

Board of Public Works and Safety Meeting
Agenda
Wednesday, March 15, 2023 – 10:00 a.m.
Council Chambers City Hall, One Civic Square

MEETING CALLED TO ORDER

1. MINUTES

- a. **Minutes from the March 1, 2023, Regular Meeting**

2. BID OPENING AND AWARD

- a. **Quote Opening for 23-STR-02 Reflecting Pool Painting;** Matt Higginbotham, Street Commissioner
- b. **Bid Opening for Digester Gas Piping Replacement Project;** John Duffy, Director of the Department of Utilities

3. PERFORMANCE BOND RELEASE / REDUCTION APPROVAL REQUESTS

- a. **Resolution BPW 03-15-23-01; Jackson’s Grant 1B; Erosion Control;** Jackson’s Grant Real Estate Company, LLC

4. CONTRACTS

- a. **Request for Purchase of Goods and Services; Nelson Alarm, LLC; (\$48,551.00); Camera Replacements; Additional Services Amendment;** Timothy Renick, Director of Information and Communication Systems
- b. **Request for Purchase of Goods and Services; Engledow, Inc; (\$53,797.76); 2023 Flower Maintenance;** Matt Higginbotham, Street Commissioner
- c. **Resolution BPW 03-15-23-02; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Agreement Between City and Vendor; Traynor & Associates, Inc; (\$2,000.00); 560 3rd Ave SW – Appraisal Report;** Jeremy Kashman, City Engineer
- d. **Request for Purchase of Goods and Services; American Structurepoint, Inc; (\$1,290,998.00); 22-ENG-03 116th & Hoover Rd RAB 116th St Path from Towne to Spring Mill – Pedestrian Bridge Design; Additional Services Amendment #2;** Jeremy Kashman, City Engineer
- e. **Request for Purchase of Goods and Services; American Structurepoint, Inc; (\$1,151,961.05); 20-ENG-04 College Ave Rd Improvement – 96th to 106th Street – Construction Engineering; Additional Services Amendment #3;** Jeremy Kashman, City Engineer
- f. **Request for Purchase of Goods and Services; Convergent Technologies, LLC; (\$618,282.07); Genetec Upgrade;** Timothy Renick, Director of Information and Communication Systems

- g. **Request for Purchase of Goods and Services; Municipal Emergency Services, Inc; (\$1,522,375.14); Cascade System and Self-Contained Breathing Apparatuses; Additional Services Amendment; Chief David Haboush, Carmel Fire Department**
- h. **Request for Purchase of Goods and Services; Beard Equipment Company, Inc; (\$127,692.00); Equipment; Bob Higgins, Brookshire Golf Course**
- i. **Request for Purchase of Goods and Services; Clark Dietz, Inc; (\$276,420.00); 22-ENG-05 99th St. Path from Westfield Blvd to Haverstick Road – Design; Agreement for Professional Services; Jeremy Kashman, City Engineer**
- j. **Request for Purchase of Goods and Services; AG Productions, LLC; (\$52,800.00); Video Marketing, Content Management and Production; Nancy Heck, Director of Community Relations and Economic Development**
- k. **Request for Purchase of Goods and Services; CorGroup, LLC; (\$22,700.00); 20-ENG-02, College Ave – Garage Replacement; Agreement for Professional Services; Jeremy Kashman, City Engineer**

5. REQUEST TO USE CITY STREETS/PROPERTY

- a. **Request to Use Council Chambers; Homeowners Association Meeting; April 20, 2023; 6:45 PM –8:30 PM; Tammy LaMartz, Ardsley Management**
- b. **Request to Use Midtown Plaza/Monon Blvd; Brews on the Boulevard; July 29, 2023; 10:00 AM –10:00 PM; Sondra Schwieterman, City of Carmel**
- c. **Request to Use Civic Square Gazebo/Lawn and to Use/Close City Streets; Fundraiser; June 3, 2023; 12:00 PM –6:00 PM; Grace Covington, TherAplay Carmel**
- d. **Request to Use/Close City Streets; CarmelFest Freedom Run; July 4, 2023; 7:00 AM – 10:00 AM; Don Carr, Tuxedo Brothers**
- e. **Request to Use Civic Square Gazebo/Lawn; Spring Woodwind Studio Recital; May 7, 2023; 12:00 PM –5:00 PM; Katherine Peters**
- f. **Request to Use Veterans Plaza/Traffic Control; City of Carmel Memorial Day Ceremony; May 26, 2023; 7:00 AM –11:00 AM; Meg Gates Osborne**
- g. **Request to Use/Close City Streets; Overbrook Farms HOA Block Party; April 22, 2023; 10:00 AM –4:00 PM; Pooja Garg, Overbrook Farms HOA**
- h. **Request to Use Reflecting Pool; Submarine Event; August 12-13, 2023; 7:00 AM –5:00 PM; Chris Campbell, SubCommittee R/C Submarine Club**
- i. **Request to Use/Close City Streets; Sam Costa Half and Quarter Marathon Road Race; March 25, 2023; 7:00 AM –12:00 PM; Terry Townsend, Indy Runners and Walkers**

6. OTHER

- a. **Request for Additional Arts Grant Program Agreement; (\$42,720.00 Increase); Actors Theatre of Indiana, Inc; Mayor James Brainard**
- b. **Request for Additional Arts Grant Program Agreement; (\$48,950.00 Increase); Carmel Symphony Orchestra, Inc.; Mayor James Brainard**
- c. **Request for Additional Arts Grant Program Agreement; (\$7,120.00 Increase); Indiana Wind Symphony; Mayor James Brainard**
- d. **Request for Additional Arts Grant Program Agreement; (\$14,240.00 Increase); Gregory Hancock Dance Theatre, Inc.; Mayor James Brainard**
- e. **Request for Additional Arts Grant Program Agreement; (\$17,000.00 Increase); Gregory Hancock Dance Theatre, Inc.; Mayor James Brainard**
- f. **Request for Additional Arts Grant Program Agreement; (\$37,380.00 Increase); Booth Tarkington Civic Theatre; Mayor James Brainard**

- g. **Request for Additional Arts Grant Program Agreement; (\$16,020.00 Increase); The CAT, Ltd.; Mayor James Brainard**
- h. **Resolution BPW 03-15-23-04; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant; (\$175,000.00); The Great American Songbook Foundation; Mayor James Brainard**
- i. **Resolution BPW 03-15-23-03; A Resolution of the City of Carmel Board of Public Works and Safety Approving the Appointment of the Fire Chief's Executive Assistants; Chief David Haboush, Carmel Fire Department**
- j. **Request for Waiver of BPW Resolution No. 04-28-17-01/ Temporary Construction Entrance; Between Carmel Drive and 111th Street; Duke Energy**
- k. **Request for Waiver of BPW Resolution No. 04-28-17-01/ Lane Restriction; 889 Bridle Circle; Duke Energy**
- l. **Request for Waiver of BPW Resolution No. 04-28-17-01/ Path Closure; 307 East City Center Drive; Duke Energy**
- m. **Request for Waiver of BPW Resolution No. 04-28-17-01/ Lane Restrictions; 1705 W 116th Street; AES, Inc.**
- n. **Request for Lane & Road Closure/ Sidewalk Closure/Open Pavement Cuts; 175 S Rangeline Road; Nick Justice, CEC, Inc.**
- o. **Request for Waiver of City Code 6-145 (Application of Outdoor Burning Regulations); 4100 W 121st Street; Hillary Peters, Mariami Landscapes**
- p. **Request for Stormwater Technical Standards Waiver; Irsay Pond, 116th & Clay Center Road; Brian Brown, Stoepfelwerth**
- q. **Request for Consent to Encroach and Variance; 12517 Brompton Road; Daniel and Elizabeth Strader**

7. ADJOURNMENT

1 **Board of Public Works and Safety Meeting**
2 **Minutes**
3 **Wednesday, March 1, 2023 – 10:00 a.m.**
4 **Council Chambers City Hall, One Civic Square**
5

6
7 **MEETING CALLED TO ORDER**

8
9 *Mayor Brainard called the meeting to order at 10:01 AM*
10

11 **MEMBERS PRESENT**

12
13 *Mayor James Brainard, Board Members Lori Watson and Mary Ann Burke, and City Clerk Sue*
14 *Wolfgang were present.*
15

16 **MINUTES**

17
18 *Minutes from the February 15, 2023 Regular Meeting. Board Member Burke moved to approve. Board*
19 *Member Watson seconded. Minutes were approved 3-0.*
20

21 **BID OPENING AND AWARD**

22
23 **Bid Award for Project # 20-ENG-04 - Road Improvements College Ave (96th to 106th Street)**
24

25 *Jeremy Kashman, City Engineer, recommended awarding the bid to Rieth-Riley Construction Co., Inc.*
26 *as they were the lowest, responsive bidder. Board Member Burke moved to award the bid to Rieth-Riley*
27 *Construction Co., Inc in the amount of \$13,585,815.00. Board Member Watson seconded. Bid Award*
28 *approved 3-0.*
29

30 **Bid Award for Project 23-STR-01 - 2023 Paving Program**
31

32 *Crystal Edmondson, Operations Manager, recommended awarding the bid to Howard Asphalt, LLC as*
33 *they were the lowest, responsive bidder. Board Member Burke moved to award the bid to Howard*
34 *Asphalt, LLC in the amount of \$3,641,478.16. Board Member Watson seconded. Bid Award approved*
35 *3-0.*
36

37 **CONTRACTS**

38
39 *Request for Purchase of Goods and Services; Yardberry Landscape and Excavating Company; (No Cost*
40 *Change); 20-ENG-07 106th Street Path Penn to College; CO #1; Board Member Burke moved to*
41 *approve. Board Member Watson seconded. Request approved 3-0.*
42

43 *Request for Purchase of Goods and Services; Fredericks, Inc; (\$49,667.00); Repair EIFS Over*
44 *Front entry – Station 42; Additional Services Amendment; Board Member Burke moved to*
45 *approve. Board Member Watson seconded. Request approved 3-0.*
46

47 *Request for Purchase of Goods and Services; Pediatric Emergency Standards, Inc; (\$7,345.00);*
48 *Handtevy Mobile Agreement; Board Member Burke moved to approve. Board Member Watson*
49 *seconded. Request approved 3-0.*

50
51 *Request for Purchase of Goods and Services; Lithko Restoration Technologies, LLC; (-76,192.00);*
52 *Sophia Square Waterproofing; CO #2; Board Member Burke moved to approve. Board Member*
53 *Watson seconded. Request approved 3-0.*

54
55 *Request for Purchase of Goods and Services; 3D Company, Inc; (99,360.21); 20-ENG-02 106th and*
56 *College Ave RAB; CO #1; Board Member Burke moved to approve. Board Member Watson*
57 *seconded. Request approved 3-0.*

58
59 *Request for Purchase of Goods and Services; Yardberry Landscape and Excavating Company; (-*
60 *\$89,075.77); 20-ENG-07 106th Street Path Penn to College; CO #2, Final; Board Member Burke*
61 *moved to approve. Board Member Watson seconded. Request approved 3-0.*

62
63 *Resolution BPW 03-01-23-01; A Resolution of the City of Carmel Board of Public Works and Safety*
64 *Acknowledging Agreement Between City and Vendor; Volkert, Inc; (\$76,200.00); 20-ENG-06*
65 *Haverstick Multi-Use Path (96th St to 99th St)/Appraisal and Negotiation Services; Additional*
66 *Services Amendment; Board Member Burke moved to approve. Board Member Watson seconded.*
67 *Request approved 3-0.*

68
69 *Request for Purchase of Goods and Services; Insight Public Sector, Inc; (\$87,850.92); Network*
70 *Lease and Equipment; Additional Services Amendment #2; Board Member Burke moved to approve.*
71 *Board Member Watson seconded. Request approved 3-0.*

72
73 *Request for Purchase of Goods and Services; Midwest Landscape Industries, Inc; (\$65,255.00); 2023*
74 *Flower Installation; Board Member Burke moved to approve. Board Member Watson seconded.*
75 *Request approved 3-0.*

76
77 *Request for Purchase of Goods and Services; Rieth-Riley Construction Co., Inc.;*
78 *(\$13,585,815.00); 20-ENG-04 - Road Improvements College Ave (96th to 106th Street) –*
79 *Construction; Board Member Burke moved to approve. Board Member Watson seconded. Request*
80 *approved 3-0.*

81
82 *Request for Purchase of Goods and Services; The Etica Group, Inc; (\$171,000.00); 22-ENG-02*
83 *116th St Path from Michigan Rd to Towne Rd – Design; Professional Services; Board Member*
84 *Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

85
86 **REQUEST TO USE CITY STREETS/PROPERTY**

87
88 *Request to Use / Close City Streets; Artmobilia – Shift Road Rally; September 10, 2023; 6:00 AM –*
89 *10:00 AM; Board Member Burke moved to approve. Board Member Watson seconded. Request*
90 *approved 3-0.*

91
92 *Request to Use / Close City Streets / Monon & Main Plaza / Midtown Plaza; Artmobilia – Lotus –*
93 *Palooza; September 9, 2023; 6:00 AM – 9:00 PM; Board Member Burke moved to approve. Board*
94 *Member Watson seconded. Request approved 3-0.*

95

96 *Request to Use / Close City Streets; Artmobilia – Spring Rally, Keystone 10000; May 6, 2023; 4:00*
97 *PM – 9:00 PM; Board Member Burke moved to approve. Board Member Watson seconded. Request*
98 *approved 3-0.*
99

100 *Request to Use / Close City Streets / Civic Square Fountain Area / Civic Square Gazebo/Lawn; Battle*
101 *of the Bands Music Festival; April 15, 2023; 12:00 PM – 10:00 PM; Board Member Burke moved to*
102 *approve. Board Member Watson seconded. Request approved 3-0.*
103

104 *Request to Use Palladium Paver Patio; Wedding; September 16, 2023; 2:00 PM –8:00 PM; Board*
105 *Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*
106

107 *Request to Use Midtown Plaza; Movies at Midtown; May 2 – October 31, 2023; Tuesdays: 12:00 PM*
108 *and 6:00 PM, Thursdays: 6:00 PM; Board Member Burke moved to approve. Board Member Watson*
109 *seconded. Request approved 3-0.*
110

111 *Request to Use Midtown Plaza; Midtown Music Mondays; May 1 – October 30, 2023; Every Monday*
112 *(Except Holidays); 4:30 PM – 7:30 PM; Board Member Burke moved to approve. Board Member*
113 *Watson seconded. Request approved 3-0.*
114

115 *Request to Use Carter Green (Civic Square Gazebo as Backup); Religious Procession/Public Prayer*
116 *(No road or street closures have been requested for the procession, but traffic control is requested at*
117 *major intersections); June 11, 2023; 9:00 AM –7:00 PM; Board Member Burke moved to approve.*
118 *Board Member Watson seconded. Request approved 3-0.*
119

120 *Request to Use Civic Square Gazebo/Lawn and Civic Square Fountain Area; Wedding; June 16, 2023;*
121 *3:00 PM –6:00 PM; Board Member Burke moved to approve. Board Member Watson seconded.*
122 *Request approved 3-0.*
123

124 *Request for Meet Me on Main in the Carmel Arts and Design District; March 11/April 8/May 13/June*
125 *10/July 8/August 12/September 9/October 14/November 11/December 9, 2023; 3:00 PM – 9:00 PM;*
126 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*
127

128 **OTHER**

129
130 *Request for Waiver of BPW Resolution No. 04-28-17-01/ Lane Restriction; East Main Street; Board*
131 *Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*
132

133 *Request for Waiver of BPW Resolution No. 04-28-17-01; 11204 Westfield Blvd; Board Member Burke*
134 *moved to approve. Board Member Watson seconded. Request approved 3-0.*
135

136 *Request for Road Closure/ Open Pavement Cut; Jackson’s Grant Village, 116th Street; Board Member*
137 *Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*
138

139 *Request for Secondary Plat; The Courtyards of Carmel, Section 3; Board Member Burke moved to*
140 *approve. Board Member Watson seconded. Request approved 3-0.*
141

142 **ADD-ONS**

143
144 *Board Member Burke moved to add two add-on items to the agenda. Board Member Watson seconded.*
145 *Adding of items approved 3-0.*
146

147 **Request for Purchase of Goods and Services**
148 *Powers & Sons Construction Company, Inc; (\$1,329,000.00); Clay Township Center Addition.*
149 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

150
151 **Request for Proposal Opening**
152 *Solar Panel Installation Request for Proposal at the Westside Facility.*
153 *Board Member Watson opened the bids and read the companies aloud:*

154
155 *Huston Electric, Inc*
156 *Solar Energy Solutions, LLC*
157 *Retro Tech Systems*

158
159 **ADJOURNMENT**

160
161 *Mayor James Brainard adjourned the meeting at 10:10 a.m.*

162
163
164
165
166
167 **APPROVED:** _____
168 *Sue Wolfgang – City Clerk*

169
170
171
172 _____
173 *Mayor James Brainard*

174
175 **ATTEST:**
176
177
178 _____
179 *Sue Wolfgang – City Clerk*

180

To: Board of Public Works
and Safety
City of Carmel, Indiana

Date: March 7, 2023

Resolution No: BPW-03-15-23-01

From: CITY ENGINEER

Principal: Jackson's Grant Real Estate Company, LLC

Surety: Standard Financial

Board Members:

I have conducted final inspection at Jackson's Grant section 1B for the following improvements:

<u>ITEM</u>	<u>SURETY NUMBER</u>	<u>AMOUNT</u>
Erosion Control	1155JG1B	\$257,197.18

The above improvements have been inspected and are acceptable to the City of Carmel. I recommend acceptance of said improvement, subject to the following conditions:

3 year maintenance guarantees to replace the surety listed above must be submitted to replace the performance guarantee. The required maintenance guarantee amounts are as follows:

<u>ITEM</u>	<u>AMOUNT</u>
Erosion Control	\$25,719.72

APPROVED:



Jeremy Kashman, City Engineer

Be it resolved by the board of Public Works and Safety, City of Carmel, Indiana on this 15th day of March, 2023, that the performance guarantee for Jackson's Grant section 1B listed above is accepted and released by the City of Carmel, Indiana subject to any conditions listed above.

Signed: _____ (Presiding Officer)

_____ (Member)

_____ (Member)

Board of Public Works and Safety



**ADDITIONAL SERVICES AMENDMENT TO
AGREEMENT FOR GOODS AND SERVICES**

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and Nelson Alarm, LLC, (the "Vendor"), as City Contract dated March 7, 2018 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as follows:


CITY OF CARMEL, INDIANA
by and through its Board of Public
Works and Safety

Nelson Alarm, LLC

By:

By:

James Brainard, Presiding Officer
Date: _____


Authorized Signature

Mary Ann Burke, Member
Date: _____

DAVID NIZKRAN
Printed Name

Lori S. Watson, Member
Date: _____

PROSLOGNT
Title

ATTEST:

FID/TIN: 47-3610228

Last Four of SSN if Sole Proprietor: _____

Sue Wolfgang, Clerk
Date: _____

Date: 2/24/23



Nelson Alarm

City of Carmel – Direct Sale Agreement (Revised)

Date: February 20, 2023

Project Name: City of Carmel – Information and Communication Systems
Address: 31 1st Avenue NW
City, State, Zip: Carmel, IN 46063

Contact: Todd Luckoski
Phone: 317.571.2590

NELSON ALARM (hereinafter referred to as "NA") agrees to sell and Customer agrees to buy the aforementioned equipment.

This Sales and Installation Agreement is made this 19th day of January 2022 between Nelson Alarm ("NA") and City of Carmel ("Customer"), who agrees to purchase the following equipment and services provided by NA.

Direct Sale:

QTY	Parts Description
34	AXIS Q3538-LVE 4K Fixed IR WDR IP Dome Camera, 6.2-12.9mm Lens; \$41,503
1	AXIS P3719-PLP P37 Series 15MP Outdoor Multidirectional Dome IR IP Camera, 3-6mm Varifocal Lens; \$1,384
1	AXIS Q6078-E Q60 Series Outdoor UHD 4K PTZ IP Camera, 20x Optical Zoom; \$2,809
20	AXIS T94M01D Outdoor Pendant Kit for Q3505-VE; \$1,124
16	AXIS T91D61 Wall Mount 1.5" NPS Thread for Fixed Dome Pendant Kits; \$1,290
1	AXIS T91B47 Pole Mount Indoor/Outdoor with Stainless Steel Straps, 50-150mm; \$72
6	AXIS T94A01D Pendant Kit Mounting on 1.5" NPS Threaded Bracket, Aluminum; \$288
1	AXIS T94N01D Indoor/Outdoor Pendant Kit on 1.5" NPS Threaded Brackets; \$81

Total Cost - \$48,551 plus applicable freight, taxes or fees.

Quote Valid for 30 days.

STANDARD TERMS AND CONDITIONS:

1. In the event that any part of the aforementioned equipment becomes defective, or in the event that any repairs are required, NA agrees to make all repairs and replacement of parts without costs to the Customer for a period of one year from the date of installation. NA reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, reprogramming, damage by lightning, electrical surge or wire breaks.

2. Except as set forth in this agreement, NA makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. NA does not represent nor warrant that the equipment may not be compromised or circumvented, or that the equipment will prevent any loss by burglary, hold-up, vandalism or otherwise; or that the system will in all cases provide the protection for which it is installed. NA expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose.



Nelson Alarm

3. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than NA. NA shall not be liable for consequential damages. Customer acknowledges that any affirmation of fact or promise made by NA shall not be deemed to create an express warranty unless included in this contract in writing; that Customer is not relying on NA's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement. Customer's exclusive remedy for NA's breach of this contract or negligence to any degree under this contract is to require NA to repair or replace, at NA's option, any equipment which is non-operational. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, NA will procure all permits required by local law and will provide certificate of workman's compensation prior to starting work.

4. **DELAY IN INSTALLATION:** NA shall not be liable for any damage or loss sustained by Customer as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including NA's negligence in the performance of this contract. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence.

5. **ALTERATION OF PREMISES FOR INSTALLATION:** NA is authorized to make preparations such as drilling holes, driving Nails, making attachments or doing any other thing necessary in NA's sole discretion for the installation of the equipment, and NA shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the equipment, and Customer represents that the owner of the premises, if other than Customer, authorizes the installation of the equipment under the terms of this agreement.

6. **CUSTOMER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Customer agrees to furnish, at Customer's expense, all 110 Volt AC power and electrical outlets and receptacles, internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by NA.

7. **LIEN LAW:** NA or any subcontractor engaged by NA to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

8. **INDEMNITY/WAIVER OF SUBROGATION RIGHTS/ASSIGNMENTS:** Customer agrees to indemnify and hold harmless NA, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Customer, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by NA's performance, negligence or failure to perform any obligation under this agreement. Parties agree that there are no third party beneficiaries of this contract. Customer on its behalf and any insurance carrier waives any right of subrogation Customer's insurance carrier may otherwise have against NA or NA's subcontractors arising out of this agreement or the relation of the parties hereto. Customer shall not be permitted to assign this agreement without written consent of NA. NA shall have the right to assign this contract and shall be relieved of any obligations herein upon such assignment.

9. **EXCULPATORY CLAUSE:** NA and Customer agree that NA is not an insurer and no insurance coverage is offered herein. NA is not assuming liability, and, therefore shall not be liable to Customer for any loss, personal injury, data corruption or inability to retrieve data, or property damage sustained by Customer as a result of the equipment failure, or any other cause, whatsoever, regardless of whether or not such damage was caused by or contributed to by NA's negligent performance, failure to perform any obligation or strict products liability. Customer releases NA from any claims for contribution, indemnity or subrogation.

10. **INSURANCE:** The Subscriber shall maintain a policy of public liability, property damage, burglary and theft insurance under which NA is named as additional insured. NA shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Subscriber from insurance covering such loss or damage or for such loss or damage against which the Subscriber is indemnified or insured. In the event of any loss or injury to any person or property, Subscriber agrees to look exclusively to Subscriber's insurer to recover damages.

Subscriber shall obtain insurance to cover any loss the security services are intended to detect to one hundred percent of the insurable value, and Subscriber and all those claiming rights under Subscriber waive all rights against NA and its subcontractors for loss or damages caused by burglary, theft, water, smoke, fire or other perils intended to be detected by the security services or covered by insurance to be obtained by Subscriber, except such rights as they may have to the proceeds of insurance.

11. **LIMITATION OF LIABILITY:** Customer agrees that should there arise any liability on the part of NA as a result of NA's negligent performance to any degree of failure or perform any of NA's obligations or equipment failure, or strict products liability, that NA's liability shall be limited to the sum of \$250.00 or 5% of the sales price, whichever is greater. If Customer wishes to increase NA's amount of limitation of liability, Customer may, as a matter of right, at any time, by entering into a supplemental contract, obtain a higher limit by paying an annual payment consonant with NA's increased liability. This shall not be construed as insurance coverage.



Nelson Alarm

12. **LEGAL ACTION:** In the event NA refers this contract to an attorney, to recover any amounts owed by Customer to NA hereunder, the parties agree that the amount to be recovered, and any judgment to be entered, shall include interest at the rate of 1 1/2% per month from the date payment is due and Customer shall pay NA's legal fees. In any action commenced by NA against Customer, Customer shall not be permitted to interpose any counterclaim. This agreement shall be governed by the laws of the State of Indiana. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction over the parties hereto regarding any dispute between them and NA and Customer submits to the jurisdiction of the State of Indiana. Customer submits to the jurisdiction of Indiana and agrees that any litigation between the parties must be commenced and maintained exclusively in the State of Indiana and in the County where NA's principal place of business is located. The parties waive trial by jury in any action between them. Any action by Customer against NA must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against NA must be based on the provisions of this agreement. Any other action that Customer may have or bring against NA in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

13. **FULL AGREEMENT/SEVERABILITY/ CONFLICTING DOCUMENTS.** This agreement constitutes the full understanding of the parties and may not be amended or modified or canceled except in writing signed by both parties, except NA requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Should there arise any conflict between this agreement and Customer's purchase order or other document, this agreement will govern whether such purchase order or document is prior to or subsequent to this agreement. Should any provision of this agreement be deemed void, all other provisions will remain in effect.

Nelson Alarm:

Signature: _____

Printed Name: _____

Date: _____

Customer:

Signature: _____

Printed Name: _____

Date: _____

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-8000972

Page 1 of 1

PURCHASE ORDER NUMBER

108487

THIS NUMBER MUST APPEAR ON INVOICES, A/P
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
1/31/2023			00352213	Cameras

NELSON ALARM COMPANY ICS
VENDOR 2602 E 55TH STREET SHIP TO 31 1st Ave N.W.
 INDIANAPOLIS, IN 46220 - Carmel, IN 46032-
 Timothy Renick (317) 571-2576

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
73806				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1115 Fund: 0 Capital Lease Fund

Account: 44-632.01

1 Each	Camera replacements	\$48,551.00	\$48,551.00
		Sub Total	\$48,551.00



Quote dated 2/20/23 (Revised)

PLEASE INVOICE IN DUPLICATE

Send Invoice To:
ICS
Timothy Renick
31 1st Ave N.W.
Carmel, IN 46032-
(317) 571-2576

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
------------	---------	---------	-----------------	--------

PAYMENT

\$48,551.00

* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER

SHIPPING INSTRUCTIONS

*SHIP PREPAID.
*C.O.D. SHIPMENT CANNOT BE ACCEPTED.
*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL
*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

ORDERED BY

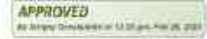
TITLE

CONTROLLER

Timothy Renick
Director

James Crider
Director of Administration

CONTROL NO. **108487**



ADDITIONAL SERVICES AMENDMENT TO AGREEMENT FOR GOODS AND SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and Engledow, Inc., (the "Vendor"), as City Contract dated February 5, 2020 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as follows:

CITY OF CARMEL, INDIANA
by and through its Board of Public
Works and Safety

Engledow, Inc.

By:

By:

Todd Engledow

James Brainard, Presiding Officer
Date: _____

Authorized Signature

Todd Engledow

Mary Ann Burke, Member
Date: _____

Printed Name

CEO

Lori S. Watson, Member
Date: _____

Title

FID/TIN: 35-1066915

ATTEST:

Date: 02/09/2023

Sue Wolfgang, Clerk
Date: _____

2023 Flowers- Installation and Maintenance
Engledow Details

SPRING FLOWERS

LOCATION	PLANT	SIZE	QUANTITY
P- Large Stone Urns (45 plants)	Juncus Twister	1 gal	45
Sophia Square Courtyard (54 flats) IDC Urns (12 flats)	Pansy Cool Wave Pastel Mix	1801 flats	66
P- Small Stone Urns (20 flats) P- Large Stone Urns (68 flats)	Pansy Matrix Citrus Mix	1801 flats	88
P- Iron Urns (64 flats)	Pansy Cool Wave White	1801 flats	64
Main St Cast Stone (48 flats) Sophia Square Courtyard (24 flats) IDC Urns (12 flats)	Pansy Cool Wave Blueberry Swirl	1801 flats	84

MAIN ST. CAST STONE PLANTERS (32 TOTAL)

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Pansy Cool Wave Blueberry Swirl	1801	48 flats

Each large planter gets approx. 12 plants.

Each small planter gets approx. 9 plants.

SOPHIA SQUARE COURTYARD (18 RECTANGULAR PLANTERS AND BASE OF 12 TOPIARY PLANTERS)

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Pansy Cool Wave Blueberry Swirl	1801	24
Pansy Cool Wave Pastel Mix	1801	54

Each 2-ball topiary planter base gets 2 flats of Pansy Blueberry.

Each rectangular planter gets 3 flats of Pansy Pastel Mix.

PALLADIUM

SMALL STONE URNS (15):

<u>Plant</u>	<u>Size</u>	<u>Per Urn</u>	<u>Total Plants</u>
Pansy Matrix Citrus Mix	1801	24 plants	20 flats

LARGE STONE URNS (15):

<u>Plant</u>	<u>Size</u>	<u>Per Urn</u>	<u>Total Plants</u>
Juncus Twister	1 gal	5	45
Pansy Matrix Citrus Mix	1801	80 plants	68 flats

STONE PLANTERS (15):

<u>Plant</u>	<u>Size</u>	<u>Per Urn</u>	<u>Total Plants</u>
Empty for Spring			

IRON URNS (64):

<u>Plant</u>	<u>Size</u>	<u>Per Urn</u>	<u>Total Plants</u>
Pansy Cool Wave White	1801	18 plants	64 flats

INDIANA DESIGN CENTER

(5 LARGE URNS & 6 SMALL URNS)

Spring

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Pansy- Cool Wave Blueberry Swirl	1801	12 flats
Pansy- Cool Wave Pastel Mix	1801	12 flats

*Pansies mixed evenly throughout urns.

SUMMER FLOWERS

Location	Plant Name	Size	Quantity
P- Large Stone Urns (15) IDC (10)	Canna- Yellow	6" pot	25
Sophia Square Courtyard (36)	Colocasia Elephant Ear	4.5" pot	36
P- Small Stone Urns (15)	Cordyline	6" pot	15
P- Small Stone Urns (225) P- Large Stone Urns (180) P- Iron Urns (192)	Geranium- Ivy Blizzard Blue	4.5" pot	597
Sophia Square Courtyard (78 flats)	Impatiens- Dazzler Tutti Frutti Mix	1801 flats	78
IDC Urns (44)	Impatiens- Sunpatiens White	4.5" pot	44
P- Large Stone Urns (150) P- Stone Planters (600) P- Iron Urns (128)	Lantana Landmark - White	4.5" pot	878
Main St Cast Stone Planters (256) IDC Urns (66)	Salvia- Purple Annual	4.5" pot	322

Summer Planting Detail for 2023

Main St Cast Stone Planters (32 total)

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Salvia Purple Annual	4.5" pot	256

Each large planter (16) gets approx. 10 plants. = 160

Each small planter (16) gets approx. 6 plants. = 96

Sophia Square Courtyard Planters

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Impatiens- Dazzler Tutti Frutti Mix	1801	78
Colocasia Elephant Ear	4.5"	36

Each 2-ball topiary planter base (12) gets 2 flats of Impatiens.

Each rectangular planter (18) gets 3 flats of Impatiens and 2 colocasia

Palladium

SMALL STONE URNS (15):

<u>Plant</u>	<u>Size</u>	<u>Per Urn</u>	<u>Total Plants</u>
Cordyline	6"	1	15
Ivy Geranium Blizzard Blue	4.5" pot	15	225

LARGE STONE URNS (15):

<u>Plant</u>	<u>Size</u>	<u>Per Urn</u>	<u>Total Plants</u>
Canna Yellow	6"	1	15
Lantana Landmark White	4.5" pot	10 plants	150
Ivy Geranium Blizzard Blue	4.5" pot	12 plants	180

STONE PLANTERS (15):

<u>Plant</u>	<u>Size</u>	<u>Per Urn</u>	<u>Total Plants</u>
Lantana Landmark White	4.5" pot	40 plants	600

IRON URNS (64):

<u>Plant</u>	<u>Size</u>	<u>Per Urn</u>	<u>Total Plants</u>
Lantana Landmark- White	4.5" pot	2	128
Ivy Geranium Blizzard Blue	4.5" pot	3	192

Indiana Design Center
(5 Large Urns & 6 Small urns)

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Salvia Purple	4.5" pot	66
Canna- Yellow	6" pot	10
Impatiens- Sunpatiens White	4.5" pot	44

Details:

Large Urns (5) (West side of property)-

Salvia Purple- 24 per urn- 60 plants

Canna- 2 pots per urn- 10 total plants

Impatiens Sunpatiens White - 20 per urn- 100 plants

2 Cannas in center

12 salvia between canna and impatiens

20 impatiens around border

Small Urns (6) (2 on S side, 4 on N side)-

Salvia Purple- - 1 per urn- 6 plants

White Impatiens - 4 per urn- 24 plants

1 Salvia in center

4 impatiens around border

FALL

LOCATION	PLANT	SIZE	QUANTITY
P- Small Stone Urns (90)	Chrysanthemum Yellow	9" pots	90
P- Large Stone Urns (45)	Juncus Twisted	1 gal	45
P- Iron Urns (64) IDC Urns (25)	Kale- White Flowering	6" pots	89
P- Small Stone Urns (60) P- Large Stone Urns (240) P- Iron Urns (512) Main St Cast Stone (192) Sophia Sq Courtyard (540)	Snapdragon- Cool Bronze	4.5"	1,544
P- Small Stone Urns (10 flats) P- Large Stone Urns (68 flats) P- Iron Urns (44 flats) IDC Urns (16 flats) Sophia Sq Courtyard (24 flats)	Pansy- Matrix Amber Mix	1801 flats	162

Fall Flowers Planting Details

PALLADIUM

SMALL STONE URNS (15):

<u>Plant</u>	<u>Size</u>	<u>Per Urn</u>	<u>Total Plants</u>
Snapdragon Cool Bronze	4"	4	60
Chrysanthemum Yellow (Pale Yellow if available)	4"	6	90
Pansy Matrix Amber Mix	1801	12 plants	10 flats

LARGE STONE URNS (15):

<u>Plant</u>	<u>Size</u>	<u>Per Urn</u>	<u>Total Plants</u>
Juncus Twisted	1 gal	5	45
Snapdragon Cool Bronze	4"	16	240
Pansy Matrix Amber Mix	1801	80 plants	68 flats

STONE PLANTERS (15):

<u>Plant</u>	<u>Size</u>	<u>Per Urn</u>	<u>Total Plants</u>
Empty for Fall			

IRON URNS (64):

<u>Plant</u>	<u>Size</u>	<u>Per Urn</u>	<u>Total Plants</u>
Flowering Kale White	6"	1	64
Snapdragon Cool Bronze	4"	8	512
Pansy Matrix Amber Mix	1801	12 plants	44 flats

INDIANA DESIGN CENTER

(5 LARGE URNS & 6 SMALL URNS)

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Pansy- Matrix Amber Mix-	1801	16 flats
Flowering Kale White-	4.5"	25 plants

Large Urns (5) (West side of property)-

Kale- 5 plants near center

Pansy- 2 flat per urn

Pansies are mixed around edge of urn

Small Urns (6) (2 on S side, 4 on N side)-

Pansy- 1 flat per urn

MAIN ST. CAST STONE PLANTERS (32 TOTAL)

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Snapdragon- Cool Bronze	1801	48 flats

Each large planter gets approx.. 6 plants of each Snapdragon.

Sophia Square Courtyard

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Pansy- Matrix Amber Mix	1801	24
Snapdragon- Cool Bronze	4.5" pots	540

Each 2-ball topiary planter base gets 2 flats of Pansies.

Each rectangular planter gets 30 Snapdragon.

WINTER PLANTING DETAILS

WINTER

LOCATION	PLANT	SIZE	QUANTITY
Main St Stone Planters (32)	Low growing Juniper	3 gal	32
Sophia Square Courtyard (72) Palladium Planters/ Urns (64) IDC Urns (64)	Decorative Winter Décor with Ornamentation	12" insert	200
Palladium Planters/ Urns (30) IDC (30)	Decorative Winter Décor with Ornamentation	21" insert	60
Palladium Planters/ Urns (15)	Fresh Garland Rolls	75' roll	15

Main St Stone Planter:

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Low growing Juniper	3 gal	32

Each planter gets one juniper in the center.

Sophia Square Courtyard (18 RECTANGULAR STONE PLANTERS AND BASE OF 12 TOPIARY PLANTERS)

Sophia square: The topiaries are NOT to have any decorations.
Only the 18 rectangular stone planters will have winter décor.

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Winter decorative mix pots	12" insert	72

4- 12" pots per planter: 72 pots total for this area



Palladium Planters & Urns

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Winter decorative mix pots	12" insert	64
Winter decorative mix pots	21" insert	30
Fresh Garland Rolls	75' roll	15

4- 12" pots per planter: 72 pots total for this area

Small Stone Urns (15)- will get 1, 21" insert- 15 total

Large Stone Urns (15)- will get 1, 21" insert- 15 total

Stone planters (15)- will get 1, 75' roll fresh garland- 15 rolls total

Iron Urns (64) will get 1, 12" insert- 64 total

Palladium Annual Bed Terms:

- 15 – Stone urns approximately 3 ft. wide (referred to as SMALL STONE URNS)
- 15 – Stone urns approximately 5 ft. wide (referred to as LARGE STONE URNS)
- 15 – Stone planters connecting the 3 and 5 ft. wide urns: each of these planters is approximately 19" wide and about 23 ft. long (referred to as STONE PLANTERS)
- 64 – Iron urns approximately 18" planting width (referred to as IRON URNS)

Indiana Design Center (5 Large Urns & 6 Small Urns)

<u>Plant Name</u>	<u>Size</u>	<u>Quantity</u>
Winter decorative mix pots	12" insert	64
Winter decorative mix pots	21" insert	30

Small Urns (6)- will get 1, 12" insert- 6 total

Large Urns (5)- will get 1, 21" insert- 5 total

City of Carmel Street Department
2023 Flower Maintenance- Service Contract

The City of Carmel would like to receive quotes for planting and maintaining Spring, Summer, Fall annuals, and Winter décor for four areas in Carmel. Maintaining includes watering and removing weeds from the planted areas. Some areas are irrigated but may still need supplemental watering of the areas.

The four areas to be planted with annuals and annuals maintained are:

1. Main St. Cast Stone Planters (32 planters total- each opening approx. 24" wide)
2. Sophia Square Courtyard (18 rectangular planters and the base of 12 topiary planters)
3. Palladium Planters & Urns (15 small stone urns, 15 large stone urns, 15 stone planters, & 64 iron urns)
4. Indiana Design Center (5 large urns & 6 small urns)

The Carmel Street Department will be purchasing all annuals/perennials for this contract. The Contractor will be required to install and maintain these plantings for Spring, Summer, Fall, and Winter seasons.

A 2" layer of leaf compost is to be applied by the contractor to all planting beds, pots, or urns and incorporated into a depth of 6" prior to planting of any annual or perennial. The contractor is to supply the leaf compost.

The Contractor will be required to apply a three-month slow-release application of fertilizer, as to manufacturer's specifications, to all planting beds, pots, or urns after planting is complete. The Contractor will also water all annuals/perennials immediately after planting and inform the City by text or e-mail as to which areas have been completed.

The Contractor will be required to use dark brown dyed hardwood mulch around the annuals after planting occurs if the soil is disturbed to have a completed finished look to each landscape area. No more than 33% of soil or mulch shall be visible after planting any seasonal display.

Spring planting is to begin in the 3rd week of March.

Summer planting is to begin the week of May 11th.

Fall planting is to begin in the 1st week of October.

Winter décor is to be complete before the 2nd Saturday in November.

Upon the completion of the growing season, the contractor will be required to pull all dead annuals/ décor, trim all perennials that were planted, and remove and dispose of all plant material from the planting beds.

Winter Décor Details

The Sophia Square topiaries are not to have any decorations.
Only the 18 rectangular stone planters will have winter décor.



Winter decorations are to include greens covering the entire planter opening to a height of not less than 1 ft. high. All soil in the planters is to be covered with the winter décor. The center of the urn is to be as high as the width of the urn, with the maximum height to be 6 ft tall. The construction of the winter decorations is to be made in such a way so they will withstand winter winds, storms, and snow. The Contractor is to maintain, repair, or replace any decorations that do not withstand winter weather. Some urns contain irrigation systems. If any of these systems are damaged during the installation of decorations, the Contractor is responsible for repairs.

The allowable material for each planter should be a mixture of:

Branches spray-painted white or gold

Cut eucalyptus

Dried hydrangea blooms

Dried *Magnolia grandiflora* branches

Evergreen boughs

Holly branches (both evergreen and deciduous)

Ilex verticillata

Pinecones

Red, Silver, or Gold ornaments

Any other festive plant materials approved by the City prior to installation

Winter Decoration Examples









End of Specifications

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

108497

THIS NUMBER MUST APPEAR ON INVOICES, A/P
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
2/2/2023			358653	
ENGLEDOW, INC VENDOR 1100 E 116TH ST CARMEL, IN 46032 -		Street Department SHIP TO 3400 W. 131st Street Carmel, IN 46074- Matt Higginbotham (317) 733-2001		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
73892				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2201 Fund: 2201 Motor Vehicle Highway FND

Account: 43-509.00

1 Each	Flower Maintenance	\$53,797.76	\$53,797.76
		Sub Total	\$53,797.76



Send Invoice To:
Street Department

3400 W. 131st Street
Carmel, IN 46074-
(317) 733-2001

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$53,797.76

SHIPPING INSTRUCTIONS

- *SHIP PREPAID.
- *C.O.D. SHIPMENT CANNOT BE ACCEPTED.
- *PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL.
- *THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945 AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

PAYMENT

* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

Lee Higginbotham
Commissioner

TITLE

CONTROLLER

CONTROL NO. **108497**

RESOLUTION NO. BPW 03-15-23-02

**RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY
ACKNOWLEDGING AGREEMENT BETWEEN CITY AND VENDOR**

WHEREAS, pursuant to Indiana Code 36-1-4-7, the City of Carmel, Indiana ("City"), is authorized to enter into contracts; and

WHEREAS, pursuant to Indiana Code 36-4-5-3, the City's mayor may enter into contracts on behalf of the City; and

WHEREAS, pursuant to his authority under Indiana law, the City's mayor, the Honorable James C. Brainard, has caused to be signed the Agreement attached hereto (the "Contract"); and

WHEREAS, Mayor Brainard now wishes to present the contract to the City's Board of Public Works and Safety for it to be publicly acknowledged, filed in the Clerk's Office, and made available to the public for review.

NOW, THEREFORE, BE IT RESOLVED by the City of Carmel Board of Public Works and Safety as follows:

1. The foregoing Recitals are incorporated herein by this reference.

2. The receipt of the Contract is hereby acknowledged.

3. The Contract shall be promptly filed in the office of the Clerk and thereafter made available to the public for review.

SO RESOLVED this _____ day of _____, 2023.

CITY OF CARMEL, INDIANA

By and through its Board of Public Works and Safety

BY:

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, Clerk

Date: _____

Traynor & Associates, Inc.
Engineering Department - 2023
Appropriation #2200 0 44-628.71 2020 Road Bond Fund: P.O. #108559
Contract Not To Exceed \$2,000.00
560 3rd Ave SW Appraisal

APPROVED
By: [Signature] Date: 3/6/2023

**ADDITIONAL SERVICES AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") entered into by and between the City of Carmel and Traynor & Associates, Inc. (the "Professional"), as City Contract dated January 24, 2022 shall amend the terms of the Agreement by adding the additional services to be provided by Professional consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as follows:

CITY OF CARMEL, INDIANA
by and through its Board of Public
Works and Safety

Traynor & Associates, Inc.

By:

James Brainard

James Brainard, Presiding Officer

Date: 3-6-2023

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, Clerk

Date: _____

By:

Roseanne Fraten

Authorized Signature

Roseanne Fraten

Printed Name

Vice President

Title

FID/TIN: 35-2099023

Date: 3/6/2023

Traynor & Associates, Inc.

Real Estate Appraising & Consulting

February 10, 2023

Mr. Sergey Grechukhin
City of Carmel
1 Civic Square
Carmel, Indiana 46032

RE: Appraisal Report
Traynor # 23151
560 3rd Ave SW
Carmel, Indiana 46032
Parcel # 29-09-25-405-011.000-018

Dear Mr. Grechukhin,

Traynor & Associates, Inc. is submitting a Letter of Engagement for a signed agreement to perform an appraisal for the above referenced property. The appraisal report results will be communicated in an appraisal of the market value, as per the Uniform Standards of Professional Appraisal Practice (USPAP).

The client and intended user is the City of Carmel. The intended use is to estimate an "As Is" (exterior only) market value of the subject, referenced above, in order to provide an estimated market value conclusion for the City of Carmel, the client, to assist in internal decision making. The total fee for the appraisal is \$2,000 and payment due upon completion of the report. In the event, if it is necessary for you the client to stop work on the appraisal, you agree to pay for time and costs incurred prior to the receipt of written notice of such a stop order. Our appraisal work will start upon receipt of a signed copy of this letter of engagement. The fee for the appraisal is for the service rendered and not necessarily the time spent in preparation of the actual physical report.

The above fee does not include \$125 per hour for research and deposition. The above fee does not include a charge for court appearances or appearances before government agencies to give testimony, if such should be required. The fee for such services will be Two Hundred Twenty Five Dollars (\$225.00) per hour, with a minimum of Nine Hundred Dollars (\$900.00). These rates are subject to change, but will remain valid for a period of six (6) months, from the date of execution of this agreement. One half (½) days' notice of the cancellation of a scheduled court appearance is required and in lieu of such notice, the minimum appearance fee of Nine Hundred Dollars (\$900.00), will be charged. The minimum fee is due prior to testimony.

6750 E 75TH Street
Indianapolis, IN 46250
(317) 813-4990

Traynor & Associates, Inc.

Real Estate Appraising & Consulting

The findings and conclusions of the appraisal will be reported to our client. The findings will not be reported to any other individuals, unless we are otherwise authorized. It will be necessary for us to disclose the fact that we are undertaking the appraisal as we proceed through the investigation process. The evaluation and analysis of the subject property as it appears in the appraisal review report will be the opinion of Joseph C. Traynor, his associates and staff. The fee for this appraisal is not contingent upon any particular conclusions.

The appraiser's liability to the client is limited to the amount of the fee as liquidated damages. The appraisers hereby limit their liability to the client alone and the use of the appraisal by third parties shall be at the risk of the client and/or the third party.

We will have the appraisals completed within 4 weeks, from the execution of this agreement. We thank you for your interest in our firm's services. If this contract meets with your approval, please so indicate by your signature. Upon receipt, please return a signed copy.

Sincerely,



Joseph C. Traynor, MRICS
Indiana Certified General Appraiser #CG69100233
President
Traynor & Associates, Inc.

Accepted By: _____

Date: _____

6750 E 75TH Street
Indianapolis, IN 46250
(317) 813-4990

Traynor & Associates, Inc.

Real Estate Appraising & Consulting

ASSUMPTIONS AND LIMITING CONDITIONS

THIS APPRAISAL IS SUBJECT TO THE FOLLOWING UNDERLYING ASSUMPTIONS AND QUALIFYING AND LIMITING CONDITIONS:

1. This is an Appraisal Report, which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. As such, it includes a discussion of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. It also includes descriptions of the subject property, the property's locale, the market for the property type, and the appraiser's opinion of the highest and best use.
2. The value of the property is expressed in dollars on the date specified and is subject to any changes in the value of the dollar. All existing liens or encumbrances have been disregarded and the property is appraised as though free and clear under responsible ownership and competent management.
3. The legal description furnished is assumed to be correct. No survey was available (unless otherwise stated) and the dimensions used are from sources deemed to be reliable.
4. All information and comments concerning the location, neighborhood, trends, construction quality and costs, loss in value from whatever cause, condition, rents, or any other data of the property appraised herein represent the estimates and opinions of the appraiser, formed after an examination and study of the property.
5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that there is full compliance with all-applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined and

6750 E 75TH Street
Indianapolis, IN 46250
(317) 813-4990

Traynor & Associates, Inc.

Real Estate Appraising & Consulting

considered in the appraisal report.

8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined and considered in the appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, consents or other legislative or administrative authority from any local, state or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estate contained in this report is based.
10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
11. The forecasts, projections or operating estimates contained herein are based upon current market conditions, anticipated short term supply and demand factors and a continued stable economy. These forecasts are, therefore, subject to changes in future conditions.
12. In preparing this appraisal, the appraisers were required to rely on information furnished by other individuals or found in previously existing records and/or documents. While it is believed the information, estimates and analysis given and the opinions and conclusions drawn therefrom are correct, the appraisers do not guarantee them and assumes no liability for any errors in fact, in analysis, or in judgment as a result of the inaccuracy of such information. No attempt has been made to render an opinion of title or status of easements or of any other matter of a legal nature.
13. The distribution of the total valuation in this report between land and improvements apply only under the existing program or utilization. The separate valuations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
14. Possession of this report, or a copy thereof, does not carry with it the right of publication, nor may it be used for any purpose by any but the client for whom it was made without the consent of the appraisers or the client.
15. The fee for this appraisal does not provide compensation for conference or

6750 E 75TH Street
Indianapolis, IN 46250
(317) 813-4990

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Real Estate Appraising & Consulting

testimony or attendance in court, with reference to the property in question.

16. This appraisal represents the independent opinions of the appraiser's free from any commitments and free from any present or contemplated future interest in the property, with the sole compensation for the employment being a fair professional fee.
17. Neither the fee nor the employment to make the appraisal was contingent on the value to be reported. Further, the appraisal was not based on a requested minimum valuation, specific valuation or the approval of a loan.
18. The existence of hazardous material, which may or may not be present on the property, was not observed by the appraisers. The appraisers have no knowledge of the existence of such materials on or in the property unless specifically stated within the appraisal report. The appraisers are not qualified to detect such substances and no responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if there is any suspicion of hazardous material.
19. The presence of substances such as asbestos, urea-formaldehyde foam insulation, radon gas, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value.
20. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

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Real Estate Appraising & Consulting

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Real Estate Appraising & Consulting

QUALIFICATIONS

JOSEPH C. TRAYNOR, MRICS, GAA, RAA

Indiana Certified General Appraiser

OFFICE:

6750 East 75th Street
Indianapolis, Indiana 46250
Phone: (317) 813-4990
Fax: (317) 813-4992

email: joe@traynorassociates.com
www.traynorassociates.com

EDUCATION:

Business Administration, Ball State University, 1974-1976
Architectural Technology, IUPUI, 1976-1977

Appraisal Course Work Completed:

Appraisal Institute

Standards of Professional Practice - Part A
Standards of Professional Practice - Part B
Condemnation Appraising
Course 550 - Advanced Income Applications

American Institute of Real Estate Appraisers

Capitalization Theory and Techniques - Part A
Capitalization Theory and Techniques - Part B

Society of Real Estate Appraisers

An Introduction to Appraising Real Property
Applied Residential Property Valuation
Narrative Report Writing Seminar
Applied Income Property Valuation

Appraisal Continuing Education Seminars Completed:

Professional Practice and the Society of Real Estate Appraisers
Applied Sales Comparison Approach
The Appraiser's Legal Liabilities
Rates, Relies & Reasonableness
Discounted Cash Flow Analysis
Indiana Department of Transportation Right-Of-Way Seminar
Easement Valuation
Market Extractions
Environmental Issues Seminar
Subdivision Analysis
A.D.A. Act Seminar
PRO-JECT Financial Analysis Seminar
Marshal Valuation Seminar
Appraising Local Retail Properties
Internet Search Strategies
Analyzing Operating Expenses
Partial Interest Valuation - Divided

** Author & Instructor

Feasibility Analysis - Highest & Best Use
The Appraiser As Expert Witness
Maximizing The Value Of An Appraisal Practice
Understanding Limited Appraisals - General
The High Tech Appraisal Office
The Internet and Appraising
Appraisal of Local Retail Properties
USPAP For Brokers**
Single Family Appraisals**
2-4 Family Appraisal**
Indiana Appraisers License Law*
The Appraisers Role in Zoning**
Subdivision Demographics Analysis**
The High Tech Real Estate Office**
USPAP 2003 Update
Case Studies in Highest and Best Use - Commercial

* Instructor

Qualifications Continued on Page Two -11/5/2016

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Real Estate Appraising & Consulting

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Real Estate Appraising & Consulting

QUALIFICATIONS

PROFESSIONAL MEMBERSHIPS AND DESIGNATIONS:

MRICS - Royal Institution of Chartered Surveyors
MAI Candidate: Appraisal Institute
General Accredited Appraiser (GAA): National Association of Realtors
Residential Accredited Appraiser (RAA): National Association of Realtors
Metropolitan Indianapolis Board of Realtors (Member)
Indiana Association of Realtors (Member)
National Association of Realtors (Member)

PROFESSIONAL INVOLVEMENT:

Appraisal Foundation, Washington, DC
Chairman of the Board of Trustees 2011
Board of Trustees 2005-2012, Executive Committee 2007-2012
AQB Certified USPAP Instructor
Appraisal Institute - Hoosier State Chapter, Indianapolis, IN
Edward White Lifetime Achievement Award - 2009
Director - 2004-2009
Secretary 1991
Appraiser Qualifications Board, (AQB) Washington, DC
Chair 2016-2017
Board Member 2014-2019
Metropolitan Indianapolis Board Of Realtors, Indianapolis, IN
Realtor of the Year 2005
Distinguished Service Award 2003
President 1996
Moderator Leadership Academy 2004-2005
Indiana Appraiser Certification and Licensing Board, Indianapolis, IN
Board Member appointed by Indiana Governor Mitch Daniels 2006-2013
Chair 2008-2009
Indiana Association of Realtors, Indianapolis, IN
Distinguished Service Award 2014
Realtor of the Year 2006
President 2001
Regional Vice President, 1997-1998
Director 1993-2008
Moderator Leadership Academy 2007-2008
National Association of Realtors, Chicago, IL
Regional Vice President - 2004
Appraisal Committee Chair - 2003
Board of Directors 2000-2002, 2004

LICENSES:

Indiana Broker #: RB14013645
Indiana Certified General Appraiser #: CG69100233

EXPERIENCE:

Co-Owner, Traynor Company Realtors, 1982-1986
Independent Fee Real Estate Appraiser since 1985, specializing in commercial, industrial, residential, special use properties, subdivisions, rural properties, easements and right-of-way takings including assignments for financial institutions, public agencies, government agencies, real estate developers, attorneys and individuals

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Indianapolis, IN 46250
(317) 813-4990

City of Carmel

ONE CIVIC SQUARE

CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
36-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

108559

THIS NUMBER MUST APPEAR ON INVOICES, A/P
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION	
2/22/2023			00351453	560 3rd Ave. SW - Appraisal Report	
TRAYNOR & ASSOCIATES, INC VENDOR 6750 E 75TH ST INDIANAPOLIS, IN 46250 -		City Engineering's Office SHIP TO 1 Civic Square Carmel, IN 46032- Laurie Slick			
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS		FREIGHT
74444					
QUANTITY	UNIT OF MEASURE		DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 0 2020 Road Bond

Account: 44-628.71

1 Each	560 3rd Ave SW - Appraisal Report	\$2,000.00	\$2,000.00
		Sub Total	\$2,000.00



PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$2,000.00

SHIPPING INSTRUCTIONS

- *SHIP PREPAID
- *C.O.D. SHIPMENT CANNOT BE ACCEPTED
- *PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL
- *THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945 AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO

PAYMENT

* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER

ORDERED BY

Jeremy Kashman
Director

TITLE

CONTROLLER

CONTROL NO. **108559**

American Structurepoint, Inc.
Engineering Department - 2023
Appropriation # 2200 0 44-628.71 2022 Bond Fund; P.O. #108573
Contract Not To Exceed \$1,290,998.00

APPROVED
By: Sergio Guzman at 11:22 am, Mar 07, 2023

**ADDITIONAL SERVICES AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") entered into by and between the City of Carmel and American Structurepoint, Inc. (the "Professional"), as City Contract dated May 6, 2022 shall amend the terms of the Agreement by adding the additional services to be provided by Professional consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as follows:

CITY OF CARMEL, INDIANA
by and through its Board of Public
Works and Safety

American Structurepoint, Inc.

By:

By:

James Brainard, Presiding Officer

DocuSigned by:
Cash E. Canfield

F19A200CE23A12D
Authorized Signature

Date: _____

Cash E. Canfield
Printed Name

Mary Ann Burke, Member

Chief Operating Officer
Title

Date: _____

FID/TIN: 35-1127317

Lori S. Watson, Member

Date: _____

Date: 3/7/2023

ATTEST:

Sue Wolfgang, Clerk

Date: _____



AMERICAN
STRUCTUREPOINT
INC

Exhibit A

9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
TEL 317.547.5580
FAX 317.543.0270

February 14, 2023

Mr. Jeremy Kashman
Carmel City Engineer
One Civic Square
Carmel, Indiana 46032

Re: 116th Street & Hoover Road Roundabout and 116th Street Trail from Towne Road to Spring Mill Road including Pedestrian Bridge over Williams Creek

Dear Mr. Kashman,

American Structurepoint, Inc. is pleased to submit this proposal for 116th Street & Hoover Road Roundabout and 116th Street Trail from Towne Road to Spring Mill Road including Pedestrian Bridge over Williams Creek Design and Bidding Services.

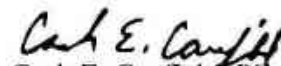
The professional services will include survey, environmental, roadway/trail design, bridge design, retaining wall design, lighting design, landscaping design, utility coordination, geotechnical engineering, bidding services, right-of-way engineering and construction inspection for the planned construction of 116th Street & Hoover Road Roundabout and 116th Street Trail from Towne Road to Spring Mill Road.

Upon receiving notice to proceed from the City of Carmel, American Structurepoint will commence with the survey, environmental, roadway/trail design, bridge design, retaining wall design, lighting design, landscaping design, utility coordination, and bidding services for a total lump-sum fee of \$1,076,330. Geotechnical engineering and right-of-way engineering will be invoiced on a unit cost basis according to the attached Exhibit C/D for a maximum amount of \$214,668. Construction Inspection will be invoiced on an hourly not-to-exceed basis in an amount to be determined at a later date. Invoices will be forwarded to the City of Carmel on a monthly basis in accordance with our contract.

We look forward to working with the City of Carmel on this project. If you should have any questions, please do not hesitate to contact me at (317) 547-5580.

Very truly yours,
American Structurepoint, Inc.


Mike McBride, PE
Vice President


Cash E. Canfield, PE
Chief Operating Officer

Attachments

Exhibit A

Overall Project Assumptions

- A. For the proposed Single Lane Roundabout at 116th Street & Hoover Road the funding will be 100% Local.
- B. For the proposed Trail on 116th Street from Towne Road to Spring Mill Road the project will be funded in part through the Indianapolis MPO Federal Funds Exchange. No Federal Funding.
- C. Documentation for this project will be in compliance with the Indianapolis Metropolitan Planning Organization Federal Funds Exchange Program Guidance.
- D. There will be no involvement, reviews, or approvals by INDOT Environmental/Road/Bridge, etc. for the project environmental document and project design plans.

I. Topographic Survey

- A. Scope of work to include traditional ground survey and limits are generally described as follows:
 - 1. 116th Street: Beginning on the east side of Towne Road heading east approximately 10,500' to the west side of Spring Mill Road at approximately 90' in width. Area also includes 350' north along Hoover Road, 300' south along Ditch Road, 1,300' north along Clay Center Road, along with additional areas along Clay Creek, Will Creek, and Williams Creek. See Survey Area in Exhibit B.
- B. PROFESSIONAL will prepare a Route Survey for the project in accordance with Section 865 IAC 1-12-21 thru 25 of Indiana Administrative Code including the following:
 - 1. Survey crews shall have unrestricted access to project limits
 - 2. Establish horizontal control (INGCS Hamilton)
 - 3. Establish vertical control (NAVD 1988)
 - a. Set temporary benchmarks on site for use during construction
 - 4. Select topographic survey with 50-foot grid
 - a. Show spot elevations to the nearest 0.01 foot
 - b. Provide the location, size, and elevation of all improvements within the survey limits
 - c. Plot the location of storm drainage structures, sanitary structures, roads, driveways, edges of curbs, parking areas, walks, edge of water, drainage ways, fencing, etc.
 - d. Provide the location and size of individual trees outside of wooded areas larger than 8" DBH within the survey limits
 - e. Plot the location of the drip line of all groups of tree and vegetation where locating individual trees is not feasible
 - 5. Provide location, size, depth, material, and direction of flow for sanitary and storm sewers serving or on the site
 - 6. Locate heritage trees within the project area marked by others
 - 7. Locate aboveground evidence of utilities on site, plus marks made on the ground by local utility companies (One Call). One Call will only locate utilities within the public right-of-way or within recorded easements

8. CAD Drafting and creation of a TIN and contours (1-foot contour interval)
9. Land Surveyor review and deed plot based on limited fieldwork and research obtained from the Hamilton County Recorder's Office.
 - a. Deed lines of adjoining parcels and right-of-way lines of adjoining roads will be plotted on the Topographic Survey
 - b. This Survey Scope includes the preparation of a Route Survey Plat.

II. Environmental Services

Assumptions

- A. For I16th and Hoover RAB
 1. Funding will be 100% Local
- B. For Trail from Towne Road to Spring Mill Road
 1. Project will be funded through Indianapolis MPO Federal Funds Exchange
 2. No Federal Funding
 3. No National Register of Historic Places or State owned historic/archaeology sites
 4. Documentation will be in compliance with Indianapolis Metropolitan Planning
- C. Organization Federal Funds Exchange Program Guidance
 1. The City of Carmel will be the responsible LPA for determining the impact finding for the Federal Fund Exchange project and the LPA will be the responsible official that signs the State EA
 2. There will be no involvement, reviews, or approvals by INDOT for the State EA or its supporting environmental documentation

Scope of Services

- A. The PROFESSIONAL shall conduct a Red Flag Investigation (RFI) of the project corridor. The RFI will include a preliminary analysis of publicly available infrastructure, environmental, hydrological, and cultural resources data within the project corridor. In addition, the IDEM Virtual File Cabinet will be reviewed to assess the potential for sites requiring additional investigation due to potential soil and/or groundwater contamination. A narrative summary and maps depicting findings of the RFI will be produced. The RFI will be prepared in general accordance with the Indianapolis MPO Federal Funds Exchange Program Guidance. If after completion of the Red Flag survey and preliminary site investigation it is determined the project will require a Phase I Initial Site Assessment (ISA), Phase II Site Investigation, or development of a remediation work plan the services required to complete these additional investigations will be considered out of scope and additional or supplemental services will be required.
- B. The PROFESSIONAL shall carry out environmental analyses and develop the appropriate level of State Environmental Policy Act (SEPA) documentation for the project. A State Environmental Assessment is anticipated for this project. The environmental services required to develop this project shall be in accordance with the *Indianapolis MPO Federal Funds Exchange Program Guidance (2021)* and revisions thereto. Copies of this document is on file with Indianapolis MPO and are incorporated by reference and made a part hereof.

- C. To demonstrate the absence of above ground and/or archaeological resources listed on the National Register of Historic Places or owned by the State, the PROFESSIONAL shall complete a review of the Indiana State Historic Architectural and Archaeological Research Database (SHAARD). It is anticipated that the scope of the proposed project will not require coordination with the State Historic Preservation Officer (SHPO) under the Indiana Historic Preservation Act (IC 14-21-1). If it is determined that coordination is required with (SHPO) or it is determined field investigations or evaluations are required, these additional services will be considered out of scope, and additional or supplemental services will be required.
- D. It is not anticipated that Section 6(f) documentation will be required as part of this project. Based on review of the Land and Water Conservation Fund database, Coxhall Gardens is not a Section 6(f) property. If during development of the preferred alternative it is determined a Section 6(f) resource will be impacted and a Section 6(f) evaluation is necessary, additional, or supplemental services will be required to develop and evaluate potential avoidance alternatives, determine whether any alternatives are feasible and prudent, and analyze impacts from identified avoidance alternatives, as required for individual evaluations.
- E. An analysis of Noise Impacts is not anticipated, as the scope of the proposed project is consistent with a Type 3 project, as defined in the most recent version of the INDOT Traffic Noise Analysis Procedures and revisions thereto. If during development of design and coordination with the LPA it is determined an analysis of noise impacts is required, services required for determining existing noise levels, identification of noise receivers, predictions of future noise levels, evaluation of impacts, and an analysis of noise abatement will be considered out of scope and additional or supplemental fees will be required.
- F. The PROFESSIONAL shall conduct an analysis of Environmental Justice and Community Impacts, which is consistent with the *Indianapolis MPO Federal Funds Exchange Program Guidance*. This shall include review of the identified Environmental Justice Areas in the latest Indianapolis MPO's *Metropolitan Transportation Plan*. If an environmental justice area is identified and disproportionate burdens are anticipated, the services required to quantify the project's effects and determine appropriate mitigation, including coordination and consultation meeting with local community representatives, will be considered out of scope and additional or supplemental services will be required.
- G. The proposed project is anticipated to be found consistent with the Indianapolis MPO's *Metropolitan Transportation Plan* and will be listed in the *Indianapolis Regional Transportation Improvement Program*. If the project is found to be regionally significant or require additional air quality analysis, the work required to complete these additional investigations will be considered out of scope and additional or supplemental services will be required to complete the air quality abatement analysis.
- H. The PROFESSIONAL shall prepare a Wetland Delineation Report to determine the presence of wetlands and other aquatic resources that are regulated by the US Army Corps of Engineers (USACE) and/or Indiana Department of Environmental Management (IDEM). The Wetland Delineation Report will include the location of wetlands or waterways and coordination with the design engineers regarding avoidance and minimizations efforts for the proposed project. The Wetland Delineation will be prepared in accordance with the USACE Wetland Delineation Manual (1987), and guidance provided by the USACE since 1991, including the appropriate Regional Supplement to the Corps of Engineers Wetland Delineation Manual.

- I. The PROFESSIONAL shall prepare and submit the appropriate permit applications for the project including Section 401 Individual Water Quality Certificate to the Indiana Department of Environmental Management (IDEM) and Section 404 Regional General permit to the United States Army Corps of Engineers (USACE). Mitigation is anticipated and shall use the Indiana Stream and Wetland Mitigation Program (INSWMP), also known as the In-Lieu Fee. If during coordination it is determined that the INSWMP cannot be used or that an Individual Section 404 Permit is required for impacts to water resources, the work to identify potential sites and to prepare mitigation plans or other related services shall be considered a change in the scope or work, and additional or supplemental services will be required.
- J. To support the use of In-Lieu Fee Mitigation for removal of trees within the regulated floodway of Williams Creek and Clay Creek, the PROFESSIONAL shall complete two (2) Floristic Quality Assessments for portions of the project area within the Indiana DNR regulated floodways of Williams Creek and Clay Creek. The FQA will be completed in accordance with the Indiana Department of Natural Resources guidance. Should it be determined that In-Lieu Fee Mitigation for DNR Floodway impacts cannot or will not be used and restoration plans are needed, this shall be considered a change in scope of work and supplemental services will be required.
- K. Based on coordination with the OWNER and desire to preserve trees where possible, the PROFESSIONAL shall complete a tree survey to identify trees over 10" diameter at breast height (dbh) within the project area. The location, species, and dbh of each tree shall be taken and a summary table produced for further discussion. If it is determined that restoration or landscape plantings are required to offset trees cleared within the project area, this shall be considered a change in scope of work and supplemental services will be required.

III. Roadway/Trail Design

- A. PROFESSIONAL shall prepare preliminary and final plans, special provisions for the specifications, and opinion of probable construction cost for the roundabout and trail. The plans shall be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted except as modified by supplemental specifications and special provisions, if any: the City of Carmel Standard Drawings; the American Association of State Highway and Transportation Officials "A Policy on Geometric Design of Highways and Streets, Part V"; and the Indiana Department of Transportation's Standard Specifications. The opinion of probable construction cost shall be prepared according to the current practices of the City and shall include all types of work required for the complete construction of the work, including all temporary work necessary in connection therewith, but shall not include the cost of such items of work for which the City, through its own forces or through other party or parties, will perform the actual construction or engineering. The unit prices to be used shall be in accordance with the methods used by the City.
- B. PROFESSIONAL shall provide roadway/trail design services for the following locations:
 1. Single Lane Roundabout design at the intersection of 116th Street and Hoover Road
 - a. Roundabout design will include the required approach roadway design per the final roundabout layout.
 - b. Roundabout Maintenance of Traffic is assumed to be a full closure with detour (no phased roundabout construction)
 2. Trail design on the north side of 116th Street from Towne Road to Spring Mill Road approximately 10,500' in length & trail design on the west side of Clay Center Road north of 116th Street approximately 1,200' in length.

- a. Trail is anticipated to be 10' wide HMA.
- b. PROFESSIONAL will work with Owner to determine trail separation from existing roadway (buffer width/curb and gutter/gravel with guardrail/paved, etc.)
- C. PROFESSIONAL shall conduct 30-minute virtual progress meetings with the Owner on a bi-weekly basis throughout project development (up to 50 meetings)
- D. PROFESSIONAL shall schedule and host an on-site preliminary field check meeting and prepare and distribute field check meeting minutes at the appropriate time (40% complete plans) during the design phase.
- E. The PROFESSIONAL shall design storm sewers for the roundabout at 116th Street and Hoover Road to collect and convey storm water maintaining the existing drainage patterns for the watersheds within the project.
- F. The PROFESSIONAL shall design the required drainage for the addition of the proposed trail along 116th Street and Clay Center Road
- G. The contract plans shall include a Title Sheet, Index Sheet, Typical Section Sheets, Miscellaneous Details Sheets, Plat No. 1 Sheet, Maintenance-of-Traffic Sheets, Plan and Profile Sheets, Construction Details Sheets, Spot Elevation Sheets, Pavement Marking and Signing Plans, Lighting Sheets, Landscaping Sheets, Erosion Control Sheets, Structure Data Table, Underdrain Table, Approach Table, and Cross-Sections.
- II. The contract documents shall contain sufficient information to enable the contractor to perform the required work.
- I. Upon completion and final approval of the deliverables by the Owner, the PROFESSIONAL shall deliver to the Owner the following submittals/deliverables required for the design activities (all plans black and white unless otherwise noted).
 1. Preliminary Plans: Two (2) full-size (22"x34") plan sets, two (2) half-size (11"x17") plan sets, and one (1) preliminary opinion of probable construction cost provided to the Owner.
 2. Five (5) full-size (22"x34") plansets or digital plans provided to utility companies
 3. Final Plans – four (4) full-size (22"x34") plan sets, one (1) quantity and design calculation binder, one (1) specification document, and one (1) final opinion of probable construction cost

IV. Pedestrian Bridge Design Services

- A. The PROFESSIONAL shall prepare contract bid documents for a bridge plan set in accordance with INDOT design practices and policy for a new pedestrian bridge over Williams Creek adjacent to 116th Street in Carmel. The pedestrian bridge is assumed to be a single span, prefabricated steel truss (Designed and provided by Contractor/Supplier) on concrete abutments supported by piling. Also included are calculations, special provisions, geotechnical coordination, and opinion of probable construction cost in accordance with the Indiana Design Manual for Stage I, 3, and Final Tracings submissions.

V. Culvert Extension Design Services

- A. The PROFESSIONAL shall prepare contract bid documents for a culvert plan set in accordance with INDOT design practices and policy for a structure extension of the Clay Center Road crossing of Will Creek to accommodate the new pedestrian trail. The structure is assumed to be a

prefabricated three-sided structure to perpetuate the existing structure. It is assumed that the roadside safety design criteria will be met by the use of concrete moment slab and barrier or guardrail approximately 30 linear feet long. Contract plans for the culvert, moment slab and standard concrete barrier rail, special provisions for the specifications, geotechnical coordination, estimated quantities, and opinion of probable construction cost shall be provided in accordance with the INDOT design manual.

VI. Retaining Wall Design Services

- A. It is assumed that retaining walls will be required at various locations adjacent to the proposed trail. The PROFESSIONAL shall prepare final retaining wall details as required for the retaining wall locations based on the general scope assumed, opinion of probable construction cost, and all applicable design calculations and documentation in accordance with *INDOT Design Manual* Chapter 14. The provided compensation is for an estimated 300 linear feet of retaining wall on the north side of 116th Street west of Ditch Road, and an estimated 700 linear feet of retaining wall on the north side of 116th Street near Williams Creek. The retaining walls are anticipated to be MSE Walls or Modular Block Walls and are anticipated to utilize pedestrian handrails not concrete moment slabs with concrete barrier. The design will conform to INDOT design criteria listed in the INDOT Design Manual. Contract plans for retaining wall, special provisions for the specifications, geotechnical coordination, estimated quantities, and opinion of probable construction cost shall be provided in accordance with the INDOT Design Manual. It is assumed that steel handrails will be utilized between the pedestrian trail and the retaining walls.

VII. Hydraulic Analyses and Floodway Permitting

- A. The PROFESSIONAL will provide the following design services for Williams Creek at the 116th Street crossing. All permitting for Williams Creek, except as described below, is assumed to be covered by other aspects of the proposal or otherwise considered out of scope. According to the Hamilton County Surveyor, Williams Creek is a County Regulated Drain only south of the 116th Street crossing, and therefore, a County Regulated Drain Permit will be considered out of scope.
1. Hydraulic analysis to determine the required waterway opening, minimum low chord elevation of the proposed pedestrian bridge, and scour parameters for foundation design. This analysis is not required to be reviewed or approved by the INDOT Office of Hydraulics but will be used for permitting mentioned herein.
 2. Indiana Department of Natural Resources (IDNR) Construction-in-a-Floodway (CIF) permit
 3. An application for a FEMA Conditional Letter of Map Revision (CLOMR). The PROFESSIONAL will adhere to FEMA's requirements for such applications including the required hydrologic and hydraulic modeling, Revised Flood Insurance Rate Map, and MT-2 application forms No. 1, 2, & 3. The PROFESSIONAL has included the \$6,500.00 application fee to FEMA in this fee. The PROFESSIONAL excludes the application of the As-Built post construction conditions to FEMA for the coordination of the official Letter of Map Revision (LOMR). Should this be requested by the COUNTY, a supplemental fee shall be provided.
 4. An application of a Floodplain Development Permit to the Hamilton County Floodplain Administrator in accordance with Article 28 of the Hamilton County Code of Ordinances.

- B. The PROFESSIONAL will provide the following design services for Clay Creek near 116th Street, west of Ditch Road. All permitting for Clay Creek, except as described below, is assumed to be covered by other aspects of the proposal or otherwise considered out of scope.
1. Indiana Department of Natural Resources (IDNR) Construction-in-a-Floodway (CIF) permit using the IDNR "Change in Effective Cross Sectional Flow Area Non-Modeling Worksheet." A hydraulic analysis of the Clay Creek or the 116th Street crossing over Clay Creek will be considered out of scope.
 2. An application for a FEMA Conditional Letter of Map Revision (CLOMR) as described above. The PROFESSIONAL has included the \$6,500.00 application fee to FEMA in this fee.
 3. An application of a Floodplain Development Permit to the Hamilton County Floodplain Administrator in accordance with Article 28 of the Hamilton County Code of Ordinances.
- C. The PROFESSIONAL shall conduct a hydraulic analysis of Will Creek at the Clay Center Road crossing to verify the hydraulic performance of the structure extension and to determine scour parameters for foundation design. This analysis is not required to be reviewed or approved by the INDOT Office of Hydraulics. It is not anticipated that an IDNR CIF permit will be required for Will Creek at the Clay Center Road crossing due to the drainage area being less than 1 square mile. All permitting for Will Creek is assumed to be covered by other aspects of the proposal or otherwise considered out of scope.

VIII. FAA Permitting

- A. According to the Federal Aviation Administration (FAA) online Notice Criteria Tool, this project is in proximity to the Westfield Airport 172 and the Indianapolis Executive Airport, and thus an FAA permit is required. It is assumed that the PROFESSIONAL will file for one (1) permit with the FAA for this project using estimated construction procedures. Revisions to the permit to account for actual construction methods are assumed to be by others. Should several permit applications be required, a supplemental fee shall be provided.

IX. Construction Stormwater General Permit

- A. PROFESSIONAL shall prepare and submit a Construction Stormwater General Permit and Storm Water Pollution Prevention Plan (SWPPP) to procure appropriate Notice of Intent for Construction.

X. Roundabout Lighting Design

- A. The PROFESSIONAL shall provide engineering and prepare roundabout lighting plans, photometric analysis, preliminary opinion of probable construction cost, and specifications for providing roundabout lighting for the proposed roundabout at the intersection of 116th Street and Hoover Road in Carmel, Indiana.
- B. Lighting submittals will include Preliminary Plans and Final Plans.
- C. The design will be based on City of Carmel Standard using 30' light poles with 8' mast arm length and approved luminaires.
- D. Coordination Meetings (up to two (2)) with Owner.
- E. The PROFESSIONAL will review all roadway lighting shop drawings.

XI. Landscaping Design

- A. **PROFESSIONAL** will perform landscape architectural design services and plan development services for the center island and splitter islands of the proposed roundabout located at 116th Street & Hoover Road. It is assumed that the center islands will include landscape, hardscape, and/or feature elements. Landscape plans are also anticipated to include preservation (or replacement) of landscape elements within the project area along the 116th Street and Hoover Road corridors, special tree preservation methods necessary to preserve significant existing trees, and buffer/screening landscaping at select locations. As part of this task, our team will perform the following services:
1. The landscape architect will attend up to two (2) planned meetings to discuss the following:
 - a. Meeting 1: Kickoff meeting to discuss design intent and identify any initial concerns or opportunities with the site and share preliminary design ideas.
 - b. Meeting 2: Design presentation to discuss concept designs and identify direction for a selected concept design.
 2. Conceptual Design Drawings
 - a. The landscape architectural team will develop up to three (3) scenarios for improvements within the roundabout.
 - b. The landscape architect will develop up to two (2) scenarios for additional street landscaping with the design intent of creating and preserving a consistent landscape character on the 116th Street corridor.
 - c. The landscape architect will develop up to two (2) scenarios for additional buffer landscaping (on City right-of-way).
 - d. The landscape architect will develop a plan to preserve existing mature trees and significant vegetation adjacent to (whose roots enter the construction area) or within the construction area as requested by the City of Carmel.
 - e. Presentations will be produced on 11x17 format with renderings depicting planting, hardscape, materials, and features proposed for the sites.
 3. Construction Documents
 - a. Project Meeting
 - i. Project landscape architect will attend up to one (1) final design team meeting to produce the final concept to be approved by the Owner. Any final decisions or modifications should be identified at this time to produce a final set of construction documents.
 - b. Landscape and Improvements Plan
 - i. The final landscape plan will include all improvements as well as any designed hardscape components as identified in concept drawings.
 - ii. All planting components will meet city standards.

- iii. Other center island features will be called out as Basis of Design if they are a standard specifiable element. Any Custom Art selection will be coordinated with the City of Carmel.
 - iv. Landscape lighting design to be called out as Basis for Design.
 - c. Irrigation Drawings
 - i. Irrigation drawings will be provided for roundabout islands if needed for site location and designed improvements.
 - ii. Final drawings and details will be provided by the Owner, locating adjacent utilities to connect all system components.
 - d. Landscape Details Sheets
 - i. Sheets will be provided to identify materials and proper installation techniques.
 - ii. Sheets shall include applicable standard City drawings.
 - e. Project Specifications
 - i. Landscape Architect will prepare specifications for all pertaining components, as necessary.
 - ii. Irrigation specifications will be provided as requested.
 - 4. Construction Administration
 - a. Landscape architect will anticipate attending any pre-bid or pre-construction meetings, as necessary.
 - b. All RFI's and contractor inquiries will be addressed as requested and submittals will be reviewed and approved, as necessary.
 - c. Final site walkthrough and punch list will be created at the Owner's direction. This may be performed at substantial completion or as a one-year warranty review but will include photographed documentation of any concerns or final needs to be corrected by the contractor.
 - d. PROFESSIONAL will be available during construction to review and reply to RFI's, and/or product submittals.

XII. Utility Coordination

- A. The PROFESSIONAL shall identify and notify all affected utilities and coordinate plans for utility relocation. The PROFESSIONAL shall assist the Owner with the preparation of all required utility relocation agreements. The PROFESSIONAL shall maintain a record of all utility contracts to be submitted to the Owner.

XIII. Geotechnical Engineering

- A. The PROFESSIONAL shall make or cause to be made a complete geotechnical investigation. The general scope of geotechnical services can be seen in Exhibit D. In the event more extensive boring, sampling, testing analyses and engineering services are needed, such services will be added via a supplemental contract.

XIV. Bidding Services

- A. PROFESSIONAL shall assist the Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process contractor deposits or charges for the Bidding Documents.
- B. PROFESSIONAL shall issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
- C. PROFESSIONAL shall provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
- D. PROFESSIONAL shall consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.
- E. PROFESSIONAL shall attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

XV. Construction Phase Services

- A. The PROFESSIONAL shall review all shop drawings for this Contract during construction. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto, or accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, coordination of the work with other trades, all of which are the sole responsibility of the Contractor. The PROFESSIONAL's review will be conducted with reasonable promptness while allowing sufficient time in the PROFESSIONAL's judgment to permit adequate review. Review of a specific item shall not indicate that the PROFESSIONAL has reviewed the entire assembly of which the item is a component. The PROFESSIONAL shall not be responsible for any deviations from the Construction Documents not brought to the attention of the PROFESSIONAL in writing by the Contractor. The PROFESSIONAL shall not be required to review partial submissions or those for which submissions of correlated items have not been received.
- B. Following the award of a construction contract, the PROFESSIONAL will be responsible for attending the preconstruction meeting.
- C. During the course of construction, the PROFESSIONAL shall be available at reasonable times during normal working hours to respond to reasonable inquiries concerning the accuracy or intent of the PROFESSIONAL's plans. All such inquiries will be made only by persons designated by the Owner to interpret the plans and contract documents for the benefit of the contractors and subcontractors performing the work. The PROFESSIONAL shall not be required to respond to inquiries by persons other than the Owner's designated representative and shall not be required to engage in exhaustive or extensive analysis or interpretation of the plans.
- D. As needed and directed by the Owner, the PROFESSIONAL shall perform construction-phase utility coordination services.

XVI. Right-of-Way Engineering

- A. PROFESSIONAL shall provide right-of-way engineering services, to City of Carmel, for the additional right of way needed for the project improvements for the affected parcels according to Exhibit C.

XVII. Construction Inspection

A. Engineering Personnel

1. For the fulfillment of all services outlined in Section "B" below, the PROFESSIONAL will provide one full-time Resident Project Representative, inspectors, and clerical and secretarial personnel as required for a period of time necessary to complete the construction project and final construction report.
2. The qualifications and experiences of personnel provided by the PROFESSIONAL are subject to approval by the Owner, and no personnel will be assigned to the project until the Owner's approval is obtained.
3. The full-time Resident Project Representative will report to the Owner on all matters concerning contract compliance and administration.
4. The full-time Resident Project Representative will coordinate project activities with Owner's project manager.

B. Description Of Services

1. **Construction Schedule:** Review and monitor the construction schedules prepared by the Contractor for contract compliance and provide detailed documentation and recommendations to the Owner concerning the schedule's acceptability.
2. **Conferences:** Schedule, conduct, notify participants, and provide minutes of preconstruction meetings, partnering meetings, progress meetings, and such other job conferences as required for the timely and acceptable conduct of the job. Attend Public Information Meetings conducted by the Owner.

The PROFESSIONAL shall be available for conferences as requested by the Owner to review working details of the project. The Owner may review and inspect the activities whenever desired during the life of the agreement.

3. **Liaison:** Serve as the Owner's liaison with the Contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. The full-time Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to monitor the Contractor for compliance with the provisions therein. Any deviation observed shall be addressed to the Contractor by the Resident Project Representative. Recommendations to obtain compliance also shall be reported to the Owner.
4. **Cooperate:** Cooperate with the Owner in dealing with various federal, state, and local agencies having jurisdiction over the project.
5. **Obtain from the Contractor**
 - a. A list of his proposed suppliers and subcontractors
 - b. Additional details or information when needed at the job site for proper execution of the work
6. **Certification of Materials:** Check for completeness of certifications of materials delivered to the site.
7. **Shop Drawings**
 - a. Receive shop drawings and falsework drawings. Check falsework drawings for completeness and obtain structural engineer's approval of the proposed design. Forward shop drawings to the design consultant for review and approval.

- b. Review the approved shop falsework drawings, specifications and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents.
- c. Alert the Contractor's field superintendent when it is observed that materials or equipment is being or is about to be used or installed before approval of shop drawings or samples, where such are required, and advise the Owner when it is necessary to disapprove work as failing to conform to the Contract Documents.

8. Review of Work, Inspection, and Tests

- a. Conduct on-site inspections for the Owner, of the work in progress, as a basis for determining that the project is proceeding in accordance with the Contract Documents
- b. Accompany visiting inspectors representing local, state, or federal agencies having jurisdiction over the project and report details of such inspections to the Owner
- c. Verify that the required quality control sampling and testing has been accomplished and materials certification has been provided by the Contractor. Perform soil and aggregate compaction testing as required. Perform concrete testing as required.
- d. Review the Contractor's test/certification results and the Owner's independent assurance tests for accuracy and retain in the project file
- e. Questionable testing methods or results from the Contractor may initiate an increase in the volume of assurance tests.

9. Modification: Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the Owner.

10. Records

- a. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders, and additional drawings subsequent to the award of the Contract, progress reports, and other project related documents
- b. Keep a diary or logbook, recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request, furnish copies of such a diary or logbook to the Owner.
- c. Maintain for the Owner, a record of names, addresses, and telephone numbers of all subcontractors and major material suppliers
- d. Maintain a set of drawings on which authorized changes are noted and deliver to the Owner upon request, but in any event, at the completion of the project
- e. Prepare the Final Construction Record and Final Estimate as required by the Owner

11. Reports: Furnish to the Owner at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule

12. **Progress Estimates:** Prepare progress estimates for periodic partial payments to the Contractor and deliver to the Owner for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete in place in accordance with the contract.
13. **Project Responsibility:** The Resident Project Representative will be responsible for the documentation of pay quantities and estimates and the maintenance of appropriate records related to the construction of this project.
14. **Work Schedule and Suspension:** The PROFESSIONAL's crew will be required to regulate their workweek to conform to the Contractor's hours in accordance with the directions of the Owner. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the PROFESSIONAL may also be suspended without cost to the project.
15. **Contract Administration:** The PROFESSIONAL will administer the contract in accordance with Owner's procedures.
16. If directed by the Owner, the PROFESSIONAL shall prepare, as needed, design, survey, right-of-way, and other services consistent with the previous services that have been performed by the PROFESSIONAL on this project. These services will be performed and paid for based on an amendment to this agreement to be negotiated between the Owner and the PROFESSIONAL.
17. If the Owner requests services beyond the scope of this agreement and capabilities of the PROFESSIONAL, PROFESSIONAL will prepare an amendment to provide these services through a subconsultant approved by the Owner.

XVIII. Items Excluded




- A. Stormwater Detention design
- B. Pavement design
- C. Utility Relocation design
- D. Traffic capacity analysis, simulation analysis, simulation videos
- E. Traffic Data Collection / Traffic Forecasting / Traffic Modeling
- F. Traffic Management Plan
- G. ITS Design Services
- H. Wetland and Stream Mitigation Design
- I. Tree restoration/mitigation plantings
- J. Subsurface Utility Engineering (SUE)
- K. Landscape Monument/Sculpture or specialty structure design
- L. Large art foundation design / electrical design
- M. Fencing/masonry features design relating to private property items
- N. Landscape Architecture three-dimensional modelling
- O. Decorative hardscape design on paths / sidewalks
- P. Public Meetings

- Q. Requests for Approved Jurisdictional Determinations
- R. Investigation and evaluation of potential mitigation or restoration planting site(s)
- S. Involvement, reviews, or approvals by INDOT Environmental/Road/Bridge, etc. for the project environmental document and project design plans
- T. Pedestrian Bridge Prefabricated Truss Structural Design and Load Rating
- U. Pedestrian Bridge Handrail Design
- V. Structural Design and Load Rating of Culvert
- W. Cast-In-Place Closure Pours
- X. Temporary or Permanent Retaining Walls for the Culvert Extension Location of the Clay Center Road Crossing of Will Creek
- Y. Aesthetic Details for Retaining Walls/Handrails/Concrete Barrier/Pedestrian Bridge
- Z. Asbestos Testing on existing structure of Clay Center Road Crossing of Will Creek
- AA. Investigation into alternative wall types (beyond MSE or Modular Block Wall)
- BB. Temporary shoring or temporary retaining wall design
- CC. Extensive Stormwater BMP design (sizing mechanical BMP structure in accordance with INDOT Sample USP "Stormwater Treatment System" is included in Roadway Drainage Improvements, any storm water quality design beyond INDOT Sample USP "Stormwater Treatment System" will be treated as Extensive storm water quality design).
- DD. Land Acquisition Services

116th & Hoover Roundabout and 116th Trail from Towne to Spring Mill

EXHIBIT B

Legend

-  Potential MSE Wall
-  Proposed Path -
-  Survey Area



116th & Hoover Roundabout and 116th Trail from Towne to Spring Mill

EXHIBIT B

Legend

- Potential MSE Wall
- Proposed Path -
- Survey Area

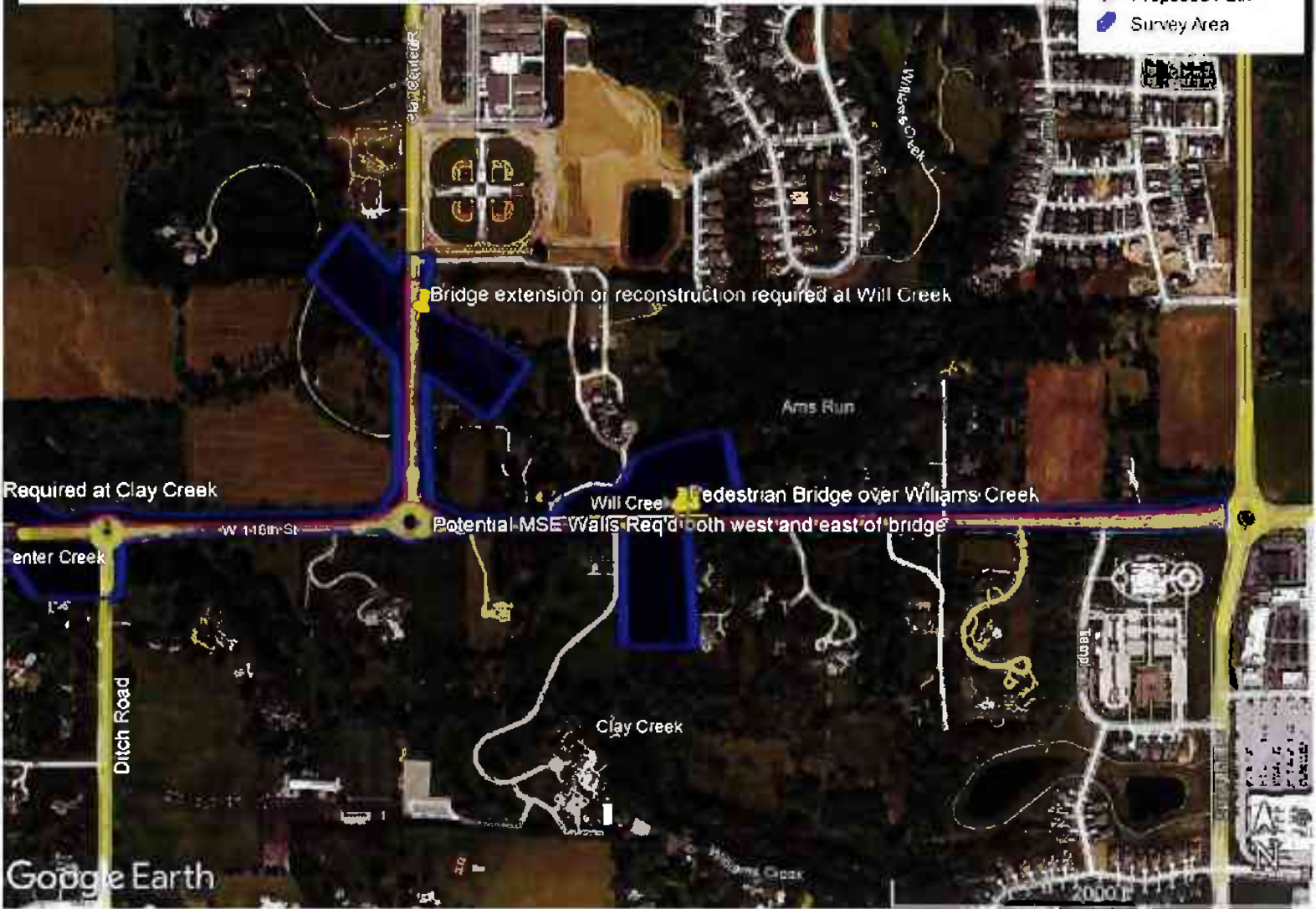


Exhibit C





December 22, 2022

Mr. Tanner McKinney, P.E.
American Structurepoint
Via electronic mail: tmckinney@structurepoint.com

Re: Proposal for Professional Services
Geotechnical Evaluation
116th St and Hoover Rd Intersection Impr & 116th St Trail
Carmel, Indiana
Terracon Proposal No. PCJ225551

Dear Tanner:

Thank you for including us on your team. We understand that representatives of the City of Carmel, with the assistance of state funds, are planning to construct a new roundabout at the intersection of 116th Street and Hoover Road. In addition, a new trail is planned on the north side of 116th Street from Towne Road to Spring Mill Road for a distance of about 2 mi and along the west side of Clay Center Road from 116th St and extending north for a distance of about ¼ mi. Based on information provided with the request, the following project elements are anticipated:

- Two retaining walls totaling about 1,100 ft in length, and we anticipate the height of the walls to be less than 15 ft. The walls are necessary for the trail construction;
- A new single span pedestrian bridge over Williams Creek;
- 2¼ mi of new trail construction established near the existing grade except at the wall locations;
- A new roundabout constructed near the existing grade at 116th St & Hoover Rd. We anticipate enclosed storm sewers established within 10 ft of the existing surface; and
- A lengthened or replaced bridge on Clay Center Road.

As such, we propose the following:

- Performing up to 12 borings near the planned retaining wall locations;
- Performing two borings at each new bridge for deep and shallow foundation considerations;
- Performing up to 16 borings for the new trail and intersection, including for the sewers;
- Completing a number of hand auger borings in wooded areas and areas of congested utilities. The hand auger borings will help identify topsoil thicknesses and soft soil risks that may impact earthwork;
- Completing laboratory testing to characterize the subsurface conditions; and
- Preparing a geotechnical report to provide recommendations for pavement subgrade treatment, foundation soil preparation, retaining wall and bridge foundations, and sewer recommendations.

Borings will be backfilled with auger cuttings, bentonite chips, and a pavement patch where appropriate. Where access to private property will be required, your firm or the city will lead the coordination and communication efforts with the impacted property owners and any property restoration costs and efforts will be addressed by the city. We will provide right-of-entry letters and provide small tree and brush clearing, but we have not included any costs for property restoration. In the event the borings cannot be completed off of the roadway, we have included traffic control to complete the work from the existing roadway. We will obtain a city ROW permit and a permit for completing the borings per the city's water well requirements, but we have not included any costs or schedule impacts for roadway cut and patch permits.

Exhibit D

Mr. Tanner McKinney, P.E.
American Structurepoint, Inc.
116th St and Hoover Rd Intersection Impr & 116th St Trail

December 22, 2022
Page 2

For the scope discussed above, we propose to provide our services on a unit rate basis in accordance with the attached Fee Justification. Our fee is estimated to be \$97,293. For your planning purposes, please allocate five months for the duration of the geotechnical evaluation in anticipating of private property owner coordination.

Should you or the city have any questions or if you require additional information, feel free to contact us. We understand that your firm will prepare a task order referencing our MSA.

Sincerely,
TERRACON CONSULTANTS, INC.



Michael S. Wigger, P.E.
Principal

Enclosure: as stated

Exhibit D

FEE JUSTIFICATION
Geotechnical Evaluation
116th St and Hoover Rd Intersection Impr & 116th St Trail
Carmel, Indiana

EXPLORATORY FIELD ACTIVITIES

Mobilization and demobilization	1 LS	\$750.00 / LS	750.00
Test boring with SPT sampling, 0-50 ft	740 ft	\$25.00 / ft	18,500.00
Test boring with SPT sampling, up to 100 ft	160 ft	\$35.00 / ft	5,600.00
Shelby tube sampling	ea	\$125.00 / ea	
ATV-mounted equipment	10 day	\$600.00 / day	6,000.00
Truck-mounted equipment	day	\$300.00 / day	
Rock coring	ft	\$60.00 / ft	
Rock core set-ups	ea	\$150.00 / ea	
Hand auger borings	8 hr	\$120.00 / hr	960.00
Pavement cores	ea	\$175.00 / ea	
Road closure	day	\$200.00 / day	
Traffic control (flagmen)	9 day	\$2,500.00 / day	22,500.00
Boring layout, permits and utility coordination	40 hr	\$125.00 / hr	5,000.00
Brush and small tree clearing	6 hr	\$300.00 / hr	1,800.00
Private property letters, includes cost of certified mail	8 hr	\$125.00 / hr	1,000.00
Support truck	10 day	\$125.00 / day	1,250.00
Per diem	day	\$90.00 / day	
Overnight living expense	night	\$230.00 / night	
		Subtotal	<u>63,360.00</u>

LABORATORY

Visual soil/rock classification, moisture content and hand penetrometer readings	20 hr	\$80.00 / hr	1,600.00
Atterberg limits	12 ea	\$100.00 / ea	1,200.00
Grain size analysis	6 ea	\$160.00 / ea	960.00
Unconfined compression	25 ea	\$85.00 / ea	2,125.00
Standard Proctor	ea	\$160.00 / ea	
California bearing ratio (CBR)	ea	\$400.00 / ea	
Unit Weight	ea	\$40.00 / ea	
Loss on Ignition	5 ea	\$50.00 / ea	250.00
Specific Gravity	ea	\$70.00 / ea	
Topsoil Testing	ea	\$440.00 / ea	
Pavement core logging, summary	ea	\$80.00 / ea	
		Subtotal	<u>\$6,135.00</u>

ENGINEERING STAFF

Engineering and Project Mgmt	1 LS	\$27,798.00 / LS	27,798.00
		Subtotal	<u>\$27,798.00</u>
		Estimated Total	<u>\$ 97,293.00</u>

AMERICAN STRUCTUREPOINT, INC.
TRANSPORTATION GROUP
2023 STANDARD HOURLY RATES SCHEDULE

Standard Hourly Rates are subject to annual review and adjustment. Hourly rates for services in effect from Jan 1, 2023, to Dec 31, 2023 are:

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$395
Project Manager	\$305
Senior Engineer	\$230
Project Engineer	\$190
*Staff Engineer	\$135
Senior Planner	\$190
Project Planner	\$175
*Staff Planner	\$95
Senior Environmental Specialist	\$280
Environmental Specialist	\$170
*Staff Scientist	\$110
Senior Designer	\$260
*Designer	\$205
*Senior Technician	\$180
*Technician	\$125
*Researcher	\$150
Senior Registered Land Surveyor	\$250
Registered Land Surveyor	\$200
Staff Land Surveyor	\$140
*Senior Survey Crew Chief	\$210
*Survey Crew Chief	\$155
*Survey Crew Member (1)	\$105
*Resident Project Representative	\$190
*Construction Inspector	\$135
*Interns and Co-ops	\$80
Landscape Architect	\$160

*Rates for these classifications are subject to overtime premium of an additional 0.18 x hourly rate.

REIMBURSABLE EXPENSES

Reimbursable expenses include direct expenses incurred by American Structurepoint, Inc., or our consultants in the performance of work which is directly related to the project. These expenses are in addition to compensation for Basic and Supplemental services. Reimbursable expenses will be invoiced at 1.1 times our direct costs. These expenses include, but are not limited to, the following:

- Renderings, models, or colored elevations
- Governmental agency review or permit fees
- Reproduction of documents for governmental agency review, bidding, or construction
- Reimbursable expenses charged to us by subconsultants
- Airline tickets, car rental, mileage, and per diem expenses for out-of-town travel
- Couriers and overnight deliveries, including FedEx, UPS, or similar carriers

The following expenses, if incurred in the process of providing professional services included in basic services, are included in the fee noted and are not considered reimbursable expenses:

- Printing for in-house purposes and progress meetings
- Plotting expenses
- Computer charges
- Postage and handling

Design Fees

116th & Hoover Roundabout and 116th Trail Towne to Spring Mill

ESTIMATED CONSTRUCTION COSTS (FY 2025)		\$7,200,000	
<u>Bridge</u>		\$358,100	Lump Sum
	Pedestrian Bridge	\$76,500	
	Culvert Extension	\$63,200	
	Retaining Wall Design	\$62,600	
	Hydraulics and Permitting	\$134,500	
	FAA Permitting	\$2,500	
	Construction Phase Services	\$18,800	
<u>Road</u>		\$414,440	Lump Sum
	Roundabout and Trail Design	\$294,770	
	Bidding Services	\$11,595	
	Utility Coordination	\$33,755	
	Construction Stormwater General Permit	\$10,710	
	Project Management	\$49,150	
	Construction Phase Services	\$14,460	
<u>Environmental</u>		\$60,180	Lump Sum
<u>Survey</u>		\$181,400	Lump Sum
<u>Lighting</u>		\$27,810	Lump Sum
<u>Landscape Architecture</u>		\$34,400	Lump Sum
<u>Geotech</u>		\$97,293	Unit Basis
<u>RW Engineering</u>		\$117,375	Unit Basis
<u>Construction Inspection</u>		\$TBD	Unit Basis
TOTAL FEE =		\$1,290,998	

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120165 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

108573

THIS NUMBER MUST APPEAR ON INVOICES, A P
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO	VENDOR NO	DESCRIPTION
3/1/2023			00350562	ASA 2 - 22-ENG-03 - 116th & Hoover Rd RAB 116th St Path from Towne to Spring Mill; Ped Brid- Design

AMERICAN STRUCTURE POINT, INC
VENDOR 9025 RIVER RD
SUITE 200
INDIANAPOLIS, IN 46240 -

City Engineering's Office
SHIP TO 1 Civic Square
Carmel, IN 46032-
Laurie Slick

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
74580				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 0 2022 Bond

Account: 44-828.71

1 Each

ASA 2 - 22-ENG-03 - 116th & Hoover Rd RAB 116th St Path
from Towne to Spring Mill; Ped Brid- Design

1,290,998.00 \$1,290,998.00

Sub Total \$1,290,998.00



Send Invoice To:
Jill Newport
CrossRoad Engineers, PC
115 N. 17th Avenue
Beech Grove, IN 46107

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
------------	---------	---------	-----------------	--------

SHIPPING INSTRUCTIONS

- *SHIP PREPAID
- *C O D SHIPMENT CANNOT BE ACCEPTED
- *PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL
- *THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1946 AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO

PAYMENT

\$1,290,998.00

* AP VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P O NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFIDAVIT ATTACHED I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER

ORDERED BY

Jeremy Kashman

Jeremy Kashman
Director

James Crider

James Crider
Director of Administration

TITLE

CONTROLLER

CONTROL NO. **108573**

American Structurepoint, Inc.
Engineering Department - 2023
Appropriation # 2200 0 44-628.71 2020 Road Bond Fund; P.O. #108572
Contract Not To Exceed \$1,151,961.05



ADDITIONAL SERVICES AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") entered into by and between the City of Carmel and American Structurepoint, Inc. (the "Professional"), as City Contract dated May 6, 2022 shall amend the terms of the Agreement by adding the additional services to be provided by Professional consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as follows:

CITY OF CARMEL, INDIANA
by and through its Board of Public
Works and Safety

American Structurepoint, Inc.

By:

By:

James Brainard, Presiding Officer

DocuSigned by:
Cash E. Canfield

F19A200CE23A12D
Authorized Signature

Date: _____

Cash E. Canfield

Printed Name

Mary Ann Burke, Member

Chief operating officer

Title

Date: _____

FID/TIN: 35-1127317

Lori S. Watson, Member

Date: _____

Date: 3/6/2023

ATTEST:

Sue Wolfgang, Clerk

Date: _____



AMERICAN
STRUCTUREPOINT
INC.

Exhibit A

9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
TEL 317.547.5580
FAX 317.543.0270

February 27, 2023

Mr. Jeremy Kashman, PE
City of Carmel Engineer
One Civic Square
Carmel, Indiana 46032

Re: College Avenue Road Improvements from 96th to 106th Street
Construction Engineering
Carmel Project No. 20-ENG-04-N & 20-ENG-04-S

Dear Mr. Kashman:

On behalf of American Structurepoint, I am pleased to submit this proposal for construction inspection services for the College Avenue Road Improvements from 96th Street to 106th Street.

The professional services shall include all construction inspection and observation services necessary to complete this project as described in Exhibit A, attached. The services performed under this Additional Services Agreement shall be completed for a fee not to exceed **\$1,151,961.05** as outlined in the attached manhour justification, and will only be billed as hours are used. Unused hours will not be invoiced. Any laboratory services required for material testing purposes will be invoiced as a reimbursable expense with no mark-up.

We look forward to working with the City of Carmel on this project. If you should have any questions, do not hesitate to contact Todd Rutledge at (317) 547-5580.

Very truly yours,
American Structurepoint, Inc.

Cash E Canfield, PE
Chief Operating Officer

CEC:tar/aml

Attachments

EXHIBIT "A"

SERVICES BY PROFESSIONAL

A. ENGINEERING PERSONNEL

For the fulfillment of all services outlined in Section B below, the Professional will provide one full-time Resident Project Representative, inspectors, and clerical and secretarial personnel as required for a period of time necessary to complete the construction project and final construction report.

The qualifications and experiences of personnel provided by the Professional are subject to approval by the City, and no personnel will be assigned to the project until the City's approval is obtained.

The full-time Resident Project Representative will report to the City on all matters concerning contract compliance and administration.

The full-time Resident Project Representative will coordinate project activities with City's project manager.

B. DESCRIPTION OF SERVICES

1. Construction Schedule: Review and monitor the construction schedules prepared by the Contractor for contract compliance and provide detailed documentation and recommendations to the City concerning the schedule's acceptability.

2. Conferences: Schedule, conduct, notify participants, and provide minutes of preconstruction meetings, partnering meetings, progress meetings, and such other job conferences as required for the timely and acceptable conduct of the job. Attend Public Information Meetings conducted by the City.

The Professional shall be available for conferences as requested by the City to review working details of the project. The City may review and inspect the activities whenever desired during the life of the agreement.

3. Liaison: Serve as the City's liaison with the Contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. The full-time Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to monitor the Contractor for compliance with the provisions therein. Any deviation observed shall be addressed to the Contractor by the Resident Project Representative. Recommendations to obtain compliance also shall be reported to the City.

4. Cooperate: Cooperate with the City in dealing with various federal, state, and local agencies having jurisdiction over the project.

5. Obtain from the Contractor

a. A list of his proposed suppliers and subcontractors.

b. Additional details or information when needed at the job site for proper execution of the work.

6. Certification of Materials: Check for completeness of certifications of materials delivered to the site.

7. Shop Drawings

- a. Receive shop drawings and falsework drawings. Check falsework drawings for completeness and obtain structural engineer's approval of the proposed design. Forward shop drawings to the design consultant for review and approval.
 - b. Review the approved shop falsework drawings, specifications and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents.
 - c. Alert the Contractor's field superintendent when it is observed that materials or equipment is being or is about to be used or installed before approval of shop drawings or samples, where such are required, and advise the City when it is necessary to disapprove work as failing to conform to the Contract Documents.
8. Review of Work, Inspection, and Tests
- a. Conduct on-site inspections for the City, of the work in progress, as a basis for determining that the project is proceeding in accordance with the Contract Documents.
 - b. Accompany visiting inspectors representing local, state, or federal agencies having jurisdiction over the project and report details of such inspections to the City.
 - c. Verify that the required quality control sampling and testing has been accomplished and materials certification has been provided by the Contractor. Perform compaction testing and concrete testing as required by the contract documents.
 - d. Review the Contractor's test/certification results and the City's independent assurance tests for accuracy and retain in the project file.
 - e. Questionable testing methods or results from the Contractor may initiate an increase in the volume of assurance tests.
9. Modification: Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the City.
10. Records
- a. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders, and additional drawings subsequent to the award of the Contract, progress reports, and other project related documents.
 - b. Keep a diary or logbook, recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request, furnish copies of such a diary or logbook to the City.
 - c. Maintain for the City, a record of names, addresses, and telephone numbers of all subcontractors and major material suppliers.
 - d. Maintain a set of drawings on which authorized changes are noted and deliver to the City upon request, but in any event, at the completion of the project.
 - e. Prepare the Final Construction Record and Final Estimate as required by the City.

11. **Reports:** Furnish to the City at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule.
12. **Progress Estimates:** Prepare progress estimates for periodic partial payments to the Contractor and deliver to the City for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete in place in accordance with the contract.
13. **Project Responsibility:** The Resident Project Representative will be responsible for the documentation of pay quantities and estimates and the maintenance of appropriate records related to the construction of this project.
14. **Work Schedule and Suspension:** The Professional's crew will be required to regulate their workweek to conform to the Contractor's hours in accordance with the directions of the City. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the Professional may also be suspended without cost to the project.
15. **Contract Administration:** The Professional will administer the contract in accordance with City's procedures.
16. If directed by the City, the Professional shall prepare, as needed, design, survey, right-of-way, and other services consistent with the previous services that have been performed by the Professional on this project. These services will be performed and paid for based on an amendment to this agreement to be negotiated between the City and the Professional.
17. If the City requests services beyond the scope of this agreement and capabilities of the Professional, Professional will prepare an amendment to provide these services through a subconsultant approved by the City.
18. Professional shall not at any time supervise, direct, or have control over Contractor's work, nor shall Professional have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work

INFORMATION AND SERVICES TO BE FURNISHED BY CITY

The City shall furnish the Professional with the following.

1. A City's representative with decision-making authority on all inquiries.
2. Assistance to the Professional by placing at its disposal all available information pertinent to the project.

SCHEDULE

1. The Professional will be prepared to begin the services under this Agreement within five (5) days after a letter of notice to proceed is received from the City. The Professional shall complete and deliver the final project documents and final estimate to the Project Manager within sixty (60) days after the project's final acceptance by the City.
2. The assumed duration of the Project is 94 weeks.

EXHIBIT "A"

INSPECTION FEE JUSTIFICATION
MANHOURS BY CLASSIFICATION

OWNER:	City of Carmel				
DESCRIPTION:	College Ave (96th to 106th St) Road Improvements Carmel Project No 20-ENG-04 Includes 20-ENG-04-N and 20-ENG-04-S				
LETTING:	February 15, 2023				
NOTICE TO PROCEED:	April 3, 2023				
SUBSTANTIAL COMPLETION DATE (Roadway):	October 31, 2024				
SUBSTANTIAL COMPLETION DATE (Landscaping):	June 15, 2025				
FINAL COMPLETION DATE:	October 31, 2025				
PRECONSTRUCTION AND UTILITY RELOCATION:	4/3/2023	to	8/5/2023	=	18.00 weeks
CONSTRUCTION ACTIVITIES ROADWAY:	8/6/2023	to	11/2/2024	=	65.00 weeks
CONSTRUCTION ACTIVITIES (LANDSCAPING):	4/27/2025		6/14/2025		7.00 weeks
POST-CONSTRUCTION ACTIVITIES:	10/26/2025	to	11/22/2025	=	4.00 weeks
					<hr/>
					94.00 weeks

The following pages (manhour justification and fee estimate) are based on the above construction schedule. Any delay or extension in the construction that significantly extends the completion date shown above may require an extension to this Agreement and an increase in the estimated fees.

EXHIBIT "A"

LABOR

SENIOR ENGINEER:

Regular time:	94.00 weeks	@	2 hours/week	=	<u>188 hours</u>
SENIOR ENGINEER TOTAL HOURS					= 188 hours

RESIDENT PROJECT REPRESENTATIVE:

Preconstruction Activities:

Regular Time:	18.00 weeks	@	10 hours/week	=	180 hours
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Construction Activities:

Regular Time:	72.00 weeks	@	40 hours/week	=	2,880 hours
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Overtime (assume 5%)	2,880	@	5%	=	144 hours
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Post-Construction Activities:

Regular Time:	4.00 weeks	@	40 hours/week	=	<u>160 hours</u>
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RESIDENT PROJECT REPRESENTATIVE TOTAL REGULAR HOURS	= 3,220 hours
RESIDENT PROJECT REPRESENTATIVE TOTAL OVERTIME HOURS	= 144 hours

INSPECTOR(S):

Construction Activities: (assume 1.25 inspector(s) needed):

Regular Time:	65.00 weeks	@	50 hours/week	=	3,250 hours
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Overtime (assume 5%)	3,250	@	5%	=	163 hours
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Post-Construction Activities: (assume 0 inspector(s) needed):

Regular Time:	4.00 weeks	@	- hours/week	=	<u>- hours</u>
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INSPECTOR(S) TOTAL REGULAR HOURS	= 3,250 hours
INSPECTOR(S) TOTAL OVERTIME HOURS	= 163 hours

City of Carmel

ONE CMC SQUARE
CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

108572

THIS NUMBER MUST APPEAR ON INVOICES, A.P. VOUCHER, DELIVERY MEMO, PACKING SLIPS, SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO	VENDOR NO	DESCRIPTION
3/1/2023			00350562	ASA 3 - 20-ENG-04 - College Ave Rd Improvement - 96th to 106th Street - Construction Engr.
VENDOR		SHIP TO		
AMERICAN STRUCTURE POINT, INC 9025 RIVER RD SUITE 200 INDIANAPOLIS, IN 46240 -		City Engineering's Office 1 Civic Square Carmel, IN 46032- Laurie Slick		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
74679				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 0 2020 Road Bond

Account: 44-628.71

1 Each	ASA 3 - 20-ENG-04 - College Ave Rd Improvement - 96th to 106th Street - Construction Engr.	1,151,961.05	\$1,151,961.05
Sub Total			\$1,151,961.05



Send Invoice To:
Jill Newport
CrossRoad Engineers, PC
115 N. 17th Avenue
Beech Grove, IN 46107

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$1,151,961.05

SHIPPING INSTRUCTIONS

- *SHIP PREPAID
- *C.O.D. SHIPMENT CANNOT BE ACCEPTED
- *PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL
- *THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 59, ACTS 19&
- AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO

PAYMENT

*A.P. VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER

ORDERED BY

[Signature]

Jeremy Kashman
Director

TITLE

CONTROLLER

[Signature]

James Crider
Director of Administration

CONTROL NO. **108572**

AGREEMENT FOR PURCHASE OF GOODS AND SERVICES

THIS AGREEMENT FOR PURCHASE OF GOODS AND SERVICES ("Agreement") is hereby entered into by and between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety ("City"), and Convergent Technologies, LLC an entity duly authorized to do business in the State of Indiana ("Vendor").

TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:**
Vendor acknowledges that it has read and understands this Agreement, and agrees that its execution of same constitutes its acceptance of all of the Agreement's terms and conditions.
2. **PERFORMANCE:**
City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 1115 0 44-632.01 Capital Lease funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.
3. **PRICE AND PAYMENT TERMS:**
 - 3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than Six Hundred Eighteen Thousand Two Hundred Eighty Two Dollars and Seven Cents (\$618,282.07) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within thirty (30) days after the date of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.
 - 3.2 Vendor agrees not to provide any Goods and Services to City that would cause the total cost of the Goods and Services provided by Vendor to City hereunder to exceed the Estimate, unless City has previously agreed, in writing, to pay an amount in excess thereof.
4. **WARRANTY:**
Vendor expressly warrants that the Goods and Services covered by this Agreement will conform to those certain specifications, descriptions and/or quotations regarding same as were provided to Vendor by City and/or by Vendor to and accepted by City, all of which documents are incorporated herein by reference, and that the Goods and Services will be delivered in a timely, good and workmanlike manner and free from defect. Vendor acknowledges that it knows of City's intended use to the extent it is specified in the specifications provided to Vendor and expressly warrants that the Goods and Services provided to City pursuant to this Agreement have been selected by Vendor based upon City's stated use and are fit and sufficient for their particular purpose as specified in the specifications provided to Vendor.
5. **TIME AND PERFORMANCE:**
This Agreement shall become effective as of the last date on which a party hereto executes same ("Effective Date"), and both parties shall thereafter perform their obligations hereunder in a timely manner. Time is of the essence of this Agreement.

6. DISCLOSURE AND WARNINGS:

If requested by City, Vendor shall promptly furnish to City, in such form and detail as City may direct, a list of all chemicals, materials, substances and items used in or during the provision of the Goods and Services provided hereunder, including the quantity, quality and concentration thereof and any other information relating thereto. At the time of the delivery of the Goods and Services provided hereunder, Vendor agrees to furnish to City sufficient written warning and notice (including appropriate labels on containers and packing) of any hazardous material utilized in or that is a part of the Goods and Services.

7. LIENS:

Provided City has paid Vendor for all amounts due under this Agreement, Vendor shall not cause or permit the filing of any lien on any of City's property. In the event any such lien is filed and Vendor fails to remove such lien within ten (10) days after the filing thereof, by payment or bonding, City shall have the right to pay such lien or obtain such bond, all at Vendor's sole cost and expense.

8. DEFAULT:

In the event Vendor: (a) repudiates, breaches or defaults under any of the terms or conditions of this Agreement, including Vendor's warranties; (b) fails to provide the Goods and Services as specified herein; (c) fails to make progress so as to endanger timely and proper provision of the Goods and Services and does not correct, or take substantial steps to start correcting, such failure or breach within five (5) business days (or such shorter period of time as is commercially reasonable under the circumstances) after receipt of notice from City specifying such failure or breach; or (d) becomes insolvent, is placed into receivership, makes a general assignment for the benefit of creditors or dissolves, each such event constituting an event of default hereunder, City shall have the right to (1) terminate all or any parts of this Agreement, without liability to Vendor; and (2) exercise all other rights and remedies available to City at law and/or in equity.

9. INSURANCE AND INDEMNIFICATION:

Vendor shall procure and maintain in full force and effect during the term of this Agreement, with an insurer licensed to do business in the State of Indiana, such insurance as is necessary for the protection of City and Vendor from all claims for damages under any workers' compensation, occupational disease and/or unemployment compensation act; for bodily injuries including, but not limited to, personal injury, sickness, disease or death of or to any of Vendor's agents, officers, employees, contractors and subcontractors; and, for any injury to or destruction of property, including, but not limited to, any loss of use resulting therefrom. The coverage amounts shall be those amounts set forth in attached Exhibit C. Vendor shall cause its insurers to name City as an additional insured on all such insurance policies with respect to liability arising out of Services performed by Vendor, but only to the extent of liabilities falling within the indemnity obligations of Vendor, pursuant to the terms of this Agreement, shall promptly provide City, upon request, with copies of insurance certificates evidencing such policies, and shall provide that such insurance policies shall not be canceled without thirty (30) days prior notice to City. Vendor further agrees to indemnify, defend and hold harmless City and its officers, officials, agents and employees from all claims and suits of whatever type, including, but not limited to, all court costs, reasonable attorney fees, and other expenses, to the extent caused by any negligent act or omission of Vendor and/or of any of Vendor's agents, officers, employees, contractors or subcontractors in the performance of this Agreement. These indemnification obligations shall survive the termination of this Agreement.

10. GOVERNMENT COMPLIANCE:

Vendor agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes which may be applicable to Vendor's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. Vendor agrees to indemnify and hold harmless City from any loss, damage and/or liability resulting from any such violation of such laws, orders, rules, regulations and codes. This indemnification obligation shall survive the termination of this Agreement.

11. NONDISCRIMINATION:

Vendor represents and warrants that it and all of its officers, employees, agents, contractors and subcontractors shall comply with all laws of the United States, the State of Indiana and City prohibiting discrimination against any employee, applicant for employment or other person in the provision of any Goods and Services provided by this Agreement with respect to their hire, tenure, terms, conditions and privileges of employment and any other matter related to their employment or subcontracting, because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status and/or Vietnam era veteran status.

12. E-VERIFY:

Pursuant to I.C. § 22-5-1.7 et seq., as the same may be amended from time to time, and as is incorporated herein by this reference (the "Indiana E-Verify Law"), Vendor is required to enroll in and verify the work eligibility status of its newly-hired employees using the E-Verify program, and to execute the Affidavit attached herein as Exhibit D, affirming that it is enrolled and participating in the E-Verify program and does not knowingly employ unauthorized aliens. In support of the Affidavit, **Vendor shall provide the City with documentation indicating that it has enrolled and is participating in the E-Verify program.** Should Vendor subcontract for the performance of any work under and pursuant to this Agreement, it shall fully comply with the Indiana E-Verify Law as regards each such subcontractor. Should the Vendor or any subcontractor violate the Indiana E-Verify law, the City may require a cure of such violation and thereafter, if no timely cure is performed, terminate this Agreement in accordance with either the provisions hereof or those set forth in the Indiana E-Verify Law. The requirements of this paragraph shall not apply should the E-Verify program cease to exist.

13. NO IMPLIED WAIVER:

The failure of either party to require performance by the other of any provision of this Agreement shall not affect the right of such party to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision hereof.

14. NON-ASSIGNMENT:

Vendor shall not assign this Agreement, and shall not delegate its obligations under this Agreement without City's prior written consent. Notwithstanding the foregoing, Vendor may assign this Agreement without notice or consent (i) to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Vendor, or (ii) in connection with a merger, acquisition, reorganization, sale of all of the equity interests of Vendor, or a sale of all or substantially all of the assets of Vendor to which this Agreement relates.

15. RELATIONSHIP OF PARTIES:

The relationship of the parties hereto shall be as provided for in this Agreement, and neither Vendor nor any of its officers, employees, contractors, subcontractors and agents are employees of City. The contract price set forth herein shall be the full and maximum compensation and monies required of City to be paid to Vendor under or pursuant to this Agreement.

16. GOVERNING LAW; LAWSUITS:

This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a dispute hereunder, parties shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each party. If settlement attempts are not successful, unless the dispute required injunctive relief, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect by a single arbitrator and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. Any award by the arbitrator may be entered as a judgment in any court having jurisdiction. All arbitrations will be held in Hamilton County, Indiana only.

17. SEVERABILITY:

If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provisions of this Agreement shall remain in full force and effect.

18. NOTICE:

Any notice provided for in this Agreement will be sufficient if it is in writing and is delivered by postage prepaid U.S. certified mail, return receipt requested, to the party to be notified at the address specified herein:

If to City:	City of Carmel Information Systems Department 31 1 st Ave NW Carmel, Indiana 46032	AND	City of Carmel Office of Corporation Counsel One Civic Square Carmel, Indiana 46032
-------------	--	------------	--

If to Vendor: Convergint Technologies, LLC
One Commerce Drive
Schaumburg, Illinois 60173

Notwithstanding the above, notice of termination under paragraph 19 hereinbelow shall be effective if given orally, as long as written notice is then provided as set forth hereinabove within five (5) business days from the date of such oral notice.

19. TERMINATION:

19.1 Notwithstanding anything to the contrary contained in this Agreement, City may, upon notice to Vendor, immediately terminate this Agreement for cause, in the event of a default hereunder by Vendor and/or if sufficient funds are not appropriated or encumbered to pay for the Goods and Services to be provided hereunder. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount representing conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

19.2 City may terminate this Agreement at any time upon thirty (30) days prior notice to Vendor. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount of conforming Goods and Services delivered as of the date of termination and of non-cancelable commitments made reasonably and prudently prior to receipt of notice of termination provided that Vendor delivers to City anything deliverable pursuant to such non-cancelable commitments and provides reasonable, supporting documentation for such expenses, except that

such payment amount shall not exceed the Estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

19.3 The City may terminate this Agreement pursuant to Paragraph 19 hereof, as appropriate.

20. REPRESENTATIONS AND WARRANTIES

The parties represent and warrant that they are authorized to enter into this Agreement and that the persons executing this Agreement have the authority to bind the party which they represent.

21. ADDITIONAL GOODS AND SERVICES

Vendor understands and agrees that City may, from time to time, request Vendor to provide additional goods and services to City. When City desires additional goods and services from Vendor, the City shall notify Vendor of such additional goods and services desired, as well as the time frame in which same are to be provided. Only after City has approved Vendor's time and cost estimate for the provision of such additional goods and services, has encumbered sufficient monies to pay for same, and has authorized Vendor, in writing, to provide such additional goods and services, shall such goods and services be provided by Vendor to City. A copy of the City's authorization documents for the purchase of additional goods and services shall be numbered and attached hereto in the order in which they are approved by City. Certain types of goods and services may be subject to additional terms and conditions as set forth or provided subject to a separate agreement. Any and all alarm monitoring services, which may be included in the Services, shall be solely and entirely provided subject to the terms of a separate alarm monitoring services agreement between Vendor and City.

22. TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Paragraph 19 hereinabove, this Agreement shall be in effect from the Effective Date through December 31, 2023, unless otherwise agreed by the parties hereto.

23. HEADINGS

All heading and sections of this Agreement are inserted for convenience only and do not form a part of this Agreement nor limit, expand or otherwise alter the meaning of any provision hereof.

24. BINDING EFFECT

The parties, and their respective officers, officials, agents, partners, successors, assigns and legal representatives, are bound to the other with respect to all of the covenants, terms, warranties and obligations set forth in Agreement.

25. NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than City and Vendor.

26. DEBARMENT AND SUSPENSION

26.1 The Vendor certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Vendor.

26.2 The Vendor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Vendor shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required by the City to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

27. IRAN CERTIFICATION

Pursuant to I.C. § 5-22-16.5, the Vendor shall certify that, in signing this Agreement, it does not engage in investment activities within the Country of Iran.

28. ADVICE OF COUNSEL:

The parties warrant that they have read this Agreement and understand it, have had the opportunity to obtain legal advice and assistance of counsel throughout the negotiation of this Agreement, and enter into same freely, voluntarily, and without any duress, undue influence or coercion.

29. ENTIRE AGREEMENT:

This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Vendor and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 16 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

Convergent Technologies, LLC
Information Systems Department - 2023
Appropriation #1115 0 44-632.01 Capital Lease Fund; P.O. #108512
Contract Not To Exceed \$618,282.07

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as follows:

CITY OF CARMEL, INDIANA

Convergent Technologies, LLC

by and through its Board of Public
Works and Safety

By:

By:

James Brainard, Presiding Officer

Date: _____

Authorized Signature

Mary Ann Burke, Member

Date: _____

Printed Name

Lori S. Watson, Member

Date: _____

Title

FID/TIN: _____

ATTEST:

Date: _____

Sue Wolfgang, Clerk

Date: _____



9750 E 150th street, Indianapolis, Indiana 46060
Phone Mobile 765-393-7443
darren.gray@convergint.com

December 19, 2022

City of Carmel
City of Carmel - Information and Communication Systems
31 1st Avenue N.W. Carmel, Indiana 46032
Attention: Morgan Rinehart

Quotation: DG00511051P
RFP#:
License/Cert

Reference: OMNIA Contract #R220702 - Genetec Upgrade
OMNIA Contract #R220702

On behalf of Convergint's global network of colleagues, I would like to personally thank you for providing Convergint with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today, and in the future.

Convergint's reputation for service excellence is backed by a foundational commitment to our core value of service, and we have been recognized as the #1 Systems Integrator by SDM Magazine. This recognition reflects the strong relationships Convergint has developed with the industry's top technology manufacturers, and our history of success with providing exceptional service to our customers.

Our guiding principle has always been to be our customers' best service provider. Our dedicated and certified team of professionals strives to uphold our customer-focused, service-based mission to make a daily difference for our customers. After achieving a successful on-time and on-budget project installation, Convergint will provide you with the industry's best ongoing service, including our 24/7 customer portal iCare, designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for trusting Convergint as your partner.

Scope of Work

- Provide

Materials

Line	Qty	Part	Description	Manufacturer
1	OMNIA Contract Number R220702			
2	40.00	GSC-SIPELIA-1SIP	1 Connection to an Intercom Station including failover and bidirectional audio and video recording	Genetec
3	11.00	SV-4020EX-R26-416T-16-216	Streamvault™ 4020EX Series - 2U 26-Bay Appliance 416TB Raw RAID 6 2x Xeon Silver 4216 32GB RAM 2x 240GB M.2 SSD 26x 16TB NLSAS 2x 1GbE RJ45 2x 10GbE SFP+ 2x 1100W PSU Windows Server 2019 Standard 5YR NBD KYHD Warranty - Genetec™ Security Center pre-installed. License sold separately.	Genetec
4	1.00	SVA-1020E-R2-S2000-I9	Streamvault™ 1020E Series - 1U 2-Bay Rackmount Analytics Appliance 1x NVIDIA Quadro 2000 Series GPU (1) Core i9-9900k 16GB 1x 256GB M.2 SSD 1x 1TB SATA 1x 1GbE RJ45 1x 10GbE RJ45 2x 550W PSU Windows 10 Embedded 5YR NBD KYHD Warranty. Genetec Security Center pre-installed. License sold separately.	Genetec
5	3.00	SV-E-ACC-SRV-16TB-SAS	Streamvault™ Server (E) Upgrade - Enterprise 16TB 3.5 Dual Port 12G NLSAS Drive, Compatible with R4, R14, R18, R26 Chassis	Genetec
6	40.00	ADV-CAM-E-5Y	Genetec™ Advantage for 1 Omnicast™ Enterprise Camera 5 years	Genetec
7	40.00	ADV-SIP-5Y	Genetec™ Advantage for 1 Sipelia™ Intercom connection - 5 Years	Genetec
8	400.00	GSC-Om-E-1C	1 camera connection	Genetec
9	Sourced Good			

Line	Qty	Part	Description	Manufacturer
10	1.00	GSC-Base-E	Genetec Security Center Base Enterprise Package. Synergis Enterprise: Access Manage support, Remote Security Desk, Badge Designer. Omnicast Enterprise: Archiving & Auxiliary Archiving support, Media Router, Audio, Remote Security Desk, Camera Sequences, Camera Blocking, Camera Dewarping, Failover Cameras, Hardware Matrix Support, Time Zone, Edge recording, trickling & archive transfer, Keyboard & Joystick Support. AutoVu Standard. Threat Level, Plan Manager Advanced for GIS Map servers (unlimited entities), Restricted Security Area Surveillance Standard package, Active Directory Integration, 1 authentication role, 1 Active Directory Federation services, Failover Directory Role, Intrusion Manager, Sipelia Base, Import Tool, Max Occupancy, Mustering Task, Visitor Management Module, Sipelia Public Address, SIP Trunking. 300 channels of KiwiVision Video Analytics for Privacy Protector, Security Analytics and People Counter. Includes 5 client connections (Security Desk, Web or Mobile)	Genetec
11	1.00	GSC-5.11	Software Version	Genetec
12	1.00	GSC-LOGIN-SITE	Site License for Genetec™ Security Desk client connections (incl. Web Client & Mobile) (Only available with Security Center Enterprise package).	Genetec
13	1.00	GSC-JPS-CG-BASE	Unified Real-Time Situational Intelligence Platform for Law Enforcement. Real-Time Crime Center backbone enhancing all response and investigations. Small agencies up to 50 sworn officers	Genetec
14	5.00	PS-JPS-CG-SERVICES-SMALL	Annual Professional Services Project Management - bulk upload, System Upgrade & Planning, Health & Cybersecurity Audits; System Optimization for Law Enforcement (1 days); System Federation Configuration (5); On-Site Law Enforcement Training (1 days); Continuous Genetec Learning Seats (LMS) (10).	Genetec
15	1.00	GSC-JPS-CG-ADD-ON-CAD-AVL	Citigraf LE Add-on Package for CAD and AVL API integration (integration work not included)	Genetec
16	Labor was Quoted IAW OMNIA Contract R220702			

Total Project Price	\$ 618,282.07
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Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network connections at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
8. Twenty-Five percent (25%) of the proposed sell price shall be payable to Convergent for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
9. Proposal does not include sales tax unless otherwise noted.
10. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
11. Convergent reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.
12. Customer acknowledges that supply-chain and shipping difficulties may result in unavoidable delays in deliveries of materials despite timely placement of orders and efforts by Convergent and its suppliers to avoid such delays. Customer agrees to provide Convergent with reasonable extensions of time to the extent of any such delays and Convergent agrees to make reasonable efforts to avoid or minimize such delays. Customer further acknowledges that the above-referenced supply-chain and shipping difficulties may result in unanticipated increases to Convergent's proposal pricing on products covered by this quote or any resulting agreement and that such increases may occur between the time this quote is provided, or any resulting contract is executed and the time when Convergent actually purchases the products covered by this quote or a resulting agreement. Customer agrees that it will pay any such increase in Convergent's initial pricing of obtaining the products above the proposal pricing upon which the quote or agreement was based, by change order or otherwise, and Convergent agrees that it shall make commercially reasonable efforts to minimize any such increase.



Performance Items

Items Included	
Items Included	Items Excluded
120 VAC Power and Fused Disconnect Switch	120 VAC Power Receptacles
Additional Lighting Requirements for Cameras	Applicable Taxes
Attend General Contractor Project Meetings	Attend Owner Project Meetings
Authority having Jurisdiction permit drawing (requires customer CAD)	Cable
Ceiling Tiles and Ceiling Grid Repairs	Connection to Building Fire Alarm Panel
Correction of Wiring Faults Caused by Others	Door wiring typical connections
Electrical Installation Permit	Electrified Door Locking Hardware
Engineering and Drawings	Equipment rack layout drawing
FA Permit and Plan Review Fees	Fire Stopping (Excludes Existing Penetrations)
Fire Watch	Floor Coverings for Lifts
Floor plan with device placement and numbering (requires customer CAD)	Freight (prepaid)
Horizontal Core Drilling	Installation of Bridle Rings
Installation of CCTV Cameras	Installation of Conduit, Boxes and Fittings
Installation of Control Equipment Enclosures	Installation of Control Panels
Installation of Intercom Systems	Installation of Intrusion Panels
Installation of Low Voltage Wire	Installation of Network Cabling to Card Readers
Installation of Network Cabling to IP Cameras	Installation of Network Cabling to IP Intercoms
Installation of Specialty Backboxes	Installation of Terminal Cabinets
Installation of Video Recorders (DVR/NVR)	Installation of Wire and Cable
Installation of Wire Hangars	Lifts
Loading Software on Customer Provided Computer	Low Voltage Permits
Material (listed in the BOM)	Mounting/Termination of Proposed Devices
On-Site Lockable Storage Facility	One-Year Warranty on Labor
One-Year Warranty on Parts	Operations & Maintenance Manuals
Owner to Provide DHCP Lease Reservations for Network Connected Devices	Owner to Provide Static IP Addresses
Owner Training	Panel Wall Elevation drawing (may require customer CAD)
Panel wiring with point to point connections	Patch and Paint
Payment & Performance Bonds	Project Management
Record Documentation (As-Built)	Riser drawing with home run wiring
Servers by Convergent	Servers by Others
Specialty Backboxes	Submittal Drawings
System Engineering	System is Design-Build
System Meets Plans/Drawings	System Programming
Terminal Cabinets	Termination of Control Equipment Enclosures
Testing of all Proposed Devices	Vertical Core Drilling
Wire	Workstations by Convergent
Workstations by Others	



Total Project Investment:

\$ 618,282.07

Thank you for considering Convergent for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Darren Gray

Convergent
Darren Gray

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Morgan Rinehart

December 19, 2022

Customer Name (Printed)

Date

Authorized Signature

Title

Throughout this Installation Proposal, the term, "Convergent" refers to the Convergent Technologies affiliate operating in the state/province in which the Work is being performed.

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work, including without limitation, goods, services, equipment and software, ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work and, subject to any addendums, represents the entire agreement between Convergent and Customer (the "Agreement"). In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergent agrees in accordance with the mutually agreed project schedule:

- To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- Secure and pay for permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
- Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- To promptly approve submittals provided by Convergent;
- To provide access to all areas of the facility which are necessary to complete the Work;
- To supply suitable electrical service as required by Convergent; and
- That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

No monitoring services or software capable of obtaining what may be characterized as biometric information are included in the Work. Any such services shall be governed by a separate agreement.

Title to the Work, including any materials comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site subject to any license agreements. If materials are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, title with respect to such materials shall pass to Customer upon delivery to Customer site.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent twenty-five (25%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than one month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been completed within thirty (30) days of the date of invoice. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment, Convergent shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

For the period of one (1) year, commencing at the earlier of substantial completion of the Work or first beneficial use, ("Warranty Period"), the:

- Work performed under this Agreement will be of good quality;
- Equipment will be new unless otherwise required or permitted by this Agreement;
- Work will be free from defects not inherent in the quality required or permitted; and
- Work will conform to the requirements of this Agreement.

The Customer's sole and exclusive remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own discretion and expense any defective or improper Work discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any software, equipment or products included in the Work and installed by Convergent shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent or which is exclusively granted to customer in the software documentation. Upon request of Customer, Convergent will use commercially reasonable efforts to assist Customer in enforcing any such third-party warranties. This warranty excludes remedy for damage or defect caused by abuse, theft, neglect, modifications not executed by Convergent, improper or insufficient maintenance, improper use or operation; fire, explosion, water exposure, corrosion, rust, adverse environmental conditions or resulting from accidents, or any other Acts of God, fluctuations in the building power supply, failure to provide a power supply, or operating an environment that does not conform to the manufacturer's specifications; repair, service, adjustment, tampering or modification of the equipment by anyone other than Convergent service personnel; negligence or acts or omissions of Customer or any third party (excluding a Convergent service personnel); or normal wear and tear under normal usage. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS SECTION 4, NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work. Any changes to the Agreement shall be in writing signed by both Customer and Convergent. If Customer orders any additional Work or causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be responsible or liable for or be deemed in breach of this Agreement because of any delay or failure in the performance of their respective obligations pursuant to this Agreement due to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: acts of God, pandemic or epidemic, diseases, quarantines, unavoidable casualties, concealed conditions, acts of any civil or military authority; riot, insurrections, and civil disturbances; war, invasion, act of foreign enemies, hostilities (regardless of whether or not war is declared), rebellion, revolution, terrorist activities; strikes, lockouts or other labor disputes; embargoes; shortage or unavailability of labor, supplies, materials, equipment or systems; accident, fire, storm, water, flooding, negligence of others, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting, transportation contingencies, laws, statutes, regulations, and other legal requirements, orders or judgments; acts or order of any government or agency or official thereof, other catastrophes or any other similar occurrences. If performance by either party is delayed due to Force Majeure, the time for performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

SECTION 7. INSURANCE

Convergent shall maintain the following insurance coverages during the term of this Agreement and upon request, shall provide certificates of insurance to the Customer:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence/aggregate
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$5,000,000 per occurrence/aggregate

Convergent's insurance is limited to the coverages listed above and Convergent will not provide Builder's Risk Insurance. Commercial General Liability policy shall name the Customer as "additional insured" on a primary/noncontributory basis with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy.

SECTION 8. INDEMNIFICATION

To the fullest extent allowed by law, Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses (excluding loss of use) attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site.

It is understood and agreed by the parties that Convergent is or may be providing intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any intrusion product or software provided by but not manufactured by Convergent. Convergent shall have no liability to Customer for any losses to the extent such losses are caused by the intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such intrusion product or software provided by but not manufactured by Convergent.

SECTION 9 LIMITATION OF LIABILITY

TO THE FULLEST EXTENT ALLOWED BY LAW, (A) IN NO EVENT SHALL EITHER CONVERGENT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATION SET FORTH IN THIS SECTION SHALL APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, TORT OR OTHER THEORY AND (B) IN NO EVENT WILL CONVERGENT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT UNDER THIS AGREEMENT.

SECTION 10. COMPLIANCE WITH LAW, SAFETY, & HAZARDOUS MATERIALS

Convergent will comply with all laws and regulations applicable to its provision of the Work. Customer will comply with all applicable laws and agreements applicable to its use and operation of the Work. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning Work.

In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. To the fullest extent allowed by law, Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

SECTION 11. PERSONAL DATA

This Agreement does not authorize Convergent to access, collect, store or process any biometric information although the equipment or products included in the Work (including embedded software) installed by Convergent are capable of collecting biometric information. Customer agrees and will comply with any and all applicable local, state or federal laws, ordinances, rules or regulations (collectively, "Laws") with respect to collecting biometric information using the equipment or products provided under this Agreement. Notwithstanding the foregoing, to the extent Customer uses the Work to collect biometric information or provides Convergent with access to biometric information, Customer acknowledges that Laws may limit Customer's rights and impose obligations with respect to use of software capable of collecting biometric information, including any hardware or other software and services associated with the biometric information, and agrees that Customer is solely responsible to ensure its own compliance with such Laws. To the fullest extent allowed by law, Customer will defend, indemnify and hold Convergent harmless from and against any and all claims, suits, actions, legal proceedings, liabilities, damages, fines, fees, penalties, costs and expenses arising out of or relating to Customer's use or collection of biometric information.

SECTION 12. PRICE ADJUSTMENT

Convergent may automatically adjust the price, with five (5) days prior written notice, if based on: (a) changes by its vendors to the cost of equipment and/or products to be delivered and/or labor costs related to personnel responsible for performing the Work; (b) macroeconomic conditions, such as taxes, tariffs or duties, natural disasters, labor shortages/strikes, etc.; (c) applicable market trends; or (d) other events not within Convergent's control that impact the cost of performing the Work. The variation in the cost of the equipment, products and/or labor shall be consistent with applicable market indexes, where available, third-party sources or other evidence. Convergent reserves the right to add periodic surcharges to this order, including without limitation, adjustments for the then current price of fuel, such surcharges to be specified and invoiced by Convergent.

SECTION 13. DISPUTES

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, unless the dispute requires injunctive relief, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect by a single arbitrator and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. Any award by the arbitrator may be entered as a judgment in any court having jurisdiction.

SECTION 14. MISCELLANEOUS

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Notwithstanding the foregoing, Convergent may assign this Agreement without notice or consent (i) to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergent; or (ii) in connection with a merger, acquisition, reorganization, sale of all of the equity interests of Convergent, or a sale of all or substantially all of the assets of Convergent to which this Agreement relates.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent. In no event will Convergent be obligated to comply with any project labor agreements or other collective bargaining agreements.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer and Convergent. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver. The Sections regarding invoicing, warranty, indemnity, and disputes shall survive the termination of this Agreement.

EXHIBIT B Invoice

Date: _____

Name of Company: _____

Address & Zip: _____

Telephone No.: _____

Fax No.: _____

Project Name: _____

Invoice No. _____

Purchase Order No: _____

Person Providing Goods/Services	Date Goods/Service Provided	Goods/Services Provided (Describe each good/service separately and in detail)	<u>Goods</u>	<u>Services</u>	Total
			Cost Per Item	Hourly Rate/Hours Worked	
		<i>GRAND TOTAL</i>			

Signature

Printed Name

EXHIBIT C INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

Bodily Injury by Accident/Disease:	\$100,000 each employee
Bodily Injury by Accident/Disease:	\$250,000 each accident
Bodily Injury by Accident/Disease:	\$500,000 policy limit

Property damage, contractual liability, products-completed operations:

General Aggregate Limit (other than Products/Completed Operations):	\$500,000
Products/Completed Operations:	\$500,000

Personal & Advertising Injury

Policy Limit:	\$500,000
Each Occurrence Limit:	\$250,000
Fire Damage (any one fire):	\$250,000
Medical Expense Limit (any one person):	\$ 50,000

Comprehensive Auto Liability (owned, hired and non-owned)

Bodily Single Limit:	\$500,000 each accident
Injury and property damage:	\$500,000 each accident
Policy Limit:	\$500,000

Umbrella Excess Liability

Each occurrence and aggregate:	\$500,000
Maximum deductible:	\$ 10,000

EXHIBIT D

AFFIDAVIT


Darren Gray

_____ , being first duly sworn, deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by
Convergint Technologies LLC (the "Employer")
in the position of Sales leader- indiana.
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer is enrolled and participates in the federal E-Verify program and has provided documentation of such enrollment and participation to the City of Carmel, Indiana.
5. The Company does not knowingly employ any unauthorized aliens.

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 1st day of March, 2023.



Printed: Darren Gray

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.

Printed: _____

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

108512

THIS NUMBER MUST APPEAR ON INVOICES, A/P
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
2/7/2023			377026	Genetec Upgrade
CONVERGINT TECHNOLOGIES LLC VENDOR ONE COMMERCE DRIVE SCHAUMBURG, IL 60173 -			ICS SHIP TO 31 1st Ave N.W. Carmel, IN 46032- Timothy Renick (317) 571-2576	
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
73979				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1115 Fund: 0 Capital Lease Fund

Account: 44-632.01

1 Each

Genetec upgrade

\$618,282.07

\$618,282.07

Sub Total

\$618,282.07



Quote No. DG00511051P - OMNIA PRICING - # R220702

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$618,282.07

SHIPPING INSTRUCTIONS

- *SHIP PREPAID.
- *C.O.D. SHIPMENT CANNOT BE ACCEPTED.
- *PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL.
- *THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945 AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

PAYMENT

* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

Timothy Renick

Timothy Renick
Director

James Crider

James Crider
Director of Administration

CONTROL NO. **108512**

ORDERED BY

TITLE
CONTROLLER

Municipal Emergency Services, Inc.
Fire Department - 2023
Appropriation # 1120 0 44-670.99 Capital Lease Fund; P.O. #108580
Contract Not To Exceed \$1,522,375.14

**ADDITIONAL SERVICES AMENDMENT TO
AGREEMENT FOR GOODS AND SERVICES**

APPROVED
By: Bryan Mink (Date of 3/7/2023, No. 07-2023)

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and Municipal Emergency Services, Inc., (the "Vendor"), as City Contract dated July 5, 2018 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as follows:

CITY OF CARMEL, INDIANA
by and through its Board of Public
Works and Safety

Municipal Emergency Services, Inc.

By:

By:

James Brainard, Presiding Officer

Authorized Signature

Date: _____

Bryan Mink
Printed Name

Mary Ann Burke, Member

Sales
Title

Date: _____

FID/TIN: 65-1051374

Lori S. Watson, Member

Last Four of SSN if Sole Proprietor: _____

Date: _____

Date: 3-7-2023

ATTEST:

Sue Wolfgang, Clerk

Date: _____

Exhibit A

Quote



1927 N Capitol Ave
Indianapolis IN 46202

Quote # QT1667425
Date 02/10/2023
Expires 03/20/2023
Sales Rep Mink, Bryan
Shipping Method FedEx Ground
Customer CARMEL FD (IN)
Customer # C30195

Bill To
CARMEL FD
2 CARMEL CIVIC SQUARE
CARMEL IN 46032
United States

Ship To
City of Carmel Fire Department
10701 N. College Avenue
Suite A
Carmel IN 46280
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
200266-04			HHR ASSEMBLY,PAK-TRACKER	13	\$1,511.25	\$19,646.25
200372-52FC5			Spectacle Kit, 52mm, Frame Only	5	\$112.50	\$562.50
200433-01			Hand-Held Receiver Truck Charging Systems, 12V DC	1	\$555.00	\$555.00
200970-01			CYL&VALV,QD,CARB,45/5500 ASSY	265	\$1,488.00	\$394,320.00
200972-01			CYL&VALV,CGA,CARB,60/5500 ASSY	5	\$1,651.50	\$8,257.50
200973-01			CYL&VALV,QD,CARB,60/5500 ASSY	16	\$1,651.50	\$26,424.00
201051-01			REPEATER ASSY	2	\$1,677.00	\$3,354.00
201088-03			SEMS II, USB GATEWAY	2	\$1,802.25	\$3,604.50
201520-01			ADAPTER ASM,VISION C5	2	\$55.31	\$110.62
201568-01			Cylinder & Valve assembly, 45/5500, 90 degree	9	\$1,488.00	\$13,392.00
201650-05			E-Z Flo C5, Quick Connect Hose, Rectus	80	\$1,600.00	\$128,000.00
8005197			Scott Connect Monitor Software - includes 10 downloads	1	\$0.00	\$0.00
8006951			Monitor for X3 PRO	1	\$0.00	\$0.00
804594-01			MASK HOOK ASSEMBLY	100	\$20.70	\$2,070.00
FP1MK0002M10010			C5,M,KV,RDI/BCH, MOT, EN, NO SPARE HEADNET SET UP	133	\$1,472.25	\$195,809.25
FP1LK0002M10010			Vision C5 Facepiece with Radio Direct Interface and Bone Conduction Headphone, Motorola®, Large	33	\$1,472.25	\$48,584.25
FP1SK0002M10010			Vision C5 Facepiece with Radio Direct Interface and Bone Conduction Headphone, Motorola®, Small	6	\$1,472.25	\$8,833.50
FP1SK0000000000			Vision C5 Facepiece (NIOSH/NFPA Approved) Small Face Seal, Kevlar Headnet, No Spare Headnet	1	\$358.88	\$358.88
FP1MKK0000000000			Vision C5, Medium, Kevlar® Headnet, Spare Headnet	10	\$503.88	\$5,038.80
FP1LK0000000000			Vision C5 Facepiece (NIOSH/NFPA Approved) Large Face Seal, Kevlar Headnet, No Spare Headnet	5	\$358.88	\$1,794.40
Scott X3	CF5V20SO		CF5V20SO Scott X3 CF CHARGER AC	13	\$385.94	\$5,017.22
201506-01			BATTERY PACK, LITHIUM ION C5	26	\$98.31	\$2,556.06
Scott X3	X8915026301A03		X8915026301A03 Scott X3 X3PSC, 5.5, C5, QD, 18, UEB, SEM, INCLUDES SPARE HARNESS	30	\$9,037.50	\$271,125.00
Scott X3	X8915026305A04		X8915026305A04 Scott X3 X3PSC, 5.5, C5, QD 18, UEB, SEM	76	\$8,291.25	\$630,135.00



QT1667425



1927 N Capitol Ave
 Indianapolis IN 46202

Quote

Quote #
 Date

QT1667425
 02/10/2023

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
Used Airpak Credit	TRADE-IN CREDIT		TRADE-IN CREDIT	1	\$(340,000.00)	\$(340,000.00)

*****GPO PRICING GPO NUMBER IS M-5699506*****

Subtotal	\$1,429,548.73
Shipping Cost	\$0.00
Tax Total	\$0.00
Total	\$1,429,548.73

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1667425



1927 N Capitol Ave
Indianapolis IN 46202

Quote

Quote # QT1652814
 Date 01/05/2023
 Expires 01/29/2023
 Sales Rep Mink, Bryan
 PO # 7000 System ATTACHED Storage, QUOTE TO USE!!!
 Shipping Method FedEx Ground
 Customer CARMEL FD (IN)
 Customer # C30195

Bill To
 CARMEL FD
 2 CARMEL CIVIC SQUARE
 CARMEL IN 46032
 United States

Ship To
 City of Carmel Fire Department
 10701 N. College Avenue
 Suite A
 Carmel IN 46280
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
RSF-3321A411			RevolveairWAttachedStorage, StationaryWAutoCascade, with Auxillary High Pressure, 4 bank auto cascade with attached storage, SCUBA adapter Revolveair & CGA	1	\$21,490.06	\$21,490.06
RSC-06035101			7000 psi 5 Stage Compressor 30 Horsepower, 208-230 Volt/ 3 Phase/ 60Hz, CO Monitor with Cal Kit, English	1	\$49,381.02	\$49,381.02
8BA711 7000			ASME 7500 with Valves and Fittings L-Forged end AB-Spun End Color Mapp Yellow	4	\$4,950.05	\$19,800.20
RSS-00A40000			No Rack, 4 Bank Auto Cascade, No HP Storage Hoses Needed, None	1	\$528.00	\$528.00
Compressor Install			Site survey, install, operate, leak test, train & perform air sample with written report.	1	\$3,500.00	\$3,500.00
Compressor Trade-In			Compressor Trade-In	1	\$(5,000.00)	\$(5,000.00)
HANNAY	FHN716-23-24-15.5 G		FHN716-23-24-15.5G Custom HANNAY HOSE REEL FOR PORTABLE AIRLINE TO BAY AREA	1	\$928.13	\$928.13
SCBAS	FH-347-N-100		FH-347-N-100 Custom SCBAS FILL HOSE ASSEMBLY. 100' LONG, 1/2" NPT M INLET, WITH SHUT-OFF VALVE, BLEEDER VALVE, GAUGE AND HAND TIGHT NUT AND NIPPLE	1	\$899.00	\$899.00

***** GPO M-5699506
 SOURCEWELL 46434*****

Subtotal \$91,526.41
Shipping Cost \$1,300.00
Tax Total \$0.00
Total \$92,826.41

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1652814

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

108580

THIS NUMBER MUST APPEAR ON INVOICES, A/P
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
3/6/2023			358990	Airpacks and Cascade System

MUNICIPAL EMERGENCY SERVICES	Carmel Fire Department
VENDOR PO BOX 856892	<i>SHIP TO</i> 210 Veterans Way
MINNEAPOLIS, MN 55485--6892	Carmel, IN 46032-

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
74704				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1120 Fund: 0 Capital Lease Fund

Account: 44-670.99

1 Each	Cascade System per Quote QT1652814 - GPO M-5699506 - SOURCEWELL 46434	\$92,826.41	\$92,826.41
1 Each	SCBA's per Quote #QT1667425 - GPO Pricing - GPO #M-5699506	1,429,548.73	\$1,429,548.73
		Sub Total	\$1,522,375.14



Send Invoice To:

Carmel Fire Department

2 Civic Square

Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$1,522,375.14

SHIPPING INSTRUCTIONS

- *SHIP PREPAID.
- *C.O.D. SHIPMENT CANNOT BE ACCEPTED.
- *PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL.
- *THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945 AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

PAYMENT

* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

Denise Snyder

Denise Snyder

Accreditation/Budget Administrator

James Crider

James Crider

Director of Administration

ORDERED BY

TITLE

CONTROLLER

CONTROL NO. **108580**

AGREEMENT FOR PURCHASE OF GOODS AND SERVICES

THIS AGREEMENT FOR PURCHASE OF GOODS AND SERVICES ("Agreement") is hereby entered into by and between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety ("City"), and Beard Equipment Company, Inc. an entity duly authorized to do business in the State of Indiana ("Vendor").

TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:**
Vendor acknowledges that it has read and understands this Agreement, and agrees that its execution of same constitutes its acceptance of all of the Agreement's terms and conditions.
2. **PERFORMANCE:**
City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 1207 0 44-635.00 Capital Lease funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.
3. **PRICE AND PAYMENT TERMS:**
 - 3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than One Hundred Twenty Seven Thousand Six Hundred Ninety Two Dollars (\$127,692.00) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within thirty-five (35) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.
 - 3.2 Vendor agrees not to provide any Goods and Services to City that would cause the total cost of the Goods and Services provided by Vendor to City hereunder to exceed the Estimate, unless City has previously agreed, in writing, to pay an amount in excess thereof.
4. **WARRANTY:**
Vendor expressly warrants that the Goods and Services covered by this Agreement will conform to those certain specifications, descriptions and/or quotations regarding same as were provided to Vendor by City and/or by Vendor to and accepted by City, all of which documents are incorporated herein by reference, and that the Goods and Services will be delivered in a timely, good and workmanlike manner and free from defect. Vendor acknowledges that it knows of City's intended use and expressly warrants that the Goods and Services provided to City pursuant to this Agreement have been selected by Vendor based upon City's stated use and are fit and sufficient for their particular purpose.
5. **TIME AND PERFORMANCE:**
This Agreement shall become effective as of the last date on which a party hereto executes same ("Effective Date"), and both parties shall thereafter perform their obligations hereunder in a timely manner. Time is of the essence of this Agreement.

6. DISCLOSURE AND WARNINGS:

If requested by City, Vendor shall promptly furnish to City, in such form and detail as City may direct, a list of all chemicals, materials, substances and items used in or during the provision of the Goods and Services provided hereunder, including the quantity, quality and concentration thereof and any other information relating thereto. At the time of the delivery of the Goods and Services provided hereunder, Vendor agrees to furnish to City sufficient written warning and notice (including appropriate labels on containers and packing) of any hazardous material utilized in or that is a part of the Goods and Services.

7. LIENS:

Vendor shall not cause or permit the filing of any lien on any of City's property. In the event any such lien is filed and Vendor fails to remove such lien within ten (10) days after the filing thereof, by payment or bonding, City shall have the right to pay such lien or obtain such bond, all at Vendor's sole cost and expense.

8. DEFAULT:

In the event Vendor: (a) repudiates, breaches or defaults under any of the terms or conditions of this Agreement, including Vendor's warranties; (b) fails to provide the Goods and Services as specified herein; (c) fails to make progress so as to endanger timely and proper provision of the Goods and Services and does not correct such failure or breach within five (5) business days (or such shorter period of time as is commercially reasonable under the circumstances) after receipt of notice from City specifying such failure or breach; or (d) becomes insolvent, is placed into receivership, makes a general assignment for the benefit of creditors or dissolves, each such event constituting an event of default hereunder, City shall have the right to (1) terminate all or any parts of this Agreement, without liability to Vendor; and (2) exercise all other rights and remedies available to City at law and/or in equity.

9. INSURANCE AND INDEMNIFICATION:

Vendor shall procure and maintain in full force and effect during the term of this Agreement, with an insurer licensed to do business in the State of Indiana, such insurance as is necessary for the protection of City and Vendor from all claims for damages under any workers' compensation, occupational disease and/or unemployment compensation act; for bodily injuries including, but not limited to, personal injury, sickness, disease or death of or to any of Vendor's agents, officers, employees, contractors and subcontractors; and, for any injury to or destruction of property, including, but not limited to, any loss of use resulting therefrom. The coverage amounts shall be no less than those amounts set forth in attached Exhibit C. Vendor shall cause its insurers to name City as an additional insured on all such insurance policies, shall promptly provide City, upon request, with copies of all such policies, and shall provide that such insurance policies shall not be canceled without thirty (30) days prior notice to City. Vendor shall indemnify and hold harmless City from and against any and all liabilities, claims, demands or expenses (including, but not limited to, reasonable attorney fees) for injury, death and/or damages to any person or property arising from or in connection with Vendor's provision of Goods and Services pursuant to or under this Agreement or Vendor's use of City property.

Vendor further agrees to indemnify, defend and hold harmless City and its officers, officials, agents and employees from all claims and suits of whatever type, including, but not limited to, all court costs, attorney fees, and other expenses, caused by any act or omission of Vendor and/or of any of Vendor's agents, officers, employees, contractors or subcontractors in the performance of this Agreement. These indemnification obligations shall survive the termination of this Agreement.

10. **GOVERNMENT COMPLIANCE:**
Vendor agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes which may be applicable to Vendor's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. Vendor agrees to indemnify and hold harmless City from any loss, damage and/or liability resulting from any such violation of such laws, orders, rules, regulations and codes. This indemnification obligation shall survive the termination of this Agreement.
11. **NONDISCRIMINATION:**
Vendor represents and warrants that it and all of its officers, employees, agents, contractors and subcontractors shall comply with all laws of the United States, the State of Indiana and City prohibiting discrimination against any employee, applicant for employment or other person in the provision of any Goods and Services provided by this Agreement with respect to their hire, tenure, terms, conditions and privileges of employment and any other matter related to their employment or subcontracting, because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status and/or Vietnam era veteran status.
12. **E-VERIFY:**
Pursuant to I.C. § 22-5-1.7 et seq., as the same may be amended from time to time, and as is incorporated herein by this reference (the "Indiana E-Verify Law"), Vendor is required to enroll in and verify the work eligibility status of its newly-hired employees using the E-Verify program, and to execute the Affidavit attached herein as Exhibit D, affirming that it is enrolled and participating in the E-Verify program and does not knowingly employ unauthorized aliens. In support of the Affidavit, **Vendor shall provide the City with documentation indicating that it has enrolled and is participating in the E-Verify program.** Should Vendor subcontract for the performance of any work under and pursuant to this Agreement, it shall fully comply with the Indiana E-Verify Law as regards each such subcontractor. Should the Vendor or any subcontractor violate the Indiana E-Verify law, the City may require a cure of such violation and thereafter, if no timely cure is performed, terminate this Agreement in accordance with either the provisions hereof or those set forth in the Indiana E-Verify Law. The requirements of this paragraph shall not apply should the E-Verify program cease to exist.
13. **NO IMPLIED WAIVER:**
The failure of either party to require performance by the other of any provision of this Agreement shall not affect the right of such party to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision hereof.
14. **NON-ASSIGNMENT:**
Vendor shall not assign or pledge this Agreement, whether as collateral for a loan or otherwise, and shall not delegate its obligations under this Agreement without City's prior written consent.
15. **RELATIONSHIP OF PARTIES:**
The relationship of the parties hereto shall be as provided for in this Agreement, and neither Vendor nor any of its officers, employees, contractors, subcontractors and agents are employees of City. The contract price set forth herein shall be the full and maximum compensation and monies required of City to be paid to Vendor under or pursuant to this Agreement.
16. **GOVERNING LAW; LAWSUITS:**
This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

17. SEVERABILITY:

If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provisions of this Agreement shall remain in full force and effect.

18. NOTICE:

Any notice provided for in this Agreement will be sufficient if it is in writing and is delivered by postage prepaid U.S. certified mail, return receipt requested, to the party to be notified at the address specified herein:

If to City:	City of Carmel Brookshire Golf Course 12120 Brookshire Pkwy Carmel, Indiana 46033	AND	City of Carmel Office of Corporation Counsel One Civic Square Carmel, Indiana 46032
-------------	--	------------	--

If to Vendor: Beard Equipment Company, Inc.
331 South Cooper Ave
Cincinnati, Ohio 45215

Notwithstanding the above, notice of termination under paragraph 19 hereinbelow shall be effective if given orally, as long as written notice is then provided as set forth hereinabove within five (5) business days from the date of such oral notice.

19. TERMINATION:

19.1 Notwithstanding anything to the contrary contained in this Agreement, City may, upon notice to Vendor, immediately terminate this Agreement for cause, in the event of a default hereunder by Vendor and/or if sufficient funds are not appropriated or encumbered to pay for the Goods and Services to be provided hereunder. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount representing conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

19.2 City may terminate this Agreement at any time upon thirty (30) days prior notice to Vendor. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount of conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

19.3 The City may terminate this Agreement pursuant to Paragraph 11 hereof, as appropriate.

20. REPRESENTATIONS AND WARRANTIES

The parties represent and warrant that they are authorized to enter into this Agreement and that the persons executing this Agreement have the authority to bind the party which they represent.

21. ADDITIONAL GOODS AND SERVICES

Vendor understands and agrees that City may, from time to time, request Vendor to provide additional goods and services to City. When City desires additional goods and services from Vendor, the City shall notify Vendor of such additional goods and services desired, as well as the time frame in which same are to be provided. Only after City has approved Vendor's time and cost estimate for the provision of such additional goods and services, has encumbered sufficient monies to pay for same, and has authorized Vendor, in writing, to provide

such additional goods and services, shall such goods and services be provided by Vendor to City. A copy of the City's authorization documents for the purchase of additional goods and services shall be numbered and attached hereto in the order in which they are approved by City.

22. TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Paragraph 19 hereinabove, this Agreement shall be in effect from the Effective Date through December 31, 2023 and shall, on the first day of each January thereafter, automatically renew for a period of one (1) calendar year, unless otherwise agreed by the parties hereto.

23. HEADINGS

All heading and sections of this Agreement are inserted for convenience only and do not form a part of this Agreement nor limit, expand or otherwise alter the meaning of any provision hereof.

24. BINDING EFFECT

The parties, and their respective officers, officials, agents, partners, successors, assigns and legal representatives, are bound to the other with respect to all of the covenants, terms, warranties and obligations set forth in Agreement.

25. NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than City and Vendor.

26. DEBARMENT AND SUSPENSION

26.1 The Vendor certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Vendor.

26.2 The Vendor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Vendor shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required by the City to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

27. IRAN CERTIFICATION

Pursuant to I.C. § 5-22-16.5, the Vendor shall certify that, in signing this Agreement, it does not engage in investment activities within the Country of Iran.

28. ADVICE OF COUNSEL:

The parties warrant that they have read this Agreement and understand it, have had the opportunity to obtain legal advice and assistance of counsel throughout the negotiation of this Agreement, and enter into same freely, voluntarily, and without any duress, undue influence or coercion.

Beard Equipment Company, Inc.
Brookshire Golf Course - 2023
Appropriation #1207 0 44-635.00 Capital Lease Fund; P.O. #108578
Contract Not To Exceed \$127,692.00

29. ENTIRE AGREEMENT:

This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Vendor and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 16 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as follows:

CITY OF CARMEL, INDIANA

Beard Equipment Company, Inc.

by and through its Board of Public Works and Safety

By:

By:


James Brainard, Presiding Officer


Authorized Signature

Date:


Printed Name

Mary Ann Burke, Member


Title

Date:

FID/TIN: 59-1288195

Lori S. Watson, Member

Date:

Date: 3-7-2023

ATTEST:

Sue Wolfgang, Clerk

Date:

Quote Id: 28040742

Prepared For:

CITY OF CARMEL DBA BROOKSHIRE GOLF CLUB**BEARD**
EQUIPMENT CO.Prepared By: **Garth Kovener**Beard Equipment Company
331 South Cooper Avenue
Cincinnati, OH 45215

Tel: 937-372-7746

Fax: 937-372-4390

Email: gkovener@beardequipment.com

Quote Summary

Prepared For:

CITY OF CARMEL DBA BROOKSHIRE GOLF CLUB
 12120 BROOKSHIRE PKWY
 CARMEL, IN 46033
 Business: 317-846-7431

Prepared By:

Garth Kovener
 Beard Equipment Company
 331 South Cooper Avenue
 Cincinnati, OH 45215
 Phone: 937-372-7746
 gkovener@beardequipment.com

Quote Id: 28040742
Created On: 10 January 2023
Last Modified On: 23 February 2023
Expiration Date: 28 February 2023

Equipment Summary	Selling Price	Qty	Extended
2023 LASTEC WZ1000	\$ 66,725.00 X	1 =	\$ 66,725.00
2023 LASTEC WZ800	\$ 60,967.00 X	1 =	\$ 60,967.00
Equipment Total			\$ 127,692.00

Quote Summary

Equipment Total	\$ 127,692.00
DELIVERY	\$ 0.00
SubTotal	\$ 127,692.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 127,692.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 127,692.00

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 28040742

Customer: CITY OF CARMEL DBA BROOKSHIRE GOLF CLUB

2023 LASTEC WZ1000

Hours: 0

Stock Number:

Code	Description	Qty
WZ1000	Commercial Articulating ZTR Mower with 120" (10') Cutting Width, 49.6HP Tier 4 Kubota Turbo Diesel	1

Dealer Attachments

P848	Gator Mulching Blades	5
P706	Belt	1
048722	Belt	1
063879	Belt	1
072698	Belt	1

2023 LASTEC WZ800

Equipment Notes:

Hours: 0

Stock Number:

Code	Description	Qty
WZ800	Commercial Articulating ZTR Mower with 100" (8') Cutting Width, 37.6HP Tier 4 Kubota Turbo Diesel	1

Dealer Attachments

P322	Gator Mulching Blades	5
041630	Belt	1
049855	Belt	1
041630	Belt	1
124531	Belt	1

EXHIBIT B Invoice

Date: _____

Name of Company: _____

Address & Zip: _____

Telephone No.: _____

Fax No.: _____

Project Name: _____

Invoice No. _____

Purchase Order No: _____

Person Providing Goods/Services	Date Goods/Service Provided	Goods/Services Provided (Describe each good/service separately and in detail)	<u>Goods</u>	<u>Services</u>	Total
			Cost Per Item	Hourly Rate/Hours Worked	
		<i>GRAND TOTAL</i>			

Signature

Printed Name

EXHIBIT C INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

Bodily Injury by Accident/Disease:	\$100,000 each employee
Bodily Injury by Accident/Disease:	\$250,000 each accident
Bodily Injury by Accident/Disease:	\$500,000 policy limit

Property damage, contractual liability, products-completed operations:

General Aggregate Limit (other than Products/Completed Operations):	\$500,000
Products/Completed Operations:	\$500,000

Personal & Advertising Injury

Policy Limit:	\$500,000
Each Occurrence Limit:	\$250,000
Fire Damage (any one fire):	\$250,000
Medical Expense Limit (any one person):	\$ 50,000

Comprehensive Auto Liability (owned, hired and non-owned)

Bodily Single Limit:	\$500,000 each accident
Injury and property damage:	\$500,000 each accident
Policy Limit:	\$500,000

Umbrella Excess Liability

Each occurrence and aggregate:	\$500,000
Maximum deductible:	\$ 10,000

EXHIBIT D

AFFIDAVIT

Grant Koverer, being first duly sworn, deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by DEAD EQUIPMENT (the "Employer") in the position of Sales Representative / Agent
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer is enrolled and participates in the federal E-Verify program and has provided documentation of such enrollment and participation to the City of Carmel, Indiana.
5. The Company does not knowingly employ any unauthorized aliens.

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 7 day of March, 2023

Grant Koverer
Printed: Grant Koverer / Agent

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.

Grant Koverer
Printed: Grant Koverer / Agent

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

108578

THIS NUMBER MUST APPEAR ON INVOICES, A/P
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
3/3/2023			377073	Grounds equipment

VENDOR BEARD EQUIPMENT COMPANY INC
331 SOUTH COOPER AVE

SHIP TO Brookshire Golf Course
12120 Brookshire Pkwy.
Carmel, IN 46033-

CINCINNATI, OH 45215 -

(317) 846-7431

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
74832				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1207 Fund: 0 Capital Lease Fund

Account: 44-635.00

1 Each

equipment

\$127,692.00

\$127,692.00

Sub Total

\$127,692.00



Send Invoice To:
Brookshire Golf Course

12120 Brookshire Pkwy.
Carmel, IN 46033-
(317) 846-7431

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$127,692.00

SHIPPING INSTRUCTIONS

- *SHIP PREPAID.
- *C.O.D. SHIPMENT CANNOT BE ACCEPTED.
- *PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL
- *THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945 AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

PAYMENT

*A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

Bob Higgins

Bob Higgins

TITLE

General Manager/Superintendent

CONTROLLER

CONTROL NO. 108578



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is hereby made and entered into by and between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety (hereinafter "City"), and Clark Dietz, Inc. (hereinafter "Professional").

RECITALS

WHEREAS City owns and is responsible for the operation and maintenance of its property, personnel, public works and infrastructure; and

WHEREAS, from time to time, City needs professional assistance in fulfilling its foregoing responsibilities; and

WHEREAS, Professional is experienced in providing and desires to provide to City the professional services ("Services") referenced herein; and

WHEREAS, City desires to engage Professional as an independent contractor for the purpose of providing to City the Services referenced herein;

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and conditions set forth herein, City and Professional mutually agree as follows:

SECTION 1 INCORPORATION OF RECITALS

The foregoing Recitals are hereby incorporated into this Agreement and made a part hereof.

SECTION 2 SCOPE OF SERVICES

- 2.1 City desires to engage Professional as an independent contractor for the Services set forth in attached Exhibit A, incorporated herein by this reference.
- 2.2 Professional understands and agrees that City may, from time to time, request Professional to provide additional or modified Services to City. When City desires additional Services from Professional, the City shall notify Professional of such additional Services desired, as well as the time frame in which same are to be provided. Only after City has approved Professional's time and cost estimate for the provision of such additional Services, has encumbered sufficient monies to pay for same, and has authorized Professional, in writing, to provide such additional Services, shall such Services be provided by Professional to City. A copy of the City's authorization documents for the purchase of additional Services shall be numbered and attached hereto in the order in which they are approved by City.
- 2.3 Time is of the essence of this Agreement.

SECTION 3 CITY'S RESPONSIBILITIES

- 3.1 City shall provide such information as is reasonably necessary for Professional to understand the Services requested.
- 3.2 City shall provide all data required for provision of Services. Professional may assume that all data so provided is correct and complete.
- 3.3 City shall arrange for Professional to enter upon public and private property as reasonably required for Professional to perform the Services.
- 3.4 City shall designate payment of the Services from City budget appropriation number 2200 0 44-628.71 2022 Bond funds.
- 3.5 City shall designate the Mayor or his duly authorized representative to act on City's behalf on all matters regarding the Services.

SECTION 4 PROFESSIONAL'S RESPONSIBILITIES

- 4.1 Professional shall perform the Services pursuant to the terms of this Agreement and within any applicable time and cost estimate.
- 4.2 Professional shall coordinate with City its performance of the Services.
- 4.3 Professional shall provide the Services by following and applying at all times reasonable and lawful standards as accepted in the industry.

SECTION 5 COMPENSATION

- 5.1 Professional estimates that the total price for the Services to be provided to City hereunder shall be no more than Two Hundred Seventy Six Thousand Four Hundred Twenty Dollars (\$276,420.00) (the "Estimate"). Professional shall submit an invoice to City no more than once every thirty (30) days for Services provided City during the time period encompassed by such invoice. Invoices shall be submitted on a form containing the same information as that contained on the Professional Services Invoice attached hereto as Exhibit B, incorporated herein by this reference. City shall pay Professional for all undisputed Services rendered and stated on such invoice within thirty five (35) days from the date of City's receipt of same.
- 5.2 Professional agrees not to provide any Services to City that would cause the total cost of same to exceed the Estimate, without City's prior written consent.

SECTION 6 TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Section 7.1 hereinbelow, this Agreement shall be in effect from the Effective Date through December 31, 2023, and shall, on the first day of each January thereafter, automatically renew for a period of one (1) calendar year, unless otherwise agreed by the parties hereto.

SECTION 7 MISCELLANEOUS

7.1 Termination

- 7.1.1 The obligation to provide all or any portion of the Services under this Agreement may be terminated by City or Professional, without cause, upon thirty (30) days' notice.
- 7.1.2 The obligation to provide all or any portion of the Services under this Agreement may be terminated by City, for cause, immediately upon Professional's receipt of City's "Notice to Cease Services."
- 7.1.3 In the event of full or partial Agreement termination, and as full and complete compensation hereunder, Professional shall be paid for all such Services rendered and expenses incurred as of the date of termination that are not in dispute, except that such payment amount shall not exceed the Estimate. Disputed compensation amounts shall be resolved as allowed by law.

7.2 Binding Effect

City and Professional, and their respective officers, officials, agents, partners and successors in interest are bound to the other as to all Agreement terms, conditions and obligations.

7.3 No Third Party Beneficiaries

Nothing contained herein shall be construed to give rights or benefits to anyone other than the parties hereto.

7.4 Relationship

The relationship of the parties hereto shall be as provided for in this Agreement, and neither Professional nor any of its agents, employees or contractors are City employees. Professional shall have the sole responsibility to pay to or for its agents, employees and contractors all statutory, contractual and other benefits and/or obligations as they become due. Professional hereby warrants and indemnifies City for and from any and all costs, fees, expenses and/or damages incurred by City as a result of any claim for wages, benefits or otherwise by any agent, employee or contractor of Professional regarding or related to the subject matter of this Agreement. This indemnification obligation shall survive the termination of this Agreement.

7.5 Insurance

7.5.1 Professional shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and City from the claims set forth below which may arise out of or result from Professional's operations under this Agreement, whether such operations be by Professional or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

- 1) Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;
- 2) Claims for damages because of bodily injury and personal injury, including death, and;
- 3) Claims for damages to property.

Professional's insurance shall be not less than the amounts shown below:

A.	Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, Contractual liability, product/completed operations	
	Each Occurrence Limit	\$1,000,000.00
	Damage to Rented Premises	\$100,000.00 (each occurrence)
	Medical Expense Limit	\$5,000.00
	Personal and Advertising Injury Limit	\$500,000.00
	General Aggregate Limit	\$2,000,000.00 (Other than Products Completed Operations)
	NOTE: GENERAL AGGREGATE TO APPLY PER PROJECT	
	Products/Completed Operations	\$1,000,000.00
B.	Auto Liability	\$1,000,000.00 (combined single limit) (owned, hired & non-owned)
	Bodily injury & property damage	\$1,000,000.00 each accident
C.	Excess/Umbrella Liability	\$2,000,000 (each occurrence)

- and aggregate)
- D. Worker's Compensation & Disability Statutory
 - E. Employer's Liability:
 - Bodily Injury by Accident/Disease: \$100,000 each employee
 - Bodily Injury by Accident/Disease: \$250,000 each accident
 - Bodily Injury by Accident/Disease: \$500,000 policy limit
 - F. Professional Liability Insurance. The Professional shall carry and maintain during the continuance of this Agreement, professional liability insurance in the amount of \$2,000,000 for single limit claims and \$3,000,000 in the aggregate. The Professional's policy of insurance shall contain prior acts coverage sufficient to cover all Services performed by the Professional for this Project. Upon City's request, Professional shall give prompt written notice to City of any and all claims made against this policy during the period in which this policy is required to be maintained pursuant to this Agreement. If the insurance is written on a claims-made basis and coverage is cancelled at any time, the Professional will obtain, at its cost, an extended reporting endorsement which provides continuing coverage for claims based upon alleged acts or omissions during the term of the Agreement until all applicable statute of limitation periods have expired.

7.5.2 Professional shall provide the City with a certificate of insurance, naming the City as an "additional insured," showing such coverage then in force (but not less than the amount shown above) shall be filed with City prior to commencement of any work. These certificates shall contain a provision that the policies and the coverage afforded will not be canceled until at least thirty (30) days after written notice has been given to City.

7.5.3 Professional may, with the prior approval of the City, substitute different types of coverage for those specified if the total amount of required protection is not reduced. Professional shall be responsible for all deductibles.

7.5.4 Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of Professional to the above enumerated amounts.

7.6 Liens

Professional shall not cause or permit the filing of any lien on any of City's property. In the event such a lien is filed and Professional fails to remove it within ten (10) days after the date of filing, City shall have the right to pay or bond over such lien at Professional's sole cost and expense.

7.7 Default

In the event Professional: (a) repudiates, breaches or defaults under any of the terms or conditions of this Agreement, including Professional's warranties; (b) fails to perform the Services as specified; (c) fails to make progress so as to endanger timely and proper completion of the Services and does not correct such failure or breach within five (5) business days after receipt of notice from City specifying same; or (d) becomes insolvent, files, or has filed against it, a petition for receivership, makes a general assignment for the benefit of creditors or dissolves, each such event constituting an event of default hereunder, City shall have the right to terminate all or any part of this Agreement, without liability to Professional and to exercise any other rights or remedies available to it at law or in equity.

7.8 Government Compliance

Professional agrees to comply with all laws, executive orders, rules and regulations applicable to Professional's performance of its obligations under this Agreement, all relevant provisions of which being hereby incorporated herein by this reference, to keep all of Professionals' required professional licenses and certifications valid and current, and to indemnify and hold harmless City from any and all losses, damages, costs, liabilities, damages, costs and attorney fees resulting from any failure by Professional to do so. This indemnification obligation shall survive the termination of this Agreement.

7.9 Indemnification

Professional shall indemnify and hold harmless City and its officers, officials, employees and agents from all losses, liabilities, claims, judgments and liens, including, but not limited to, all damages, costs, expenses and attorney fees arising out of any intentional or negligent act or omission of Professional and/or any of its employees, agents or contractors in the performance of this Agreement. This indemnification obligation shall survive the termination of this Agreement.

7.10 Discrimination Prohibition

Professional represents and warrants that it and each of its employees, agents and contractors shall comply with all existing and future laws prohibiting discrimination against any employee, applicant for employment and/or other person in the subcontracting of work and/or in the performance of any Services contemplated by this Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, subcontracting or work performance hereunder because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status or Vietnam era veteran status. This indemnification obligation shall survive the termination of this Agreement.

7.11 E-Verify

Pursuant to I.C. § 22-5-1.7 et seq., Professional shall enroll in and verify the work eligibility status of all of its newly-hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement. Professional is further required to execute the attached Affidavit, herein referred to as Exhibit C, which is an Affidavit affirming that: (i) Professional is enrolled and is participating in the E-Verify program, and (ii) Professional does not knowingly employ any unauthorized aliens. This Addendum incorporates by reference, and in its entirety, attached Exhibit C. In support of the Affidavit, Professional shall provide the City with documentation that it has enrolled and is participating in the E-Verify program. This Agreement shall not take effect until said Affidavit is signed by Professional and delivered to the City's authorized representative.

Should Professional subcontract for the performance of any work under this Addendum, the Professional shall require any subcontractor(s) to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) the subcontractor has enrolled and is participating in the E-Verify program. Professional shall maintain a copy of such certification for the duration of the term of any subcontract. Professional shall also deliver a copy of the certification to the City within seven (7) days of the effective date of the subcontract.

If Professional, or any subcontractor of Professional, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the Professional or subcontractor subsequently learns is an unauthorized alien, Professional shall terminate the employment of or contract with the unauthorized alien within thirty (30) days ("Cure Period"). Should the Professional or any subcontractor of Professional fail to cure within the Cure Period, the City has the right to terminate this Agreement without consequence.

The E-Verify requirements of this Agreement will not apply, should the E-Verify program cease to exist.

7.12 Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that provision shall be stricken, and all other provisions of this Agreement that can operate independently of same shall continue in full force and effect.

7.13 Notice

Any notice, invoice, order or other correspondence required or allowed to be sent pursuant to this Agreement shall be written and either hand-delivered or sent by prepaid U.S. certified mail, return receipt requested, addressed to the parties as follows:

CITY:

City of Carmel
Engineering Department
One Civic Square
Carmel, Indiana 46032

City of Carmel
Office of Corporation Counsel
One Civic Square
Carmel, Indiana 46032

PROFESSIONAL:

Clark Dietz, Inc.
125 W Church Street
Champaign, Illinois 61820

Notwithstanding the above, City may orally provide to Professional any notice required or permitted by this Agreement, provided that such notice shall also then be sent as required by this paragraph within ten (10) business days from the date of such oral notice.

7.14 Effective Date

The effective date ("Effective Date") of this Agreement shall be the date on which the last of the parties hereto executes same.

7.15 Governing Law; Lawsuits

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, except for its conflict of laws provisions, as well as by all ordinances and codes of the City of Carmel, Indiana. The parties agree that, in the event a lawsuit is filed hereunder, they waive any right to a jury trial they may have, agree to file such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

7.16 Waiver

Any delay or inaction on the part of either party in exercising or pursuing its rights and/or remedies hereunder or under law shall not operate to waive any such rights and/or remedies nor in any way affect the rights of such party to require such performance at any time thereafter.

7.17 Non-Assignment

Professional shall not assign or pledge this Agreement nor delegate its obligations hereunder without City's prior written consent.

7.18 Entire Agreement

This Agreement contains the entire agreement of and between the parties hereto with respect to the subject matter hereof, and no prior agreement, understanding or representation pertaining to such subject matter, written or oral, shall be effective for any purpose. No provision of this Agreement may be amended, added to or subtracted from except by an agreement in writing signed by both parties hereto and/or their respective successors in interest. To the extent any provision contained in this Agreement conflicts with any provision contained in any exhibit attached hereto, the provision contained in this Agreement shall prevail.

7.19 Representation and Warranties

Each party hereto represents and warrants that it is authorized to enter into this Agreement and that any person or entity executing this Agreement on behalf of such party has the authority to bind such party or the party which they represent, as the case may be.

7.20 Headings

All headings and sections of this Agreement are inserted for convenience only and do not form a part of this Agreement nor limit, expand or otherwise alter the meaning of any provision hereof.

7.21 Advice of Counsel

The parties warrant that they have read this Agreement and fully understand it, have had an opportunity to obtain the advice and assistance of counsel throughout the negotiation of same, and enter into same freely, voluntarily, and without any duress, undue influence or coercion.

7.22 Copyright

City acknowledges that various materials which may be used and/or generated by Professional in performance of Services, including forms, job description formats, comprehensive position questionnaire, compensation and classification plan and reports are copyrighted. City agrees that all ownership rights and copyrights thereto lie with Professional, and City will use them solely for and on behalf of its own operations. City agrees that it will take appropriate action with its employees to satisfy its obligations with respect to use, copying, protection and security of Professional's property.

7.23 Personnel

Professional represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with City. All of the services required hereunder will be performed by Professional or under his supervision and all personnel engaged in the work shall be fully qualified to perform such services.

7.24 Records and Inspections

Professional shall maintain full and accurate records with respect to all matters covered under this agreement for three (3) years after the expiration or early termination of this Agreement. City shall have free access at all proper times to such records and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, proceedings and activities.

7.25 Accomplishment of Project

Professional shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing the project, Professional shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on within City's organization.

7.26 Debarment And Suspension

7.26.1 The Professional certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Professional.

7.26.2 The Professional certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Professional shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required by the City to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

7.27 Access to Public Records Act

Professional understands and agrees that any "public record", as that term is defined in Indiana Code 5-14-3-2(m), as amended, that is related to the subject matter of this Agreement, whether the same is in the possession or control of the Professional or the City, shall be subject to release under and pursuant to the provisions of Indiana's Access to Public Records Act, as codified in Indiana Code 5-14-3-1, et seq., as amended.

7.28 Iran Certification

Pursuant to I.C. § 5-22-16.5, the Professional shall certify that, in signing this Agreement, it does not engage in investment activities within the Country of Iran.

Clark Dietz, Inc.
Engineering Department - 2023
Appropriation #2200 0 44-628.71 2022 Bond Fund; P.O.#108581
Contract Not To Exceed \$276,420.00

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as follows:

CITY OF CARMEL, INDIANA
by and through its Board of Public
Works and Safety

Clark Dietz, Inc.

BY:

BY:



James Brainard, Presiding Officer

Authorized Signature

Date: _____

Printed Name: Kevin Hetrick

Mary Ann Burke, Member

Title: Senior Vice President

Date: _____

FID/TIN: 37-1212051

Lori S. Watson, Member

Date: March 7, 2023

Date: _____

ATTEST:

Sue Wolfgang, Clerk

Date: _____

Exhibit A

Clark Dietz
99TH Street Path from Westfield Blvd to Haverstick Road

City of Carmel

99th Street Path from Westfield Blvd to Haverstick Road Carmel, IN

Project and Scope Description

The project entails the design of a 10-foot wide multi-purpose path along 99th Street, extending from Westfield Boulevard to Haverstick Road.

Work Items:

The tasks below are described in detail in the following pages:

- Task 1** **Topographic Survey and Right of Way Research**
- Task 2** **Design**
- Task 3** **Utility Coordination**
- Task 4** **Rule 5 Permit**
- Task 5** **Right of Way Engineering**

City of Carmel will perform: Right of Way Services.

No geotechnical investigation or pavement design will be performed as part of this scope of work.

Task 1 – Topographic Survey Data Collection

Objective

The objective of this task is to obtain the planimetric and topographical survey data for the Project.

Results/Deliverables

The deliverables for this task include the following:

- Reference ties for control points and benchmarks
- Property information
- Utility contact information
- Survey field book and electronic files
- Location Control Route Survey Plat (LCRSP)

Activity

Clark Dietz will perform the following activities.

- Survey the project location 50 foot left of centerline and 50 foot right of centerline. Perform design survey in sufficient detail to obtain topographic and planimetric data.
- Obtain section corner, right-of-way, center line, easement, and state plane coordinate information as necessary to satisfactorily complete the basic field survey service.
- Obtain last deed of record, subdivision plats, and section or auditor plats for all properties within the project limits. The property information shall include parcel number, property owner's name, mailing address and property location.
- Send survey notice letters to property owners within project area prior to field work.
- Establish Primary Horizontal Control within the project limits using INCORS (INGCS Hamilton) coordinate system.
- Establish on-site elevation using NGS or DNR benchmarks or INCORS (INGCS Hamilton). Set temporary bench-marks within the project limits such that elevation datum can be re-established during construction.
- Tie in the survey base lines to available USPLSS section corners and/or existing property/right-of-way monumentation. All necessary section corners will be located or reestablished to adequately define property lines along the limits of the project during the Right-of-way Engineering or Easement Acquisition phase.
- Plot right-of-way and property lines based on observed physical evidence and record documents acquired from local government agencies.
- Obtain existing utility locations utility locations provided will be based on Indiana 811 locations
- Develop and Record a Location Control Route Survey Plat

Task 2 –Design

Plans, quantities, cost estimate, and bid documents will be developed.

Results/Deliverables

The deliverables are the plans and contract documents:

- Preliminary Layout discussion - Client Meeting
- PFC Plans
- PFC Meeting On-site
- 90% (Stage 3) Plans and draft Project Manual
- 90% Review - Client Meeting
- Final Tracings and Documents PFC Plans

City of Carmel standards and contract front end documents will be used wherever available, with INDOT specs and standards otherwise.

Activities and Assumptions

- 10 foot wide multi-use path will be installed along 99th Street between Westfield Boulevard and Haverstick Road. Path will generally be offset 5 to 10 feet from edge of pavement.
- Initial scope of work will include preliminary assessment of north and south sides of 99th to determine where path will be located. North side of road includes overhead, gas, and Trico utilities, and more parcels of right of way than south side. South side is wooded and a Carmel Water main is located there. Utility, right-of-way, and cost assessments will be made to decide where path will be located.
- 99th Street will be open to through traffic during construction, with daytime lane closures. Access will be maintained to all properties throughout construction.
- Drainage will generally be conveyed through shallow ditches, similar to existing conditions. Storm sewers and driveway culverts will be needed in limited locations. A drainage assessment report will be performed during development of preliminary plans to further refine drainage design.
- ADA compliant curb ramps will be constructed at all cross streets.
- No geotechnical investigation or pavement design is needed.
- No storm water detention will be installed.
- No public meetings will be needed.
- No lighting will be installed.
- Clark Dietz will prepare Project Manual bid document in accordance with Carmel standards and front-end bid documents. Technical Specifications will be added from Carmel's list of technical specifications and written as unique technical specifications, as needed.
- During bidding, Clark Dietz will respond to reasonable inquiries concerning accuracy and intent of plans during advertisement and bidding.
- Clark Dietz will attend preconstruction conference.
- During construction, Clark Dietz will respond to reasonable inquiries concerning accuracy and intent of plans during construction.

Task 3 – Utility Coordination

Clark Dietz will complete utility coordination services in accordance with 105 IAC 13.

Assumptions

- There is a significant overhead facility on the north side of 99th Street. Carmel and Trico water and sanitary are also present, as well as gas facilities. Minor relocations are expected and Clark Dietz will receive work plans from each of these utilities. No reimbursement agreements will be needed.

Task 4 – Rule 5 Permit

Over one acre of ground disturbance will occur and Clark Dietz will secure IDEM Rule 5 permit. Clark Dietz will develop Erosion Control Plans and submit necessary documentation and plans package to IDEM.

Assumptions

No streams or wetlands will be impacted and no 401/404 permitting will need performed.

Task 5 – Right of Way Engineering

Objective

The objective of this task is to develop the right-of-way engineering parcel packets and final right-of-way plans for the project.

Results/Deliverables

There are 15-20 parcels on the north and south sides of 99th Street. Right of way research will be performed and for any properties requiring right-of-way acquisition, deliverables will include the following:

- 20-year Title and Encumbrance Reports
- Right of Way Engineering Parcel packets
- Right of Way Plans
- Right of Way Staking

Schedule

PFC Plans	Within 90 days of NTP
PFC Meeting	Within 30 days of PFC Plan Submittal
RW Engineering	Within two months of PFC Meeting
90% Plans	December 15, 2023
Bid Documents	January 31, 2024



99th Street Path from Westfield Blvd to Haverstick Road

City of Carmel, IN

Fee Summary

2/10/2023

Trail Design Items

Design Task Description	Fee	Payment Method
Field Survey and Location Control Route Survey	\$ 32,770.00	Lump Sum
Trail Design (FFC Plans, Stage 3 Plans, Final Tracings)	\$ 141,050.00	Lump Sum
Utility Coordination	\$ 25,700.00	Lump Sum
Rule 5 Permit	\$ 9,000.00	Lump Sum
	\$ 208,520.00	

RW Engineering Task Description

Title Research (18 parcels at \$500 each)	\$8,500	Unit Cost
RW Engineering (18 parcels at \$2,800 each)	\$50,400	Unit Cost
RW Staking (18 parcels at \$500 each)	\$9,000	Unit Cost
	\$67,900	

EXHIBIT B Invoice

Date: _____

Name of Company: _____

Address & Zip: _____

Telephone No.: _____

Fax No.: _____

Project Name: _____

Invoice No. _____

Purchase Order No: _____

Person Providing Goods/Services	Date Goods/Service Provided	Goods/Services Provided (Describe each good/service separately and in detail)	<u>Goods</u>	<u>Services</u>	Total
			Cost Per Item	Hourly Rate/Hours Worked	
		<i>GRAND TOTAL</i>			

Signature

Printed Name

EXHIBIT C

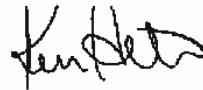
AFFIDAVIT

Kevin Michael Hetrick, being first duly sworn, deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by Clark Dietz (the "Employer")
in the position of Regional Director
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer is enrolled and participates in the federal E-Verify program and has provided documentation of such enrollment and participation to the City of Carmel, Indiana.
5. The Company does not knowingly employ any unauthorized aliens.

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 7th day of March, 2023.



Printed: Kevin Hetrick

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.



Printed: Kevin Hetrick

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

108581

THIS NUMBER MUST APPEAR ON INVOICES, A/P
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO	VENDOR NO	DESCRIPTION	
3/6/2023			060650	22-ENG-05 - 99th St Path from Westfield Blvd to Haverstick Rd - Design	
CLARK DIETZ, INC VENDOR 125 W CHURCH STREET CHAMPAIGN, IL 61820 -		City Engineering's Office SHIP TO 1 Civic Square Carmel, IN 46032- Laurie Slick			
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS		FREIGHT
74710					
QUANTITY	UNIT OF MEASURE		DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 0 2022 Bond

Account: 44-628.71

1 Each	22-ENG-05 - 99th St Path from Westfield Blvd to Haverstick Rd - Design	\$276,420.00	\$276,420.00
		Sub Total	\$276,420.00



Send Invoice To:

Jill Newport
CrossRoad Engineers, PC
115 N. 17th Avenue
Beech Grove, IN 46107

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$276,420.00

SHIPPING INSTRUCTIONS

*SHIP PREPAID
*C O D SHIPMENT CANNOT BE ACCEPTED
*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL
*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 59, ACTS 1945
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO

PAYMENT

*A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

Jeremy Kashman
Director

James Crider
Director of Administration

TITLE

CONTROLLER

CONTROL NO. **108581**

**ADDITIONAL SERVICES AMENDMENT TO
AGREEMENT FOR GOODS AND SERVICES**



THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and AG Productions, LLC, (the "Vendor"), as City Contract dated January 23, 2019 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as follows:

CITY OF CARMEL, INDIANA
by and through its Board of Public
Works and Safety

AG Productions, LLC

By:

By:

James Brainard, Presiding Officer



Authorized Signature

Date: _____

Jennifer Cisternino

Printed Name

Mary Ann Burke, Member

Vice President

Title

Date: _____

FID/TIN: 47-3477548

Lori S. Watson, Member

Date: _____

Date: 03/08/2023

ATTEST:

Sue Wolfgang, Clerk

Date: _____



Carmel - Video Strat/Production/YouTube

Carmel Indiana

One Civic Square
Carmel, IN 46032

Nancy S Heck

nheck@carmel.in.gov
(317) 571-2474

Melanie Brewer

mbrewer@carmel.in.gov
317-571-2495

Reference: 20221122-075807241

Quote created: November 22, 2022

Quote expires: February 28, 2023

Quote created by: Adam Grubb

adam@adamgrubbmedia.com

Thank you for your intended collaboration with Adam Grubb Media.

We are excited about the opportunity to embark on your video marketing journey together. Our company creates videos that evoke emotion from viewers, empower your employees, and drive prospects to action.

We are looking forward to the opportunity to be your marketing partner and not only producing compelling video but also a video and marketing strategy to help elevate your brand.

Please note by signing this quote you are agreeing to our [Terms & Conditions](#). Please be sure to review prior to signing.

Products & Services

Item & Description	Quantity	Unit Price	Total
YouTube Management, Educational, Website, Promotional, and Social Video Creation and Strategy The breakdown of projects for each year, and any revisions made to the scope of projects throughout the year, will be approved in writing by CRED staff.	1	\$52,800.00	\$52,800.00

Subtotals

One-time subtotal			\$52,800.00
	Total		\$52,800.00

Purchase terms

Questions? Contact me



Adam Grubb
 adam@adamgrubbmedia.com

Adam Grubb Media
 85 Ashbourne Circle
 NOBLESVILLE, IN 46060
 United States

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

108570

THIS NUMBER MUST APPEAR ON INVOICES, A/P
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
2/28/2023			372634	VIDEO MARKETING, CONTENT MANAGEMENT AND PRODUCTION
AG PRODUCTIONS, LLC VENDOR 85 ASHBOURNE CIRCLE NOBLESVILLE, IN 46060 -		COMMUNITY RELATIONS SHIP TO 1 CIVIC SQ Carmel, IN 46032-		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
74570				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1203 Fund: 101 General Fund

Account: 43-419.70

1 Each

VIDEO MARKETING, CONTENT MANAGEMENT AND PRODUCTION

\$52,800.00

\$52,800.00

Sub Total

\$52,800.00



Send Invoice To:

COMMUNITY RELATIONS

1 Civic Square

Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				PAYMENT \$52,800.00

SHIPPING INSTRUCTIONS

*SHIP PREPAID.

*C.O.D. SHIPMENT CANNOT BE ACCEPTED.

*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL

*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945 AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

PAYMENT

\$52,800.00

* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

Nancy S. Heck

Nancy Heck
Director

James Crider

James Crider
Director of Administration

TITLE

CONTROLLER

CONTROL NO. **108570**

AGREEMENT FOR PURCHASE OF GOODS AND SERVICES

THIS AGREEMENT FOR PURCHASE OF GOODS AND SERVICES ("Agreement") is hereby entered into by and between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety ("City"), and CorGroup, LLC an entity duly authorized to do business in the State of Indiana ("Vendor").

TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:**
Vendor acknowledges that it has read and understands this Agreement, and agrees that its execution of same constitutes its acceptance of all of the Agreement's terms and conditions.
2. **PERFORMANCE:**
City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 2200 0 44-628.71 2020 Road Bond funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.
3. **PRICE AND PAYMENT TERMS:**
 - 3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than Twenty Two Thousand Seven Hundred Dollars (\$22,700.00) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within thirty-five (35) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.
 - 3.2 Vendor agrees not to provide any Goods and Services to City that would cause the total cost of the Goods and Services provided by Vendor to City hereunder to exceed the Estimate, unless City has previously agreed, in writing, to pay an amount in excess thereof.
4. **WARRANTY:**
Vendor expressly warrants that the Goods and Services covered by this Agreement will conform to those certain specifications, descriptions and/or quotations regarding same as were provided to Vendor by City and/or by Vendor to and accepted by City, all of which documents are incorporated herein by reference, and that the Goods and Services will be delivered in a timely, good and workmanlike manner and free from defect. Vendor acknowledges that it knows of City's intended use and expressly warrants that the Goods and Services provided to City pursuant to this Agreement have been selected by Vendor based upon City's stated use and are fit and sufficient for their particular purpose.
5. **TIME AND PERFORMANCE:**
This Agreement shall become effective as of the last date on which a party hereto executes same ("Effective Date"), and both parties shall thereafter perform their obligations hereunder in a timely manner. Time is of the essence of this Agreement.

6. DISCLOSURE AND WARNINGS:

If requested by City, Vendor shall promptly furnish to City, in such form and detail as City may direct, a list of all chemicals, materials, substances and items used in or during the provision of the Goods and Services provided hereunder, including the quantity, quality and concentration thereof and any other information relating thereto. At the time of the delivery of the Goods and Services provided hereunder, Vendor agrees to furnish to City sufficient written warning and notice (including appropriate labels on containers and packing) of any hazardous material utilized in or that is a part of the Goods and Services.

7. LIENS:

Vendor shall not cause or permit the filing of any lien on any of City's property. In the event any such lien is filed and Vendor fails to remove such lien within ten (10) days after the filing thereof, by payment or bonding, City shall have the right to pay such lien or obtain such bond, all at Vendor's sole cost and expense.

8. DEFAULT:

In the event Vendor: (a) repudiates, breaches or defaults under any of the terms or conditions of this Agreement, including Vendor's warranties; (b) fails to provide the Goods and Services as specified herein; (c) fails to make progress so as to endanger timely and proper provision of the Goods and Services and does not correct such failure or breach within five (5) business days (or such shorter period of time as is commercially reasonable under the circumstances) after receipt of notice from City specifying such failure or breach; or (d) becomes insolvent, is placed into receivership, makes a general assignment for the benefit of creditors or dissolves, each such event constituting an event of default hereunder, City shall have the right to (1) terminate all or any parts of this Agreement, without liability to Vendor; and (2) exercise all other rights and remedies available to City at law and/or in equity.

9. INSURANCE AND INDEMNIFICATION:

Vendor shall procure and maintain in full force and effect during the term of this Agreement, with an insurer licensed to do business in the State of Indiana, such insurance as is necessary for the protection of City and Vendor from all claims for damages under any workers' compensation, occupational disease and/or unemployment compensation act; for bodily injuries including, but not limited to, personal injury, sickness, disease or death of or to any of Vendor's agents, officers, employees, contractors and subcontractors; and, for any injury to or destruction of property, including, but not limited to, any loss of use resulting therefrom. The coverage amounts shall be no less than those amounts set forth in attached Exhibit C. Vendor shall cause its insurers to name City as an additional insured on all such insurance policies, shall promptly provide City, upon request, with copies of all such policies, and shall provide that such insurance policies shall not be canceled without thirty (30) days prior notice to City. Vendor shall indemnify and hold harmless City from and against any and all liabilities, claims, demands or expenses (including, but not limited to, reasonable attorney fees) for injury, death and/or damages to any person or property arising from or in connection with Vendor's provision of Goods and Services pursuant to or under this Agreement or Vendor's use of City property.

Vendor further agrees to indemnify, defend and hold harmless City and its officers, officials, agents and employees from all claims and suits of whatever type, including, but not limited to, all court costs, attorney fees, and other expenses, caused by any act or omission of Vendor and/or of any of Vendor's agents, officers, employees, contractors or subcontractors in the performance of this Agreement. These indemnification obligations shall survive the termination of this Agreement.

10. **GOVERNMENT COMPLIANCE:**
Vendor agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes which may be applicable to Vendor's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. Vendor agrees to indemnify and hold harmless City from any loss, damage and/or liability resulting from any such violation of such laws, orders, rules, regulations and codes. This indemnification obligation shall survive the termination of this Agreement.
11. **NONDISCRIMINATION:**
Vendor represents and warrants that it and all of its officers, employees, agents, contractors and subcontractors shall comply with all laws of the United States, the State of Indiana and City prohibiting discrimination against any employee, applicant for employment or other person in the provision of any Goods and Services provided by this Agreement with respect to their hire, tenure, terms, conditions and privileges of employment and any other matter related to their employment or subcontracting, because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status and/or Vietnam era veteran status.
12. **E-VERIFY:**
Pursuant to I.C. § 22-5-1.7 et seq., as the same may be amended from time to time, and as is incorporated herein by this reference (the "Indiana E-Verify Law"), Vendor is required to enroll in and verify the work eligibility status of its newly-hired employees using the E-Verify program, and to execute the Affidavit attached herein as Exhibit D, affirming that it is enrolled and participating in the E-Verify program and does not knowingly employ unauthorized aliens. In support of the Affidavit, **Vendor shall provide the City with documentation indicating that it has enrolled and is participating in the E-Verify program.** Should Vendor subcontract for the performance of any work under and pursuant to this Agreement, it shall fully comply with the Indiana E-Verify Law as regards each such subcontractor. Should the Vendor or any subcontractor violate the Indiana E-Verify law, the City may require a cure of such violation and thereafter, if no timely cure is performed, terminate this Agreement in accordance with either the provisions hereof or those set forth in the Indiana E-Verify Law. The requirements of this paragraph shall not apply should the E-Verify program cease to exist.
13. **NO IMPLIED WAIVER:**
The failure of either party to require performance by the other of any provision of this Agreement shall not affect the right of such party to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision hereof.
14. **NON-ASSIGNMENT:**
Vendor shall not assign or pledge this Agreement, whether as collateral for a loan or otherwise, and shall not delegate its obligations under this Agreement without City's prior written consent.
15. **RELATIONSHIP OF PARTIES:**
The relationship of the parties hereto shall be as provided for in this Agreement, and neither Vendor nor any of its officers, employees, contractors, subcontractors and agents are employees of City. The contract price set forth herein shall be the full and maximum compensation and monies required of City to be paid to Vendor under or pursuant to this Agreement.
16. **GOVERNING LAW; LAWSUITS:**
This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

17. SEVERABILITY:

If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provisions of this Agreement shall remain in full force and effect.

18. NOTICE:

Any notice provided for in this Agreement will be sufficient if it is in writing and is delivered by postage prepaid U.S. certified mail, return receipt requested, to the party to be notified at the address specified herein:

If to City:	City of Carmel Engineering Department One Civic Square Carmel, Indiana 46032	AND	City of Carmel Office of Corporation Counsel One Civic Square Carmel, Indiana 46032
-------------	---	------------	--

If to Vendor: CorGroup, LLC
8760 Castle Park Drive
Indianapolis, Indiana 46256

Notwithstanding the above, notice of termination under paragraph 19 hereinbelow shall be effective if given orally, as long as written notice is then provided as set forth hereinabove within five (5) business days from the date of such oral notice.

19. TERMINATION:

19.1 Notwithstanding anything to the contrary contained in this Agreement, City may, upon notice to Vendor, immediately terminate this Agreement for cause, in the event of a default hereunder by Vendor and/or if sufficient funds are not appropriated or encumbered to pay for the Goods and Services to be provided hereunder. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount representing conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

19.2 City may terminate this Agreement at any time upon thirty (30) days prior notice to Vendor. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount of conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

19.3 The City may terminate this Agreement pursuant to Paragraph 11 hereof, as appropriate.

20. REPRESENTATIONS AND WARRANTIES

The parties represent and warrant that they are authorized to enter into this Agreement and that the persons executing this Agreement have the authority to bind the party which they represent.

21. ADDITIONAL GOODS AND SERVICES

Vendor understands and agrees that City may, from time to time, request Vendor to provide additional goods and services to City. When City desires additional goods and services from Vendor, the City shall notify Vendor of such additional goods and services desired, as well as the time frame in which same are to be provided. Only after City has approved Vendor's time and cost estimate for the provision of such additional goods and services, has encumbered sufficient monies to pay for same, and has authorized Vendor, in writing, to provide

such additional goods and services, shall such goods and services be provided by Vendor to City. A copy of the City's authorization documents for the purchase of additional goods and services shall be numbered and attached hereto in the order in which they are approved by City.

22. TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Paragraph 19 hereinabove, this Agreement shall be in effect from the Effective Date through December 31, 2023 and shall, on the first day of each January thereafter, automatically renew for a period of one (1) calendar year, unless otherwise agreed by the parties hereto.

23. HEADINGS

All heading and sections of this Agreement are inserted for convenience only and do not form a part of this Agreement nor limit, expand or otherwise alter the meaning of any provision hereof.

24. BINDING EFFECT

The parties, and their respective officers, officials, agents, partners, successors, assigns and legal representatives, are bound to the other with respect to all of the covenants, terms, warranties and obligations set forth in Agreement.

25. NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than City and Vendor.

26. DEBARMENT AND SUSPENSION

26.1 The Vendor certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Vendor.

26.2 The Vendor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Vendor shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required by the City to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

27. IRAN CERTIFICATION

Pursuant to I.C. § 5-22-16.5, the Vendor shall certify that, in signing this Agreement, it does not engage in investment activities within the Country of Iran.

28. ADVICE OF COUNSEL:

The parties warrant that they have read this Agreement and understand it, have had the opportunity to obtain legal advice and assistance of counsel throughout the negotiation of this Agreement, and enter into same freely, voluntarily, and without any duress, undue influence or coercion.

CorGroup, LLC
Engineering Department - 2023
Appropriation #2200 0 44-628.71 2020 Road Bond Fund; P.O. #108571
Contract Not To Exceed \$22,700.00

29. ENTIRE AGREEMENT:

This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Vendor and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 16 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as follows:

CITY OF CARMEL, INDIANA

CorGroup, LLC

by and through its Board of Public
Works and Safety

By:

By:

James Brainard, Presiding Officer

Stephen Cobitt
Authorized Signature

Date: _____

Stephen Cobitt

Printed Name

Mary Ann Burke, Member

President & CEO

Date: _____

Title

Lori S. Watson, Member

FID/TIN: 81-1630170

Date: _____

Date: 3/8/23

ATTEST:

Sue Wolfgang, Clerk

Date: _____



CONSTRUCTION MANAGERS | UNDERGROUND UTILITIES | GENERAL CONTRACTORS

PROPOSAL

Drew Federau
10620 N College Ave
Carmel, IN 46280

January 17, 2023

Dear Drew,

Thank you very much for allowing CorGroup the opportunity to propose our construction services for your project at the address above. That said, our proposal and work outline is below.

SCOPE:

- Remove existing garage door
- Frame in for exterior 3 X 7 door
- Frame windows on both side of exterior door
- Match all existing siding in the work area
- Drywall interior side
- Frame in for additional office space
- Frame in for interior 3 X 7 door
- Drywall interior walls
- This proposal includes all the following costs
 - Permits
 - Dumpsters
 - Demolition
 - Framing
 - Drywall
 - Paint
 - Misc. Materials

Total Cost: \$22,700 (Twenty-Two Thousand, Seven Hundred Dollars)

CorGroup requires a 30% deposit of \$6,800 with the balance upon completion of the final walk through.

We look forward to working together.

Brian

Brian L. Andreatta
VP of Finance and Business Development
CorGroup, LLC
630-546-5852

Insured: Drew Federau
Property: 10620 N College Ave
Carmel, IN 46280

E-mail: drew@drewfed.com

Claim Rep.: Charlie Fehrman
Position: Director of Construction
Company: Midwest Remediation Inc.
Business: 5858 Thunderbird Rd
Indianapolis, IN 46236

E-mail: charlie@mwremediation.com

Estimator: Charlie Fehrman
Position: Director of Construction
Company: Midwest Remediation Inc.
Business: 5858 Thunderbird Rd
Indianapolis, IN 46236

E-mail: charlie@mwremediation.com

Claim Number:

Policy Number:

Type of Loss:

Coverage	Deductible	Policy Limit
Dwelling	\$0.00	\$0.00
Other Structures	\$0.00	\$0.00
Contents	\$0.00	\$0.00

Date of Loss:
Date Inspected: 10/6/2022 2:12 PM

Date Received: 10/4/2022 2:12 PM
Date Entered: 10/10/2022 2:09 PM

Price List: ININ8_OCT22
Restoration/Service/Remodel
Estimate: 22-3856-STR-AI-1

Depreciate Material: Yes
Depreciate Non-material: Yes
Depreciate Removal: No
Depreciate O&P: No
Depreciate Taxes: Yes

22-3856-STR-AI-1

Main Level

Main Level

CAT	SEL	ACT DESCRIPTION	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
	CALC	QTY						
1. DMO	DTRLR	- Tandem axle dump trailer - per load - including dump fees						
	1	1.00 EA		248.06+	0.00 =	0.00	49.62	297.68
2. LAB	SUPERC	+ Commercial Supervision / Project Management - per hour						
	6	6.00 HR		0.00+	75.81 =	0.00	90.98	545.84
3. FEE	FLSRCHG	+ Fuel surcharge						
	1	1.00 EA [*N]		0.00+	700.00 =	0.00	0.00	700.00
Fuel Surcharge based on actual cost comparison to fuel costs one year ago. 3% of gross (rounded), no O&P added.								
4. FEE	TIPF	+ Taxes, insurance, permits & fees (Bid Item)						
	1	1.00 EA [*]		0.00+	675.00 =	0.00	135.00	810.00
Assumption based on recent work in same area. Actual costs may reflect in changes upon incurred costs.								

Total: Main Level

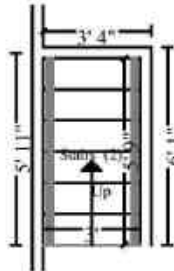
0.00 275.60 2,353.52



Room 1

Height: 10'

840.00 SF Walls	366.17 SF Ceiling
1206.17 SF Walls & Ceiling	366.17 SF Floor
40.69 SY Flooring	84.00 LF Floor Perimeter
84.00 LF Ceil. Perimeter	



Subroom: Stairs (2)

Height: 12' 3"

140.60 SF Walls	17.25 SF Ceiling
157.85 SF Walls & Ceiling	30.83 SF Floor
3.43 SY Flooring	16.64 LF Floor Perimeter
14.50 LF Ceil. Perimeter	

Missing Wall

3' X 12' 3 5/16"

Opens into ROOM 1

CAT	SEL	ACT DESCRIPTION	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
	CALC	QTY						
>>> FRONT WALL <<<								
5. FRM	2X4	- Remove 2" x 4" lumber (.667 BF per LF)		0.62+	0.00 =	0.00	1.24	7.44
	10	10.00 LF						
6. FRM	SH1/2	+ Sheathing - plywood - 1/2" CDX						
	32*3	96.00 SF		0.00+	2.25 =	9.34	45.06	270.40
7. WDV	P>+	+ Vinyl window, picture/fixd, 24-32 sf - High grade						
	2	2.00 EA		0.00+	713.39 =	86.06	302.58	1,815.42

CONTINUED - Room1

CAT	SEL	ACT DESCRIPTION	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
	CALC	QTY						
8. ELE	110	+ 110 volt copper wiring run, box and outlet						
	3	3.00 EA [*]		0.00+	108.60 =	3.88	65.94	395.62
9. SDG	HWRAP	+ House wrap (air/moisture barrier)						
	16*10*2	320.00 SF		0.00+	0.35 =	4.26	23.26	139.52
required by code								
10. FRM	SILLS4	+ Sill seal foam - 4"						
	16	16.00 LF		0.00+	0.34 =	0.15	1.12	6.71
required by code								
>>> BACK WALL <<<<								
11. FRM	LVL12M	+ 1-3/4" x 11-7/8" LVL lumber - material only						
	32	32.00 LF [*]		0.00+	6.78 =	15.19	46.44	278.59
header material for room width per code								
12. FRM	2X4	+ 2" x 4" lumber (.667 BF per LF)						
	16*10	160.00 LF		0.00+	2.81 =	11.20	92.16	552.96
Frame in existing garage door for security at beginning of job.								
13. FRM	LAB	+ Carpenter - General Framers - per hour						
	40	40.00 HR		0.00+	67.32 =	0.00	538.56	3,231.36
frame out garage door pads for track and opener blocks. (2 hours)								
frame out temp wall, deconstruct existing studs for headers, cut studs to length, re-frame, deconstruct temp wall, sheat, wrap, and anchor (38 man hours)								
14. FRM	2X6	+ 2" x 6" lumber (1 BF per LF)						
	30	30.00 LF		0.00+	3.20 =	2.92	19.78	118.70
15. FRM	FRHT	+ Framing hurricane tie						
	9	9.00 EA		0.00+	7.52 =	0.96	13.74	82.38
required by code								
16. FRM	AB1/2>	+ Wedge anchor bolt - 1/2" x 8 1/2"						
	9	9.00 EA		0.00+	12.24 =	1.43	22.32	133.91
17. FRM	SJACK	+ Temporary shoring post - Screw jack (per day)						
	12	12.00 DA		0.00+	41.87 =	0.00	100.48	602.92
3 jacks for 4 days= 12 jack days								
18. DRY	5/8	- Remove 5/8" drywall - hung, taped, floated, ready for paint						
	16*4	64.00 SF		0.49+	0.00 =	0.00	6.28	37.64
19. INS	BTF4+	+ Batt insulation - 4" - R13 - paper / foil faced						
	8*8	64.00 SF		0.00+	0.98 =	2.91	13.12	78.75
20. ELE	MN	+ Electrical - Labor Minimum						
	1	1.00 EA [*]		0.00+	380.01 =	0.00	76.00	456.01
Labor to trace and cap existing electric in area of new garage door								
21. DOR	OH10++>	R Detach & Reset Overhead door & hardware - 10' x 8' - Premium grade						
	1	1.00 EA	354.85	0.00+	0.00 =	0.00	70.98	425.83
22. FNC	OHJ	+ Jamb and trim for overhead door unit						
	25	25.00 LF		0.00+	8.74 =	11.74	46.04	276.28

CONTINUED - Room1

CAT	SEL	ACT DESCRIPTION	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
	CALC	QTY						
23. DOR	LAB	+ Door Installer/Finish Carpenter - per hour						
	1	1.00 HR		0.00+	67.00 =	0.00	13.40	80.40
rerouting electronic eyes and overhead track around existing projector.								
24. FRM	SH1/2	+ Sheathing - plywood - 1/2" CDX						
	64	64.00 SF		0.00+	2.25 =	6.23	30.04	180.27
>>> EXTERIOR <<<								
25. SDG	VINYL+	R Detach & Reset Siding - vinyl - High grade						
	16*11*2	352.00 SF	1.96	0.00+	0.00 =	0.74	138.12	828.78
26. SDG	WDWRP>>	+ Wrap wood window frame & trim with aluminum sheet - XLarge						
	4	4.00 EA		0.00+	315.75 =	27.24	258.04	1,548.28
each opening is wrapped with aluminum - to match existing openings. 2 windows (32') and 1 overhead door (25')								
2 windows = 2 each per description								
1 overhead door = 2 each per measurements								
27. MPR	CLKA	+ Caulking - acrylic						
	80	80.00 LF		0.00+	2.51 =	0.78	40.32	241.90
>>> INTERIOR <<<								
28. DRY	5/8++	+ 5/8" drywall - hung, taped, with smooth wall finish.						
	241	241.00 SF		0.00+	4.01 =	11.30	195.54	1,173.25
29. PNT	SP	+ Seal/prime then paint the surface area (2 coats)						
	16*10*2	320.00 SF		0.00+	1.03 =	4.70	66.86	401.16
seal and primer coat on new/repared walls								
30. PNT	P	+ Paint the surface area - one coat						
	320	320.00 SF		0.00+	0.71 =	3.36	46.12	276.68
31. FNC	B5	+ Baseboard - 5 1/4"						
	32	32.00 LF		0.00+	4.65 =	6.12	30.98	185.90
32. CON	LAB	+ Content Manipulation charge - per hour						
	10	10.00 HR		0.00+	46.96 =	0.00	93.92	563.52
dismantle electronics, store, and reassemble after construction								
>>> EXTERIOR FRAMING/ROOF <<<								
<i>overhang shed roof to match windows existing on front of building for aesthetics, shade, and weather protection. 10' wide, matching existing pitch and overhang.</i>								
33. FRM	2X6	+ 2" x 6" lumber (1 BF per LF)						
	100	100.00 LF		0.00+	3.20 =	9.73	65.94	395.67
34. FRM	1X8	+ 1" x 8" lumber (.667 BF per LF)						
	20	20.00 LF		0.00+	3.61 =	2.38	14.92	89.50
35. FRM	SH1/2	+ Sheathing - plywood - 1/2" CDX						
	30	30.00 SF		0.00+	2.25 =	2.92	14.08	84.50
36. SFG	FACM8	+ Fascia - metal - 8"						
	16	16.00 LF		0.00+	5.90 =	3.12	19.50	117.02
37. SFG	PSFT5/8	+ Soffit - PVC - 5/8"						
	30	30.00 SF		0.00+	9.53 =	11.97	59.58	357.45
38. MTL	SSRFG	+ Standing seam metal roofing						
	30	30.00 SF		0.00+	9.03 =	10.14	56.20	337.24

CONTINUED - Room1

CAT	SEL CALC	ACT DESCRIPTION QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
39. RFG	FELTSU	+ Roofing felt - synthetic underlayment						
	30	30.00 SF		0.00+	46.08 =	45.57	285.60	1,713.57
need to purchase entire roll, not an item we carry over from job to job								
40. SCF	LAB	+ Scaffolding Setup & Take down - per hour						
	2	2.00 HR		0.00+	46.96 =	0.00	18.78	112.70
41. SCF	RENTD	+ Scaffold - per section (per day)						
	8	8.00 DA		0.00+	25.28 =	0.00	40.44	242.68
4 bucks for 2 days.								
42. SFG	WRAPCF	+ Wrap custom fascia with aluminum (PER LF)						
	6	6.00 LF		0.00+	14.82 =	1.40	18.06	108.38
43. PNT	CBL2SP	+ Seal & paint corbel - three coats						
	2	2.00 EA		0.00+	29.33 =	0.18	11.78	70.62
44. RFG	FL20	+ Flashing, 20" wide						
	10	10.00 LF		0.00+	4.46 =	1.41	9.20	55.21
45. FRM	LAB	+ Carpenter - General Frammer - per hour						
	48	48.00 HR		0.00+	67.32 =	0.00	646.28	3,877.64
46. ELE	MN	+ Electrical - Labor Minimum						
	1	1.00 EA		0.00+	286.54 =	0.00	57.30	343.84
47. LIT	X	+ Exterior light fixture						
	2	2.00 EA		0.00+	101.40 =	5.88	41.74	250.42
48. LIT	PHOTO	+ Photo-electric timer for lights						
	1	1.00 EA		0.00+	64.62 =	0.80	13.08	78.50
49. FNC	CBL>	+ Corbel - wood - over 4" wide						
	2	2.00 EA		0.00+	127.04 =	13.62	53.54	321.24
>>> OPEN ITEMS <<<								
50. MAS	LAB	+ Mason - Brick / Stone - per hour						
		0.00 HR				0.00	0.00	0.00
allowance for cement work for overhead door approach as may be required. Unable to tell at this time without removing siding.								
Totals: Room1						319.63	3,824.46	22,946.76
Total: Main Level						319.63	4,100.06	25,300.28
Line Item Totals: 22-3856-STR-AI-1						319.63	4,100.06	25,300.28

Grand Total Areas:

980.60 SF Walls	383.42 SF Ceiling	1,364.01 SF Walls and Ceiling
397.00 SF Floor	44.11 SY Flooring	100.64 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	98.50 LF Ceil. Perimeter
397.00 Floor Area	413.78 Total Area	745.83 Interior Wall Area
845.13 Exterior Wall Area	77.42 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

Coverage	Item Total	%	ACV Total	%
Dwelling	25,002.60	98.82%	25,002.60	98.82%
Other Structures	297.68	1.18%	297.68	1.18%
Contents	0.00	0.00%	0.00	0.00%
Total	25,300.28	100.00%	25,300.28	100.00%

Summary for Dwelling

Line Item Total	20,632.53
Material Sales Tax	319.63
	<hr/>
Subtotal	20,952.16
Overhead	2,025.22
Profit	2,025.22
	<hr/>
Replacement Cost Value	\$25,002.60
Net Claim	\$25,002.60
	<hr/> <hr/>

Charlie Fehrman
Director of Construction

Summary for Other Structures

Line Item Total	248.06
Overhead	24.81
Profit	24.81
	<hr/>
Replacement Cost Value	\$297.68
Net Claim	\$297.68
	<hr/> <hr/>

Charlie Fehrman
Director of Construction

Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)	Material Sales Tax (7%)	Manuf. Home Tax (7%)	Storage Tax (7%)
Line Items	2,050.03	2,050.03	319.63	0.00	0.00
Total	2,050.03	2,050.03	319.63	0.00	0.00

Recap by Room

Estimate: 22-3856-STR-AI-1

Area: Main Level		2,077.92	9.95%
Coverage: Dwelling	88.06% =	1,829.86	
Coverage: Other Structures	11.94% =	248.06	
Room1		18,802.67	90.05%
Coverage: Dwelling	100.00% =	18,802.67	
<hr/>			
Area Subtotal: Main Level		20,880.59	100.00%
Coverage: Dwelling	98.81% =	20,632.53	
Coverage: Other Structures	1.19% =	248.06	
<hr/>			
Subtotal of Areas		20,880.59	100.00%
Coverage: Dwelling	98.81% =	20,632.53	
Coverage: Other Structures	1.19% =	248.06	
<hr/>			
Total		20,880.59	100.00%

Recap by Category

O&P Items			Total	%
CONTENT MANIPULATION			469.60	1.86%
Coverage: Dwelling	@	100.00% =	469.60	
GENERAL DEMOLITION			285.62	1.13%
Coverage: Dwelling	@	13.15% =	37.56	
Coverage: Other Structures	@	86.85% =	248.06	
DOORS			421.85	1.67%
Coverage: Dwelling	@	100.00% =	421.85	
DRYWALL			966.41	3.82%
Coverage: Dwelling	@	100.00% =	966.41	
ELECTRICAL			992.35	3.92%
Coverage: Dwelling	@	100.00% =	992.35	
PERMITS AND FEES			675.00	2.67%
Coverage: Dwelling	@	100.00% =	675.00	
FINISH CARPENTRY / TRIMWORK			621.38	2.46%
Coverage: Dwelling	@	100.00% =	621.38	
FRAMING & ROUGH CARPENTRY			8,192.14	32.38%
Coverage: Dwelling	@	100.00% =	8,192.14	
INSULATION			62.72	0.25%
Coverage: Dwelling	@	100.00% =	62.72	
LABOR ONLY			454.86	1.80%
Coverage: Dwelling	@	100.00% =	454.86	
LIGHT FIXTURES			267.42	1.06%
Coverage: Dwelling	@	100.00% =	267.42	
MOISTURE PROTECTION			200.80	0.79%
Coverage: Dwelling	@	100.00% =	200.80	
METAL STRUCTURES & COMPONENTS			270.90	1.07%
Coverage: Dwelling	@	100.00% =	270.90	
PAINTING			615.46	2.43%
Coverage: Dwelling	@	100.00% =	615.46	
ROOFING			1,427.00	5.64%
Coverage: Dwelling	@	100.00% =	1,427.00	
SCAFFOLDING			296.16	1.17%
Coverage: Dwelling	@	100.00% =	296.16	
SIDING			2,064.92	8.16%
Coverage: Dwelling	@	100.00% =	2,064.92	
SOFFIT, FASCIA, & GUTTER			469.22	1.85%
Coverage: Dwelling	@	100.00% =	469.22	
WINDOWS - VINYL			1,426.78	5.64%
Coverage: Dwelling	@	100.00% =	1,426.78	
O&P Items Subtotal			20,180.59	79.76%
Non-O&P Items			Total	%

Non-O&P Items			Total	%
PERMITS AND FEES			700.00	2.77%
Coverage: Dwelling	@	100.00% =	700.00	
Non-O&P Items Subtotal			700.00	2.77%
O&P Items Subtotal			20,180.59	79.76%
Material Sales Tax			319.63	1.26%
Coverage: Dwelling	@	100.00% =	319.63	
Overhead			2,050.03	8.10%
Coverage: Dwelling	@	98.79% =	2,025.22	
Coverage: Other Structures	@	1.21% =	24.81	
Profit			2,050.03	8.10%
Coverage: Dwelling	@	98.79% =	2,025.22	
Coverage: Other Structures	@	1.21% =	24.81	
Total			25,300.28	100.00%

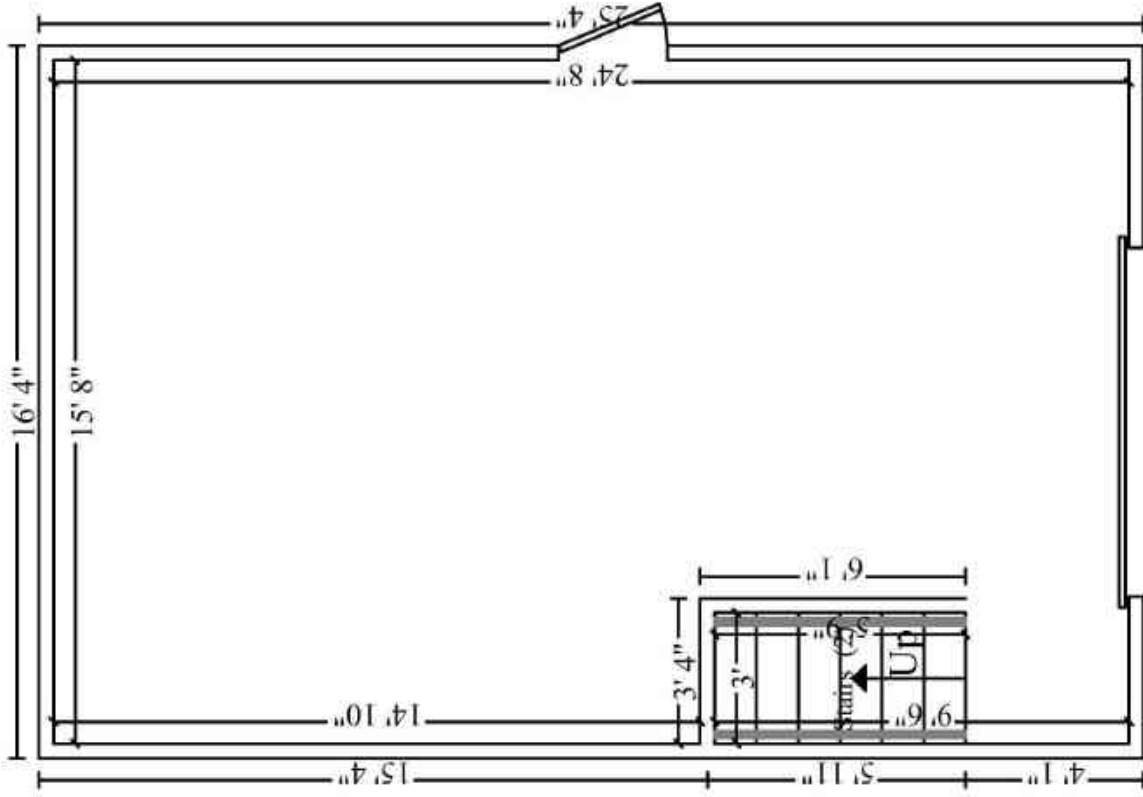


EXHIBIT B Invoice

Date: _____

Name of Company: _____

Address & Zip: _____

Telephone No.: _____

Fax No.: _____

Project Name: _____

Invoice No. _____

Purchase Order No: _____

Person Providing Goods/Services	Date Goods/Service Provided	Goods/Services Provided (Describe each good/service separately and in detail)	<u>Goods</u>	<u>Services</u>	Total
			Cost Per Item	Hourly Rate/Hours Worked	
		<i>GRAND TOTAL</i>			

Signature

Printed Name

EXHIBIT C INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

Bodily Injury by Accident/Disease:	\$100,000 each employee
Bodily Injury by Accident/Disease:	\$250,000 each accident
Bodily Injury by Accident/Disease:	\$500,000 policy limit

Property damage, contractual liability, products-completed operations:

General Aggregate Limit (other than Products/Completed Operations):	\$500,000
Products/Completed Operations:	\$500,000

Personal & Advertising Injury

Policy Limit:	\$500,000
Each Occurrence Limit:	\$250,000
Fire Damage (any one fire):	\$250,000
Medical Expense Limit (any one person):	\$ 50,000

Comprehensive Auto Liability (owned, hired and non-owned)

Bodily Single Limit:	\$500,000 each accident
Injury and property damage:	\$500,000 each accident
Policy Limit:	\$500,000

Umbrella Excess Liability

Each occurrence and aggregate:	\$500,000
Maximum deductible:	\$ 10,000

EXHIBIT D

AFFIDAVIT

Stephen Corbitt, being first duly sworn, deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by CoR Group LLC (the "Employer") in the position of President & CEO
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer is enrolled and participates in the federal E-Verify program and has provided documentation of such enrollment and participation to the City of Carmel, Indiana.
5. The Company does not knowingly employ any unauthorized aliens.

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 8 day of March, 2023

Stephen Corbitt
Printed: Stephen Corbitt

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.

Stephen Corbitt
Printed: Stephen Corbitt

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

108571

THIS NUMBER MUST APPEAR ON INVOICES, A/P
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION	
2/27/2023			377068	20-ENG-02 - College Ave - Garage Replacement	
CORGROUP LLC VENDOR 8760 CASTLE PARK DR INDIANAPOLIS, IN 46256 -			City Engineering's Office SHIP TO 1 Civic Square Carmel, IN 46032- Laurie Slick		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS		FREIGHT
74524					
QUANTITY	UNIT OF MEASURE		DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 0 2020 Road Bond

Account: 44-628.71

1 Each	20-ENG-02 - College Ave - Garage Replacement	\$22,700.00	\$22,700.00
		Sub Total	\$22,700.00



PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
------------	---------	---------	-----------------	--------

SHIPPING INSTRUCTIONS

- *SHIP PREPAID
- *C.O.D. SHIPMENT CANNOT BE ACCEPTED
- *PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL
- *THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945 AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO

PAYMENT

\$22,700.00

* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

[Signature]

Jeremy Kashman
Director

TITLE

[Signature]

James Crider
Director of Administration

CONTROL NO. **108571**

CONTROLLER

CITY OF CARMEL, INDIANA

INFORMATION

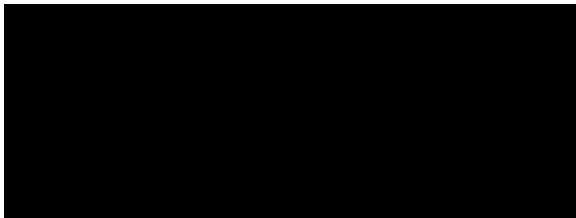
FACILITY REQUEST FORM City Hall Caucus Room or Council Chambers

* Must be at least 18 years of age to complete this form.

GENERAL INFORMATION

Name Tammy LaMartz

Organization: Ardsley Management



Address	Street Address		
	3002 E 56th St		
	Address Line 2		
	City	State / Province / Region	
	Indianapolis	IN	
	Postal / Zip Code	Country	
	46220	United States	

Organization Type: Non-Profit Organization

Event/Use Purpose: Annual Homeowners Association meeting

Event Date 4/20/2023

End Date 4/20/2023

Number of People Expected: 60

Set-Up Start time 06:45:00 PM

Tear Down End Time 08:30:00 PM

Event Start time: 07:00:00 PM

Event end time: 08:30:00 PM

ROOM REQUESTED CAUCUS ROOM

Room Requested **Caucus Room**

The room may be divided into sections or can be one large room. Choose the size that you need. Room has an 8.5-foot counter area with a sink.

Room Set-Up The traditional seating arrangement is Boardroom style.

- 1/3 side has four, 5-foot tables with 10 chairs**
- 2/3 side has six, 5-foot tables with 20 chairs (plus 15-20 chairs around perimeter of room)**

Other seating options: **Classroom, Seating capacity 33**
 Theater (chairs only), Seating capacity 50

Equipment needed: **Projection screen**

Equipment not provided:

- o Computers or connection cords/electrical cords
- o Microphones are not available in the Caucus rooms.
- o Projector

Other: Are tables and/or chairs needed around periphery of room?

- Yes**
- No**

If you selected YES - please fill out the details below.

How many? How many additional table/chairs are needed?

Note: Extra tables/chairs available: 34 chairs, eight 4-foot tables, six 6-foot tables.

ROOM REQUESTED COUNCIL CHAMBERS

Seating capacity: 112

Room Requested **Council Chambers**

Equipment needed: Microphone(s) 13 available on dais, 1 at presenter's podium, 1 at clerk's desk

Dais

Dais # and which ones

Projection Screen

Equipment not provided:

- o Computers or connection/electrical cords.

Other: Are tables and/or chairs needed around periphery of room?

- Yes**
- No**

If you selected YES - please fill out the details below.

How many? How many additional table/chairs are needed?

Two tables at front for Board members, 1 at entrance for sign in

Note: Extra tables/chairs available: 34 chairs, eight 4-foot tables, six 6-foot tables.

ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY FACILITY USE POLICY

I have read and understand the City of Carmel, Indiana ("City") Facility Use Policy and agree to be bound by all the terms and conditions set forth therein.

I will leave the City facility I use in the same condition that it was immediately prior to my use thereof. I agree to pay for any damage, repair or clean-up costs incurred by the City as a result of my use of a City facility.

I hereby certify that I, and the organization I represent, if applicable, agree to be bound by the City's Facility Use Policy and by any addition conditions or restrictions placed upon my/our use of a City facility by the Board. I understand that the Board has the right to deny, alter or revoke my request for the use of a City facility for any lawful reason. I and/or my organization also agree to indemnify and hold harmless the City of Carmel and all of its directors, officers, employees, agents and affiliates from any claims of whatever nature (whether foreseeable or not) arising from or in connection with this Application for any damages, costs or expenses incurred directly or indirectly as a result of my/our use of the City-owned facility and/or property.

Tammy LaMartz
Name of Organization/Applicant

*

Tammy LaMartz

Signature of Authorized Agent/Applicant

Tammy LaMartz, Community Manager
Printed Name and Title (if applicable)

*

tlamartz@ardsleymgmt.com
Email (Required)

*

3,172,531,401
Phone Number (Required)

Community located at 116th and Hazel Dell, Management Company 3002 E 56h St,
Indianapolis, IN 46220
Address of Organization/Applicant

*

I confirm that I am 18 years of age or older.

3/8/2023
Date

GO TO SUBMIT TAB TO FINALIZE YOUR REQUEST

CITY OF CARMEL USE ONLY

Approved this ____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date: _____

Special Conditions: _____

CITY OF CARMEL, INDIANA

Reviewed/Approved via Email
CFD Heavner 3-6-23
CPD Horner 3-6-23
CRED Brewer 3-7-23

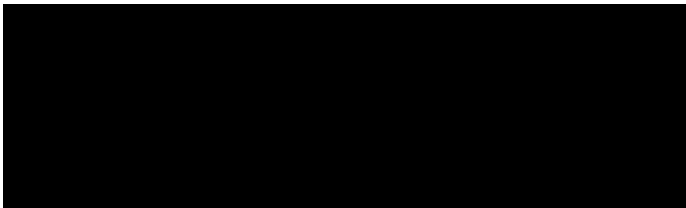
INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

* Must be at least 18 years of age to complete this form.

CONTACT INFORMATION:

Contact Person Sondra Schwieterman



Name/Organization: City of Carmel - Community Relations

Address Street Address
3508 E Carmel Dr
Address Line 2
City State / Province / Region
Carmel IN
Postal / Zip Code Country
46033-4331 United States

Organization Type: Non-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?
 Yes
 No

Event/Use Purpose: Brews on the Boulevard event in Midtown

Event Date End Date
7/29/2023 7/29/2023

Number of People Expected: 5,000

Set-Up Start time 10:00:00 AM

Tear Down End Time 10:00:00 PM

Event Start time:

05:00:00 PM

Event end time:

09:00:00 PM

Rehearsal NA

Rehearsal Date:

Rehearsal
Start Time:

Rehearsal
End Time:

Fees?

Will a Fee be charged for this event? If yes, please describe below.

YES

NO

Fees (cont'd)

Purpose of fee

To cover cost of payment to Breweries

Description of Event:

Provide a brief description of event

Brews on the Boulevard returns to Midtown Carmel with breweries from across the state. Local food trucks will be there with plenty of food options available for purchase. All ages are welcome to attend!

Sampling Tickets are \$30 and include a souvenir sampling glass and map. Sample selections at each brewery booth and the opportunity to purchase bottles or glasses from your favorites.

A limited quantity of VIP Prime Hour tickets are available for \$40.

*All ages are welcome to attend the event, but guests who purchase sampling tickets must be 21+ and show valid photo id at check-in.

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply



FACILITY (S)

- CARTER GREEN (area between Palladium & theater building)
- CIVIC SQUARE FOUNTAIN AREA
- CIVIC SQUARE GAZEBO / LAWN
- JAPANESE GARDEN
- MONON & MAIN PLAZA
- MIDTOWN PLAZA - Events must be free and open to the public.
- REFLECTING POOL - Please note that Veteran's Plaza is NOT available for use.
- Other Monon Blvd, north and south lanes from Elm to Walnut

SPECIAL REQUESTS: Mark all that apply



REQUESTS:

- ELECTRICITY
- FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
- JAMES BUILDING RESTROOMS (CARTER GREEN) *Extra fees apply
- N/A
- Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY



VENDORS:

- VENDORS PRESENT
- FOOD SERVED (May be subject to Hamilton County Health Department inspection.)
- ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the Public Use Policy.
- N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY



CITY SERVICES NEEDED:

- EMERGENCY MEDICAL SERVICES (EMS) (Extra fees may apply)
- EXTRA PATROL DURING EVENT (when available)
- TRAFFIC CONTROL (Extra fees may apply)
- ONSITE SECURITY (Assigned off-duty CPD officers, extra fees will apply)
- BARRICADES
- NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- N/A
- Other

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY



- Stage

LNOM stage at Monon and Walnut

Size of Stage

- Tent(s) – If placing a tent over the entire green space at Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368). Otherwise, you may use the vendor of your choice.

40' x 82' clear span structure

Size of Tent (s) (Tents 20 x 20 or larger require inspection by Carmel Fire Department, 317-571-2600)

Bounce House

- N/A
- Other

A Classic

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood Monon Blvd north and south lanes from Elm St to Walnut Street. Elm Street from
Name/Streets to be closed Veterans Way to Monon Blvd. 2nd Ave NW from Elm St. to 1st St SW.
Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission.

2023 Brews on the Blvd Detour Map.pdf 126.7KB

Type of Closure:

- Rolling closure
- Total closure
- Lane restrictions - explain below
- Other - explain below
- N/A

Explain lane restrictions needed and other needed below:

Further Info for type of
closure

SECURITY DEPOSIT AND FEE:

A refundable Security Deposit in the amount of \$100 for any applicant located or residing within Carmel city limits or a non-refundable event fee in the amount of \$150 for any applicant located or residing outside of Carmel city limits must be received prior to application review or processing.

Payment may be made online using a credit or debit card at <https://www.govpaynow.com> . PLC #A0026j, calling the Govpay call center at 1-888-604-7888 (give them PLC#) or in the form of a certified check or money order made payable to the City of Carmel. (Mail to: Carmel City hall, Attn: Lobby Desk, 1 Civic Square, Carmel, IN 46032)

DISCLAIMER:

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Brews on the Blvd
Detour Route
July 29, 2023

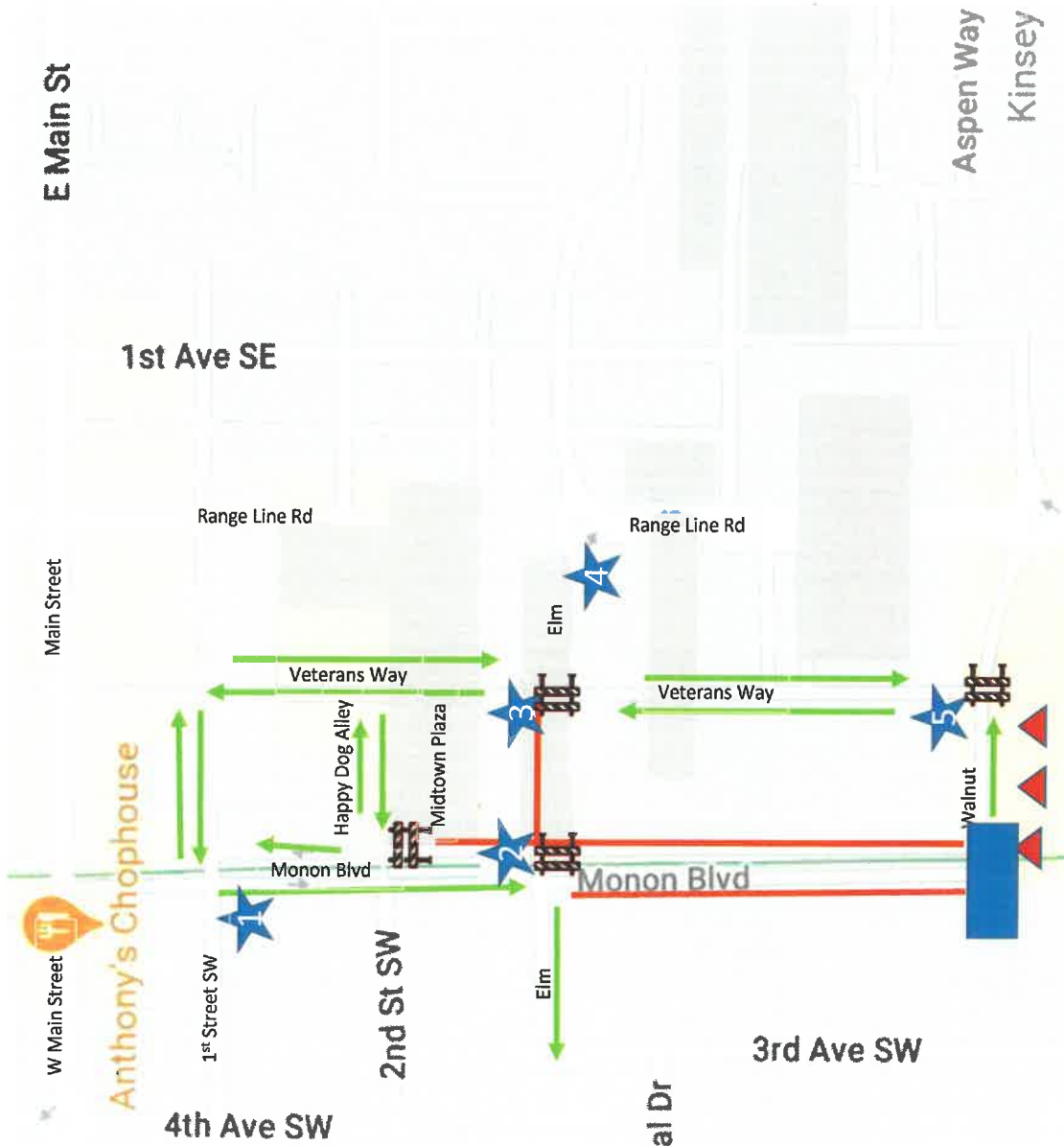
Detour Route

Festival Footprint

★ Detour Signs

▲ New No Parking Sign

■ Stage



ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY PUBLIC USE POLICY

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I will leave the City facility I use in the same condition that it was immediately prior to my use thereof. I agree to pay for any damage, repair or clean-up costs incurred by the City as a result of my use of a City facility.

I hereby certify that I, and the organization I represent, if applicable, agree to be bound by the City's Facility Use Policy and by any addition conditions or restrictions placed upon my/our use of a City facility by the Board. I understand that the Board has the right to deny, alter or revoke my request for the use of a City facility for any lawful reason. I and/or my organization also agree to indemnify and hold harmless the City of Carmel and all of its directors, officers, employees, agents and affiliates from any claims of whatever nature (whether foreseeable or not) arising from or in connection with this Application for any damages, costs or expenses incurred directly or indirectly as a result of my/our use of the City-owned facility and/or property.

City of Carmel/Sondra Schwieterman
Name of Organization/Applicant

*

Sondra Schwieterman

Signature of Authorized Agent/Applicant

Sondra Schwieterman/Event Manager
Printed Name and Title (If applicable)

*

317-657-8263
Phone Number (Required)

1 Civic Square
Carmel, IN 46032
Address of Organization/Applicant

3/3/2023
Date

*

I confirm that I am 18 years of age or older.

Public Use Policy *

By selecting this box, I hereby acknowledge that I have read and fully understand the City of Carmel, Indiana ("City") Public Use Policy and agree to be bound by all the terms and conditions set forth therein.

Public Use Policy Acknowledgement and Agreement (Required)

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____

CITY OF CARMEL, INDIANA

Reviewed/Approved vial Email
CFD Heavner 3-1-28
CPD Horner 2-28-23
CRED Brewer 3-8-23

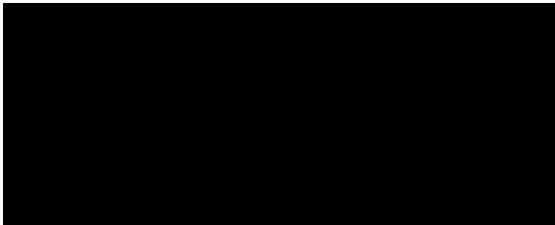
INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

* Must be at least 18 years of age to complete this form.

CONTACT INFORMATION:

Contact Person Grace Covington



Name/Organization: Fundraiser for TherAplay Carmel

Address	Street Address	
	9919 Towne Road	
	Address Line 2	
	City	State / Province / Region
	Carmel	IN
	Postal / Zip Code	Country
	46032	United States

Organization Type: Non-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?
 Yes
 No

Event/Use Purpose: This event is thrown by a local Carmel resident with TherAplay Carmel as the recipient for fundraising donations. The event would be open to the public. It is a fundraiser for a 501c3

Event Date 6/3/2023 End Date 6/3/2023

Number of People Expected: 150

Set-Up Start time 12:00:00 PM

Tear Down End Time 06:00:00 PM

Event Start time:

01:00:00 PM

Event end time:

05:00:00 PM

Rehearsal

NA

Rehearsal Date:

Rehearsal

Start Time:

Rehearsal

End Time:

Fees?

Will a Fee be charged for this event? If yes, please describe below.

YES

NO

Description of Event:

Provide a brief description of event

This event will include live music, food vendors, and simple activities for families and children such as face painting. Funds from the event will go to the non-profit.

Attendees will also be able to make direct donations to the organization at this time.

TherAplay will be the recipient of this event but will not be the hosts.

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply



FACILITY (S)

- CARTER GREEN (area between Palladium & theater building)
- CIVIC SQUARE FOUNTAIN AREA
- CIVIC SQUARE GAZEBO / LAWN
- JAPANESE GARDEN
- MONON & MAIN PLAZA
- MIDTOWN PLAZA - Events must be free and open to the public.
- REFLECTING POOL - Please note that Veteran's Plaza is NOT available for use.
- Other

SPECIAL REQUESTS: Mark all that apply



REQUESTS:

- ELECTRICITY
- FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
- JAMES BUILDING RESTROOMS (CARTER GREEN) *Extra fees apply
- N/A
- Other

VENDORS: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

- VENDORS PRESENT
- FOOD SERVED (May be subject to Hamilton County Health Department inspection.)
- ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the Public Use Policy.
- N/A

CITY SERVICES NEEDED: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES
NEEDED:

- EMERGENCY MEDICAL SERVICES (EMS) (Extra fees may apply)
- EXTRA PATROL DURING EVENT (when available)
- TRAFFIC CONTROL (Extra fees may apply)
- ONSITE SECURITY (Assigned off-duty CPD officers, extra fees will apply)
- BARRICADES
- NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- N/A
- Other

Please note the number of NO PARKING SIGNS needed

2 signs

EVENT SET UP: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

- **Stage**

Utilize the gazebo for live music

Size of Stage

- **Tent(s) – If placing a tent over the entire green space at Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368). Otherwise, you may use the vendor of your choice.**

Individual tents will be used by vendors and will not exceed 20x20

Size of Tent (s) (Tents 20 x 20 or larger require inspection by Carmel Fire Department, 317-571-2600)

- Bounce House**
- N/A**
- Other**

Varies by vendor

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:



SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood
Name/Streets to be closed

Include addresses as appropriate

--Close the part of Veterans Way that runs beside the City Hall lawn.

--Close Gradle in between City Hall lawn and the fountain. Gradle going West will be open.

UPLOAD MAP

An easy to read, color map of the area is required with submission.

Type of Closure:

- Rolling closure
- Total closure
- Lane restrictions - explain below
- Other - explain below
- N/A

Explain lane restrictions needed and other needed below:

Further Info for type of closure

SECURITY DEPOSIT AND FEE:



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ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY PUBLIC USE POLICY

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I hereby certify that I, and the organization I represent, if applicable, agree to be bound by the City's Facility Use Policy and by any addition conditions or restrictions placed upon my/our use of a City facility by the Board. I understand that the Board has the right to deny, alter or revoke my request for the use of a City facility for any lawful reason. I and/or my organization also agree to indemnify and hold harmless the City of Carmel and all of its directors, officers, employees, agents and affiliates from any claims of whatever nature (whether foreseeable or not) arising from or in connection with this Application for any damages, costs or expenses incurred directly or indirectly as a result of my/our use of the City-owned facility and/or property.

Grace Covington
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Grace Covington
Printed Name and Title (If applicable)

*

3172585637
Phone Number (Required)

9919 Towne Road, Carmel IN 46032
Address of Organization/Applicant

2/21/2023
Date

*

I confirm that I am 18 years of age or older.

Public Use Policy *

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Public Use Policy Acknowledgement and Agreement (Required)

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____

CITY OF CARMEL, INDIANA

Reviewed/Approved via Email
CFD Heavner 3-3-23
CPD Horner 3-3-23
CRED Brewer 3-8-23

Engineering & Parks
Approved route.

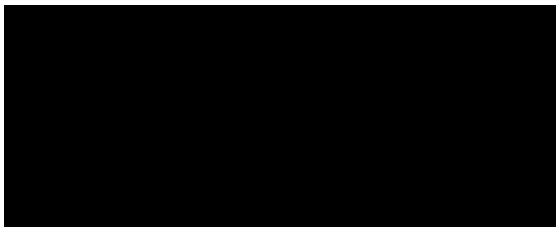
INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

* Must be at least 18 years of age to complete this form.

CONTACT INFORMATION:

Contact Person Don Carr



Name/Organization: Tuxedo Brothers

Address

Street Address

2664 Hadley Grove S. Drive

Address Line 2

City

Carmel

Postal / Zip Code

46074

State / Province / Region

IN

Country

usa

Organization Type: For-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?

Yes

No

Event/Use Purpose: promoting health in the celebration of America's Birthday

Event Date

7/4/2023

End Date

7/4/2023

Number of People Expected: 600

Set-Up Start time 07:00:00 AM

Tear Down End Time 10:00:00 AM

Event Start time:
08:00:00 AM

Event end time:
09:30:00 AM

Rehearsal NA

Rehearsal Date:

Rehearsal
Start Time:

Rehearsal
End Time:

Fees? Will a Fee be charged for this event? If yes, please describe below.
 YES
 NO

Fees (cont'd) Purpose of fee
entry fee for event

Description of Event: Provide a brief description of event
5 Mlle Run and 1.5 mile family walk to celebrate America's birthday
Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

- FACILITY (S)
- CARTER GREEN (area between Palladium & theater building)
 - CIVIC SQUARE FOUNTAIN AREA
 - CIVIC SQUARE GAZEBO / LAWN
 - JAPANESE GARDEN
 - MONON & MAIN PLAZA
 - MIDTOWN PLAZA - Events must be free and open to the public.
 - REFLECTING POOL - Please note that Veteran's Plaza is NOT available for use.
 - Other City Streets will be used

SPECIAL REQUESTS: Mark all that apply

- REQUESTS:
- ELECTRICITY
 - FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
 - JAMES BUILDING RESTROOMS (CARTER GREEN) *Extra fees apply
 - N/A
 - Other City Streets

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

- VENDORS:
- VENDORS PRESENT
 - FOOD SERVED (May be subject to Hamilton County Health Department inspection.)
 - ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the Public Use Policy.
 - N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES
NEEDED:

- EMERGENCY MEDICAL SERVICES (EMS) (Extra fees may apply)
- EXTRA PATROL DURING EVENT (when available)
- TRAFFIC CONTROL (Extra fees may apply)
- ONSITE SECURITY (Assigned off-duty CPD officers, extra fees will apply)
- BARRICADES
- NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- N/A
- Other

Please note the number of NO PARKING SIGNS needed

0

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

Stage

Size of Stage

- Tent(s) – If placing a tent over the entire green space at Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368). Otherwise, you may use the vendor of your choice.

Size of Tent (s) (Tents 20 x 20 or larger require inspection by Carmel Fire Department, 317-571-2600)

Bounce House

- N/A
- Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood See map for course - rolling closure
Name/Streets to be closed Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission.

Freedom Run Course 2023.pdf

132.38KB

Type of Closure:

Rolling closure

Total closure

- **Lane restrictions - explain below**

Other - explain below

N/A

Explain lane restrictions needed and other needed below:

Further Info for type of closure Rolling closure with lane restriction for the running path.

SECURITY DEPOSIT AND FEE:



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Tuxedo Brothers, Inc.
Name of Organization/Applicant

*

Donald Carr

Signature of Authorized Agent/Applicant

Donald Carr, president
Printed Name and Title (If applicable)

*

3173401115
Phone Number (Required)

2664 Hadley Grove S. Dr, Carmel, IN 46074
Address of Organization/Applicant

2/3/2023
Date

*

I confirm that I am 18 years of age or older.

Public Use Policy *

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Public Use Policy Acknowledgement and Agreement (Required)

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

Approved this ____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____

CITY OF CARMEL, INDIANA

Reviewed/Approved via Email
CFD Heavner 3-1-23
CPD Horner 2-28-23
CRED Brewer 3-8-23

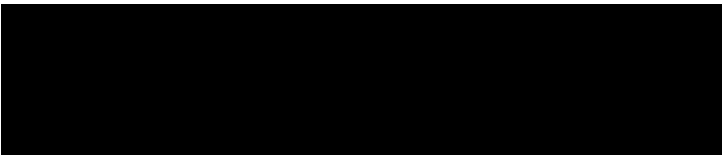
INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

* Must be at least 18 years of age to complete this form.

CONTACT INFORMATION:

Contact Person Katherine Peters



Cell Number:

Name/Organization: Katherine Peters

Address Street Address
965 Brick Kiln Blvd
Address Line 2
City Newport News State / Province / Region VA
Postal / Zip Code 23602 Country

Organization Type: Individual

Residency/Location: Do you reside or are you located within the Carmel city limits?
• Yes
No

Event/Use Purpose: Spring Woodwind Studio Recital

Event Date 5/7/2023 End Date 5/7/2023

Number of People Expected: 40

Set-Up Start time 12:00:00 PM

Tear Down End Time 05:00:00 PM

Event Start time:

02:30:00 PM

Event end time:

04:00:00 PM

Rehearsal NA

Rehearsal Date:

Rehearsal Start Time:

Rehearsal End Time:

Fees?

Will a Fee be charged for this event? If yes, please describe below.

YES

NO

Description of Event:

Provide a brief description of event

This is our annual spring studio recital. Woodwind students will perform for friends and family in an outdoor setting.

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply



FACILITY (S)

- CARTER GREEN (area between Palladium & theater building)
- CIVIC SQUARE FOUNTAIN AREA
- CIVIC SQUARE GAZEBO / LAWN
- JAPANESE GARDEN
- MONON & MAIN PLAZA
- MIDTOWN PLAZA - Events must be free and open to the public.
- REFLECTING POOL - Please note that Veteran's Plaza is NOT available for use.
- Other

SPECIAL REQUESTS: Mark all that apply



REQUESTS:

- ELECTRICITY
- FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
- JAMES BUILDING RESTROOMS (CARTER GREEN) *Extra fees apply
- N/A
- Other

VENDORS: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

- VENDORS PRESENT
- FOOD SERVED (May be subject to Hamilton County Health Department inspection.)
- ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the Public Use Policy.
- N/A

CITY SERVICES NEEDED: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES
NEEDED:

- EMERGENCY MEDICAL SERVICES (EMS) (Extra fees may apply)
- EXTRA PATROL DURING EVENT (when available)
- TRAFFIC CONTROL (Extra fees may apply)
- ONSITE SECURITY (Assigned off-duty CPD officers, extra fees will apply)
- BARRICADES
- NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- N/A
- Other

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

Stage

Size of Stage

- Tent(s) – If placing a tent over the entire green space at Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368). Otherwise, you may use the vendor of your choice.

Size of Tent (s) (Tents 20 x 20 or larger require inspection by Carmel Fire Department, 317-571-2600)

Bounce House

- N/A
- Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:



SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood Include addresses as appropriate
Name/Streets to be closed

UPLOAD MAP An easy to read, color map of the area is required with submission.

Type of Closure:

- Rolling closure
- Total closure
- Lane restrictions - explain below
- Other - explain below
- N/A

Explain lane restrictions needed and other needed below:

Further Info for type of closure

SECURITY DEPOSIT AND FEE:



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ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY PUBLIC USE POLICY

I have read and understand the City of Carmel, Indiana ("City") [Public Use Policy](#) and agree to be bound by all the terms and conditions set forth therein.

I will leave the City facility I use in the same condition that it was immediately prior to my use thereof. I agree to pay for any damage, repair or clean-up costs incurred by the City as a result of my use of a City facility.

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Katherine Peters
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Katherine Peters
Printed Name and Title (If applicable)

*

317-691-8427
Phone Number (Required)

Address of Organization/Applicant

2/24/2023
Date

*

I confirm that I am 18 years of age or older.

Public Use Policy *

By selecting this box, I hereby acknowledge that I have read and fully understand the City of Carmel, Indiana ("City") Public Use Policy and agree to be bound by all the terms and conditions set forth therein.

Public Use Policy Acknowledgement and Agreement (Required)

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____

CITY OF CARMEL, INDIANA

Reviewed/Approved via Email
CFD Heavner 3-1-23
CPD Horner 2-28-23
CRED Brewer 3-8-23

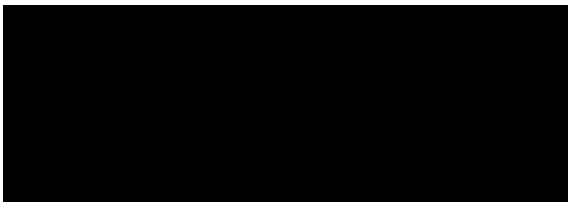
INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

* Must be at least 18 years of age to complete this form.

CONTACT INFORMATION:

Contact Person Meg Gates Osborne



Name/Organization: The City of Carmel

Address Street Address
1 Civic Square
Address Line 2
City State / Province / Region
Carmel IN
Postal / Zip Code Country
46280

Organization Type: Non-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?
 Yes
 No

Event/Use Purpose: City of Carmel Memorial Day

Event Date End Date
5/26/2023 5/26/2023

Number of People Expected: 250

Set-Up Start time 07:00:00 AM

Tear Down End Time 11:00:00 AM

Event Start time:

09:00:00 AM

Event end time:

10:00:00 AM

Rehearsal NA

Rehearsal Date:

Rehearsal

Start Time:

Rehearsal

End Time:

Fees?

Will a Fee be charged for this event? If yes, please describe below.

YES

NO

Description of Event:

Provide a brief description of event

City of Carmel Memorial Day Ceremony

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply



FACILITY (S)

- CARTER GREEN (area between Palladium & theater building)
- CIVIC SQUARE FOUNTAIN AREA
- CIVIC SQUARE GAZEBO / LAWN
- JAPANESE GARDEN
- MONON & MAIN PLAZA
- MIDTOWN PLAZA - Events must be free and open to the public.
- REFLECTING POOL - Please note that Veteran's Plaza is NOT available for use.
- Other Veterans Plaza

SPECIAL REQUESTS: Mark all that apply



REQUESTS:

- ELECTRICITY
- FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
- JAMES BUILDING RESTROOMS (CARTER GREEN) *Extra fees apply
- N/A
- Other

VENDORS: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

- VENDORS PRESENT
- FOOD SERVED (May be subject to Hamilton County Health Department inspection.)
- ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the Public Use Policy.
- N/A

CITY SERVICES NEEDED: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES
NEEDED:

- EMERGENCY MEDICAL SERVICES (EMS) (Extra fees may apply)
- EXTRA PATROL DURING EVENT (when available)
- TRAFFIC CONTROL (Extra fees may apply)
- ONSITE SECURITY (Assigned off-duty CPD officers, extra fees will apply)
- BARRICADES
- NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- N/A
- Other

Please note the number of NO PARKING SIGNS needed

4

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

Stage

Size of Stage

- Tent(s) – If placing a tent over the entire green space at Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368). Otherwise, you may use the vendor of your choice.

Size of Tent (s) (Tents 20 x 20 or larger require inspection by Carmel Fire Department, 317-571-2600)

Bounce House

N/A

Other

Party Time

Name of Merchants(s) doing the setup

3175362023

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood

Name/Streets to be closed

Police on 3rd Ave to allow guests to cross the street from Tarkington Parking garage to Veterans Plaza

Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission.

Type of Closure:

- Rolling closure
- Total closure
- Lane restrictions - explain below
- Other - explain below
- N/A

Explain lane restrictions needed and other needed below:

Further Info for type of
closure

SECURITY DEPOSIT AND FEE:



A refundable Security Deposit in the amount of \$100 for any applicant located or residing *within* Carmel city limits or a non-refundable event fee in the amount of \$150 for any applicant located or residing *outside* of Carmel city limits must be received prior to application review or processing.

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City of Carmel
Name of Organization/Applicant

*

Meg Gates Osborne

Signature of Authorized Agent/Applicant

Meg Gates Osborne
Printed Name and Title (If applicable)

*

317-590-7522
Phone Number (Required)

1 Civic Square
Carmel, IN 46280
Address of Organization/Applicant

2/27/2023
Date

*

I confirm that I am 18 years of age or older.

Public Use Policy *

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Public Use Policy Acknowledgement and Agreement (Required)

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CITY OF CARMEL USE ONLY

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____

CITY OF CARMEL, INDIANA

Reviewed/Approved via Email
CFD Heavner 3-1-23
CPD Horner 3-1-23
CRED Brewer 3-8-23

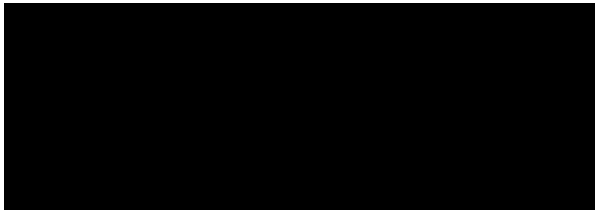
INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

* Must be at least 18 years of age to complete this form.

CONTACT INFORMATION:

Contact Person Pooja Garg



Name/Organization: Overbrook Farms HoA

Address
Street Address
3880 Pelham Rd
Address Line 2
City Carmel State / Province / Region IN
Postal / Zip Code 46074 Country USA

Organization Type: Non-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?
• Yes
No

Event/Use Purpose: Welcome Spring - HoA Event

Event Date 4/22/2023 End Date

Number of People Expected: 100

Set-Up Start time 10:00:00 AM

Tear Down End Time 04:00:00 PM

Event Start time:

12:00:00 PM

Event end time:

02:00:00 PM

Rehearsal NA

Rehearsal Date:

Rehearsal

Start Time:

Rehearsal

End Time:

Fees?

Will a Fee be charged for this event? If yes, please describe below.

YES

NO

Description of Event:

Provide a brief description of event

This is a spring HoA get together in common area at intersection of Pemberton Lane and Pelham Road

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply



FACILITY (S)

- CARTER GREEN (area between Palladium & theater building)
- CIVIC SQUARE FOUNTAIN AREA
- CIVIC SQUARE GAZEBO / LAWN
- JAPANESE GARDEN
- MONON & MAIN PLAZA
- MIDTOWN PLAZA - Events must be free and open to the public.
- REFLECTING POOL - Please note that Veteran's Plaza is NOT available for use.
- Other

SPECIAL REQUESTS: Mark all that apply



REQUESTS:

- ELECTRICITY
- FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
- JAMES BUILDING RESTROOMS (CARTER GREEN) *Extra fees apply
- N/A
- Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY



VENDORS:

- VENDORS PRESENT
- FOOD SERVED (May be subject to Hamilton County Health Department inspection.)
- ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the Public Use Policy.
- N/A

CITY SERVICES NEEDED: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES
NEEDED:

- EMERGENCY MEDICAL SERVICES (EMS) (Extra fees may apply)
- EXTRA PATROL DURING EVENT (when available)
- TRAFFIC CONTROL (Extra fees may apply)
- ONSITE SECURITY (Assigned off-duty CPD officers, extra fees will apply)
- BARRICADES
- NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- N/A
- Other

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

Stage

Size of Stage

- **Tent(s) – If placing a tent over the entire green space at Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368). Otherwise, you may use the vendor of your choice.**

2x 20x20 Tents

Size of Tent (s) (Tents 20 x 20 or larger require inspection by Carmel Fire Department, 317-571-2600)

Bounce House

N/A

Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood Pemberton Lane 14328, 14340, 14352 Pemberton Lane and 3920 Pelham Rd.
Name/Streets to be closed Pelham Rd Closing street in front of these addresses.
Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission.

Map.JPG

66.14KB

Type of Closure:

- Rolling closure
- Total closure
- Lane restrictions - explain below
- Other - explain below
- N/A

Explain lane restrictions needed and other needed below:

Further Info for type of closure Temporary Rope Barricade. Thoroughfare not allowed. Removal for Homeowner of Emergency vehicle access.

SECURITY DEPOSIT AND FEE:



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Map data © 2023

Map data © 2023

Overbrook Dr

Bear Crk Wy



Over Brook Farms
Temporarily closed

Future home of
Bear Creek Park

Pemberton Ln

Overbrook Dr

Pemberton Ln



Pelham Rd

Overbrook Dr

Details



Pelham Rd



Overbrook Dr

Pelham Rd

Overbrook Farms
by Fischer Homes



Overbrook Dr

Overbrook Dr

Overbrook [



Overbrook [

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Overbrook Farms HoA
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Ashish Garg - President HoA
Printed Name and Title (If applicable)

*

3177604480
Phone Number (Required)

3880 Pelham Rd Carmel IN 46074
Address of Organization/Applicant

2/24/2023
Date

*

I confirm that I am 18 years of age or older.

Public Use Policy *

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Approved this _____ day of _____, 20

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By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____

CITY OF CARMEL, INDIANA

Reviewed/Approved via Email
CPD Horner 2-9-23
CFD Heavner 2-10-12
CRED Brewer 2-28-23

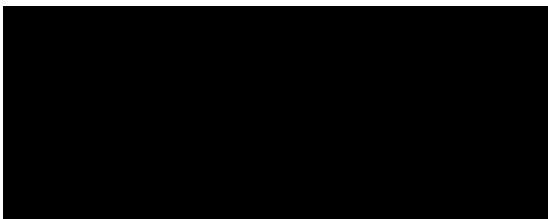
INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

* Must be at least 18 years of age to complete this form.

CONTACT INFORMATION:

Contact Person: Chris Campbell



Name/Organization: Subcommittee

Address

Street Address

1317 Cool Creek Dr

Address Line 2

City

Carmel

Postal / Zip Code

46033

State / Province / Region

IN

Country

Organization Type: Non-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?

Yes

No

Event/Use Purpose: r/c submarine event located at the veterans park/reflecting pond

Event Date

8/12/2023

End Date

8/13/2023

Number of People Expected: 50

Set-Up Start time: 07:00:00 AM

Tear Down End Time: 05:00:00 PM

Event Start time:

09:00:00 AM

Event end time:

03:00:00 PM

Rehearsal

NA

Rehearsal Date:

Rehearsal

Start Time:

Rehearsal

End Time:

Fees?

Will a Fee be charged for this event? If yes, please describe below.

YES

NO

Description of Event:

Provide a brief description of event

The Subcommittee R/C Submarine Club has their annual get together/fun run at our reflecting pond. This involves running remote control submarines in the pond which is perfect because of the size, depth, and clarity of the water. A large frame tent with weights (no spikes) will be set up with tables and chairs for the attendees in the grass in the veterans park area. This will be so the submarines can be on display. The tent supplied by Ace Party Rental will be set up along with the tables and chairs on 8/11/23.

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply



FACILITY (S)

- CARTER GREEN (area between Palladium & theater building)
- CIVIC SQUARE FOUNTAIN AREA
- CIVIC SQUARE GAZEBO / LAWN
- JAPANESE GARDEN
- MONON & MAIN PLAZA
- MIDTOWN PLAZA - Events must be free and open to the public.
- REFLECTING POOL - Please note that Veteran's Plaza is NOT available for use.
- Other

SPECIAL REQUESTS: Mark all that apply



REQUESTS:

- ELECTRICITY
- FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
- JAMES BUILDING RESTROOMS (CARTER GREEN) *Extra fees apply
- N/A
- Other fountains at the reflecting pond off during daylight hours 8/12-13; Veterans Park sprinkling system off 8/11-8/13

VENDORS: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

- VENDORS PRESENT
- FOOD SERVED (May be subject to Hamilton County Health Department inspection.)
- ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the Public Use Policy.
- N/A

CITY SERVICES NEEDED: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES NEEDED:

- EMERGENCY MEDICAL SERVICES (EMS) (Extra fees may apply)
- EXTRA PATROL DURING EVENT (when available)
- TRAFFIC CONTROL (Extra fees may apply)
- ONSITE SECURITY (Assigned off-duty CPD officers, extra fees will apply)
- BARRICADES
- NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- N/A
- Other

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

Stage

Size of Stage

- **Tent(s) – If placing a tent over the entire green space at Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368). Otherwise, you may use the vendor of your choice.**

30x60 tent (set up on 8/11)

Size of Tent (s) (Tents 20 x 20 or larger require inspection by Carmel Fire Department, 317-571-2600)

Bounce House

N/A

Other

Ace Party Rental

Name of Merchants(s) doing the setup

3178728368

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:



SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood

Include addresses as appropriate

Name/Streets to be closed

UPLOAD MAP

An easy to read, color map of the area is required with submission.

Type of Closure:

- Rolling closure
- Total closure
- Lane restrictions - explain below
- Other - explain below
- N/A

Explain lane restrictions needed and other needed below:

Further Info for type of closure

SECURITY DEPOSIT AND FEE:

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Subcommittee
Name of Organization/Applicant

*

Chris Campbell

Signature of Authorized Agent/Applicant

Chris Campbell
Printed Name and Title (If applicable)

*

317-361-5173
Phone Number (Required)

1317 Cool Creek Dr
Carmel IN 46033
Address of Organization/Applicant

2/6/2023
Date

*

I confirm that I am 18 years of age or older.

Public Use Policy *

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James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____

CITY OF CARMEL, INDIANA

Reviewed/Approved via Email
CPD Horner 3-9-23
CFD Heavner 3-9-23
CRED Brewer 3-9-23

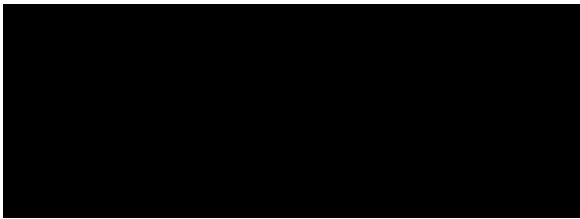
INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

* Must be at least 18 years of age to complete this form.

CONTACT INFORMATION:

Contact Person Terry Townsend



Name/Organization: Indy Runners and Walkers

Address Street Address
PO Box 30617
Address Line 2
City State / Province / Region
Indpls In
Postal / Zip Code Country
46230-0617 US

Organization Type: Non-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?
 Yes
 No

Event/Use Purpose: 52nd Annual Sam Costa Half and Quarter Marathon road race.

Event Date End Date
3/25/2023 3/25/2023

Number of People Expected: 1,100

Set-Up Start time 07:00:00 AM

Tear Down End Time 12:00:00 PM

Event Start time:

09:00:00 AM

Event end time:

12:00:00 PM

Rehearsal

NA

Rehearsal Date:

Rehearsal

Start Time:

Rehearsal

End Time:

Fees?

Will a Fee be charged for this event? If yes, please describe below.

YES

NO

Fees (cont'd)

Purpose of fee

Fees are used to offset the costs of producing the "Sam Costa". Revenue in excess of costs is used to endow the Indy Runners Scholarship Fund and the ongoing needs of the club

Description of Event:

Provide a brief description of event

The "Sam Costa" is the oldest road race in Indiana, held in Carmel since 1973, and originally managed by Carmel HS faculty. Beginning in 1982 the "Costa" has been organized by the non-profit club "Indy Runners and Walkers". This year is the 52nd anniversary of the race and the 16th year Northview Church has been the venue. Fees are charged for both the Half Marathon and Quarter Marathon. All fees are used to offset the costs of producing the event. Revenue in excess of costs is used to endow the Indy Runners Scholarship Fund and the ongoing needs of the club. Every year the "Costa" has approximately one thousand participants, with an average of 15 states represented, and over 150 volunteers, many from local Hamilton County schools. The Costa has, and continues to be, an early season test of fitness for those who have trained through the winter.

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply



FACILITY (S)

CARTER GREEN (area between Palladium & theater building)

CIVIC SQUARE FOUNTAIN AREA

CIVIC SQUARE GAZEBO / LAWN

JAPANESE GARDEN

MONON & MAIN PLAZA

MIDTOWN PLAZA - Events must be free and open to the public.

REFLECTING POOL - Please note that Veteran's Plaza is NOT available for use.

Other

SPECIAL REQUESTS: Mark all that apply



REQUESTS:

- ELECTRICITY
- FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
- JAMES BUILDING RESTROOMS (CARTER GREEN) *Extra fees apply
- N/A
- Other

VENDORS: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

- VENDORS PRESENT
- FOOD SERVED (May be subject to Hamilton County Health Department inspection.)
- ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the Public Use Policy.
- N/A

CITY SERVICES NEEDED: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES NEEDED:

- EMERGENCY MEDICAL SERVICES (EMS) (Extra fees may apply)
- EXTRA PATROL DURING EVENT (when available)
- TRAFFIC CONTROL (Extra fees may apply)
- ONSITE SECURITY (Assigned off-duty CPD officers, extra fees will apply)
- BARRICADES
- NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- N/A
- Other

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

Stage

Size of Stage

- Tent(s) – If placing a tent over the entire green space at Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368). Otherwise, you may use the vendor of your choice.

Size of Tent (s) (Tents 20 x 20 or larger require inspection by Carmel Fire Department, 317-571-2600)

Bounce House

- N/A
- Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood Name/Streets to be closed No streets will be closed. Carmel Police will be supply traffic control to allow participants to cross busy intersections. Specifically; Main Street and Garnet, Cherry Tree Rd. and Hazel Dell, Haverton Way and Main St., Double Eagle and 126th St., River Rd. path north of 122nd St. to River Trail, River Trail to River Rd. path at Tall Timber, Cherry Creek Blvd and Arnett, Integrity Ct./Arnett/New Garden intersection, Brauer Ln. and Cherry Tree Rd., and Streamside/Cherry Tree Rd/Cherry Creek Blvd. intersection.
Include addresses as appropriate

UPLOAD MAP An easy to read, color map of the area is required with submission.
2023 SAM COSTA HALF MARATHON map with x- over times for both races_1-31-23.docx 297.99KB

Type of Closure:

- Rolling closure
- Total closure
- Lane restrictions - explain below
- Other - explain below

- N/A

Explain lane restrictions needed and other needed below:

Further Info for type of closure

SECURITY DEPOSIT AND FEE:

A refundable Security Deposit in the amount of \$100 for any applicant located or residing **within** Carmel city limits or a non-refundable event fee in the amount of \$150 for any applicant located or residing **outside** of Carmel city limits **must** be received prior to application review or processing.

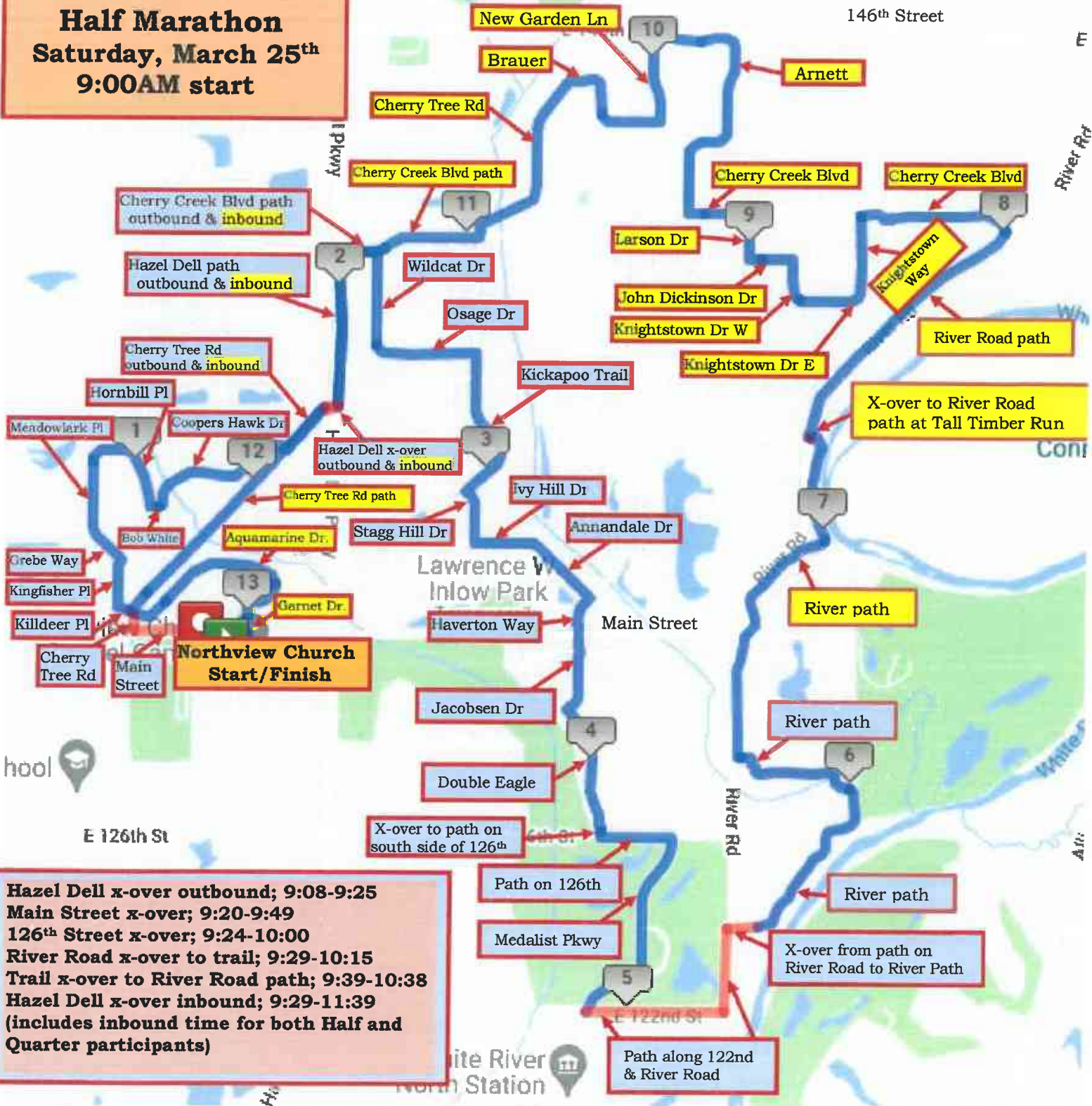
Payment may be made online using a credit or debit card at <https://www.govpaynow.com> . PLC #A0026j, calling the Govpay call center at 1-888-604-7888 (give them PLC#) or in the form of a certified check or money order made payable to the City of Carmel. (Mail to: Carmel City hall, Attn: Lobby Desk, 1 Civic Square, Carmel, IN 46032)

DISCLAIMER:

The Carmel Board of Public Works and Safety reserves the right, in its sole discretion, to deny any facility use request and/or revoke any previously granted request to use a City facility for any lawful reason.

2023 SAM COSTA HALF MARATHON

**52nd Sam Costa
Half Marathon
Saturday, March 25th
9:00AM start**



ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY PUBLIC USE POLICY

I have read and understand the City of Carmel, Indiana ("City") [Public Use Policy](#) and agree to be bound by all the terms and conditions set forth therein.

I will leave the City facility I use in the same condition that it was immediately prior to my use thereof. I agree to pay for any damage, repair or clean-up costs incurred by the City as a result of my use of a City facility.

I hereby certify that I, and the organization I represent, if applicable, agree to be bound by the City's Facility Use Policy and by any addition conditions or restrictions placed upon my/our use of a City facility by the Board. I understand that the Board has the right to deny, alter or revoke my request for the use of a City facility for any lawful reason. I and/or my organization also agree to indemnify and hold harmless the City of Carmel and all of its directors, officers, employees, agents and affiliates from any claims of whatever nature (whether foreseeable or not) arising from or in connection with this Application for any damages, costs or expenses incurred directly or indirectly as a result of my/our use of the City-owned facility and/or property.

Indy Runners and Walkers -- Terry Townsend, Board Member and Sam Costa Race
Director
Name of Organization/Applicant

*

Terry Townsend

Signature of Authorized Agent/Applicant

Terry Townsend, Indy Runners and Walkers
Board Member and Sam Costa Race Director
Printed Name and Title (If applicable)

*

317-697-3054
Phone Number (Required)

Indy Runners and Walkers, PO Box 30617, Indpls., In 46230-0617
Address of Organization/Applicant

1/31/2023
Date

*

I confirm that I am 18 years of age or older.

Public Use Policy*

By selecting this box, I hereby acknowledge that I have read and fully understand the City of Carmel, Indiana ("City") Public Use Policy and agree to be bound by all the terms and conditions set forth therein.

Public Use Policy Acknowledgement and Agreement (Required)

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

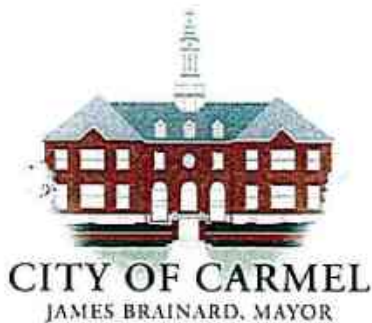
Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____



February 23, 2023

Via email to: jreilly@atistage.org

Actors Theatre of Indiana, Inc.
510 3rd Avenue SW
Carmel, IN 46032
Attn: Jim Reilly

APPROVED
By Sergey Grochukhin at 1:55 pm, Mar 01, 2023

Dear Jim:

This letter refers to Arts Grant Program Agreement (the "**Agreement**"), between the City of Carmel, Indiana ("**City**") and the Actors Theatre of Indiana, Inc. ("**ATI** ") dated as of January 3, 2023.

I'm pleased to let you know that the City will make an additional grant to the ATI in the amount of \$42,720, which brings the ATI 's total 2023 City of Carmel Arts Grant amount to \$213,600.

Therefore, pursuant to Paragraph 16 of the Agreement, the City and the ATI hereby agree to amend the Agreement as follows:


Paragraph 2 of the Agreement is deleted in its entirety and replaced by the following:

"2. Grant Agreement. The City, after review and recommendation by the Mayor, agrees to grant \$213,600.00 to the Grantee for the eligible costs of the project (the "Project") or services as described in Exhibits "A" and "B" of this Agreement. The funds shall be used exclusively in accordance with the provisions contained in this Agreement. Generally, the Grant award may not exceed one third (1/3) of Grantee's combined contributed income, revenue of sales, and/or ticket revenue from the previous year. The City of Carmel may, however, make exceptions for start-up organizations that have been in existence for three (3) years or less."


Except as expressly provided in this letter, all terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed.

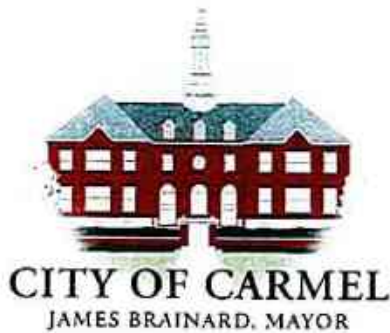
If the foregoing accurately reflects our understanding, kindly sign and date this letter and return to Sharon Kibbe. Once received, you may anticipate receipt of the grant check within a few weeks.

Very truly yours,


James Brainard
Mayor

Agreed to and accepted:
Actors Theatre of Indiana, Inc.

By: 
Name: JAMES A REILLY
Title: EXECUTIVE DIRECTOR
Date: 2/24/23



February 23, 2023

Via email to: cpittenger@carmelsymphony.org

Carmel Symphony Orchestra, Inc.
760 3rd Ave. SW, Suite 102
Carmel, IN 46032
Attn: Cara Pittenger

Dear Cara:

APPROVED
By Mayor Brainard at 1:55 pm, Nov 01, 2022

This letter refers to Arts Grant Program Agreement (the "**Agreement**"), between the City of Carmel, Indiana ("**City**") and the Carmel Symphony Orchestra, Inc. ("**CSO** ") dated as of January 3, 2023.

I'm pleased to let you know that the City will make an additional grant to the CSO in the amount of \$48,950, which brings the CSO's total 2023 City of Carmel Arts Grant amount to \$244,750.

Therefore, pursuant to Paragraph 16 of the Agreement, the City and the CSO hereby agree to amend the Agreement as follows:

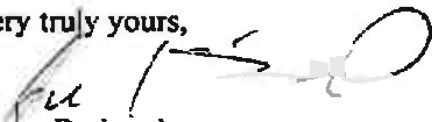
Paragraph 2 of the Agreement is deleted in its entirety and replaced by the following:

"2. Grant Agreement. The City, after review and recommendation by the Mayor, agrees to grant \$244,750.00 to the Grantee for the eligible costs of the project (the "Project") or services as described in Exhibits "A" and "B" of this Agreement. The funds shall be used exclusively in accordance with the provisions contained in this Agreement. Generally, the Grant award may not exceed one third (1/3) of Grantee's combined contributed income, revenue of sales, and/or ticket revenue from the previous year. The City of Carmel may, however, make exceptions for start-up organizations that have been in existence for three (3) years or less."

Except as expressly provided in this letter, all terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed.

If the foregoing accurately reflects our understanding, kindly sign and date this letter and return to Sharon Kibbe. Once received, you may anticipate receipt of the grant check within a few weeks.

Very truly yours,

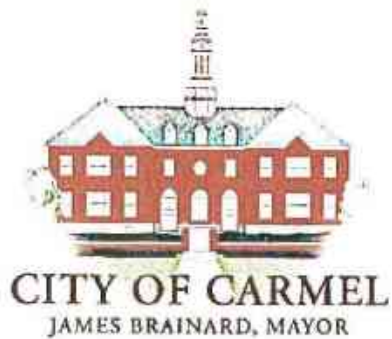


James Brainard
Mayor

Agreed to and accepted:

Carmel Symphony Orchestra, Inc.

By: Cara Pittenger
Name: Cara Pittenger
Title: Executive Director
Date: 2/24/2023



March 2, 2023

Via email to: lmoore7989@gmail.com

Indiana Wind Symphony
P. O. Box 78592
Indianapolis, IN 46268
Attn: Ms. Linda Moore

APPROVED
By Mayor Brainard at 12:37 pm, Mar 02, 2023

Dear Linda:

This letter refers to Arts Grant Program Agreement (the "**Agreement**"), between the City of Carmel, Indiana ("**City**") and the Indiana Wind Symphony ("**IWS**") dated as of January 3, 2023.

I'm pleased to let you know that the City will make an additional grant to the IWS in the amount of \$7,120, which brings the IWS's total 2023 City of Carmel Arts Grant amount to \$35,600.

Therefore, pursuant to Paragraph 16 of the Agreement, the City and the IWS agree to amend the Agreement as follows:

Paragraph 2 of the Agreement is deleted in its entirety and replaced by the following:

"2. Grant Agreement. The City, after review and recommendation by the Mayor, agrees to grant \$35,600.00 to the Grantee for the eligible costs of the project (the "**Project**") or services as described in Exhibits "A" and "B" of this Agreement. The funds shall be used exclusively in accordance with the provisions contained in this Agreement. Generally, the Grant award may not exceed one third (1/3) of Grantee's combined contributed income, revenue of sales, and/or ticket revenue from the previous year. The City of Carmel may, however, make exceptions for start-up organizations that have been in existence for three (3) years or less."

Except as expressly provided in this letter, all terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed.

If the foregoing accurately reflects our understanding, kindly sign and date this letter and return to Sharon Kibbe. Once received, you may anticipate receipt of the grant check within a few weeks.

Very truly yours,

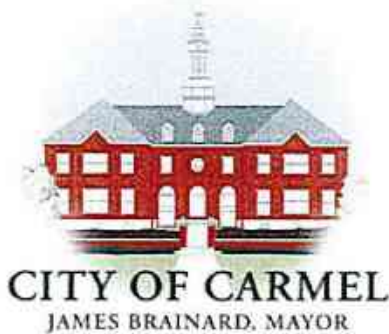


James Brainard
Mayor

Agreed to and accepted:

Indiana Wind Symphony

By: Linda M Moore, Indiana Wind Symphony
Name: Linda M Moore
Title: President, Board of Directors
Date: 3/2/2023



February 23, 2023

Via email to: kferger.ghdt@gmail.com

Gregory Hancock Dance Theatre, Inc.
329 Gradle Drive
Carmel, IN 46032
Attn: Kirsten Ferger

APPROVED
By Sergey Orshupkin at 1:00 pm, Mar 07, 2023

Dear Ms. Ferger:

This letter refers to Arts Grant Program Agreement (the "**Agreement**"), between the City of Carmel, Indiana ("**City**") and the Gregory Hancock Dance Theatre, Inc. ("**GHDT**") dated as of January 3, 2023.

I'm pleased to let you know that the City will make an additional grant to the GHDT in the amount of \$14,240, which brings the GHDT's total 2023 City of Carmel Arts Grant amount to \$71,200.

Therefore, pursuant to Paragraph 16 of the Agreement, the City and the GHDT hereby agree to amend the Agreement as follows:


Paragraph 2 of the Agreement is deleted in its entirety and replaced by the following:

"2. Grant Agreement. The City, after review and recommendation by the Mayor, agrees to grant \$71,200.00 to the Grantee for the eligible costs of the project (the "Project") or services as described in Exhibits "A" and "B" of this Agreement. The funds shall be used exclusively in accordance with the provisions contained in this Agreement. Generally, the Grant award may not exceed one third (1/3) of Grantee's combined contributed income, revenue of sales, and/or ticket revenue from the previous year. The City of Carmel may, however, make exceptions for start-up organizations that have been in existence for three (3) years or less."

Except as expressly provided in this letter, all terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed.


If the foregoing accurately reflects our understanding, kindly sign and date this letter and return to Sharon Kibbe. Once received, you may anticipate receipt of the grant check within a few weeks.

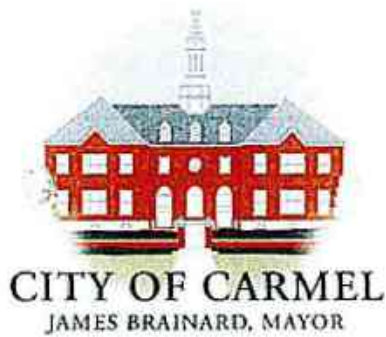
Very truly yours,


James Brainard
Mayor

Agreed to and accepted:

Gregory Hancock Dance Theatre, Inc.

B. 
Name: KIRTEN A FERFER
Title: GHDG Board President
Date: 2-24-2023



February 24, 2023

Via email to: kferger.ghdt@gmail.com

Gregory Hancock Dance Theatre, Inc.
329 Gradle Drive
Carmel, IN 46032
Attn: Kirsten Ferger

APPROVED
By: Gregory Hancock on 02/24/23, 10:00 AM

Dear Kirsten:

This letter refers to Arts Grant Program Agreement (the "**Agreement**"), between the City of Carmel, Indiana ("**City**") and the Gregory Hancock Dance Theatre, Inc. ("**GHDT**") dated as of January 3, 2023.

I'm pleased to let you know that the City will make an additional grant to the GHDT in the amount of \$17,000, which brings the GHDT's total 2023 City of Carmel Arts Grant amount to \$88,200.

Therefore, pursuant to Paragraph 16 of the Agreement, the City and the GHDT hereby agree to amend the Agreement as follows:

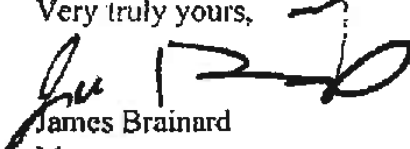
Paragraph 2 of the Agreement is deleted in its entirety and replaced by the following:

"2. Grant Agreement. The City, after review and recommendation by the Mayor, agrees to grant \$88,200.00 to the Grantee for the eligible costs of the project (the "**Project**") or services as described in Exhibits "A" and "B" of this Agreement. The funds shall be used exclusively in accordance with the provisions contained in this Agreement. Generally, the Grant award may not exceed one third (1/3) of Grantee's combined contributed income, revenue of sales, and/or ticket revenue from the previous year. The City of Carmel may, however, make exceptions for start-up organizations that have been in existence for three (3) years or less."

Except as expressly provided in this letter, all terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed.

If the foregoing accurately reflects our understanding, kindly sign and date this letter and return to Sharon Kibbe. Once received, you may anticipate receipt of the grant check within a few weeks.

Very truly yours,


James Brainard
Mayor

Agreed to and accepted:

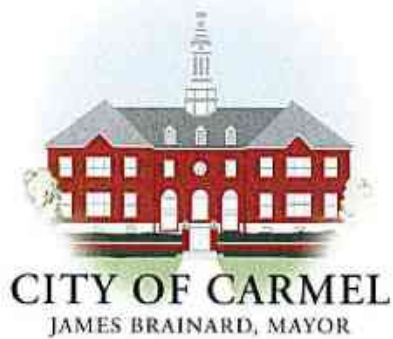
Gregory Hancock Dance Theatre, Inc.

By: 

Name: Kirsten A Fergel

Title: President GHDT Board of Directors

Date: 3-1-2023



February 24, 2023

Via email to: julia@civictheatre.org

Booth Tarkington Civic Theatre
3 Carter Green
Carmel, IN 46032
Attn: Julia Bonnett

APPROVED
By Sergey Greshchuk at 8:07 am, Mar 03, 2023

Dear Julia:

This letter refers to Arts Grant Program Agreement (the "**Agreement**"), between the City of Carmel, Indiana ("**City**") and the Booth Tarkington Civic Theatre ("**Civic Theatre**") dated as of January 3, 2023.

I'm pleased to let you know that the City will make an additional grant to the Civic Theatre in the amount of \$37,380, which brings the Civic Theatre's total 2023 City of Carmel Arts Grant amount to \$186,900.

Therefore, pursuant to Paragraph 16 of the Agreement, the City and the Civic Theatre hereby agree to amend the Agreement as follows:

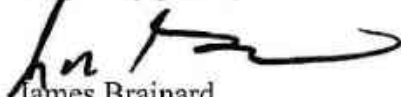
Paragraph 2 of the Agreement is deleted in its entirety and replaced by the following:

"2. Grant Agreement. The City, after review and recommendation by the Mayor, agrees to grant \$186,900.00 to the Grantee for the eligible costs of the project (the "Project") or services as described in Exhibits "A" and "B" of this Agreement. The funds shall be used exclusively in accordance with the provisions contained in this Agreement. Generally, the Grant award may not exceed one third (1/3) of Grantee's combined contributed income, revenue of sales, and/or ticket revenue from the previous year. The City of Carmel may, however, make exceptions for start-up organizations that have been in existence for three (3) years or less."

Except as expressly provided in this letter, all terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed.

If the foregoing accurately reflects our understanding, kindly sign and date this letter and return to Sharon Kibbe. Once received, you may anticipate receipt of the grant check within a few weeks.

Very truly yours ✓


James Brainard
Mayor

Agreed to and accepted:

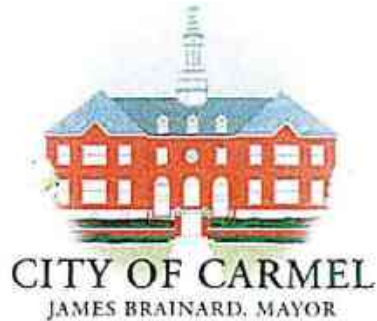
Booth Tarkington Civic Theatre

By: 

Name: Julia Bonnett

Title: Director of Development & Administration

Date: March 2, 2023



February 23, 2023

Via email to: willwood@thecat.biz

The CAT, Ltd.
254 Veterans Way
Carmel, IN 6032
Attn: Willie Wood

Dear Willie:

APPROVED
By James Brainard on 02/23/2023

This letter refers to Arts Grant Program Agreement (the "**Agreement**"), between the City of Carmel, Indiana ("**City**") and The CAT, Ltd. ("**CAT** ") dated as of January 3, 2023.

I'm pleased to let you know that the City will make an additional grant to the CAT in the amount of \$16,020, which brings the CAT's total 2023 City of Carmel Arts Grant amount to \$80,100.

Therefore, pursuant to Paragraph 16 of the Agreement, the City and the CAT hereby agree to amend the Agreement as follows:

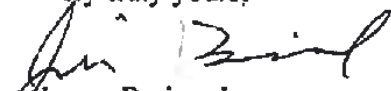
Paragraph 2 of the Agreement is deleted in its entirety and replaced by the following:

"2. Grant Agreement. The City, after review and recommendation by the Mayor, agrees to grant \$80,100.00 to the Grantee for the eligible costs of the project (the "Project") or services as described in Exhibits "A" and "B" of this Agreement. The funds shall be used exclusively in accordance with the provisions contained in this Agreement. Generally, the Grant award may not exceed one third (1/3) of Grantee's combined contributed income, revenue of sales, and/or ticket revenue from the previous year. The City of Carmel may, however, make exceptions for start-up organizations that have been in existence for three (3) years or less."

Except as expressly provided in this letter, all terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed.

If the foregoing accurately reflects our understanding, kindly sign and date this letter and return to Sharon Kibbe. Once received, you may anticipate receipt of the grant check within a few weeks.

Very truly yours,


James Brainard
Mayor

Agreed to and accepted:


The CAT. Ltd.

By: _____

Name: _____

Title: _____

Date: _____


William R. Wood
Founding artistic director, The Cat
3-3-23

RESOLUTION NO. BPW 03-15-23-04

**RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY
ACKNOWLEDGING ARTS GRANT PROGRAM AGREEMENT**

WHEREAS, pursuant to Indiana Code 36-1-4-7, the City of Carmel, Indiana ("City"), is authorized to enter into contracts; and

WHEREAS, pursuant to Indiana Code 36-4-5-3, the City's mayor may enter into contracts on behalf of the City; and

WHEREAS, pursuant to his authority under Indiana law, the City's mayor, the Honorable James C. Brainard, has caused to be signed the Arts Grant attached hereto as Exhibit A (the "Contract"); and

WHEREAS, Mayor Brainard now wishes to present the contract to the City's Board of Public Works and Safety for it to be publicly acknowledged, filed in the Clerk's Office, and made available to the public for review.

NOW, THEREFORE, BE IT RESOLVED by the City of Carmel Board of Public Works and Safety as follows:

1. The foregoing Recitals are incorporated herein by this reference.
2. The receipt of the Contract is hereby acknowledged.

3. The Contract shall be promptly filed in the office of the Clerk and thereafter made available to the public for review.

SO RESOLVED this _____ day of _____, 2023.

CITY OF CARMEL, INDIANA
By and through its Board of Public Works and Safety

BY:

James Brainard, Presiding Officer
Date: _____

Mary Ann Burke, Member
Date: _____

Lori S. Watson, Member
Date: _____

ATTEST:

Sue Wolfgang, Clerk
Date: _____



ARTS GRANT PROGRAM AGREEMENT

APPROVED
By City Council Resolution 4-02 per. March, 2003

This Grant Agreement (herein referred to as "Agreement") entered into by and between the City of Carmel (the "City") and The Great American Songbook Foundation (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. That on behalf of Grantee, a not-for-profit corporation, I, Chris Lewis, an authorized representative of Grantee, have applied for a City of Carmel ("Grantor") Arts Grant, said application attached hereto and made a part hereof as Exhibit "A."
2. **Grant Agreement.** The City, after review and recommendation by the Mayor, agrees to grant \$ 175,000.00 to the Grantee for the eligible costs of the project (the "Project") or services as described in Exhibits "A" and "B" of this Agreement. The funds shall be used exclusively in accordance with the provisions contained in this Agreement. Generally, the Grant award may not exceed one third (1/3) of Grantee's combined contributed income, revenue of sales, and/or ticket revenue from the previous year. The City of Carmel may, however, make exceptions for start-up organizations that have been in existence for three (3) years or less.
3. **Design and Implementation of Project.** The Grantee agrees to use any and all grant funds in accordance with the proposal contained within this agreement and any documents attached to this Agreement, which are incorporated by reference.
4. **Warranty of non-profit status.** Grantee hereby represents and warrants that it is a not-for-profit entity with a determination letter from the Internal Revenue Service declaring that it is exempt from Federal income tax.

5. **Payment of Grant Funds by the City.** The payment of this Grant by the City to the Grantee shall be made in accordance with the following conditions:
- A. This Agreement must be fully executed and signed by both Grantee and Grantor.
 - B. Grantee has attached all the following information, which it represents and warrants to be true and accurate, all which have been incorporated fully by reference:
 - 1. An application and description of the proposed use of the grant funds (EXHIBIT A); and
 - 2. A budget for the calendar or fiscal year for which the grant is requested (EXHIBIT B); and
 - 3. Certified copies of incorporation as a not-for-profit corporation under state law (EXHIBIT C); and
 - 4. A not-for-profit application or determination letter from the U.S. Internal Revenue Service identifying that it is a not-for-profit corporation that is exempt from Federal income tax (EXHIBIT D); and
 - 5. Any audits, reviews or compilations available describing the financial condition of the Grantee, unaudited Balance Sheet and Income Statement, most recent available IRS Form 990, and the attached Affidavit (EXHIBIT E); and
 - 6. A list of the Grantee's board of directors and officers listed (EXHIBIT F); and
 - 7. A Year End Report from the previous year if Grantee received an Arts Grant from the City of Carmel in the previous calendar year, pursuant to paragraph 8 herein (EXHIBIT G).
 - C. Any other grant conditions that City requires to be met by Grantee, specifically:

6. **Grantor's right to request audit or review.** Grantee shall submit to an audit or review by an independent Certified Public Accountant of funds at the City's request, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement, and for a period of three (3) years after final payment of funds under this Agreement, for the purpose of an audit by the City of Carmel, the State of Indiana, or their designees. Said review or audit, if requested, shall be performed by a Certified Public Accountant ("CPA") who

is neither an employee of Grantee nor a member of the Grantee's Board of Directors, to be provided to the City of Carmel by March 31 of the following year.

7. **Quarterly financial statements.** Grantee agrees to provide the City of Carmel quarterly financial statements within 45 days after each quarter-end for Grant awards in excess of sixty thousand dollars (\$60,000).
8. **Year-end review.** Grantee agrees to provide the City of Carmel a year-end report ("Year End Report") for each year, describing how the grant was used and the impact of the dollars received.
9. **Funding Credit.** Grantee agrees to credit the City of Carmel in the printed materials associated with a funded program or project. The City of Carmel will supply, upon request, Grantee with the graphics/logos necessary for compliance.
10. **Statutory Authority of Grantee.** The Grantee expressly represents and warrants to the City that it is statutorily eligible to receive these monies and it expressly agrees to repay all monies paid to it under this Grant, should a legal determination of its ineligibility be made by any Court of competent jurisdiction.
11. **Use of Grant Funds by Grantee.** The funds received by the Grantee pursuant to this Agreement shall be used only to implement the Project or provide the services in conformance with the Budget and for no other purpose. If it is determined by the City that misappropriation of funds have occurred, the Grantee must return all funds received by Grantor and individuals who misuse Grant funds may also be subject to civil and/or criminal liability under Indiana and Federal law.
12. **Employment Eligibility Verification.** The Grantee affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

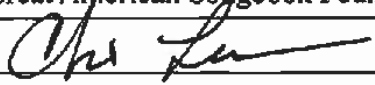
The Grantee affirms under the penalties of perjury that he/she/it has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7. The Grantee agrees to provide documentation to the City that he/she/it has enrolled and is participating in the E-Verify program.

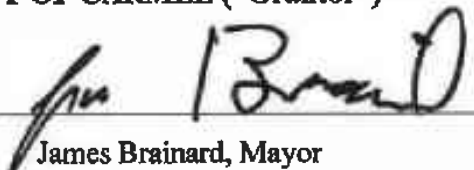
The City may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.


13. **Governing Law; Lawsuits.** This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

14. **Relationship of Parties.** The relationship of the parties hereto shall be as provided for in this Agreement, and neither Grantee nor any of its compensated officers, employees, contractors, subcontractors and/or agents are employees of City. The Grant amount set forth herein shall be the full and maximum compensation and monies required of City to be paid to Grantee under or pursuant to his Agreement.
15. **Severability.** If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provision of this Agreement shall remain in full force and effect.
16. **Entire Agreement.** This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Grantee and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 15 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as follows:

The Great American Songbook Foundation _____ (“Grantee”)
 By:  (Signature)
 Printed Name of Officer: Chris Lewis Title: Executive Director
 Date: 11-28-2022

CITY OF CARMEL (“Grantor”)
 By: 
 James Brainard, Mayor
 Date: 2-28-2023

ATTEST:

 Date: 2-28-2023

If you have any question concerning the City of Carmel’s 2023 Arts Grant Program, grant writing, guidelines or application materials, contact: Sharon Kibbe, City of Carmel, One Civic Square, Carmel, IN 46032, Phone: 317-571-2483, skibbe@carmel.in.gov.

Exhibit "A"

An Application and Description of the Proposed Use of the Grant Funds

APPLICANT:

Name of organization: The Great American Songbook Foundation
Address: 1 Carter Green
Carmel, IN 46032
Telephone: 317-844-2251 Fax: _____
Contact Person: Chris Lewis
Email: clewis@thesongbook.org

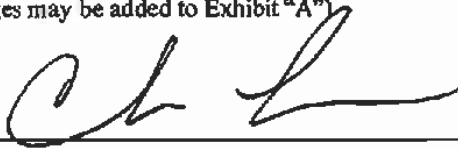
APPLICATION AMOUNT: \$ 250,000.00

DESCRIPTION OF THE PROPOSED USE OF THE GRANT FUNDS:

Songbook Academy - \$75,000
Musicology Conference - \$10,000
Library and Archives - \$30,000
Public Relations Consultant - \$20,000
Grant Writing Consultant - \$20,000
Perfect Harmony Conference - \$20,000
Museum Planning - \$50,000
Website/Technology - \$25,000

Please see Exhibit A attachments for more detailed information.

(Additional pages may be added to Exhibit "A")

Signature: 
Printed Name of Officer: Chris Lewis
Title: Executive Director
Date: 11.18.10

**ARTS PROGRAM GRANT
EXHIBIT A**



*The Great American
Songbook Foundation*
Michael Feinstein, Founder

AT THE CENTER FOR THE PERFORMING ARTS

Introduction

The Great American Songbook Foundation's Board of Directors and staff thank Mayor Brainard and the City of Carmel for the opportunity to request funds through the City's Arts Grant Program. GASF is applying for general operating support from the City of Carmel Arts Grant Program in the amount of \$250,000. As a percentage of GASF's operating budget, this request respectfully remains in line with City's funding for peer arts organizations housed at the Center for the Performing Arts. During the most recent fiscal year GASF has served nearly 30,000 participants through educational programming, over 135,000 visitors through exhibitions and archive tours, and approximately 85,000 in additional online programs and exhibitions.

Building on several areas of organizational success that corresponded to the City's 2022 funding support, we are excited to submit a request detailing the Great American Songbook Foundation's (GASF) programs and focus areas for 2023. Prominent among them are: 1) investing in organizational financial stability through individual donors, major gifts, and establishing and building an endowment fund; 2) continuing to deliver programs of the highest artistic quality while developing GASF's reach nationally through program and partnership opportunities; 3) continuing collections stewardship at industry best-practice levels while pursuing funding for preserving growing collections areas; and, 4) conducting a feasibility study to explore space requirements and community support for a stand-alone museum.

Financial and Organizational Overview

The Great American Songbook Foundation (GASF) is a 501(c)3 nonprofit organization dedicated to the preservation and promotion of the music of the Great American Songbook. Physically located at The Center for the Performing Arts in Carmel, Indiana, GASF is led by six full-time professional staff and governed by a 23-member Board of Directors that meets quarterly. GASF has an operating budget of \$1.838 million in fiscal year 2023 that runs from July 1, 2022 through June 30, 2023. Worth noting is the consistency and generosity of the Board of Directors in their support of the organization through financial contributions including through the planned giving campaign launched in 2022. GASF exceeded projected revenue goals for the fiscal year ending June 30, 2022, by 33% over the prior year and contributions from individual donors saw a 22% increase. A Lifetime Giving Society has been created to celebrate individuals whose cumulative giving has reached the \$100,000+, \$500,000+, and \$1,000,000+ milestones.

Leveraging the City of Carmel's \$142,000 investment in 2022, GASF was able to secure \$131,000 in grant funds from federal and state agencies as well as from private foundations. An additional \$230,000 in grants have been submitted and are pending review. GASF continues to prove that it is a worthy steward of the City's financial investments and has a strong track record of obtaining funding through a variety of revenue streams beyond the City's Arts Program Grant.

GASF officially engaged the GRAMMY Museum Foundation to guide GASF through the Museum planning process and are currently working with the GRAMMY Museum consultants on preliminary plans. As part of the research phase of this work, GASF staff have made museum visits with the consultants to the Woody Guthrie Center, Bob Dylan Center, the OK Pop Museum, and the Church Studio. Additionally, all GASF staff members and CPA/GASF Development staff participated in a training on managing Capital Campaigns presented by the Lilly School of Philanthropy.

Diversity, Equity, and Inclusion (DEI) Work

GASF completed phase one of their work with Optimist Business Solutions (OBS) to develop and implement a strategy for Diversity, Equity, and Inclusion for CPA and GASF. Phase one involved a comprehensive audit of policies and procedures culminating in an action plan with a recommendation from OBS. Phase two begins the implementation and accountability work. This important work is being led by CPA's new Director of Human Resources, Jill Clark. GASF is now in phase two, a strategy has been created outlining an initial one-year plan to build an infrastructure to support the development and expansion of the culture of diversity and inclusion into all aspects of our organization. The strategy is comprised of three key goals and identifies the steps to be taken over the next year to achieve these goals. GASF and CPA's DEI work will focus on the areas of Workforce, Workplace, and Permanency and Accountability. Goals for these areas include: 1. Recruit, hire, and maintain a diverse workforce to broaden perspectives at all levels of the organization; 2. Create and sustain an inclusive culture and environment that encourages collaboration, flexibility, and fairness to all who work at or visit our campus; 3. Identify and break down systemic barriers to full inclusion and hold leaders accountable for the success of the DEI initiatives.

Programming Overview

Songbook Academy



"What an honor it is to gather once again to hear the bright young voices of tomorrow sing the timeless standards of the Great American Songbook."
Michael Feinstein

Promotion of the 2023 Songbook Academy is already underway with applications opening in Winter 2022. GASF staff and the Program Committee continue to explore modifications to the program format that will expand the scope of educational offerings and allow for program growth. While the 2023 Academy is expected to be an in-person event, virtual opportunities will continue to be offered due to an increasing demand both nationally and internationally. Building on last year's efforts, GASF will continue to pursue diverse representation in all areas of the Academy including among screeners, mentors, vocal coaches, musical directors, and workshop leaders.

Perfect Harmony



Elyssa DiRaddo (MT-BC) from Opportunities for Positive Growth leading November's singing & discussion activity to "We Are Family".

The Perfect Harmony program positively affects the quality of life for people living with dementia or early onset Alzheimer's disease. In the current environment that continues to isolate the most vulnerable, it is more important than ever to reach this audience. Facilities are still unable to bring residents on campus for Perfect Harmony and a timeline for the return to in-person programming remains in flux. However, the online resources are being well-utilized each month.

Continuing with new efforts to collaborate with local arts organizations and performing artists, upcoming resources feature the Indiana Wind Symphony, Indianapolis Ballet's Dance for Parkinson's program, Actor's Theatre of Indiana, equity actors from Beef & Boards Dinner Theatre and The Phoenix Theatre, Songbook Academy alumni and faculty, and several local pianists and professional vocalists based in the Central Indiana area. GASF has filmed monthly resource offerings through March of 2023 (represents 30 new videos/6 activity packets) exploring themes ranging from Gratitude to the NEW American Songbook (i.e. more contemporary tunes written beyond the 1960s that have endured for 30, 40, 50+ years).

These efforts to work ahead on the production process for Perfect Harmony's virtual resources will allow staff to focus on the transition back to in-person programs this Fall. Sessions are expected to begin with the Alzheimer's Association in November with a gradual return to offering programs for local senior living communities. A new session format will incorporate the virtual resource offerings into the in-person programs.

The Songhook Exhibit Gallery



GASF's current exhibit will run through the end of 2022.

Supported in part by a grant from the National Endowment for the Arts, GASF's current exhibit, *From the Jazz Age to Streaming: The Soundtrack of the 20s-20s* uses the lens of popular music to explore the similarities and differences between the 1920s, marking the beginning of the Golden

Age of the Great American Songbook, and the 2020s, marking the beginning of an era changed by the pandemic and other social and cultural issues.

America entered the 1920s having battled foreign enemies during World War I and the unseen enemy of the Spanish Flu epidemic. In the 1920s, the federal government passed laws giving women the right to vote, prohibited the production and sale of alcohol, and saw the rise of the organized Ku Klux Klan. This convergence of social and political issues occurred while new forms of mass media, such as radio, delivered to the nation information and entertainment at unprecedented rates. The music at the center of it all was a new art form, American Jazz, grounded in African American song traditions and made popular by the likes of Louis Armstrong and Bessie Smith. Considered a fad at the time, Jazz continued to influence music and culture and gave birth to the songs and styles that would later be known as The Great American Songbook.

Today, a hundred years later, America has faced a global pandemic amid several social movements. Radio survives, yet new forms of technology allow us to tailor our news feeds and music to our personal tastes. Hip Hop, Rap, and Soul and current artists of color like Lizzo, Rhianna, Drake, and Jay Z, are driving popular culture and music. Just like Jazz influenced the Tin Pan Alley songs and Broadway musicals of the 1920s, popular music continues to shape other art forms (i.e. *Hamilton: The Musical*) and reflects popular sentiments, perspectives, and views. The exhibit will explore questions such as: Will the 2020s roar like the 1920s? What can the evolution of music during the early Songbook Era teach us about how popular music will change over the next decade? What can we learn about music's role in influencing societal change?



Lyricist Ted Koehler with Composer Harold Arlen at the piano on display in the Exhibit Gallery as can be seen in the previous photograph.

The exhibit features sheet music, photos, lyrics, arrangements, and instruments from GASF's collections that elucidate 1920s popular music. The gallery's interactive components include samples of 1920s jazz as well as contemporary music. Also featured is the recently acquired

personal piano of composer Harold Arlen, who is widely considered one of the Great American Composers of the 20th century and contributed over 400 songs to music history. The piano, presented to the Foundation by his sister-in-law Rita Arlen is proudly displayed in the Songbook Exhibit Gallery as a part this exhibit. A traveling exhibit featuring the same information will also be made available for loan to schools, libraries, and other civic institutions.

Highlights of the exhibition include tactile interactives in the form of radio dials placed throughout the exhibit; an interactive music quiz taken on the visitor's mobile device; additional learning opportunities beyond the exhibit; and exhibit content featuring the music and accomplishments of Songbook Academy Alumni and with a focus on diversity, equity, and inclusion. The exhibit also has companion online and traveling exhibit formats.

Traveling exhibit loans are on the rise with exhibits being hosted in five states and seven locations since April. The exhibitions have traveled to Wisconsin, Illinois, Iowa, and Virginia and have already been seen by nearly 130,000 visitors through their host sites.

"This is one of the best exhibits we have had on display. So informative. The best part is it's mobile. It could be enjoyed all over the facility." Nick Whitehurst Executive Director Music Man Square

Archives



GASF's popular web series *In the Archives* continues for its third season with recorded content through June of 2023. New episodes introduce special guests from the Songbook Academy community as well as Archives staff members, Emily Rapoza and Anna LoPrete. Episode topics explore names represented in the Library & Archives such as Diahann Carroll, Alice Faye, Gus Kahn, Tony Martin, and Newton Wayland, and themes including music education, the life of a touring artist, Songbook Hall of Fame inductees, and Jewish songwriters who wrote the holiday Songbook. In addition to the *In the Archives* series, staff have unveiled a new *Unboxing Series* showcasing the first look at collections that arrive in the Library & Archives before they have made it to the processing room. The first installments of the series were filmed with visiting researcher and Professor of Musicology, Dr. Dominic Broomfield-McHugh, and will continue with Archives staff members. Unlike *In the Archives*, which is created for release on the

Foundation's YouTube platform in 10–15-minute installments, the *Unboxing Series* has been created for platforms such as Instagram and TikTok in more concise episode length and format.

GASF recently introduced a new series called *Archives Artifacts*. This series takes an in-depth look at one item from the Songbook Library and Archives and connects that item to a larger piece of history, a recording of an arrangement, or a significant personal connection. The first three installments of the series include: *Shirley Booth on The Andy Williams Show*, *A Happy Find in the Songbook Library and Archives*, and *Willson Leads the Disney Parade*.

Songbook Collections Stewardship



The Songbook Foundation Special Collections and Archives includes more than 40,000 pieces of sheet music, 1,000+ arrangements including those written for Bob Hope, Sandler & Young, Dinah Washington, Bing Crosby and many more. Plus 3,000 books, 7,000 LPs, 1,000 DVDs and more than 6,000 CDs. Further, GASF Archives features the most comprehensive collection of Andrews Sisters items, the Meredith Willson papers (composer of *The Music Man*), Hy Zaret papers, Rudy Vallee Radio Show recordings, plus the papers of noted lyricist and composer Gus Kahn and Ray Charles. In the first quarter of this fiscal year GASF has already added three collections: Richard Humber Arrangements, Arthur Schwartz Research Collection, and the David Golding Playbill Collection. GASF continues working with the Collections Committee to acquire collections that add to the mission and focus of the archive and library. Most recently, approval was given to accept the Gary Owens collection. This collection consists of 40 reel-to-reel tapes that contain radio shows and interviews with numerous celebrities and musical artists. A collection of this type allows GASF to offer a unique snapshot of music and pop culture from the 1960's and beyond.

In organizational news, the Library and Archives has hired Elisabeth Hedges to be GASF's Processing Archivist. This role is grant-funded through IMLS, and Elisabeth is focusing on the

processing, rehousing, and reorganizing of the Meredith Willson collection. She is the point for Willson-related reference questions and has also been working with Willson experts to grow her knowledge base.

Conclusion

GASF is proud to be a part of Carmel's cultural fabric serving the greater Indianapolis-metropolitan area through its programming at the Center for the Performing Arts. As an organization, GASF realizes it has the enviable opportunity to connect on a community-wide level with participants while being able to bring regional and national participation and resources to our programming. GASF continues to be a strong, fiscally responsible organization that delivers unique programming of the highest artistic quality. The Great American Songbook Foundation appreciates the consideration of Mayor Brainard and the City of Carmel to continue their support of one of Carmel's cultural jewels.

Exhibit B

Great American Songbook Foundation Budget
Fiscal Year Ending June 30, 2023

	A	B	C	D	E	F	G	H	J	K	L	N	O	P	Q
	GASF Operations				GASF Board Designated Activities			Total GASF							
2	Operating Budget				FY23 Budget	FY22 Budget	Change	%	FY23 Budget	FY22 Budget	Change	FY23 Budget	FY22 Budget	Change	
3	Revenues														
4					897,500	825,000	72,500	9%	-	-	-	897,500	825,000	72,500	
5					40,000	30,000	10,000	33%	-	-	-	40,000	30,000	10,000	
6					239,700	187,300	52,400	28%	-	-	-	239,700	187,300	52,400	
7					253,000	168,000	85,000	51%	-	-	-	253,000	168,000	85,000	
8					76,525	135,000	(58,475)	-43%	-	-	-	76,525	135,000	(58,475)	
9					-	-	-	-	-	-	-	-	-	-	
10					91,550	80,000	11,550	14%	-	-	-	91,550	80,000	11,550	
11					1,598,275	1,425,300	172,975	12%	-	-	-	1,598,275	1,425,300	172,975	
12															
13					-	-	-	-	-	-	-	-	-	-	
14					-	-	-	-	-	-	-	-	-	-	
15					-	-	-	-	-	-	-	-	-	-	
16					-	-	-	-	-	-	-	-	-	-	
17					-	-	-	-	-	-	-	-	-	-	
18					-	-	-	-	-	-	-	-	-	-	
19					40,000	27,000	13,000	-	-	-	-	40,000	27,000	13,000	
20					-	10,000	(10,000)	-	200,000	230,000	(30,000)	200,000	240,000	(40,000)	
21					-	-	-	-	-	-	-	-	-	-	
22					\$1,638,275	\$1,462,300	\$175,975	12%	\$200,000	\$230,000	\$(30,000)	\$1,838,275	\$1,692,300	\$145,975	
23															
24	Expenses														
25					684,520	653,250	31,270	5%	17,995	-	17,995	702,515	653,250	49,265	
26					170,445	162,660	7,785	5%	4,480	-	4,480	174,925	162,660	12,265	
27					-	-	-	-	-	-	-	-	-	-	
28					233,375	176,425	56,950	32%	103,000	10,000	93,000	336,375	186,425	149,950	
29					89,070	80,625	8,445	10%	54,000	54,000	-	143,070	134,625	8,445	
30					44,125	38,750	5,375	14%	25,000	-	25,000	69,125	38,750	30,375	
31					72,500	32,550	39,950	123%	-	-	-	72,500	32,550	39,950	
32					130,140	114,140	16,000	14%	-	-	-	130,140	114,140	16,000	
33					50,750	60,250	(9,500)	-16%	-	15,000	(15,000)	50,750	75,250	(24,500)	
34					13,300	24,900	(11,600)	-47%	-	-	-	13,300	24,900	(11,600)	
35					34,000	34,000	-	0%	-	-	-	34,000	34,000	-	
36					91,550	80,000	11,550	14%	-	-	-	91,550	80,000	11,550	
37					-	-	-	-	-	-	-	-	-	-	
38					\$1,613,775	\$1,457,550	\$156,225	11%	\$204,475	\$79,000	\$125,475	\$1,818,250	\$1,536,550	\$281,700	
39															
40					\$ 24,500	\$ 4,750	\$ 19,750		\$(4,475)	\$151,000	\$(155,475)	\$ 20,025	\$ 256,750	\$(135,725)	

**State of Indiana
Office of the Secretary of State**

CERTIFICATE OF RESTATEMENT

of

**THE FEINSTEIN FOUNDATION FOR THE EDUCATION AND
PRESERVATION OF THE GREAT AMERICAN SONGBOOK, INC.**

I, CONNIE LAWSON, Secretary of State of Indiana, hereby certify that Articles of Restatement of the above Non-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

The name following said transaction will be:

THE GREAT AMERICAN SONGBOOK FOUNDATION, INC.

NOW, THEREFORE, with this document I certify that said transaction will become effective Thursday, November 13, 2014.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, November 13, 2014.

Connie Lawson

CONNIE LAWSON,
SECRETARY OF STATE

ARTS GRANT PROGRAM
EXHIBITS C and D

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **SEP 26 2007**

THE FEINSTEIN FOUNDATION FOR THE
EDUCATION AND PRESERVATION OF THE
C/O DORIS ANNE SADLER
12953 PUBLISHERS DR
FISHERS, IN 46038

Employer Identification Number:
26-0620716
DIN:
17053227301047
Contact Person: GARY MUTHERT ID# 3151B
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
DECEMBER 31
Public Charity Status:
509(m) (2)
Form 990 Required:
YES
Effective Date of Exemption:
MAY 31, 2007
Contribution Deductibility:
YES
Advance Ruling Ending Date:
DECEMBER 31, 2011
Addendum Applies:
NO

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

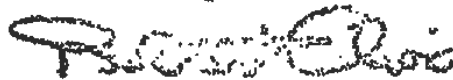
Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

.THE FEINSTEIN FOUNDATION FOR THE

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Choi". The signature is written in a cursive style with some loops and flourishes.

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Publication 4221-PC
Statute Extension

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

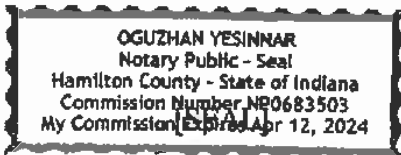
AFFIDAVIT

I, Chris Lewis, an authorized representative of Great American Songbook FAN ("Grantee"), being first duly sworn upon my oath, state that pursuant to paragraph 2 of the City of Carmel Arts Grant Program Agreement, all income of Grantee, including a City of Carmel arts grant, if applicable, revenue of sales, and/or ticket revenue, etc., in the previous year totaled \$ 2,112,997.00.

Chris Lewis

Signature
Printed Name Chris Lewis

Subscribed and sworn to before me, the undersigned Notary Public, this 28 day of November, 2022.



Oguzhan Yesinmar
Signature - Notary Public

Printed Name Oguzhan Yesinmar

Resident of Hamilton County, Indiana

My Commission Expires: April 12, 2024

EXHIBIT E
**** PUBLIC DISCLOSURE COPY ****

Form **990**

Return of Organization Exempt From Income Tax
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

OMB No. 1545-0047

2020

Department of the Treasury
Internal Revenue Service

▶ Do not enter social security numbers on this form as it may be made public.
▶ Go to www.irs.gov/Form990 for instructions and the latest information.

Open to Public Inspection

A For the 2020 calendar year, or tax year beginning **JUL 1, 2020** and ending **JUN 30, 2021**

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization THE GREAT AMERICAN SONGBOOK FOUNDATION, INC.		D Employer identification number 26-0620716	
	Doing business as		E Telephone number 317-844-9446	
	Number and street (or P.O. box if mail is not delivered to street address) Room/suite ONE CARTER GREEN		G Gross receipts \$ 10,002,837.	
	City or town, state or province, country, and ZIP or foreign postal code CARMEL, IN 46032		H(a) Is this a group return for subordinates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> H(b) Are all subordinates included? Yes <input type="checkbox"/> No <input type="checkbox"/> If "No," attach a list. See instructions H(c) Group exemption number ▶	
F Name and address of principal officer: JEFFREY MCDERMOTT SAME AS C ABOVE				
I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () (Insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527				
J Website: ▶ WWW.THESONGBOOK.ORG				
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶			L Year of formation: 2008 M State of legal domicile: IN	

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: TO INSPIRE AND EDUCATE BY CELEBRATING THE GREAT AMERICAN SONGBOOK.			
	2 Check this box <input checked="" type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.			
	3	Number of voting members of the governing body (Part VI, line 1a) 23		
	4	Number of independent voting members of the governing body (Part VI, line 1b) 23		
	5	Total number of individuals employed in calendar year 2020 (Part V, line 2a) 9		
	6	Total number of volunteers (estimate if necessary) 24		
	7a	Total unrelated business revenue from Part VIII, column (C), line 12 0.		
7b	Net unrelated business taxable income from Form 990-T, Part I, line 11 0.			
Revenue	8	Contributions and grants (Part VIII, line 1h) 1,690,309.	Prior Year	Current Year
	9	Program service revenue (Part VIII, line 2g) 30,747.	1,690,309.	1,455,622.
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d) 632.	30,747.	39,357.
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e) 30,618.	632.	-197,068.
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12) 1,752,306.	30,618.	4,926.
	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3) 0.	1,752,306.	1,302,837.
	14	Benefits paid to or for members (Part IX, column (A), line 4) 0.	0.	0.
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 6-10) 987,036.	0.	840,119.
	16a	Professional fundraising fees (Part IX, column (A), line 11e) 0.	987,036.	840,119.
Expenses	16b	Total fundraising expenses (Part IX, column (D), line 25) ▶ 329,857.	0.	0.
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e) 852,778.	852,778.	891,194.
	18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25) 1,839,814.	1,839,814.	1,731,313.
	19	Revenue less expenses. Subtract line 18 from line 12 -87,508.	-87,508.	-428,476.
	Net Assets or Fund Balances	20	Total assets (Part X, line 16) 10,782,328.	Beginning of Current Year
21		Total liabilities (Part X, line 26) 1,337,100.	10,782,328.	9,097,813.
22		Net assets or fund balances. Subtract line 21 from line 20 9,445,228.	1,337,100.	81,061.
			9,445,228.	9,016,752.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer		Date		
	JEFFREY MCDERMOTT, PRESIDENT/CEO Type or print name and title				
Paid Preparer Use Only	Print/type preparer's name	Preparer's signature	Date	Check	PTIN
	CASSE TATE	CASSE TATE	05/02/22	<input type="checkbox"/>	P01271193
Firm's name ▶ KSM BUSINESS SERVICES, INC			Firm's EIN ▶ 35-2123203		
Firm's address ▶ PO BOX 40857 INDIANAPOLIS, IN 46240			Phone no. (317) 580-2000		

May the IRS discuss this return with the preparer shown above? See instructions Yes No



*The Great American
Songbook Foundation*
Michael Feinstein, Founder

FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITORS' REPORT

June 30, 2021

THE GREAT AMERICAN SONGBOOK FOUNDATION, INC.

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Our People: Your Success

Independent Auditors' Report

Board of Directors
The Great American Songbook Foundation, Inc.

We have audited the accompanying financial statements of The Great American Songbook Foundation, Inc. (a not-for-profit organization), which comprise the statement of financial position as of June 30, 2021, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards and guidelines require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Great American Songbook Foundation, Inc. as of June 30, 2021, and the change in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Katy Sapper & Miller, LLP

Indianapolis, Indiana
December 20, 2021

THE GREAT AMERICAN SONGBOOK FOUNDATION, INC.

STATEMENT OF FINANCIAL POSITION
June 30, 2021

ASSETS

CURRENT ASSETS

Cash and equivalents	\$ 7,154,220
Accounts receivable	10,266
Promises to give, net	367,944
Prepaid expenses	10,958
Total Current Assets	<u>7,543,388</u>

PROPERTY AND EQUIPMENT, net

112,461

OTHER ASSETS

Collections	963,875
Promises to give, net	33,861
Charitable remainder trust	444,228
Total Other Assets	<u>1,441,964</u>

TOTAL ASSETS

\$ 9,097,813

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable	\$ 29,474
Accrued expenses	49,685
Due to The Center for the Performing Arts, Inc.	1,902
Total Current Liabilities	<u>81,061</u>

Total Liabilities

81,061

NET ASSETS

Without donor restrictions	7,821,822
With donor restrictions	1,194,930
Total Net Assets	<u>9,016,752</u>

TOTAL LIABILITIES AND NET ASSETS

\$ 9,097,813

See accompanying notes.

THE GREAT AMERICAN SONGBOOK FOUNDATION, INC.

STATEMENT OF ACTIVITIES
Year Ended June 30, 2021

	Without Donor Restrictions	With Donor Restrictions	Total
REVENUE AND SUPPORT			
Earned Revenue:			
Service revenue	\$ 12,168		\$ 12,168
Other	35,047		35,047
Total Earned Revenue	<u>47,215</u>		<u>47,215</u>
Government grants	<u>302,119</u>		<u>302,119</u>
Contributed Income:			
Contributions	630,225	\$ 498,728	1,128,953
Contributions of collections	24,550		24,550
In-kind revenue	54,772		54,772
Total Contributed Income	<u>709,547</u>	<u>498,728</u>	<u>1,208,275</u>
Net Assets Released from Restrictions	<u>388,320</u>	<u>(388,320)</u>	
Total Revenue and Support	<u>1,447,201</u>	<u>110,408</u>	<u>1,557,609</u>
EXPENSES			
Program services:			
Museum and property activities	957,202		957,202
Community education and outreach	299,185		299,185
Supporting services:			
Management and general	199,730		199,730
Fundraising	329,968		329,968
Total Expenses	<u>1,786,085</u>		<u>1,786,085</u>
CHANGE IN NET ASSETS BEFORE LOSS ON DISPOSAL OF PROPERTY HELD FOR SALE	(338,884)	110,408	(228,476)
LOSS ON DISPOSAL OF PROPERTY HELD FOR SALE	<u>(200,000)</u>		<u>(200,000)</u>
CHANGE IN NET ASSETS	(538,884)	110,408	(428,476)
NET ASSETS			
Beginning of Year	<u>8,360,706</u>	<u>1,084,522</u>	<u>9,445,228</u>
End of Year	<u>\$ 7,821,822</u>	<u>\$ 1,194,930</u>	<u>\$ 9,016,752</u>

See accompanying notes.

THE GREAT AMERICAN SONGBOOK FOUNDATION, INC.

STATEMENT OF FUNCTIONAL EXPENSES
Year Ended June 30, 2021

	Museum and Property Activities	Community Education and Outreach	Total Program Services	Management and General	Fundraising	Total
Salaries and benefits	\$ 276,727	\$ 164,685	\$ 441,412	\$ 107,601	\$ 291,106	\$ 840,119
Contract services	401,454	57,939	459,393	42,392	19,550	521,335
Office expenses	67,844	25,837	93,681	13,831	11,707	119,219
Meetings and hospitality	414		414	2,292	3,992	6,698
Travel and conferences	3,844	155	3,999	74	2,788	6,861
Facilities and equipment	170,611	27,330	197,941	32,958		230,899
Marketing and promotion	1,000	21,035	22,035	582	825	23,442
Performances and production		2,204	2,204			2,204
Depreciation expense	35,308		35,308			35,308
TOTAL EXPENSES	\$ 957,202	\$ 298,185	\$ 1,256,387	\$ 199,730	\$ 329,968	\$ 1,786,085

See accompanying notes.

THE GREAT AMERICAN SONGBOOK FOUNDATION, INC.

STATEMENT OF CASH FLOWS
Year Ended June 30, 2021

OPERATING ACTIVITIES	
Change in net assets	\$ (428,476)
Adjustments to reconcile change in net assets to net cash used by operating activities:	
Depreciation	35,308
Loss on disposal of property held for sale	200,000
Noncash contributions	(468,778)
Bad debt expense	9,948
(Increase) decrease in certain assets:	
Accounts receivable	(10,039)
Promises to give	211,418
Prepaid expenses	22,755
Other assets	15,275
Increase (decrease) in certain liabilities:	
Accounts payable	9,047
Accrued expenses	(353)
Deferred revenue	(10,000)
Net Cash Used by Operating Activities	<u>(413,895)</u>
INVESTING ACTIVITIES	
Proceeds from sale of property held for sale	8,500,000
Capital expenditures	(5,692)
Net Cash Provided by Investing Activities	<u>8,494,308</u>
FINANCING ACTIVITIES	
Net repayments on line of credit	(600,000)
Net repayments on amount due to The Center for the Performing Arts, Inc.	(654,733)
Net Cash Used by Financing Activities	<u>(1,254,733)</u>
NET INCREASE IN CASH AND EQUIVALENTS	6,825,680
CASH AND EQUIVALENTS	
Beginning of Year	<u>328,540</u>
End of Year	<u>\$ 7,154,220</u>
SUPPLEMENTAL DISCLOSURES	
Cash paid for interest	\$ 14,662
Noncash investing and financing activities:	
Noncash contributions of collections	24,550
Noncash contribution of charitable remainder trust	444,228

See accompanying notes.

THE GREAT AMERICAN SONGBOOK FOUNDATION, INC.

NOTES TO FINANCIAL STATEMENTS

June 30, 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Great American Songbook Foundation, Inc. (the Foundation) is a not-for-profit corporation located in Carmel, Indiana. The Foundation was incorporated under the laws of the State of Indiana in May 2007. The Foundation's purpose is to inspire and educate by celebrating The Great American Songbook. The Foundation's major revenue sources include individual donors' contributions and various government and arts grants.

Basis of Presentation: The financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America, which require the Foundation to report information regarding its financial position and activities according to the following net asset classifications:

- **Net Assets Without Donor Restrictions** are not subject to donor-imposed restrictions and may be used at the discretion of the Foundation's management and the Board of Directors.
- **Net Assets With Donor Restrictions** are subject to stipulations imposed by donors. All of the Foundation's donor restrictions are temporary in nature; those restrictions will be met by actions of the Foundation or by the passage of time.

Donor-restricted contributions are reported as increases in net assets without donor restrictions if the restrictions expire in the same year in which the revenue is recognized. All other donor-restricted contributions are reported as increases in net assets with donor restrictions, and when a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities. Restrictions expire when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. Gifts of long-lived assets and gifts of cash restricted for the acquisition of long-lived assets are released from restriction when the assets are placed in service.

Estimates: The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities and the reported amounts of revenues and expenses. Actual results could differ from those estimates.

Cash and Equivalents consist of cash in demand deposit accounts, money market accounts and highly liquid investments purchased with an original maturity of three months or less. The Foundation maintains its cash in bank deposit accounts which, at times, may exceed the federally insured limits. The Foundation has not experienced any losses from its bank accounts.

Accounts Receivable: Accounts receivable represent amounts due from various individuals and entities for rental and other miscellaneous activities. Accounts receivable are originally recorded at the amount billed and are reported net of management's best estimate of the amounts that will not be collected. Accounts receivable are due upon the occurrence of the event or facility rental. The Foundation does not charge interest on accounts that are past due.

Management individually reviews all accounts receivable balances and based on an assessment of the current status of individual accounts, an evaluation of historical losses, and current economic conditions, estimates the portion, if any, of the balances that will not be collected. Amounts still outstanding after management has used reasonable collection efforts are written off through a charge to the allowance for doubtful accounts. At June 30, 2021, management determined no allowance was necessary.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Promises to Give: Unconditional promises to give expected to be collected within one year are recorded at net realizable value. Amounts expected to be collected in future years are recorded at the present value of their estimated future cash flows. The discounts on these amounts are computed using risk-adjusted rates applicable in the years in which those promises are received. Amortization of the discounts is included in contributions in the statement of activities. Conditional promises to give are recognized when the conditions on which they depend are substantially met.

Management reviews promises to give for uncollectible balances based on an analysis of current economic conditions and current and past experience with the Foundation's donor base.

Property and Equipment: It is the Foundation's policy to capitalize property and equipment with an original cost, or value when donated, of over \$2,000, with lesser amounts being expensed. Donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Costs of ordinary maintenance and repairs are expensed as incurred. Depreciation is computed on the straight-line method for all capitalized assets over the estimated useful service lives of the various classes of property and equipment. Furniture and fixtures are depreciated over five to seven years and leasehold improvements over the lesser of the lease term or the assets' useful life, determined to be 20 years. Upon retirement or disposal of property and equipment, the costs and related accumulated depreciation amounts are eliminated, and any gain or loss is included in the statement of activities.

Long-lived Assets, including property and equipment and property held for sale, are reviewed for impairment whenever events or changes in circumstances indicate their respective carrying amounts may not be recoverable. Recoverability is measured by comparison of the carrying amount to future net undiscounted cash flows expected to be generated by the related asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount exceeds the fair market value of the assets. No adjustments to the carrying amount of long-lived assets were required for the year ended June 30, 2021.

Collections: The Foundation's collections are made up of artifacts of historical significance and art objects associated with the Foundation's exempt purposes. The Foundation has capitalized collection items with an original value of over \$1,000 since its inception. If purchased, items accessioned into the collection are capitalized at cost, and if donated, they are capitalized at their fair value on the accession date (the date on which the item is accepted by the Foundation). Gains or losses on the deaccession of collection items are classified on the statement of activities as support with or without donor restrictions depending on the restrictions, if any, placed on the item at the time of accession. If collection items are sold, the proceeds from the sale are used for the direct care of existing collection items. Collection items are not depreciated as they have been determined to have cultural, aesthetic, or historical value worth preserving perpetually, and the Foundation is protecting and preserving essentially undiminished the service potential of the collection item.

Charitable Remainder Trust: The Foundation has been named a remainder beneficiary of one charitable remainder trust. Until the beneficiary's death, the trust provides for the payment of distributions to the beneficiary. Upon the death of the beneficiary, the Foundation will receive 14.7% of the value of the trust. The Foundation's beneficial interest in the charitable remainder trust is reported at fair value in the net assets with donor restrictions class. See Note 3 for discussion of fair value measurements. Changes in value of the beneficial interest in the charitable remainder trust controlled by a third party are recognized as part of contributions within net assets with donor restrictions.

Contributions and Government Grants are recognized as support when they are received or unconditionally promised. Grants and contracts are classified as contributions in instances in which a resource provider is not itself receiving commensurate value for the resources provided. Contributions are considered conditional when the agreement with the resource provider includes a barrier that must be overcome and either a right of return of assets transferred or right of release of a promisor's obligation to transfer assets. Conditional contributions are not recognized as revenue until the conditions are substantially met. Cash received prior to when conditions are substantially met are recognized as deferred revenue.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

The Foundation receives funding from government grants and contracts to support programming and operations. Grants and contracts normally provide for the recovery of direct costs. Entitlement to the recovery of the direct costs is conditional upon compliance with the terms and conditions of the grant agreements and with applicable regulations, including the expenditure of the resources for eligible purposes. Substantially all grants are subject to financial and compliance reviews and audits by the grantors. Management believes an adverse material outcome from those reviews and audits is unlikely.

In-kind Contributions: Contributions of services, which consisted primarily of printing, advertising and catering, are recorded at estimated fair value when received if such services require specialized skills, are provided by individuals possessing those skills and would typically need to be purchased if not donated. Volunteers contribute significant amounts of time to the Foundation's activities that do not meet recognition criteria, and the value of these contributed services is not reflected in the financial statements. Contributions of food, equipment, and other goods are recorded at estimated fair value when received. The Foundation received donated rent, goods, and services and recognized in-kind revenue and expense or collections in the amount of \$79,322 for the year ended June 30, 2021.

Advertising Costs are expensed as incurred and totaled \$3,819 for the year ended June 30, 2021.

Functional Allocation of Expenses: The costs of providing program and other activities have been summarized on a functional basis in the statement of activities and functional expenses. Directly identifiable expenses are charged to the specific program or supporting service benefited. Expenses related to more than one function are allocated among program and support services based time spent by Foundation staff (including, salaries and benefits, office expenses and travel and conferences). Management and general expenses include those expenses that are not directly identifiable with any other specific function but provide for the overall support and direction of the Foundation.

Income Taxes: The Foundation is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code (IRC), though it is subject to tax on income unrelated to its exempt purpose, unless that income is otherwise excluded by the IRC. In addition, the Foundation has been determined by the Internal Revenue Service not to be a private foundation within the meaning of Section 509(a) of the IRC. There was no unrelated business income tax for the year ended June 30, 2021.

The Foundation files U.S. federal and state of Indiana information and income tax returns. The Foundation is no longer subject to U.S. federal and state income tax examinations by tax authorities for the fiscal years before 2018. Management believes that the Foundation's income tax filing positions will be sustained on audit and does not anticipate any adjustments that will result in material change.

Subsequent Events: The Foundation has evaluated the financial statements for subsequent events occurring through December 20, 2021, the date the financial statements were available to be issued.

NOTE 2 - AVAILABLE RESOURCES AND LIQUIDITY

The Foundation's financial assets available for general expenditure within one year of June 30, 2021, were as follows:

Cash and equivalents	\$7,154,220
Accounts receivable	10,266
Promises to give, net	401,805
Charitable remainder trust	<u>444,228</u>
Total Financial Assets	8,010,519
Net promises to give scheduled to be collected in more than one year	(33,861)
Contractual or donor-imposed restrictions:	
Investments held in charitable remainder trust	<u>(444,228)</u>
Total Financial Assets Available Within One Year	<u>\$7,532,430</u>

NOTE 2 - AVAILABLE RESOURCES AND LIQUIDITY (CONTINUED)

The Foundation has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due. The Foundation is in the process of developing an investment policy statement which addresses liquidity management for approval by the Board of Directors.

NOTE 3 - FAIR VALUE MEASUREMENTS

The Foundation has categorized its assets and liabilities that are measured at fair value into a three-level fair value hierarchy. The hierarchy prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The three levels of the fair value hierarchy are described as follows:

Level 1 - Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Foundation has the ability to access.

Level 2 - Inputs to the valuation methodology may include: quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in inactive markets; inputs other than quoted prices that are observable for the asset or liability; and/or inputs that are derived principally from or corroborated by observable market data by correlation or other means. If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 - Inputs to the valuation methodology are unobservable and significant to the fair value measurement. In situations where there is little or no market activity for the asset or liability, the Foundation makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

Following is a description of the valuation methodology used by the Foundation for an asset that is measured at fair value on a recurring basis. There have been no changes in the methodology used at June 30, 2021.

Charitable Remainder Trust: Valued at the present value of future cash flows considering the estimated return on the invested assets during the expected term of the agreement, the contractual payment obligations under the agreement, and a discount rate commensurate with the rates involved.

Following is a summary, by major nature and risks class within each level of the fair value hierarchy, of the Foundation's assets and liabilities that are measured at fair value on a recurring basis as of June 30, 2021:

	Level 3	Total
Assets		
Charitable remainder trust	<u>\$444,228</u>	<u>\$444,228</u>
Total Assets at Fair Value	<u>\$444,228</u>	<u>\$444,228</u>

The summary of the changes in the Level 3 charitable remainder trust for the year ended June 30, 2021 is as follows:

Value at Beginning of Year	\$ -
Contributions	<u>444,228</u>
Value at End of Year	<u>\$444,228</u>

NOTE 3 - FAIR VALUE MEASUREMENTS (CONTINUED)

Quantitative Information about Significant Unobservable Inputs Used in Level 3 Fair Value Measurements

The following table represents the Foundation's Level 3 assets at June 30, 2021, the valuation technique used to measure the fair value of that assets, and the significant unobservable inputs and the ranges of values for those inputs.

Instrument	Fair Value	Principal Valuation Technique	Significant Unobservable Inputs	Basis or Range of Significant Input Values
Charitable Remainder Trust	<u>\$444,228</u>	Discounted cash flows	Return on trust assets Discount rate	7.0% 1.0%

NOTE 4 - PROMISES TO GIVE

Unconditional Promises to Give

Unconditional promises to give were estimated to be collected as follows at June 30, 2021:

Within one year	\$377,619
In one to five years	<u>40,000</u>
	417,619
Allowance for uncollectible promises to give	(8,090)
Unamortized discount	<u>(7,724)</u>
Promises to Give, net	<u>\$401,805</u>

Promises to give are classified on the statement of financial position at June 30, 2021 as follows:

Current	\$367,944
Long-term	<u>33,861</u>
Promises to Give, net	<u>\$401,805</u>

Promises to give due in more than one year were discounted at 1% per annum as of June 30, 2021.

Conditional Promises to Give

At June 30, 2021, the Foundation had outstanding promises to give of \$46,760 which were conditional for future years.

The Foundation also has a multi-year pledge agreement with a donor which is conditional on the annual operations of the Foundation through June 30, 2027. At June 30, 2021, the Foundation had \$150,000 remaining conditional upon future activities.

NOTE 5 - PROPERTY HELD FOR SALE

Property held for sale consisted of donated real estate and personal property. The real estate consisted of approximately 107 acres which included a golf course, golf clubhouse, house, and guest house. The original fair value of the donation was determined by a third-party analysis approved by the Foundation Board of Directors. The analysis identified multiple sale combinations to achieve the maximum fair value and reflected a range of estimated fair values. Using this analysis, the estimated fair value at June 30, 2018 was recorded at \$15,000,000.

NOTE 5 - PROPERTY HELD FOR SALE (CONTINUED)

The Foundation sold approximately \$2,000 and \$917,000 of the personal property during the years ended June 30, 2020 and 2019, respectively. The total received from the sale of the personal property was \$918,993.

On October 9, 2020, the Foundation entered into an agreement to sell the real estate and remaining personal property in two tranches, totaling \$8,700,000 in proceeds. Due to the agreement lowering the estimated fair value of the property held for sale, the Foundation recorded a \$5,379,257 impairment loss on the property held for sale during the year ended June 30, 2020. The first phase closed in February 2021 and the second phase closed in May 2021 resulting in total proceeds of \$8,500,000. Due to the final selling price of the property being less than the fair value of the property, the Foundation recorded a \$200,000 loss on disposal of property held for sale during the year ended June 30, 2021.

NOTE 6 - PROPERTY AND EQUIPMENT

Property and equipment consisted of the following at June 30, 2021:

Furniture and fixtures	\$ 259,936
Leasehold improvements	<u>12,743</u>
	272,679
Less: Accumulated depreciation	<u>(160,218)</u>
Total Property and Equipment, net	<u>\$ 112,461</u>

NOTE 7 - DEBT AND CREDIT ARRANGEMENTS

In June 2019, the Foundation entered into an agreement with a bank for a revolving line of credit which allows for maximum borrowings of \$1,500,000. The loan bore interest at a variable rate equal to the bank's prime rate less 0.50%. The line of credit was secured by substantially all assets of the Foundation and The Center for the Performing Arts, Inc. (the Center) and had an original expiration date of June 12, 2021. During the year ended June 30, 2021, the full balance outstanding was paid and the line of credit was closed.

NOTE 8 - OPERATING LEASES

The Foundation has entered into a storage facility lease for its collections under a noncancellable long-term operating lease through fiscal year 2026. Total rent expense was \$46,170 during the year ended June 30, 2021. At June 30, 2021, the future minimum rental payments required under the lease agreement were \$88,187 for fiscal year 2022, \$90,040 for fiscal year 2023, \$94,996 for fiscal year 2024, \$101,246 for fiscal year 2025, and \$84,372 for fiscal year 2026.

NOTE 9 - NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions consisted of the following as of June 30, 2021:

Subject to the passage of time	\$ 696,759
Subject to expenditures for specified purpose:	
Collection items	425,272
Educational programs	<u>72,899</u>
Total Net Assets With Donor Restrictions	<u>\$1,194,930</u>

NOTE 9 - NET ASSETS WITH DONOR RESTRICTIONS (CONTINUED)

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose or by occurrence of the passage of time or other events specified by donors as follows for the year ended June 30, 2021:

Expiration of time restrictions	\$294,835
Satisfaction of purpose restrictions:	
Educational programs	39,300
Preservation of collection items	<u>54,185</u>
Total Net Assets Released from Restrictions	<u>\$388,320</u>

NOTE 10 - CONCENTRATIONS

Contributions and government funding provided 97% of total revenue and support for the year ended June 30, 2021. As part of government funding, the City of Carmel provided 12% of total revenue and support for the year ended June 30, 2021.

Three donors represented approximately 69% of the Foundation's net promises to give at June 30, 2021.

NOTE 11 - RELATED PARTY TRANSACTIONS

Effective July 1, 2014, the Boards of Directors of the Center and the Foundation approved a permanent affiliation corporate governance structure. Under this structure, the Center appoints all directors of the Foundation. The Center is located in Carmel, Indiana, and is a not-for-profit corporation incorporated under the laws of the State of Indiana. The Center's purpose is to serve as the performance home for several local resident performing arts organizations as well as to present the finest performing artists from around the world and develop an arts education program to interact with the community. Since 2011, the Center operates the Palladium, the Tarkington, and the Studio Theater, all of which are located in Carmel, Indiana. The Center is responsible for certain operational matters of the Foundation. See Note 12. Additionally, the Center was a guarantor on the Foundation's revolving line of credit. See Note 7.

A current board member established one charitable remainder trust during 2021 in which the Foundation has a beneficial interest. The balance of the trust totaled \$444,228 at June 30, 2021.

The Foundation recognized \$682,095 of contributions and other support from members of its Board of Directors during the year ended June 30, 2021, and had contributions receivable of \$132,500 from members of its Board of Directors and their companies as of June 30, 2021.

The Foundation had legal, insurance, and transportation expenses of \$70,478 with companies associated with members of the Board of Directors, management or their spouses during the year ended June 30, 2021. There were no accounts payable to these companies as of June 30, 2021.

NOTE 12 - COMMITMENTS AND CONTINGENCIES

Under the terms of the affiliation agreement between the Center and the Foundation, the Center is responsible for supporting and funding the functions of the Foundation in support of its mission and ongoing operations, including management services; administrative services; bookkeeping and accounting services; marketing and communications; human resources; payroll benefits management; collections management; and vocal academy and competition management, as well as other educational programming to be developed.

If the affiliation is ever terminated, a determination would be made as to the balance of receipts and expenses owed to, or from, the Foundation, and the net amount would be paid. As of June 30, 2021, a balance of \$1,902 was due from the Foundation to the Center. The Foundation has determined there is no economic interest with the Center as all intercompany balances are recorded at arms-length and settled between the entities.

NOTE 13 - UNCERTAINTY RELATED TO CORONAVIRUS

On January 30, 2020, the World Health Organization declared a global health emergency over the novel coronavirus known as COVID-19. The COVID-19 outbreak caused the Foundation to shift its programming efforts to virtual platforms during the year ended June 30, 2021 and has resulted in the cancellation of several of the Foundation's fundraising events. The extent of the impact of COVID-19 on the Foundation's operational and financial performance will depend on certain developments, including the duration and spread of the outbreak and the impact on its donors, employees and ability to provide programming, all of which are uncertain and cannot be predicted. The ultimate impact of the outbreak to the Foundation's financial results and operations cannot be determined at this time; however, management is taking actions to mitigate the impact of the outbreak to the Foundation.

SUPPLEMENTARY INFORMATION

*Independent Auditors' Report
on Supplementary Information*

Board of Directors
The Great American Songbook Foundation, Inc.

We have audited the financial statements of The Great American Songbook Foundation, Inc. (a not-for-profit organization) as of and for the year ended June 30, 2021, and our report thereon dated December 20, 2021, which expressed an unmodified opinion on those financial statements, appears on pages 1 and 2. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of grant activity for federal, state, and local government awards is presented for purposes of additional analysis and is not a required part of the financial statements. The schedule of grant activity for federal, state, and local government awards is required by the Indiana State Board of Accounts. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Katz, Sapper & Miller, LLP

Indianapolis, Indiana
December 20, 2021

THE GREAT AMERICAN SONGBOOK FOUNDATION, INC.

**SCHEDULE OF GRANT ACTIVITY FOR FEDERAL, STATE, AND LOCAL GOVERNMENT AWARDS
Year Ended June 30, 2021**

Type of Funding	Federal CFDA Number	Pass-through Entity Identifying Number	Expenditures
FEDERAL AWARDS			
NATIONAL ENDOWMENT FOR THE ARTS			
Promotion of the Arts Grants to Organizations and Individuals	45.024	N/A	\$ 60,000
Passed through Indiana Arts Commission: Promotion of the Arts Partnership Agreements	45.025	1863296-61-20	17,335
INSTITUTE OF MUSEUM AND LIBRARY SERVICES			
Museums for America	45.301	N/A	13,058
U.S. DEPARTMENT OF THE TREASURY			
Passed through Indiana Arts Commission: Coronavirus Relief Fund	21.019	48300 and 48303	<u>49,061</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS			<u>139,454</u>
NONFEDERAL AWARDS			
CITY OF CARMEL			
Direct programs: Support of GASF	N/A	N/A	<u>190,000</u>
TOTAL EXPENDITURES OF NONFEDERAL AWARDS			<u>190,000</u>
TOTAL EXPENDITURES OF FEDERAL, STATE, AND LOCAL GOVERNMENT AWARDS			<u>\$ 329,454</u>

EXHIBIT F



*The Great American
Songbook Foundation*

Michael Feinstein, Founder

AT THE CENTER FOR THE PERFORMING ARTS

2021-2022 Board of Directors



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President
Carmel Redevelopment Commission
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Spouse, Douglas Kelsey
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*The Great American
Songbook Foundation*

Michael Feinstein, Founder

AT THE CENTER FOR THE PERFORMING ARTS



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**The Great American
Songbook Foundation**

Michael Feinstein, Founder

AT THE CENTER FOR THE PERFORMING ARTS



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**The Great American
Songbook Foundation**

Michael Feinstein, Founder

AT THE CENTER FOR THE PERFORMING ARTS



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NON-VOTING MEMBERS:

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President/CEO
The Center for the Performing Arts/
The Great American Songbook Foundation
Carmel, IN

Christopher Lewis
Executive Director
The Great American Songbook Foundation
Carmel, IN

Michael Feinstein (Member Emeritus)
Founder
The Great American Songbook Foundation
Los Angeles, CA

Irwin Helford (Member Emeritus)
Retired - Chairman
Viking Office Products
Las Vegas, NV

Ronald G. Shaw (Member Emeritus)
Retired - President and CEO
Pilot Pen Corp. of America
Palm Beach Gardens, FL



Introduction

The Great American Songbook Foundation (GASF) thanks the City of Carmel and Mayor Brainard for investing \$142,000 in funding for programs and activities that add to the quality of life in Carmel through the arts.

GASF continued to serve central Indiana and beyond by providing high-quality educational experiences, performances, and activities through virtual programs and increasing viewership across all programs. **During the most recent fiscal year GASF has served nearly 30,000 participants through educational programming, over 135,000 visitors through exhibitions and archive tours, and approximately 85,000 in additional online programs and exhibitions.** Grant funds were used to support programs such as Perfect Harmony, Songbook Academy, Songbook Hall of Fame, as well as continued work in the Songbook Archives. GASF is proud to represent Carmel on a national and international stage, representing the City's commitment to the arts and culture and as the only museum and archive in the world dedicated to the preservation and promotion of the music of the Great American Songbook.

Financial and Organizational Overview

Fund Development

GASF has signed a multi-year agreement with Forte Sports Medicine and Orthopedics to become the title partner for the Bone Records exhibit. Forte will be exhibiting Bone Records on a dedicated wall in their building for their clients and staff to enjoy. Additional conversations continue regarding a traveling exhibit that the Forte team may eventually share during their trade show and convention giving more exposure to a high value demographic. In turn, an exhibit will be created at the Palladium with their recognition to be displayed during the upcoming season. In other corporate sponsorship news, longtime Songbook Academy partner Salon 01 continued their support for the July 2023 Songbook Academy, and Story Cottage has come on as a new partner supporting the Perfect Harmony program.

The President of the Seedlings Foundation, Karen Pritzker, was so engaged with GASF's work over the past three years that she invited the organization to apply for an award from a different fund at the Foundation. In September GASF received notification of receiving a \$150,000 grant

per year for three years resulting in \$450,000 of total giving from FY23 to FY25. Additionally, the Foundation made a one-time gift of \$200,000 to fund a branding and awareness campaign as GASF moves into the capital campaign portion of museum planning.

Governance

The Great American Songbook Foundation recently welcomed three new members to the Board of Directors. **Joni Hrisomalos** grew up in Carmel with parents who instilled the love of music. She served for many years on the board of the American Pianists Association. Joni and her husband Nick have been active at Park Tudor and at the Eugene and Marilyn Glick Eye Institute through support of the Hrisomalos Library. **Stan Burton** joined Avison Young after a career in the Golf Industry. He has experience in golf course design and construction, land development, and the privatization of the 13 golf courses owned by the City of Indianapolis. Stan is very active in the community and serves on the IUPUI Athletic Affairs Committee as well as their Athletic Advisory Board. **W. Michael Wells** is Chairman and CEO of Hylant of Indianapolis, LLC a business-to-business focused agency/brokerage and the 13th largest privately held broker in the U.S. Michael is an experienced Board member having served on the boards of the Indiana University Foundation and the Center for the Performing Arts among others. At the July Board meeting, the following new officers were elected: Karen Kelsey (Chair), Don Gottwald (Vice-Chair), Troy Payner (Secretary) and Rollie Dick (Treasurer).

Programs Overview

GASF's core programs continued to serve increased numbers of local, national, and international audiences while maintaining the high artistic quality set by GASF's founder Michael Feinstein.

Songbook Academy



Songbook Academy 2022 participants and working with mentors.

The 2022 Songbook Academy took place July 16-23, 2022, in person for the first time since 2020 and forty students were invited for the week-long educational program. The Songbook Academy has evolved since the last in-person event, moving away from a competition format, and focusing more on educational experiences, supportive mentoring, and peer-to-peer relationship building. Livestreams were available for every public event during the week (3 events in total) offering a hybrid model for the week's events for the very first time. The online programs have to date been viewed by individuals from 30 states and 17 countries reaching a total audience of 134,485 viewers.

During the week, Songbook finalists attended master classes and workshops in topics such as vocal and performance technique, vocal health, Songbook 101, phrasing and song interpretation, ear training and musical skills, as well as specialty workshops by world-class mentors, including Broadway veterans, GRAMMY and Emmy winners, and educators from the country's top college arts programs. All participants received individualized feedback regarding their technique, performances, and presentation as well as audition and career advice.

In 2022 Songbook Academy mentors included: Michael Feinstein, Nicole Henry (jazz recording artist), Aubrey Logan (featured artist for Postmodern Jukebox, and the Dave Koz band), Shereen Ahmed (currently on tour with My Fair Lady and is considered one of Broadway's most notable rising stars); James T. Lane (currently on tour in Ain't Too Proud: Life and Times of the Temptations); and Anthony Nunziata (an internationally acclaimed singer, songwriter, entertainer, and recording artist). Vocal coaches included faculty from University of Michigan, University of Indianapolis, Indiana University, Luther College, Roosevelt University, St. Ambrose University, Western Michigan University and performed on stages from Lincoln Center to Broadway as well as five outstanding accompanists/arrangers served as musical directors, each working with eight students for solo and group performances throughout the week.

"Songbook Academy is the first arts experience I have had where I felt true support, and that I was on a real team. Meaning that everyone on my team (mentors and teammates) wanted me to succeed, and I them. Prior experiences I've had in theater and the arts, it's always felt like "fake" support, and not a true team. Here I was surrounded by peers and mentors who are brilliant examples of what I can attain if I apply myself to the song. I am so thankful for this experience." Alexander Kim (Miami, FL)



Songbook Academy Alum Merissa Beddows (left) performing on Season 17 of America's Got Talent and Morgan Taylor (right) on Season 22 of The Voice

2019 Songbook Academy alumna Morgan Taylor Koontz received a 4-chair turn on NBC's *The Voice* when she debuted in her blind audition in September. Currently a student at Belmont University studying commercial music-voice with an emphasis in songwriting, Morgan competed this season with coach John Legend. Morgan is now the fourth Songbook Academy alum to compete on this singing competition show following Julia Cooper, Joshua Batstone, and Melinda Rodriguez. Songbook Academy alumna Merissa Beddows was also a finalist on Season 17 of *America's Got Talent*. Beddows is currently studying opera at the Curtis Institute of Music.

Perfect Harmony



Indianapolis Opera singer, Cornelia Lotito, sing "Over the Rainbow" made famous by Judy Garland. Jazz pianist, Christopher Pitts, plays Billy Strayhorn's "Lotus Blossom."

The Perfect Harmony program continues to be one of GASF's runaway success stories. Its growth and success are directly attributed to listening to and meeting the needs of the community. Perfect Harmony began in collaboration with and earning the endorsement of the Greater Indiana Chapter of the Alzheimer's Association. GASF continues to consult with a board-certified music therapist to ensure the program aligns with best practices and current research.

In October 2020 Perfect Harmony transitioned to a more independent program facilitated by caregivers or Activity Directors at senior living communities. GASF in consultation with board-certified music therapist Allegra Hein (MT-BC), began providing monthly themed Perfect Harmony activities for caregivers or activity directors to use at home or in their assisted living facility. Provided free of cost, new activities are provided monthly on GASF's website for each week in the month and have reached approximately 300 users to date. GASF provides Video Resources (recorded renditions of the month's songs by staff and volunteers), Activity Resources (activity outlines, visual prompts, and lyric sheets), and Additional Resources (tip sheets with information about the power of music, effective communication tips, generational music, and more). Users are encouraged to follow GASF's Spotify account which offers helpful playlists with timeless songs that may resonate with adults living with dementia.

The Perfect Harmony program received a federal grant that allowed GASF to increase the artistic and production values of the program's online video resources. GASF strategically collaborated with local guest artists to record video resources and ensure strong audio quality and consistency throughout the videos. Guest Artists included Michael Feinstein, jazz pianist Christopher Pitts, several artists from the Indianapolis Opera, music therapists from Resounding Joy, Songbook Academy alumni, and other local actors, instrumentalists, and vocalists. Twelve months of themed programming has been made available on GASF's website and resources that reach an average of 700 care partners and participants each month.

Songbook Gallery Exhibitions



"From the Jazz Age to Streaming: The Soundtrack of the 20s-20s"

The current exhibit, *From the Jazz Age to Streaming: The Soundtrack of the 20s/20s* compares and contrasts trends in music and pop culture in the 1920s and the 2020s including how we purchase and listen to music, how music is produced, marketed and released, trends around types of popular music, how music has been impacted by racial and economic disparities, and how

artists from Louis Armstrong to Billie Eilish made their groundbreaking impact in these two musical eras. This exhibit is supported in part by funding from the National Endowment for the Arts, once again bringing national attention to the exhibit. This exhibit will run through Spring of 2023.

GASF now has nine exhibitions in our online catalogue: *The Soundtrack of the 20s/20s*, *The Andrews Sisters: Queens of the Jukebox*, *Of Thee I Sing: Politics on Stage*, *Ella Sings the Songbook*, *The Great Indiana Songbook*, *The Unsinkable Meredith Willson*, *A Fine Romance: Jewish Songwriters*, *Gus Kahn: The Man Behind the Music*, and *A Change is Gonna Come: 1960s Broadway Musicals*. These online exhibits allow GASF to reach beyond the gallery doors to educate a broader public on the American Songbook. GASF also has four mini-exhibits that bring awareness to smaller collections in the Archives and their historical value in the era of the Great American Songbook: *Songbook Holiday Treasures*, *The Steve Madrick Collection*, *Niela Goodelle Collection*, and the *Jim Young Collection*. The mini exhibits are available through the Songbook website. Traveling exhibits for *Of Thee I Sing: Politics on Stage*, *Ella Sings the Songbook*, *The Andrews Sisters: Queens of the Jukebox*, *The Unsinkable Meredith Willson*, and *A Fine Romance: Jewish Songwriters* are available for loan to organizations across the country.

Songbook Hall of Fame



In September founder Michael Feinstein welcomed three vocal harmony groups to the Songbook Hall of Fame. The Lennon Sisters, The Manhattan Transfer, and Straight No Chaser, were inducted through a video presentation at the Center for the Performing Arts' gala. Upcoming events are being planned to celebrate the groups throughout the year and dedicated Hall of Fame honoree webpages are currently under construction.

Songbook Collections Stewardship



Musical arrangement of "L-O-V-E" from the Natalie Cole Collection.

At the heart of every museum and archive is its collection. In the short 14 years since it was founded, acquisitions and donations to the Archives and Library have seen tremendous growth with no signs of abating any time soon. GASF continues to be a respected and sought out steward of Songbook related collections and have already accessioned three collections into the archives. Meanwhile, significant work has been completed on previous accessioned collections.

In November 2019, GASF accessioned 150,000+ items from the historic Paramount Theatre in Oakland, CA. This massive collection documents the music and history of several prominent west coast radio stations from the 1920s to 1950s. In September, Music Librarian Anna LoPrete completed the two-year IMLS-funded Bethards-Massey Collection project. One byproduct of is that it allowed Anna to identify more than 30 subcollections within the larger Collection that are now able to be processed. One subcollection is already fully cataloged along with all arrangements of the titles represented in the subcollection (783 arrangements of 397 titles).

GASF received a Museum and Library Services (IMLS) grant to hire a Processing Archivist for a one-year project focusing on processing the remainder of the Meredith Willson Collection to make it discoverable online and available for researchers. In August, GASF hired Elisabeth Hedges in this position, and she is already making significant progress on this project.

In addition, GASF's graduate intern Breyanne Urbin focused her work on processing GASF's nationally significant Natalie Cole Collection of Musical Arrangements. GASF's Natalie Cole Music Collection is the only collection of its kind. It was maintained by Ms. Cole and obtained by GASF in 2019 following her death. Included in the collection are works on paper such as orchestrations in multiple parts, conductor copies, onion skins, and in some cases original scores

for her entire collection catalog. The collection spans Cole's extensive recording career from 1975 to 2013.

Full processing of the **Newton Wayland Collection** was completed in July. The collection was the working library of the conductor, composer, and arranger and was comprised of approximately 50 boxes of materials. The Collection contains arrangements by Newton Wayland for his use, for Arthur Fiedler and the Boston Pops Orchestra, and for the New Black Eagle Jazz Band.

Preliminary processing and a detailed inventory have been completed for the **Bill Marx Collection**. Bill Marx is a jazz pianist, composer, and the son of Harpo Marx for whom he was music director. Collection processing was sparked by reference requests from Walter Gray, founding cellist of the Kronos Quartet, for two chamber works, and by a request for a double harp concerto currently being considered for performance. It is not believed that any of Marx's work has been published making it a special treasure.

Conclusion

The Great American Songbook Foundation is ending 2022 with many financial and organizational successes, which build upon the City's vital support of one of its anchor cultural institutions. Mayor Brainard's vision for the arts in Carmel has transformed the city and allowed organizations like GASF to serve the community and have a national and even international presence. The Board and staff of GASF recognize the importance of the City's support from Mayor Brainard and the City of Carmel and look forward to another year of organizational success with the City's support.

RESOLUTION NO. BPW 03-15-23-03

**A RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY
APPROVING THE APPOINTMENT OF THE FIRE CHIEF’S EXECUTIVE ASSISTANTS**

WHEREAS, the City of Carmel (“City”), under Carmel City Code § 2-3 and pursuant to Indiana Code § 36-8-2-3, has established the City of Carmel Fire Department; and

WHEREAS, the Fire Chief has been appointed by the Mayor under Indiana Code § 36-4-9-6 and Carmel City Code § 6-33; and

WHEREAS, Carmel City Code § 6-33(b) provides the Fire Chief with exclusive control over and charge of the operations of the Carmel Fire Department, subject to lawful rules and orders, and, allows the Chief, with the approval of the City of Carmel Board of Public Works and Safety, to appoint any number of executive assistants the Chief deems necessary to efficiently discharge the Chief’s executive duties; and

WHEREAS, the Fire Chief now requests approval from the City of Carmel Board of Public Works and Safety, subject to Carmel City Code § 6-33(b), to appoint executive assistants necessary to efficiently discharge the Chief’s executive duties, as set forth below.

IT IS THEREFORE RESOLVED THAT:

1. The foregoing Recitals are fully incorporated herein by this reference.
2. The City of Carmel Board of Public Works and Safety has reviewed the Fire Chief’s request and hereby approves the appointment of the Fire Chief’s executive assistants, as set forth below:

Deputy Chief of Administration	Lucas Ray
Deputy Chief of Operations	Jason Wendzel
Battalion Chief (A-shift)	Jeff Capshaw
Battalion Chief (B-shift)	James (“JC”) Mitchell
Battalion Chief (C-shift)	Marc Deitsch
Executive Officer (A-shift)	Eric Frenzel
Executive Officer (B-shift)	Jeremy Maners
Executive Officer (C-shift)	Kevin Stindle
EMS Chief	Andrew Young
Logistics Chief	Scott Osborne
Planning Chief	Joel Heavner
Safety & Training Chief	Sean Sutton

SO RESOLVED.

By and through its Board of Public Works and Safety

BY:

James Brainard, Mayor

Date: _____

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk



CITY OF CARMEL
JAMES BRAINARD, MAYOR

March 7, 2023

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

RE: WAIVER OF BPW RESOLUTION NO. 04-28-17-01, TEMPORARY CONSTRUCTION ENTRANCE – DUKE ENERGY – TRANSMISSION LINE MAINTENANCE

Dear Board Members:

Duke Energy is requesting a waiver from the City's Buried Utility District requirements (BPW Resolution No. 04-28-17-01) and approval of related temporary construction entrances to facilitate maintenance work on the existing transmission lines between Carmel Drive and 111th Street (exhibits attached). The project includes replacement of existing poles and aerial equipment.

The Department of Engineering, in review of the proposed requested waiver, has determined that the waiver is valid and recommends approval of the waiver conditioned upon the following:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Any damage to the existing improvements within the right of way of and City of Carmel roadway shall be restored to the satisfaction of the City when work is completed.
- Access to all adjoining properties shall be maintained at all times.
- Roadside drainage must be maintained across the proposed entrances pursuant to Carmel City Code 6-227(h)(9).
- Public Streets shall be kept clean of dirt and debris at all times.
- The petitioner acknowledges that this waiver is for the items described above only.
- The petitioner acknowledges that the waiver approved this date does not guarantee approval of any future waiver requests for this or any other project.

Sincerely,



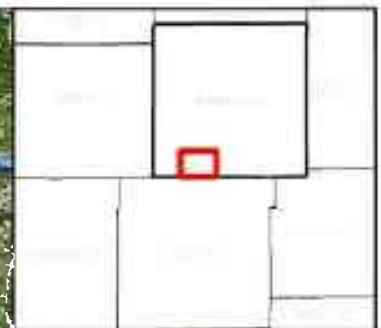
Jeremy Kashman, P.E.
City Engineer

EROSION AND SEDIMENT CONTROLS PROJECT TOTALS

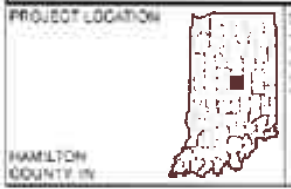
CONSTRUCTION ENTRANCE INSTALLATION	0 EA
FILTER SOCK	500 LBS
SILT FENCE	27
SEDIMENT BARRICADES	NEED TO BE
BY TYPE SECTION	EA
SWAMP BARRICADE	11 EA
SALEARY STRAW BARRICADE	0
CLAY BARRICADE (CONCRETE)	0
SWAMP BARRICADE (WOOD)	0
PROJECT TOTALS	0

NOTES:
 1. CONSULT WITH THE DESIGNER FOR ANY ADDITIONAL PERMITS, MSA, OR REGULATIONS OF APPLICABLE AGENCIES. FORMS FOR ADDITIONAL PERMITS SHALL BE SUBMITTED TO THE DESIGNER FOR REVIEW AND APPROVAL.
 2. CONSULT WITH THE DESIGNER FOR ANY ADDITIONAL PERMITS AND REGULATIONS OF APPLICABLE AGENCIES.

01. UTILITY LINE INFORMATION SHOWN ON THIS DRAWING IS FOR GRAPHIC REPRESENTATION ONLY AND DOES NOT SUBSTITUTE THE ENGINEERING PLANS.
02. ENVIRONMENTAL ASSESSMENT IS LIMITED TO THE RIGHT-OF-WAY CORRIDOR UNLESS NOTED OTHERWISE. STREAM, WETLAND AND POND BOUNDARIES MAY EXTEND BEYOND STUDY AREA.
03. SEE EROSION AND SEDIMENT CONTROL DETAILS FOR MORE INFORMATION AND INSTALLATION REQUIREMENTS.
04. DEPENDS ON SITE CONDITIONS, THE SWPPP MAY BE AMENDED AS NECESSARY BY THE INSPECTING AUTHORITY AND TRAINED, QUALIFIED PERSONNEL DESIGNATED TO BE RESPONSIBLE.
05. PROPOSED ACCESS INDICATES RECOMMENDED APPROXIMATE CONSTRUCTION ROUTE IN THE RIGHT-OF-WAY AND OFF-SITE AREAS TO MINIMIZE ENVIRONMENTAL DISTURBANCE AND PERMITTING. CONSTRUCTION ROUTE SHALL BE RESTRICTED TO 20-FOOT WIDE PATH. ANY ROUTES OTHER THAN THOSE RECOMMENDED MAY REQUIRE ADDITIONAL PERMITTING AND CAUSE DELAYS IN PROJECT.
06. ADEQUATE CONSTRUCTION ENTRANCES SHALL BE PROVIDED OFF ALL PUBLIC ROADWAYS. SITE CONDITIONS AT EACH ENTRANCE SHALL BE EVALUATED TO DETERMINE AMOUNT OF STONE AND TYPE OF GEOTEXTILE FABRIC UNDERLAYER.
07. OUTSIDE OF AGRICULTURAL FIELD BOUNDARIES, TEMPORARY OR PERMANENT SEEDING SHALL BE APPLIED IN ALL AREAS LEFT DISTURBED 15 DAYS OR MORE PER SWPPP SPECIFICATIONS.
08. EROSION CONTROL BLANKET SHALL BE SUBSTITUTED FOR STRAW MULCH ON ALL SLOPES GREATER THAN 3:1 AND ADJACENT TO STREAM CHANNELS.
09. EROSION CONTROL MEASURES ARE TO BE INSTALLED. THE LOCATION AND QUANTITY MUST BE FIELD VERIFIED BY TRAINED, QUALIFIED PERSONNEL DESIGNATED TO BE RESPONSIBLE.
10. TEMPORARY MATING SHALL BE UTILIZED AS NEEDED FOR ACCESS AND CONSTRUCTION IN WETLAND AREAS UNLESS SHOWN OTHERWISE.
11. RED DASHED LINES ARE SHOWN FOR REFERENCE ONLY AND DO NOT NECESSARILY DENOTE THE PRESENCE OF A STREAM, BECAUSE SO WATER FLOW AND/OR EROSION MAY OCCUR IN THESE AREAS, ESPECIALLY WHEN VEGETATION IS REMOVED.
12. FORESTRY CLEARING MAY PRECEDE CONSTRUCTION ACTIVITY, BUT EROSION AND SEDIMENT CONTROL PLACEMENT SHALL BE REQUIRED PRIOR TO CONSTRUCTION ACTIVITIES.
13. DISTURBANCE FROM MECHANIZED EQUIPMENT FOR FORESTRY CLEARING NOT PERMITTED IN REGULATED WETLANDS AND STREAMS. HAND CUTTING OR WORK OFF OF CONSTRUCTION MATING REQUIRED IN THESE AREAS.
14. ALL FORESTRY CLEARING DEBRIS MUST BE REMOVED FROM REGULATED WETLANDS AND STREAMS. CHIPPING OR STOCKPILING PERMISSIBLE IN UPLAND AREAS ONLY.



NOTICE TO CONTRACTOR
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE STATE OF NORTH CAROLINA AND LOCAL JURISDICTIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE STATE OF NORTH CAROLINA AND LOCAL JURISDICTIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE STATE OF NORTH CAROLINA AND LOCAL JURISDICTIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE STATE OF NORTH CAROLINA AND LOCAL JURISDICTIONS.



PROJECT LOCATION
 The project is located in Hamilton County, North Carolina, near the intersection of US Highway 421 and US Highway 485. The project site is shown in red on the map.

Legend:

- Interstate Highway
- US Highway
- Incorporated Area
- Appropriator Right-of-Way
- Stream
- 100-Year Floodplain
- 100-Year Floodplain
- Floodway



APPENDIX A
ENVIRONMENTAL ACCESS AND EROSION CONTROL PLAN
SHEET INDEX
 5985 Carmel Inverter Replacement and Rebuild
 DRAWN BY MB
 CHECKED TDG
 DATE: 1/18/2022
 APPROVED [Signature]



SHEET INDEX

PROJECT NO: 190507
 INFORMATION OFFICE & SPECIAL COMPLAINTS, 401 0902
 INFORMATION OFFICE & SPECIAL COMPLAINTS, 401 0902
 INFORMATION OFFICE & SPECIAL COMPLAINTS, 401 0902
 INFORMATION OFFICE & SPECIAL COMPLAINTS, 401 0902
 INFORMATION OFFICE & SPECIAL COMPLAINTS, 401 0902
 INFORMATION OFFICE & SPECIAL COMPLAINTS, 401 0902

<ul style="list-style-type: none"> Existing Structure Proposed Structure Existing Curved Edge Construction Entrance Storm Water Inlet Restricted Access 	<ul style="list-style-type: none"> Surface Drainage Proposed Access Alternative Access Restoring Utility Wooden Guardrail Fiber Optic Fence Pathway 	<ul style="list-style-type: none"> Delimited Vehicle - Drive Delimited Open Water Construction Mailing - Construction Ability Approximate Right of Way 	<ul style="list-style-type: none"> MWD Easement Subsurface Tile 100-Year Floodplain Flood Map Regulated Drain Easement Parcel Boundary 5-Foot Corridor
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100 Feet
 1" = 100 feet

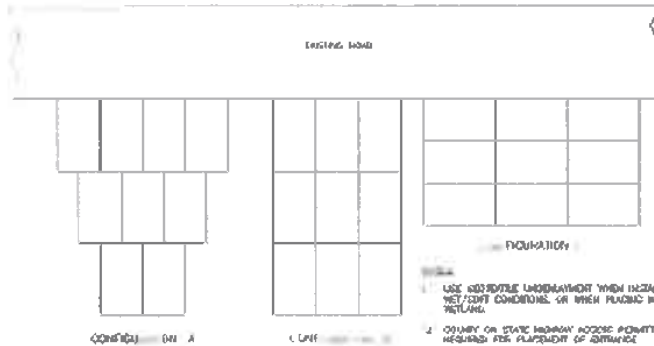
ATTENTION: A
 ENVIRONMENTAL ACCESS AND EROSION CONTROL PLAN
 SHEET 1 OF 3
 DRAWN BY: M&H
 CHECKED: TGB
 DATE: 1/18/2023
 APPROVED: MHW



<p>SHEET INDEX</p>	<p>NOTES</p> <ol style="list-style-type: none"> 1. All construction shall be in accordance with the approved plans and specifications. 2. All construction shall be in accordance with the approved plans and specifications. 3. All construction shall be in accordance with the approved plans and specifications. 4. All construction shall be in accordance with the approved plans and specifications. 5. All construction shall be in accordance with the approved plans and specifications. 6. All construction shall be in accordance with the approved plans and specifications. 7. All construction shall be in accordance with the approved plans and specifications. 8. All construction shall be in accordance with the approved plans and specifications. 9. All construction shall be in accordance with the approved plans and specifications. 10. All construction shall be in accordance with the approved plans and specifications. 	<p>LEGEND</p> <ul style="list-style-type: none"> Local Road Incorporated Area Existing Structure Removal Structure Proposed Structure Existing Culvert End Construction Entrance Storm Water Inlet Revised Access Demolished Structure Surface Drainage Proposed Access Alternate Access Regrading Vias Vegetation Outlines Fear Lines Fence Pathway 	<p>LEGEND</p> <ul style="list-style-type: none"> Designated Stream Designated Open Water Conducted Matting Constructability Approximate Right of Way 100 Year Floodplain Regulated Drain Lateral Parcel Boundary 5-Foot Contour 	<p>DUKE ENERGY</p> <p>APPROVED A ENVIRONMENTAL ACTION PLAN FOR THE CONTROL PLAN</p> <p>Sheet 1 of 1</p> <p>2023 Control Plan Replacement 01/15/2023</p> <p>DRUGGERS: MSH CHECKED: FCB</p> <p>DATE: 11/16/2022 APPROVED: MSH</p>

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029



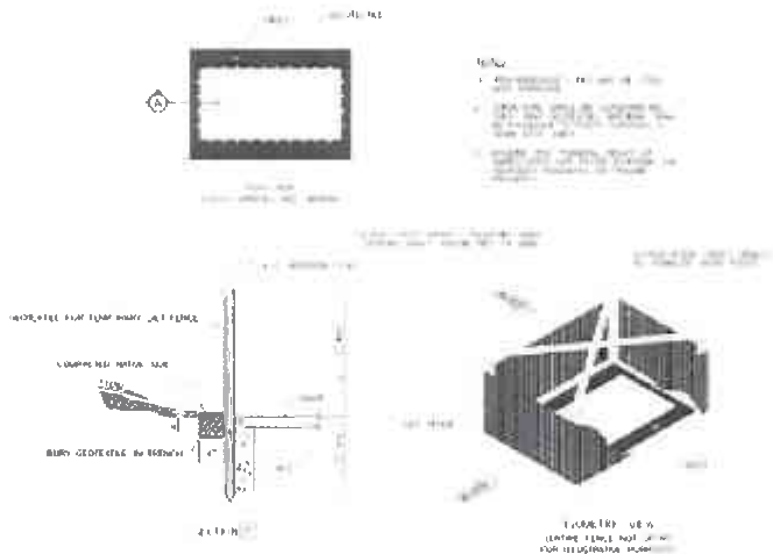
- NOTES
1. USE ADEQUATE UNDERPINNING WHEN INSTALLING IN WEAK SOIL CONDITIONS OR WHEN PLACING IN REGULATED WETLANDS.
 2. COUNTY OR STATE HIGHWAY AGENCIES PERMITTING MAY BE REQUIRED FOR PLACEMENT OF ENTRANCE.
 3. CURB/RT PLACEMENT MAY BE REQUIRED TO ALLOW PASSAGE OF SURFACE DRAINAGE.
 4. INSTALLER/CONTRACTOR TO PROVIDE ALL NECESSARY TRAFFIC CONTROL SIGNS, BARRIERS, AND/OR CONFINEMENTS.
 5. ANY SIGNS OR CONFINEMENT TRACKS ON PUBLIC HIGHWAY MUST BE REMOVED IMMEDIATELY.
 6. ENTRANCE SHOULD BE BUILT SUFFICIENTLY TO PREVENT WINDING DEBRIS/ROCK ON ROAD ROW, AND TO PREVENT TRACKING ONTO HIGHWAY. ENTRANCE DIMENSIONS WILL VARY BASED ON SOIL TYPE AND FIELD CONDITIONS.

TEMPORARY CONSTRUCTION ENTRANCE

030

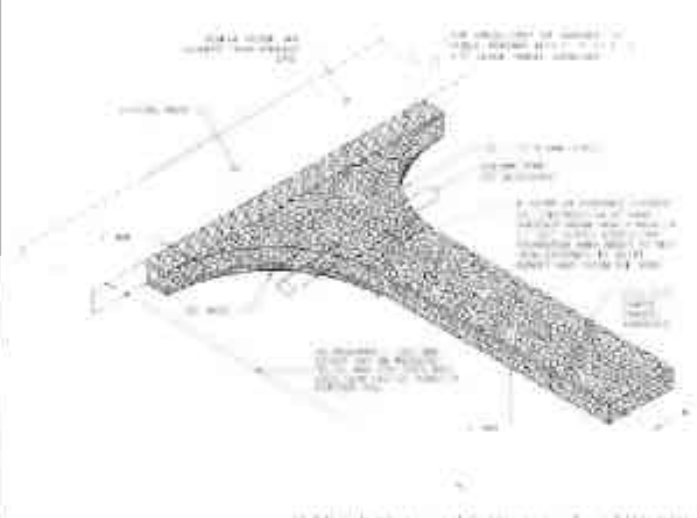
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031



FRONT-END LOADER BUCKET PROTECTION

032

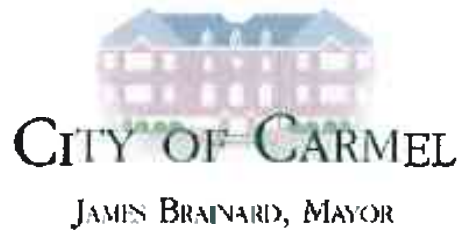


- NOTES
1. PLACE A 4x4x8 WOOD GUYWIRE FRAME ASSEMBLY TO STABILIZE FOUNDATION. CONFINEMENT MUST BE CONSTRUCTED AND CURED BY COUNTY OR STATE HIGHWAY AGENCIES PERMITTING MAY BE REQUIRED FOR PLACEMENT OF ENTRANCE.
 2. CURB/RT PLACEMENT MAY BE REQUIRED TO ALLOW PASSAGE OF SURFACE DRAINAGE.
 3. FOUNDATION MUST BE SUFFICIENTLY UNDERPINNED TO PREVENT WINDING DEBRIS/ROCK ON ROAD ROW, AND TO PREVENT TRACKING ONTO HIGHWAY. ENTRANCE DIMENSIONS WILL VARY BASED ON SOIL TYPE AND FIELD CONDITIONS.

TEMPORARY CONSTRUCTION ENTRANCE

033

<p>DATE: 10/15/2014</p> <p>PROJECT: STOP WATER POLLUTION PREVENTION PLAN TYPICAL DETAILS</p> <p>DESIGNED BY: KJ/M</p>			<p>STOP WATER POLLUTION PREVENTION PLAN TYPICAL DETAILS</p>	<p>033</p>
<p>APPROVED BY: [Signature]</p> <p>DATE: 10/15/2014</p>				



CITY OF CARMEL
JAMES BRAINARD, MAYOR

March 7, 2023

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

RE: WAIVER OF BPW RESOLUTION NO. 04-28-17-01, LANE RESTRICTION – DUKE ENERGY – 889 BRIDLE CIRCLE

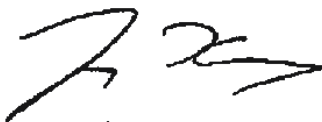
Dear Board Members:

Duke Energy is requesting a waiver from the City's Buried Utility District requirements (BPW Resolution No. 04-28-17-01) to replace an existing pole in a rear yard easement 889 Bridle Circle. The pole replacement is typical maintenance of the existing electric service in the area (exhibit attached).

The Department of Engineering, in review of the proposed requested waiver, has determined that the waiver is valid and recommends approval of the waiver conditioned upon the following:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Any damage to the existing improvements within the right of way of and City of Carmel roadway shall be restored to the satisfaction of the City when work is completed.
- Access to all adjoining properties shall be maintained at all times.
- The petitioner acknowledges that this waiver is for the items described above only.
- The petitioner acknowledges that the waiver approved this date does not guarantee approval of any future waiver requests for this or any other project.

Sincerely,



Jeremy Kashman, P.E.
City Engineer



USP - Fuse on Pole 060-815
 USP - Breaker at Substation CARMEL ROHRER RD 921 00
 USP
 USP
 USP

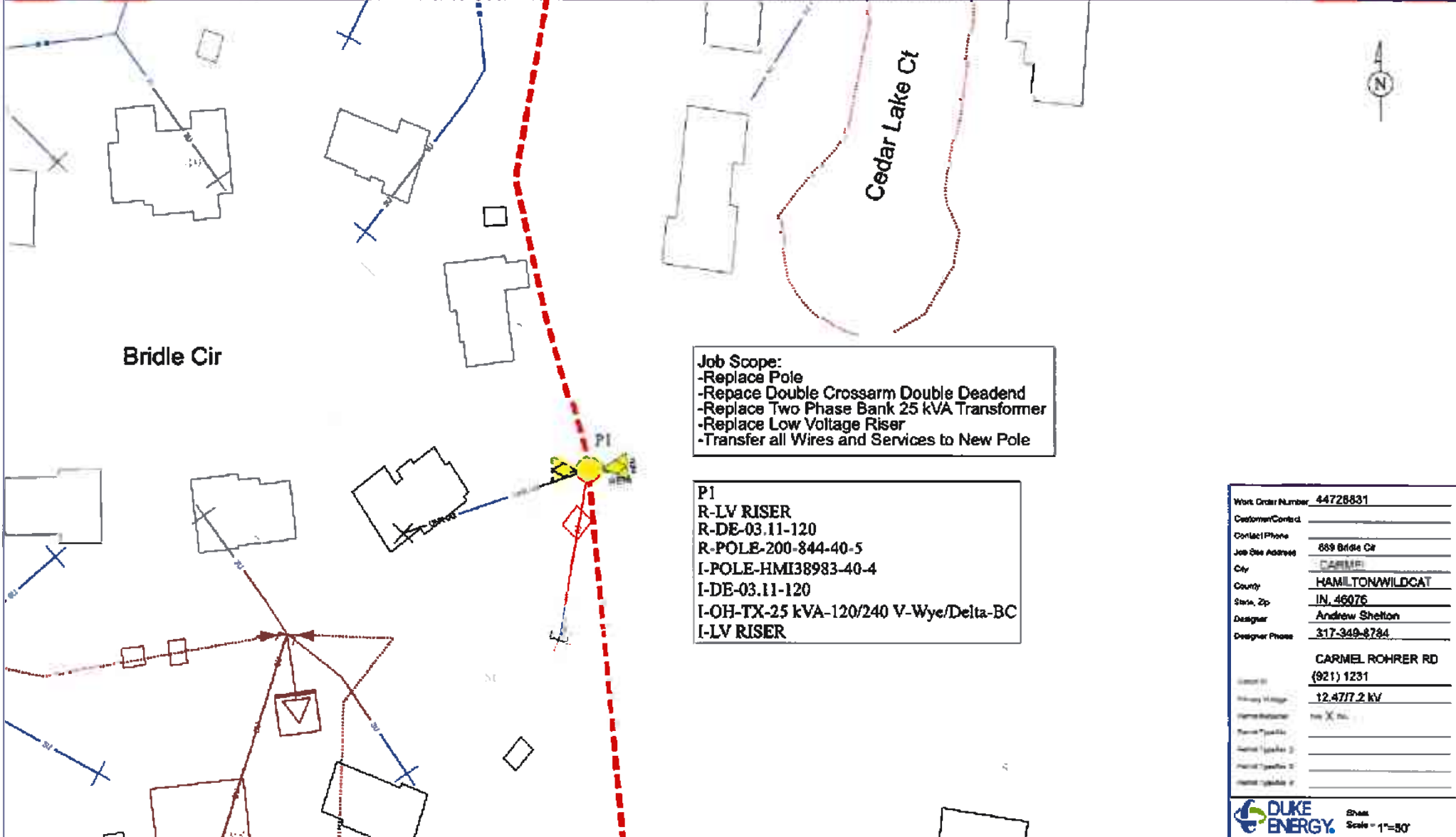


Safety Reminders / Advice Conditions



Be aware of aggressive dog

REMEMBER Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



Job Scope:
 -Replace Pole
 -Repace Double Crossarm Double Deadend
 -Replace Two Phase Bank 25 kVA Transformer
 -Replace Low Voltage Riser
 -Transfer all Wires and Services to New Pole

P1
 R-LV RISER
 R-DE-03.11-120
 R-POLE-200-844-40-5
 I-POLE-HMI38983-40-4
 I-DE-03.11-120
 I-OH-TX-25 kVA-120/240 V-Wye/Delta-BC
 I-LV RISER

Work Order Number	44728831
Customer/Contact	
Contact Phone	
Job Site Address	689 Bridle Cir
City	CARMEL
County	HAMILTON/WILDCAT
State, Zip	IN, 46076
Designer	Andrew Shelton
Designer Phone	317-349-8784
Location	CARMEL ROHRER RD (921) 1231
Primary Voltage	12.47/7.2 KV
Name/Address	See 'X' file
Sheet Title	
Sheet Number	
Sheet Date	
Sheet Author	
Sheet Checker	



JAMES BRAINARD, MAYOR

March 7, 2023

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

RE: WAIVER OF BPW RESOLUTION NO. 04-28-17-01, PATH CLOSURE – DUKE ENERGY – 307 EAST CITY CENTER

Dear Board Members:

Duke Energy is requesting a waiver from the City's Buried Utility District requirements (BPW Resolution No. 04-28-17-01) and a related path closure to replace an existing utility pole near 307 E City Center Drive (exhibits attached). The pole replacement is typical maintenance of the existing aerial electric service.

The Department of Engineering, in review of the proposed requested waiver, has determined that the waiver is valid and recommends approval of the waiver conditioned upon the following:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Any damage to the existing improvements within the right of way of and City of Carmel roadway shall be restored to the satisfaction of the City when work is completed.
- The petitioner agrees to work with the Department of Engineering on the establishment of a detour route prior to the closure of a sidewalk. Signage identifying the closure and detour route shall be placed prior to closure of the street and maintained for the duration of the work period.
- Petitioner agrees to post proper road & sidewalk closure signage during the duration of the work. Signage for the sidewalk closure, measuring at least 12" x 18", stating "SIDEWALK CLOSED" shall be placed prior to closure of the sidewalk.
- Access to all adjoining properties shall be maintained at all times.
- The petitioner acknowledges that this waiver is for the items described above only.
- The petitioner acknowledges that the waiver approved this date does not guarantee approval of any future waiver requests for this or any other project.

Sincerely,

Jeremy Kashman, P.E.
City Engineer



SP- Breaker at substation (Carmel 1st Ave 794)
 SP-
 SP-
 USP-
 SP-



Safety Reminders / Adverse Conditions

Work Zone General Comments:
 Flagger needed

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



Job Scope:

- Replace Duke pole
- P1; Throughline framing. Transfer primary, duplex svc, and street light. Replace riser and fuse.
- E 126th St is a two-lane road with a divider down the middle.

P1 (throughline)
 R-POLE-067-626-40-4
 R-TL-03.11-103
 R-FUSE-100-STANDARD-B
 R-HV RISER-2"
 I-POLE-067-626-45-4
 I-TL-03.11-103
 I-FUSE-100-STANDARD-B
 I-HV RISER-2"
 T-100 W-HPS-COBRA DROP-BRK/MAST

Work Order Number	45426773
Customer Contact	
Contact Phone	
Job Site Address	307 E CITY CENTER DR
	CARMEL
County	HAMILTON / Clay
State, Zip	IN, 46032
Designer	Damon Davers II
Designer Phone	317-783-2423
Drive ID	CARMEL 1ST AVE
Primary Voltage	(794) 1262
Permit Required	Yes, No, ...
Permit Type/No	City of Carmel
Permit Type/No 2	
Permit Type/No 3	





JAMES BRAINARD, MAYOR

March 7, 2023

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

RE: WAIVER OF BPW RESOLUTION NO. 04-28-17-01, LANE RESTRICTIONS-1705 W 116th STREET

Dear Board Members:

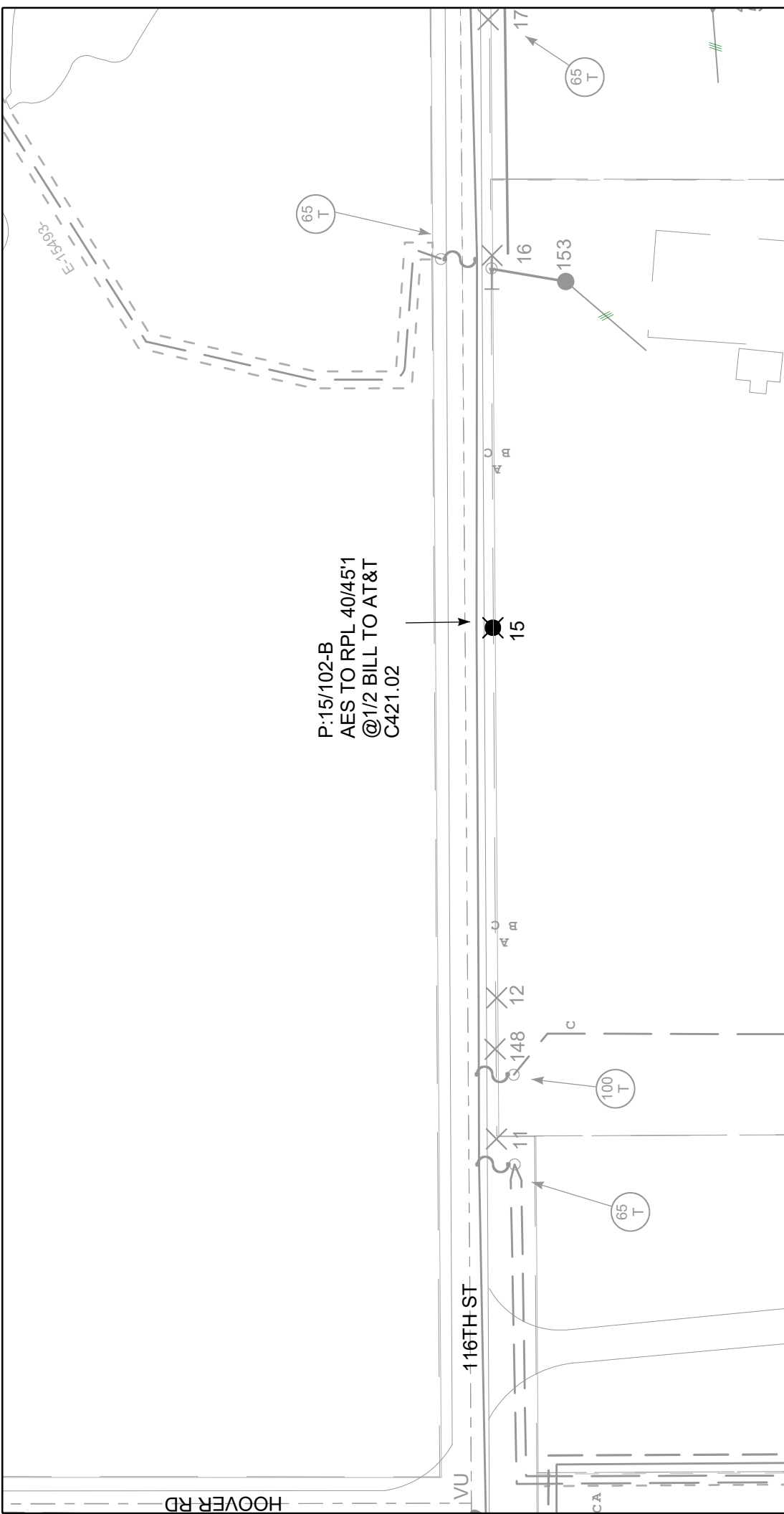
AES, Inc., is requesting a waiver from the City's Buried Utility District requirements (BPW Resolution No. 04-28-17-01) along with related lane restrictions to replace a utility pole near 1705 W 116th Street (exhibit attached). The pole replacement is typical maintenance of the existing aerial electric service.

The Department of Engineering, in review of the proposed requested waiver, has determined that the waiver is valid and recommends approval of the waiver conditioned upon the following:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Petitioner agrees to post proper lane restriction signage and traffic control devices during the duration of the work.
- A minimum 10' width of the lane restriction area shall be provided at all times.
- Lane restrictions shall be performed between the hours of 9am and 4pm
- Any damage to the existing improvements within the right of way of and City of Carmel roadway shall be restored to the satisfaction of the City when work is completed.
- the petitioner acknowledges that this waiver is for the items described above only does not guarantee approval of any future waiver requests for this or any other project.

Sincerely,

Jeremy Kashman, P.E.
City Engineer



ENEngineering		Job Name: ATT SPANS 22-A02CZPW	Customer: BETH DUKE	Phone: 317-261-4950
SPANS	CC	Location: 1705 W 116TH ST, CARMEL, IN 46032	Scheduler:	Phone:
AT&T#		Circuit Data		
PA #		Primary	Trans.	Designed By: ISMAIL HASSAN
WR #	631860	Name	Phone	Cell
		TREMONT NO. 1	317-671-7291	
		Circuit	Sect. No.	Date
		2851	102-B	2/27/2023
		SWS	Tax Unit	Print No.
		411	185	1 OF 1

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March 7, 2023

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

RE: LANE & ROAD CLOSURE, SIDEWALK CLOSURE, OPEN PAVEMENT CUT- 175 S RANGELINE ROAD

Dear Board Members:

Nick Justice with CEC, Inc. is requesting approval of lane restrictions, road and sidewalk closures, and open pavement cuts associated with a proposed multiuse development at 175 S Rangeline Road (exhibits attached). Closure of the eastern northbound lane of Rangeline, the eastbound lane of 1st ST SE and a full closure of Supply Street is anticipated. The timing and duration of the restrictions will be coordinated with the Engineering Dept. as the project progresses. The sidewalk around the project will be closed for the duration of the project.

The Department of Engineering recommends that the Board approve the requested lane restriction, street closure and open pavement cut conditioned upon the following requirements:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Any damage to the existing Improvements within the City of Carmel right of way shall be restored to the satisfaction of the City when work is completed.
- The petitioner agrees to work with the Department of Engineering on the establishment of a detour route prior to the closure of a lane or sidewalk. Signage identifying the closure and detour route shall be placed prior to closure of the street and maintained for the duration of the work period.
- Petitioner agrees to post proper road & sidewalk closure signage during the duration of the work. Signage for the sidewalk closure, measuring at least 12" x 18", stating "SIDEWALK CLOSED" shall be placed prior to closure of the sidewalk.
- Lane restriction signage will remain in place during the duration of the project repair.
- Traffic shall be maintained during the working period. A minimum 10' lane shall be provided at all times within the work area.
- The Department of Engineering shall be provided a minimum 48 hour notification of lane restriction prior to commencement of work.
- Emergency access to adjoining properties of the work site shall remain in place at all times. Notification to adjoining property owners shall be made 48 hours prior to commencement of work activities.
- Construction in dedicated City Right-of-Way shall be restored in compliance with all City codes and standards.

Sincerely,

Jeremy Kashman, P.E.
City Engineer



February 2, 2023

Mr. Caleb Warner
City of Carmel - Board of Public Works
One Civic Square
Carmel, IN 46032

Dear Mr. Warner:

Subject: Rangeline Mixed-Use Development:
175 S. Rangeline Road
Carmel, IN 46032
CEC Project 325-748

Civil & Environment Consultants, Inc., on the behalf of Studio M Architecture, respectfully request the following to be presented to the Board of Public Works for the 1.95 acre project located at 175 S. Rangeline Road.

- 1. Request for lane closure/restrictions on Rangeline Road, 1st Street SE, 1st Avenue SE, and Supply Street Way for utility connections and roadway repair.*
- 2. Request for sidewalk closure/restrictions on Rangeline Road, 1st Street SE, 1st Avenue SE, and Supply Street Way for utility connections and new sidewalk construction.*

At this time, we ask to be placed on the agenda for the next available Board of Public Works meeting. We appreciate your time and consideration of our request. Please call our office at (317) 655-7777 if you have any questions.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

Nicholas Justice, PE
Project Manager



March 7, 2023

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

RE: 4100 W 121st Street- WAIVER OF CITY CODE § 6-145 Application of Outdoor Burning Regulations

Dear Board Members:

Hillary Peters with Mariani Landscapes is requesting a waiver from the city code § 6-145 which prohibits outdoor burning within city limits to conduct a prescribed prairie burn at 4100 W 121st Street (exhibits attached). Mariani landscapes consulted with the Carmel Fire Dept. to gain approval of their plan.

The Department of Engineering, in review of the proposed conditions, has determined that the waiver requested is valid and recommends approval.

Sincerely,

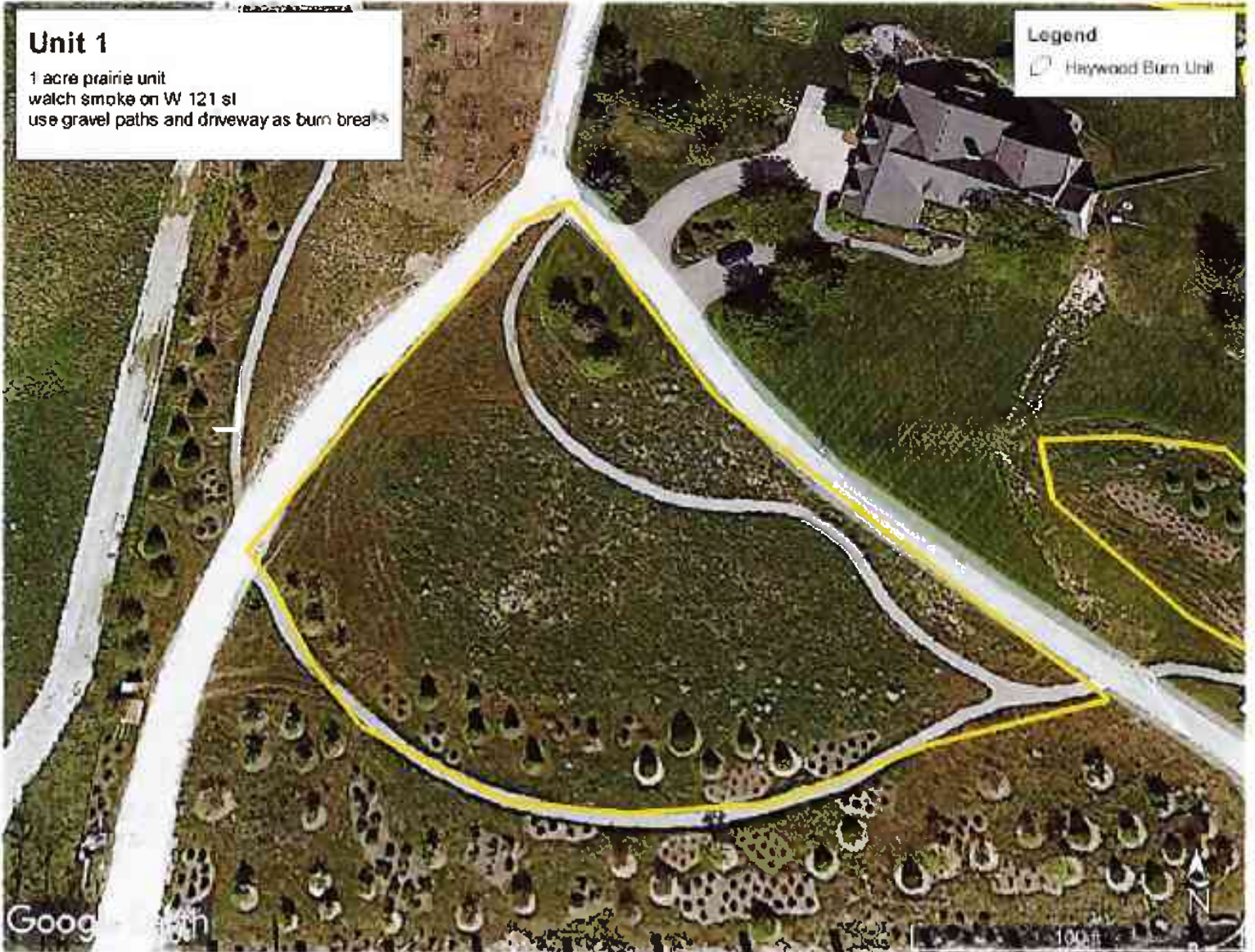
Jeremy Kashman, P.E.
City Engineer

Unit 1

1 acre prairie unit
watch smoke on W 121 st
use gravel paths and driveway as burn break

Legend


 Haywood Burn Unit



Unit 2

0.5 acre unit
watch smoke on W 121 st
use gravel paths and mowed turf as burn breaks
house to the NE is not occupied

Legend

 Haywood Burn Unit

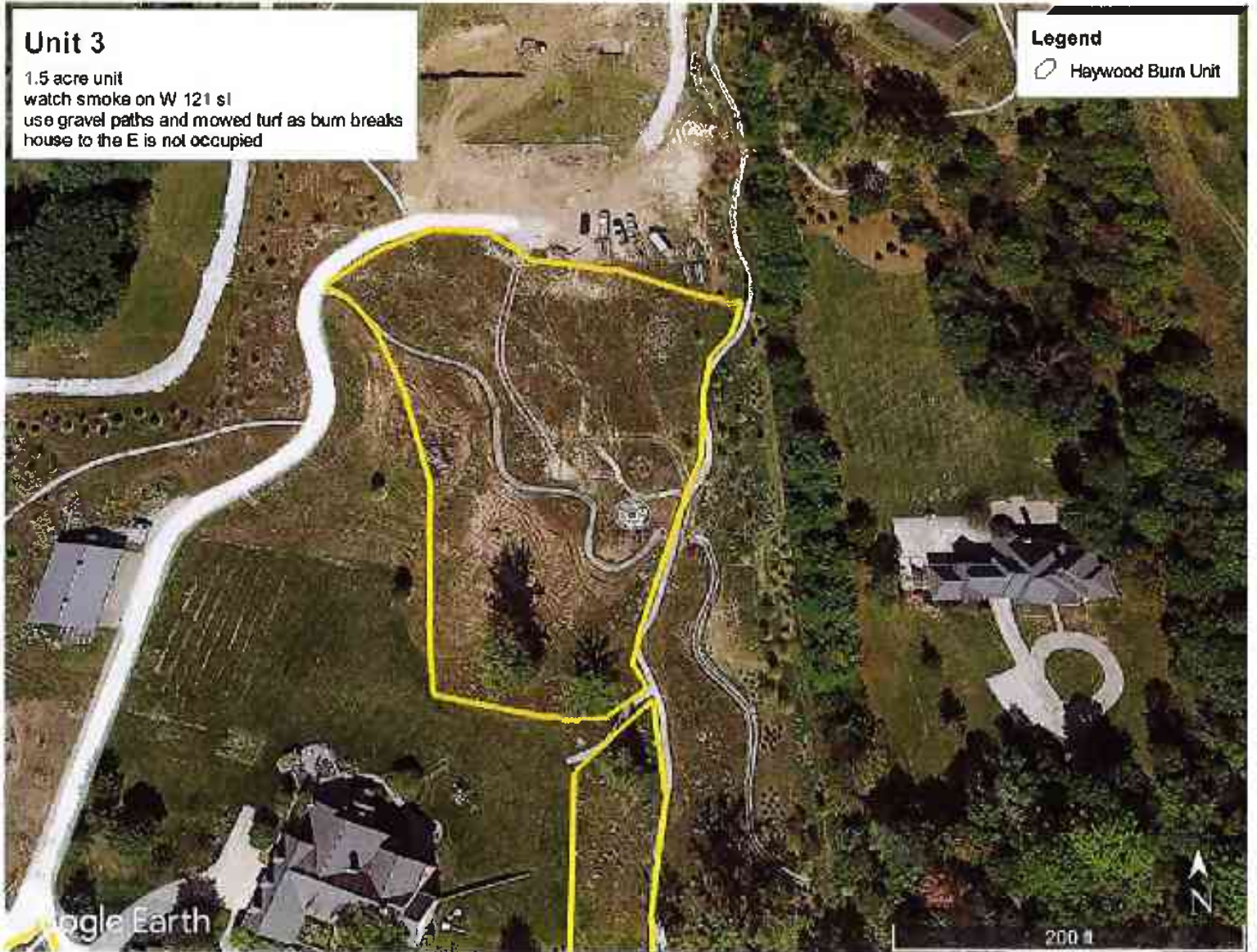


Unit 3

1.5 acre unit
watch smoke on W 121 st
use gravel paths and mowed turf as bum breaks
house to the E is not occupied

Legend

 Haywood Burn Unit





March 7, 2023

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

RE: STORMWATER TECHNICAL STANDARDS WAIVER – IRSAY POND-116th & CLAY CENTER ROAD

Dear Board Members:

Brian Brown with Stoepfelwerth & Associates has requested a waiver from the Stormwater Technical Standards Manual in association with proposed pond construction at the northwest corner of 116th Street and Clay Center Road (exhibits attached).

The Department of Engineering, in review of the proposed conditions and design standards, has determined that the waivers requested are valid given the existing site constraints involved with the project and recommend approval.

Sincerely,

Jeremy Kashman, P.E.
City Engineer



STOEPPELWERTH
ALWAYS ON

ofc: 317.849.5935
fax: 317.849.5942

7965 East 106th Street
Fishers, IN 46038-2505
www.stoepfelwerth.com

October 27, 2022

City of Carmel Engineering Department
One Civic Square
Carmel, IN 46032

Attention: Alex Jordan

Re: SW-2022-00039 Private Pond
Waiver Request

Dear Mr. Jordan:

In response to your comments dated October 19, 2022, and subsequent discussion, the following waiver is being requested for this project.

Waiver #1 – Section 302.06-1 of the City of Carmel Stormwater Technical Standards requires a pond to be returned to 90% capacity within 48 hours of the start of a 100 year storm. For the pond, as designed, the drawdown happens under 52 hours from the start of the 100 year analysis. For this site meeting the release rates and the drawdown time. The pond is providing detention for essentially undeveloped land and greatly reduces existing flows on the downstream system. There is an existing home that is offsite, that a portion drains toward the pond. An emergency spill way is being provided that will be cut from virgin ground and protected using permanent turf reinforcement mats to safely convey any flows in excess of the design storms. It is understood that if future development efforts are presented on this site that uses the pond for detention, additional effort may be required to try and drain the pond within 48 hours and still meet the release rates. It is requested that this waiver be granted to allow the pond to be constructed with the 52 hour drawdown instead of the required 48 hour drawdown.

If you have any questions or comments concerning these revisions, please contact me at bbrown@stoepfelwerth.com or my direct line at (317) 570-4704.

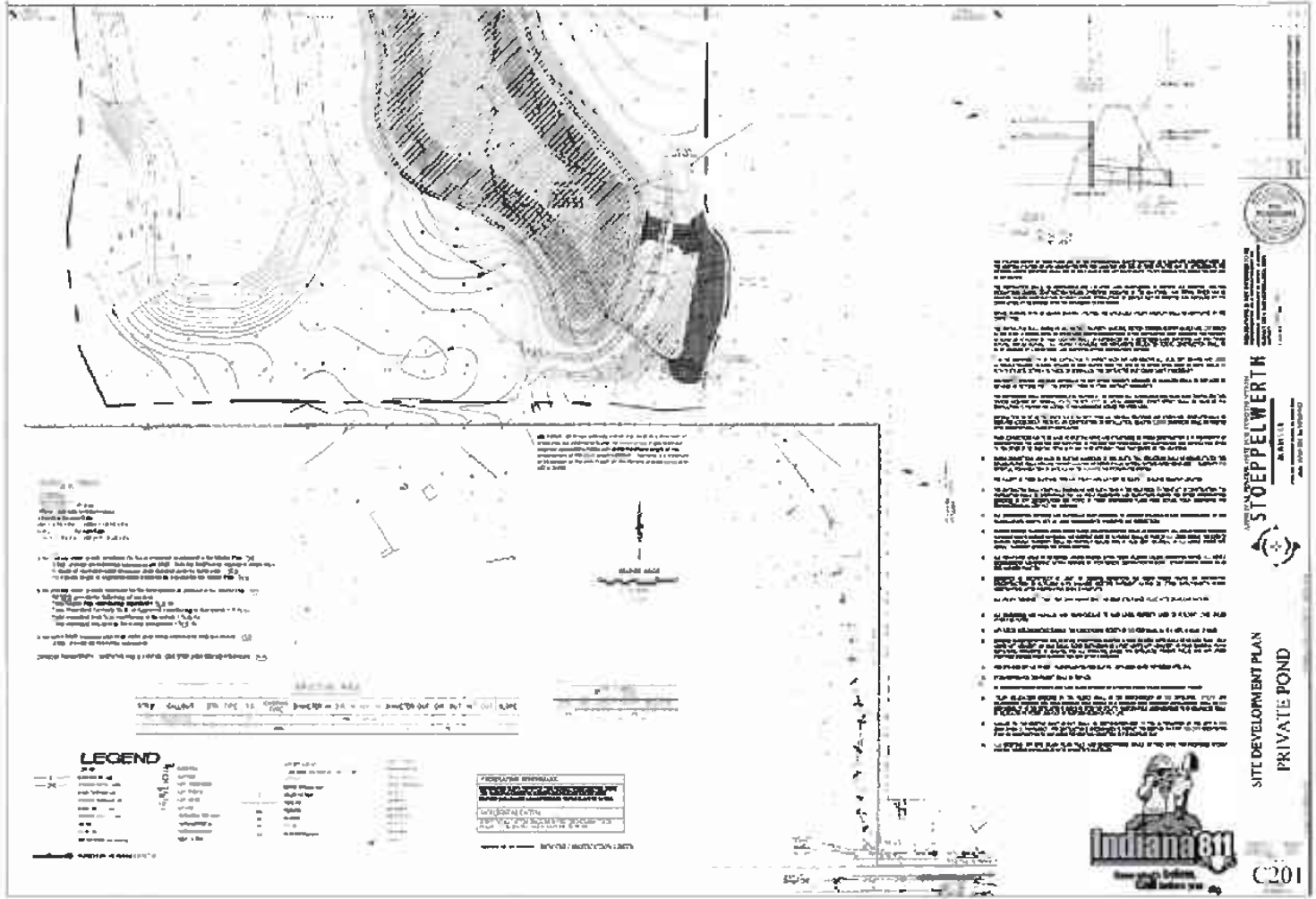
Sincerely,
STOEPPELWERTH & ASSOCIATES, INC.

Brian M. Brown, PE, CFM
Director of Water Resources

Cc:
8MB/ads
S:\104096H05\Blue Book\Agency_Correspondence\CarmelWaiver.doc

LAND DEVELOPMENT SUPPORT SOLUTIONS

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STOEPPELWERTH
 ENGINEERS & ARCHITECTS
 1111 N. W. 11th St., Suite 100
 Ft. Lauderdale, FL 33304
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 Fax: (954) 561-1112
 www.stoeppelwerth.com

INDIANA 811
 Call before you dig
 1-800-4-A-DIG

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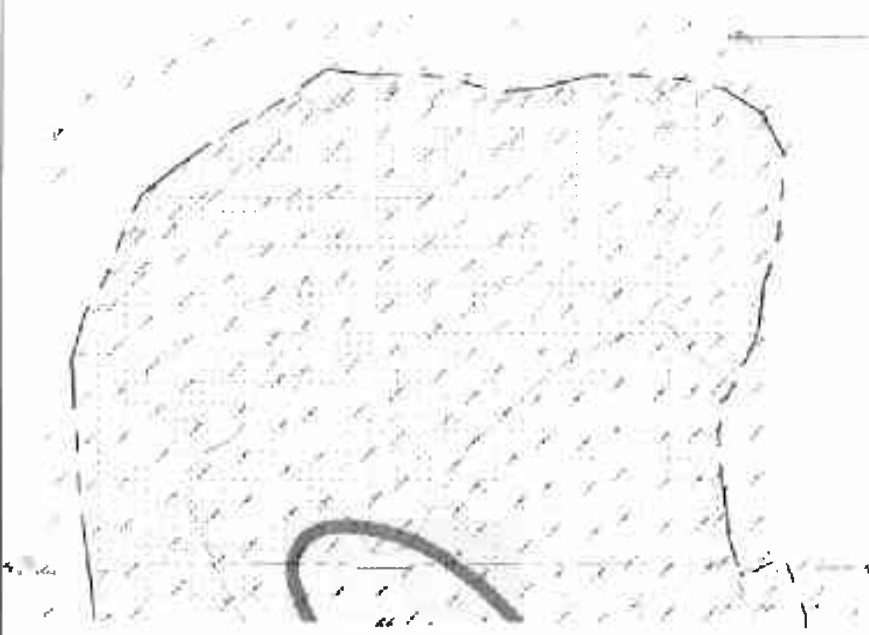
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 ENGINEERS & ARCHITECTS
 1111 N. W. 11th St., Suite 100
 Ft. Lauderdale, FL 33304
 Phone: (954) 561-1111
 Fax: (954) 561-1112
 www.stoeppelwerth.com

INDIANA 811
 Call before you dig
 1-800-4-A-DIG

C201

THIS SHEET TO BE USED FOR EROSION CONTROL ONLY.

PLANS FOR EROSION CONTROL
 2000 1000
 1000 1000
 1000 1000



- LEGEND**
- 1. 100% EROSION CONTROL
 - 2. 50% EROSION CONTROL
 - 3. 25% EROSION CONTROL
 - 4. 10% EROSION CONTROL
 - 5. 5% EROSION CONTROL
 - 6. 2% EROSION CONTROL
 - 7. 1% EROSION CONTROL
 - 8. NO EROSION CONTROL

NO.	DESCRIPTION	DATE
1
2
3
4
5
6
7
8
9
10

1. 100% EROSION CONTROL
 2. 50% EROSION CONTROL
 3. 25% EROSION CONTROL
 4. 10% EROSION CONTROL
 5. 5% EROSION CONTROL
 6. 2% EROSION CONTROL
 7. 1% EROSION CONTROL
 8. NO EROSION CONTROL



STOEPELWERTH
 ENGINEER
 1000 1000
 1000 1000

STORM WATER POLL. & PREV. PLAN
PRIVATE POND



302A



3/8/2023

Board of Public Works and Safety
One Civic Square
Carmel, IN 46032

Re: Consent to Encroachment (3 season room) at 12517 Brompton Rd

Dear Board Members:

A Consent to Encroachment document signed by Strader, Daniel P & Elizabeth h&w, owners of the property with the common address 12517 Brompton Rd , is submitted to the Board for signatures. A variance for the encroachment is also submitted to the Board of Public Works for approval during the BPW meeting.

The Department of Engineering has reviewed and approved the encroachment document. Upon approval and signature by the Board Members the document will be recorded with the Hamilton County Recorder's Office.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Kashman", written over a light blue horizontal line.

Jeremy Kashman, PE
City Engineer

ATTACHMENT: CONSENT TO ENCROACH DOCUMENT



3/6/2023

Board of Public Works and Safety
One Civic Square
Carmel, IN 46032

Re: Request for Variance (3 season room) at 12517 Brompton Rd

Dear Board Members:

Strader, Daniel P & Elizabeth h&w, owner of the property with the common address 12517 Brompton Rd, have requested a variance from the Carmel City Code Section 6-227(a)(4) for the installation of a 3 season room within a portion of the lot designated as an easement. Generally, the improvement is proposed to be installed at the location indicated on the attached exhibit.

It is not expected that the improvements at the proposed location will result in a Detriment (as defined by City Code) to the subject property or the adjacent properties (provided the petitioner adheres to the conditions recommended below). The Engineering Department recommends that the Board approve the variance conditioned upon the following (as discussed with the petitioners):

- Petitioners enter into a Consent-to-Encroach Agreement with the City and record the Agreement. (we will record the agreement for you).
- Petitioners (and successors and assigns) agree to remedy any drainage issues resulting from the installation of the improvement that, in the opinion of the City, represents a Detriment as defined in City Code.
- Petitioners shall obtain approval from the HOA for installation of the improvement if such approval is required by the restrictive covenants of the development.

Respectfully,

Jeremy Kashman, PE
City Engineer



CONSENT TO ENCROACH

THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Strader, Daniel P & Elizabeth h&w, 12517 Brompton Rd, Carmel, Hamilton County, Indiana 46033, (individually and collectively, "Owner"), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety ("City").

WITNESSETH:

WHEREAS, Owner owns in fee simple Lot 71 ("Lot") in BROOKSHIRE VILLAGE, section 2, which is located within the corporate limits of the City of Carmel, Indiana ("Subdivision"), which real estate is more particularly described in Exhibit A, attached hereto and incorporated herein by the reference; and

WHEREAS, the official plat of the Subdivision was recorded in PB 7 PG 64-65, Instrument Number 8143 in the Office of the Hamilton County Recorder on 10/24/1978, as BROOKSHIRE VILLAGE, section 2 (the "Plat"); and

WHEREAS, the current Owner wishes to install a 3 season room on the Lot (the "Site Improvement"); and

WHEREAS, Owner has given the City a sketch ("Sketch") depicting the location of the Site Improvement on the Lot, a copy of which is attached hereto and incorporated herein by this reference as Exhibit B; and

WHEREAS, the Site Improvement will be constructed on portions of the Lot designated as 15-foot Drainage and Utility Easement, identified as "15' D.&U.E." on Exhibit B (the "Easement"); and

WHEREAS, the Easement is beneficial to the City and its residents; and

WHEREAS, as indicated on the Sketch, the Site Improvement will encroach (the "Encroachment") upon the Easement, which Encroachment is crosshatched on Exhibit B; and

WHEREAS, City of Carmel Board of Public Works and Safety approves the Owner's request for a variance from Carmel City Code Section 6-227(4); and

WHEREAS, Owner and City acknowledge the location of the Encroachment; and

WHEREAS, Owner acknowledges that this Agreement does not imply any approval of existing or future improvements not indicated by Owner on Exhibit B; and

WHEREAS, the location of the Site Improvement as indicated by the Owner on Exhibit B should not materially interfere with the City's use of the Easement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties mutually promise, agree and covenant as follows:

1. The foregoing preambles, recitations and definitions are made a part hereof as though such were fully set forth herein.
2. The City consents to the Encroachment for only so long as
 - (i) the Encroachment exists; and
 - (ii) Owner complies with all of the terms and provisions of this Agreement.
3. Owner covenants and agrees not to extend, increase, modify, alter, landscape, reconfigure or otherwise change the Site Improvement from what is depicted on Exhibit B, and to maintain the Site Improvement in good condition and repair.
4. Owner agrees that City shall have the right to remove any portion of the Site Improvement as City deems necessary, in City's sole discretion, to install, protect and/or repair any utility lines, sewer lines or drainage ditches located in the Easement, or for any other lawful purpose, and that, should the City take such action, the City shall incur no obligation to repair, replace or reimburse Owner for the cost of any damages thereby caused to the Site Improvement, the Lot, or to Owner
5. Owner agrees and acknowledges that the City's consent to encroach upon the Easement, as provided in this instrument, regards the City's Easement interests only, and does not constitute permission or authority for the Owner to otherwise enter on, in, under, over, or upon the property interests of any other person without that person's consent even if such property interests are also located within the Easement.
6. Owner agrees to indemnify and hold harmless City, its officers, officials, members, employees, invitees, licensees and agents, from and against any and all losses, liabilities, damages, claims, judgments, attorney fees and costs arising from any bodily injury and/or death, and from any destruction or damage to any property or improvements, located on the Lot, or otherwise, and/or for any failure of proper disclosure pursuant to Paragraph 12 hereof, which results directly or indirectly from any act of Owner, its employees, contractors and/or agents in, on, under, across or to the Easement.
7. Owner agrees to reimburse City for any and all costs and expenses incurred by City to replace or repair any damage to the Easement and any improvements located therein caused by the installation, construction, maintenance and/or operation of the Site Improvement.
8. The parties agree that the terms of this Agreement shall be binding upon and inure to the benefit of their respective heirs, administrators, successors and assigns.
9. The parties executing this Agreement represent and warrant that they are authorized to enter into and execute this Agreement for and on behalf of the party which they represent.
10. This Agreement shall be effective as of the date on which it is last executed by a party hereto.

11. The Owner agrees to provide full disclosure of this Agreement to all persons, entities and others who acquire by or through Owner any interest in the Lot on and after the effective date of this Agreement.
12. Owner agrees not to alter the ground surface elevation within the limits of the easement at any time.
13. Owner agrees to remedy any drainage problems or issues, saturated soil or standing water on the Lot or adjacent properties determined by the City to be resulting from the Encroachment.

"OWNER"

PROPERTY OWNER

PROPERTY OWNER

Daniel P. Strader

Printed Name

[Signature]

Signature

Date: 2/23/23

Elizabeth A. Strader

Printed Name

[Signature]

Signature

Date: 2/23/23

STATE OF INDIANA

COUNTY OF Hamilton

SS:

Before me, a Notary Public in and for said County and State, personally appeared Daniel + Elizabeth Strader by me known, and who acknowledged the execution of the foregoing "CONSENT TO ENCROACH" as his or her voluntary act and deed.

Witness my hand and Notarial Seal this 23 day of February, 2023

My Commission Expires:

6/29/28

[Signature]

NOTARY PUBLIC

Laurie L. Slick

Printed Name

My County of Residence: Hamilton



"CITY"

**CITY OF CARMEL, INDIANA,
BY AND THROUGH ITS BOARD OF
PUBLIC WORKS AND SAFETY**

BY: _____
James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

Sue Wolfgang, Clerk

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared JAMES BRAINARD, MARY ANN BURKE and LORI WATSON, by me known, and by me known to be the Members of the City of Carmel Board of Public Works and Safety, and Sue Wolfgang, Clerk of THE CITY OF CARMEL, who acknowledged the execution of the foregoing "CONSENT TO ENCROACH" on behalf of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this _____ day of _____, 20__.

My Commission Expires:

NOTARY PUBLIC

Printed Name

My County of Residence: _____

This instrument was prepared by Jon Oberlander, Esquire, Assistant Corporation Counsel, One Civic Square, Carmel, Indiana 46032.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Jon Oberlander, Esquire

Exhibit A

I, the undersigned, being a duly Registered Land Surveyor in the State of Indiana, hereby certify the within plat to be true and correct, representing a subdivision of Part of the Northeast Quarter of Section 32, Township 18 North, Range 4 East in Hamilton County, Indiana, more particularly described as follows:

Beginning at a point on the East line of the Northeast Quarter of Section 32, Township 18 North, Range 4 East, which is 600.00 feet South 00 degrees 00 minutes 00 seconds (assumed bearing) of the Northeast corner of said Northeast Quarter; thence North 89 degrees 40 minutes 30 seconds West parallel with the North line of said Northeast Quarter 600.00 feet to a point on the East line of Brookshire Village, First Section, Replat, as recorded in Plat Book 6, pages 59-61 in the Office of the Recorder of Hamilton County, Indiana, the next four calls are along the Eastern boundary of said Brookshire Village, First Section, 1) thence South 00 degrees 00 minutes 00 seconds 323.34 feet; 2) thence South 90 degrees 00 minutes 00 seconds East 130.00 feet; 3) thence South 00 degrees 00 minutes 00 seconds 400.00 feet; 4) thence North 90 degrees 00 minutes 00 seconds West 30.00 feet; thence South 00 degrees 00 minutes 00 seconds 93.68 feet; thence South 90 degrees 00 minutes 00 seconds East 499.99 feet to a point on the East line of the said Northeast Quarter, thence North 00 degrees 00 minutes 00 seconds on and along said East line 883.67 feet to the place of beginning, containing 10.786 acres, more or less. Subject to all legal easements and rights of way.

This subdivision consists of 41 lots, numbered from 64 through 104, both inclusive, Block "A" and streets as shown hereon. The size of lots and width of street are shown in figures denoting feet and decimal parts thereof.

Witness my signature this 18th day of September, 1978.


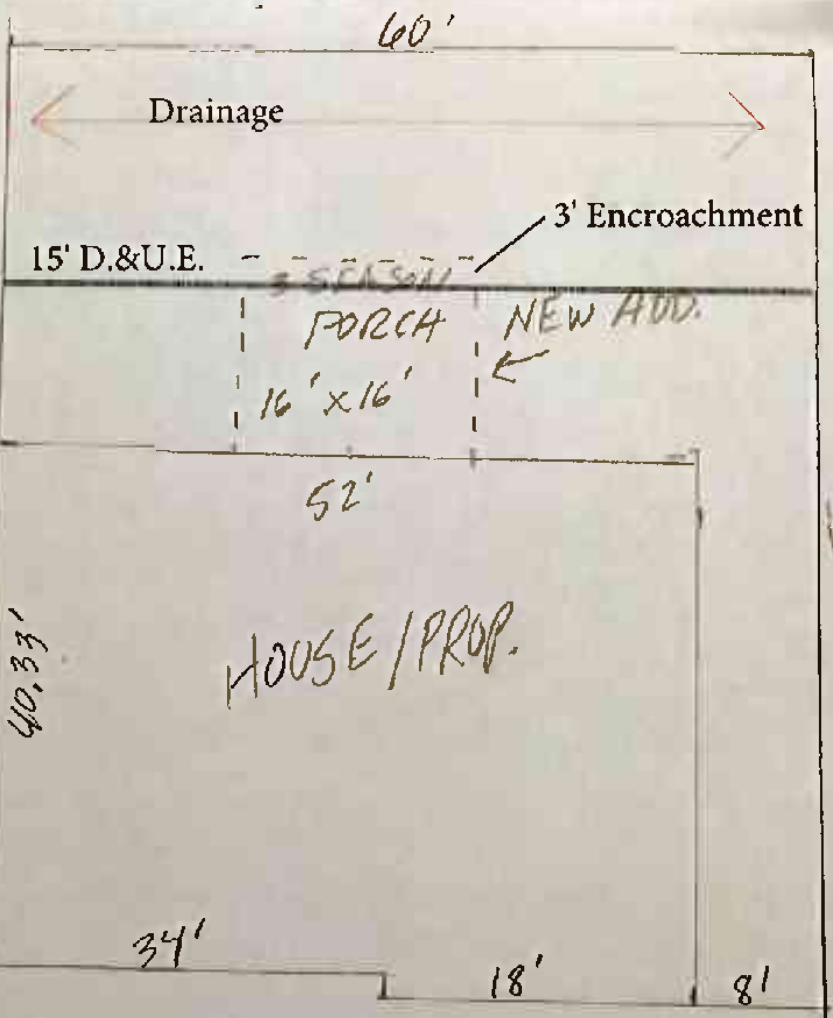
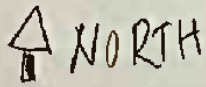

Allan H. Weihe, Reg. L. S. - Indiana #10308

Exhibit B



Note:

Downspouts and sump pumps should be at least 25-feet from any property line

DRAWN BY:
DAN STRADER
12517 BRONTON ROAD
CARMEL ID. 46033

01-04-2023

PH. #. 217-474-7279