CITY OF LAFAYETTE

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

Meeting: August 11, 2020

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

a. August 4, 2020

Documents:

08042020.pdf

NEW BUSINESS

Engineering

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

Documents:

Wabash River Promenade-Smock Fansler Change Order 3 FINAL.pdf

b. St. Boniface School – Road Closure Request

Documents:

St. Boniface School-Road Closure Request.pdf

Parks Department

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

Documents:

Memorial Island Phase 3-Contract with Alt and Witizg for Stage, Band Shell and Support Building.pdf

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

Documents:

Memorial Island Phase 3-Contract with Alt and Witzig Engineering for Bridge Foundation and Retaining Wall.pdf

Lafayette Housing Authority

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

Documents:

MORT REL 2020 - 1104 Cincinnati.pdf

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

Documents:

Deed Rest Release - 1104 Cincinnati.pdf

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

Documents:

MORT REL - 409-411 Park.pdf

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

Documents:

Deed Rest Release - 409-411 Park.pdf

CLAIMS

a. Claims 08/11/2020

Documents:

Claims 08112020.pdf

MISCELLANEOUS

a. Special Event Request-Downtown Outdoor Dining

Documents:

Downtown Outdoor Dining-City of Lafayette and Friends of Downtown.pdf

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

BOARD OF PUBLIC WORKS AND SAFETY
MINUTES
August 4, 2020

Regular Session:

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

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

President Henriott called the meeting to order.

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

MINUTES

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

NEW BUSINESS

Engineering

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

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

Lafayette Housing Authority

CDBG Conflict of Interest Disclosure Statement-SHARP

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

CONFLICT OF INTEREST DISCLOSURE PURSUANT TO 24 CFR § 570.611

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

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

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

Discussion ensued regarding the normal turnaround time for this program.

Purchasing

Declaration of Worthless Property-Lafayette Renew

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

CLAIMS

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

Time: 9:10 a.m.

BOARD OF PUBLIC WORKS AND SAFETY
Gary Henriott s/s
President

ATTEST: Mindy Miller s/s
Mindy Miller, 1st Deputy Clerk

Minutes written by Mindy Miller, 1st Deputy Clerk
*A digital audio recording of this meeting is available in the Lafayette City Clerk's Office or online at http://www.lafayette.in.gov/agendacenter.
**A list of all permits issued for the preceding week is available at http://www.lafayette.in.gov/DocumentCenter/Index/375

CITY OF LAFAYETTE

Engineering Department

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

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

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

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

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

Net change (all change orders) 19.7% of contract

Signed: Jeromy L. Grenard Date: 8/6/2020
Jeromy L. Grenard, PE
City Engineer

Signed: See attachments Date:

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

_____
Gary Henriott, President

_____
Norm Childress, member

_____
Cindy Murray, member

_____
Amy Moulton, member

_____
Ron Shriner, member

ATTEST:

_____
Mindy Miller, 1st Deputy Clerk

Date: _____

CHANGE ORDER
EDWARDS-RIGDON CONSTRUCTION CO., INC.

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

E-R JOB #: 16-501

C.O. DATE: 8/3/2020

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

CHANGE ORDER # 3

COST CODE:

The Contract is changed as follows:

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

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

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

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

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

Change Order prepared and reviewed by Construction Manager: **Jeff Rigdon**

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

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

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

CHANGE ORDER
EDWARDS-RIGDON CONSTRUCTION CO., INC.

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

E-R JOB #: 16-501

C.O. DATE: 8/3/2020

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

CHANGE ORDER # 4

COST CODE:

The Contract is changed as follows:

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

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

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

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

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

Change Order prepared and reviewed by Construction Manager: Jeff Rigdon

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

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

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

CHANGE ORDER
EDWARDS-RIGDON CONSTRUCTION CO., INC.

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

E-R JOB #: 16-501

C.O. DATE: 8/3/2020

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

CHANGE ORDER # 5

COST CODE:

The Contract is changed as follows:

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

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

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

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

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

Change Order prepared and reviewed by Construction Manager: Jeff Rigdon

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

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

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

CITY OF
LAFAYETTE

Office of the City Engineer

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

TO: Board of Public Works and Safety

FROM: Jeromy L. Grenard, PE
City Engineer

RE: Road closure request

DATE: August 11, 2020

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

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

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

St. Boniface Catholic School
813 North Street • Lafayette, IN 47901 • Phone: 765.742.7913 • Fax: 765.423.4988

July 29, 2020

Lafayette Police Department
City of Lafayette
Engineering Office
Sargent Anderson

To Whom It May Concern:

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

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

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

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

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

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

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

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

St. Boniface Catholic School
813 North Street • Lafayette, IN 47901 • Phone: 765.742.7913 • Fax: 765.423.4988

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

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

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

Thank you

Sr. Lenore Schwartz

Sr. Lenore Schwartz OSF
Principal
St. Boniface School

Contact Information:
Email: srlenore@lcss.org
School Phone: 765-742-7913
Cell Phone: 765-418-5700

Lafayette
PARKS & RECREATION

August 11, 2020

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

Dear Board Members:

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

- Performing various quality control inspections and tests during the construction process.

- This scope includes, but is not limited to, concrete foundations, concrete walls, backfill compaction, structural steel inspections, and masonry testing.

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

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

Sincerely,

Claudine Laufman

Claudine Laufman
Superintendent
Lafayette Parks and Recreation

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

April 15, 2020

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

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

Dear Claudine,

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

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

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

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

Very truly yours,
ALT & WITZIG ENGINEERING, INC.

Mike Rose
Sr. Project Manager

Enclosures

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

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

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

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

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

COST ESTIMATE

Memorial Island Phase 03 at Columbian Park
Lafayette, Indiana

STAGE, BAND SHELL, & SUPPORT BUILDING

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

TOTAL COST ESTIMATE (Stage, Band Shell, & Support Building) $12,908.50

CITY OF LAFAYETTE, INDIANA

STANDARD TERMS AND CONDITIONS
PROFESSIONAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City or any of its rights herein.

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

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

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

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

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

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

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

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

PROPOSAL ACCEPTANCE AGREEMENT

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

Project Location: Columbian Park, Lafayette, Indiana

Description of Services: Construction Materials Testing & Inspections

Alt & Witzig Proposal # 20I134 Alt & Witzig Project # _____

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

Firm Lafayette Parks & Recreation

Address 20 North 6th Street

City Lafayette State Indiana Zip 47901

Telephone 765. 807.1500 Fax _____

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

PROPERTY OWNER IDENTIFICATION (If other than above)

Name _____

Address _____

City _____ State _____ Zip _____

Telephone ( ) _____ Fax ( ) _____

SPECIAL PROVISIONS _____

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

PROPOSAL ACCEPTED BY: _____
TITLE: _____
DATE ACCEPTED: _____

Approved by the Board of Public Works and Safety on the _____day of

_____, 2020.

_____
Gary Henriott, President

_____
Cindy Murray, member

_____
Norm Childress, member

_____
Ronald Shriner, member

_____
Amy Moulton, member

ATTEST:

_____
Mindy Miller, 1st Deputy Clerk

Date: _____

Lafayette
PARKS & RECREATION

August 11, 2020

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

Dear Board Members:

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

- Performing various quality control inspections and tests during the construction process.

- This scope includes, but is not limited to, foundations, concrete walls, backfill compaction, structural steel inspections, and retaining wall installation observations.

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

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

Sincerely,

Claudine Laufman

Claudine Laufman
Superintendent
Lafayette Parks and Recreation

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

June 12, 2020

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

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

Dear Claudine,

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

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

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

Very truly yours,

ALT & WITZIG ENGINEERING, INC.

Michael T. Ash
Sr. Project Manager

Enclosures

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

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

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

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

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

COST ESTIMATE Revision No. 1

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

BASE BID:

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

ALTERNATE NO. 1:

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

CITY OF LAFAYETTE, INDIANA

STANDARD TERMS AND CONDITIONS
PROFESSIONAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City or any of its rights herein.

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

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

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

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

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

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

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

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

PROPOSAL ACCEPTANCE AGREEMENT

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

Project Location: Columbian Park, Lafayette, Indiana

Description of Services: Construction Materials Testing & Inspections

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

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

Firm Lafayette Parks & Recreation

Address 20 North 6th Street

City Lafayette State Indiana Zip 47901

Telephone 765. 807.1500 Fax _____

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

PROPERTY OWNER IDENTIFICATION (If other than above)

Name _____

Address _____

City _____ State _____ Zip _____

Telephone ( ) _____ Fax ( ) _____

SPECIAL PROVISIONS _____

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

PROPOSAL ACCEPTED BY: _____
TITLE: _____
DATE ACCEPTED: _____

Approved by the Board of Public Works and Safety on the _____day of

_____, 2020.

_____
Gary Henriott, President

_____
Cindy Murray, member

_____
Norm Childress, member

_____
Ronald Shriner, member

_____
Amy Moulton, member

ATTEST:

_____
Mindy Miller, 1st Deputy Clerk

Date: _____

RELEASE OF MORTGAGE

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

Property Address: 1104 Cincinnati Street, Lafayette, Indiana

Dated: August 6, 2020

CITY OF LAFAYETTE
on behalf of the Lafayette Housing Consortium

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

STATE OF INDIANA)
)SS:
COUNTY OF TIPPECANOE)

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

_____
, Notary Public
Resident of County

This instrument prepared by
Ed Chosnek, City Attorney

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

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

APPROVED_____
DATE

_____

_____
PRINTED NAME
PRESIDENT
BOARD OF PUBLIC WORKS AND SAFETY

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

RELEASE OF COVENANT FOR DEED RESTRICTIONS

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

Property Address: 1104 Cincinnati Street, Lafayette, Indiana

Dated: August 6, 2020

CITY OF LAFAYETTE
on behalf of the Lafayette Housing Consortium

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

STATE OF INDIANA)
)SS:
COUNTY OF TIPPECANOE)

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

_____
, Notary Public
Resident of County

This instrument prepared by
Ed Chosnek, City Attorney

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

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

APPROVED _____
DATE

_____

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

_____

PRINTED NAME
PRESIDENT
BOARD OF PUBLIC WORKS AND SAFETY

RELEASE OF MORTGAGE

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

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

Dated: August 6, 2020

CITY OF LAFAYETTE
on behalf of the Lafayette Housing Consortium

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

STATE OF INDIANA)
)SS:
COUNTY OF TIPPECANOE)

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

_____
, Notary Public
Resident of County

This instrument prepared by
Ed Chosnek, City Attorney

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

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

APPROVED_____
DATE

_____

_____
PRINTED NAME
PRESIDENT
BOARD OF PUBLIC WORKS AND SAFETY

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

RELEASE OF COVENANT FOR DEED RESTRICTIONS

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

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

Dated: August 6, 2020

CITY OF LAFAYETTE
on behalf of the Lafayette Housing Consortium

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

STATE OF INDIANA)
)SS:
COUNTY OF TIPPECANOE)

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

_____
, Notary Public
Resident of County

This instrument prepared by
Ed Chosnek, City Attorney

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

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

APPROVED _____
DATE

_____

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

_____

PRINTED NAME
PRESIDENT
BOARD OF PUBLIC WORKS AND SAFETY

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 13 PAGES, AND EXCEPT FOR VOUCHERS NOT ALLOWED AS SHOWN ON THE REGISTER, SUCH VOUCHERS ARE HEREBY ALLOWED IN THE TOTAL AMOUNT OF $641,623.45 DATED THIS DAY OF AUGUST 11, 2020. APPROVED BY STATE BOARD OF ACCOUNTS IN 2000 FOR THE CITY OF LAFAYETTE.

_____ _____

_____ _____

_____ _____

_____ _____

Invoices to be Approved 8/11/2020

Manuals/Wires						
Centier Bank Workman's Comp	$	5,831.80				
Horizon Bank	$	8,901.00				
Chase Bank	$	13,878.39				
Total Invoices			$	28,611.19		
Invoices						
Chase Bank	$	342,756.85				
Horizon Bank	$	270,255.41				
Total Invoices			$	613,012.26		
Grand Total					$	641,623.45

Board List by Voucher

Board: BW081120 8/11/2020

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

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
7696	JWF SPECIALITY COMPANY	07292020	INV	8/11/2020	2,519.26	WORK COMP 7/29/2020
7696	JWF SPECIALITY COMPANY	07222020	INV	8/11/2020	3,312.54	WORK COMP 7/22/2020
			Board Total		**5,831.80**	

Printed By: pking

Board List by Voucher

Board: BW072720 7/27/2020

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

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
7830	THE BANK OF NEW YORK TRUST CO	TRANF 072020	INV	7/27/2020	8,901.00	MONTHLY TRANSFER OF SRF PAYMENTS
			Board Total		**8,901.00**	

Printed By: pking

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Board List by Voucher

Board: BW080520 8/4/2020

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

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
7830	THE BANK OF NEW YORK TRUST CO	JUNE 2020	INV	8/4/2020	13,878.39	JUNE FUEL BUDGETING PROGAM
			Board Total		**13,878.39**	

Printed By: pking

Board List by Voucher

Board: BW081120 8/11/2020

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

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
14371	MAGIC GLASS HOLDINGS LLC	64226	INV	8/11/2020	370.00	REPLACE WINDOW 16-15
1700	LAFAYETTE WAREHOUSE INC	02RG0746	INV	8/11/2020	282.58	AUTO PARTS 421
10144	WEST SIDE TRACTOR SALES CO	T85397	INV	8/11/2020	67.65	AUTO PARTS STOCK
30	ACE FIRE EXTINGUISHER CORP	103974	INV	8/11/2020	207.80	ANNUAL FIRE EXTINGUISHER SERVICE CITY HALL
30	ACE FIRE EXTINGUISHER CORP	103975	INV	8/11/2020	52.10	ANNUAL FIRE EXTINGUISHER SERVICE RIEHLE PLAZA
790	DEFOUW CHEVROLET INC	5025988	INV	8/11/2020	82.85	AUTO PARTS 5-164
1700	LAFAYETTE WAREHOUSE INC	02RG0751	INV	8/11/2020	2.89	AUTO PARTS STOCK
1509	JIM'S GARAGE INC	522629	INV	8/11/2020	30.00	FLAT TIRE SERVICE 16-6
1700	LAFAYETTE WAREHOUSE INC	02RG0750	INV	8/11/2020	277.77	AUTO PARTS STOCK
1700	LAFAYETTE WAREHOUSE INC	02RG2699	INV	8/11/2020	142.62	AUTO PARTS STOCK
1647	KIRBY RISK CORPORATION	S111031847.001	INV	8/11/2020	210.80	AUTO PARTS STOCK
7977	R.N.O.W. INC	2020-58244	INV	8/11/2020	273.76	AUTO PARTS STOCK
12039	D&D NAPA INC	738188	INV	8/11/2020	14.97	AUTO PARTS 705
1700	LAFAYETTE WAREHOUSE INC	02RG4488	INV	8/11/2020	36.59	AUTO PARTS 18148
1700	LAFAYETTE WAREHOUSE INC	02RG4398	INV	8/11/2020	77.99	AUTO PARTS STOCK
2658	MIKE RAISOR FORD INC	5018682	INV	8/11/2020	13.62	AUTO PARTS
2658	MIKE RAISOR FORD INC	5018685	CRM	8/11/2020	-13.62	CREDIT
12039	D&D NAPA INC	738245	INV	8/11/2020	15.80	AUTO PARTS 488
10144	WEST SIDE TRACTOR SALES CO	T85471	INV	8/11/2020	18.95	AUTO PARTS 6000
10144	WEST SIDE TRACTOR SALES CO	T85486	INV	8/11/2020	13.99	AUTO PARTS FD95

Printed By: pking

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Board List by Voucher

Board: BW081120 8/11/2020

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

10144	WEST SIDE TRACTOR SALES CO	T85487	INV	8/11/2020	53.95	AUTO PARTS 1440
10096	POMP'S TIRE SERVICE INC	910112285	INV	8/11/2020	130.00	AUTO PARTS 3000
2770	ROWE TRUCK EQUIPMENT INC	291570	INV	8/11/2020	14.99	AUTO PARTS STOCK
1700	LAFAYETTE WAREHOUSE INC	02RG5230	CRM	8/11/2020	-8.00	CREDIT
1700	LAFAYETTE WAREHOUSE INC	02RG5383	INV	8/11/2020	50.92	AUTO PARTS STOCK
10144	WEST SIDE TRACTOR SALES CO	T85492	CRM	8/11/2020	-10.49	CREDIT
2770	ROWE TRUCK EQUIPMENT INC	291606	INV	8/11/2020	156.92	AUTO PARTS 16122
30	ACE FIRE EXTINGUISHER CORP	104028	INV	8/11/2020	41.00	FLEET ANNUAL INSPECTION OF FIRE EXTINGUISHERS
1700	LAFAYETTE WAREHOUSE INC	02RG5384	INV	8/11/2020	43.08	AUTO PARTS STOCK
10096	POMP'S TIRE SERVICE INC	910112235	INV	8/11/2020	301.86	TIRES 6973
30	ACE FIRE EXTINGUISHER CORP	104027	INV	8/11/2020	286.50	AUTO PARTS STOCK
2770	ROWE TRUCK EQUIPMENT INC	291617	INV	8/11/2020	54.48	AUTO PARTS FD95
2770	ROWE TRUCK EQUIPMENT INC	291640	INV	8/11/2020	1.95	AUTO PARTS FD95
1700	LAFAYETTE WAREHOUSE INC	02RG6209	INV	8/11/2020	7.72	AUTO PARTS STOCK
1700	LAFAYETTE WAREHOUSE INC	02RG5426	INV	8/11/2020	61.59	AUTO PARTS
1700	LAFAYETTE WAREHOUSE INC	02RG6208	INV	8/11/2020	90.05	AUTO PARTS STOCK
1700	LAFAYETTE WAREHOUSE INC	02RG6344	CRM	8/11/2020	-61.59	CREDIT
1700	LAFAYETTE WAREHOUSE INC	02RG6257	INV	8/11/2020	94.30	AUTO PARTS STOCK
1700	LAFAYETTE WAREHOUSE INC	02RG6258	INV	8/11/2020	188.60	AUTO PARTS STOCK
1700	LAFAYETTE WAREHOUSE INC	02RG6260	INV	8/11/2020	28.20	AUTO PARTS 2182
1700	LAFAYETTE WAREHOUSE INC	02RG6294	INV	8/11/2020	56.88	AUTO PARTS 421

Board List by Voucher

Board: BW081120 8/11/2020

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

12028	LOWER GREAT LAKES KENWORTH	LAFIN725006	INV	8/11/2020	12.46	AUTO PARTS FD95
10144	WEST SIDE TRACTOR SALES CO	T85518	INV	8/11/2020	50.48	AUTO PARTS STOCK
1700	LAFAYETTE WAREHOUSE INC	02RG6631	INV	8/11/2020	250.68	AUTO PARTS 14125
1700	LAFAYETTE WAREHOUSE INC	02RG6887	INV	8/11/2020	266.48	AUTO PARTS 14125
7080	NEWTON OIL COMPANY INC	089809	INV	8/11/2020	13,479.27	FUEL
7499	PRIMUS ELECTRONICS CORPORATION	955545	INV	8/11/2020	133.63	AUTO PARTS STOCK
10096	POMP'S TIRE SERVICE INC	910111972	INV	8/11/2020	32.50	TIRE DISPOSAL
1700	LAFAYETTE WAREHOUSE INC	02RG7895	INV	8/11/2020	4.73	AUTO PARTS STOCK
1700	LAFAYETTE WAREHOUSE INC	02RG7893	INV	8/11/2020	175.82	AUTO PARTS STOCK
14136	JX ENTERPRISES INC	3232395P	INV	8/11/2020	257.94	AUTO PARTS STOCK
10096	POMP'S TIRE SERVICE INC	910112342	INV	8/11/2020	17.50	TIRE DISPOSAL
1780	LAFAYETTE HARDWARE INC	3157596	INV	8/11/2020	10.17	AUTO PARTS STOCK
1780	LAFAYETTE HARDWARE INC	3157591	INV	8/11/2020	5.23	AUTO PARTS 31111
10723	SYSTEM TROUBLESHOOTING AUTOMATION & REPAIR	14134	INV	8/11/2020	200.48	AUTO PARTS 15142
1780	LAFAYETTE HARDWARE INC	3157703	INV	8/11/2020	27.50	AUTO PARTS STOCK
1700	LAFAYETTE WAREHOUSE INC	02RG7193	INV	8/11/2020	314.64	AUTO PARTS 421
1780	LAFAYETTE HARDWARE INC	3157592	INV	8/11/2020	27.00	AUTO PARTS STOCK
1237	GREENSCHEMES INC	07-20-708	INV	8/11/2020	171.00	CITY HALL PLANT CARE
12727	T-N-T TREE SERVICE LLC	6-3101	INV	8/11/2020	6,275.00	TREE REMOVAL - MULTIPLE LOCATIONS
8681	CINTAS CORPORATION NO 2	4056079654	INV	8/11/2020	128.82	RUGS FOR TC & RECRUIT UNIFORMS
8391	STUART & BRANIGIN LLP	131489	INV	8/11/2020	200.00	LEGAL SERVICES FOR FIRE

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Board List by Voucher

Board: BW081120 8/11/2020

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

2240	MULHAUPT'S INC	730278	INV	8/11/2020	22,650.00	CITY HALL DOOR HARDWARE UPGRADE COVID-EXPS
8681	CINTAS CORPORATION NO 2	4056085425	INV	8/11/2020	32.77	UNIFORM RENTAL FACILITIES
8681	CINTAS CORPORATION NO 2	4054677072	INV	8/11/2020	166.25	UNIFORMS/SUPPPLIES SANITATION
13194	KENNETH COBURN	2003	INV	8/11/2020	640.00	LARGE LOT MOWING-S 9TH ST
13194	KENNETH COBURN	2009	INV	8/11/2020	1,360.00	LARGE LOT MOWING-ELSTON/OLD ROMNEY
13109	VANDAME OUTDOOR MAINTENANCE	4411	INV	8/11/2020	720.20	LARGE LOT MOWING-ELSTON ROAD
2145	MILESTONE CONTRACTORS LP	132594	INV	8/11/2020	3,672.42	9.5 SURFACE
2145	MILESTONE CONTRACTORS LP	132848	INV	8/11/2020	3,259.58	9.5 SURFACE
8681	CINTAS CORPORATION NO 2	4056085441	INV	8/11/2020	287.07	UNIFORMS/SUPPLIES STREET
8681	CINTAS CORPORATION NO 2	4056085415	INV	8/11/2020	166.25	UNIFORMS/SUPPPLIES SANITATION
8681	CINTAS CORPORATION NO 2	4055401721	INV	8/11/2020	287.07	UNIFORMS/SUPPPLIES STREET
8681	CINTAS CORPORATION NO 2	4055401727	INV	8/11/2020	166.25	UNIFORMS/SUPPPLIES SANITATION
6900	OFFICE DEPOT INC	106475201001	INV	8/11/2020	41.97	OFFICE SUPPLIES FIRE
10242	PPG ARCHITECTURAL FINISHES INC	930302139123	INV	8/11/2020	131.95	BLUE PAINT FOR HANDICAP SPOTS
6900	OFFICE DEPOT INC	103614705001	INV	8/11/2020	114.95	OFFICE SUPPLIES CONTROLLERS
6900	OFFICE DEPOT INC	103811484001	INV	8/11/2020	20.99	OFFICE SUPPLIES CONTROLLERS
16222	SHRED-IT US JV LLC	8180063110	INV	8/11/2020	78.69	SHREDDING SERVICES
16895	JOSEPH ZACHAREK	080320-081420	INV	8/11/2020	360.00	NILEA PER DIEM
16896	CLINTON PLAKE	080320-081420	INV	8/11/2020	360.00	NILEA PER DIEM
16897	MASON BISHOP	080320-081420	INV	8/11/2020	360.00	NILEA PER DIEM
16898	KEITH EARNEST	080320-081420	INV	8/11/2020	360.00	NILEA PER DIEM

Board List by Voucher

Board: BW081120 8/11/2020

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

14528	SCOTT WEALING	LPD#14	INV	8/11/2020	1,125.00	ALECC TRAINING 5 OFFICERS
12179	PETSMART INC 508	8770050810107 162020	INV	8/11/2020	56.99	DOG FOOD-LEROUX
8391	STUART & BRANIGIN LLP	131479	INV	8/11/2020	200.00	LEGAL SERVICES LPD
13179	R & K ENTERPRISES LLC	24964	INV	8/11/2020	63.74	AUTO PARTS 6994
1630	KIESLER POLICE SUPPLY INC	IN140403	INV	8/11/2020	1,149.25	FIREARMS
10658	DR ELIZABETH M HOLMES DVM	529008	INV	8/11/2020	185.00	K9 BOARDING-JOERI & KILO
14111	VCA ANIMAL HOSPITALS INC	280368655	INV	8/11/2020	155.70	K9 MEDICAL EXPENSES-ROY
13179	R & K ENTERPRISES LLC	24952	INV	8/11/2020	23.63	AUTO PARTS 6964
13179	R & K ENTERPRISES LLC	24965	INV	8/11/2020	63.74	AUTO PARTS 6996
10242	PPG ARCHITECTURAL FINISHES INC	930302139189	INV	8/11/2020	131.95	BLUE PAINT FOR PARKING LOTS
2240	MULHAUPT'S INC	728079	INV	8/11/2020	500.00	LONG CENTER ANNUAL FIRE ALARM
2164	KONE INC	1158009901	INV	8/11/2020	535.60	DEPOT ELEVATOR REPAIR
2164	KONE INC	1158009902	INV	8/11/2020	581.12	DEPOT ELEVATOR REPAIR
2164	KONE INC	1158009903	INV	8/11/2020	413.88	DEPOT ELEVATOR REPAIR
1925	LAWN AND SHRUB INC	613979	INV	8/11/2020	85.00	JUROR'S PARKING LOT IRRIGATION
1784	LAFAYETTE HOUSING AUTHORITY	2020-23	INV	8/11/2020	585.00	#1326C ADMIN EXP JUNE 2020
1784	LAFAYETTE HOUSING AUTHORITY	2020-24	INV	8/11/2020	1,051.41	#1326C ADMIN EXP PY19 JUL 2019 - JUN 2020
1784	LAFAYETTE HOUSING AUTHORITY	2020-25	INV	8/11/2020	588.09	#1328H ADMIN EXP PY19 JUL 2019 - JUN 2020
6773	CITY OF WEST LAFAYETTE	APRIL-JUNE2020DTF	INV	8/11/2020	1,137.24	DTF OT REIMBURSEMENT
3209	TIPPECANOE COUNTY GOVERNMENT	APRIL-JUNE2020DTF	INV	8/11/2020	1,586.12	DTF OT REIMBURSEMENT
2658	MIKE RAISOR FORD INC	F00688	INV	8/11/2020	17,866.00	20-13 2020 FORD FUSION 238640

Board List by Voucher

Board: BW081120 8/11/2020

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

2658	MIKE RAISOR FORD INC	F00715	INV	8/11/2020	17,866.00	20-14 2020 FORD FUSION 238632
16301	STREETSCAN INC	10378	INV	8/11/2020	57,754.00	PAVEMENT CONDITION ANALYSIS-YEAR 2
16736	ROBERT MAY	CDBG-COVID19 073120	INV	8/11/2020	3,500.00	CDBG EMERGENCY SMALL BUSINESS ASSISTANCE PROGRAM-2
16834	CHRISTOPHER S ADAMS	CDBG-COVID19 073120	INV	8/11/2020	5,000.00	CDBG EMERGENCY SMALL BUSINESS ASSISTANCE PROGRAM-2
6811	CITY OF LAFAYETTE	08072020	INV	8/11/2020	137,930.00	#1339C MCALLISTER PLAYGROUND SURFACE
12788	US BANK NATIONAL ASSOCIATION	3229 0520	INV	8/11/2020	115.72	MAYOR'S CREDIT CARD
11013	TYLER TECHNOLOGIES INC	045-308739	INV	8/11/2020	160.00	EXECUTIME TIME ADVANCED SCHEDULING SERVICES
9198	COMCAST CABLE COMMUNICATIONS INC	8529202440370 7880820	INV	8/11/2020	17.46	MONTHLY SERVICE 08/20
15725	LOW COST SPAY NEUTER CLINIC INC	APRIL2020	INV	8/11/2020	4,750.00	AGREEMENT APRIL 2020
15725	LOW COST SPAY NEUTER CLINIC INC	MAY2020	INV	8/11/2020	4,750.00	AGREEMENT MAY 2020
15725	LOW COST SPAY NEUTER CLINIC INC	JUNE2020	INV	8/11/2020	4,750.00	AGREEMENT JUNE 2020
15725	LOW COST SPAY NEUTER CLINIC INC	JULY2020	INV	8/11/2020	4,750.00	AGREEMENT JULY 2020
15725	LOW COST SPAY NEUTER CLINIC INC	AUGUST2020	INV	8/11/2020	4,750.00	AGREEMENT AUGUST 2020
9844	HD SUPPLY FACILITIES MAINTENANCE LTD	242841	INV	8/11/2020	2,269.58	COVID SUPPLIES FOR WAREHOUSE
9844	HD SUPPLY FACILITIES MAINTENANCE LTD	241154	INV	8/11/2020	1,188.68	COVID SUPPLIES FOR WAREHOUSE
9844	HD SUPPLY FACILITIES MAINTENANCE LTD	241156	INV	8/11/2020	1,661.63	COVID SUPPLIES FOR WAREHOUSE

Board List by Voucher

Board: BW081120 8/11/2020

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

9844	HD SUPPLY FACILITIES MAINTENANCE LTD	242568	INV	8/11/2020	1,707.31	COVID SUPPLIES FOR WAREHOUSE
9844	HD SUPPLY FACILITIES MAINTENANCE LTD	241155	INV	8/11/2020	712.25	COVID SUPPLIES FOR WAREHOUSE
			Board Total		**342,756.85**	

Board List by Voucher

Board: BW081120 8/11/2020

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

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
7445	FIRST MERCHANTS BANK	SEWER2008-20	INV	8/11/2020	1,200.00	ANNUAL ADMIN FEE FOR SEWER 2008
7445	FIRST MERCHANTS BANK	SEWER2016-20	INV	8/11/2020	2,000.00	BOND ADMIN FEE FOR SEWER REF 2016 BOND
6957	CHRISTOPHER B BURKE ENGINEERING LLC	19459	INV	8/11/2020	1,537.50	PRIVATE DEV REVIEW SERVICES-ANVIL 38 PLANNED DEVEL
6957	CHRISTOPHER B BURKE ENGINEERING LLC	19460	INV	8/11/2020	1,572.50	PRIVATE DEV REVIEW SERVICES-CREW CAR WASH
6957	CHRISTOPHER B BURKE ENGINEERING LLC	19461	INV	8/11/2020	1,745.00	PRIVATE DEV REVIEW SERVICES-SIA TRANSMISSION FACIL
6957	CHRISTOPHER B BURKE ENGINEERING LLC	19462	INV	8/11/2020	2,458.75	PRIVATE DEV REVIEW SERVICES-A STORAGE INN
8681	CINTAS CORPORATION NO 2	4056085309	INV	8/11/2020	65.35	UNIFORMS - RENEW
8681	CINTAS CORPORATION NO 2	4056085524	INV	8/11/2020	280.87	UNIFORMS - RENEW
14686	WATERLOGIC USA INC	133888	INV	8/11/2020	179.00	SERVICE AGREEMENT ON WATER DISPENSERS
16493	WASTE MANAGEMENT OF INDIANA LLC	7932113-0023-1	INV	8/11/2020	4,783.20	DISPOSAL OF STREET SWEEPINGS
150	B L ANDERSON CO INC	P-9757	INV	8/11/2020	178.00	GREENBRIAR LS PUMP #2 REPAIR
16631	ALLIED WHOLESALE ELECTRICAL SUPPLY INC	5578467	INV	8/11/2020	29,725.00	PM ON WWTP SWITCHGEARS
247	BBC PUMP AND EQUIPMENT COMPANY INC	30061520	INV	8/11/2020	558.42	ALARM ANTENNA'S 9TH ST STORM & PRAIRIE OAKS LS
247	BBC PUMP AND EQUIPMENT COMPANY INC	30058706	CRM	8/11/2020	-299.00	RETURNED OMNISITE RADIO UPGRADE KIT PO 1900482
150	B L ANDERSON CO INC	P-9767	INV	8/11/2020	1,729.00	O RINGS TO PM AERATION TANKS
16447	BLACK HORSE ENTERPRISES LLC	588	INV	8/11/2020	355.00	PRINT DEPARTMENT ENVELOPES
6957	CHRISTOPHER B BURKE ENGINEERING LLC	19495	INV	8/11/2020	4,475.78	SW2 LAFAYETTE

Board List by Voucher

Board: BW081120 8/11/2020

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

9024	BRENNTAG MID-SOUTH INC	BMS630859	INV	8/11/2020	3,234.25	BLEACH FOR TREATMENT
9024	BRENNTAG MID-SOUTH INC	BMS635601	INV	8/11/2020	3,208.48	BLEACH FOR TREATMENT
890	EVERETT J PRESCOTT INC	5726643	INV	8/11/2020	495.00	SDR 35 FITTINGS
13140	G&F SOUTHEAST DISTRIBUTORS INC	14749	INV	8/11/2020	3,917.61	CABLE AND FITTING TO REPAIR STORMWATER PARK FENCE
9513	PVS CHEMICAL SOLUTIONS INC	512269	INV	8/11/2020	3,447.89	BISULFITE FOR TREATMENT
16613	PVS TECHNOLOGIES INC	272906	INV	8/11/2020	4,970.72	FERRIC FOR TREATMENT
16613	PVS TECHNOLOGIES INC	273082	INV	8/11/2020	4,975.14	FERRIC FOR TREATMENT
16613	PVS TECHNOLOGIES INC	273200	INV	8/11/2020	4,975.14	FERRIC FOR TREATMENT
5354	OUTDOOR HOME SERVICES HOLDINGS LLC	124849490	INV	8/11/2020	124.29	LAWN TREATMENT ACROSS FROM 117 S 2ND STREET
7543	US AGGREGATES INC	12003665	INV	8/11/2020	245.03	#12 STONE FOR PERVIOUS PAVER MAINTENANCE
9844	HD SUPPLY FACILITIES MAINTENANCE LTD	298258	INV	8/11/2020	417.52	LAB SUPPLIES
6900	OFFICE DEPOT INC	486399703001	INV	8/11/2020	59.97	OFFICE SUPPLIES
15688	AIRGAS INC	9103187489	INV	8/11/2020	7.85	RAINSUIT PPE SAFETY
15688	AIRGAS INC	9103203397	INV	8/11/2020	371.79	RAINSUITS, HARD HATS, EAR PLUGS, SAFETY GLASSES
15688	AIRGAS INC	9103203398	INV	8/11/2020	85.61	RAINSUITS, SAFETY GLASSES, POISON IVY CLEANSER
7606	GPE CONTROLS INC AN L&J TECHNOLOGIES COMPANY	163322	INV	8/11/2020	700.00	DIAPHRAGM TO REPAIR DIGESTER GAS REGULATOR
1387	HUSTON ELECTRIC INC	W38515	INV	8/11/2020	487.79	TROUBLESHOOT AND REPAIR HICKORY HILLS GENERATOR
6900	OFFICE DEPOT INC	104135803002	INV	8/11/2020	10.86	OFFICE SUPPLIES
6900	OFFICE DEPOT INC	104135811001	INV	8/11/2020	25.95	OFFICE SUPPLEIS

Board List by Voucher

Board: BW081120 8/11/2020

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

8041	WATER SOLUTIONS UNLIMITED INC	37209	INV	8/11/2020	14,640.00	WATER TREATMENT
3360	NUGENT INC	1328444	INV	8/11/2020	175.59	TAP MACHINE REPAIR PARTS
6245	ENVIRONMENTAL LABORATORIES INC	20315261	INV	8/11/2020	225.00	BACTERIA SAMPLING
2145	MILESTONE CONTRACTORS LP	132845	INV	8/11/2020	428.28	BASE STREET REPAIRS
8681	CINTAS CORPORATION NO 2	4056085769	INV	8/11/2020	134.11	UNIFORMS WWPL
13520	JOSEPH M SMITH	249232732	INV	8/11/2020	35.00	CDL LICENSE REIMBURSEMENT
6957	CHRISTOPHER B BURKE ENGINEERING LLC	19466	INV	8/11/2020	12,929.50	LOWER ELLIOTT DITCH PHASE 2
6957	CHRISTOPHER B BURKE ENGINEERING LLC	19470	INV	8/11/2020	15,060.89	VINTON WOODS DRAINAGE PROJECT-STUDY
6957	CHRISTOPHER B BURKE ENGINEERING LLC	19457	INV	8/11/2020	31,904.50	SERVICE AREA 21 WATER/SEWER EXTENSION-CON INSPECT
14330	VS ENGINEERING INC	406808	INV	8/11/2020	11,899.00	9TH & KOSSUTH/CENTRAL & 18TH-DRAINAGE IMPROVEMEN
14330	VS ENGINEERING INC	430203	INV	8/11/2020	4,032.00	BRADY LANE DRAINAGE IMPROVEMENTS-STUDY
1232	GREELEY AND HANSEN LLC	INV-0000630653	INV	8/11/2020	75,429.41	CSO LONG TERM CONTROL PLAN PHASE II-C PEARL RIVER
1450	VECTREN ENERGY DELIVERY	1000022772	INV	8/11/2020	18,806.87	E 200 N MAIN EXTENSION-SERVICE AREA 21
8264	OLD NATIONAL BANK	5011709	INV	8/11/2020	250.00	ANNUAL ADMIN FEE SEWER 2014 BOND (DURKEE'S RUN 2)
			Board Total		**270,255.41**	

CITY OF LAFAYETTE

SPECIAL EVENT - PUBLIC PROPERTY USER APPLICATION & AGREEMENT

DO NOT USE FOR
* Contractor vehicle permit
OR
* Single Day Temporary Parking Restriction Request

DIRECTIONS

Step One:

- If this request involves closing a street
  Contact Lafayette Police – Special Operations Division / 765-807-1272
- If this request involves renting the Big Four Depot - Community Room, Riehle Plaza, or John T. Myers Pedestrian Bridge
  Contact Facilities Department for availability / 765-807-1323

Step Two:

- Complete and submit this application to Lafayette Clerk's Office
  City Hall, 2nd floor, 20 N 6th Street, Lafayette, IN / 765-807-1021

User Information

Date of Event: See attached Time: From: _____ am/pm to: _____ am/pm

Name: Steve Bultinck Organization: Friends of Downtown

Street Address: 512 Main St.

City: Lafayette State: IN Zip Code: 47901

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

Email: Stephen.Bultinck@secfedbank.com

Event Description: Downtown Outdoor Dining

Caterer: _____ Caterer's Phone Number: _____

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

☐ Big 4 Depot - Community Room ☐ Riehle Plaza ☐ John T. Myers Bridge

☒ City Right-of-way ☒ City Street ☐ Sidewalk ☐ Other _____

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

Estimated Attendance: _____ ☐ Private Trash Hauler (must be removed by 8am following day)

☒ Street/Sidewalk/Right-of-way restriction or closure ☐ Food or Beverages

☐ Restroom Facilities (required for events 4+ hours) ☐ Tents/Canopies

☐ Alcohol (security is required) ☐ Security (required when serving alcohol)

Not sure if you need an A&E Permit? Go to:
http://www.in.gov/dhs/2795.htm

☐ Amusement & Entertainment Permit #_____

☐ Stage ☐ Fireworks ☐ Outdoor cooker/grill ☐ Other _____

Optional Equipment & Services:

- [x] Traffic Control: barricades, ***No Parking*** signs, water barriers, ***Road Closed*** Signs $25
- [ ] City Equipment: Trash totes, picnic tables, other $25

Timetable *(Minimum # of days. Advanced planning is encouraged; sequence remains the same)*

0	7 days		14 days	21 days			42 days
	Pre-planning		Notices	Event Preparation			Event
Begin	1st week	2nd week	3rd week	4th week	5th week	6th week	
	First contact	Submit Application Pre-event Meeting	Contact Neighbors prior to Board of Works Hearing	Board of Works Public Hearing & Approval			Date of Event

Application submittal checklist

- [x] Application
- [ ] Pre-event meeting (if required)
- [ ] Good Neighbor letter to neighboring properties (send out prior to Board of Works hearing)
- [ ] Letter of request to Board of Works (omit if only using Big Four Depot community room)
- [ ] Receipt – payment made to City of Lafayette
  - Damage Deposit: $ _____ (required only when renting Depot)
  - Permit Fee: $_____ (fee waived when renting Depot)
  - Rental Fee: $ _____
  - Equipment & Services: $ _____ (optional)
- [ ] Certificate of Insurance
- [ ] Amusement & Entertainment Permit # _____

  Not sure if you need an A&E Permit? Want more information? Go to: http://www.in.gov/dhs/2795.htm and see definition of A&E Permit in **Rule and Regulations** instructions found at the same link as the **Special Event Application**
- [ ] Traffic Control / Public Safety / Emergency Plan
- [x] User Agreement
- [ ] Board of Public Works and Safety meeting (if required)

USER AGREEMENT:

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

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

"Lafayette Board of Works"

By: _____

"User"

By: _____
Signature

Printed: Dennis Carson

Date: 8/6/20

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

Mindy Miller

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

Cindy,

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

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

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

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

Dennis Carson
Director, Economic Development
phone 765.807.1090 | direct 765.807.1093
address 515 Columbia St., Lafayette IN 47901

Cindy Murray

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

Importance: High

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

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

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

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

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

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

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

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

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

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

I'll contact the owners of Chase Plaza.