APPIAN

Your Transportation Resource

Dennis E. Faulkenberg, President
dfaulkenberg@appianadvisors.com
(317) 431-7679

Laurie Maudlin, Vice President
lmaudlin@appianadvisors.com
(317) 440-7721

March 13, 2012

Mr. David Buck
Public Works Director
609 West Navajo Street
West Lafayette, IN 47906-1937

Re: **APPIAN Engagement for Public Affairs Services**

Dear Mr. Buck:

This letter is intended to discuss the scope of our relationship with the City of West Lafayette REDEVELOPMENT COMMISSION (the "City"), including the nature of this assignment and the work we anticipate performing for the City in the funding and advancement of the project known as Perimeter Parkway (the "Project"), commencing April 1, 2012 through March 30, 2014.

As part of this agreement, we anticipate the following work to be accomplished by the members of APPIAN:

1. Provide technical, policy and strategic advice and guidance in the development of the Project strategic funding plan.

2. Develop a message demonstrating the need for additional funding for the Project.

3. Attend meetings and participate in conference calls and other activities necessary to add maximum value as a participant in the development of the funding plan.

4. Analyze and make recommendations about other organizations' ability to dedicate funds to the Project.

5. Identify and meet with top fiscal policy makers in Indiana state government to discuss the Project and its funding options, ensuring knowledge and support of the need of the Project.

6. Identify alternative or innovative funding sources and prepare materials in support of obtaining those sources.

7. Work closely with the Indiana congressional delegation to identify and obtain federal funding sources.

8. Coordinate meetings with state and federal officials to promote the project.

9. Closely monitor state and federal legislation in order to identify provisions helpful to the advancement of the Project.

10. Provide guidance on funding sources likely available in future legislation and coordinate efforts to secure such funds.

11. Identify and coordinate production of materials necessary to promote the project with the appropriate government officials.

12. Organize any necessary project visits to Washington, DC to meet with appropriate members of Congress and the U.S. Department of Transportation, as well as other pertinent officials who may be instrumental in support of the project's goals.

13. Coordinate other federal and state efforts to provide regulatory and/or discretionary approval for the project's success.

14. Work with state and federal officials regarding match credits and other innovative mechanisms to minimize the need for local match.

15. Identify innovative contracting and other processes to assist in a timely completion of the projects.

16. Any other necessary services mutually agreed upon by the parties.

All of these services will be performed by myself and Laurie Maudlin. Any questions you have with respect to the way your matter is being handled may be referred to myself.

Although it is impossible to anticipate all of the work which will need to be done during the course of our representation, we believe that the above items represent the major matters which will require our attention. If, in the future, the City wishes to change the nature or scope of this assignment or engage us to address other matters, please let us know and we will discus potential amendments or modifications to the terms of this engagement.

Fees and Costs

Fees charged for work performed are based on time expended on the issue. We would propose a flat fixed fee arrangement for our services so that the City might budget its professional fees for this project. Based upon the nature and scope of this project as we understand it, our fixed fee for this project would be $4,000 per month for this engagement, not to exceed $48,000 per year. That total encompasses all of the work detailed above, and whatever we mutually agree is needed to successfully complete project work..

In addition to professional fees, we also charge for various ancillary services, which would include direct project costs such as printing, mileage and travel expenses, if prior approval is given by the City.

Lobbyist Registration and Reporting

The City is already a registered employer lobbyist and will need to continue to file semi-annual activity reports, as well as gift reports if necessary.

Billing Procedures

Unless we agree to an alternative billing arrangement, the City will receive a statement for our fees and ancillary charges on a monthly basis. Payment is due upon receipt of our billing statement. If the City's account becomes more than 60 days past due, we will decide whether additional professional work will be performed while the account remains past due. Any errors must be brought to our attention in writing within 60 days of the billing date.

Disclosures

There shall be a review of the contract after a twelve month period. A formal review between the two parties concerning the progress of providing the services secured under this agreement shall be conducted at any point of the contract year, as designated by either party.

APPIAN shall disclose all potential and actual conflicts of interest to the City. Where these conflicts of interest cannot be resolved, the City may terminate this agreement.

Termination

Both the client and APPIAN have the right to terminate the engagement at any time with thirty days advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly.

Conflicts Resolution

Without the consent of the City, APPIAN will not represent another client if the representation of that client would be directly adverse to the City with respect to the services to be provided under this agreement, or if APPIAN's representation of the City would be materially limited by APPIAN's responsibilities to such other client or to any other person or entity, or by APPIAN's own interest.

Conclusion

We hope that this arrangement is satisfactory to the City. If you have any questions, please do not hesitate to call me. If the proposal is agreeable to you, please indicate your agreement on both copies in the space provided below, and return one copy to me.

We very much look forward to working with you on this project.

Sincerely yours,

Dennis E. Faulkenberg
President

Acknowledged and Agreed:

West Lafayette Redevelopment Commission

By_____ Lawrence T. Oates, President
City of West Lafayette

Date: 11 July 2012

Title: President