



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

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Meeting: February 3, 2026

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

a. January 27, 2026

Documents:

[01272026.pdf](#)

NEW BUSINESS

**Lafayette Renew**

a. Contract-2025 Sewer Rehabilitation Project

Documents:

[2025 Sewer Rehab Project - Contract - InLiner Solutions.pdf](#)

b. Notice To Proceed-2025 Sewer Rehabilitation Project

Documents:

[2025 Sewer Rehab Project - Notice to Proceed - InLiner Solutions.pdf](#)

c. Task Order #10-Air Permit Modification For 2021 On-Call Wastewater Engineering Services With Wessler Engineering

Documents:

[Air Permit Modification - Task Order No. 10 -Wessler.pdf](#)

d. Amendment #1 For Task Order #9 For Sewer Rehabilitation 2025 With Wessler Engineering

Documents:

[2025 Sewer Rehab Project - Amendment No. 1 to Task Order No. 9 - Wessler.pdf](#)

**Water Works**

a. Permission To Advertise-Glick Wells 6 And 7

Documents:

[Permission to Advertise-Glick Wells 6 and 7.pdf](#)

b. Final Completion-Glick Wellfield Improvements Project

Documents:

[Final Completion-Glick Wellfield Improvements Project.pdf](#)

CLAIMS

MISCELLANEOUS

a. Revised Special Event Application And User Agreement

Documents:

[Special Event Request Application updated 02032026.pdf](#)

b. Special Event Request-Central Catholic 5K For Mental Health

Documents:

[Central Catholic 5K for Mental Health.pdf](#)

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>*

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**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 27, 2026**

Regular Session:

The Board of Public Works and Safety met in regular session on Tuesday, January 27, 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 January 20, 2026 regular meeting. Mr. Rody seconded. Passed.

**NEW BUSINESS**

**Fire Department**

*2026 Fire Contract for the Furnishing of Fire Protection and Emergency Services to the Unincorporated Area of Fairfield Township*

Fire Chief, Brian Alkire, presented to the Board and recommended approval of the 2026-2027 Fire Contract for the Furnishing of Fire Protection and Emergency Services to the Unincorporated Area of Fairfield Township. Chief Alkire stated that the Township will not pay to the City the total sum of \$100,000.00 or any other amount for fire protection services for the year 2026 as it did in 2025. In lieu of a payment for 2025 and 2026, the Township has agreed to assist the City with acquiring a new vehicle within 36-39 months of the execution of this agreement in the amount of \$748,060.00. Discussion ensued. Mr. Shriner moved for approval. Mrs. Murray seconded. Passed.

**CLAIMS**

Jeremy Diehl, Controller, presented for Board approval of Claims in the amount of \$6,890,453.10. President Henriott asked if there were any further questions and there were none. Mr. Rody moved for approval. Mrs. Moulton seconded. Passed.

**MISCELLANEOUS**

*Special Event Request-McAllister Father Daughter Dance*

Colin Miner, McAllister Center, presented to the Board and recommended approval of a Special Event Request for McAllister Father Daughter Dance to be held on February 14, 2026 from 1:00pm-8:00pm located on the streets surrounding McAllister Center. Mr. Miner stated that the event will have 3 carriages this year. Mr. Rody moved for approval. Mr. Shriner seconded. Passed.

*Banner Request-Round the Fountain Art Fair*

President Henriott presented to the Board and recommended approval of a Banner Request for Round the Fountain Art Fair for a banner to be hung across Columbia Street from May 12-26, 2026. Mrs. Moulton moved for approval. Mrs. Murray seconded. Passed.

Mr. Rody commended and thanked all the City of Lafayette departments that took such great care of the city streets during the recent snowstorm. The plowing has been wonderful, and the streets are in good shape.

Time: 9:06 a.m.

BOARD OF PUBLIC WORKS AND SAFETY

Gary Henriott s/s

President

ATTEST: Mindy Miller Riehle s/s

Mindy Miller Riehle, 1<sup>st</sup> Deputy Clerk

Minutes written by Mindy Miller Riehle, 1<sup>st</sup> 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>



January 28, 2026

Board of Public Works & Safety  
City of Lafayette  
20 North 6<sup>th</sup> Street  
Lafayette, IN 47905

Dear Board Members,

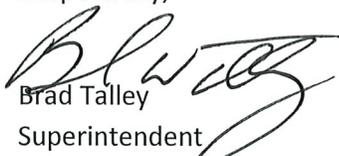
You have before you a Contract and Notice to Proceed with InLiner Solutions for the 2025 Sewer Rehabilitation project to install approximately 17,546 linear feet {LF} of 8-inch Cured-In-Place Pipe {CIPP}, 780 LF of 10-inch CIPP, and 73 LF of 15-inch CIPP in sanitary, storm, and combined sewers, and one (1) known point repair of approximately 10 LF of 10-inch sanitary sewer..

Bids for this project were opened at the Board of Works Meeting on January 6, 2026. This Contract is in the amount of \$834,968.

The Notice to Proceed for this project begins February 3, 2026 with a Substantial Completion by August 3, 2026 and a Final Completion by September 3, 2026.

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

Respectfully,

  
Brad Talley  
Superintendent  
Lafayette Renew



## AGREEMENT

THIS AGREEMENT is dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Lafayette, Indiana (Owner") and Inliner Solutions, LLC ("Contractor").

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:  
owner

### **ARTICLE 1 – WORK**

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

2025 Sewer Rehabilitation

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### **ARTICLE 2 – ENGINEER**

2.01 The Project has been designed by Wessler Engineering, Inc. The Owner has retained the following firms to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

Engineer (Design): Wessler Engineering, Inc

Engineer (Construction): Wessler Engineering, Inc

Resident Project Representative: City of Lafayette, IN

### **ARTICLE 3 – CONTRACT TIMES**

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

3.02 The Work will be substantially completed within 180 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 210 days after the date when the Contract Times commence to run.

3.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial and other losses if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed in accordance with the Contract Documents. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered

by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), the Owner, in the form of a Change Order, shall deduct from the monies due the Contractor \$1,700.00 for each calendar day that expires after the time specified in Paragraph 3.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, the Owner, in the form of a Change Order, shall deduct from the monies due the Contractor \$1,700.00 for each day that expires after the time specified in Paragraph 3.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

#### ARTICLE 4 – CONTRACT PRICE

4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds as follows:

<u>Eight Hundred Thirty Four Thousand, Nine Hundred Sixty Eight Dollars</u>	<u>(\$ 834,968.00)</u>
(words)	(figure)

For all Work, at the prices stated in Contractor's Bid.

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and Engineer will determine the actual quantities and classifications of Unit Price Work performed by the Contractor.

#### ARTICLE 5 – PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments

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

5.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer on a monthly basis during performance of the Work as provided in Paragraph 5.02.A.1 below. All such payments will be measured by the schedule of values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided elsewhere in the Contract Documents.

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

2. The Owner shall withhold five percent (5%) of the dollar value for all Work for the project satisfactorily completed. When the Work is substantially complete (operational or beneficial occupancy), the retained amount may be reduced below five percent (5%) to only that amount necessary to assure completion. On completion and acceptance on a part of the Work on which the price is stated separately in the Contract Documents, payment may be made in full, including retained percentages, less authorized deductions.
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to one hundred percent (100%) of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less two hundred percent (200%) of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

#### 5.03 Final Payment

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

### ARTICLE 6 – CONTRACTOR'S REPRESENTATIONS

- 6.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
  - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and

performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## **ARTICLE 7 – CONTRACT DOCUMENTS**

### **7.01 Contents**

- A. The Contract Documents consist of the following:
  - 1. Contractor's Bid
  - 2. Bid Bond
  - 3. Drug Testing Plan Certification
  - 4. Agreement
  - 5. E-Verify Affidavit
  - 6. Performance Bond
  - 7. Payment Bond
  - 8. Maintenance Bond
  - 9. General Conditions
  - 10. Supplementary Conditions

11. Specifications and Appendices as contained in Project Manual dated November 2025

12. Addenda

13. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed
- b. Change Order(s).
- c. Certificate of Substantial Completion

B. There are no Contract Documents other than those listed above in this Article 7.

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

## **ARTICLE 8 – MISCELLANEOUS**

### **8.01 Terms**

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

### **8.02 Assignment of Contract**

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

### **8.03 Successors and Assigns**

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

### **8.04 Severability**

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

8.05 Contractor's Certifications

- A. Contractor certifies that is has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. This Agreement 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. An electronic, telecopied, or facsimile signature shall be equivalent to and as binding as an original signature.

This Agreement will be effective on \_\_\_\_\_, 2026 (which is the Effective Date of the Agreement).

OWNER:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Board of Public Works & Safety, City of Lafayette

1700 Wabash Avenue

Lafayette, Indiana 47901

CONTRACTOR:

Inliner Solutions, LLC

By: \_\_\_\_\_

Title: Thomas Gottsegen, CLO/Asst. Secretary

Attest: \_\_\_\_\_

Title: Robbie Hille, II, CFO/Secretary

Address for giving notices:

Inliner Solutions, LLC.

4520 N. State Road 37

Orleans, IN 47452

License No.: \_\_\_\_\_

N/A  
(Where applicable)

(If Contractor is a corporation or a partnership or a joint venture, attach evidence of authority to sign.)



**PERFORMANCE BOND**

**CONTRACTOR (name and address):**

Inliner Solutions, LLC  
4520 N. State Road 37  
Orleans, IN 47452

**OWNER (name and address):**

City of Lafayette  
20 North 6th Street, Lafayette, IN 47901

**CONSTRUCTION CONTRACT**

**Effective Date of the Agreement:**

**Amount:** \$834,968.00      Eight Hundred Thirty Four Thousand Nine Hundred Sixty Eight Dollars and 00/100

**Description (name and location):** 2025 Sewer Rehabilitation Project ; Project No.: 293225.04.001

**SURETY (name and address of principal place of business):**

Everest Reinsurance Company  
100 Everest Way, Warren Corporate Center  
Warren, NJ 07059

**BOND**

**Bond Number:** ES00024710

**Date (not earlier than the Effective Date of the Agreement of the Construction Contract):**

**Amount:** \$834,968.00      Eight Hundred Thirty Four Thousand Nine Hundred Sixty Eight Dollars and 00/100

**Modifications to this Bond Form:**  None     See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Inliner Solutions, LLC

Contractor's Name and Corporate Seal

By:   
Signature

Thomas Gottsegen

Print Name

CLO/Asst. Secretary

Title

Attest: 

Signature Robbie Hille, II

CFO/Secretary

Title

Everest Reinsurance Company

Surety's Name and Corporate Seal

By:   
Signature (attach power of attorney)

Jessica L. Piccirillo

Print Name

Attorney-in-Fact

Title

Attest: 

Signature Amanda Jovino

Witness

Title



**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the

Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than

the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### 14. Definitions

14.1 **Balance of the Contract Price:** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including

allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 **Contractor Default:** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

**PAYMENT BOND**

**CONTRACTOR (name and address):**

Inliner Solutions, LLC  
 4520 N. State Road 37  
 Orleans, IN 47452

**SURETY (name and address of principal place of business):**

Everest Reinsurance Company  
 100 Everest Way, Warren Corporate Center  
 Warren, NJ 07059

**OWNER (name and address):**

City of Lafayette  
 20 North 6th Street, Lafayette, IN 47901

**CONSTRUCTION CONTRACT**

**Effective Date of the Agreement:**

**Amount:** \$834,968.00      Eight Hundred Thirty Four Thousand Nine Hundred Sixty Eight Dollars and 00/100

**Description (name and location):** 2025 Sewer Rehabilitation Project ; Project No.: 293225.04.001

**BOND**

**Bond Number:** ES00024710

**Date (not earlier than the Effective Date of the Agreement of the Construction Contract):**

**Amount:** \$834,968.00      Eight Hundred Thirty Four Thousand Nine Hundred Sixty Eight Dollars and 00/100

**Modifications to this Bond Form:**  None     See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

Inliner Solutions, LLC \_\_\_\_\_ (seal)

Contractor's Name and Corporate Seal

By: \_\_\_\_\_  
 Signature

Thomas Gottsegen  
 Print Name

CLO/Asst. Secretary  
 Title

Attest: \_\_\_\_\_  
 Signature Robbie Hille, II

CFO/Secretary

Title



**SURETY**

Everest Reinsurance Company \_\_\_\_\_

Surety's Name and Corporate Seal

By: \_\_\_\_\_  
 Signature (attach power of attorney)

Jessica L. Piccirillo  
 Print Name

Attorney-in-Fact  
 Title

Attest: \_\_\_\_\_  
 Signature Amanda Jovino

Witness

Title



**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
- 16.1 Claim: A written statement by the Claimant including at a minimum:
1. The name of the Claimant;
  2. The name of the person for whom the labor was done, or materials or equipment furnished;
  3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
  4. A brief description of the labor, materials, or equipment furnished;
  5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows:



NOW, THEREFORE, Contractor warrants the workmanship and all materials used in the construction, installation and completion of said Work, to be of good quality and completed in a workmanlike manner in accordance with the Agreement and Contract Documents and all laws, ordinances, rules, standards and regulations applicable to said Work;

FURTHERMORE, the conditions of the Surety's obligation hereunder are such that if Contractor at his own expense, for a period of three years after said Work, improvements and installations are accepted for public maintenance by the Owner, shall make all repairs or replacements thereto which may become necessary by reason of improper or defective workmanship or materials, or any failure thereof to conform to the provisions of the Agreement or Contract Documents, then Surety's obligation is to be null and void; otherwise such obligation shall remain in full force and effect. Any repairs or replacements made under this Bond shall in like manner be subject to the terms and conditions hereof.

Contractor and Surety covenant that all action required by law to be taken by them to authorize the execution and delivery of this bond have been previously been taken, that the officers whose signatures appear below have been fully empowered to execute and deliver this instrument and that once executed and delivered, it shall represent the lawful and binding obligation of the parties.

IN WITNESS WHEREOF, this instrument is executed in duplicate counterparts, each one of which shall be deemed an original, this the 23rd day of January, 2026.

CONTRACTOR: Inliner Solutions, LLC

By: [signature]  
[signature]

Thomas Gottsegen, CLO/Asst. Secretary  
[printed name]

ATTEST:  
[signature], Secretary  
[signature] Robbie Hille, II, CFO/Secretary



SURETY: Everest Reinsurance Company

[signature], Attorney-in-Fact  
[signature]

Jessica L. Piccirillo, Attorney-in-Fact  
[printed name]

100 Everest Way, Warren, NJ 07059  
[address]



**POWER OF ATTORNEY  
EVEREST REINSURANCE COMPANY and EVEREST NATIONAL INSURANCE COMPANY**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company and Everest National Insurance Company, corporations of the State of Delaware ("Company") having their principal offices located at 100 Everest Way, Warren Corporate Center, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint: **Jessica L. Piccirillo**

**Bond No.:** ES00024710  
**Principal:** Inliner Solutions, LLC  
**Obligee:** City of Lafayette

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

*RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.*

*RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.*

*RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.*

IN WITNESS WHEREOF, Everest Reinsurance Company and Everest National Insurance Company have caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 22nd day of March 2023.



Everest Reinsurance Company and Everest National Insurance Company

By: Anthony Romano, Senior Vice President

On this 22<sup>nd</sup> of March 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS  
Notary Public, State of New York  
No 01R06239736  
Qualified in Queens County  
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Sylvia Semerdjian, Assistant Secretary of Everest Reinsurance Company and Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this \_\_\_\_\_ day of \_\_\_\_\_ 20 26



By: Sylvia Semerdjian, Assistant Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/23/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  <b>Alliant Insurance Services Houston, LLC</b> <b>1330 Post Oak Blvd., Suite 300</b> <b>Houston, TX 77056</b>	<b>CONTACT NAME:</b> Brett Sauer <b>PHONE (A/C, No, Ext):</b> 602-707-1931 <b>E-MAIL ADDRESS:</b> Brett.Sauer@alliant.com	<b>FAX (A/C, No):</b> 602-707-1932
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  <b>Inliner Solutions, LLC</b> <b>4520 and 4804 N State Road 37</b> <b>Orleans, IN 47452</b>	<b>INSURER A:</b> Greenwich Insurance Company	<b>NAIC #</b> 22322
	<b>INSURER B:</b> Various	
	<b>INSURER C:</b> XL Specialty Insurance Company	37885
	<b>INSURER D:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	CGD740922012	04/01/2025	04/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	CAD740922112	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		Various	04/01/2025	04/01/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	CWD740921912	04/01/2025	04/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Policies below are excess of the General Liability, Auto Liability, and Employer's Liability:

Carrier Name	Policy Number	Limit	NAIC #
AXIS Surplus Insurance Company	P-001-001149935-03	\$3,000,000	26620
Starr Indemnity & Liability Company	1000585633251	83.33% po \$7,000,000 xs \$3,000,000	38318
Westfield Specialty Insurance Company	XSL-311411V-02	16.67% po \$7,000,000 xs \$3,000,000	16992

Re: 2025 Sewer Rehabilitation Project. City of Lafayette and Wessler Engineering. The General Liability and Commercial Auto policies include blanket Additional Insured endorsements that provide Additional Insured status to certain persons and organizations when required by written contract and subject to the terms and conditions of the endorsements. The General Liability, Auto Liability, and Workers Compensation policies include an endorsement providing that 30 days' notice of cancellation will be furnished to the certificate holder, however 10 days if canceled for non-payment.

**CERTIFICATE HOLDER****CANCELLATION**

City of Lafayette 20 North Sixth Street Lafayette, IN 47901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LESSOR – ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

<b>Named Insured:</b> IPR ACQUISITIONCO, INC.
<b>Endorsement Effective Date:</b> April 1, 2025

**SCHEDULE**

<b>Insurance Company:</b> Greenwich Insurance Company	
<b>Policy Number:</b> CAD740922112	<b>Effective Date:</b> April 1, 2025
<b>Expiration Date:</b> April 1, 2026	
<b>Named Insured:</b> IPR ACQUISITIONCO, INC.	
<b>Address:</b> 8686 NEW TRAILS DRIVE, SUITE 115 THE WOODLANDS, TX 77381	
<b>Additional Insured (Lessor):</b> ALL LESSORS	
<b>Address:</b>	
<b>Designation Or Description Of "Leased Autos":</b> ALL LEASED AUTOS	

Coverages	Limit Of Insurance Or Deductible	
<b>Covered Autos Liability</b>	\$ 2,000,000	Each "Accident"
<b>Comprehensive</b>	\$ 25,000	Deductible For Each Covered "Leased Auto"
<b>Collision</b>	\$ 25,000	Deductible For Each Covered "Leased Auto"
<b>Specified Causes Of Loss</b>	\$	Deductible For Each Covered "Leased Auto"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Coverage**

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
  - a. You;
  - b. Any of your "employees" or agents; or
  - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

**B. Loss Payable Clause**

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

**C. Cancellation**

1. If we cancel the Policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the Policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- D.** The lessor is not liable for payment of your premiums.

**E. Additional Definition**

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

## ENDORSEMENT #

This endorsement, effective 12:01 a.m., April 1, 2025, forms a part of  
Policy No. CAD740922112 issued to IPR ACQUISITIONCO, INC.  
by Greenwich Insurance Company.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **AUTOMATIC ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
AUTO DEALERS COVERAGE FORM

- A. **COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured**, is amended to include as an "insured" any person or organization you are required in a written contract to name as an additional insured, but only for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:
1. You, while using a covered "auto"; or
  2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

Provided that:

- a. The written contract is in effect during the policy period of this policy;
  - b. The written contract was signed by you and executed prior to the "accident" causing "bodily injury" or "property damage" for which liability coverage is sought; and
  - c. Such person or organization is an "insured" solely to the extent required by the contract, but in no event if such person or organization is solely negligent.
- B. The Limits of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this policy be increased by the contract.
- C. **General Conditions, Other Insurance** is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

All terms, conditions, exclusions and limitations of this policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.

All other terms and conditions of this policy remain unchanged.

**ENDORSEMENT #**

This endorsement, effective 12:01 a.m., April 1, 2025, forms a part of  
Policy No. CGD740922012 issued to IPR ACQUISITIONCO, INC.  
by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT**

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
AS PER SCHEDULE ON FILE WITH THE COMPANY.		30

All other terms and conditions of the Policy remain unchanged.

**ENDORSEMENT #**

This endorsement, effective 12:01 a.m., April 1, 2025, forms a part of  
Policy No. CAD740922112 issued to IPR ACQUISITIONCO, INC.  
by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT**

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
AS PER SCHEDULE ON FILE WITH COMPANY.		30

All other terms and conditions of the Policy remain unchanged.

**ENDORSEMENT #**

This endorsement, effective 12:01 a.m., April 1, 2025 forms a part of Policy No. CWD740921912 issued to IPR ACQUISITIONCO, INC. by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
AS PER SCHEDULE ON FILE WITH COMPANY.	AS PER SCHEDULE ON FILE WITH COMPANY.	30

All other terms and conditions of the Policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective April 1, 2025  
Insured IPR ACQUISITIONCO, INC.

Policy No. CWD740921912

Endorsement No.  
Premium \$ Included

Insurance Company  
XL Specialty Insurance Company

Countersigned by \_\_\_\_\_

---

**NOTICE TO PROCEED**

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Owner:	City of Lafayette, Indiana	Owner's Contract No.:	N/A
Contractor:	InLiner Solutions, LLC.	Contractor's Project No.:	N/A
Engineer:	Wessler Engineering, Inc.	Engineer's Project No.:	293225
Project:	2025 Sewer Rehabilitation	Effective Date of Contract:	02/03/2026

---

**TO CONTRACTOR:**

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on February 3, 2026. *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the number of days to achieve Substantial Completion is **180 (August 3, 2026)** and the number of days to achieve readiness for final payment is **210 (September 1, 2026)**.

Before starting any Work at the Site, Contractor must comply with the following:

*Attend Pre-Construction Conference with Owner and Engineer*

*Provide Submittals and Schedules in accordance with the Contract Docs*

---

Owner: City of Lafayette

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

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, 1<sup>st</sup> Deputy Clerk

Date: \_\_\_\_\_



January 28, 2026

Board of Public Works & Safety  
City of Lafayette  
20 North 6<sup>th</sup> Street  
Lafayette, IN 47901

Dear Board Members:

You have before you Task Order No. 10, Air Permit Modification, for Services in accordance with the Agreement executed May 25, 2021 between Wessler Engineering and the City.

The Indiana Department of Environmental Management (IDEM), Office of Air Quality issued a Minor Source Operating Permit (MSOP) to the City of Lafayette effective in 2019. The City of Lafayette wishes to amend the permit for equipment modifications. Wessler Engineering will provide the documentation necessary to modify the air permit per IDEM's process.

The fee for Task Order No. 10 shall not exceed \$5,000 without the OWNER's written approval.

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

Sincerely,



Brad W. Talley  
Superintendent  
Lafayette Renew



## **TASK ORDER**

---

Project: 2021 On-Call Wastewater Engineering Services

Task Order No.: **10 – Air Permit Modification**

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 25, 2021.**

### **I. PROJECT DESCRIPTION**

The Indiana Department of Environmental Management (IDEM), Office of Air Quality issued a Minor Source Operating Permit (MSOP) to the OWNER effective in 2019. The OWNER wishes to amend the permit for equipment modifications. The ENGINEER will provide the documentation necessary to modify the air permit per IDEM's process. Herein referred to as PROJECT.

### **II. SCOPE OF SERVICES**

ENGINEER shall provide the following Professional Services:

#### **A. Permit Modification**

1. Confirm the equipment identified in the existing permit is active or has been replaced or renewed. OWNER to provide necessary facility personnel for identification of equipment and records.
2. After OWNER confirmation of existing equipment, document the equipment changes since the most recent permit modification. .
3. Complete potential to emit calculations for the removed, added, or updated equipment. Complete the necessary forms for submission for new equipment.
4. Complete the necessary forms for permit renewal. The expected forms include the Air Permit Application Cover Sheet and the General Source Data form (GSD-01).
5. Provide the documentation to the OWNER for review and comments.
6. Implement the OWNER'S comments and provide a final copy for signature and submittal by the OWNER.

7. Provide a copy of the information to a library in the county where the facility is located no later than ten days after submitting the information to IDEM.
8. Coordinate with IDEM on the calculations and any questions or comments.
9. Review the draft permit from IDEM and provide comments.
10. Assist OWNER with additional compliance requirements for the added equipment.

### **III. ADDITIONAL PROFESSIONAL SERVICES**

If authorized in writing by the OWNER, ENGINEER agrees to furnish, or obtain from others, Additional Professional Services in conjunction with the PROJECT.

### **IV. OWNER'S RESPONSIBILITIES**

OWNER's responsibilities are contained in the Standard Terms and Conditions of the AGREEMENT. Additionally, OWNER's responsibilities shall include:

- A. Providing the necessary information to complete the permit application and assistance with obtaining appropriate signatures.
- B. Confirming the equipment identified in the existing permit is active or has been replaced or removed.
- C. Payment of all permit modification fees.

### **V. 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.A shall be on a time and materials basis estimated in the amount of \$5,000.00. The total not-to-exceed fee shall not be exceeded without prior written approval of the OWNER.
- B. Compensation for Additional Services, if requested in writing, shall be on a time and materials basis as mutually agreed to by OWNER and ENGINEER.
- C. 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.

**VI. SCHEDULE**

The permit application will be submitted to IDEM within 30 days of notice to proceed.

**VII. PROJECT STAFF**

The anticipated Project Staff is listed below. As the work items performed under this Task Order can vary, other staff may be utilized depending upon the assignment and the area of specialty of the Wessler Staff.

Principal Engineer	Martin A. Wessler, P.E.
Project Manager	Bridget R. Ingram, P.E.
Environmental Services Project Manager	Amy Harvell, CHMM, RPC

**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:   
Amy L. Harvell, CHMM, RPC  
Environmental Services Sr. Project Manager

Date: 01/16/2026

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, 1<sup>st</sup> Deputy Clerk

Date: \_\_\_\_\_



January 29, 2026

Board of Public Works & Safety  
City of Lafayette  
20 North 6<sup>th</sup> Street  
Lafayette, IN 47901

Dear Board Members:

You have before you Amendment No. 1 to Task Order No. 9, Sewer Rehabilitation 2025, executed September 2, 2025, in accordance with the Agreement with Wessler Engineering and the City executed May 25, 2021.

This amendment for Construction Administration increases the not-to-exceed total Task Order amount to \$60,000. The amendment will use \$9,500 previously unused during design, and adds \$15,000 not previously contracted.

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

Sincerely,

Brad W. Talley  
Superintendent  
Lafayette Renew



## **TASK ORDER AMENDMENT**

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Project: On-Call Engineering Services  
Task Order No.: **Amendment No. 1 to Task Order No. 09 – Sewer Rehabilitation 2025**  
Issued To: Wessler Engineering

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All work shall be performed in accordance with the Agreement between the Board of Public Works and Safety, City of Lafayette, Indiana and Wessler Engineering executed May 25, 2021 and Task Order No. 09 executed September 2, 2025.

### **II. AMENDED SCOPE OF SERVICES**

ADD Paragraph C to Article II, Scope of Services, as follows:

#### C. Construction Administration Phase

1. Consult with OWNER and act as OWNER's representative to administer construction.
2. Participate in a Pre-construction Conference prior to commencement of Work at the site.
3. Review schedules submitted by the Contractor.
4. Make visits to the site.
5. Issue necessary clarifications and interpretations of the Contract Documents.
6. Prepare Change Orders and work change directives.
7. Review Shop Drawings and Submittals.
8. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
9. Review and recommend periodic payment application from the Contractor to OWNER.
10. In conjunction with OWNER, conduct an inspection to determine if the Work is substantially complete.
11. Upon completion of the punch-list items, provide a Final Inspection of the work completed by the Contractor. Following Final Inspection, provide a recommendation to OWNER on final payment request by the Contractor, and release of Contractor's retainage.
12. Obtain from the Contractor the warranty certification, releases, waivers of liens, record drawings, and other closing documents as required by the Contract Documents. Review and submit the documents to OWNER for the OWNER's permanent file and record.

**III. AMENDED SCHEDULE**

ADD the following to Article III, Probable Project Schedule:

Construction Phase Services shall be provided per the construction schedule.

**VI. AMENDED COMPENSATION**

REPLACE Paragraph A in Article IV, Compensation as follows:

A. Compensation for Professional Services described in Articles II on shall be on a time and materials basis. The Engineer’s compensation for Article II.A through II.B (Design and Bid) was a not-to-exceed amount of \$45,000. After the completion of the Design and Bid Phases, \$9,700 remains on the contract. It is agreed that this remaining amount, plus an additional \$15,000.00 not previously contracted, will be utilized to perform the services described in Article II.C (Construction Administration). Therefore, the amended total not-to-exceed amount for Articles II.A through II.C Is \$60,000.00, as follows. ENGINEER may allocate dollars between the individual tasks within the total not-to-exceed fee; however, the total not-to-exceed fee shall not be exceeded without prior written approval of the OWNER.

Article II.A – Design Phase	<b>\$29,300.00</b>
Article II.B – Bid Phase	<b>\$6,000.00</b>
Article II.C – CA Phase	<b><u>\$24,700.00</u></b>
Total Not-To-Exceed Fee:	<b>\$60,000.00</b>

--Signatures on next page --

ENGINEER  
WESSLER ENGINEERING



Robert W. Holden, II, Ph.D., P.E.  
Senior Vice President

Attest:



Bridget R. Ingram, P.E.  
Project Manager

OWNER

BOARD OF PUBLIC WORKS & SAFETY  
CITY OF LAFAYETTE, INDIANA

Gary Henriott, President

Amy Moulton, Member

Cindy Murray, Member

Eric Rody, Member

Ronald Shriner, Member

ATTEST:

Mindy Riehle, 1<sup>st</sup> Deputy Clerk

Date: \_\_\_\_\_

ADDRESS FOR GIVING NOTICE:

Wessler Engineering, Inc.  
6219 South East Street  
Indianapolis, IN 46227

ADDRESS FOR GIVING NOTICE:

Lafayette Renew Facility  
1700 Wabash Avenue  
Lafayette, IN 47901

BRI/dmk Clients:Y:/02 Proposals/Lafayette/P90020/TO09 Amend1



Lafayette Water Works

February 3, 2026

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

Dear Board Members:

Lafayette Water Works is requesting approval to advertise our Glick Wells 6 and 7 project on Friday, February 6th and Friday, February 13th in the Lafayette Journal and Courier.

Two (2) test production wells were installed at the City's Glick Well Field in November 2024 and March 2025 to confirm aquifer characteristics and water quality for adding redundant water source capacity. The purpose of adding the new wells is to ensure at least five (5) wells can remain in operation if one or more of the wells need to be taken out for service.

The project includes installation of permanent components for two (2) new groundwater wells in the Glick Well Field including column pipes, pumps, motors, elevated well platforms, vaults, water sample stations, raw water piping, valves, meters, electrical, fiber optic, instrumentation and control, and other appurtenances, herein referred to as the Project.

Notice to proceed is anticipated to be given in late March/early April. The project will be substantially complete within 240 days and ready for final payment within 270 days.

I request your approval to advertise this project.

Sincerely,  


Steve Moore  
Water Works Superintendent

## **ADVERTISEMENT FOR BIDDERS**

Sealed Bids for Glick Wells 6 and 7, for the City of Lafayette, Indiana (herein called the "OWNER") will be received by the Owner at the office of the City Clerk, City Hall, 20 North Sixth Street, Lafayette, Indiana 47901 until Tuesday, March 3, 2026 at 9:00 AM (local time). Any Bids received later than the above time will be returned unopened. All Bids will be publicly opened and read aloud at that time during the Board of Public Works & Safety meeting on the first floor of City Hall.

The Work shall include:

Installation of permanent components for two (2) new groundwater wells in the OWNER's Glick Well Field including column pipes, pumps, motors, elevated well platforms, vaults, water sample stations, raw water piping, valves, meters, electrical, fiber optic, instrumentation and control, and other appurtenances, herein referred to as the Project.

Work shall be constructed under a Lump Sum Contract.

Bids shall be properly and completely executed on a State Board of Accounts Form 96 (Revised 2013). Each Bid shall be accompanied by the Contractor's Bid Attachment (included with the Contract Specifications) to Form 96, a Financial Statement (completely filled out and signed) and a bid security in the form of an acceptable certified check payable to the Owner or an acceptable Bidder's bond, in an amount of not less than 5% of the total bid price, in accordance with the Contract Specifications.

The Contract will be awarded in accordance with the provisions of IC 5-16-13 for Public Works projects awarded after June 30, 2015. Pursuant to IC 5-16-13-7, the provisions of the law are incorporated by reference.

For contracts over \$300,000.00, in accordance with IC 5-16-13-10 and IC 8-23-10-0.5, Contractor must be qualified under either IC 4-13.6-4 or IC 8-23-10 (Indiana Department of Administration or Indiana Department of Transportation) before doing any Work on a Public Works project.

In accordance with IC 22-5-1.7-11.1, Contractors entering into a contract with the Owner, and contractors of any tier as defined in IC 5-16-13-4, will be required to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program (effective July 1, 2011), and comply with the reporting requirements of IC 5-16-13-11.

Contractors entering into a contract with the Owner will be required to provide an Indiana Iran Investment Certification.

In accordance with IC 5-16-13-11, Contractor shall submit an Employee Drug Testing Plan with their Bid and contractors of any tier as defined in IC 5-16-13-4 must comply with the drug testing requirements set forth in IC 4-13-18. Contractors shall complete a Drug Testing Plan Certification to be submitted with their Bid.

The Owner reserves the right to waive any informalities or minor defects in bids or bidding procedure, or reject any and all bids, or to accept the bid from the lowest most responsible and responsive bidder as exclusively determined by the Owner. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. No Bidder may withdraw a bid within

60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder determined by the Owner to be the lowest most responsible and responsive.

Submission of a signed Bid by the Bidder constitutes acknowledgment of and acceptance of all the documents and terms and conditions of the Contractual-Legal Requirements and Technical Sections of the specifications in the Project Manual.

The Contractor to whom the Work is awarded will be required to furnish an acceptable Performance and Payment Bond each in the amount of 100% of the contract price and must be in full force and effect throughout the term of the Construction Contract plus a period of twelve (12) months from the date of substantial completion.

The Contractor to whom the Work is awarded will be required to purchase and maintain insurance coverage as described in the Contract Documents on an "occurrence basis".

Copies of the Drawings and Specifications for the Work are on file (for viewing purposes only) at the City of Lafayette, 20 North Sixth Street, Lafayette, Indiana 47901 and the Engineer's office, Wessler Engineering, 6219 South East Street, Indianapolis, Indiana 46227, Telephone (317) 788-4551. All copies are distributed to Contractors and other interested parties by Wessler Engineering, Inc. ([www.wesslerengineering.com/planroom/](http://www.wesslerengineering.com/planroom/)) for a non-refundable fee. A complete digital set of bidding documents is available for \$100. A complete hard copy set of bidding documents is available for \$200.

An up-to-date Planholders List may be viewed at <http://wesslerengineering.com/planroom/>.

A Pre-Bid Conference will be held at 10:00 AM (local time) on Friday, February 20, 2026 at Lafayette Water Works, 1020 Canal Road, Lafayette, IN 47904. Bidders are encouraged to attend the Pre-Bid Conference.

CITY OF LAFAYETTE, INDIANA

/S/ Honorable Tony Roswarski, Mayor

Attest: /S/ Cindy Murray, Clerk-Treasurer

First Publish Date: Friday, February 6, 2026

Second Publish Date: Friday, February 13, 2026

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, 1<sup>st</sup> Deputy Clerk

Date: \_\_\_\_\_



Lafayette Water Works

February 3, 2026

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

Dear Board Members:

Attached you will find the Final Completion Letter from Wessler Engineering for the Glick Wellfield Improvements Project. Reynolds Construction has completed the project, satisfactorily completed all of the punchlist items, and submitted all the necessary waivers of lien.

The contractor has submitted their final pay request totaling \$169,685.34 which includes release of retainage and any remaining contracted work items for the project.

I recommend granting final completion of the project and request your approval.

Steve Moore  
Water Works Superintendent



*More than a Project™*

February 3, 2026

Steve Moore, Water Superintendent  
Lafayette Water Works  
1020 Canal Road  
Lafayette, Indiana 47904

Re: Glick Well Field Improvements  
Final Completion

Dear Steve and Members of the Board of Public Works and Safety:

This letter serves as our recommendation for Final Completion and final payment/release of retainage to Reynolds Construction for the Glick Well Field Improvements project. We believe the Contractor has satisfactorily completed all work items for this project, those that were added to comply with requirements from IDEM, and those that have arisen since Substantial Completion was approved on June 23, 2025. Issues arising after approval of Final Completion would still need to be addressed as warranty issues, if the issues are determined to fall under warranty requirements within the one-year warranty period. This warranty period ends June 25, 2026 for the work accepted at the time of Substantial Completion.

The Contractor has submitted the required Release of Liens from their subcontractors which are included with this letter. The final pay request (Payment Application No. 11) from Reynolds Construction is included with this letter, and upon your approval of Final Completion, release of the remaining retainage can be made. The amount of retainage remaining is \$169,685.34.

If you have any questions or comments please feel free to contact me at (317) 788-4551.

Sincerely,

WESSLER ENGINEERING

A handwritten signature in black ink that reads 'Andrew D. Gordon'.

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

ADG:adg  
Enclosure

**Contractor's Application for Payment**

<b>Owner:</b> <u>City of Lafayette</u>	<b>Owner's Project No.:</b> _____
<b>Engineer:</b> <u>Wessler Engineering</u>	<b>Engineer's Project No.:</b> <u>246521.04.001</u>
<b>Contractor:</b> <u>Reynolds Construction, LLC</u>	<b>Contractor's Project No.:</b> <u>52312</u>
<b>Project:</b> <u>Glick Wellfield Improvements</u>	
<b>Contract:</b> _____	
<b>Application No.:</b> <span style="background-color: #90EE90; padding: 2px;">11</span>	<b>Application Date:</b> <u>11/17/2025</u>
<b>Application Period:</b> From <u>7/1/2025</u> to <u>11/17/2025</u>	

1. Original Contract Price	\$	4,270,000.00
2. Net change by Change Orders	\$	305,269.55
3. Current Contract Price (Line 1 + Line 2)	\$	4,575,269.55
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	4,575,269.55
5. Retainage		
a. <u>10%</u> X <u>\$ -</u> Work Completed =	\$	-
b. <u>10%</u> X _____ Stored Materials =	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	4,575,269.55
7. Less previous payments (Line 6 from prior application)	\$	4,405,584.21
8. Amount due this application	\$	169,685.34
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	-

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** Reynolds Construction, LLC

**Signature:** *Scott Huber* Scott Huber, Project Manager **Date:** 11/17/2025

<p><b>Recommended by Engineer</b></p> <p><b>By:</b> <u><i>Andrew D. Gosh</i></u></p> <p><b>Title:</b> <u>Senior Project Manager</u></p> <p><b>Date:</b> <u>1/26/2026</u></p> <p><b>Approved by Funding Agency</b></p> <p><b>By:</b> <u>N/A</u></p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p>	<p><b>Approved by Owner</b></p> <p><b>By:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p> <p><b>By:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p>
---	---

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Lafayette	Owner's Project No.:	
Engineer:	Wessler Engineering	Engineer's Project No.:	246521.04.001
Contractor:	Reynolds Construction, LLC	Contractor's Project No.:	52312
Project:	Glick Wellfield Improvements		
Contract:			

A Item No.	B Description	C Scheduled Value (\$)		D (D + E) From Previous Application (\$)		E Work Completed This Period (\$)		F Materials Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value / C (%)	I Balance to Finish (C - G) (\$)
		From	to	07/01/25	COMPLETE	11/17/25					
Original Contract											
1	Mob/Demob/Bonds/Insurance	95,000.00		95,000.00					95,000.00	100%	-
2	Final Cleanup and Restoration	10,000.00		10,000.00					10,000.00	100%	-
3	Utilities	10,000.00		10,000.00					10,000.00	100%	-
4	Submittals & Procurement	98,500.00		98,500.00					98,500.00	100%	-
5	Underground Conduit/Duct Bank/Manhole	440,000.00		440,000.00					440,000.00	100%	-
6	Interior Building Rough in	165,000.00		165,000.00					165,000.00	100%	-
7	Equipment Pads	82,500.00		82,500.00					82,500.00	100%	-
8	Low Voltage Switchgear	220,000.00		220,000.00					220,000.00	100%	-
9	Medium Voltage Switchgear	165,000.00		165,000.00					165,000.00	100%	-
10	Medium Voltage Transformers	550,000.00		550,000.00					550,000.00	100%	-
11	VFDs	660,000.00		660,000.00					660,000.00	100%	-
12	Low Voltage Cable and Terminations	165,000.00		165,000.00					165,000.00	100%	-
13	Medium Voltage Cable and Terminations	165,000.00		165,000.00					165,000.00	100%	-
14	Field Terminations	55,000.00		55,000.00					55,000.00	100%	-
15	Generator Installation	33,000.00		33,000.00					33,000.00	100%	-
16	ATS Installation	22,000.00		22,000.00					22,000.00	100%	-
17	Electric Testing/Startup/Commissioning	37,459.00		37,459.00					37,459.00	100%	-
18	Wells SCADA	125,000.00		125,000.00					125,000.00	100%	-
19	Treatment Building SCADA	150,000.00		150,000.00					150,000.00	100%	-
20	Demo Existing Holding Tank	6,500.00		6,500.00					6,500.00	100%	-
21	Demo Existing Concrete Pad	11,500.00		11,500.00					11,500.00	100%	-
22	Demo Existing Site Fencing	2,041.00		2,041.00					2,041.00	100%	-
23	Demo Existing Chemical Injection Lines	2,500.00		2,500.00					2,500.00	100%	-
24	New Chemical Vaults & Waterline	450,000.00		450,000.00					450,000.00	100%	-
25	New Chemical Feed Skids	374,000.00		374,000.00					374,000.00	100%	-
26	New Chemical Feed Piping	130,000.00		130,000.00					130,000.00	100%	-
27	Fences and Gates	15,000.00		15,000.00					15,000.00	100%	-
28	Concrete Sidewalks	15,000.00		15,000.00					15,000.00	100%	-
29	Grading and Seeding	10,000.00		10,000.00					10,000.00	100%	-
30	Erosion Control	5,000.00		5,000.00					5,000.00	100%	-
		<b>Original Contract Totals</b>		<b>\$ 4,270,000.00</b>		<b>\$ 4,270,000.00</b>		<b>\$ -</b>	<b>\$ 4,270,000.00</b>	<b>100%</b>	<b>\$ -</b>

Change Orders											
CO1-1	Prominent Pumps Credit			(55,371.79)		(55,371.79)			(55,371.79)	100%	-
CO1-2	Electrical Escalation Cost			23,367.00		23,367.00			23,367.00	100%	-
CO1-3	Switchgear Credit			(11,346.00)		(11,346.00)			(11,346.00)	100%	-
CO1-4	Add Brick Veneer			3,000.00		3,000.00			3,000.00	100%	-
CO1-5	Additional Masonry Work			8,914.69		8,914.69			8,914.69	100%	-

CO2-1	Additional Chemical Carrier Pipe & FRP Pull Boxes	42,794.26	42,794.26	-	42,794.26	100%	-
CO2-2	Transformer Pad Extension	38,788.62	38,788.62	-	38,788.62	100%	-
CO3-1	Secondary Containment	133,700.00	20,000.00	113,700.00	133,700.00	100%	-
CO3-2	Unit Heaters	24,640.00	24,640.00	-	24,640.00	100%	-
CO3-3	Roof Drain Reroute	9,823.15	9,823.15	-	9,823.15	100%	-
CO4-1	Chlorine Manhole Removal & 24" Water main	80,974.28	80,974.28	-	80,974.28	100%	-
CO5-1	Dual wall tanks	5,985.34	5,985.34	-	5,985.34	100%	-
	<b>Change Order Totals</b>	<b>\$ 305,269.55</b>	<b>\$ 185,584.21</b>	<b>\$ 119,685.34</b>	<b>\$ 305,269.55</b>	<b>100%</b>	<b>\$ -</b>
<b>Original Contract and Change Orders</b>							
	<b>Project Totals</b>	<b>\$ 4,575,269.55</b>	<b>\$ 4,455,584.21</b>	<b>\$ 119,685.34</b>	<b>\$ 4,575,269.55</b>	<b>100%</b>	<b>\$ -</b>

## CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

**NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.**

---

### Identifying Information

Name of Vendor/Subcontractor:  
Name of Contractor: Reynolds Construction, LLC  
Job Location: City of Lafayette  
Owner: City of Lafayette

### Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: City of Lafayette  
Amount of Check: \$ 169,685.34  
Check Payable To: Reynolds Construction, LLC

### Exceptions

This document does not affect any of the following:

1. Disputed claims for extras in the amount of: \$

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### Signature

Vendor/Subcontractor's Signature: *Scott Miller*  
Vendor/Subcontractor's Title: *VP Special Projects*  
Date of Signature: *11/17/2025*

## CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

**NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.**

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### Identifying Information

Name of Vendor/Subcontractor: Frakes Engineering, Inc.

Name of Contractor: Reynolds Construction, LLC

Job Location: Lafayette, IN

Owner: City of Lafayette

### Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: Reynolds Construction, LLC

Amount of Check: \$ 14,512.73

Check Payable To: Frakes Engineering, Inc.

### Exceptions

This document does not affect any of the following:

1. Disputed claims for extras in the amount of: \$

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### Signature

Vendor/Subcontractor's Signature: *Paul L. Lube - Butcher*

Vendor/Subcontractor's Title: President

Date of Signature: 12/19/2025

## CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

**NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.**

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### Identifying Information

Name of Vendor/Subcontractor: Huston Electric, Inc  
Name of Contractor: Reynolds Construction, LLC  
Job Location: Lafayette, IN  
Owner: City of Lafayette

### Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: Reynolds Construction, LLC  
Amount of Check: \$ 271,119.70  
Check Payable To: Huston Electric, Inc.

### Exceptions

This document does not affect any of the following:

1. Disputed claims for extras in the amount of: \$n/a

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Signature

Vendor/Subcontractor's Signature:

Vendor/Subcontractor's Title: Exec Vice President

Date of Signature: 12/22/25

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, 1<sup>st</sup> Deputy Clerk

Date: \_\_\_\_\_



# SPECIAL EVENT - PUBLIC PROPERTY USER APPLICATION & AGREEMENT



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

## DIRECTIONS

### Step One:

- If this request involves closing a street  
Contact Lafayette Police / 765-807-1271
- If this request involves renting the Big Four Depot - Community Room, Riehle Plaza, or John T. Myers Pedestrian Bridge  
Contact Facilities Department for availability / 765-807-1323

### Step Two:

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

## User Information

Date of Event: \_\_\_\_\_ Time: From: \_\_\_\_\_ am/pm to: \_\_\_\_\_ am/pm

Name: \_\_\_\_\_ Organization: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact person(s): \_\_\_\_\_ Phone Number(s): \_\_\_\_\_

Email: \_\_\_\_\_

Event Description: \_\_\_\_\_

Caterer: \_\_\_\_\_ Caterer's Phone Number: \_\_\_\_\_

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

- Big 4 Depot - Community Room     Riehle Plaza     John T. Myers Bridge
- City Right-of-way     Sidewalk     Other \_\_\_\_\_
- City Street (Downtown Map #1, #2, #3 or #4)     City Street (Other)

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

- Estimated Attendance: \_\_\_\_\_ \*Private Trash Hauler **REQUIRED**\* (must be removed by 8am following day)
- Street/Sidewalk/Right-of-way restriction or closure     Food or Beverages
- Restroom Facilities (required for events 4+ hours)     Tents/Canopies
- Alcohol (security is required)     Security (required when serving alcohol)
- Amusement & Entertainment Permit # \_\_\_\_\_ **Not sure if you need an A&E Permit? Go to:**  
<http://www.in.gov/dhs/2795.htm>
- Stage     Fireworks     Outdoor cooker/grill    Other \_\_\_\_\_

**Optional Equipment & Services:**

Traffic Control: barricades, **No Parking** signs, water barriers, **Road Closed** Signs \$100

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

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

**Application submittal checklist**

- Application
- Pre-event meeting (if required)
- Good Neighbor letter to neighboring properties (**send or deliver to neighbors 7 days prior to Board of Works hearing**)
- Letter of request to Board of Works (omit if only using Big Four Depot community room)
- Receipt – payment made to City of Lafayette

- Damage Deposit: \$ \_\_\_\_\_ (required only when renting Depot)
- Permit Fee: \$ \_\_\_\_\_ (fee waived when renting Depot)
- Equipment & Services: \$ \_\_\_\_\_ (optional)

- Certificate of Insurance
- Amusement & Entertainment Permit # \_\_\_\_\_

Not sure if you need an A&E Permit? Want more information? Go to: <http://www.in.gov/dhs/2795.htm> and see definition of A&E Permit in **Rule and Regulations** instructions found at the same link as the **Special Event Application**

- Traffic Control / Map / Public Safety / Emergency Plan
- User Agreement
- Board of Public Works and Safety meeting (if required)

**USER AGREEMENT:**

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

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

"Lafayette Board of Works"  
By: \_\_\_\_\_

"User"  
By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Printed: \_\_\_\_\_

Date: \_\_\_\_\_



## SPECIAL EVENT PERMIT RULES AND REGULATIONS

Scheduling of street closures and special events on public property is done on a first come, first served basis, with priority given to Government sponsored events. Public spaces cannot be restricted or closed for any event without prior review and/or approval by the Lafayette Police Department and Lafayette Board of Works and Public Safety.

- Any event involving a street closure request must first contact **Lafayette Police Department - Special Operations Division, 765-807-1271** before filing an application.
- Any event using the Big Four Depot – Community Room, Riehle Plaza, or John T. Myers Pedestrian Bridge must contact **Lafayette Facilities Department, 765-807-1323** to check availability.
- A User Application and Agreement form for scheduling special events is available from the Lafayette Police Department or Lafayette Clerk's office and online at <http://www.lafayette.in.gov/> Submit complete applications to the Lafayette Clerk's Office.

The following rules and regulations herein apply to the use of the Big Four Depot – Community Room; Riehle Plaza; John T. Myers Pedestrian Bridge; Lafayette city streets, public rights-of-way and public properties and are intended for the safety of all persons.

Prior to consideration by the Board of Works, all requests are reviewed by the Lafayette Police - Special Operations Division and Lafayette Fire Department due to street closures and events involving traffic safety, fire safety. All other departments will review requests for other concerns. All Special Event requests should complete an application and submit it to the Lafayette Clerk's Office. Following an internal review the request will be heard by the Board of Works.

A signed Application and Agreement form for use of any Lafayette public properties implies that the applicant has read and agrees to abide by these rules and regulations and will be responsible for those attending the designated event. Please read the rules and regulations carefully.

### SECTIONS:

- 01 **Definitions**
- 02 **City or State Permit - Required**
- 03 **Eligibility/Criteria**
- 04 **Exempt Activities**
- 05 **Permit – Application**
- 06 **Permit - Review & Procedure - Big Four Depot/Riehle Plaza/Pedestrian Bridge**
- 07 **Permit - Review & Procedure - All Other Outdoor/Street Closure Events**
- 08 **Traffic Control/Public Safety/Emergency Plan**
- 09 **Permit – Denial**
- 10 **Permit - Approval – Issuance**
- 11 **Alcoholic Beverages**
- 12 **Restroom Facilities & Handwashing Stations**
- 13 **Parking**
- 14 **Insurance Requirements**
- 15 **Damage Deposit/City Services and Use Fees**
- 16 **Cleanup/Damage Charges**
- 17 **Security**
- 18 **Duties of Event Holder**

## **01 DEFINITIONS:**

### **AMUSEMENT AND ENTERTAINMENT PERMIT (A&E PERMIT):**

Amusement & Entertainment permits are state required and issued by the Indiana Department of Homeland Security. Some of the most common kinds of places and events that require A&E permits are: concerts and other shows, amusement rides, movies, dances, and bowling. It is extremely important that the owner of the property or the operator of the event applies for the A&E permit well in advance of the planned event so that the necessary life safety inspections of the venue can be performed to protect public safety. For additional information go to this state website. <http://www.in.gov/dhs/2795.htm> (see **02 - CITY OR STATE PERMIT - REQUIRED** for information and requirements necessary when preparing a plan).

**APPLICANT/EVENT HOLDER (APPLICANT):** Any person or organization that seeks a special event permit from the City to conduct or sponsor an event governed by this section. An applicant must be twenty-one (21) year of age or older. When members of the group or organization making application are under 21 years of age, at least one adult supervisor for each 15 participants under 21 is required. Applicant is responsible for setting up and taking down any equipment or other items used to conduct the event.

**SPECIAL EVENT:** a temporary event or gathering, including but not limited to a parade, procession, street dance, rally, social gathering, wedding and wedding reception, race, concert, festival or cultural event, exhibition or show, celebration, carnival, and circus that involves one or more of the following activities:

1. Use of public property or facility;
2. Closing a public street;
3. Blocking or restricting access of public property;
4. Blocking or restricting access to private property of others;
5. Sale of merchandise, food, or beverages on public property;
6. Erection of a tent or shelter on public property (staked tents are not permitted in City right-of-way);
7. Temporary installation of a stage, band shell, truck, trailer, van, portable building, booth, grandstand, or bleachers on public property;
8. Placement of portable toilets on public property or placement of no-parking, directional, oversized or identification signs or banners in or over a public right of way.
9. Use of fireworks, outdoor cookers or grills;
10. An event requiring an amusement & entertainment permit.

**TRAFFIC CONTROL/PUBLIC SAFETY/EMERGENCY PLAN: (here-after the Traffic/Emergency Plan)** a map to show sections of street/public right-of-way closed to vehicular and/or pedestrian traffic and/or location/type of traffic control used during a special event. Street closures may not interfere with necessary traffic circulation or police and fire emergency routes. ***Applicants of events may be required to hire off-duty City Police officers, off-duty Lafayette Firefighters, or provide a city approved security plan for traffic control/emergency routes and/or security during an event.*** Determination to require off-duty City Police or security is made at the discretion of the Lafayette Police Department. Additional provisions for emergency routes are made at the discretion of the Lafayette Fire Department. The Lafayette Board of Works and Public Safety must approve all security and emergency measures prior to granting

approval for the event and has the authority to request that additional measures be taken prior to approval of the permit. (See **08 - TRAFFIC CONTROL/PUBLIC SAFETY/EMERGENCY PLAN** for information and requirements necessary when preparing a plan).

**02 CITY OR STATE PERMIT - REQUIRED:**

1. **CITY PERMIT** - Any event that uses public property or causes any portion of a city street, sidewalk or public property within the city's right-of-way to be restricted or closed, requires a special event permit and proof of General Liability coverage; \$1,000,000 for not-for-profits organizations and commercial groups or \$300,000 for individuals (see **11 - ALCOHOLIC BEVERAGES** for additional insurance requirements when serving alcohol). Lafayette Board of Works approval is required for all special event permits.
2. **STATE PERMIT** - Amusement & Entertainment permits are state required and issued for events at a variety of locations and venues. Some of the most common kinds of places that require A&E permits are: concerts and other shows, amusement rides, movies, dances, and *bowling*. *It is extremely important to apply for the A&E permit well in advance of the planned event so that the necessary life safety inspections of the venue can be performed to protect public safety.* Go to this Indiana Department of Homeland Security website for additional information. <http://www.in.gov/dhs/2795.htm>

**03 ELIGIBILITY/CRITERIA:**

1. A public property or right-of-way may be used for recreational, social, educational, civic and other appropriate activities as determined on a case-by-case basis for non-commercial purposes with review and/or approval from Lafayette Police Department - Special Operations Division, Lafayette Fire Department, all other city departments and the Board of Works and Public Safety.
2. Streets may be temporarily closed if it does not interfere with necessary traffic circulation or police and fire emergency routes. **Street closure requests that block police or fire department emergency routes will be denied.**

**04 EXEMPT ACTIVITIES:**

A special event permit is not required for a wedding or funeral procession on the street or a temporary parking restriction request. If unsure, contact the Lafayette Police Department – Special Operations Division to confirm a permit is not needed.

**05 PERMIT - APPLICATION:**

A Special Event Permit Application is a required part of the permitting process. Copies are available from the City website at <http://www.lafayette.in.gov>. Permit fees can be paid to the City Clerk's Office.

City Contacts:

**Lafayette Police Department**  
Special Operations Division  
601 Columbia Street, Lafayette, IN 47901  
Ph: 765-807-1271 / Fax: 765-807-1281  
[Lafayette Police Department](#)

**Lafayette Facilities Department**  
443 N. 4<sup>th</sup> Street, Lafayette, IN 47901  
Ph: 765-807-1323  
[Facilities Department](#)

**Lafayette Fire Department**

20 N. 6<sup>th</sup> Street, Lafayette, IN 47901  
Ph: 765-807-1600 / Fax: 765-807-1601  
[Lafayette Fire Dept](#)

**Lafayette City Clerk’s Office**

20 N. 6<sup>th</sup> Street, Lafayette, IN 47901  
Ph: 765-807-1021 / Fax: 765-807-1024  
[City-Clerk](#)

**Lafayette Parking Operations**

20 N. 6<sup>th</sup> Street, Lafayette, IN 47901  
Ph: 765-807-1130 / Fax: N/A  
[Parking-Operations](#)

**Lafayette City Engineer’s Office**

20 N. 6<sup>th</sup> Street, Lafayette, IN 47901  
Ph: 765-807-1050  
[Engineering Department](#)

**06 PERMIT - REVIEW & PROCEDURE :**

**BIG FOUR DEPOT/RIEHLE PLAZA/JOHN T. MYERS PEDESTRIAN BRIDGE:**

Contact: See table in #5 for mailing address, phone /fax numbers and website address.

- Lafayette Police Department – Special Operations Division for street closures.
- Lafayette Facilities Department for Big Four Depot Community Room availability.

Discuss event needs: facilities, site, dates, security, street closures, etc. (see check list on User Application & Agreement form)

- Events using the Big Four Depot – Community Room must work with the Facilities Department, confirm availability and submit an application to the Clerk’s Office. For rental information contact Facilities Department to discuss your event request 765-807-1323 Submit an application, proof of insurance and pay permit and rental fees to the Clerk’s office no less than 45 days prior to the event for review.
  - **Access** – Facilities are available from 8:00 am to 10:00 pm
  - **Parking** – The parking lot north of the Depot is reserved for facility tenants and is not available for use. At the event, Users should provide adequate directions for attendees to parking. For more information below, see section **13 PARKING.**
  - **Rental Rates** – The Big Four Depot Community Room rental options
 

○ 8:00 am–2:00 pm	\$300.00
○ 4:00 pm–10:00 pm	\$400.00
○ 8:00 am–10:00 pm	\$450.00
▪ Security Deposit *	\$100.00
▪ Early Access **	\$50.00 per hour
▪ Late Charges ***	\$25.00 per 15 minutes

\* **Security Deposit** – Security Deposits are refundable following inspection. Renter/Applicant is responsible for the removal of all trash and clean-up leaving the property/facility in the same or better condition as before the event. Applicant shall be responsible for trash removal. Failure to meet these requirements will result in a charge based on the current city man hours and equipment expense necessary to clean up after the event.

\*\* **Early Access** – Renters may gain early access to facility before the start of their scheduled rental provided the facility is available for an additional charge.

\*\*\* **Late Charges** – Late charges will be charged to renters who go past the scheduled end of their rental. A charge of \$25/for every 15 minutes past will be assessed.

- **Restrooms** – There are two restrooms in the community room available for use by those who rent the community room. Those renting only the Plaza and/or the Bridge must provide portable toilets. For more information below see section **12 RESTROOM FACILITIES & HANDWASHING STATIONS.**
- **Food and Clean-up** – Food may be brought into the Community Room for any event. Users may either bring in their own food or it may be catered. **The event organizer is responsible for the removal of all trash and clean-up of the facilities. If proper clean-up does not occur, the User will be responsible for paying any clean-up cost.** This includes any grease and stains on the brick paver or other surfaces. Do not pour grease into any drain. For more information below see section **15 CITY SERVICES AND USER FEES.**
- **Vehicles** – No motor vehicles are allowed on the bridge without prior approval of the Lafayette Board of Works and Safety.
- **Amenities** – The Community Room is equipped with many amenities including
  - 100 chairs
  - 10 – 60” round tables / 10 – 8’ banquet tables
  - Kitchenette with sink, refrigerator and microwave oven
  - Handicapped accessible
- **Additional Information** – See sections below for **11 ALCOHOLIC BEVERAGES, 14 INSURANCE REQUIREMENTS, 17 SECURITY and 18 DUTIES OF EVENT HOLDER.**

**07 PERMIT - REVIEW & PROCEDURE :**

**ALL OTHER OUTDOOR /STREET CLOSURES AND SPECIAL EVENTS:**

Contact: See table in #5 for mailing address, phone /fax numbers and website address.

- Lafayette Police Department – Special Operations Division for street closures. Discuss event needs: facilities, site, dates, security, street closures, etc. (see check list on application)
- Events requiring street closure must contact Lafayette Police – Special Operations Division and Lafayette Fire Department
- Events affecting a state road must also contact INDOT- Crawfordsville District
  - a) **Street closures:** Contact Lafayette Police Department – Special Operations Division and discuss your event request 765-807-1271. Schedule a pre-event meeting with staff through the police department at least one week prior to submitting a Special Event Permit application. Submit an application, Traffic/Emergency Plan (show type of traffic control expected for the event, see **08 – TRAFFIC CONTROL/PUBLIC SAFETY/ EMERGENCY PLAN** for additional information), Board of Works letter, and Good Neighbor notification letter, proof of insurance and paid receipt for the permit fee to the City Clerk’s Office no less than 45 days prior to the event for review.
  - b) **State Road restrictions (US52/Teal Road):** Contact the Indiana Department of Transportation, Crawfordsville District Office – Permits Depart 765-362-3700

1. Contact all residential and commercial businesses properties affected with written notification of the event prior to the Board of Works hearing and no less than 30 days before the special event or street closure (see Board of Works proceedings in packet).

**Good Neighbor Notification:** Applicant is required to provide written notice to all residential, nonprofit and commercial properties, specified organization and agencies affected by the event or closures including all businesses and homes within a one (1) block radius. **Notice to the public must be provided seven (7) days prior to the Board of Works hearing and no less than thirty (30) days in advance of the event.** The notice must state the name of the applicant, the streets or public property or right-of-way affected by the event, date(s) of the event, state the time street or other closures or restrictions will occur, the schedule of activities (entertainment, outdoor sales, food etc.), a contact person and phone number, City Clerk's Office contact number and approximately when the applicant expects the request to go before the Board of Works for approval. Provide Lafayette Police Department – Special Operations Division with a copy of the written notification when submitting the permit application. Questions or concerns from residents, business or property owners can be submitted to Applicant or City Clerk's Office either prior to or at the Board of Works hearing and will be addressed by Applicant when the request comes before the Board of Works, before approval of the request is granted.

2. During the pre-event meeting with the Lafayette Police Department – Special Operations Division and Lafayette Fire Department; applicant will be instructed to supply both departments with a copy of the Traffic/Emergency Plan. In addition, applicant may be instructed to contact one or more of the following departments or agencies if they are affected by the request;
  - Lafayette Engineering Department: 765-807-1050
  - Lafayette School Corporation Transportation Department: 765-771-6059
  - City Bus – Public Transportation Provider: 765-423-2666
  - Tippecanoe County Sheriff's Department: 765-423-9321
  - Tippecanoe School Corporation Transportation: 765-474-2481
3. Submit a letter directed to the Board of Works requesting the special event and/or street closure. The letter should include who, what, when, where and why the request is being made or street closure is needed. Applicant or representative is encouraged to be present and available at the Board of Works meeting to answer questions from Board members. Failure to appear could result in denial of the request, tabling of the permit application or other such action that the Board deems appropriate under the circumstances.

#### **o8 TRAFFIC CONTROL/PUBLIC SAFETY/EMERGENCY PLAN:**

All special event applications that include a request to close a public street, block or restrict public property or block or restrict access to private property of others must provide a map to the Lafayette Police Department – Special Operations Division and Lafayette Fire Department to show:

- Sections of street/public right-of-way closed to vehicular and/or pedestrian traffic
- Location/type of traffic control used during a special event.
- Additional information as instructed by the police or fire department staff during the pre-event meeting.

Street closures may not interfere with necessary traffic circulation or police and fire emergency routes. The Lafayette Board of Works and Public Safety must approve all security and emergency measures prior to granting approval for the event and has the authority to request that additional measures be taken prior to approval of the permit. ***Applicants of events may be required to hire off-duty City Police officers, off-duty Lafayette Firefighters or provide a city approved security plan for traffic control/emergency routes and/or security during an event.*** Determination to require off-duty City Police or security is made at the discretion of the Lafayette Police and Fire Departments. Additional provisions for emergency routes are made at the discretion of the Lafayette Fire Department. ***Events where alcohol is served are required to have police officers based on attendance.*** (See 17 –SECURITY for additional information).

**09 PERMIT - DENIAL:**

An application request may be denied at the discretion of the Police Department or the Board of Works and Public Safety. **Failure of an applicant to submit complete paper work or to appear at the scheduled Board of Works meeting could also result in denial of a request, tabling of the permit application or other such action that the Board deems appropriate under the circumstances.** Requests for street closures that block emergency routes will be denied.

**10 PERMIT - APPROVAL - ISSUANCE:**

Upon Lafayette Board of Works approval, an email from the Clerk's Office is sent to the applicant along with a copy of the signed application confirming approval of the request.

**11 ALCOHOLIC BEVERAGES:**

Alcohol is permitted at Special Events on city streets, rights-of-way and public property as per regulations of the Indiana Alcohol and Tobacco Commission (ATC). Any event where spirits, beer and wine are served must hire an alcohol beverage caterer holding a 3-way license. Any event where beer and wine is served must either hire an alcohol beverage caterer or obtain a one day permit and use individuals who also hold valid permits. It is the sole responsibility of the organizer to provide the city with proof that all the above requirements and permits issued through the Indiana Alcohol and Tobacco Commission (ATC) have been secured (see [www.in.gov/atc/](http://www.in.gov/atc/)).

**12 RESTROOM FACILITIES & HANDWASHING STATIONS:**

Events anticipated lasting more than four (4) hours must provide portable toilets based on the following circumstances:

- 1 portable toilet for each 250 attendees
- Any event must have 1 handicap accessible portable toilet or a minimum of one for every ten standard toilets.

Events that include food require vendors to meet the County Health Department standards and must provide hand washing stations for their workers based on those standards. It is the sole responsibility of the applicant or food vendors to comply. Organizers of events that include food and require portable toilets must provide hand washing stations for the public based on the following circumstances:

- 1 hand washing station per 6 portable toilets

**13 PARKING:**

The City’s Columbia Parking Garage is located at 18 N 5<sup>th</sup> Street and is available for public parking during an event. Parking is free on nights and weekends. The Depot lot on 2<sup>nd</sup> Street may have restrictions for parking during certain events. Please follow signage and traffic control devices if present. All other parking structures and surface lots in the downtown area are otherwise restricted and/or privately owned. Different rules and parking fees may apply. Applicants should work with the City’s parking operations staff. Additional parking information is also available by contacting the **City Parking Operations at 765-807-1130.**

**14 INSURANCE REQUIREMENTS:**

General Liability coverage in the amount of \$1,000,000 for not-for-profit organizations and commercial groups or \$300,000 for individuals is required with a Special Events permit application. A Certificate of Insurance must be part of the application request to show proof of coverage for the date of the event. The City of Lafayette, IN must be named as a Certificate Holder. A Special Event Permit will not be issued without the Certificate of Insurance. Applications that include the sale of alcohol must have separate Liquor Liability Insurance and obtain necessary permits and approval through the Indiana Alcohol and Tobacco Commission (ATC) (see [www.in.gov/atc/](http://www.in.gov/atc/)). The caterer must provide a copy of its liquor license, proof of Liquor Liability Insurance and Certificate of Insurance with the event permit application. The proof of Liquor Liability and Certificate of Insurance shall name the City of Lafayette as an additional insured.

**15 DAMAGE DEPOSIT/CITY SERVICES AND USE FEES:**

Damage Deposit (required with Depot rental)	\$100 (refundable following inspection)
Big Four Depot Rental	Varies, see – <b>06 BIG FOUR DEPOT</b>
Special Event/Street Closure permit fee	\$25 (fee waived when renting Depot)
Traffic Control Fee (if needed for larger events)	\$25

**16 CLEANUP/DAMAGE CHARGES:**

**Applicant is responsible for the removal of all trash and clean-up leaving the public property, facility or right-of-way and street in the same condition as before the event.** When events include food vendors, it is the vendor’s responsibility as well as the applicant to remove all packaging and food waste. Filling public trash receptacles in the vicinity of the event is not permitted. Applicant shall be responsible to supervise proper trash removal. All trash receptacles, totes, and/or dumpsters are to be removed from the event location by 8:00am the next day following the event. Failure to meet this requirement will result in a charge to the applicant based on current city man hours and equipment expense necessary to clean up after the event.

Charges for City clean-up of a special event is based on actual man hours, material and equipment costs as follows:

	(Average cost per hour)		
Labor	\$25.00	Dump Trucks	\$95.00
Pickup Trucks	\$40.00	Street Sweepers	\$160.00
Garbage Packers	\$155.00	Trailers	\$25.00
Back Hoe/Tractor	\$85.00	Mowers	\$35.00

## 17 SECURITY

Applicants of an alcohol-free event may be required to hire off-duty City Police officers, off-duty Lafayette Firefighters or provide a city approved plan for security during an event. Determination to require off-duty City Police, Firefighters or security is made at the discretion of the Lafayette Police Department on a case by case basis. The Lafayette Board of Works and Public Safety must approve all security and measures prior to granting approval for the event and has the authority to request that additional measures be taken prior to approval of the permit.

***Events where alcohol is served are required to have police officers based on attendance as follows:***

<u>Attendees</u>	<u># of Police Officers</u>
0-50	none (unless required to by Lafayette Board of Works or Police Dept)
51-200	two police officers
201-300	three police officers
301+	Lafayette Police Department will recommend the required number of police officers

## 18 DUTIES OF APPLICANT/EVENT HOLDER :

**Board of Works & Public Safety (BOW) hearing.** Applicant is strongly encouraged to attend the BOW meeting when the permit request is heard. Procedure is as follows:

- Submit your **Special Event** application and all completed paperwork to the appropriate office. Allow three (3) weeks for city review. Once review is complete, the request will be placed on the board's agenda for the following Tuesday. **Incomplete applications will not be accepted, and request will not be placed on the board's agenda until paperwork is complete and reviewed.**
- Provide written notice to all residential, nonprofit and commercial properties, specified organization and agencies affected by the event or closures including all businesses and homes within a one (1) block radius. **Notice to the public must be provided seven (7) days prior to the Board of Works hearing and no less than thirty (30) days in advance of the event.**
- On Tuesday of BOW hearing will be in the Council Chambers located on the first floor of City Hall for the official BOW meeting which starts at 9 AM;
- If present, when your Special Event request is announced, walk to the podium, identify yourself, and state your name, address and organization you represent. Present your request for the event and/or closure to the board and publicly answer any questions.

**Volunteer provisions.** Applicant is required to supply its participants with provisions such as water, medical assistance, etc., and must be readily accessible during event at all times.

**Food or Beverages.** If food or beverages are served to the public, it shall be the responsibility of the applicant and/or food vendors to contact the Health Department and obtain required permits and/or arrange for food handling training.

**Alcoholic Beverages.** To serve or sell alcoholic beverages it is the responsibility of the applicant to hire an alcohol beverage caterer or obtain the proper permits, licenses and training from the Indiana Alcoholic and Tobacco Commission (ATC) subject to Board of Works approval. If alcohol is to be sold, Liquor Liability Insurance is also required.

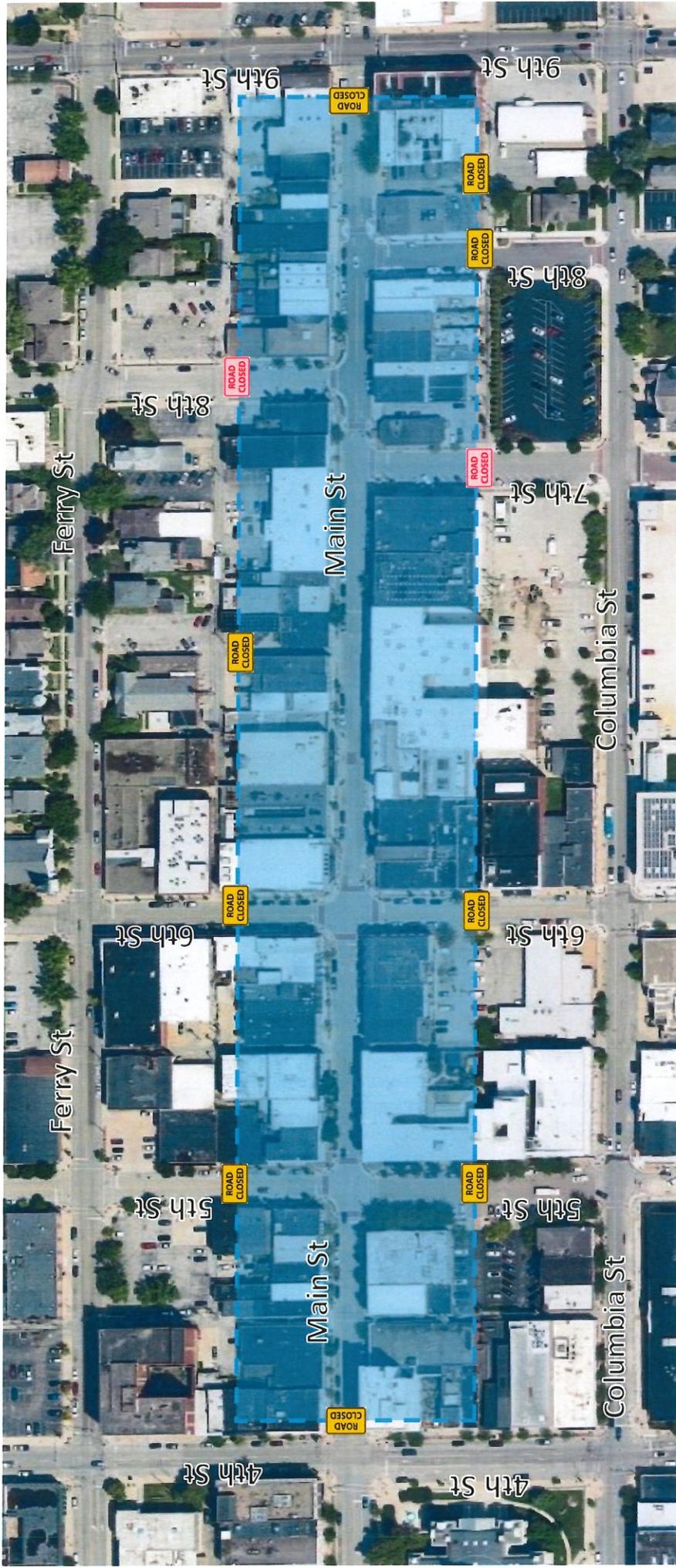
**Public safety and security.** It is the responsibility of the applicant to provide EMS, Public Safety Plan, and a site plan which includes the event layout, structures, stages, tents, cooking arrangements etc. and other procedures as required by the Lafayette Police and Fire Departments.

**Emergency evacuation plans.** Applicant shall provide a traffic control and emergency plan as required by the Lafayette Police and Fire Departments. Applicant is required to schedule and attend a pre-event meeting including both departments before approval of the event is granted.

**Safety briefing.** When off-duty City Police or security are required at an event; applicant and applicant's key staff are required to attend a briefing with security personnel on the day of the event prior to it starting.

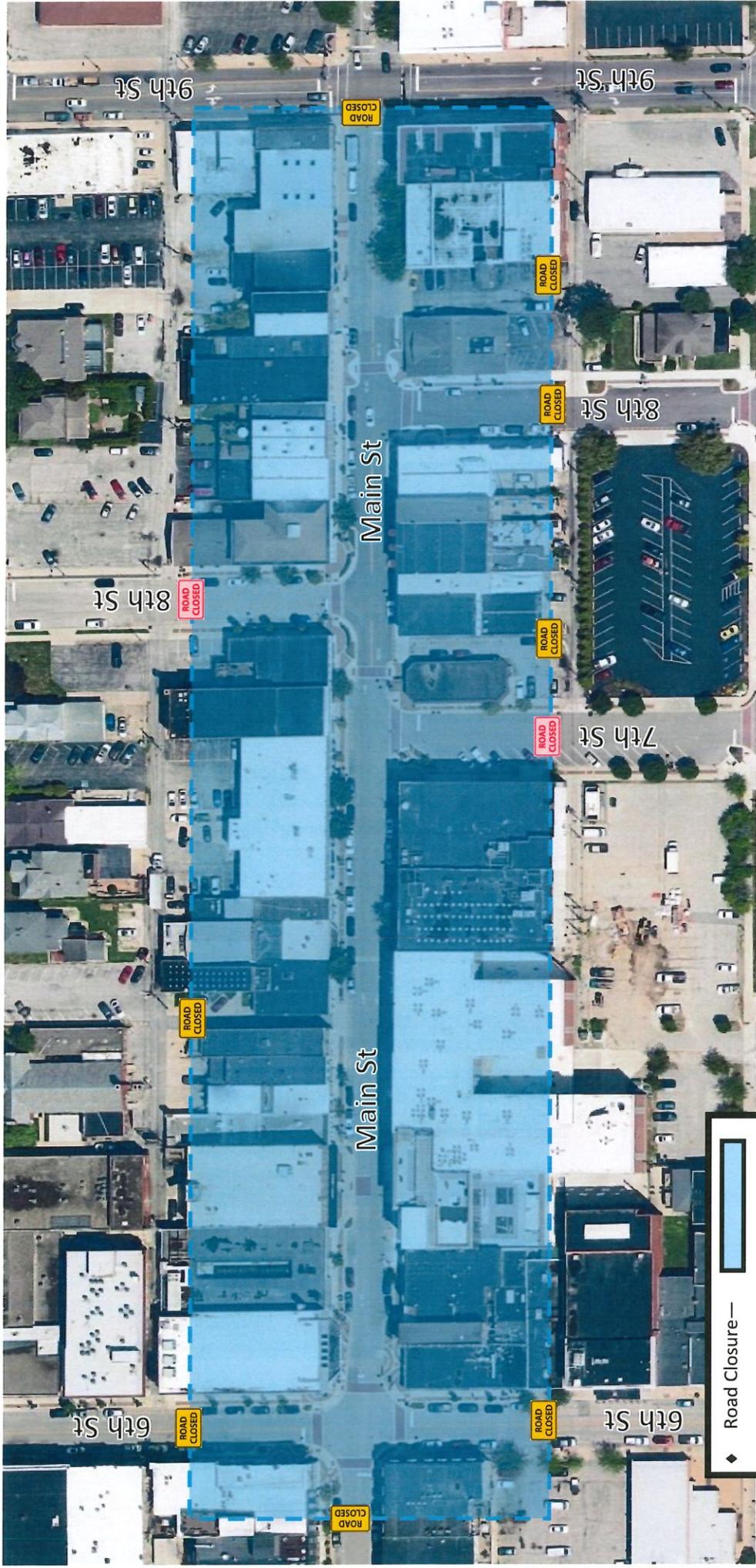
**Traffic Control Signage and Barricades.** These may be provided by the City through the Engineer's Office 765-807-1050 and/or Traffic Improvement Department 765-807-1400. Additional signage can be purchased or leased through any local sign company.

# Option #1—Main St 4th St— 9th St



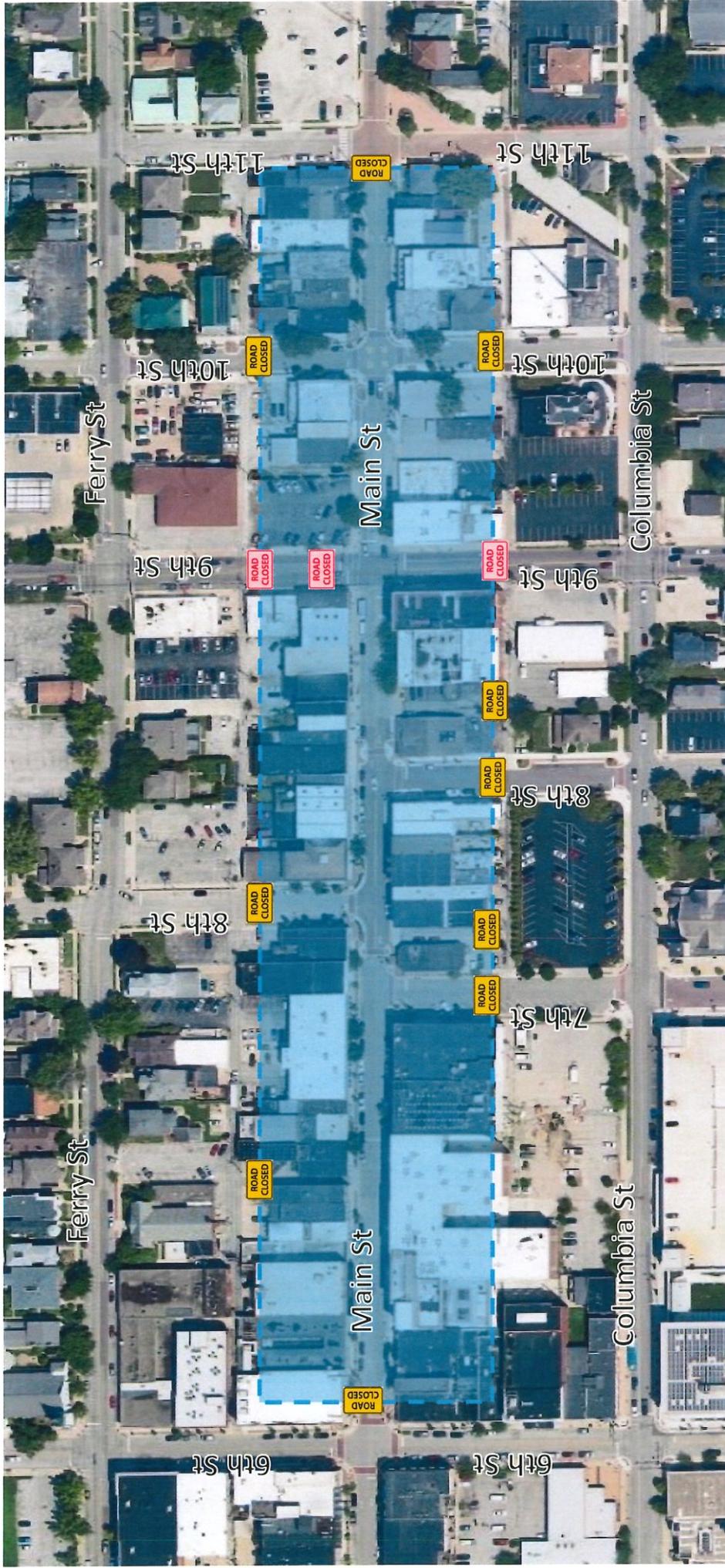
◆	Road Closure—	
◆	Hard Closure—	
◆	Soft Closure—	

# Option #2—Main St 6th St—9th St



◆ Road Closure—	
◆ Hard Closure—	
◆ Soft Closure—	

# Option #3—Main St 6th St– 11th St



◆	Road Closure—	
◆	Hard Closure—	
◆	Soft Closure—	

# Option #4—Main St. 4th—6th St/5th St Columbia St—Ferry St “Farmer’s Market”



◆	Road Closure—	
◆	Hard Closure—	
◆	Soft Closure—	



# SPECIAL EVENT - PUBLIC PROPERTY USER APPLICATION & AGREEMENT



**DO NOT USE FOR**

\* Contractor  
vehicle permit

**OR**

\* Single Day  
Temporary Parking  
Restriction  
Request

## DIRECTIONS

### Step One:

- If this request involves closing a street  
Contact Lafayette Police / 765-807-1271
- If this request involves renting the Big Four Depot - Community Room,  
Riehle Plaza, or John T. Myers Pedestrian Bridge  
Contact Facilities Department for availability / 765-807-1323

### Step Two:

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

### User Information

Date of Event: Sunday, April 26, 2026 Time: From: 5:00pm am/pm to: 6:00pm am/pm  
 Name: Melanie Davis Organization: Central Catholic Jr. Sr. HS  
 Street Address: 2410 South 9<sup>th</sup> St.  
 City: Lafayette State: IN Zip Code: 47909  
 Contact person(s): Melanie Davis Phone Number(s): 765-412-6673  
 Email: mdavis@lcss.org  
 Event Description: BC2M 5K for Mental Health  
 Caterer: \_\_\_\_\_ Caterer's Phone Number: \_\_\_\_\_

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

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

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

- Estimated Attendance: 100-150     Private Trash Hauler  
 (must be removed by 8am following day)  
 Street/Sidewalk/Right-of-way restriction or closure     Food or Beverages (food trucks)  
 Restroom Facilities (required for events 4+ hours)     Tents/Canopies  
 Alcohol (security is required)    Security (required when serving alcohol)  
 Not sure if you need an A&E Permit? Go to:  
 Amusement & Entertainment Permit # \_\_\_\_\_  
<http://www.in.gov/dhs/2795.htm>  
 Stage     Fireworks     Outdoor cooker/grill    Other \_\_\_\_\_

**Optional Equipment & Services:**

- Traffic Control: barricades, **No Parking** signs, water barriers, **Road Closed** Signs \$25

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

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

**Application submittal checklist**

- Application
- Pre-event meeting (if required)
- Good Neighbor letter to neighboring properties (**send or deliver to neighbors 7 days prior to Board of Works hearing**)
- Letter of request to Board of Works (omit if only using Big Four Depot community room)
- Receipt – payment made to City of Lafayette

- Damage Deposit: \$ \_\_\_\_\_ (required only when renting Depot)
- Permit Fee: \$ 25 (fee waived when renting Depot)
- Rental Fee: \$ \_\_\_\_\_
- Equipment & Services: \$ 25 (optional)

- Certificate of Insurance
- Amusement & Entertainment Permit # \_\_\_\_\_

Not sure if you need an A&E Permit? Want more information? Go to: <http://www.in.gov/dhs/2795.htm> and see definition of A&E Permit in **Rule and Regulations** instructions found at the same link as the **Special Event Application**

- Traffic Control / Public Safety / Emergency Plan
- User Agreement
- Board of Public Works and Safety meeting (if required)

**USER AGREEMENT:**

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

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

"Lafayette Board of Works"  
By: \_\_\_\_\_

Date: \_\_\_\_\_

"User"  
By: Melanie Davis  
Signature

Printed: Melanie Davis

Date: January 8, 2026



# CENTRAL CATHOLIC JR-SR HIGH SCHOOL

2410 South 9th Street, Lafayette, Indiana 47909  
765.474.2496 | 765.474.8752 (Fax) | <http://cc.lcss.org>

January 7, 2026

Board of Works Committee,

My name is Melanie Davis and I am the Director of Student Services at Central Catholic Jr. Sr. High. On January 17, 2023 we experienced our first death by suicide, one of our 7<sup>th</sup> grade students. I serve as the moderator of a student club, Bring Change to Mind, that was initiated to reduce the stigma associated with mental illness. This club led our first inaugural 5K walk/run to support our mental health and suicide prevention initiatives in April of 2023. The loss of our student in January that year inspired the race in order to increase awareness. We have had 100+ racers in 2023, 2024, and 2025 and hope to exceed our highest number of participants this year.

With approval, this year's race will be on Sunday, April 26, 2026. After considering survey data from last year's race, the safety of runners/walkers along Beck Lane remains a priority. We are working with the Lafayette Police Department to ensure we are taking the appropriate measures with regard to barricades, cones, as well as police officers and volunteers to navigate traffic and the flow of racers. Since there will be additional people running/walking through the neighborhood and possibly additional noise, we will distribute letters to all those impacted by the race at the appropriate time so the neighbors have an opportunity to voice any concerns at the designated Board of Works meeting.

Our goal is to limit any inconvenience, keep people moving along the streets in the neighborhood and ensure racers have a good race. We appreciate the Board of Works considering this event at the next available meeting.

Kind regards,

Melanie Davis, Ph.D.  
Director of Student Services  
Central Catholic Jr. Sr. High School



CENTRAL  
CATHOLIC  
JR-SR HIGH SCHOOL

2410 South 9th Street, Lafayette, Indiana 47909  
765.474.2496 | 765.474.8752 (Fax) | <http://cc.lcss.org>

March 30, 2026

Dear Neighbor,

My name is Melanie Davis, and I am the Director of Student Services at Central Catholic Jr.-Sr. High School. On January 17, 2023, our school community experienced a heartbreaking loss when one of our 7th-grade students died by suicide. In response, I, along with our student-led club, *Bring Change to Mind*, have been working to reduce the stigma surrounding mental illness.

As part of these efforts, our club organized the inaugural *5K Walk/Run for Mental Health and Suicide Prevention* in 2023. This event was created to honor our student's memory and to raise awareness about mental health. Over the past three years, we have welcomed 100+ participants, and we hope to exceed that number this year.

We want to inform you that we will be hosting the race again this year on **Sunday, April 26, 2026**. The race will begin at **5:00 PM** at Central Catholic and is expected to conclude by **6:30 PM**. As a result, there will be an increase in foot traffic and some additional noise in the neighborhood during that time.

We sincerely apologize for any inconvenience this may cause and appreciate your understanding. Our team will make every effort to ensure participants move along the course smoothly and respectfully. If you have any concerns on the day of the event regarding participant conduct, please do not hesitate to contact me on my cell phone at **(765) 412-6673**.

Thank you for your patience and support as we continue this important initiative.

Warm regards,

Melanie Davis, Ph.D.  
Director of Student Services  
Central Catholic Jr. Sr. High School  
(765) 471-8362



# Certificate of Coverage

Date: 1/9/2026

**Certificate Holder**  
 The Roman Catholic Diocese of Lafayette-In-Indiana, Inc., Chancery Office  
 P O Box 260  
 Lafayette, IN 47902

**Covered Location**  
 Lafayette Central Catholic High School  
 2410 South Ninth St.  
 Lafayette, IN 47909

**This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.**

**Company Affording Coverage**  
 THE CATHOLIC MUTUAL RELIEF SOCIETY OF AMERICA  
 10843 OLD MILL RD  
 OMAHA, NE 68154

**Coverages**

**This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.**

Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
Property				Real & Personal Property	
<b>D. General Liability</b>  <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made	8510	6/1/2025	6/1/2026	Each Occurrence	1,000,000
				General Aggregate	
				Products-Comp/OP Agg	
				Personal & Adv Injury	
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
Excess Liability				Each Occurrence	
				Annual Aggregate	
Other				Each Occurrence	
				Claims Made	
				Aggregate	
				Annual Aggregate	
				Limit/Coverage	

**Description of Operations/Locations/Vehicles/Special Items** (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)  
 Central Catholic High School's 5k Walk/Run for Mental Health on April 26, 2026 from 5:00 p.m. to 6:00 p.m. with traffic control.

**Holder of Certificate**

**Cancellation**

Additional Protected Person(s)  
  
 City of Lafayette  
 City Hall  
 20 N 6th Street, 2nd floor  
 Lafayette, IN

**Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.**

Authorized Representative

*Paul A. Peterson*

0175003421

# ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement 4/26/2026 Charge \_\_\_\_\_ Credit \_\_\_\_\_  
Cancellation Date of Endorsement 4/27/2026  
Certificate Holder The Roman Catholic Diocese of Lafayette-In-Indiana, Inc., Chancery Office P O Box 260 Lafayette, IN 47902  
Location Lafayette Central Catholic High School 2410 South Ninth St. Lafayette, IN 47909  
Certificate No. 8510 of The Catholic Mutual Relief Society of America is amended as follows:

## SECTION II - ADDITIONAL PROTECTED PERSON(S)

It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability), is amended to include as an **Additional Protected Person(s)** the organization(s) shown in the schedule below.

### Schedule - ADDITIONAL PROTECTED PERSON(S)

City of Lafayette  
City Hall  
20 N 6th Street, 2nd floor  
Lafayette, IN  
Remarks:  
Central Catholic High School's 5k Walk/Run for Mental Health on April 26, 2026 from 5:00 p.m. to 6:00 p.m. with traffic control.

However, the following limitations apply to coverage:

1. The maximum limits of coverage provided by Catholic Mutual Relief Society of America to the **Additional Protected Person(s)** named in this endorsement shall not exceed the coverage dollar amount specifically required by contract or agreement and agreed to by the **Protected Person(s)**. In the absence of specific coverage limits within a referenced contract or agreement, the limits of liability afforded to the **Additional Protected Person(s)** must be listed on a separate Certificate of Coverage form attached to this endorsement. All limits of liability extended by this endorsement are inclusive of both Section II Coverage D and Section VII coverages (if applicable).
2. Unless specifically agreed to by contract or agreement, the coverage extended to the **Additional Protected Person(s)** by this endorsement is excess and non-contributory over any other available coverage or insurance.
3. This endorsement does not apply to any **Occurrence** outside the specific date(s) of a facility use agreement or terms of a lease.
4. This endorsement does not extend coverage to the **Additional Protected Person(s)** for **Occurrences** which cannot be attributed to primary acts or omissions of the **Protected Person(s)**.
5. Provided that a premises is utilized by the **Protected Person(s)** in a manner consistent with its intended purpose and in accordance with the applicable contract, agreement, or lease, this endorsement does not extend coverage to the **Additional Protected Person(s)** for premises defects or other **Occurrences** which could not be discovered by the **Protected Person(s)** with reasonable diligence.
6. The limited coverage afforded to the **Additional Protected Person(s)** by this endorsement only applies to the extent permissible by law and shall not apply to non-delegable duties unless specifically agreed to by contract or agreement.

This extension of coverage shall not enlarge the scope of coverage provided to the **Certificate Holder** under this Certificate nor increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the **Additional Protected Person(s)** will not precede the effective date of this endorsement or extend beyond the cancellation date.