
Project Meetings	$14,600

Urban Planning (MKSK)	$24,700
Total	**$92,040**

Full payment of invoices is due within 30 days from invoice date. If payment is not made within 30 days of the date when the payment is due, we may, at our option, and effective upon the delivery of written notice of our intention to do so, terminate the contract or suspend further performance of our services under the contract, and we shall have no liability for delay or damage that results from the termination of the contract or suspension of services.

Dennis, thank you again for your confident in our abilities at American Structurepoint. We have an experienced and talented staff ready to assist you through all phases to help this project to fruition. The fees for services contained in this proposal are valid for one year form the date of this letter. If this proposal is acceptable, please let us know and we can work towards an agreement acceptable to both parties. We will consider receipt of an executed agreement our notice to proceed.

If you have any questions, please feel free to contact us at (317) 547-5580.

Very truly yours,
American Structurepoint, Inc.

Cash E. Canfield, PE
Executive Vice President

Hardik R. Shah, PE, PTOE
Group Leader

HRS:TSV:aml

Attachments

CITY OF LAFAYETTE, INDIANA

STANDARD TERMS AND CONDITIONS
PROFESSIONAL SERVICE CONTRACTS

1. **Billing**. Services may be billed monthly for the hours and costs expended during that period.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

have been extended, shall in no way operate as a waiver on the part of the City or any of its rights herein.

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

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

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

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

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

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

ADOPTED AND PASSED by the Lafayette Redevelopment Commission this 27th day of February, 2020.

LAFAYETTE REDEVELOPMENT COMMISSION

_____
Jos Holman, President

_____
Jim Terry, Vice President

_____
T.J. Thieme, Secretary

_____
Don Teder

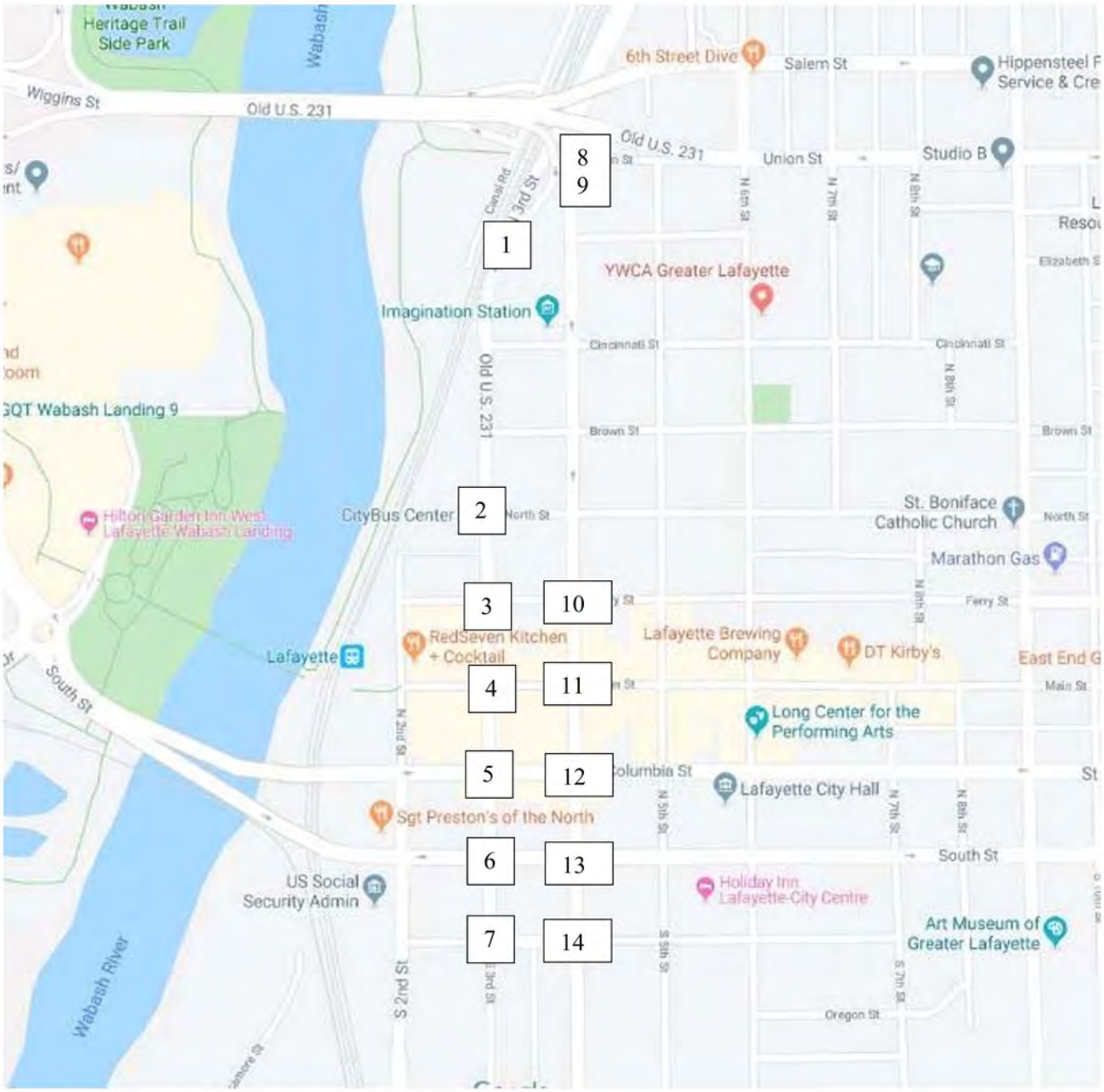
_____
Shelly Henriott

ATTEST:

_____
Dave Moulton

_____
Randy Bond

Study Area Exhibit



DocuSign Envelope ID: 874EE301-AC5D-4539-8288-FCFAFDCDDC02

MKSK
608 Columbia Street
Lafayette, IN 47901

FEBRUARY 7, 2020

Hardik Shah, P.E.
American Structurepoint, Inc.
9025 River Road, Suite 200
Indianapolis, IN 46240
hshah@structurepoint.com

RE: Lafayette 3rd and 4th Street Conversion – Feasibility Study

Dear Hardik,

We're excited to provide you with a scope and fee proposal for preliminary planning and design and public engagement services related to the two-way conversion of 3rd and 4th Streets in downtown Lafayette.

We understand that this scope of this work is to determine the feasibility of converting both streets through downtown from approximately the intersections of Alabama Street on the south and Union Street on the north. MKSK shall assist American Structurepoint in this effort by: (1) engaging the general public and downtown stakeholders to present concepts and solicit feedback, (2) studying the short- and long-term horizon placemaking opportunities, (3) assessing multimodal integration, and (4) examining urban design/development impacts of altered connections on the north and south ends of the project. The outcome of this effort will be the basis of final design and engineering of the streets, upon which time a supplemental scope and fee proposal can be prepared. We propose the following steps to achieve the initial scope:

1. Project Information

The proposal herein is an agreement between American Structurepoint, Inc. ("Client") and MKSK ("Landscape Architect") and is based on the initial project information set forth below. The Client and Landscape Architect agree as follows.

1.1. Project Description: landscape architectural and urban planning services for two downtown streets and their connections.

1.2. Project Location & Boundaries: Third and Fourth Streets, from Alabama Street to Union Street.

1.3. Project Budget: a construction budget for this work has not been established.

1.4. Project Schedule: March 2020 to May 2020.

2. Scope of Basic Services

2.1. Project Steering Committee (PSC) Meetings – three meetings total

The Project Steering Committee is envisioned to include key members of the community. The purpose of this group is to vet ideas and guide planning and design direction. Their ultimate responsibility is to understand, influence and support objectives, recommendations and implementation strategies. Potential members include city representatives, civic leaders, and others as deemed necessary.

2.2. Stakeholder Sessions (SS) – one half-day of meetings, scheduled every hour with different groups

DocuSign Envelope ID: 874EE301-AC5D-4539-8288-FCFAFDCDDC02

MKSK

A number of stakeholders should be integral to the planning process. The interest and advocacy from these individuals and groups will be critical to the ultimate acceptance of this project. Stakeholders could include elected officials, adjacent property and business owners, downtown organizations and associations, bicycle advocacy groups and others. MKSK shall moderate stakeholder sessions to frame discussion and maximize input, establish stakeholder meeting scheduling and calendar invitations, prepare presentation materials, and distribute meeting minutes.

2.3. Public Engagement (PE) – two meetings total

Given the significance of this project and its potential, the general public will be meaningfully engaged to help shape project direction. The format of engagement can be determined as the project unfolds. The first public meeting would focus on orienting the community to the project, discussing the possibilities and asking for feedback. The second meeting would focus on conceptual alternatives. Two (2) MKSK facilitators shall attend each meeting. MKSK shall prepare meeting announcements and prepare presentation materials.

2.4. Conceptual Study

MKSK shall provide conceptual study of the short-term and long-term horizon placemaking opportunities along Third and Fourth Streets, including the allocation of space for different modes of transportation such as vehicles, bicycles, micromobility devices, and parking; areas for gathering; expanded merchant/dining zones; raised streets/speed tables; solutions for CityBus zone; and general streetscape character. MKSK shall also collaborate with American Structurepoint to develop alternatives for how the two-way conversions resolve at both ends of the project with respect to urban design/development impacts. MKSK shall provide one (1) total opinion of probable construction cost associated with project landscape architectural elements.

We will compile all diagrams, studies, and alternatives into a bound document for the purposes of memorializing the design process. We propose a lump-sum fee for the work described above. Fees for the work described herein total $23,500. Reimbursable expenses are estimated at $1,200 and are proposed to be billed in accordance with the Agreement.

Again, we thank you for this opportunity and hope that this proposal meets your expectations. Our team is ready to begin work immediately upon your signed authorization. We are excited and hope to hear back from you soon.

Respectfully Submitted,

Eric Lucas, RLA, ASLA
Principal

DocuSign Envelope ID: 38DBFE2C-B827-40C2-9E24-91968AB8271B

Amendment No. 1

This Amendment, made and entered into this _____ day of _____, 20___, by and between City of Lafayette, acting by and through its proper officials (hereinafter referred to as LPA) and American Structurepoint, Inc., (hereinafter referred to as CONSULTANT).

WHEREAS, on December 20, 2018, LPA entered into a contract with the CONSULTANT for Park East Boulevard South Design, DES No.1700405; and

WHEREAS, the LPA has concurred with CONSULTANT's determination of additional work and has requested the additional services be performed by the CONSULTANT.

NOW THEREFORE, it has been determined by LPA and the CONSULTANT that the contract shall be amended as follows:

1. Appendix A, Section C, Item 3, has been modified to read as follows:

   3. The CONSULTANT shall provide specialized studies required to complete the environmental document including evaluation of potential historic or cultural resources. This shall include a Historic Properties Report, Archaeological Records Check, and an Archaeological Field Reconnaissance as required. The CONSULTANT shall prepare appropriate Section 106 documentation in accordance with the INDOT Cultural Resources Manual. It is anticipated the project will result in a finding of "No Historic Properties Affected." If consultation with INDOT and the State Historic Preservation Officer result in the identification of a resource eligible for listing on the National Register of Historic Places which could resulting in a finding of "No Adverse Effect" or "Adverse Effect," additional services will be required to complete the Section 106 process. These additional services will be considered out of scope, and additional or supplemental services will be required to complete the required consulting parties coordination and/or the preparation of a Memorandum of Agreement. **The CONSULTANT shall conduct or cause to conduct two additional archeological site investigations. All work was and will be conducted in accordance with Section 106, National Historic Preservation Act (NHPA) of 1966, as amended, and CFR Part 800 (Revised January 2001) and Final Rule on Revision of Current Regulations, dated December 12, 2000, and incorporating amendments effective August 5, 2004. Archaeological investigations will be conducted in accordance and compliance with the Secretary of the Interior's "Standards and Guidelines for Archaeology and Historic Preservation" (48 FR 44716), the current version of the Indiana Department of Natural Resources, Division of Historic Preservation and Archaeology's (IDNR, DHPA) "Guidebook: Indiana Historic Sites and Structures Inventory – Archaeological Sites," and recent amendments to the Indiana Historic Preservation Act (IC 14-21-1).**

2. CONSULTANT's total compensation under the Contract is revised from $421,108 to **$426,608**, an increase of $5,500.

DocuSign Envelope ID: 38DBFE2C-B827-40C2-9E24-91968AB8271B

In Witness Whereof, LPA and CONSULTANT have, through duly authorized representatives, entered into this Amendment. The parties having read and understand the foregoing terms of this Amendment do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT:
American Structurepoint, Inc.

Approved
BY:

DocuSigned by:
Nicholas Murphy
A675AC40174B4E5...

Nicholas R. Murphy, Project Manager

LOCAL PUBLIC AGENCY:
LAFAYETTE REDEVELOPMENT COMMISSION

Approved
BY:

Jos Holman, President

Jim Terry, Vice President

T.J. Thieme, Secretary

Don Teder, Commissioner

Shelley Henriott, Commissioner

ATTEST:

Dave Moulton

Randy Bond

HWC
ENGINEERING

Confidence in the built environment.

135 N. Pennsylvania, Suite 2800
Indianapolis, Indiana 46204

www.hwcengineering.com

February 3, 2020

Board of Public Works and Safety
City of Lafayette, City Hall
20 North Sixth Street
Lafayette, IN 47901

RE: Main Street Streetscape PH. 3: Recommendation of Award

Dear Board Members:
Bids were received for the Main Street Streetscape PH. 3 project on January 30, 2020. A total of two contractors provided bids for the project. A complete bid tabulation is attached, and highlight of the base bids are as follows:

- Rieth-Riley Construction Co. $1,706,798.70 (Add Alternate No.1 $16,512.00)
- Milestone Contractors $1,967,000.00 (Add Alternate No.1 $13,053.60)

The apparent low bidder is Rieth-Riley Construction Co., with a base bid of $1,706,798.70 and the amount of $16,512.00 for Add Alternate 1. This alternate expands the scope of work to include a decorative surface system at all crosswalks within the project.
The engineer's estimate for the project was $2,019,057.71 (including Alternate No.1). The low base bid and alternate combined is $295,747.01 dollars under the engineer's estimate, and is within the City's allotted budget for the project.
A telephone call was placed to Conrad Walters, representing Rieth-Riley Construction Co., and he indicated that they are willing to honor the bid and have the capacity to perform the work as specified in the documents. Because the low bid is within budget for the project, the contractor has relevant experience and submitted a responsible bid, we would recommend that the contract with alternate #1 be awarded to Rieth-Riley Construction Co. in the amount of $1,723,310.70.
I have attached a tabulation of the bids for your review. Please contact me if you have any questions.

Sincerely,

Harold Plance III, PE

CC: Brian Pohlar
Attachments: Bid Tabulation

CITY OF LAFAYETTE
MAIN STREET STREETSCAPE - PHASE III

BID TABULATION

Main Street Streetscape Phase III: PAY ITEMS - INDOT									
PAY ITEM:	ITEM NAME:	UNIT	QTY.	Unit Cost	Subtotal	Unit Cost	Rieth Riley	Unit Cost	Milestone
105-06845	CONSTRUCTION ENGINEERING	LS	1	$ 84,471.83	$ 84,471.83	$ 34,000.00	$ 34,000.00	$ 61,000.00	$ 61,000.00
110-01001	MOBILIZATION AND DEMOBILIZATION	LS	1	$ 118,260.56	$ 118,260.56	$ 85,000.00	$ 85,000.00	$ 97,747.00	$ 97,747.00
201-52370	CLEARING RIGHT OF WAY	LS	1	$ 84,471.83	$ 84,471.83	$ 19,235.00	$ 19,235.00	$ 220,700.00	$ 220,700.00
201-02245	TREE, REMOVE	EACH	13	$ 500.00	$ 6,500.00	$ 1,150.00	$ 14,950.00	$ 1,500.00	$ 19,500.00
202-02240	PAVEMENT REMOVAL	SYS	1,880	$ 10.00	$ 18,800.00	$ 4.50	$ 8,460.00	$ 10.00	$ 18,800.00
202-02278	CURB, CONCRETE, REMOVE	LFT	1,704	$ 17.00	$ 28,968.00	$ 14.00	$ 23,856.00	$ 8.00	$ 13,632.00
202-93615	CONCRETE, REMOVE	SYS	125	$ 65.00	$ 8,125.00	$ 30.00	$ 3,750.00	$ 35.00	$ 4,375.00
202-52710	SIDEWALK, CONCRETE, REMOVE	SYS	1,536	$ 23.00	$ 35,328.00	$ 30.00	$ 46,080.00	$ 25.00	$ 38,400.00
202-86946	HANDHOLE, REMOVE	EACH	2	$ 250.00	$ 500.00	$ 400.00	$ 800.00	$ 500.00	$ 1,000.00
202-93763	LIGHT STANDARD AND FOUNDATION, REMOVE	EACH	10	$ 550.00	$ 5,500.00	$ 1,600.00	$ 16,000.00	$ 1,100.00	$ 11,000.00
202-91385	INLET, REMOVE	EACH	2	$ 425.00	$ 850.00	$ 1,200.00	$ 2,400.00	$ 1,000.00	$ 2,000.00
202-96328	FOUNDATION, STREET LIGHT, REMOVE	EACH	10	$ 800.00	$ 8,000.00	$ 600.00	$ 6,000.00	$ 650.00	$ 6,500.00
203-02000	EXCAVATION, COMMON	CYS	1,010	$ 45.00	$ 45,450.00	$ 60.00	$ 60,600.00	$ 35.00	$ 35,350.00
205-06933	TEMPORARY INLET PROTECTION	EACH	24	$ 115.00	$ 2,760.00	$ 270.00	$ 6,480.00	$ 100.00	$ 2,400.00
207-08264	SUBGRADE TREATMENT, TYPE II	SYS	2,075	$ 15.00	$ 31,125.00	$ 22.00	$ 45,650.00	$ 24.00	$ 49,800.00
211-09265	STRUCTURAL BACKFILL, TYPE 2	CYS	475	$ 45.00	$ 21,375.00	$ 60.00	$ 28,500.00	$ 60.00	$ 28,500.00
211-09268	STRUCTURAL BACKFILLE, TYPE 5	CYS	31	$ 150.00	$ 4,650.00	$ 140.00	$ 4,340.00	$ 150.00	$ 4,650.00
303-01180	COMPACTED AGGREGATE, NO. 53	TON	1,510	$ 30.00	$ 45,300.00	$ 38.00	$ 57,380.00	$ 30.00	$ 45,300.00
304-07490	HMA PATCHING, TYPE B	TON	16	$ 160.00	$ 2,560.00	$ 400.00	$ 6,400.00	$ 300.00	$ 4,800.00
306-08034	ASPHALT, REMOVE	SYS	1,876	$ 25.00	$ 46,900.00	$ 5.00	$ 9,380.00	$ 10.00	$ 18,760.00
306-11872	MILLING, PROFILE	SYS	522	$ 5.00	$ 2,610.00	$ 11.00	$ 5,742.00	$ 20.00	$ 10,440.00
402-07434	HMA SURFACE, TYPE C	TON	210	$ 125.00	$ 26,250.00	$ 140.00	$ 29,400.00	$ 120.00	$ 25,200.00
402-07442	HMA BASE, TYPE C	TON	470	$ 110.00	$ 51,700.00	$ 90.00	$ 42,300.00	$ 95.00	$ 44,650.00
406-05520	ASPHALT FOR TACK COAT	TON	2	$ 600.00	$ 1,200.00	$ 100.00	$ 200.00	$ 1.00	$ 2.00
502-11543	PCCP, 4"	SYS	334	$ 45.00	$ 15,030.00	$ 70.00	$ 23,380.00	$ 80.00	$ 26,720.00
502-06627	PCCP, 6"	SYS	47	$ 50.00	$ 2,350.00	$ 115.00	$ 5,405.00	$ 83.00	$ 3,901.00
604-06070	SIDEWALK, CONCRETE	SYS	1,233	$ 124.00	$ 152,892.00	$ 80.00	$ 98,640.00	$ 95.00	$ 117,135.00
604-08086	CURB RAMP, CONCRETE	SYS	143	$ 150.00	$ 21,450.00	$ 225.00	$ 32,175.00	$ 235.00	$ 33,605.00
604-12083	DETECTABLE WARNING SURFACE	SYS	34	$ 225.00	$ 7,650.00	$ 175.00	$ 5,950.00	$ 300.00	$ 10,200.00
604-44251	CONCRETE, STEPS	CYS	4	$ 1,200.00	$ 4,800.00	$ 1,400.00	$ 5,600.00	$ 4,000.00	$ 16,000.00
605-06140	CURB AND GUTTER, CONCRETE	LFT	1,777	$ 40.00	$ 71,080.00	$ 39.00	$ 69,303.00	$ 40.00	$ 71,080.00
605-96305	CURB AND GUTTER, CONCRETE, DEPRESSED	LFT	104	$ 40.00	$ 4,160.00	$ 39.00	$ 4,056.00	$ 40.00	$ 4,160.00
610-08446-1	PCCP FOR APPROACHES, 6 IN (ALLEYS)	SYS	77	$ 75.00	$ 5,775.00	$ 135.00	$ 10,395.00	$ 115.00	$ 8,855.00
610-08446-2	PCCP FOR APPROACHES, 9 IN (DRIVES, SIDEWALK AT DEPRESSED CURB LOCATIONS)	SYS	166	$ 75.00	$ 12,450.00	$ 140.00	$ 23,240.00	$ 100.00	$ 16,600.00
621-98038	MULCH HARDWOOD	CYS	10	$ 90.00	$ 900.00	$ 90.00	$ 900.00	$ 90.00	$ 900.00
622-05616	PLANT, CONIF. EVRG., PRST., BRD. SPRD, SEMISPRD., OVER 18 TO 24 IN	EACH	31	$ 48.00	$ 1,488.00	$ 70.00	$ 2,170.00	$ 70.00	$ 2,170.00
622-05651	PLANT, DECIDUOUS TREE, SINGLE STEM, OVER 2.5 TO 3.5 IN	EACH	26	$ 900.00	$ 23,400.00	$ 480.00	$ 12,480.00	$ 480.00	$ 12,480.00
622-05654	PLANT, PERENNIAL	EACH	119	$ 15.00	$ 1,785.00	$ 21.00	$ 2,499.00	$ 21.00	$ 2,499.00
622-93712	PLANT, BULBS	EACH	197	$ 2.50	$ 492.50	$ 4.25	$ 837.25	$ 5.00	$ 985.00
702-03607	CORED HOLE IN CONCRETE	EACH	1	$ 250.00	$ 250.00	$ 550.00	$ 550.00	$ 400.00	$ 400.00
702-90915	CONCRETE, CLASS A	CYS	5	$ 600.00	$ 3,000.00	$ 850.00	$ 4,250.00	$ 130.00	$ 650.00
703-06028	REINFORCING BARS, AT CMU WALL	LBS	107	$ 12.00	$ 1,284.00	$ 0.75	$ 80.25	$ 4.00	$ 428.00
715-05048	PIPE, TYPE 4 CIRCULAR 6 IN	LFT	1,576	$ 5.00	$ 7,880.00	$ 23.00	$ 36,248.00	$ 20.00	$ 31,520.00
715-05149	PIPE, TYPE 2 CIRCULAR 12 IN	LFT	463	$ 35.00	$ 16,205.00	$ 85.00	$ 39,355.00	$ 80.00	$ 37,040.00

CITY OF LAFAYETTE

MAIN STREET STREETSCAPE - PHASE III

BID TABULATION

715-05151	PIPE, TYPE 2 CIRCULAR 15 IN	LFT	132	$	45.00	$	5,940.00	$	100.00	$	13,200.00	$	90.00	$	11,880.00
715-05154	PIPE, TYPE 2 CIRCULAR 24 IN	LFT	105	$	65.00	$	6,825.00	$	125.00	$	13,125.00	$	130.00	$	13,650.00
PAY ITEM:	**ITEM NAME:**	**UNIT**	**QTY.**		**Unit Cost**		**Subtotal**		**Unit Cost**		**Rieth Riley**		**Unit Cost**		**Milestone**
715-09064	VIDEO INSPECTION FOR PIPE	LFT	700	$	4.00	$	2,800.00	$	7.00	$	4,900.00	$	4.00	$	2,800.00
718-52610	AGGREGATE FOR UNDERDRAINS	CYS	170	$	35.00	$	5,950.00	$	45.00	$	7,650.00	$	55.00	$	9,350.00
718-99153	GEOTEXTILES FOR UNDERDRAIN	SYS	1,520	$	1.25	$	1,900.00	$	0.01	$	15.20	$	1.00	$	1,520.00
720-44000-1	CASTING, ADJUST TO GRADE, WATER	EACH	11	$	400.00	$	4,400.00	$	450.00	$	4,950.00	$	600.00	$	6,600.00
720-44000-2	CASTING, ADJUST TO GRADE, GAS	EACH	11	$	400.00	$	4,400.00	$	450.00	$	4,950.00	$	600.00	$	6,600.00
720-45045	INLET, J10	EACH	5	$	2,100.00	$	10,500.00	$	3,500.00	$	17,500.00	$	3,400.00	$	17,000.00
720-45205	CATCH BASIN A2	EACH	2	$	2,100.00	$	4,200.00	$	4,500.00	$	9,000.00	$	3,900.00	$	7,800.00
720-45250	CATCH BASIN K10	EACH	6	$	2,100.00	$	12,600.00	$	4,000.00	$	24,000.00	$	4,700.00	$	28,200.00
720-45410	MANHOLE, C4	EACH	6	$	2,400.00	$	14,400.00	$	4,000.00	$	24,000.00	$	3,200.00	$	19,200.00
720-98687	CATCH BASIN M10	EACH	1	$	2,100.00	$	2,100.00	$	4,250.00	$	4,250.00	$	4,400.00	$	4,400.00
732-11810	MODULAR BLOCK WALL, CMU WALL, 8 IN.	SFT	104	$	40.00	$	4,160.00	$	8.00	$	832.00	$	50.00	$	5,200.00
732-11811	MODULAR BLOCK WALL ERECTION, CMU WALL, 8 IN.	SFT	104	$	25.00	$	2,600.00	$	135.00	$	14,040.00	$	30.00	$	3,120.00
801-06775	MAINTAINING TRAFFIC	LSUM	1	$	230,884.00	$	230,884.00	$	33,000.00	$	33,000.00	$	30,000.00	$	30,000.00
802-07060	SIGN, SHEET, RELOCATE	EACH	12	$	550.00	$	6,600.00	$	400.00	$	4,800.00	$	420.00	$	5,040.00
805-11813	2" CONDUIT	LFT	1,300	$	11.30	$	14,690.00	$	11.00	$	14,300.00	$	12.00	$	15,600.00
805-03968	1-1/4" CONDUIT	LFT	4,600	$	10.00	$	46,000.00	$	8.50	$	39,100.00	$	9.00	$	41,400.00
805-03968	1" CONDUIT	LFT	200	$	9.00	$	1,800.00	$	8.00	$	1,600.00	$	9.00	$	1,800.00
807-02934	LIGHTING FOUNDATION, CONCRETE, WITH GROUNDING, 36IN X 36IN X 96IN	EACH	13	$	1,200.00	$	15,600.00	$	2,500.00	$	32,500.00	$	2,600.00	$	33,800.00
807-03738	LIGHT POLES, INSTALL	EACH	14	$	750.00	$	10,500.00	$	1,000.00	$	14,000.00	$	1,050.00	$	14,700.00
807-04671	RECEPTACLES, FABRICATE AND INSTALL	EACH	19	$	1,800.00	$	34,200.00	$	675.00	$	12,825.00	$	700.00	$	13,300.00
807-78590-A	HANDHOLES 12X12	EACH	13	$	2,600.00	$	33,800.00	$	1,300.00	$	16,900.00	$	1,350.00	$	17,550.00
807-78590-B	HANDHOLES 24X24	EACH	2	$	14,000.00	$	28,000.00	$	2,200.00	$	4,400.00	$	2,300.00	$	4,600.00
807-86843	#3/0 WIRING	LFT	110	$	4.00	$	440.00	$	7.50	$	825.00	$	8.00	$	880.00
807-86843	#4 WIRING	LFT	3,500	$	4.00	$	14,000.00	$	3.20	$	11,200.00	$	3.50	$	12,250.00
807-11712	#6 WIRING	LFT	2,750	$	4.00	$	11,000.00	$	2.80	$	7,700.00	$	3.00	$	8,250.00
807-95888	#8 WIRING	LFT	6,500	$	3.90	$	25,350.00	$	2.60	$	16,900.00	$	3.00	$	19,500.00
807-95889	#10 WIRING	LFT	4,250	$	2.40	$	10,200.00	$	2.40	$	10,200.00	$	3.00	$	12,750.00
807-95889	#12 WIRING	LFT	2,500	$	3.40	$	8,500.00	$	2.20	$	5,500.00	$	2.50	$	6,250.00
808-06609	PAVEMENT STRIPING	LSUM	1	$	5,000.00	$	5,000.00	$	21,850.00	$	21,850.00	$	12,850.00	$	12,850.00

CITY OF LAFAYETTE

MAIN STREET STREETSCAPE - PHASE III

BID TABULATION

PAY ITEMS - OTHER									
PAY ITEM:	ITEM NAME:	UNIT	QTY.	Unit Cost	Subtotal	Unit Cost	Rieth Riley	Unit Cost	Milestone
01	BOLLARD, REMOVE	EACH	12	$ 200.00	$ 2,400.00	$ 14.00	$ 168.00	$ 200.00	$ 2,400.00
02	BOLLARD POST, ALLEY, FABRICATE AND INSTALL	EACH	6	$ 800.00	$ 4,800.00	$ 850.00	$ 5,100.00	$ 750.00	$ 4,500.00
03	PEA GRAVEL, STONE	CYS	5	$ 40.00	$ 200.00	$ 375.00	$ 1,875.00	$ 500.00	$ 2,500.00
04	TREE GRATE, INSTALL	EACH	19	$ 600.00	$ 11,400.00	$ 175.00	$ 3,325.00	$ 450.00	$ 8,550.00
05	BIKE RACK, FABRICATE AND INSTALL	EACH	8	$ 1,310.00	$ 10,480.00	$ 1,600.00	$ 12,800.00	$ 750.00	$ 6,000.00
06	TREE GUARD, INSTALL	LSUM	1	$ 2,500.00	$ 2,500.00	$ 3,100.00	$ 3,100.00	$ 2,200.00	$ 2,200.00
07	PLANTER FENCE, FABRICATE AND INSTALL	LFT	87	$ 90.00	$ 7,830.00	$ 200.00	$ 17,400.00	$ 255.00	$ 22,185.00
08	DECORATIVE FENCE, FABRICATE AND INSTALL	LFT	64	$ 150.00	$ 9,600.00	$ 51.00	$ 3,264.00	$ 250.00	$ 16,000.00
09	METAL SCREEN WALL AND GATES, FABRICATE AND INSTALL	LSUM	1	$ 18,500.00	$ 18,500.00	$ 12,000.00	$ 12,000.00	$ 12,000.00	$ 12,000.00
10	ALUMINUM HANDRAIL	LFT	24	$ 140.00	$ 3,360.00	$ 265.00	$ 6,360.00	$ 175.00	$ 4,200.00
11	STOP SIGN, DECORATIVE	EACH	7	$ 1,500.00	$ 10,500.00	$ 1,250.00	$ 8,750.00	$ 1,300.00	$ 9,100.00
12	SIGN POST	LFT	92	$ 60.00	$ 5,520.00	$ 60.00	$ 5,520.00	$ 65.00	$ 5,980.00
13	STRUCTURAL WORK, LIMESTONE AT 10TH AND MAIN	LSUM	1	$ 25,000.00	$ 25,000.00	$ 6,000.00	$ 6,000.00	$ 30,000.00	$ 30,000.00
14	CU-STRUCTURAL SOIL	CYS	114	$ 200.00	$ 22,800.00	$ 240.00	$ 27,360.00	$ 250.00	$ 28,500.00
15	PLANTING SOIL	CYS	121	$ 180.00	$ 21,780.00	$ 210.00	$ 25,410.00	$ 135.00	$ 16,335.00
16	SOD	SYS	290	$ 3.00	$ 870.00	$ 23.00	$ 6,670.00	$ 13.00	$ 3,770.00
17	SIDEWALK PROTECTION, TRIPSTOP	LFT	334	$ 20.00	$ 6,680.00	$ 14.00	$ 4,676.00	$ 35.00	$ 11,690.00
18	TREE PROTECTION FENCE	LFT	343	$ 2.00	$ 686.00	$ 9.00	$ 3,087.00	$ 9.00	$ 3,087.00
19	ROOT PRUNING	LFT	245	$ 4.00	$ 980.00	$ 1.00	$ 245.00	$ 1.00	$ 245.00
21	PAVERS, RUNNING BOND, HERRINGBONE, (INCL. 5%)	SFT	3,153	$ 16.00	$ 50,448.00	$ 20.00	$ 63,060.00	$ 20.00	$ 63,060.00
22	PAVERS, VEHICULAR (INCL. 5%)	SFT	420	$ 20.00	$ 8,400.00	$ 22.00	$ 9,240.00	$ 22.00	$ 9,240.00
23	PAVERS, RESET	SYS	26	$ 38.00	$ 988.00	$ 160.00	$ 4,160.00	$ 159.00	$ 4,134.00
24	PANELBOARD, INSTALL	EACH	1	$ 6,500.00	$ 6,500.00	$ 6,000.00	$ 6,000.00	$ 10,000.00	$ 10,000.00
25	ELECTRICAL RACK, INSTALL	EACH	1	$ 2,600.00	$ 2,600.00	$ 1,500.00	$ 1,500.00	$ 2,000.00	$ 2,000.00
26	LIGHTING CONTRACTOR & PHOTOCELL, INSTALL	EACH	1	$ 3,700.00	$ 3,700.00	$ 1,200.00	$ 1,200.00	$ 1,500.00	$ 1,500.00
27	ELECTRICAL CONDUIT TRENCH	LFT	3,000	$ 7.00	$ 21,000.00	$ 8.00	$ 24,000.00	$ 10.00	$ 30,000.00
28	DIRECTIONAL BORING	LFT	150	$ 45.00	$ 6,750.00	$ 50.00	$ 7,500.00	$ 60.00	$ 9,000.00
29	HYDRANT, NEW	LSUM	1	$ 15,000.00	$ 15,000.00	$ 6,000.00	$ 6,000.00	$ 10,000.00	$ 10,000.00
31	WATER MAIN CONNECTION	LFT	54	$ 50.00	$ 2,700.00	$ 300.00	$ 16,200.00	$ 150.00	$ 8,100.00
32	CONCRETE RESTRAINT EDGE, 7" DEPTH	SYS	155	$ 150.00	$ 23,250.00	$ 250.00	$ 38,750.00	$ 145.00	$ 22,475.00
33	DECORATIVE CROSSWALK - TRAFFIC PATTERNS, BRICK WITH 6" TRANSVERSE LINE	SFT	1,351	$ 28.00	$ 37,828.00	$ 25.00	$ 33,775.00	$ 25.00	$ 33,775.00
37	CONCRETE WALL, 12" WIDE	CYD	5	$ 1,200.00	$ 6,000.00	$ 975.00	$ 4,875.00	$ 1,300.00	$ 6,500.00
38	LIMESTONE PAVERS (STRUCTURAL WORK)	SFT	100	$ 25.00	$ 2,500.00	$ 50.00	$ 5,000.00	$ 69.00	$ 6,900.00
39	ROOF DRAIN	EACH	4	$ 1,500.00	$ 6,000.00	$ 2,000.00	$ 8,000.00	$ 600.00	$ 2,400.00
				SUBTOTAL	$ 1,974,865.71		$ 1,706,798.70		$ 1,967,000.00
ALTERNATE #1 (ADD\DEDUCT) CROSSWALK SURFACE SYSTEM									
33 (DEDUCT	DECORATIVE CROSSWALK - TRAFFIC PATTERNS, BRICK WITH 6" TRANSVERSE LINE	SFT	896	$ (28.00)	$ (25,088.00)	$ (25.00)	$ (22,400.00)	$ (25.00)	$ (22,400.00)
34 (ADD)	DECORATIVE CROSSWALK - DECOMARK, FLEUR DE LIS LOGO	EA	4	$ 5,000.00	$ 20,000.00	$ 2,000.00	$ 8,000.00	$ 1,785.00	$ 7,140.00
35 (ADD)	DECORATIVE CROSSWALK - TRAFFIC PATTERNS, FLEUR DE LIS WITH 6" TRANSVER	SFT	896	$ 55.00	$ 49,280.00	$ 34.50	$ 30,912.00	$ 31.60	$ 28,313.60
				SUBTOTAL	$ 44,192.00		$ 16,512.00		$ 13,053.60
				TOTAL	$ 2,019,057.71		$ 1,723,310.70		$ 1,980,053.60

Notice of Award

Date: February 27, 2020

Project: **Main Street Streetscape-Phase 3**	
Owner: **City of Lafayette, Indiana**	Owner's Contract No.: N/A
Contract: **Main Street Streetscape-Phase 3**	Engineer's Project No.: 2017-258
Bidder: **Rieth-Riley Construction Co., Inc.**	
Bidder's Address: **3425 O'Farrel Road, Lafayette, Indiana 47905**	

You are notified that your Bid dated January 30, 2020 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Main Street Streetscape-Phase 3– Base Bid and Alternate 1.

The Contract Price of your Contract is one million seven hundred twenty-three thousand three hundred ten and 70/100 Dollars ($1,723,310.70).

3 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award, or has been transmitted or made available to Bidder electronically.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [3] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract performance bond and insurance certificates as specified in the Project Manual.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Lafayette
Owner

By:_____
Authorized Signature

Jos Holman
President, Redevelopment Commission

Copy to Engineer

ADOPTED AND PASSED by the Lafayette Redevelopment Commission this 27th day of February , 2020.

LAFAYETTE REDEVELOPMENT COMMISSION

_____
Jos Holman, President

_____
Jim Terry, Vice President

_____
T.J. Thieme, Secretary

_____
Don Teder

_____
Shelly Henriott

ATTEST:

_____
Dave Moulton

_____
Randy Bond

CONTRACT

THIS CONTRACT, made the 27th day of February, 2020, by and between Rieth-Riley Construction Co., Inc., hereinafter called the "Contractor", and the City of Lafayette, a municipal corporation, hereinafter call the "Owner", WITNESSETH, that the Contractor and the Owner, for the consideration stated herein, agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, equipment, and all utility and transportation services required to perform and complete in a workmanlike manner the construction of:

Main Street Streetscape – Phase 3

for the Owner, all in strict accordance with the Bid Documents which include Drawings and Specifications, including any and all addenda, prepared by City of Lafayette, which Drawings and Specifications are made a part of this Contract, and in strict compliance with the Contractor's proposal and the other Bid Documents herein mentioned which are a part of this Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

ARTICLE II. THE CONTRACT PRICE. The Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, in current funds, the contract price

Of one million seven hundred twenty-three thousand three hundred ten and 70/100 Dollars ($ 1,723,310.70). Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT. This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached:

1. Construction Contract
2. Contractor's Proposal
3. Bidder Requirements
4. Specifications (including Addenda)
5. General Conditions
6. Map and Photographs

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

ARTICLE IV. GUARANTEE. The Contractor hereby agrees to protect the Owner against imperfections in materials, equipment and workmanship, which may be or which may become apparent during the period of construction or erection, or which may develop within a period of one (1) year subsequent to the date of final acceptance by the Owner and the Contractor shall, at his own expense,

remove and replace in whole or in part any such work, materials, or equipment which may prove defective or unsuitable for the service performed or to be performed and/or which may show unreasonable deterioration within said period, upon the written demand and to the full satisfaction of the Owner.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in 3 original counterparts the day and year first above written.

Contractor

By Brian Garrett

Title Area Manager

(SEAL) State of Indiana
County of _____

Attest:

_____
Notary Public
My Commission Expires: _____

Signed:

_____
Jos Holman Redevelopment Commission President

Signed:

_____
Jim Terry Redevelopment Commission Vice-President

Signed:

_____
T.J. Thieme Redevelopment Commission

Signed:

_____
Don Teder Redevelopment Commission

Signed:

_____
Shelly Henriott Redevelopment Commission

Attest:

_____

Notice to Proceed

Date: February 27, 2020

Project: **Main Street Streetscape-Phase 3**	
Owner: **City of Lafayette, Indiana**	Owner: **City of Lafayette, Indiana**
Contract: **Main Street Streetscape-Phase 3**	Contract: **Main Street Streetscape-Phase 3**
Bidder: **Rieth-Riley Construction Co., Inc.**	
Bidder's Address: **3425 O'Farrel Road, Lafayette, Indiana 47905**	

TO CONTRACTOR:

You are hereby notified that the Contract Times under the above Contract will commence to run on February 27, 2020.

On that date, Contractor shall start performing your obligations under the Contract Documents. No work shall be done on site prior to such date. In accordance with the Agreement, the date of readiness for final payment is December 1, 2020.

Before starting any Work at the Site, Contractor must comply with the requirements of the Contract Documents.

Signed: _____
Jos Holman
Redevelopment Commission-President

Signed: _____
Jim Terry
Redevelopment Commission-Vice President

Signed: _____
T.J. Thieme
Redevelopment Commission

Signed: _____
Don Teder
Redevelopment Commission

Signed: _____
Shelly Henriott
Redevelopment Commission

ATTEST:

_____

Acceptance of Notice:

Receipt of the above Notice to Proceed is hereby acknowledged by:

_____
CONTRACTOR

2/19/2020
DATE

Copy to Engineer

TBIRD
Design Services Corporation
Engineering • Surveying • Environmental • Construction Management

February 21, 2020

Mr. Dennis Carson
Director of Economic Development
City of Lafayette
20 North 6th Street
Lafayette, IN 47901

Re: City of Lafayette – Streetscape VI – 2020 Re/Bid Tabulation Recommendation

Mr. Carson,

We have reviewed the Re/Bids of Streetscape VI – 2020, submitted by Milestone Contractors and Reith Riley Construction. Milestone Contractors are the apparent low bidder and all required forms and documentation appear to have been provided and submitted as prescribed in the contract documents. Based on the current construction work climate TBIRD Design Services recommends that the bid be awarded to Milestone Contractors.

Bids Submitted 1/30/2020

Milestone Contractors	$ 1,234,048.40
Reith Riley Construction	$ 1,522,627.00

Respectfully,

Jon Munn
TBIRD Design Services
Project Manager

Attachments:

1. Notice of Award
2. Notice to Proceed
3. Contract Agreement [EJCDC C-520]
    a. Bid Form as submitted [EJCDC C-410]
    b. Performance Bond
    c. Payment Bond
    d. Proof of Insurance

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

NOTICE OF AWARD

Date of Issuance: 2/5/2020

Owner:	City of Lafayette	Owner's Contract No.:	
Engineer:	TBIRD Design Services	Engineer's Project No.:	19005
Project:	Streetscape Phase VI	Contract Name:	Streetscape Phase VI
Bidder:	Milestone Contractors		
Bidder's Address:	3301 South CR 460 East Lafayette, IN 47905		

TO BIDDER:

You are notified that Owner has accepted your Bid dated 1/30/2020 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: $ 1,234,048.40

The Contract Price of the awarded Contract is: $ 1,234,048.40 *[subject to unit prices]*

Within ten days Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

Authorized Signature

By:

Title:

Copy: Engineer

ADOPTED AND PASSED by the Lafayette Redevelopment Commission this 27th day of February, 2020.

LAFAYETTE REDEVELOPMENT COMMISSION

_____
Jos Holman, President

_____
Jim Terry, Vice President

_____
T.J. Thieme, Secretary

_____
Don Teder, Commissioner

_____
Shelly Henriott, Commissioner

ATTEST:

_____
Dave Moulton

_____
Randy Bond

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Lafayette ("Owner") and Milestone Contractors, L.P. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

The purpose of this project is to replace sidewalks, curbs, and gutters along the southside of Columbia Street, between 2nd and 3rd Street; to reconstruct the full width of 3rd Street including pavements, curbs, gutters and sidewalks, between Columbia and South Street; to improve accessibility along pedestrian corridors; to install new decorative brick pavers; to replace existing and install new trees; to install new accessible curb ramps; to adjust existing and install new storm sewer structures and pipe; to install new street lighting, electric services and circuits; to replace or resurface existing pavements; and to perform any other miscellaneous work pertaining to the project.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by TBIRD Design Services Corporation (TBIRD).

3.02 The Owner has retained TBIRD ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates and Days*

A. The Work will be substantially completed on or before the earlier of November 25, 2020 or 120 calendar days from start of construction activities, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the earlier of December 17, 2020 or 30 calendar days after substantial completion. Substantial Completion will include placement of all curb, sidewalk, and asphalt material including

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

surface along Columbia Street and Third Street, such that Columbia and Third Street are fully re-open to final traffic condition and all sidewalks are open for their intended use.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $1000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $1000 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the **15th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

   a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

   b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 7, inclusive).
2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to 3, inclusive).
4. General Conditions (pages 1 to 65, inclusive).
5. Supplementary Conditions (pages 1 to 8, inclusive).
6. Special Provisions (pages 1 to 19, inclusive)
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings (not attached but incorporated by reference) consisting of the Drawings listed on the attached sheet index.
9. Addenda (numbers 1 to 2, inclusive).
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

    a. Notice to Proceed.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

b. Work Change Directives.

c. Change Orders.

d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 02/27/2020 (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
_____	Milestone Contractors, L.P.
By: _____	By: Mark A. Nagle
Title: _____	Title: Director of Estimating
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: Thomasina L. Nelson
Title: _____	Title: Estimating Support
Address for giving notices:	Address for giving notices:
_____	3301 S. 460 E., Lafayette, IN 47905
_____	_____
_____	_____
	License No.: Federal Tax ID 35-1917625 *(where applicable)*

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ADOPTED AND PASSED by the Lafayette Redevelopment Commission this 27th day of February, 2020.

LAFAYETTE REDEVELOPMENT COMMISSION

_____
Jos Holman, President

_____
Jim Terry, Vice President

_____
T.J. Thieme, Secretary

_____
Don Teder

_____
Shelly Henriott

ATTEST:

_____
Dave Moulton

_____
Randy Bond

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Lafayette
Office of the City Clerk
City Hall
20 North 6th Street
Lafayette, IN 47901

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date
#1	1/14/2020
#2	1/23/2020

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID					
ITEM #	DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
1	CONSTRUCTION ENGINEERING	LS	1	$50,000.00	$50,000.00
2	MOBILIZATION AND DEMOBILIZATION	LS	1	$89,000.00	$89,000.00
3	CLEARING RIGHT OF WAY	LS	1	$30,000.00	$30,000.00
4	PAVEMENT REMOVAL	SYS	1395	$25.00	$34,875.00
5	CURB, CONCRETE, REMOVE	LFT	865	$14.00	$12,110.00
6	SIDEWALK, CONCRETE, REMOVE	SYS	884	$30.00	$26,520.00
7	RAILING, REMOVE	LFT	5	$165.00	$825.00
8	CONCRETE STEPS, REMOVE, 12 NORTH 3RD STREET	LSUM	1	$5,000.00	$5,000.00
9	CONCRETE STEPS, REMOVE, 10 NORTH 3RD STREET	LSUM	1	$5,000.00	$5,000.00
10	CONCRETE FOUNDATION, REMOVE	EACH	2	$1,100.00	$2,200.00
11	FOUNDATION, STREET LIGHT, REMOVE	EACH	2	$1,100.00	$2,200.00
12	HANDHOLE, REMOVE	EACH	1	$900.00	$900.00
13	INLET, REMOVE	EACH	2	$600.00	$1,200.00
14	PIPE, REMOVE	LFT	65	$26.00	$1,690.00
15	EXCAVATION, COMMON	LSUM	1	$35,000.00	$35,000.00
16	SIGNAL POLE, PEDESTAL, REMOVE AND SALVAGE	EACH	1	$900.00	$900.00
17	COARSE AGGREGATE, NO. 8	TON	230	$65.00	$14,950.00
18	MILLING ASPHALT, 1-1/2 INCH	SYS	255	$21.00	$5,355.00
19	QC/QA HMA 3, 70, SURFACE 9.5 MM	TON	120	$180.00	$21,600.00
20	QC/QA HMA 3, 70, INTERMEDIATE 19.0 MM	TON	270	$140.00	$37,800.00
21	QC/QA HMA 4, 76, BASE OG 19.0 MM	TON	280	$160.00	$44,800.00
22	COMPACTED AGGREGATE, NO. 53	TON	270	$50.00	$13,500.00

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

23	SUGRADE TREATMENT TYPE III	SYS	1185	$4.00	$4,740.00
24	ASPHALT FOR TACK COAT	TON	0.4	$1.00	$.40
25	HMA PATCHING, TYPE C	TON	5	$500.00	$2,500.00
26	PCCP PATCHING, FULL DEPTH	SYS	50	$200.00	$10,000.00
27	RAILING, ORNAMENTAL	LFT	50	$200.00	$10,000.00
28	BRICK PAVERS	SYS	163	$290.00	$47,270.00
29	CONCRETE, 7-1/4 INCH EDGE BAND, PLAIN	SYS	90	$165.00	$14,850.00
30	SIDEWALK, CONCRETE	SYS	564	$95.00	$53,580.00
31	CURB RAMP, CONCRETE	SYS	119	$175.00	$20,825.00
32	STEPS, CONCRETE	CYS	12	$3,600.00	$43,200.00
33	CURB, CONCRETE	LFT	100	$40.00	$4,000.00
34	CURB AND GUTTER, COMBINED, TYPE II	LFT	890	$49.00	$43,610.00
35	PCCP FOR APPROACHES, 6 IN	SYS	85	$150.00	$12,750.00
36	BICYCLE RACK, INSTALL	EACH	6	$175.00	$1,050.00
37	STRUCTURAL SOIL MIXES, TYPE CU	CYS	130	$580.00	$75,400.00
38	TREE GRATE, 3FT X 5FT CHINOOK, INSTALL	EACH	22	$590.00	$12,980.00
39	MASONRY WALL	SYS	25	$650.00	$16,250.00
40	PLANT, DECIDUOUS TREE, SINGLE STEM, OVER 2 TO 2.5 IN	EACH	22	$550.00	$12,100.00
41	PIPE, CIRCULAR, 18 IN, REINFORCED CONCRETY, TYPE IV	LFT	75	$150.00	$11,250.00
42	PIPE, TYPE 4, CIRCULAR, 6 IN	LFT	485	$26.00	$12,610.00
43	MANHOLE	EACH	1	$33,000.00	$33,000.00
44	CURB INLET	EACH	5	$5,000.00	$25,000.00
45	CASTING, ADJUST TO GRADE	EACH	7	$500.00	$3,500.00
46	CASTING, FURNISH, ADJUST TO GRADE	EACH	2	$1,100.00	$2,200.00
47	CLEANOUT, FURNISH AND INSTALL CASTING, ADJUST TO GRADE	EACH	1	$1,200.00	$1,200.00

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

48	CLEANOUT, ADJUST TO GRADE	EACH	3	$500.00	$1,500.00
49	HANDHOLE, ADJUST TO GRADE	EACH	4	$900.00	$3,600.00
50	VALVE, ADJUST TO GRADE	EACH	3	$600.00	$1,800.00
51	POST INDICATOR VALVE	EACH	1	$4,500.00	$4,500.00
52	MAINTAINING TRAFFIC	LS	1	$80,000.00	$80,000.00
53	TEMPORARY TRAFFIC BARRIER, TYPE 1	LFT	830	$69.60	$57,768.00
54	SIGN, SHEET, REMOVE AND SALVAGE	EACH	2	$300.00	$600.00
55	SIGN POST, SQUARE, TYPE 1, REINFORCED ANCHOR BASE	LFT	100	$16.00	$1,600.00
56	SIGN POST, REMOVE AND SALVAGE	EACH	6	$400.00	$2,400.00
57	SIGN, SHEET, RELOCATE	EACH	8	$400.00	$3,200.00
58	SIGN, SHEET, WITH LEGEND 0.080"	EACH	2	$400.00	$800.00
59	SIGN, SHEET, WITH LEGEND 0.80", CUSTOM PARKING	EACH	6	$400.00	$2,400.00
60	SIGN ASSEMBLY, RELOCATE	EACH	2	$400.00	$800.00
61	CLEAN AND PAINT PEDESTRIAN SIGNAL HEAD HOUSING	EACH	6	$1,600.00	$9,600.00
62	CLEAN AND PAINT SIGNAL POLE EQUIPMENT	EACH	2	$9,800.00	$19,600.00
63	SIGN PEDESTAL FOUNDATION, MODIFIED TYPE A	EACH	1	$3,200.00	$3,200.00
64	ORNAMENTAL SIGNAL POLE, PEDESTAL, 10 FT, INSTALL	EACH	1	$1,600.00	$1,600.00
65	LUMINAIRE, ORNAMENTAL	EACH	7	$4,200.00	$29,400.00
66	HANDHOLE, TYPE II	EACH	7	$1,650.00	$11,550.00
67	PAVEMENT MESSAGE MARKING, PREFORMED PLASTIC, (HANDICAP) SYMBOL	EACH	1	$325.00	$325.00
68	LANE INDICATION ARROW, THERMOPLASTIC	EACH	4	$200.00	$800.00
69	LINE, PAINT, BROKEN, WHITE, 4 IN	LFT	70	$1.00	$70.00

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

70	TRANSVERSE MARKING, PAINT, CROSSHATCH LINE, WHITE, 4 IN	LFT	60	$1.00	$60.00
71	TRANSVERSE MARKING, PAINT, CROSSHATCH LINE, YELLOW, 4 IN	LFT	155	$1.00	$155.00
72	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 6 IN.	LFT	310	$2.00	$620.00
73	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.	LFT	50	$8.00	$400.00
74	LINE, PREFORMED PLASTIC, SOLID, WHITE, 4 IN	LFT	175	$4.00	$700.00
75	CONDUIT, 2 IN	LFT	640	$28.00	$17,920.00
76	CONDUIT, 1-1/2 IN	LFT	545	$26.00	$14,170.00
77	CONDUIT INSTALLATION, TRENCHLESS, 4 IN	LFT	75	$175.00	$13,125.00
78	CURB, PRECAST CONCRETE, REMOVE AND SALVAGE	EACH	16	$120.00	$1,920.00
79	SIGNAL POLE, PEDESTAL, ORNAMENTAL, RELOCATE	EACH	1	$3,600.00	$3,600.00
80	PIPE, CIRCULAR, 12 IN, REINFORCED CONCRETE, TYPE IV	LFT	45	$115.00	$5,175.00
81	PIPE, CIRCULAR, 15 IN, REINFORCED CONCRETE, TYPE IV	LFT	60	$120.00	$7,200.00
82	CATCH BASIN	EACH	1	$3,000.00	$3,000.00
83	WATER METER, REMOVE	EACH	2	$750.00	$1,500.00
84	WATER METER, REMOVE AND REPLACE	EACH	2	$2,100.00	$4,200.00
85	TAPPING SLEEVE WITH VALVE	EACH	1	$4,500.00	$4,500.00
86	WATER LINE, 6 INCH	LFT	10	$140.00	$1,400.00
87	FIRE HYDRANT ASSEMBLY	EACH	1	$5,000.00	$5,000.00
88	SIGNAL PEDESTAL FOUNDATION, TYPE A	EACH	1	$3,000.00	$3,000.00
TOTAL OF ALL UNIT PRICE BID ITEMS					$ 1,234,048.40

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total Base Bid Price $ 1,234,048.40

One million two hundred thirty four thousand forty eight dollars and forty cents**********

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. Principal Subcontractor Questionnaire (Available within 5 days after Bid Opening);

C. Subcontractor Questionnaire (Available within 5 days after Bid Opening);

D. Material Questionnaire (Available within 5 days after Bid Opening);

E. List of Project References;

F. Form 96 (Revised 2013)

G. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

H. Required Bidder Qualification Statement with supporting data; and

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

Milestone Contractors, L.P.
3301 S 460 E
Lafayette, IN 47905

SURETY *(name and address of principal place of business)*:

Continental Casualty Company
151 N. Franklin Street
Chicago, IL 60606

OWNER:

City of Lafayette
20 North 6th Street
Lafayette, IN 47901

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount: $1,234,048.40 One Million Two Hundred Thirty Four Thousand Forty Eight Dollars and 40/100
Description *(name and location)*: City of Lafayette - Streetscape Phase VI

BOND

Bond Number: 30094133
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount: $1,234,048.40 One Million Two Hundred Thirty Four Thousand Forty Eight Dollars and 40/100
Modifications to this Bond Form: [X] None [ ] See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Milestone Contractors, L.P. By Contractors United, Inc. - General Partner

_____ *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

Mark Nagle
Print Name

Director of Estimating
Title

Attest: Thomasina L. Nelson
Signature Thomasina L. Nelson

Estimating Support
Title

SURETY

Continental Casualty Company
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

David M. Oliger
Print Name

Attorney-in-Fact
Title

Attest: _____
Signature Lisa M. Parsley

Surety Account Executive
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint ventures. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

David M. Oliger , **Individually**

of Indianapolis, IN their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: 30094133
Principal: Milestone Contractors, L.P.
Obligee: City of Lafayette

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 27th day of February, 2018.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 27th day of February, 2018, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

J. MOHR
NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires June 23, 2021

J. Mohr — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this day of

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson — Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

PAYMENT BOND

CONTRACTOR *(name and address)*:
Milestone Contractors, L.P.
3301 S 460 E
Lafayette, IN 47905

SURETY *(name and address of principal place of business)*:
Continental Casualty Company
151 N. Franklin Street
Chicago, IL 60606

OWNER
City of Lafayette
20 North 6th Street
Lafayette, IN 47901

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount: $1,234,048.40 One Million Two Hundred Thirty Four Thousand Forty Eight Dollars and 40/100
Description *(name and location)*: City of Lafayette - Streetscape Phase VI

BOND
Bond Number: 30094133
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount: $1,234,048.40 One Million Two Hundred Thirty Four Thousand Forty Eight Dollars and 40/100
Modifications to this Bond Form: [X] None [ ] See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Milestone Contractors, L.P. By Contractors United, Inc. - General Partner
_____ *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

Mark Nagle
Print Name

Director of Estimating
Title

Attest: Thomasina L. Nelson
Signature Thomasina L. Nelson

Estimating Support
Title

SURETY

Continental Casualty Company *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

David M. Oliger
Print Name

Attorney-in-Fact
Title

Attest: Lisa M. Parsley
Signature Lisa M. Parsley

Surety Account Executive
Title

Note: (1) Provide supplemental execution by any additional parties, such as joint ventures. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

   5.1 Claimants who do not have a direct contract with the Contractor,

      5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

      5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

   5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

   7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

   7.2 Pay or arrange for payment of any undisputed amounts.

   7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

David M. Oliger , **Individually**

of Indianapolis, IN their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: 30094133
Principal: Milestone Contractors, L.P.
Obligee: City of Lafayette

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 27th day of February, 2018.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 27th day of February, 2018, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires June 23, 2021

J. Mohr — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this day of

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson — Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/07/2020

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

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

PRODUCER 1-317-844-7759
AssuredPartners of Indiana, LLC
10401 N. Meridian #300
Indianapolis, IN 46290

CONTACT NAME: Lyndsay Myers
PHONE (A/C, No, Ext): 317-595-7392 FAX (A/C, No):
E-MAIL ADDRESS: Lyndsay.Myers@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: TRAVELERS PROP CAS CO OF AMER	25674
INSURER B: AXIS SURPLUS INS CO	26620
INSURER C: ZURICH AMER INS CO	16535
INSURER D: XL INS AMER INC	24554
INSURER E:	
INSURER F:	

INSURED
Milestone Contractors, L.P. (Lafayette)
3301 S. CR 460 E.
Lafayette, IN 47905

COVERAGES **CERTIFICATE NUMBER:** 58484458 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	GC2JGLSA-922J8984-19	06/01/19	06/01/20	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X	X	GC2JCAP-922J8996-19	06/01/19	06/01/20	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X MCS-90							$
B	UMBRELLA LIAB X OCCUR			P-001-000147839-01	06/01/19	06/01/20	EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED RETENTION $ 0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	WC929886319	08/01/19	08/01/20	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y/N N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	EXCESS UMBRELLA			US00065355LI19A	06/01/19	06/01/20	OCC/AGG	23,000,000

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

CITY OF LAFAYETTE; TIPPECANOE COUNTY AND ANY OTHER CONTRACTUALLY REQUIRED ENTITIES ARE ADDITIONAL INSUREDS FOR GENERAL LIABILITY AND AUTO LIABILITY POLICIES; WAIVER OF SUBROGATION APPLIES IN FAVOR OF THE A FORENAMED ADDITIONAL INSUREDS FOR GENERAL LIABILITY AND WORKERS COMPENSATION POLICIES, BUT ONLY WHERE REQUIRED BY WRITTEN CONTRACT, AND WHERE ALLOWABLE BY LAW.

CERTIFICATE HOLDER

CITY OF LAFAYETTE, INDIANA
20 NORTH 6TH STREET
LAFAYETTE, IN 47901
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

NOTICE TO PROCEED

Owner:	City of Lafayette	Owner's Contract No.:	
Contractor:	Milestone Contractors	Contractor's Project No.:	
Engineer:	TBIRD Design Services	Engineer's Project No.:	19005
Project:	Streetscape Phase VI	Contract Name:	Streetscape Phase VI
		Effective Date of Contract:	April 6, 2020

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [March 30, 2020]. *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the work will be Substantially Completed on or before the earlier of November 25, 2020 or 120 calendar days from start of construction activities, and the date of readiness for final payment is December 17, 2020 or 30 calendar days after substantial completion. The number of days to achieve Substantial Completion is 120, and the number of days to achieve readiness for final payment is 30.

Owner:

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

ADOPTED AND PASSED by the Lafayette Redevelopment Commission this 27th day of February, 2020.

LAFAYETTE REDEVELOPMENT COMMISSION

_____
Jos Holman, President

_____
Jim Terry, Vice President

_____
T.J. Thieme, Secretary

_____
Don Teder

_____
Shelly Henriott

ATTEST:

_____
Dave Moulton

_____
Randy Bond

HWC ENGINEERING
BMO Plaza
135 North Pennsylvania Street, Suite 2800
Indianapolis, IN 46204
(317) 347-3663
(317) 981-1298 (fax)

CONTRACT AMENDMENT #2

This **CONTRACT AMENDMENT** is recognized as being established the 27th day of February, 2020, by and between HWC Engineering, Inc., of Indianapolis, Indiana (hereinafter referred to as "HWC") and the Redevelopment Commission for the City of Lafayette, Indiana (hereinafter referred to as the "CLIENT") concerning the existing contract for professional services for the Main Street Streetscape Phase 3 & 4 project dated January 24, 2019, amended August 22, 2019, and which is hereby amended as follows:

The Project name, location and address:

Main Street Streetscape Phase 3 & 4
City of Lafayette Redevelopment Commission

The CLIENT's name and address:

City of Lafayette Redevelopment Commission
20th North 6th Street
Lafayette, IN 47901

The Project's designated CLIENT representative and his/her contact information (including title, address, phone number, fax number and email address):

Dennis Carson
Redevelopment Director
City of Lafayette
20 North 6th Street
Lafayette, IN 47901
(765) 807-1093
(765) 807-1099 Fax
dcarson@lafayette.in.gov

The Project's designated HWC representative and his/her contact information (including title, address, phone number, fax number and email address):

Brian E. Pohlar, PE
HWC Engineering
MatchBOX Coworking Studio
17 S. 6th Street, Suite X
Lafayette, IN 47901
765-490-2097 mobile
bpohlar@hwcengineering.com

The applicable HWC Project number: 2017-258-S

The obligation and scope of services of HWC under this amendment shall be as outlined in Appendix A.

Schedule for HWC to complete professional services described in the attached Appendix A is outlined in Appendix C.

HWC shall be reimbursed as compensation for such professional services described in the attached Appendix A as outlined in Appendix D

It is further mutually agreed by the CLIENT and HWC that all other provisions of the original agreement shall remain unchanged.

"CLIENT"	"HWC"
City of Lafayette Redevelopment Commission	HWC Engineering
	By:
Donald J. Teder	Printed: Terry Baker
	Title: President
Jos Holman	Date:
T.J. Thieme	
Shelly Henriott	
Jim Terry	

ATTEST:

Dave Moulton

Randy Bond

APPENDIX "A"

SERVICES BY HWC

Overview:

The initial contract between the City of Lafayette and HWC Engineering was based on HWC providing bidding assistance for two phases bid as one contract in 2020. HWC's scope related to these services was based on an hourly rate, not to exceed $8,500. The City has since decided to divide the project into three phases and bid each separately—Ph. III in 2020, Ph. IV in 2021, and Ph. V in 2022. Construction administration and construction observation were not included in the original contract with the assumption they would be negotiated at a later date.

This Supplemental Contract Addendum adds the additional bidding (for Phases IV and V), construction administration and construction observation (for Phase III only), and an hourly allowance to accommodate design modifications associated with the added phase to HWC's current contract as follows:

Additional Bidding Assistance Services (Ph. IV and Ph. V):

HWC will provide bidding phase services for Ph. IV and Ph. V, as follows:

1. Coordinate the distribution of plans and specifications to bidders.
2. Answer bidder questions during the bid phase.
3. Issue addenda to clarify, correct or change the Bidding Documents.
4. Facilitate one pre-bid conference.
5. Attend the bid opening
6. Review bids submitted for conformance to the project documents.
7. Submit a summary of the bid review to the Client.
8. Prepare a tabulation of bids received.
9. Assist the Client in assembling and awarding contracts for the Project.
10. The bidding phase fee is based upon bidding Ph. IV one time and bidding Ph. V one time.

Fee: Ph. IV: $8,000 (Hourly, Not-to-Exceed)
Ph. V: $8,000 (Hourly, Not-to-Exceed)

Construction Administration (Ph. III only)

HWC will provide construction administration services for Ph. III, as follows:

1. Facilitate (1) pre-construction conference
2. Review shop drawings and submittals
3. Review requests for change orders
4. Review requests for information from the contractor.
5. Attend up to (5) construction progress meetings.
6. Attend one project walk through
7. Develop a punch list based on outstanding issues identified at the project walk through.
8. Attend (1) final inspection of the project.

Fee: $28,000 (Hourly, Not-to-Exceed)

Construction Observation Services

HWC anticipates up to 40 weeks of field observation during 2020. Because of the tight schedule, and need for significant business coordination during the work, we expect that the project may require two technicians for much of the work. Based on this, we will provide the following:

- Provide a Construction Inspection Manager for up to 40 weeks at 40 hours per week plus any required overtime.
- Provide a Construction Inspector Level II for up to 10 weeks at 40 hours per week plus any required overtime.

HWC will provide construction observation to monitor the contractor's workmanship and general compliance with the project plans and specifications. Observation services will be provided thru the completion of the construction of the project.

The duties and responsibilities of the Resident Project Representative (RPR) are as follows:

A. *General:* RPR is Engineer's representative at the Site. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor.

B. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Review of Work and Rejection of Defective Work:

   1. Conduct on-Site observations of Contractor's work in progress to assist Engineer and Owner in determining if the Work is in general proceeding in accordance with the Contract Documents.

D. Records:

   1. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.

   2. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer. Prepare a weekly report summarizing the project activities, to be submitted to the Owner.

   3. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

   4. Maintain records for use in preparing Project documentation.

E. Reports:

1. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

2. Immediately notify Owner of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes.

F. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer.

G. Completion:

1. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.

2. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.

3. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

Fee: $ 256,000 (Hourly, Not-to-Exceed)

<u>Additional Design Services Allowance</u>

This additional design services allowance is proposed to accommodate design modifications associated with the added phase to HWC's current contract. Because the original contract included only (2) phases, this allowance will cover the additional time necessary for production of (3) complete plan sets over three years.

Fee: $42,000 (Hourly, Not-to-Exceed)

APPENDIX "C"

NOTICE TO PROCEED AND SCHEDULE

All work by HWC under this Contract shall be completed and delivered to the City for review and approval within the approximate time periods shown in the following submission schedule for Phase 3 and 4:

Activity	Schedule
Signed Contract	February 1st, 2019
Survey	February/March
Utility Coordination	(duration of project)
Geotechnical Investigation	March/April
Design & Engineering	April–September
Bidding Phase 3	2020
Construction (Phase 3 only)	April-December 2020
Bidding Phase 4	2021
Bidding Phase 5	2022

A schedule for the construction administration and construction observation of Phase 4 will be amended into this contract at a later date, based on the availability of funding for the subsequent improvements.

APPENDIX "D"

COMPENSATION

HWC shall receive payment from **CLIENT** for the work performed under this Agreement, as listed below:

Activity	Fee	Compensation Type
Original Contract:		
Survey	$30,000	Lump Sum
Utility Coordination	$37,500	Lump Sum
Geotechnical Investigation	$11,500	Lump Sum
Design & Engineering	$456,300	Lump Sum
Bidding Phase Services Ph. III	$8,500	Hourly NTE
Original Contract Fee:	$543,800	
Amendment #1:		
Structural Engineering (Amendment #1)	$10,000	Hourly
Original Contract Fee & Amendment #1:	$553,800	
Amendment #2:		
Bidding Phase Services Ph. IV	$8,000	Hourly NTE
Bidding Phase Services Ph. V	$8,000	Hourly NTE
Construction Administration Services Ph. III	$28,000	Hourly NTE
Construction Observation Services Ph. III	$256,000	Hourly NTE
Additional Design Services Allowance	$42,000	Hourly NTE
Original Contract Fee & Amendment 1 & 2 TOTAL	**$895,800**	**NTE**

A schedule and fees for the construction administration and construction observation of Phase 4 will be amended into this contract at a later date, based on the availability of funding for the subsequent improvements.

Lump Sum Compensation: Lump Sum payment shall include all labor and expenses (for the scope of work as defined in the agreement) incurred by HWC and shall not exceed the fixed payment amount without prior authorization of the CLIENT. HWC shall submit monthly invoices to the CLIENT for the estimated portion of the total services actually completed at the time of the billing. The value of the lump sum services work completed is determined by multiplying the percentage of work completed by the total fee established.

If additional engineering or other services, not listed within "Appendix "A" Services by **HWC"** related section of this agreement, are requested in writing by the **CLIENT**, **HWC** shall receive payment for such extra work, either by a lump sum fee determined and agreed to by the **CLIENT** and **HWC** prior to the commencement of such work and in writing, or on an hourly basis plus reasonable expenses as specified on the "Hourly Rates and Reimbursable Expenses Schedule" included herein.

The "Hourly Rates and Reimbursable Expenses Schedule" identified in this Agreement are subject to change each December 31st without notification or modification to this Agreement.

HWC Engineering
2020 Hourly Billing Rates

POSITION	HOURLY RATE
Principal	$201.00
Senior Project Manager	$196.00
Project Manager	$155.00
Project Engineer I	$135.00
Project Engineer II	$110.00
Landscape Architect I	$135.00
Landscape Architect II	$110.00
Planner I	$135.00
Planner II	$100.00
Designer/Technician	$110.00
Clerical Support	$75.00
Construction Inspection Manager	$115.00
Construction Inspector I	$110.00
Construction Inspector II	$95.00
Project Surveyor	$120.00
Survey Crew Leader	$100.00
Survey Crew Member I	$80.00
Survey Crew Member II	$65.00
Intern	$56.00

REIMBURSABLE EXPENSES

- Direct Travel Expense - including mileage (the current rate allowed by the IRS), air fare, car rental, lodging, meals, large blueprint and copying runs, etc.
- Large format black and white prints at $.375 per square foot.
- Plots at $2.00 per square foot.
- Black and white copies at $.10 per sheet.
- Color copies at $.50 per sheet
- CD's at $25.00 each.
- Actual cost of long distance telephone calls, expense charges, photographs and postage.
- Expenses will be billed at cost plus a 10% administrative fee.
- Hours worked in excess of 8 hours per day or 40 hours per week will be billed at an overtime rate of 1.5 times the rates listed for non-exempt employees.

City of Lafayette

Request for Proposal

Construction Manager as Constructor (CMc) Services

for a New Municipal Building

Lafayette, IN

02/27/2020

Introduction/Background

The City of Lafayette Redevelopment Commission (the "City") is soliciting proposals from Construction Managers as Contructors (CMcs) for the redevelopment of the City-owned 6th Street surface parking lot site – See Exhibit A. The Site represents an opportunity to provide a new police station and parking garage to accommodate parking for police, general city staff, and also visitor/public parking.

Project Description

In 2017, the City engaged RQAW to provide a Police Department Feasibility Study, which was received in February 2018 (Exhibit B). The Police Training Center is excluded from this initial project and is assumed to remain in its current building. The architectural space programming and space standards from the Study will be used as the basis for the proposed Police Station; however, because the study is 2-years old, all assumptions from that study will be validated by the Architect/Engineer.

Currently, an easement exists on the city owned property (Exhibit A) for an underground storm sewer (Pearl River). This storm sewer will be re-routed and abandoned outside of the subject area and surrounding properties. Construction of this separate project is expected to be complete by the spring of 2021 and is excluded from this CMc scope of work.

At this time, the City anticipates bond funding, supported by both TIF and a recently approved local Public Safety Local Income Tax. The Construction Delivery Method is expected to be Construction Manager as Constructor (CMc) (Indiana Code Section 5-32-2-5).

The City wishes to engage a CMc to complete the following scope of work for this project, estimated at approximately $40M total project budget (assumes a $34,000,000 hard construction cost):

Specific Building / Site Guidelines:

- Parking Garage: To accommodate 500-600 spaces dedicated to city staff, police vehicles (including Sally port), and public
- Overhead bridge connector to City Hall: The overhead bridge to City Hall is expected to be enclosed and conditioned with both heating and air conditioning. The City Hall SE stair tower was designed to accommodate a future bridge connection. There is no intention to do any significant renovation of City Hall to accommodate the bridge.
- Police Station: size and programming details per RQAW Study (Exhibit B) with the exclusion of a Training Center. A Training Center will not be developed at this site.
- Maximum height: 100' or 10 stories per current zoning. Planned Unit Development or variance may support a higher structure.
- Design with Park Smart principles, however, final certification may not be sought.
- Police Station would likely face Columbia St.
- Site Description
    - The Site is located within the downtown Arts & Market District.
    - The Site is currently zoned Central Business (CB).
    - The Site is in a Tax Increment Financing (TIF) area (Consolidated Creasy/Central).
    - The Site is in an Opportunity Zone.
    - The City completed an ALTA/NSPS Land Title Survey, as well as a Phase I and Phase II Environmental Site Assessment last year and are included as Exhibits to this RFP.
- All project approvals are through the Lafayette Redevelopment Commission. Neither Area Plan Commission nor Historic Preservation Commission approval is anticipated.
- The Architect/Engineering design team is expected to be selected in March 2020. They will initially begin a conceptual design phase, including the following scope of work:
    - Validate Space Program
    - Project Narrative
    - Technical Site Plan, including site utilities, hard and soft surfaces, traffic
    - Rendered Site Plan
    - Floor plans (all floors)
    - Exterior Building Elevations
    - Building Section (one)
    - MEP/T (Mechanical, Electrical, Plumbing, and Technology) Narrative
    - Parking Controls Plan and Narrative
    - Potential art opportunities
    - 3-D Revit model and two rendered images
    - Probable Cost Estimate and Schedule
    - Community Engagement – participate in at least 2 outreach events

CMc Scope of Work

Provide all standard CMc services outlined in a typical Owner/Construction Manager as Constructor A133-2009 Contract. If additional services are anticipated by your team, please outline them in your proposal, as well as associated costs. The selected CMc will be required to furnish an agreement including the City of Lafayette's standard contract terms. In the Proposer's response, each Proposer must affirm their ability to meet these terms shall be acknowledged in their proposal.

The City of Lafayette intends to establish a Guaranteed Maximum Price through the CMc contract. The intent is to establish a GMP at the earliest date possible. In no case shall this be later than after bids have been received from first-tier subcontractors and prior to construction commencing. The GMP will also identify a detailed construction schedule and the required date of substantial completion.

The Redevelopment Commission has established a 10 percent goal for XBE participation, including all minority, women, and veteran owned businesses. Companies certified as minority/women/veteran owned businesses by the City of Indianapolis or the Indiana Department of Transportation will be considered eligible for meeting this goal.

Schedule

CMc RFP issued	February 27, 2020
Final Questions due	March 13, 2020
Proposals Due	March 26, 2020 by 10:45 a.m. (Redevelopment Commission meeting)
Shortlist Announced	On or after April 3, 2020
Interviews	April 15, 2020
CMc Award Target	April 23, 2020 (Redevelopment Commission meeting)
Design/Bidding Phase	Spring 2020 – Spring 2021
Construction Begins	Spring – Summer 2021

Pre-proposal walkthrough: a walkthrough is not planned since the site is physically visible from the public street.

Submission Requirements

Proposer shall submit twelve (12) paper copies of their response along with one electronic version via flash drive. Emailed submissions will not be accepted. The response submittal must be received no later than the date and time listed above. Please seal all submittal documents in a separate envelope or box labeled as follows:

City of Lafayette
Municipal Building (6th Street Lot Redevelopment) Proposal for CMc Services
Attn: Dennis H. Carson, Director of Economic Development
515 Columbia Street
Lafayette IN 47901

The submittal shall include the following components, submitted in this order. The total submission shall not exceed 22 pages (including cover letter and cover page, excluding tabs). All responses must be submitted in 8 1/2" x 11" format, paginated, tabbed with the section titles listed below, bound with spiral binding and printed double sided.

To qualify for consideration of this proposal, one or more members or Proposer must be Indiana based. Additionally, the City of Lafayette reserves the right to reject any or all responses and to waive any informalities or irregularities in any of the responses.

Submitted Responses to Request for Proposal should include the following items:

1. Cover Sheet (Page 1)
2. Cover Letter (Page 2)
3. Section 1 – Company description (Pages 3-6)
    a. Organization Chart identifying all team members and roles
        i. Identify the main point of contact for the duration of the project
        ii. Identify each team members' office location (by each team member)
    b. Provide key resume highlights for each key team member
    c. Please provide a brief history of the Proposer's company, including number of years in business and identify all previous business names.
    d. What is the current capacity of the Proposer's and team members to complete this project in a timely manner?
4. Section 2 – Project experience and references (Pages 7-12)
    a. Please describe your team's experience constructing and managing successful CMc projects (completed and in progress) and quantify and list size of the projects your team has constructed under the CMc construction delivery method. Please be specific on the CMc of record for each.
    b. Does your team typically self-perform any of the construction work? If yes, please provide details.
    c. Please share three similar projects of scope and complexity and identify if they were constructed as CMc. Projects should be completed within the last five-ten years; including the following information for each project:
        i. Name and location of the project.
        ii. Contact person and telephone number at the completed facility.
        iii. Company name, contact person, and telephone number of the architect of record.
        iv. General scope of the project and names of the individuals involved with this project.
        v. Approximate total project budget, construction budget and schedule.

CITY OF LAFAYETTE

vi. Was this project completed within the Owner's total project budget, without factoring in Owner-requested changes and unforeseen conditions? If no, please provide details.

d. What are your communications methods with the Owner and identify frequency?

e. MBE, WBE and VBE Participation (XBE Participation)

i. Proposer should provide a summary of the Proposer's history of contracting with or hiring minority, women and veteran owned business enterprises; and

ii. Proposer should provide a summary of good faith efforts to fulfill goals for contracting with or hiring minority, women and veteran business enterprises

5. Section 3 - Bidding & Construction (Pages 13-16)

a. Bidding:

i. When does Proposer establish a GMP for this type of project? If you use different levels for different projects, please identify how often you use each one. Please share why you may prefer one-time frame over another and what's the benefit to the Owner.

1. Upon completion of Design Development
2. At 50% Construction Documents
3. Upon completion of Construction Documents.

ii. What safeguards do you utilize to prevent scope gaps between the bid packages?

b. Construction Processes:

i. Please describe your construction and management approach and how Proposer manages the budget, schedule, quality and safety on a project.

ii. What are your biggest concerns about completing this project?

iii. Please provide a description of the project management software

iv. Based on your experience with similar projects, please share Proposer's initial thoughts on schedule for this project.

6. Section 4 - Insurance, Claims, & Safety (Pages 17-18)

a. Claims:

i. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against the Proposer or its officers? If yes, please provide details.

ii. Please identify all judgments, claims, arbitration proceedings or suits pending against any of the submitting companies of your proposal.

b. Safety:

i. Please provide a report listing the number of recordable incidents and lost day incidents the Proposer has experienced over the past three years.

ii. Please list the Proposer's current experience modification rate ("EMR"), as well as the rate over the past three years.

c. Insurance:

i. Please list your liability insurance and bonding company name and coverage limits. Please confirm your current limits are in compliance with the City's insurance requirements listed below.

ii. Bonding:
    1. Provide documentation from your surety or bonding agent regarding the Proposer's bonding capacity. The selected Construction Manager as Constructor will be required to provide a payment and performance bond in the amount of the Guaranteed Maximum Price.

iii. Certificate of Insurance Requirements:
    1. Construction Manager as Constructor shall maintain the following minimum insurance: Commercial General Liability (Occurrence Form)
        a. Each Occurrence $1,000,000
        b. Products/ Completed Operations Aggregate $3,000,000
        c. General Aggregate (other than Prod/ Comp Ops Liability) $3,000,000
        d. Personal & Advertising Injury Liability $1,000,000
        e. CMc to purchase and maintain general liability and other insurance as specified and to cause The City of Lafayette, Indiana and Owner's Representative to be listed as Additional Insured with respect to such liability and other insurance purchased by CMc for Project.
        f. Contractor's Professional Errors & Omissions
            i. CMc shall carry Contractor's Professional Errors and omissions with a limit of $1,000,000
        g. Automobile Liability
            i. Combined Single Limit $1,000,000
        h. Workers Compensation and Employer's Liability
            i. Workers Compensation State Statutory Limits
            ii. Employer's Liability
            iii. Bodily Injury by Accident $500,000 Each Accident
            iv. Bodily Injury by Disease $500,000 Policy Limit
            v. Bodily Injury by Disease$ 500,000 Each Employee
        i. Umbrella Liability: Each Occurrence and Aggregate $4,000,000 CMc to purchase and maintain general liability and other insurance as specified and to cause The City of Lafayette, Indiana and Owner's Representative to be listed as Additional Insured with respect to such liability and other insurance purchased by CMc for Project.
        j. All coverages must be placed with an insurance company with an A.M. Best rating of A (Financial Size Category of VII or better).

7. Section 5 - Guaranteed maximum price (Pages 19-22)
    a. Fee: For the development of your proposed fee, please use an anticipated hard construction cost of $34,000,000. An assumed breakdown: Garage: 40% or $13,600,000. Police: 60% or $20,400,000.
        i. Provide your proposed fee percentage for construction phase services.
        ii. Provide your proposed lump sum fee for pre-construction services.
    b. General Conditions
        i. Identify the anticipated monthly general conditions cost.
        ii. Identify specific line items proposed to be included in the general conditions (cost of each is not required)
        iii. Describe how you would staff this project, through the Pre-Construction Phase and Construction Phases. Be specific in the types and quantities of people with anticipated hours per person per phase.
    c. Other:
        i. How would the Proposer participate in cost savings? If any.
        ii. Identify type and cost of any additional services proposed

Selection Process

The evaluation committee, in consultation with the City's independent advisors, will review responses and may invite shortlisted teams for an in-person interview. The interviews will last 45-60 minutes and will consist of an opportunity to present your proposal followed by a question and answer discussion. At the interview, the City expects to meet with the actual team assigned to the project, including the project manager. After the interviews, the evaluation committee will review all information received and forward a recommendation to the Redevelopment Commission for formal action.

The evaluation committee reserves the right to meet and confer with one another and advisors for the Project as part of its evaluation process. All offerors are restricted from contacting the Committee during the selection process. The selection process will be facilitated by Deb Kunce, Managing Principal, CORE Planning Strategies. All Questions and Clarifications should be directed by phone or in writing to Deb Kunce, 317-447-5531 or deb@coreplanningstrategies.com

The evaluation committee will consist of the individuals listed below (at a minimum):

Tony Roswarski, Mayor
Patrick Flannelly, Chief of Police
Brad Bishop, Deputy Chief of Police
Tim Clary, Controller
Jeremy Diehl, Deputy Controller
Jeromy Grenard, City Engineer
Jacque Chosnek/Ed Chosnek, City Attorneys
Dennis Carson, Economic Development Director
John Collier, Assistant Economic Development Director

The evaluation criteria for the project is as follows:

Evaluation Criteria	Maximum Points
General Experience and Qualifications	15
CMc Experience & Specific Experience of the Team	30
GMP and Construction Approach	20
MBE, WBE and VBE Participation, History and Good Faith Efforts	10
Compliance with RFP	5
Fees	20
TOTAL	100

Exhibits

A. Site Map (attached)
B. Police Department Feasibility Study (RQAW)
C. ALTA/NSPS Survey
D. Phase I Environmental Site Assessment (IWM)
E. Limited Phase II EAS Report

Exhibits B – E can be found in the link below.
http://lafayette.in.gov/DocumentCenter/Index/619

Exhibit A – SITE MAP

Exhibit A

Lafayette, IN

Lafayette Redevelopment Authority

Board Copy

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 4 PAGES, AND EXCEPT FOR VOUCHERS NOT ALLOWED AS SHOWN ON THE REGISTER, SUCH VOUCHERS ARE HEREBY ALLOWED IN THE TOTAL AMOUNT OF $1,115,840.69 DATED THIS DAY OF FEBRUARY 27, 2020. APPROVED BY STATE BOARD OF ACCOUNTS IN 2000 FOR THE CITY OF LAFAYETTE.

_____ _____

_____ _____

_____ _____

_____ _____

Invoices to be Approved 2/27/2020

Invoices			
Chase Bank	$ 1,115,840.69		
Total Invoices		$ 1,115,840.69	
Grand Total			$ 1,115,840.69

Board List by Voucher

Board: RD022720 2/27/2020

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

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
7475	T BIRD DESIGN SERVICES CORPORATION	8314	INV	2/27/2020	1,285.00	DISMAL CREEK DRAIN CROSSING INVESTIGATION
16496	HERITAGE HOMES AND RESTORATIONS	2001-1312-2058	INV	2/27/2020	6,470.00	PAINTING-LAFAYETTE THEATER LOBBY/ENTRY/HALL/DOORS
8874	LAFAYETTE-WEST LAFAYETTE DEVELOPMENT CORPORATION	52475	INV	2/27/2020	3,165.00	DEPOT SECURITY-DEC 2019
10359	DRY-WAY INC	96572	INV	2/27/2020	2,998.00	CARPET CLEANING-LAFAYETTE THEATER
12782	RELIANCE FOUNDRY CO LTD	39194	INV	2/27/2020	963.67	MAIN ST STREETSCAPE III-PIPE BOLLARDS
8874	LAFAYETTE-WEST LAFAYETTE DEVELOPMENT CORPORATION	52553	INV	2/27/2020	25,000.00	JOB TRAINING-OSCAR WINSKI 2020
5967	TIPPECANOE ARTS FEDERATION	8239	INV	2/27/2020	5,000.00	COMMUNITY CULTURAL PLAN SUPPORT 2020
5967	TIPPECANOE ARTS FEDERATION	8238	INV	2/27/2020	50,000.00	CAPITAL CAMPAIGN CONTRIBUTION 2020
8874	LAFAYETTE-WEST LAFAYETTE DEVELOPMENT CORPORATION	52408	INV	2/27/2020	406,250.00	DRURY DEVELOPMENT INCENTIVE COMMITMENT
8522	PROAXIS INC	34245	INV	2/27/2020	5,988.00	BIKE RACKS-STREETSCAPE VI
3204	TIPPECANOE COUNTY HISTORICAL SOCIETY	01272020	INV	2/27/2020	7,500.00	4TH GRADE DIVERSITY PROGRAM SPONSORSHIP
15972	BAKER TILLY VIRCHOW KRAUSE LLP	BTMA3892	INV	2/27/2020	4,300.00	PROFESSIONAL SERVICES-ELLSWORTH PROJECT
7704	CHOSNEK LAW, P.C.	15451A	INV	2/27/2020	2,279.00	LEGAL SERVICES TIF-JAN 2020
8874	LAFAYETTE-WEST LAFAYETTE DEVELOPMENT CORPORATION	52697	INV	2/27/2020	3,240.00	DEPOT SECURITY-JAN 2020
7475	T BIRD DESIGN SERVICES CORPORATION	8477	INV	2/27/2020	6,511.25	STREETSCAPE 2019
15884	MKSK INC	2191742	INV	2/27/2020	5,009.76	WABASH NEIGHBORHOOD ENHANCEMENT PLAN
14549	CORE PLANNING STRATEGIES LLC	2019-023-02	INV	2/27/2020	4,195.45	POLICE STATION RFP

CITY OF LAFAYETTE

Board List by Voucher

Board: RD022720 2/27/2020

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

7475	T BIRD DESIGN SERVICES CORPORATION	8479	INV	2/27/2020	7,693.75	ENGINEERING-MCCARTY LANE CENTRAL MAINTENANCE SITE
7475	T BIRD DESIGN SERVICES CORPORATION	8481	INV	2/27/2020	3,878.75	HYDROLOGY & HYDRAULICS STUDY BR 14 ELLIOTT DITCH
213	ATLAS EXCAVATING INC	A.ROSS #9	INV	2/27/2020	94,095.22	ALEXANDER ROSS OUTLET IMPROVEMENT RECONSTRUCTIO
6957	CHRISTOPHER B BURKE ENGINEERING LLC	17985	INV	2/27/2020	15,992.25	COUNTY-UTILITY SERVICE AREA 7 & UPPER ELLIOT DRAIN
11223	BOSE MCKINNEY & EVANS LLP	762138	INV	2/27/2020	25,563.37	LOEB STADIUM LEASE NEGOTIATIONS
15145	GREGORY S NAPIER	1089	INV	2/27/2020	5,440.00	PROF SERV MCCARTY LANE PRJ
15145	GREGORY S NAPIER	1090	INV	2/27/2020	1,870.00	LOEB STADIUM-UTILITY COORDINATION
7558	KETTELHUT CONSTRUCTION INC	6617-11	INV	2/27/2020	22,200.00	LOEB STADIUM CONSTRUCTION MANAGEMENT
2145	MILESTONE CONTRACTORS LP	192078-01	INV	2/27/2020	256,035.64	2019 DOVER ESTATES PATCHING
15564	MNO-BMADSEN	LF18-006E-5A	INV	2/27/2020	59,509.17	CITY HALL HVAC UPGRADE-CONTROLS
8038	HANNUM, WAGLE & CLINE ENGINEERING	2017-258-S-0000012	INV	2/27/2020	18,308.19	MAIN ST STREETSCAPE PHASE 3&4
3209	TIPPECANOE COUNTY GOVERNMENT	02182020C.BURKE	INV	2/27/2020	3,037.81	REIMB COUNTY-PARK EAST BLVD EXTENSION REVIEW FEES
6957	CHRISTOPHER B BURKE ENGINEERING LLC	18069	INV	2/27/2020	2,889.25	A.ROSS STORMWATER CONVEYANCE DESIGN FEE
6957	CHRISTOPHER B BURKE ENGINEERING LLC	18041	INV	2/27/2020	2,270.00	PARK EAST BLVD EXTENSION ENGINEER REVIEW FEE
6957	CHRISTOPHER B BURKE ENGINEERING LLC	18103	INV	2/27/2020	13,534.25	COUNTY-UTILITY SERVICE AREA 7 & UPPER ELLIOT DRAIN
16540	BEAM, LONGEST AND NEFF LLC	62895	INV	2/27/2020	10,890.00	CONCORD RD IMPROVEMENT STUDY FROM 500S TO VMP
1530	JOURNAL & COURIER	0003161602	INV	2/27/2020	356.41	PUBLIC NOTICES-TIF BUDGET/MAINSTREET PH 3

CITY OF LAFAYETTE

Board List by Voucher

Board: RD022720 2/27/2020

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

8264	OLD NATIONAL BANK	5011185	INV	2/27/2020	1,000.00	BOND PAYING AGENT FEE LAF REDEV 2015 (CREASY)
8264	OLD NATIONAL BANK	5011180	INV	2/27/2020	500.00	BOND PAYING AGENT FEE LAF REDEV 2014B (CREASY)
8264	OLD NATIONAL BANK	5011181	INV	2/27/2020	350.00	BOND PAYING AGENT FEE LAF REDEV 2014A (TWYKEN)
1530	JOURNAL & COURIER	0003084093	INV	2/27/2020	67.53	PUBLIC NOTICE-NOVA TOWER
95	ALT & WITZIG ENGINEERING INC	TL19094-1119	INV	2/27/2020	2,796.93	LOEB STADIUM-SUBSURFACE & FOUNDATION INSPECTION
95	ALT & WITZIG ENGINEERING INC	19LF0010-3	INV	2/27/2020	2,350.00	LOEB STADUIM-ASBESTOS ABATEMENT & DISPOSAL
95	ALT & WITZIG ENGINEERING INC	19LF0010	INV	2/27/2020	1,500.00	LOEB STADIUM-ASBESTOS SURVEY
95	ALT & WITZIG ENGINEERING INC	19LF0010-2	INV	2/27/2020	250.00	MURDOCK PARK-ASBESTOS SURVEY
6837	AMERICAN STRUCTUREPOINT INC	124415	INV	2/27/2020	18,444.99	PARK EAST BLVD DESIGN
9180	KANKAKEE VALLEY PUBLISHING	00733766	INV	2/27/2020	42.05	LEGAL AD-TIF 2020 BUDGET
12281	ROADSAFE TRAFFIC SYSTEMS INC	272270-2	INV	2/27/2020	4,820.00	HARRISON BRIDGE BIKE MARKINGS
			Board Total		**1,115,840.69**	

BOARD: RD022720 02/27/2020

FUND	ACCOUNT		AMOUNT	AVLB BUDGET
4710	4710-00-000-0000-00000-000000-126100-	Intergovernmental Rec - IND	14,755.99	
4710	4710-00-000-0000-00000-000000-202003-	Accounts Pay - TippCo Mc TI	147,872.53	
4710	4710-00-000-0000-00000-000000-270000-	Suspense Account	3,689.00	
4710	4710-06-000-0000-00000-000000-431010-	Prof. Services - Legal	256.17	2,222.67
4710	4710-06-000-0000-00000-000000-444160-	Capital Asset Purchase	7,693.75	-69,423.44
		FUND TOTAL	174,267.44	
CASH ACCOUNT TREC-00-000-0000-00000-000000-101001-		BALANCE 28,761,399.94		
4720	4720-00-000-0000-00000-000000-206000-	Retainage Payable	25,497.52	
4720	4720-06-000-0000-00000-000000-431010-	Prof. Services - Legal	1,766.67	-6,313.61
4720	4720-06-000-0000-00000-000000-431070-	Prof. Services - Consulting	39,318.58	-67,462.35
4720	4720-06-000-0000-00000-000000-431080-	Prof. Services - Contract S	4,820.00	-10,718.56
4720	4720-06-000-0000-00000-000000-439050-	Grant Award-Incentive	456,250.00	-471,670.00
4720	4720-06-000-0000-00000-000000-439111-	Job Training	25,000.00	-25,000.00
4720	4720-06-000-0000-00000-000000-439180-	Administration	1,965.99	19,500.00
4720	4720-06-000-0000-00000-000000-439420-	Economic Development	60,144.11	-2,562,019.08
4720	4720-06-000-0000-00000-000000-444160-	Capital Asset Purchase	70,168.58	2,384,105.40
		FUND TOTAL	684,931.45	
CASH ACCOUNT TREC-00-000-0000-00000-000000-101001-		BALANCE 28,761,399.94		
4730	4730-06-000-0000-00000-000000-431010-	Prof. Services - Legal	256.16	3,454.18
4730	4730-06-000-0000-00000-000000-439180-	Administration	350.00	6,000.00
4730	4730-06-000-0000-00000-000000-439420-	Economic Development	256,035.64	.00
		FUND TOTAL	256,641.80	
CASH ACCOUNT TREC-00-000-0000-00000-000000-101001-		BALANCE 28,761,399.94		

BOARD SUMMARY TOTAL 1,115,840.69

GRAND TOTAL 1,115,840.69

4