

**RESOLUTION NO. 2021-07**

**RESOLUTION OF THE PLAINFIELD REDEVELOPMENT COMMISSION  
APPROVING FIRST ADDENDUM TO THE AMENDED AND RESTATED  
DEVELOPMENT SERVICES AGREEMENT WITH BROWNING/DUKE, LLC**

WHEREAS, the Plainfield Redevelopment Commission (the “Commission”), along with the Town of Plainfield (the “Town”), did previously authorize and enter into an Amended and Restated Development Services Agreement (the “Agreement”) with Browning/Duke, LLC (the “Developer,” and collectively with the Town and Commission, the “Parties”) dated December 14, 2015, related to the Smith Road Improvements (as defined in the Addendum described below); and

WHEREAS, Developer has asked that the Town and the Commission consider further revisions to the Agreement in the form of a First Addendum to the Amended and Restated Development Services Agreement (the “Addendum,” attached hereto and incorporated herein as Exhibit A) thereto, which Addendum modifies certain provisions of the Agreement pertaining to schedule, design, payment of construction costs and management fees, and retention of excess tax increment, all as addressed in the Letter of Clarification (the “Letter,” attached hereto and incorporated herein as Exhibit B); and

WHEREAS, the Commission, recognizing the need for clarification of certain commitments made by the Parties and the need for the Smith Road Improvements in order to support economic development in the Town, wishes to allow for such revisions to the Agreement; and

WHEREAS, the Parties now wish to enter into the Addendum.

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE PLAINFIELD  
REDEVELOPMENT COMMISSION AS FOLLOWS:**

1. The Commission approves the Addendum to the Agreement and the terms contained therein.
2. The President of the Commission and Town staff are hereby authorized to take all necessary action to execute and effectuate the Addendum, with the advice of legal counsel.

Adopted at the meeting of the Plainfield Redevelopment Commission held on the 1<sup>st</sup> day of February, 2021, in Plainfield, Indiana.

PLAINFIELD REDEVELOPMENT COMMISSION

DocuSigned by:  
*Jennifer Andres*  
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Jennifer A. Andres, President

DocuSigned by:  
*Gary Everling*  
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Gary Everling, Vice President

DocuSigned by:  
*Bill Kirschhoff*  
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Bill Kirschhoff, Member

DocuSigned by:  
*Kent McPhail*  
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Kent McPhail, Member

DocuSigned by:  
*Lance Angle*  
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Lance Angle, Member

Attest:

DocuSigned by:  
*Mark J. Todisco*  
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Mark J. Todisco, Clerk-Treasurer  
Town of Plainfield

## EXHIBIT A

### [First Addendum to the Amended and Restated Development Services Agreement Dated December 14, 2015]

#### FIRST ADDENDUM TO THE AMENDED AND RESTATED DEVELOPMENT SERVICES AGREEMENT DATED DECEMBER 14, 2015

Pursuant to the Letter of Clarification hereto referenced as Exhibit A but not specifically incorporated in the Agreement, the Town of Plainfield, Indiana (the "Town"), the Town of Plainfield Redevelopment Commission (the "Commission") and Browning/Duke, LLC (the "Developer") (collectively the "Parties") the Parties agree to this First Addendum to the Amended and Restated Development Services Agreement dated December 14, 2015 (the "Agreement").

The Parties agree as follows:

- (a) The Parties endeavor to have the Smith Road Improvements completed by July 1, 2021.
- (b) Town agrees to reimburse Browning/Duke, LLC for direct and contracted costs to design and construct the Smith Road Improvements based on the Design Documents and Project Cost Estimate attached hereto as Exhibit B.
- (c) Town agrees to reimburse Browning/Duke, LLC for the design and construction costs of the Smith Road Improvements prior to December 31, 2021, subject to acceptance by Plainfield's Department of Public Works Director.
- (d) Town agrees that Browning/Duke, LLC shall be entitled to a professional management fee not to exceed 7% of the final actual design and construction costs.
- (e) Developer agrees that the Town shall temporarily be relieved of any obligation to maintain Excess Tax Increment as outlined in Sections 3.2(b) and 3.2(c). The Town shall replenish any funds used for reimbursement under the same conditions for Excess Tax Increment as outlined in the Agreement.

The Parties further agree that the Agreement remains in full force and effect and that this Addendum is being executed by the Parties in order to clarify certain commitments made by the Parties regarding infrastructure needs in the Allocation Area. Any inconsistency between this Addendum and the Agreement shall be controlled by the Agreement.

[ REMAINDER OF PAGE INTENTIONALLY LEFT BLANK ]

The Parties hereby approve this First Addendum with an Effective Date of February 1, 2021.

Town of Plainfield, Indiana

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

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

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

Town of Plainfield Redevelopment Commission

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

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

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

Browning/Duke, LLC, a Delaware Limited Liability Company

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

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

Titled: \_\_\_\_\_

**EXHIBIT B**  
**[Letter of Clarification]**



**Letter of Clarification**

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**To:** Andrew Klinger, Scott Singleton & Tim Belcher  
**From:** John Cohoat & Terry Hebert  
**Date:** January 21, 2021  
**Re:** Smith Road Improvements  
**Copy:**

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Pursuant to the Amended and Restated Development Agreement dated December 14, 2015 (the "Agreement") by and among the Town of Plainfield, Indiana (the "Town"), the Town of Plainfield Redevelopment Commission (the "Commission") and Browning/Duke, LLC (the "Developer") (collectively the "Parties") the Parties acknowledge this Letter of Clarification regarding certain improvements to Public Infrastructure on Smith Road (the "Smith Road Improvements").

Developer is currently in the process of constructing its project on AllPoints Midwest Site 12 known as "MQJ5." The Smith Road Improvements have been designed to support AllPoints Midwest and the MQJ5 development and were considered as part of the Town's Plan Commission approval of DP-17-014. The Smith Road Improvements will enhance the safety and traffic flow in the AllPoints Midwest area of the Town. Developer, Town and Commission currently share the goal of designing and building the Smith Road Improvements (a) in compliance with Town standards, (b) in the most cost-effective manner possible, and (c) on the most efficient timeline possible. With the goal of completing design quickly, Town staff has encouraged Developer to contract with American Structurepoint for the design work for the Smith Road Improvements. Based on the Smith Road Improvements being fully contained within existing public right-of-way, Developer has asked that the Town reimburse Developer for its out-of-pocket expenses for the design of the Smith Road Improvements.

Developer has been engaged in ongoing discussions with the Town regarding pricing and construction of the Smith Road Improvements. The attached Site Exhibit depicts the currently anticipated Smith Road Improvements on a conceptual level. Design for the Smith Road Improvements is anticipated to occur over a seven (7) to nine (9) week period and should conclude by January 31st, 2021. The final design documents shall comply to the Town of Plainfield Public Road Standards and have been based on recommendations from the AllPoints Midwest traffic study. An Engineer's Estimate for the cost of the Smith Road Improvements has been provided to Town staff. Town staff has indicated that sufficient funding is available using TIF Funds from the Allocation Area for construction of the Smith Road Improvements.

Construction has already commenced on the MQJ5. Town staff supports engaging Developer to perform the Smith Road Improvements. The Parties seek to complete design and delivery of the Off-site Improvements within four (4) to six (6) weeks of substantial completion of MQJ5, which is currently scheduled for May 28, 2021. Developer has been asked by its Tenant for MQJ5 to deliver the Smith Road Improvements with minimal (or no) disruption to MQJ5.

Developer agrees to competitively bid the Smith Road Improvements to at least 3 qualified road contractors. Developer agrees to share bid tabs with the Town for its review prior to awarding any contract related to the Smith Road Improvements in excess of \$100,000. Developer agrees to collaborate with the Town in order to fully negotiate a separate contract for construction of the Smith Road Improvements. The Developer will work with the Town to ensure that all proper testing, inspection and as-builts are executed to the Town Standards during the construction, so all the reports and proper documentation is in place during and upon conclusion of the project.

In accordance with the Agreement, Town has escrowed funds in the amount of \$1,250,000 ("Escrowed Funds") in order to pay for Project D-2 (or Project D-A). In the event that the Town requires additional funding for the Smith Road Improvements other than proceeds from the Allocation Area in 2021, Developer agrees to permit Town to temporarily use the Escrowed Funds to fund the Smith Road Improvements, provided that Town uses future proceeds from the Allocation Area to replenish the Escrowed Funds up to the \$1,250,000 requirement and preserves the Escrowed Funds for future funding of Project D-2 (or Project D-A). The Parties agree to pursue an Addendum to the Agreement to address the proposed funding accommodations as described.



Cost Opinion  
 Conceptual Cost Opinion for the Smith Rd. Improvements (3 turn lanes/passing bisters)  
 Based upon conversation with Browning  
 10/20/2020

Project Construction Activity	Estimated Quantity	Unit	Unit Cost	Extended Cost	Estimated Section Total
<b>General Provisions</b>					\$225,000
Construction Engineering/As-Builts	1	LS	\$45,000.00	\$45,000.00	
Design Engineering	1	LS	\$85,000.00	\$85,000.00	
Mobilization/Demobilization	1	LS	\$30,000.00	\$30,000.00	
Testing (No Inspection)	1	LS	\$25,000.00	\$25,000.00	
Maintenance of Traffic	1	LS	\$40,000.00	\$40,000.00	
<b>Demolition</b>					\$112,722
Pavement Saw Cut	148	LF	\$6.25	\$925.00	
Curb Removal	2879	LF	\$7.00	\$20,153.00	
Tree Clearing	0	EA	\$0.00	\$0.00	
Surface Millings	11516	SYS	\$4.00	\$46,064.00	
Path Removal	2279	LF	\$20.00	\$45,580.00	
<b>Site Erosion Control</b>					\$30,000
Erosion Control	1	LS	\$30,000.00	\$30,000.00	
<b>Earthwork</b>					\$55,000
Grading/Fine Grading/Topsoil (Road Only and No Detention)	1	LS	\$55,000.00	\$55,000.00	
<b>Storm Sewer</b>					\$36,440
12" RCP Pipe	135	LF	\$42.00	\$5,670.00	
24" RCP Pipe	0	LF	\$58.00	\$0.00	
36" RCP Pipe	0	LF	\$64.00	\$0.00	
Structure Backfill	75	CY	\$48.00	\$3,450.00	
Storm Sewer Manholes	0	EA	\$3,200.00	\$0.00	
Relocate Storm Sewer Inlets	14	EA	\$1,400.00	\$19,600.00	
6" Underdrain	560	LF	\$12.00	\$6,720.00	
Storm Water Quality Structure	0	EA	\$40,000.00	\$0.00	
<b>Sanitary Structures</b>					\$1,200
8" SDR35	0	LF	\$35.00	\$0.00	
Structure Backfill	0	CYS	\$48.00	\$0.00	
Adjust Sanitary Manholes	2	EA	\$600.00	\$1,200.00	
<b>Fire Hydrants Relocation</b>					\$12,280
6" C900	70	LF	\$75.00	\$5,250.00	
10" Valve	0	EA	\$1,940.00	\$0.00	
TS&Valve	0	EA	\$5,500.00	\$0.00	
Relocate Fire Hydrant Assembly w/Valve	6	EA	\$750.00	\$4,500.00	
Structure Backfill	55	CY	\$48.00	\$2,630.00	
<b>Behind Curb Improvements</b>					\$9,050
ADA Ramps	6	EA	\$800.00	\$4,800.00	
Street Signs	8	EA	\$450.00	\$3,600.00	
Seeding/Blanket	1300	SYS	\$0.50	\$650.00	
<b>Pavement</b>					\$397,662
Roadway, 14" Section	1750	CYD	\$85.00	\$148,750.00	
Lime Stabilization	4400	SYS	\$4.50	\$19,800.00	
Resurface Existing Pavement 1.5"	11516	SYS	\$7.00	\$80,612.00	
Concrete Aprons (2 Each)	550	SYS	\$25.00	\$13,750.00	
Pavement Markings	1	LS	\$8,000.00	\$8,000.00	
Asphalt Path (One Side of Road)	2550	SYS	\$25.00	\$63,750.00	
Curb and Gutter	3150	LF	\$20.00	\$63,000.00	
<b>Subtotal</b>					\$878,354
Contingency Factor	30%	Percent			\$263,506
<b>Total Cost</b>					<b>\$1,141,860</b>
					w/ 7% Management Fee <b>\$1,221,790</b>

