

**Board of Public Works and Safety Meeting  
Agenda  
Wednesday, July 5, 2023 – 10:00 a.m.  
Council Chambers City Hall, One Civic Square**

**MEETING CALLED TO ORDER**

**1. MINUTES**

- a. **Minutes from the June 21<sup>st</sup>, 2023, Regular Meeting**

**2. BID OPENING AND AWARD**

- a. **Bid Opening for 23-STR-07 Brookshire Paving**
- b. **Bid Award for 106<sup>th</sup> Street Lift Expansion Project**

**3. PERFORMANCE BOND REDUCTION APPROVAL REQUEST**

- a. **Resolution BPW 07-05-23-02; Bond Release for Tom Wood Subaru Annex; Erosion Control; Gibson Commercial Construction**

**4. CONTRACTS**

- a. **Request for Purchase of Goods and Services; Proteam Tactical Performance, LLC; (\$8,800.00); Shield Mobile App Subscription; Dave Haboush, Fire Chief**
- b. **Request for Purchase of Goods and Services; American Structurepoint; (\$40,867.29); 16-ENG-37 116<sup>th</sup> and Rangeline RAB; Change Order #5; Jeremy Kashman, City Engineer**
- c. **Request for Purchase of Goods and Services; CrossRoad Engineers, P.C.; (\$279,000.00); 22-ENG-13 2022 Bond Various Path/Walk and Drainage Projects; Additional Services Amendment; Jeremy Kashman, City Engineer**
- d. **Resolution BPW 07-05-23-01; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Agreement Between City and Vendor; The Archer Company, LLC; (\$27,500.00); Salary and Compensation Plan Update Study; Lisa Hartz, Director of Human Resources**
- e. **Request for Purchase of Goods and Services; National Pavement Maintenance, LLC; (\$65,070.00); Road Preservation; Matt Higginbotham, Street Commissioner**
- f. **Request for Purchase of Goods and Services; Retro-Tech Systems, LLC; (\$767,791.00); Solar Procurement and Installation; John Duffy, Director of Utilities**

**5. REQUEST TO USE CITY STREETS/PROPERTY**

- a. **Request to Use/Close City Streets and Request to Use Midtown Plaza; Brews on the Boulevard; July 28 – July 31, 2023; 8:00 AM – 10:00 PM; Sondra Schwieterman, City of Carmel**

- b. **Request to Use/Close City Streets; CarmelFest; July 4, 2023; 8:00 AM – 11:00 PM;**  
Steve Krusie, Rotary Club of Carmel dba CarmelFest
- c. **Request to Use/Close City Streets; 2024 Carmel Marathon; April 13, 2024; 4:00 AM – 4:00 PM;** Jay Druba, Full Circle Events
- d. **Request for Rolling Closure/Lane Restrictions of City Streets and Request to Use Midtown Plaza; Carmel Chinese Mooncake Festival; September 30, 2023; 9:00 AM – 9:00 PM;** Meg Gates Osborn, City of Carmel
- e. **Request to Use/Close City Streets; Concert; July 23, 2023; 2:00 PM – 8:00 PM;**  
Cynthia Compton, MacArthur Books
- f. **Request to Use/Close City Streets; Family Summer Concert Series; Wednesday Evenings July 5 – September 27, 2023; 5:00 PM – 10:30 PM;** Melanie Brewer, Fountain Square Committee

## **6. OTHER**

- a. **Request for Consent to Encroach and Variance; 321 1<sup>st</sup> Ave. SE;** Derek & Amy Van Ostrand Fakehany, Property Owners
- b. **Request for Dedication and Deed of Public Right-of-Way; 10534 Hussey Lane;** Megan Pace and Joshua Smiley, Property Owners
- c. **Request for Grant of Perpetual Stormwater Quality Management Easement; 10534 Hussey Lane;** Megan Pace and Joshua Smiley, Property Owners
- d. **Request for Grant of Water Quality Preservation Easement; 10534 Hussey Lane;**  
Megan Pace and Joshua Smiley, Property Owners
- e. **Request for Parking and Sidewalk Restrictions; Midtown Flats - 591 Monon Blvd;**  
Malachi Johnson, JC Hart
- f. **Request for Replat; Sanctuary at 116<sup>th</sup> Section 3, Lots 106 – 108;** Krieg Devault, LLP

## **7. ADJOURNMENT**

1  
2 **Board of Public Works and Safety Meeting**  
3 **Minutes**  
4 **Wednesday, June 21, 2023 – 10:00 a.m.**  
5 **Council Chambers City Hall, One Civic Square**  
6

7  
8 **MEETING CALLED TO ORDER**

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10 *Mayor James Brainard called the meeting to order at 10:00 AM*  
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12 **MEMBERS PRESENT**

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14 *Mayor James Brainard, Board Members Mary Ann Burke and Lori Watson, and Deputy Clerk Jessica Komp were present.*  
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17 **MINUTES**

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19 *Minutes from the June 7, 2023 Regular Meeting. Board Member Burke moved to approve. Board Member Watson seconded. Minutes were approved 2-0. (Brainard abstained).*  
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22 **BID OPENING AND AWARD**

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24 ***Bid Opening for 106<sup>th</sup> Street Lift Station Expansion Project***

25 *Lori Watson opened the bids and Mayor Brainard read them aloud:*  
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| <b><u>Contractor</u></b>               | <b><u>Quote</u></b>   |                         |                         |
|--|-----------------------|-------------------------|-------------------------|
| 27 <i>Thieneman Construction, Inc.</i> | <i>\$6,310,000.00</i> | <i>a.) \$35,000.00</i>  | <i>b.) \$191,000.00</i> |
| 28 <i>Otteweller Contracting, LLC*</i> | <i>\$4,273,000.00</i> | <i>a.) \$83,000.00</i>  | <i>b.) \$190,512.00</i> |
| 29 <i>Wilhelm Construction, Inc.</i>   | <i>\$6,877,000.00</i> | <i>a.) \$114,000.00</i> | <i>b.) \$141,000.00</i> |

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32 *\*Bidder asked for bid to be withdrawn, as it was incomplete.*  
33

34 ***Bid Award for BPW 23-STR-06 Palladium Pavers***

35 *Crystal Edmondson, Operations Manager of Carmel Street Department, recommended awarding the bid to Decorative Paving Co., as they were the lowest, most responsive bidder. Board Member Burke moved to award the bid to Decorative Paving Co. in the amount of \$174,125.00. Board Member Watson seconded. Award approved 3-0.*  
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40 **CONTRACTS**

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42 *Request for Purchase of Goods and Services; SignCraft Industries, Inc.; (\$12,873.69); Monument Sign; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*  
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46 *Request for Purchase of Goods and Services; TINT; (\$7,800.00); UGC Platform; Amendment to Agreement; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*  
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*Request for Purchase of Goods and Services; USI Consultants, Inc.; (\$64,900.00); 22-ENG-12 Westfield Blvd Path Design; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request for Purchase of Goods and Services; VS Engineering, Inc.; (\$299,400.00); 22-ENG-08 136<sup>th</sup> Street Trail Connections; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request for Purchase of Goods and Services; Conference Technologies, Inc.; (\$227,049.86); Council Chambers AV Equipment; Additional Services Amendment; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request for Purchase of Goods and Services; Howard Asphalt, LLC; (\$4,537.50); 23-STR-01 Paving Program; Change Order #4; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request for Purchase of Goods and Services; Gridlock Traffic Systems; Inc.; (\$102,500.60); Road Striping; Additional Services Amendment; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

#### **REQUEST TO USE CITY STREETS/PROPERTY**

*Request to Use Midtown Plaza; Popcorn Sales; August 3, 10, 17, 24 & 31, 2023; 5:30 PM – 8:00 PM; Board Member Burke moved to approve; Board Member Watson seconded. Request approved 3-0.*

*Request to Use/Close City Street; Lawnmower Race; September 30, 2023; 8:00 AM – 10:00 PM; Board Member Burke moved to approve; Board Member Watson seconded. Request approved 3-0.*

*Request to Use Midtown Plaza; Club Kickoff Event; July 1, 2023; 7:00 AM – 11:00 AM; Board Member Burke moved to approve; Board Member Watson seconded. Request approved 3-0.*

*Request to Use/Close City Streets; Parade; September 22, 2023; 12:45 PM – 1:30 PM; Board Member Burke moved to approve; Board Member Watson seconded. Request approved 3-0.*

*Request to Use/Close City Streets and Request to Use Carter Green, Civic Square Fountain Area, Civic Square Gazebo & Lawn, Monon & Main Plaza and Midtown Plaza; Concert Festival; August 11 & 12, 2023; 8:00 AM – 12:00 AM; Board Member Burke moved to approve; Board Member Watson seconded. Request approved 3-0.*

*Request to Use/Close City Streets; 5K Race; December 23, 2023; 8:00 AM – 10:00 AM; Board Member Burke moved to approve; Board Member Watson seconded. Request approved 3-0.*

*Request to Use Carter Green; Picnic; July 13, 2023; 5:00 PM – 10:00 PM; Board Member Burke moved to approve; Board Member Watson seconded. Request approved 3-0.*

*Request to Use Midtown Plaza; Military Booth; June 30, 2023; 12:00 PM – 3:00 PM; Board Member Burke moved to approve; Board Member Watson seconded. Request approved 3-0.*

#### **OTHER**



100 *Request for Grant of Perpetual Stormwater Quality Management Easement; 4160 E. 96<sup>th</sup> Street; Board*  
101 *Member Burke moved to approve based on all conditions by City Engineers being met. Board Member*  
102 *Watson seconded. Request approved 3-0.*

103 *Request for Consent to Encroach and Variance; 13594 Dallas Drive; Board Member Burke moved to*  
104 *approve based on all conditions by City Engineers being met. Board Member Watson seconded.*  
105 *Request approved 3-0.*

106  
107 *Request for Consent to Encroach and Variance; 13656 Smokey Hollow Place; Board Member Burke*  
108 *moved to approve based on all conditions by City Engineers being met. Board Member Watson*  
109 *seconded. Request approved 3-0.*

110  
111 *Request for Stormwater Technical Standards Waiver; 11380 N. Illinois Street; Board Member Burke*  
112 *moved to approve based on all conditions by City Engineers being met. Board Member Watson*  
113 *seconded. Request approved 3-0.*

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115 *Request for Right of Way Dedication and Deed; West 126<sup>th</sup> Street; Board Member Burke moved to*  
116 *approve based on all conditions by City Engineers being met. Board Member Watson seconded.*  
117 *Request approved 3-0.*

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119 **ADD-ONS**

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121 *Board Member Burke moved to add one item to the agenda. Board Member Watson seconded.*  
122 *Approved 3-0.*

123  
124 ***Resolution BPW 06-21-23-01; Temporary Parking Restriction***  
125 *The Street Department requests the approval of a temporary on-street parking restriction on Rolling*  
126 *Hills Drive. The Common Council will be voting to make this restriction permanent on July 17<sup>th</sup>, as*  
127 *this parking restriction was always intended. Presented by Sergey Grechukhin, Office of Corporation*  
128 *Counsel. Board Member Burke moved to approve the award. Board Member Watson seconded.*  
129 *Approved 3-0.*

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131 **ADJOURNMENT**

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

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138 **APPROVED:** \_\_\_\_\_  
139 *Sue Wolfgang – City Clerk*

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144 *Mayor James Brainard*

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147 **ATTEST:** \_\_\_\_\_  
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149 *Sue Wolfgang – City Clerk*

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

Date: June 27, 2023

Resolution No: BPW-07-05-23-02

From: CITY ENGINEER

Principal: Gibson Commercial Construction

Surety: Auto Owners

Board Members:

I have conducted final inspection at Tom Wood Suburu Annex, for the following improvements:

| <u>ITEM</u>     | <u>SURETY NUMBER</u> | <u>AMOUNT</u> |
|-----------------|----------------------|---------------|
| Erosion Control | 66397070             | \$23,074.00   |

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 | \$2,307.40    |

APPROVED:

  
\_\_\_\_\_  
Jeremy Kashman, City Engineer

Be it resolved by the board of Public Works and Safety, City of Carmel, Indiana on this 5<sup>th</sup> day of July, 2023, that the performance guarantee for the Tom Wood Suburu Annex 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

**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 Proteam Tactical Performance, 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 1120 102 44-632.02 Ambulance Capital 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 Eight Thousand Eight Hundred Dollars (\$8,800.00) (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. All payments and any late payments fees shall be pursuant to Indiana Prompt Payment Statute; Ind. Code 5-17-5 *et al.*
  
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<br>Fire Department<br>210 Veterans Way<br>Carmel, Indiana 46032 | <b>AND</b> | City of Carmel<br>Office of Corporation Counsel<br>One Civic Square<br>Carmel, Indiana 46032 |
|-------------|--|------------|--|

|               |   |
|---------------|---|
| If to Vendor: | Proteam Tactical Performance, LLC<br>1531 E Northfield Dr, Suite 300<br>Brownsburg, Indiana 46112 |
|---------------|---|

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.

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

Proteam Tactical Performance, LLC

by and through its Board of Public  
Works and Safety

By:

By:

\_\_\_\_\_  
James Brainard, Presiding Officer

  
\_\_\_\_\_  
Authorized Signature

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

David M. Smith

\_\_\_\_\_  
Mary Ann Burke, Member

\_\_\_\_\_  
Printed Name

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

Director of Business Development

\_\_\_\_\_  
Lori S. Watson, Member

\_\_\_\_\_  
Title

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

FID/TIN: 83-1170982

ATTEST:


Date: 6/12/2023

\_\_\_\_\_  
Sue Wolfgang, Clerk


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






317-804-3501 

www.proteamtactical.com 

solutions@proteamtactical.com 

@proteamtactical 

**JOSH HAUS**  
*Carmel Fire Department*

**Phone:** (31) 571-2600  
**Email:** jhaus@carmel.in.gov  
**Address:** 210 Veterans Way, Carmel, IN 46280




**Contact:** David Smith  
**Email:** dsmith@proteamtactical.com  
**Phone:** 317-508-5999


| DESCRIPTION                                  | PRICE | QTY | SUBTOTAL   |
|--|-------|-----|------------|
| SHIELD - Behavioral Health Mobile App (6mo)  | \$25  | 176 | \$4,400.00 |
| SHIELD - Behavioral Health Mobile App (12mo) | \$50  | 176 | \$8,800.00 |

## SHIELD

- Annual member access to SHIELD platform
- Annual Administration access to SHIELD
- Quarterly Reports to Admin with MACRO level data analytics
- Member access to historical appraisal results
- Customizable department Resources
- ProTeam Wellness mental health resources available
- Auto renewal on implementation date

### THANK YOU FOR YOUR PARTNERSHIP

-  317.804.3501
-  solutions@proteamtactical.com
-  www.proteamtactical.com

  
**DAVID M. SMITH**  
Director of Business Development

## 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<br>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

David M. Smith, 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:

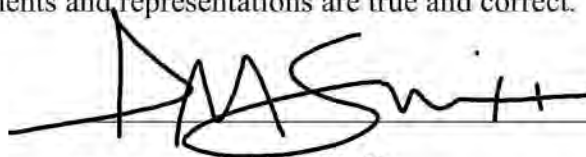
1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by ProTeam Tactical Performance (the "Employer") in the position of Director of Business Development.
3. I am familiar with the employment 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 12th day of June, 2023.

  
Printed: David M. Smith

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: David M. Smith

# 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

**109769**

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              |
|---------------------|---------------|-----------------|------------|--------------------------|
| 5/24/2023           |               |                 | 377237     | Shield Mental Health App |

|   |                                 |
|---|---------------------------------|
| <b>PROTEAM TACTICAL PERFORMANCE LLC</b> | <b>Carmel Fire Department</b>   |
| <b>VENDOR 1531 E NORTHFIELD DR</b>      | <b>SHIP TO 210 Veterans Way</b> |
| <b>SUITE 300</b>                        | <b>Carmel, IN 46032-</b>        |
| <b>BROWNSBURG, IN 46112 -</b>           |                                 |

| PURCHASE ID | BLANKET         | CONTRACT    | PAYMENT TERMS | FREIGHT   |
|-------------|-----------------|-------------|---------------|-----------|
| 77880       |                 |             |               |           |
| QUANTITY    | UNIT OF MEASURE | DESCRIPTION | UNIT PRICE    | EXTENSION |

Department: 1120 Fund: 102 Ambulance Capital Fund

Account: 44-632.02

|        |   |            |            |
|--------|---|------------|------------|
| 1 Each | Shield Behavioral Health Mobile App - 12 Months | \$8,800.00 | \$8,800.00 |
|        |   | Sub Total  | \$8,800.00 |



Send Invoice To:  
**Carmel Fire Department**

**210 Veterans Way**  
**Carmel, IN 46032-**

**PLEASE INVOICE IN DUPLICATE**

| DEPARTMENT | ACCOUNT | PROJECT | PROJECT ACCOUNT | AMOUNT            |
|------------|---------|---------|-----------------|-------------------|
|            |         |         |                 | <b>\$8,800.00</b> |

**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*

*Janis Cella*

ORDERED BY

Denise Snyder

TITLE

Accreditation/Budget Administrator

CONTROLLER

CONTROL NO. **109769**



CITY OF CARMEL

APPROVED  
City Survey Description at 4:38 pm, Jun 13, 2023

|   |  |
|---|--|
| TO: Jeremy Kashman<br>City Engineer<br>City of Carmel Indiana<br>One Civic Square<br>Carmel, IN 46032 | CONTRACT CHANGE ORDER NO: <u>5</u><br>DATE: <u>June 9, 2023</u><br>PROJECT NAME: <u>116th and Range Line RAB</u><br>CITY REQ. NO: _____<br>CITY PO NO: <u>16-ENG-37</u><br>CITY PO DATE: _____ |
|---|--|

I. You are directed to make the following changes in this Contract:

Change Order #5 is being created to add pay items for ADA drive and sidewalk work on Medical Drive adjacent the Flanner Buchanan funeral home at 325 E. Carmel Drive. Pay items are being created for the removal work necessary for the existing drive, sidewalk, and curb; mobilization and restoration and sod installation. All other work will be paid under existing pay items. This added work is not being counted against the project completion date so no time is being added to the contract.

| <u>ITEM</u>  | <u>AMOUNT</u> | <u>SCHEDULED ADJUSTMENT</u><br><u>(+) OR (-) DAYS</u> |
|--|---------------|---|
| II. The following referenced Documents further describe the changes outlined in Paragraph I, and are to be considered a part of this Change Order: R.F.P.: <u>N/A</u> W.D.C. NO.: <u>N/A</u> |               |   |

The changes result in the following adjustment of Contract Price and Contract Time:

|  |                   |                             |
|--|-------------------|-----------------------------|
| Contract Price prior to this Change Order                    | \$                | 5,514,390.59                |
| Contract Price will be increased by this Change Order        | \$                | 40,867.29                   |
| New Contract Price including this Change Order               | \$                | 5,555,257.88                |
| Contract Time prior to this Change Order _____ Days          | <u>10/6/2022</u>  | Substantial Completion Date |
| Contract Time prior to this Change Order _____ Days          | <u>11/28/2022</u> | Final Completion Date       |
| Net change resulting from this Change Order                  | <u>0</u>          | Calendar Days               |
| Current Contract Time including this Change Order _____ Days | <u>10/16/2022</u> | Substantial Completion Date |
| Current Contract Time including this Change Order _____ Days | <u>12/8/2022</u>  | Final Completion Date       |

This Change Order is for full and final settlement of all direct, indirect, impact costs and time extensions incurred at any time resulting from the performance of the changed work.

|  |  |   |
|--|--|---|
| The Above Changes Are Recommended<br><u>American Structurepoint, Inc.</u><br>ENGINEER<br><u>9025 River Road, Suite 200</u><br>Address<br><u>Indianapolis, IN 46240</u><br>City/State/Zip | The Above Changes Are Accepted<br><u>Calumet Civil Contractors, Inc.</u><br>CONTRACTOR<br><u>4898 Fieldstone Drive</u><br>Address<br><u>Whitestown, IN 46075</u><br>City/State/Zip | Approved<br>_____<br>James Brainard, Mayor<br>_____<br>Mary Ann Burke, Member<br>_____<br>Lori Watson, Member<br>_____<br><br>Jeremy Kashman, PE, City Engineer |
| By: <u>David Machala</u><br>_____<br>Phone: <u>317-281-9563</u><br>_____<br>Date: <u>06-13-2023</u><br>_____   | By: <u>Shelbi Miller</u><br>_____<br>Phone: <u>317-362-1763</u><br>_____<br>Date: <u>06/14/2023</u><br>_____   | ATTEST:<br>_____<br>Sue Wolfgang, Clerk<br>_____<br>Date: _____   |

# American Structurepoint, Inc.

## Change Order Details

16-ENG-37 - 116th and Range Line Road RAB

|                                  |   |
|----------------------------------|---|
| <b>Description</b>               | Roundabout construction at Range Line Road and 116th Street, roundabout construction at Range Line Road and Medical Drive, and corridor improvements along Range Line Road from 116th Street to Carmel Drive including mill and resurfacing, storm sewer installation, shared-use path and sidewalk construction, driveway construction, lighting, and landscaping.   |
| <b>Prime Contractor</b>          | Calumet<br>Whitestown, IN   |
| <b>Change Order</b>              | 5   |
| <b>Status</b>                    | Pending   |
| <b>Date Created</b>              | 06/09/2023  |
| <b>Type</b>                      | Owner Requested Change  |
| <b>Summary</b>                   | Change Order #5   |
| <b>Change Order Description</b>  | Change Order #5 is being created to add pay items for ADA drive and sidewalk work on Medical Drive adjacent the Flanner Buchanan funeral home at 325 E. Carmel Drive. Pay items are being created for the removal work necessary for the existing drive, sidewalk, curb, mobilization and restoration and sod installation. All other work will be paid under existing pay items. This added work is not being counted against the project completion date so no time is being added to the contract. |
| <b>Awarded Project Amount</b>    | \$5,439,000.00  |
| <b>Authorized Project Amount</b> | \$5,514,390.59  |
| <b>Change Order Amount</b>       | \$40,867.29   |
| <b>Revised Project Amount</b>    | \$5,555,257.88  |

**New Items**

| Line Number  | Item ID   | Unit | Quantity | Unit Price   | Extension   |
|--|-----------|------|----------|--------------|-------------|
| <b>Section: 3A - Base Bid</b>                                |           |      |          |              |             |
| 0180   | CO-LS     | LS   | 1.000    | \$21,749.580 | \$21,749.58 |
| Change Order Item "LS": Drive removal, staking and trucking  |           |      |          |              |             |
| <b>Reason:</b> Flanner Buchanan - ADA                        |           |      |          |              |             |
| 0181   | 110-07025 | EACH | 1.000    | \$815.000    | \$815.00    |
| MOBILIZATION AND DEMOBILIZATION                              |           |      |          |              |             |
| <b>Reason:</b> Flanner Buchanan - ADA                        |           |      |          |              |             |
| 0182   | 202-52710 | SYS  | 160.000  | \$38.000     | \$6,080.00  |
| SIDEWALK, CONCRETE, REMOVE                                   |           |      |          |              |             |
| <b>Reason:</b> Flanner Buchanan - ADA                        |           |      |          |              |             |
| 0183   | 202-02278 | LFI  | 60.000   | \$43.000     | \$2,580.00  |
| CURB, CONCRETE, REMOVE                                       |           |      |          |              |             |
| <b>Reason:</b> Flanner Buchanan - ADA                        |           |      |          |              |             |
| 0184   | CO-SYS    | SYS  | 120.000  | \$63.000     | \$7,560.00  |
| Change Order Item "SYS": Restoration along curb and sidewalk |           |      |          |              |             |
| <b>Reason:</b> Flanner Buchanan - ADA                        |           |      |          |              |             |



| Line Number | Item ID | Unit | Quantity | Unit Price | Extension |
|-------------|---------|------|----------|------------|-----------|
|-------------|---------|------|----------|------------|-----------|

|      |       |    |       |             |            |
|------|-------|----|-------|-------------|------------|
| 0185 | CO-LS | LS | 1.000 | \$2,082.710 | \$2,082.71 |
|------|-------|----|-------|-------------|------------|

Change Order Item "LS": Sod work along new curb

**Reason:** Flanner Buchanan - ADA

6 items

Total: \$40,867.29



**CALUMET CIVIL CONTRACTORS, INC.**

---

## LETTER OF TRANSMITTAL

|  |  |
|--|--|
| <b>TO:</b> City of Carmel                          | <b>DATE:</b> 5/15/2023                     |
| <b>PROJECT:</b> 116 <sup>th</sup> & Range Line RAB | <b>JOB:</b> 21022                          |
| <b>ATTN:</b> David Machala                         | <b>RE:</b> Change Order Request #9 REVISED |

Notes/Remarks:

Please use the pricing below to assist you in processing a Change Order as described below.

This change order consists of removing the Flanner Buchanan Funeral Home drive. This only includes the labor, equipment, material, and subcontractors. The placement of the drive, curb, widening, sidewalk, HMA will be paid under existing items.

| ITEM         | DESCRIPTION        | QTY | UNIT | UNIT PRICE  | EXTENSION          |
|--------------|--------------------|-----|------|-------------|--------------------|
| 180          | Funeral Home Drive | 1   | LS   | \$21,749.58 | \$21,749.58        |
| <b>TOTAL</b> |                    |     |      |             | <b>\$21,749.58</b> |

*Shelbi Miller*

---

Shelbi Miller – Project Manager



PROJECT NAME

T M EXPLANATION

CALUMET JOB NO

CALUMET CODE

QTY

116th & Range Line RAB

Funeral Home Drive

21022

99911

1

**LABOR**

| Date         | LABOR TYPE   | HOURS | ST-OT | ST RATE | OT RATE | LABOR AMT  | LABOR MU   |          |
|--------------|--------------|-------|-------|---------|---------|------------|------------|----------|
| 11/29/2022   | Teamster     | 4     | ST    | \$56.34 | \$75.05 | \$225.36   | \$22.54    |          |
| 11/29/2022   | Laborer      | 14    | ST    | \$49.17 | \$64.75 | \$688.38   | \$68.84    |          |
| 11/29/2022   | Laborer      | 16    | ST    | \$49.17 | \$64.75 | \$786.72   | \$78.67    |          |
| 11/29/2022   | Operator 103 | 16    | ST    | \$65.54 | \$87.54 | \$1,048.64 | \$104.86   |          |
| 11/29/2022   | Foreman      | 1     | OT    | \$66.68 | \$89.25 | \$89.25    | \$8.93     |          |
| 11/29/2022   | Foreman      | 8     | ST    | \$66.68 | \$89.25 | \$533.44   | \$53.34    |          |
| 12/1/2022    | Laborer      | 16    | ST    | \$49.17 | \$64.75 | \$786.72   | \$78.67    |          |
| 12/1/2022    | Operator 103 | 16    | ST    | \$65.54 | \$87.54 | \$1,048.64 | \$104.86   |          |
| 12/1/2022    | Foreman      | 1     | OT    | \$66.68 | \$89.25 | \$89.25    | \$8.93     |          |
| 12/1/2022    | Foreman      | 8     | ST    | \$66.68 | \$89.25 | \$533.44   | \$53.34    |          |
| 12/7/2022    | Laborer      | 16    | ST    | \$49.17 | \$64.75 | \$786.72   | \$78.67    |          |
| 12/7/2022    | Operator 103 | 8     | ST    | \$65.54 | \$87.54 | \$524.32   | \$52.43    |          |
| 12/7/2022    | Foreman      | 1     | OT    | \$66.68 | \$89.25 | \$89.25    | \$8.93     |          |
| 12/7/2022    | Foreman      | 8     | ST    | \$66.68 | \$89.25 | \$533.44   | \$53.34    |          |
| Sum of LABOR |              |       |       |         |         |            | \$7,763.57 | \$776.36 |

**EQUIPMENT**

| Date       | EQUIPMENT                              | EQP HRS | RATE    | EQP AMT | EQP MU  |
|------------|--|---------|---------|---------|---------|
| 11/29/2022 | Dodge 2500, Light Duty Truck-689       | 4       | \$35.67 | 142.68  | \$14.27 |
| 11/29/2022 | Kubota SVL65-2, Skid Track Loaders-14  | 6       | \$56.63 | 339.78  | \$33.98 |
| 11/29/2022 | Caterpillar 308D CR, Crawler Excavator | 8       | \$76.41 | 611.28  | \$61.13 |
| 11/29/2022 | Arrow Master HJ1250R , Pavement Bre    | 2       | \$55.77 | 111.54  | \$11.15 |
| 11/29/2022 | GMC/CHEVY 3500, Light Duty Truck-72    | 7       | \$29.12 | 203.84  | \$20.38 |

| Date             | EQUIPMENT                              | EQP HRS | RATE    | EQP AMT | EQP MU              |
|------------------|--|---------|---------|---------|---------------------|
| 11/29/2022       | GMC/CHEVY 1500, Light Duty Truck-72    | 8       | \$27.35 | 218.8   | \$21.88             |
| 12/1/2022        | GMC/CHEVY 1500, Light Duty Truck-72    | 8       | \$27.35 | 218.8   | \$21.88             |
| 12/1/2022        | Caterpillar 308D CR, Crawler Excavator | 8       | \$76.41 | 611.28  | \$61.13             |
| 12/1/2022        | Kubota SVL65-2, Skid Track Loaders-14  | 8       | \$56.63 | 453.04  | \$45.30             |
| 12/7/2022        | GMC/CHEVY 1500, Light Duty Truck-72    | 8       | \$27.35 | 218.8   | \$21.88             |
| Sum of Equipment |  |         |         |         | \$3,129.84 \$312.98 |

**MATERIAL**

| Date            | MATERIAL | MAT QTY | MAT UM | MAT UP   | MAT AMT    | MATERIAL MU |
|-----------------|----------|---------|--------|----------|------------|-------------|
| 11/29/2022      | Beaver   | 1       | EA     | \$235.00 | 235        | \$23.50     |
| 11/29/2022      | Beaver   | 5       | EA     | \$185.00 | 925        | \$92.50     |
| 12/1/2022       | Beaver   | 7       | EA     | \$185.00 | 1295       | \$129.50    |
| 12/2/2022       | Beaver   | 1       | EA     | \$185.00 | 185        | \$18.50     |
| 12/7/2022       | Mulch    | 25      | BAG    | \$5.77   | 144.25     | \$14.43     |
| Sum of MATERIAL |          |         |        |          | \$2,784.25 | \$278.43    |

**RENTED EQUIPMENT**

| Date        | RENTED EQP | RENTED EQP HRS | RENTED EQP RATE | RENT AMT | RENT MU       |
|-------------|------------|----------------|-----------------|----------|---------------|
|             | 0          | 0              | \$0.00          | \$0.00   | \$0.00        |
| Sum of RENT |            |                |                 |          | \$0.00 \$0.00 |

**SUBCONTRACTS**

| Date       | SUBCONTRACT                   | SUB QTY | SUB U/M | SUB U/P    | SUB AMT | SUB MU |
|------------|-------------------------------|---------|---------|------------|---------|--------|
| 11/29/2022 | Professional Concrete Cutting | 1       | LS      | \$400.00   | 400     |        |
| 11/29/2022 | CMG                           | 16      | HR      | \$115.00   | 1840    |        |
| 11/30/2022 | CES                           | 1       | LS      | \$2,787.50 | 2787.5  |        |
| 12/2/2022  | CMG                           | 8       | HR      | \$115.00   | 920     |        |

|                        |                    |         |         |         |            |          |
|------------------------|--------------------|---------|---------|---------|------------|----------|
| 116th & Range Line RAB | Funeral Home Drive | 21022   | 99911   | 1       |            |          |
| Date                   | SUBCONTRACT        | SUB QTY | SUB U/M | SUB U/P | SUB AMT    | SUB MU   |
| Sum of SUBCONTRACTS    |                    |         |         |         | \$5,947.50 | \$594.75 |

TOTAL COST \$19,625.16  
 TOTAL MU \$1,962.52  
 BONDS / INSURANCE \$161.91  
 TOTAL \$21,749.58 Per Unit





Beaver Gravel Corp  
 16101 River Ave  
 Noblesville, IN 46062  
 317-773-0679

|           |             |
|-----------|-------------|
| Invoice # | G 1356587   |
| Date      | 11/29/2022  |
| Page      | Page 1 of 1 |

Bill To:

Ship To:

CALUMET ASPHALT PAVING CO. INC  
 4898 FIELDSTONE DR  
 WHITESTOWN IN 46075

116TH / RANGELINE

| Ordered By  | Job Type  | Job Number  | S.O. No.                | P.O. Number | Due Date |        |             |
|-------------|-----------|-------------|-------------------------|-------------|----------|--------|-------------|
|             |           |             | 110                     | 21022       | 12/29/22 |        |             |
| Ticket #    | Truck No. | Product No. | Product Description     | UOM         | Quantity | Price  | Ext. Amount |
| 1117018     | 711       | DUMP-XL     | CLEAN FILL DUMP FEE ROL | Tons        | 1.00     | 235.00 | 235.00      |
| 5010-21022- |           |             |                         |             |          |        |             |

|  |                   |                      |           |
|--|-------------------|----------------------|-----------|
| Terms: All Accounts past due are subject to service charges at the rate of 1.5% per month. | <b>Total Tons</b> | <b>SubTotal</b>      | \$ 235.00 |
|  |                   | <b>Sales Tax</b>     | \$ 0.00   |
|  | 1.00              | <b>INVOICE TOTAL</b> | \$ 235.00 |

PLEASE REFERENCE INVOICE NUMBER WHEN MAKING PAYMENTS - THANK YOU!

**BEAVER**

Beaver Gravel Corp  
 16101 River Ave  
 Noblesville, IN 46062  
 317-773-0679

|           |             |
|-----------|-------------|
| Invoice # | G 1356688   |
| Date      | 11/30/2022  |
| Page      | Page 1 of 1 |

Bill To: \_\_\_\_\_

Ship To: \_\_\_\_\_

CALUMET ASPHALT PAVING CO. INC  
 4898 FIELDSTONE DR  
 WHITESTOWN IN 46075

RANGELINE/116TH

| Ordered By   |             | Job Type    |                         | Job Number | S.O. No.          | P.O. Number          | Due Date    |
|--|-------------|-------------|-------------------------|------------|-------------------|----------------------|-------------|
|  |             |             |                         |            | 77                | 21022                | 12/30/22    |
| Ticket #   | Truck No.   | Product No. | Product Description     | UOM        | Quantity          | Price                | Ext. Amount |
| 1117126  | 38 D-TRANSP | DUMP        | CLEAN FILL DUMP FEE (SI | Tons       | 1.00              | 185.00               | 185.00      |
| 1117145  | 25 D TRANSP | DUMP        | CLEAN FILL DUMP FEE (SI | Tons       | 1.00              | 185.00               | 185.00      |
| 1117155  | 38 D-TRANSP | DUMP        | CLEAN FILL DUMP FEE (SI | Tons       | 1.00              | 185.00               | 185.00      |
| 1117168  | 25 D TRANSP | DUMP        | CLEAN FILL DUMP FEE (SI | Tons       | 1.00              | 185.00               | 185.00      |
| 1117170  | 38 D-TRANSP | DUMP        | CLEAN FILL DUMP FEE (SI | Tons       | 1.00              | 185.00               | 185.00      |
| <i>5010-21022-99911</i>  |             |             |                         |            |                   |                      |             |
|  |             |             |                         |            | <b>Total Tons</b> | <b>SubTotal</b>      | \$ 925.00   |
|  |             |             |                         |            |                   | <b>Sales Tax</b>     | \$ 0.00     |
|  |             |             |                         |            | 5.00              | <b>INVOICE TOTAL</b> | \$ 925.00   |
| <small>Terms: All Accounts past due are subject to service charges at the rate of 1.5% per month</small> |             |             |                         |            |                   |                      |             |
| PLEASE REFERENCE INVOICE NUMBER WHEN MAKING PAYMENTS - THANK YOU!  |             |             |                         |            |                   |                      |             |



Construction Engineering Solutions, LLC  
 (CES, LLC)  
 18038 Belgium St  
 Leopold, IN 47551

# Invoice

SUB QTY  
1

| Date       | Invoice # |
|------------|-----------|
| 11/30/2022 | 2022-2013 |

|   |
|---|
| Bill To   |
| Calumet Civil Contractors, Inc.<br>invoice@calumetcivil.com |

21.28

| P.O. Number                              |                    | Terms                   | Rep   | Project                                  |                   |  |
|--|--------------------|-------------------------|---|--|-------------------|--|
|  |                    | Net 30                  |   | CS-210794_16-ENG-37 116th&RangeLineRdRAB |                   |  |
| Quantity                                 | Serviced           | Item Code               | Description   | Price Each                               | Amount            |  |
|  |                    | 2 Man Crew - Add'l Work | Office & Field services for additional curb staking requested. Through 11/26/2022 | 2,787.50                                 | 2,787.50          |  |
|  |                    |                         | Sales Tax   | 7.00%                                    | 0.00              |  |
| 5110 - 21022 - <del>11000</del><br>99911 |                    |                         |   | SLM                                      |                   |  |
| <b>Total</b>                             |                    |                         |   |  | <b>\$2,787.50</b> |  |
| E-mail                                   | billing@cesgps.com |                         | Web Site  | www.cesgps.com                           |                   |  |
| Phone #                                  | 812-843-3088       |                         |   |  |                   |  |

21  
 2  
 2  
 2



Professional Concrete Cutting & Drilling  
14124 East State Road 46  
Columbus, IN 47203  
812-546-0421  
procutting@att.net  
www.professionalconcretecutting.com

Invoice 44394



**BILL TO**  
Calumet Civil Contractors  
4898 Fieldstone Drive  
Whitestown, IN 46075

DATE  
11-23-2022

PLEASE PAY  
**\$400.00**

DUPLICATE  
11-23-2022

**ACTIVITY**

**Diesel slab sawing**  
198 lineal feet X 6" asphalt  
(6) curb plunges

**AMOUNT**

400.00

PCCD Operator #TS

Job#

PO#21022

Job Site: Medical Dr and Carmel Dr., Carmel

Foreman on Site: Eugene Harris

PLEASE INCLUDE INVOICE# WITH PAYMENT. THANK YOU!

TOTAL DUE

\$400.00

THANK YOU

5010-21022-51522



**CALUMET CIVIL CONTRACTORS, INC.**

---

## LETTER OF TRANSMITTAL

|  |                                     |
|--|-------------------------------------|
| <b>TO:</b> City of Carmel                          | <b>DATE:</b> 12/13/2022             |
| <b>PROJECT:</b> 116 <sup>th</sup> & Range Line RAB | <b>JOB:</b> 21022                   |
| <b>ATTN:</b> David Machala                         | <b>RE:</b> Change Order Request #10 |

Notes/Remarks:

Please use the pricing below to assist you in processing a Change Order as described below.

This change order consists of items for 1 MOB/DEMOB, sidewalk removal, curb removal, & restoration. All items are an estimated quantity and will be paid per unit.

| ITEM         | DESCRIPTION      | QTY | UNIT | UNIT PRICE | EXTENSION       |
|--------------|------------------|-----|------|------------|-----------------|
| 181          | MOB              | 1   | EA   | \$815      | \$815           |
| 182          | Sidewalk Removal | 160 | SY   | \$38       | \$6,080         |
| 183          | Curb Removal     | 60  | LF   | \$43       | \$2,580         |
| 184          | Restoration      | 120 | SY   | \$63       | \$7,560         |
| <b>TOTAL</b> |                  |     |      |            | <b>\$17,035</b> |

Existing Items that will be used for replacement.

| ITEM         | DESCRIPTION                 | QTY | UNIT | UNIT PRICE | EXTENSION       |
|--------------|-----------------------------|-----|------|------------|-----------------|
| 14           | Subgrade Treatment, Type II | 175 | SY   | \$16       | \$2,800         |
| 21           | Widening with PCC           | 18  | CY   | \$58       | \$1,044         |
| 24           | HMA Surface                 | 5   | TONS | \$90       | \$450           |
| 37           | Sidewalk, Concrete 4"       | 160 | SY   | \$56       | \$8,960         |
| 41           | Straight Concrete Curb      | 100 | LF   | \$24       | \$2,400         |
| 51           | Topsoil                     | 45  | CY   | \$60       | \$2,700         |
| <b>TOTAL</b> |                             |     |      |            | <b>\$18,354</b> |

*Shelbi Miller*

Shelbi Miller – Project Manager



**CALUMET CIVIL CONTRACTORS, INC.**

---

## LETTER OF TRANSMITTAL

|  |                                     |
|--|-------------------------------------|
| <b>TO:</b> City of Carmel                          | <b>DATE:</b> 4/27/2023              |
| <b>PROJECT:</b> 116 <sup>th</sup> & Range Line RAB | <b>JOB:</b> 21022                   |
| <b>ATTN:</b> David Machala                         | <b>RE:</b> Change Order Request #11 |

Notes/Remarks:

Please use the pricing below to assist you in processing a Change Order as described below.

This change order consists of additional sod at the funeral home.

| ITEM         | DESCRIPTION         | QTY | UNIT | UNIT PRICE | EXTENSION         |
|--------------|---------------------|-----|------|------------|-------------------|
| 185          | Sod At Funeral Home | 1   | LS   | \$2,082.71 | \$2,082.71        |
| <b>TOTAL</b> |                     |     |      |            | <b>\$2,082.71</b> |

*Shelbi Miller*

---

Shelbi Miller – Project Manager



**PROJECT NAME** 116th & Range Line Rd RAB     
 **T M EXPLANATION** Sod at Funeral Home     
 **CALUMET JOB NO** 21022     
 **CALUMET CODE**     
 **QTY** 1

**LABOR**

| Date         | LABOR TYPE | HOURS | ST-OT | ST RATE | OT RATE | DT RATE | LABOR AMT | LABOR MU |
|--------------|------------|-------|-------|---------|---------|---------|-----------|----------|
|              | 0          | 0     | ST    | \$0.00  | \$0.00  | \$0.00  | \$0.00    | \$0.00   |
| Sum of LABOR |            |       |       |         |         |         | \$0.00    | \$0.00   |

**EQUIPMENT**

| Date             | EQUIPMENT | EQP HRS | RATE   | EQP AMT | EQP MU |
|------------------|-----------|---------|--------|---------|--------|
|                  | 0         | 0       | \$0.00 | 0       | \$0.00 |
| Sum of Equipment |           |         |        | \$0.00  | \$0.00 |

**MATERIAL**

| Date            | MATERIAL | MAT QTY | MAT UM | MAT UP | MAT AMT | MATERIAL MU |
|-----------------|----------|---------|--------|--------|---------|-------------|
|                 |          | 0       |        | \$0.00 | 0       | \$0.00      |
| Sum of MATERIAL |          |         |        |        | \$0.00  | \$0.00      |

**RENTED EQUIPMENT**

| Date        | RENTED EQP | RENTED EQP HRS | RENTED EQP RATE | RENT AMT | RENT MU |
|-------------|------------|----------------|-----------------|----------|---------|
|             | 0          | 0              | \$0.00          | \$0.00   | \$0.00  |
| Sum of RENT |            |                |                 | \$0.00   | \$0.00  |

**SUBCONTRACTS**

| Date                | SUBCONTRACT | SUB QTY | SUB U/M | SUB U/P    | SUB AMT | SUB MU   |
|---------------------|-------------|---------|---------|------------|---------|----------|
| 4/26/2023           | Roudebush   | 1       | LS      | \$1,879.28 | 1879.28 |          |
| Sum of SUBCONTRACTS |             |         |         |            |         | \$187.93 |

TOTAL COST \$1,879.28  
 TOTAL MU \$187.93  
 BONDS / INSURANCE \$15.50  
 TOTAL UP \$2,082.71





**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 CrossRoad Engineers, P.C. (the "Professional"), as City Contract dated June 1, 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

CrossRoad Engineers, P.C.

By:

By:

James Brainard, Presiding Officer  
Date: \_\_\_\_\_

Authorized Signature

Trent E. Newport

Mary Ann Burke, Member  
Date: \_\_\_\_\_

Printed Name

President

Lori S. Watson, Member  
Date: \_\_\_\_\_

FID/TIN: \_\_\_\_\_

35-1963331

ATTEST:

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

6/16/23

Sue Wolfgang, Clerk  
Date: \_\_\_\_\_

## Exhibit A



May 22, 2023

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

RE: Fee Proposal  
2022 Bond Various Path/walk and Drainage Projects  
Carmel, Indiana

Dear Jeremy:

CrossRoad Engineers is pleased to present this Scope of Services and Fee Proposal to provide professional services associated with the construction of drainage improvements and pedestrian paths in the following locations:

1. Ditch Road Drainage improvements – south of Ridgegate Lane (500 feet)
2. Rohrer Road 6 ft walk – on west side from 146<sup>th</sup> St to north of Oscar Lane (1700 feet)
3. Autumnwood Drive crossing for Old 146<sup>th</sup> Street to path connection
4. Main Street Path – on north side from Grand Blvd to Old Meridian St (1400 feet)
5. Shelboure Road Path – on west side from 126<sup>th</sup> St north to Ashmoor path (1100 feet)
6. Main Street Path – on north side from Lexington to Bexhill Drive (1000 feet)
7. Main Street Path – on south side from east of Harrison Drive to school installed path (450 feet)
8. 22 mid block crossings – curb ramp installations only with locations and construction exhibits to be provided by City staff  
East Main Path – 2 path sections near Cherry Tree Road designed and plans provided by SJCA

The following Scope of Services is designed to assist you in the development of each of the above listed projects:

### A. TOPOGRAPHIC SURVEY/FIELD CHECKS

CrossRoad Engineers will perform the field work and office work necessary to complete either a design level Topographic Survey or a Field Check for each site listed above. Included in a Topographic Survey (items 1 and 2) will be information such as one foot contouring, existing street elevations, existing sanitary and storm structures, and verification of existing utilities. This survey will also all research, office work, and field work necessary to re-establish the existing Right-of-Way throughout the length of the project. For the Field Checks (items 3 thru 7), it will involve verification of existing utilities and adding those plus any other pertinent information to an aerial exhibit. Right of way lines will not be established in the field but instead we will rely on GIS from the aerals. No elevations will be surveyed for the Field Checks.



B. PRELIMINARY PHASE

After utilities are marked and a field investigation is completed, we will prepare a preliminary layout that will identify the existing site amenities and will identify proposed project features such as the proposed sidewalk/path, drainage structure improvements, etc. in order to determine which side of the road should be utilized and if it should be a walk or path or combination thereof. Once the layout has been completed, we will meet with you to discuss and make any necessary adjustments. This plan will then be used to complete the design of the project.

C. CULVERT HYDRAULIC ANALYSIS AND REPORT

This effort will include performing a hydraulic analysis of the existing conditions of the Spring Mill Run culvert under Ditch Road just south of 106<sup>th</sup> Street. Hydraulic modeling will be performed utilizing HEC-RAS software to analyze the size of the existing culvert. Sufficient survey data, such as cross section information and existing structure details, that will be needed for the modeling will be obtained during the Topographic Survey effort described above. The report will be submitted to the City Engineer for review. If the City desires to replace the culvert upon that review, then we will provide a separate proposal for design and permitting for an appropriate size replacement culvert in this location.

D. DESIGN & CONSTRUCTION DRAWINGS

For items 1 and 2, we will design all of the elements of the development necessary to insure the workability of:

- Sidewalk/Path, ramps, crosswalks
- Storm structures as necessary
- Drainage and grading

Construction drawings will be prepared in accordance with all state and local laws and ordinances and will include the following:

- Storm structures & drainage
- Grading for path installation
- Details for Path Construction
- Erosion control plans
- Maintenance of Traffic Details

For items 3 thru 7, our design will consist of plan view only drawings over GIS aerials. We will design and label all improvements and all field checked existing utilities, but we will not provide any grading design. Instead, the elevations and grading for these projects will be coordinated during construction with the contractor as a "design-build" scenario.

E. UTILITY COORDINATION

Coordination with representatives from each of the utility companies having facilities within the project area will be included in this task. CrossRoad Engineers will communicate any relocation of facilities that may be needed and then review the relocation plans that the utility companies prepare. We will review any reimbursable claims by the utility companies and coordinate as necessary. This task does not include work associated with field locating the vertical depth of any utilities ("potholing"). This work will be in general accordance with INDOT policy and procedures currently in effect.

F. REGULATORY SUBMITTALS & BIDDING PHASE

We will prepare the necessary applications for submittal and review and/or approval of the construction plans prepared as part of this agreement. This task will include the necessary administration services for preparing the submittals as well as time associated with the coordination efforts with the local regulatory agencies. This work will also include the services necessary to facilitate bidding of the projects. It is intended that items 3 thru 8 will be bundled into one bid and may also include other projects bundled with these (from other designers).

G. CONSTRUCTION INSPECTION & AS-BUILT PLANS

Once design is complete, CrossRoad Engineers will perform construction inspection and as-built plans on an hourly basis for these projects. This work will include all office work and field work to complete the construction and final record drawings of the project. For items 1 and 2 as well as for plans provided by other designers, the inspection scope will follow typical part-time inspection services. This will include managing all pre-construction meetings and activities, project meetings during construction, pay estimates, and also part-time field observation. For items 3 thru 8, our scope of services will include all of these items but will also include additional field time and contractor coordination for the "design-build" aspect of these projects.

H. METHOD FOR PAYMENT OF ENGINEERING FEES

During the course of this work, progress invoices will be prepared for the portions of the work done to date based on the Fee Schedule included with this document. Prior to preparing these invoices, we will contact you to discuss the amount of work that is complete and, therefore, the dollar amount that each invoice will be. These invoices will be submitted by the 5<sup>th</sup> of each month and will become due by the 30<sup>th</sup> of that same month. Invoices not paid within 30 days after submission to you will accrue interest at a rate of 1.5% per month.

I. UNDERSTANDINGS

For additional services not covered herein, the work will be performed as authorized by you at a mutually agreed upon rate.

Items not included are acquisition of building permits, sanitary sewer connection permits, regulatory fees to accompany permit applications, and permits normally obtained by the contractor(s). Payment for these items will not be the responsibility of CrossRoad Engineers.

We are ready to begin and appreciate your allowing CrossRoad Engineers to work on this project for you. If you have any questions, please call me at 780-1555 ext. 114.

Sincerely,

CrossRoad Engineers, PC

A handwritten signature in black ink, appearing to read "Trent E. Newport", written over a horizontal line.

Trent E. Newport, P. E., L. S.  
President

## FEE SCHEDULE

The total fee is divided into the following work components for billing purposes:

| PROJECT NAME  | TOPO SURVEY OR FIELD CHECK (LS) | PRELIM PHASE (LS) | HYDRAULIC ANALYSIS (LS) | DESIGN (LS) | UTILITY COORD (LS) | REG SUB & BIDDING (LS) | CONST INSPECTION (HR) | TOTAL COST PER PROJECT |
|---|---------------------------------|-------------------|-------------------------|-------------|--------------------|------------------------|-----------------------|------------------------|
| 1. Ditch Rd Drainage                                | \$4500                          | \$2000            | \$10,500                | \$12,500    | \$2500             | \$5000                 | \$17,500              | \$54,500               |
| 2. Rohrer Road walk                                 | \$6500                          | \$2500            | N/A                     | \$15,500    | \$3500             | \$5000                 | \$17,500              | \$50,500               |
| 3. Autumnwood Dr                                    | \$2000                          | \$1500            | N/A                     | \$3500      | \$2000             | \$1500                 | \$17,500              | \$28,000               |
| 4. Main Street Path                                 | \$2500                          | \$2000            | N/A                     | \$5000      | \$2500             | \$1500                 | \$17,500              | \$31,000               |
| 5. Shelbourne Rd Path                               | \$2500                          | \$2000            | N/A                     | \$5000      | \$2500             | \$1500                 | \$17,500              | \$31,000               |
| 6. Main Street Path                                 | \$2500                          | \$2000            | N/A                     | \$5000      | \$2500             | \$1500                 | \$17,500              | \$31,000               |
| 7. Main Street Path                                 | \$2000                          | \$1500            | N/A                     | \$3500      | \$2000             | \$1500                 | \$17,500              | \$28,000               |
| 8. 22 mid block crossings & other designer projects | N/A                             | N/A               | N/A                     | N/A         | \$5000             | \$2500                 | \$17,500              | \$25,000               |
| <b>OVERALL TOTAL COST</b>                           |                                 |                   |                         |             |                    |                        |                       | <b>\$279,000</b>       |

(LS) = lump sum fee  
(HR) = hourly fee



# HOURLY BILLING RATES

## PERSONNEL CLASSIFICATION

## HOURLY RATE

### DESIGN

|                            |    |        |
|----------------------------|----|--------|
| Director                   | \$ | 165.00 |
| Senior Project Manager     |    | 145.00 |
| Project Manager            |    | 130.00 |
| Project Engineer           |    | 115.00 |
| Assistant Project Engineer |    | 100.00 |
| CADD Manager               |    | 115.00 |
| CADD Technician            |    | 100.00 |
| Assistant CADD Technician  |    | 85.00  |
| R/W Manager                |    | 160.00 |
| R/W Appraiser              |    | 160.00 |
| R/W Buyer                  |    | 160.00 |

### INSPECTION

|                                      |    |        |
|--------------------------------------|----|--------|
| Director                             | \$ | 165.00 |
| Resident Project Representative      |    | 130.00 |
| Asst Resident Project Representative |    | 120.00 |
| Project Inspector                    |    | 115.00 |
| Assistant Project Inspector          |    | 90.00  |

### SURVEY

|                          |    |        |
|--------------------------|----|--------|
| Survey Manager           | \$ | 135.00 |
| Assistant Survey Manager |    | 115.00 |
| Survey Crew - 1 Person   |    | 120.00 |
| Crew Chief               |    | 100.00 |
| Field Person             |    | 80.00  |
| Researcher               |    | 90.00  |
| Survey Technician        |    | 100.00 |

### MISCELLANEOUS

|                    |                  |
|--------------------|------------------|
| Mileage (per mile) | Current IRS Rate |
| Other Direct Costs | at cost +15%     |

Rates Effective through December 2023

# CROSSROAD ENGINEERS, PC

115 N. 17<sup>th</sup> AVE, BEECH GROVE, IN 46107 // 317.780.1555 // CROSSROADENGINEERS.COM

# 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

**109820**

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   |
|---------------------|---------------|----------------|-----------|---|
| 6/16/2023           |               |                | 068025    | ASA 9 against Professional Services Contract Dated 6/1/22 |

|  |   |
|--|---|
| <b>CROSSROAD ENGINEERS, PC</b><br>VENDOR 115 N 17TH AVE<br>BEECH GROVE, IN 46107 - | <b>City Engineering's Office</b><br>SHIP TO 1 Civic Square<br>Carmel, IN 46032-<br>Laurie Slick |
|--|---|

| PURCHASE ID | BLANKET         | CONTRACT    | PAYMENT TERMS | FREIGHT   |
|-------------|-----------------|-------------|---------------|-----------|
| 78474       |                 |             |               |           |
| QUANTITY    | UNIT OF MEASURE | DESCRIPTION | UNIT PRICE    | EXTENSION |

Department: 2200 Fund: 0 2022 Bond

Account: 44-628.71

|        |  |              |              |
|--------|--|--------------|--------------|
| 1 Each | ASA 9- 22-ENG-13 - 2022 Bond Various Path Projects -<br>design/bid/construction inspection | \$279,000.00 | \$279,000.00 |
|        |  | Sub Total    | \$279,000.00 |



Send Invoice To:

Jill Newport  
CrossRoad Engineers, PC  
115 N. 17<sup>th</sup> 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 1945 AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

**PAYMENT**

**\$279,000.00**

\*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

Jeremy Kashman  
Director

TITLE

James Crider  
Director of Administration

CONTROL NO. **109820**

CONTROLLER



**RESOLUTION NO. BPW 07-05-23-01**

**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: \_\_\_\_\_

**APPROVED**  
By Jon Oberlander at 3:38 pm, Jun 15, 2023

## 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 the Archer Company, LLC (hereinafter "Professional").

### RECITALS

WHEREAS, the 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 1201 4340400 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 Twenty Seven Thousand Five Hundred Dollars (\$27,500.00) (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)<br>Bodily Injury, personal injury, property damage,<br>Contractual liability, product/completed operations |   |
|    | Each Occurrence Limit  | \$1,000,000.00  |
|    | Damage to Rented Premises  | \$100,000.00<br>(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  
Department of Human Resources  
One Civic Square  
Carmel, Indiana 46032  
ATTENTION: Lisa Hartz

Office of Corporation Counsel  
One Civic Square  
Carmel, Indiana 46032  
Attn: Jon Oberlander

**PROFESSIONAL:**

The Archer Company, LLC  
7652 Sawmill Road #295  
Dublin, Ohio 43016  
ATTENTION: Jim Battigaglia

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.



The Archer Company, LLC  
Human Resources Department - 2023  
Appropriation # 1201 4340400 P.O.#109760  
Contract Not To Exceed \$27,500.00

**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

THE ARCHER COMPANY, LLC

BY:

James Brainard  
James Brainard, Presiding Officer  
Date: 6-15-2023

\_\_\_\_\_  
Mary Ann Burke, Member  
Date: \_\_\_\_\_

\_\_\_\_\_  
Lori S. Watson, Member  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sue Wolfgang, Clerk  
Date: \_\_\_\_\_

BY:

James V. Battagaglia  
Authorized Signature  
Printed Name: James V. Battagaglia  
Title: Director  
Date: May 30, 2023

# **SALARY SURVEY AND COMPENSATION PLAN UPDATE STUDY**

*for*



**City of Carmel, Indiana**

**April 28, 2023**



**Primary contact for this proposal:**

James Battigaglia, Director

7652 Sawmill Road #295

Dublin, Ohio 43016

[jimbattigaglia@archercompany.com](mailto:jimbattigaglia@archercompany.com)

**EXHIBIT**

**A**



April 28, 2023

Ms. Lisa Hartz, Director of Human Resources  
City of Carmel  
1 Civic Square  
Carmel, Indiana 46032

Dear Ms. Hartz:

The Archer Company is pleased to present its proposal to provide consulting services to the City of Carmel, Indiana. We believe our proposed scope of services will meet the requirements of the City's needs.

The Archer Company specializes in providing professional consulting services almost exclusively for the public sector. Our extensive national experience in public sector human resource systems and governmental management consulting places us in a unique position to provide analysis and make recommendations for the County's pay plan. We understand the scope of the project covers approximately 155 current job titles.

We would also stress the following about the Archer Company's qualifications for this project:

- The Archer Company has completed over 1,500 classification and compensation studies in cities, counties and other public sector jurisdictions in thirty-six states.
- Our approach, methodologies and recommendations are geared toward the unique aspects of the public sector organization.
- The Archer Company utilizes a copyrighted, cloud-based survey platform which is very user friendly, aids in the quick compilation and analysis of all market data and has resulted in a significant increase in participation rates for our custom salary and benefit survey projects.
- The Archer Matrix-Point-Factor Evaluation System and other Archer Company human resource management products and systems have won national awards from SHRM and other organizations.

The Archer Company developed the City's current classification plan. We have conducted salary surveys and updated the City's classification plan in the past. The City is requesting the Archer Company to conduct another salary survey and update its classification plan.



---

The Archer Company has the capacity to conduct this study and will be committed to the City throughout all phases of the project. We can complete the project within the proposed time schedule and have provided a detailed work plan. We can also discuss project schedule alternatives.

Thank you for your consideration of our proposal. I welcome the opportunity to discuss this proposal and the many ways the Archer Company can assist you to provide effective human resources management. Please feel free to call me at (614) 891-7034.

Sincerely,

A handwritten signature in cursive script that reads "Jim Battigaglia".

James Battigaglia, CCP  
Director  
The Archer Company  
1905 Oak Park Rd  
Rock Hill, South Carolina 29730  
jimbattigaglia@archercompany.com





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## SECTION 1. EXECUTIVE SUMMARY

### STATEMENT OF UNDERSTANDING:

The City of Carmel, Indiana (i.e. the Client) desires to hire a qualified consultant to update its classification and compensation plan. The study should review the current job classifications, pay grades, and method of compensation and make recommendations to ensure that the pay plan can competitively recruit new employees, retain a high-performing workforce, and motivate employee work performance.

### GOALS & OBJECTIVES:

The study includes approximately 155 job titles. It is the desire of the Client that the recommendations should:

1. Update the classification plan that reflects the Client's overall classification and compensation strategy;
2. Recognize necessary changes to ensure compensation for job duties with a similar level of complexity, responsibility, knowledge, skills and abilities are properly classified and to provide salaries commensurate with the assigned duties; and
3. Recommend pay plan implementation scenarios.

It is important that any system developed during this process must be perceived as fair and balanced by the employees represented in the plan. A well-designed pay plan will achieve a careful balance between internal equity (fairness) and external equity (competitiveness). The study should be done in accordance with generally accepted compensation methods and applicable federal and state laws, utilizing accepted practices in the management and design of compensation systems. Finally, the system must be relatively easy to manage and maintain by the Client and capable of accommodating organizational changes and growth.

The Archer Company developed the City's current classification and compensation plan. We last conducted a salary survey for the City in 2016. We also assist the City to maintain the classification and compensation plan by evaluating jobs, as requested.

The City's original objectives for the classification and compensation study included the following:

- Conduct a classification analysis for all non-bargaining positions.
- Conduct a salary survey.
- Develop a revised classification and pay structure.
- Recommend pay plan implementation scenarios.





To achieve the City's objective's, the Archer Company performed the following project tasks:

- (1) Conducted a thorough analysis of the City's non-bargaining positions to identify and redefine job classifications as necessary to reflect current operations and work assignments within the City;
- (2) Evaluated all non-bargaining classifications using a job evaluation system to establish a job worth hierarchy that ranks classifications internally;
- (3) Conducted a salary survey analysis to assess the competitiveness of the City's salaries in the market and to align the new pay plan with the competitive market;
- (4) Developed a pay plan that accommodates the findings and balances internal equity with market considerations; and,
- (5) Provided a pay plan implementation scenario.

The Archer Company will ensure that the Client receives a high level of customer service from and the full attention of the Archer Company. This project will be organized as a strategic partnership between the Archer Company and the Management and Human Resources staff. The Archer Company expects to work closely with Human Resources in order to ensure the success and long-term viability of the pay plan and to facilitate the implementation of our recommendations. We will draw from our extensive experience working with local governments in order to provide management with an objective, unbiased assessment of the competitiveness in the market.

The Archer Company understands that this project is of significant importance. All recommendations made during the study must be supported by objective analysis (data driven rationale) and valid methodologies in order to promote the credibility of the findings to both management and employees. While the Archer Company utilizes a system and methodology proven to provide reliable and objective findings to develop recommendations, our methods and report formats may be customized to meet your specific needs. We also understand that communication, perception and buy-in will play a key role in whether the plan will meet with success in this project.

## SECTION 2. STUDY METHODOLOGY

### SCOPE OF WORK

Based on our understanding of the Client's compensation needs, the Archer Company is pleased to offer the following project plan to accomplish these objectives. The methodology utilized by the Archer Company is consistent with the methodology employed successfully in all of our engagements of this nature nationally and is supported by our proprietary job evaluation system. This project is conceived as a multi-task effort—while it is necessary to conduct the phases in the





general order presented, there may be overlap in the time frame for each task. All project tasks and deliverables will be scheduled so as to allow for timely completion.

1. **Project Planning & Kick-off:** Discussions are held with the Client's project team to discuss expectations, gather information, and plan project implementation. The Archer Company will work with the Client Management and Human Resources staff to obtain clarification regarding the Client's organizational structure, compensation concerns, expectations of study results, and other relevant matters. During this time, we will seek to solidify our understanding of the Client's compensation philosophy and solidify the project timeline. This meeting may be conducted via social media. The following tasks are expected to take place as part of the kick-off process:
  - **Project Plan & Progress Reports:** The Archer Company will develop a specific project plan for the Client that outlines every task to be completed and due dates for key milestones and deliverables. We will submit periodic progress reports to Management throughout the study to apprise management of any issues that arise during the course of the study; the Archer Company will meet with the project team as appropriate during strategic points of the study.
  - **Review the Current System:** The Archer Company will assess the Client's current pay plan and compensation systems in order to determine both the strengths and weaknesses of the system. This assessment will help to shape our recommendations for improving the pay plan. We will submit a list of information requested from the Client to facilitate our review of the pay plan.
  - **Meetings with Executive Management:** The Archer Company will conduct meetings with the Client Manager, Human Resources staff. The purpose of these meetings will be to discuss concerns and objectives regarding the current classification and compensation system, methodology to be utilized in the study (e.g. job analysis, job evaluation, salary survey, etc.), compensation philosophy and expectations. These meetings may be conducted via social media.
2. **Job Analysis, Classification, & Evaluation:** The Archer Company will establish internal equity in the pay plan by reviewing classification assignments, and potentially evaluating classifications. The analysis will utilize *Comprehensive Position Questionnaires* completed by employees, the input provided by the departments in the packets, and information compiled from discussions with the project team and management. The purpose of the review is to ensure that positions are properly classified and the job evaluations for each classification (and therefore the pay grades) are consistent with the work performed. This process becomes the foundation of the pay plan's principle of internal equity. These meetings may be conducted via social media.





- **Classification of Positions:** Classifications will be carefully reviewed and analyzed against the information captured in the job analyses; the Archer Company will make recommendations to add, delete, consolidate, or revise classifications as appropriate to ensure that they reflect current operations and position assignments throughout the Client and to eliminate duplication of titles as appropriate.
  - It will be particularly important to ensure that classifications are utilized consistently across positions in both organizations.
- **Job Evaluation:** Because the importance of internal equity in an organization's pay plan cannot be underestimated—especially for local governments that are under constant scrutiny, the Archer Company recommends the use of a valid and reliable quantitative job evaluation system to objectively measure and determine the relative worth of each classification to the organization. The Archer Company utilizes the *Archer Matrix Point-Factor Job Evaluation System* as our primary method to objectively measure and determine the relative worth of each classification to the organization. We will work with Management and Human Resources to ensure that the methodology utilized provides a good fit with the Client's objectives.

The Archer Job Evaluation System is a point-factor evaluation matrix that provides a state-of-the-art methodology to measure the relative value of the Client's classifications and validity in the pay plan's internal equity; it has tested positive against four different measures of validity and has proven to be effective for almost three decades of direct application to local government. An overview of the factors utilized by the Archer System is provided in the Methodology section; however, classifications will be aligned within a job-worth hierarchy and placed into pay grades based on the criteria listed below:

- (1) The degree of critical impact on departmental/Client operations
  - (2) Amount of discretion and judgment exercised by the position
  - (3) Organizational responsibilities (span of control, etc.)
  - (4) Job categories (clerical/administrative, skilled/technical, professional, supervisory/management etc.)
  - (5) Knowledge, skills, abilities, and competencies required of the classification
  - (6) Minimum qualifications for the class (balance between education and experience with accommodations for professional licenses and certifications)
  - (7) The degree of physical effort and personal risk inherent in the job
- The design of the pay grade structure will reflect the desired approach to classification and overall compensation.
  - The City currently uses our job evaluation system to maintain its internal equity of jobs.





- **Review of Pay Plan Structure:** The review of internal equity will include a review of the Client's classification structure (e.g. the breadth of the scope of assigned duties, number of classifications, title schematics) and the proposed pay plan structure (number of pay grades, width of ranges, etc.) to ensure that they support and facilitate the Client's compensation philosophy and operations.
  - The Archer Company will pay particular attention to critical, or problem classification areas identified by the Client:
  - The Archer Company will present draft reports detailing our preliminary analysis of internal equity to Client Management, Human Resources, key management, and the project team, to include the evaluation of classifications and the classification of positions. All feedback and concerns will be carefully reviewed and addressed prior to finalization of the pay plan recommendations.
- 3. **Salary and Benefits Survey and Analysis:** The Archer Company will collect and compile salary data and analyze the results in order to assess the impact of the Client's competitive market on the pay plan. To the extent possible, we will also solicit information regarding general compensation and pay plan administration practices to aide our analysis. The Archer Company will ask the Client to approve the list of benchmarks and targeted survey participants prior to survey development. Data collected in the surveys may be supplemented by data from published sources where necessary and appropriate. The data collected will be compiled and submitted to the Client in a comprehensive, easy to read report.
  - A list of organizations to be included in the survey will be identified and submitted to the Client for input and approval. The Client will be asked to approve the final lists of targeted survey participants. Jurisdictions with the following characteristics are typically surveyed: (1) organizations with which the Client competes for employees; (2) organizations which are recognized as important, or influential, in the local marketplace; (3) organizations which are within proximity to the Client's competitive market (i.e. the same geographic region); and/or (4) organizations with similar population, demographics, and scope of services.
  - The Archer Company will work with Management and Human Resources to identify the list of benchmark classifications that will be included in the survey; the Client will be asked to approve the final lists of benchmarks. Benchmark positions are generally selected to represent the continuum of the Client's classifications, focusing on: (1) positions which are widely recognized as possessing similar job content in most organizations; (2) positions which represent a substantial number of employees as well as the various job families; (3) classification families that are considered to be core functions that serve to anchor the pay plan; (4) positions for which the Client may have



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had difficulty recruiting and retaining a qualified work force; and/or (5) positions which represent the full array spectrum of salary grades and ranges in the pay plan (including executive and various administrative classifications).

- The Archer Company will construct a customized survey designed to collect the data requested by the Client. The Archer Company uses Momentive to optimize the collection of the data while minimizing the burden to participating jurisdictions. Our surveys typically include sections regarding base and supplemental pay, major benefits, pay practices, and any supplemental questions the Archer Company or the Client feels would be beneficial to the Client.
  - A draft of the survey document will be submitted to the Human Resources staff for review, and appropriate revisions will be made before the survey is initiated. The Human Resources staff will be asked to approve the final survey document.
  - The Archer Company will identify and compile the contact information for the targeted organizations. Each organization will be contacted by phone to invite their participation prior to distribution of the survey.
  - The survey will be developed as an electronic form to facilitate completion by the targeted organizations.
  - The Archer Company will contact each participant after the survey has been distributed and provide any follow-up assistance participants may need to complete the survey.
  - The Archer Company will make every reasonable effort to solicit and encourage the participation of the targeted agencies; however, we may ask Client personnel to follow-up with any personal contacts that may help influence participation.
  - The following organizations were surveyed in our last study:
    - City of Alpharetta, Georgia
    - City of Cary, North Carolina
    - City of Dublin, Ohio
    - City of Edin Prairie, Minnesota
    - City of Fishers, Indiana
    - City of Franklin, Tennessee
    - City of Germantown, Tennessee
    - City of Highlands Ranch, Colorado





- City of Maple Grove, Minnesota
  - City of Naperville, Illinois
  - City of Woodbury, Minnesota
- 
- The Archer Company will carefully analyze the results in order to assess the Client's position relative to the competitive labor market within which it competes. All data collected will be compiled, tabulated, and edited as appropriate to ensure the accuracy and consistency of match with the selected benchmarks. Salary data gathered is carefully analyzed to ensure a high level of validity in our findings.
  - The Archer Company will contact participants directly to clarify their responses and to solicit additional information as necessary to ensure that appropriate comparisons made. Significant differences between the job functions for similarly titled positions will be identified and factored into our analysis.
4. **Design & Development of the Pay Plan:** The Archer Company will incorporate our findings from the review of internal equity with the data collected in the market analysis in order to provide recommendations for the Client's pay plan.
- The Archer Company utilizes mathematical regression analysis to integrate the relative worth of classifications (job evaluation points) with the competitive worth of each classification in the competitive labor market (market rates).
  - The regression analysis produces a pay schedule (a list of pay grades and their respective salary ranges) that can be structured and customized to reflect the organization's compensation philosophy. Thus, the new or revised pay plan will be designed to meet both internal equity and competitive needs.
  - The recommended pay plan will reflect the cooperative result of organizational discretion paired with the professional guidance and facilitation of the consultant.
  - The recommended pay plan will be designed to reflect and incorporate the Client's compensation philosophy.
  - Job analysis and evaluation is used to establish the appropriate internal relationship between benchmark classifications and the remaining classifications in order to tie non-benchmark classifications to the plan. Using an open classification structure, classifications can be easily revised, or new classifications added as needed to accommodate organizational change.





5. **Implementation & Administration:** The Archer Company will work with Client Management and Human Resources to recommend strategies for implementing the updated pay plan (i.e. transitioning employees to the new pay plan), to include calculation of pay plan implementation costs associated with the update if appropriate. Implementation costs can be calculated using standard methodologies or customized to meet specific needs of the Client; costs can be spread over multiple years if necessary. Emphasis is typically placed on resolving existing pay issues in the most fair and equitable manner, taking into consideration financial constraints and the Client's compensation philosophy.

The Archer Company will review and make recommendations regarding the Client's current pay plan and practices.

6. **Preparation & Presentation of Reports (Draft and Final):** The Archer Company will compile our findings and recommendations into a report showing a summary and analysis of the results, along with the average raw data collected. The report will also include a discussion of any recommendations resulting from our findings. The Archer Company will provide draft reports detailing our findings and discuss the preliminary results with the Client's project team. All feedback from management will be carefully considered and appropriate changes will be made prior to submitting the report in final form.

- The Archer Company will present our findings to the Client's project team, and all reports will be available in electronic files.

All documentation and manuals will be provided to the Client. The final report will be submitted to the Client in both paper and electronic format compatible with popular spreadsheet and word processing program. As a standard practice, the Archer Company provides copies of the survey results to all participants.

7. **Pay Plan Maintenance:** The Archer Company will provide one year of free pay plan maintenance.

## PROJECT TASKS

Following are specific tasks necessary to complete the classification and compensation study.

### TASK 1: Project Planning

- 1.1 We will meet with the Management and Human Resources to facilitate project planning, discuss expectations, and explain the methodology. Project time frames will be finalized. We will request documentation



regarding the current pay plan, operations, and pay administration policies.

- 1.2 These meetings may be conducted via social media.

## **TASK 2: Conduct Job Evaluation**

- 2.1 The Archer Company will review the ranking of classifications.
- 2.2 This proposal includes five job evaluations. All other job evaluations will have fee of \$200 each evaluation.
- 2.3 We will respond to any concerns of the Client regarding the job evaluation results.
- 2.4 Based on the questionnaires and job evaluations, we will update the classification plan.

## **TASK 3: Conduct Salary and Benefits Survey**

- 3.1 The Archer Company and the Client will define the target labor market, benchmark jobs, and fringe benefits for the salary and benefits survey.
- 3.2 We will develop a salary survey instrument. The survey will request information about, organization size, compensation practices, pay ranges, pay structure and fringe benefits. We will submit the survey instrument to the Client for review.
- 3.3 We will identify and compile the contact information for the targeted organizations and distribute the electronic survey instrument to participating organizations.
- 3.4 We will compile and analyze salary data for benchmark classifications and fringe benefits; the analysis will include common statistical indicators (e.g. mean, 75<sup>th</sup> percentile, etc.) and comparisons to the Client's current pay ranges. If desired, private sector data will be culled from reputable published sources.
- 3.5 We will submit the analysis of the salary and benefits survey data to the Client for review and comment.

## **TASK 4: Develop the Pay Plan**





- 4.1 We will integrate internal equity (job evaluation data) and external competitiveness (mean labor market rates) for the benchmark jobs via linear regression analysis to determine the appropriate pay line for the Client. Pay Ranges (the minimum, midpoint, and maximum salaries) for each pay grade will be calculated from the pay line.
- 4.2 We will work with the Client to develop the number of pay grades and the pay range structure.
- 4.3 We will assign the appropriate pay grade and pay range to each classification.
- 4.4 We will submit the internal listing of jobs and pay grades for review.

**TASK 5: Recommend Implementation Plan**

- 5.1 We will collect the City's current payroll. We will assign each employee to a job title, pay grade and salary range.
- 5.2 The Archer Company will work with the Client to develop the most appropriate strategy for implementing the recommended pay plan within the Client's financial constraints.

**TASK 6: Present Draft and Final Reports and Recommendations**

- 6.1 We will submit a recommended pay plan draft report to the Client. The draft report will include the new pay table, alphabetical listing of jobs, grade order listing of jobs, and an installation schedule with implementation costs by department and employee. We will also submit fringe benefits information with a comparison to the City's benefits.
- 6.2 The Client will review and comment on the draft report.
- 6.3 We will submit and present final reports and recommendations.

**TASK 7: Pay Plan Maintenance**

- 7.1 We will provide one year of pay plan maintenance.



### **Proposed Project Schedule**

The project timeline will be finalized during the initial meetings with management, and individual tasks will be scheduled as appropriate to complete the study within the agreed upon timeframe. We can revise this schedule.

The major components of this study would occur within the following time frames:

| <b>Project Task</b>  |  | <b>Month / Week</b> |
|--|--|---------------------|
| <b>Planning &amp; Kickoff</b>                              |  |                     |
| <b>Planning Meetings</b>                                   |  | Month 1             |
| Conduct initial management meeting                         |  | Month 1             |
| Submit a list of requested needed information              |  | Month 1             |
| <b>Review Job Analysis</b>                                 |  |                     |
| Review current classification plan                         |  | Month 1             |
| Identify classifications to be reviewed                    |  | Month 1             |
| <b>Evaluate classifications</b>                            |  |                     |
| Evaluate selected classifications                          |  | Month 2             |
| Confirm pay grade structure with Client                    |  | Month 2             |
| <b>Submit internal equity to the Client</b>                |  | Month 2             |
| <b>Salary &amp; Benefits Survey</b>                        |  |                     |
| Identify & approve benchmark positions                     |  | Month 1             |
| Define & approve targeted labor market                     |  | Month 1             |
| Identify Benefits for survey                               |  | Month 1             |
| Construct customized salary survey                         |  | Month 1             |
| Conduct salary survey                                      |  | Months 1-2          |
| Analyze salary & benefits data                             |  | Months 2-3          |
| <b>Submit initial salary &amp; benefits</b>                |  | Month 3             |
| Client reviews & responds to salary survey data            |  | Month 3             |
| <b>Develop the Pay Plan</b>                                |  |                     |
| Design pay plan structure                                  |  | Month 3             |
| Integrate internal & external equity (regression analysis) |  | Month 3             |
| <b>Submit draft pay plan to the Client</b>                 |  | Month 3             |
| <b>Determine pay plan implementation scenarios</b>         |  | Months 3            |
| <b>Submit draft reports to the Client</b>                  |  | Month 3             |
| Client reviews draft reports                               |  |                     |
| <b>Submit final reports</b>                                |  | Months 3            |
| Archer presents findings to Client                         |  | Months 3            |







## SECTION 3. ORGANIZATIONAL QUALIFICATIONS

**About Our Company:** *The Archer Company is a leading human resource consulting firm specializing in the development and implementation of compensation and classification systems for local government and public sector organizations.* We have extensive experience and expertise in the areas of job analysis and evaluation, development of classification structures, salary and benefits surveys, market analysis, and job documentation. The Archer Company also specializes in performance management, pay-for-performance programs, skills-based / competency-based pay, career ladders, personnel policies and procedures, and other elements of total compensation. Finally, the Archer Company has considerable experience in management studies, organizational reviews, analysis of operations and staffing, process improvement, training and development, and employee surveys and communication.

The Archer Company, LLC is the flagship of a long-established consulting practice that began on the east coast, over thirty-five years ago and soon spread through nationwide marketing and distribution efforts. Our company was established for the sole purpose of providing Federal, State and Local Governments with award-winning, valid and reliable human resource management systems. We are proud of our successes, which have led to a long list of satisfied clients. The Archer Company has been a profitable company in all the years of its existence, which is a testament to the high quality of services we provide and repeat client loyalty.

The Archer Company is a limited liability company wholly owned (100%) by its principals. With headquarters in Rock Hill, South Carolina (a suburb of Charlotte, North Carolina), we have offices in Asheville, (North Carolina), Atlanta (Georgia), and Columbus (Ohio), with additional staff in California, Nebraska and Virginia.

**Corporate Address:** 1905 Oak Park Road, Rock Hill SC 29730

The Archer Company is registered as a Foreign Limited Liability Company in the State of Georgia

**Certificate of Authority:** Control Number 07072852; Issued 8/15/2007; Status: Active/Compliance

**Primary Contact:** Jim Battigaglia, Director  
Office (614) 891-7034; [jimbattigaglia@archercompany.com](mailto:jimbattigaglia@archercompany.com)

**Classification & Compensation Experience:** Since our inception, the Archer Company has performed more than one thousand, five hundred (1,500) classification and compensation studies for union and non-union cities, counties, utilities, airports, school districts, housing





authorities, colleges, other public agencies, and private organizations in more than thirty-five states. Our clients' range in size from five to over fifteen-thousand employees. Project budgets in the past five years have ranged from less than \$10,000 to \$475,000. Our clients utilize our expertise to review and audit their systems, design and development classification and compensation systems (pay plans, performance management, etc.), and/or obtain guidance when navigating unique compensation issues. These clients have contracted for the Archer Company to address innovative, yet practical, compensation methodologies and to develop systems and policies that overcome the problems, or limitations, of traditional compensation systems.

**About Our Professionals:** It takes experience to maintain the high level of service and to provide the results offered by the Archer Company. We utilize industry best practices in organization design, provided by Client service professionals who have actually worked as local government managers and who, as a result of their experience, understand the practical implications of organizational change. We understand the public sector environment, its issues and concerns, the requirements of government leaders, and how to develop an equitable, defensible classification and compensation plan. Our professionals have the ability to communicate and interact with employees at all levels of the organization, including Elected Officials, management, professionals, technicians, laborers, and public safety personnel. Team members have extensive knowledge and understanding of the various areas of local government. Thus, we are uniquely qualified and staffed to complete all of the tasks associated with a public-sector engagement.

**About Our Systems:** The Archer Company utilizes a number of proprietary products in its classification and compensation work. They include the Archer Comprehensive Position Questionnaire, the Archer Matrix-Point-Factor Job Evaluation System, the Archer Multi-Dimensional Performance Appraisal System, and the Archer Quality of Work Life Survey. These products are the result of 27 years of research; and all have won an outstanding practitioner award given by the American Society for Personnel Administration (now the Society for Human Resource Management). They were developed and copyrighted by Ernest R. Archer, Ph.D., the President of the Archer Company. Even though they are based upon the complex mathematical relationships required for valid and defensible systems, all of our systems are easily administered and maintained. Because these systems also facilitate change, clients who adopted our systems years ago have been able to maintain sound, reliable human resource programs through their organizations' growth and the many recent changes in computerization capabilities and government service obligations.

### **Areas of Expertise**

- **Compensation and Classification Systems:** total compensation analysis; pay equity and comparable worth; Point-Factor Evaluation Systems; career ladders; and pay plan design





- **Performance Management Systems:** performance appraisal systems; performance-based salary administration; Skills-based Pay; alternative rewards programs; and management/executive compensation.
- **Policies and Procedures:** personnel ordinances and policy manuals; recruiting and hiring guidelines; disciplinary procedures; and employee handbooks.
- **Management Studies:** Operational reviews; staffing analysis; employee satisfaction surveys. Our clients have utilized our expertise in local government and public sector management to help them analyze operations and organizational structures, assess efficiency and effectiveness of service delivery, and determine appropriate staffing levels; these engagements have resulted in enhanced services and improved operations.

*Approximately 98% of our clients are local governments and public sector organizations.*

**Services Provided:** The following is a list of all of the services provided by the Archer Company and the approximate percentage revenue during the last three years:

- Classification and Compensation Studies (85%)
- On-going Pay Plan Maintenance (10%)
- Performance Appraisal Systems (5%)

**Conclusion:** The Archer Company presents a unique combination of experience and expertise unmatched by our competitors. We have worked with a wide variety of public sector organizations in both union and non-union environments in the development of classification and compensation systems. Our clients appreciate our commitment to thoroughness, objectivity and accuracy. We stay with the project and assist with the implementation of the study recommendations by providing the necessary presentations and training to accomplish total understanding and support. We are ideally suited to work and communicate with the individuals or groups that might be affected by our recommendations, to ensure their understanding of the opportunities presented, and to gain their support. Although all systems are designed with the primary focus of equity, competitiveness and ease of administration, each system is developed and tailored to incorporate the specific needs, concerns and philosophies of the Client organization.

## **PROJECT TEAM**

With the Archer Company, you will work directly with our team of seasoned consultants who will lend their expertise in local government compensation directly to your project. ***The principals of the Archer Company have been working together as a team for more than twenty years.***





We always utilize a team approach in our work to ensure overall consistency for our clients, and we have assembled a team of experienced professionals that we believe will best provide the professional analysis and support needed for this project. The majority of the work on this project will be performed by our staff in Columbus, Asheville, and Washington D.C., with support from personnel in Virginia and Omaha. Brief biographies of our key project consultants are provided below (Analysts will be assigned to support these consultants in accordance with need and availability).

| <b>Proposed Project Staffing</b>   |  |
|--|--|
| <b>Jim Battigaglia,</b><br>Director  | <b>Project Manager:</b> Mr. Battigaglia will serve as the Project Manager and coordinate workflow and project deliverables; the project manager oversees the construction of the pay plan recommendations (job analysis, classification, and evaluation and market analysis) and the work of the project team. |
| <b>Margaret Richwagen,</b><br>Consultant   | Ms. Richwagen will be involved with job analysis and project design.   |
| Rita Archer, Senior<br>Consultant<br>Elizabeth Gooden,<br>Consultant<br>Amy Lee, Analyst | <b>Project Team:</b> Team members will be assigned to the project as needed based on skillset and availability; consultants and analysts play significant roles in the technical components of the work, including market analysis, job analysis and evaluation, and operational support.                      |

## **KEY PERSONNEL**



**Sally R. Archer, MSBA • President:** Ms. Archer has over thirty years' experience in working with compensation/classification systems. She holds a Bachelor of Science degree in Sociology from Georgia College and State University and a master's degree in business from Winthrop University. She has worked as an instructor in the College of Business Administration and as an executive assistant in the Graduate School at Winthrop University. Ms. Archer has worked with hundreds of public and private organizations in the human resource management field. She began her experience in personnel work at the University of Georgia. She was Vice President of Archer Consulting, Inc. She was a senior consultant with Maximus, Inc. for eight years. Ms. Archer specializes in job analysis, job evaluation, job description preparation, salary survey administration, policy manuals and performance appraisal training.

**James V. Battigaglia, CCP • Regional Director:** Mr. Battigaglia will serve as Project Director. Mr. Battigaglia is a Director and is based in Columbus, Ohio. Mr. Battigaglia specializes in classification and compensation plan implementations, performance appraisal systems and other human resource engagements. He managed our earlier study with the City. A sample of Mr. Battigaglia's experience is summarized below:

Sample clients for whom Mr. Battigaglia has designed compensation and classification systems, following approaches similar to those proposed for the City include: City of Carmel, City of Westfield and Wayne Township, Indiana; Cuyahoga, Franklin, Geauga, Lucas, Mahoning, Richland, and Wood counties in Ohio; Cuyahoga County Board of Health; Cleveland Metroparks and Zoo; City of Solon, City of Beachwood, and City of Westlake, Ohio; City of Savannah, Tennessee; Greenville County, South Carolina; Charleston County Parks and Recreation Commission, South Carolina; Town of Mount Pleasant, South Carolina; Charleston County Airport Authority, South Carolina; City of Asheville, North Carolina; Charlotte County, Florida; City of Orangeburg and Orangeburg Utilities, South Carolina; Clayton County Water and Sewerage Authority, Georgia; City of Griffin, Georgia; Coweta County Sewer Authority; Jefferson, St. Bernard and St. Charles Parish, Louisiana; Beaver, Butler, Cumberland, Mifflin, Monroe, Snyder and Union County, Pennsylvania; City of Elmhurst, Illinois; City of Elgin, Illinois; Village of Glendale Heights, Illinois; Franklin County ADAMH Board; City of Hazelwood, Missouri; Alameda County, California; The Metropolitan District Commission (CT); Massachusetts Board of Higher Education.

In addition, Mr. Battigaglia co-managed major classification and compensation studies at Cobb, Fulton, and DeKalb counties in the Georgia area within the last five years, as well as in Manassas and Newport News, Virginia; Irvine, California; Roswell, Georgia; and Polk County, Florida.

Mr. Battigaglia provides pay plan maintenance services to numerous organizations including clients in Ohio, Pennsylvania, Michigan, Wisconsin, Minnesota, Tennessee, and Massachusetts.





Mr. Battigaglia received a Bachelor of Business Administration degree from Ohio University. He is a member of World at Work (formerly American Compensation Association) and holds the World at Work's Certified Compensation Professional (CCP) certification.

### **Rita K. Archer, MBA, CCP • Senior Consultant**

Ms. Archer is a Certified Compensation Professional (CCP) and senior consultant for the Archer Company. She specializes in compensation and classification studies and the implementation of performance appraisal systems. She has worked in several public and private sector roles. She brings with her technical experience in both public and private sector human resource applications including Total Rewards certification from World at Work.

Ms. Archer excels in budget formulation and analytical skills. Her recent work includes a market survey and analysis for Peace River Manasota Regional Water Supply Authority, Sarasota, Florida. She is the lead consultant on a consortium project in Georgia as well as the Reston City Center Association and was a contributing consultant for recent projects at the City of Union, South Carolina; City of Fountain, Inn, South Carolina and the City of Gaffney, South Carolina. She is currently managing a classification and compensation project for Greenwood Commission of Public Works in South Carolina and is a team member for the classification and compensation study Greenville County, South Carolina.

Expertise includes:

- Extensive experience standardizing Position Descriptions/Classification Specifications to comply with ADA requirements and in line with performance aptitudes for job requirements.
- Explaining job evaluation methods to clients' employees in order to gain full participation in understanding the complexity of each job in an organization.
- Training HR personnel and supervisors to administer merit increases using Archer Performance Appraisal software.

**Education and Other Experience:** Ms. Archer is an Air Force veteran and a former KC-135 navigator. She received a master's degree in business administration from Louisiana Technical University, summa cum laude, and a Bachelor of Science degree in Chemical Engineering from the Pennsylvania State University (Penn State). She is a Certified Compensation Professional (CCP) as well as a member of World at Work and the Society for Human Resources Management.

### **Margaret Richwagen**

Ms. Richwagen recently joined the Archer Company to provide general human resources consulting services. She is located in Asheville, North Carolina. She recently retired as the Human Resources Assistant Director at DeKalb County, Georgia. In this capacity, Ms. Richwagen managed numerous human resource programs for the County including the compensation and





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classification plan. She has a master's degree from Michigan State University and a bachelor's degree from the University of Michigan. Ms. Richwagen holds the SHRM.

### **Elizabeth Gooden**

Ms. Gooden recently joined the Archer Company to provide general human resources consulting services. She is located in Portsmouth, Virginia. She recently retired as the Human Resources Director at Portsmouth, Virginia. In this capacity, Ms. Gooden managed numerous human resource programs for the City including the compensation and classification plan. Prior to the City of Portsmouth, she was the Assistant Director of Human Resources for the City of Newport News, Virginia. She is currently a Ph D candidate, organizational psychology. She also has a master's degree in business administration.

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## **SECTION 4. PROJECT & RELATIONSHIP MANAGEMENT**

**Relationship Management:** While the Archer Company utilizes a team approach in our work, every Client is assigned a senior manager who will manage the project and serve as the primary project liaison to the Client. The project manager is expected to devote a significant amount of time to the project and will be hands-on in the development of all recommendations. The workload of all of our consultants is balanced to ensure that they give their full attention to each task at hand and complete deliverables in a timely manner.

**Back-up Procedures:** The Archer Company is committed to quality customer service, which means that our clients should have open communication with and reasonable access to their assigned project manager. Should the project manager be out of contact for an extended period of time, members of the project team will be available to answer questions and address issues as needed. In extreme cases, a temporary or replacement manager will be assigned subject to the Client's approval. If at any time the Client is unsatisfied with the level of service they receive, they may contact the President of the company directly for resolution of the problem.

**Communication and Coordination:** The Archer Company is committed to active communication and coordination with the Client's project team and Client management. It is expected that regular communication between management and the Archer Company will help to keep the project on track and ensure a successful outcome.

- **Project Manager:** In order to ensure that the Client receives a high level of customer service from and the full attention of the Consultant, the Archer Company will assign a qualified, dedicated Project Manager who will oversee the planning, execution, and implementation of





the study; this individual has expertise in classification and compensation for local government. The Project Manager will be accountable to the Client and able to respond to day-to-day inquiries.

- **Involvement from the Client's Human Resources staff and project team:** The Archer Company uses a turn-key approach that will limit the burden on Client staff. The Archer Company expects to conduct all analyses independently, soliciting input and feedback from Human Resources on design and structure at critical points in the development of the pay plan. We will ask Human Resources to assist with scheduling and coordination of meetings and to approve all formats, pay plan elements, recommendations, and draft reports. In this way, we can use the Director's time wisely and maximize the utilization of Client resources. While we have designed the scope of work to minimize the burden to Client staff, we welcome more direct involvement from Human Resources and Client management personnel if desired.
- **Project Meetings:** The Archer Company will meet with the project team as appropriate during strategic points of the study in order to seek their input and facilitate their review of key components and deliverables of the study. Client Management will be asked to participate in the decision-making and review process; we also understand that the Client may review the project status and progress as needed. These meetings may be conducted via social media.

## SECTION 5. PROPOSAL FEES

The following fixed fee proposal is prepared for the Client based on the proposed scope of work, providing a breakdown by component, including all travel, per diem, photocopying, or other incidental expenses. This fee proposal is valid for 180 days from the date on the proposal.

| <b>Pay Plan Update (Classification &amp; Compensation Study)</b> | <b>Cost</b>     |
|--|-----------------|
| Project Planning   | 2,000           |
| Internal Equity • Job Analysis, Classification, & Evaluation     | 3,000           |
| Salary Survey, Benefits & Analysis                               | 10,500          |
| Pay Plan Development & Implementation                            | 5,000           |
| Draft/Final Reports & Presentations                              | 7,000           |
| <b>Total</b>   | <b>\$27,500</b> |



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*The fees listed do not include services provided by the Consultant following submission of its final report and recommendations. In the event the Archer Company is required to provide documents or testimony in response to claims, demands or actions by third parties, the Archer Company shall bill the Client for services rendered based on then-current professional fees and expenses incurred, including reasonable attorney's fees. Our hourly rate is \$115.00. No tasks shall be undertaken without prior notification to the Client. This provision is intended to apply only to third party actions based on the Client's implementation of the Archer Company' report and findings.*



## EXHIBIT B Invoice

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

Name of Company: \_\_\_\_\_

Address & Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Project Name: \_\_\_\_\_

Invoice No. \_\_\_\_\_

Purchase Order No: \_\_\_\_\_

| Person Providing Services | Date Service Provided | Services Provided<br>(Describe each good/service separately and in detail) | Services                     |       |
|---------------------------|-----------------------|--|------------------------------|-------|
|                           |                       |  | Hourly Rate/<br>Hours Worked | Total |
|                           |                       |  |                              |       |
|                           |                       |  |                              |       |
|                           |                       | <b>GRAND TOTAL</b>   |                              |       |

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

EXHIBIT C

AFFIDAVIT

James V. Battigaglia, 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 the Archer Company (the "Employer") in the position of 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 30<sup>th</sup> day of May, 2023

James V. Battigaglia  
Printed: James V. Battigaglia

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.

James V. Battigaglia  
Printed: James V. Battigaglia

# City of Carmel

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

Page 1 of 1

PURCHASE ORDER NUMBER

**109760**

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

FEDERAL EXCISE TAX EXEMPT  
35-6000972

ONE CIVIC SQUARE

CARMEL, INDIANA 46032-2584

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

| PURCHASE ORDER DATE | DATE REQUIRED | REQUISITION NO. | VENDOR NO. | DESCRIPTION |
|---------------------|---------------|-----------------|------------|-------------|
| 5/15/2023           |               |                 | 355683     |             |

**THE ARCHER COMPANY LLC**

VENDOR 1905 OAK PARK RD

**Human Resources**

SHIP TO  
1 Civic Square  
Carmel, IN 46032-

ROCK HILL, SC 29730 -

| PURCHASE ID | BLANKET | CONTRACT | PAYMENT TERMS | FREIGHT |
|-------------|---------|----------|---------------|---------|
| 77630       |         |          |               |         |

| QUANTITY | UNIT OF MEASURE | DESCRIPTION | UNIT PRICE | EXTENSION |
|----------|-----------------|-------------|------------|-----------|
|----------|-----------------|-------------|------------|-----------|

Department: 1201 Fund: 101 General Fund

Account: 43-404.00

|        |  |                 |             |             |
|--------|--|-----------------|-------------|-------------|
| 1 Each |  | Consulting Fees | \$27,500.00 | \$27,500.00 |
|        |  |                 | Sub Total   | \$27,500.00 |

Send Invoice To:  
Human Resources

1 Civic Square  
Carmel, IN 46032-

## PLEASE INVOICE IN DUPLICATE

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

### PAYMENT

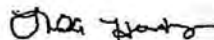
**\$27,500.00**

\* 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 194 AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

ORDERED BY



Lisa Hartz  
Director

TITLE

CONTROLLER

CONTROL NO. **109760**



## **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 National Pavement Maintenance, 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 2201 2201 43-502.02 Motor Vehicle Highway 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 Sixty Five Thousand Seventy Dollars (\$65,070.00) (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. All payments and any late payments fees shall be pursuant to Indiana Prompt Payment Statute; Ind. Code 5-17-5 *et al.*
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<br>Street Department<br>3400 W 131 <sup>st</sup> Street<br>Carmel, Indiana 46074 | <b>AND</b> | City of Carmel<br>Office of Corporation Counsel<br>One Civic Square<br>Carmel, Indiana 46032 |
|-------------|---|------------|--|

If to Vendor: National Pavement Maintenance, LLC  
1928 N Campbell Avenue  
Indianapolis, Indiana 46218

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.

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

National Pavement Maintenance, LLC

by and through its Board of Public Works and Safety

By:

By:

\_\_\_\_\_  
James Brainard, Presiding Officer

Garry Newman  
Authorized Signature

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

GARRY NEWMAN  
Printed Name

\_\_\_\_\_  
Mary Ann Burke, Member

MEMBER  
Title

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

\_\_\_\_\_  
Lori S. Watson, Member

FID/TIN: 83-1763094

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

ATTEST:

Date: 6/20/23

\_\_\_\_\_  
Sue Wolfgang, Clerk

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



Exhibit A

**National Pavement Maintenance**

1928 N Campbell Ave  
 Indianapolis, IN 46218 US  
 garry@npm.us.com

Estimate

ADDRESS  
 Carmel Department of Public Works

ESTIMATE 212609  
 DATE 04/04/2023

| DATE       | ACTIVITY                | DESCRIPTION  | QTY    | RATE | AMOUNT    |
|------------|-------------------------|--|--------|------|-----------|
| 04/04/2023 | Cracksealing            | Clean cracks 1/4" and wider with blowers and air compressor to remove dirt and debris from crack. Furnish, deliver and apply Hot Melt Fiber Reinforced, Commercial Grade Rubberized Fill Material. Applied from double jacketed ,heated melter. Wand applied.                | 1,000  | 2.90 | 2,900.00  |
|            | Asphalt Mill and Patch  | Hand Repair 500 SF   | 500    | 4.35 | 2,175.00  |
|            | Asphalt Mill and Patch  | Machine Repair 1,500 SF  | 1,500  | 4.25 | 6,375.00  |
|            | Liquid Road Application | 14,000 SY<br>Clean, sweep and prepare asphalt pavement. Apply two coats Sealmaster Liquid Road asphalt surfacer to streets and drives in property. Application by truck mounted adjustable and extendable screed. Application to be according to manufacturers specification | 14,000 | 3.83 | 53,620.00 |

Grand Total: **TOTAL \$65,070.00**

Accepted By:

Accepted Date:

**2023 Cherry Creek Estates**

**Liquid Road Project**

| <b>ITEM #</b> | <b>DESCRIPTION</b>              | <b>UNIT</b> | <b>QUANTITY</b> | <b>UNIT PRICE</b> | <b>AMOUNT</b> |
|---------------|---------------------------------|-------------|-----------------|-------------------|---------------|
| 1             | Crack Seal (1,000 LBS)          | LBS         | 1,000           | # 2.90            | # 2,900       |
| 2             | Asphalt Repair (Hand Repair)    | SQFT        | 500             | 4.35              | 2,175         |
| 3             | Asphalt Repair (Machine Repair) | SQFT        | 1,500           | 4.25              | 6,375         |
| 4             | Liquid Road                     | SQY         | 14,000          | 3.83              | 53,620        |
|               | <b>TOTALS</b>                   |             |                 |                   | 65,070        |

## 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<br>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

GARRY NEWMAN, 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 NATIONAL PAVEMENT MAINTENANCE (the "Employer")  
in the position of MEMBER.
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. Documentation of this enrollment and participation is attached and incorporated herein.
5. The Employer does not knowingly employ any unauthorized aliens.
6. To the best of my information and belief, the Employer does not currently employ any unauthorized aliens.
7. FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 4<sup>th</sup> day of APRIL, 2023

Garry Newman

Printed: GARRY NEWMAN

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.

Garry Newman

Printed: GARRY NEWMAN

# 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

**109757**

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 |
|--|-----------------|--|---------------|-------------|
| 5/17/2023  |                 |  | 377227        |             |
| <b>NATIONAL PAVEMENT MAINTENANCE LLC</b><br>VENDOR 1928 N CAMPBELL AVE<br><br>INDIANAPOLIS, IN 46218 - |                 | Street Department<br>SHIP TO 3400 W. 131st Street<br>Carmel, IN 46074-<br>Matt Higginbotham (317) 733-2001 |               |             |
| PURCHASE ID  | BLANKET         | CONTRACT   | PAYMENT TERMS | FREIGHT     |
| 77693  |                 |  |               |             |
| QUANTITY   | UNIT OF MEASURE | DESCRIPTION  | UNIT PRICE    | EXTENSION   |

Department: 2201 Fund: 2201 Motor Vehicle Highway FND

Account: 43-502.02

|        |                                  |             |             |
|--------|----------------------------------|-------------|-------------|
| 1 Each | Road Preservation - Cherry Creek | \$65,070.00 | \$65,070.00 |
|        |                                  | Sub Total   | \$65,070.00 |



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             |
|------------|---------|---------|-----------------|--------------------|
|            |         |         |                 | <b>\$65,070.00</b> |

**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.

*Lee M. Higginbotham*

*[Signature]*

ORDERED BY **Lee Higginbotham**  
TITLE **Commissioner**

CONTROL NO. **109757**

CONTROLLER





# AIA® Document A105® – 2017

## Standard Short Form of Agreement Between Owner and Contractor

**AGREEMENT** made as of the Twenty-first day of June in the year Two Thousand Twenty-three  
*(In words, indicate day, month and year.)*

**APPROVED**  
By *Sergey Grechukhin* at 3:15 pm, Jun 27, 2023

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

City of Carmel, Indiana - Utilities, Sole Proprietorship  
30 West Main Street  
Carmel, Indiana 46032  
Telephone Number: (317) 571-2442

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Contractor:  
*(Name, legal status, address and other information)*

Retro-Tech Systems, Limited Liability Company  
853 Eastport Centre Drive  
Valparaiso, IN 46383  
Telephone Number: 844-787-8326

for the following Project:  
*(Name, location and detailed description)*

City of Carmel Utilities and Street Department Solar Installation  
3400 West 131st Street, Carmel, IN 46032  
Solar Procurement and Installation. 313 kWdc / 250 kWac on the Utilities Building 3400 West 131st Street and 140 kWdc / 125 kWac on the Street Department Building. Both are located at 3400 West 131st Street, Carmel, IN 46032

The Architect:  
*(Name, legal status, address and other information)*

Telamon Energy, Subchapter S Corporation  
1000 East 116th Street  
Carmel, IN 46032  
Telephone Number: 317-818-6888

The Owner and Contractor agree as follows.

**TABLE OF ARTICLES**

1 THE CONTRACT DOCUMENTS

2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3 CONTRACT SUM

4 PAYMENTS

5 INSURANCE

6 GENERAL PROVISIONS

7 OWNER

8 CONTRACTOR

9 ARCHITECT

10 CHANGES IN THE WORK

11 TIME

12 PAYMENTS AND COMPLETION

13 PROTECTION OF PERSONS AND PROPERTY

14 CORRECTION OF WORK

15 MISCELLANEOUS PROVISIONS

16 TERMINATION OF THE CONTRACT

17 OTHER TERMS AND CONDITIONS

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated , and enumerated as follows:

Drawings:

| <b>Number</b>                         | <b>Title</b>      | <b>Date</b>    |
|---------------------------------------|-------------------|----------------|
| <u>City of Carmel Utilities Solar</u> | <u>Revision 3</u> | <u>2/27/23</u> |
| <u>City of Carmel Street</u>          | <u>Revision 1</u> | <u>4/10/23</u> |
| <u>Department Solar</u>               |                   |                |

Specifications:

| <b>Section</b>  | <b>Title</b>                      | <b>Pages</b> |
|-----------------|-----------------------------------|--------------|
| <u>26 05 01</u> | <u>General Provisions</u>         | <u>All</u>   |
| <u>26 05 03</u> | <u>Completion and Startup</u>     | <u>All</u>   |
| <u>26 05 19</u> | <u>Low Voltage Electrical ...</u> | <u>All</u>   |
| <u>26 05 26</u> | <u>Grounding and Bonding</u>      | <u>All</u>   |
| <u>26 05 33</u> | <u>Raceways and Boxes</u>         | <u>All</u>   |

Init.

|                 |   |            |
|-----------------|---|------------|
| <u>26 05 53</u> | <u>Identification of Electrical ...</u> | <u>All</u> |
| <u>26 05 64</u> | <u>Painting</u>                         | <u>All</u> |
| <u>26 24 16</u> | <u>Panelboards</u>                      | <u>All</u> |
| <u>26 28 00</u> | <u>Low Voltage Circuit ...</u>          | <u>All</u> |
| <u>26 29 00</u> | <u>Low Voltage Controllers</u>          | <u>All</u> |
| <u>26 31 00</u> | <u>Photovoltaic Collectors</u>          | <u>All</u> |
| <u>26 43 13</u> | <u>Surge Protection Devices ...</u>     | <u>All</u> |

.3 addenda prepared by the Architect as follows:

| <b>Number</b> | <b>Date</b>    | <b>Pages</b> |
|---------------|----------------|--------------|
| <u>1</u>      | <u>2/22/23</u> | <u>All</u>   |
| <u>2</u>      | <u>2/23/23</u> | <u>All</u>   |
| <u>3</u>      | <u>4/19/23</u> | <u>All</u>   |

.4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:

## ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

### § 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement. Date of Commencement is contingent upon all required material being on site.

*(Insert the date of commencement if other than the date of this Agreement.)*

### § 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:

*(Check the appropriate box and complete the necessary information.)*

Not later than ~~( )~~ calendar 45 ( Forty-Five ) working days from the date of commencement.

By the following date:

## ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Seven Hundred Sixty-seven Thousand Seven Hundred Ninety-one Dollars and Zero Cents (\$ 767,791.00.)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:  
*(Itemize the Contract Sum among the major portions of the Work.)*

| <b>Portion of the Work</b> | <b>Value</b> |
|----------------------------|--------------|
|----------------------------|--------------|

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:



*(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:  
*(Identify each allowance.)*

| Item | Price |
|------|-------|
|------|-------|

§ 3.5 Unit prices, if any, are as follows:  
*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------|-----------------------|-------------------------|
|------|-----------------------|-------------------------|

#### ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

*(Insert below timing for payments and provisions for withholding retainage, if any.)*

Thirty-five (35) days after the date of City's receipt of Contractor'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 the Agreement and Contractor has otherwise performed and satisfied all the terms and conditions of this Addendum and the Agreement. All payment and any late payments fees shall be pursuant to Indiana Prompt Payment Statute; Ind. Code 5-17-5- et al.

Retainage for this project is 10% of the total amount payable upon final completion and the satisfactory resolution of any and all punch list items.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

*(Insert rate of interest agreed upon, if any.)*

%

#### ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than One Million (\$ 1,000,000 ) each occurrence, Three Million (\$ 3,000,000 ) general aggregate, and Two Million (\$ 2,000,000 ) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million (\$ 1,000,000 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

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§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than One Million (\$ 1,000,000.) each accident, One Million (\$ 1,000,000.) each employee, and One Million (\$ 1,000,000.) policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

**§ 5.1.7 Other Insurance Provided by the Contractor**

*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

**Coverage**

**Limits**

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

**ARTICLE 6 GENERAL PROVISIONS**

**§ 6.1 The Contract**

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

**§ 6.2 The Work**

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

**§ 6.3 Intent**

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

**§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents**

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

**§ 6.5 Electronic Notice**

Written notice under this Agreement may be given by one party to the other by email as set forth below.

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*(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)*

## **ARTICLE 7 OWNER**

### **§ 7.1 Information and Services Required of the Owner**

**§ 7.1.1** If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

**§ 7.1.2** Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

**§ 7.1.3** Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

### **§ 7.2 Owner's Right to Stop the Work**

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

### **§ 7.3 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

### **§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts**

**§ 7.4.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

**§ 7.4.2** The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

## **ARTICLE 8 CONTRACTOR**

### **§ 8.1 Review of Contract Documents and Field Conditions by Contractor**

**§ 8.1.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

**§ 8.1.2** The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

### **§ 8.2 Contractor's Construction Schedule**

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

### **§ 8.3 Supervision and Construction Procedures**

**§ 8.3.1** The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.



§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

#### § 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

#### § 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

#### § 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

#### § 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the ~~building permit and other permits and~~ governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

#### § 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. ~~Shop drawings, product data, samples, and similar submittals are not Contract Documents.~~

#### § 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

#### § 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

#### § 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

#### § 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and

expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

## **ARTICLE 9 ARCHITECT**

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

## **ARTICLE 10 CHANGES IN THE WORK**

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

## **ARTICLE 11 TIME**

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

## ARTICLE 12 PAYMENTS AND COMPLETION

### § 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### § 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

### § 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such ~~seven-day~~ ~~seven-day~~ period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

### § 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

### § 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.



§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

#### § 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

#### ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

#### ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

#### ARTICLE 15 MISCELLANEOUS PROVISIONS

##### § 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

##### § 15.2 Tests and Inspections

~~§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.~~

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

**§ 15.3 Governing Law**

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction’s choice of law rules.

**ARTICLE 16 TERMINATION OF THE CONTRACT**

**§ 16.1 Termination by the Contractor**

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days’ written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

**§ 16.2 Termination by the Owner for Cause**

**§ 16.2.1** The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

**§ 16.2.2** When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor’s surety, if any, seven days’ written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

**§ 16.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 16.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

**§ 16.3 Termination by the Owner for Convenience**

The Owner may, at any time, terminate the Contract for the Owner’s convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

**ARTICLE 17 OTHER TERMS AND CONDITIONS**

*(Insert any other terms or conditions below.)*

This Agreement entered into as of the day and year first written above.

*(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)*

\_\_\_\_\_

OWNER (Signature)

John Duffy, Director of Utilities  
(Printed name and title)

CONTRACTOR (Signature)

David Pierce, President  
(Printed name and title)  
LICENSE NO.:  
JURISDICTION:

1. LIENS:

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

2. NON-DISCRIMINATION:

Contractor represents and warrants that it and all of its officers, employees, agents, Contractors and sub-Contractors shall comply with all laws of the United States, the State of Indiana and Owner prohibiting discrimination against any employee, applicant for employment or other person in the provision of any Goods and Services provided under the 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, or disabled veteran status.

3. IRAN CERTIFICATION:

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

4. E-VERIFY:

If Contractor has any employees in the United States of America, 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"), Contractor will be required to enroll in and verify the work eligibility status of its newly-hired employees using the E-Verify program, affirming that it is enrolled and participating in the E-Verify program and does not knowingly employ unauthorized aliens. In support of the Affidavit, Contractor shall provide the Owner with documentation indicating that it has enrolled and is participating in the E-Verify program. Should Contractor 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 sub-contractor. Should the Contractor or any sub-contractor violate the Indiana E-Verify law, the Owner 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.

5. PAYMENT TERMS:

Upon receipt of the invoice for the services provided, as outlined in the Agreement, the Owner shall pay Contractor for such goods and services within thirty-five (35) days after the date of Owner's receipt of Contractor'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 the Agreement and Contractor has otherwise performed and satisfied all the terms and conditions of this Addendum and the Agreement. All payments, fees, and any late payments shall be pursuant to Indiana Prompt Payment Statute; Ind. Code 5-17-5- et al.



6. REQUIRED DISCLOSURE:

In addition to any exceptions to disclosing of confidential information referenced in the Agreement or any of the bidding/proposal documents, the Owner, upon consulting and providing notice to Contractor, may disclose such confidential information if such disclosure is required by any federal or state law. The Owner shall not disclose any information that would be deemed proprietary or constitute a trade secret unless ordered so by a court of competent jurisdiction.

7. DEFAULT:

In the event Contractor: (a) repudiates, breaches or defaults under any of the terms or conditions of this Addendum or the Agreement, including Contractor's warranties; (b) fails to provide the goods and services as specified in this Addendum and the Agreement; (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 the Owner 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, Owner shall have the right to (1) terminate all or any parts of the Agreement and this Addendum, without liability therefore to Contractor; and (2) exercise all other rights and remedies available to Owner at law and/or in equity.

8. GOVERNMENT COMPLIANCE:

Contractor agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes which govern to Contractor's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. Contractor agrees to indemnify and hold harmless the Owner 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.

9. NON-ASSIGNMENT:

Contractor 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 Owner's prior written consent.

10. ENTIRE AGREEMENT:

This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between the parties 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, 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:

OWNER 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: \_\_\_\_\_

RETRO-TECH SYSTEMS, LLC

By: 

\_\_\_\_\_  
Authorized Signature

David Pierce

Printed Name

\_\_\_\_\_  
President

Title

FID/TIN: 36-3912716

Date: 6/26/2023

## Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Michael Morley, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 13:08:46 ET on 06/23/2023 under Order No. 2114446771 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A105™ – 2017, Standard Short Form of Agreement Between Owner and Contractor, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

  
\_\_\_\_\_  
(Signed)

Director of Operations - Telamon Energy  
\_\_\_\_\_  
(Title)

6/23/23  
\_\_\_\_\_  
(Dated)



# CITY OF CARMEL, INDIANA

Reviewed/Approved Via Email

CPD Horner 6/21/23 STREET Privett 6/26/23

CFD Heavner 6/21/23 ENGINEERING Kirsh 6/27/23

CRED Brewer 6/23/23

## 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

Email Sondra\_schwieterman@outlook.com

Phone Number:

[REDACTED]

Cell Number:

[REDACTED]

Name/Organization: Brews on the Boulevard/City of Carmel

Address

Street Address

1 Civic Square

Address Line 2

City

Carmel

Postal / Zip Code

46032

State / Province / Region

IN

Country

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. We are updating the dates to reserve Midtown plaza area for the set up and tear down of the large tent. It will be set up on Friday, July 28 and torn down on Monday, July 31

Event Date

7/28/2023

End Date

7/31/2023

Number of People Expected: 5,000

Set-Up Start time 08:00:00 AM

Tear Down End Time 10:00:00 PM

Event Start time:  
04:00:00 PM

Event end time:  
10:00:00 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 costs of stipends to breweries

Description of Event: Provide a brief description of event

Brews on the Blvd returns to Midtown Carmel on Saturday, July 29 with local breweries. Local food vendors will be available with plenty of food options available for purchase. All ages are welcome to attend!

Tasting tickets are \$30 and include a souvenir glass. Sample selections at each brewery booth and the opportunity to purchase items directly from your favorite brewery.

A limited quantity of VIP Prime Hour tickets are available for \$50.

\*\*All ages are welcome to attend the event, but guests who purchase Tasting Tickets must be 21+ and show valid 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. We are unable to accommodate public movie requests.
- 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**

City Mobile 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.**

40' x 82"

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

3172517368

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY



Neighborhood Name/Streets to be closed Monon Blvd north and south lanes from Elm to Walnut. Midtown plaza. Elm street from W. Elm St. parking garage to Veterans Way. See attached, updated map. Updates made due to 3rd Ave Construction closure. Our event detour route may change if the 3rd Ave Construction changes.  
Include addresses as appropriate

UPLOAD MAP An easy to read, color map of the area is required with submission.  
Brews on the Blvd Detour Map.pdf 250.72KB

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.**

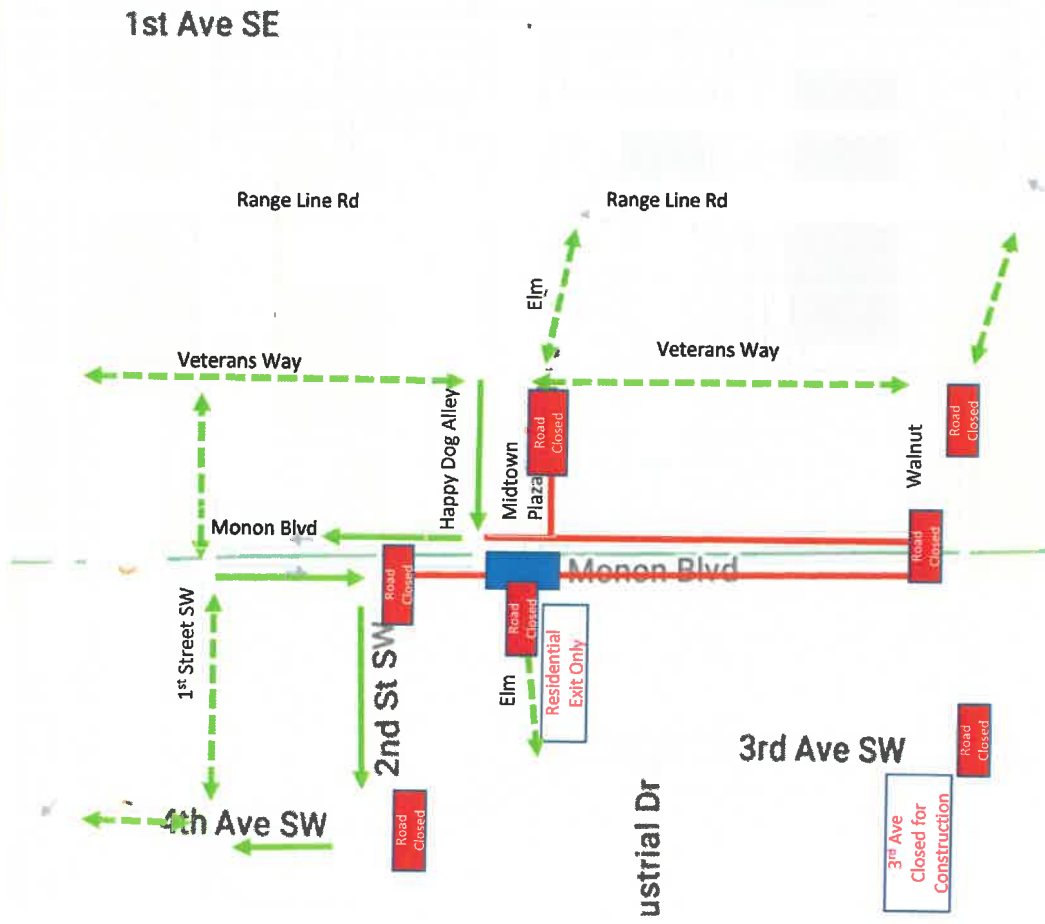
Payment may be made online using a credit or debit card at <https://www.govpaynow.com> . PLC #A0026j, calling the Govpay call center at 1-888-604-7888 (give them PLC#) or in the form of a certified check or money order made payable to the City of Carmel. (Mail to: Carmel City hall, Attn: Lobby Desk,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

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### 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.

# Brews on the Boulevard – Event Map Road Closing



Saturday, July 29, 2023  
Roads close at 8 am

**Key:**

- Suggested Detour Route
- Festival Footprint

# Brews on the Boulevard – Suggested Detour Map





# ACKNOWLEDGEMENT AND AGREEMENT

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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.

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)

\*

  
Phone Number (Required)

1 Civic Square  
Address of Organization/Applicant

6/8/2023  
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

RETRO-APPROVAL BY BPW - EVENT IS 7-4-23 . MAYOR APPROVED 6/28/23 - SEE EMAIL IN PACKET. Also approved by CPD Horner, CFD Heavner, ENG Kirsh 6/28/23

### INFORMATION

## SPECIAL EVENT / FACILITY USE REQUEST FORM

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

### CONTACT INFORMATION:

Contact Person Steve Krusie

Email chairperson@carmelfest.net

Phone Number:

[REDACTED]

Cell Number:

[REDACTED]

Name/Organization: Rotary Club of Carmel dba CarmelFest

Address

Street Address

PO Box 3953

Address Line 2

City

Carmel

Postal / Zip Code

46082

State / Province / Region

IN

Country

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: CarmelFest Closure of 3rd Ave SW between Gradle Dr. and Carmel Dr. due to fireworks

Event Date

7/4/2023

End Date

7/4/2023

Number of People Expected: 30,000

Set-Up Start time 08:00:00 AM

Tear Down End Time ~~04:00:00 PM~~ 11 PM



Event Start time:  
~~10:00:00 AM~~ 8 AM

Event end time:  
~~12:00:00 PM~~ 11 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: 3rd Ave SW between Gradle Drive and Carmel Drive will be closed because fireworks show will happen at Carmel Ice Skadium, 1040 3rd Ave SW.

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. We are unable to accommodate public movie requests.
  - REFLECTING POOL - Please note that Veteran's Plaza is NOT available for use.
  - Other 3rd Ave SW as above

### 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 3rd Ave SW between Gradle Dr. and Carmel Drive.  
Name/Streets to be closed 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.

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.

## Dixon, Carol

---

**From:** Martin, Candy  
**Sent:** Wednesday, June 28, 2023 1:12 PM  
**To:** Dixon, Carol  
**Subject:** RE: URGENT REPLY PLEASE - CarmelFest 3rd Ave SW closure on 7-4

You are welcome

### Candy Martin

*City of Carmel*

Office of the Mayor

317-571-2401 - Direct

---

**From:** Dixon, Carol <[cdixon@carmel.in.gov](mailto:cdixon@carmel.in.gov)>  
**Sent:** Wednesday, June 28, 2023 1:11 PM  
**To:** Martin, Candy <[cmartin@carmel.in.gov](mailto:cmartin@carmel.in.gov)>; Horner, Jeffrey <[JHorner@carmel.in.gov](mailto:JHorner@carmel.in.gov)>; Heavner, Joel S <[jheavner@carmel.in.gov](mailto:jheavner@carmel.in.gov)>; Brewer, Melanie J <[mbrewer@carmel.in.gov](mailto:mbrewer@carmel.in.gov)>; Much, Shela <[smuch@carmel.in.gov](mailto:smuch@carmel.in.gov)>; Privett, Shaun R <[sprivett@carmel.in.gov](mailto:sprivett@carmel.in.gov)>; Kirsh, Joshua A <[jkirsh@carmel.in.gov](mailto:jkirsh@carmel.in.gov)>; Heck, Nancy S <[NHeck@carmel.in.gov](mailto:NHeck@carmel.in.gov)>  
**Subject:** RE: URGENT REPLY PLEASE - CarmelFest 3rd Ave SW closure on 7-4

Thank you!

Carol Dixon  
City of Carmel  
1 Civic Square  
Carmel, IN 46032  
317-571-2400  
[cdixon@carmel.in.gov](mailto:cdixon@carmel.in.gov)



---

**From:** Martin, Candy <[cmartin@carmel.in.gov](mailto:cmartin@carmel.in.gov)>  
**Sent:** Wednesday, June 28, 2023 12:09 PM  
**To:** Dixon, Carol <[cdixon@carmel.in.gov](mailto:cdixon@carmel.in.gov)>; Horner, Jeffrey <[JHorner@carmel.in.gov](mailto:JHorner@carmel.in.gov)>; Heavner, Joel S <[jheavner@carmel.in.gov](mailto:jheavner@carmel.in.gov)>; Brewer, Melanie J <[mbrewer@carmel.in.gov](mailto:mbrewer@carmel.in.gov)>; Much, Shela <[smuch@carmel.in.gov](mailto:smuch@carmel.in.gov)>; Privett, Shaun R <[sprivett@carmel.in.gov](mailto:sprivett@carmel.in.gov)>; Kirsh, Joshua A <[jkirsh@carmel.in.gov](mailto:jkirsh@carmel.in.gov)>; Heck, Nancy S <[NHeck@carmel.in.gov](mailto:NHeck@carmel.in.gov)>  
**Subject:** RE: URGENT REPLY PLEASE - CarmelFest 3rd Ave SW closure on 7-4

All



The Mayor has approved this closure.

**From:** Brainard, James C [JBrainard@carmel.in.gov](mailto:JBrainard@carmel.in.gov)  
**Sent:** Wednesday, June 28, 2023 12:07 PM  
**To:** Martin, Candy [cmartin@carmel.in.gov](mailto:cmartin@carmel.in.gov)  
**Cc:** Heck, Nancy S [NHeck@carmel.in.gov](mailto:NHeck@carmel.in.gov); Much, Shela [smuch@carmel.in.gov](mailto:smuch@carmel.in.gov)  
**Subject:** Re: URGENT REPLY PLEASE - CarmelFest 3rd Ave SW closure on 7-4

Yes

On Jun 28, 2023, at 10:05 AM, Martin, Candy <[cmartin@carmel.in.gov](mailto:cmartin@carmel.in.gov)> wrote:

Mayor

**Will you approve for 3<sup>rd</sup> Ave SW be closed between Gradle Drive and Carmel Drive on Tuesday, July 4 – 8:00 am to 11:00 pm** as they will need this area blocked off for the fireworks being set up at the ice skadium and believe is part of the drop zone area that no public is allowed to be in.

The CarmelFest committee missed this part of 3<sup>rd</sup> Ave SW on their original BPW request.

We can have you ratify at the July 5<sup>th</sup> BPW meeting.

Thank you

**Candy Martin**  
*City of Carmel*  
Office of the Mayor  
317-571-2401 - Direct

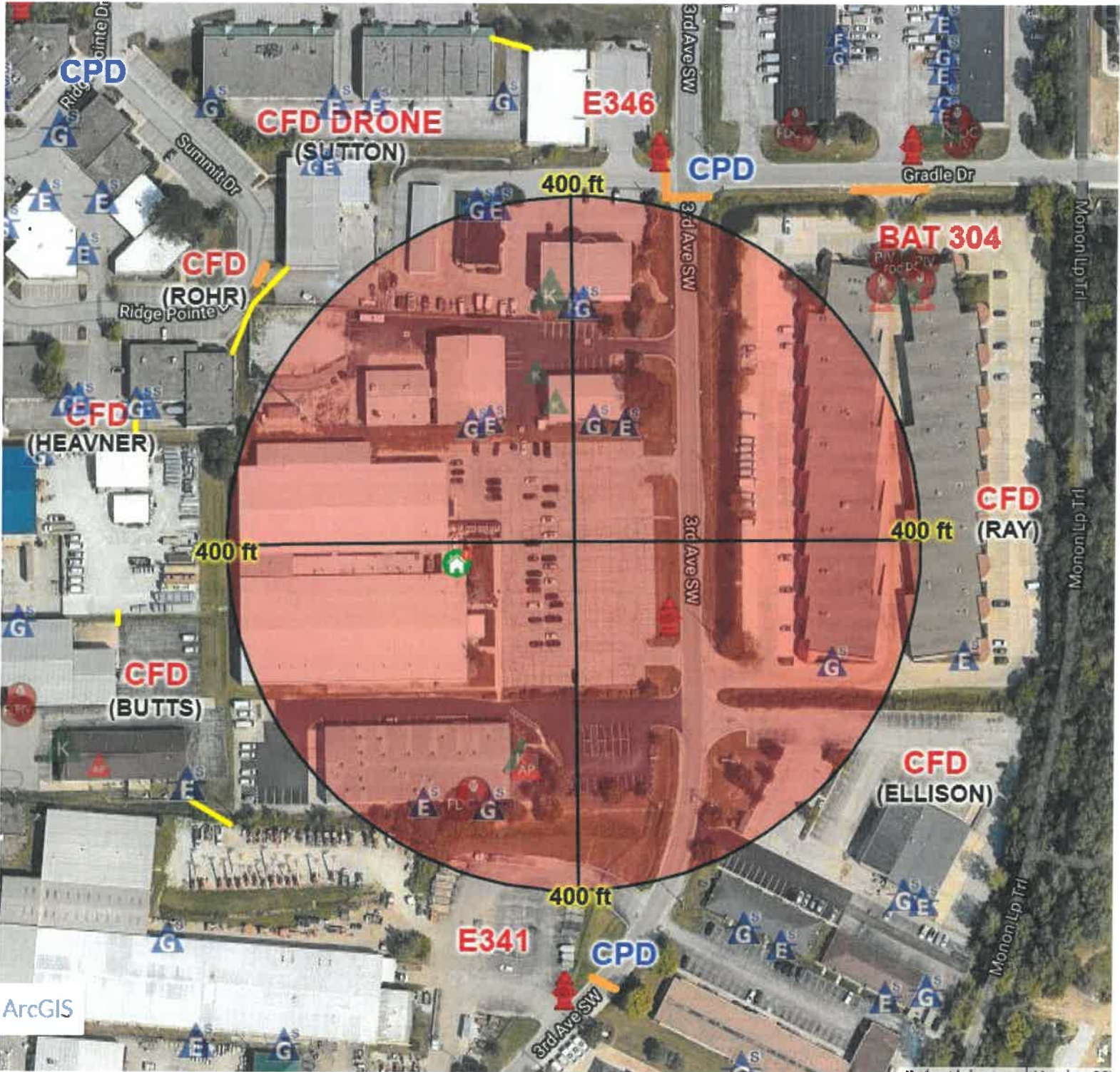
---

**From:** Dixon, Carol <[cdixon@carmel.in.gov](mailto:cdixon@carmel.in.gov)>  
**Sent:** Wednesday, June 28, 2023 9:59 AM  
**To:** Horner, Jeffrey <[JHorner@carmel.in.gov](mailto:JHorner@carmel.in.gov)>; Heavner, Joel S <[jheavner@carmel.in.gov](mailto:jheavner@carmel.in.gov)>; Brewer, Melanie J <[mbrewer@carmel.in.gov](mailto:mbrewer@carmel.in.gov)>; Much, Shela <[smuch@carmel.in.gov](mailto:smuch@carmel.in.gov)>; Privett, Shaun R <[sprivett@carmel.in.gov](mailto:sprivett@carmel.in.gov)>; Kirsh, Joshua A <[jkirsh@carmel.in.gov](mailto:jkirsh@carmel.in.gov)>; Martin, Candy <[cmartin@carmel.in.gov](mailto:cmartin@carmel.in.gov)>; Heck, Nancy S <[NHeck@carmel.in.gov](mailto:NHeck@carmel.in.gov)>  
**Subject:** URGENT REPLY PLEASE - CarmelFest 3rd Ave SW closure on 7-4  
**Importance:** High

Hi everyone,  
CarmelFest missed a BPW request to close 3<sup>rd</sup> Ave SW between Gradle Dr. and Carmel Dr. because of the fireworks being shot from Carmel Ice Skadium. This will need the Mayor's approval because BPW does not meet until July 5. Candy/Nancy, can you please help with obtaining the Mayor's approval?

Thank you.

Carol Dixon



# 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.

The Rotary Club of Carmel, Indiana dba CarmelFest  
Name of Organization/Applicant

\*

*Steven Krusie*

Signature of Authorized Agent/Applicant

Steven Krusie, CarmelFest Chair  
Printed Name and Title (If applicable)

\*

██████████  
Phone Number (Required)

██  
Address of Organization/Applicant

6/15/2023  
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

CPD Horner 6/21/23    STREETS Privett 6/23/23

CFD Heavner 6/21/23    ENGINEERING Kirsh 6/5/23 \* Caveat that

CRED Brewer 6/23/23    route will need review in early 2024 due to

possible construction on route

## INFORMATION

## SPECIAL EVENT / FACILITY USE REQUEST FORM

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

### CONTACT INFORMATION:

Contact Person    Jay Druba

Email    jay@carmelmarathon.com

Phone Number:    [REDACTED]

Cell Number:    [REDACTED]

Name/Organization:    Full Circle Events

Address

Street Address  
484 E Carmel Drive

Address Line 2  
Box 414

City    State / Province / Region  
Carmel    IN

Postal / Zip Code    Country  
46032    United States

Organization Type:    For-Profit Organization

Residency/Location:    Do you reside or are you located within the Carmel city limits?

- Yes
- No

Event/Use Purpose:    2024 Carmel Marathon

Event Date    End Date  
4/13/2024    4/13/2024

Number of People Expected:    6,000

Set-Up Start time    04:00:00 AM

Tear Down End Time    04:00:00 PM

Event Start time:

08:00:00 AM

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

Fees (cont'd)

Purpose of fee

Fee for runners only. Free to the public / spectators.

Description of Event:

Provide a brief description of event

The Carmel Marathon, half marathon, 10k and 5k drew visitors from 40 states and 5 countries in 2023.

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. We are unable to accommodate public movie requests.
- 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

15

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

Stage

None

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.

10x10 up to 20x60

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 + event staff

Name of Merchants(s) doing the setup

3177140447

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood Various, course maps included  
Name/Streets to be closed 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 Some restrictions with rolling closures. Roads are opened immediately following the last runner/walker.

### 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)

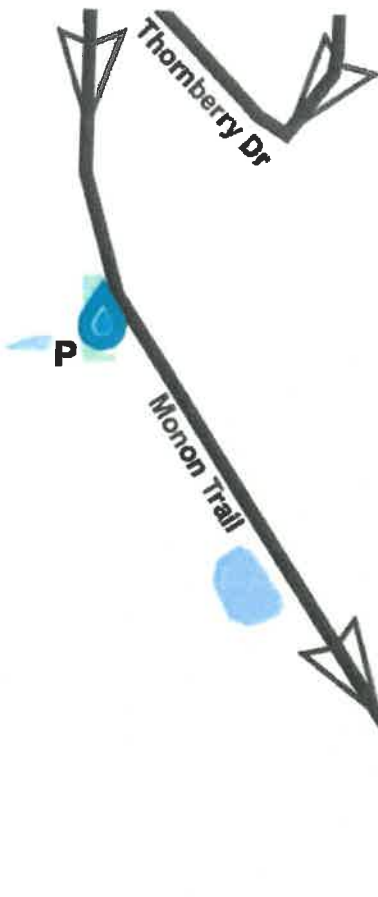
### DISCLAIMER:



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**8:25-9:24 AM** **5**

**Smokey Row Rd**



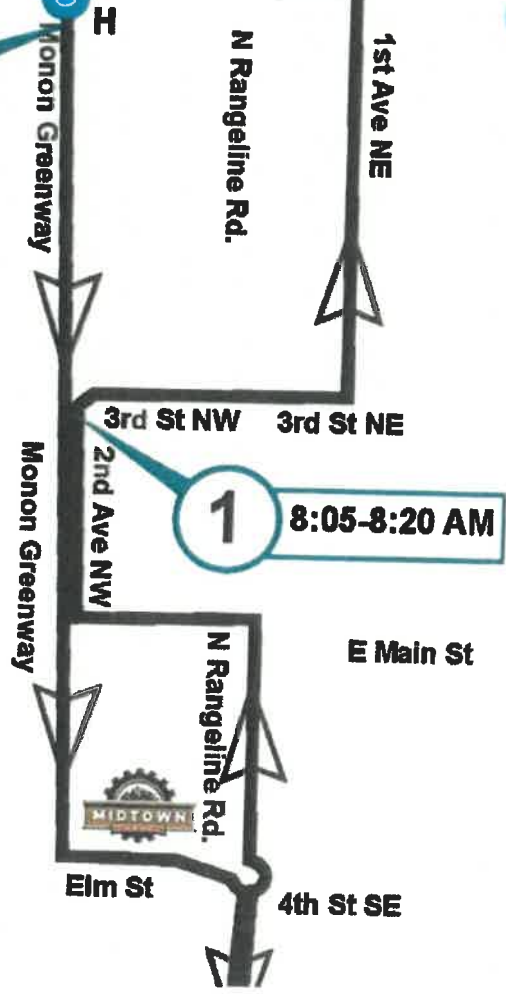
**2** **8:10-8:36 AM**

**Indiana Spine Group 10K**  
★ Carmel Marathon Weekend ★ 4.4.20 ★

**Indiana Spine Group 10K Course Map**  
Start Time: 8:00 AM

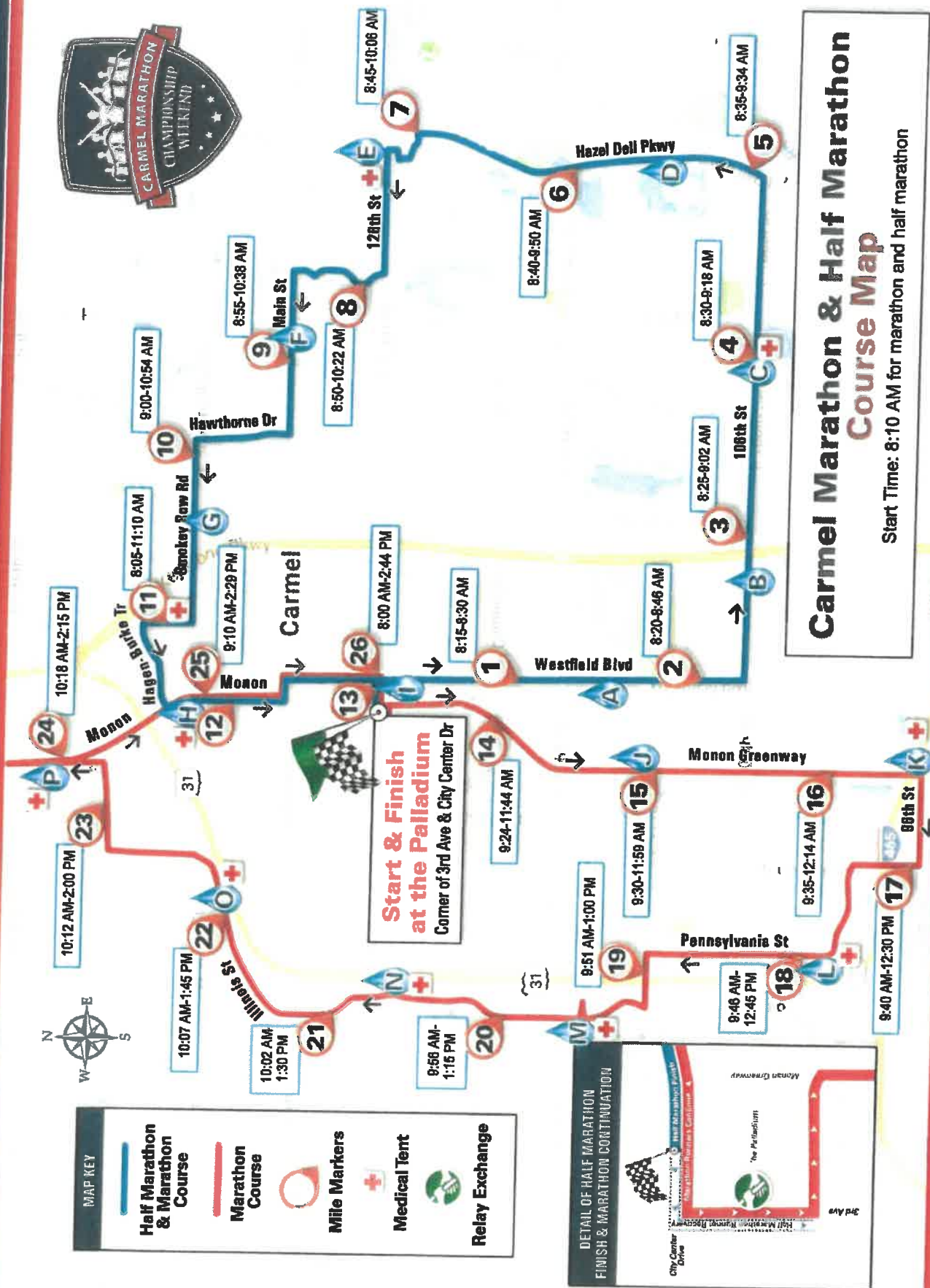
10K Course

Mile Marker



**1** **8:05-8:20 AM**





# Carmel Marathon & Half Marathon Course Map

Start Time: 8:10 AM for marathon and half marathon



**MAP KEY**

- Half Marathon & Marathon Course
- Marathon Course
- Mile Markers
- Medical Tent
- Relay Exchange

**DETAIL OF HALF MARATHON FINISH & MARATHON CONTINUATION**

**Start & Finish at the Palladium**  
 Corner of 3rd Ave & City Center Dr

# ACKNOWLEDGEMENT AND AGREEMENT

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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.

Full Circle Events  
Name of Organization/Applicant

\*



Signature of Authorized Agent/Applicant

Jay Druba  
Printed Name and Title (If applicable)

\*

██████████  
Phone Number (Required)

484 E Carmel Drive, Box 414, Carmel, IN  
Address of Organization/Applicant

6/20/2023  
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  
CPD Horner 6/21/23 STREET Privett 6/23/23  
CFD Heavner 6/21/23 ENGINEERING Kirsh 6/27/23  
CRED Brewer 6/23/23

## 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

Email meg@megpromo.com

Phone Number: 3175907522

Cell Number: 3175907522

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                   |
| 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: The Chinese Mooncake Festival

|            |           |
|------------|-----------|
| Event Date | End Date  |
| 9/30/2023  | 9/30/2023 |

Number of People Expected: 2,000

Set-Up Start time 09:00:00 AM

Tear Down End Time 09:00:00 PM

Event Start time:  
06:00:00 PM

Event end time:  
08:30:00 PM

PARADE: 6-6:30 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

To share the customs and entertainment of the Chinese Mooncake Legend with the Carmel Community

Attach additional pages if needed-SEE BELOW

2023 City of Carmel Chinese Mooncake Festival

89.83KB

Flyer.pdf

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. We are unable to accommodate public movie requests.  
 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  
20

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

• Stage

24 x 24  
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.

10 x 10  
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

3175362022  
Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY



Neighborhood

Parade

Name/Streets to be closed

North

- Monon ~~South~~ from Elm to 1st street east
- 1st east to Range Line
- Range Line south to Main
- Main Street west to Monon
- Monon south to Elm

Map is coming

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

One lane and intersection closures as parade marches through

## SECURITY DEPOSIT AND FEE:



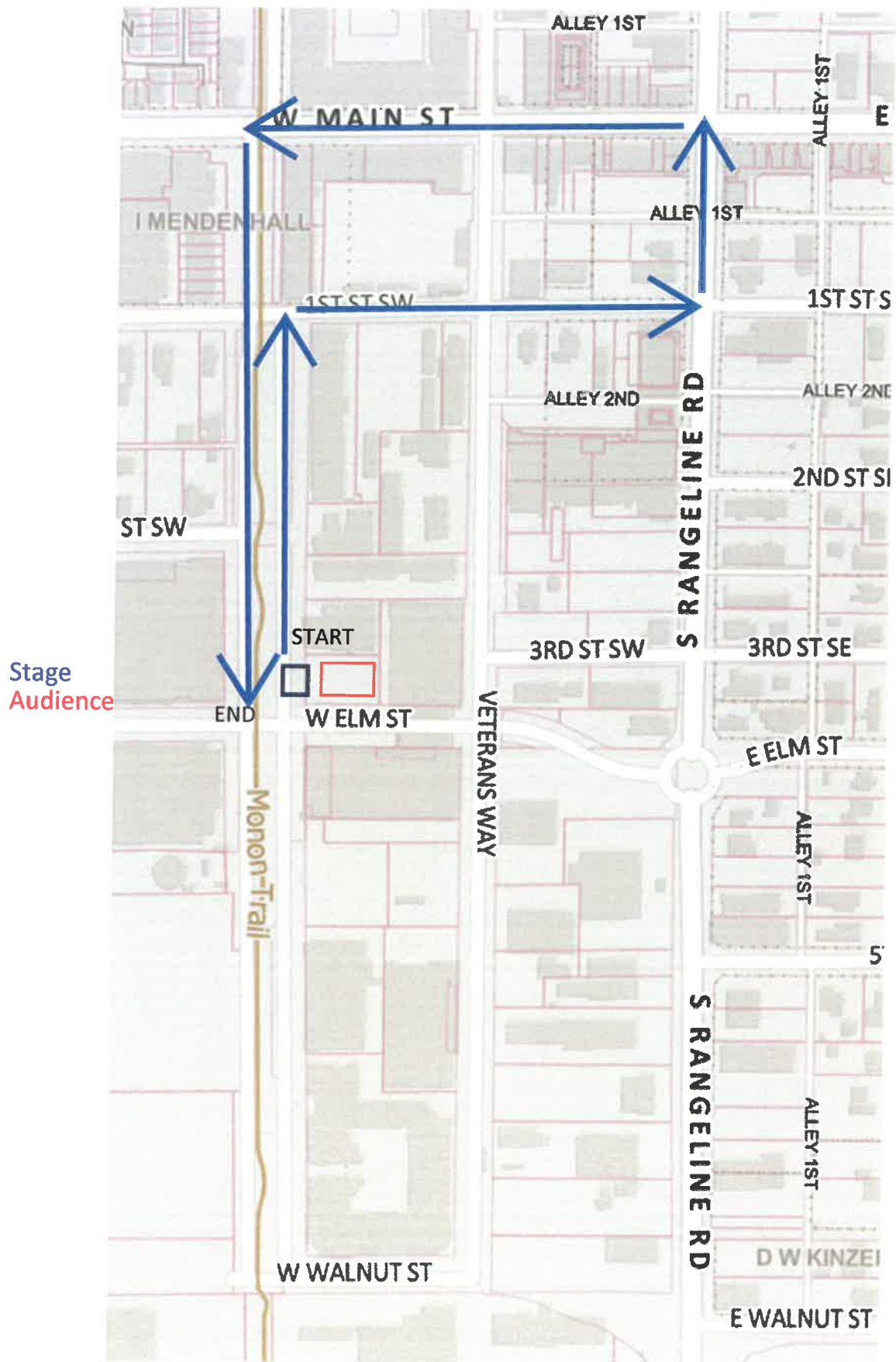
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# ACKNOWLEDGEMENT AND AGREEMENT

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Mayor's Office

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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.

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 46032  
Address of Organization/Applicant

6/17/2023  
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

Per Organizer, businesses in the block are aware and participating so no problem with closure of the block.

Reviewed/Approved Via Email  
CPD Horner 6/21/23 STREETS Privett 6/26/23  
CFD Heavner 6/21/23 ENGINEERING 6/27/23  
CRED Brewer 6/23/23

### INFORMATION

## SPECIAL EVENT / FACILITY USE REQUEST FORM

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

### CONTACT INFORMATION:

Contact Person Cynthia Compton

Email macarthurbook@gmail.com

Phone Number: 3173795543

Cell Number: [REDACTED]

Name/Organization: MacArthur Books

Address

|                   |                           |
|-------------------|---------------------------|
| Street Address    |                           |
| 2169 Glebe St     |                           |
| Address Line 2    |                           |
| City              | State / Province / Region |
| Carmel            | IN                        |
| Postal / Zip Code | Country                   |
| 46032             | United States             |

Organization Type: For-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?

- Yes
- No

Event/Use Purpose: Glebe St Indie Fest: an afternoon concert with food trucks sponsored by the businesses on Glebe St in the Village of West Clay, Carmel.

|            |           |
|------------|-----------|
| Event Date | End Date  |
| 7/23/2023  | 7/23/2023 |

Number of People Expected: 300

Set-Up Start time 02:00:00 PM

Tear Down End Time 08:00:00 PM

Event Start time:

03:00:00 PM

Event end time:

07:00:00 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

Glebe St. Indie Fest: A Sunday afternoon concert featuring 3 performers on the sidewalk in front of businesses on Glebe St in the Village of West Clay. We have invited two food trucks to the event, and residents and guests can set up chairs to enjoy the music and food. The event is sponsored by the businesses on Glebe St. 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. We are unable to accommodate public movie requests.
- 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

Village of West Clay: Glebe St (one block) between the intersections of

Name/Streets to be closed

Glebe/Apsley Lane and Glebe/West New Market Street.

Include addresses as appropriate

UPLOAD MAP

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

west-clay-1024x713.jpg

142.81KB

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

We need barricades in the street at both ends of the block indicated. We are hosting bands/performers on the sidewalk facing the street and want to have space for residents to set up chairs.

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.

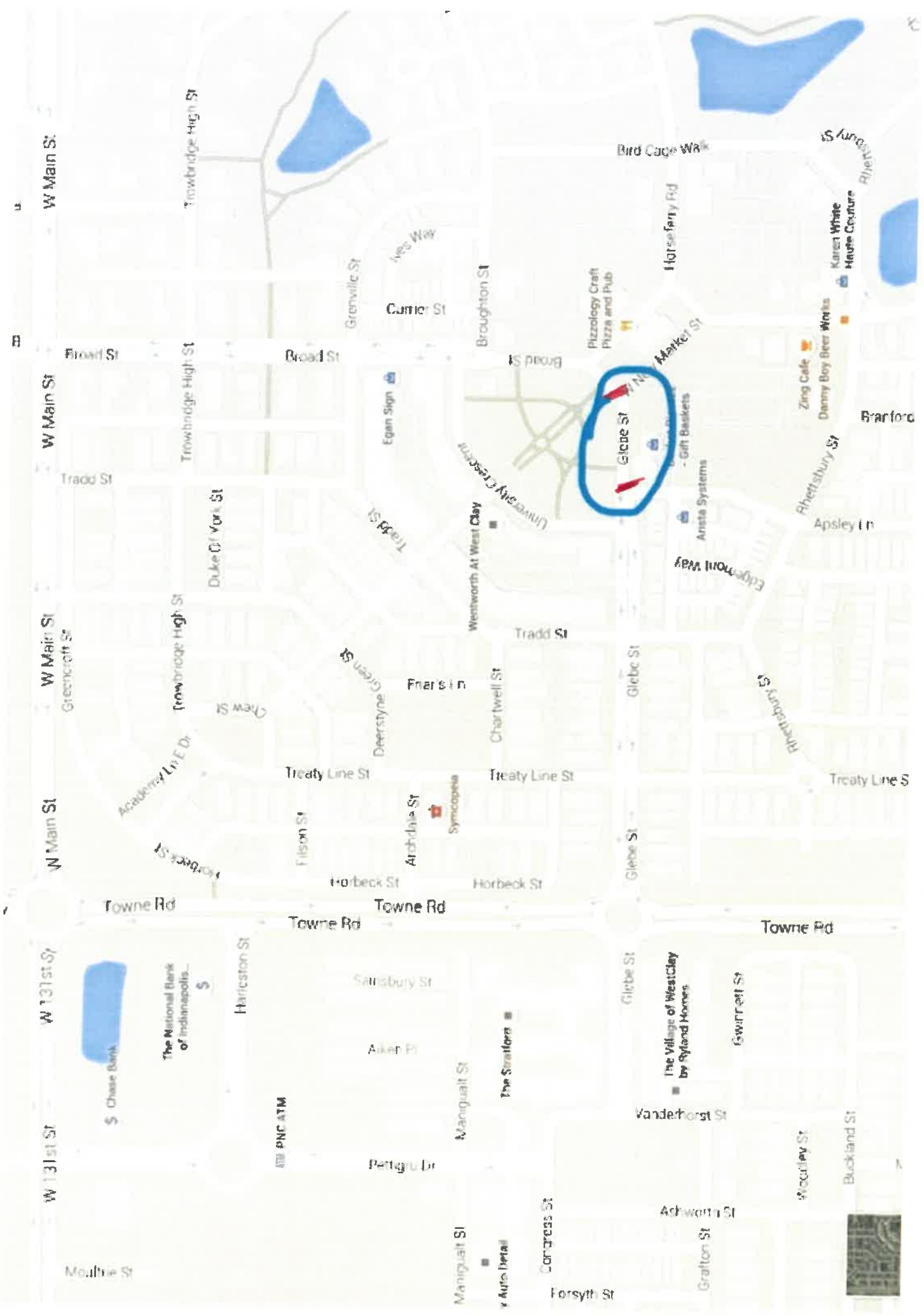
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W Main St

W Main St

W Main St

W Main St

W 131st St

Trowbridge High St

Broad St

Tradd St

Greenwood St

Academy Lane Dr

Horbeck St

Moultrie St

Greenwood St

Trowbridge High St

Duke Of York St

Trowbridge High St

Chew St

Horbeck St

Harriston St

Aves Way

Broad St

Tradd St

Dierstynes Green St

Filson St

Sainsbury St

Pertigou Dr

Carrier St

Broughton St

Wentworth At West Clay

Frier's Ln

Arbuthnot St

Aiker Pl

Manigault St

Pizzology Craft Pizza and Pub

Market St

University of Indianapolis

Charwell St

Syncopeia

The Stratford

Manigault St

Horseferry Rd

Market St

Edgemont Way

Glebe St

Horbeck St

Glebe St

Manigault St

Gift Baskets

Annie Systems

Treaty Line St

Treaty Line St

Horbeck St

Glebe St

Manigault St

Zing Cafe

Danny Boy Beer Works

Rhettstury St

Apsley Ln

Treaty Line St

Glebe St

Manigault St

Karen White Haute Couture

Branford

The Village of WestClay by Ryland Homes

Gwarret St

Vanderhorst St

Glebe St

Manigault St

St. Lunsford Place

Market St

Woolley St

Buckland St

Manigault St

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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.

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.

Cynthia C Compton/MacArthur Books  
Name of Organization/Applicant

\*

*Cynthia Compton*

Signature of Authorized Agent/Applicant

Cynthia Compton  
Printed Name and Title (If applicable)

\*

Phone Number (Required)

MacArthur Books  
2169 Glebe St  
Carmel, IN 46032  
Address of Organization/Applicant

6/21/2023  
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  
CPD Horner 6/21/23 STREETS Privett 6/23/23  
CFD Heavner 6/21/23 ENGINEERING Kirsh 6/23/23  
CRED Brewer 6/23/23

## INFORMATION

### SPECIAL EVENT / FACILITY USE REQUEST FORM

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

#### CONTACT INFORMATION:



Contact Person Melanie Brewer

Email mbrewer@carmel.in.gov

Phone Number: 3175712495

Cell Number:

Name/Organization: Fountain Square Committee

Address Street Address  
One Civic Square  
Address Line 2

City Carmel State / Province / Region IN

Postal / Zip Code 46032 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: Summer concerts at the Gazebo on the lawn of City Hall on Wednesday nights.

Event Date 6/21/2023 End Date 9/27/2023

Number of People Expected: 2,000

Set-Up Start time 05:00:00 PM

Tear Down End Time 10:30:00 PM



Event Start time:

07:00:00 PM

Event end time:

10:00:00 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 for the closure of Veterans Way for the family friendly outdoor concerts on the lawn of City Hall every Wednesday night in the summer. The only section that needs closed is from City Hall parking lot to the Square around the fountain.

<http://carmelgazeboconcerts.org/>

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. We are unable to accommodate public movie requests.
- 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

Veterans Way between the City Hall parking lot and the Square around the fountain.

Name/Streets to be closed

Include addresses as appropriate

UPLOAD MAP

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

Veterans Way Closure Map for BPW.jpg

273.84KB

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    Access to the Zeta Tau Alpha west entrance can be available as needed.

## 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.



Press down to start and let go to finish (Press CTRL to enable snapping)



# ACKNOWLEDGEMENT AND AGREEMENT

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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.

Fountain Square Committee - Melanie Brewer  
Name of Organization/Applicant

\*

*Melanie Brewer*

Signature of Authorized Agent/Applicant

Melanie Brewer  
Printed Name and Title (If applicable)

\*

3175712495  
Phone Number (Required)

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

6/20/2023  
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: \_\_\_\_\_



6/28/2023

Board of Public Works and Safety  
One Civic Square  
Carmel, IN 46032

**Re: Consent to Encroach (fence) at 321 1st Ave SE**

Dear Board Members:

A Consent to Encroach document signed by Van Ostrand Fakehany, Derek T & Amy C, owners of the property with the common address 321 1st Ave SE , 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".

**Jeremy Kashman, PE**  
City Engineer

ATTACHMENT: CONSENT TO ENCROACH DOCUMENT



CITY OF CARMEL

JAMES BRAINARD, MAYOR

6/28/2023

Board of Public Works and Safety  
One Civic Square  
Carmel, IN 46032

**Re: Request for Variance (fence) at 321 1st Ave SE**

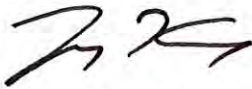
Dear Board Members:

Van Ostrand Fakehany, Derek T & Amy C, owner of the property with the common address 321 1st Ave SE, have requested a variance from the Carmel City Code Section 6-227(a)(4) for the installation of a fence within a portion of the lot which will encroach into those segments of 1st Avenue SE and Elm Street which are contiguous to the Real Estate. 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.

Respectfully,



**Jeremy Kashman, PE**  
City Engineer





### CONSENT TO ENCROACH

THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Van Ostrand Fakehany, Derek T & Amy C, 321 1st Ave SE, Carmel, Hamilton County, Indiana 46032, (individually and collectively, "Owner"), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety

WITNESSETH:

WHEREAS, Owner owns in fee simple certain real estate which is located within the corporate limits of the City of Carmel, Indiana and is more particularly described in Exhibit A (the "Real Estate"), attached hereto and incorporated herein by this reference; and

WHEREAS, the current Owner wishes to install fence on the Real Estate (the "Encroachment)" which will encroach into those segments of 1st Avenue SE and Elm Street (the "Right of Way") which are contiguous to the Real Estate and which are identified on the drawing attached hereto and incorporated herein by reference as Exhibit B (the "Drawing"), in the manner and locations shown on the Drawing; 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

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 Encroachment as City deems necessary, in City's sole discretion 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 Encroachment, the Real Estate, or to Owner
5. Owner agrees and acknowledges that the City's consent to encroach within the Right of Way, as provided in this instrument, regards the City's Right of Way 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 Right of Way.
6. Owner agrees and acknowledges that the Encroachment, as provided in this instrument, does not violate any covenants and restrictions applicable to the Encroachment
7. Owner agrees that the Encroachment will not create standing water and/or other drainage problems that affect the City or adjacent property owners and that, if such problems arise, the City, in its sole discretion, may itself remove or may notify Owner who shall then immediately remove, all or any portion of the Encroachment as is necessary to correct such problems, at Owner's sole cost and expense.
8. Owner agrees that the water flow from the Encroachment shall be directed away from all street travel lanes and that water from the Encroachment shall not be permitted to spray onto, traverse or otherwise come into contact with any travel lanes or paved areas of any street or street intersection.
9. Owner agrees to repair or replace, at Owner's sole cost and expense and to the City's reasonable satisfaction, any utilities or improvements (whether located above, below or on the surface of the Right-of-Way) damaged as a result of the installation, construction, maintenance or operation of the Encroachment.
10. Owner agrees to install identification tape or identification wire on the Encroachment that will allow the City to readily determine the underground location of any Encroachment.
11. Owner agrees not to alter the ground surface elevation within the limits of the Right of Way at any time.
12. Owner agrees to reimburse City for any and all costs and expenses incurred by City to replace or repair any damage to the Right of Way and any improvements located therein caused by the installation, construction, maintenance and/or operation of the Encroachment.
13. Owner agrees to indemnify and hold harmless City, its officers, officials, members, employees, invitees, licensees and agents, (i) from and against any and all losses, liabilities, damages, claims, judgments, attorney fees and costs arising from any bodily injury, death or property damage occurring during the initial installation and during any subsequent use, maintenance or repair of the Encroachment and (ii) for any failure of proper disclosure pursuant to Paragraph 17 hereof.
14. 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.
15. 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.

- 16. This Agreement shall be effective as of the date on which it is last executed by a party hereto.
- 17. 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 Real Estate on and after the effective date of this Agreement.

"OWNER"

PROPERTY OWNER

PROPERTY OWNER

Derek Van Ostrand - Fekelham  
Printed Name

Amy Van Ostrand - Fekelham  
Printed Name

Derek Van Ostrand - Fekelham  
Signature

[Signature]  
Signature

Date: 6/14/23

Date: 6/14/23

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Hamilton )

Before me, a Notary Public in and for said County and State, personally appeared Derek Van Ostrand - Fekelham & Amy Van Ostrand - Fekelham 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 14<sup>th</sup> day of June, 2023.

My Commission Expires:

11/24/2028

NOTARY PUBLIC

Adam P Ruberry

Printed Name

My County of Residence: Hamilton

Adam P Ruberry  
Notary Public - Seal  
State of Indiana  
Hamilton County  
My Commission Expires 11/24/2028  
Commission No. NP0730154

"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



Hamilton County, IN - Property Report for Parcel #: 16-10-30-03-02-013.000

Current Owner [as of June 08, 2023](#)

This information is updated 5 times a week.

PROPERTY ADDRESS:

321 1st Ave SE  
Carmel, IN 46032

DEEDED OWNER

Van Ostrand Fakehany, Derek T & Amy C  
321 1st Ave SE  
Carmel, IN 46032

SUMMARY INFORMATION:

Parcel Number: 16-10-30-03-02-013.000  
State Parcel Number: 29-10-30-302-013.000-018

Legal Description:

Acreege .00 Section 30, Township 18, Range 4 JOHN A PHELPS Lot 9

Section/Township/Range:

30/18/4

Subdivision Name:

JOHN A PHELPS

Subdivision Section:

Not Available

Deeded Acres:

0

Political Township:

Clay

Lot Number(s):

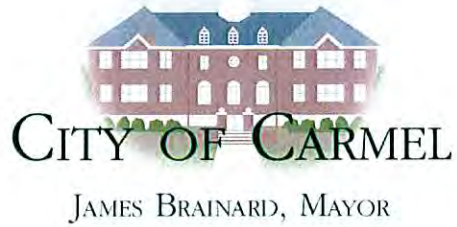
9

Last Recorded Date:

Not Available

**Disclaimer:** This program allows you to view and print certain public records. **Each section reflects information as of a specific date;** so the information provided in different sections or reports may not match. All information has been derived from public records that are constantly undergoing change and is not warranted for content or accuracy. It may not reflect the current information pertaining to the property of interest.





June 13, 2023

Board of Public Works and Safety  
One Civic Square  
Carmel, Indiana 46032

**RE: RIGHT OF WAY DEDICATION – 10534 HUSSEY LANE**

Dear Board Members:

The property owners of the above referenced address have requested the Board approve a Dedication of Public Right of Way.

On behalf of the City of Carmel, I would like to thank the property owners for this Dedication of Right of Way. I recommend the Board accept and sign this document.

Sincerely,

A handwritten signature in black ink, appearing to read "JK", is positioned above the typed name of the signatory.

Jeremy Kashman, P.E.  
City Engineer

ATTACHMENT: DEDICATION DOCUMENTS

**DEDICATION & DEED OF PUBLIC RIGHTS-OF-WAY**

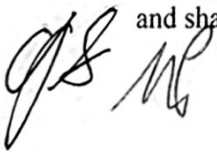
A portion of Tax Parcel No. 17-13-10-00-00-016.001

**THIS INDENTURE WITNESSETH:**

That **Megan Pace and Joshua Smiley** (the "Grantor"), the fee simple owner(s) of the real property depicted and described on the attached Exhibits A & B ("Property") incorporated herein by this reference, which Property is located in the City of Carmel, Hamilton County, State of Indiana, hereby grants, conveys and warrants in fee simple and with no reversionary rights whatsoever retained, all of Grantor's rights, title, and interest in the Property, to the City of Carmel, Indiana, an Indiana municipal corporation ("Grantee"), subject to all existing easements and rights-of-way of record, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

The undersigned represent and warrant that they are the fee simple owners of the Property; that Grantor has full capacity to convey the Property; that they have full authority to execute and deliver this instrument; that they are therefore, fully empowered to convey the Property to the City of Carmel, Indiana, and that on the date of execution of this Dedication and Deed of Public Rights-of-Way, they had full authority to so act; and that all necessary action for the making of this conveyance has been duly taken.

The Grantor assumes and agrees to pay real estate taxes and assessments on the Property for **2023** payable **2024** and all prior years. This obligation shall survive the conveyance of the Property and shall be enforceable by the Grantee in the event of any non-payment.



*[Signature page to follow]*



IN WITNESS WHEREOF, Grantor has executed this Instrument to be effective as of the 31 day of May, 2023.

GRANTOR:

Megan Pace  
Signature

Printed: Megan Pace

Joshua Smiley  
Signature

Printed: Joshua Smiley

STATE OF INDIANA)

COUNTY OF BOONE) SS:

Before me, the undersigned NOTARY PUBLIC, in and for said County and State, personally appeared Joshua Smiley and Megan Pace, who acknowledged executing the foregoing Dedication and Deed of Public Rights-of-Way as their voluntary act and deed.

Witness my hand and Notarial Seal this 31 day of May, 2023.

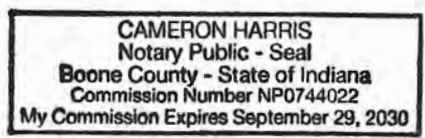
My Commission No./Expiration:  
9-79-30

My County of Residence:  
Boone

Cameron Harris  
Notary Public

Cameron Harris  
Printed

Grantee's Tax Mailing Address  
and after recording return to:  
City of Carmel  
One Civic Square  
Carmel, IN 46032



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each and every Social Security number from this document, unless it is required by law.

Instrument prepared by: Cameron Harris



# City of Carmel

BOARD OF PUBLIC WORKS & SAFETY

## ACCEPTANCE OF DEDICATION & DEED OF PUBLIC RIGHTS-OF-WAY

WHEREAS, the foregoing Grantor having filed with the City of Carmel, Indiana, an Indiana municipal corporation ("City"), its Dedication and Deed of Public Rights-of-Way of certain real property ("Property") to the City for the purpose of establishing City rights-of-way;

WHEREAS, the City believes that said fee simple conveyance of the Property is desirable, necessary and in the City's best interests; and

NOW THEREFORE, the City, by and through its Board of Public Works and Safety, hereby accepts said Dedication and Deed, and orders that the Dedication and Deed of Public Rights-of-Way described herein be recorded in the Recorder's Office of Hamilton County, Indiana, and that the Property be, and the same hereby is, declared open and dedicated to the City.

SO ORDERED: CITY OF CARMEL BOARD OF PUBLIC WORKS & SAFETY

\_\_\_\_\_  
James Brainard, Presiding Officer

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

\_\_\_\_\_  
Mary Ann Burke, Member

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

\_\_\_\_\_  
Lori Watson, Member

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

ATTEST:

\_\_\_\_\_  
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 Dedication & Deed of Public Rights-of-Way on behalf of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this \_ day of \_\_\_\_\_, 20 \_\_\_\_.

My Commission No./Expiration:  
\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Printed Name

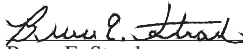
My County of Residence:\_\_\_\_\_

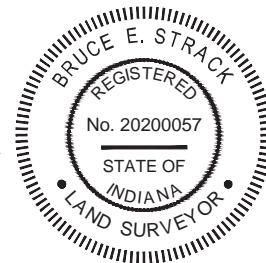
**Right-of-Way Parcel Exhibit A**  
10534 Hussey Lane, Carmel, IN 46032

**LAND DESCRIPTION**

A part of the West Half of the Northeast Quarter of Section 10, Township 17 North, Range 03 East of the Second Principal Meridian, Clay Township, Hamilton County, Indiana. This description prepared by: Bruce E. Strack, Indiana LS 20200057, working for Stoepfelwerth and Associates, Inc. as part of Project 95006STL, being more particularly described as follows:

Commencing at the Northeast corner of said Half-Quarter Section; thence South 00 degrees 21 minutes 31 seconds West, along the East line of said Half-Quarter Section, a distance of 939.40 feet to the Northeast corner of the land described in Instrument Number 2022015333 in the Office of the Recorder of Hamilton County, Indiana, and the POINT OF BEGINNING of this description; thence continuing along said line South 00 degrees 21 minutes 31 seconds West, a distance of 237.97 feet to the Southeast corner of said land; thence North 79 degrees 19 minutes 02 seconds West, along a southerly line of said land, a distance of 39.58 feet; thence North 02 degrees 50 minutes 20 seconds West, a distance of 87.16 feet; thence North 00 degrees 58 minutes 41 seconds East, a distance of 43.12 feet; thence North 00 degrees 23 minutes 52 seconds West, a distance of 18.56 feet; thence North 02 degrees 02 minutes 37 seconds East, a distance of 44.57 feet; thence North 00 degrees 59 minutes 55 seconds East, a distance of 37.34 feet to the North line of the aforementioned land; thence North 89 degrees 58 minutes 22 seconds East, along said line, a distance of 41.85 feet to the Point of Beginning, Containing 0.228 acres, more or less.

  
Bruce E. Strack  
Registered Land Surveyor  
Indiana No. 20200057  
Certified: May 16, 2023

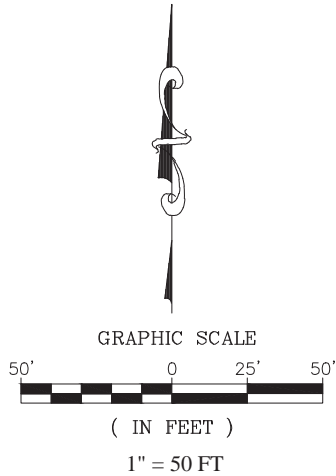
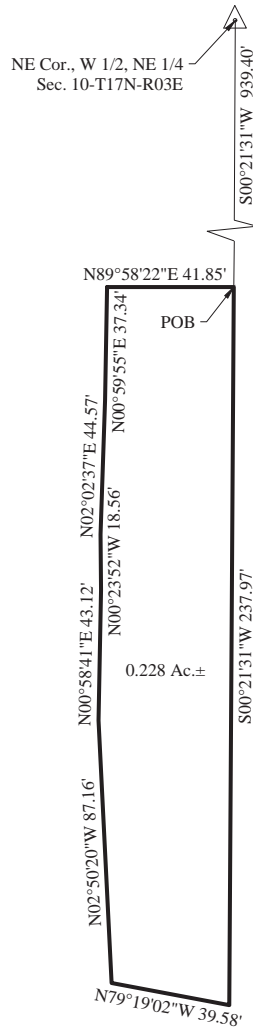


THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY OR A SURVEYOR LOCATION REPORT.

|   |                        |  |
|---|------------------------|--|
| <br><b>S T O E P P E L W E R T H</b><br><hr style="width: 100px; margin: 0 auto;"/> ALWAYS ON<br>7965 East 106th Street, Fishers, IN 46038-2505<br>phone: 317.849.5935 fax: 317.849.5942 | JOB NO. 95006STL       | PAGE<br><br><span style="font-size: 2em; font-weight: bold;">1</span><br><br>OF 2 SHEETS |
|   | DRAWN BY: JAB          |  |
|   | CHECKED BY: BES        |  |
|   | DATE DRAWN: 05/16/2023 |  |
|   | FIELDWORK DATE:        |  |



**Right-of-Way Parcel Exhibit B**  
10534 Hussey Lane, Carmel, IN 46032



*Bruce E. Strack*  
 Bruce E. Strack  
 Registered Land Surveyor  
 Indiana No. 20200057  
 Certified: May 16, 2023



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|   |                        |   |
|---|------------------------|---|
| <br><b>S T O E P P E L W E R T H</b><br><hr/> ALWAYS ON<br>7965 East 106th Street, Fishers, IN 46038-2505<br>phone: 317.849.5935 fax: 317.849.5942 | JOB NO. 95006STL       | PAGE<br><br><b>2</b><br><br>OF 2 SHEETS |
|   | DRAWN BY: JAB          |   |
|   | CHECKED BY: BES        |   |
|   | DATE DRAWN: 05/16/2023 |   |
|   | FIELDWORK DATE:        |   |



JAMES BRAINARD, MAYOR

June 27, 2023

Board of Public Works and Safety  
One Civic Square  
Carmel, Indiana 46032

**RE: GRANT OF PERPETUAL STORM WATER QUALITY MANAGEMENT EASEMENT- 10534 HUSSEY LANE**

Dear Board Members:

The property owners of 10534 Hussey Lane have requested the city accept a Grant of Perpetual Storm Water Quality Management Easement associated with construction of a new private residence.

Attached are the required Grant of Perpetual Storm Water Quality Management Easement documents. The Department of Engineering has reviewed the attached forms and found them sufficient for Board signatures.

Sincerely,

Jeremy Kashman, P.E.  
City Engineer

**Cross Reference to Deed: 2022-015333**

**GRANT OF PERPETUAL STORM WATER QUALITY MANAGEMENT EASEMENT**

APPROVED  
By Jon Oberlander at 9:32 am, Jun 26, 2023

This easement (the “Easement”) is by and between the **Megan Pace and Joshua Smiley**, (the "Grantor") and the City of Carmel, Indiana (the “City”), by and through its Board of Public Works & Safety (the “Grantee”) and shall have as its effective date the later of the date on which Grantor executes this Easement or the date on which Grantee executes this easement;

WITNESSETH THAT:

WHEREAS, Grantor is the owner of the real estate conveyed by the deed identified in the cross reference above (the “Real Estate”);

WHEREAS, Grantor intends to **build a residence with a rain garden** on the Real Estate and, in connection with the construction, development and operation of the private **rain garden**, the City has approved or will approve a Storm Water Management Permit (the “Permit”); and,

WHEREAS, the City requires this Easement in order to verify and require compliance with the terms and conditions of the Permit and all ordinances of the City applicable to storm water drainage and storm water quality management (collectively the “Ordinances”).

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby grants to the Grantee a non-exclusive, perpetual easement on the terms and conditions that follow:

Section 1. Easement Area. The portion of Real Estate on, under and through which this Easement exists is legally described and graphically depicted in what is attached hereto and incorporated herein by reference as Exhibits “A” & “B” in two parts (the “Easement Area”).

Section 2. Storm Water Quality System. Located or to be located within the Easement Area, in the manner and areas specified in the Permit, is certain drainage and storm water quality infrastructure, which may include, without limitation, pervious pavement, manholes, infiltration basins, pipes, and structural and non-structural best management practices (collectively the “Storm Water Quality System”) to be constructed, installed and maintained by Grantor, at Grantor’s expense, in accordance with the Permit and the Ordinances.

Section 3. Purpose of Easement. Grantee shall be and hereby is permitted at all times to enter upon the Easement Area for purposes of (i) accessing, inspecting, examining, monitoring, testing and sampling the Storm Water Quality System, and (ii) identifying and verifying compliance with the requirements of the Permit and the Ordinances.

Section 4. Maintenance and Repair. It shall be Grantor’s obligation to maintain in proper working order and to repair and/or replace the Storm Water Quality System, or parts thereof, such that (i) the effectiveness and performance of the Storm Water Quality System is not

diminished from the capabilities set forth in the Permit and (ii) the Storm Water Quality System remains in compliance with the Permit and the Ordinances.

Section 5. Failure of Storm Water Quality System. In the event that the condition of the Storm Water Quality System or the outflow therefrom violates or fails to comply with the requirements set forth in the Permit and/or any of the Ordinances, Grantee shall have the right, but not the obligation, after providing reasonable notice to Grantor, to perform, at Grantor's expense, such maintenance, repair, modification and/or replacement of the Storm Water Quality System as is necessary to restore compliance with the requirements set forth in the Permit and/or the Ordinances; provided, however, that the performance by Grantee of any such maintenance, repair, modification and/or replacement of the Storm Water Quality System shall under no circumstances relieve Grantor of its responsibility to maintain and operate the Storm Water Quality System, which responsibility shall be continuous and ongoing.

Section 6. Reimbursement of Expenses and Enforcement. Grantor shall reimburse Grantee for costs and expenses incurred by Grantee in the performance of the maintenance, repairs, modifications and/or replacements specified in Section 5 above and, in the event of litigation to recover such expenses, the prevailing party shall be entitled to recover reasonable attorney's fees.

Section 7. Character of Easement. This Easement shall be perpetual and, further, shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Section 8. Use by Grantor and Other Easements. Grantor shall be permitted to use the Easement Area and also to grant other easements within the Easement Area for any purposes which do not impair the Storm Water Quality System and which are not inconsistent or conflicting with this Easement and the Grantee's rights under this Easement.

Section 9. Amendment. This Easement may be amended only by a written instrument signed (i) by then owner of the Real Estate and Board of Public Works & Safety of Carmel, Indiana or its successor or (ii) by an order of a court of competent jurisdiction. In the event that the Real Estate is later redeveloped and, as such, the site plan made the subject of the Permit is revised, then the Grantee and then the owner of the Real Estate shall amend this Easement to reconfigure the Easement Area, accordingly, so that Easement Area is adjusted to and does not conflict with such revised site plan.





**CITY OF CARMEL BOARD OF PUBLIC WORKS & SAFETY**

\_\_\_\_\_  
James Brainard, Mayor

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

\_\_\_\_\_  
Mary Ann Burke, Member

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

\_\_\_\_\_  
Lori Watson, Member

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

ATTEST:

\_\_\_\_\_  
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, a member of the City of Carmel, Indiana Board of Public Works & Safety and acknowledged execution of the foregoing Easement for and on behalf of City of Carmel, Indiana Board of Public Works & Safety.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

Residing in \_\_\_\_\_ County

\_\_\_\_\_  
Printed Name

STATE OF INDIANA        )  
  )SS:  
COUNTY OF HAMILTON    )

Before me, a Notary Public in and for said County and State, personally appeared Mary Ann Burke, a member of the City of Carmel, Board of Public Works & Safety and acknowledged execution of the foregoing Easement for and on behalf of Board of Public Works & Safety.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

Residing in \_\_\_\_\_ County

\_\_\_\_\_  
Printed Name

STATE OF INDIANA        )  
  )SS:  
COUNTY OF HAMILTON    )

Before me, a Notary Public in and for said County and State, personally appeared Lori Watson, a member of the City of Carmel, Board of Public Works & Safety and acknowledged execution of the foregoing Easement for and on behalf of City of Carmel Board of Public Works & Safety.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

Residing in \_\_\_\_\_ County

\_\_\_\_\_  
Printed Name

STATE OF INDIANA        )  
                                  )SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Sue Wolfgang, the Clerk of the City of Carmel, Indiana and acknowledged execution of the foregoing Easement as the Clerk of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

Residing in \_\_\_\_\_ County

\_\_\_\_\_  
Printed Name

Pursuant to IC 36-2-11-15(b)(2), 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, Esq.

Prepared by: Jon Oberlander, Corporation Counsel, One Civic Square, Carmel, IN 46032

Return to: Jeremy Kashman, P.E., City Engineer, One Civic Square, Carmel, IN 46032

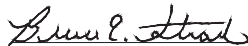


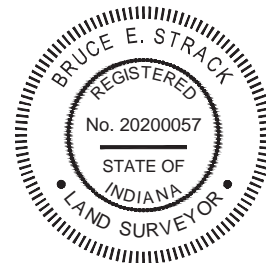
**B.M.P. Easement Exhibit A**  
10534 Hussey Lane, Carmel, IN 46032

**EASEMENT DESCRIPTION**

A part of the West Half of the Northeast Quarter of Section 10, Township 17 North, Range 03 East of the Second Principal Meridian, Clay Township, Hamilton County, Indiana, being more particularly described as follows:

Commencing at the Northeast corner of said Half-Quarter Section; thence South 00 degrees 21 minutes 31 seconds West, along the East line of said Half-Quarter Section, a distance of 939.40 feet to the Northeast corner of the land described in Instrument Number 2022015333 in the Office of the Recorder of Hamilton County, Indiana; thence South 89 degrees 58 minutes 22 seconds West, along the North line of said land, a distance of 41.85 feet; thence South 00 degrees 59 minutes 55 seconds West, a distance of 37.34 feet; thence South 02 degrees 02 minutes 37 seconds West, a distance of 32.85 feet to the POINT OF BEGINNING of this description; thence continuing along said line South 02 degrees 02 minutes 37 seconds West, a distance of 11.72 feet; thence South 00 degrees 23 minutes 52 seconds East, a distance of 18.56 feet; thence South 00 degrees 58 minutes 41 seconds West, a distance of 43.12 feet; thence South 02 degrees 50 minutes 20 seconds East, a distance of 0.99 feet to a point on a non-tangent curve concave northwesterly, the radius point of which bears North 88 degrees 07 minutes 32 seconds West, a distance of 23.00 feet from said point; thence southwesterly along said curve, an arc length of 31.56 feet to a point on said curve, said point being South 09 degrees 30 minutes 38 seconds East, a distance of 23.00 feet from the radius point of said curve, said point also being the point of compound curvature of a curve concave northerly, the radius point of which bears North 09 degrees 30 minutes 38 seconds West, a distance of 65.00 feet from said point; thence westerly along said curve, an arc length of 52.35 feet to a point on said curve, said point being South 36 degrees 38 minutes 14 seconds West, a distance of 65.00 feet from the radius point of said curve, said point also being the point of compound curvature of a curve concave northeasterly, the radius point of which bears North 36 degrees 38 minutes 14 seconds East, a distance of 23.00 feet from said point; thence northwesterly along said curve, an arc length of 23.12 feet to a point on said curve, said point being North 85 degrees 46 minutes 43 seconds West, a distance of 23.00 feet from the radius point of said curve, said point also being the point of compound curvature of a curve concave easterly, the radius point of which bears South 85 degrees 46 minutes 43 seconds East, a distance of 95.00 feet from said point; thence northerly along said curve, an arc length of 51.01 feet to a point on said curve, said point being North 55 degrees 00 minutes 59 seconds West, a distance of 95.00 feet from the radius point of said curve; thence North 34 degrees 59 minutes 01 seconds East, a distance of 25.35 feet to a point on a curve concave southerly, the radius point of which bears South 55 degrees 00 minutes 59 seconds East, a distance of 27.54 feet from said point; thence easterly along said curve, an arc length of 57.55 feet to a point on said curve, said point being North 64 degrees 43 minutes 32 seconds East, a distance of 27.54 feet from the radius point of said curve to the Point of Beginning, Containing 0.162 acres, more or less.

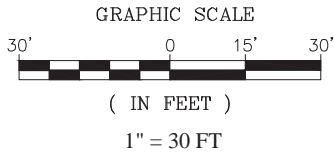
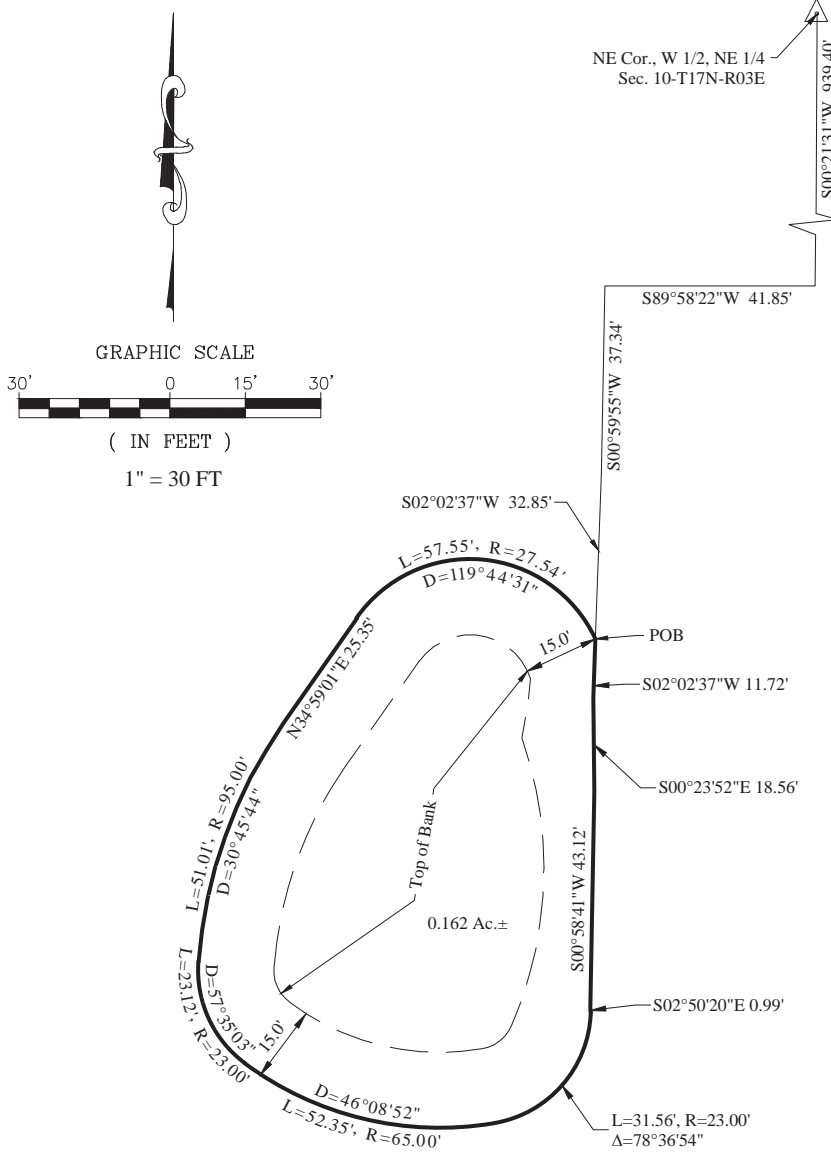
  
Bruce E. Strack  
Registered Land Surveyor  
Indiana No. 20200057  
Certified: May 16, 2023



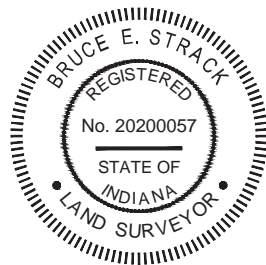
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|   |                        |             |
|---|------------------------|-------------|
| <br><b>S T O E P P E L W E R T H</b><br><hr style="width: 100px; margin: 0 auto;"/> ALWAYS ON<br>7965 East 106th Street, Fishers, IN 46038-2505<br>phone: 317.849.5935 fax: 317.849.5942 | JOB NO. 95006STL       | PAGE        |
|   | DRAWN BY: JAB          | <b>1</b>    |
|   | CHECKED BY: BES        |             |
|   | DATE DRAWN: 05/16/2023 |             |
|   | FIELDWORK DATE:        | OF 2 SHEETS |

**B.M.P. Easement Exhibit B**  
 10534 Hussey Lane, Carmel, IN 46032

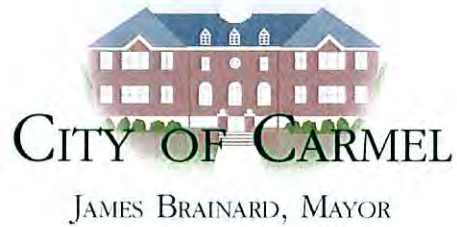


*Bruce E. Strack*  
 Bruce E. Strack  
 Registered Land Surveyor  
 Indiana No. 20200057  
 Certified: May 16, 2023



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|   |                        |      |
|---|------------------------|------|
| <br><b>STOEPPELWERTH</b><br>ALWAYS ON<br>7965 East 106th Street, Fishers, IN 46038-2505<br>phone: 317.849.5935 fax: 317.849.5942 | JOB NO. 95006STL       | PAGE |
|   | DRAWN BY: JAB          | 2    |
|   | CHECKED BY: BES        |      |
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|   | FIELDWORK DATE:        |      |
|   | OF 2 SHEETS            |      |



June 27, 2023

Board of Public Works and Safety  
One Civic Square  
Carmel, Indiana 46032

**RE: GRANT OF WATER QUALITY PRESERVATION EASEMENT- 10534 HUSSEY LANE**

Dear Board Members:

The property owners at 10534 Hussey Lane have requested the city accept a Grant of Water Quality Preservation Easement associated with construction of a new residence.

Attached are the required easement documents. The Department of Engineering has reviewed the attached forms and found them sufficient for Board signatures.

Sincerely,

A handwritten signature in black ink, appearing to read "JK", is written over a faint, illegible background.

Jeremy Kashman, P.E.  
City Engineer

Cross Reference to Prior Deed of Record: Instrument No. 2022-015333, in the Hamilton County, Indiana Recorder's Office

## WATER QUALITY PRESERVATION EASEMENT

APPROVED  
By Jon Oberlander at 9:33 am, Jun 26, 2023

This easement (the "Easement") is by and between **Megan Pace and Joshua Smiley** (the "Grantor") and the City of Carmel, Indiana (the "City"), by and through its Board of Public Works & Safety (the "Grantee") and shall have as its effective date the later of the date on which Grantor executes this Easement or the date on which Grantee executes this easement;

### RECITALS

A. Grantor is the owner of the real estate conveyed by the deed identified in the cross reference above abutting or containing a stream (the "Grantor Parcel") located in Hamilton County, Indiana.

B. Per City of Carmel Unified Development Ordinance, Section 7.10(F) Easement Standards, Water Quality Preservation Easements, as may be amended from time to time, Grantor is required to establish a Water Quality Preservation Easement (the "Easement") in favor of the City, in connection with Grantor's **creation of additional floodplain storage and to encompass the 1% chance (100 year) floodplain** (the "Project"). The required Easement is over a portion of the Grantor Parcel (herein referred to as the "Easement Area"), and is more particularly described and depicted as follows:

See Exhibits A & B attached hereto and incorporated herein by this reference.

NOW, THEREFORE, in consideration of the foregoing recitals, all of which are incorporated herein by this reference, and of the grants of easements and the mutual promises and covenants set forth herein, the parties hereto agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive, perpetual easement over, under, through, across and upon the Easement Area for the purpose of water quality preservation in and around a natural stream contained on the Grantor Parcel (the "Easement").

2. Grantor Obligations. This Easement is hereby designated and restricted as a "no-build," "no-disturb" zone, and no man-made structures, changes in grade, plant material installation, or hardscape features shall be constructed or placed on or in the Easement Area, excluding plant material permitted by the Department of Community Services Director or his/her designee. Turf grass shall not be planted or maintained in this Easement, nor shall fertilizer, herbicide or insecticide of any type be applied. Native plants shall be maintained. Up to ten percent (10%) of the entire boundary with the stream may be managed such that access can be gained to the water's edge. However, no man-made materials, gravel, sand, or turf grass shall be used to provide that access. Stepping stones, or mowed/trimmed native grasses may be used when approved by the Department of Community Services Director or his/her designee. Grantor shall



make adequate provision for the proper drainage of surface water over and across Easement Area and surrounding area.

The Grantor shall further comply with all applicable federal, state, and local water quality preservation and environmental requirements, rules and regulations.

3. Maintenance and Restoration of Easement Area. Subject to the terms described in Paragraph 2 herein, during and after construction, Grantor or its successors, heirs or assigns, including any established Homeowners Associations or similar entities, shall restore the Easement Area, to the extent practicable, to the condition as existed prior to the commencement of the Project, or maintenance, repair, or replacement thereto. In the event the Grantee, its employees, or contractors are required to come upon the real estate contained in the Easement Area to replace, restore, or clear any damage, deterioration, debris or other obstacles contained therein, the Grantee shall only be liable to restore the Grantor's real estate to its previous grade, and to reseed and undertake erosion control measures as are required by 327 IAC 15-5, as amended. Grantor shall allow access to the Easement Area and surrounding area for any required maintenance, repair, replacement, service and updates.

4. Rights Retained by Grantor. Grantor shall retain unto itself, and its grantees, heirs, successors and assigns, and all others to whom Grantor may grant rights or easements, the right to use the Easement Area for any and all purposes and uses not inconsistent with the foregoing Easement and/or Grantee's rights and privileges thereunder.

5. Easement and Covenants Appurtenant. The Easement granted, established and made herein, together with the benefits and privileges thereof, shall run with the Grantor Parcel and inure to the benefit of Grantee and its grantees, successors and assigns. The Easement granted, established and made herein, together with the burdens thereof, shall run with and bind the Grantor Parcel, and shall bind Grantor and its grantees, successors and assigns. All covenants and agreements of the Grantor and Grantee hereunder, together with the benefits and burdens thereof, shall be deemed to be real covenants which touch and concern the Easement Area and the Grantor Parcel, as applicable, shall run with the Easement Area and the Grantor Parcel, and shall inure to the benefit of and be binding upon Grantor and Grantee, as applicable, and their respective grantees, successors and assigns. All covenants and agreements hereunder may be enforced by an action for specific performance, and in the event that a party breaches any such covenant or agreement, the other party may further exercise any remedy available hereunder, at law or in equity, and recover from the breaching party all amounts expended in connection with exercising any such remedy (including without limitation, court costs and reasonable attorneys' fees).

6. Environmental Matters. The Grantor covenants and represents that to the best of its knowledge, information and belief, that the Grantor Parcel is not presently the subject of, nor under the threat of, any federal, state or local environmentally related lien, proceeding, claim, liability or action. The Grantor agrees that, as between the Grantor and the Grantee, the acceptance of this Agreement by the Grantee shall not increase the liability of the Grantee for environmentally related claims arising from or related to conditions on the Grantor Parcel prior to the acceptance of this Agreement.

7. Jurisdiction. The Grantor and the Grantor agree that any litigation associated with or arising from this Agreement shall be filed with a court of competent jurisdiction within the State of Indiana.

8. Other Obligations. The Grantor agrees that this Agreement shall not transfer to the Grantee any past, present or future obligation(s) of the Grantor to be responsible for, or to pay, any tax, assessment, or fee whatsoever that is associated with or related to the Grantor Parcel.

9. Amendment. The Grantor and the Grantee agree that this Agreement shall only be modified or released by the express, written consent of both the Grantor and the Grantee. Said consent, when duly recorded, shall run with the real estate.

10. Complete Understanding. The Grantor and the Grantee agree that this Agreement, and the documents incorporated herein, represent the entire understanding between the Grantor and the Grantee as regards the subject matter hereof.

11. Governing Law. 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.

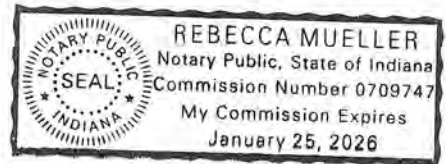
IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the date first written above.

GRANTOR

By: M Pace  
Printed: Megan Pace  
Title: Grantor

By: Joshua Smiley  
Printed: Joshua Smiley  
Title: grantor

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON)



Before me, the undersigned NOTARY PUBLIC, in and for said County and State, personally appeared Megan Pace and Josh Smiley, acknowledged the truth and accuracy of the representations made herein and the execution of the foregoing Agreement.

Witness my hand and Notarial Seal this 2 day of June, 2023

My Commission No./Expiration:  
0709747 1/25/26

My County of Residence:  
Hamilton  
GRANTEE

Rebecca Mueller  
Notary Public  
Rebecca Mueller  
Printed



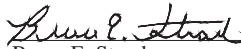
# Water Quality Easement Exhibit A

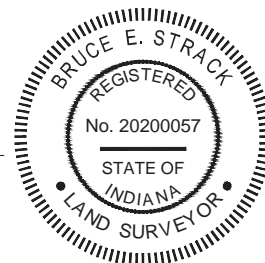
10534 Hussey Lane, Carmel, IN 46032

**EASEMENT DESCRIPTION**

A part of the West Half of the Northeast Quarter of Section 10, Township 17 North, Range 03 East of the Second Principal Meridian, Clay Township, Hamilton County, Indiana, being more particularly described as follows:

Commencing at the Northeast corner of said Half-Quarter Section; thence South 00 degrees 21 minutes 31 seconds West, along the East line of said Half-Quarter Section, a distance of 1167.30 feet to the POINT OF BEGINNING of this description; thence continuing along said line South 00 degrees 21 minutes 31 seconds West, a distance of 10.07 feet to the Southeast corner of the land described in Instrument Number 2022015333 in the Office of the Recorder of Hamilton County, Indiana; thence with the lines of said land the following 9 courses and distances: 1) North 79 degrees 19 minutes 02 seconds West, a distance of 52.47 feet; 2) thence South 79 degrees 30 minutes 50 seconds West, a distance of 39.43 feet; 3) thence North 65 degrees 07 minutes 55 seconds West, a distance of 122.19 feet; 4) thence South 89 degrees 49 minutes 28 seconds West, a distance of 155.24 feet; 5) thence South 32 degrees 19 minutes 38 seconds West, a distance of 24.80 feet; 6) thence North 44 degrees 52 minutes 10 seconds West, a distance of 52.12 feet; 7) thence North 83 degrees 42 minutes 59 seconds West, a distance of 43.33 feet; 8) thence North 00 degrees 21 minutes 31 seconds East, a distance of 163.57 feet; 9) thence North 89 degrees 58 minutes 22 seconds East, a distance of 124.29 feet; thence South 00 degrees 01 minute 38 seconds East, a distance of 20.00 feet; thence South 89 degrees 58 minutes 22 seconds West, a distance of 32.21 feet; thence South 49 degrees 45 minutes 50 seconds West, a distance of 4.63 feet; thence South 00 degrees 21 minutes 31 seconds West, a distance of 62.30 feet; thence South 41 degrees 26 minutes 34 seconds East, a distance of 10.22 feet to a point on a non-tangent curve concave northeasterly, the radius point of which bears South 87 degrees 37 minutes 51 seconds East, a distance of 14.23 feet from said point; thence southeasterly along said curve, an arc length of 22.71 feet to a point on said curve, said point being South 00 degrees 58 minutes 31 seconds West, a distance of 14.23 feet from the radius point of said curve; thence South 88 degrees 10 minutes 12 seconds East, a distance of 67.72 feet; thence South 65 degrees 07 minutes 22 seconds East, a distance of 14.30 feet; thence South 42 degrees 02 minutes 24 seconds East, a distance of 9.46 feet; thence South 33 degrees 05 minutes 55 seconds West, a distance of 3.49 feet; thence South 75 degrees 42 minutes 53 seconds East, a distance of 11.23 feet; thence North 85 degrees 57 minutes 19 seconds East, a distance of 27.65 feet; thence South 84 degrees 07 minutes 44 seconds East, a distance of 37.37 feet; thence South 49 degrees 41 minutes 19 seconds East, a distance of 26.07 feet; thence South 63 degrees 59 minutes 34 seconds East, a distance of 11.77 feet; thence South 30 degrees 46 minutes 01 seconds East, a distance of 30.59 feet; thence South 84 degrees 54 minutes 51 seconds East, a distance of 22.99 feet to a point on a non-tangent curve concave northerly, the radius point of which bears North 34 degrees 01 minute 19 seconds East, a distance of 55.21 feet from said point; thence easterly along said curve, an arc length of 45.94 feet to a point on said curve, said point being South 13 degrees 39 minutes 18 seconds East, a distance of 55.21 feet from the radius point of said curve; thence North 76 degrees 20 minutes 42 seconds East, a distance of 15.36 feet; thence South 44 degrees 53 minutes 56 seconds East, a distance of 12.13 feet; thence South 33 degrees 27 minutes 22 seconds East, a distance of 29.96 feet; thence South 09 degrees 09 minutes 49 seconds East, a distance of 4.30 feet; thence South 50 degrees 53 minutes 47 seconds East, a distance of 8.30 feet; thence South 88 degrees 02 minutes 34 seconds East, a distance of 17.51 feet; thence North 51 degrees 11 minutes 47 seconds East, a distance of 1.77 feet to the Point of Beginning, Containing 0.824 acres, more or less.

  
 Bruce E. Strack  
 Registered Land Surveyor  
 Indiana No. 20200057  
 Certified: May 16, 2023



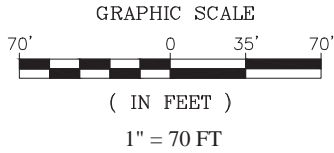
THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY OR A SURVEYOR LOCATION REPORT.

|   |                        |             |
|---|------------------------|-------------|
|  <p style="font-size: 24px; font-weight: bold; letter-spacing: 0.5em;">S T O E P P E L W E R T H</p> <p style="font-size: 12px; font-weight: bold; letter-spacing: 0.5em;">A L W A Y S O N</p> <p style="font-size: 10px;">7965 East 106th Street, Fishers, IN 46038-2505<br/>       phone: 317.849.5935 fax: 317.849.5942</p> | JOB NO. 95006STL       | PAGE        |
|   | DRAWN BY: JAB          | 1           |
|   | CHECKED BY: BES        |             |
|   | DATE DRAWN: 05/16/2023 |             |
|   | FIELDWORK DATE:        | OF 2 SHEETS |

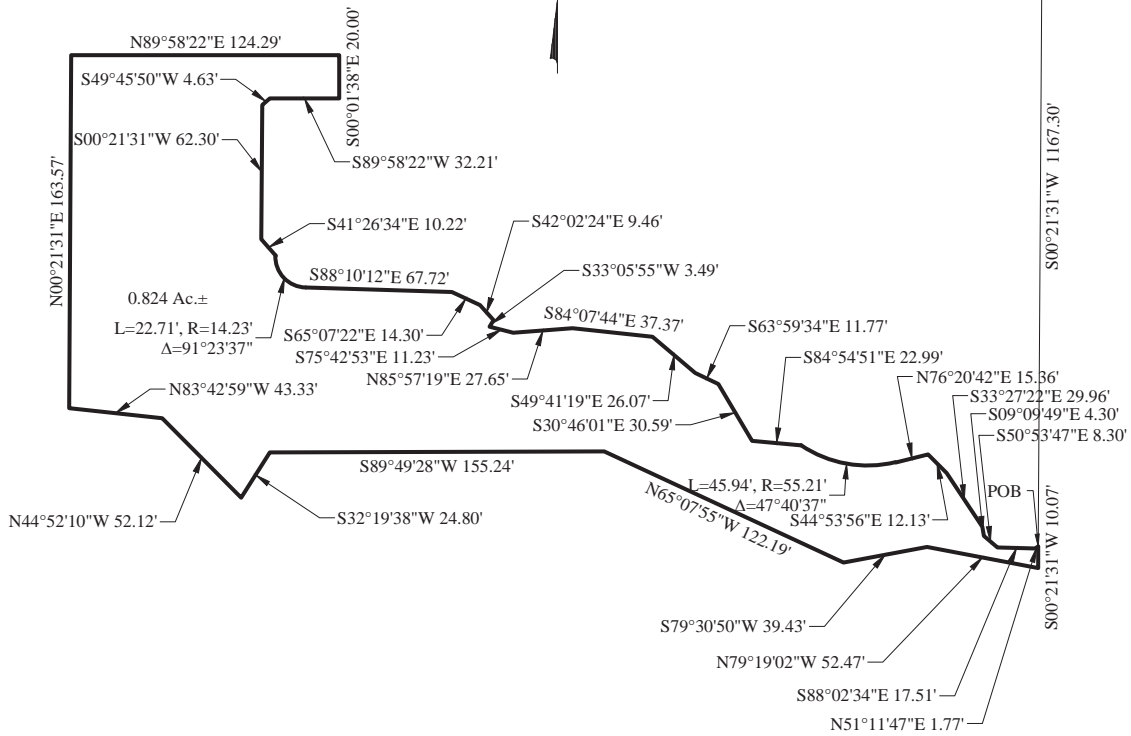


# Water Quality Easement Exhibit B

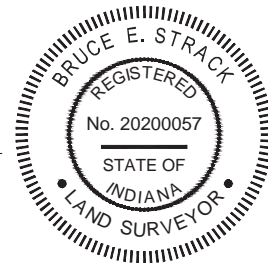
10534 Hussey Lane, Carmel, IN 46032



NE Cor., W 1/2, NE 1/4  
Sec. 10-T17N-R03E



*Bruce E. Strack*  
Bruce E. Strack  
Registered Land Surveyor  
Indiana No. 20200057  
Certified: May 16, 2023



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|  |                        |             |
|--|------------------------|-------------|
| <br><b>STOEPPELWERTH</b><br>ALWAYS ON<br>7965 East 106th Street, Fishers, IN 46038-2505<br>phone: 317.849.5935 fax: 317.849.5942 | JOB NO. 95006STL       | PAGE        |
|  | DRAWN BY: JAB          | 2           |
|  | CHECKED BY: BES        | OF 2 SHEETS |
|  | DATE DRAWN: 05/16/2023 |             |
|  | FIELDWORK DATE:        |             |



June 27, 2023

Board of Public Works and Safety  
One Civic Square  
Carmel, Indiana 46032

**RE: PARKING AND SIDEWALK RESTRICTIONS-MIDTOWN FLATS-591 MONON BLVD**

Dear Board Members:

Malachi Johnson with JC Hart is requesting approval for restrictions to on street parking and sidewalk to facilitate replacement of windows and doors at the Midtown Flats Apartments located at 591 Monon Blvd (exhibit attached). Scaffolding will be erected adjacent to the building with a canopy that allows pedestrians to walk underneath. Additionally, on street parking restrictions will be needed at the beginning and end of the project to allow loading and unloading of equipment and materials. Work is scheduled to begin July 17<sup>th</sup> and last up to 2 months.

The Department of Engineering recommends that the Board approve the requested lane restriction 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).
- Petitioner agrees to post proper lane restriction signage during the duration of the work. Traffic shall be maintained at all times during the restrictions.
- 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.
- 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 a sidewalk.
- 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,

A handwritten signature in black ink, appearing to read "JK", with a horizontal line extending to the right.

Jeremy Kashman, P.E.  
City Engineer







June 28, 2023

Board of Public Works and Safety  
One Civic Square  
Carmel, Indiana 46032

**RE: SANCTUARY AT 116<sup>TH</sup> SECTION 3, LOTS 106-108 - REPLAT**

Dear Board Members:

Duane Sharrer, P.E., with Weihe Engineers has requested the replat of Sanctuary at 116<sup>th</sup> Street Section 3, Lots 106-108 be placed on the Board of Public Works and Safety agenda for approval and signatures.

The plat has been reviewed and signed by the Department of Community Services and reviewed by the Department of Engineering with approval. Therefore, I recommend the Board approve and sign this plat.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Kashman", is written over a light blue horizontal line.

Jeremy Kashman, P.E.  
City Engineer

ATTACHMENT: MYLAR PLAT