



Board of Public Works and Safety
Lafayette City Hall, Council Chambers
Caucus is Cancelled

Meeting: January 13, 2026

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

- a. January 6, 2026

Documents:

[01062026.pdf](#)

BIDS UNDER ADVISEMENT

- a. 2025 Sewer Rehabilitation Project

NEW BUSINESS

Engineering

- a. Recommendation For Award-Lafayette Steele Site Road Construction And Intersection Improvement

Documents:

[Recommendation for Award-Lafayette Steele Site.pdf](#)

- b. Contract-Lafayette Steele Site Road Construction And Intersection Improvement

Documents:

[Contract-Lafayette Steele Site.pdf](#)

- c. Notice To Proceed-Lafayette Steele Site Road Construction And Intersection Improvement

Documents:

[Notice to Proceed-Lafayette Steele Site.pdf](#)

Purchasing

- a. Recommendation For Award-Sodium Bisulfite, Hydrochloric Acid, Buffered Muriatic Acid, Ferric Chloride, Ammonium Sulfate (Dry), Sodium Fluoride, And Sodium Chloride (Salt)

Documents:

Lafayette Housing Authority

- a. Agreement Between Lafayette Housing Consortium And Habitat For Humanity Of Lafayette 2025 #1- 1412 Morton Street

Documents:

[Habitat 2025 1 - 1412 Morton.pdf](#)

Water Works

- a. Agreement With Wessler Engineering For On-Call Waterworks Engineering Services

Documents:

[Agreement with Wessler Eng for On Call Waterworks Engineering Services.pdf](#)

- b. Task Order #1-On-Call Waterworks Engineering Services With Wessler Engineering

Documents:

[Task Order 1-Water on Call Agreement with Wessler Engineering.pdf](#)

- c. Amendment #1-Lead Service Line Replacement, Phase 1 With Wessler Engineering

Documents:

[Amendment 1-Lead Service Line Replacements.pdf](#)

CLAIMS

A list of all permits issued for the preceding month is available at <https://lafayette.in.gov/DocumentCenter/Index/377>

Livestream and archived copies are available on the City's Agenda Center, <https://lafayette.in.gov/AgendaCenter> or the City's YouTube channel <https://www.youtube.com/@CityofLafayetteIN>

Board of Public Works and Safety Members (Mayoral Appointments):

1. Gary Henriott-Current Term 1/1/2004-Present
2. Cindy Murray-Current Term 1/1/2004-Present
3. Amy Moulton-Current Term 7/6/2018-Present
4. Eric Rody-Current Term 5/23/2023-Present
5. Ronald Shriner-Current Term 1/1/2008-Present

**BOARD OF PUBLIC WORKS AND SAFETY
MINUTES
January 6, 2026**

Regular Session:

The Board of Public Works and Safety met in regular session on Tuesday, January 6, 2026 at 9:00 a.m. in the Common Council Chambers. Members present were: Gary Henriott, Cindy Murray, Amy Moulton, Eric Rody and Ron Shriner.

Jacque Chosnek, City Attorney, was 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 December 16, 2025 regular meeting. Mr. Rody seconded. Passed.

ELECTION OF OFFICERS

Mrs. Murray moved to nominate Gary Henriott as 2026 Board of Public Works and Safety President. Mrs. Moulton seconded. Motion Carried.

BID OPENING

2025 Sewer Rehabilitation Project

This being the time set to open bids for the Board of Public Works and Safety for the 2025 Sewer Rehabilitation Project the following bids were received and opened:

Insituform Technologies USA, LLC
Chesterfield, Missouri

Base Bid: \$1,097,543.08

Inliner Solutions, LLC
Orleans, Indiana

Base Bid: \$834,968.00

Visu-Sewer, LLC
Pewaukee, Wisconsin

Base Bid: \$1,555,130.00

SAK Construction, LLC
O'Fallon, Missouri

Base Bid: \$1,049,366.50

SLB Pipe Solutions, LLC

Bedford, Indiana

Base Bid: \$1,180,152.00

Mr. Shriner moved to take the bids under advisement for further review. Mrs. Murray seconded. Passed.

Sodium Bisulfite, Hydrochloric Acid, Buffered Muriatic Acid, Ferric Chloride, Ammonium Sulfate (Dry), Sodium Fluoride, and Sodium Chloride (Salt)

This being the time set to open bids for the Board of Public Works and Safety for the Sodium Bisulfite, Hydrochloric Acid, Buffered Muriatic Acid, Ferric Chloride, Ammonium Sulfate (Dry), Sodium Fluoride, and Sodium Chloride (Salt) the following bids were received and opened:

PVS Technologies Inc

Detroit, Michigan

Ferric Chloride: \$2.148 per gallon

Water Solutions Unlimited

Camby, Indiana

Hydrochloric Acid: \$302.50 per drum
Buffered Muriatic Acid: \$135.00 per 15-gal drum
Buffered Muriatic Acid: \$385.00 per 55-gal drum
Ammonium Sulfate: \$0.67 per pound
Sodium Fluoride: \$1.68 per pound

Brenntag Mid-South

Indianapolis, Indiana

Sodium Hypochlorite: \$1.635 per gallon
Sodium Bisulfite: \$1.693 per gallon
Hydrochloric Acid: \$179.50 per drum
Sodium Chloride: \$365.00 per ton
Sodium Fluoride: \$1.729 per pound

Pencco, Inc

San Felipe, Texas

No Bid Letter

Rowell Chemical Corp.

Hinsdale, Illinois

No Bid Letter

PVS Chemical Solutions, Inc

Detroit, Michigan

Sodium Bisulfite: \$1.80 per gallon

Alexander Chemicals

LaPorte, Indiana

Sodium Bisulfite: \$1.99 per gallon

Kemira Water Solutions

Lawrence, Kansas

Ferric Chloride: \$2.14 per gallon

Bellrock Chemical

Westbury, New York

Sodium Fluoride: \$1.585 per pound for 1 pallet

Sodium Fluoride: \$1.535 per pound for 2 pallets

Brenntag Mid-South

Indianapolis, Indiana

Sodium Bisulfite: \$1.8730 per gallon

Hydrochloric Acid: \$178.00 per drum

Sodium Chloride: \$364.70 per ton

Sodium Fluoride: \$2.40 per pound

Mr. Rody moved to take the bids under advisement for further review. Mrs. Murray seconded. Passed.

BIDS UNDER ADVISEMENT

Lafayette Steele Site Road Construction and Intersection Improvements

President Henriott stated that this will remain under advisement.

NEW BUSINESS

Controller

Resolution 01-2026 A Resolution Approving the Detail of the 2026 Water and Renew (Wastewater) Department Budgets

Jeremy Diehl, Controller, presented to the Board and recommended approval of Resolution 01-2026 A Resolution Approving the Detail of the 2026 Water and Renew (Wastewater) Department Budgets. Mr. Diehl gave a brief explanation of the overall utility budget for each of the operating funds. Mr. Diehl stated the key element of the resolution is the 3% pay increase for employees. Mr. Diehl stated that the insurance health costs for 2026 will remain unchanged. Discussion ensued and Mr. Diehl answered questions from the Board. Mr. Rody moved for approval. Mr. Shriner seconded. Passed.

Water Works

Amendment #3-Glick Wellfield Improvements

Steve Moore, Water Works Superintendent, presented to the Board and recommended approval of Amendment #3 for the Glick Wellfield Improvements with Wessler Engineering. Mr. Moore stated that the change order is an increase in the amount of \$10,000.00 which brings the revised contract amount to \$370,900.00. The change order includes additional construction administration and resident project representative time necessary to achieve final completion of the project. Mrs. Murray moved for approval. Mr. Rody seconded. Passed.

Purchasing

Contract Renewal-2025 Fuel Contract with Newton Oil

Dave Payne, Purchasing Director, presented to the Board and recommended approval of a Contract Renewal for the 2026 Fuel Contract with Newton Oil. Mr. Payne stated that Newton Oil Company has offered to renew the 2025 contract (original 2007 contract) for Gasoline, Diesel, Bio-Diesel and Ethanol Fuels for the calendar year 2026. Mr. Payne stated that Newton Oil will provide guaranteed same day delivery in most instances or, on deliveries made beyond the date of the order, they honor the rack price from date of order or the rack price on date of delivery. Mr. Shriner moved for approval. Mrs. Moulton seconded. Passed.

Contract Renewal-Sodium Hypochlorite

Mr. Payne presented to the Board and recommended approval of a Contract Renewal of the Sodium Hypochlorite with JCI Jones Chemical in the amount of \$1.62 per gallon. Mr. Payne stated that this product is used by Lafayette Renew, Waterworks, and the West Lafayette Water Resource Recovery Facility. Mr. Payne stated that the current contract expires on March 9, 2026. This contract renewal would extend the expiration date to March 9, 2027. All pricing, terms and conditions would remain the same. Mrs. Moulton moved for approval. Mrs. Murray seconded. Passed.

CLAIMS

Mr. Diehl presented for Board approval of Claims in the amount of \$4,246,441.23. President Henriott asked if there were any further questions and there were none. Mr. Rody moved for approval. Mr. Shriner seconded. Passed.

Time: 9:30 a.m.

BOARD OF PUBLIC WORKS AND SAFETY

Gary Henriott s/s

President

ATTEST: Mindy Miller Riehle s/s

Mindy Miller Riehle, 1st Deputy Clerk

Minutes written by Mindy Miller Riehle, 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>

Notice of Award

Dated January 13, 2026

Project: Lafayette Steele Site Road Construction and Intersection Improvement	Owner: City of Lafayette	Owner's Contract No.:
Contract:		Engineer's Project No.: N/A
Bidder: Rieth-Riley Construction Co., Inc.		
Bidder's Address: 3425 O'Farrel Road Lafayette, IN 47905		

You are notified that your Bid dated 12/16/2025 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Lafayette Steele Site Road Construction and Intersection Improvement

The Contract Price of your Contract is Two Million Six-Hundred Thirty-Six Thousand Eight-Hundred Fourteen and 78/100 Dollars (\$2,636,814.78).

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, to be supplied by the City of Lafayette.
2. Deliver the performance bond as specified in the bid documents
3. Deliver the Certificate of Insurance as specified in the bid documents

City of Lafayette Board of Public Works and Safety
Owner

By: _____
Authorized Signature

Title

Cc: Jeromy Grenard, City Engineer

CONTRACT

Lafayette Steele Site Road Construction and Intersection Improvement

THIS CONTRACT, made the 13th day of January, 2026, by and between Rieth-Riley Construction Co., Inc., hereinafter called the "Contractor", and the City of Lafayette, a municipal corporation, hereinafter called the "Owner", WITNESSETH, that the Contractor and the Owner, for the consideration stated herein, agree as follows:

ARTICLE I 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:

Lafayette Steele Site Road Construction and Intersection Improvement

for the Owner, all in strict accordance with the Drawings and Specifications, including any and all addenda, prepared by The City Engineer, which Drawings and Specifications are made a part of this Contract, and in strict compliance with the Contractor's proposal and the other Contract 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 Two Million Six-Hundred Thirty-Six Thousand Eight-Hundred Fourteen and 78/100 Dollars (\$2,636,814.78). 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 BASIS OF PAYMENT. This is a lump sum Contract for the Contract Price shown in the Contract. Any changes of work will result in additions or deductions to the Contract price based on the unit prices provided by the contractor on the itemized Bid Form.

ARTICLE IV 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. Bidders requirements
4. Specifications (including Addenda)
5. General conditions and drawing
6. Drawings

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 V 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.

ARTICLE VI. ENGINEER. The City Engineer, hereinafter called Engineer, will act as "Owner" representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Document in connection with completion of the Work in accordance with the Contract document.

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

Rieth-Riley Construction Co., Inc.
Contractor

By _____

Title _____

CITY OF LAFAYETTE
BY ITS BOARD OF PUBLIC WORKS AND SAFETY

Approved by the Board of Public Works and Safety on the _____ day of
_____, 2026.

Gary Henriott, President

Amy Moulton, member

Cindy Murray, member

Eric Rody, member

Ronald Shriner, member

ATTEST:

Mindy Miller Riehle, 1st Deputy Clerk

Date: _____



Office of the City Engineer

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

NOTICE TO PROCEED

DATE: January 13, 2026

CONTRACTOR: Rieth-Riley Construction Co., Inc.

PROJECT: Lafayette Steele Site Road Construction and Intersection Improvement

You are hereby notified to commence work in accordance with the provisions of your contract dated January 13, 2026.

Signed: _____
Gary Henriott
Board of Public Works and Safety
President

Date: _____

Signed: _____
Amy Moulton
Board of Public Works and Safety

Date: _____

Signed: _____
Cindy Murray
Board of Public Works and Safety

Date: _____

Signed: _____
Eric Rody
Board of Public Works and Safety

Date: _____

Signed: _____
Ronald Shriner
Board of Public Works and Safety

Date: _____

ATTEST:

Mindy Miller Riehle, 1st Deputy Clerk

Date: _____

Acceptance of Notice:

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

Rieth-Riley Construction Co., Inc.
Contractor

By _____

Title _____



Purchasing Department
20 N. 6th Street
Lafayette, IN 47901

January 8, 2026

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

Re: 2026 Chemical Awards for Lafayette Renew, Water Works, Parks Department, and City of West Lafayette

RECOMMENDATION OF AWARD

Recommendation is being made to accept certain bids stemming from the bid opening held on Tuesday, January 6, 2026 as offered by the following suppliers for the particular chemicals and their respective pricing:

AWARDS TO:

<u>Supplier</u>	<u>Chemical</u>	<u>Price per U/M</u>
PVS Chemical Solutions	Sodium Bisulfite	\$1.80/gal.
Brenntag Mid-South	Hydrochloric Acid	\$178.00/55 gal drum
Brenntag Mid-South	Sodium Chloride (Salt)	\$364.70/ton
Water Solutions Unlimited	Buffered Muriatic Acid	\$110.00/15 gal. drum
Water Solutions Unlimited	Sodium Fluoride	\$1.68/lb.
Water Solutions Unlimited	Ammonium Sulfate	\$0.67/lb
Kemira Water Solutions	Ferric Chloride	\$2.14/gal.

Bellrock Chemical was determined to be non-responsive because the bid requires no more than .3% insoluble matter in sodium fluoride and the product Bellrock offers is .34-.38%. Water Works is concerned about increasing build up in their vats and clogging of their delivery lines. The WSU product offered has been in use for the past year and meets the specifications stated in the bid.

The bid tabulations are attached.



The Board of Public Works and Safety has motioned, seconded and passed this recommendation all on this 13th day of January, 2026.

Approved by the Board of Public Works and Safety on the _____ day of _____, 2026.

Gary Henriott, President

Cindy Murray, member

Eric Rody, member

Ronald Shriner, member

Amy Moulton, member

ATTEST:

Mindy Miller Riehle, 1st Deputy Clerk

Date: _____

2026 Chemical Bid Tabulations

Sodium Hypochlorite, Sodium Bisulfite, Hydrochloric Acid, Muriatic Acid, Ferric Chloride, Sodium Chloride, Ammonium Sulfate, Sodium Fluoride

Vendor: Response:	<u>PVS Technologies</u> On Time	<u>PVS Chemical Solutions</u> On Time	<u>Alexander Chemical</u> On Time	<u>Kemira Water Solutions</u> On Time	<u>Water Solutions Unlimited</u> On Time	<u>Brenntag Mid-South</u> On Time	<u>Bellrock Chemical</u> On Time	<u>Rowell</u> On Time	<u>Pennco</u> On Time
Sodium Bisulfite (per gallon)		\$1.8000	\$1.9900		No Bid	\$1.8730 5 days	No Bid	No Bid	No Bid
Hydrochloric Acid (per 55 gal Drum)			No Bid		\$302.5000	\$178.0000 3-7 days	No Bid	No Bid	No Bid
Muriatic Acid 15 gal drum 55 gal drum			No Bid		\$135.0000 \$385.0000	No Bid	No Bid	No Bid	No Bid
Ferric Chloride (per gallon)	\$2.1480		No Bid	\$2.1400		No Bid	No Bid	No Bid	No Bid
Sodium Chloride (Salt) (per ton)			No Bid			\$364.7000 3-7 days	No Bid	No Bid	No Bid
Ammonium Sulfate (per lb.)			No Bid		\$0.6700	No Bid	No Bid	No Bid	No Bid
Sodium Fluoride (per lb.)			No Bid		\$1.6800	\$2.4000 2-5 days	\$1.5850 1 pallet \$1.5350 2 pallets	No Bid	No Bid
Lead Time: (Days ARO)	2-5 days	3-5 days	5-7 business days	5 days	5-7 days	See above	3 days		
Evidence of Insurance Bid Bond Illegal Alien Affidavit	Yes Yes Yes	Informational Yes Yes	Informational Yes Yes	Informational Yes Yes	No Yes Yes	Yes Yes Yes	Informational No Yes Product not to bid specifications	No No No	No No No

NOTES:

2025 Awards

Sodium Hypochlorite \$1.6200	Sodium Bisulfite \$1.693	Hydrochloric Acid \$179.50	Muriatic Acid \$110.00 - 15gal \$270.00-55gal	Ferric Chloride \$2.270	Sodium Chloride \$365.000	Ammonium Sulfate \$0.60	Sodium Fluoride \$1.7290
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Memo

Date: January 6, 2026

To: Board of Public Works and Safety

From: Michelle Reynolds, Lafayette Housing Authority

Re: Agreement Between the Lafayette Housing Consortium and Habitat for Humanity of Lafayette 2025 #1 – 1412 Morton Street

This agreement authorizes up to **\$80,000** in funding to support the construction of a new home and to provide direct homebuyer assistance at **1412 Morton Street**. The funding will be drawn from Habitat for Humanity's 2022, 2023, and 2025 HOME awards.

Upon completion, the project will result in a newly constructed, energy-efficient home for a qualified homebuyer, contributing to the community's affordable housing goals.

Thank you.

HABITAT FOR HUMANITY OF LAFAYETTE
2025
PROJECT #1 – 1412 Morton Street

This Agreement is entered into this ____ day of _____ 2026, by and between Lafayette Housing Consortium (“Consortium”), a Participating Jurisdiction (“PJ”) under the HOME Program, and Habitat for Humanity of Lafayette (“the Grantee”), an Indiana not-for-profit corporation.

Whereas, the Consortium, composed of the City of Lafayette (Lead Agency), which is its lead agency, the City of West Lafayette, the Town of Battle Ground, and the County of Tippecanoe, Indiana, has received grant allocation M-25-DC-18-0212 obligated September 17, 2025, under Title II of the National Affordable Housing Act of 1990 from the United States Department of Housing and Urban Development (“HUD”), administered by HUD according to law and regulations found at 24 CFR Part 92, CFDA #14.239; and

Whereas, pursuant to the terms of the grant, the Consortium is required to undertake certain activities to provide and expand the supply of decent, safe, sanitary and affordable housing in its jurisdiction; and

Whereas, pursuant to a certain Agreement for Grant Administration dated September 19, 2017, by and between the City and Lafayette Housing Authority (“LHA”), LHA will serve as grant administrator for the Program; and

Whereas, the Grantee desires to participate in the Program by acquiring, constructing or renovating, and selling homes to persons of low to moderate income; and

Whereas, on February 27, 2025, the Consortium approved Program Year 2025 funding in the total amount of Three Hundred Twenty Thousand Dollars (\$320,000.00) (“2025 Total Grant”) for the Grantee’s affordable housing program;

Whereas, the Grantee has remaining funding on allocations from the Program Year 2022 funding and the Program Year 2023 funding; and

Whereas, Eighty Thousand and 00/100 Dollars (\$80,000.00) is allocated to construct 1412 Morton Street in the Grantee’s affordable housing program. This award will include Sixteen Thousand Nine Hundred and Forty-six and 00/100 Dollars (\$16,946.00) of Program Year 2025 Total Grant, Twenty Three and Fifty-four and 00/100 Dollars (\$23,054.00) of Program Year 2022 Grant, and Forty Thousand and 00/100 Dollars (\$40,000.00) of Program Year 2023 Total Grant.

NOW, THEREFORE, the Consortium and the Grantee do mutually agree as follows:

I. USE OF FUNDS

A. Purpose

The Consortium agrees to fund up to Eighty Thousand and 00/100 Dollars (\$80,000.00) to the Grantee for site development, construction, and administrative expenses for 1412 Morton Street, Lafayette, Indiana. The completed property will be for purchase and occupancy by a Grantee client earning below 80% Area Median Income, as described in the Grantee's 2025 Agency Request for Funds Form which is incorporated into this Agreement by reference. The Grantee hereby represents and warrants that all information contained in said Agency Request for Funds Form is true and correct and that it contains no misrepresentations, falsifications, intentional omissions, or concealment of material facts, and that all information contained, and assurances and certifications made in the said 2025 Agency Request for Funds Form are incorporated into this Agreement as if fully set forth within the terms of this Agreement.

A description of the tasks to be performed under this Agreement, a schedule for completing the tasks and an estimated budget for the property assisted under this Agreement is attached as Exhibit A. The Grantee will notify LHA of any changes in the budget or schedule.

B. Use of Funds

Eligible uses of said funds are limited to pre-development expenses as approved by the Lead Agency, site development, construction, or homebuyer financing assistance. Said homebuyer will be of low to moderate income and must meet income guidelines established by HUD and shall not have household income exceeding 80% of area median income.

Architectural, engineering and other professional services costs directly related to 1412 Morton Street, Lafayette, Indiana incurred within nine (9) months prior to execution of this agreement are considered HOME eligible costs.

C. Local Match

The Grantee represents and certifies that it will provide documentation for any available match eligible funding, donated labor or other donations used for the HOME-assisted properties in conjunction with this Project. The Consortium agrees to provide the remaining amount not to exceed Ten Thousand and 00/100 Dollars (\$10,000.00), or twelve and one-half percent of HOME funds, from banked match as a local, non-federal contribution to the Project, which may be considered by the Consortium as meeting local match obligations in the Program. Prior to drawing the final HOME payment for each property, the Grantee shall supply to LHA documentation of the required local match.

II. DISBURSEMENT OF FUNDS

A. Payment

The Consortium agrees, upon submission of properly documented claims by Grantee, to disburse Program funds to Grantee up to the maximum amount of the grant. Program funds shall be requested only after eligible expenses have been incurred or the program funds are actually needed to pay eligible costs. Program funds shall be used only for the completion of activities approved by LHA. A percentage of project costs, as determined by LHA, for each property will be held until occupancy by the eligible homebuyer. All claims for payment shall be submitted to LHA on or before February 28, 2027, on properly executed claim forms along with documentation requirements listed in Exhibit B, as required by LHA. The disbursement of funds under the Program shall be contingent upon the receipt of funds by the Consortium from HUD.

B. Security

Prior to the release of Program funds, the Grantee shall sign a Promissory Note, in a form approved by LHA, in the amount of Eighty Thousand and 00/100 Dollars (\$80,000.00) payable to the Consortium in the event the Grantee fails to fulfill the requirements of this agreement, which Promissory Note shall be forgivable upon the sale of the HOME assisted unit to a qualified buyer.

To secure the Promissory Note, the Grantee shall grant the Consortium a mortgage on the assisted sites as they are identified, in a form approved by LHA, which mortgage shall be recorded prior to the release of Program funds for said assisted site.

At sale to an eligible homebuyer, the HOME funds shall be secured by recorded lien and mortgage, promissory note on the property in a form approved by LHA.

C. Repayment

Should a HOME assisted property be sold by Grantee prior to the sale to an eligible homebuyer, the entire amount of assistance allocated to the property will be repaid to the Consortium from the proceeds, unless prior written permission to substitute another qualified Owner is obtained from LHA. The new Owner must sign a written agreement with security to abide by all terms and conditions reasonably required by LHA.

Should this HOME assisted project be sold by the initial homebuyer prior to the end of the period of affordability, the HOME assistance will be repaid according to the Consortium's Resale Recapture Guidelines in Exhibit C.

Should the HOME assisted project be terminated before completion for any reason, the HOME funds expended on the project must be repaid to the Consortium.

III. TIME OF PERFORMANCE

All funds provided under this contract must be disbursed on or before **December 31, 2026**. The terms of this Agreement shall be in effect until the end of the affordability period for the housing unit assisted under this Agreement, as described in Section V. C.

Although it is possible to amend the agreement as needed, under no circumstance can the project completion deadline extend beyond four (4) years. A project that is not completed within four (4) years is considered terminated and any HOME funds expended must be repaid to the Consortium.

The sale of each house must be completed within nine (9) months of construction completion. If the house is not successfully sold to a qualified buyer within nine (9) months of construction completion, the house automatically converts to an affordable rental property.

IV. PROGRAM INCOME/PROJECT PROCEEDS

It is not anticipated that this project will generate any Program Income. However, in the event that the project does generate Program Income, all program income generated by the proceeds of

this project may be retained and utilized by the Grantee for use in other HOME eligible activities, but only after the written approval of LHA for such use.

V. PROJECT REQUIREMENTS

A. Applicability

The requirements of this section apply to each HOME assisted property, which is referred to as the HOME project. Repayment to the Consortium of any HOME funds will be required if the HOME project does not meet the project requirements for any time during the affordability period.

B. Income Limits

In accordance with 24 CFR 92.217, Grantee shall acquire, construct or renovate and sell the property to an income eligible household who will occupy the purchased property as their primary residence for the entire period of affordability. Income is defined as that found at 24 CFR 5.609. An income eligible household is one whose annual income is at or below 80% of area median income (AMI). HUD determines area median income on an annual basis, based on geographic area and family size and usually publishes updated information during the first quarter of each calendar year. Income limits can be found on the HUD website at <http://www.hud.gov/offices/cpd/affordablehousing/programs/home/limits/income/index.cfm>. Grantee is responsible for using the correct income limits when determining income eligibility for HOME Program funds. Household income must be verified using source documentation, in accordance with 24 CFR 92.203(b)(2). LHA must review and approve supporting documentation before Grantee goes to closing with the buyer.

C. Period of Affordability

The affordability period for the HOME-assisted property shall be determined and provided by LHA to the Grantee, upon project completion. The affordability period can begin only after all title transfer requirements and construction work have been performed, the project complies with the HOME requirements (including property standards), the final drawdown for the project has been disbursed, and project completion information has been entered into HUD's Integrated Disbursement and Information System (IDIS). The Grantee is responsible for providing beneficiary information to LHA.

The affordability period shall continue for five (5), ten (10) or fifteen (15) years, subject to the amount and type of assistance received, from that date unless modified as allowed under the HOME program. The Grantee **shall ensure affordability through placing a promissory note and a recorded lien, in formats approved by the Community Development Department, upon the property.** A copy of the promissory note and lien will be submitted to the Community Development Department as documentation of the project's continued affordability.

D. Principal Residence

Each HOME assisted house must be the principal residence of the beneficiary during the period of affordability in accordance with 24 CFR 92.254(a)(3). To document the project's continued affordability, the Grantee shall notify the homebuyer of annual residency verification requirements and shall enter into an agreement with homebuyer requiring the homebuyer to annually verify residency to LHA. The Agreement with the homebuyer may be by separate contract or contained in a mortgage as approved by LHA.

E. Acceptable Forms of Ownership

Each HOME assisted house must be purchased by a homebuyer through a fee simple title.

F. Maximum Property Value

HOME regulations require that housing created or acquired and rehabilitated with HOME funds must be modest in nature, and affordable to a low-income buyer. The initial purchase price of a property by the Grantee, the after-rehabilitation value, and the sales price to the initial homebuyer of homeownership units assisted with HOME funds shall not exceed 95 percent of the area median purchase price for single family housing, as determined by HUD. Grantee must determine the after-rehabilitation value using a method approved by LHA. Grantee shall repay program funds to the Consortium within thirty days of Grantee's noncompliance with these affordability requirements at 92 CFR 250 and those at 92 CFR 254.

G. Rehabilitation and Property Standards

The Grantee agrees that it will comply with all applicable housing, building and public health codes, ordinances and zoning ordinances, and that the units shall at all times be fit and habitable. All HOME units must meet at the minimum Section 8 Housing Quality Standards and local housing and rehabilitation codes when completed. Newly constructed single-family units will be energy efficient, meeting the 2009 IECC, International Energy Conservation Code, minimum energy efficiency standards. In addition, projects that involve restoration of historic windows must follow the Lafayette Community Development Department Window Restoration Protocol Policy.

H. Assignment and Transfer

The Grantee shall not assign or transfer any interest in this Agreement without prior written consent from LHA.

I. Relocation and Acquisition.

The Grantee agrees to comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601) and 49 CFR 24.

J. Labor Standards

When applicable for construction or rehabilitation of affordable housing with twelve (12) or more units assisted by HOME funds, the Grantee agrees to comply with the labor standards provision of 24 CFR 92.354 and related local requirements which may be issued from time to time by LHA. The Grantee shall include in applicable construction contract the provisions of federal law imposing labor standards on federally assisted construction.

K. Taxes and Insurance

The Grantee agrees to keep all taxes on the property paid and current until sale of the property to an eligible homebuyer. The Grantee shall maintain sufficient insurance to cover the cost of replacement due to loss by fire, theft, or accidental damage.

L. HUD-insured Financing

The Grantee agrees that financing secured by a mortgage insured by HUD will not be used in connection with renovation of this project.

M. Individual Activity Status

Each loan provided under this Agreement shall be set up in the federal information database system as an individual activity. The Grantee understands and agrees that the individual project will remain open and not be considered closed until the following HUD requirements are met:

1. Funds are drawn from the treasury account (through the Claim process),
2. complete close out documentation is received by LHA, and
3. complete activity documentation is entered into the federal information database system and the activity status is changed from Underway to Closed in the database system.

N. Historic Preservation Restrictions

The Grantee shall contact the City's Economic Development Department to request that the Historic Preservation Commission designate the Property, if eligible, as a Local Historic District.

O. Subsidy Layering and Underwriting

The Grantee agrees to provide all information deemed necessary, including all sources and uses of funds, by LHA to determine a reasonable level of profit or return on the owner's or developer's investment in a project. Grantee further agrees to provide all information deemed necessary to assist LHA in the assessment of market condition of the neighborhood where the project is located.

P. Housing Counseling

HOME regulations require that all homebuyers of HOME assisted properties attend housing counseling. Prior to closing on the house, the homebuyers must attend a live 8-hour homebuyer counseling conducted by a HUD certified homebuyer counseling agency or an equivalent program approved by LHA.

Q. Prohibition of Charging Fees not Customary

HOME regulations prohibit owners from charging fees that are not customary. Grantee is prohibited from charging servicing, loan origination, processing, inspection, or other fees that represent the cost of providing HOME assistance.

VI. ADMINISTRATIVE REQUIREMENTS

A. Uniform Administrative Requirements.

The Grantee shall comply with all applicable federal administrative requirements, 2 CFR Chapter I, Chapter II, Part 200, et. al. "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (Omni-Circular or Uniform Administrative Requirements) effective as of December 26, 2014.

Code of Federal Regulations (CFR) is available online at <http://www.ecfr.gov/>. This document is also available by request from LHA.

B. Documentation and Record Keeping

The Grantee shall ensure that sufficient records are maintained to enable the Consortium to determine whether the terms of this Agreement and the requirements of 24 CFR 92.508 (a) have been met.

Such records shall include but not be limited to information such as name, address, income determination, family size, race, age, leasing arrangements and housing inspections.

C. Retention of Records

Records shall be maintained in accordance with the requirements prescribed by HUD or LHA with respect to all matters covered by this Agreement. The Grantee shall ensure that all records pertinent to this Agreement are retained as specified in 24 CFR 92.508(c). Records must be retained for five years after the end of the period of affordability terminates.

D. Reporting

At such times and in such forms as HUD or LHA may require, there shall be furnished to HUD or LHA such statements, records, data and information as HUD or LHA may request pertaining to matters covered by this Agreement.

Grantee shall submit to LHA quarterly progress reports according to the following schedule:

<u>Activities conducted during:</u>	<u>Report due:</u>
July 1 – September 30	October 10
October 1 – December 31	January 10
January 1 – March 30	April 10
April 1 – June 30	July 10

Such reports shall summarize the progress/status of this HOME assisted activity, including receipt and expenditure of loan repayments. A final report shall also be due thirty (30) days after all tasks and activities covered by this Agreement are completed by Grantee. Additionally Grantee shall provide statistical data with respect to services provided for persons benefited under this Agreement.

E. Non-expendable Property

1. Inventory. The Grantee shall keep inventory records, acceptable to the Consortium on all non-expendable property purchased under this Agreement. The Grantee shall submit an inventory of all items at the end of the Program year and resubmit it each fiscal year with revisions as necessary.
2. Insurance and Maintenance for all Non-expendable Property Purchased Under This Agreement. The Grantee shall maintain sufficient insurance to cover the cost of replacement due to loss by fire, theft, or accidental damage. The Grantee shall also be responsible for the maintenance and upkeep of all such property.

F. Performance Monitoring

LHA will monitor the performance of the Grantee under this Agreement as required by 24 CFR 92.504 (d).

G. Audits and Inspections

All project records with respect to any matters covered by this Agreement shall be made available to the Consortium, its designees, or the Federal government, at any time during normal business hours, as often as the Consortium or LHA deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in the audit reports must be fully cleared by the Grantee within 30 days after receipt. Failure to comply with the above audit requirements will constitute a violation of this Agreement.

The Grantee hereby agrees to have an annual agency audit or review, whichever is applicable, conducted in accordance with current OMB policies and to submit a copy to LHA. In addition to any applicable requirements of current OMB policies, the Grantee shall separately classify and designate information regarding Consortium HOME funds to include the CFDA title, number and award year.

1. Non-profit organizations that spend \$1,000,000 or more annually in federal awards shall have a single or program-specific audit conducted for that year in accordance with 2 CFR Chapter I, Chapter II, Part 200, et. al. Program-specific audits are only allowed if the Grantee expends federal awards under only one federal program. For purposes of determining the amount of federal assistance expended, all federal assistance shall be considered, including that which is received directly from a federal agency, or passed through a state or local government, or through non-profit organizations, or any combination thereof.
2. Non-profit organizations that expend less than \$1,000,000 annually in federal awards shall be exempt from an audit conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, et. al., although their records must be available for review (e.g., inspections, evaluations). These agencies are required by the City to submit "Reduced Scope" audits (e.g., financial audit, performance audits). They may choose to have a program audit conducted for each federal award in accordance with federal laws and regulation governing the program in which they participate.
3. When the requirements of 2 CFR Chapter I, Chapter II, Part 200, et. al. apply, or when the Grantee elects to comply with 2 CFR Chapter I, Chapter II, Part 200, et. al., an audit shall be conducted for each fiscal year for which the federal awards attributable to this contract have been received by the Grantee. A copy of the audit report must be completed within 9 months after the end of the fiscal year and the audit must be received by the LHA no later than 30 days of receipt of the auditor's report(s).
4. Each audit shall cover a time period of not more than twelve months and an audit shall be submitted covering each assisted period until all the assistance received from this contract has been reported.
5. If the Grantee is found in non-compliance with these audit requirements, the Grantee may be required to refund financial assistance received from the Consortium.

VII. OTHER FEDERAL OR STATE REQUIREMENTS

A. Applicability

The requirements of this section apply to all units assisted with HOME funds.

B. Religious Criteria

The Grantee hereby certifies in accordance with 24 CFR 92.257, there will be no religious or membership criteria for applicants or tenants of this Project. It further agrees that funds provided under this Agreement shall not be provided to religious organizations for any activity, including secular activities or utilized for any religious activity to promote religious interests, or for the benefit of any religious organization. The Grantee understands and certifies that HOME funds and activities must be separate (in terms of time and location) from explicitly religious activities.

C. Drug Free Workplace

The Grantee shall comply with the provisions of Title 41 Chapter 10, U.S.C., Drug-free Workplace.

D. Equal Opportunity and Fair Housing

1. The requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR 100; Executive Order 11063, as amended by Executive Order 12259 and implementing regulations issued at 24 CFR, Part 1, all of which require equal opportunity in housing and related facilities provided by Federal financial assistance;
2. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR 146, and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR8;
3. The prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR8, which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program;
4. The Fair Housing Amendments Act of 1988, which prohibits discrimination in the sale or rental of housing on the basis of a handicap or because there are children in a family;
5. The requirements of Title IV of the Civil Rights Act of 1964 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended;
6. The requirements of the Americans with Disabilities Act of 1990; and
7. The requirements of non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279.
8. The requirements of 24 CFR Part 75 Economic Opportunities for Low-Very Low Income Persons / Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701U) which requires that all Subrecipients who receive more than \$200,000 in HUD funding must fulfill obligations for providing economic opportunities for low and very-low income persons to the greatest extent feasible.

9. The requirements of Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity, as shown in 24 CFR Parts 5, 200, 203, 236, 400, 570, 574, 882, 891, and 982.

E. Affirmative Marketing Program

The Grantee agrees to comply with the requirements of 24 CFR 92.351 regarding following an affirmative marketing program for HOME assisted housing as described in Exhibit D.

F. Minority Business Outreach

The Grantee agrees to comply with the requirements of Executive Orders 11625, 12432 and 12138 concerning Minority and Women's Business Enterprise, which encourages the participation of minority and women owned business in the benefits of the Program by:

1. Contacting minority businesses which offer services needed by the organization in carrying out the Program with copies of any advertisements outlining information on where, when, and how to submit bids or proposals for such work; and
2. Keeping records on contracts made to minority and women businesses and any correspondence received from such businesses for any contracts let through the Program, and relaying this information to LHA.

HOME projects that are publicized in the local electronic and print media will include specific mention of the desire of the Consortium and its HOME recipients to work with women and minority business owners.

The Grantee may obtain a list of state certified minority and woman-owned businesses by contacting or visiting the website of the Minority and Women's Business Enterprises Division of the State of Indiana Department of Administration. The Grantee is also encouraged to contact other appropriate groups for assistance in identifying new businesses that are women or minority enterprises.

G. Environmental

The Grantee agrees to comply with the provisions of the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321 et. Seq.) as it is applied at 24 CFR 58, including any requirements which may be imposed by LHA as a result of its responsibility for environmental review, decision making and action under NEPA.

The Grantee shall provide to LHA all information necessary to complete an Environmental Assessment and a Section 106 Review. Such information shall be provided before the commencement of any activity provided for herein. All renovations must be approved through the Section 106 Historic Review Process before execution of any rehabilitation contracts or sale of the property. All HOME funding is contingent upon LHA approval through the NEPA Environmental review and Section 106 Historic Review process.

H. Prohibition of and Elimination of Lead-Based Paint Hazards

Notwithstanding any other provision adopted by applicable governmental units, the Grantee agrees to comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et. Seq.) and its regulations set forth in 24 CFR 35 concerning, but not limited to, lead hazard evaluation, lead hazard reduction, safe work practices, testing, prohibition and abatement of lead-based paint in HUD associated housing. Every contract or subcontract, including painting, pursuant to which

such federally assisted construction or rehabilitation is performed, shall include appropriate provisions prohibiting the use of lead-based paint and use of safe work practices. Applicable properties assisted under this Agreement that will undergo or have undergone some renovation conducted by the Grantee or contractors hired by the Grantee shall pass a clearance examination by a qualified contractor and safe work practices shall be used by all contractors disturbing paint surfaces, regardless of funding sources for the renovation.

I. Conflict of Interest

No officer, employee, consultant, elected or appointed official of the Consortium, or its designees or agents, member of the governing body of the Consortium or the Grantee (and no one with whom they have family or business ties) who exercises any functions or responsibilities with respect to the Program during his or her tenure or for one year thereafter, shall have any personal or financial benefit, direct or indirect, in any contract or subcontract, or proceeds thereof, for work to be performed in connection with the Program assisted under this Agreement. Exceptions to these provisions may be granted on a case-by-case basis as described at 24 CFR 92.356(d) and (e). The Grantee agrees that it will incorporate into every written contract the following provisions:

INTEREST OF CONTRACTOR AND EMPLOYEES: The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the HOME Program, and no one with whom they have family or business ties, has any financial benefit, direct or indirect, in this Contract.

J. Debarment and Suspension

The Grantee certifies that neither it, its principals, nor its contractors and subcontractors and their respective principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by the Consortium or any Federal agency.

K. Hatch Act

The Grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be, in any way or to any extent, engaged in the conduct of political activities in violation of Chapter 15 of Title V U.S.C.

L. Lobbying Certification

The Grantee certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative

agreement, the Grantee shall complete and submit Standard Form – LL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

3. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction which is imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

M. Compliance with IC 22-5-1.7 – E-Verify Program

Grantee must enroll in and verify the work eligibility status of all newly hired employees of the Grantee through the E-Verify program operated by the United States Department of Homeland Security. If the E-Verify program ceases to exist, the Grantee will not be required to verify the work eligibility status of newly hired employees through the E-Verify program. The Grantee shall execute an affidavit affirming that the Grantee has enrolled in and is participating in the E-Verify program and affirming that the Grantee does not knowingly employ an unauthorized alien.

N. Prohibition of Contracting with Businesses that Invest in Iran

For the duration of the Term of this Agreement, Grantee hereby certifies 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.

O. Federal Funding Accountability and Transparency Act of 2006 (FFATA)

FFATA reporting requirements will apply to any HOME Agreement in the amount of \$30,000 or greater. The Grantee must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Grantee, the unique identifier of the Grantee’s parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).

a. System for Award Management (SAM) and Unique Entity Identifier (UEI)

The Subrecipient shall register in the System for Award Management (SAM), which is the primary registrant database for the US Federal Government and shall enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register or update information in the SAM can be obtained at www.sam.gov. Pursuant to federal regulations, the Subrecipient is required to provide a Unique Entity Identifier (UEI) provided by SAM.

b. Executive Compensation

The Grantee shall report the names and total compensation of the five (5) most highly compensated officers of the Grantee in CCR if the Grantee in the preceding fiscal year

received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal financial assistance (as defined at 2 CFR 170.320) and \$25,000,000 or more in annual gross revenues from Federal contracts and federal financial assistance (as defined at 2 CFR 170.320); and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. The Grantee may certify that it received less than eighty percent (80%) of annual gross revenues from the federal government, received less than \$25,000,000 of its annual gross revenues from the federal government, already provides executive compensation to the Securities Exchange Commission, or meets the Internal Revenue Code exemption, and will not be required to submit executive compensation data into the CCR under FFATA, provided, that the Grantee shall still register and submit the other data requested.

P. Compliance With All Laws, Regulations, Administrative Policies, and Other Legal Requirements

The parties shall comply with all applicable federal, state, and local laws, regulations, administrative policies, and any other legal requirements whether or not expressly stated in this agreement. Each party is responsible for ensuring its adherence to all relevant legal and regulatory obligations in connection with the performance of this agreement.

VIII. GENERAL CONDITIONS

A. General Compliance

The Grantee agrees to ensure compliance with all applicable federal, state, and local laws and regulations governing the funds provided under this Agreement including the requirements of the HOME program at 24 CFR 92 and pursuant regulations and policies. The Grantee has reviewed, or has had a reasonable opportunity to review, and agrees to abide by all applicable Federal rules and regulations, as amended from time to time, including but not limited to those federal rules and regulations referred to in this Agreement. Unearned payments under this Agreement may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by HUD at any time or if the grant to the Consortium under the Act is suspended or terminated. References in this Agreement to particular federal or state laws, rules, regulations, and others shall include any applicable amendments thereto and replacements thereof.

B. Claims Against Consortium or LHA

The Grantee agrees to defend, indemnify and save harmless the Consortium and/or LHA from any and all claims of any nature whatsoever which may arise from the Grantee's performance of this Agreement; provided, however, that nothing contained in this Agreement shall be construed as rendering the Grantee liable for acts of the Consortium, its officers, agents or employees.

C. Terms of Default

If Grantee materially fails to comply with any term of this Agreement, including, but not limited to:

1. Failure to comply with any of the rules, regulations or provisions referred to herein , or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Grantee to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Grantee to LHA reports that are incorrect or incomplete in any material respect

said action(s) shall be considered default by the Grantee. Upon default by the Grantee, LHA shall give the Grantee 10 days written notice to cure any default. A default under this Agreement, in the discretion of the Consortium, may be considered a default of any other Agreement between the Grantee and Consortium for any HOME Funds program. The failure to cure any default within 10 days may result in the Consortium taking enforcement action as described in Section VIII Paragraph D.

D. Enforcement

Upon the failure of the Grantee to cure any default, the Consortium may take one or more of the following actions:

1. Temporarily withhold cash payments, under this Agreement and/or any other Agreement between Consortium and Grantee concerning HOME Funds programs, pending correction of the deficiency by the Grantee;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the Grantee's program and/or any award for any other HOME Fund program funded to Grantee by the Consortium;
4. Withhold further awards for the program and/or awards for any other HOME Fund program funded to the Grantee by the Consortium;
5. Take other remedies that may be legally available or provided for in 24 CFR 85.43, including repayment of all funds provided to Grantee by the Consortium.

In addition to the enforcement actions listed above, the Consortium shall be entitled to collection of its costs and expenses, including reasonable attorney fees, incurred by the Consortium or LHA in enforcing this Agreement.

E. Suspension or Termination

Upon suspension or termination under Section VIII Paragraph D, costs of the Grantee incurred during suspension or after termination of an award are not allowable unless LHA expressly authorizes them in the notice of suspension or termination. Certain costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the conditions set forth in 24 CFR 85.43(c) are met.

F. Termination for Convenience

This Agreement may be terminated for convenience under the conditions and upon the terms set forth in 24 CFR 85.44.

G. Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that this Agreement may not be assigned by either party without the express written consent of the other party.

H. Entire Agreement and Invalidation. The provisions of this agreement shall constitute a complete expression of the parties hereto. Invalidation of any one of these covenants and conditions by judgment or decree in court shall not affect any other of the provisions hereof, which shall remain in full force and effect.

I. Amendment

This Agreement may be amended at any time by mutual agreement of all parties.

J. Conditional Approval

This Agreement is conditional upon the release and receipt of HUD funding.

K. Authority to Execute

The Grantee certifies that its governing body has duly adopted as an official resolution, motion or similar action authorizing the execution of this Agreement, including all understandings and assurances contained herein; and directing and authorizing the person identified as the official representative of the Grantee to execute this Agreement.

L. Publicity and Promotion

The Consortium, LHA and Grantee mutually agree that either party is permitted to publicize and promote the activities funded under this Agreement. The Consortium, LHA and/or Grantee may host a public relations event upon completion of the activity to increase community awareness of the program and the activity.

M. Notices

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), personal delivery or sent by electronic mail (email). Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following contract representatives:

Grantee: Bob Anderson, Director
Habitat for Humanity of Lafayette
920 N 14th Street
Lafayette, IN 47904
765-423-4590
bob@lafayettehabitat.org

City: City of Lafayette; ATTN: City Attorney
20 N 6th Street, Lafayette, IN 47901

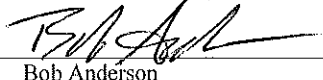
LHA: Michelle Reynolds, Executive Director
Lafayette Housing Authority
2601 Greenbush Street
Lafayette, IN 47904
mreynolds@lha.lafayette.in.gov

N. Waiver

The Consortium or LHA's failure to act with respect to a breach by the Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the Consortium or LHA to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

IN WITNESS WHEREOF, the City and the Grantee have executed this Agreement effective as of the date first above written.

HABITAT FOR HUMANITY OF LAFAYETTE

By:  By: _____
Bob Anderson
Title: Chief Executive Officer Title: _____
Date: 12/18/25 Date: _____

Approved by the Board of Public Works and Safety on the _____ day of
_____, 2026.

Gary Henriott, President

Amy Moulton, member

Cindy Murray, member

Eric Rody, member

Ron Shriner, member

ATTEST:

Mindy Miller Riehle, 1st Deputy Clerk

Date: _____

EXHIBIT A

1412 Morton Street, Lafayette, IN

PROGRAM DESCRIPTION AND TASKS PROJECT BUDGET PROJECT SCHEDULE

PROGRAM DESCRIPTION AND TASKS

Habitat for Humanity of Lafayette will utilize HOME funds to construct a single- family dwelling at 1412 Morton Street for sale to a low/moderate income household who has successfully worked through the Habitat program.

PROJECTED BUDGET

	HOME	Non-Federal	TOTAL PROJECT
Property Acquisition		\$1	\$1
Pre Development Costs		\$4,000.00	\$4,000
Carrying Costs		\$9,550.00	\$9,550
Professional Services (Legal/Marketing)		\$2,500.00	\$2,500
Site Improvements		\$3,000.00	\$3,000
Appliances		\$1,500.00	\$1,500
Construction	\$65,500.00	\$48,800.00	\$114,300
Landscaping	\$3,000.00		\$3,000
Permits, Survey		\$4,200.00	\$4,200
Radon Testing / Mitigation	\$1,500.00		\$1,500
Development Fee / Contingency	\$10,000.00	\$97,616.00	\$107,616
Total Development Cost	\$80,000.00	\$171,167.00	\$251,167.00

PROJECT SCHEDULE

Projected Schedule:

Construction Started	On or before January 1, 2026
Construction Completed	On or before August 1, 2026
Homebuyer Education Completed	On or before May 31, 2026
Homebuyer Sale Closed	On or before September 1, 2026
Final Paperwork Submitted	On or before October 31, 2026
Final Funding Disbursed	On or before December 31, 2026

EXHIBIT B
CLAIM DOCUMENTATION REQUIREMENTS

CLAIM DOCUMENTATION AT SITE ACQUISITION AND DEVELOPMENT

1. Documentation of acquisition cost
2. Project Set-up Report

CLAIM DOCUMENTATION FOR SITE DEVELOPMENT DRAWS

1. Documentation of site development costs
2. Contractor Search Report from Excluded Parties List System for All Contractors
3. Contractor Search Report for HUD Limited Denial of Participation, Funding Disqualifications and Voluntary Abstentions

CLAIM DOCUMENTATION AT OCCUPANCY

1. Evidence of Compliance with 203(b) Limits
2. Project Completion Report
3. Copy Executed Promissory Note
4. Copy Executed Recorded Mortgage
5. Original Executed Recorded Deed Restrictions
6. Income Verification
7. Copy of Loan Estimate Form
8. Copy of Settlement Statement / Closing Disclosure Forms
9. Invoice for Administrative Expenses
10. Signed Resale / Recapture Worksheet
11. Confirmation of Energy Efficiency
12. New Construction Units - Certificate of Occupancy

Note: Original, recorded mortgage must be submitted as soon as it is received from the closing title company.

EXHIBIT C

RESALE / RECAPTURE POLICY

It is the policy of the Lafayette Housing Consortium to maintain long term affordable housing through investments of federal funds. In accordance with the HOME regulations, this policy is enforced either by recapturing HOME funds to assist other buyers and/or properties (Recapture Option), or by restricting the sale of HOME-assisted properties to other low-income (household income less than 80% Area Median Income) buyers (Resale Option). The type and amount of HOME subsidy invested in the property determines the option and the minimum length of the affordability period applied to a property. The requirements of each option are specifically described in the legal documents for each loan. At the end of the period of affordability, the HOME subsidy is forgiven and the property is no longer subject to HOME Program restrictions. As a general practice, when both direct and indirect subsidies are invested in a property, the Recapture Option is utilized.

This policy provides an incentive for long term ownership and encourages neighborhood stability by reducing the HOME investment after five years. Over time, the homeowner's equity increases as first mortgage principal payments increase and the HOME investment is reduced. The homeowner's percentage of net proceeds is increased by capital improvements made to the property, thus protecting their investment and providing an incentive to maintain and improve the property.

In the event of a homeowner's default of HOME requirements during the affordability period due to death, life-threatening illness, or other extraordinary circumstance, the Consortium may allow assumption of the affordability requirements by an income-eligible family member on a case-by-case basis.

This policy may be amended from time to time to reflect changes in programs and local market conditions.

Recapture of HOME Funds

The Recapture Option is used when the homebuyer receives a direct subsidy for the purchase of the home, such as down payment or closing cost assistance, or when the unit is purchased at a price below the fair market value. Under this option, the minimum period of affordability is based only on the amount of the direct subsidy.

The homeowner is at liberty to sell to any buyer, at any price the market will bear, but also must repay the direct HOME subsidy received when the unit was originally purchased, which will be reduced on a pro-rata basis beginning year six of the affordability period. Prior to year six, the entire amount of the direct HOME subsidy is due upon closing. In the event the sale proceeds are insufficient to repay the entire HOME subsidy due, the Lafayette Housing Consortium will share the net proceeds with the homeowner.

Net proceeds of a sale are the sales price minus the repayment of any non-HOME loan balance and seller's closing costs. The amount of HOME funds recaptured is determined by the

percentage of Net proceeds proportionally based on the ratio of the HOME assistance to the sum of the homeowner's investment (down payment, loan principal payments and documented capital improvements) plus the HOME assistance as follows:

$\frac{\text{HOME Assistance}}{\text{HOME Assistance} + \text{(Homeowner Investment)}}$	X	Net Proceeds	=	HOME Recapture Amount
---	---	--------------	---	-----------------------

Once the HOME funds are repaid, the property is no longer subject to the HOME Program restrictions and the HOME liens placed on the property will be released.

At time of sale, if the property increases in value, the HOME investment is repaid and used to fund new eligible projects. If the property fails to appreciate by an amount sufficient to repay both the homeowner's investment and the HOME subsidy, the amount to be recaptured is proportionately reduced. If the net proceeds are less than or equal to zero, the amount to be recaptured will be zero and no additional assistance will be provided to the homeowner. The homeowner is encouraged to maintain the property in a manner that will sustain the original fair market value.

In the event of foreclosure, transfer in lieu of foreclosure or assignment of a FHA insured mortgage to HUD, and there are insufficient net proceeds to repay the HOME investment – the affordability period is terminated and the property is no longer be subject to HOME program restrictions.

Resale of Property

The Resale Option is used when only development subsidies such as site acquisition, rehabilitation, or construction financing are provided to the developer and no direct subsidy is provided to the homebuyer and the unit is sold at the fair market value. The Resale Option ensures that the home remains affordable over the entire period of affordability, even in the event of subsequent sales. Under this option the minimum period of affordability is based on the entire amount of HOME funds invested in the property and the affordability is secured with a recorded covenant or deed restriction. The developer (or City, if lien holder) may use purchase options, rights of first refusal or other preemptive rights to purchase the property before foreclosure to preserve affordability.

Unless the Consortium has established a presumption of affordability for the property's neighborhood in accordance with the specialized procedures per the HOME Final Rule at 24 CFR 92.254(a)(5)(i)(B), the homeowner is required to sell the property to an eligible low-income buyer at an affordable price.

The sale must meet three criteria:

- 1) The new buyer must be low-income and occupy the home as their principal residence for the remainder of the original affordability period.
- 2) The sales price must be affordable to a reasonable range of low-income homebuyers (PITI not to exceed 30% of gross income).

- 3) The original buyer must receive a fair return on their investment, which includes down payment, loan principal payments, and documented capital improvements.
 - a. Community-wide appreciation of property values will be considered when calculating fair return. The percentage of appreciation over the years the property was owned, as determined by sales price data provided by the Lafayette Regional Association of Realtors, or its successors, will be used to allow the property owner the same appreciation rate as the rest of the community.

The selling price is determined by adding the non-HOME debt balance, seller's closing costs and fair return. If the selling price of the home is not affordable to low-income families, the Consortium may choose to provide additional direct subsidy to the new buyer to meet the affordability requirements. In this case, a new affordability period based on the direct subsidy amount is applied to the property, but the total (original + new) HOME funds invested in the property may not exceed the regulatory limit on HOME assistance per unit. The additional funding must be through an existing homebuyer program and the new buyer must complete an approved homebuyer education course.

Calculation to Determine Fair Return:

The Lafayette Regional Association of Realtors maintains average sales prices within Tippecanoe County. The Consortium maintains a chart of the average sales price for the calendar years since 1995. Homeowner activities prior to 1995 have met the required period of affordability and are not subject to resale restrictions at this time. The appreciation (or depreciation) rate is determined by computing the percent of change from the year of purchase to the year of sale. The homeowner investment is increased or decreased according to the percent of change.

$\frac{\text{Average Sales Price Year of Sale} - \text{Average Sales Price Year of Purchase}}{\text{Average Sales Price Year of Purchase}} = \text{Percent of Change}$
--

$100 + \begin{matrix} \text{Percent} \\ \text{of} \\ \text{Change} \end{matrix} \begin{matrix} (-) \\ (+) \end{matrix} \times \begin{matrix} \text{Homeowner Investment} \\ \text{(Down Payment, Principal Payments, Capital} \\ \text{Improvements)} \end{matrix} = \text{Fair Return}$
--

EXHIBIT D

AFFIRMATIVE MARKETING POLICY

Policy Statement

The City of Lafayette has adopted an affirmative marketing goal for CDBG / HOME-assisted residential units to assure that individuals who might not normally apply to own or rent such properties because of their race, color, ethnicity, religion, age, sex, handicap, or familial status, know of the opportunities and feel welcome to apply for ownership or rental opportunities.

Procedures

1. Inform the Public, Potential Owners and/or Renters about Federal Fair Housing Laws and Affirmative Marketing Policies.

The City will require owners, developers, and sponsors of properties that contain CDBG / HOME-assisted housing units (hereinafter referred to as “Grantee”) to implement the affirmative marketing goal of the City of Lafayette to assure that individuals who normally might not apply for CDBG / HOME-assisted units because of their race, color, ethnicity, religion, sex, handicap, or familial status: a) know of the availability of such units, b) feel welcome to apply, and c) have the opportunity to own and/or rent the units.

Agencies and Grantees using CDBG / HOME funds for housing acquisition, rehabilitation, or down payment assistance will inform the public and potential owners and/or renters of CDBG / HOME-assisted units by the use of the Equal Housing Opportunity logo or slogan in press releases, solicitations and written communications to all groups, and by posting the Equal Housing Opportunity logo in each project building or rental office.

2. Inform Public, Potential Owners and/or Renters about Available Units.

Legally binding agreements will require the Grantee to market CDBG / HOME-assisted units in an affirmative manner in order to attract renters or owners who might not normally apply to own or rent such properties, regardless of their race, color, ethnicity, religion, sex, handicap, or familial status.

While soliciting owners or renters, the Grantee shall conduct outreach efforts to reach persons least likely to apply for the housing. The solicitations and advertising shall include the Equal Housing Opportunity logo, slogan, or statement. The Fair Housing poster shall be displayed where visible to applicants. Locations or contacts for outreach include, but are not limited to:

- A. Social service agencies
- B. Neighborhood groups and associations
- C. Local media
- D. Community contacts (groups/organizations located within the housing market area)
- E. Newsletters for senior citizens, disability or other special needs groups
- F. Community centers
- G. Places of worship

Marketing Plan Submission

For all housing projects with five (5) or more HOME-assisted units, Grantee must submit a Marketing Plan in writing to the Lafayette Community Development Department for approval within sixty (60) days of the date of the executed contract and before the first draw is released. The Marketing Plan must include the following:

1. Methods for informing the public, owners and potential tenants about fair housing laws.
2. Description of what Grantee will do to affirmatively market housing assisted with HOME funds.
3. Identification of groups in the housing market area who are least likely to apply for the housing because of its location or other factors without special outreach.
4. Description of what Grantee will do to inform persons not likely to apply for housing without special outreach.

Record Keeping

To document implementation of the Affirmative Marketing Program activities, Grantees will meet the record-keeping requirements of 24 CFR 92.508(a)5(i) and (ii) and 92.351 concerning racial, ethnic, and gender characteristics, and maintain the following records:

1. Complete demographic characteristics of all applicants.
2. Grantee's written acknowledgement of fair housing notice and laws.
3. Record of contact with applicants.
4. Copies of notices to social service agencies, neighborhood and other groups specified above.
5. Copies of press releases, media coverage, mailings and other pertinent information.

Assessment and Corrective Action

The City will assess the affirmative marketing efforts for effectiveness using the following steps. If corrective action is necessary, the City will work closely with the Grantee until the issues are resolved.

1. To determine if good faith efforts have been made, the City will periodically compare the information contained in the records with actions taken to implement the affirmative marketing efforts.
2. To determine results, the City will examine whether persons from all racial and ethnic groups in the community either were aware of or applied for units that were affirmatively marketed.
3. The City may periodically perform ownership and/or tenant surveys to determine the source of referrals.
4. If it is determined that the Grantee has not affirmatively marketed the program, corrective actions may be required. These may include an initial conference to discuss required changes, possible disqualification from future participation in CDBG / HOME programs and/or legal action.



Lafayette Water Works

January 13, 2026

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

Dear Board Members:

You have before you an updated master services agreement with Wessler Engineering for 2026. This agreement establishes on-call task orders for water works projects. It will replace the original water on-call agreement that was originally signed in 2015.

I recommend this agreement for your approval.

Sincerely,

A handwritten signature in black ink that reads "Steve Moore". The signature is written in a cursive style with a large, looping "S" at the beginning.

Steve Moore
Water Works Superintendent

**AGREEMENT
BETWEEN
BOARD OF PUBLIC WORKS AND SAFETY
LAFAYETTE, INDIANA
AND
WESSLER ENGINEERING, INC.
FOR
ON-CALL WATERWORKS ENGINEERING SERVICES**

THIS AGREEMENT, entered into by and between the Board of Public Works and Safety, City of Lafayette, Indiana, (hereinafter named OWNER) and Wessler Engineering, Inc. 6219 S. East Street, Indianapolis, IN 46227 (hereinafter named ENGINEER):

WITNESSETH THAT:

WHEREAS, OWNER has need for On-Call Engineering Services to address issues with OWNER's waterworks system; and

WHEREAS, ENGINEER has expressed a willingness to provide Professional Services and agrees to furnish services to OWNER to address issues with OWNER's waterworks system, herein described as the PROJECT; and

WHEREAS, the PROJECT shall consist of individual TASK ORDERS initiated at the request of OWNER; and

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto mutually covenant and agree as follows:

**ARTICLE I
SCOPE OF PROFESSIONAL SERVICES – BASIC SERVICES**

All Professional Services shall be executed by a separate TASK ORDER which, upon execution, will become part of this AGREEMENT. Each TASK ORDER shall define the scope of services, include the proposed fee and type of fee, and anticipated schedule for completing the services defined by the TASK ORDER.

OWNER'S RESPONSIBILITIES

OWNER's responsibilities are contained in Attachment No. 1, Standard Terms and Conditions. OWNER's additional responsibilities or information to be provided by OWNER, if any, shall be defined in each TASK ORDER.

SUBCONSULTANTS

ENGINEER's intent to subcontract portions of the Professional Services, if any, shall be defined in each TASK ORDER.

ENGINEER reserves the right to add, remove, or replace Subconsultants with prior written approval from OWNER per the terms and conditions contained in Attachment No. 1, Standard Terms and Conditions.

COMPENSATION

In accordance with the Standard Terms and Conditions of the AGREEMENT, ENGINEER shall provide the Professional Services for which OWNER shall compensate ENGINEER as follows:

- A. Compensation for Professional Services to be provided as described in each TASK ORDER shall be on the basis of either a lump sum fee (including reimbursable expenses) or time and materials, as mutually agreed to by OWNER and ENGINEER.
- B. Professional Services performed on a lump sum basis shall be invoiced by ENGINEER monthly in accordance with the percent of the services completed. Professional Services performed on a time and materials basis shall be invoiced by ENGINEER monthly based upon the actual hours and reimbursable expenses incurred in performing the services per ENGINEER's Hourly Rate and Reimbursement Expense Schedule in effect at the time the services are performed.

SCHEDULE

The Schedule for completing the Professional Services shall be as defined in each TASK ORDER.

STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions of this AGREEMENT are included as Attachment No. 1.

This AGREEMENT and subsequent TASK ORDERS may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same AGREEMENT or TASK ORDER. An electronic, telecopied, or facsimile signature shall be equivalent to and as binding as an original signature.

IN WITNESS WHEREOF, the parties have made and executed this Professional Services AGREEMENT, this 6th day of January, 2026.

ENGINEER
WESSLER ENGINEERING, INC.



Martin A. Wessler, P.E.
CEO

Attest: _____


Andrew D. Gordon, P.E.
Senior Project Manager

Date: _____ January 6, 2026

OWNER
BOARD OF PUBLIC WORKS & SAFETY
CITY OF LAFAYETTE, INDIANA

(See attached signature page)

ADDRESS FOR GIVING NOTICE:
Wessler Engineering, Inc.
6219 South East Street
Indianapolis, IN 46227

ADDRESS FOR GIVING NOTICE:
City of Lafayette
20 N 6th Street
Lafayette, IN 47901

ADG/dmk Y:/Proposals/Lafayette/ P90020/Lafayette OnCall

Attachments: No. 1 – Standard Terms and Conditions
 No. 2 – 2026 Hourly Rate and Reimbursable Expense Schedule
 No. 3 – E-Verify Affidavit
 No. 4 – Indiana Iran Investment Certification

Approved by the Board of Public Works and Safety on the _____ day of
_____, 2026.

Gary Henriott, President

Amy Moulton, member

Cindy Murray, member

Eric Rody, member

Ron Shriner, member

ATTEST:

Mindy Miller Riehle, 1st Deputy Clerk

Date: _____

ATTACHMENT NO. 1

STANDARD TERMS AND CONDITIONS

1. Basic Agreement

A. Engineer shall provide, or cause to be provided, the Basic Services as described in this Agreement, and Owner shall pay Engineer for such Services.

2. Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses, if any.

3. Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. In no event shall payments be delayed more than 90 days. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

4. Design without Construction Phase Services

A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.

5. Termination

A. This Agreement may be terminated by either party by thirty days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

B. Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner, and

Owner shall pay Engineer for all the Services performed plus termination or suspension expenses. Upon restart of suspended Services, an equitable adjustment shall be made to Engineer's compensation and the Project schedule.

6. Owner's Responsibilities

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and specify any design and construction standards that Owner requires be included in the Drawings and Specifications.

B. Designate in writing a person authorized to act as the Owner's representative. The Owner or his representative shall receive and examine documents submitted by the Engineer, interpret and define the Owner's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the Engineer's services.

C. Furnish to the Engineer all available existing information for service and utilities locations, easements, right-of-way, encroachments, and zoning and deed restrictions.

D. Provide for full and free access for the Engineer to enter upon all property required for the performance of the Engineer's services under this Agreement.

E. Provide legal, accounting and insurance counseling services as necessary for the Project.

F. Pay for placement and payment for advertisement for Bids in appropriate publications, and all permit fees for agency approval of the Project.

G. Furnish above services at the Owner's expense and in such manner that the Engineer may rely upon them in the performance of his services under this Agreement.

H. Give prompt notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the Project or other event, which may substantially affect the Engineer's performance of services under this Agreement.

7. Dispute Resolution

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Mediation or exercising their rights under law.

B. If Mediation is invoked, the Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually agreed upon party. If such mediation is unsuccessful in resolving the Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

C. In the event of any dispute between the parties arising from or related to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and attorney fees.

8. Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 8.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. 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 this Agreement.

9. General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. This Agreement is to be governed by the laws of the State of Indiana.

C. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

D. To the fullest extent permitted by law, Owner and Engineer agree to indemnify and hold the other (and their respective officers, directors, partners, agents, consultants, and employees) harmless, from and against liability for all claims, costs, losses, and damages, including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, arising out of or relating to the Project, to the extent such claims, losses damages or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the Owner and Engineer, they shall be borne by each party in proportion to its negligence.

E. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or by the other's employees and agents.

F. The Engineer agrees to maintain records of payroll costs, including fringe benefit costs, and actual out-of-pocket costs on a generally recognized accounting basis and shall be available to the Owner during the life of this Agreement at mutually convenient times.

G. The Engineer shall at its own expense maintain in effect during the term of this contract the following insurance with limits as shown or greater: **General Liability** (including automobile) with a combined single limit of \$2,000,000. The Owner shall be named as an Additional Insured and be given a 30 day notice of cancellation, non-renewal or significant change of coverage. Engineer's insurance shall be written on a "primary" basis and the Owner's insurance program shall be in excess of all of Engineer's available coverage. **Worker's Compensation** at the statutory limit. Workers Compensation shall include a Waiver of Subrogation endorsement in favor of Owner. **Professional Liability** for protection against claims arising out of performance of professional services caused by negligent error, omission or act in the amount of \$2,000,000. The Engineer shall provide to Owner Certificates of Insurance indicating the aforesaid coverage. For projects involving construction, Owner agrees to require its construction contractor(s), if any, to include Engineer as an additional insured on its policies relating to the Project.

H. In the event any provisions of this Agreement shall be held to be invalid and non-enforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

10. Subconsultants

A. Subconsultants to the Engineer are listed in the Agreement.

B. Engineer may add, remove, or replace Subconsultants listed in the Agreement for reasonable cause with prior written approval of the Owner.

C. In the event Owner does not approve the addition of a Subconsultant, or the replacement of a Subconsultant listed in the Agreement, and Engineer cannot reasonably perform the Services intended for said Subconsultant, Owner agrees to contract directly with an entity qualified and capable of performing said Services. Owner further releases Engineer from all liability associated with the performance of said entity's Services.

11. Iran Contract Provision

A. Pursuant to Indiana Code 5-22-16.5, Engineer hereby certifies 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.

ATTACHMENT NO. 2

2026 HOURLY RATE and REIMBURSABLE EXPENSE SCHEDULE

<u>Position</u>	<u>Hourly Rate*</u>
Principal Engineer I/II	\$275/\$295
Senior Project Manager I/II	\$230/\$260
Senior Project Engineer I/II	\$230/\$260
Project Manager I/II	\$180/\$200
Construction Project Manager I/II	\$180/\$200
Assistant Construction Project Manager	\$165
Project Engineer I/II/III/IV	\$150/\$165/\$180/\$200
Engineer	\$130
Electrical/Control System Senior Project Manager I/II	\$235/\$280
Electrical/Control System Senior Project Engineer I/II	\$235/\$265
Electrical/Control System Project Manager I/II	\$180/\$200
Electrical/I&C Project Engineer I/II/III/IV	\$155/\$170/\$185/\$205
Electrical/I&C Engineer	\$135
Control System Engineer I/II/III/IV	\$155/\$170/\$185/\$205
Control System Technician I/II	\$105/\$115
Senior Mechanical Engineer I/II	\$230/\$260
Environmental Services Senior Project Manager I/II	\$180/\$195
Environmental Services Project Manager I/II	\$155/\$165
Environmental Services Assistant Project Manager	\$120
Environmental Scientist I/II/III/IV	\$95/\$105/\$125/\$135
Senior CAD Manager I	\$195
CAD Manager I/II	\$150/\$165
GIS Manager I/II	\$135/\$160
Senior Designer I/II	\$145/\$160
Designer	\$130
GIS Technician I/II/III	\$105/\$120/\$125
Technician I/II/III/IV	\$80/\$100/\$110/\$120
Senior Resident Project Representative I/II	\$135/\$145
Resident Project Representative I/II/III/IV	\$85/\$105/\$115/\$125
Senior Field Services Manager	\$165
Field Services Manager I/II	\$125/\$140
Registered/Professional Land Surveyor	\$225
Senior Survey Technician	\$170
Survey Manager I/II	\$140/\$150
Survey Crew Chief I/II/III/IV	\$95/\$115/\$125/\$140
Funding Coordinator	\$150
Utility Coordinator	\$140
Senior Project Analyst	\$150
Project Analyst I/II	\$115/\$130
Project Coordinator	\$95
Project Administrator	\$75

Reimbursable Expenses

<u>Item and Unit</u>		<u>Unit Cost</u>
Mileage (per mile)		At current IRS published rate
Copies:(each) Black & White	8.5"x11" / 11"x17"	\$0.20
	24"x36"	\$1.00
Color	8.5"x11" / 11"x17"	\$0.25/\$0.50
Plots-Bond: (each)	12"x18" / 24"x36"	\$0.50/\$1.00
GPS Survey Equipment/Robotic Total Station/ GPS Map Kit		\$30.00 per hour
Drone Equipment		\$30.00 per hour
Sewer CCTV Camera		\$50.00 per hour
Postage/shipping/freight, Lodging and Per Diems		At Cost
Subcontractor/Subconsultant fees		Cost + 10%
eCommunication Construction Software License through Eastern Engineering (per project)		At Cost

This Schedule is subject to change.

Effective Date: January 1, 2026

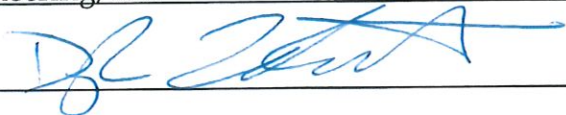
ATTACHMENT NO. 3

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Engineer entering into a contract with the Owner is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Engineer is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Engineer, being first duly sworn, deposes and states that the Engineer does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the Owner, the undersigned Engineer will enroll in and agrees to verify the work eligibility status of all its new hired employees through the E-Verify program.

(Engineer): Wessler Engineering, Inc.

By (Written Signature): 

(Printed Name) Dylan L. Lambermont

(Title): President

Important – Notary Signature and Seal Required in the Space Below

STATE OF INDIANA

SS:

COUNTY OF MARION

Subscribed and sworn to before me this 2nd day of January, 2025.



(Signed) 

Dawn M. Keyler

My commission expires August 14, 2032

Residing in Marion County, State of Indiana

ATTACHMENT NO. 4

INDIANA IRAN INVESTMENT CERTIFICATION

I, Dylan L. Lambermont, the duly authorized representative of Wessler Engineering, Inc., certify under penalty of perjury that Wessler Engineering, Inc. does not engage in investment activities in Iran as defined by I.C. 5-22-16.5.

Wessler Engineering, Inc.

A handwritten signature in black ink, appearing to read "Dylan Lambermont", written over a horizontal line.

By: _____

Dylan L. Lambermont, P.E.

President

Approved by the Board of Public Works and Safety on the _____ day of
_____, 2026.

Gary Henriott, President

Amy Moulton, member

Cindy Murray, member

Eric Rody, member

Ron Shriner, member

ATTEST:

Mindy Miller Riehle, 1st Deputy Clerk

Date: _____



Lafayette Water Works

January 13, 2026

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

Dear Board Members:

You have before you Task Order No. 1 for the Water On-Call Agreement with Wessler Engineering for assisting with the preparation of design drawings and specifications to obtain permit approval by IDEM for switching disinfection methods at the Canal Road Water Treatment Plant and to add disinfection at both of the City's booster station sites.

Water Works has experienced frequent maintenance issues and failure of the existing sodium hypochlorite onsite generation equipment at the Canal Road WTP. We are planning to switch the disinfection method to purchasing 12.5% liquid sodium hypochlorite which will require modifications to some of the equipment used. Water Works plans to utilize as much of the existing equipment as possible to minimize cost.

Water Works would also like to add disinfection at both Columbian Park and Murdock Park Booster Station sites. This will help better maintain the required disinfection levels within the upper pressure zone of the distribution system.

I recommend this task order for your approval.

Sincerely,

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

Steve Moore
Water Works Superintendent

TASK ORDER

Project: **On-Call Waterworks Engineering Services**

TASK ORDER No.: **TASK ORDER NO. 1 – Water Works Disinfection Improvements**

Date: **January 13, 2026**

Issued To: **Wessler Engineering, Inc.**

All work shall be performed in accordance with the AGREEMENT between the Board of Public Works and Safety, City of Lafayette, Indiana (OWNER) and Wessler Engineering, Inc. (ENGINEER) executed January 13, 2026.

I. PROJECT DESCRIPTION

Water Works has experienced frequent maintenance issues and failure of the sodium hypochlorite onsite generation equipment at the Canal Road Water Treatment Plant, and wish to modify the method of disinfection currently used to abandon the onsite generation process and switch to purchasing liquid 12.5% sodium hypochlorite. Water Works would also like to implement injection of disinfection chemicals at both the Columbian Park and Murdock Park Booster Stations to more effectively maintain the required disinfection residual within the water distribution system, herein referred to as the PROJECT.

Task Order No. 1 provides for the preparation of design and permitting documents for the following disinfection improvements at Water Works facilities:

- Conversion of sodium hypochlorite disinfection equipment at the Canal Road Water Treatment Plant from onsite generation to bulk purchased 12.5% solution.
- Addition of sodium hypochlorite and ammonium sulfate injection at the Columbian Park Booster Station.
- Addition of sodium hypochlorite and ammonium sulfate injection at the Murdock Park Booster Station.

II. SCOPE OF SERVICES

ENGINEER shall provide the following Professional Services:

A. DESIGN PHASE

1. Meetings and Coordination for Disinfection Improvements
 - a. Prepare for and attend up to three (3) PROJECT-related meetings with OWNER and other parties. These meetings will include kickoff, draft, and final design reviews.

- b. Provide meeting notes to all participants after meetings.
- 2. PROJECT MANAGEMENT
 - a. Provide project management services for the duration of the PROJECT including quality control, quality assurance, and regular communication with OWNER.
 - b. Perform coordination with other entities as necessary to discuss the planned project and regulatory review/approval processes.
- 3. SITE VISIT
 - a. Schedule and conduct site visits with OWNER to gather information related to the existing disinfection equipment, appurtenances, and operations at the following locations:
 - Canal Road Water Treatment Plant (WTP)
 - Columbian Park Booster Station
 - Murdock Park Booster Station
- 4. DRAWINGS AND SPECIFICATIONS
 - a. Determine modifications and additional equipment needed at Canal Road WTP to convert from onsite generation to bulk liquid sodium hypochlorite (12.5% concentration). This includes, but is not limited to, new chemical feed pumps, chemical injection lines and equipment, chemical storage tanks, secondary containment, fill station or spill prevention improvements, and ventilation.
 - b. Review code compliance and any hazard classification changes to the building based upon the proposed disinfection improvements. ENGINEER will utilize a subconsultant to determine any changes in hazard classification.
 - c. Determine improvements and additional equipment needed at both the Columbian Park and Murdock Park Booster Stations to add sodium hypochlorite and ammonium sulfate injection capabilities. This includes, but is not limited to, new chemical feed pumps, chemical injection lines and equipment, chemical storage tanks, secondary containment, fill station or spill prevention improvements, and ventilation.
 - d. Prepare draft and final design drawings and specifications for review by the OWNER. Conduct draft and final design review meetings with OWNER. Drawings will consist of a title sheet, location and index sheet, floor and elevation plans for each location, miscellaneous detail sheet, electrical legend electrical details sheet, and instrumentation sheet.
 - e. OWNER intends on using drawings and specifications to purchase additional equipment and install the improvements in-house.
- 5. PERMITTING
 - a. Submit design drawings and specifications for each improvements location to the Indiana Department of Environmental Management (IDEM).
 - b. Coordinate with IDEM to obtain approval for construction of the PROJECT.

III. COMPENSATION

In accordance with the Standard Terms and Conditions of the AGREEMENT, ENGINEER shall provide the Professional Services for which OWNER shall compensate ENGINEER as follows:

- A. Compensation for Professional Services described in Article II described above shall be on a time and material basis in the not-to-exceed amount of Fifty-Eight Thousand One Hundred Dollars (\$58,100.00).

IV. SCHEDULE

<u>Milestone</u>	<u>Days from Notice to Proceed</u>
Kickoff Meeting	45
Site Visits	45
Draft Design	75
Submit Permits	75
Final Design	90

Accepted By:

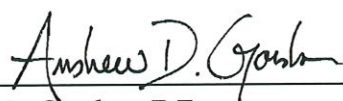
Authorized By:

ENGINEER
WESSLER ENGINEERING, INC.



Martin A. Wessler, P.E.
CEO

Attest:



Andrew D. Gordon, P.E.
Senior Project Manager II

Date: January 13, 2026

OWNER
BOARD OF PUBLIC WORKS & SAFETY
CITY OF LAFAYETTE, INDIANA

(See attached signature page)

ADG/dmk Y:/Proposals/Lafayette/ P90020/2024 DW OnCall/TO1 OnCall Services

Approved by the Board of Public Works and Safety on the _____ day of
_____, 2026.

Gary Henriott, President

Amy Moulton, member

Cindy Murray, member

Eric Rody, member

Ron Shriner, member

ATTEST:

Mindy Miller Riehle, 1st Deputy Clerk

Date: _____

Approved by the Board of Public Works and Safety on the _____ day of
_____, 2026.

Gary Henriott, President

Amy Moulton, member

Cindy Murray, member

Eric Rody, member

Ron Shriner, member

ATTEST:

Mindy Miller Riehle, 1st Deputy Clerk

Date: _____



Lafayette Water Works

January 13, 2026

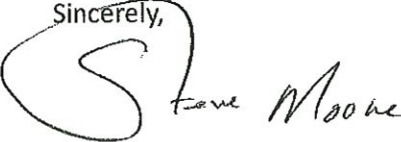
Board of Public Works and Safety
City of Lafayette
20 N 6th Street
Lafayette, IN 47901

Dear Board Members:

You have before you Amendment No. 1 to Wessler Engineering's contract for the Lead Service Line Replacements Phase 1. Construction Engineering fees were estimated based on a 6-month construction duration. Wessler was able to utilize their original contract budget through the end of 2025, however construction is being extended until April 2026 based upon approximately 3-months of material delays.

Construction originally started in April 2025 and approximately 440 service lines have been replaced as of December 31, 2025. This amendment will allow construction engineering services to continue through the end of the project.

I recommend this amendment for your approval.

Sincerely,

Steve Moore
Water Works Superintendent

TASK ORDER AMENDMENT

Project: 177715 On-Call Waterworks Engineering Services
(Billing will occur under Wessler Project No. 281624)

TASK ORDER No.: AMENDMENT NO. 1 TO TASK ORDER NO. 16 – LEAD SERVICE
LINE REPLACEMENTS

Date: January 13, 2026

Issued To: Wessler Engineering, Inc.

All work shall be performed in accordance with the AGREEMENT between the Board of Public Works and Safety, City of Lafayette, Indiana (OWNER) and Wessler Engineering, Inc. (ENGINEER) executed May 12, 2015 and TASK ORDER No. 16 executed August 13, 2024.

V. AMENDED COMPENSATION

Increase Professional Service fee for extending timeline of construction administration and resident project representative (RPR) services by \$197,000.00 to \$517,000.00.

REPLACE Paragraph A.2 in Article V with the following:

2. Compensation for Professional Services described in Article II.C through II.D shall be on a time and materials basis as follows:

Article II.C – Construction Administration Phase	\$ 135,000.00 +70,000.00
Article II.D – RPR Phase	\$ <u>382,000.00</u> +127,000.00
Total Estimated Fee:	\$ 517,000.00 +197,000.00

RPR Fees were estimated on a “per service line” basis. A total of 600 service lines were assumed, at 3 hours of coverage each. Approximately 410 service lines have been replaced as of December 9, 2025. Actual hours utilized are subject to work completed during construction, which varied from the initial estimate. Construction Administration Fees were estimated based on a 6-month construction duration, however construction is being extended until April 2026 based upon approximately 3-months of material delays.

Accepted By:

Authorized By:

ENGINEER
WESSLER ENGINEERING, INC.

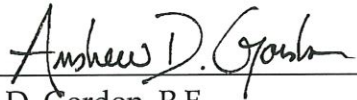


Martin A. Wessler, P.E.
CEO

OWNER
BOARD OF PUBLIC WORKS & SAFETY
CITY OF LAFAYETTE, INDIANA

(see attached signature page)

Attest:



Andrew D. Gordon, P.E.
Senior Project Manager II

Date: January 13, 2026

ADG/dmk Clients/Lafayette/Proposals/P90020/DW OnCall/TO16 Amend 1

Approved by the Board of Public Works and Safety on the _____ day of
_____, 2026.

Gary Henriott, President

Amy Moulton, member

Cindy Murray, member

Eric Rody, member

Ron Shriner, member

ATTEST:

Mindy Miller Riehle, 1st Deputy Clerk

Date: _____

Approved by the Board of Public Works and Safety on the _____ day of
_____, 2026.

Gary Henriott, President

Amy Moulton, member

Cindy Murray, member

Eric Rody, member

Ron Shriner, member

ATTEST:

Mindy Miller Riehle, 1st Deputy Clerk

Date: _____