



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

Meeting: February 10, 2026

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

- a. February 3, 2026

Documents:

[02032026.pdf](#)

BID OPENING

- a. Creasy Lane CCMG Project

NEW BUSINESS

Engineering

- a. Amendment #2-9th Street Stormwater And Streetscape Improvements

Documents:

[Amendment 2-9th Drainage and Sidewalk Improvements.pdf](#)

Lafayette Housing Authority

- a. CDBG Agreement Between The City Of Lafayette And Lafayette Transitional Housing Center DBA LTHC Homeless Services Program Year 2025

Documents:

[LTHC 2025 CDBG Agreement.pdf](#)

Water Works

- a. Task Order #2-2025 Water Loss Audit And Validation For On-Call Waterworks Engineering Services

Documents:

[Task Order 2.pdf](#)

- b. Amendment #3-Water System Master Plan With Wessler Engineering

Documents:

CLAIMS

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

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

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

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

BOARD OF PUBLIC WORKS AND SAFETY
MINUTES
February 3, 2026

Regular Session:

The Board of Public Works and Safety met in regular session on Tuesday, February 3, 2026 at 9:00 a.m. in the Common Council Chambers. Members present were: Gary Henriott, Cindy Murray and Ron Shriner.
Absent: Amy Moulton and Eric Rody

President Henriott called the meeting to order.

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

MINUTES

Mrs. Murray moved for approval of the minutes from the January 27, 2026 regular meeting. Mr. Shriner seconded. Passed.

NEW BUSINESS

Lafayette Renew

Contract-2025 Sewer Rehabilitation Project

Brad Talley, Renew Superintendent, presented to the Board and recommended approval of a Contract for the 2025 Sewer Rehabilitation Project with Inliner Solutions in the amount of \$834,968.00. Mr. Talley went over the details of the project. Mr. Shriner moved for approval. Mrs. Murray seconded. Passed.

Notice to Proceed-2025 Sewer Rehabilitation Project

Mr. Talley presented to the Board and recommended approval of a Notice to Proceed for the 2025 Sewer Rehabilitation Project. Mr. Talley stated that the project is set to start today with a substantial completion by August 3, 2026 and a final completion payment by September 2026. Mr. Shriner moved for approval. Mrs. Murray seconded. Passed.

Task Order #10-Air Permit Modification for 2021 On-Call Wastewater Engineering Services with Wessler Engineering

Mr. Talley presented to the Board and recommended approval of Task Order #10 for the Air Permit Modification for the 2021 On-Call Wastewater Engineering Services with Wessler Engineering. Mr. Talley requested to amend the permit for equipment modifications. This task order is in the amount not-to-exceed of \$5,000.00 without Owner's written approval. Wessler Engineering will provide the documentation necessary to modify the air permit per IDEM's process. Mr. Talley answered questions from the Board regarding the project. Mrs. Murray moved for approval. Mr. Shriner seconded. Passed.

Amendment #1 for Task Order #9 for 2025 Sewer Rehabilitation with Wessler Engineering

Mr. Talley presented to the Board and recommended approval of Amendment #1 for Task Order #9 for the 2025 Sewer Rehabilitation with Wessler Engineering. Mr. Talley stated that this amendment for construction administration increases the not-to-exceed total task order amount of \$60,000.00. The amendment will use

\$9,500.00 previously unused during design and adds \$15,000.00 not previously contracted. Mr. Shriner moved for approval. Mrs. Murray seconded. Passed.

Water Works

Permission to Advertise-Glick Wells 6 and 7

Steve Moore, Water Works Superintendent, presented to the Board and recommended approval of a Permission to Advertise for the Glick Wells 6 and 7. The advertisements are set to run on February 6 and 13, 2026 with the bid opening on March 3, 2026. Mr. Moore went over the details of the project. Mr. Moore stated that the notice to proceed is expected to be given in late March/early April. Discussion ensued. Mrs. Murray moved for approval. Mr. Shriner seconded. Passed.

Final Completion-Glick Wellfield Improvements Project

Mr. Moore presented to the Board and recommended approval of a Final Completion for the Glick Wellfield Improvements Project with Reynolds Construction. Mr. Moore stated that Reynolds Construction has completed the project, satisfactorily completed all the punchlist items, and submitted all the necessary waivers of lien. Mr. Moore stated that 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. Mrs. Murray moved for approval. Mr. Shriner seconded. Passed.

CLAIMS

Jeremy Diehl, Controller, presented for Board approval of Claims in the amount of \$2,497,852.97. President Henriott asked a question on Pages 6-14 regarding the Cinergy Corp. varying invoice dates. Mr. Diehl stated that the different dates have to do with meter location and billing service period. President Henriott asked a question on Page 36 regarding the Legacy Lines Inc. invoice. Mr. Diehl stated that invoice is for labor and materials for fiber optic lines on South Street due to a contractor incident. President Henriott asked a question on Page 41 regarding the Ty Lin International invoice. Mr. Diehl stated that was the new company name for Greeley and Hansen. Mr. Shriner moved for approval. Mrs. Murray seconded. Passed.

MISCELLANEOUS

Revised Special Event Application and User Agreement

Myles Holtsclaw, Economic Development, presented to the Board and recommended approval of revisions made to the Special Event Application. Mr. Holtsclaw stated these changes were made in collaboration with the Clerk's Office, Economic Development and the Lafayette Police Department. Mr. Holtsclaw stated that the revisions include new designations for city street: one is downtown with four maps that users can select from and two is for block parties/outside of downtown. Mr. Holtsclaw stated another change is the requirement of applicant using a private trash hauler and removed by 8am the following morning. The final change is an increase from \$25 to \$100 for traffic control (barricades). Mrs. Murray stated that the new downtown footprints are for public safety and the new barriers. Mr. Shriner moved for approval. Mrs. Murray seconded. Passed.

Special Event Request-Central Catholic 5K for Mental Health

Lilly Frye, Bring Change to Mind Team and Event Representative, presented to the Board and recommended approval of a Special Event Request for Central Catholic 5K for Mental Health to be held on April 26, 2026 from 5:00pm-6:00pm located on the streets surrounding Central Catholic. Mrs. Murray moved for approval. Mr. Shriner seconded. Passed.

Time: 9:18 a.m.

BOARD OF PUBLIC WORKS AND SAFETY

Gary Henriott s/s

President

ATTEST: Mindy Miller Riehle s/s

Mindy Miller Riehle, 1st Deputy Clerk

Minutes written by Mindy Miller Riehle, 1st Deputy Clerk

*A digital audio recording of this meeting is available in the Lafayette City Clerk's Office or online at <http://www.lafayette.in.gov/agendacenter>. **A list of all permits issued for the preceding week is available at <http://www.lafayette.in.gov/DocumentCenter/Index/375>

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2**

The Effective Date of this Amendment is: _____

Background Data

Effective Date of Owner-Engineer Agreement: June 10, 2025

Owner: City of Lafayette Board of Public Works

Engineer: VS Engineering, Inc.

Project: 9th Street Stormwater and Streetscape Improvements

Nature of Amendment:

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications of payment to Engineer

Description of Modifications:

Per Owner request, the Project Area has expanded (see attached Project Map) to include the area south from the Kossuth and 9th Street intersection, along 9th Street, to Durkee's Run as well as along Elliott and Wells Streets to their intersections with 10th Street.

VS proposes conducting Topographic Surveying and Subsurface Utility Engineering (SUE) services in the expanded Project Area in accordance with the original agreement scope of services. The corridor limits will generally be constrained to the east back of curb and west right of way along 9th Street.

VS proposes additional scope items of Conceptual Design for:

- ***New separated storm sewer from said Kossuth and 9th Street intersection south to Durkee's Run. This anticipates combined sewer separations at the intersections of 10th and Elliott Streets and 10th and Wells Streets. The conceptual design will be presented as a plan view route over an aerial image. It is anticipated that the storm alignment will be in the middle of the existing southbound drive lane. No stormwater detention analysis is included. A conceptual construction cost will also be presented.***
- ***Typical street cross section for 9th Street, south of Kossuth, visualizing the conversion of the corridor from bike lanes in the street to a trail behind a new western curb line.***

Agreement Summary:

Original agreement amount:	\$ <u>624,075</u>
Net change for prior amendments:	\$ <u>29,000</u>
This amendment amount:	\$ <u>221,800</u>
Adjusted Agreement amount:	\$ <u>874,875</u>

Exhibit K – Amendment to Owner-Engineer Agreement.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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and American Society of Civil Engineers. All rights reserved.

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

City of Lafayette Board of Public Works

By: _____
Print
name: Gary Henriott

Title: President

By: _____
Print
Name: Amy Moulton

By: _____
Print
Name: Cindy Murray

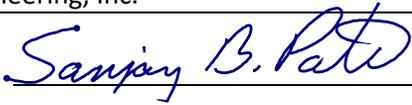
By: _____
Print
Name: Eric Rody

By: _____
Print
Name: Ron Shriner

Date Signed: _____

ENGINEER:

VS Engineering, Inc.

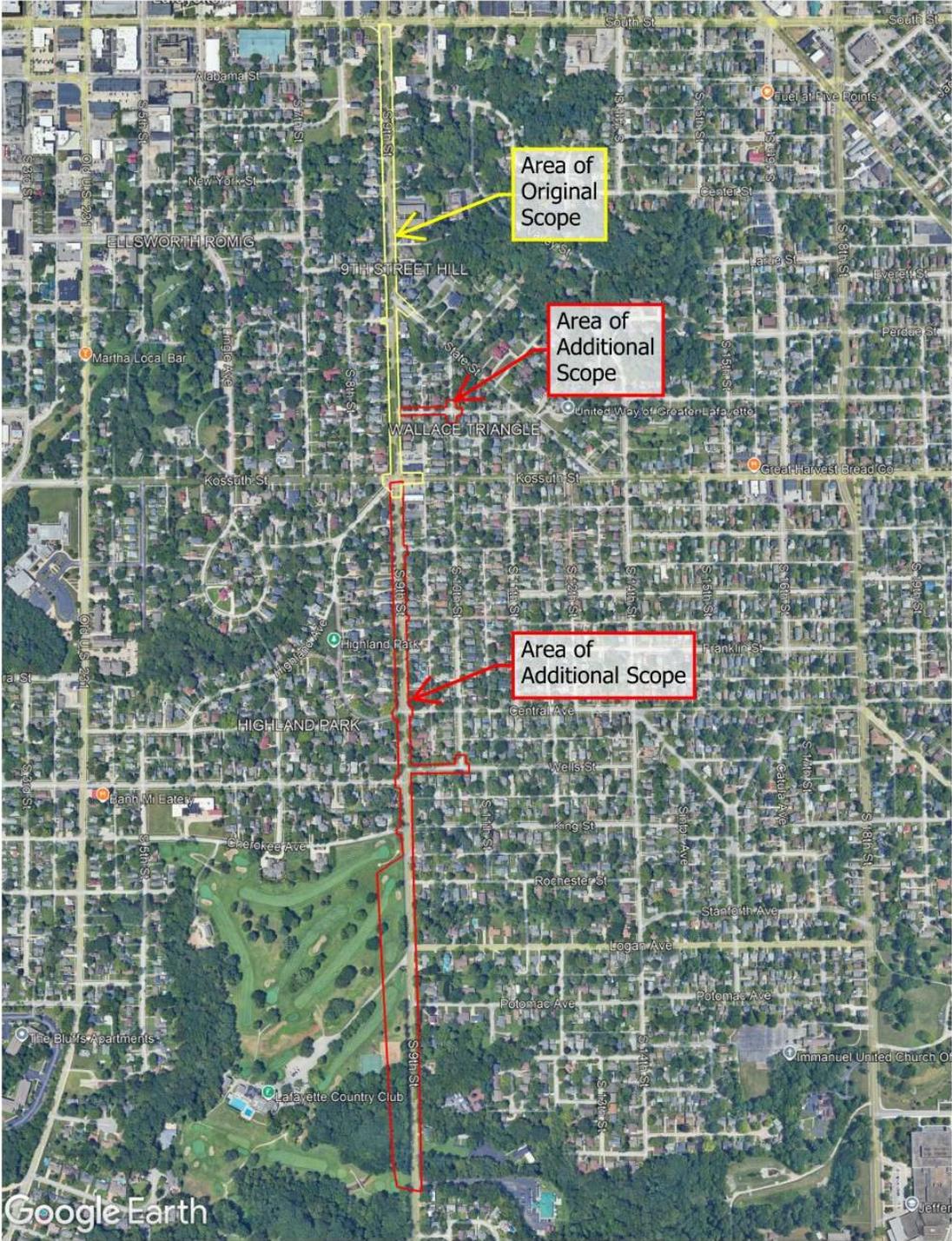
By: 
Print
name: Sanjay B. Patel, PE

Title: CEO & President

Date Signed: 12/23/2025

Project Map

The expanded project map is shown below, the original project area (± 3.25 -acres) outlined in yellow and the expanded project area (± 12.54 -acres) outlined in red:



MEMO

Date: February 4, 2026

To: Board of Public Works and Safety

From: Michael Sinnet, Senior Community Development Manager

Subject: Approval of Program Year 2025 CDBG Agreement – Lafayette Transitional Housing Center (LTHC) Public Facility Improvements and the City of Lafayette

I am requesting approval of the Program Year 2025 CDBG Agreement between the City of Lafayette and LTHC.

Under this agreement, LTHC will receive CDBG funding in the amount of \$229,958 to complete public facility improvements at three LTHC-operated sites: Eighth Street Commons, Lincoln Center, and the Engagement Center. Eligible activities include roof replacement, security camera and safety lighting upgrades, and the installation of concrete outdoor trash receptacles. These improvements are intended to enhance safety, housing stability, and neighborhood conditions for low- to moderate-income individuals experiencing homelessness.

The agreement has been reviewed and approved by Kara Boyles.

Thank you for your consideration.

**CDBG AGREEMENT BETWEEN THE CITY OF LAFAYETTE AND
LAFAYETTE TRANSITIONAL HOUSING CENTER D/B/A LTHC
HOMELESS SERVICES
PROGRAM YEAR 2025**

This Agreement is entered into effective this _____ day of _____ 2026, by and between the City of Lafayette, Indiana (“the City”), an Entitlement City under the Community Development Block Grant Program, and LTHC Homeless Services. (“the Developer”), an Indiana not-for-profit-corporation.

Whereas, the City has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; under HUD Catalog of Federal Domestic Assistance (CFDA) #14.218 Community Development Block Grants/Entitlements, grant allocation B-24-MC-18-0008; and

Whereas, the City of Lafayette has prepared a one-year action plan that identifies community needs and strategies; and

Whereas, the Common Council of the City of Lafayette in Resolution 2025-19, adopted on June 3, 2025, did approve a 2025 City of Lafayette CDBG program; and

Whereas, the Developer is an organization qualified to receive CDBG funding; and

Whereas, the Developer desires to participate in the program by providing a Homeless Services Program in Lafayette, Indiana; and

Whereas, the Developer has submitted a 2025 Agency Request for Funds Form requesting a Grant in the amount of \$229,958 for a Public Facility Improvement.

Whereas, the City has approved a grant up to \$229,958.00 to allow the Developer to undertake activities described in Exhibit A; and

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

NOW, THEREFORE, the City and Developer do mutually agree as follows:

I. USE OF FUNDS

A. Purpose

The City agrees to grant up to Two Hundred Twenty-Nine Thousand Nine Hundred and Fifty Eight Dollars (\$229,958.00) to the Developer to make improvements to various public facilities operated by LTHC, which is attached as Exhibit A and incorporated into this Agreement by reference. The Developer hereby represents and warrants that all information contained in the 2025 Agency Request for Funds Form is true and correct and that it contains no misrepresentations, falsifications, intentional omissions, or concealment of materials facts and that all information contained, and assurances and certifications made in the 2025 Agency Request for Funds Form are incorporated into this Agreement as if fully set forth within the terms of this Agreement. A description of the tasks to be performed under this Agreement and an estimated budget as described in the Developer's 2025 Agency Request for Funds Form is included on Exhibit A.

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Developer certifies that the activities carried out under this Agreement with benefit low- and moderate-income persons by providing counseling assessments and other basic services to homeless individuals in Lafayette.

C. Eligible uses of said funds are limited to infrastructure improvements, including roof replacement, security upgrades, and trash can installations across all various properties owned and operated by the Developer. A Budget for the Eligible Costs to be incurred in completing the project is described in Exhibit A. The Developer must notify LHA of any changes in the budget. Budget changes that exceed 5% of total project cost will require approval from LHA.

D. Levels of Accomplishment

The services described in Exhibit A shall be delivered at a level which is reasonably comparable to the service level projected on the 2025 Agency Request for Funds Form. If the level of services is estimated to be appreciably different from that noted on the 2025 Agency Request for Funds Form, the difference shall be justified to the satisfaction of LHA.

II. DISBURSEMENT OF FUNDS

A. Payment

The City agrees, upon submission of completed beneficiary and narrative reports, and proof of eligible expenses by Developer through the use of the Neighborly software, to disburse Program funds to Developer up to the maximum amount of the grant. Program funds shall be requested only when such funds are actually needed for the reimbursement of eligible costs and shall be used only for the completion of activities approved by LHA. The final beneficiary information, narrative, invoice, and leveraged funds report must be submitted for payment on or before December 15, 2026. The proportion of total CDBG funds to total program funds shall not exceed the proportion of services provided to low- and moderate-income Lafayette clients to total program clients. LHA will hold 10 percent of the total contract until a final, cumulative report has been submitted by the Developer and all Targeted Goals have been met. The disbursement of funds under the Program shall be contingent upon the receipt of funds by the City from HUD.

III. TIME OF PERFORMANCE

Services of the Developer shall start on the 1st day of January 2026 and end on the 30th day of November 2026. The term of this Agreement and the provisions herein shall be extended to cover any additional time during which the Developer remains in control of CDBG funds or other assets including program income.

IV. PROGRAM INCOME

The Agency shall report annually all program income as defined in 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Agency shall comply with the requirements set forth in 24 CFR 570.504. All income generated by the proceeds of this program will be paid to the City.

V. ADMINISTRATIVE REQUIREMENTS

The Developer shall comply with the following Administrative Requirements, as applicable:

A. Financial Management

1. Accounting Standards

The Developer agrees to comply with 2 CFR Chapter I, Chapter II, Part 200, et.al. and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Developer shall administer its program in conformance with 2 CFR Chapter I, Chapter II, Part 200, et.al. as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Uniform Administrative Requirements

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

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

C. Documentation and Record-Keeping

The Developer shall ensure that sufficient records are maintained to enable the City and LHA to determine whether the terms of this Agreement and requirements of 24 CFR 570.506 have been met.

1. Records to be Maintained

The Developer shall maintain all records required by Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records documenting compliance with the equal opportunity components of the CDBG program
- e. Financial records as required by 24 CFR 570.502, and 2 CFR Chapter I, Chapter II, Part 200, et.al.; and
- f. Other records necessary to document compliance with Subpart K of 24 CFR Part 570

2. Retention of Records

The Developer shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years after receipt of final payment under this Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be

retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Disclosure

The Developer understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's, LHA's or Developer's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and in the case of a minor, that of a responsible parent/guardian.

4. Close-outs

The Developer's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Developer has control over CDBG funds, including Program Income.

D. Reporting

The Agency shall submit regular progress reports to LHA in the form, content, and frequency as required by LHA. Such reports must include:

- an annual audit or financial review, as applicable;
- a periodic report of service to clients on an unduplicated basis, including demographic information, submitted with the request for reimbursement on a quarterly basis

E. Non-expendable Property

1. Inventory

The Developer shall keep inventory records, acceptable to LHA on all non-expendable property purchased under this Agreement. The Developer shall submit an inventory of all items at the end of the Program year and resubmit it each fiscal year with revisions, as necessary.

2. Insurance and Maintenance for all Non-expendable Property Purchased under this Agreement

The Developer shall maintain sufficient insurance to cover the cost of replacement due to loss by fire, theft, or accidental damage. The Developer shall also be responsible for the maintenance and upkeep of all such property.

F. Performance Monitoring

LHA will monitor the performance of the Developer against goals and performance standards required herein. Substandard performance as determined by LHA will constitute non-compliance with this Agreement. If action to correct substandard performance is not taken by the Developer within a responsible period of time after being notified by LHA, contract suspension or termination procedures will be initiated.

G. Audits and Inspections

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

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

1. Non-profit organizations that spend \$750,000 or more annually in federal awards shall have a single or program-specific audit conducted for that year in accordance with 2 CFR Chapter I, Chapter II, Part 200, et.al. Program-specific audits are only allowed if the Developer expends federal awards under only one federal program. For purposes of determining the amount of federal assistance expended, all federal assistance shall be considered, including that which is received directly from a federal agency, or passed through a state or local government, or through non-profit organizations, or any combination thereof.
2. Non-profit organizations that expend less than \$750,000 annually in federal awards shall be exempt from an audit conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, et.al., although their records must be available for review (e.g., inspections, evaluations). These agencies are required by the City to submit "Reduced Scope" audits (e.g., financial audit, performance audits). They may choose to have a program audit conducted for each federal award in accordance with federal laws and regulation governing the program in which they participate.
3. When the requirements of 2 CFR Chapter I, Chapter II, Part 200, et.al. apply, or when the Developer elects to comply with 2 CFR Chapter I, Chapter II, Part 200, et.al., an audit shall be conducted for each fiscal year for which the federal awards attributable to this contract have been received by the Developer. A copy of the audit report must be completed with 9 months after the end of the fiscal year and the audit must be received by the City no later than 30 days of receipt of the auditor's report(s).

4. Each audit shall cover a time period of not more than twelve months and an audit shall be submitted covering each assisted period until all the assistance received from this contract has been reported.
5. If the Developer is found in non-compliance with these audit requirements, the Developer may be required to refund financial assistance received from the City.

H. Client Data

The Developer shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level, or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

I. Prevailing Wage

This Agreement is subject to the Davis-Bacon Act (40 U.S.C §§ 3141-3144, 3146-3148), and all regulations promulgated thereunder. Accordingly, Developer shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, Developer shall pay wages not less than once per week.

VI. OTHER STATE AND FEDERAL REQUIREMENTS

A. Civil Rights, Nondiscrimination, Equal Opportunity, and Other Federal Requirements

The Developer shall not exclude from participation in the Program or deny benefits to any person on the grounds of race, color, national origin, religion, Vietnam-era or disabled veteran status, handicap, familial status, sex, sexual orientation, gender identity or status with regard to public assistance under the Program. In addition, the Developer will comply with the following:

1. The requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR 100; Executive Order 11063, as amended by Executive Order 12259 and implementing regulations issued at 24 CFR, Part 1, all of which require equal opportunity in housing and related facilities provided by Federal financial assistance;
2. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR 146, ~~Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, and 12086;~~
3. The prohibitions against discrimination against individuals with a handicap under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR 8, which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program;
4. The requirements of Executive Order 11246 (2 CFR 1964-55, Equal Employment Opportunity), and the implementing regulations issued at 41 CFR chapter 60;
5. The Fair Housing Amendments Act of 1988, which prohibits discrimination in the sale or rental of housing on the basis of a handicap or because there are children in a family;

6. The requirements of Title IV of the Civil Rights Act of 1964 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended;
7. The requirements of the Americans with Disabilities Act of 1990; and
8. The requirements of non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279.
9. The requirements of 24 CFR Part 75 Economic Opportunities for Low-Very Low Income Persons / Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701U) which requires that all Developers who receive more than \$200,000 in HUD funding must fulfill obligations for providing economic opportunities for low and very-low income persons to the greatest extent feasible.
10. All other Federal and nondiscrimination requirements as set forth in 24 CFR 92.504.

B. Minority Business Outreach

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

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

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

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

C. Debarment and Suspension

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

D. Hatch Act

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

E. Conflict of Interest

No officer, employee, consultant, elected or appointed official of the City, or its designees or agents, member of the governing body of the City or the Developer (and no one with whom they have family or business ties) who exercises any functions or responsibilities with respect to the Program during his or her tenure or for one year thereafter, shall have any personal or financial benefit, direct or indirect, in any contract or subcontract, or proceeds thereof, for work to be performed in connection with the Program assisted under this Agreement. Exceptions to these provisions may be granted on a case-by-case basis as described at 24 CFR 570.611(d). The Developer agrees that it will incorporate into every written contract the following provisions:

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

F. Lobbying Certification

The Developer certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Developer to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Developer shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The Developer shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Developers shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction, which is imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

G. Religious Criteria

The Developer hereby certifies in accordance with 24 CFR 570.200(j), that funds provided under this Agreement shall not be used for inherently religious activities, such as worship, religious instruction, or proselytization.

H. Drug Free Workplace

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

I. Worker's Compensation

The Developer shall provide Worker's Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

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

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

K. Prohibition of Contracting with Businesses that Invest in Iran

For the duration of the Term of this Agreement, Developer hereby certifies under penalties of perjury that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.

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

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

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

The Developer shall register in the System for Award Management (SAM), which is the primary registrant database for the US Federal Government and shall enter any

information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register or update information in the SAM can be obtained at www.sam.gov. Pursuant to federal regulations, the Developer is required to provide a Unique Entity Identifier (UEI) provided by SAM.

2. Executive Compensation

The Developer shall report the names and total compensation of the five (5) most highly compensated officers of the Developer in SAME if the Developer in the preceding fiscal year received eight percent (80%) or more of its annual gross revenues from Federal contracts and Federal financial assistance (as defined at 2 CFR 170.320) and \$25,000,000 or more in annual gross revenues from Federal contracts and federal financial assistance (as defined at 2 CFR 170.320); and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. The Developer may certify that it received less than eighty percent (80%) of annual gross revenues from the federal government, already provides executive compensation to the Securities Exchange Commission, or meets the Internal Revenue Code exemption, and will not be required to submit executive compensation data into the SAM under FFATA, provided that the Developer shall still register and submit the other data requested.

M. Build America, Buy America

The Developer understands and agrees that, to the extent applicable, it shall comply with all federal laws, regulations, and requirements applicable to the assistance received, including those imposed by the Bipartisan Infrastructure Law (“BIL”). Such requirements may include, without limitation, the requirement that all iron and steel, manufactured products, and construction materials used in the Project be produced in the United States (the “Build America, Buy America Requirements”), unless (i) the Participant has requested and obtained a waiver from the cognizant federal agency applicable to the Project or the Project is otherwise subject to a generally applicable waiver, or (ii) all contributing agencies have provided written confirmation that the Build America, Buy America Requirements do not apply to the Project.

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

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

VII. GENERAL CONDITIONS

A. Applicability

The requirements of this section apply to all CDBG funded projects.

B. General Compliance

The Developer agrees to ensure compliance with all applicable federal, state, and local laws and regulations governing the funds provided under this Agreement including the requirements of the CDBG program at 24 CFR 570 and pursuant regulations and policies. The Developer has reviewed, or has had a reasonable opportunity to review, and agrees to abide by all applicable Federal rules and regulations, as amended from time to time, including but not limited to those federal rules and regulations referred to in this Agreement. The Developer further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Unearned payments under this Agreement may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by HUD at any time or if the grant to the City under the Act is suspended or terminated. References in this Agreement to particular federal or state laws, rules, regulations, and others shall include any applicable amendments thereto and replacements thereof.

C. Responsibilities

The Developer will carry out its activities in compliance with the requirements of Subpart K of 24 CFR 570, except, however, that the Developer does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process under 24 CFR part 52.

D. Section Headings and Subheadings

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

E. Claims Against City and LHA

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

F. Terms of Default

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

1. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;
2. Failure, for any reason, of the Developer to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission of reports that are incorrect or incomplete in any material respect

Said action(s) shall be considered default by the Developer. Upon default by the Developer, the City, or LHA as its designee shall give the Developer 10 days' written notice to cure any default. A default under this Agreement, in the discretion of the City or LHA as its designee, may be considered a default of any other Agreement between the Developer and City for CDBG Funds program. The failure to cure any default within 10 days may result in the City taking enforcement action as described in Section VII Paragraph G.

G. Enforcement

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

1. Temporarily withhold cash payments, under this Agreement and/or any other Agreement between the City and Developer concerning CDBG Funds programs, pending correction of the deficiency by the Developer;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the Developer's program and/or any award for the any other CDBG Fund program funded to Developer by the City;
4. Withhold further awards for the program and/or awards for any other CDBG Fund program funded to the Developer by the City;
5. Take other remedies that may be legally available or provided for in 2 CFR Chapter I, Chapter II, Part 200, et.al., including repayment of all funds provided to Developer by the City.

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

H. Suspension or Termination

Upon suspension or termination under Section VII Paragraph G, costs of the Developer incurred during suspension or after termination of an award are not allowable unless LHA expressly authorizes them in the notice of suspension or termination. Certain costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the conditions set forth in 2 CFR Chapter I, Chapter II, Part 200, et.al. are met.

I. Termination for Convenience

This Agreement may be terminated for convenience under the conditions and upon the terms set forth in 2 CFR Chapter I, Chapter II, Part 200, et.al.

J. Binding Effect

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

K. Amendments

The City or the Developer may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the City's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release LHA, the City, or Developer from its obligations under this Agreement. The City, at its discretion, may amend this Agreement to conform to federal, state, or local governmental guidelines, policies, and available funding amounts, or for any other reasons. If such amendments result in a change in the funding, the scope of the services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Developer.

L. Conditional Approval

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

M. Authority to Execute

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

N. Publicity and Promotion

The City, LHA, and Developer mutually agree that either party is permitted to publicize and promote the activities funded under this Agreement. The City, LHA, and/or Developer may host public relations events for the activity to increase community awareness of the program and the activity.

O. Grantor Recognition

The Developer shall ensure recognition of the role of the City in providing services through this contract. All activities, facilities, and items used pursuant to this contract shall be prominently labeled as to CDBG funding source. In addition, the Developer will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

P. Reversion of Assets

The Developer shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of CDBG monies under this Agreement upon the time of expiration, cancellation, or termination of this Agreement.

Any property under the Developer's control that is acquired or improved, in whole or in part, with CDBG funds in excess of Twenty-Five Thousand Dollars (\$25,000) shall be used to meet one of the national objectives set forth in 24 CFR § 570.208 for a period of five (5) years following the expiration of this Agreement, or such longer period as determined by the City, and if the property is not used in compliance with this requirement during that period, the Developer

shall pay to the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition or improvement of the property, which payment shall be treated as program income to the City.

Q. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Developer shall, at all times, remain an “independent contractor” with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all unemployment Compensation, FICA, retirement, life, and/or medical insurance and Workers’ Compensation Insurance, as the Developer is an independent contractor.

R. Copyright

If this contract results in any copyrightable material or interventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental purposes.

S. Waiver

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

T. Assignment and Transfer

The Developer shall not assign or transfer any interest in this Agreement without prior written consent from the City.

U. Notices

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

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

Developer

Jennifer Layton, President/CEO
Lafayette Transitional Housing Center
815 North 12th Street
Lafayette, IN 47904
(765) 423-4880
jlayton@lthc.net

City

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

Michelle Reynolds, Executive Director
Lafayette Housing Authority

2601 Greenbush Street
Lafayette, IN 47904
765-771-1300
mreynolds@lha.lafayette.in.gov

V. Entire Agreement

This agreement constitutes the entire agreement between the Developer and the Developer for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Developer and the Developer with respect to this Agreement.

W. Compliance with Law

This Agreement shall be governed by and construed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. In the event any provision of this Agreement is found to be in conflict with any such law, ordinance, rule, or regulation, the applicable law shall control and the conflicting provision shall be deemed modified or void only to the extent necessary to comply with such law, without affecting the validity of the remaining provisions of this Agreement.

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

LAFAYETTE TRANSITIONAL HOUSING CENTER D/B/A LTHC HOMELESS SERVICES

By: 

Title: President / CEO

Date: 2/2/2026

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, 1st Deputy Clerk

Date: _____

EXHIBIT A

LTHC HOMELESS SERVICES – PUBLIC FACILITY IMPROVEMENT PROGRAM YEAR 2025

Amount of Award: \$229,958.00
UEI: QMGEBLVXN517
Agency Tax ID: 35-1781229

Project/Program Description

This project supports Lafayette Transitional Housing Center Inc.'s (LTHC) mission of providing Permanent Supportive Housing (PSH) for individuals transitioning out of homelessness by addressing critical infrastructure and safety needs at three key sites: Eighth Street Commons (ESC), Lincoln Center (LC), and the Engagement Center (EC). Infrastructure improvements—including roof replacement at ESC, and security upgrades and trash can installations across all three properties—ensure housing stability while fostering neighborhood engagement, safety and stewardship.

LTHC Homeless Services will complete three different public facility improvement projects. The project includes:

One:

- Roof replacement at the Eighth Street Commons PSH Campus to maintain safe, stable housing for low- to moderate-income (LMI) residents.

Two:

- Security cameras and safety lighting upgrades at the Eighth Street Commons, Lincoln Center, and Engagement Center buildings to improve safety and deter crime for residents and neighbors.

Three:

- Installation of concrete outdoor trash cans at the Eighth Street Commons, Lincoln Center, and Engagement Center buildings to address neighborhood cleanliness and enhance community stewardship.

Targeted Goals & Performance Measures

1. Roof Replacement at Eighth Street Commons:

--Objective: Complete roof replacement to ensure safe and habitable housing for residents.

--Performance Measure: 100% of the roof replacement completed within 6 months of project start date.

--Success Threshold: Post-replacement inspections show compliance with safety standards and no further structural issues for a minimum of 5 years.

2. Security Cameras and Safety Lighting at All Sites (Eighth Street Commons, Lincoln Center, Engagement Center):

--Objective: Improve safety and deter crime through upgraded infrastructure.

--Performance Measure: Installation of new security systems and safety lighting at all three sites within 6 months of project start.

--Success Threshold: A 20% reduction in reported safety incidents at these sites within 12 months of installation, as tracked by incident reports.

3. Installation of Concrete Outdoor Trash Cans:

--Objective: Enhance neighborhood cleanliness and foster stewardship.

--Performance Measure: Installation of 12 concrete trash cans across the three sites within 3 months of project start.

--Success Threshold: Tenant and community surveys indicate a 75% improvement in satisfaction with cleanliness in these areas within 6 months of installation.

Estimated Budget

Budget Category	CDBG Amount
Construction Hard Costs	\$182,176.00
Construction Contingency	\$30,088.00
Construction Permits and Fees	\$2,750.00
Construction Landscaping	\$14,944.00
Total:	\$229,958.00

Timetable

All costs must be incurred between January 1, 2026, and November 30, 2026. Final costs must be invoiced to LHA no later than December 15, 2026, to receive full reimbursement.

Activity Service Area

Funds for this activity can be utilized only for persons residing within the corporate boundaries of the City of Lafayette.

Program Guidelines and National Objective:

The project will meet the following national objective under the regulations 24 CFR 570.208: (to be checked by City staff only)

LMC (low to moderate income clientele)

LMH (low to moderate income housing)

LMA (low to moderate income area benefit)

LMJ (low to moderate income job creation/retention)

SBS (slum blight spot)

Of the Lafayette residents served, (100%/ 51%) shall meet the criteria for low to moderate income, following the Part 5 definition for calculating household income.

Income levels are determined by the size of the household and will be published annually by the U.S. Department of Housing and Urban Development. The City of Lafayette will provide an update to its forms each year to its recipients with the updated income limits. The program is responsible for utilizing the current version of the City's forms to calculate income.

This program will meet the national objective by following the Part 5 annual income limits for each household/client served. This program may or may not utilize self-certification of income. Food Finders will utilize the Lafayette provided intake form and self-certification form.

Or

This program will the national objective by serving a presumed benefit population outlined in 24 CFR 570.208. Below if the presumed benefit population served by this program.

Abused Children

Battered Spouses

Elderly Persons

Severely Disabled, as defined by the US Census

Homeless Persons

Illiterate Adults

Persons Living with HIV/AIDS

Migrant Farm Workers

Prior Approval

To expend funds for cost categories or types of activities not listed above will require prior written approval from LHA.

Financial and Administrative Reports

The Developer shall utilize the Neighborly software to submit all necessary documentation and submit claims no less than quarterly. The Developer understands that:

1. Claims for reimbursement will not be paid to the Developer unless all quarterly reports have been filed with LHA;

2. Claims for reimbursement will not be paid to the Developer if the Developer has any open monitoring or audit findings or concerns;
3. LHA will hold 10 percent of the total contract until a final, cumulative report has been submitted by the Developer and all Targeted Goals have been met.

The City, or LHA as its designee, reserves the right to refuse any claims not properly supported with adequate and proper documentation of claims or activity progress.



Lafayette Water Works

February 10, 2026

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

Dear Board Members:

You have before you Task Order No. 2 under the Water On-Call Agreement with Wessler Engineering for assisting with the preparation of a Validated Water Loss Audit.

The task will consist of completing a water loss audit for calendar year 2025 in accordance with guidelines published by the American Water Works Association (AWWA) and completing a Level 1 Validation of the audit in accordance with guidelines published by the Water Research Foundation for submittal by Water Works to the Indiana Finance Authority (IFA). The validated water loss audit is due August 1, 2026.

I recommend this task order for your approval.

Sincerely,

Steve Moore
Water Works Superintendent

TASK ORDER

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

TASK ORDER No.: **TASK ORDER NO. 2 – 2025 Water Loss Audit and Validation**

Date: **February 10, 2026**

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

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

I. PROJECT DESCRIPTION

The PROJECT shall consist of completing a water loss audit for calendar year 2025 in accordance with guidelines published by the American Water Works Association (AWWA) in its Manual of Water Supply Practices M36 and completing a Level 1 Validation of the audit in accordance with guidelines published by the Water Research Foundation for submittal to the Indiana Finance Authority (IFA) by the OWNER. The audit will be completed using AWWA Water Audit Software Version 6.0. Herein referred to as PROJECT.

II. SCOPE OF SERVICES

ENGINEER shall provide the following Professional Services:

A. AWWA M36 Water Audit

1. Provide OWNER with a written summary of needed water system data necessary for the completion of the Water Loss Audit.
2. Obtain and review OWNER's water system data and calculate the difference between water pumped and water consumed in the system.
3. Review water consumption data and calculate billed metered, billed unmetered, and unbilled water consumption volumes.
4. Estimate unauthorized water consumption, customer metering inaccuracies, and data handling error for use in determining apparent and real water loss.
5. Update any changes in the OWNER's length of mains, number of service connections and water system pressure in order to estimate water system losses.
6. Calculate the cost to produce water for use in quantifying the overall cost of non-revenue water.

7. Discuss with water system and related utility personnel any updates to their procedures related to the water department processes and procedures, including metering, maintenance, testing, calibration, billing and record keeping.
8. Assign industry standard data validity grades to the water system with regards to current water processes and procedures.
9. Input the information collected above into the AWWA M36 Water Audit Software Version 6.0 for development of performance indicators, a water balance worksheet, and a grading matrix for audit components.
10. Estimate the overall annual cost of non-revenue water in terms of water production cost and retail water cost.
11. Provide a copy of the audit and results to the OWNER in the form of a report, consisting of a summary of the audit, grading, recommended improvements, matrix with steps for improving your audit score, and water loss control plan with recommendations for improving your validity score.
12. Compare the results of the completed Water Loss Audit with the last available completed audit and provide a summary with noted differences to OWNER.

B. Level One Validation

1. Evaluate OWNER's water loss audit and supporting documentation to confirm that the water loss audit has been prepared in accordance with guidelines published by the American Water Works Association (AWWA) in its Manual of Water Supply Practices M36. This will be completed by a certified validator from ENGINEER who did not work on the audit.
2. Identify any data and procedural mistakes, where evident, and correct them.
3. Review the selection of data validity grades (DVGs) and adjust if needed.
4. Revise water loss audit, as required.
5. Provide the supporting documentation to the OWNER that ENGINEER used to complete the validation.
6. Provide a signed Certificate of Validation by an Indiana Certified Water Loss Audit Validator to the OWNER for submittal to the IFA before the deadline of August 1, 2026.

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, as set forth below:

- A. Assist OWNER with review and evaluation of their raw data used as input for the water loss audit.

- B. Evaluate how OWNER's staff gathers/handles data for input that could help identify mistakes.
- C. Assist OWNER with completing a study or field tests to improve the data inputs for the water loss audit.
- D. Accompany OWNER during field or leakage verification work to confirm potential real water loss.
- E. Provide services, not otherwise described herein, requested by OWNER.

IV. INFORMATION TO BE PROVIDED BY OWNER

- A. Completion of the Water Loss Audit will be a joint effort between the OWNER and ENGINEER. Water system data needed from the OWNER to complete the Water Loss Audit includes, but is not limited to, the following:
 - 1. Water pumped.
 - 2. Water sold.
 - 3. Data from meter testing and calibrations in the 2025 calendar year.
 - 4. Updated total length of distribution system mains.
 - 5. Updated number of fire hydrants in the system.
 - 6. Updated number of service line connections.
 - 7. Updated total annual cost of operating water utility.
 - 8. Updated unit cost for power used to pump water.

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 through II.B shall be on a lump sum fee basis in the amount of \$4,000.00. The total lump sum fee shall not be exceeded without prior written approval of the OWNER.

VI. SCHEDULE

ENGINEER anticipates implementing the scope of work when the yearly data is provided by the OWNER to the ENGINEER to begin the audit. ENGINEER will complete and

submit the Validated Water Loss Audit no later than ninety (90) days following the receipt of data needed to complete the audit.

Accepted By:

Authorized By:

ENGINEER
WESSLER ENGINEERING, INC.



Martin A. Wessler, P.E.
CEO

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

(See attached signature page)

Attest: _____



Nancy K. Cho, CPESC
Environmental Services Sr. Project Manager

Date: January 29, 2026

NKC/dmk Y:/Proposals/Lafayette/ P90020/2024 DW OnCall/TO2 2025 WLA-WLV

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

_____, 2026.

Gary Henriott, President

Amy Moulton, member

Cindy Murray, member

Eric Rody, member

Ron Shriner, member

ATTEST:

Mindy Miller Riehle, 1st Deputy Clerk

Date: _____



Lafayette Water Works

February 10, 2026

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

Dear Board Members:

You have before you Amendment No. 3 to the City's Water System Master Plan contract with Wessler Engineering. The amendment includes additional scope to continue the coordination of the City's Water System Master Planning with the subsequent test drilling and test pumping planned for 2026, provide additional hydraulic modeling for changes to the water distribution system, continue monthly coordination meetings with City departments, and continue support for the ongoing rate case with the Indiana Utility Regulatory Commission (IURC) and the Indiana Office of Utility Consumer Counselor (OUCC).

Wessler's total fee for Amendment No. 3 is \$207,000.00.

I recommend this amendment for your approval.

Sincerely,

Steve Moore
Water Works Superintendent



More than a Project™

AMENDMENT NO. 3
TO AGREEMENT
BETWEEN
LAFAYETTE BOARD OF PUBLIC WORKS AND SAFETY
AND
WESSLER ENGINEERING, INC.
FOR
WATER SYSTEM MASTER PLAN

THIS AMENDMENT NO. 3 to existing AGREEMENT, entered into by and between City of Lafayette, 20 N 6th Street, Lafayette, IN 47901 (hereinafter named OWNER) and Wessler Engineering, Inc., 6219 S. East Street, Indianapolis, IN 46227 (hereinafter named ENGINEER) executed on July 12, 2023.

OWNER and ENGINEER hereto mutually covenant and agree as follows:

ARTICLE II
BASIC SERVICES
SHALL BE AMENDED AS FOLLOWS:

- F. Additional Hydrogeological Evaluation
5. Continue coordination with Eagon & Associates for additional test well drilling and test production well development.
 6. Continue coordination with OWNER's well drilling contractor on additional test well drilling on the Wea-Ton Property and area north of the Glick Well Field in McAllister Park.
 7. Upon receipt of test well log and data for the above-mentioned locations, review the field data and provide updates to OWNER.
 8. If applicable, coordinate with OWNER's well drilling contractor on test production well construction, pump testing, and results as recommended by Eagon & Associates for the above-mentioned locations.

G. Coordination for Water System Master Plan

10. Continue to attend monthly meetings with OWNER to provide updates on additional test drilling, test production well installation and pump testing, and any updates with the water system master plan scope. Produce meeting notes and distribute to attendees. An additional twelve (12) in-person meetings are assumed for purposes of this amendment.
11. Continue to attend monthly meetings with Denton to provide updates on hydrogeological evaluation, water system master plan updates, and rate case development. An additional twelve (12) virtual meetings are assumed for purposes of this amendment.
12. Attend monthly meetings with Mayor to provide updates on progress of test drilling, water system master planning, and IURC rate case development. Twelve (12) virtual meetings are assumed for purposes of this amendment.
13. Attend Board of Public Works and Safety meetings, as needed, for execution of contracts associated with Water System Master Planning. Assume attendance will be twenty (20) meetings total, for the purposes of this amendment.
14. Complete updates to the water system master plan report, as needed, to incorporate results of test well drilling, test production well installation, and pump testing.
15. Provide support to OWNER for the on-going water utility rate case with the Indiana Utility Regulatory Commission (IURC) and the Indiana Office of Utility Consumer Counselor (OUCC). Coordinate with OWNER's rate case attorney and assist with testimony needed for the rate increase.

H. Additional Water System Hydraulic Modeling

1. Create scenarios for potential water sources at the Wea-Ton Property and North of Glick (McAllister Park) and evaluate hydraulic changes to the distribution system, including any deficiencies. Incorporate results from OWNER's feasibility study for the route of the transmission main from McAllister Park to the proposed connection point.
2. Review modeling results with OWNER during two (2) in-person meetings and prepare technical memorandums summarizing the modeling results.

**ARTICLE IV
COMPENSATION
SHALL BE AMENDED AS FOLLOWS:**

The total increase of this Amendment No. 3 is \$207,000.00

REPLACE Paragraph D as follows:

- D. Compensation for Professional Services described in Articles II.A through II.H will be on a time and materials basis in the not-to-exceed amount 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 OWNER.

Article II.A – AMP Update	\$ 59,000.00
Article II.B – CIP Update	\$ 73,100.00
Article II.C – Hydrogeological Evaluation	\$ 62,900.00
Article II.D – Water System Hydraulic Model	\$ 35,000.00
Article II.E – Water System Master Plan (WSMP)	\$ 156,600.00
Article II.F – Additional Hydrogeological Evaluation	\$ 189,800.00 (+15,700.00)
Article II.G – Additional Coordination for WSMP	\$ 315,600.00 (+147,700.00)
Article II.H – Additional Water System Hydraulic Modeling	\$ <u>43,600.00</u> (+43,600.00)
Total Estimate Fee for Amendment No. 3	\$ 935,600.00 (+207,000.00)

All other terms and conditions contained in the AGREEMENT shall remain unchanged and continue in full force and effect.

This AMENDMENT to 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 AMENDMENT to AGREEMENT. An electronic, telecopied, or facsimile signature shall be equivalent to and as binding as an original signature.

IN WITNESS WHEREOF, the parties have made and executed this AMENDMENT No. 3 to existing AGREEMENT, this _____ day of _____, 2026.

ENGINEER
WESSLER ENGINEERING, INC.

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



Dylan L. Lambermont, P.E.
President

(See attached signature page)

Attest: 

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

Date: 2/10/2026

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

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

ADG/dmk Clients: \Lafayette\Proposals\P03465\Amendment No. 3

Attachments: No. 1 - 2026 Hourly Rate and Reimbursable Expense Schedule

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

Gary Henriott, President

Amy Moulton, member

Cindy Murray, member

Eric Rody, member

Ron Shriner, member

ATTEST:

Mindy Miller Riehle, 1st Deputy Clerk

Date: _____



More than a Project™

ATTACHMENT NO. 1

2026 HOURLY RATE and REIMBURSABLE EXPENSE SCHEDULE

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

