

**Board of Public Works and Safety Meeting**  
**AGENDA**  
**Wednesday, December 7, 2016 – 10:00 a.m.**  
**Council Chambers City Hall One Civic Square**

**MEETING CALLED TO ORDER**

**1. MINUTES**

- a. **Minutes from the November 16, 2016, Regular Meeting**

**2. BID/QUOTE OPENINGS AND AWARDS**

- a. **Bid Award for City-Wide Residential Solid Waste, Yard Waste, Recycling Collection and Disposal;** John Duffy, Director of Department of Utilities
- b. **Bid Opening for Common Council Chambers Audio/Visual Equipment Update;** Ronald E. Carter, Council President

**3. CONTRACTS**

- a. **Request for Purchase of Goods and Services American Structurepoint, Inc.; (\$7,676.00); 106<sup>th</sup> Street Bridge Over Keystone Parkway Damage; Additional Services #23;** Jeremy Kashman, City Engineer
- b. **Request for Purchase of Goods and Services; CrossRoad Engineers, P.C.; (\$16,000.00); Small Structure Replacement and Culvert Lining – Additional Submittals and Bidding Phases; Additional Services #13b;** Jeremy Kashman, City Engineer
- c. **Request for Purchase of Goods and Services; HWC Engineering; (\$68,000.00); Carmel Drive and AAA Way Road and Drainage Improvements; Additional Services #3;** Jeremy Kashman, City Engineer
- d. **Request for Purchase of Goods and Services; Remenschneider Associates, Inc.; (\$17,750.00); Roundabout and Median Enhancements – River Road;** Jeremy Kashman, City Engineer
- e. **Request for Purchase of Goods and Services; Rundell Ernstberger Associates, Inc.; (\$110,450.00); Hazel Dell Parkway and Keystone Parkway Roundabout Landscape Design; Additional Services #1;** Jeremy Kashman, City Engineer
- f. **Request for Purchase of Goods and Services; Brown Equipment Co., Inc.; (\$228,875.00); 2017 Johnston Sweeper;** Dave Huffman, Street Commissioner
- g. **Request for Purchase of Goods and Services; Vive Exterior Design, LLC; (\$42,900.00); Snow Removal at Various Locations; Additional Services #1;** Dave Huffman, Street Commissioner

- h. **Request for Purchase of Goods and Services; Vive Exterior Design, LLC; (\$38,500.00); Snow Removal at Various Locations; Additional Services #2; Dave Huffman, Street Commissioner**
- i. **Request for Purchase of Goods and Services; Engle's Tree Moving & Landscaping, Inc.; (\$44,000.00); Snow Removal at Various Locations; Additional Services #1; Dave Huffman, Street Commissioner**
- j. **Request for Purchase of Goods and Services; U.S. Department of the Interior; (\$4,470.00); Water Resource Investigations @ Williams Creek at 96<sup>th</sup> Street; Jeremy Kashman, City Engineer**
- k. **Request for Purchase of Goods and Services; Bartlett Tree Experts; (\$15,000.00); Tree Removal and Landscape Maintenance; Additional Services #1; Mike Hollibaugh, Director of Department of Community Services**
- l. **Resolution No. BPW 12-05-16-01; A Resolution of the City of Carmel Board of Public Works Acknowledging Receipt of Contract; Duke Energy Indiana, LLC; Underground Electric Facilities Project; Memorandum of Understanding; Mayor James Brainard**
- m. **Request for Purchase of Goods and Services; Virgin Pulse; (\$43,000.00); Application Service Provider Agreement; Barb Lamb, Director of Human Resources**
- n. **Request for Purchase of Goods and Services; Rieth-Riley; (\$22,333.32); Pennsylvania & City Center RAB; Change Order #1; Jeremy Kashman, City Engineer**
- o. **Request for Purchase of Goods and Services; E&B Paving; (\$2,476.87); 136<sup>th</sup> & Carey RAB; Change Order #7; Jeremy Kashman, City Engineer**
- p. **Request for Purchase of Goods and Services; E&B Paving; (\$6,250.00); Hawthorne & Carey Road; Change Order #8; Jeremy Kashman, City Engineer**
- q. **Request for Purchase of Goods and Services; MCSP; (\$0); Small Structure Pipe Lining Culverts SW-16-06; Change Order #1; Jeremy Kashman, City Engineer**

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

- a. **Request to Use City Green and Adjacent Sidewalks/Tarkington Parking Garage; Annual HOA Meeting; Every Saturday from May 6, 2017 – September 30, 2017; 6:00 a.m. – 1:00 p.m.; Ronald Carter, President of the Carmel Farmers Market**
- b. **Request to Close City Streets (9:00 a.m. – 7 p.m.; September 17, 2017)/to Use Parking Garage of Indiana Design Center (10 p.m. – 6 p.m.; September 16 – September 17, 2017; Carmel Porchfest; Ronald Carter, Porchfest Committee**
- c. **Request to Use Caucus Room; Board Meeting; 2<sup>nd</sup> Tuesday of Every Month Starting April 2017; 6:00 p.m. – 7:00 p.m.; Dawn Fraley, Carmel International Arts Festival**
- d. **Request to Use Gazebo; Community Fitness Event; December 11, 2016; 1:00 p.m. – 3:30 p.m.; Kasidee Karsten, Lululemon Athletica Keystone**

#### **5. OTHER**

- a. **Request for Perpetual Storm Water Quality Management Easement; Carmel Clay Municipal Building Corporation;** Jeremy Kashman, City Engineer
- b. **Request for Perpetual Storm Water Quality Management Easement; Trails at Avian Glen Community Association, Inc.;** Jeremy Kashman, City Engineer
- c. **Request for Intermittent Lane Restrictions; 96<sup>th</sup> & Priority;** Jim Duvall. IPL
- d. **Request for Lane Closure; 401 Autumn Drive to 461 Autumn Drive;** Dan Vernon, Green Arbor Trees Experts
- e. **Request for Lane Closure/Sidewalk Closure; 11960 Rangeline Road;** Steven, Krebs, AT&T
- f. **Request for Open Cut/Lane Restriction; 2<sup>nd</sup> Street SW – 2<sup>nd</sup> Avenue SW – 3<sup>rd</sup> Avenue SW;** Brian Harger, Vectren
- g. **Request for Funding Agreement Approval; Auman Newark Neighborhood Improvements Phase III;** Jeremy Kashman, City Engineer
- h. **Request for Final Plat Approval; The Meadows at the Legacy –Section Six;** Brett Huff, Stoepplewerth
- i. **Request for Secondary Re-Plat Approval; Grand and Main Lots 1601 Through 1606;** Michael J. Smith, Structurepoint
- j. **Request for Re-Plat Approval; Spring Lake Estates Lots 28-29;** Dennis Olmstead, Stoepplewerth
- k. **Request for Right of Entry; Carmeltown, Inc. – Common Area; Drainage Improvements;** Chris Ogg, Assistant City Engineer
- l. **Request for Right of Entry; Crooked Stick Golf Course; Crooked Stick Golf Course Drainage Improvements;** Chris Ogg, Assistant City Engineer
- m. **Request for Variance; 4721 Wellswood Bend;** Matthew & LaDonna Neuhaus, Homeowners
- n. **Request for Variance; 1636 Nordland Drive;** Ashley Evans Shelton, Homeowner
- o. **Request for Variance; 11590 Meridian Street North;** REI Real Estate Services, Property Owner
- p. **Request for Variance; 14369 Oak Ridge Court;** Kyle & Susan Saylor, Homeowners
- q. **Request for Consent to Encroach; 4721 Wellswood Bend;** Matthew & LaDonna Neuhaus, Homeowners
- r. **Request for Consent to Encroach; 1636 Nordland Drive;** Ashley Evans Shelton, Homeowner
- s. **Request for Consent to Encroach; 11590 Meridian Street North;** REI Real Estate Services, Property Owner
- t. **Request for Consent to Encroach; 14369 Oak Ridge Court;** Kyle & Susan Saylor, Homeowners

## 6. ADJOURNMENT

**Board of Public Works and Safety Meeting  
Minutes  
Wednesday, November 16, 2016 – 10:00 a.m.  
Council Chambers City Hall One Civic Square**

**MEETING CALLED TO ORDER**

*Mayor Brainard called the meeting to order at 10:01 a.m.*

**MEMBERS PRESENT**

*Mayor James Brainard , Board Members Mary Ann Burke and Lori Watson, Clerk-Treasurer Christine Pauley, and Deputy Clerk Jacob Quinn*

**MINUTES**

*Minutes for the November 2, 2016, Regular Meeting were approved 3-0*

**PERFORMANCE RELEASES**

*Resolution BPW-11-16-16-01; The Preserve at Bear Creek; Streets/Curbs/Path; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Resolution BPW-11-16-16-02; Lakeside Apartments; Mass Grading; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

**CONTRACTS**

*Request for Purchase of Goods and Services; CrossRoad Engineers, P.C.; (\$150,000.00); 2016 Storm Water Bond Construction Inspection Services; Additional Services #6A; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request for Purchase of Goods and Services; Pearson Ford, Inc.; (\$22,483.00); Engineering Vehicle Lease; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request for Purchase of Goods and Services; United Consulting; (\$527,700.00); Carmel Bridge Replacements; Additional Services #7; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request for Purchase of Goods and Services; Woolpert, Inc.; (\$128,800.00); Cityworks AMS Implementation; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request for Purchase of Goods and Services; E&B Paving; (\$33,171.55 Total Increase); 136<sup>th</sup> & Carey RAB Project #16-ENG-26; Change Orders #1 - 6; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request for Purchase of Goods and Services; Indiana Department of Transportation; (3 Annual \$2,850,000 Payments); Intersection Improvement and Interchange; 96<sup>th</sup> Street and Keystone Parkway, Carmel, Indiana; Local Public Agency Exchange Contract. Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

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

*Request to Use City Streets; 5k/2k Walk/Run; October 28, 2017; 7:00 a.m. – 10:00 a.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request to Use Caucus Rooms; Annual HOA Meeting; October 26, 2017; 5:30 p.m. – 9:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request to Use Gazebo; KOI Show; September 14-17, 2017; 9:00 a.m. – 5:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request to Use City Streets; 5k Fundraiser; June 10, 2017; 5:00 p.m. – 8:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

### **OTHER**

*Request for Recreational Pathway Closure/Removal; 11610 North College Avenue; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request for Right of Way Vacation; Platted alley – Ira Mendenhall’s Addition; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request for Temporary Construction License Agreement; Spring Mill Rd. 111<sup>th</sup> to Main; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request for Variance; 13180 Regina Drive; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

*Request for Consent to Encroach; 13180 Regina Drive; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

### **ADJOURNMENT**

*Mayor Brainard adjourned the meeting at 10:05 a.m.*

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*Christine S. Pauley – Clerk-Treasurer*

*Approved*

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*Mayor James Brainard*

**ATTEST:**

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*Christine S. Pauley - Clerk-Treasurer*



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

THIS AMENDMENT TO THE GOODS AND SERVICES AGREEMENT ("Agreement") entered into by and between the City of Carmel and American Structurepoint, Inc. (the "Vendor"), as City Contract dated April 6, 2016 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

CITY OF CARMEL, INDIANA

American Structurepoint, Inc.

by and through its Board of Public  
Works and Safety

By:

By:

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

\_\_\_\_\_  
*David A. Day*  
Authorized Signature

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

\_\_\_\_\_  
David A. Day, PE  
Printed Name

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

\_\_\_\_\_  
Senior Project Manager  
Title

ATTEST:

FID/TIN: 35-1127317

Last Four of SSN if Sole Proprietor: \_\_\_\_\_

\_\_\_\_\_  
Christine Pauley, Clerk-Treasurer  
Date: \_\_\_\_\_

Date: November 17, 2016



AMERICAN  
**STRUCTUREPOINT**  
INC.

November 2, 2016

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

Re: 106<sup>th</sup> Street over Keystone Parkway Collision Damage

Dear Mr. Kashman:

On behalf of American Structurepoint, Inc., I am pleased to submit this proposal for the design and engineering plans for the inspection and repair of the 106<sup>th</sup> Street bridge over Keystone Parkway. The bridge was hit by an illegal height vehicle on October 15, 2016.

The professional services include emergency inspection, design and plans, assistance with the bidding documents, and answering construction questions. The professional services included in the fee do not include construction inspection, utility coordination, formal contract book, or a pre-construction meeting, as our understanding is that these services will be added to the existing contract.

Upon receiving notice to proceed from the City of Carmel, American Structurepoint will complete the above-described services and any necessary contract documents for the project for a lump-sum fee of \$7,676. Invoices will be forwarded to the City of Carmel on a monthly basis, in accordance with our original contract.

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

Very truly yours,  
American Structurepoint, Inc.

  
David A. Day, PE  
Senior Project Manager

Attachment

DAD:abm

EXHIBIT

A  
1 of 2

**AMERICAN STRUCTUREPOINT, INC.**

**MANHOOR JUSTIFICATION**

PROJECT: Keystone Avenue Bridge Collision Damage  
BRIDGE FILE NUMBER: 106th Street

Scope of Work: Collision Damage Repair

Date: 11/2/2016

WORK CLASSIFICATION	ESTIMATED TIME					TOTAL
	Principal	Project Manager	Project Engineer	Staff Engineer	Senior Technician	
Project Research and Setup	1	3				
Field Inspection	2	2				
Repair Design (106th Street)	1	6	6			
Repair Details (106th Street)		2	4		4	
Preliminary Quantities			1	2		
Preliminary Engineer's Estimate		1	1			
Bid Documents		2	4			
Construction Questions		2				
<b>TOTAL HOURS</b>	<b>4</b>	<b>18</b>	<b>16</b>	<b>2</b>	<b>4</b>	
Hourly Rates	\$ 250.00	\$ 200.00	\$ 145.00	\$ 95.00	\$ 135.00	
<b>SALARY COST</b>	<b>\$ 1,000.00</b>	<b>\$ 3,600.00</b>	<b>\$ 2,320.00</b>	<b>\$ 190.00</b>	<b>\$ 540.00</b>	<b>\$ 7,650.00</b>
<b>DIRECT COSTS</b>						<b>\$26.40</b>
<b>TOTAL FEE</b>						<b>\$ 7,676.40</b>

Direct Costs	Unit Cost	Quantity	Cost
Materials	\$0.44	60	\$26.40
Travel	0.00	0	\$0.00
<b>Total</b>			<b>\$26.40</b>

EXHIBIT A  
2 of 2



**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 March 16, 2016 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

CrossRoad Engineers, P.C.

by and through its Board of Public  
Works and Safety

By:

By:

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

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

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

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

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

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

ATTEST:

\_\_\_\_\_  
Christine Pauley, Clerk-Treasurer

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

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

\_\_\_\_\_  
Trent E. Newport  
Printed Name

\_\_\_\_\_  
President  
Title

FID/TIN: 35-1963331

Last Four of SSN if Sole Proprietor: \_\_\_\_\_

Date: 11/29/2016



November 22, 2016

Mr. Jeremy Kashman, P.E.  
City Engineer  
City of Carmel  
1 Civic Square  
Carmel, IN 46032

RE: 2016 Storm Water Bond  
Small Structure and Culvert Lining  
Additional Submittals and Bidding Phases  
Fee Proposal

Dear Jeremy:

As we discussed, we have prepared this proposal to provide additional services for Regulatory Submittals and Bidding Phases for the Small Structure and Culvert Lining project which includes Culverts # 4, 8, 14, 30, 33, 49, 76, 98, 104, and 165. This project will be under the Small Structure and Culvert Lining phase of the 2016 Storm Water Bond Program. The project originally included all structures to be bid through one package. However, there are now 3 separate bid packages to allow the best efficiencies in bidding due to the different nature of the projects included in this work.

The Scope of Services for this additional work will include 2 additional Bidding Phases and the additional Regulatory Submittal work that has been required thru the Department of Natural Resources. Therefore, we propose to add 2 additional phases that match the existing Regulatory Submittals and Bidding Phase at \$8,000; this would equal an additional lump sum fee of \$16,000.

We are ready to begin and appreciate your allowing CrossRoad Engineers to design 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", is written over a horizontal line.

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

Please signify your acceptance by signing below:

\_\_\_\_\_  
City of Carmel

\_\_\_\_\_  
Date

EXHIBIT

A  
1671



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

THIS AMENDMENT TO THE GOODS AND SERVICES AGREEMENT ("Agreement") entered into by and between the City of Carmel and HWC Engineering, Inc. (the "Vendor"), as City Contract dated April 15, 2015 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

CITY OF CARMEL, INDIANA

HWC Engineering, Inc.

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:

\_\_\_\_\_  
Christine Pauley, Clerk-Treasurer

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

By:

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

EDWARD P. JOWIFFE  
Printed Name

PRESIDENT  
Title

FID/TIN: 35-1780345

Last Four of SSN if Sole Proprietor: \_\_\_\_\_

Date: 11-9-16

City of Carmel  
Carmel Drive/AAA Way  
Road & Drainage Improvements

The scope of work consists of the following:

**DRAINAGE**

- Analyze and inventory existing storm sewer network in the area (area depicted in Exhibit 1)

**INTERSECTION IMPROVEMENTS**

- Concept development and preliminary cost estimates to assist in scoping the intersection

The following describes the initial services proposed to develop the final scope of work necessary to meet the City's goals for the projects. The fees associated with the final design and construction will be determined once the scope has been identified.

**DRAINAGE**

**1. Storm Sewer GIS Survey**

- a. HWC will compile comprehensive mapping of the City's existing storm sewer system in the study area depicted in Exhibit 1 based on information provided by the City and obtained during site visits. Existing aerial photography, LIDAR, and other GIS data shall be used as the basis for this regional mapping and overall study calculations and alternatives evaluation.
- b. Conduct site reconnaissance visits to observe the existing condition of above-ground/visible drainage facilities and features pertaining to the study. HWC will take basic measurements of the sizes of drainage infrastructure where information is required or missing.
- c. HWC will provide GPS mapping services to verify the location, approximate elevation, pipe size and materials for the existing storm network.
- d. Completed storm sewer mapping will be prepared per the City's GIS database format and provided to the City in the desired file formats to update the City's GIS mapping for this project area of detailed study identified in Exhibit 1.
- e. HWC will attend 1 meeting with the City during this task.

**2. Storm Sewer Televising**

- a. R&R Visual, as a sub-contractor to HWC, will perform a televising inspection of portions of the existing storm sewer system. HWC will make televising data available to the City after receiving it from the sub-contractor. The area of televising is currently limited to not exceed 5,000 linear feet of storm sewer including the network entering from the northwest of Hunter's Glen, storm sewers located within Carmel Drive that are currently isolated in City mapping, and the eventual outfall to the Keystone Parkway right-of-way. Additional areas of investigation outside what is identified in Exhibit 1, would require additional fee.

**3. Drainage Analysis and Study**

- a. Consult with the City to determine and collect available data including past studies, GIS mapping, configuration of existing drainage infrastructure, past development plans, as-builts, correspondence with regulatory agencies, previous drainage calculations and plans, rainfall data and descriptions of identified problem areas.

- b. Meet with the City department personnel to identify problem drainage areas as well as a general discussion of issues related to the project area's storm drainage system.
- c. HWC will delineate the relevant watershed boundaries. Hydrologic computer models will be generated to predict peak runoff rates and runoff volumes for various statistical rainfall events at critical storm sewer junction and problem areas identified with the help of the City.
- d. Describe the general pattern of storm water runoff in identified problem areas, and analyze the condition and capacity of existing drainage facilities with respect to current and projected discharge rates and volumes. Analysis will utilize computer-based hydrologic and hydraulic models to identify facilities that are undersized and the required size of design alternatives.
- e. Based on the documented needs of the study areas and subsequent quantitative analysis, HWC will develop and evaluate engineering solutions for key drainage problem areas as well as conceptual layout for drainage improvements to be incorporated into pending transportation improvements on Carmel Drive. Potential projects could include new or upgraded storm sewers, new or upgraded inlets, and channel or swale improvements. The following tasks will be provided by HWC's study of the overall watershed area.
  - i. HWC will review existing plans, studies, and other available records to establish whether adequate detention storage is provided existing developments and what future development may be limited to as far as downstream drainage conditions and existing sewer capacities.
  - ii. HWC is committed to low-impact development. HWC will identify and present to the City viable green infrastructure elements within recommended alternatives.
- f. Once all the recommended capital needs are identified with budgetary project costs, HWC will meet with the City to determine priorities and potential implementation timelines. Projects will be prioritized and a phasing plan developed in accordance with the City's capacity to fund capital improvement projects as well as items that will be incorporated into transportation improvements along Carmel Drive.
- g. Conduct a final presentation of study findings, recommendations, project costs, and implementation schedule to the City and other interested stakeholders.
- h. The deliverable for the drainage study is a technical summary report which will, as appropriate, contain an identification of current problems; discussion of methods and results of quantitative analysis; schematic layouts, sketches and conceptual design criteria to indicate the recommended solutions; initial evaluation of environmental and permitting issues; and the development of an implementation/phasing schedule. This report will be accompanied by an engineer's opinion of probable construction costs for each solution recommended.
- i. HWC will attend 2 meetings during this task.

## INTERSECTION IMPROVEMENTS

### 4. Concept Development – Intersection Improvement

The first phase of work will be to develop conceptual plans for options to incorporate improvements at the AAA Way-Carmel Drive intersection for discussion with the stakeholders. In this phase, HWC will provide the following:

- a. Provide conceptual plans on aerials for the following three roundabout alternatives incorporating the new connection and the intersection of AAA Way on Carmel Drive.
  - i. 1 large oval, 2 lane roundabout including deflections at the entrances and exits.
  - ii. 2 separate, 2 lane roundabouts.
  - iii. 1 "dogbone", 2 lane roundabout.
- b. Review and evaluate the 3 concepts and provide technical comments to aid in decision making.

- c. Evaluate impacts for proposed needed right of way and impacts to parking.
- d. Show proposed conceptual landscaping details.
- e. Present the alternatives with estimated construction costs.
- f. HWC will participate in up to three (3) meetings

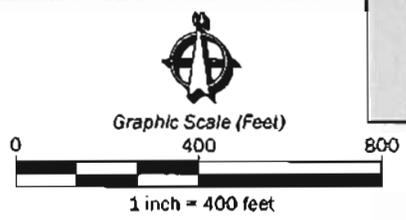
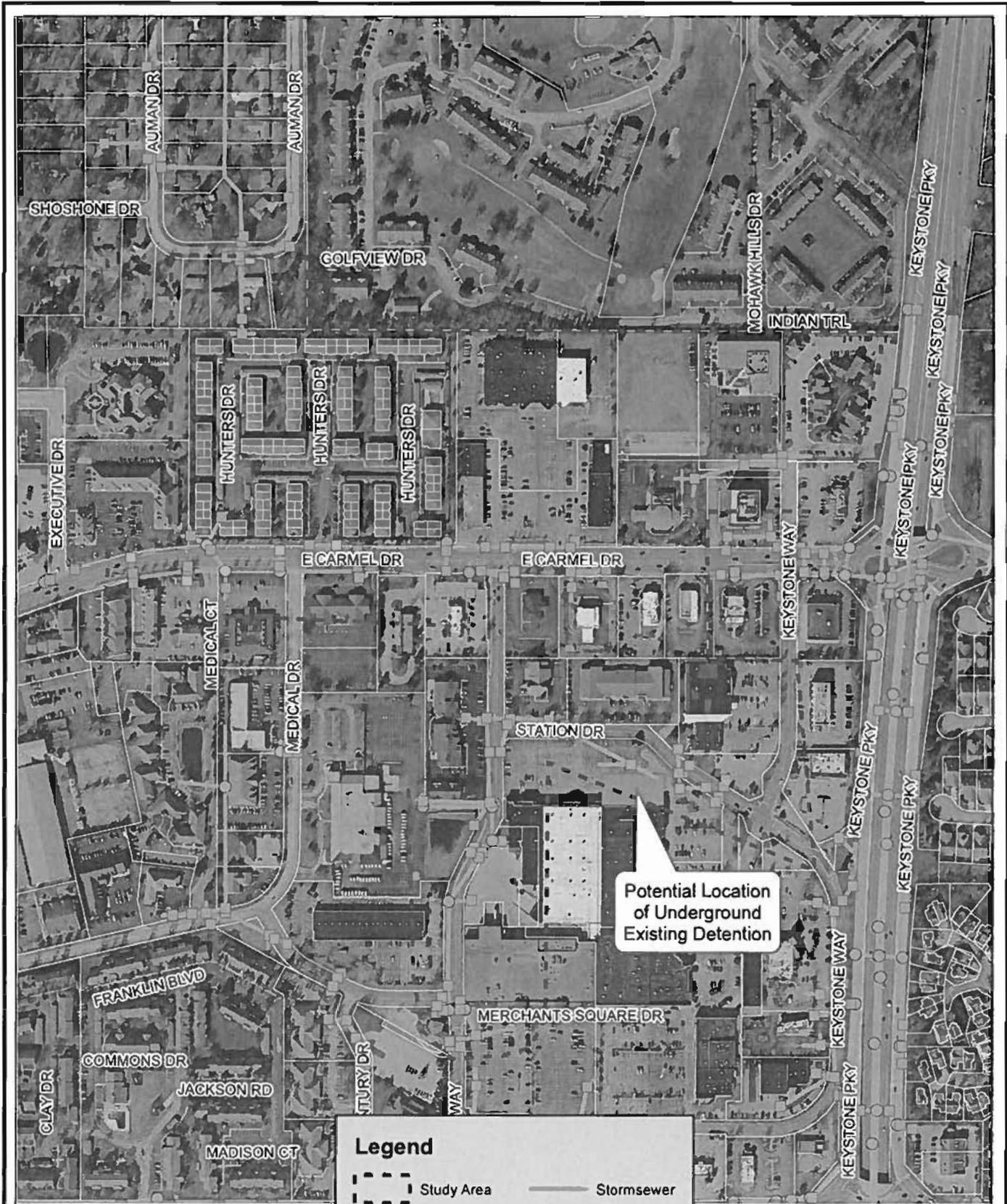
**FEE SCHEDULE**

HWC shall provide the each of the services described above for a fee schedule, as follows:

<i>Work element</i>	<i>Fee structure</i>	<i>Fee</i>
1. Storm Sewer GIS Survey	Lump Sum	\$12,000
2. Storm Sewer Televising	Hourly, not to exceed	\$14,000
3. Drainage Analysis and Study	Lump Sum	\$17,000
4. Concept Development – Intersection Imp.	Hourly, not to exceed	\$25,000
	<b>Total Fees:</b>	<b>\$68,000</b>

**SCHEDULE**

<b>Task</b>	<b>Timeframe</b>
1. Storm Sewer GIS Survey	Complete within 60 days of NTP
2. Storm Sewer Televising	Complete within 60 days of NTP
3. Drainage Analysis and Study	Complete within 60 days of NTP
4. Concept Development – Intersection Imp.	Complete within 60 days of NTP



Study Area  
City of Carmel, Indiana  
October 2016



## 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 Remenschneider Associates, Inc. (hereinafter "Professional").

### RECITALS

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

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

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

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

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

### SECTION 1                    INCORPORATION OF RECITALS

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

### SECTION 2                    SCOPE OF SERVICES

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

SECTION 3                      CITY'S RESPONSIBILITIES

- 3.1 City shall provide such information as is reasonably necessary for Professional to understand the Services requested.
- 3.2 City shall provide all data required for provision of Services. Professional may assume that all data so provided is correct and complete.
- 3.3. City shall arrange for Professional to enter upon public and private property as reasonably required for Professional to perform the Services.
- 3.4 City shall designate payment of the Services from City budget appropriation number 2200-4462401 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 Seventeen Thousand Seven Hundred Fifty Dollars (\$17,750.00) (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, 2016, 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

Professional shall procure and maintain with an insurer licensed to do business in the State of Indiana such insurance as is necessary for the protection of City and Professional from all claims under workers' compensation, occupational disease and/or unemployment compensation acts, because of errors and omissions, because of bodily injury, including, but not limited to, the personal injury, sickness, disease, or death of any of Professional's employees, agents or contractors and/or because of 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 on attached Exhibit C. Such insurance policies shall not be canceled without thirty (30) days' prior written notice to City.

## 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 D, 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 D. 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 Engineering  
One Civic Square  
Carmel, Indiana 46032  
ATTENTION: Jeremy Kashman

Douglas C. Haney  
Corporation Counsel  
One Civic Square  
Carmel, Indiana 46032

#### **PROFESSIONAL:**

Remenschneider Associates, Inc.  
Kenneth J. Remenschneider, CLARB  
Stutz Building  
212 W. 10<sup>th</sup> Street, Suite B435  
Indianapolis, IN 46202  
[ken@remenschneider.com](mailto:ken@remenschneider.com)

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 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.

#### 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.

*(remainder of page intentionally left blank)*

Remenschneider Associates, Inc.  
Engineering - 2016  
Appropriation 2200-4462401; P.O. 34314  
Contract Not To Exceed \$17,750.00

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

Remenschneider Associates, Inc.

BY:

BY:

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

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

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

Printed Name: Kenneth J. Remenschneider

Title: President

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

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

FID/TIN: 35-2034765

Last Four of SSN if Sole Proprietor: \_\_\_\_\_

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

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

Date: 21 November 2016

ATTEST:

\_\_\_\_\_  
Christine S. Pauley, Clerk-Treasurer

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



# REMENSCHNEIDER ASSOCIATES, INC.

landscape architecture & planning

PROJECT: ROUND-ABOUT AND MEDIAN ENHANCEMENTS - RIVER ROAD  
LOCATION: CARMEL, INDIANA  
DATE: 10 NOVEMBER 2016

Remenschneider Associates, Inc. (RAI) is pleased to provide this scope of services to CrossRoad Engineers (CRE) for landscape architectural services for the proposed River Road round-about (RAB) and median enhancement project located south of 146<sup>th</sup> Street to Community Drive within the City of Carmel, Indiana (CLIENT). Our firm will coordinate with the project design team, led by CrossRoad Engineers, to prepare schematic designs and construction plans per the scope of work outlined below.

Following acceptance of design concepts by the CLIENT, RAI will prepare construction drawings for non-vehicular related hardscape elements and ornamental landscape plantings. Proposed design features shall serve the dual purpose of aesthetically enhancing project open space as well as providing appropriate screening for vehicular approaches to the RAB to mitigate excessive lines of sight.

Scope of work included within this proposal is based upon CRE's 11/8 and 11/9 email descriptions and attachments illustrating proposed roadway, path, median and RAB design. Upon visiting the corridor the afternoon of 11/9 it was determined that the median of the project's phase 1 has been planted with canopy trees and is therefore not included within this proposal's scope of work. Lighting design, irrigation design, graphic renderings and attendance at public information meetings are not included within this proposal.

## SCOPE OF WORK

### **Phase I – Initial Coordination and Concept Design**

- A. Receipt of all pertinent base and current roadway design plans for use in AutoCAD format
- B. Initial Coordination with project design team to further understand and discuss:
  1. Line-of-sight setback requirements
  2. Potential composition of enhancement and screening features
  3. Discussion with appropriate City staff regarding street trees and median plantings
- C. Preparation of two (2 qty) Concept Design Plans based upon Initial Coordination to include the following elements:
  1. Internal RAB feature
    - a. Hardscape
    - b. Landscape
  2. Ornamental landscape
    - a. Splitter islands
    - b. Medians
      - i. Typical 100' section
      - ii. Typical end cap treatment
  3. Street trees where feasible
  4. Preliminary cost estimate
- D. Design review and coordination meeting with CLIENT and project design team
- E. Authorization from CRE to proceed with approved Design Plan

#### **Deliverables:**

(2 qty) Concept Design Plans

EXHIBIT

A

1 of 3

- (2 qty) Preliminary Opinion of Probable Costs
- (1 qty) Design review and coordination Meeting

**Phase II – Construction Documents and Specifications**

Work to be performed within this phase includes preparation of landscape architectural construction drawings and related specifications to be integrated into civil engineering bid plan submittal. This work will be based upon approved design plan.

- A. Preparation of Final Design Plans sheets based upon *Phase I* Design Plan approval
  - 1. Site hardscape construction plans including:
    - a. Dimensioned layout plan
    - b. Typical sections and details for proposed site elements
    - c. Construction specifications
  - 2. Landscape planting plans including:
    - a. Planting installation details
    - b. Plant material specifications
      - i. Species botanical and common name
      - ii. Installation size
      - iii. Quantity
  - 3. Installation specifications
  - 4. Final estimate of quantities with unit of construction
- B. Completion and submittal of construction plans and specifications to CRE for inclusion into bid plan submittal

**Deliverables:**

- (1 qty) Landscape Architectural construction drawing set (24" x 36") with necessary plans & details listed above for bid plan submittals
- (1 qty) Landscape Architectural specifications
- (1 qty) Final estimate of Landscape Architectural site work quantities

**PROFESSIONAL FEES**

Professional services as described in the scope of work outlined above are listed below:

Phase I:	Initial Coordination and Concept Design	\$ 5,500.00
Phase II:	Construction Documents and Specifications	\$ 12,250.00

The above fees total \$ 17,750.00 through completion of Phase II and will proceed per authorization of this proposal. Professional services will be billed on a monthly complete basis. All invoices are due upon receipt and 1.5% interest will be charged per month for any invoices not paid within 45 days. Professional fees associated with the above scope will expire if not accepted within 60 days from the date of this contract.

**ADDITIONAL SERVICES**

Additional services beyond the above scope of work can be provided upon request or as needed. These include, but are not limited to, further design studies beyond those outlined above, design review meetings and studies requested beyond those outlined, agency coordination beyond outlined above, color renderings, presentation to or attendance at public meetings/hearings, state or federal environmental process meetings and coordination, construction documents and specifications beyond those outlined, onsite inventory of existing trees, competitive contractor bidding, irrigation design, as built/record drawings, and regulatory application and permit fees.

EXHIBIT A

Principal landscape architect 160  
Project landscape architect 120

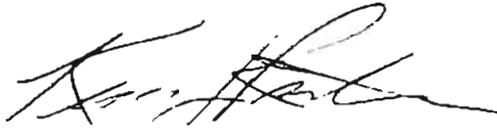
Staff landscape architect 90  
Administrative support 50

INTELLECTUAL PROPERTY

All designs indicated by the drawings and plans created for use on this project is the intellectual property of Remenschneider Associates Inc. No such designs or ideas shall be used by any other person, firm or corporation to advance the designs to the level of construction documents without written permission and procured release.

If the above meets with your approval, please return a copy of the executed contract to confirm our agreement and initiate work on your project.

Respectfully submitted,



---

Kenneth J. Remenschneider, President

---

Authorization

Date

EXHIBIT 

## EXHIBIT B Invoice

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

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

# EXHIBIT C

## INSURANCE COVERAGES

### Worker's Compensation & Disability

### Statutory Limits

#### Employer's Liability:

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

#### Property damage, contractual liability, products-completed operations:

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

#### Personal & Advertising Injury

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

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

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

#### Umbrella Excess Liability

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

EXHIBIT D

AFFIDAVIT

Patricia A. Key, 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 Remenschneider Assoc. Inc. (the "Employer") in the position of Office Manager.
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 22 day of November, 2014.

Patricia A. Key  
Printed: Patricia A. Key

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.

Kenneth J. Remenschneider  
Printed: Kenneth J. Remenschneider, President



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

THIS AMENDMENT TO THE GOODS AND SERVICES AGREEMENT ("Agreement") entered into by and between the City of Carmel and Rundell Ernstberger Associates, Inc. (the "Vendor"), as City Contract dated April 20, 2016 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

CITY OF CARMEL, INDIANA

Rundell Ernstberger Associates, Inc.

by and through its Board of Public  
Works and Safety

By:

By:

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

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

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

Kevin Osburn, ASLA, PLA

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

Printed Name

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

President

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

Title

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

FID/TIN: 473398747

ATTEST:

Last Four of SSN if Sole Proprietor: \_\_\_\_\_

\_\_\_\_\_  
Christine Pauley, Clerk-Treasurer

Date: 11/21/2016

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



AMENDED CONTRACT TOTAL

~~\$189,450.00~~  
\$110,450.00

- Services and Expenses will be billed monthly in accordance with the Contract.

Jeremy, if the terms of this amendment are agreeable to you, please return return one signed copy to our office. Should you elect to utilize a different form of contract amendment, please attach a copy of this letter as an exhibit. Please contact me with any questions or concerns regarding this amendment. We appreciate the opportunity to continue our work on this project with the City of Carmel!

Sincerely,



Kevin Osburn, PLA, ASLA  
Principal

Accepted: CITY OF CARMEL  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

EXHIBIT A  
2 of 2



## **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 Brown Equipment Co., Inc., an entity duly authorized to do business in the State of Indiana ("Vendor").

### **TERMS AND CONDITIONS**

1. **ACKNOWLEDGMENT, ACCEPTANCE:**  
Vendor acknowledges that it has read and understands this Agreement, and agrees that its execution of same constitutes its acceptance of all of the Agreement's terms and conditions.
2. **PERFORMANCE:**  
City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 43-530.99 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. Vendor will not perform any of the Services detailed in Exhibit A prior to obtaining a written Notice to Proceed from the City. Upon receiving a Notice to Proceed, the Vendor shall perform only those Services specifically detailed in the Notice. If the Vendor desires clarification of the scope of any Notice to Proceed, the Vendor shall obtain such clarification from the City in writing, prior to performing the service set forth in the Notice to Proceed. Any services performed without the City's prior express written authorization will not be compensated.
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 Two Hundred Twenty Eight Thousand Eight Hundred Seventy Five Dollars (\$228,875.00) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within thirty-five (35) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.
  - 3.2 Vendor agrees not to provide any Goods and Services to City that would cause the total cost of the Goods and Services provided by Vendor to City hereunder to exceed the Estimate, unless City has previously agreed, in writing, to pay an amount in excess thereof.
4. **WARRANTY:**  
Vendor expressly warrants that the Goods and Services covered by this Agreement will conform to those certain specifications, descriptions and/or quotations regarding same as were provided to Vendor by City and/or by Vendor to and accepted by City pursuant to or as part of that certain City of Carmel Street Department Bid Proposal Package for "2016 New Vacuum Sweeper" received by the City of Carmel Board of Public Works and Safety on or about October 19, 2016, 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 One Civic Square Carmel, Indiana 46032 Street Department Attn: Dave Huffman	<b><u>AND</u></b>	Douglas C. Haney, Corporation Counsel Department of Law One Civic Square Carmel, Indiana 46032
-------------	--------------------------------------------------------------------------------------------------------	-------------------	------------------------------------------------------------------------------------------------------------

If to Vendor: Brown Equipment Co., Inc.  
PO Box 9799  
Fort Wayne, IN 46899  
Attn: Joe Williams

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, 2016 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. IRAN CERTIFICATION: Pursuant to I.C. § 5-22-16.5, the Vendor shall certify that, in signing this document, it does not engage in investment activities within the Country of Iran.

27. 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.

28. 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.

Brown Equipment Co., Inc.  
Street - 2016  
Appropriation #43-\$30.99; P.O. #34194  
Contract Not To Exceed \$228,875.00

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

CITY OF CARMEL, INDIANA

Brown Equipment Co., Inc.

by and through its Board of Public  
Works and Safety

By:

By:

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

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

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

\_\_\_\_\_  
Scott Brown  
Printed Name  
\_\_\_\_\_  
Vice President  
Title

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

FID/TIN: 351346745

ATTEST:

Last Four of SSN if Sole Proprietor: \_\_\_\_\_

\_\_\_\_\_  
Christine S. Pauley, Clerk-Treasurer  
Date: \_\_\_\_\_

Date: 11-9-16

# BROWN EQUIPMENT CO., INC.

P.O. Box 9799  
 Fort Wayne, IN 46899-9799  
 PH: 800-747-2312 FX:260-478-1475  
 www.brownequipment.net  
 doug@brownequipment.net

Board of Works and Safety  
 % Clerk Treasurer  
 One Civic Square, 3rd Floor  
 Carmel, IN 46032

## Sales Quotation

Quote Number: 000101916C

Date 10/19/2016  
 Quote Expires on:  
 1/17/2017  
 Salesperson  
 Joe Williams

Part #	Description	Cost	Qty	Extend
Street Sweeper	<b>JOHNSTON NORTH AMERICA MODEL VT661</b> <b>INCLUDES:</b> 2017 Freightliner M2 106 SBA Chassis Conventional Cab Dual Steering and Instrumentation Cummins Engine and Allison Transmission 33,000 GVWR 8.5 cu.yd. Stainless Steel Debris Hopper (Lifetime Warranty) 415 Gallon Stainless Steel Water Tank (Lifetime Warranty) Fluid/Shaft Impeller Drive (Five Year Warranty) 31.5" Impeller with Wear Safe Technology Self Priming Water Pump, 9.5 gpm @ 55 psi Supa Wash-8 gpm, 1500 psi with Hand lance, Front Mounted Spray Bar, Nozzle Mounted Spray Bar and Curb Nozzle Dual Gutter Brooms w/simultaneous sweep, In-cab Down Pressure, Tilt, Speed Control Gutter Broom Work Lights Maxigap Nozzle Tilt John Deere 115 Hp Auxiliary Engine Stainless Steel Engine Cowling Engine Cowl Mounted LED Worklight Auxiliary Engine Precleaner Remote Drains Sealed Engine Compartment Cat Walk and Access Ladder Weather Proof Systems Locker Full Sound Suppression Package Two Hopper Drains on Rear Door Backup and Hopper Up/Down Alarms Cab Strobe with Limb Guard Two Rear Strobes w/ Limb Guards LED Arrow Stick Automatic Body Prop Screen Vibrator Side Mounted Hopper Access Doors Catch Basin Cleaner w/hydraulic boom 25' Hydrant Hose			\$258,875.00

EXHIBIT A  
 1 of 2

Part #	Description	Cost	Qty	Extend
Warranty	Back-up Camera Training and Manuals  F.O.B.: Carmel, IN Delivery: 60-75 days ARO  Standard Freightliner Warranty JNA: Two Year or 2000 Hours Parts and Labor Water Tank: Lifetime Debris Tank: Lifetime Impellor Drive System: Five Years  Trade-in: 2006 Johnston 650			(\$30,000.00)

Sub-Total	\$228,875.00
Tax	
Total	\$228,875.00

EXHIBIT A  
2 of 2

## EXHIBIT B Invoice

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

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

## EXHIBIT C INSURANCE COVERAGES

### Worker's Compensation & Disability

Statutory Limits

#### Employer's Liability:

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

#### Property damage, contractual liability, products-completed operations:

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

#### Personal & Advertising Injury

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

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

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

#### Umbrella Excess Liability

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

## EXHIBIT D

### AFFIDAVIT

Scott D. Brown, 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 Brown Equipment Co., Inc. (the "Employer")  
in the position of Vice-President.
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 9<sup>th</sup> day of November, 2016.

Scott D. Brown

Printed: Scott D. Brown

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.

Scott D. Brown

Printed: Scott D. Brown



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

THIS AMENDMENT TO THE GOODS AND SERVICES AGREEMENT ("Agreement") entered into by and between the City of Carmel and Vive Exterior Design, LLC (the "Vendor"), as City Contract dated December 12, 2015, shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". Furthermore, the terms of the Agreement shall be amended to include the E-verify requirement as stated in Indiana Code § 22-5-1.7 et seq., which is attached hereto and incorporated herein as Exhibit "B", as well as the required E-verify Affidavit, attached hereto and incorporated herein as Exhibit "C". Also, pursuant to I.C. § 5-22-16.5, Vendor shall certify that in signing this document, it does not engage in investment activities within the Country of Iran. 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

Vive Exterior Design, LLC

by and through its Board of Public  
Works and Safety

By:

By:

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

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

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

RYAN CUYLE

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

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

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

PRESIDENT

\_\_\_\_\_  
Title

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

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

FID/TIN: 45-0585408

Last Four of SSN if Sole Proprietor: \_\_\_\_\_

ATTEST:

Date: 11-15-16

\_\_\_\_\_  
Christine Pauley, Clerk-Treasurer

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

## Snow Removal Specification for Arts and Design District

The following specifications are for the downtown sidewalks in the Arts and Design District. The following list of specifications is not exhaustive and the City retains the right to change or alter the specifications without notice.

The approximate sq footage of the maintained area is 81,615 sf.

One site manager, provided by the contractor, shall be in charge of overseeing the snow removal of these areas. The site Manager will also serve as the point of contact to the City of Carmel here on called owner. The site manager shall constantly monitor the area and be in contact with the Street Commissioner or Operation Managers here in called City Representative.

Metal cutting edges maybe used on sidewalk areas. Power brooms are also acceptable when applicable.

Salt maybe used on all sidewalk areas that borders Main St., Rangeline Rd., 1<sup>st</sup> Ave. North and South West , 1<sup>st</sup> Ave. North and South East and 2<sup>nd</sup> Ave. North West.

Salt may only be used on the brick pavers, in Sophia Square Courtyard with prior approval from one of the above mentioned City Representatives, otherwise, owner provided non chloride liquid will be used the majority of the time on the brick pavers. **Other than the provided de-icer, no additional equipment will be furnished by the Street Department.** Application of the liquid deicer will need to be done following the manufacturer's recommendations, no spray nozzles. The liquid de-icer will be housed behind CFD Station 1. It is recommended that the application be done with a system utilizing GPS, Flow Control valve and Monitor

Once the snow reaches a depth of 3"+ it will need to be hauled off and stockpiled at a predetermined location by City of Carmel.

Your price needs to reflect a per snow cost including the application of the liquid deicer. The breakdown is as follows:

- 1- 1-3" of snow can be melted or hauled away. Hauling it away will be up to the discretion of the City Representative.
- 2- 3-6" of snow will need to be hauled away.
- 3- 6" or more will be based on time and materials.

The winning bid will be based on the lowest overall "per snow price" for numbers 1 and 2 in a **22 event season with 3 times of hauling the snow away.**

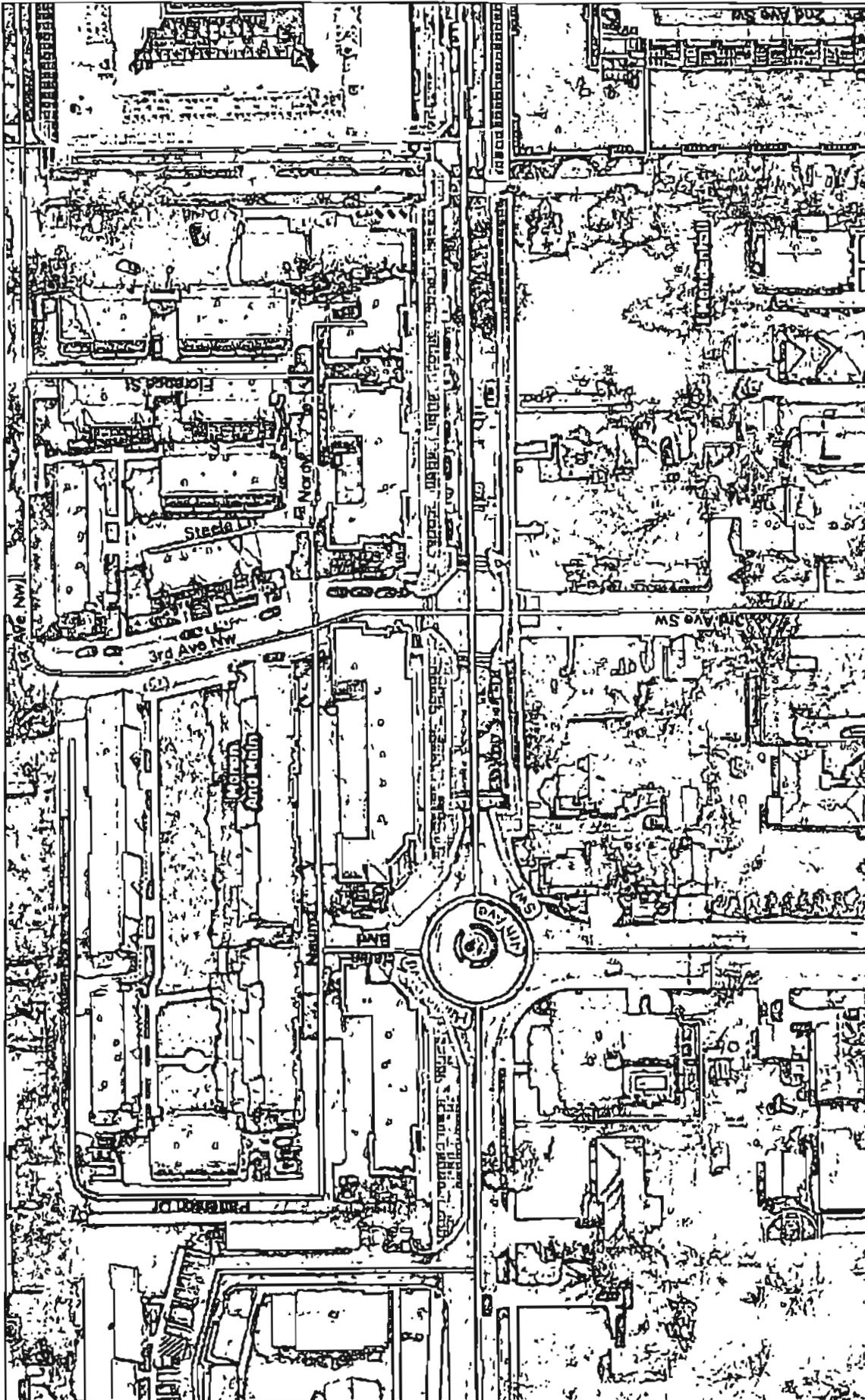
The contractor will be responsible for repairing/replacing any and all damage directly related to the snow removal.

Please provide a list of all equipment that can be used and an hourly rate for each piece. This will be used for the + 6" snows for time and material cost.

Invoices of winning vendor will need to reflect prices separately itemized as right-of-way areas and non-right-of-way areas.



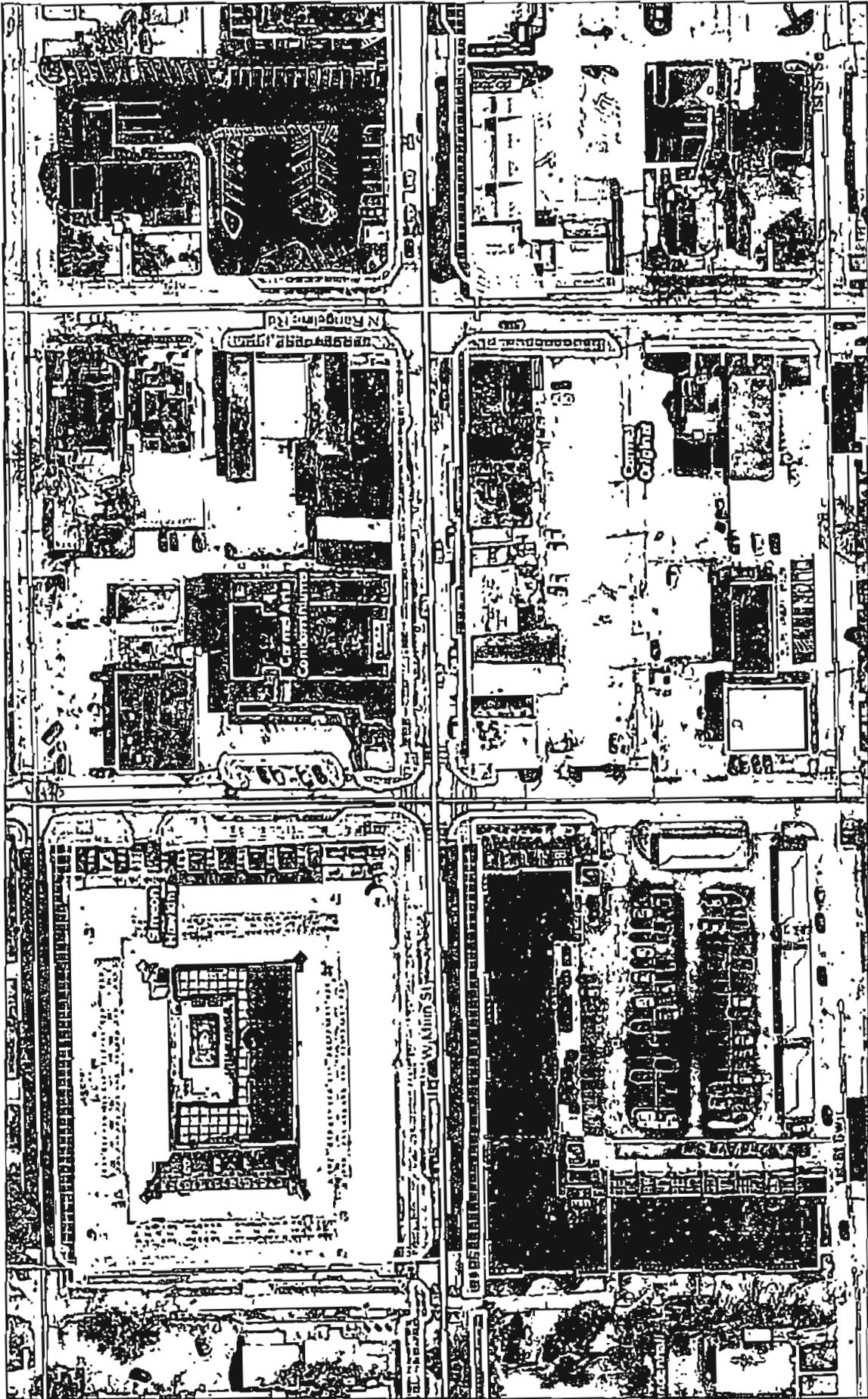
Hamilton County Map



November 5, 2015

EXHIBIT A 3 of 6

# Hamilton County Map



November 5, 2015

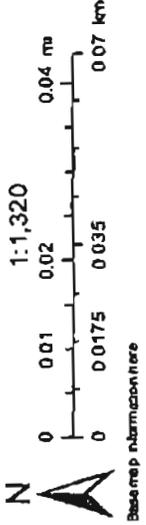
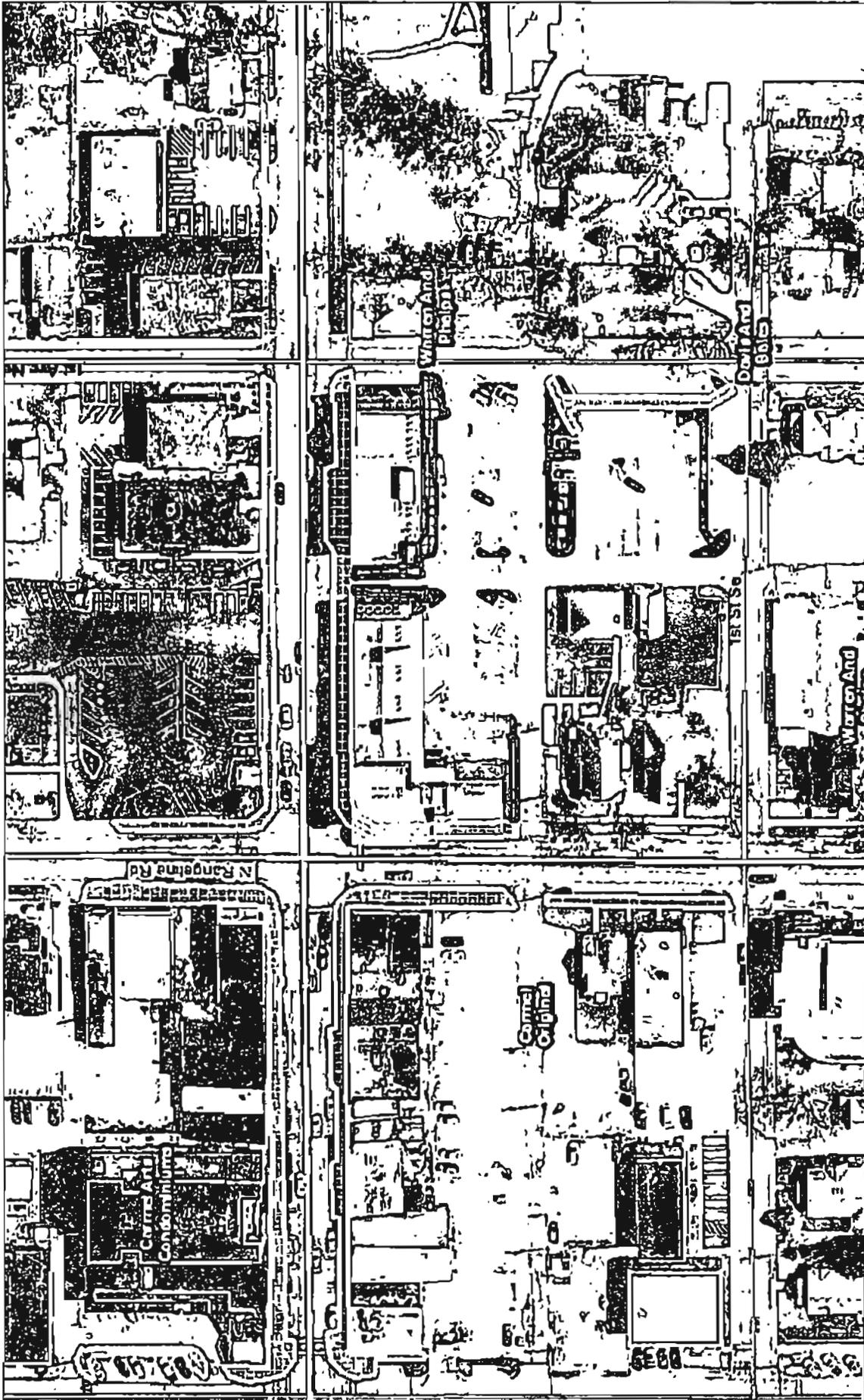


EXHIBIT 5A

Hamilton County Map



November 5, 2015

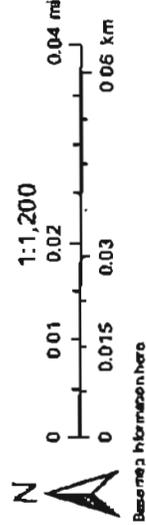


EXHIBIT A  
5066



12595 Cumberland Road  
Fishers, IN 46038  
p.317.773.9933 f.317.773.9944  
[www.viveexterior.com](http://www.viveexterior.com)

October 5, 2016

Attn: Dave Huffman  
City of Carmel

Dave,

Vive would like to accept the renewal for the 2016-2017 snow removal and will not be raising our prices and will remain the same as last year. Please let me know if we can assist you in any other way.

Sincerely,

Ryan Coyle  
President

EXHIBIT A  
606

**EXHIBIT "B"**  
**E-verify requirement**

All terms defined in I.C. § 22-5-1.7 et seq. are adopted and incorporated into this section of the Amendment.

Pursuant to I.C. § 22-5-1.7 et seq., Vendor 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 Addendum. Vendor is further required to execute the attached Affidavit, herein referred to as "Exhibit C", which is an Affidavit affirming that: (i) Vendor is enrolled and is participating in the E-verify program, and (ii) Vendor does not knowingly employ any unauthorized aliens. This Addendum incorporates by reference, and in its entirety, attached "Exhibit C." In support of the Affidavit, Vendor 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 Vendor and delivered to the City's authorized representative.

Should Vendor subcontract for the performance of any work under this Addendum, the Vendor 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. Vendor shall maintain a copy of such certification for the duration of the term of any subcontract. Vendor shall also deliver a copy of the certification to the City within seven (7) days of the effective date of the subcontract.

If Vendor, or any subcontractor of Vendor, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the Vendor or subcontractor subsequently learns is an unauthorized alien, Vendor shall terminate the employment of or contract with the unauthorized alien within thirty (30) days ("Cure Period"). Should the Vendor or any subcontractor of Vendor 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.

Exhibit "C"  
E-Verify Affidavit

RYAN COYLE, 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 VIVE EXTERIOR DESIGN (the "Company") in the position of OWNER / PRESIDENT.
3. I am familiar with the employment policies, practices, and procedures of the Company and have the authority to act on behalf of the Company.
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 15 day of NOVEMBER, 2016.

  
\_\_\_\_\_  
Printed: RYAN COYLE

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: RYAN COYLE



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

THIS AMENDMENT TO THE GOODS AND SERVICES AGREEMENT ("Agreement") entered into by and between the City of Carmel and Vive Exterior Design, LLC (the "Vendor"), as City Contract dated December 2, 2015, shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". Furthermore, the terms of the Agreement shall be amended to include the E-verify requirement as stated in Indiana Code § 22-5-1.7 et seq., which is attached hereto and incorporated herein as Exhibit "B", as well as the required E-verify Affidavit, attached hereto and incorporated herein as Exhibit "C". Also, pursuant to I.C. § 5-22-16.5, Vendor shall certify that in signing this document, it does not engage in investment activities within the Country of Iran. 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

Vive Exterior Design, LLC

by and through its Board of Public  
Works and Safety

By:

By:

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

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

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

\_\_\_\_\_  
RYAN COYLE

Printed Name

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

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

\_\_\_\_\_  
PRESIDENT

Title

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

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

FID/TIN: 45-0585408

Last Four of SSN if Sole Proprietor: \_\_\_\_\_

ATTEST:

Date: 11-15-16

\_\_\_\_\_  
Christine Pauley, Clerk-Treasurer

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

## Snow Removal Specification for Palladium, Tarkington

The following specifications are for the Palladium, the Tarkington Garage, the Mezz, and the North side sidewalks on City Center from Rangeline Rd to 3<sup>rd</sup> Ave SW. The following list of specifications is not exhaustive and the City retains the right to change or alter the specifications without notice.

The approximate sq footage of the Palladium area is 30,894 and the Tarkington Parking Garage square footage is 51,697, the Mezz is 7,120, and the North City Center sidewalk is 8,800.

One site manager, provided by the contractor, shall be in charge of overseeing the snow removal of these areas. The site Manager will also serve as the point of contact to the City of Carmel here in called owner. The site manager shall constantly monitor the area and be in contact with the Street Commissioner or Operation Managers, here in called City Representative.

All snow removal equipment that comes in contact with any of the pavement types located in these areas shall have rubber cutting edges. Metal cutting edges maybe used on perimeter sidewalk areas that border 3<sup>rd</sup> Ave SW and City Center Dr. Power brooms are also acceptable when applicable.

Salt maybe used on all sidewalk areas that border 3<sup>rd</sup> Ave SW and City Center Dr.

Salt may only be used on any of the brick pavers with prior approval from one of the above mentioned City Representatives. Otherwise, owner provided non chloride liquid will be used exclusively on the brick pavers. **Other than the provided de-icer, no additional equipment will be furnished by the Street Department.** Application of the liquid deicer will need to be done following the manufacturer's recommendations, no spray nozzles. The liquid de-icer will be housed behind CFD Station 1. It is recommended that the application be done with a system utilizing GPS Flow Control valve and Monitor

Once the snow reaches a depth of 3"+ it will need to be hauled off and stockpiled at a predetermined location by Owner. Throwing snow over the south side of the building may be considered with prior approval from a City Representative.

Your bid price needs to reflect a per snow cost including the application of the liquid deicer. The breakdown is as follows:

- 1- 1-3" of snow can be melted. Hauling it away will be up to the discretion of the City Representative.
- 2- 3-6" of snow will need to be hauled away.
- 3- 6" or more will be based on time and materials.

The winning bid will be based on the lowest overall "per snow price" for numbers 1 and 2 based on a **22 event season with 3 times of hauling the snow away.**

The contractor will be responsible for repairing/replacing any and all damage directly related to the snow removal.

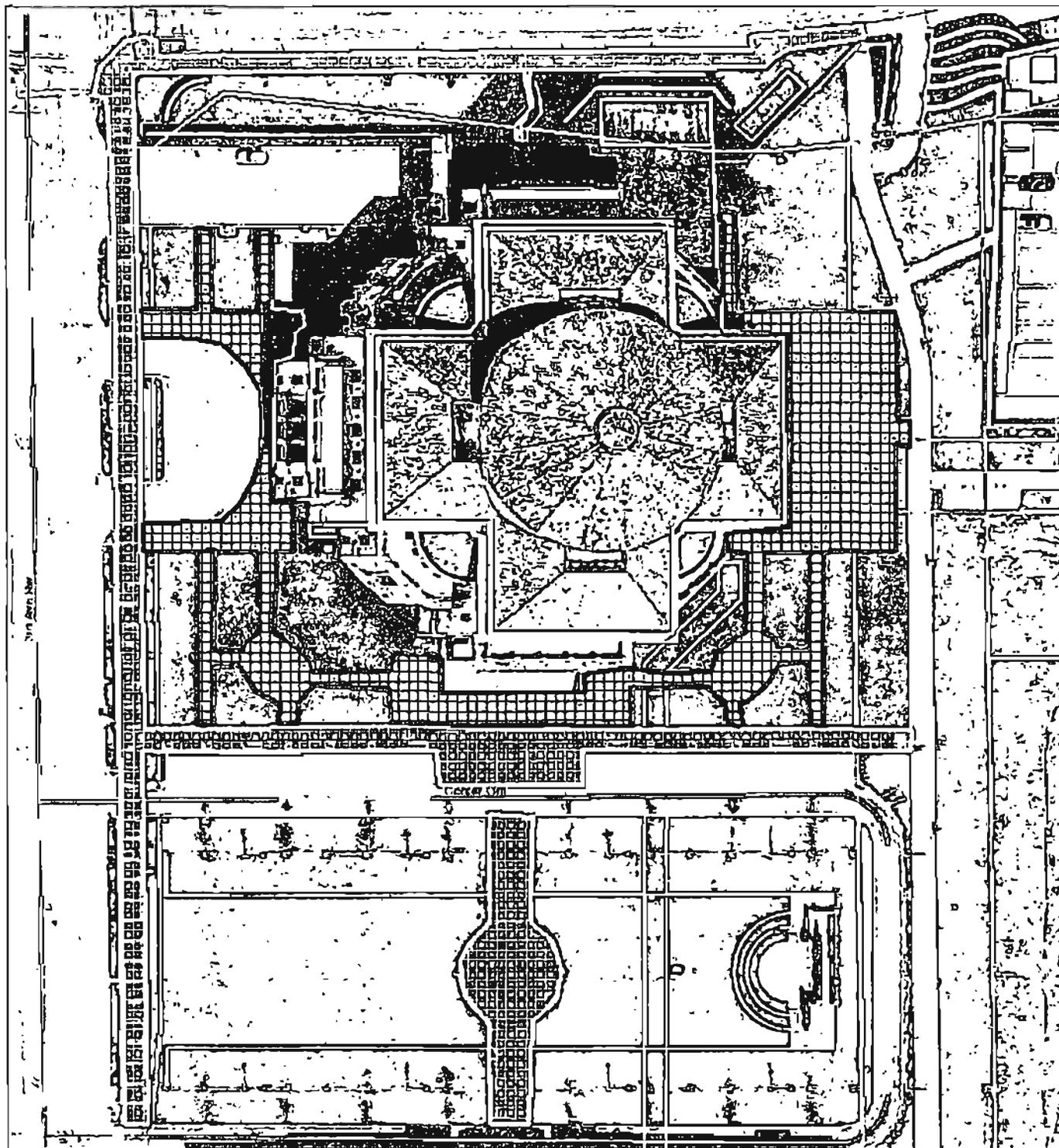
EXHIBIT A  
1 of 6

Please provide a list of all equipment that can be used and an hourly rate for each piece. This will be used for the + 6" snows for time and material cost.

Invoices of winning vendor will need to reflect prices separately itemized as right-of-way areas and non-right-of-way areas.

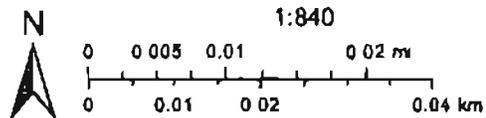


# Hamilton County Map



November 5, 2015

 Parcels

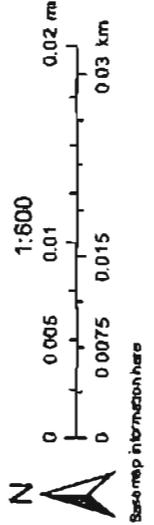
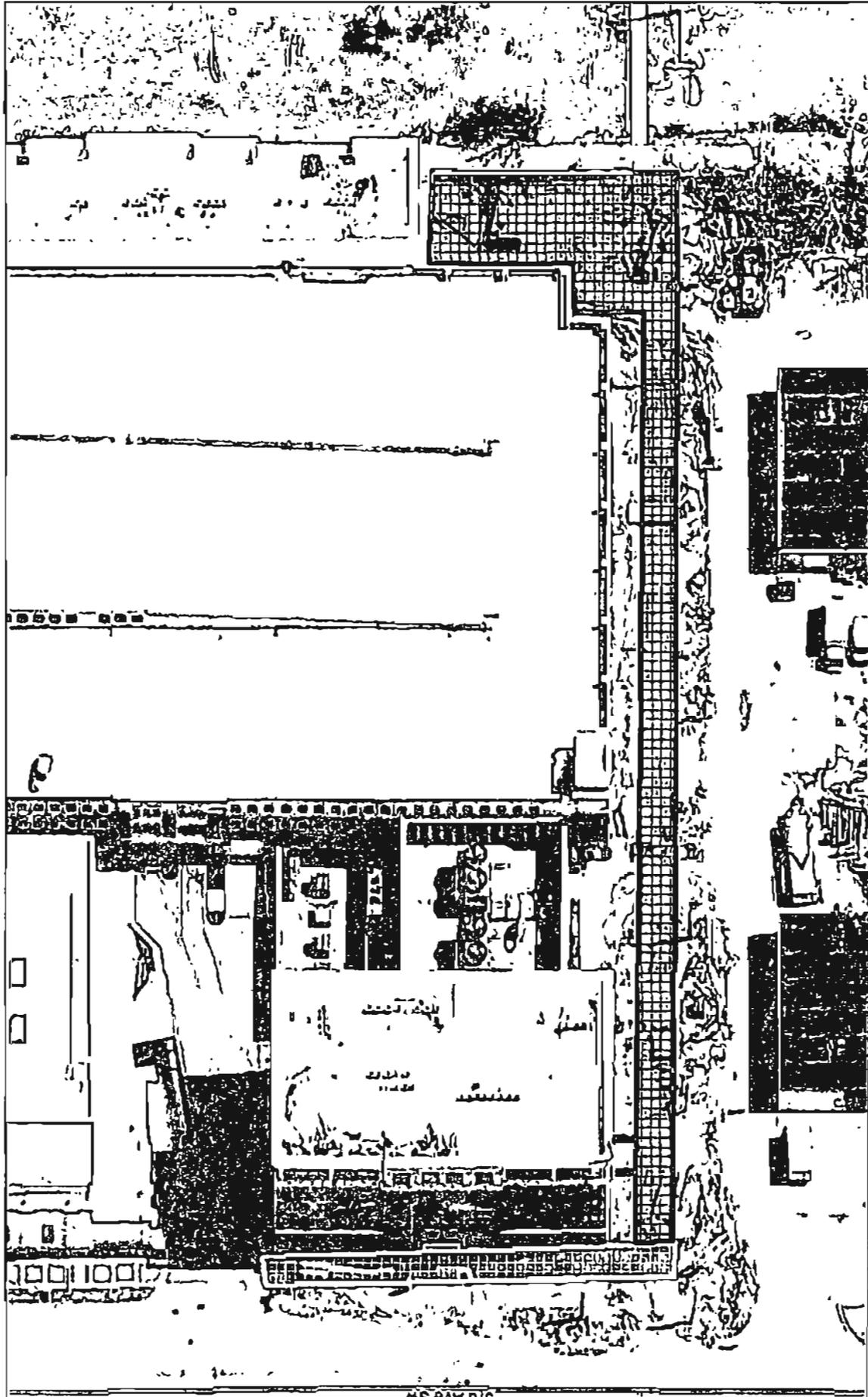


Base map information here

EXHIBIT A

4 of 6

Hamilton County Map



November 5, 2015

EXHIBIT A  
5 of 6



October 5, 2016

Attn: Dave Huffman  
City of Carmel

Dave,

Vive would like to accept the renewal for the 2016-2017 snow removal and will not be raising our prices and will remain the same as last year. Please let me know if we can assist you in any other way.

Sincerely,

Ryan Coyle  
President

EXHIBIT A  
6086

**EXHIBIT "B"**  
**E-verify requirement**

All terms defined in I.C. § 22-5-1.7 et seq. are adopted and incorporated into this section of the Amendment.

Pursuant to I.C. § 22-5-1.7 et seq., Vendor 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 Addendum. Vendor is further required to execute the attached Affidavit, herein referred to as "Exhibit C", which is an Affidavit affirming that: (i) Vendor is enrolled and is participating in the E-verify program, and (ii) Vendor does not knowingly employ any unauthorized aliens. This Addendum incorporates by reference, and in its entirety, attached "Exhibit C." In support of the Affidavit, **Vendor 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 Vendor and delivered to the City's authorized representative.

Should Vendor subcontract for the performance of any work under this Addendum, the Vendor 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. Vendor shall maintain a copy of such certification for the duration of the term of any subcontract. Vendor shall also deliver a copy of the certification to the City within seven (7) days of the effective date of the subcontract.

If Vendor, or any subcontractor of Vendor, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the Vendor or subcontractor subsequently learns is an unauthorized alien, Vendor shall terminate the employment of or contract with the unauthorized alien within thirty (30) days ("Cure Period"). Should the Vendor or any subcontractor of Vendor 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.

Exhibit "C"  
E-Verify Affidavit

VIVE EXTERIOR DESIGN / RYAN COYLE, 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:

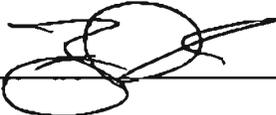
1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by VIVE EXTERIOR DESIGN (the "Company") in the position of OWNER / PRESIDENT.
3. I am familiar with the employment policies, practices, and procedures of the Company and have the authority to act on behalf of the Company.
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 15 day of NOVEMBER, 2016.

  
\_\_\_\_\_  
Printed: RYAN COYLE

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: RYAN COYLE

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



THIS AMENDMENT TO THE GOODS AND SERVICES AGREEMENT ("Agreement") entered into by and between the City of Carmel and Engle's Tree Moving & Landscaping, Inc. (the "Vendor"), as City Contract dated December 16, 2015, shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". Furthermore, the terms of the Agreement shall be amended to include the E-verify requirement as stated in Indiana Code § 22-5-1.7 et seq., which is attached hereto and incorporated herein as Exhibit "B", as well as the required E-verify Affidavit, attached hereto and incorporated herein as Exhibit "C". Also, pursuant to I.C. § 5-22-16.5, Vendor shall certify that in signing this document, it does not engage in investment activities within the Country of Iran. 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

Engle's Tree Moving & Landscaping, Inc.

by and through its Board of Public Works and Safety

By:

By:

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

Trampess Engle  
Authorized Signature

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

Trampess Engle  
Printed Name

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

CEO  
Title

ATTEST:

FID/TIN: 811144139-0

Last Four of SSN if Sole Proprietor: 8735

\_\_\_\_\_  
Christine Pauley, Clerk-Treasurer  
Date: \_\_\_\_\_

Date: 11-21-16

## Snow Removal Specification for City Center

The following specifications are for the City Center, Indiana Design Center, and the Nash sidewalks. The following list of specifications is not exhaustive and the City retains the right to change or alter the specifications without notice.

The City Center Complex is a residential/ business area and will have a zero tolerance approach.

The approximate sq footage of the City Center area is 128,014 sf and the Indiana Design Center in square footage is 17,134, and the Nash sq footage is 6,840.

One site manager, provided by the contractor, shall be in charge of overseeing the snow removal of these areas. The site Manager will also serve as the point of contact to the City of Carmel here -in called owner. The site manager shall constantly monitor the area and be in contact with the Street Commissioner or Operation Managers, here- in called City Representative.

All snow removal equipment that comes in contact with any of the pavement types located in these areas shall have rubber cutting edges. Metal cutting edges maybe used on perimeter sidewalk areas that border Rangeline Rd and City Center Dr, Rangeline Rd and 1<sup>st</sup> Ave SW, as well as Rangeline Rd and Veterans Way. Power brooms are also acceptable when applicable.

Salt maybe used on all sidewalk areas that border Rangeline Rd and City Center Dr, Rangeline Rd and 1<sup>st</sup> Ave SW, as well as Rangeline Rd and Veterans Way.

Salt may only be used on any of the brick pavers with prior approval from one of the above mentioned City Representatives. Otherwise, owner provided non chloride liquid will be used exclusively on the brick pavers. The provided de-icer is the only method for cleaning the sidewalks surrounding the Indiana Design Center. **Other than the provided de-icer, no additional equipment will be furnished by the Street Department.** Application of the liquid deicer will need to be done following the manufacturer's recommendations, no spray nozzles. The liquid de-icer will be housed behind CFD Station 1. It is recommended that the application be done with a system utilizing GPS Flow Control valve and Monitor

Once the snow reaches a depth of 3"+ it will need to be hauled off and stockpiled at a predetermined location by Owner. Throwing snow over the south side of the City Center building may be considered with prior approval from a City Representative.

Your quote price needs to reflect a per snow cost including the application of the liquid deicer. The breakdown is as follows:

- 1- 1-3" of snow can be melted. Hauling it away will be up to the discretion of the City Representative.
- 2- 3-6" of snow will need to be hauled away.
- 3- 6" or more will be based on time and materials.

EXHIBIT A  
1 of 5

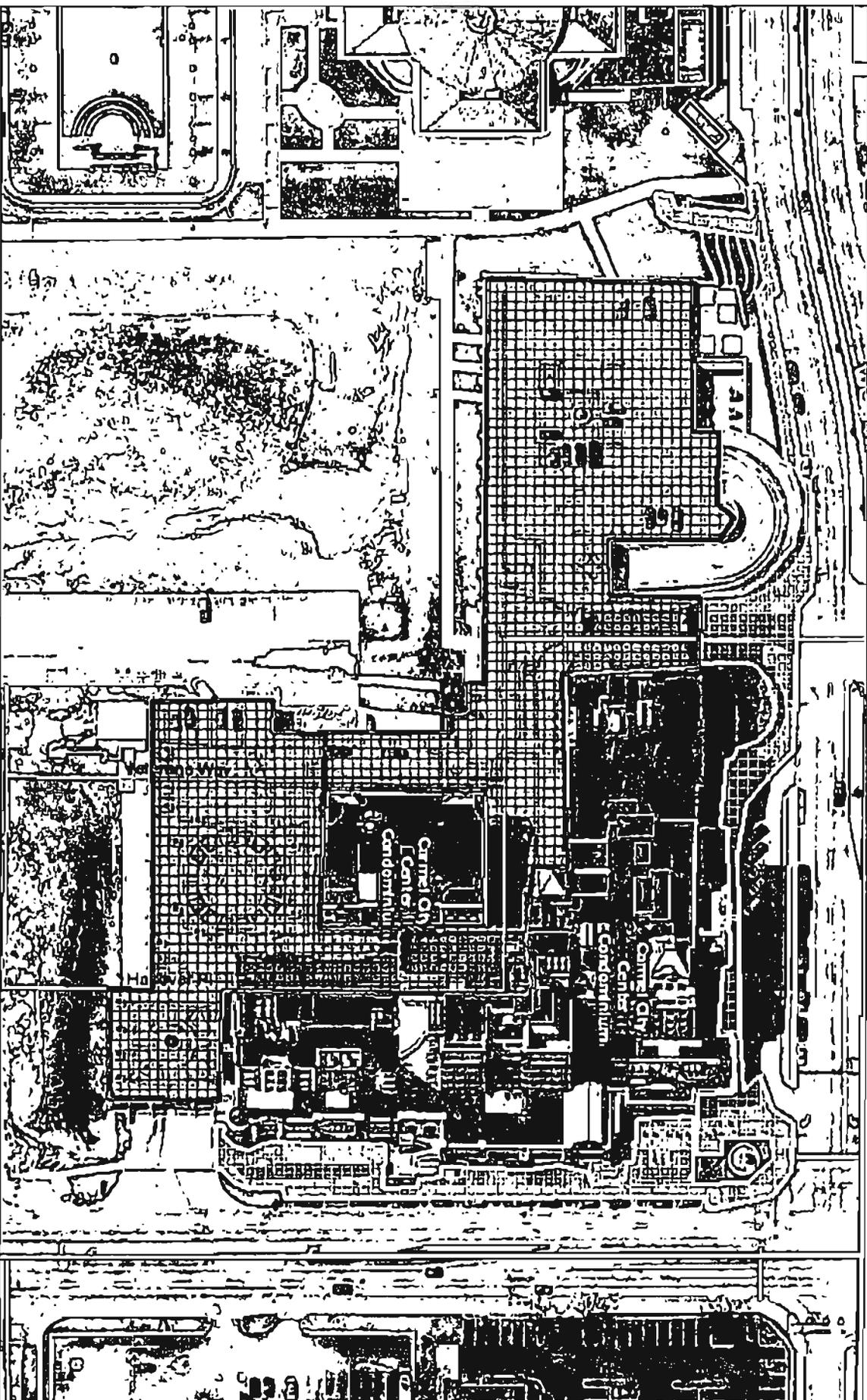
The winning bid will be based on the lowest overall "per snow price" for numbers 1 and 2 in a 22 event season with 3 times of hauling the snow away.

The contractor will be responsible for repairing/replacing any and all damage directly related to the snow removal.

Please provide a list of all equipment that can be used and an hourly rate for each piece. This will be used for the + 6" snows for time and material cost.

Invoices of winning vendor will need to reflect prices separately itemized as right-of-way areas and non-right-of-way areas.

Hamilton County Map



November 5, 2015

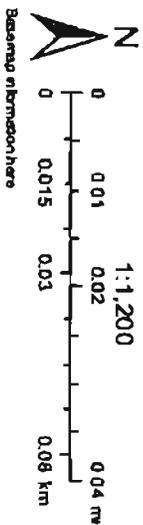
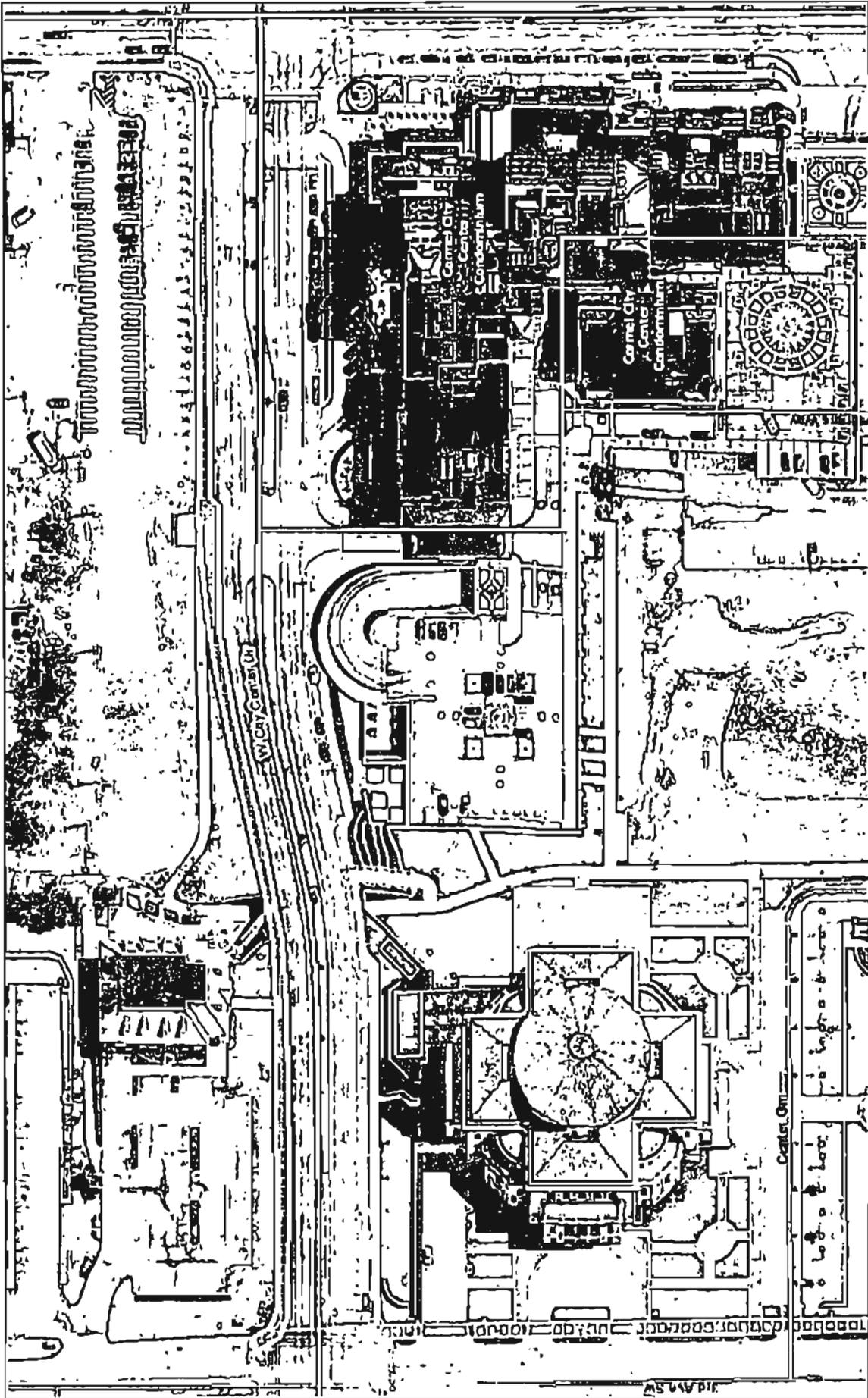


EXHIBIT A 305

Hamilton County Map



November 5, 2015

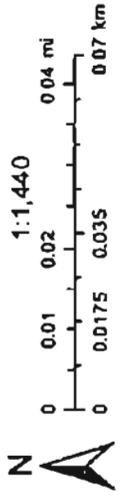
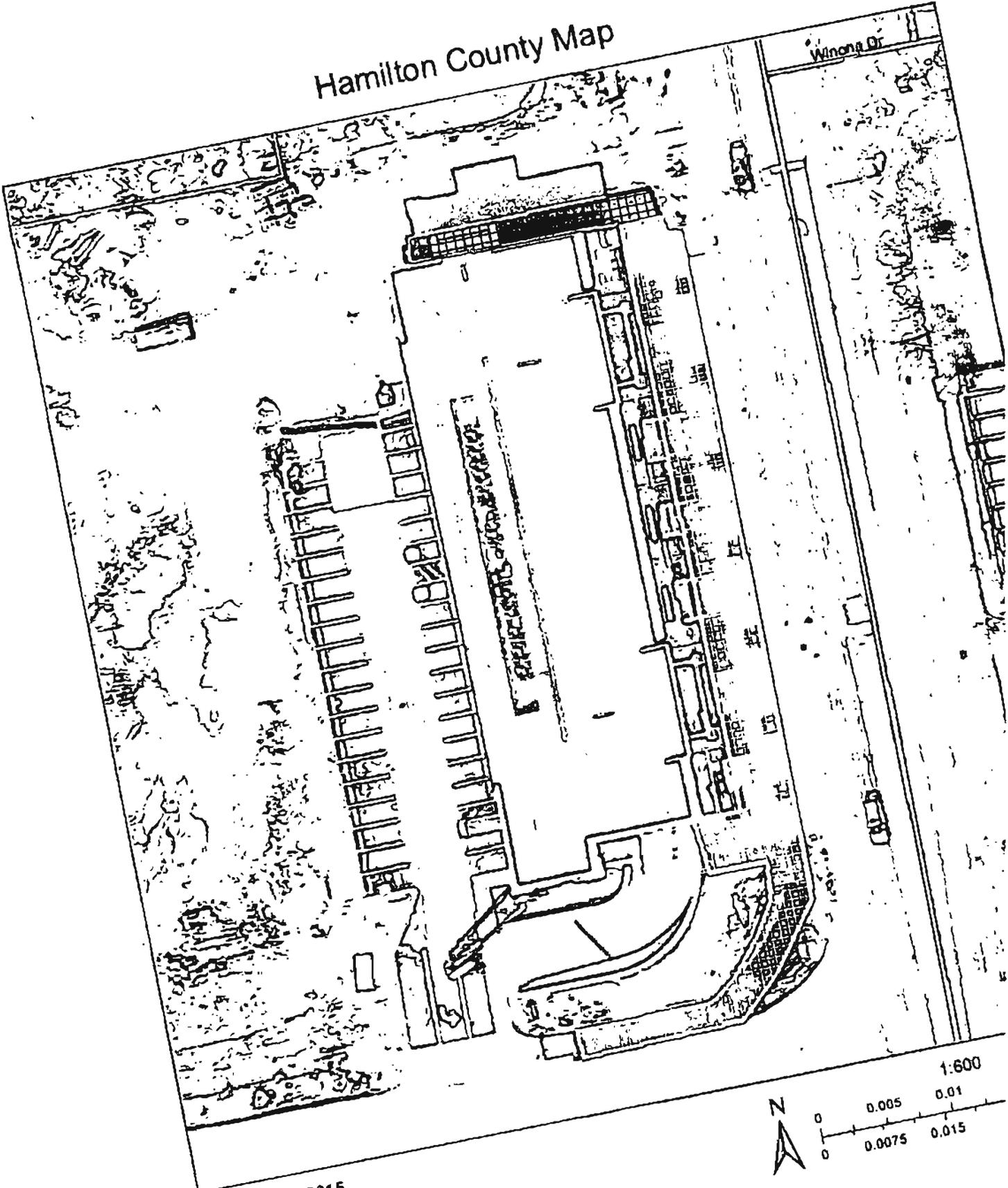


EXHIBIT *A 4085*

# Hamilton County Map

Winona Dr



November 5, 2015

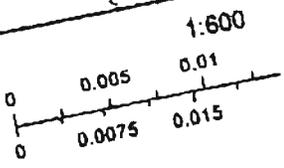


EXHIBIT A

50fs

Basemap information here

EXT

**EXHIBIT "B"**  
**E-verify requirement**

All terms defined in I.C. § 22-5-1.7 et seq. are adopted and incorporated into this section of the Amendment.

Pursuant to I.C. § 22-5-1.7 et seq., Vendor 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 Addendum. Vendor is further required to execute the attached Affidavit, herein referred to as "Exhibit C", which is an Affidavit affirming that: (i) Vendor is enrolled and is participating in the E-verify program, and (ii) Vendor does not knowingly employ any unauthorized aliens. This Addendum incorporates by reference, and in its entirety, attached "Exhibit C." In support of the Affidavit, **Vendor 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 Vendor and delivered to the City's authorized representative.

Should Vendor subcontract for the performance of any work under this Addendum, the Vendor 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. Vendor shall maintain a copy of such certification for the duration of the term of any subcontract. Vendor shall also deliver a copy of the certification to the City within seven (7) days of the effective date of the subcontract.

If Vendor, or any subcontractor of Vendor, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the Vendor or subcontractor subsequently learns is an unauthorized alien, Vendor shall terminate the employment of or contract with the unauthorized alien within thirty (30) days ("Cure Period"). Should the Vendor or any subcontractor of Vendor 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.

Exhibit "C"  
E-Verify Affidavit

Trampess Engle, 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 Engle's Landscaping (the "Company") in the position of Labor.
3. I am familiar with the employment policies, practices, and procedures of the Company and have the authority to act on behalf of the Company.
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 01 day of Nov., 2016

Trampess Engle  
Printed: Trampess Engle

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.

Trampess Engle  
Printed: Trampess Engle

Form 9-1366  
(April 2015)

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations

Agreement#: 17EMNF000005  
Customer#: 6000001344  
Project #: GC17NF000010022  
TIN #: 35-6000972  
USGS DUNS #: 949289961



Fixed Cost Agreement YES| X | NO| |

THIS AGREEMENT is entered into as of the October 1, 2016, by the U.S. GEOLOGICAL SURVEY, Indiana-Kentucky Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Carmel - Engineering party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for the operation and maintenance of the Williams Creek streamgage at 96th Street in Indianapolis, IN, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$0 by the party of the first part during the period October 1, 2016 to September 30, 2017
- (b) \$4,470 by the party of the second part during the period October 1, 2016 to September 30, 2017
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of :

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request; be furnished by the party of the first part; at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties.

9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered annually. Payments of bills are due within 60 days after the billing date. If not paid by the due date,

interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.)

Form 9-1366  
(April 2015)

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations

Agreement#: 17EMNF0000005  
Customer#: 6000001344  
Project #: GC17NF000010022  
TIN #: 35-6000972  
USGS DUNS #: 949289961

USGS Technical Point of Contact

Name: Jeffrey Woods  
Supervisory Hydrologist  
Address: 5957 Lakeside Blvd.  
Indianapolis, IN 46278  
Telephone: (317) 600-2762  
Fax: (317) 290-3313  
Email: jwoods@usgs.gov

Customer Technical Point of Contact

Name: Jeremy Kashman  
City Engineer  
Address: Carmel Engineering Department One  
Civic Square  
Carmel, IN 46032  
Telephone: (317) 571-2441  
Fax:  
Email: jkashman@carmel.in.gov

USGS Billing Point of Contact

Name: Christopher Johnson  
Accounting Technician  
Address: 5957 Lakeside Blvd.  
Indianapolis, IN 46278  
Telephone: (317) 600-2788  
Fax:  
Email: cwjohnson@usgs.gov

Customer Billing Point of Contact

Name: Kate Lustig  
Office Administrator  
Address: Carmel Engineering Department One  
Civic Square  
Carmel, IN 46032  
Telephone: (317) 571-2432  
Fax: (317) 571-2439  
Email: klustig@carmel.in.gov

U.S. Geological Survey  
United States  
Department of Interior

City of Carmel - Engineering

  
Signature

By \_\_\_\_\_ Date: May 23, 2016  
Name: Michael Griffin  
Title: Director

Signatures

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

### City of Carmel - Engineering

Attachment for 17EMNF000005  
10/1/2016 to 9/30/2017

**SURFACE WATER**

SITE NUMBER	DESCRIPTION	CODE	NO. UNITS	DIFF FACTOR	USGS FUNDS	CUST. CASII	OTHER FUNDS	TOTAL COST
03351072	WILLIAMS CREEK AT 96TH STREET, INDIANAPOLIS, IN Full Range Streamflow Station	QCONT	0.34	1		\$4,470		\$4,470
						<b>SW Total:</b>		<b>\$4,470</b>
						<b>SW Grand Total:</b>		<b>\$4,470</b>

**SUMMARY FOR 17EMNF000005**

City of Carmel - Engineering

TYPE	USGS FUNDS	CUST. CASII	OTHER FUNDS	TOTAL COST
SURFACE WATER (SW)		\$4,470		\$4,470
<b>GRAND TOTAL</b>		<b>\$4,470</b>		<b>\$4,470</b>



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

THIS AMENDMENT TO THE GOODS AND SERVICES AGREEMENT ("Agreement") entered into by and between the City of Carmel and Bartlett Tree Experts (the "Vendor"), as City Contract dated February 17, 2016 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". Furthermore, the terms of the Agreement shall be amended to include the E-verify requirement as stated in Indiana Code § 22-5-1.7 et seq., which is attached hereto and incorporated herein as Exhibit "B", as well as the required E-verify Affidavit, attached hereto and incorporated herein as Exhibit "C". Also, pursuant to I.C. § 5-22-16.5, Vendor shall certify that in signing this document, it does not engage in investment activities within the Country of Iran. 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

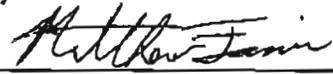
\* BARTLETT TREE EXPERTS

by and through its Board of Public  
Works and Safety

By:

By:

James Brainard, Presiding Officer

  
Authorized Signature

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

Matthew Farin

Mary Ann Burke, Member

Printed Name

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

Vice President

Lori S. Watson, Member

Title

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

FID/TIN: 06-0254490

Last Four of SSN if Sole Proprietor: \_\_\_\_\_

ATTEST:

Date: 11/28/2016

Christine Pauley, Clerk-Treasurer

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

\* BARTLETT TREE EXPERTS IS THE REGISTERED  
TRADE NAME OF THE F.A. BARTLETT TREE  
EXPERT COMPANY, A CONNECTICUT CORPORATION



# City of Carmel

DEPARTMENT OF COMMUNITY SERVICES

QUOTE FOR TREE REMOVAL AND LANDSCAPE MAINTENANCE

CONTRACT NOT TO EXCEED \$75,000.00

Quotes are due January 15<sup>th</sup>, 2016 at 9:00 am. Please submit to:

Department of Community Services  
ATTN: Daren Mindham  
One Civic Sq  
Carmel, IN 46032

## I. SCOPE OF SERVICES

The quote is for tree removal and other landscape maintenance. The Contractor will furnish all labor, materials (unless notified), equipment and services necessary for tree removal/maintenance and clean-up of debris.

## II. CITY OF CARMEL REPRESENTATIVE

All questions related to this quote shall be addressed to:

Daren Mindham  
Urban Forester  
One Civic Sq  
Carmel, IN 46032  
Phone: 317-571-2417  
Email: dmindham@carmel.in.gov

## III. WORK REQUIREMENTS

### Applicable Standards:

- Contractor must adhere to American National Standards Institute (ANSI A300) and (ANSI Z133.1) current editions.

### Work Requirements:

- All work shall be completed within 50 days after received work order from Carmel Representative.
- The Contractor will schedule project work to occur between the hours of 7:00 a.m. and 6:00 p.m. Monday through Saturday, only, unless authorized by the Carmel Representative in advance. Contractor shall not work on any city holidays.
- Contractor shall require authorization from the Carmel Representative for any sub-contracted work. Otherwise, all work shall be completed by employees of the Contractor.
- Contractor shall call 1-800-382-5544 to have all underground utility locations marked.

ONE CIVIC SQUARE

CARMEL, INDIANA 46032

317-571-2417

EXHIBIT A

1 of 3



# City of Carmel

DEPARTMENT OF COMMUNITY SERVICES

- Contractor shall supply all needed labor, trucks, equipment, supplies, materials, safety devices and other equipment necessary to complete the work.
- Traffic control is the sole responsibility of Contractor and shall be coordinated in advance with the proper department(s) of the city. The blocking of public streets shall not be permitted unless prior approvals have been made with the appropriate city departments and the Carmel Representative has been notified. Traffic control shall be accomplished in conformance with state, county and local highway construction codes and all other applicable law. A traffic maintenance plan is required by the Carmel Engineering Department for the blocking of any lane. The handbook to use unless otherwise directed, will be the CONCISE HANDBOOK FOR TEMPORARY TRAFFIC CONTROL, Construction, Maintenance, and Utility Operations, 2014, SP-2.
- The staging of vehicles or other equipment on any public sidewalk or path is prohibited.
- Any injuries, damages, expenses or loss to any person or property, public or private, as a result of or related to the project are the sole responsibility of the Contractor and shall be repaired or compensated by the Contractor to the satisfaction of both the injured party and the Owner, at no cost to the Owner.
- Any alteration or modification of the work performed under the contract shall be made only by written agreement between the Contractor and Carmel Representative and shall be made prior to commencement of the altered or modified work. No claim for extra work or materials shall be allowed unless covered by such a written agreement executed by all parties hereto.
- All tree debris, excess soil and mulch, metal baskets, wrapping material or other debris resulting from any tree work shall be promptly cleaned up and removed from site. The work area shall be kept safe and neat at all times until the cleanup operation is completed. Under no circumstance shall the accumulation of soil, branches, or other debris be allowed overnight upon a public or private property in such a manner as to result in a hazard. *This cost shall be included in the individual pricing under 'Layout of Quote'.*
- Stump removal shall be completed by a stump grinding machine, unless authorized by the Carmel Representative.
- Contractor shall be certified and hold all required applicator's licenses from the state of Indiana. Contractor shall possess any city right-of-way permits, as necessary. Contractor must comply with all applicable environmental, chemical, and other laws when performing its obligations.
- Contractor shall submit product labels of all proposed pesticides and chemicals for Carmel Representative approval prior to use.
- Contractor shall contact Carmel Representative prior to the start of any pest control applications. This notification is meant to determine the time frame in which the pest control application work is to be completed.



# City of Carmel

DEPARTMENT OF COMMUNITY SERVICES

## IV. LAYOUT OF QUOTE (to the nearest fifth dollar)

### TREE REMOVAL:

Tree removals shall be assigned by the Carmel Representative. Please provide a cost quote for removing a tree within the corresponding range. This is not based on each inch, but per range. Example: >6-12" = \$200

Price per tree within DBH range	0-6" \$ <u>45</u>	>18-24" \$ <u>495</u>	>36-42" \$ <u>1250</u>
	>6-12" \$ <u>185</u>	>24-30" \$ <u>765</u>	>42" \$ <u>1480</u>
	>12-18" \$ <u>330</u>	>30-36" \$ <u>1085</u>	

### STUMP REMOVAL:

Stump grinding shall remove any part of the tree and roots that would affect the planting of a new 3" ball and burlap tree, unless noted by the Carmel Representative. Ground stump areas shall be leveled to grade with a minimum addition of 6" of topsoil and seeded with a lawn grass mix. Please provide a cost quote for a stump removal within the corresponding range. This is not based on each inch, but per range. Example: 0-12" = \$50

Price per stump within range measured at 3" ht	0-12" \$ <u>35</u>	>24-30" \$ <u>95</u>	>36-42" \$ <u>175</u>
	>12-24" \$ <u>75</u>	>30-36" \$ <u>120</u>	>42" \$ <u>225</u>

### TREE PRUNING (Crown raising):

Pruning shall be assigned by the Carmel Representative. Please provide a cost quote for pruning a tree within the corresponding range. This is not based on each inch, but per range. Example: 0-12" = \$80

Price per tree within DBH range	0-12" \$ <u>60</u>	>24-30" \$ <u>300</u>	>36-42" \$ <u>400</u>
	>12-24" \$ <u>210</u>	>30-36" \$ <u>350</u>	>42" \$ <u>600</u>

### CHEMICAL APPLICATION: (to the nearest dollar)

Chemical applications, product and methods shall be approved per the Urban Forester. Quote should be based on achieved bagworm and scale control, but may include other types of applications.

**Scale** – Early May: First application apply bifenthrin to the canopy and trunk of the tree until runoff.

Early to Mid-June (when catalpa trees bloom): Second application apply bifenthrin to suppress spider mite outbreak from occurring as well as kill scale crawlers that were not affected by the first application.

*\*also targeting for bagworms in early to mid-June when catalpa trees bloom*

**Bagworms** – Early to mid June: apply bifenthrin to the canopy. (when catalpa trees bloom)

**Emerald Ash Borer** – Mid May: perform a systemic root flare injection treatment to the following trees to help suppress emerald ash borer with the product Tree-age at appropriate time and rate for insect control.

ONE CIVIC SQUARE

CARMEL, INDIANA 46032

317-571-2417

EXHIBIT A  
3 of 3

**EXHIBIT "B"**  
**E-verify requirement**

All terms defined in I.C. § 22-5-1.7 et seq. are adopted and incorporated into this section of the Amendment.

Pursuant to I.C. § 22-5-1.7 et seq., Vendor 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 Addendum. Vendor is further required to execute the attached Affidavit, herein referred to as "Exhibit C", which is an Affidavit affirming that: (i) Vendor is enrolled and is participating in the E-verify program, and (ii) Vendor does not knowingly employ any unauthorized aliens. This Addendum incorporates by reference, and in its entirety, attached "Exhibit C." In support of the Affidavit, Vendor 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 Vendor and delivered to the City's authorized representative.

Should Vendor subcontract for the performance of any work under this Addendum, the Vendor 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. Vendor shall maintain a copy of such certification for the duration of the term of any subcontract. Vendor shall also deliver a copy of the certification to the City within seven (7) days of the effective date of the subcontract.

If Vendor, or any subcontractor of Vendor, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the Vendor or subcontractor subsequently learns is an unauthorized alien, Vendor shall terminate the employment of or contract with the unauthorized alien within thirty (30) days ("Cure Period"). Should the Vendor or any subcontractor of Vendor 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.

Exhibit "C"  
E-Verify Affidavit

Matthew Farin, 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 F. A. Bartlett Tree Expert Company (the "Company") in the position of Vice President.
3. I am familiar with the employment policies, practices, and procedures of the Company and have the authority to act on behalf of the Company.
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.

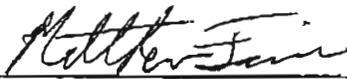
FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 28th day of November, 2016.

  
\_\_\_\_\_

Printed: Matthew Farin, V.P.

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: Matthew Farin, V.P.

**RESOLUTION NO. BPW-12-05-16-02**

**RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY  
ACKNOWLEDGING RECEIPT OF CONTRACT**

**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 City contract attached hereto as Exhibit A (the "Contract"); and

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

SO RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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:

\_\_\_\_\_  
Christine Pauley, Clerk-Treasurer

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



**Duke Energy Indiana, LLC and the City of Carmel, Indiana  
Underground Electric Facilities Project  
Memorandum of Understanding**

1. Duke Energy Indiana (DEI) and the City of Carmel (City) have been in discussions concerning the City's request to DEI to relocate certain overhead electric transmission and distribution facilities, which include poles, wires and other equipment necessary for transmission and distribution of electricity (the Facilities). The Facilities are currently located in a transmission corridor comprised of written and prescriptive easements owned by DEI and extending, for purposes of the description of this project, from 1<sup>st</sup> Street Northwest south to the south side of East Carmel Drive (the Easements).
2. The relocation of the Facilities is to be done in proposed Phases I-IV (Project), with proposed Phases I and II having the highest priority. An aerial depiction of the Project and its proposed Phases is attached as Exhibit A to this MOU. The Easements are also depicted on the attached Exhibit A. Exhibit A is not intended to serve as a surveyor's document.
3. As discussed in a meeting held on November 16, 2016 with the City, DEI understands the following:
  - a. Phase I Transmission: Proposed Phase I commences on the south side of East Carmel Drive, at above-ground facilities to be located at the southwest corner of Curley's brickyard on an existing DEI above-ground easement; moves north along the west side of the brickyard in a City-obtained above-ground easement to a riser pole near East Carmel drive; passes under East Carmel Drive in a City-granted exclusive easement; and proceeds underground in a City-obtained exclusive easement west on private property to the City Right of Way (ROW) that abuts the Proscenium development on its west side. From there, the transmission facilities will run north in a City-granted exclusive underground easement in the City ROW under what will be parking and grassy areas, until it meets Veteran's Way. From there, Phase I will proceed north in a City-granted exclusive underground easement located in the northbound travel lane of Veteran's Way to

a point south of the Carmel City Center. Most of proposed Phase I is not located in the Easements except at the north end as it begins to meet and follow Veteran's Way.

Phase I Distribution: Proposed Phase I of the Project commences on the south side of East Carmel Drive in above-ground facilities located in the Easements and will proceed underground in a City-granted easement under East Carmel Drive to the City's ROW under Veteran's Way where distribution will proceed north in a City-granted underground easement in the south bound travel lane of Veteran's Way to a point south of City Center. Distribution surface facilities and underground service feeds will require additional easements that are sufficient to meet all NESC codes and are at least 10 feet in width (5 feet on both sides of the centerline of final engineering designs).

- b. Phase III Transmission: Proposed Phase III connects to proposed Phase I and the Parties anticipate that Phases I and III will be undertaken either simultaneously or in overlapping fashion. Phase III runs north in a City-granted exclusive underground easements generally in the southbound travel lane of Veterans Way (subject to final design which may require that transmission veer to the center of Veteran's Way) and turns west at the Carmel Fire Station, ending at the south end of the existing 69k V underground electric facilities located near the northwest corner of the Carmel Fire Station property. The City owns the property in proposed Phase III that is in the Easement and has indicated that it intends to extend a roadway called Veteran's Way from a point north of Phase I to the existing Veteran's Way near the City Center.

Phase III Distribution: Proposed Phase III connects to proposed Phase I and the Parties anticipate that Phases I and III will be undertaken either simultaneously or in overlapping fashion. Phase III for distribution feeder facilities will run north in a City-granted underground easement in the north bound travel lane of Veteran's Way, and turn west at the Carmel Fire Station ending at the south end of the

existing underground distribution facilities. Distribution surface facilities and underground service feeds will require additional easements that are sufficient to meet all NESC codes and are at least 10 feet in width (5 feet on both sides of the centerline of final engineering designs).

The City agrees that if Phase III is not commenced at the same time as Phase I, Phase I will end in above-ground facilities that may later be converted and removed, all at additional cost to the City. Until Phase III is commenced, the above-ground facilities in Phase I will remain in place as will the Facilities in the Easements in the area called Phase III.

- c. Phase IV Transmission: Phase IV will connect to the north portion of the existing underground 69kV and will end at a point near 6<sup>th</sup> Street S.W. yet to be determined.

Phase IV distribution: Phase IV will connect to the north portion of the existing underground facilities and will end at a point near 6<sup>th</sup> Street S.W. yet to be determined. Distribution above-grade and service feeds will require additional easements that are sufficient to meet all NESC codes and are at least 10 feet in width (5 feet on both sides of the centerline of final engineering designs).

The timing and final route of proposed Phase IV after meeting existing underground Facilities has not been determined. It is therefore possible that Phase IV will not be undertaken by the City and/or that the design will change. In that case, proposed Phase II will start at above-ground facilities which may later be converted and/or removed, all at additional cost to the City until Phase IV is commenced. Any such above-ground Facilities will remain in Phase II as will the Facilities in the Easements in the area called Phase IV.

- d. Phase II Transmission. Assuming Phase IV and Phase II are not simultaneously undertaken, then Phase II begins at a riser pole at 1<sup>st</sup> Avenue SW near 6<sup>th</sup> St. S.W. and proceeds west on 6<sup>th</sup> St. S.W. to Monon Blvd. in a City-granted exclusive

underground easement in the City ROW. Transmission will then run north on Monon Blvd. in a City-granted exclusive underground easement in the northbound travel lane of Monon Blvd. and turn east at the north end of the DEI substation at 340 1<sup>st</sup> Street S.W. The City understands that DEI must use the north end of its substation because of the location of certain 69kV facilities. Transmission then turns and proceeds north in a City-granted exclusive underground easement in the northbound travel lane of 1<sup>st</sup> Ave. S.W. and crosses under East Main Street and ends at above-ground facilities on the north side of 1<sup>st</sup> St. N.W., at a riser pole on private property in a City- obtained exclusive easement.

Phase II Distribution: Distribution will turn east on 6<sup>th</sup> St. S.W. in a City-granted underground easement and continue north in a City-granted underground easement in the southbound travel lane under 1<sup>st</sup> Ave. S.W. to the same end point as transmission described in the paragraph above.

These paragraphs are not intended to be a legal description but instead, are intended to outline DEI's understanding of the Project as proposed by the City.

4. The City has agreed to pay for all costs related to the relocation of all existing above-ground Facilities and to provide exclusive underground transmission easements and distribution easements that the City will obtain and grant to DEI in return for which the City requests that DEI release its Easements and relocate its Facilities.
5. The City understands and agrees that DEI must take into account that 1) the transmission Facilities currently located in DEI's Easements are MISO critical, meaning MISO determines when such transmission Facilities may be offline and for how long; 2) DEI cannot impose costs associated with benefits to one group of customers on other customers; and 3) DEI must continue to provide safe and reliable service under regulatory mandates. DEI must also take into account that it currently has property interests in its Easements and that with this Project, the City is asking DEI to release

those interests in favor of underground easements a) granted by the City under, in or on City-owned property including public road right of ways and b) acquired by the City under, in or on privately owned property. These new easements are generally referred to as Relocation Areas.

6. The basis upon which DEI will undertake each Phase of this Project are set forth below. The City acknowledges that the conditions in Paragraphs 7 (b), (e), (f), (j), (k), (l) and (m) are conditions precedent to each Phase of this Project and must be met by the City before the particular Phase will be undertaken. Although DEI intends to move forward with each Phase even if all Phases are not undertaken at the same time, each Phase must meet the conditions precedent and a failure to meet these conditions will cause the Phase to be relocated on terms acceptable to DEI or, barring an ability to relocate, to be cancelled. This MOU is also the basis in principal, for additional agreements and documents necessary to effectuate each Phase of the Project, which include, as necessary Phase I, II, III and IV Transmission and Distribution Relocation Agreements, which are based on the principles set forth below but will enumerate the items necessary to commence construction of each phase.
  
7. The Parties agree as follows:
  - a. The City shall pay all costs, subject to usual DEI payment times and terms. For example, DEI distribution requires the City to sign a relocation agreement before work is done, agreeing to pay actual costs after work is completed. Transmission requires that the City pay for materials as they are ordered and for monthly work arising from the relocation of any and all of the above-ground electric transmission/distribution Facilities currently located in the DEI Easements and public road right of way that form the basis of the Project, whether or not a proposed Phase is completed or abandoned. For clarity if, for example, DEI incurs engineering costs in considering the feasibility of any proposed Phase or aspect of the Project and concludes that the work cannot move forward under these terms, such “stranded” costs shall be paid by the City. Costs shall include, but are not limited to, costs related to obtaining necessary easements or other property

interests in the Relocation Areas, legal and engineering costs, environmental costs, purchase of materials, the construction and relocation of Duke Facilities (including DEI and contracted labor), and removal and disposal of any above-ground facilities. The City acknowledges that DEI will not subsidize any cost of this Project at the expense of other DEI customers or Duke Energy shareholders.

- b. The City and DEI shall work together in good faith to identify any non-DEI third parties who currently are located in Facilities in the Easements and to notify them of each Phase of this Project. DEI will provide the information that it has regarding third parties located in Facilities in the Easements on or before 5 business days of the execution of this MOU. The City shall notify and negotiate agreements with any non-DEI third party users currently in the Easements to relocate their non-electric facilities and such relocation shall not include DEI's exclusive 25' transmission easements to be granted by the City as part of the Project. The relocation of the third-party non-electric facilities shall not be the responsibility of DEI and the City shall hold DEI harmless from any claims or causes of action arising from the relocation of such third party users that arise from the Phases of this Project and relocation out of the Easements.
  
- c. On an ongoing basis, the City shall pay the cost differential arising from or relating to repair, maintenance, replacement and/or relocation of the underground transmission Facilities, which shall be calculated by taking the actual costs incurred less the repair cost of the same span in feet of overhead facilities as calculated in the year in which the maintenance, repair or replacement occurs. For example, if the actual cost of repairing 50 feet of new underground facilities that are built as part of this Project is \$100,000 and the cost of repair of 50 feet of overhead facilities is \$50,000, the City shall pay the \$50,000 differential. Avoided costs, including Operation & Maintenance costs will not be considered, as they are speculative.

- d. By resolution and associated permitting, City shall not use or authorize any third party underground use of public road right of ways where the DEI's exclusive underground transmission facilities are located and shall not use or authorize the use of underground or above-ground public road right of ways where DEI distribution facilities are located (except in the case of travel) without the prior review and written approval of DEI. The City shall be responsible for all costs if DEI must repair, modify or relocate its Facilities as a result of any underground use of public road right of ways not approved by DEI.
- e. The City shall have the right to cross DEI's underground transmission facilities with the City's water lines so long as the City crosses in a perpendicular fashion, at an angle greater than 30 degrees off the road center line, with appropriate clearances as required by code, accepted standards, Duke operational requirements, or as agreed upon by the parties.
- f. The City must provide DEI with two sets of easements for each of the Relocation Areas:
  - i. The first set of easements is for transmission Facilities and for purposes of the Project must a) remain exclusive; b) be a minimum of 25 feet wide; and c) meet DEI engineering depth requirements which are dependent on grading and other variables. Exclusive means that no other utilities run in parallel within the 25-foot easement and that any crossing utilities have been approved in advance by DEI to ensure they are sufficiently distant from the transmission line and clearly and readily identifiable.
    - 1. Exclusively must be memorialized by i) recording the underground exclusive easements; ii) the passage of a resolution(s) by the City's Board of Public Works limiting the use of DEI's 25' exclusive easements; iii) permitting; iv) a Letter Agreement between DEI and City by which the City will enter an "evergreen" and other hold harmless provisions mutually acceptable to both parties; and

v) where a new project or development is within 100 feet of DEI's exclusive easement, an agreement to include a description of the 25' exclusive easements' location and recording information in every dedication or grant of public road right of way the City accepts from a developer, all of which are intended to provide third parties, including other utilities and developers, whether present or future, notice of DEI's exclusive rights granted by the City for this Project.

2. Further, the City will obtain from Hamilton County a waiver from the applicable drainage board of that board's statutory right to require DEI (i) to obtain a permit to use any legal drain that is or may be placed in any Phase and/or (ii) to relocate, modify or support DEI facilities in the future at the expense of DEI for any drain project.
3. All utilities currently installed within the 25-foot easement must be identified by the City to DEI and DEI shall have no obligation to proceed with any proposed Phase until such utilities have been identified and either relocated or determined by DEI to present no threat to the safety or reliability of the Facilities, including without limitation, thermal influence. Already existing City sewer may remain so long as it meets the requirements set out above.
4. The City understands that the information it is required to provide under this paragraph must be provided during preliminary engineering of each phase and that information so provided may result in a need to either relocate a proposed Phase or cancel it if the condition of this MOU cannot be met.
5. To the extent City sewer (or by agreement with DEI, other utilities) remain in the underground transmission easements that the City grants to DEI the City shall enter into encroachment agreements with DEI that, amount other things, indemnifies DEI against any claims or losses arising from damage to the sewer (or any

approved encroaching utilities or services) caused by DEI in constructing, operating, and maintaining its Facilities.

- ii. The second set of easements is for distribution Facilities for each Phase which, for purposes of this Project, must be a minimum of 10 feet in width (5 feet on both sides of the centerline of final engineering designs). For example, although distribution may be able to use a 10-foot easement under a traveled road for its feeder line, it will also need a minimum of 10-foot easements for each service line, and easements that are substantially wider for above-grade facilities such as switchgear. In all cases, the size and location of distribution facilities will be determined by DEI and no distribution facilities will be in or on buildings. In all cases, DEI must have sufficient easements to meet all NESC requirements. The City also agrees that distribution has no obligation to consider the use of existing duct bank currently located in Phase II.
  - iii. The City's inability to meet these requirements mean the proposed Phase cannot proceed as outlined.
- g. City agrees that this Project is non-precedent setting. No agreement in respect to this Project may be used as basis to claim waiver, acquiescence or agreement by DEI to any other future project.
- h. The City agrees that at its sole expense it will give DEI immediate and unrestricted access to any new underground Facilities via street closures (or other necessary actions), and will undertake immediate traffic control in the event of an emergency condition to effectuate repairs/maintenance to the Facilities. The City acknowledges that street closures may occur for extended periods to allow for repair/maintenance/replacement and agrees to provide the necessary time without pressure to reopen such streets. For non-emergency conditions for repairs and maintenance, notice shall be given by DEI, with reasonable efforts to avoid

repairs and maintenance during previously scheduled festivals, events or parades. Upon such notice, the City shall give the same access as for emergency repairs or maintenance. The parties agree that “emergency conditions include unplanned work and any work that is subject to a MISO-imposed timeline. The City shall provide a copy of this or any later relevant agreement to the appropriate City departments or entities with whom DEI must work in these situations. For example, if the police department will effectuate a street closure, the department must be given notice of this agreement and the City must provide a point of contact to DEI. That point of contact shall have all necessary authority to grant DEI immediate access.

- i. This Project does not include any changes to the existing DEI Carmel substations and shall not include plantings. The existing street cuts on the east side of the substation on 1<sup>st</sup> Avenue S.W. shall be maintained and DEI shall be given one additional curb cut onto Monon Blvd. The City is also willing to modify the curb design to a rolled curb to allow access to the DEI 1<sup>st</sup> Street substation. To the extent any Phase of the Project requires changes to the substation that would not otherwise be necessary but for the installation of any Phase of the Project, not including load growth, the City shall pay for those changes. DEI reserves all its rights to use its substation properties and such rights are not affected by this MOU.
- j. The City will undertake the construction of any necessary underground duct banks and structures to effectuate the Relocation of the Facilities using a DEI-approved contractor, who shall construct the underground facilities to meet DEI’s standards and specifications. DEI will provide an inspector, to be charged as part of Project costs, at the time of installation of such items to review and approve work as satisfactorily completed. DEI will not assume any liability arising from or related to the incorrect construction of the underground Facilities by the City’s contractor and reserves the right to reject the existing duct bank in proposed Phase II if it does not meet its standards or is unable to pass testing prior to repairs. The

City agrees that it will pay for any and all costs associated with the repair of the existing duct bank in the event DEI determines that the duct bank can be used. DEI will remain responsible for the design/construction and installation of electrical equipment, but all costs associated therewith are to the City's account.

- k. All easements necessary to each Phase of the Project shall be in place, first in time with respect to any encumbrance, and granted to DEI prior to the commencement of any construction work. Such grant is a necessary condition precedent to further DEI obligations for any proposed. Phase. DEI will retain its current Easements and maintain energized above-ground Facilities until both a) the new easements are granted and recorded so as to confer the necessary rights on DEI and provide notice to third parties; b) the underground facilities are tested, energized and operational; and c) all existing customers are assured continuous services. Only if and after these requirements are met, will DEI remove overhead facilities and upon completion of the removal, release any portion of its Easements and then only with respect to the Phase completed, assuming both transmission and distribution are complete.
- l. The City is and remains responsible for obtaining any approvals or permissions necessary to the Project and such approvals or permissions are again, precedent conditions to DEI's undertakings.
- m. The City, by its contractors, shall undertake all boring/testing/sampling necessary to meet any applicable DEI requirements, laws, or regulations, including all environmental laws, regulations or requirements, necessary to engineering, constructions and subsequent operations of any Phase of the Project. The City or any other property owner or developer are and remain responsible for any environmental liability associated with disturbing or removing any materials in any Phase of the Project and for any remediation costs. In the event environmental boring/testing/sampling reveal any type of environmental condition that may affect reliable and safe service via underground Facilities in any Phase of this

Project, that Phase will not be undertaken by DEI and that portion of the facilities will remain above-ground in the existing Easements.

- n. The Parties agree that the terms as set forth in this MOU are reasonable and that the failure to meet certain terms of this MOU, as set out above, may result in the cancellation of a Phase of or the Project. The Parties further agree to execute any agreements or documents necessary to effectuate these terms. However, this MOU, once executed will allow the Parties to commence with the initial steps of the phases of this Project, in reliance on the terms and conditions herein.

Duke Energy Indiana, LLC

Date: November, 28, 2016

By: Melody Burnett Byrd  
Title: President - Duke Energy Indiana

City of Carmel, Indiana

Date: November, 29, 2016

By: June Brumby  
Title: MAYOR



492 Old Connecticut Path, Suite 601  
 Framingham, MA 01701  
 (508) 766-3300  
 www.virginpulse.com



## Application Service Provider Agreement Order Form

**Prepared for:** Barbara Lamb  
 City of Carmel, IN  
 Carmel City Hall  
 One Civic Square  
 Carmel, IN 46032  
 Phone: (317) 571-2409  
 Email: blamb@carmel.in.gov

**Quotation Date:** November 7, 2016  
**Quote Expiration Date:** December 16, 2016  
**Rep:** Patrick Donoghue  
 Phone: (508) 766-3385  
 Email: patrick.donoghue@virginpulse.com

This Order Form and all accompanying appendices shall be referred to as the "Agreement."

### Agreement Summary Information:

Estimated Number of Eligible Lives: 600  
 Minimum Number of Eligible Lives (90% of Estimated): 540  
 Initial Term of this Agreement will commence on the Effective Date and will expire three (3) years from the Subscription Start Date.

Initial Term	Definition	Estimated Date
Launch	The date on which enrollment is available	02/01/2017
Invoice Date	The earlier of: a) 60 days after the Effective Date; or b) the Launch	12/01/2016
Subscription Start Date	The earlier of: a) 120 days after the Effective Date; or b) the Launch	02/01/2017
Agreement End Date	The date when Agreement expires	01/31/2020

### Annual Subscription

Service	Price per Eligible per Year	Price per Year
Engage Platform	\$60	\$36,000
	<b>Total</b>	<b>\$36,000</b>

Total price of agreement - \$43,000



Implementation Services <sup>2</sup>	Fee Type	Unit Price	Total Price
Implementation Services	One-Time		
Standard		\$12,000	\$7,500 (discounted)
		<b>Total</b>	<b>\$7,500</b>

Tracking/Biometric Measurement Devices	Fee Type	Qty	Unit Price	Total Price
Virgin Pulse Max™ Activity Trackers	Per Unit		\$24.99 +\$4 S&H	TBD
Virgin Pulse Health Stations	Per Unit			TBD
iPad Unit			\$699 +\$40 S&H	
			<b>Total</b>	<b>TBD</b>

\* Max and iPad Units for US populations only

Pricing Summary	Total Price
Year One Fees	\$43,500
Recurring Annual Fees	\$36,000

### Payment Terms

1. The Subscription fees will be invoiced annually in advance based on the greater of the (a) Minimum Number of Eligibles (as defined above) as of Effective Date; or (b) the actual number of Eligibles on record in Provider's system at the time of invoice.

The initial invoice under this Order Form shall be due on the Invoice Date.

Thereafter, the fees shall be due every 12 months following the Subscription Start Date for the period of the Term.

Any increase in the number of Eligibles above the invoiced number of Eligibles in a given year will result in a pro-rated Price for such additional Eligible for that Year and will be invoiced quarterly.

2. The Implementation Services fees will be invoiced on the Invoice Date.

3. Client will be invoiced bi-monthly in arrears based on the total value of rewards earned by each Member during the bi-month.



The Parties have caused their duly authorized representatives to execute this Agreement as of the dates set forth below.

City of Carmel, IN \_\_\_\_\_  
By (Signature): \_\_\_\_\_  
Name (Printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

VIRGIN PULSE, INC.  
DocuSigned by:  
By (Signature): Derek Ransom  
0170113BC730498  
Name (Printed): Derek Ransom  
Title: CFO  
Date: 11/29/2016

DocuSigned by:  
Sarah Weatherhead  
25638F3DFC73436  
General Counsel

Client Information:

Name/Client: City of Carmel \_\_\_\_\_  
Address: One Civic Square \_\_\_\_\_  
Carmel, IN 46032 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Principal Contact Person: Barbara Lamb  
Title: Director of Human Resources  
Phone: (317) 571-2471  
Fax: (317) 571-2409  
Email Address: blamb@carmel.in.gov

Billing Contact: Sue Wolfgang \_\_\_\_\_  
Title: Employee Benefits Manager \_\_\_\_\_  
Phone: (317) 571-5850 \_\_\_\_\_  
Fax: (317) 571-2409 \_\_\_\_\_  
Email Address: swolfgang@carmel.in.gov \_\_\_\_\_

Virgin Pulse, Inc. Contact Information:  
Virgin Pulse, Inc.  
Attn: Derek Ransom, CFO  
492 Old Connecticut Path, Suite 601, Framingham, MA 01701



Approved and Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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:

\_\_\_\_\_  
Christine S. Pauley, Clerk-Treasurer  
Date: \_\_\_\_\_

## Appendix A Virgin Pulse, Inc. Product Descriptions

Engage Platform	
<b>Customizable Program Design</b>	Design a points-based quarterly or annual game
<b>Activity and Health Tracking</b>	Via healthy habit trackers and supported devices and apps
<b>Personalization</b>	Members personalize program based on individual goals and interests
<b>Social Support Networks</b>	Connect with colleagues and up to 10 friends and family members outside the company, and join groups
<b>Challenges</b>	Options for team-based company-sponsored challenges (2 per year), personal challenges, and friend challenges
<b>Content</b>	Content delivered daily across nine well-being categories
<b>Programs Page Directory</b>	List unlimited HR programs and resources on the Programs Page
<b>Program Reporting</b>	<p>Insight into program usage and performance</p> <ul style="list-style-type: none"> <li>Virgin Pulse Online Reporting Dashboard measures a number of key aspects of program enrollment and utilization and aggregates member data to offer trends in enrollment and engagement, risk factors, outcomes, and program activities such as Challenges, Health Station utilization, device utilization, integrated partner programs, incentives and more. Online enrollment and engagement reports are available today with additional components to become available in 2016.</li> <li>Quarterly program reviews with Virgin Pulse Client Success Manager</li> </ul>
<b>Branding</b>	Branded program website and engagement emails with company logo
<b>Third-Party Integration</b>	Biometric and reward data from third-party vendors integrated into program if delivered in Virgin Pulse preferred format
<b>Web &amp; Mobile App Program Access</b>	Program access via the web or Virgin Pulse Mobile App
<b>Account Management</b>	Experienced Client Success Manager and supporting team to ensure program success
<b>Member Support</b>	Telephone, email, online chat, and FAQ support for members
<b>Champions Program</b>	Champion training and tools to get program champions ready and engaged
<b>Rewards Structure &amp; Administration</b>	<ul style="list-style-type: none"> <li>Member rewards established based upon the individual Client specifications provided</li> <li>All rewards, inclusive of challenges and other prizes, will be passed through at cost to the Client</li> <li>Virgin Pulse manages the Member rewards activity at no cost to the Client</li> <li>Earned rewards are credited to each Member's reward account and are available for redemption at any time (subject to certain limitations, administrative and processing fees)</li> <li>Member rewards may be redeemed as cash deposits or in the Virgin Pulse store for gift cards, or fitness merchandise</li> <li>Virgin Pulse reserves the right to modify the rewards redemption procedures and types of redemption vehicles as deemed necessary by Virgin Pulse. All Visa cash cards and gift cards redemptions must meet the minimum redemption amount of \$10. Rewards are non-transferable and expire if not used within two (2) years from the date earned. Virgin Pulse's practice is to advise each Member that the rewards are approaching the two (2) year required redemption period</li> </ul>
<b>Nutrition Guide</b>	<ul style="list-style-type: none"> <li>Personalized nutrition plan based on individual eating habits</li> <li>Integrated food tracking with MyFitnessPal</li> <li>Track calories in &amp; out on a single dashboard</li> <li>Nutritional breakdown of major macronutrients</li> <li>Recipes, meal planning and grocery store discounts</li> <li>Reporting and metrics to analyze your results</li> <li>Incentive &amp; rewards for consistent nutrition tracking</li> </ul>
<b>Sleep Guide</b>	<ul style="list-style-type: none"> <li>Personalized sleep plan with tips and trackers based on individual sleep goals</li> <li>Validated sleep tracking through all major devices including our Max device</li> <li>Comprehensive analytics including avg. sleep time, avg. bedtime, avg. sleep rating, best night of sleep for week and month</li> <li>Journal for pre-bedtime activities to uncover trends in sleep quality</li> <li>Bedtime calculator to determine proper bedtime based on awake time and sleep goal</li> <li>Reporting and graphs to analyze results and trends at daily, weekly and monthly level</li> <li>Incentives and rewards for consistent sleep tracking and engagement</li> </ul>
<b>Health Risk Assessment powered by Wellscore</b>	<ul style="list-style-type: none"> <li>An industry-standard assessment that surveys employees in several key areas, including lifestyle risk factors, personal medical history, and readiness to change</li> <li>Upon completion, each member has immediate access to a report offering feedback on health status and risks, a health baseline, and information on key behaviors that may need changing</li> <li>Program administrators can easily access data and use it to better understand the population's health risks, and how those risks change over time</li> </ul>



**Tracking and Biometric Measurement Devices**

Virgin Pulse Max™	One-time tracking device per member
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**Health Stations**

Includes wireless blood pressure cuff, digital scale, and privacy screen

Includes iPad, security case, and lock (for iPad Health Stations)

Client must supply Internet connectivity for device

Virgin Pulse will provide service and repair of units at no additional cost. Replacement parts covered by initial two-year warranty. Subsequent replacements can be purchased through Virgin Pulse while stocks last

**Standard Implementation**

Co-branded Program	Creation of a co-branded program site. Company logo appears in the top left-hand corner on every page of the member website.
Basic Co-branded Activation Email Campaign & Promotional Materials	Creation of co-branded activation email campaigns and promotional materials. Company logo appears in top left-hand corner of 3-touch enrollment email campaign; company logo appears with Virgin Pulse logo on all enrollment promotional materials including posters (4), digital displays (4) and post card (1); email campaign includes brief description of company-specific rewards and other offers; posters and displays include company-specific rewards and custom enrollment URL
Standard Engagement Emails	Onboarding communications and ongoing alerts and reminders based on member activity
2 Configured Standard Challenges	Configuration of 2 Standard Challenges. Sponsor provides copy, content and images for challenge.
Data Export	1 Program Data file export per sponsor/month provided to client in Virgin Pulse standard file format or agreed upon format
Weekly Eligibility File Updates	Initial integration and acceptance of weekly eligibility files (full or incremental files) in Virgin Pulse standard file format



## Appendix B Virgin Pulse, Inc. Terms and Conditions

### 1. DEFINITIONS.

Certain capitalized terms, not otherwise defined on the Order, have the meanings set forth in this Section 1.

1.1 **"Addendum"** means any addendum to this Agreement, and may include, without limitation, Provider's standard Statement of Work ("SOW").

1.2 **"Application Services"** will mean the services and Software and Provider content provided by Provider by means of access to certain content and use of the features and functionality of software applications available and accessible within the Provider web sites (the **"Application"** or **"Platform"**).

1.3 **"Client Brand"** shall mean any one or more of the trademarks, service marks, trade names, domain names, logos, business and product names, slogans, and registrations and applications for registration thereof owned by Client as of the Effective Date.

1.4 **"Client Data"** will mean the data, media and content provided by Client for use with the Application Services that are accessible through the Application Services.

1.5 **"Confidential Information"** will have the meaning set forth in the non-disclosure agreement entered into by the Parties, or in the absence of such a non-disclosure agreement will mean all written or oral information, disclosed by either Party to the other, related to the operations of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.

1.6 **"Effective Date"** shall mean the last date on the signature block on the Order Form.

1.7 **"Eligible"** or **"Eligibles"** shall mean Client employees, employee beneficiaries, and retirees and/or spouses of Client (when applicable), who are eligible to enroll in the Virgin Pulse Program.

1.8 **"Launch Date"** shall mean the anticipated date on which Provider will launch or otherwise make the Application Services and the Pulse Program available to the participating Members, as designated on the Order Form.

1.9 **"Member"** shall mean an authorized Eligible enrolled in the Virgin Pulse Program having access to the Application Services, provided that persons under contract with Client may not be Members unless the same have entered into a binding agreement to maintain the confidentiality of the Access Protocols and all Provider Confidential Information, for example, by agreeing to the Membership Agreement through enrollment in the Virgin Pulse Program accessible through the Application Services. For the purposes of those Members participating in the Enterprise Program edition, the term **"Guest"** shall mean those persons invited by such Members to participate in a more limited version of the Virgin Pulse Program, and Client shall have no responsibility or liability with regard to Guests, any services or products provided to Guests, or any activities of Guests.

1.10 **"Member Data"** shall mean any information entered by Members into the Application Services, or information for which Member has provided its consent to be shared. By way of example, if a Member consents to the provision by a Biometrics provider of its data to Provider, such data shall be considered **"Member Data"** under the terms of this Agreement.

1.11 **"Provider"** shall mean Virgin Pulse, Inc.

1.12 **"Software"** means the object code version of the proprietary computer software whose use is contemplated by the Application Services, including but not limited to the VPSync application, and any subsequent revisions or modifications thereto which are furnished to Client by Provider. The term Software does not include any proprietary software of a Third Party.

1.13 **"Subscription Fees"** shall mean those fees payable per Eligible per year for access to the Virgin Pulse Program.

1.14 **"Virgin Pulse Program"** shall mean a proprietary, interactive health and fitness program, including the Application, which provides Eligibles with incentives for increased activity and healthy behaviors; as applicable, interactive challenges to improve the Members engagement; and a combination of activity and biometric tracking devices, along with a personalized online program portal, to help Members monitor their daily activity and track measurable health outcomes.

### 2. ACCESS, USE AND MEMBERS.

2.1 **Provision of Access for Member.** Subject to the terms and conditions contained in this Agreement, Provider hereby grants to Client a non-exclusive, non-transferable, (a) object-code only, non-exclusive, non-transferable license to use the Software, and (b) right to permit access to the Application Services for the number of Members specified on the Order Form, for which you have paid the applicable fees solely in accordance with the terms and conditions of this Agreement and the Membership Agreement. On or as soon as reasonably practicable after the Effective Date, Provider shall provide to Client the necessary passwords, security protocols and policies and network links or connections (the **"Access Protocols"**) to allow Client to access the Application Services. Provider shall also provide Client the documentation to be used by Client in accessing and using the Application Service. Client acknowledges and agrees that, as between Client and Provider, Client shall be responsible for all acts and omissions of Members, and any act or omission by such Members which, if undertaken by Client, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Client.

2.2 **Usage Restrictions.** Client will not (a) copy or duplicate the Application or Software; (b) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of the Application Services or Software is compiled or interpreted; (c) modify the Application Services or Software or the documentation, or create any derivative product from any of the foregoing, except with the prior written consent of Provider; or (d) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Client's rights under Sections 2.1 or 2.2. Client will ensure that its use of the Application Services and the documentation and all Client Data complies with all applicable laws, statutes, regulations or rules. Client shall notify Provider immediately of any unauthorized use of any password or account or any other known or suspected breach of security. Client will only allow Members who have been assigned a unique user identification to access the Application Services.

### 2.3 Retained Rights; Ownership.

(a) Subject to the rights granted in this Agreement, Client retains all right, title and interest in and to the Client Brand and Client Data, and Provider acknowledges that it neither owns nor acquires any additional rights in and to the Client Brand or Client Data not expressly granted by this Agreement. Client is solely responsible for all Client Data. Provider further acknowledges that Client retains the right to use the Client Brand and Client Data for any purpose in Client's sole discretion. Subject to the foregoing, Client hereby grants to Provider a non-exclusive, non-transferable right and license to use the Client Brand and Client Data during the Term for the limited purposes of performing Provider's obligations under this Agreement.

(b) Subject to the rights granted in this Agreement, Provider retains all right, title and interest in and to the Application Services, Software, and the documentation, and Client acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Client further acknowledges that Provider retains the right to use the foregoing for any purpose in Provider's sole discretion.



### 3. PROVIDER OBLIGATIONS.

**3.1 Implementation Services.** Client understands that, before access to the Application Services can be provided to Client, Client's systems may require configuration, and will in any case require the performance of various professional services to prepare Client's systems for such purposes, and that Provider's systems may also require preparation in order to configure and prepare the Application for use under the terms of the Agreement as contemplated hereunder.

**3.2 Professional Services.** Client acknowledges that in the event that Client desires that Provider perform such professional services, the Parties will negotiate an appropriate "Work Statement" setting forth an Implementation plan (the "*Initial Implementation Plan*") pursuant to an executed SOW. Notwithstanding the foregoing, Client acknowledges that Provider will have no obligation to perform any services under the Initial Implementation Plan unless and until engaged to perform such services in an Addendum to this Agreement.

**3.3 Client Success Manager and Technical Support.** Provider will make available to Client a Client Success Manager who will oversee services related to the Application Services. Provider will provide monthly reports to Client specifying the number of Members and as requested, to the extent permitted by applicable law and the Virgin Pulse Program Membership Agreement, each Member's level of attainment. Provider provides certain support services as part of the Application Services. However, Client may request for Provider to provide additional technical support services resulting in additional professional services related to Client's use of the Application Services. Provider agrees to provide such professional services as agreed by the Parties; provided the Client has also executed the applicable Statement of Work ("SOW"). Until the Client has ordered technical support, Provider shall only provide the limited support it normally provides to its customers generally as part of the Application Services.

**3.4 Additional Services.** The Parties acknowledge and agree that Provider may provide additional services, including those set forth on the Order Form. Unless otherwise agreed pursuant to a SOW executed by the Parties, Provider shall have no obligation to provide any such services, including training, consulting, or customization support with respect to the Virgin Pulse Program. Certain services available through Provider may be subject to additional terms other than those set forth in this Agreement.

**3.5 Portable Devices.** Provider will provide portable monitoring devices (each a "*Portable Device*"), for a specified fee as listed in the Order Form or as may be updated by Provider in the Membership Agreement, to each Member to track the daily activity of such Members. All obligations with respect to delivery and use of the Portable Devices shall be subject to the Membership Agreement. The Parties acknowledge and agree that Provider may charge additional fees for the deployment of such Portable Devices which price lists may be modified from time to time in Provider's sole discretion.

**3.6 Rights with Respect to Unauthorized Use.** The Parties acknowledge and agree that Provider, in the exercise of Provider's sole discretion, shall be permitted to adjust, remove, or otherwise alter rewards accumulated by Members in a manner that violates the Membership Agreement or have otherwise been accumulated in a fraudulent or dishonest manner.

### 4. CLIENT OBLIGATIONS.

**4.1 Member Access to Services.** Subject to the terms and conditions herein, Client may permit the Members to access and use the features and functions of the Application Service only through the Access Protocols.

**4.2 Client Assistance.** Client shall make available in a timely manner at no charge to Provider all content, graphic files, Client Data, Client Brand information or other information and resources of Client required by Provider for the performance of its obligations under this Agreement. Client shall be responsible for, and assumes the risk of, any problems resulting from, the content, accuracy, completeness and consistency of all such content, materials and information supplied by Client. Client shall also be solely responsible, at its own expense, for acquiring,

installing and maintaining all connectivity equipment, hardware, software and other equipment as may be necessary for it and its Members to connect to, access, and use the Application Services.

**4.3 Provision of Data.** Promptly after the Effective Date and on a monthly basis thereafter, Client shall provide Provider, consistent with state privacy laws, with accurate information including the number and names of Eligibles, contact information for such Eligibles such as an email address, and an initial eligibility file thirty (30) days prior to the Launch Date that discloses the Eligibles and includes at least the following information: the Eligibles' last name, first name, date of birth, gender, unique employee identifying number, if applicable, and any other information necessary to enable Provider to administer the Virgin Pulse Program and to provide the Application Services required by this Agreement. Client shall not provide Provider with any individual's social security number, even as a unique employee identifying number. Provider, under certain limited circumstances, may be required to share this information for the provision of biometric services. This information and any Eligible additions and terminations shall be kept current on at least a monthly basis and, unless otherwise agreed upon by the Parties, shall be provided by Client to Provider by the fifteenth (15) day of each month during the Term. Client shall be responsible for any errors with respect to the information provided, including any failure to report employee terminations, or termination of an Eligible from participation in the Virgin Pulse Program. The Parties acknowledge and agree that such information set forth above shall be deemed Client Data and shall be treated as Client's confidential information under this Agreement.

**4.4 Client Data.** Client and its Members shall have access to the Client Data and shall be responsible for all changes to and/or deletions of Client Data and the security of all passwords and other Access Protocols required in order to access the Application Services. Client hereby represents and warrants that it owns or otherwise has sufficient right to grant Provider access to and use the Client Data in accordance with the terms of this Agreement. Client will be solely responsible for the accuracy and completeness of the Client Data. Client acknowledges and agrees that Provider's obligation to maintain any Client Data obtained in the course of performance of the Application Services shall not extend beyond the Term of this Agreement.

**4.5 Member Data.** Members will have access solely to their individual Member Data and such data will be protected under the terms of the Membership Agreement and the terms of Provider's Privacy Policy.

**4.6 Browser Requirements.** Members accessing the Application must use Internet Explorer 9 or higher, or the latest commercially available versions of Chrome, Firefox, and Safari.

**4.7 New Versions.** Provider shall, within its sole discretion, release new versions of the Virgin Pulse Platform, which the Client, at the sole discretion of the Provider, must transition to within six (6) months of said release, unless otherwise agreed to in writing by the Parties.

### 5. FEES AND EXPENSES; PAYMENTS.

**5.1 Fees.** In consideration for the access rights granted to Client and the services performed by Provider under this Agreement, Client will pay to Provider, without offset or deduction, all fees as may be determined by reference to the pricing proposal, as described below and as attached hereto as the Order Form. All fees shall be due and payable within thirty (30) days of the date of Provider's invoice.

a) **Subscription Fees.** Unless otherwise specified on the Order Form, all Subscription Fee invoicing shall commence upon the earlier of (a) Launch, or (b) the date that is sixty (60) days following the Effective Date.

b) **Implementation Services Fees.** Unless otherwise specified on the Order, all Implementation Services Fee invoicing shall commence upon the earlier of (a) Launch, or (b) the date that is sixty (60) days following the Effective Date.

c) **Professional Services Fees** shall be due and payable as detailed in the applicable Work Statement.

**5.2 Client Operating Expenses.** Client will bear all expenses incurred in performance of its obligations hereunder, including, without limitation,



through use by Client and/or any Member of the Application Services, and/or through provision of support to Members with respect to such use of the Application Services.

**5.3 Taxes.** Client will be responsible for payment of any applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (other than taxes based on Provider's Income), and any related penalties and interest for the grant of license rights hereunder, or the delivery of related services. Client will make all required payments to Provider free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments to Provider will be Client's sole responsibility, and Client will, upon Provider's request, provide Provider with official receipts issued by the appropriate taxing authorities, or such other evidence as Provider may reasonably request, to establish that such taxes have been paid.

**5.4 Late Payments; Interest; Payment in Dollars.** Any portion of any amount payable hereunder that is not paid when due will accrue interest at one ~~and one~~ percent (1.0%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid. All payments to be made under this Agreement shall be made in US dollars. Notwithstanding the foregoing, if Provider does not receive payment of any sum due to it within thirty-five (35) days of the Invoice, Provider reserves the right to suspend accrual and redemption of rewards by Members until such time as the default has been cured to Provider's satisfaction.

## 6. TREATMENT OF CONFIDENTIAL INFORMATION.

**6.1 Ownership of Confidential Information.** The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and will remain the sole property of the disclosing Party or such third party.

**6.2 Mutual Confidentiality Obligations.** Each Party agrees as follows: (a) to use Confidential Information disclosed by the other Party only for the purposes described herein; (b) that such Party will not reproduce Confidential Information disclosed by the other Party, and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party; (c) that neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party; (d) to restrict access to the Confidential Information disclosed by the other Party to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement; and (e) to return or destroy, pursuant to Section 10.5, all Confidential Information disclosed by the other Party that is in its possession upon termination or expiration of this Agreement. Notwithstanding the foregoing, Client agrees that Provider may collect de-identified, aggregated statistical data regarding Client's use of the Service and provide such de-identified, aggregated statistical data to third parties. In no event shall Provider provide to third parties specific data regarding Client or Client's Members.

**6.3 Confidentiality Exceptions.** Notwithstanding the foregoing, the provisions of Sections 6.1 and 6.2 will not apply to Confidential Information that (a) is publicly available or in the public domain at the time disclosed; (b) is or becomes publicly available or enters the public domain through no fault of the recipient; (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (d) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (e) is independently developed by the recipient; or (f) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making

the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (y) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do. Client also acknowledges and agrees that Provider may freely use any comments, ideas and/or error reports provided by Client to Provider and such comments, ideas and/or error reports shall not be considered proprietary to Client.

**7. REPRESENTATIONS AND WARRANTIES.** Each Party hereby represents and warrants (a) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; (b) that the execution and performance of this Agreement will not conflict with or violate any provision of any law having applicability to such Party; and (c) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms.

## 8. DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY.

**8.1 Disclaimer.** EXCEPT AS EXPRESSLY REPRESENTED OR WARRANTED IN SECTION 7, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION SERVICES, THE DOCUMENTATION, AND ALL SERVICES PERFORMED BY PROVIDER ARE PROVIDED "AS IS," AND PROVIDER DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, SYSTEM INTEGRATION AND/OR DATA ACCURACY. PROVIDER DOES NOT WARRANT THAT THE APPLICATION SERVICES OR ANY OTHER SERVICES PROVIDED BY PROVIDER WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE APPLICATION SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. PROVIDER'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. PROVIDER IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. NEITHER PROVIDER, NOR ITS THIRD-PARTY HOSTING SERVICE OR SOFTWARE PROVIDERS, SHALL HAVE ANY LIABILITY WHATSOEVER FOR THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE CLIENT DATA, OR FOR ANY DECISION MADE OR ACTION TAKEN BY CLIENT IN RELIANCE UPON ANY CLIENT DATA.

**8.2 Exclusions of Remedies; Limitation of Liability.** IN NO EVENT WILL PROVIDER BE LIABLE TO CLIENT FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. UNLESS PROHIBITED BY LAW, THE CUMULATIVE LIABILITY OF PROVIDER TO CLIENT FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE FEES PAID TO PROVIDER BY CLIENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

**8.3 Essential Basis of the Agreement.** Client acknowledges and understands that the disclaimers, exclusions and limitations of liability set forth in this Section 8 form an essential basis of the agreement between the Parties, that the Parties have relied upon such disclaimers, exclusions and limitations of liability in negotiating the terms and conditions in this Agreement, and that absent such disclaimers, exclusions and limitations of liability, the terms and conditions of this Agreement would be substantially different.

## 9. INDEMNIFICATION.

**9.1 Indemnification of Client.** Provider agrees to indemnify, defend and hold harmless Client from and against any and all losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from any claim by any third party that the Application Services and/or the documentation infringes such third party's U.S. patents issued as of the Effective Date, or infringes or misappropriates, as applicable, such third party's copyrights or trade secret rights under applicable laws of any jurisdiction within the United States of America, provided that Client promptly notifies Provider in writing of the claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such claim. If such a claim is made or appears possible, Client agrees to permit Provider, at Provider's sole discretion, to enable it to continue to use the Application Service or the documentation, as applicable, or to modify or replace any such infringing material to make it non-infringing. If Provider determines that none of these alternatives is reasonably available, Client shall, upon written request from Provider, cease use of, and, if applicable, return, such materials as are the subject of the infringement claim. This Section 9.1 shall not apply if the alleged infringement arises, in whole or in part, from (a) modification of the Application or the documentation by Client, (b) combination, operation or use of the Application with other software, hardware or technology not provided by Provider, (c) use of a superseded or altered release of the Application or the documentation, if such infringement would have been avoided by the use of a then-current release of the Application or the documentation, as applicable, and if such then-current release has been made available to Client, or (d) related to the Client Data (any of the foregoing circumstances under clauses (a), (b), (c), or (d) a "*Client Indemnity Responsibility*"). IN NO EVENT SHALL PROVIDER'S LIABILITY UNDER THIS SECTION EXCEED CAP ON LIABILITY SET FORTH IN SECTION 8.2. THIS SECTION STATES PROVIDER'S ENTIRE OBLIGATION AND LIABILITY WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

**9.2 Client's Indemnity Obligations.** Client agrees to hold, harmless, indemnify, and, at Provider's option, defend Provider from and against any losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from a Client Indemnity Responsibility, provided that Provider promptly notifies Client in writing of the claim, cooperates with Client, and allows Client sole authority to control the defense and settlement of such claim; provided that Client will not settle any third-party claim against Provider unless such settlement completely and forever releases Provider from all liability with respect to such claim or unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such claim or to participate in the defense thereof by counsel of its own choice.

## 10. TERM AND TERMINATION.

**10.1 Term.** The term of this Agreement will commence on the Effective Date and will continue for the period as indicated on the Order Form as measured from the Subscription Start Date (the "*Initial Term*"), unless earlier terminated in accordance with this Section 10. The Agreement will automatically renew for a period of one (1) year at the end of the then-current term (each, a "*Renewal Term*"), at Provider's then prevailing list prices, unless either Party provides written notice of its desire to terminate at least ninety (90) days prior to the expiration of the then-current term (the Initial Term and any Renewal Terms, collectively referred to herein as the "*Term*").

**10.2 Termination for Breach.** Either Party may, at its option, terminate this Agreement in the event of a material breach by the other Party. Such termination may be effected only through a written notice to the breaching Party, specifically identifying the breach or breaches on which such notice of termination is based. The breaching Party will have a right to cure such breach or breaches within thirty (30) days of receipt of such notice, and this Agreement will terminate in the event that such cure is not made within such thirty (30) day period.

**10.3 Suspension of Access.** Provider may suspend access to the Application Services in the event any amount due under this Agreement is not received by Provider within thirty-five (35) days from invoice.

**10.4 Termination Upon Bankruptcy or Insolvency.** Either Party may, at its option, terminate this Agreement immediately upon written notice to the other Party, in the event (a) that the other Party becomes insolvent or unable to pay its debts when due; (b) the other Party files a petition in bankruptcy, reorganization or similar proceeding, or, if filed against, such petition is not removed within ninety (90) days after such filing; (c) the other Party discontinues its business; or (d) a receiver is appointed or there is an assignment for the benefit of such other Party's creditors.

**10.5 Effect of Termination.** Upon any termination of this Agreement: (a) Client will immediately discontinue all use of the Application Service, the documentation, and any Provider Confidential Information; (b) Client will delete any Provider Confidential Information from Client's computer storage or any other media including, but not limited to, online and off-line libraries; (c) Provider will delete any Client Confidential Information and Client Data from Provider's computer storage or any other media including, but not limited to, online and off-line libraries; (d) return to Provider or, at Provider's option, destroy, all copies of the documentation and any Provider Confidential Information then in Client's possession; and (e) promptly pay to Provider all amounts due and payable hereunder. Notwithstanding the foregoing, Members may redeem their rewards under the Virgin Pulse Program for a period of thirty (30) days following the termination of this Agreement, provided, however that this Agreement is not terminated for nonpayment, in which case Members will not be able to redeem their rewards upon termination.

**10.6 Survival.** The provisions of Sections 2.3, 6, 7, 8, 9, 10.5, 10.6, and 11 will survive the termination of this Agreement.

## 11. MISCELLANEOUS.

**11.1 Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties will be bound by any conditions, inducements or representations other than as expressly provided for herein.

**11.2 Independent Contractors.** In making and performing this Agreement, Client and Provider act and will act at all times as independent contractors, and, except as expressly set forth herein, nothing contained in this Agreement will be construed or implied to create an agency, partnership or employer and employee relationship between them. Except as expressly set forth herein, at no time will either Party make commitments or incur any charges or expenses for, or in the name of, the other Party.

**11.3 Notices.** All notices required by or relating to this Agreement will be in writing and will be sent by means of certified mail, postage prepaid, to the Parties at their respective addresses set forth in the Order Form, or addressed to such other address as the receiving Party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by facsimile and/or other electronic communications provided that the sender receives and retains confirmation of successful transmittal to the recipient. Such notices will be effective on the date indicated in such confirmation. In the event that either Party delivers any notice by means of facsimile transmission or other electronic means in accordance with the preceding sentence, such Party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid, to the receiving Party, addressed as set forth above or to such other address as the receiving Party may have previously substituted by written notice to the sender.

**11.4 Amendments; Modifications.** This Agreement may not be amended or modified except in a writing duly executed by authorized representatives of both Parties.

**11.5 Assignment; Delegation.** Except in the case of merger or acquisition, neither party shall assign any of its rights or delegate any of its duties under this Agreement without the express, prior written



consent of the other Party, and, absent such consent, any attempted assignment or delegation will be null, void and of no effect.

**11.6 No Third Party Beneficiaries.** The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

**11.7 Severability.** If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

**11.8 Waiver.** No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder will not be deemed a waiver of that right.

**11.9 Force Majeure.** Except with respect to payment obligations hereunder, if a Party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such Party's reasonable control, including, by way of example, Internet access outside of Provider's control, war, terror, riot, fires, floods, epidemics, or failure of public utilities or public transportation systems, such failure or delay will not be deemed to constitute a material breach of this Agreement, but such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such Party is prevented or delayed from performing for more than ninety (90) days, the other Party may terminate this Agreement upon thirty (30) days' written notice.

**11.10 Governing Law.** THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIANA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF OR TO THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. FOR PURPOSES OF ALL CLAIMS BROUGHT UNDER THIS AGREEMENT, EACH OF THE PARTIES HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF INDIANA.

**11.11 U.S. Government End-Users.** Each of the documentation and the software components that constitute the Application Service is a

"commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Application Service and the documentation with only those rights set forth therein.

**11.12 Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.

**11.13 Headings.** The headings in this Agreement are inserted merely for the purpose of convenience and will not affect the meaning or interpretation of this Agreement.

**11.14 NONDISCRIMINATION.** Provider 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 Client 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.

**11.15 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"), Provider 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 Appendix 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, Provider shall provide the City with documentation indicating that it has enrolled and is participating in the E-Verify program. Should Provider 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 Provider or any subcontractor violate the Indiana E-Verify law, Client 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.

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

## Appendix C

### Virgin Pulse, Inc.

### Data Security Exhibit

1. **Scope; Definitions.** Virgin Pulse, Inc. ("Virgin Pulse") shall comply with the requirements set forth in this Exhibit. The Agreement relates to Services whereby Virgin Pulse collects, accesses, processes, stores, transfers, transmits, uses, discloses or otherwise handles any Client or Member Data (collectively, "Client Data"). In the event of a conflict or inconsistency between any provision of this Exhibit and the Agreement, the more stringent requirement shall prevail. Capitalized terms in this Exhibit not herein defined are defined in the Agreement or have the following meanings:
- a. "Affiliate" means, with respect to any entity, another entity that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the entity specified, where "Control" (and its derivatives) means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through the ability to exercise twenty percent (20%) or greater of voting power or by contract or otherwise; and provided that two or more entities will not be deemed Affiliates based on the fact that an individual is a director and/or officer of each such entity.
- b. "Agreement" means the agreement between Client and Virgin Pulse to which this Exhibit is attached.
- c. "Intellectual Property Rights" means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (i) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask works, (ii) trademark and trade name rights and similar rights and associated goodwill, (iii) trade secret rights, (iv) patents and industrial property rights, (v) software, inventions, discoveries, designs, processes, or other proprietary rights in intellectual property of every kind and nature, and (vi) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in subsections (i) through (v) of this sentence.
- d. "Person" means any natural person or entity, whether an individual, trustee, corporation, partnership, limited partnership, limited liability company, trust, unincorporated organization, business association, firm, joint venture, governmental authority, agency, division of any of the above, or other body.
- e. "PII" means information (i) that identifies an individual, (ii) with respect to which there is a reasonable basis to believe the information can be used to identify an individual, or (iii) is considered personally identifiable information by applicable codes, laws, guidelines, rules or regulations, including, without limitation, industry self-regulation. The term PII shall also include any "Personal Data" as defined in the EU Data Protection Directive.
- f. "Virgin Pulse Personnel" means each director, officer, manager, employee, representative and each natural person employed or retained by Virgin Pulse.
- g. "Virgin Pulse Sites" means locations owned or leased by Virgin Pulse from which it provides services to its Clients.
- h. "Virgin Pulse Systems" means the Systems of Virgin Pulse.
- i. "Restricted Information" means (i) PII, (ii) information that if lost or disclosed without authorization could result in a violation of applicable codes, laws, guidelines, rules or regulations, (iii) information that if lost or disclosed without authorization could require Client, Inc. to notify individuals or regulators, or (iv) information that, if disclosed inappropriately, would result in a significant or material loss to Client, an individual, or a third party.
- j. "Security Incident" means (i) any confirmed unauthorized access, disclosure, misappropriation, theft, loss, acquisition, or use of Client Intellectual Property or Client Data, or (ii) any compromise of Client Systems, whether, in the case of (i) or (ii), any such circumstance is known or suspected to have occurred or Virgin Pulse has reason to know of a risk of any such circumstance occurring.
- k. "Services" means the services to be provided and performed by Provider pursuant to the Agreement.
- l. "Systems" means hardware, software, networks, applications and other equipment that comprise a technical environment.
- m. "Client Intellectual Property" means all Intellectual Property Rights owned by Client as of the effective date of the Agreement or acquired by Client at any time before, during or after the term of the Agreement.
2. **General:** Virgin Pulse will implement and maintain all reasonable security measures appropriate to the nature of Client and Member Data, including, without limitation, electronic, physical, administrative and organizational controls as described in the document "*Virgin Pulse Physical Design and Dataflows*".
3. **Privacy and Security Training:** Virgin Pulse maintains a detailed and comprehensive privacy and data security training program for all Virgin Pulse Personnel. Such training program is designed to meet the objectives and requirements of this Exhibit.
4. **Virgin Pulse Access to Client Data:** Virgin Pulse access, by any means or methods, to any Client Data collectively, ("Access") is solely for the purpose of, and will be limited only to the extent necessary for, performing the Services. Virgin Pulse will ensure that Access by Virgin Pulse Personnel is limited to a need-to-know basis. Virgin Pulse will comply and will ensure that Virgin Pulse Personnel comply with such protocols. Without limiting the foregoing, Virgin Pulse shall also comply with the following:
- a. User IDs must not be shared among Virgin Pulse Personnel and Virgin Pulse must not utilize any "generic" or default User IDs or passwords. Any remote access by Virgin Pulse Personnel (i.e., from outside a Client Site or Virgin Pulse Site) that is otherwise permitted by the Agreement will be implemented in a manner that prohibits the storage of Client Data on the equipment that was utilized for such remote access. Virgin Pulse will conduct user access reviews at least semi-annually.
- b. Virgin Pulse will at all times maintain the logical separation, and if hard copies of Client Intellectual Property or Client Data are provided or created, the physical separation, of any Client Intellectual Property or Client Data within Virgin Pulse's possession or control, and of any Virgin Pulse Systems used for Access or performing Services from (i) any other data, including Virgin Pulse data and Virgin Pulse customer data, and (ii) the Virgin Pulse Systems processing, storing, hosting, transporting and/or transmitting such other data. Physical separation of hard copies of Client Intellectual Property and Client Data may be maintained by the use of a locked filing drawer or cabinet that does not contain any other data or information.
- c. Virgin Pulse will include at least one (1) layer of firewall between (i) Virgin Pulse Systems used for Access or to provide the Services, and (ii) other networks that Client may permit Virgin Pulse to



connect to or from Virgin Pulse Sites, if any (including without limitation, if applicable, the Internet or any third party network).

- d. Virgin Pulse will cause Virgin Pulse Personnel to cooperate fully in resolving any actual or suspected unauthorized Access, acquisition or misuse of Client Intellectual Property or Client Data that had been in Virgin Pulse's possession or under its control at the time of the actual or suspected unauthorized Access, acquisition or misuse.
  - e. If any Virgin Pulse Personnel transfers to the account of another Virgin Pulse Client, resigns from his or her employment with Virgin Pulse or Subcontractor, has his or her employment terminated, or ceases to perform Services for any other reason, then Virgin Pulse will promptly (i) terminate such individual's Access (including by shutting down badge/key cards and retrieving SecurID fobs and the like), and (ii) ensure that such individual does not retain any Client Data, in any format.
5. **Virgin Pulse Security Reviews and Audits:** On an annual basis, for each of the Virgin Pulse Sites at which Client Employee, Client or Member Data is stored, Virgin Pulse will provide to Client a Statement on Standards for Attestation Engagements No. 16, Service Organization Control 2, Type 2 ("SSAE 16 SOC 2 Type 2") audit as defined by the American Institute of Certified Public Accountants or an audit made pursuant to any other guidance that supersedes or replaces SSAE 16 SOC 2 Type 2 or comparable, industry standard independent audit.
  6. **Logical Access Security Log:** Where technically feasible, Virgin Pulse will create, maintain and monitor electronic access security logs for the Virgin Pulse Systems and network components from and/or through which Virgin Pulse or any Virgin Pulse Personnel has Access or that are used to perform the Services.
  7. **Changes Log:** To the extent such changes relate to the Services, Virgin Pulse will create and maintain an electronic log of all changes to the technical and logical architecture of Virgin Pulse Sites, the physical and electronic access control systems and the logical and physical security standards. Virgin Pulse's change control procedures shall protect the confidentiality, integrity and availability of Virgin Pulse Data.
  8. **Patch Management and Anti-Virus Malware Software:** Virgin Pulse will cause all Virgin Pulse Personnel equipment provided by Virgin Pulse or a Subcontractor to have current patch management solutions provided by an industry recognized vendor and anti-virus malware software with the latest virus definition update installed on their respective computers and Systems. Such anti-virus malware software shall include technical controls that provide for automatic updates of the virus definitions.
  9. **Payment Card Transactions and Data:** To the extent that the Services include the processing of payment card transactions or storage of payment card data, Virgin Pulse will, at all times during the term of the Agreement, comply with the rules and regulations of the Payment Card Industry's and the card associations (e.g., Visa, MasterCard, American Express, Discover, JCB), including, but not limited to, the data security standards. Without limiting the generality of the foregoing, Virgin Pulse will (a) provide data security reports as may be required by the credit or debit or payment card issuer, (b) pay any fines and penalties in the event Virgin Pulse fails to comply with such data security requirements, and (c) fully cooperate with, and provide access to, the payment card issuer or payment card association to conduct a security review of Virgin Pulse's policies and procedures.
  10. **Encryption:** Any encryption required under the Agreement, including this Attachment, will be in accordance with Advanced Encryption Standards (AES), or any successor standards, and no less than 128-bit.
  11. **Back-Ups:** If Virgin Pulse stores any Client Data, Virgin Pulse will utilize a backup procedure, which in any case will include the

provision of back-ups on a periodic basis that is no less frequent than monthly, and all back-ups will be encrypted.

12. **Restricted Information:** Virgin Pulse (including all Virgin Pulse Personnel) must not Access or display Restricted Information in applications, reports, data transmissions or other outputs unless required to provide the Services or needed to meet a legal or regulatory requirement. Any transmission of Restricted Information other than as required to provide the Services or needed to meet a legal or regulatory requirement is subject to Virgin Pulse's prior written approval in each instance and all transmissions of Restricted Information must be encrypted as required by this Exhibit. Virgin Pulse and Virgin Pulse Personnel must not include Restricted Information in unencrypted emails or files attached to emails that are transmitted unprotected via the Internet. Virgin Pulse shall employ a tool, such as data loss prevention software, to monitor and prevent the unprotected transfer of Restricted Information. All electronic data sources with Restricted Information must be encrypted.
13. **Storage and Physical Delivery of Virgin Pulse Data:** Virgin Pulse will store hardcopy documents, Removable Media or Portable Devices containing Virgin Pulse Data in secure, locked cabinets where access is limited to Virgin Pulse Personnel on a need-to-know basis. When Virgin Pulse Data, in any form, is physically delivered by or on behalf of Virgin Pulse, such delivery will be via a secure method, such as signature upon receipt, bonded courier and shipment tracking.
14. **Retired or Reassigned Equipment:** Any equipment, including any Portable Devices or Removable Media, that Virgin Pulse has retired or reassigned will be wiped or magnetically wiped pursuant to applicable US Department of Defense standards within two (2) weeks of the retirement or reassignment of such equipment.
15. **Data Retention and Destruction:** Virgin Pulse will create and implement effective data retention and destruction procedures to ensure documents and records containing Client Data are disposed of in a timely manner that does not compromise the security, confidentiality or integrity of the Information, in accordance with Virgin Pulse's records retention guidelines and any requirements in the Agreement.
16. **Authentication:** Virgin Pulse will protect authentication credentials, including by: (a) ensuring that passwords and PINs do not appear in readable form while the user is typing or entering the password or PIN; and (b) storing passwords and PINs in a one-way hashed format, protected with salt. Virgin Pulse will prevent users from elevating their own privileges within a System without first re-authenticating as a more privileged user. Where technologically feasible, Virgin Pulse will ensure passwords contain at least eight (8) alpha-numeric characters and at least three (3) of the following criteria: (i) upper case letters, (ii) lower case letters, (iii) numbers, and (iv) special characters.
17. **Security Incident:** Virgin Pulse will be responsible for detecting and responding to Security Incidents on Virgin Pulse Systems impacting or potentially impacting Access, or performance of Services, from and/or through Virgin Pulse Sites. Upon becoming aware of a confirmed Security Incident, Virgin Pulse will report such Security Incident within five (5) days by telephoning the Client General Counsel's. In the event of a Security Incident related to any Services or Client Data, (a) Virgin Pulse will cooperate with Client to comply with any of their requirements or decisions to notify individuals whose PII has been or may have been compromised as a result of a Security Incident; provided that in no event will Virgin Pulse serve any notice or otherwise publicize a Security Incident without the prior written consent of Client, and (b) upon Client's request, engage a mutually acceptable, regionally recognized third party to perform or assist with forensic analysis. Virgin Pulse will deliver the results of any such analysis to Client including its (or their) general counsel or other responsible attorneys, in accordance with the confidentiality and notice provisions of the Agreement, marked "CONFIDENTIAL".





492 Old Connecticut Path, Suite 601  
Framingham, MA 01701  
(508) 766-3300  
www.virginpulse.com

APPENDIX D

AFFIDAVIT

Derek Ransom, 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 Virgin Pulse, Inc. (the "Employer")  
in the position of CFO.
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 29<sup>th</sup> day of November, 2016.

DocuSigned by:  
Derek Ransom  
617D443D673040C  
Printed: Derek Ransom

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: Derek Ransom

DocuSigned by:  
Derek Ransom  
017D1138C730498

DocuSigned by:  
Sarah Weatherhead  
2630F3DFC73430  
General Counsel



CITY OF CARMEL

TO: **Rieth-Riley, Inc.**  
1751 W. Minnesota St.  
Indianapolis, IN 46221

CONTRACT CHANGE ORDER NO.: 1  
DATE: October 27, 2016  
PROJECT NAME: Pennsylvania & City Center  
CITY REQ. NO.: 16-ENG-27  
CITY PO NO.: \_\_\_\_\_  
CITY PO DATE: \_\_\_\_\_



I. You are directed to make the following changes in this Contract:  
**Relocate/Replace the existing fire hydrant at Sta. 21+38, Line S-1-A, RT to the east behind the sidewalk.**

SCHEDULED ADJUSTMENT

ITEM	AMOUNT	(+) OR (-) DAYS
<b><u>EW Item #2001 Fire Hydrant Assembly</u></b>	<b><u>1.0 EA @ \$22,333.32 = \$22,333.32</u></b>	<b><u>0 Days</u></b>

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.: N/A W.D.C. No.: N/A  
Other: **Attached itemized change order documents from Rieth-Riley, Inc.**

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

Contract Price prior to this Change Order \$ 982,006.18  
Contract Price will be **increased**/decreased by this Change Order \$ 22,333.32  
New Contract Price including this Change Order \$ 1,004,339.50  
Contract Time Prior to this Change Order 45 Days Open to Traffic  
Net increased/decreased resulting from this Change Order 0 Days  
Current Contract Time including this Change Order 45 Days Open to Traffic

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  
American Structurepoint, Inc.  
ENGINEER  
7260 Shadeland Station  
Address  
Indianapolis, IN 46256  
City/State/Zip  
By:   
Phone: 317-547-5580  
Date: 11-8-2016

The Above Changes Are Accepted:  
Rieth-Riley, Inc.  
CONTRACTOR  
1751 W. Minnesota St.  
Address  
Indianapolis, IN 46221  
City/State/Zip  
By:   
Phone: 317-634-5561  
Date: 11/27/16

Approved:  
James Brainard, Mayor  
Mary Ann Burke, Member  
Lori Watson, Member  
ATTEST:  
  
Jeremy Kashman, City Eng.  
Christine S. Pauley, Clerk-Treasurer  
Date: \_\_\_\_\_

# RIETH-RILEY CONSTRUCTION Co., Inc.

100% Quality • 100% Employee Owned • Over 100 Years

October 17, 2016

Casey Lynch  
American Structure Point  
Project Supervisor  
7260 Shadeland Station  
Indianapolis, IN 46256

**SENT VIA ELECTRONIC MAIL ONLY:**

clynch@structurepoint.com

**RE: Roundabout Improvements, N. Pennsylvania Street and City Center Drive  
City of Carmel Project No. 16-ENG-27  
Rieth-Riley Project No. 3200663**

Dear Mr. Lynch,

After review of the site conditions and the project documents, Rieth-Riley Construction Co., Inc. is please to propose a unit price of \$22,333.32 for fire hydrant relocation per City of Carmel Standards be added to the project.

This price is to relocate the fire hydrant currently located in the future northbound lane exiting the roundabout on to Pennsylvania Street approximately 40 feet northeast through the utility corridor to the backside of the sidewalk. Final location to be field determined.

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Qty</u>	<u>Total</u>
EWA-1	Fire Hydrant Relocation	LS	\$22,333.32	1	\$22,333.32

Respectfully submitted,  
**RIETH-RILEY CONSTRUCTION CO., INC.**

*Lucas S. Clark*

Lucas S. Clark  
Project Manager

cc: Gary Davis  
Steve Robertson  
Mike Jaskela



# RIETH-RILEY CONSTRUCTION EXTRA WORK AGREEMENT

DATE: 10/19/16 Work Performed: Fire Hydrant Relocation  
 CONTRACT: 3200663 PROJECT: City Center and Penn RAB  
 FORCE ACCOUNT/EXTRA WORK FOR:

**LABOR 109.05 (b)(1)**

EMPLOYEE	HOURS			TOTAL	RATE	EXTENSION
	Regular	Overtime	Doubletime			
CARPENTER				0.00	\$27.49	\$0.00
CARPENTER FOREMAN				0.00	\$28.99	\$0.00
COMBINATION				0.00	\$29.01	\$0.00
FINISHER				0.00	\$25.62	\$0.00
FOREMAN	30.00			30.00	\$34.15	\$1,024.50
LABORER	60.00			60.00	\$23.62	\$1,417.20
MECHANIC				0.00	\$33.15	\$0.00
OPERATOR (103)	60.00			60.00	\$33.15	\$1,989.00
OPERATOR (841)				0.00	\$31.80	\$0.00
OPERATOR OILER (103)				0.00	\$30.51	\$0.00
QA TECH				0.00	\$23.62	\$0.00
SUPERINTENDENT/PROJECT MANAGER				0.00	\$43.10	\$0.00
TEAMSTER				0.00	\$27.91	\$0.00

TOTAL LABOR \$4,430.70 (2)  
 FICA 7.50 % x LINE (2) \$332.30 (3)

**FRINGES**

EMPLOYEE	HOURS		RATE		EXTENSION
CARPENTER	0.00	X	\$18.20	=	\$0.00
CARPENTER FOREMAN	0.00	X	\$18.20	=	\$0.00
COMBINATION	0.00	X	\$14.91	=	\$0.00
FINISHER	0.00	X	\$13.96	=	\$0.00
FOREMAN	30.00	X	\$17.06	=	\$511.80
LABORER	60.00	X	\$13.96	=	\$837.60
MECHANIC	0.00	X	\$17.06	=	\$0.00
OPERATOR (103)	60.00	X	\$17.06	=	\$1,023.60
OPERATOR (841)	0.00	X	\$19.51	=	\$0.00
OPERATOR OILER (103)	0.00	X	\$17.06	=	\$0.00
QA TECH	0.00	X	\$13.96	=	\$0.00
SUPERINTENDENT/PROJECT MAN	0.00	X	\$10.95	=	\$0.00
TEAMSTER	0.00	X	\$14.91	=	\$0.00

TOTAL FRINGES \$2,373.00 (4)

WORKERS COMPENSATION 5.72 % X LINE (2) \$253.44 (5)  
 BODILY INJURY / PROPERTY DAMAGE INSURANCE 5.80 % X LINE (2) \$256.98 (6)  
 STATE UNEMPLOYMENT 3.85 % X LINE (2) \$170.58 (7)  
 FEDERAL UNEMPLOYMENT 0.40 % X LINE (2) \$17.72 (8)

TRAVEL ALLOWANCE OR SUBSISTENCE (NOTE #3) \$0.00 (9)

TOTAL LINES 2, 3, 4, 5, 6, 7, 8 & 9 \$7,834.72 (10)

20 % x LINE (10) \$1,566.94 (11)

GRAND TOTAL LABOR LINES (10) + (11) \$9,401.67 (12)

**MATERIAL 109.05 (b)(3)**

Purchased or Manufactured	Description	Quantity	Unit	Unit Price	Extension
P	Parts	1.00	LS	\$ 4,057.00	\$ 4,057.00
P	Concrete	2.00	CY	\$ 95.00	\$ 190.00
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -

MATERIALS PURCHASED	\$4,247.00	(18)
MATERIALS MANUFACTURED	\$0.00	(19)
TOTAL: LINE (18) + (19)	\$4,247.00	(20)
12 % x LINE (20)	\$509.64	(21)
GRAND TOTAL FOR MATERIALS: LINE (20) + (21)	\$4,756.64	(22)

**EQUIPMENT 109.05 (b)(4)**

Equipment #	CONTRACTOR OWNED EQUIPMENT	FHWA HOURLY RATE	HOURS	EXTENSION
	1.5 Ton Truck	\$25.63	30.00	\$768.90
	Backhoe 580	\$31.90	30.00	\$957.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
	Trucking - Striaght Time	\$0.00		\$0.00
	Trucking - Over Time	\$0.00		\$0.00
	Trucking - Double Time	\$0.00		\$0.00

TOTAL EQUIPMENT	\$1,725.90	(23)
TOTAL TRUCKING	\$0.00	(24)
FUEL, LUBRICANTS AND TRANSPORTATION COSTS	\$0.00	(25)
TOTAL LINES (23) + (24) + (25)	\$1,725.90	(26)
12 % x LINE (26)	\$207.11	(27)
GRAND TOTAL FOR EQUIPMENT: LINES (26) + (27)	\$1,933.01	(28)

**SUBCONTRACTORS 109.05 (b)(6)**

DESCRIPTION	AMOUNT
Badger	\$5,000.00
Dump fees	\$500.00

TOTAL SUBCONTRACT WEEK ENDING	\$5,500.00	(29)
10 % x LINE (30) \$3,000.00 OR LESS	\$300.00	(31)
7 % x LINE (30) OVER \$3,000.00	\$175.00	(32)
GRAND TOTAL FOR SUBCONTRACTORS: LINES (30) + (31) + (32)	\$5,975.00	(33)

**TOTAL OF WORK COMPLETED FOR THE WEEK**

TOTAL LINES (12), (17), (22), (28) & (33)	\$22,066.32	(34)
1.1 % OF BOND RATE BASED UPON LINE (34)	\$242.73	(35)
10 % x LINE (35)	\$24.27	(36)
TOTAL EXTRA WORK LINES: (34) + (35) + (36)	\$22,333.32	(37)



Ferguson Waterworks INDY #1934  
 6439 EAST 30TH STREET  
 INDIANAPOLIS, IN 46219-0000

Phone: 317-546-2013  
 Fax: 317-546-2318

<b>Deliver To:</b> <b>From:</b> Christopher Dearborn <b>Comments:</b>
-----------------------------------------------------------------------------

11:37:51 OCT 17 2016

Page 1 of 1

FERGUSON WATERWORKS #1934

Price Quotation  
 Phone: 317-546-2013  
 Fax: 317-546-2318

**Bid No:** B141668  
**Bid Date:** 10/17/16  
**Quoted By:** CD

**Cust Phone:** 317-634-5561  
**Terms:** NET 10TH PROX

**Customer:** RIETH-RILEY CONSTRUCTN CO I  
 PO BOX 276  
 INDIANAPOLIS, IN 46206

**Ship To:** RIETH-RILEY CONSTRUCTN CO I  
 PO BOX 276  
 INDIANAPOLIS, IN 46206

**Cust PO#:** HYDRANT

**Job Name:** HYDRANT

Item	Description	Quantity	Net Price	UM	Total
AFCB84BLAORCCS W14001	5-1/4 B84B HYD 5'0 OR CLAY W/ STRZ VLV BX POSI CAP ALIGNER	1 1	2261.640 10.500	EA EA	2261.64 10.50
E85200010 E85200020	8 INDY VLV FRAME 8 INDY VLV LID	4 4	109.740 63.960	EA EA	438.96 255.84
DMJ2LAU E1106DSC	DOM 6 MJ C153 22-1/2 BEND L/A 6 MEGALUG ACC PKG W/ MJ GSKT F/ DI	1 2	81.750 36.730	EA EA	81.75 73.46
AFT350PU AFGRGSKTU	6 CL350 CL DI FASTITE PIPE 6 FAST GRIP GSKT	60 1	10.500 80.070	FT EA	630.00 80.07
PSURPX14	8X14 ULTRA RIB PVC SWR GJ PIPE	28	4.846	EA	135.69
AFCMK7312	12 HYD EXT 4-1/2 MK73 / 5-1/4 B84B	1	297.830	EA	297.83
<b>Net Total:</b>					\$4265.74
<b>Tax:</b>					\$0.00
<b>Freight:</b>					\$0.00
<b>Total:</b>					\$4265.74

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This quote is offered contingent upon the buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at [http://wolseley.com/terms\\_conditionsSale.html](http://wolseley.com/terms_conditionsSale.html). Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with \*NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

Hydrant Move

Post-CAP For CAEMEL

Mueller - Open Rt. Hydrant 5' bur.

4 - INDI VALVE Boxes.

a 22.5' 0 Burd. - 6" with gland Pucks  
Restained

~~45'~~ 50' of 6" DRP

1 6" feed lock gasket

Tracer wire

Tape

2 - 14' Rib Pipe 8"

P Price 1' Mueller Hyd. Extension

IF Need



## Rental Rate Blue Book®

### Caterpillar 420E IT Tractor-Loader-Backhoes

Size Class:  
**Max. Backhoe Digging Depth 14' to Under 15'**  
Weight:  
**17,781 lbs.**



### Configuration for 420E IT

Power Mode	<b>Diesel</b>	Drive	<b>4WD</b>
Loader Bucket Capacity--Heaped	<b>1.25 cy</b>	Backhoe Stick	<b>Extendable in</b>
Net Horsepower	<b>93.0 hp</b>	Operator Protection	<b>EROPS</b>

Equipment Notes: Includes General Purpose loader bucket, backhoe bucket and ROPS, unless otherwise noted.

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$3,690.00	\$1,035.00	\$260.00	\$39.00	\$23.90	\$44.87
<b>Adjustments</b>						
Region (Indianapolis: 100.4%)	\$14.76	\$4.14	\$1.04	\$0.16		
Model Year (2015: 100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)						
<b>Total:</b>	<b>\$3,704.76</b>	<b>\$1,039.14</b>	<b>\$261.04</b>	<b>\$39.16</b>	<b>\$23.90</b>	<b>\$44.95</b>

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	33%	\$1,217.70 / mo
Overhaul (ownership)	49%	\$1,808.10 / mo
CFC (ownership)	6%	\$221.40 / mo
Indirect (ownership)	12%	\$442.80 / mo
Fuel (operating) @ \$3.46	52%	\$12.52 / hr

Revised Date: 2nd Half 2015



## Rental Rate Blue Book®

May 23, 2016

### On-Highway Light Duty Trucks

Miscellaneous Models

Size Class:

**Net Hp 300 HP & Over**

### Configuration for On-Highway Light Duty Trucks

Power Mode	Diesel	Horsepower	360
Cab Type	Conventional	Axle Configuration	4X2
Ton Rating	1 1/2	Horsepower	360.0

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$1,120.00	\$315.00	\$79.00	\$12.00	\$19.25	\$25.61
<b>Adjustments</b>						
Region (Indianapolis: 100.7%)	\$7.84	\$2.20	\$0.55	\$0.08		
Model Year (2014: 99.5%)	(\$5.64)	(\$1.59)	(\$0.40)	(\$0.06)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
<b>Total:</b>	<b>\$1,122.20</b>	<b>\$315.61</b>	<b>\$79.15</b>	<b>\$12.02</b>	<b>\$19.25</b>	<b>\$25.63</b>

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	56%	\$627.20 / mo
Overhaul (ownership)	27%	\$302.40 / mo
CFC (ownership)	7%	\$78.40 / mo
Indirect (ownership)	10%	\$112.00 / mo
Fuel (operating) @ \$3.46	78%	\$14.95 / hr

Revised Date: 2nd Half 2015

CITY OF CARMEL

TO:  
E&B Paving, Inc.  
17042 Middletown Ave.  
Noblesville, IN 46060

CONTRACT CHANGE ORDER NO.: 7  
DATE: October 27, 2016  
PROJECT NAME: 136<sup>th</sup> St. & Carey RAB  
CITY REQ. NO.: 16-ENG-26  
CITY PO NO.: \_\_\_\_\_  
CITY PO DATE: \_\_\_\_\_



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

**Chemical Modifier Adjustment item added to the contract for an additional 2% of lime kiln dust required for IB subgrade treatment item.**

SCHEDULED ADJUSTMENT

ITEM	AMOUNT	(+) OR (-) DAYS
<b>EW Item #107 Chemical Modifier Adjustment</b>	<b>2783 Sys @ \$0.89 = \$2,476.87</b>	<b>0 Days</b>

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.: N/A W.D.C. No.: N/A  
Other: **Attached itemized change order documents from E&B, Inc., Specialties, and Altwitzig.**

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

Contract Price prior to this Change Order \$ 827,647.32  
Contract Price will be **increased**/decreased by this Change Order \$ 2,476.87  
New Contract Price including this Change Order \$ 830,124.19  
Contract Time Prior to this Change Order 45 Days \_\_\_ Open to Traffic  
Net increased/decreased resulting from this Change Order 0 Days  
Current Contract Time including this Change Order 45 Days \_\_\_ Open to Traffic

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  
American Structurepoint, Inc.  
ENGINEER  
7260 Shadeland Station  
Address  
Indianapolis, IN 46256  
City/State/Zip  
By: *John D. Lee*  
Phone: 317-547-5580

The Above Changes Are Accepted:  
E&B Paving, Inc.  
CONTRACTOR  
17042 Middletown Ave.  
Address  
Noblesville, IN 46060  
City/State/Zip  
By: *John Brown*  
Phone: 317-773-4132

Approved:  
James Brainard, Mayor  
Mary Ann Burke, Member  
Lori Watson, Member  
ATTEST:  
*Jeremy Kashman*  
Jeremy Kashman, City Eng.

Date: 10/27/16

Date: 10-31-16

Christine S. Pauley, Clerk-Treasurer  
Date: \_\_\_\_\_



**E&B PAVING Inc**  
World-Class Solutions at a Local Level™

## ADDITIONAL WORK AUTHORIZATION # 5

To: City of Carmel	Phone: 317-285-9459	Date: 10/25/2016
One Civic Square	Fax:	Job No: 02163505
Carmel, IN 46032	Project: 136th-Carey-Hawthorne RAB's	
Attn: John Cox	Location: 136th St and Carey Road	
	City: Carmel	

*The following quoted prices are for additional work that is not a part of our original contract scope of work:*

**DESCRIPTION:**

The following pricing is for additional lime needed to meet the requirements of the soil samples that were obtained and tested for the stabilization of the road at 136th St and Carey Rd. Per the attached description, this amount is for the additional material.

Description	Quantity	Unit	Unit Price	Extension
EWA Additional Kiln Dust for Subgrade Treatment 1B	2783	sys	\$ 0.81	\$ 2,254.23
			Subtotal	\$ 2,254.23
			10% of first \$3,000.00	\$ 225.42
			7% of remainder	
			<b>TOTAL</b>	<b>\$ 2,479.65</b>
			Additional Cost for Lime	\$ 0.89 *per sys

\* this cost will be added to the original contract price for Subgrade Treatment

**ADDITIONAL CHARGE FOR THE ABOVE WORK IS: \$ 2,479.65**

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated. *\$ 2,476.87 calc./sys \$ J0c*

Date: \_\_\_\_\_ Owner or Contractor Signature \_\_\_\_\_  
(Authorized Representative)

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at the above stated price.

E & B Paving, Inc., Authorized Signature

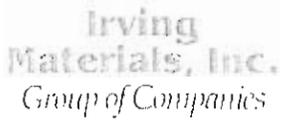
Date: 10/25/16

**THIS IS ADDITIONAL WORK AUTHORIZATION NO. 5**

AN EQUAL OPPORTUNITY EMPLOYER

17042 Middletown Ave. • Noblesville, IN 46060  
PHONE: 317.773.4132 • FAX 317.773.4137

[www.ebpaving.com](http://www.ebpaving.com)



Steven Broermann <steve.broermann@ebpaving.com>

## 136th & Carey Road Additional Material Cost Subgrade Treatment

1 message

Brad Schneider <brad.schneider@specialtiescompany.com>

Tue, Oct 25, 2016 at 10:59 AM

To: Steve Broermann <steve.broermann@ebpaving.com>

Cc: Susie Wood <susie.wood@specialtiescompany.com>, Andy Eller <andy.eller@specialtiescompany.com>

Steve,

INDOT spec requires us to bid 5% kiln dust. Additional material is to be paid for by change order.

In this case, the testing required 7% kiln dust. So an addition 2%.

Per testing, the maximum natural dry weight is 108 lbs/cft.

Using that number, that application rate at 14" depth and 7% will be 79.4 lbs/syd.

2% of that 7% would equate to 22.7 lbs / syd.

Attached is our quote for \$71.00/ton. 22.7 lbs/syd cost = \$0.81/syd additional material cost.

Please let me know if you have any questions.

Thank you,  
Brad

Brad Schneider, LS

Vice-President

Specialties Company, LLC

9350 E. 30th Street

Indianapolis, IN 46229

P: 317-594-0291

F: 317-594-0271

M: 317-502-6246

brad.schneider@specialtiescompany.com

Website: [www.specialtiescompany.com](http://www.specialtiescompany.com)

Twitter: @SpecialtiesCo



 **Specialties Company LKD quote Carmel IN 10.25.2016 (1).pdf**  
140K



13 West 2<sup>nd</sup> Street - Maysville, KY 41056 – 606-564-5008 FAX-606-564-5012

October 25, 2016

Mr. Brad Schneider  
Specialties Company, LLC  
9350 East 30<sup>th</sup> Street  
Indianapolis, IN. 46229

Dear Brad,

Omni Materials is pleased to provide the following quote for the supply of lime kiln dust for your project in Carmel, IN. We quote as follows:

<b>Materials</b>	<b>Material Price/Ton</b>	<b>Freight Rate/Ton</b>	<b>Fuel Surcharge</b>	<b>Total/Ton</b>
Black River Lime Kiln Dust	\$42.00	\$29.00	0%	\$71.00

- Payment Terms Net 30 Days
- Prices do not include tax if applicable. Customer is responsible for sales tax until a sales tax exemption certificate is provided prior to material delivery
- Fuel surcharges are subject to change
- Samples and specifications can be provided upon request
- 25 ton freight minimum
- Product is subject to availability
- Freight rates may increase or decrease depending on trucking availability

By accepting this quote, you acknowledge (a) that you are solely responsible for the application and use of the product, (b) that such application and use of the product is based solely on your judgment and knowledge of the product, and (c) that no representations or warranties of any kind whatsoever have been made to you concerning the application and/or use of the product.

Please let us know if additional information is required. We can be reached as follows:

Office	606-564-5008
Office FAX	606-564-5012
Kevin Ireland- Mobile	812-304-0110
E-mail	kevin.ireland@omnimaterialsinc.com

Sincerely,



Kevin Ireland  
CC. April Fisher

KWI/th



## **Alt & Witzig Engineering, Inc.**

4105 West 99<sup>th</sup> Street • Carmel, Indiana 46032  
(317) 875-7000 • Fax (317) 876-3705

**Tested For:**

Mr. Joe Hile, PE  
Specialties Company, LLC  
9350 East 30<sup>th</sup> Street  
Indianapolis, IN 46229

**Date:** 10-04-16

**Our Project No.:** TZ 16133-LTR

**Project:**

136<sup>th</sup> Street & Carey Rd. Intersection Improvements  
Carmel, IN  
Hamilton County

### **Executive Summary**

Per your request, Alt & Witzig Engineering has performed a soil-chemical modification study on the soil types obtained from the above referenced project to be utilized at subgrade elevation per project specifications. The chemical modifiers utilized in the testing procedures are listed below:

- Cement – Lehigh Cement Company – Mitchell, IN
- Lime Kiln Dust – Carmeuse Lime & Stone – Buffington, IN

#### **Subgrade Treatment Recommendation – 14” Chemical Soil Modification**

**Chemical Recommended: 7% LKD**

<b>Sample Identification</b>	<b>Sample Classification</b>	<b>Spread Rate Lb/yd<sup>2</sup></b>	<b>Optimum Moisture Content (%)</b>	<b>As Received Moisture Contents (%)</b>
Sample #1	A-6 (12) CLAY	74.2	20.3%	19.5%
Sample #2	A-7-6 (23) SILTY CLAY	74.2	24.1%	24.5%

**Offices:**

Cincinnati, Ohio • Dayton, Ohio  
Indianapolis • Evansville • Ft. Wayne • Lafayette • South Bend • Terre Haute, Indiana

*Subsurface Investigation and Foundation Engineering  
Construction Materials Testing and Inspection  
Environmental Services*

### Sample Collection

Two (2) soil samples were collected and delivered to our laboratory by a Specialties Company LLC representative. It should be noted that Alt & Witzig Engineering, Inc was not present during the sample collection process. The samples were collected from the intersection of 136<sup>th</sup> Street & Carey Rd. The samples were not identified with reference to a specific location (Line, station, offset, etc.) and only identified as Sample #1 and Sample #2. According to the contractor, the samples collected are representative of the soils to be utilized at the new design subgrade elevation for this project.

### Laboratory Testing

By request of the contractor, laboratory testing was performed in accordance with INDOT's most recent publication of their "Design Procedures for Soil Modification or Stabilization" and ISS 215.

#### *Sample #1*

Eades & Grim pH testing indicated a minimum of 5.5 percent LKD to reach saturation (pH = 12.4) for the moderately to highly plastic A-6 Clay soils represented by Sample #1. Soluble sulfate contents were below 1,000 ppm and Loss on Ignition (LOI) was not necessary based upon visual examination. Moisture density relationships and unconfined compressive strength testing was performed in accordance with INDOT guidelines using 5% & 6% LKD by dry unit weight, as well as, 4% & 5% Cement by dry unit weight.

#### *Sample #2*

Eades & Grim pH testing indicated a minimum of 6.5 percent LKD to reach saturation (pH = 12.4) for the highly plastic A-7-6 Silty Clay soils represented by Sample #2. Soluble sulfate contents were below 1,000 ppm and Loss on Ignition (LOI) was not necessary based upon visual examination. Moisture density relationships and unconfined compressive strength testing was performed in accordance with INDOT guidelines using 6% & 7% LKD by dry unit weight, as well as, 5% & 6% Cement by dry unit weight.

**Subgrade Treatment Recommendations**

The moderately to highly plastic A-6 Clay soils represented by Sample #1 met the required strength gains with the use of 6% LKD.

The highly plastic A-7-6 Silty Clay soils represented by Sample #2 met the required strength gains with the use of 7% LKD.

**Therefore, we recommend 7% LKD by dry unit weight be used for subgrade treatment of areas represented by these soils collected for this project. We recommend a normalized spread rate of 74.2 pounds per square yard for the entire project.**

**Double treatment may be necessary to aid in the acceptance of DCP results in the field. Applying 3-4% LKD, allowing the soil chemical mixture to mellow for 24 HR, and then applying the final 3-4% LKD.**

14” Chemical Soil Modification – 7% LKD

<b>Sample Identification</b>	<b>Sample Classification</b>	<b>Spread Rate Lb/yd<sup>2</sup></b>	<b>Optimum Moisture Content (%)</b>	<b>As Received Moisture Contents (%)</b>
Sample #1	A-6 (12) CLAY	74.2	20.3%	19.5%
Sample #2	A-7-6 (23) SILTY CLAY	74.2	24.1%	24.5%

**Alternative Subgrade Treatment Recommendations**

The moderately to highly plastic A-6 Clay soils represented by Sample #1 also met the required strength gains with the use of 5% Cement.

The highly plastic A-7-6 Silty Clay soils represented by Sample #2 also met the required strength gains with the use of 6% Cement.

Therefore, 6% Cement by dry unit weight may be considered for subgrade treatment of areas represented by these soils collected for this project.

14” Chemical Soil Modification – 6% Cement

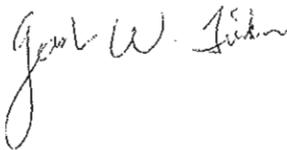
<b>Sample Identification</b>	<b>Sample Classification</b>	<b>Spread Rate Lb/yd<sup>2</sup></b>	<b>Optimum Moisture Content (%)</b>	<b>As Received Moisture Contents (%)</b>
Sample #1	A-6 (12) CLAY	63.6	19.1%	19.5%
Sample #2	A-7-6 (23) SILTY CLAY	63.6	22.8%	24.5%

Closing Statement

Chemically treated soils must be at or above the optimum moisture content as determined by the soil-chemical mixture. Site specific conditions, including anticipated weather during treatment, stability of foundation soils, and in-situ moisture contents must be considered prior to subgrade treatment. Site conditions that would adversely affect the chemical treatment should be brought to the immediate attention of the project manager.

Approved chemicals to be incorporated in the field for stabilization or modification of the subgrade shall be accomplished as per project specifications. The contractor shall account and correct for all losses and equipment efficiencies that occur in the field to assure that the proper chemical percentage is achieved. Please find a copy of our test results enclosed with this letter.

Sincerely,



Joshua W. Tinkle, E.I.T.



David C. Harness, P.E.



Manager: D. Harness Client: Specialties Company LLC Project Description: Soil Modification Study  
 Location: Carmel, IN Route 136th St. & Carey Rd.  
Hamilton County INDOT Contract #:

Specimen ID Pill ID	Specimen Description				Strength Specimen Data					Minimum M.C. @ time of Compaction (%)
	LL	PL	PI	Fines	DD (pcf)	w%	% Comp.	PSI	PSI Gain	
<b>Sample #1</b> Cement 1	Cement-Soil Mixture - 4%				101.0	18.8	95.5	111	79	18.6
<b>Sample #1</b> Cement 2	Cement-Soil Mixture - 4%				100.5	18.8	95.0	110	78	
<b>Sample #1</b> Cement 3	Cement-Soil Mixture - 5%				99.9	19.2	95.5	146	114	19.1
<b>Sample #1</b> Cement 4	Cement-Soil Mixture - 5%				99.4	19.2	95.0	144	112	
<b>Sample #1</b> Lime 1	Lime-Soil Mixture - 5%				99.4	20.0	96.0	76	44	19.7
<b>Sample #1</b> Lime 2	Lime-Soil Mixture - 5%				98.9	20.0	95.5	75	43	
<b>Sample #1</b> Lime 3	Lime-Soil Mixture - 6%				98.2	20.5	95.6	92	60	20.3
<b>Sample #1</b> Lime 4	Lime-Soil Mixture - 6%				97.7	20.5	95.1	91	59	
<b>Sample #1</b> Natural 1	A-6 (12) CLAY 35 : 20 : 15 : 81.6				102.5	17.5	95.0	33		17.5
<b>Sample #1</b> Natural 2					102.0	17.5	94.5	31		
<b>Sample #2</b> Cement 1	Cement-Soil Mixture - 5%				95.2	22.4	96.7	107	73	22.2
<b>Sample #2</b> Cement 2	Cement-Soil Mixture - 5%				94.7	22.4	96.2	105	71	
<b>Sample #2</b> Cement 3	Cement-Soil Mixture - 6%				94.0	23.0	96.3	141	107	22.8
<b>Sample #2</b> Cement 4	Cement-Soil Mixture - 6%				93.5	23.0	95.8	139	105	
<b>Sample #2</b> Lime 1	Lime-Soil Mixture - 6%				92.6	23.6	95.8	68	34	23.5
<b>Sample #2</b> Lime 2	Lime-Soil Mixture - 6%				92.1	23.6	95.3	67	33	
<b>Sample #2</b> Lime 3	Lime-Soil Mixture - 7%				91.5	24.1	95.5	86	52	24.1
<b>Sample #2</b> Lime 4	Lime-Soil Mixture - 7%				91.0	24.1	95.0	84	50	
<b>Sample #2</b> Natural 1	A-7-6 (23) SILTY CLAY 43 : 21 : 22 : 95.5				96.9	21.2	96.0	34		21



Alt & Witzig Engineering, Inc.  
 4105 West 99th St.  
 Carmel, IN 46032  
 Telephone: 317-875-7000  
 Fax:

**Soil/Chemical Modification Study**

Specimen ID Pill ID	Specimen Description				Strength Specimen Data					Minimum M.C. @ time of Compaction (%)
					LL	PL	PI	Fines	DD (pcf)	
<b>Sample #2</b> Natural 2					96.4	21.2	95.6	33		

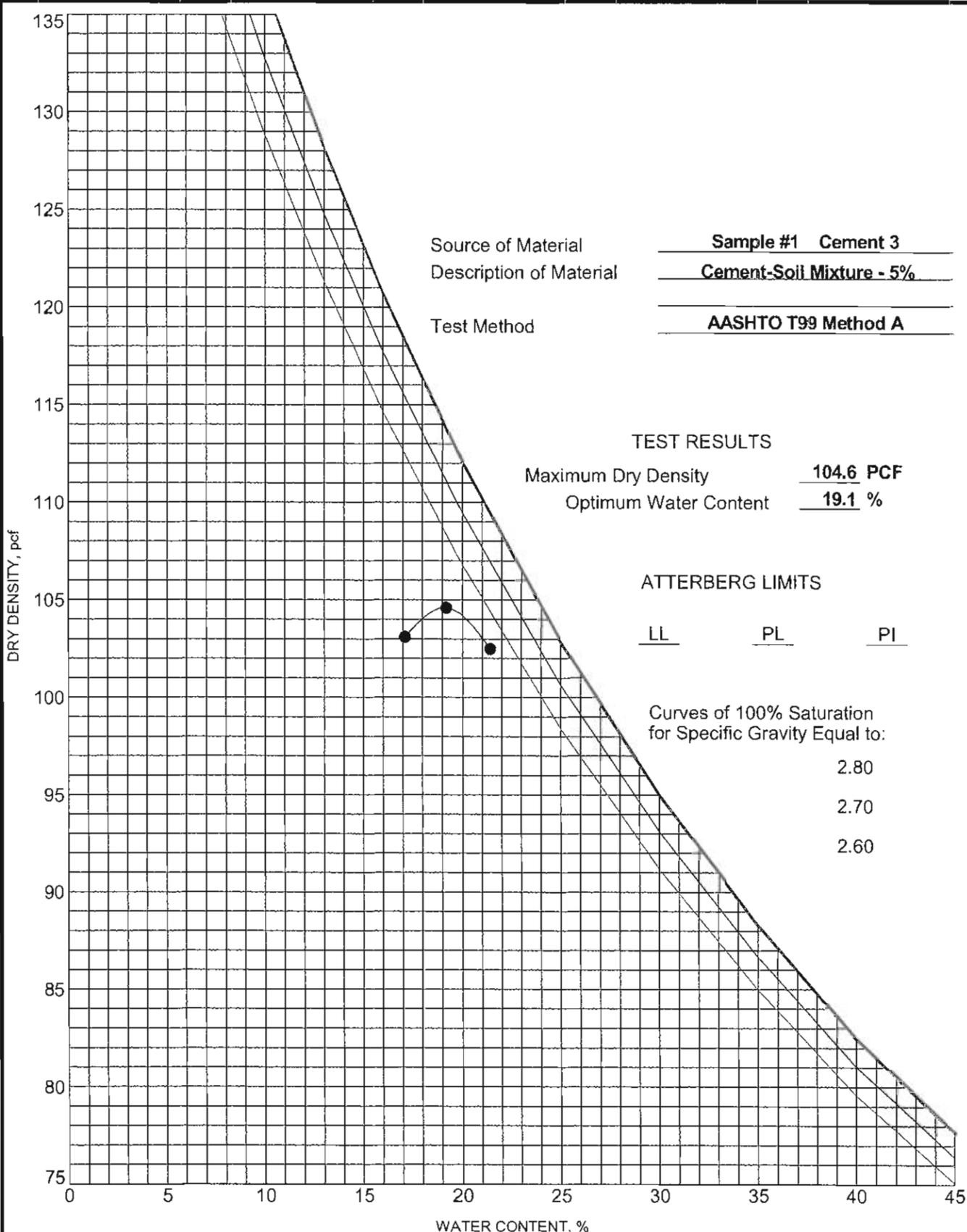


Alt & Witzig Engineering, Inc.  
 4105 West 99th St.  
 Carmel, IN 46032  
 Telephone: 317-875-7000  
 Fax:

**Soil/Chemical Modification Study**



LIME STUDY PROCTOR TZ-16133 GINT.GPJ US LAB.GDT 10/4/16



Alt & Witzig Engineering, Inc.  
 4105 West 99th St.  
 Carmel, IN 46032  
 Telephone: 317-875-7000  
 Fax:

**MOISTURE-DENSITY RELATIONSHIP**

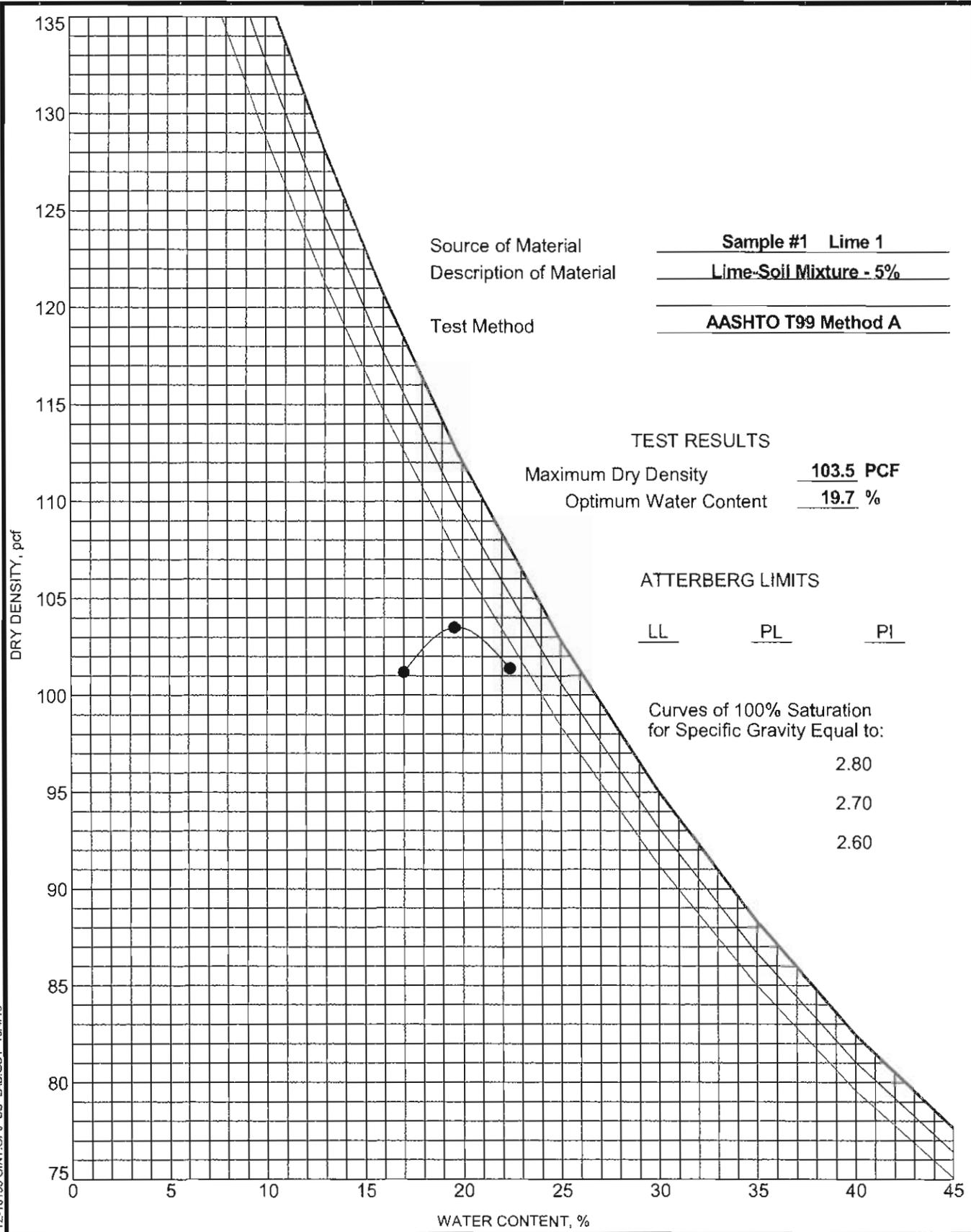
**Project Name:** 136th St. & Carey Rd. Intersection Imp.

**Location:** Hamilton County

**A&W File #:** TZ 16133

**INDOT Contract #:**

LIME STUDY PROCTOR TZ-16133 GINT.GPJ US LAB.GDT 10/4/16



Source of Material Sample #1 Lime 1  
 Description of Material Lime-Soil Mixture - 5%  
 Test Method AASHTO T99 Method A

**TEST RESULTS**  
 Maximum Dry Density 103.5 PCF  
 Optimum Water Content 19.7 %

**ATTERBERG LIMITS**  
LL      PL      PI

Curves of 100% Saturation  
 for Specific Gravity Equal to:  
 2.80  
 2.70  
 2.60

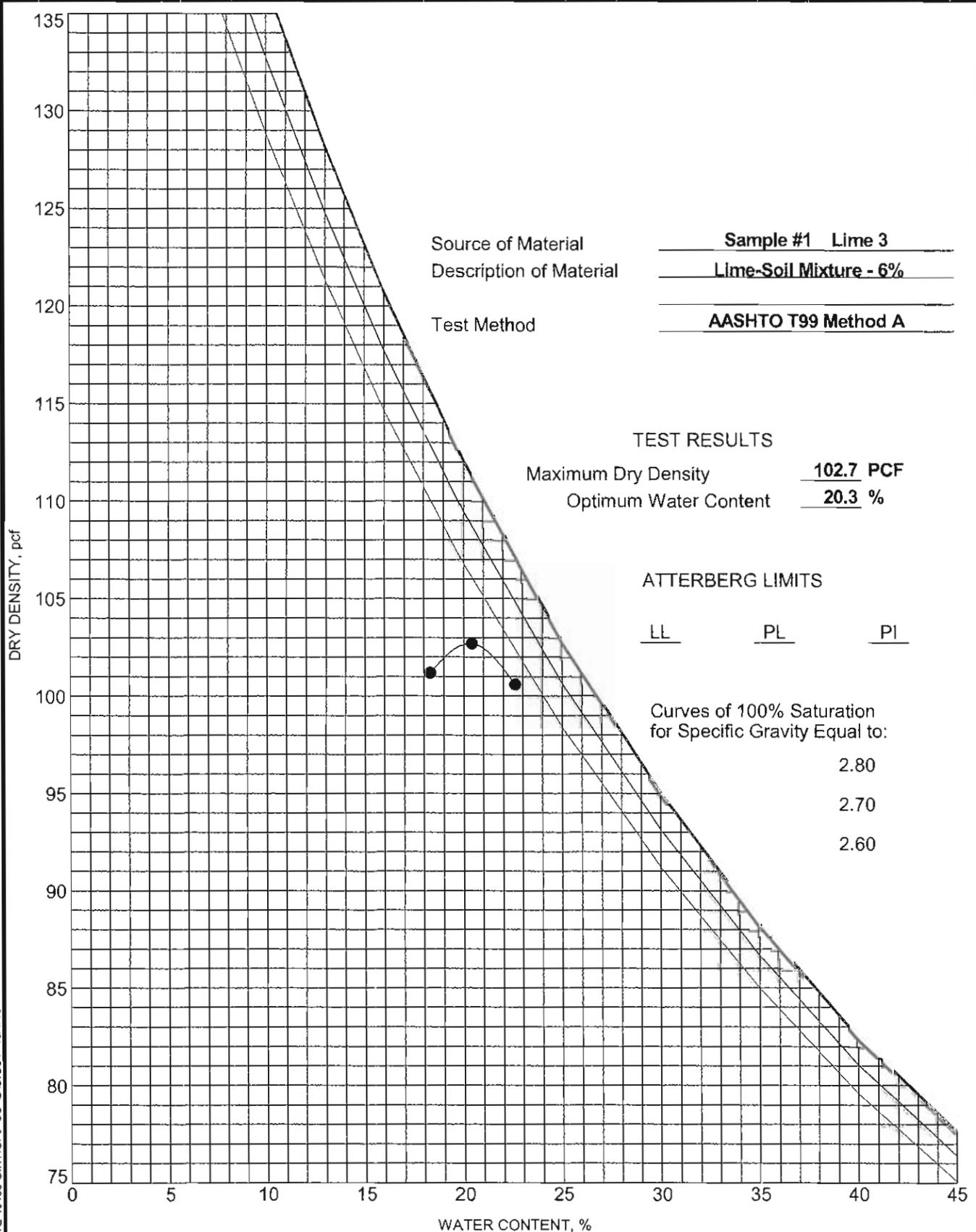


Alt & Witzig Engineering, Inc.  
 4105 West 99th St.  
 Carmel, IN 46032  
 Telephone: 317-875-7000  
 Fax:

**MOISTURE-DENSITY RELATIONSHIP**

**Project Name:** 136th St. & Carey Rd. Intersection Imp.  
**Location:** Hamilton County  
**A&W File #:** TZ 16133      **INDOT Contract #:**

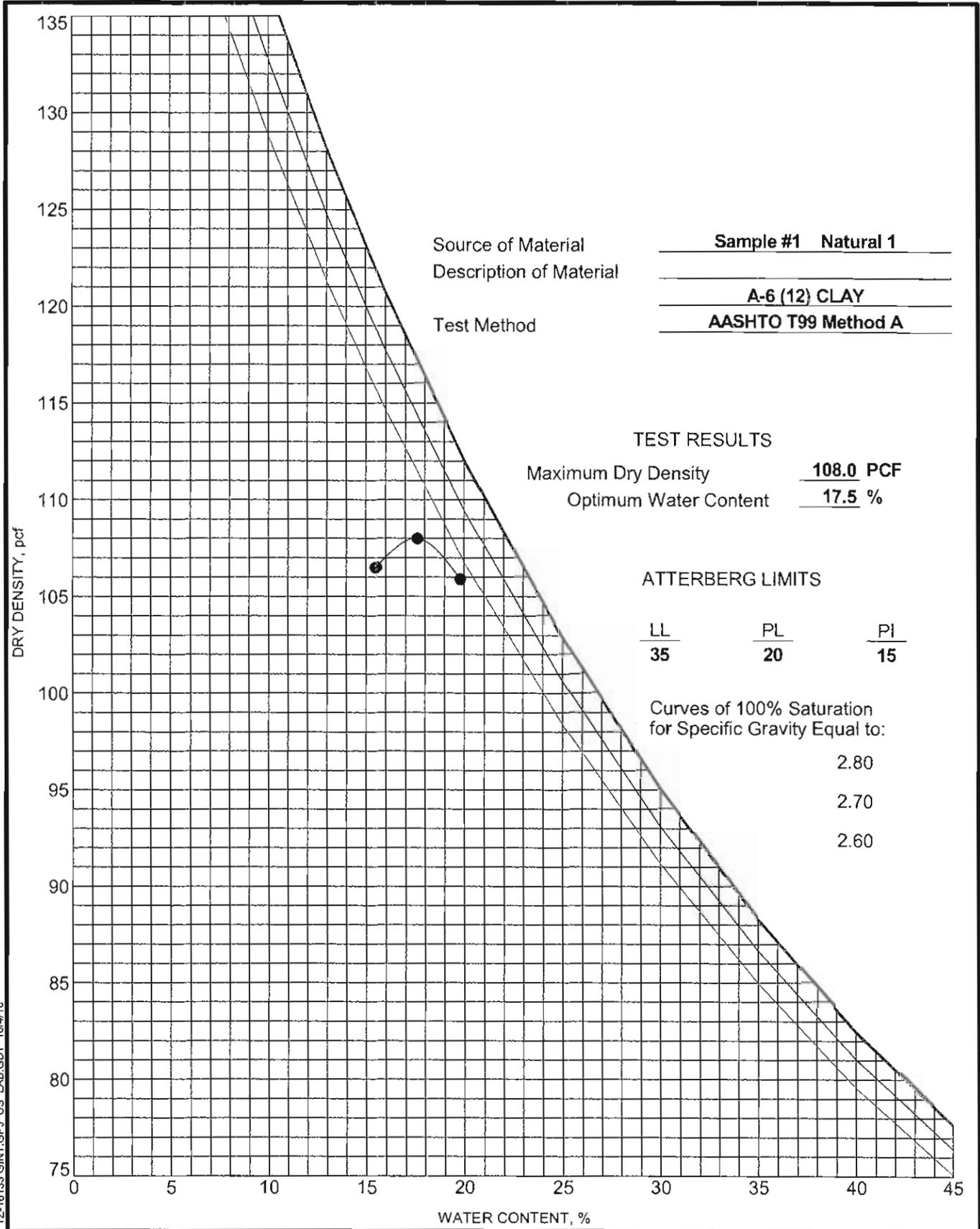
LIME STUDY - PROCTOR TZ-16133 GINT.GPJ US LAB.GDT 10/4/16



Alt & Witzig Engineering, Inc.  
 4105 West 99th St.  
 Carmel, IN 46032  
 Telephone: 317-875-7000  
 Fax:

**MOISTURE-DENSITY RELATIONSHIP**

Project Name: 136th St. & Carey Rd. Intersection Imp.	
Location: Hamilton County	
A&W File #: TZ 16133	INDOT Contract #:



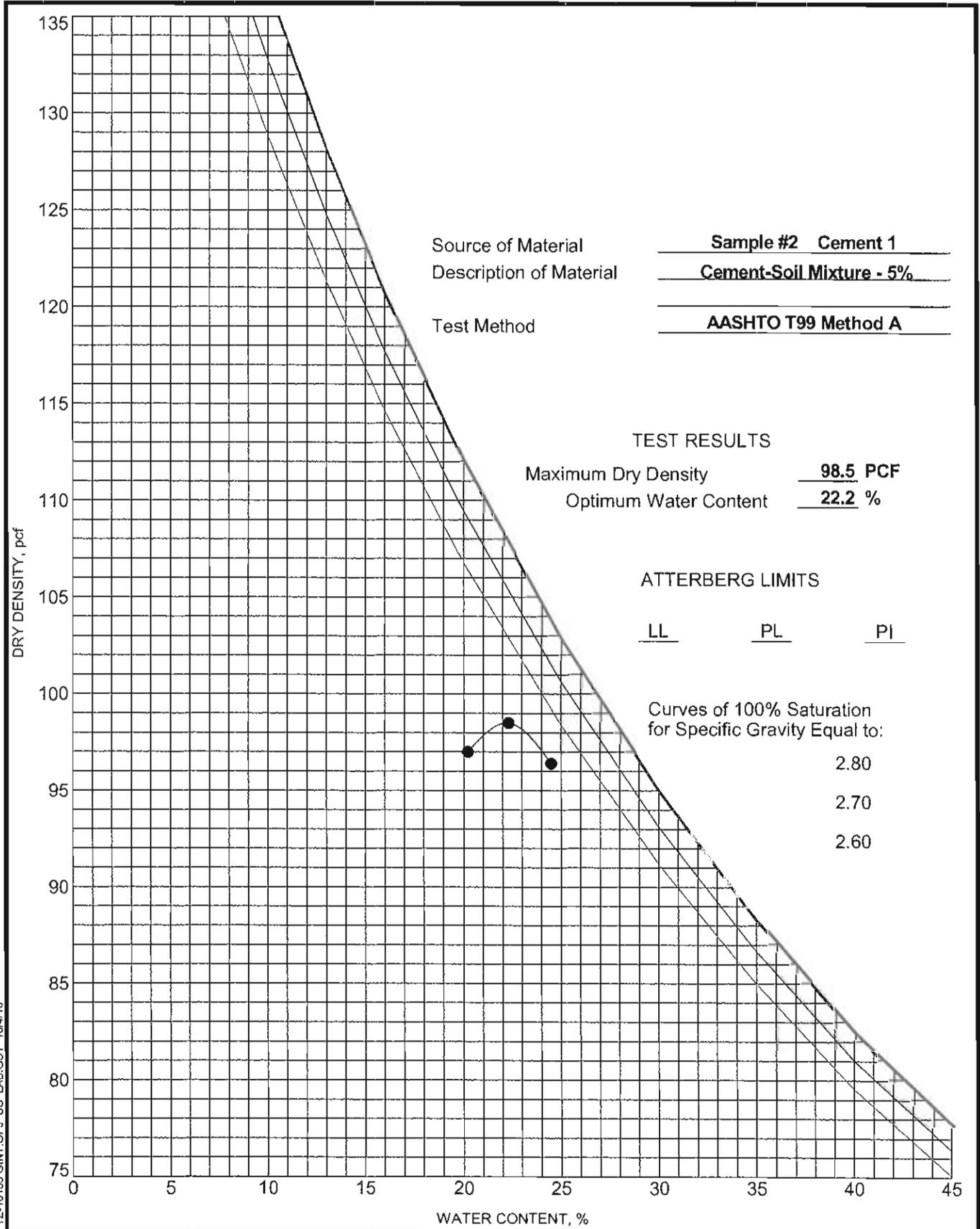
LIME STUDY PROCTOR TZ-16133 GINT.GPJ US LAB.GDT 10/4/16



Alt & Witzig Engineering, Inc.  
 4105 West 99th St.  
 Carmel, IN 46032  
 Telephone: 317-875-7000  
 Fax:

<b>MOISTURE-DENSITY RELATIONSHIP</b>	
<b>Project Name:</b> 136th St. & Carey Rd. Intersection Imp.	
<b>Location:</b> Hamilton County	
<b>A&amp;W File #:</b> TZ 16133	<b>INDOT Contract #:</b>

LIME STUDY PROCTOR TZ-16133 GINT.GPJ US LAB.GDT 10/4/16



Alt & Witzig Engineering, Inc.  
 4105 West 99th St.  
 Carmel, IN 46032  
 Telephone: 317-875-7000  
 Fax:

**MOISTURE-DENSITY RELATIONSHIP**

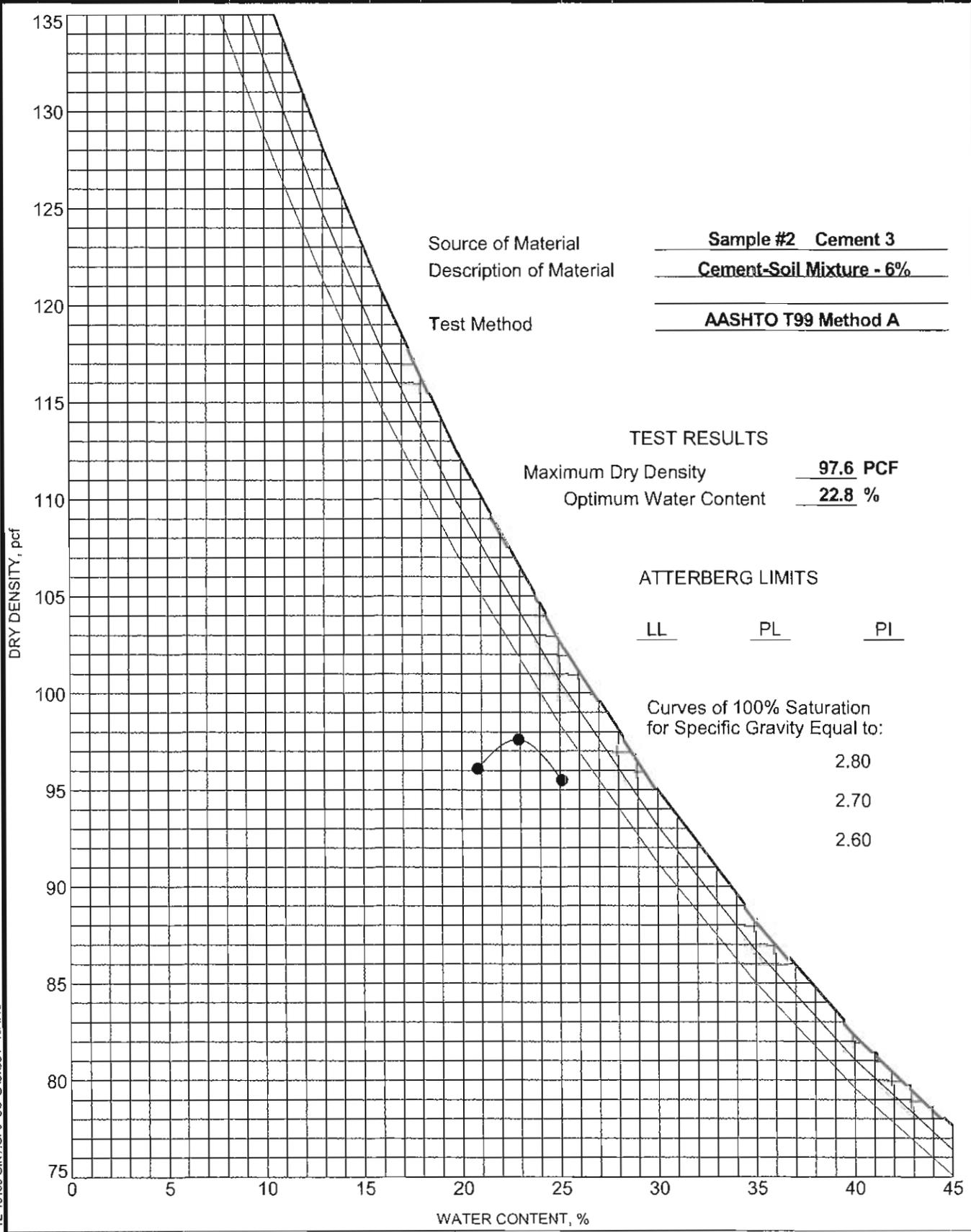
**Project Name:** 136th St. & Carey Rd. Intersection Imp.

**Location:** Hamilton County

**A&W File #:** TZ 16133

**INDOT Contract #:**

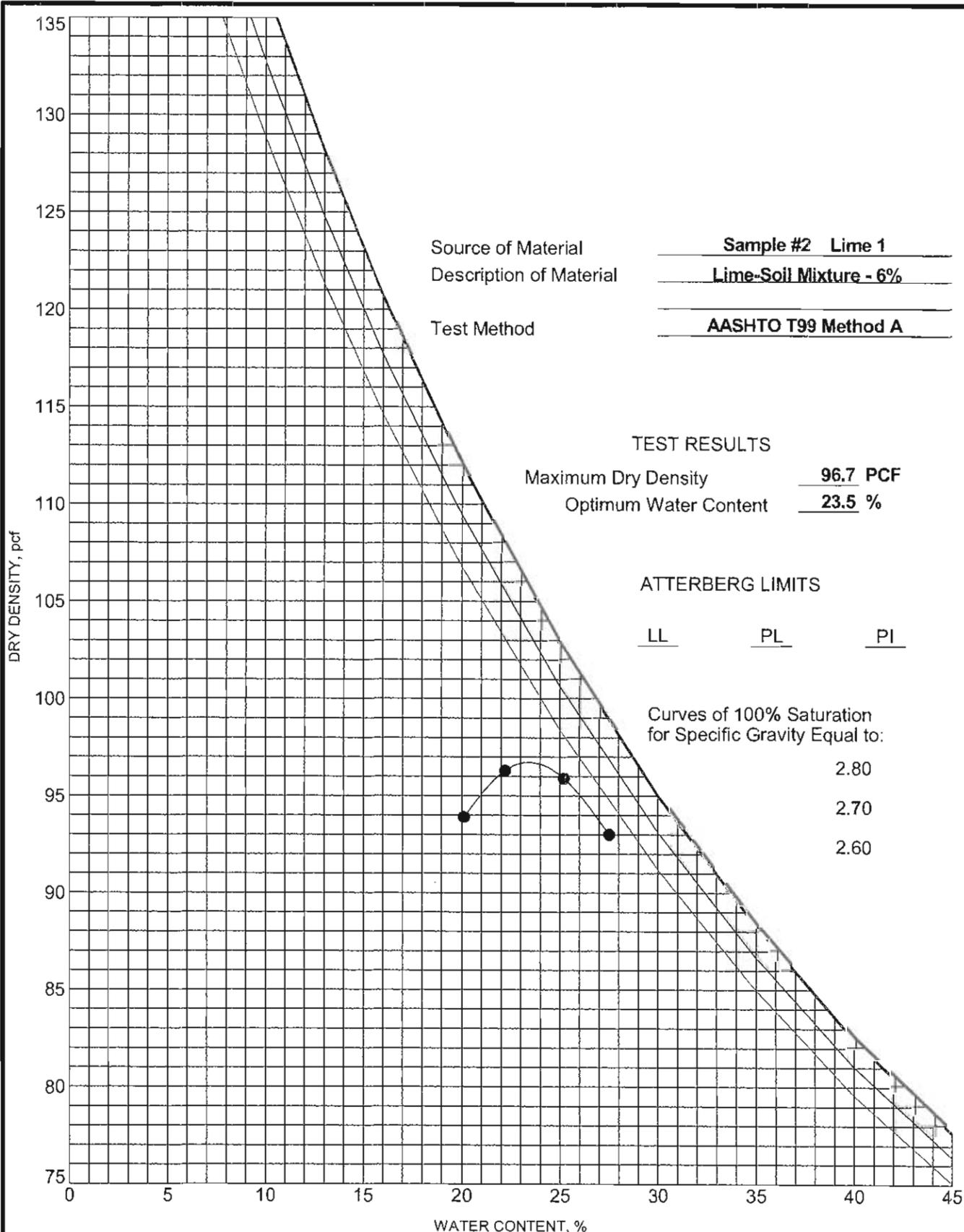
LIME STUDY PROCTOR TZ-16133 GINT.GPJ US LAB.GDT 10/4/16



Alt & Witzig Engineering, Inc.  
 4105 West 99th St.  
 Carmel, IN 46032  
 Telephone: 317-875-7000  
 Fax:

### MOISTURE-DENSITY RELATIONSHIP

Project Name: 136th St. & Carey Rd. Intersection Imp.	
Location: Hamilton County	
A&W File #: TZ 16133	INDOT Contract #:



Source of Material Sample #2 Lime 1  
 Description of Material Lime-Soil Mixture - 6%  
 Test Method AASHTO T99 Method A

TEST RESULTS  
 Maximum Dry Density 96.7 PCF  
 Optimum Water Content 23.5 %

ATTERBERG LIMITS  
LL PL PI

Curves of 100% Saturation  
 for Specific Gravity Equal to:  
 2.80  
 2.70  
 2.60

LIME STUDY PROCTOR TZ-16133 GINT.GPJ US LAB.GDT 10/4/16

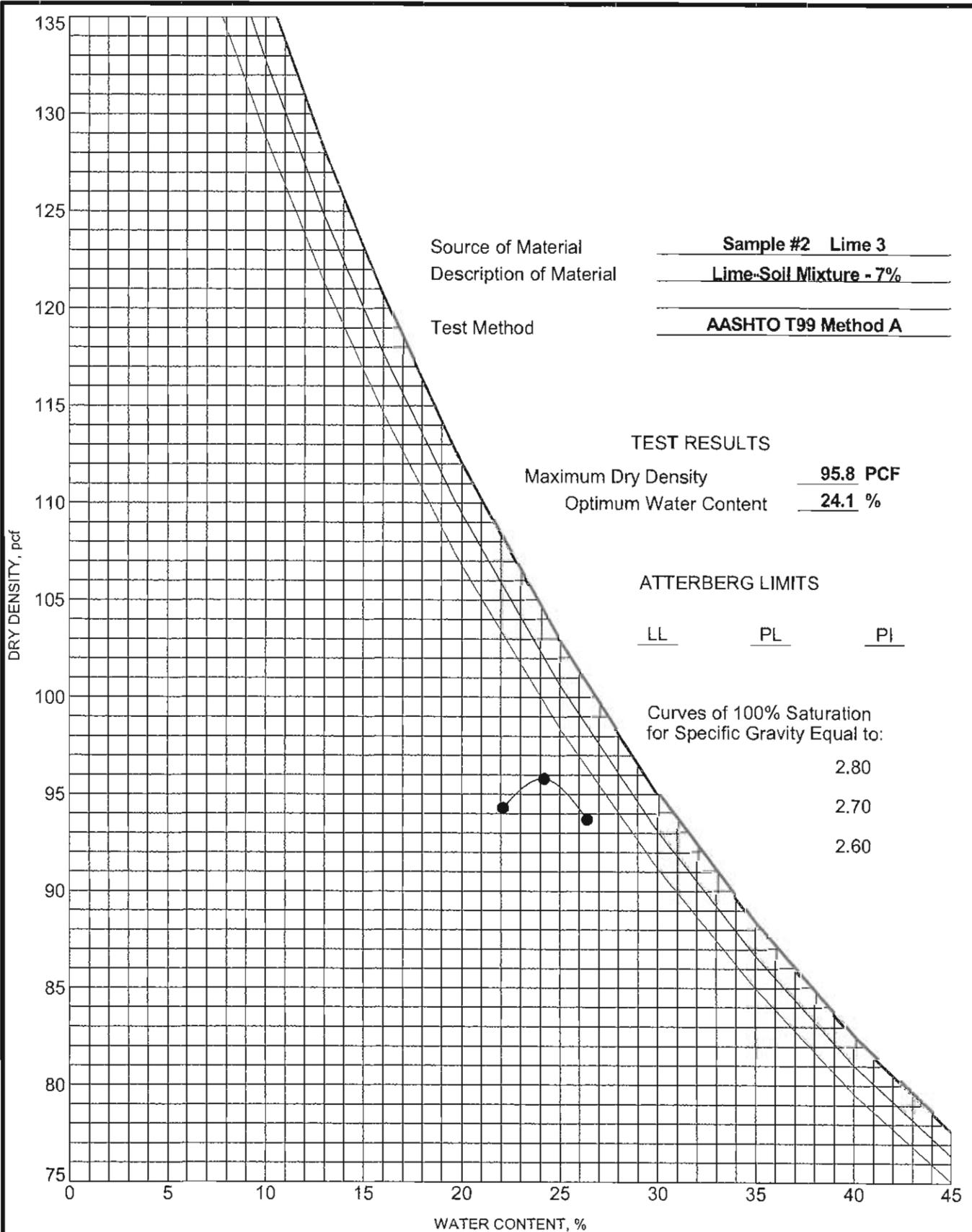


Alt & Witzig Engineering, Inc.  
 4105 West 99th St.  
 Carmel, IN 46032  
 Telephone: 317-875-7000  
 Fax:

**MOISTURE-DENSITY RELATIONSHIP**

Project Name: 136th St. & Carey Rd. Intersection Imp.  
 Location: Hamilton County  
 A&W File #: TZ 16133      INDOT Contract #:

LIME STUDY PROCTOR TZ-16133 GINT.GPJ US LAB.GDT 10/4/16



Alt & Witzig Engineering, Inc.  
 4105 West 99th St.  
 Carmel, IN 46032  
 Telephone: 317-875-7000  
 Fax:

**MOISTURE-DENSITY RELATIONSHIP**

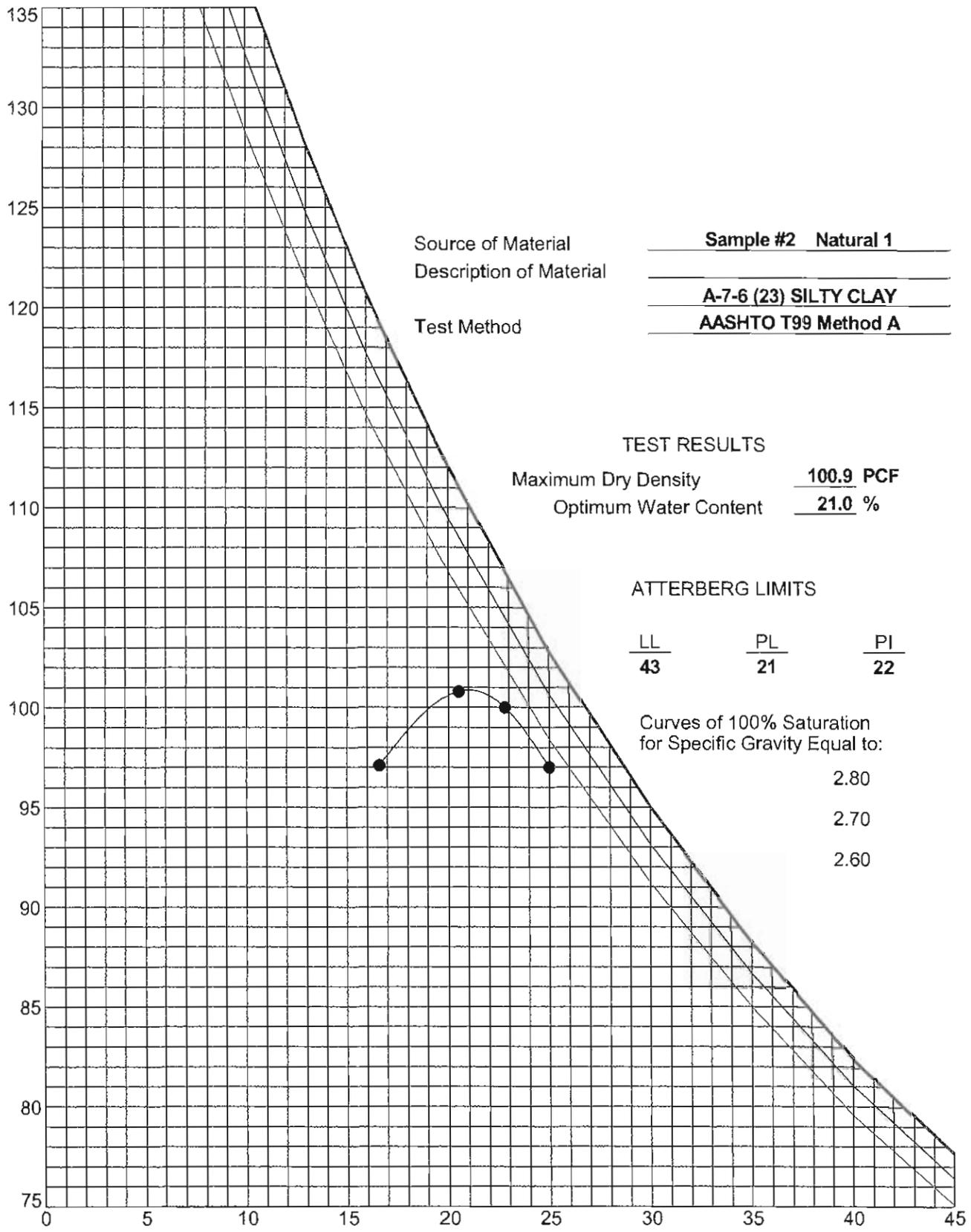
Project Name: 136th St. & Carey Rd. Intersection Imp.

Location: Hamilton County

A&W File #: TZ 16133

INDOT Contract #:

DRY DENSITY, pcf



Source of Material Sample #2 Natural 1  
 Description of Material A-7-6 (23) SILTY CLAY  
 Test Method AASHTO T99 Method A

TEST RESULTS

Maximum Dry Density 100.9 PCF  
 Optimum Water Content 21.0 %

ATTERBERG LIMITS

LL	PL	PI
43	21	22

Curves of 100% Saturation for Specific Gravity Equal to:

2.80  
 2.70  
 2.60

LIME STUDY PROCTOR TZ-16133 GINT.GPJ US LAB.GDT 10/4/16



Alt & Witzig Engineering, Inc.  
 4105 West 99th St.  
 Carmel, IN 46032  
 Telephone: 317-875-7000  
 Fax:

MOISTURE-DENSITY RELATIONSHIP

Project Name: 136th St. & Carey Rd. Intersection Imp.

Location: Hamilton County

A&W File #: TZ 16133

INDOT Contract #:

Sample ID	Textural Classification	Passing #10	Passing #40	Passing #200	Gravel %	Sand %	Silt %	Clay %	Colloid %	LL	PL	PI	LOI %	Ca/Mg %	Soluble Sulfates ppm	As Received Moisture %	pH
Sample #1	A-6 (12) CLAY	98.3	94.4	81.6	1.7	16.7	49.8	31.8	30.8	35	20	15	NT	NT	0	19.5	7.5
Sample #2	A-7-6 (23) SILTY CLAY	99.9	98.9	95.5	0.1	4.4	50.8	44.6		43	21	22	NT	NT	20	24.5	7.8

.....

### Chemical Modification Summary

**Project Name:** 136th St. & Carey Rd. Intersection Imp.

**Location:** Carmel, IN - Hamilton County

**A&W File #:** TZ 16133      **INDOT Contract #:**

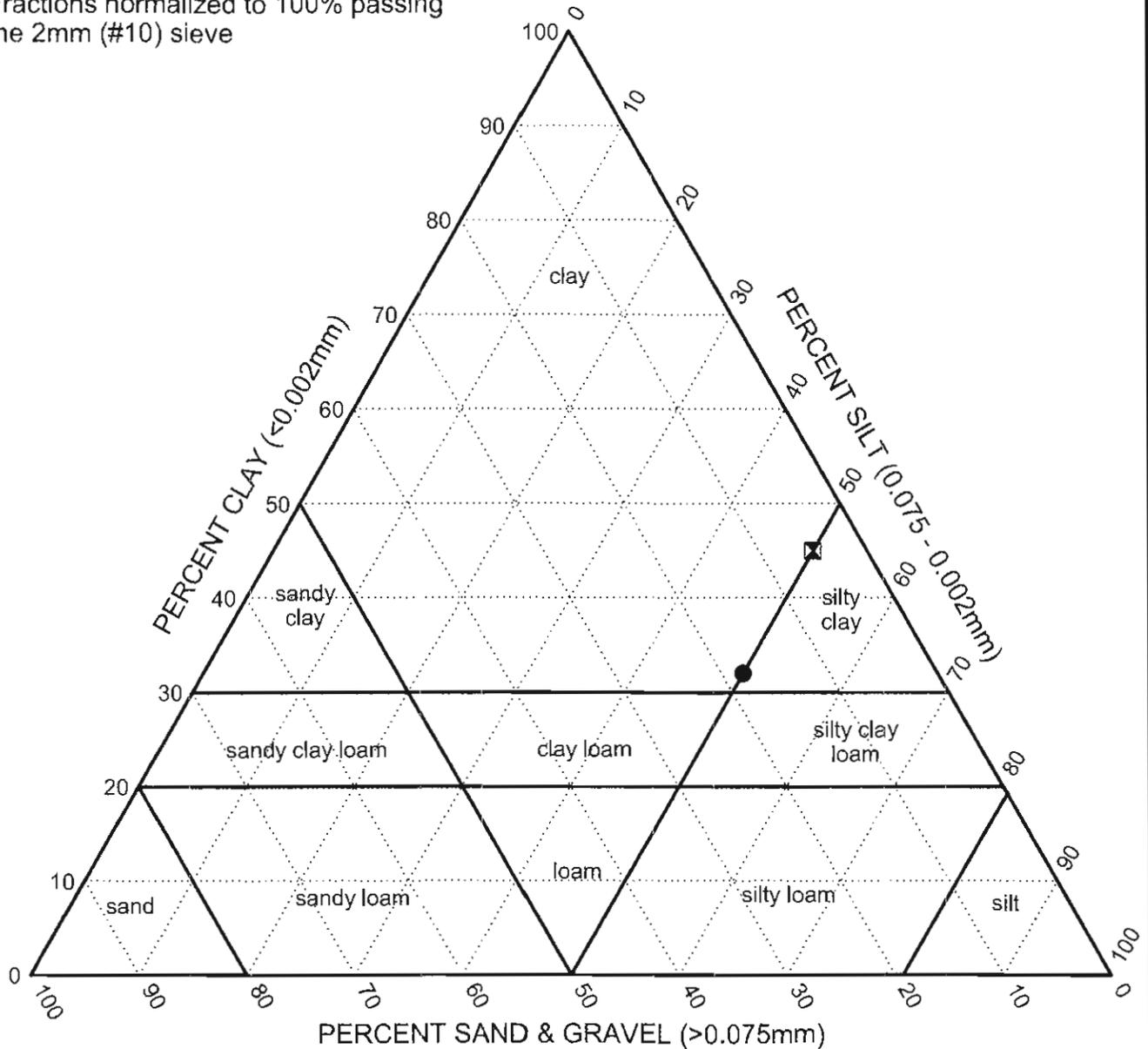
**Alt & Witzig Engineering, Inc.**  
 4105 West 99th St.  
 Carmel, IN 46032  
 Telephone: 317-875-7000  
 Fax:



NOTE: NT = Not Tested



Fractions normalized to 100% passing the 2mm (#10) sieve



Sample ID	AASHTO Classification	Sand & Gravel (%)	Silt (%)	Clay (%)
● Sample #1	A-6 (12) CLAY	18.4	49.8	31.8
☒ Sample #2	A-7-6 (23) SILTY CLAY	4.5	50.8	44.6



Alt & Witzig Engineering, Inc.  
 4105 West 99th St.  
 Carmel, IN 46032  
 Telephone: 317-875-7000  
 Fax:

### AASHTO Textural Classification Chart

Project Name: 136th St. & Carey Rd. Intersection Imp.

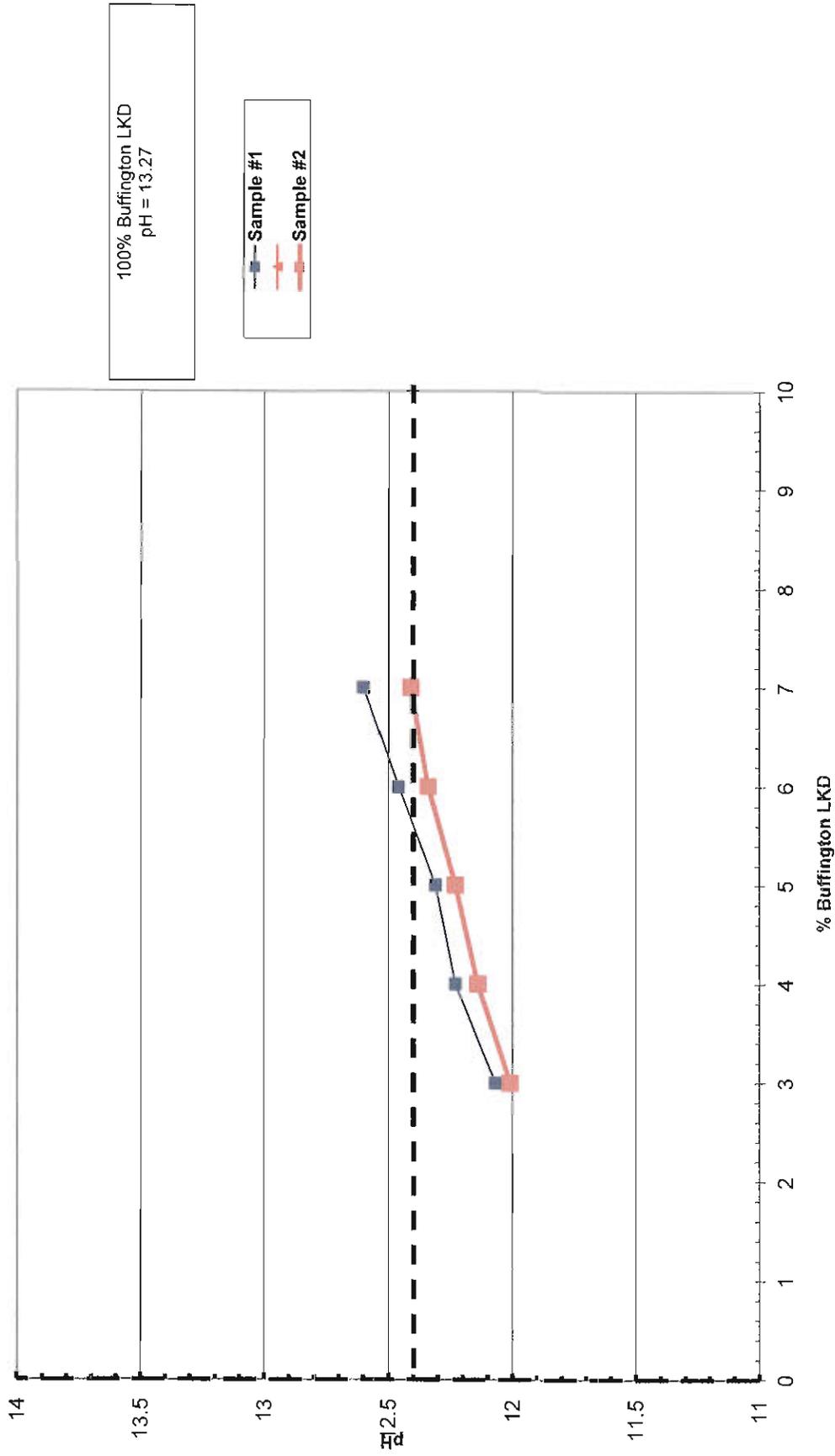
Location: Carmel, IN - Hamilton County

DES #:

INDOT Contract #:



**TZ-16133 136th St. & Carey Rd. Int. Imp.  
Carmel, IN Hamilton County  
10/04/2016**



CITY OF CARMEL

TO:  
**E&B Paving, Inc.**  
**17042 Middletown Ave.**  
**Noblesville, IN 46060**

CONTRACT CHANGE ORDER NO.: 8  
 DATE: November 3, 2016  
 PROJECT NAME: Hawthorne Dr. & Carey RAB  
 CITY REQ. NO.: 16-ENG-09  
 CITY PO NO.: \_\_\_\_\_  
 CITY PO DATE: \_\_\_\_\_



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

**Top Soil item added for the landscape areas as required in the plans. Utilized unit price from the 136<sup>th</sup> Street project bid item list.**

SCHEDULED ADJUSTMENT

ITEM	AMOUNT	(+) OR (-) DAYS
<b>EW Item #2086 Top Soil 125 Cys</b>	<b>\$50.00 / Cyd = \$6,250.00</b>	<b>0 Days</b>

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.: N/A W.D.C. No.: N/A  
 Other: **E&B, Inc. Bid Tab line item price from the 136<sup>th</sup> and Carey Rd. project.**

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

Contract Price prior to this Change Order \$ 677,348.52  
 Contract Price will be **increased**/decreased by this Change Order \$ 6,250.00  
 New Contract Price including this Change Order \$ 683,598.52  
 Contract Time Prior to this Change Order 45 Days \_\_\_ Open to Traffic  
 Net increased/decreased resulting from this Change Order 0 Days  
 Current Contract Time including this Change Order 45 Days \_\_\_ Open to Traffic

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  
 American Structurepoint, Inc.  
 ENGINEER  
 7260 Shadeland Station  
 Address  
 Indianapolis, IN 46256  
 City/State/Zip  
 By: *John D. Co*  
 Phone: 317-547-5580

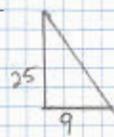
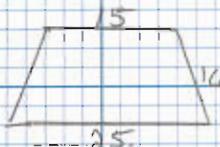
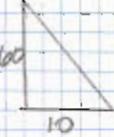
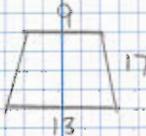
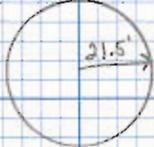
The Above Changes Are Accepted:  
 E&B Paving, Inc.  
 CONTRACTOR  
 17042 Middletown Ave.  
 Address  
 Noblesville, IN 46060  
 City/State/Zip  
 By: *John Br...*  
 Phone: 317-773-4132

Approved:  
 James Brainard, Mayor  
 Mary Ann Burke, Member  
 Lori Watson, Member  
 ATTEST:  
*Jeremy Kashman*  
 Jeremy Kashman, City Eng.  
 Christine S. Pauley, Clerk-Treasurer  
 Date: \_\_\_\_\_

Date: 11/3/16

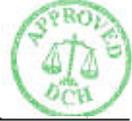
Date: 11-9-16



<p>(A) </p>	<p>(1) <math>\frac{15+25}{2} (16) = 320 \text{ cft}</math></p>	<p>(H) </p>	<p>(1) <math>9/2(25) = 112.5 \text{ cft}</math></p>
<p>(B) </p>	<p>(1) <math>\frac{15+25}{2} (16) = 320 \text{ cft}</math></p>	<p>(I) </p>	<p>(1) <math>10/2(60) = 300 \text{ cft}</math></p>
<p>(C) </p>	<p>(1) <math>\frac{9+13}{2} (17) = 187 \text{ cft}</math></p>		<p>+ 320                  + 320                  + 187                  + 187                  + 1452.2                  + 247.5                  + 247.5                  + 112.5                  + 300</p>
<p>(D) </p>	<p>(1) <math>\frac{9+13}{2} (17) = 187 \text{ cft}</math></p>		<p>3,373.7                  3,373.7/27 = 124.95                  cft</p>
<p>(E) </p>	<p>(1) <math>\pi(21.5)^2 = 1452.2 \text{ cft}</math></p>		
<p>(F) </p>	<p>(1) <math>9/2(55) = 247.5 \text{ cft}</math></p>		
<p>(G) </p>	<p>(1) <math>9/2(55) = 247.5 \text{ cft}</math></p>		

CITY OF CARMEL

TO: Municipal & Contractors Sealing Products  
7740 Reinhold Drive  
Cincinnati, OH 45237



CONTRACT CHANGE ORDER NO.: 01  
DATE: \_\_\_\_\_  
PROJECT NAME: SW-16-08  
CITY REQ. NO.: \_\_\_\_\_  
CITY PO NO.: 34292  
CITY PO DATE: 8/17/2016

I. You are directed to make the following changes in this Contract:  
An amendment to the original completion date of **November 1, 2016** for zero dollars to the new proposed completion date of **November 30, 2016**.

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.: \_\_\_\_\_ W.D.C. No.: Other:  
**Time extension request is due to unforeseen existing conditions of the work described as Locations A, C, & D which were in a worse condition of deterioration than described in the contract documents at bid time. Adjustments of the contract will be made due to the referenced change in work scope. This request is for zero dollars and includes weather contingency time.**

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

Contract Price prior to this Change Order \$ **595,175.00**  
Contract Price will be increased/decreased by this Change Order \$ **0.00**  
New Contract Price including this Change Order \$ **595,175.00**  
Contract Time Prior to this Change Order \_\_\_\_\_ Completion Date **11/1/2016**  
Net increased/decreased resulting from this Change Order \_\_\_\_\_ Days  
Current Contract Time including this Change Order \_\_\_\_\_ Completion Date **11/30/2016**

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  
HWC Engineering  
ENGINEER  
135 N. Pennsylvania St., STE 2800  
Address  
Indianapolis, In. 46204  
City/State/Zip

The Above Changes Are Accepted:  
MCSP  
CONTRACTOR  
7740 Reinhold Dr.  
Address  
Cincinnati, OH 45237  
City/State/Zip

Approved:  
James Brainard, Mayor  
Mary Ann Burke, Member  
Lori Watson, Member  
Jeremy Kashman, City Engineer

By: David Clancey

Phone: 317-730-6365

Date: 10/31/2016

By: Karen Bock

Phone: (530) 383-6338

Date: 10/31/16

ATTEST:

Christina S. Pauley, Clerk-Treasurer

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



**Municipal & Contractors Sealing Products**  
7740 Reinhold Dr. Cincinnati, Ohio 45237  
Phone: (513) 482-3300 Fax: (513) 482-3309

Dave,

This is our anticipated schedule.

- > Location 65 Lining Complete
- > Location 122 Lining Complete
- > Location 92 Lining Complete
- > Location 128- Lining Complete
- >
- > Location A – excavating top this week. Line cleaned and measured next week. CIPP and new 42inch complete by Nov 23
- >
- > Location D (15") Nov 9th CIPP and complete by Nov 15
- >
- > Location C (12") Nov 9th CIPP
- >
- > Location C (24") Nov 10th (we will need plates set for refer and boilers to limit restoration and a machine to lift our dual gland steam unit off trailer)
- >
- > Location C (36") Nov 11th (we will need plates set which will already be in place for refer and boilers to limit restoration and a machine to lift our dual gland steam unit off trailer)
- >
- > Location C (36" from new manhole to outlet) Nov 14th (we will need plates set for refer and boilers which will already be in place to limit restoration and a machine to lift our dual gland steam unit off trailer)

Location C new installed line will be complete by Nov 17.

I would ask that the extension last until Nov 30 for weather and restoration.

Drew

Thank you,

Drew O'Connor  
Municipal & Contractors Sealing Products  
(513) 383-6338

CITY OF CARMEL

TO: Municipal & Contractors Sealing Products  
7740 Reinhold Drive  
Cincinnati, OH 45237

CONTRACT CHANGE ORDER NO.: 02  
DATE: \_\_\_\_\_  
PROJECT NAME: SW-16-08  
CITY REQ. NO.: \_\_\_\_\_  
CITY PO NO.: 34292  
CITY PO DATE: 8/17/2016

1. You are directed to make the following changes in this Contract:  
**See attached supplemental description.**

	<u>ITEM</u>	<u>AMOUNT</u>	<u>SCHEDULED ADJUSTMENT</u> <u>(+) OR (-) DAYS</u>
07	Pipe Lining, 42" (Culvert 92) -29.0 LFT	<b>-\$7,250.00</b>	
14	Pipe Lining, 42" (Culvert 122) 2.0 LFT	<b>\$2,250.00</b>	0 Days
19	Pipe Lining, 60"x 33" (Culvert 128) 5.0 LFT	<b>\$3,725.00</b>	0 Days
	Location A	<b>-\$7,857.10</b>	0 Days
	Location C	<b>\$9,408.91</b>	0 Days
	Location D	<b>\$9,240.80</b>	0 Days

- 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.: \_\_\_\_\_ W.D.C. No.: Other:

**Scope changes due to unforeseen conditions – see supplemental description attached.**

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

Contract Price prior to this Change Order **\$ 595,175.00**

Contract Price will be increased/decreased by this Change Order **\$ 9,517.61**

New Contract Price including this Change Order **\$ 604,692.61**

Contract Time Prior to this Change Order \_\_\_\_\_ Completion Date **11/1/2016**

Net increased/decreased resulting from this Change Order \_\_\_\_\_ Days

Current Contract Time including this Change Order \_\_\_\_\_ Completion Date **11/30/2016**

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

HWC Engineering  
ENGINEER  
135 N. Pennsylvania St., STE  
2800

Address  
Indianapolis, IN. 46204  
City/State/Zip

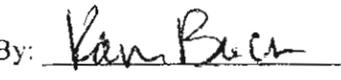
By:   
Phone: 317-730-6365

Date: 10/31/16

The Above Changes Are  
Accepted:

MCSP  
CONTRACTOR  
7740 Reinhold Dr.

Address  
Cincinnati, OH 45237  
City/State/Zip

By:   
Phone: (513) 383-6338

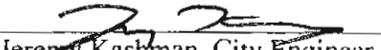
Date: 10/31/16

Approved:

James Brainard, Mayor

Mary Ann Burke, Member

Lori Watson, Member

  
Jeremy Kashman, City Engineer  
ATTEST:

Christina S. Pauley, Clerk-  
Treasurer

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

CITY OF CARMEL

PROJECT SW-16-08

CHANGE ORDER NO. 2

SUPPLEMENTAL DESCRIPTION

1. Item #07 – Pipe Lining, 42” – Under run cost **\$7,250.00**  
This under run was based on actual field measurements for work performed. The original bid item was for 180 lineal feet. Actual field measurements for lining performed measured 151.0 lineal feet. This was 16% under run.
2. Item #14 – Pipe Lining, 42” – Additional cost \$2,250.00  
This additional cost is an over run of the original bid item. The original item was bid as approximately 40.0 lineal feet. Actual field verification was found to be approximately 42.0 lineal feet. The original bid price was \$1,125.00 per lineal foot. This a 5% over run of the original bid price.
3. Item #19 – Pipe Lining, 60” x 33” – Additional cost \$3,725.00  
This additional cost is an over run of the original bid item. The original item was bid as approximately 45.0 lineal feet. Actual field verification was found to be approximately 50.0 lineal feet and the actual diameter of the pipe at bid was slightly inaccurate and will require an additional 3 inches of CIPP liner material over the entire length. The sub contractor was willing to call this an over run in order to simplify the cost. The original bid price was \$745.00 per lineal foot. This a 10.0% over run of the original bid price.
4. Location A – Cool Creek Circle (Original bid price - \$108,825.00)  
This location required several scope changes post bid due to unforeseen change in conditions. The existing 37 inch x 33 inch was in an advance state of dilapidation requiring 170 lineal feet of open cut pipe installation with the associated granular backfill and labor in lieu of the proposed CIPP lining. Due to this change, two trees will require full removal including the stumps. The site will require additional surface restoration efforts which is included in these costs. The changes resulted in a credit to the contract of **\$7,857.10**. This is a **7% decrease** for this location.
5. Location C – Lakeview Drive (Original bid price - \$148,685.00)  
This location also required several scope changes post bid due to unforeseen conditions. The intersection point of the 36 inch and 12 inch pipes was found to have a previous point repair which required demolition in order to expose. The demolition work was tracked as time and material work in order to benefit the City. The original scope of work included a 48 inch manhole for this transition point, but the existing 36 inch pipe was identified in the bid documents as a 33 inch pipe. Due to the outside diameter of the two pipes combined, the 48 inch manhole needed to be upsized to a 60 inch manhole requiring additional material cost. The original item for the 33 inch CIPP lining was bid as approximately 353.0 lineal feet. Actual

field verification was found to be approximately 353.0 lineal feet of 36 inch pipe which means an additional 3 inches of CIPP liner material over the entire length. The sub contractor was willing to call this an over run in order to simplify the cost. The original item for the 12 inch pipe was 78 lineal feet but was field verified to actually be only 58 lineal feet. The original item for the 24 inch pipe at this location was 61 lineal feet but was field verified as 65 lineal feet which would result in an over run. The 30 inch pipe requiring CIPP lining for this site was field verified to have a collapse in the pipe, making it impossible to line, therefore open cut installation of 30 inch ADS pipe was proposed, which resulted in a deduction to the contract. All of these change will result in additional need for surface restoration which is included in these costs. Over all, the total **deduction** for this location totaled **\$6245.00**. The total addition for this location was \$9,408.91. The net increase is \$3163.91. This is a 2% increase for this location.

6. Location D – Pleasant View Drive (Original bid price - \$45,600.00)

This location required a change due to an unforeseen pipe diameter change in the existing line, making it not possible to be CIPP lined without like diameter pipes. A proposal to remove the existing 20 lineal feet of 21 inch pipe and replace it with 15 inch ADS pipe in order for the CIPP lining to take place is required. Also, the original bid identified the entire pipe run as 180 lineal feet but field measurements verified the pipe run to actually be 182 lineal feet resulting in an over run of 2 lineal feet or \$300.00 dollars. These changes will result in additional surface restoration which is included in these costs. The total cost additional to this location is \$9240.80. This is a 17% increase for this location.

**Total Increase to the original award amount = \$9,517.61 or 1.6% overall cost increase.**

	Bid Price	Change Order	Total Price	
Location 122	\$ 53,000.00	\$ 2,250.00	\$ 55,250.00	
Location 128	\$ 53,075.00	\$ 3,725.00	\$ 56,800.00	
Location A	\$ 108,825.00	\$ (7,857.10)	\$ 100,967.90	
Location C	\$ 148,685.00	\$ 9,408.91	\$ 158,093.91	
Location D	\$ 45,600.00	\$ 9,240.80	\$ 54,840.80	
location 65	\$ 127,660.00	\$ -	\$ 127,660.00	
location 92	\$ 58,330.00	\$ (7,250.00)	\$ 51,080.00	
	\$ 595,175.00	\$ 9,517.61	\$ 604,692.61	0.015991

\$ 76,000.00

\$ 500.00

1000

3625

3700

16000

8000



**Municipal & Contractors Sealing Products**  
7740 Reinhold Dr. Cincinnati, Ohio 45237  
Phone: (513) 482-3300 Fax: (513) 482-3309

October 5, 2016

CITY OF CARMEL

SMALL STRUCTURE PIPE LINING: CULVERTS 65, 92, 122 & 128 AND STORM SEWER LOCATIONS A, C & D  
RE: REQUESTED SCOPE OF WORK CHANGE ORDER

**CULVERT 122:**

**PROPOSED TOTAL SCOPE OF WORK CHANGE ORDER: \$2,250.00**

WAS ORIGINALLY IDENTIFIED AT 40 LF. FIELD MEASUREMENTS SHOW THE ACTUAL LENGTH OF THIS SEGMENT TO BE 42 LF.

THIS ADDITIONAL LENGTH INCREASES THE TOTAL CONTRACT VALUE BY **\$2,250.00**

**Bid item 14 increase by 2 lf**

**CULVERT 128:**

**PROPOSED TOTAL SCOPE OF WORK CHANGE ORDER \$ 3,725.00**

WAS ORIGINALLY IDENTIFIED AS 45LF OF 60"x33". FIELD MEASUREMENTS SHOW THIS PIPE TO BE 50 LF OF 58"x37". THE

60"x33" PIPE DIMENSIONS WOULD REQUIRE A 46" DIAMETER LINER, THE 58"x37" DIMENSIONS WOULD REQUIRE A 49"

DIAMETER LINER. THE INCREASE TO THE DIAMETER OF THE REQUIRED LINER COUPLED WITH THE ADDITIONAL LENGTH

INCREASES THE TOTAL CONTRACT VALUE BY =  $5 \times 745 = \$3725.00$

**Bid item 19 increase by 5 lf**

**LOCATION A:**

**PROPOSED TOTAL SCOPE OF WORK CHANGE ORDER: \$108825.00 to \$100,967.90 = \$7857.10 deduct**

PRELIMINARY INSPECTION OF THE PIPE SHOWS A NUMBER OF POINT REPAIRS ARE NECESSARY.

1. WE WILL ONLY BE LINING 60 LF OF THIS SEGMENT.
2. REMOVE AND REPLACE 170 LF OF 37"x 33" CMP WITH 42" ADS HP PIPE
  - REMOVE TREE FOR ACCESS
  - BEDDING AND BACKFILL OF THE PIPE WITH ENGINEERED FILL & HAUL OFF EXCESS DEBRIS
  - BALANCE EXCESS DIRT ONSITE & GRADE FOR PROPER DRAINAGE TO THE CREEK & RESTORE AREA WITH SEED, MULCH & EROSION CONTROL BLANKETS
  - **see Attached Document**

**LOCATION C:**

**PROPOSED TOTAL SCOPE OF WORK CHANGE ORDER: \$9,408.91**

- Due to heavy utilities we propose 30" ADS in Lieu of 30" RCP Deduct = **\$3245.00**  
**See attached Document**
- EXCAVATE & REPAIR SECTION OF 30" CMP WHERE THERE IS A COLLAPSE AT LAKEVIEW DR IN ORDER TO SUCCESSFULLY INSTALL THE CIPP LINER
  - BALANCE EXCESS DIRT ONSITE, GRADE FOR PROPER DRAINAGE TO THE CREEK AND RESTORE AREA WITH SEED, MULCH & EROSION CONTROL BLANKET
  - THIS ADDITIONAL WORK INCREASES THE TOTAL CONTRACT VALUE BY **\$3,834.60**
  - **See attached Document**
- THE 12" SEGMENT AT THIS LOCATION WAS IDENTIFIED AS BEING 78 LF. FIELD MEASUREMENTS SHOW THE SEGMENT TO BE 58 LF. THIS CHANGE IN LENGTH DECREASES THE TOTAL CONTRACT VALUE BY **\$3,000.00**
  - **Decrease in bid item 39 by 20 lf**
- THE 24" SEGMENT AT THIS LOCATION WAS IDENTIFIED AS BEING 61 LF. FIELD MEASUREMENTS SHOW THE SEGMENT TO BE 65 LF. THIS INCREASE IN LENGTH INCREASES THE TOTAL CONTRACT VALUE BY **\$1,400.00**
  - **Increase in bid item 40 by 4 lf**
- THE SEGMENT ORIGINALLY IDENTIFIED AS BEING 353 LF OF 33" DIAMETER PIPE. FIELD MEASUREMENTS SHOW THE PIPE TO BE 353 LF OF 36" DIAMETER PIPE. THIS INCREASE IN DIAMETER INCREASES THE TOTAL CONTRACT VALUE BY **\$4,154.81 (Includes 10% mark up by specification)**
- demo and add 60 inch manhole **\$6264.50**
  - **See attached Document**



**LOCATION D:**

**PROPOSED TOTAL SCOPE OF WORK CHANGE ORDER: \$9240.80**

1. THE SEGMENT WAS ORIGINALLY IDENTIFIED AT 180 LF OF 15" PIPE. FIELD MEASUREMENTS SHOW THE ACTUAL LENGTH OF THE SEGMENT TO BE 182 LF OF 15" & 20" PIPE. THIS ADDITIONAL LENGTH INCREASES THE TOTAL CONTRACT VALUE BY **\$300.00**
  - a. **Increase in bid item 50 by 2 lf**
2. REMOVE & REPLACE 20 LF OF 21" RCP WITH 15" RCP PIPE
  - BEDDING AND BACKFILL OF THE PIPE WITH ENGINEERED FILL & HAUL OFF EXCESS DEBRIS
  - BALANCE EXCESS DIRT ONSITE, GRADE FOR PROPER DRAINAGE TO THE CREEK AND RESTORE AREA WITH SEED, MULCH & EROSION CONTROL BLANKETS
  - THIS ADDITIONAL LENGTH INCREASES THE TOTAL CONTRACT VALUE BY **\$8,940.80**
    - **See attached Document**

**Total Change Order**  
**\$ 16,767.61**

**Location A-Sub - Cool Creek Drive** **\$ 30,297.00**

- a. Prepare access in and out at both ends of the culverts (Line item 29 and 30)
- b. Setup temporary traffic control and maintain during the rehabilitation (line item 38)
- c. Clearing and hauling offsite for access as needed (line item 36)
- d. Prepare ends for CIPP Lining-#8 stone subgrade (line item 34)
- e. Pull CIPP liner through and /or equipment support at both ends (part of line item 28)
- f. Dewater check dams as needed (line item 33)
- g. Place geotextile and rip rap embankment and restore area with seed and mulch (line item 31 and 32)

**1. Location A-Option 2-Remove and replace pipe-Cool Creek Drive** **\$ 42,504.00**

**Scope of Work for Change Order (ADD) –Concrete Saddle Connection from CIPP to ADS**

- a. Remove and Replace 140 LF of 37" x 33" CMP with 42" ADS HP pipe
- b. Remove tree for access
- c. Concrete Saddle(Transition point for CIPP to New Pipe to Creek
- c. Bedding and backfill of the pipe with engineered fill
- d. Haul off excess dirt and debris
- e. Balance excess dirt onsite and grade for proper drainage to the creek
- f. Grade and restore area with seed and mulch and erosion control blankets
  - 1. Labor \$ 18,675.00
    - a.Manhours 139.22 Manhours x 83.65/Hr = \$11,645.00
    - b.Equipment 308 Cat 7.1 Hrs x 75.00/Hr = \$ 533.00
    - c.Equipment 314 Cat 19.20 Hrs x 85.00/Hr= \$ 1,632.00
    - d, Skidsteer LS 180 19.20 Hrs x 54.00/Hr = \$ 1,037.00
    - e.Transport Truck/Trailer 4 Hrs x 65.00/Hr= \$ 260.00
    - e.Tool Trailer 19.20 Hrs x 35.00/Hr = \$ 480.00
    - f.Misc Small Tools 19.20 Hrs x 60/Hr = \$ 1,152.00
    - g.Triaxle Dumptruck 17.60 Hrs x 110.00/Hr = \$ 1,936.00
  - Material \$ 23,849.00
    - a.42" ADS N12 = \$ 8, 444, 00
    - b.#8 Stone and Granular Bedding = \$ 3,839.00
    - c.Dumpster's = \$ 1,250.00
    - d,Concrete/Grout 6 CY = \$ 1,131.00
    - e.Seeding and EC Blankets = \$ 2,912.00
    - f.Lawn Maintenance (1 Yr Warranty) = \$ 900.00
    - f.Tool Trailer 19.20 Hrs x 35.00/Hr = \$ 480.00
    - g.Misc Small Tool 19.20 Hrs x 60/Hr = \$ 1,151.00
    - h.Tree Removal = \$ 1,500.00
    - i. Hydroexcavate Utilities 8Hrs x 280.00/Hr = \$ 2,240.00

3. Insituform CIPP 60 lf  
249.80\*60= 14,988

4. Video 2,000

5. mobilization 2,000

Total price \$91,789.00

Contractor 10% \$ 9,178.90

**Total Price 100,967.90**

**2. Location C-Replace 30" RCP with 30" ADS HP pipe-Lakeview Drive <\$ 3,245.00>**

**Scope of Work for Change Order (DEDUCT):**

a. Due to heavy utilities we propose using 30" ADS HP in lieu of 30" RCP

- Material <\$ 3,245.00>

**3. Location C-Repair pipe collapse-Lakeview Drive \$ 3,834.60**

**Scope of Work for Change Order (ADD):**

a. Excavate and repair section of 30" CMP back to round in order to CIPP

b. Balance excess dirt onsite and grade for proper drainage to the creek

c. Grade and restore area with seed and mulch and erosion control blankets

- Labor

a. Mahours	24.8 Manhours x 83.65/Hr	=	\$ 2,075.00
b. Equipment	308 Cat 8 Hrs x 75.00/Hr	=	\$ 600.00
c. Skidsteer	LS 180 8 Hrs x 54.00/Hr	=	\$ 432.00

- Material

a. Seeding and EC Blankets	=	\$ 379.00
contractor mark up	=	\$ 348.60

**4. Location C-Demo. Intersection-48">60" Str.-Lakeview Drive \$ 6264.50**

**Scope of Work for Change Order (ADD):**

a. Remove concrete cap poured over the existing 30" and 12" and haul off

b. Install a 60" Manhole in lieu of a 48" Manhole

- Labor

a. Mahours	22.88 Manhours x 83.65/Hr	=	\$ 1,914.00
b. Equipment	Lull 8 Hrs x 85.00/Hr	=	\$ 680.00
c. Hammer Attachment	450/Day	=	\$ 450.00
c. Skidsteer	LS 180 8 Hrs x 54.00/Hr	=	\$ 432.00
d. Triaxle Dumptruck	4 Hrs x 110.00/Hr	=	\$ 440.00
e. Dumpfee		=	\$ 55.00

- Material

a. Seeding and EC Blankets	=	\$ 379.00
b. Precast Material 48" to 60" Manhole+Pipe	=	\$ 1,345.00
contractor mark up	=	\$ 569.50

**5. Location D- Remove and replace pipe-Pleasant View Drive Drive \$ 8,940.80**

**Scope of Work for Change Order (ADD):**

- a. Remove and Replace 20 LF of 21" RCP with 15" RCP pipe
- b. Haul off Debris
- c. Bedding of the pipe with engineered fill
- d. Haul off excess debris
- e. Balance excess dirt onsite and grade for proper drainage to the creek
- f. Grade and restore area with seed and mulch and erosion control blankets

- Labor

a. Mahours	31.13 Manhours x 83.65/Hr	=	\$ 2,604.00
b. Equipment	308 Cat 16 Hrs x 75.00/Hr.	=	\$ 1,200.00
c. Skidsteer	LS 180 16 Hrs x 54.00/Hr.	=	\$ 864.00
d. Triaxle Dump truck	4 Hrs x 110.00/Hr.	=	\$ 440.00
e. Dumpfee		=	\$ 55.00

- Material

a. Seeding and EC Blankets		=	\$ 1,680.00
b. #8 Stone and Granular Bedding		=	\$ 540.00
c. Pipe Material		=	\$ 745.00

contractor markup

= \$ 812.80



Shaun M. Niles  
Project Manager  
2130 Stout Field West Drive  
Indianapolis, IN 46241

Tel: 317-489-3867  
Fax: 317-489-3872  
www.insituform.com

October 11, 2016

Drew O'Connor  
Municipal & Contractors Sealing Products  
7740 Reinhold Drive  
Cincinnati, Ohio 45237

RE: 126554 Carmel, IN Change Order 1

Drew,

The attached Design Thickness Calculation sheet shows the required minimum thickness for the pipe segment at Location C increasing from 11.8mm to 12.9mm with the increase in diameter from 33" to 36". Insituform can manufacture CIPP liners in 1.5mm increments beginning at 4.5mm. In choosing a liner thickness to install we must also allow a tolerance of 0.8mm to account for the potential for stretch of the liner during installation. As originally spec'd, the 33" liner had a minimum design thickness of 11.8mm. Insituform can manufacture a 12.0mm liner however the difference between the 12.0mm liner and the 11.8mm minimum design thickness does not allow a tolerance of 0.8mm for potential loss of thickness due to stretch during the installation process. These pipe segments at Location C were intended to be installed as 33" x 13.5mm. At a 36" diameter the minimum design thickness increases to 12.9mm. Again, allowing for 0.8mm tolerance for stretch during installation, this liner would be manufactured at 15.0mm. The liner at this location has increased from 33"x13.5mm to 36"x15.0mm representing a 9% increase in diameter and an 11% increase in thickness. This increased volume in felt liner is also accompanied by a 10% increase the volume of resin required to adequately saturate the liner in preparation for installation and curing. The unit price for purchase and installation of this liner as 33"x13.5mm was \$125.80. Increasing the size of the liner to 36"x15.0mm raises the unit price per linear foot to \$136.50, an 8.5% increase.

Sincerely,

A handwritten signature in black ink, appearing to read "Shaun M. Niles", written over a white background.

Shaun M. Niles  
Insituform Technologies USA, LLC.  
Project Manager, Indiana Operations

Client: MCSP  
 Project: Carmel IN Small Structure Pipe Lining  
 Location: IN

**COMPOSITE PHYSICAL PROPERTIES**

**RESIN**

Flexural Modulus:

Flexural Strength:

Flexural Modulus Retention to Account for

Long-term Effects:

Safety factor

K - enhancement factor =

v - Poisson's Ratio =

(0.3 typical for Insituform CIPP)

Soil Density

		Only cells in this color require entry
		400,000 psi
		4,500 psi
		50 %
		2
		7
		0.3
		120 lbs/ft <sup>3</sup>

**FIELD INPUT**

Manhole	Diameter	33	Existing Pipe Condition	FD	Ovality	5	Length	ft	Depth invert	5	Groundwater invert	ft	Soil Modulus	psi	Live Load	Street or HWY	RR	Minimum Design Thickness	mm
	Upstream	Downstream		PD or FD		%		ft		ft		psi		Street or HWY		RR			mm
Location	C	33	FD	5	5	353	ft	5	5.00	1000	16000	0	11.8						

**FIELD INPUT**

Manhole	Diameter	36	Existing Pipe Condition	FD	Ovality	5	Length	ft	Depth invert	5	Groundwater invert	ft	Soil Modulus	psi	Live Load	Street or HWY	RR	Minimum Design Thickness	mm
	Upstream	Downstream		PD or FD		%		ft		ft		psi		Street or HWY		RR			mm
Location	C	36	FD	5	5	353	ft	5	5.00	1000	16000	0	12.9						

APPROVALS / Date  
Nancy Heck OK 11-21-16 NSH  
.t. Jeff Horner OK-11-10-16-JH  
Adam Harrington OK-AH-11-10-16



## **Request to Use City Property**

November 10, 2016

The Board of Directors of the Carmel Farmers Market, an Indiana non-profit corporation, respectfully requests from the Carmel Board of Public Works and Safety the following:

Exclusive use, for the purpose of conducting the Carmel Farmers Market, of Center Green and the adjacent sidewalks, and non-exclusive use of the Tarkington parking structure along with the lobby and rest room facilities in the James Building, from 6 AM until 1:00 PM each and every Saturday from May 6, 2017 through September 30, 2017.

Submitted for the Board by Ronald E. Carter, President, Carmel Farmers Market, 317-710-0162.



November 10, 2016

Carmel Porchfest, produced and managed by the 2017 Porchfest Committee, will take place on September 17, 2017 in the northwest quadrant of the Arts & Design District in the area bounded by Main Street on the south, the Monon Greenway on the west, Rangeline Road on the east and 136th Street on the north.

More specifically, Porchfest 2017 is a free afternoon of music open to the general public. The goal is to have a minimum of twenty-five volunteer homes with musical groups, of all genres playing thirty minute sets. The musical groups will play from the front porches or front lawns of residents in the above named area. There will also be some food and alcohol vendors utilized.

The Organizing Committee of Carmel Porchfest, an Indiana non-profit corporation, respectfully requests from the Carmel Board of Public Works and Safety the following:

- Closure of the following streets to all traffic except for residents of the area outlined below from 9 AM to 7 PM on September 17, 2017: 1st Avenue NW from 1st Street NW to 8th Street NW, 2nd Avenue NW from 1st Street NW to 3rd St. NW. Alleys and streets from 2nd Street NW to 6th Street NW. Trailside Dr. and Old Gracie Lane. No on-street parking on the above designated streets from 6PM, September 16 through 6 PM September 17.
- Exclusive use of the underground parking garage and the surface parking lot of the Indiana Design Center, except for the spaces allocated by lease arrangements between Pedcor and certain tenants of the IDC, from 10 PM on September 16 to 6 PM on September 17.

Submitted by Ron Carter for the Carmel Porchfest Committee.

**CITY OF CARMEL  
FACILITY USE REQUEST FORM**

Name/Organization: Carmel International Arts Festival

Point of Contact: Dawn Fraley

Address: 21 1st St. S.W.

City, State, Zip: Carmel, IN 46032

Home Phone: (317) 439-3450 Cell Phone: ( ) \_\_\_\_\_

Email Address: Carmelartsfest@carmelartsfestival.org Fax Number (317) 843-2038

For Profit Organization: \_\_\_\_\_ Non-Profit Organization:  Individual: \_\_\_\_\_

Day and Date Requested: 2nd Tuesday of every month starting in April

Time Requested: 6:00 a.m./(p.m.) to: 7:00 a.m./(p.m.) (This includes set-up and clean-up time.) (4/11/2017)  
Nov. 2017

Rehearsal Date: \_\_\_\_\_ Time: \_\_\_\_\_ a.m./p.m. to \_\_\_\_\_ a.m./p.m.

City Facility Requested: Gazebo \_\_\_\_\_ Fountain Area \_\_\_\_\_ Japanese Garden \_\_\_\_\_

Palladium Center Green \_\_\_\_\_ Caucus Room (1/3) \_\_\_\_\_ (2/3)  Council Chambers \_\_\_\_\_

Special Requests: Electricity \_\_\_\_\_ Fountain Restroom \_\_\_\_\_ Other \_\_\_\_\_

Purpose: Board Meeting Number of People Expected: 17

Vendors: Yes \_\_\_\_\_ No  (See Item 5, City of Carmel Facility Use Policy attached)

City Street Closing: (See Item 9, City of Carmel Facility Use Policy attached)

Large or Race Events: No

Neighborhood Street Closing (Street(s), Address(es) Blocked) No

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.

Received this 15<sup>th</sup> day of November, 2016.

**Mayor's Office**

Revised: 01/22/16

Nancy Heck WSN 11-21-16 OK  
Lt. Jeff Horner CK-J#-11-23-16  
Adam Harrington OK-AH-11-23-16

# CITY OF CARMEL FACILITY USE REQUEST FORM

Name/Organization: Lululemon Athletica Keystone

Point of Contact: Kasidee Karsten

Address: 8702 Keystone Crossing Unit 21

City, State, Zip: Indianapolis, IN 46240

Home Phone: (317) 844-5235 Cell Phone: (616) 403-7119 (Kasidee)

Email Address: kkarsten02@gmail.com Fax Number (317) 844-5236

For Profit Organization:  Non-Profit Organization:  Individual:

Day and Date Requested: Sunday, December 11

Time Requested: 1:00 a.m./p.m. to: 3:30 a.m./p.m. (This includes set-up and clean-up time.)

Rehearsal Date: N/A Time: \_\_\_\_\_ a.m./p.m. to \_\_\_\_\_ a.m./p.m.

City Facility Requested: Gazebo  Fountain Area  Japanese Garden   
Caucus Room (1/3)  (2/3)  Council Chambers

Special Requests: Electricity  Fountain Restroom  Other \_\_\_\_\_

Purpose: Community fitness event Number of People Expected: 30

Vendors: Yes  No  (See Item 5, City of Carmel Facility Use Policy attached)

City Street Closing: (See Item 9, City of Carmel Facility Use Policy attached)

Large or Race Events: N/A

Neighborhood Street Closing (Street(s), Address(es) Blocked) N/A

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.

Received this 21<sup>st</sup> day of November, 2016.

**Mayor's Office**



**Cross Reference to Deed: 2015035134**

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

This easement (the “Easement”) is by and between the Carmel Clay Municipal Building Corporation (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 construct a Fire Station (the “Facility”) on the Real Estate and, in connection with the construction, development and operation of the Facility, 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 Exhibit “A” 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.

Section 10. Authority. The undersigned person executing this Easement for and on behalf of Grantor represents and warrants that he or she has been duly authorized by Grantor to execute and deliver this Easement, and that all actions, votes, approvals and/or restrictions necessary to allow the execution and delivery of this Easement have been undertaken.

CARMEL CLAY MUNICIPAL BUILDING CORPORATION

Andrew Williams  
Andrew Williams, President

Date: 10-3-2016

STATE OF INDIANA     )  
                                  )SS:  
COUNTY OF HAMILTON )



Before me, a Notary Public in and for said County and State, personally appeared Andrew Williams, who acknowledged execution of the foregoing Easement for and on behalf of Carmel Clay Municipal Building Corporation, Inc.

Witness my hand and Notarial Seal this 3 day of October, 2016.

My Commission Expires:  
February 21, 2018

Deborah L. Spelbring  
Notary Public

Residing in Hamilton County

Deborah L. Spelbring  
Printed Name

CITY OF CARMEL BOARD OF PUBLIC WORKS & SAFETY

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

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

\_\_\_\_\_  
Mary Ann Burke

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

\_\_\_\_\_  
Lori Watson

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

ATTEST:

\_\_\_\_\_  
Christine S. Pauley, Clerk-Treasurer

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 \_\_\_\_\_, 2016.

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 \_\_\_\_\_, 2016.

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 \_\_\_\_\_, 2016.

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 Christine S. Pauley, the Clerk Treasurer of the City of Carmel, Indiana, and acknowledged execution of the foregoing Easement as the Clerk Treasurer of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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 –  
Douglas C. Haney

Prepared by and return to: Douglas C. Haney, Carmel City Attorney, One Civic Square,  
Carmel, IN 46032

**BMP/DRAINAGE EASEMENT**

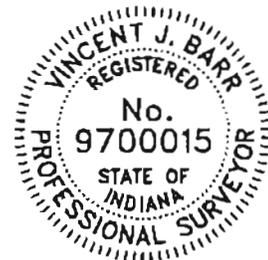
CARMEL CLAY MUNICIPAL BUILDING  
CARMEL FIRE DEPARTMENT - STATION No. 44  
5032 E. Main St  
Carmel, IN 46033

An Easement being a part of the Northwest Quarter of Section 28, Township 18 North, Range 4 East, Clay Township, Hamilton County, Indiana, and being all of that part of the grantor(s) land described in Instrument No. 2015035134 in the Office of the Recorder of said county and state, said easement described as follows: Commencing at the southeast corner of said quarter section, thence South 89 degrees 52 minutes 53 seconds West 483.77 feet along the south line of said quarter section to the southeast corner of said parcel; thence North 0 degrees 08 minutes 05 seconds East 113.08 feet along the east line of said parcel to the POINT OF BEGINNING of this description: thence South 89 degrees 50 minutes 10 seconds West 25.27 feet; thence South 0 degrees 09 minutes 50 seconds East 113.06 feet to the south line of said quarter section; thence South 89 degrees 52 minutes 53 seconds West 12.00 feet along said south line; thence North 0 degrees 09 minutes 50 seconds West 108.30 feet; thence south 89 degrees 50 minutes 10 seconds West 23.30 feet; thence North 0 degrees 09 minutes 50 seconds West 65.73 feet, thence South 89 degrees 43 minutes 30 seconds West 53.50 feet to a point on the north face of the to be constructed Fire Station building; thence North 0 degrees 09 minutes 50 seconds West 13.56 feet; thence easterly 120.44 feet along an arc to the right having a radius of 44.58 feet and subtended by a long chord having a bearing of South 89 degrees 48 minutes 58 seconds East and a length of 87.01 feet; thence South 0 degrees 09 minutes 50 seconds East 58.90 feet; thence North 89 degrees 50 minutes 10 seconds East 27.12 feet to the east line of said parcel; thence South 0 degrees 08 minutes 05 seconds West 15.00 feet along said east line to the POINT OF BEGINNING and containing 0.168 acres, more or less.

This description was prepared for the City of Carmel, Hamilton County, Indiana by the following:

*Vincent J. Barr* 10/30/2015

VS ENGINEERING, INC.  
VINCENT J. BARR, P.S.  
PROFESSIONAL SURVEYOR NO. 9700015  
STATE OF INDIANA



BMP/DRAINAGE EASEMENT PART OF NW. QTR. OF SEC. 28, T. 18 N., R. 4 E. CITY OF CARMEL, HAMILTON COUNTY, INDIANA	Scale: N/A
	Proj. No. 14-3252
CARMEL CLAY MUNICIPAL BUILDING INSTRUMENT No. 2015035134 STATE PARCEL No. 29-10-28-000-037.002-018	Drawn By: JAR
	Checked By: VJB
	Date: 10/30/2015

THIS EXHIBIT WAS PREPARED BY:



**VS ENGINEERING, INC.**

4275 N. HIGH SCHOOL RD. INDIANAPOLIS, INDIANA 46254  
TEL (317) 293-3542 FAX: (317) 293-4737

**EXHIBIT "A"**  
**PAGE 2 OF 2**  
**BMP/DRAINAGE EASEMENT**

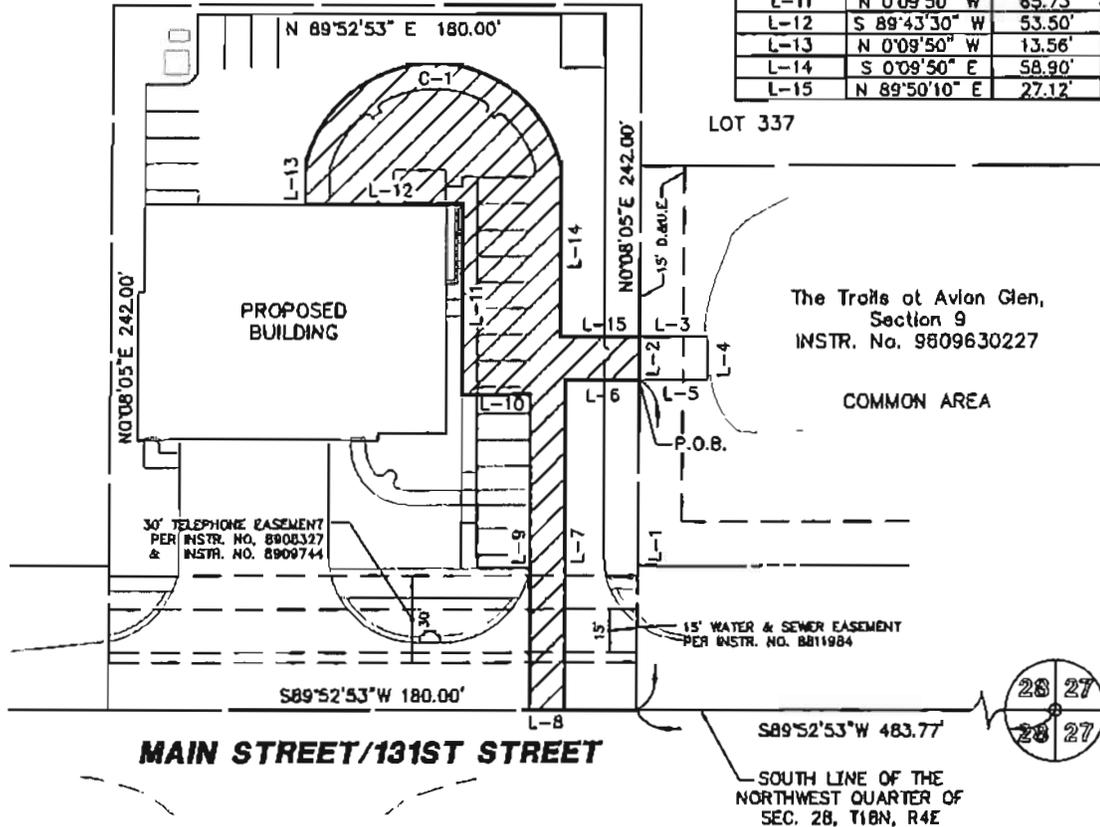
CARMEL CLAY MUNICIPAL BUILDING  
 CARMEL FIRE DEPARTMENT - STATION No. 44  
 5032 E. Main St  
 Carmel, IN 46033



0 25' 50'  
 SCALE: 1" = 50'

CURVE TABLE				
CURVE ID	LENGTH	RADIUS	CH BEARING	CH LENGTH
C-1	120.44	44.58'	S 89°48'58" E	87.01'

LINE & CURVE TABLE		
LINE ID	BEARING	DISTANCE
L-1	N 0°08'05" E	113.08'
L-2	N 0°08'05" E	15.00'
L-3	N 89°50'10" E	23.06'
L-4	S 0°09'50" E	15.00'
L-5	S 89°50'10" W	23.14'
L-6	S 89°50'10" W	25.27'
L-7	S 0°09'50" E	113.06'
L-8	S 89°52'53" W	12.00'
L-9	N 0°09'50" W	108.30'
L-10	S 89°50'10" W	23.30'
L-11	N 0°09'50" W	85.73'
L-12	S 89°43'30" W	53.50'
L-13	N 0°09'50" W	13.56'
L-14	S 0°09'50" E	58.90'
L-15	N 89°50'10" E	27.12'



**LEGEND**

	RIGHT-OF-WAY LINE
	PROPERTY LINE
	LOT LINE
	EXIST. EASEMENT



PROPOSED PERMANENT EASEMENT AREA

BMP/DRAINAGE EASEMENT  
 PART OF NW. QTR. OF SEC. 28, T. 18 N., R. 4 E.  
 CITY OF CARMEL, HAMILTON COUNTY, INDIANA

CARMEL CLAY MUNICIPAL BUILDING  
 INSTRUMENT No. 2015035134  
 STATE PARCEL No. 29-10-28-000-037.002-01B

Scale: 1" = 50'  
 Proj. No. 14-3252  
 Drawn By: JAR  
 Checked By: VJB  
 Date: 10/30/2015

THIS EXHIBIT WAS PREPARED BY:



**VS ENGINEERING, INC.**

4275 N. HIGH SCHOOL RD. INDIANAPOLIS, INDIANA 46254  
 TEL: (317) 293-3542 FAX: (317) 293-4737



**Cross Reference to Deed: 9609630227**

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

This easement (the "Easement") is by and between the Trails At Avian Glen Community Association, Inc. (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, Carmel Clay Municipal Building Corporation intends to construct a Fire Station (the "Facility") on the property adjacent to the Real Estate, and, in connection with the construction, development and operation of the Facility, 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 Exhibit "A" 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.

Section 10. Authority. The undersigned person executing this Easement for and on behalf of Grantor represents and warrants that he or she has been duly authorized by Grantor to execute and deliver this Easement, and that all actions, votes, approvals and/or restrictions necessary to allow the execution and delivery of this Easement have been undertaken.

TRAILS AT AVIAN GLEN COMMUNITY ASSOCIATION, INC

By: Angela Pearsey-Wolf  
Printed: Angela Pearsey Wolf  
Title: President  
Date: 10/13/16

STATE OF INDIANA )  
 )SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Angela Pearsey-Wolf, who acknowledged execution of the foregoing Easement for and on behalf of Trails at Avian Glen Community Association, Inc.

Witness my hand and Notarial Seal this 13th day of October, 2016.

My Commission Expires:  
July 29th 2023

Residing in Johnson County

Amanda Shanafelt  
Notary Public

Amanda Shanafelt  
Printed Name



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

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

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

\_\_\_\_\_  
Mary Ann Burke

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

\_\_\_\_\_  
Lori Watson

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

ATTEST:

\_\_\_\_\_  
Christine S. Pauley, Clerk-Treasurer

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 \_\_\_\_\_, 2016.

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 \_\_\_\_\_, 2016.

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 \_\_\_\_\_, 2016.

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 Christine S. Pauley, the Clerk Treasurer of the City of Carmel, Indiana, and acknowledged execution of the foregoing Easement as the Clerk Treasurer of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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 –  
Douglas C. Haney

Prepared by and return to: Douglas C. Haney, Carmel City Attorney, One Civic Square,  
Carmel, IN 46032

**BMP/DRAINAGE EASEMENT**

TRAILS AT AVION GLEN COMM. ASSN. INC.  
0 Cherry Tree Rd.  
Carmel, IN 48033

An Easement being a part of the Common Area In The Trails At Avian Glen, Section Nine, a subdivision in the Northwest Quarter of Section 28, Township 18 North, Range 4 East, Clay Township, Hamilton County, Indiana, the plat of which subdivision is recorded as Instrument No. 9609630227, in Plat Cabinet 1, Slide 694 in the Office of the Recorder of said county and state, and being all of that part of the grantor(s) land described as follows: Commencing at the southeast corner of said quarter section, thence South 89 degrees 52 minutes 53 seconds West 483.77 feet along the south line of said quarter section to the southwest corner of said subdivision; thence North 0 degrees 08 minutes 05 seconds East 113.08 feet along the west line of said plat to the POINT OF BEGINNING of this description: thence continuing North 0 degrees 08 minutes 05 seconds East 15.00 feet along said west line; thence North 89 degrees 50 minutes 10 seconds East 23.06 feet; thence South 0 degrees 09 minutes 50 seconds East 15.00 feet; thence South 89 degrees 50 minutes 10 seconds West 23.14 feet to the POINT OF BEGINNING and containing 0.008 acres, more or less.

This description was prepared for the City of Carmel, Hamilton County, Indiana by the following:

*Vincent J. Barr 11/09/2010*

VS ENGINEERING, INC.  
VINCENT J. BARR, P.S.  
PROFESSIONAL SURVEYOR NO. 9700015  
STATE OF INDIANA



BMP/DRAINAGE EASEMENT PART OF NW. QTR. OF SEC. 28, T. 18 N., R. 4 E. CITY OF CARMEL, HAMILTON COUNTY, INDIANA	Scale: N/A
	Proj. No. 14-3252
TRAILS AT AVIAN GLEN COMMUNITY ASSOCIATION, INC. INSTR. No. 9609630227, PLAT CABINET 1, SLIDE 694 STATE PARCEL No. 29-10-28-104-001.000-018	Drawn By: JAR
	Checked By: VJB
	Date: 10/30/2015

THIS EXHIBIT WAS PREPARED BY:



**VS ENGINEERING, INC.**

4275 N. HIGH SCHOOL RD. INDIANAPOLIS, INDIANA 48254  
TEL. (317) 293-3542 FAX: (317) 293-4737

**EXHIBIT "A"**  
**PAGE 2 OF 2**  
**BMP/DRAINAGE EASEMENT**

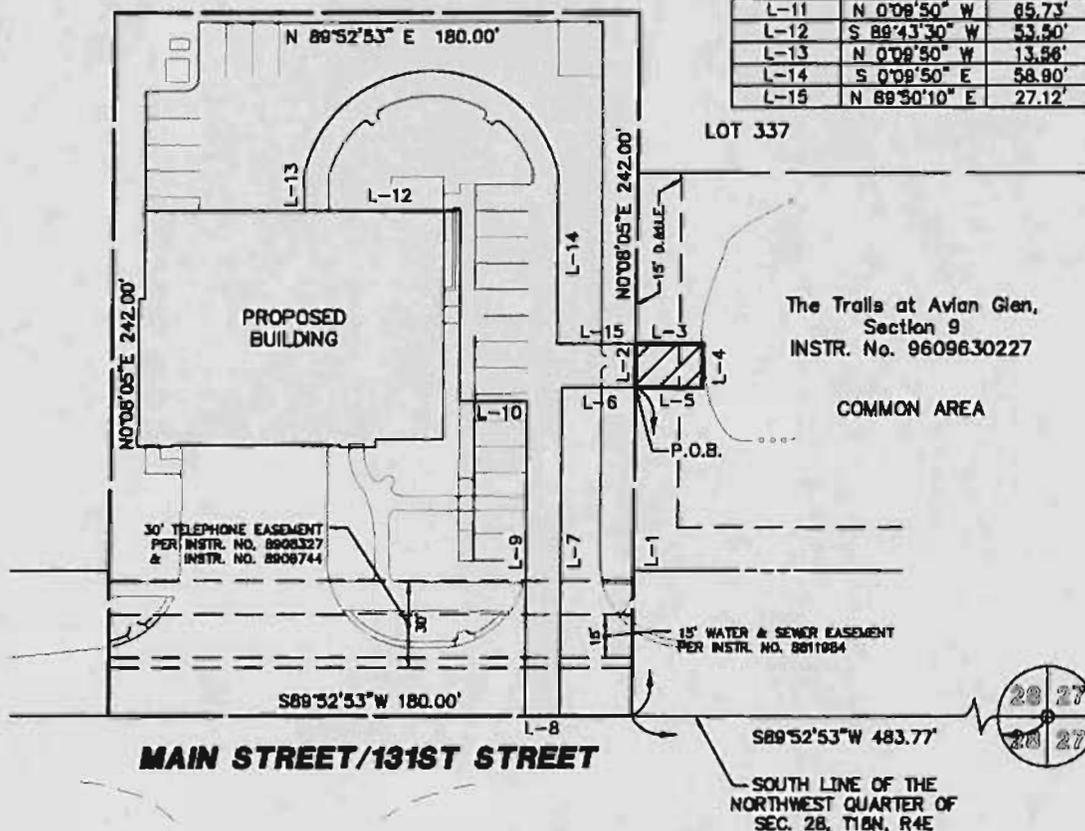
TRAILS AT AVION GLEN COMM. ASSN. INC.  
 0 Cherry Tree Rd.  
 Carmel, IN 46033



0 25' 50'  
 SCALE: 1" = 50'

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LINE & CURVE TABLE		
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L-10	S 89°50'10" W	23.30'
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L-12	S 89°43'30" W	53.50'
L-13	N 0°09'50" W	13.86'
L-14	S 0°09'50" E	58.90'
L-15	N 89°50'10" E	27.12'



**LEGEND**

	RIGHT-OF-WAY LINE
	PROPERTY LINE
	LOT LINE
	EXIST. EASEMENT

PROPOSED PERMANENT EASEMENT AREA

<b>BMP/DRAINAGE EASEMENT</b> PART OF NW. QTR. OF SEC. 28, T. 18 N., R. 4 E. CITY OF CARMEL, HAMILTON COUNTY, INDIANA	Scale: 1" = 50'
	Proj. No. 14-3252
TRAILS AT AVION GLEN COMMUNITY ASSOCIATION, INC. INSTR. No. 9609630227, PLAT CABINET 1, SLIDE 894 STATE PARCEL No. 29-10-28-104-001.000-018	Drawn By: JAR
	Checked By: VJB
	Date: 10/30/2015

THIS EXHIBIT WAS PREPARED BY:



**VS ENGINEERING, INC.**

4275 N. HIGH SCHOOL RD. INDIANAPOLIS, INDIANA 46254  
 TEL. (317) 293-3542 FAX: (317) 293-4737



# CITY OF CARMEL

November 15, 2016

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

JAMES BRAINARD, MAYOR

**RE: INTERMITTENT LANE RESTRICTIONS – 96<sup>TH</sup> STREET AND PRIORITY WAY – IPL**

Dear Board Members:

Mr. Jim Duvall, Indianapolis Power & Light, is requesting approval for intermittent lane restrictions of 96th Street and Priority Way to replace 2 – 90' power poles for work associated with the future construction of the roundabout proposed for the intersection.

The lane restriction will be within the north western bound lane of 96<sup>th</sup> Street adjoining the intersection. Lane restriction is required to place equipment, a pole crane and line trucks for construction of the poles. Work would consist of several hours per day and is estimated to take three weeks for completion. The north lane of 96<sup>th</sup> Street would be restricted only on an intermittently schedule as required for the work being completed on a given day. (Lane and work exhibits attached)

Work is scheduled to begin the first week of January 2017.

The Department of Engineering recommends that the Board approve the requested lane restriction 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 prior to any work activities at the location. Road guards may be used to control traffic around the restricted area.
- The Department of Engineering shall be provided a minimum 48 hour notification of lane restriction prior to commencement of work.
- Lane restriction shall consist between the hours of 9:00 AM to 3:00 PM.
- Any damage to the existing improvements within the right of way of 96<sup>th</sup> Street or Priority Way shall be restored to the satisfaction of the City when work is completed.
- Traffic on 96<sup>th</sup> Street in both west/east directions shall be maintained at all times during the work. A minimum 10' lane for westbound 96<sup>th</sup> Street shall be provided at all times within the work area.
- Northbound Priority Way traffic turning west onto 96<sup>th</sup> Street shall be maintained at all times.

Sincerely,

Jeremy Kashman, P.E.  
City Engineer

ATTACHMENTS

S:\BPW16\CLOSURES\IPL96thSTREETLANERESTRICTION.DOC



November 10, 2016

To: Caleb Warner & Carmel City Council

RE: Temporary/Intermittent Lane Closure Carmel ROW Permit

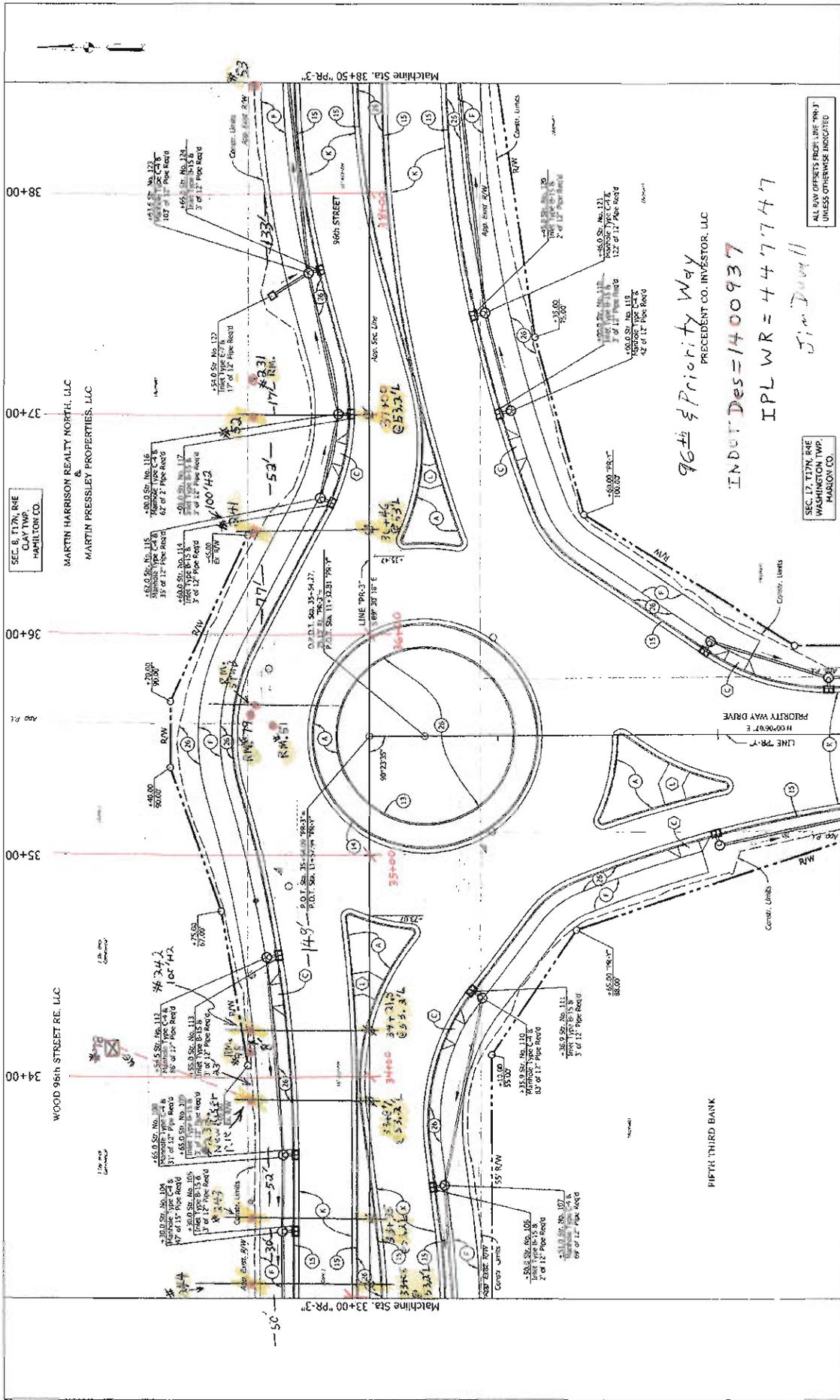
IPL will be replacing 2 - 90 foot power poles with 100 foot power poles for the 96<sup>th</sup> Street & Priority Way Roundabout project for the City of Carmel. In order to perform our work it is likely that IPL will have to place equipment, a pole crane, and/or line trucks, in the north lane of 96<sup>th</sup> street. We will need this lane access for several hours during the daytime. This will allow them to do work on the conductors on the south side of these poles. The overall length of time for this work is estimated to be about three weeks, with the north lane blockage being intermittent. IPL will use road guards to direct traffic.

Jim Duvall

Designer - Indianapolis Power & Light Company

317-261-8694





INDIANA  
DEPARTMENT OF TRANSPORTATION  
CONSTRUCTION DETAILS  
96th ST - LINE "PR-3"

SECTION 17, T17N, R1E  
WASHINGTON TWP.  
MARION CO.

SECTION 8, T17N, R1E  
CLAY TWP.  
HAMILTON CO.

96th & Priority Way  
PRECEDENT CO. INVESTOR, LLC  
INDUT Des = 1400937  
IPL WR = 447747  
Jim Duval

ALL ROW OFFSETS FROM THE 1993 J  
UNLESS OTHERWISE INDICATED

RECOMMENDED  
DESIGN ENGINEER  
CONTRACTOR  
GEORGE S.P.

REVISIONS  
DATE  
BY  
DESCRIPTION

PROJECT NO.  
SHEET NO.  
DATE

LEGEND

- 1. 15" DIA. CONCRETE
- 2. 18" DIA. CONCRETE
- 3. 24" DIA. CONCRETE
- 4. 30" DIA. CONCRETE
- 5. 36" DIA. CONCRETE
- 6. 42" DIA. CONCRETE
- 7. 48" DIA. CONCRETE
- 8. 54" DIA. CONCRETE
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- 66. 402" DIA. CONCRETE
- 67. 408" DIA. CONCRETE
- 68. 414" DIA. CONCRETE
- 69. 420" DIA. CONCRETE
- 70. 426" DIA. CONCRETE
- 71. 432" DIA. CONCRETE
- 72. 438" DIA. CONCRETE
- 73. 444" DIA. CONCRETE
- 74. 450" DIA. CONCRETE
- 75. 456" DIA. CONCRETE
- 76. 462" DIA. CONCRETE
- 77. 468" DIA. CONCRETE
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MARTIN HARRISON REALTY NORTH, LLC  
MARTIN PRESSLEY PROPERTIES, LLC

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CLAY TWP.  
HAMILTON CO.

SEC. 17, T17N, R1E  
WASHINGTON TWP.  
MARION CO.

96th & Priority Way  
PRECEDENT CO. INVESTOR, LLC  
INDUT Des = 1400937  
IPL WR = 447747  
Jim Duval

ALL ROW OFFSETS FROM THE 1993 J  
UNLESS OTHERWISE INDICATED

RECOMMENDED  
DESIGN ENGINEER  
CONTRACTOR  
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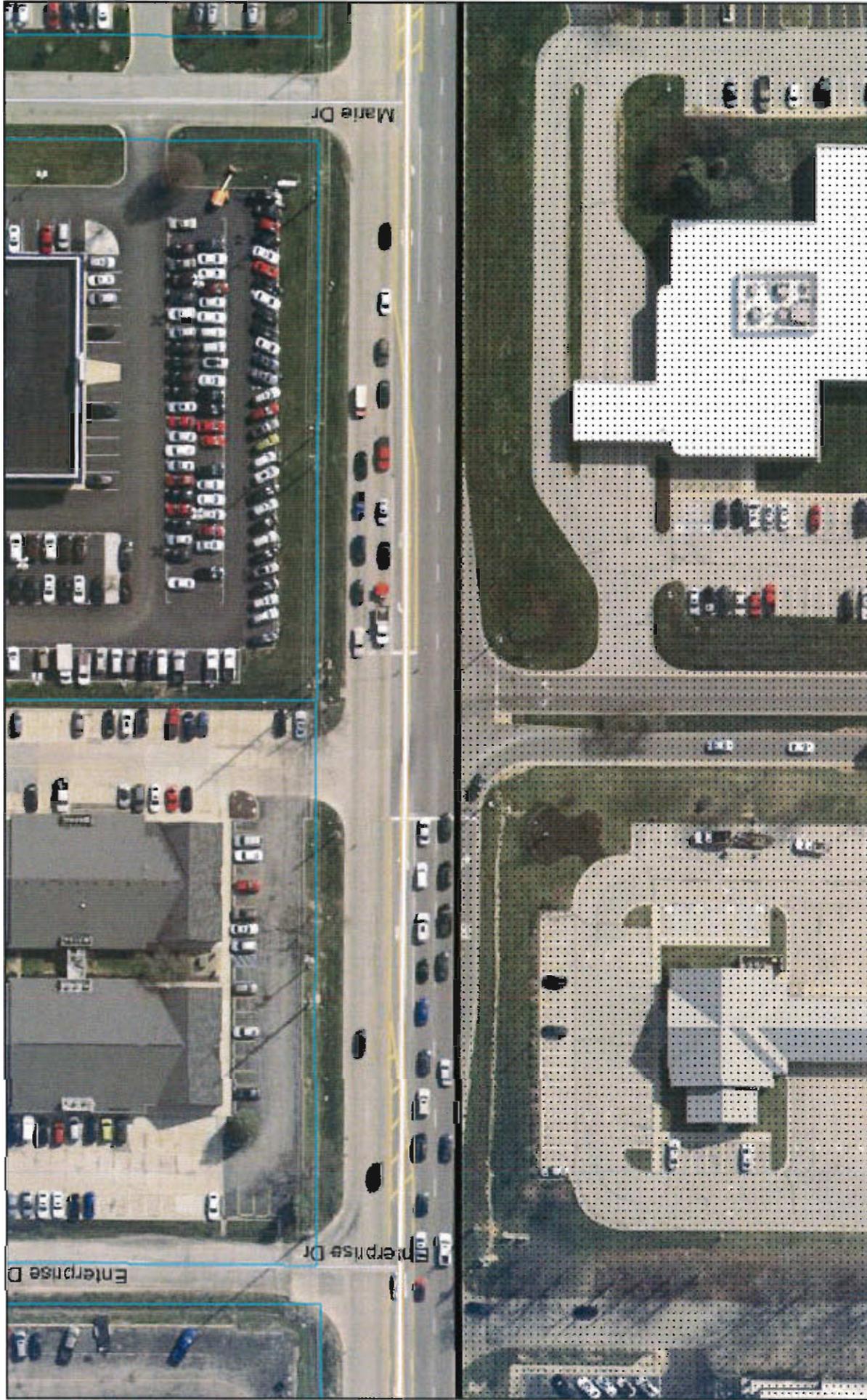
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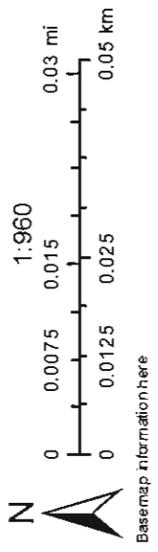
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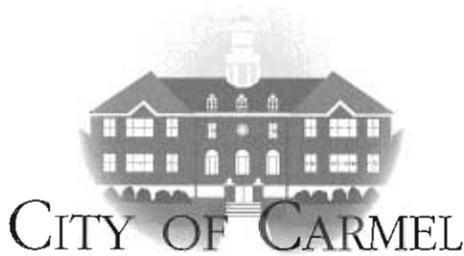
# 96th STREET & PRIORITY DRIVE



November 7, 2016

Parcels





November 16, 2016

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

**RE: LANE CLOSURE – CITY CENTER DRIVE @ 401 AUTUMN DRIVE TO 461 AUTUMN DRIVE– TREE REMOVAL**

Dear Board Members:

Mr. Dan Vernon, Green Arbor Tree Experts, Inc., is requesting approval for a lane closure of City Center Drive between 401 Autumn Drive and 461 Autumn Drive for tree removal and clearing work as directed by the property management company owner of Townhomes At City Center. Work is required to remove 31 Pear trees along City Center Drive and replanted with trees better suited for the area. The work area is between the south side of the apartments and City Center Drive. (Location exhibits attached)

The lane closure will be the northernmost west bound lane of City Center Drive. The southernmost west bound lane of City Center Drive will remain open to traffic at all times. Lane closure is required to process debris with chipper trucks and create a safety buffer for Green Arbor employees.

Work is scheduled to begin upon approval by the Board. Length of project is estimated to be 4 to 5 days.

The Department of Engineering recommends that the Board approve the requested lane closure upon satisfaction of 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).
- The petitioner agrees to meet with the Department of Engineering to develop a traffic control plan. Such a plan shall conform to the requirements of the Indiana Department of Transportation Work Zone Safety Manual.
- The petitioner agrees to obtain Department of Engineering approval of the traffic control plan prior to commencing the work. Signage for the approved traffic control plan shall be placed in advance of the work as directed by the Department of Engineering.
- Any damage to the existing improvements within the right-of-way of City Center Drive shall be restored to the satisfaction of the City when the work is complete.
- Lane closure shall take place during the hours of 9:00 AM and 3:00 PM. The petitioner shall notify the Department of Engineering if the work is expected to extend beyond these hours. Work shall endeavor to restrict traffic and not fully close the roadway.
- Access to residential properties within work zone shall be maintained at all times during working hours.
- No equipment or materials shall be stored in the rights-of-way outside of work construction hours.

Page 2 of 2

City Center Drive Street Tree Removal – Townhomes At City Center  
November 16, 2016

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Kashman', with a stylized flourish at the end.

Jeremy Kashman, P.E.  
City Engineer

Attachments

**S:\BPW16\CLOSURES\CITYCENTERDRIVETREETREEREMOVAL.DOC**

Mr. Barnes,

I have attached a drawing of the property we will be working at. The project is to remove 31 Pear trees planted in areas not large enough to support that species. We will be removing all 31 trees and grinding the stumps so that the property management company can replant trees better suited for the area. The work zone will be on the south side of the apartments between Autumn Dr and City Center Dr. We are requesting to close the northernmost west bound lane of City Center Dr in order to process debris with chippers/trucks and to create a buffer from the work zone for the safety of our employees. We are fully insured, certified arborists, work in accordance to ANSI Z133 standards for safety and proper arboricultural practices. All of our tree care workers are trained, full-time employees. The length of the project would be 4-5 days and lane closure times would be from 8:30am to 5pm.

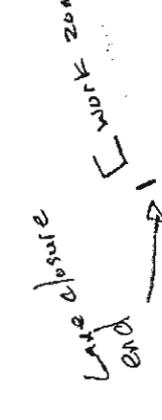
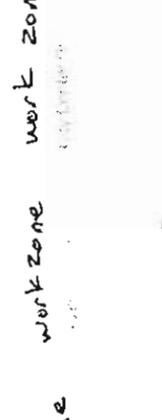
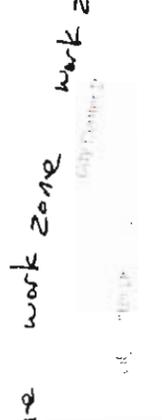
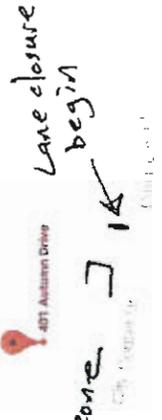
*His,*

*Dan Vernon*

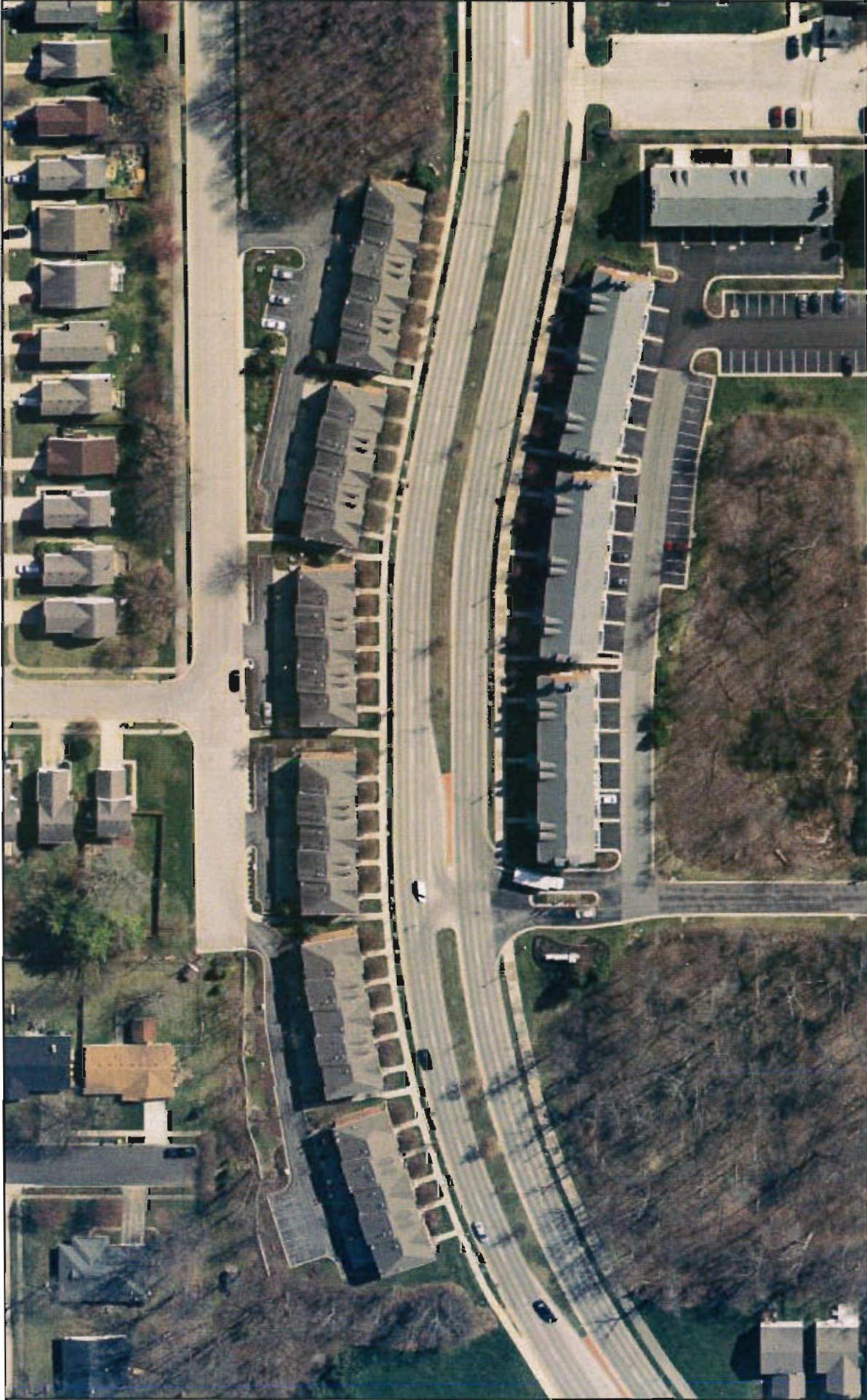


Green Arbor Tree Experts, Inc.  
*loving your trees!*

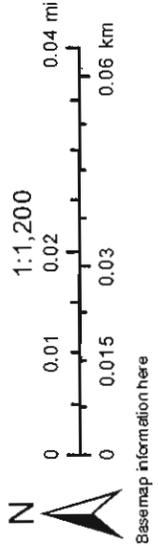
317-783-0582 / [www.GREENARBOR.net](http://www.GREENARBOR.net)



# 401 AUTUMN DRIVE



November 16, 2016





November 29, 2016

JAMES BRAINARD, MAYOR

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

**RE: LANE CLOSURE & SIDEWALK CLOSURE – 11960 RANGELINE ROAD – AT&T**

Dear Board Members:

Mr. Steven Krebs, AT&T Design Engineer, is requesting approval for a lane closure and sidewalk closure of Rangeline Road to access an existing manhole to trim off a 100 pair cable that fed the old Party Time building now being demolished. The manhole is approximately 461' north of Carmel Drive. The lane restriction will be the westernmost southbound lane of Rangeline Road, at approximate address of 11960 Rangeline Road. (Location exhibit attached)

The lane will be coned off for a total of 40' of pavement. Work is required due to cable trouble and air pressure issues in the underground cable service area. Work is scheduled for December 12, 2016 and will take approximately 4 hours for completion.

The sidewalk adjoining the work area will be closed during working period for pedestrian safety.

The Department of Engineering recommends that the Board approve the requested lane closure, sidewalk closure and open pavement cuts 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).
- Lane closure shall remain in place until completion of the project. Lane closure signage will remain in place during the duration of the project repair.
- Development of a Maintenance of Traffic Plan conforming to INDOT Work Zone Safety Manual covering lane closure shall be developed by the petitioner and reviewed and approved by the Department of Engineering prior to implementation at the work site.
- Petitioner agrees to post proper lane closure signage in accordance with the approved Maintenance of Traffic Plan. Police will be used for traffic control during the work period.
- The Department of Engineering shall be provided a minimum 48 hour notification of lane closure prior to commencement of work.
- Any damage to the existing improvements within the right of way of Rangeline Road shall be restored to the satisfaction of the City when work is completed.
- Southbound traffic on Rangeline Road shall be maintained at all times during the work. A minimum 10' lane shall be provided at all times within the work area.
- Work will be restricted to the hours of 9:00 AM to 3:00 PM.
- The petitioner agrees to work with the Department of Engineering on the establishment of a detour route for the sidewalk prior to closure of the sidewalk.
- The petitioner agrees to post all signage identifying the sidewalk closure and detour route prior to closing the sidewalk. A sign, measuring at least 18"x12", shall be posted on all sides of the closure indicating detour route and shall read "SIDEWALK CLOSED".

Page 2 of 2

AT&T RANGELINE ROAD LANE RESTRICTION – 11960 RANGELINE ROAD

November 29, 2016

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Kashman', with a stylized flourish at the end.

Jeremy Kashman, P.E.

City Engineer

ATTACHMENTS

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AT&T  
240 North Meridian Street  
Indianapolis, IN 46204  
November 28, 2016

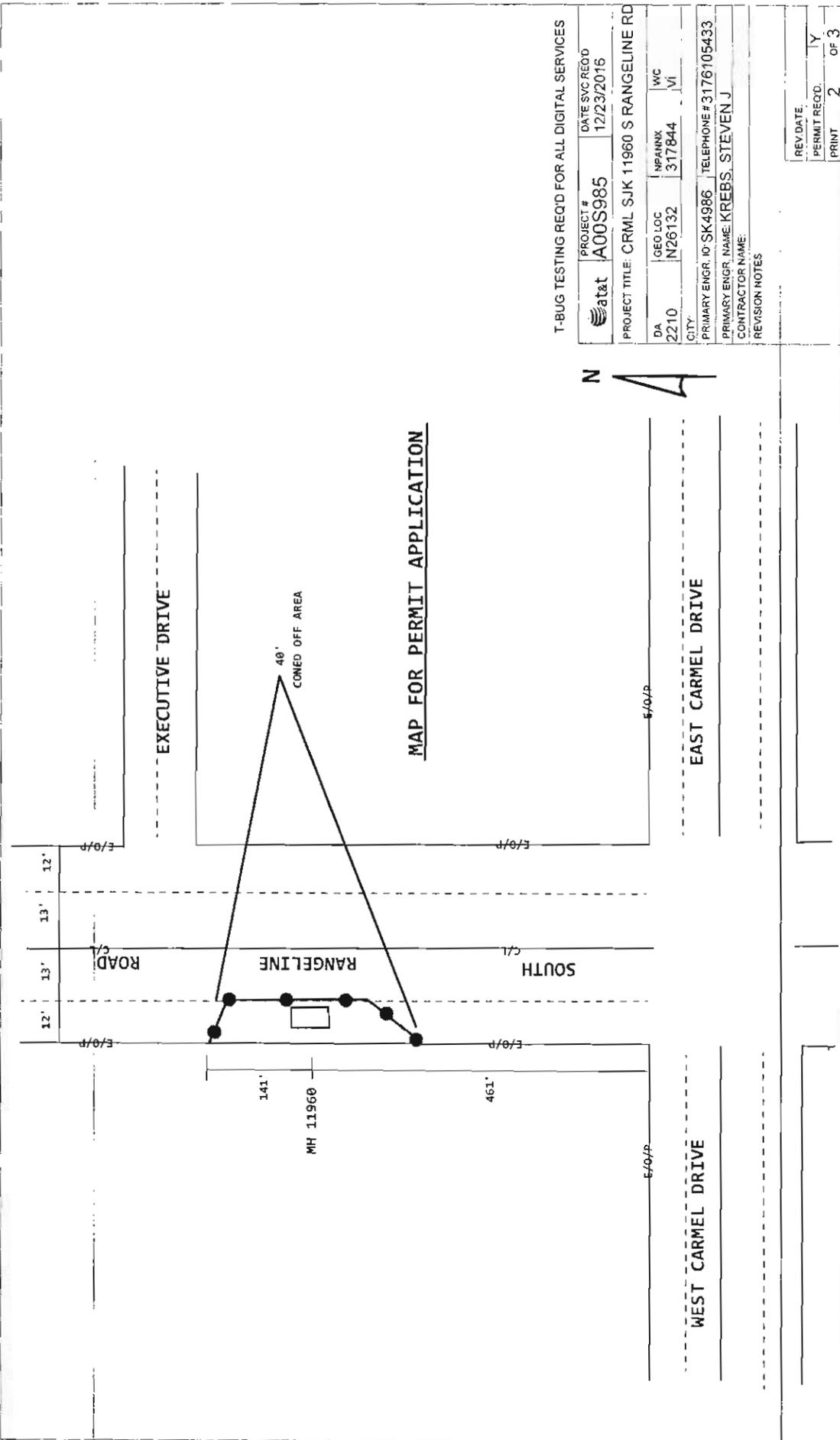
Dave Barnes  
City of Carmel  
Engineering Office

Re: Permit for AT&T cut pavement to repair conduit run.

AT&T needs to enter MH 11960 South Rangeline Road in order to trim off a 100 pair cable that fed the old Party Time Store. This will require AT&T to block the west lane of South Rangeline Road for approximately 4 hours. This work is required due to cable trouble and air pressure issues in the underground cables serving the area. See sketch for lane closure. The placement of an arrow board and police will be used to direct traffic during work being completed.

Sincerely,

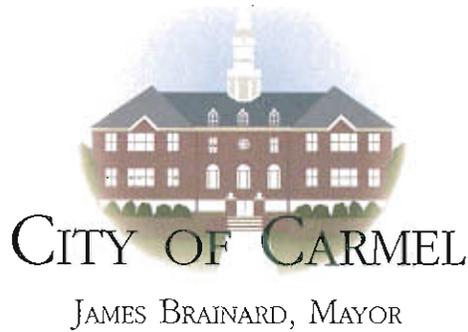
Steven J. Krebs  
AT&T Outside Plant Engineer



T-BUG TESTING REQ'D FOR ALL DIGITAL SERVICES

PROJECT #		DATE SVC REQ'D	
A00S985		12/23/2016	
PROJECT TITLE: CRML SJK 11960 S RANGELINE RD			
DA	GEO LOC	NPANX	WC
2210	N26132	317844	VI
CITY:			
PRIMARY ENGR. ID: SK4986		TELEPHONE# 3176105433	
CONTRACTOR NAME: KREBS, STEVEN J			
REVISION NOTES:			
REV. DATE:		PERMIT REQ'D:	
		Y	
		PRINT 2	
		OF 3	

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.



November 29, 2016

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

**RE: OPEN CUT & LANE RESTRICTION – 2<sup>ND</sup> STREET S.W. - 2<sup>ND</sup> AVENUE S.W. - 3<sup>RD</sup> AVENUE S.W.**

Dear Board Members:

Mr. Brian Harger, Engineering Technican for Vectren Energy Delivery, is requesting approval for open pavement cuts and lane restrictions along 2<sup>nd</sup> Street S.W., 2<sup>nd</sup> Avenue S.W. and 3<sup>rd</sup> Avenue S.W to provide spot hole core drilling for locations of a 3" steel gas main along the route of the proposed Monon Boulevard project.

A total of 5 core holes will be required for the gas main locations to determine the depth of the gas main. Work is being requested by CrossRoads Engineers, project managers for the Monon Boulevard project. Work will be limited to a one to two day duration. Lane restriction of 2<sup>nd</sup> Street S.W. and 2<sup>nd</sup> Avenue S.W. will be required to perform the core drills. Closure of 3<sup>rd</sup> Street S.W. within the work area is currently in place. The Monon Trail will not require any closure for this work.

The Department of Engineering recommends that the Board approve the request for closure and open cut of the recreational pathway contingent upon satisfaction of the following requirements:

- Any damage to any improvements within 2<sup>nd</sup> Street S.W., 2<sup>nd</sup> Avenue S.W. or 3<sup>rd</sup> Avenue S.W. rights-of-way connected with the construction of the project shall be restored to comply with all city codes and standards to the satisfaction of the City when work is complete.
- Complete closure of 2<sup>nd</sup> Avenue S.W. or 2<sup>nd</sup> Street S.W. will not be allowed during working periods.
- Work associated the project shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Any materials or equipment cannot be stored in the right-of-way unless scheduled for immediate use or installation.
- The petitioner understands that approval is granted for the lane restriction & open cuts only.
- Access to any commercial businesses adjoining the work area shall be maintained at all times.
- Pavement shall be core drilled and reset with the existing core plug utilizing the "Utilibond Solution" as provided by Utilicor Technologies, Inc., or equivalent.

Page 2 of 2  
VECTREN LANE RESTRICTION/CORE DRILL  
November 29, 2016

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Kashman', with a stylized flourish at the end.

Jeremy Kashman, P.E.  
City Engineer

ATTACHMENTS

S:\BPW16\CLOSURES\VECTREN2NDSTREETSW2NDAVENUESW. DOC



City of Carmel

**RIGHT-OF-WAY PERMIT**

PERMIT NO: \_\_\_\_\_

**Note: Open cuts in pavement require Board of Public Works (BPW) Approval**

ADDRESS OF WORK: 3rd Avenue SW and 2nd Street SW

**5 Spot holes on existing 3" Steel gas main for the Monon Blvd Project**

DESCRIPTION OF WORK (check all that apply): Road bore \_\_\_\_\_ Construction Entrance \_\_\_\_\_  
Street Cut \_\_\_\_\_ Driveway replacement \_\_\_\_\_ Lane Closure \_\_\_\_\_ Road Closed \_\_\_\_\_ Other X

USE OF HEAVY EQUIPMENT (yes or no): yes . IF YES, TYPE OF HEAVY EQUIPMENT  
(Bobcat or larger) TO BE USED: Vac Truck and Dump Truck

TODAYS DATE: 11-28-2016 ESTIMATED DATE OF WORK: 12-5-2016

TYPE OF SURFACE TO BE CUT (IF APPLICABLE): Stone and Pavement

APPLICANT'S NAME (Person doing the work): Brian Harger  
Phone: \_\_\_\_\_ Address: SAME

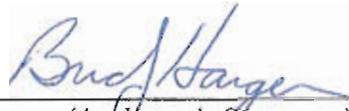
WHO IS APPLICANT DOING WORK FOR: Name: VECTREN ENERGY DELIVERY  
Address: PO BOX 1700, NOBLESVILLE, IN. 46061 Phone: 317- 776-5534

DRAWING ATTACHED (yes or no) YES

NOTE: ON REVERSE SIDE OF THIS PERMIT, PROVIDE NAMES AND CONTACTS OF ALL SUB-  
CONTRACTORS TO BE INVOLVED IN ON-SITE WORK ON THIS PROJECT.

SURETY BOND: Please see Item #1 of Right of Way Conditions  
BONDING COMPANY: TRAVELERS BONDING # 027S103350590-42 \$2000 Bond Amt.

*As applicant for this right-of-way permit, I understand and agree to all the specifications and conditions listed on the attached sheet.*

  
(Applicant's Signature)

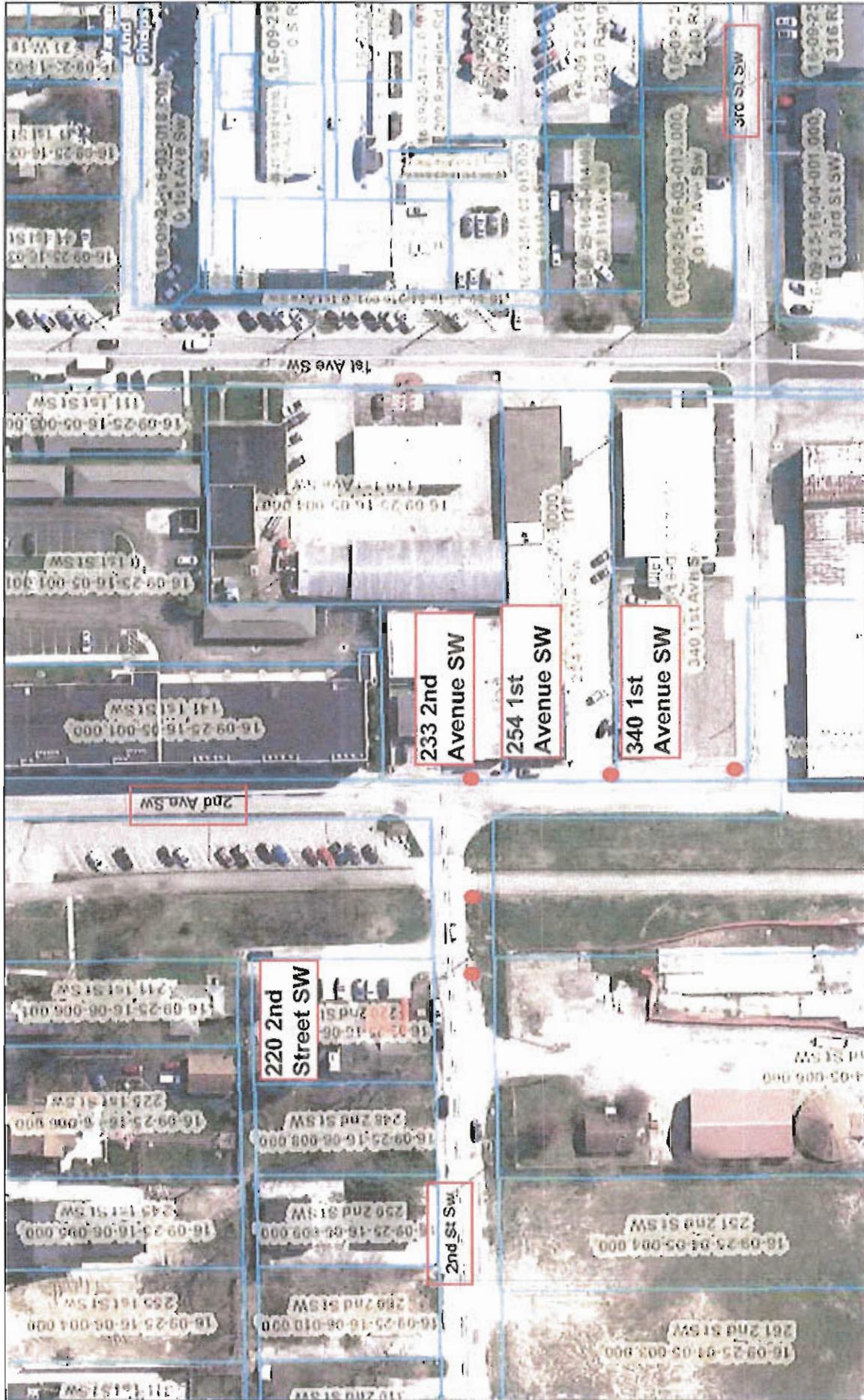
PERMIT GRANTED BY: \_\_\_\_\_  
(City Official) (Date Issued)

**REPAIR WORK INSPECTED AND APPROVED**

I have inspected the repair of the above right-of-way and find it to be completely satisfactory.

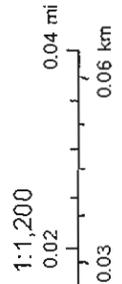
\_\_\_\_\_  
(City Inspector) (Date Released)

# Spot Holes Monon Trail Project



November 21, 2016

-  Parcels
-  Parcel Labels
-  Bridges



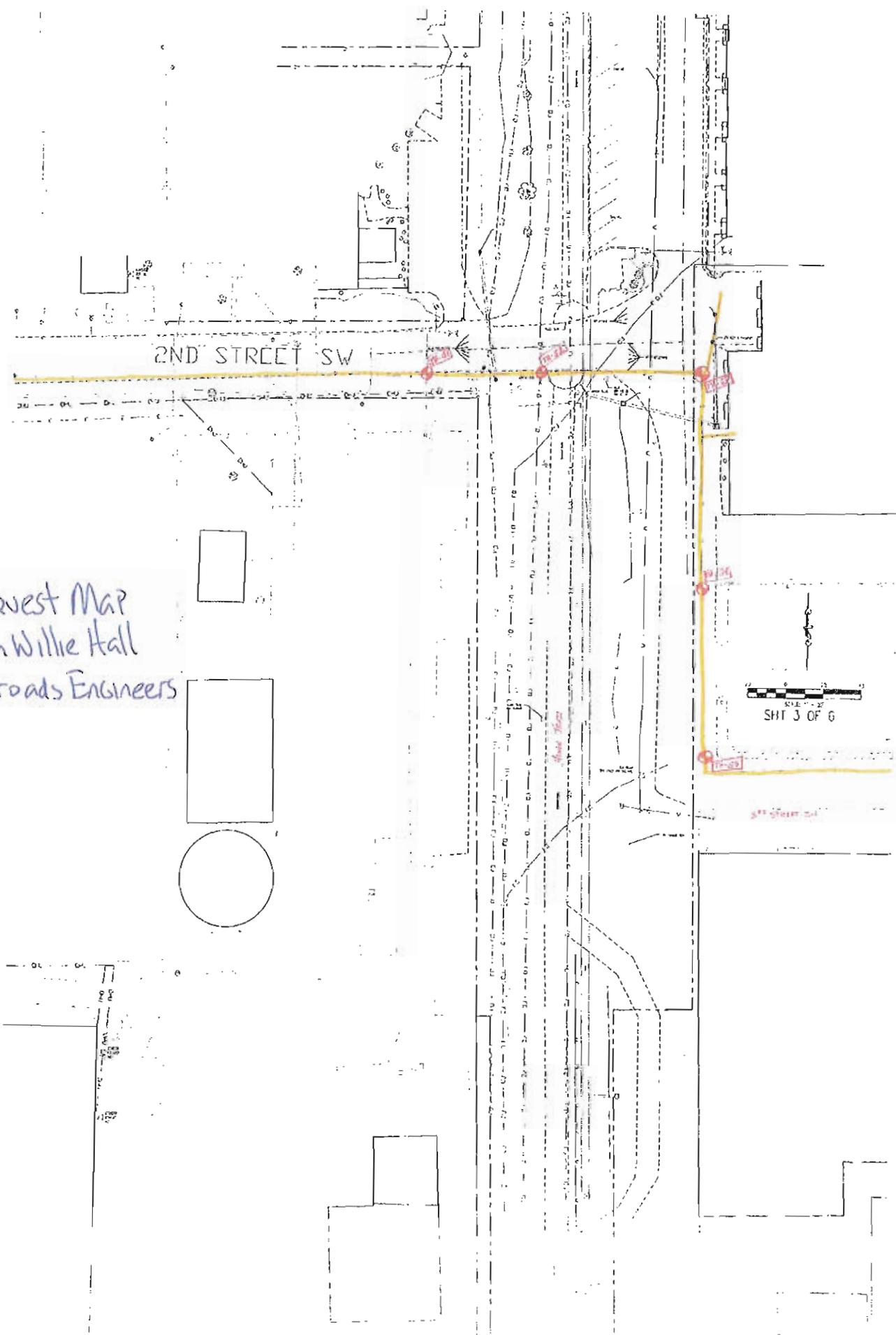
 Spot Hole Location

Base map information here

2ND STREET SW

Request Map  
From Willie Hall  
Crossroads Engineers

Scale 1" = 20'  
SHT 3 OF 6



FUNDING AMENDMENT

GRANT NO: HCCDBG-15-15

City of Carmel  
**Auman Newark Neighborhood Improvements – Phase III**

FY2015 CDBG



Amendment 1:

This contract shall be amended to increase the CDBG portion of the above contract from \$283,326.00 to \$404,070.00, an increase of \$120,744.00.

ALL OF WHICH IS RESOLVED by the Board of Commissioners of Hamilton County on this 24<sup>th</sup> day of October, 2016.

BOARD OF COMMISSIONERS OF HAMILTON COUNTY

Christine Altman

Steven C. Dillinger

Mark Heirbrandt

ATTEST:

Dawn Coverdale, Auditor

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

CITY OF CARMEL, INDIANA

BY:

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

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

ATTEST:

\_\_\_\_\_  
Christine S. Pauley, Clerk-Treasurer

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

FUNDING AMENDMENT

GRANT NO: HCCDBG-15-15

City of Carmel  
**Auman Newark Neighborhood Improvements – Phase III**

FY2015 CDBG

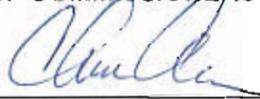


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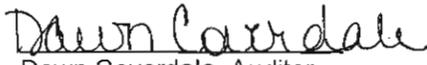
BOARD OF COMMISSIONERS OF HAMILTON COUNTY

  
\_\_\_\_\_  
Christine Altman

  
\_\_\_\_\_  
Steven C. Dillinger

  
\_\_\_\_\_  
Mark Heirbrandt

ATTEST:

  
\_\_\_\_\_  
Dawn Coverdale, Auditor

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CITY OF CARMEL, INDIANA

BY:

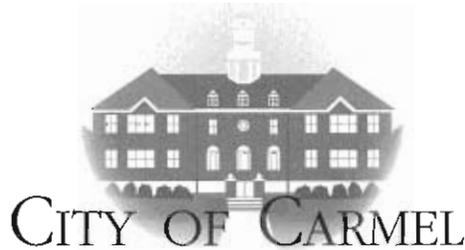
\_\_\_\_\_  
James Brainard, Mayor

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

ATTEST:

\_\_\_\_\_  
Christine S. Pauley, Clerk-Treasurer

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



November 4, 2016

JAMES BRAINARD, MAYOR

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

**RE: FINAL PLAT - THE MEADOWS AT THE LEGACY – SECTION SIX**

Dear Board Members:

Mr. Brett Huff, Project Manager at Stoepelwerth, representing Platinum Properties Management, has requested the Final Plat of The Meadows At The Legacy, Section Six be placed on the Board of Public Works and Safety agenda for approval and signatures

The final plat subdivides 10.980 acres into 23 lots and 5 common areas in Part of the N.W. ¼ of Section 23, Township 18 North, Range 4 East and Part of the N.E. ¼ of Section 22, Township 18 North, Range 4 East, Clay Township, Hamilton County, Indiana.

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

Sincerely,

Jeremy Kashman, P.E.  
City Engineer

ATTACHMENT: MYLAR FINAL PLAT

S:\BPW16\RECORDPLAT\MEADOWSATLEGACYSECTIONSIX. DOC



STOEPPELWERTH

ALWAYS ON

ofc: 317.849.5935  
fax: 317.849.5942

7965 East 106th Street  
Fishers, IN 46038-2505  
www.stoepfelwerth.com

November 4, 2016

Carmel Department of Engineering  
One Civic Square, 1<sup>st</sup> Floor  
Carmel, Indiana 46032

Attention: David Barnes

Re: The Meadows at The Legacy, Section 6

Dear Mr. Barnes;

On behalf of the developer Platinum Properties Management Co., LLC, I would like to request that the plat for The Meadows at The Legacy, Section 6 be placed on the agenda for the November 16<sup>th</sup> Board of Public Works meeting.

If you have any questions, please feel free to give me a call at (317) 570-4841.

Thank you,

STOEPPELWERTH & ASSOCIATES, INC.

Brett A. Huff

Cc: Ed Fleming

BAH/ueb  
S:\55115PLA-MLS4\Blue\_Book\Agency\_Correspondence\Carmel\Engineering\Barnes\ML6-11-4-16.doc

LAND DEVELOPMENT SUPPORT SOLUTIONS

ENGINEERING | SURVEYING



# THE MEADOWS AT THE LEGACY

## SECTION SIX

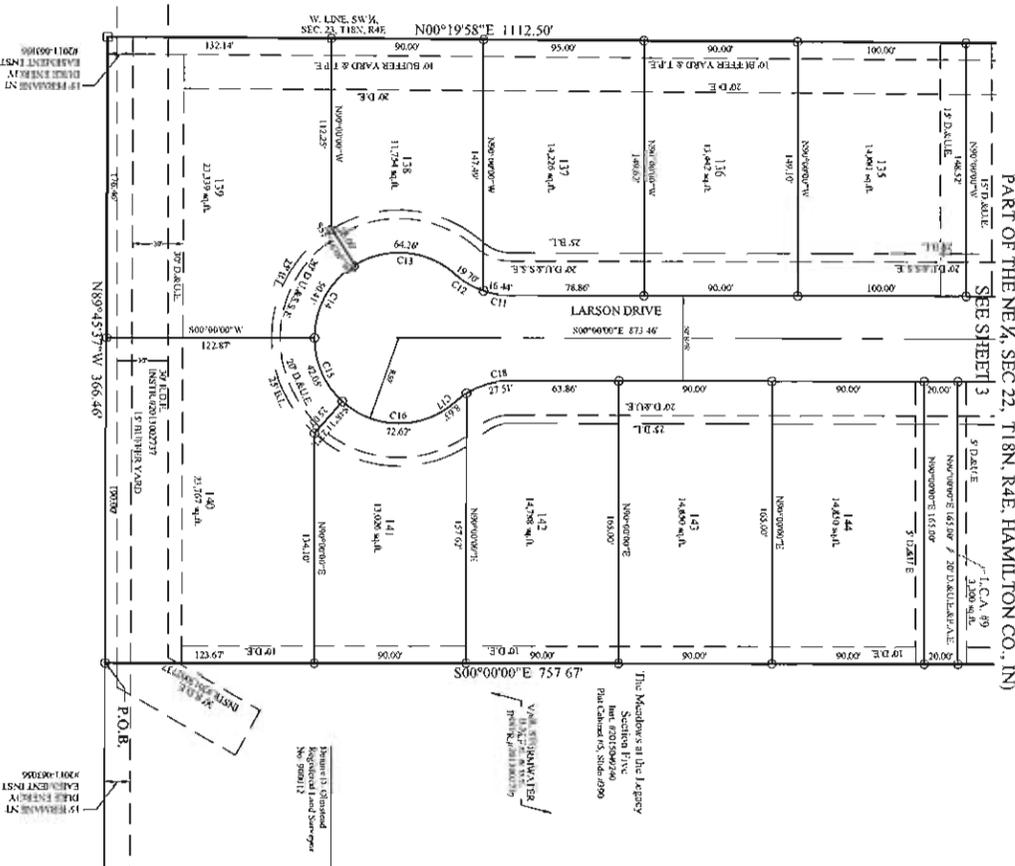
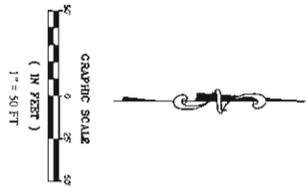
### FINAL PLAT

Surveyed and Prepared by:  
 Dennis D. O'Leary  
 Surveyor  
 15750 E. 15th Avenue, Suite 100  
 Federal, Indiana 46837  
 Phone: (317) 846-5315

Owner/Subscriber:  
 Falcon Nest II, LLC  
 1346 Beverly Road  
 Ellettsville, Indiana 46120  
 Current Map/Zone  
 Subdivision Date: 11/20/2015  
 Source of Title: 11/20/2015  
 Survey Strategy Used: Line No. 201190205

County: Pike County, Indiana  
 Township: 15th North, Range 4 East, Section 22  
 Recorder's Book No. 1316093 ZW

Zone: PUD (Planned) Development  
 Subdivision Name: Meadows at the Legacy  
 Row: 1st Row - 2nd Mile  
 Zone: PUD (Development) 02-001-07

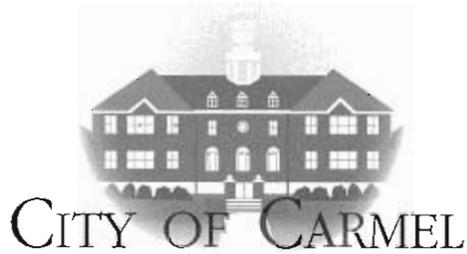












November 17, 2016

JAMES BRAINARD, MAYOR

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

**RE: SECONDARY REPLAT OF LOTS 1601 THROUGH 1606 OF GRAND AND MAIN**

Dear Board Members:

Mr. Michael J. Smith, P.S. with American Structurepoint Inc., representing CalAtlantic Homes, has requested the Secondary Replat of Lots 1601 through 1606 of Grand & Main Subdivision be placed on the Board of Public Works and Safety agenda for approval and signatures.

This replat revises the utility and drainage easement at the rear of lots 1601 and 1606 for additional residential construction area. The re-plat has been reviewed and signed by the Department of Community Services and reviewed with approval by the Department of Engineering.

Therefore, I recommend the Board approve and sign this re-plat.

Sincerely,

Jeremy Kashman, P.E.  
City Engineer

ATTACHMENT: MYLAR RE-PLAT

S:\BPW16\GRAND&MAINREPLATLOTS1601THRU1606.DOC



AMERICAN  
**STRUCTUREPOINT**  
INC.

November 17, 2016

Mr. Dave Barnes  
Engineering Department  
City of Carmel  
One Civic Square  
Carmel, Indiana 46032

Re: Secondary Replat of Lots 1601 through 1606 at Grand and Main

Dear Mr. Barnes:

American Structurepoint, Inc., on behalf of our client, CalAtlantic Homes, respectfully requests the above-mentioned Secondary Replat be placed on the agenda for the December 7, 2016 Board of Public Works meeting for administrative approval.

Please find the enclosed a copy of the proposed Replat for your review and comment.

We appreciate your time and consideration of our request. Please call me at (317) 547-5580 if you have any questions.

Very truly yours,  
American Structurepoint, Inc.

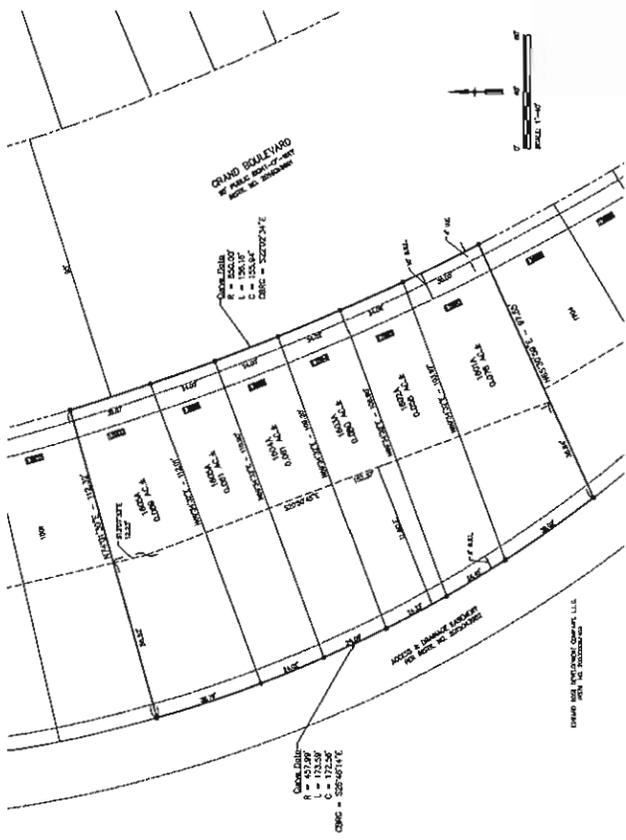
Michael J. Smith, PS  
Project Manager

2013.01869



# SECONDARY REPLAT OF LOTS 1601 THROUGH 1606 OF GRAND & MAIN

PLAT 2, STATE OF IOWA, HAMILTON COUNTY, IOWA

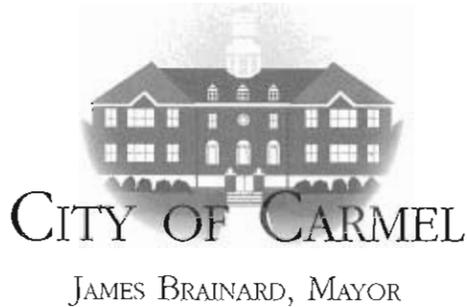


Circle Data:  
R = 637.99'  
C = 132.56'  
CIRC = 329°46'11.4"

Circle Data:  
R = 550.00'  
C = 100.00'  
CIRC = 289°00'00.0"

### LEGEND

- 1/2" dia. hole in iron rebar
- 1/4" dia. hole in iron rebar
- 1/8" dia. hole in iron rebar
- 1/16" dia. hole in iron rebar
- 1/32" dia. hole in iron rebar
- 1/64" dia. hole in iron rebar
- 1/128" dia. hole in iron rebar
- 1/256" dia. hole in iron rebar
- 1/512" dia. hole in iron rebar
- 1/1024" dia. hole in iron rebar
- 1/2048" dia. hole in iron rebar
- 1/4096" dia. hole in iron rebar
- 1/8192" dia. hole in iron rebar
- 1/16384" dia. hole in iron rebar
- 1/32768" dia. hole in iron rebar
- 1/65536" dia. hole in iron rebar
- 1/131072" dia. hole in iron rebar
- 1/262144" dia. hole in iron rebar
- 1/524288" dia. hole in iron rebar
- 1/1048576" dia. hole in iron rebar
- 1/2097152" dia. hole in iron rebar
- 1/4194304" dia. hole in iron rebar
- 1/8388608" dia. hole in iron rebar
- 1/16777216" dia. hole in iron rebar
- 1/33554432" dia. hole in iron rebar
- 1/67108864" dia. hole in iron rebar
- 1/134217728" dia. hole in iron rebar
- 1/268435456" dia. hole in iron rebar
- 1/536870912" dia. hole in iron rebar
- 1/1073741824" dia. hole in iron rebar
- 1/2147483648" dia. hole in iron rebar
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- 1/8589934592" dia. hole in iron rebar
- 1/17179869184" dia. hole in iron rebar
- 1/34359738368" dia. hole in iron rebar
- 1/68719476736" dia. hole in iron rebar
- 1/137438953472" dia. hole in iron rebar
- 1/274877906944" dia. hole in iron rebar
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- 1/70368744177664" dia. hole in iron rebar
- 1/140737488355328" dia. hole in iron rebar
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November 28, 2016

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

**RE: REPLAT OF LOTS 28-29 SPRING LAKE ESTATES**

Dear Board Members:

Mr. Dennis Olmstead, P.E. for Stoepplewerth & Associates, has requested the Replat of Lots 28-29 Spring Lake Estates, be placed on the Board of Public Works and Safety agenda for approval and signatures.

This re-plat is to place a 4' P.A.E. (Pedestrian Access Easement) on each side of the common line of Lots 28 & 29 in the Spring Lake Estates Subdivision.

The re-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 re-plat.

Sincerely,



Jeremy Kashman, P.E.  
City Engineer

Attachment: Mylar Re-plat

S:\BPW16\RECORDPLAT\REPLATOFLOT28-29SPRINGLAKEESTATES.DOC



STOEPPELWERTH

ALWAYS ON

ofc: 317.849.5935  
fax: 317.849.5942

7965 East 106th Street  
Fishers, IN 46038-2505  
www.stoepfelwerth.com

November 28, 2016

Carmel Department of Engineering  
One Civic Square, 1<sup>st</sup> Floor  
Carmel, Indiana 46032

Attention: David Barnes

Re: Re-Plat Lots 28-29 Spring Lake Estates

Dear Mr. Barnes;

On behalf of the applicant Jayesh T. Patel, I would like to request that the re-plat for Spring Lake Estates, Lots 28 & 29 be placed on the agenda for the December 7, 2016 Board of Public Works meeting.

If you have any questions, please feel free to give me a call at (317) 570-4700.

Best regards,

STOEPPELWERTH & ASSOCIATES, INC.

Dennis D. Olmstead

Cc: Jayesh T. Patel

DDO/meb  
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LAND DEVELOPMENT SUPPORT SOLUTIONS

ENGINEERING | SURVEYING

# RE-PLAT OF LOTS 28-29 SPRING LAKE ESTATES

(FORMERLY RECORDED AS INST. #9433943, P.C. #1, SLIDE #446)  
CURRENT ZONING: S1  
DOCKET #16100004

THIS INSTRUMENT WAS PREPARED BY:  
James D. Clendenen, FLS  
Professional Land Surveyor, Inc.  
P.O. Box 10000  
Tallahassee, Florida 32302  
Phone: (904) 487-0000

THIS INSTRUMENT INCORPORATES THE FOLLOWING:

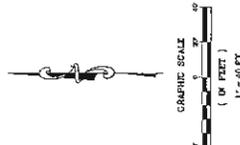
1. Plat of Lots 28 & 29, Spring Lake Estates, P.C. #1, Slide #446, recorded as Instrument #9433943, dated 05/11/2010.  
2. Plat of Lots 28 & 29, Spring Lake Estates, P.C. #1, Slide #446, recorded as Instrument #9433943, dated 05/11/2010.

Survey of Title - Voluntary Deed

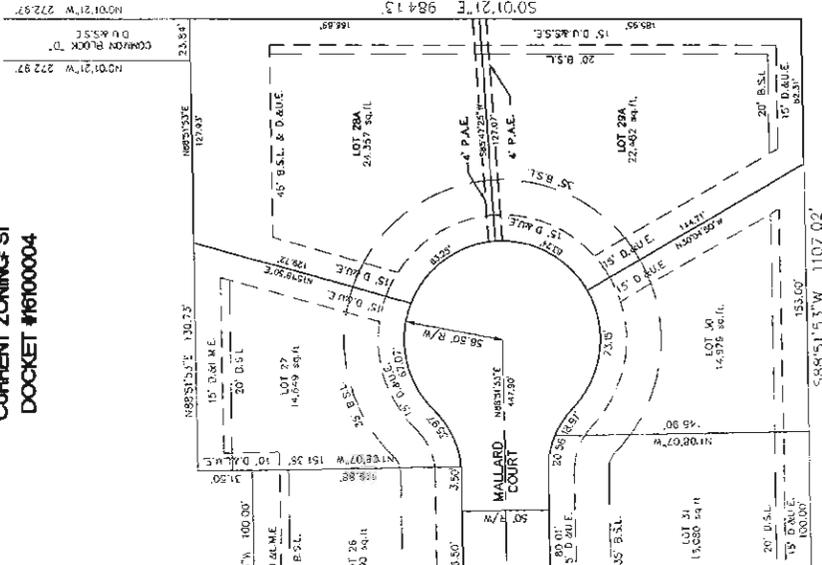
Survey - 1/4 Section 16, T11N, R10E, S1E, Vol. 1, Page 1, recorded as Instrument #16100004, dated 05/11/2010.

### LEGEND

- D.A.U.E. DRAINAGE & UTILITY EASEMENT
- B.S.L. BOUNDARY SURVEY LINE
- D.U.S.S.L. DRAINAGE SURVEY LINE
- D.A.U.E. DRAINAGE & UTILITY EASEMENT
- P.A.E. PUBLIC ACCESS EASEMENT



James D. Clendenen  
Professional Land Surveyor  
No. 900012



2 of 2 LOTS  
16100004  
JAMES D. CLENDENEN, P.L.S.  
PROFESSIONAL LAND SURVEYOR  
NO. 900012  
STATE OF FLORIDA

THIS NOTARION IS REPEARED BY:  
Dennis D. Glashead, Notary Public  
1417 Park View Drive  
Channahon, Illinois 61018  
Phone: (815) 462-4222  
Fax: (815) 462-4222

THIS INSTRUMENT RECORDED FOR:  
Notary Public  
1417 Park View Drive  
Channahon, Illinois 61018  
Phone: (815) 462-4222  
Fax: (815) 462-4222

Notary of Title: William J. Dwyer  
Chicago - 311 Madison  
19 Michigan Street, 2nd Floor  
Chicago, Illinois 60601

# RE-PLAT OF LOTS 28-29 SPRING LAKE ESTATES (FORMERLY RECORDED AS INST. #9433943, P.C. #1, SLIDE #446)

## CURRENT ZONING S1 DOCKET #

### EXEMPTION CERTIFICATE

I, the undersigned, owner of the real estate above and described herein, do hereby certify that I have not, directly or indirectly, sold, granted, or otherwise disposed of the real estate herein described to any person or persons, and that I have not, directly or indirectly, sold, granted, or otherwise disposed of the real estate herein described to any person or persons, and that I have not, directly or indirectly, sold, granted, or otherwise disposed of the real estate herein described to any person or persons, and that I have not, directly or indirectly, sold, granted, or otherwise disposed of the real estate herein described to any person or persons.

All items shown on this plat and not recorded with this plat, but which are shown on this plat, because related to the property hereof, are hereby certified to be correct and true to the best of my knowledge and belief.

Without fee and cost hereby which I have not, directly or indirectly, sold, granted, or otherwise disposed of the real estate herein described to any person or persons, and that I have not, directly or indirectly, sold, granted, or otherwise disposed of the real estate herein described to any person or persons.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.  
Oswald Lee, Jr.  
1417 Park View Drive  
Channahon, Illinois 61018

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.  
I, \_\_\_\_\_, Notary Public,  
do hereby certify that the foregoing instrument is a true and correct copy of the original instrument as recorded in my office, and that the same has been duly recorded in my office.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.  
I am a member of \_\_\_\_\_ County.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.  
Dennis D. Glashead, Notary Public  
1417 Park View Drive  
Channahon, Illinois 61018

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.  
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I am a member of \_\_\_\_\_ County.

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Dennis D. Glashead, Notary Public  
1417 Park View Drive  
Channahon, Illinois 61018

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COUNTY OF \_\_\_\_\_ ) SS.  
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1417 Park View Drive  
Channahon, Illinois 61018

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COUNTY OF \_\_\_\_\_ ) SS.  
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I am a member of \_\_\_\_\_ County.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.  
Dennis D. Glashead, Notary Public  
1417 Park View Drive  
Channahon, Illinois 61018

### NOA APPROVAL

I, the undersigned, President of the Spring Lake Estates Home Owners' Association (SLEHA) hereby approve of the re-plat shown herein to this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.  
I am a member of \_\_\_\_\_ County.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.  
Dennis D. Glashead, Notary Public  
1417 Park View Drive  
Channahon, Illinois 61018

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COUNTY OF \_\_\_\_\_ ) SS.  
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Channahon, Illinois 61018

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COUNTY OF \_\_\_\_\_ ) SS.  
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I am a member of \_\_\_\_\_ County.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.  
Dennis D. Glashead, Notary Public  
1417 Park View Drive  
Channahon, Illinois 61018

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.  
I, \_\_\_\_\_, Notary Public,  
do hereby certify that the foregoing instrument is a true and correct copy of the original instrument as recorded in my office, and that the same has been duly recorded in my office.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.  
I am a member of \_\_\_\_\_ County.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.  
Dennis D. Glashead, Notary Public  
1417 Park View Drive  
Channahon, Illinois 61018

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.  
I, \_\_\_\_\_, Notary Public,  
do hereby certify that the foregoing instrument is a true and correct copy of the original instrument as recorded in my office, and that the same has been duly recorded in my office.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.  
I am a member of \_\_\_\_\_ County.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.  
Dennis D. Glashead, Notary Public  
1417 Park View Drive  
Channahon, Illinois 61018





Project: Carmeltown  
Drainage Improvements

## RIGHT OF ENTRY

This RIGHT OF ENTRY has been executed this 3rd day of November, 2016 by Carmeltown, Inc., an Indiana non-profit corporation (the "Grantor"), to and for the benefit of the City of Carmel, Indiana, ("Grantee").

### RECITALS

**WHEREAS**, Grantor is the owner of certain real estate (the "Grantor Parcel") being a portion of the Common Area as described in the Restated Declaration of Carmeltown, Inc. Property Ownership recorded as Instrument No. 2004-5952 in the office of the Recorder of Hamilton County, Indiana and located in the City of Carmel, Hamilton County, Indiana, and the plat thereof, which Grantor Parcel is more particularly shown on Exhibit A attached hereto and incorporated herein; and

**WHEREAS**, Grantee has undertaken a public project to make drainage improvements in and around the Grantor Parcel in Carmel, Clay Township, Hamilton County, Indiana (the "Project") including but not limited to those improvements shown on Exhibit B attached hereto and incorporated herein; and

**WHEREAS**, due to the construction of the Project, Grantee requires access to the Grantor Parcel to complete the work described on Exhibit A attached hereto and incorporated herein (the "Additional Work"); and

**WHEREAS**, the Project and the Additional Work will be beneficial to the Grantor Parcel; and

**WHEREAS**, Grantor desires to grant this Right of Entry to allow Grantee to complete the Project and the Additional Work.

**NOW THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00), the foregoing Recitals, all of which are incorporated herein, and the following mutual covenants and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. Access to Grantor Parcel and Completion of Additional Work. Grantor hereby grants to Grantee and its employees, agents, contractors and sub-contractors, the right to enter upon the Grantor Parcel and the right to use the Grantor Parcel to complete the Project and the Additional Work as described on Exhibit A.

Grantee shall not cause damage to the Grantor Parcel, except the normal and reasonable construction disturbance associated with the Additional Work, and upon completion of the Additional Work, shall promptly return the Grantor Parcel to a condition that is substantially the same as its condition prior to the grant of this Right of Entry.

Upon completion of the Additional Work, (i) Grantee shall have no further obligation or duty with respect to the Additional Work other than any portion of the Additional Work which is part of the Grantee's public storm water system; and (ii) Grantor shall be responsible for the maintenance, repair and replacement of the Additional Work other than any portion of the Additional Work which is part of the Grantee's public storm water system.

IN WITNESS WHEREOF, Grantor has executed and delivers this instrument as of the day and year first above written.

GRANTOR:

CARMELTOWN, INC.  
an Indiana non-profit corporation

By: Jacob Williams

Printed: Jacob Williams

Title: President

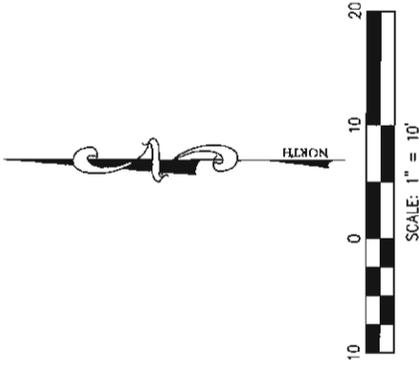
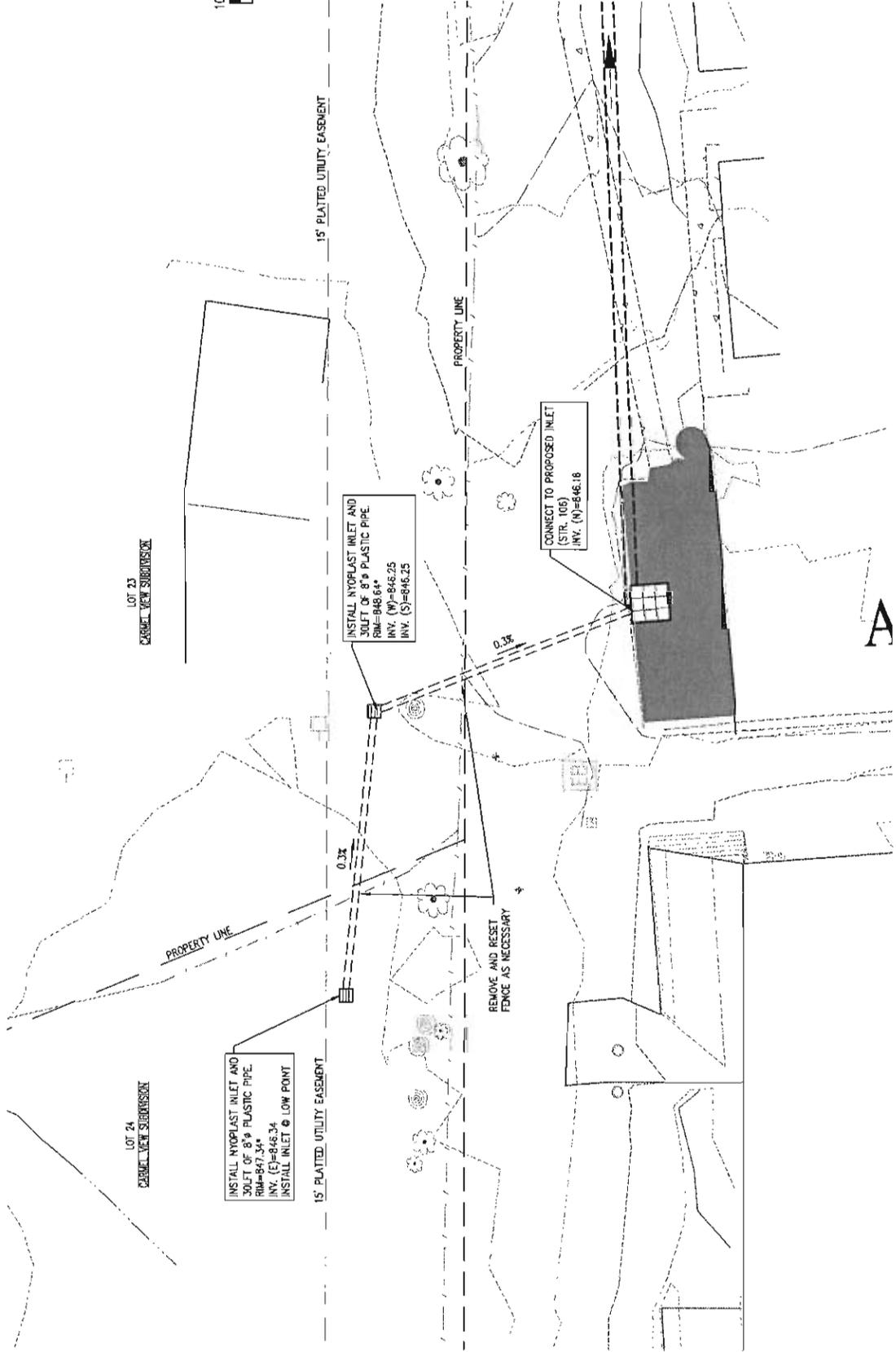
Address: 144 Aspen Way

Phone: 708-261-5712

Email: Will:jaa.as@gmail.com



# CARMEL VIEW SUBDIVISION DRAINAGE EXHIBIT 'B'



PREPARED BY:



Transportation & Development Consultants  
411 E. 56th St. #200, Chicago, IL 60637 (312) 786-1555  
OCTOBER 18, 2016



## RIGHT OF ENTRY

This RIGHT OF ENTRY has been executed this 26th day of October, 2016 by Crooked Stick Golf Club, Inc. (the "Grantor"), to and for the benefit of the City of Carmel, Indiana, ("Grantee").

### RECITALS

**WHEREAS**, Grantor is the owner of certain real estate (the "Grantor Parcel") located in the City of Carmel, Hamilton County, Indiana, which Grantor Parcel is more particularly described in attached Exhibit A attached hereto and incorporated herein; and

**WHEREAS**, Grantee desires to investigate the condition of certain drainage improvements and the current flow of drainage across some or all of the Grantor Parcel; and

**WHEREAS**, Grantee requires access to the Grantor Parcel to complete the work described herein (the "Drainage Review Work"); and

**WHEREAS**, Grantor desires to grant this Right of Entry to allow Grantee to complete the Drainage Review Work.

**NOW THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00), the foregoing Recitals, all of which are incorporated herein, and the following mutual covenants and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. Access to Grantor Parcel and Completion of Drainage Review Work. Grantor hereby grants to Grantee and its employees, agents, contractors and sub-contractors, the right to enter upon the Grantor Parcel and the right to use the Grantor Parcel to complete Drainage Review Work.

Grantee shall not cause damage to the Grantor Parcel, except the normal and reasonable disturbance associated with the Drainage Review Work, and upon completion of the Drainage Review Work, shall promptly return the Grantor Parcel to a condition that is substantially the same as its condition prior to the grant of this Right of Entry.

The Drainage Review Work will include the following:

- (i) Pump down the pond located in the area shown on Exhibit A;
  - (ii) Investigate, whether by use of digging, excavation or cameras, the condition of the drainage pipes and facilities on the Grantor Parcel; and
  - (iii) None
2. Term. This Right of Entry shall be irrevocable until the completion of the Drainage Review Work.
  3. Warranty and Authority. Grantor, by executing below, hereby warrants that Grantor is the lawful owner of the Grantor Parcel, that all approvals from Grantor and any other party with a right or interest in the Grantor Parcel (including but not limited to mortgagees, landlords or tenants) have been

obtained and that there is no encumbrance, restriction, agreement or other circumstance which would prohibit Grantor from performing its obligations hereunder. The undersigned person executing this Right of Entry on behalf of Grantor represents and certifies that he is a duly elected officer, member, manager, partner or representative of Grantor and has been fully empowered, by proper resolution, consent or other action of Grantor, to execute and deliver this Right of Entry; that Grantor has full capacity to enter into this Right of Entry; and that all necessary action for entering into this Right of Entry has been taken and done.

4. Notices. All notices to be given hereunder by either party shall be in writing and for purposes of this Right of Entry shall be either personally delivered or sent by certified or registered mail or by a national package express service promising overnight delivery addressed to Grantor at the address following Grantor's signature and to Grantee at One Civic Square, Carmel, Indiana, 46032, Attention: City Engineer (with a copy of any notice to Grantor also being provided to Corporation Counsel, One Civic Square, Carmel, Indiana, 46032) or to such other person or address as may be designated by either Grantor or Grantee by notice in writing. Notice shall be deemed given and received when personally delivered or on the third (3rd) business day after deposited in the U.S. mail or on the business day after deposited with an overnight package delivery company.
5. Severability. If any one or more of the provisions contained in this Right of Entry shall be held invalid, illegal, or unenforceable, this Right of Entry shall be construed to give effect to the balance of its terms.
6. Binding Effect; Applicable Law. All rights and obligations hereunder shall be binding upon and inure to the benefit of Grantor and Grantee, their respective permitted successors, assigns and legal representatives. This Right of Entry is executed under and shall be construed in accordance with the laws of the State of Indiana and there are no promises or agreements between the parties hereto other than those contained or referred to herein.
7. Attorneys' Fees. If Grantee brings any action to interpret or enforce this Right of Entry, or for damages for any alleged breach hereof, and Grantee is the prevailing party in any such action, Grantee shall be entitled to reasonable attorneys' fees and costs as awarded by the court in addition to all other recovery, damages and costs.

[Signature pages follow]

IN WITNESS WHEREOF, Grantor has executed and delivers this instrument as of the day and year first above written.

GRANTOR:

CROOKED STICK GOLF CLUB, INC.

By: Anthony W. Pancake

Printed: ANTHONY W. PANCAKE

Title: DIRECTOR OF GOLF

Address: 1964 TURNING TREE LANE

Phone: 317-844-9928

Email: tony.pancake@crookedstick.org

GRANTEE:

Approved and Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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: \_\_\_\_\_

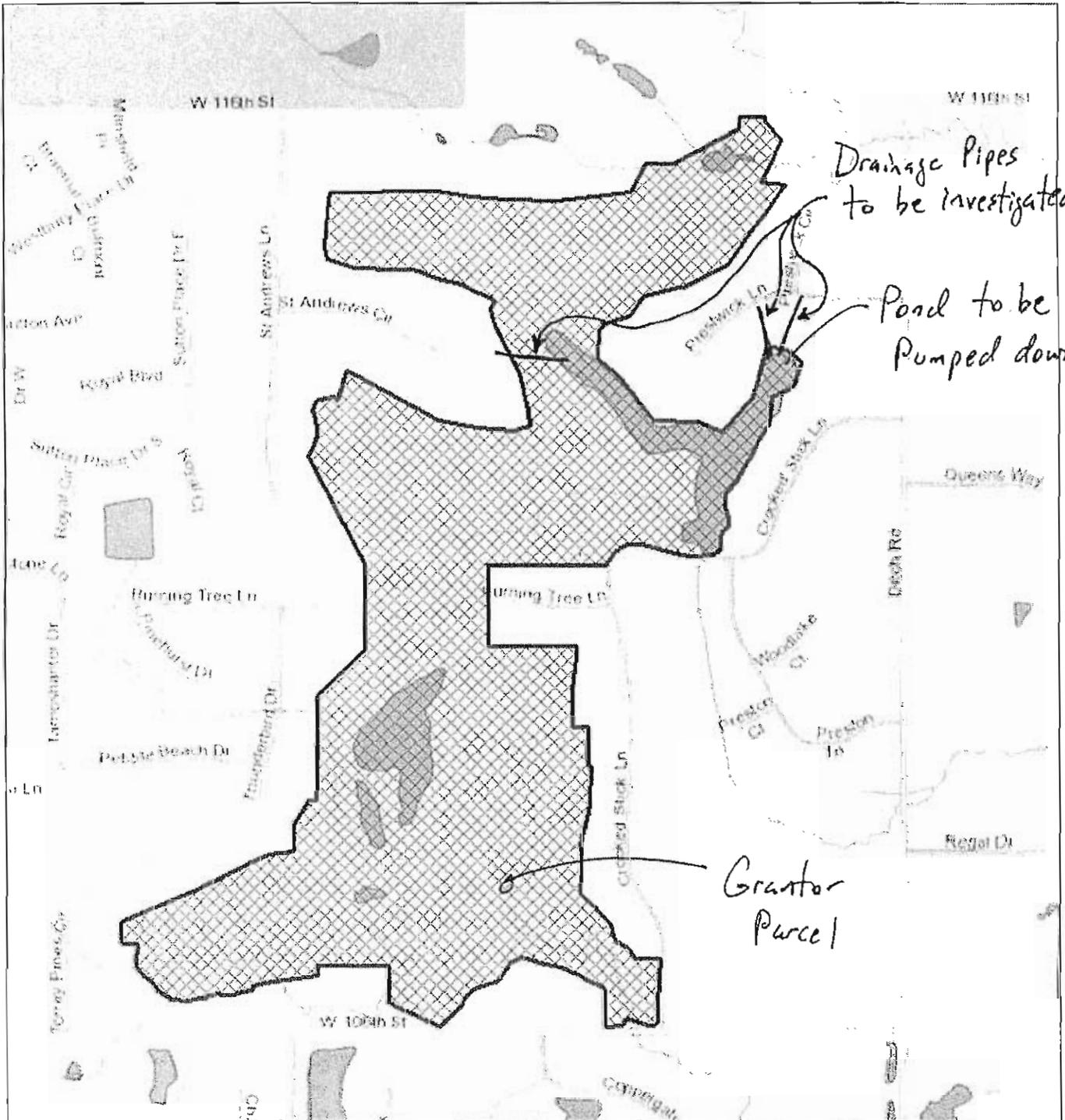
ATTEST:

\_\_\_\_\_  
Christine S. Pauley, Clerk-Treasurer

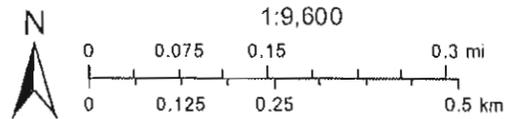
Date: \_\_\_\_\_

This Right of Entry was prepared by Tammy K. Haney, Keller Macaluso LLC, 760 3<sup>rd</sup> Avenue SW, Suite 210, Carmel, IN 46032.

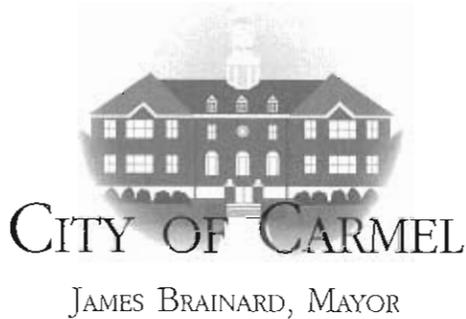
# Exhibit A



November 2, 2016



Basemap information here



November 16, 2016

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

**Re: Request for Variance (Fence) at 4721 Wellwood Bend**

Dear Board Members:

Mr. and Mrs. Matthew and LaDonna Neuhaus, owners of the property with the common address 4721 Wellwood Bend, have requested a variance from Carmel City Code Section §6-227 (a)(4) for the installation of a fence within a portion of the lot designated as an easement. Generally, the fence is proposed to be installed at the location indicated on the attached exhibit.

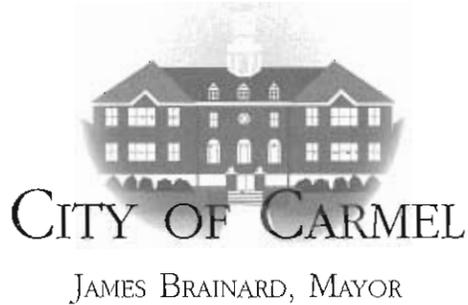
It is not expected that the fence at the proposed location will result in a Detriment (as defined by City Code) to the subject property or the adjacent properties (provided the petitioner adheres to the conditions recommended below). The Engineering Department recommends that the Board approve the variance conditioned upon the following (as discussed with the petitioners):

1. Petitioners enter into a Consent-to-Encroach Agreement with the City and record the Agreement.
2. Petitioners (and successors and assigns) agree to remedy any drainage issues resulting from the installation of the fence that, in the opinion of the City, represents a Detriment as defined in City Code.
3. Petitioners shall obtain approval from the HOA for installation of the fence if such approval is required by the restrictive covenants of the development.
4. Petitioner shall ensure that the person installing the fence locates the drainage pipe in the backyard drainage easement and installs the fence posts at least 4' from the centerline of the drainage pipe to prevent damage to the infrastructure.

Respectfully,

A handwritten signature in black ink, appearing to read "Jeremy Kashman".

**Jeremy Kashman, PE**  
City Engineer



November 16, 2016

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

**Re: Consent to Encroach (Fence) at 4721 Wellswood Bend**

Dear Board Members:

A Consent to Encroach document signed by Mr. and Mrs. Matthew and LaDonna Neuhaus, owners of the property with the common address 4721 Wellswood Bend, 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 December 7, 2016 BPW meeting.

The Department of Engineering has reviewed and approved the encroachment document. Upon approval and signature by the Board Members the document will be recorded with the Hamilton County Recorder's Office.

Sincerely,

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

**Jeremy Kashman, PE**  
City Engineer

**ATTACHEMENT: CONSENT TO ENCROACH DOCUMENT**

**CONSENT TO ENCROACH**



THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Matthew and LaDonna Neuhaus, 4721 Wellswood Bend, Carmel, Hamilton County, Indiana 46033, (individually and collectively, "Owner"), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety ("City").

WITNESSETH:

WHEREAS, Owner owns in fee simple Lot 32 ("Lot") in Gray Oaks which is located within the corporate limits of the City of Carmel, Indiana ("Subdivision"), which real estate is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, the official plat of the Subdivision was recorded in Plat Cabinet 5, Slide 213, Instrument Number 2014020027 in the Office of the Hamilton County Recorder on May 29, 2014 as Gray Oaks (the "Plat"); and

WHEREAS, the current Owner wishes to install a fence on the Lot (the "Site Improvement"); and

WHEREAS, Owner has given the City a sketch ("Sketch") depicting the location of the Site Improvement on the Lot, a copy of which is attached hereto and incorporated herein by this reference as Exhibit B; and

WHEREAS, the Site Improvement will be constructed on portions of the Lot designated as 20' Drainage and Utility Easement identified as "20' DUE" on Exhibit B (the "Easement"); and

WHEREAS, the Easement is beneficial to the City and its residents; and

WHEREAS, as indicated on the Sketch, the Site Improvement will encroach (the "Encroachment") upon the Easement, which Encroachment is crosshatched on Exhibit B; and

WHEREAS, City of Carmel Board of Public Works and Safety approved the Owner's request for a variance from Carmel City Code Section 6-227(4) on 12/7/16; and

*MW LM*  
WHEREAS, Owner and City acknowledge the location of the Encroachment; and

WHEREAS, Owner acknowledges that this Agreement does not imply any approval of existing or future improvements not indicated by Owner on Exhibit B; and

WHEREAS, the location of the Site Improvement as indicated by the Owner on Exhibit B should not materially interfere with the City's use of the Easement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties mutually promise, agree and covenant as follows:

1. The foregoing preambles, recitations and definitions are made a part hereof as though such were fully set forth herein.
2. The City consents to the Encroachment for only so long as
  - (i) the Encroachment exists; and
  - (ii) Owner complies with all of the terms and provisions of this Agreement.
3. Owner covenants and agrees not to extend, increase, modify, alter, landscape, reconfigure or otherwise change the Site Improvement from what is depicted on Exhibit B, and to maintain the Site Improvement in good condition and repair.
4. Owner agrees that City shall have the right to remove any portion of the Site Improvement as City deems necessary, in City's sole discretion, to install, protect and/or repair any utility lines, sewer lines or drainage ditches located in the Easement, or for any other lawful purpose, and that, should the City take such action, the City shall incur no obligation to repair, replace or reimburse Owner for the cost of any damages thereby caused to the Site Improvement, the Lot, or to Owner.
5. Owner agrees and acknowledges that the City's consent to encroach upon the Easement, as provided in this instrument, regards the City's Easement interests only, and does not constitute permission or authority for the Owner to otherwise enter on, in, under, over, or upon the property interests of any other person without that person's consent even if such property interests are also located within the Easement.
6. Owner agrees to indemnify and hold harmless City, its officers, officials, members, employees, invitees, licensees and agents, from and against any and all losses, liabilities, damages, claims, judgments, attorney fees and costs arising from any bodily injury and/or death, and from any destruction or damage to any property or improvements, located on the Lot, or otherwise, and/or for any failure of proper disclosure pursuant to Paragraph 12 hereof, which results directly or indirectly from any act of Owner, its employees, contractors and/or agents in, on, under, across or to the Easement.
7. Owner agrees to reimburse City for any and all costs and expenses incurred by City to replace or repair any damage to the Easement and any improvements located therein caused by the installation, construction, maintenance and/or operation of the Site Improvement.

8. Owner agrees to record this Agreement in the Office of the Hamilton County Recorder and to provide to City a recorded copy of same within ten (10) business days of the effective date of this Agreement. In the event this Agreement is not timely recorded by Owner, Owner agrees and consents to City recording same, at Owner's sole expense.
9. 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.
10. 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.
11. This Agreement shall be effective as of the date on which it is last executed by a party hereto.
12. The Owner agrees to provide full disclosure of this Agreement to all persons, entities and others who acquire by or through Owner any interest in the Lot on and after the effective date of this Agreement.
13. Owner agrees not to alter the ground surface elevation within the limits of the easement at any time.
14. Owner agrees to remedy any drainage problems or issues, saturated soil or standing water on the Lot or adjacent properties determined by the City to be resulting from the Encroachment.

"OWNER"

Matthew C. Neuhaus

Matthew C. Neuhaus  
 Signature  
 Date: 11/8/16

LaDonna M. Neuhaus

LaDonna M. Neuhaus  
 Signature  
 Date: 11/8/16



STATE OF INDIANA )  
 ) SS:  
 COUNTY OF Hamilton )

Before me, a Notary Public in and for said County and State, personally appeared Matthew C. Neuhaus and LaDonna M. Neuhaus 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 8th day of November, 2016

My Commission Expires:  
February 19, 2017

Tina Keesling  
 NOTARY PUBLIC  
Tina Keesling  
 Printed Name

My County of Residence: Marion

"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: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Christine S. Pauley, Clerk-Treasurer  
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 CHRISTINE S. PAULEY, Clerk-Treasurer 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 Douglas C. Haney, Esquire, Corporate 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. Douglas C. Haney, Esquire

## EXHIBIT A

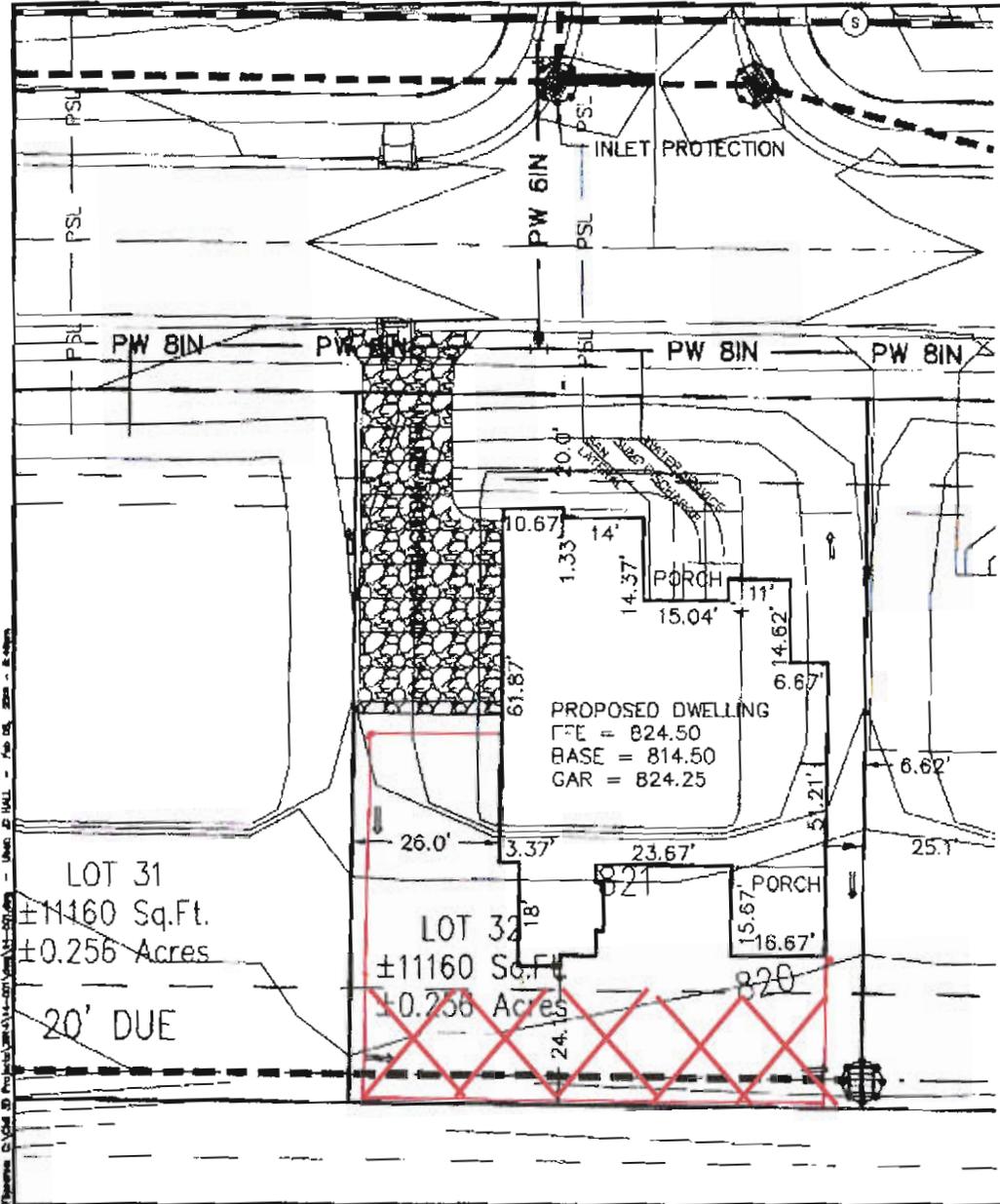
### PLAT DESCRIPTION

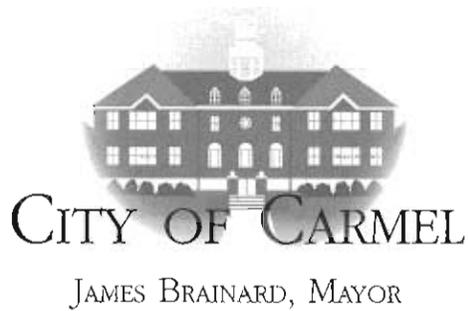
A PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 18 NORTH, RANGE 4 EAST, HAMILTON COUNTY, INDIANA, BEING DESCRIBED AS FOLLOWS:

Commencing at the Southeast Corner of said Quarter; thence North 00 degrees 15 minutes 46 seconds West (assumed bearing) along the East line thereof a distance of 1023.68 feet to the PLACE OF BEGINNING, also being the northeast corner of Oakbrook Subdivision, recorded as Instrument #92-17543, Plat Cabinet 1, Slide 22B, in the Office of the Recorder of Hamilton County, Indiana; thence North 89 degrees 21 minutes 16 seconds West parallel with the South line of said Quarter and along the north line of said subdivision and the westerly extension thereof a distance of 1326.25 feet to the West line of said East Half; thence North 00 degrees 10 minutes 41 seconds West along said West line a distance of 618.37 feet to the north line of 25 acres off the south end of the West Half of said East Half; thence South 89 degrees 21 minutes 16 seconds East parallel with said South line and along said north line a distance of 662.66 feet to the West line of the East Half of said East Half; thence North 00 degrees 13 minutes 14 seconds West along said west line a distance of 328.97 feet; thence South 89 degrees 21 minutes 16 seconds East a distance of 662.42 feet to the East line of said Quarter; thence South 00 degrees 15 minutes 46 seconds East along said East line a distance of 947.36 feet to the PLACE OF BEGINNING, containing 25.822 acres, more or less.

EXHIBIT B

FENCE LINE IN RED





November 22, 2016

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

**Re: Consent to Encroach (Fence) at 1636 Nordland Drive**

Dear Board Members:

A Consent to Encroach document signed by Ms. Ashley Evans Shelton, owner of the property with the common address 1636 Nordland Drive, 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 December 7, 2016 BPW meeting.

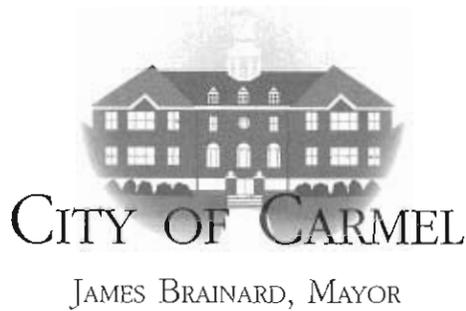
The Department of Engineering has reviewed and approved the encroachment document. Upon approval and signature by the Board Members the document will be recorded with the Hamilton County Recorder's Office.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeremy Kashman".

**Jeremy Kashman, PE**  
City Engineer

ATTACHEMENT: CONSENT TO ENCROACH DOCUMENT



November 22, 2016

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

**Re: Consent to Encroach (Fence) at 1636 Nordland Drive**

Dear Board Members:

Ms. Ashley Evans Shelton, owner of the property with the common address 1636 Nordland Drive, have requested a variance from Carmel City Code Section §6-227 (a)(4) for the installation of a fence within a portion of the lot designated as an easement. Generally, the fence 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):

1. Petitioners enter into a Consent-to-Encroach Agreement with the City and record the Agreement.
2. Petitioners (and successors and assigns) agree to remedy any drainage issues resulting from the installation of the fence that, in the opinion of the City, represents a Detriment as defined in City Code.
3. Petitioners shall obtain approval from the HOA for installation of the fence if such approval is required by the restrictive covenants of the development.
4. Petitioners shall obtain approval from the Hamilton County Drainage Board for encroachment to the utility easement along the western property line.

Respectfully,

**Jeremy Kashman, PE**  
City Engineer

CONSENT TO ENCROACH



THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Ashley Evans Shelton, 1636 Nordland Drive, 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 ("City").

WITNESSETH:

WHEREAS, Owner owns in fee simple Lot 131 ("Lot") in Westmont, Section 2B which is located within the corporate limits of the City of Carmel, Indiana ("Subdivision"), which real estate is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, the official plat of the Subdivision was recorded in Plat Cabinet 5, Slide 349, Instrument 2015026596, in the Office of the Hamilton County Recorder on June 3, 2016 as Westmont, Section 2B (the "Plat"); and

WHEREAS, the current Owner wishes to install a fence on the Lot (the "Site Improvement"); and

WHEREAS, Owner has given the City a sketch ("Sketch") depicting the location of the Site Improvement on the Lot, a copy of which is attached hereto and incorporated herein by this reference as Exhibit B; and

WHEREAS, the Site Improvement will be constructed on portions of the Lot designated as a Regulated Drain Easement, identified as "15' R.D.E" on Exhibit B (the "Easement"); and

WHEREAS, the Easement is beneficial to the City and its residents; and

WHEREAS, as indicated on the Sketch, the Site Improvement will encroach (the "Encroachment") upon the Easement, which Encroachment is crosshatched on Exhibit B; and

WHEREAS, City of Carmel Board of Public Works and Safety approved the Owner's request for a variance from Carmel City Code Section 6-227(4) on \_\_\_\_\_; and

WHEREAS, Owner and City acknowledge the location of the Encroachment; and

WHEREAS, Owner acknowledges that this Agreement does not imply any approval of existing or future improvements not indicated by Owner on Exhibit B; and

WHEREAS, the location of the Site Improvement as indicated by the Owner on Exhibit B should not materially interfere with the City's use of the Easement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties mutually promise, agree and covenant as follows:

1. The foregoing preambles, recitations and definitions are made a part hereof as though such were fully set forth herein.
2. The City consents to the Encroachment for only so long as
  - (i) the Encroachment exists; and
  - (ii) Owner complies with all of the terms and provisions of this Agreement.
3. Owner covenants and agrees not to extend, increase, modify, alter, landscape, reconfigure or otherwise change the Site Improvement from what is depicted on Exhibit B, and to maintain the Site Improvement in good condition and repair.
4. Owner agrees that City shall have the right to remove any portion of the Site Improvement as City deems necessary, in City's sole discretion, to install, protect and/or repair any utility lines, sewer lines or drainage ditches located in the Easement, or for any other lawful purpose, and that, should the City take such action, the City shall incur no obligation to repair, replace or reimburse Owner for the cost of any damages thereby caused to the Site Improvement, the Lot, or to Owner.
5. Owner agrees and acknowledges that the City's consent to encroach upon the Easement, as provided in this instrument, regards the City's Easement interests only, and does not constitute permission or authority for the Owner to otherwise enter on, in, under, over, or upon the property interests of any other person without that person's consent even if such property interests are also located within the Easement.
6. Owner agrees to indemnify and hold harmless City, its officers, officials, members, employees, invitees, licensees and agents, from and against any and all losses, liabilities, damages, claims, judgments, attorney fees and costs arising from any bodily injury and/or death, and from any destruction or damage to any property or improvements, located on the Lot, or otherwise, and/or for any failure of proper disclosure pursuant to Paragraph 12 hereof, which results directly or indirectly from any act of Owner, its employees, contractors and/or agents in, on, under, across or to the Easement.
7. Owner agrees to reimburse City for any and all costs and expenses incurred by City to replace or repair any damage to the Easement and any improvements located therein caused by the installation, construction, maintenance and/or operation of the Site Improvement.

8. Owner agrees to record this Agreement in the Office of the Hamilton County Recorder and to provide to City a recorded copy of same within ten (10) business days of the effective date of this Agreement. In the event this Agreement is not timely recorded by Owner, Owner agrees and consents to City recording same, at Owner's sole expense.
9. 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.
10. 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.
11. This Agreement shall be effective as of the date on which it is last executed by a party hereto.
12. The Owner agrees to provide full disclosure of this Agreement to all persons, entities and others who acquire by or through Owner any interest in the Lot on and after the effective date of this Agreement.
13. Owner agrees not to alter the ground surface elevation within the limits of the easement at any time.
14. Owner agrees to remedy any drainage problems or issues, saturated soil or standing water on the Lot or adjacent properties determined by the City to be resulting from the Encroachment.

"OWNER"

ASHLEY EVANS SHELTON

Ashley Evans Shelton  
 Signature  
 Date: 11/18/16

STATE OF INDIANA )  
 COUNTY OF Hamilton ) SS:

Before me, a Notary Public in and for said County and State, personally appeared ASHLEY EVANS SHELTON, 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 15th day of November, 2016.

My Commission Expires: May 19 2024

Lisa M Scott  
 NOTARY PUBLIC  
Lisa M Scott  
 Printed Name

My County of Residence: Hamilton

"CITY"

CITY OF CARMEL, INDIANA,  
BY AND THROUGH ITS BOARD OF  
PUBLIC WORKS AND SAFETY

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

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

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

ATTEST:

\_\_\_\_\_  
Christine S. Pauley, Clerk-Treasurer  
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 CHRISTINE S. PAULEY, Clerk-Treasurer 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 Douglas C. Haney, Esquire, Corporate Counsel, One Civic Square, Carmel, Indiana 46032.

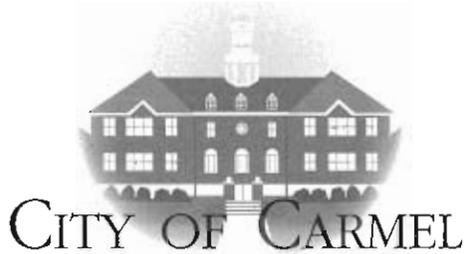
I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Douglas C. Haney, Esquire

## Exhibit A

A part of the South Half of Section 21, Township 18 North, Range 3 East, Clay Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Half Section; thence South 89 degrees 38 minutes 41 seconds West along the South line of said Half Section a distance of 1,337.65 feet to the Southeast corner of the West Half of the Southeast Quarter of said Section; thence continuing South 89 degrees 38 minutes 41 seconds West along said South line 480.00 feet to the Southeast corner of Westmont, Section 1 a subdivision in Hamilton County, Indiana, the Final Plat of which is recorded as Instrument Number 2009-015797, Plat Cabinet 4, Slide 524, Dated: March 23, 2009 in the Office of the Recorder, Hamilton County, Indiana; thence along the bounds of said Subdivision by the next fifteen (15) courses: 1) North 00 degrees 13 minute 55 seconds East 600.00 feet parallel with the East line of said Half Quarter Section; 2) North 89 degrees 38 minutes 41 seconds East 480.00 feet parallel to the South line of said Quarter Section to the East line of said Half Quarter Section; 3) North 00 degrees 13 minutes 55 seconds East 545.78 feet along said East line to the POINT OF BEGINNING of this description; 4) thence South 89 degrees 38 minutes 41 seconds West 203.81 feet; 5) South 00 degrees 21 minutes 19 seconds East 20.76 feet; 6) South 89 degrees 38 minutes 41 seconds West 160.00 feet; 7) North 00 degrees 21 minutes 19 seconds West 120.00 feet; 8) South 89 degrees 38 minutes 41 seconds West 454.52 feet; 9) South 00 degrees 21 minutes 19 seconds East 31.00 feet; 10) South 89 degrees 38 minutes 41 seconds West 210.00 feet; 11) South 00 degrees 21 minutes 19 seconds East 49.00 feet; 12) South 89 degrees 38 minutes 41 seconds West 160.00 feet; 13) North 00 degrees 21 minutes 19 seconds West 90.00 feet; 14) South 89 degrees 38 minutes 41 seconds West 151.81 feet to the West line of the Southeast Quarter of said Section 21; 15) South 89 degrees 38 minutes 41 seconds West 628.35 feet to the East line of the Bennett Subdivision, recorded as Instrument Number 2004-49422 in Plat Cabinet 3, Slide 443 in said Recorder's Office; thence North 00 degrees 21 minutes 19 seconds West 60.95 feet to the North line of said Bennett Subdivision; thence South 89 degrees 38 minutes 41 seconds West 116.48 feet to the East line of Westwood Estates, Section 1, recorded as Instrument Number 2003-124222 in Plat Cabinet 3, Slide 313 in said Recorder's Office; thence North 00 degrees 05 minutes 41 seconds West 1,275.72 feet along the East line of said Westwood Estates and parallel to the West line of the East Half of said Quarter Section to the South right of way line of West 141st Street recorded as Instrument Number 1995-6669 in said Recorder's Office; thence North 89 degrees 39 minutes 54 seconds East 748.82 feet along said South right of way line; thence North 89 degrees 40 minutes 24 seconds East 1,345.38 feet along said South right of way line to the East line of said Half Quarter Section also the West line of Saddle Creek, Section 3 recorded as Instrument Number 1999-11339 in Plat Cabinet 2, Slide 227 in said Recorder's Office; thence South 00 degrees 13 minutes 55 seconds West 1,445.04 feet along said West line to the Northeast corner of Said Westmont, Section 1 and the place of beginning, containing 65.576 acres, more or less.





JAMES BRAINARD, MAYOR

November 23, 2016

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

RE: Request for Variance (Irrigation System), 11590 Meridian Street North

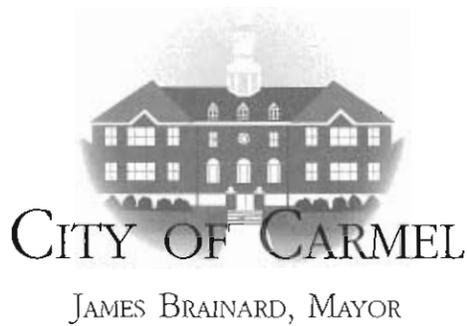
Dear Board Members:

Ryan Wells on behalf of REI Real Estate Services, LLC has requested a variance from section 6-227 (a) (4) of the City of Carmel Code for the installation of a private irrigation system within the right-of-ways of 116<sup>th</sup> Street and Illinois Street. It is not expected that the improvement will result in a Detriment (as defined in City Code) to the subject property or the adjacent properties or a hazard to the motoring public. The Department recommends that the Board approve the variance conditioned upon the following:

1. Petitioner enters into a Consent-to-Encroach Agreement (which will more specifically identify the locations of the encroachments) with the City and records the Agreement.
2. Petitioner (and successors and assigns) agrees to remedy (including removal of the improvement and/or relocating the improvements from the installed location) any issues that, in the opinion of the City, are resulting in a Detriment as defined in City Code.
3. Petitioner agrees that the water flow from the operation of the private irrigation system shall be directed away from the street travel lanes and shall not be permitted to spray onto, traverse or otherwise come into contact with any of the paved areas of adjacent roadways.
4. Petitioner agrees that the water flow from the operation of the private irrigation system shall be directed away from the multi-use path and shall not be permitted to spray onto or traverse the path.

Sincerely,

Jeremy Kashman, PE  
City Engineer



November 23, 2016

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

**Re: Consent to Encroach (Irrigation) at 11590 Meridian Street North**

Dear Board Members:

A Consent to Encroach document signed by Mr. Michael Wells, authorized representative of REI Investments, Inc., an Indiana Limited Partnership of the property with the common address 11590 North Meridian Street, 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 December 7, 2016 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", with a stylized flourish at the end.

**Jeremy Kashman, PE**  
City Engineer

ATTACHEMENT: CONSENT TO ENCROACH DOCUMENT

**CONSENT TO ENCROACH**

THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Fidelity Office Building II LP, 11590 Meridian Street North, 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 ("City").

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 an irrigation system on the Real Estate (the "Encroachment") which will encroach into those segments of Illinois Street and West 116<sup>th</sup> 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 approved the Owner's request for a variance from Carmel City Code Section 6-227(4) on 12/7/16; and  
*MW*

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.

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 Encroachment from what is depicted on Exhibit B, and to maintain the Encroachment 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 record this Agreement in the Office of the Hamilton County Recorder and to provide to City a recorded copy of same within ten (10) business days of the effective date of this Agreement. In the event this Agreement is not timely recorded by Owner, Owner agrees and consents to City recording same, at Owner's sole expense.
14. 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 18 hereof.
15. 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.
16. 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.
17. This Agreement shall be effective as of the date on which it is last executed by a party hereto.
18. 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"  
Fidelity Office Building II LP

**FIDELITY OFFICE BUILDING II, L.P.**,  
an Indiana limited partnership

By: REI Real Estate Services, LLC,  
Its General Partner

By: REI Investments, Inc.,  
Its Manager

By: Michael W. Wells  
Michael W. Wells, President

Signature \_\_\_\_\_

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

STATE OF INDIANA            )  
                                          ) SS:  
COUNTY OF Hamilton    )

Before me, a Notary Public in and for said County and State, personally appeared Michael W. Wells, 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 21<sup>st</sup> day of November, 2016.

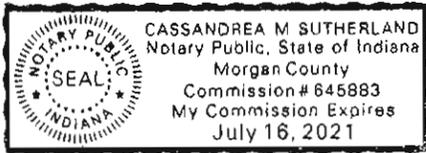
Cassandra M. Sutherland  
NOTARY PUBLIC

My Commission Expires:

July 16, 2021

Cassandra M. Sutherland  
Printed Name

My County of Residence: Morgan



"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: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Christine S. Pauley, Clerk-Treasurer  
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 CHRISTINE S. PAULEY, Clerk-Treasurer 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\_\_\_\_.

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

My Commission Expires:

\_\_\_\_\_  
Printed Name  
My County of Residence: \_\_\_\_\_

\_\_\_\_\_

This instrument was prepared by Douglas C. Haney, Esquire, 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. Douglas C. Haney, Esquire

EXHIBIT A

Record Land Description

Instrument #92-222  
A part of the Northwest Quarter of Section 2, Township 17 North, Range 3 East in Hamilton County, Indiana, being more particularly described as follows:

Commencing at the Northwest corner of said Northwest Quarter Section, thence North 89 degrees 11 minutes 58 seconds East (assumed bearing) along the North line of said Northwest Quarter Section 117.53 feet to Southeast corner of the Southeast Quarter of Section 34, Township 18 North, Range 3 East; thence North 88 degrees 30 minutes 17 seconds East along the said North Line 684.011 feet to the Beginning Point; thence South 00 degrees 13 minutes 58 seconds East 459.44 feet; thence North 89 degrees 46 minutes 02 seconds East 334.09 feet; thence South 00 degrees 13 minutes 58 seconds East 73.53 feet; thence North 89 degrees 46 minutes 02 seconds East 315.00 feet to a curve having a radius of 562.00 feet, the radius point of which bears South 78 degrees 38 minutes 08 seconds East; thence northerly along said curve 217.12 feet to a point which bears North 56 degrees 30 minutes 00 seconds West from said radius point; thence North 33 degrees 30 minutes 00 seconds East 115.02 feet to a curve having a radius of 223.00 feet, the radius point of which bears North 56 degrees 30 minutes 00 seconds West; thence Northerly along said curve 35.80 feet to a point which bears South 65 degrees 41 minutes 51 seconds East from said radius point; thence North 88 degrees 30 minutes 17 seconds East parallel with said North line, 13.55 feet to a curve having a radius of 235.00 feet, the radius point of which bears North 67 degrees 06 minutes 13 seconds West; thence Northerly along said curve 94.87 feet to a point which bears North 89 degrees 46 minutes 02 seconds East from said radius point; thence North 00 degrees 13 minutes 58 seconds West 133.11 feet to the North line of the said Northwest Quarter Section; thence South 88 degrees 30 minutes 17 seconds West along the said North line 843.854 feet to the Point of Beginning, containing 9 000 acres, more or less.

Instrument #96-29767

A part of the Northwest Quarter of Section 2, Township 17 North, Range 3 East in Hamilton County, Indiana, being described as follows:

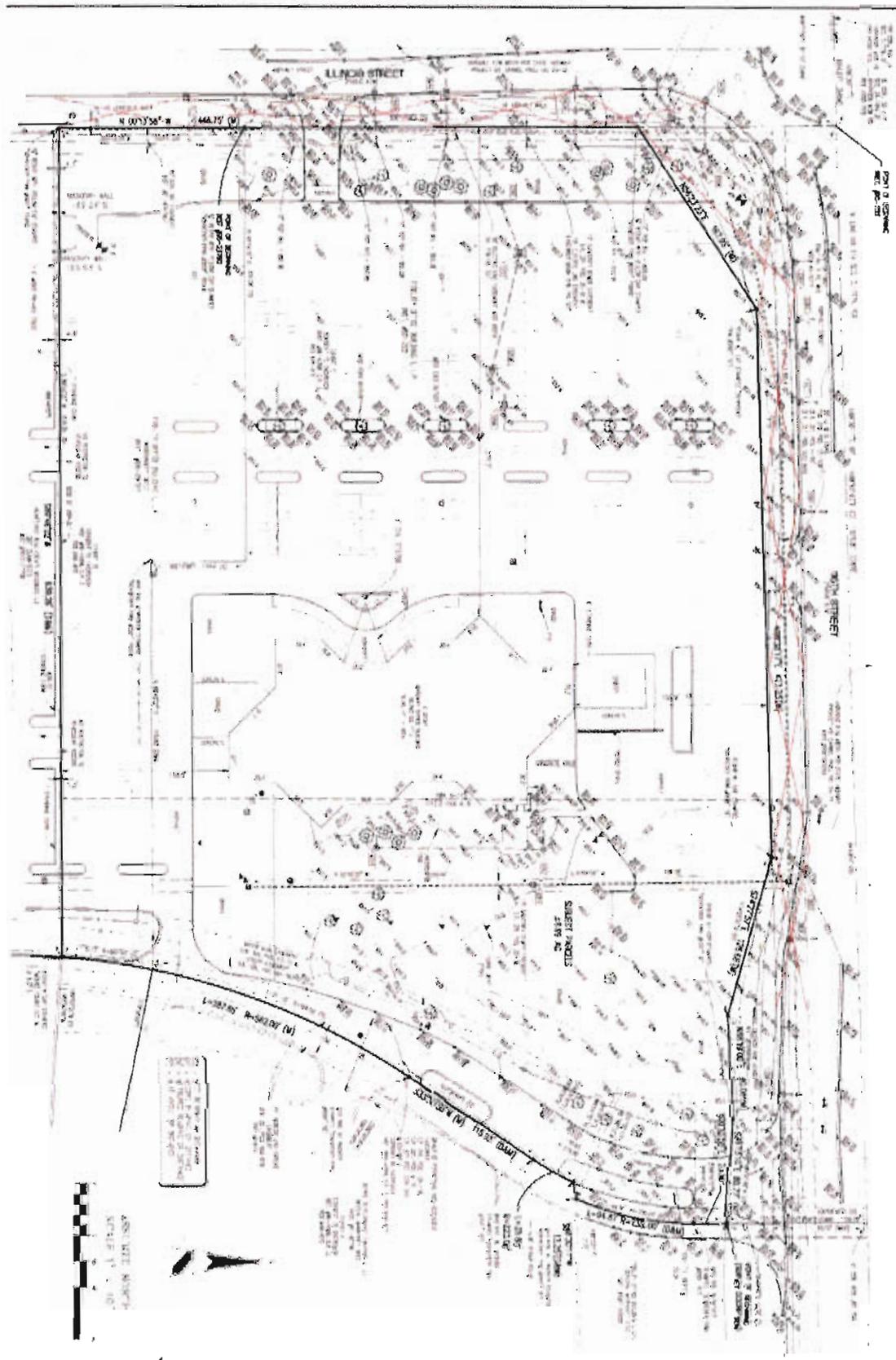
Commencing at the Northwest corner of said Quarter Section, thence North 89 degrees 11 minutes 58 seconds East along the North line thereof a distance of 117.53 feet to Southeast corner of the Southeast Quarter of Section 34, Township 18 North, Range 3 East; thence North 88 degrees 30 minutes 17 seconds East along the said North Line a distance of 684.011 feet; thence South 00 degrees 13 minutes 58 seconds East a distance of 459.44 feet to the Point of Beginning; thence North 89 degrees 46 minutes 02 seconds East a distance of 334.09 feet; thence South 00 degrees 13 minutes 58 seconds East a distance of 73.53 feet; thence North 89 degrees 46 minutes 02 seconds East a distance of 315.00 feet to a curve having a radius of 562.00 feet, the radius point of which bears South 78 degrees 38 minutes 08 seconds East; thence Southerly along said curve an arc distance of 217.12 feet to a point which bears North 56 degrees 30 minutes 00 seconds West from said radius point; thence North 33 degrees 30 minutes 00 seconds East 115.02 feet to a curve having a radius of 223.00 feet, the radius point of which bears North 56 degrees 30 minutes 00 seconds West; thence Northerly along said curve 35.80 feet to a point which bears South 65 degrees 41 minutes 51 seconds East from said radius point; thence North 88 degrees 30 minutes 17 seconds East parallel with said North line, 13.55 feet to a curve having a radius of 235.00 feet, the radius point of which bears North 67 degrees 06 minutes 13 seconds West; thence Northerly along said curve 94.87 feet to a point which bears North 89 degrees 46 minutes 02 seconds East from said radius point; thence North 00 degrees 13 minutes 58 seconds West 133.11 feet to the North line of the said Northwest Quarter Section; thence South 88 degrees 30 minutes 17 seconds West along the said North line 843.854 feet to the Point of Beginning, containing 1 800 acres, more or less.

Land Description (based on survey)

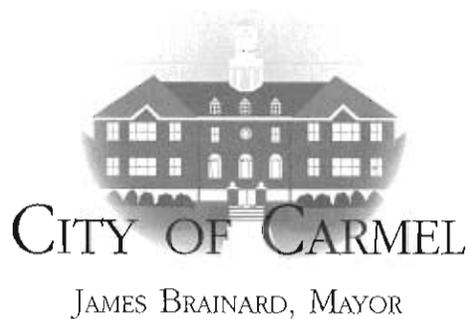
Part of the Northwest Quarter of Section 2, Township 17 North, Range 3 East in Hamilton County, Indiana, described as follows:

Commencing at a Horseshoe Monument of the Northwest corner of said Quarter Section, thence North 89 degrees 11 minutes 58 seconds East (assumed bearing) along the North line thereof a distance of 117.53 feet to the Southeast corner of the Southeast Quarter of Section 34, Township 18 North, Range 3 East; thence North 88 degrees 30 minutes 17 seconds East along said North line a distance of 1,523.87 feet to the northeast corner of a tract of land depicted in a deed recorded as Instrument Number 92-222 in the Office of the Recorder of Hamilton County, Indiana; thence South 00 degrees 13 minutes 58 seconds East along the east line of said land a distance of 109.29 feet to the POINT OF BEGINNING, said point being the intersection of said east line with the south line of 115th Street as defined in on "Agreed Findings and Judgment", recorded as Instrument No. 201-9008704, in said Recorder's Office, (the following six (6) courses being along the easterly lines of said tract): (1) South 05 degrees 13 minutes 58 seconds East 23.61 feet to a curve to the right having a radius of 235.00 feet, the radius point of which bears South 89 degrees 48 minutes 02 seconds West; (2) southerly along said curve an arc distance of 94.87 to a point which bears South 67 degrees 06 minutes 13 seconds East from said radius point; (3) South 88 degrees 30 minutes 17 seconds West 13.25 feet to a point on a non-tangent curve to the right having a radius of 223.00 feet, the radius point of which bears North 65 degrees 41 minutes 51 seconds West; (4) southerly along said curve an arc distance of 35.80 to a point which bears South 58 degrees 30 minutes 00 seconds East from said radius point; (5) South 33 degrees 30 minutes 00 seconds West 115.02 feet to a point on a curve to the left having a radius of 562.00 feet, the radius point of which bears South 56 degrees 30 minutes 00 seconds East; (6) southerly along said curve and along the east line of a tract of land described in a deed recorded as Instrument Number 96-29767 in said Recorder's Office on arc distance of 287.85 to the southeast corner thereof and to a point which bears North 85 degrees 50 minutes 48 seconds West from said radius point; thence South 89 degrees 46 minutes 02 seconds West along the south line of said land a distance of 838.26 feet to the southwest corner thereof; thence North 00 degrees 13 minutes 58 seconds West along the west line of said land and the west line of the aforesaid land recorded as Instrument Number 92-222 a distance of 448.75 feet to the intersection of said west line with the south line of 115th Street, per State Highway Project No. 04-12 recorded as Instrument No. 2007063255 in said Recorder's Office. (the following two (2) courses being along the aforesaid south line): (1) North 56 degrees 23 minutes 23 seconds East 167.95 feet; (2) North 88 degrees 30 minutes 17 seconds East 423.03 feet to the west-most corner of the aforesaid "Agreed Findings and Judgment", (the following three (3) courses being along the southerly lines thereof): (1) South 74 degrees 27 minutes 57 seconds East 126.68 feet; (2) North 88 degrees 19 minutes 00 seconds East 80.00 feet; (3) South 86 degrees 13 minutes 10 seconds 80.77 feet to the Point of Beginning, containing 839 acres, more or less.

EXHIBIT B







November 16, 2016

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

**Re: Request for Variance (Fence) at 14369 Oak Ridge Court**

Dear Board Members:

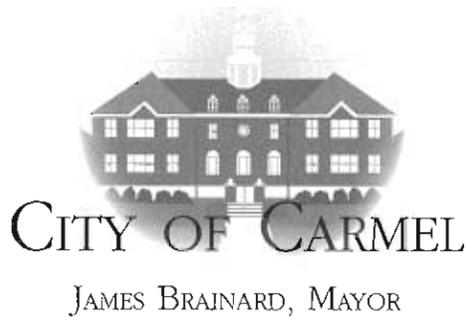
Mr. and Mrs. Kyle and Susan Saylor, owners of the property with the common address 14369 Oak Ridge Court, have requested a variance from Carmel City Code Section §6-227 (a)(4) for the installation of a fence within a portion of the lot designated as an easement. Generally, the fence is proposed to be installed at the location indicated on the attached exhibit.

It is not expected that the installation of the fence 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):

1. Petitioners enter into a Consent-to-Encroach Agreement with the City and record the Agreement.
2. Petitioners (and successors and assigns) agree to remedy any drainage issues resulting from the installation of the fence that, in the opinion of the City, represents a Detriment as defined in City Code.
3. Petitioners shall obtain approval from the HOA for installation of the fence if such approval is required by the restrictive covenants of the development.

Respectfully,

**Jeremy Kashman, PE**  
City Engineer



November 16, 2016

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

**Re: Consent to Encroach (Fence) at 14369 Oak Ridge Court**

Dear Board Members:

A Consent to Encroach document signed by Mr. and Mrs. Kyle and Susan Saylor, owners of the property with the common address 14369 Oak Ridge Court, 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 December 7, 2016 BPW meeting.

The Department of Engineering has reviewed and approved the encroachment document. Upon approval and signature by the Board Members the document will be recorded with the Hamilton County Recorder's Office.

Sincerely,

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

**Jeremy Kashman, PE**  
City Engineer

**ATTACHEMENT: CONSENT TO ENCROACH DOCUMENT**

**CONSENT TO ENCROACH**



THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Kyle and Susan Saylor, 14369 Oak Ridge Court, 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 ("City").

WITNESSETH:

WHEREAS, Owner owns in fee simple Lot 9 ("Lot") in Rohrer Woods, Section I which is located within the corporate limits of the City of Carmel, Indiana ("Subdivision"), which real estate is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, the official plat of the Subdivision was recorded in Plat Book 16, Page 88, Instrument 8825672 in the Office of the Hamilton County Recorder on December 2, 1988, as Rohrer Woods, Section I (the "Plat"); and

WHEREAS, the current Owner wishes to install a fence on the Lot (the "Site Improvement"); and

WHEREAS, Owner has given the City a sketch ("Sketch") depicting the location of the Site Improvement on the Lot, a copy of which is attached hereto and incorporated herein by this reference as Exhibit B; and

WHEREAS, the Site Improvement will be constructed on portions of the Lot designated as a Drainage, Utility, and Sewer Easements, identified as "10' D.U.&S.E." on Exhibit B (the "Easement"); and

WHEREAS, the Easement is beneficial to the City and its residents; and

WHEREAS, as indicated on the Sketch, the Site Improvement will encroach (the "Encroachment") upon the Easement, which Encroachment is crosshatched on Exhibit B; and

WHEREAS, City of Carmel Board of Public Works and Safety approved the Owner's request for a variance from Carmel City Code Section 6-227(4) on KRS 55; and

WHEREAS, Owner and City acknowledge the location of the Encroachment; and

WHEREAS, Owner acknowledges that this Agreement does not imply any approval of existing or future improvements not indicated by Owner on Exhibit B; and

WHEREAS, the location of the Site Improvement as indicated by the Owner on Exhibit B should not materially interfere with the City's use of the Easement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties mutually promise, agree and covenant as follows:

1. The foregoing preambles, recitations and definitions are made a part hereof as though such were fully set forth herein.
2. The City consents to the Encroachment for only so long as
  - (i) the Encroachment exists; and
  - (ii) Owner complies with all of the terms and provisions of this Agreement.
3. Owner covenants and agrees not to extend, increase, modify, alter, landscape, reconfigure or otherwise change the Site Improvement from what is depicted on Exhibit B, and to maintain the Site Improvement in good condition and repair.
4. Owner agrees that City shall have the right to remove any portion of the Site Improvement as City deems necessary, in City's sole discretion, to install, protect and/or repair any utility lines, sewer lines or drainage ditches located in the Easement, or for any other lawful purpose, and that, should the City take such action, the City shall incur no obligation to repair, replace or reimburse Owner for the cost of any damages thereby caused to the Site Improvement, the Lot, or to Owner.
5. Owner agrees and acknowledges that the City's consent to encroach upon the Easement, as provided in this instrument, regards the City's Easement interests only, and does not constitute permission or authority for the Owner to otherwise enter on, in, under, over, or upon the property interests of any other person without that person's consent even if such property interests are also located within the Easement.
6. Owner agrees to indemnify and hold harmless City, its officers, officials, members, employees, invitees, licensees and agents, from and against any and all losses, liabilities, damages, claims, judgments, attorney fees and costs arising from any bodily injury and/or death, and from any destruction or damage to any property or improvements, located on the Lot, or otherwise, and/or for any failure of proper disclosure pursuant to Paragraph 12 hereof, which results directly or indirectly from any act of Owner, its employees, contractors and/or agents in, on, under, across or to the Easement.
7. Owner agrees to reimburse City for any and all costs and expenses incurred by City to replace or repair any damage to the Easement and any improvements located therein caused by the installation, construction, maintenance and/or operation of the Site Improvement.

8. Owner agrees to record this Agreement in the Office of the Hamilton County Recorder and to provide to City a recorded copy of same within ten (10) business days of the effective date of this Agreement. In the event this Agreement is not timely recorded by Owner, Owner agrees and consents to City recording same, at Owner's sole expense.
9. 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.
10. 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.
11. This Agreement shall be effective as of the date on which it is last executed by a party hereto.
12. The Owner agrees to provide full disclosure of this Agreement to all persons, entities and others who acquire by or through Owner any interest in the Lot on and after the effective date of this Agreement.
13. Owner agrees not to alter the ground surface elevation within the limits of the easement at any time.
14. Owner agrees to remedy any drainage problems or issues, saturated soil or standing water on the Lot or adjacent properties determined by the City to be resulting from the Encroachment.

"OWNER"

KYLE SAYLOR

*[Handwritten Signature]*  
 Signature  
 Date: 11-9-16

SUSAN SAYLOR

*[Handwritten Signature]*  
 Signature  
 Date: 11/7/16

STATE OF INDIANA )

COUNTY OF Marion ) SS:

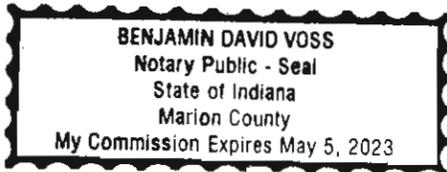
Before me, a Notary Public in and for said County and State, personally appeared KYLE & SUSAN SAYLOR, by me known, and who acknowledged the execution of the foregoing "CONSENT TO ENCROACH" as his or her voluntary act and deed.

Witness my hand and Notarial Seal this 7 day of November, 2016.

*[Handwritten Signature]*  
 NOTARY PUBLIC  
Benjamin David Voss  
 Printed Name

My Commission Expires: 05/05/2023

My County of Residence: Marion



"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: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Christine S. Pauley, Clerk-Treasurer  
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 CHRISTINE S. PAULEY, Clerk-Treasurer 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 Douglas C. Haney, Esquire, Corporate 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. Douglas C. Haney, Esquire

# Exhibit A

## **Land Description**

I, the undersigned, hereby certify that the within plat is a representation of the lands surveyed, subdivided and platted under my direct supervision and control and that it is true and correct to the best of my knowledge and belief.

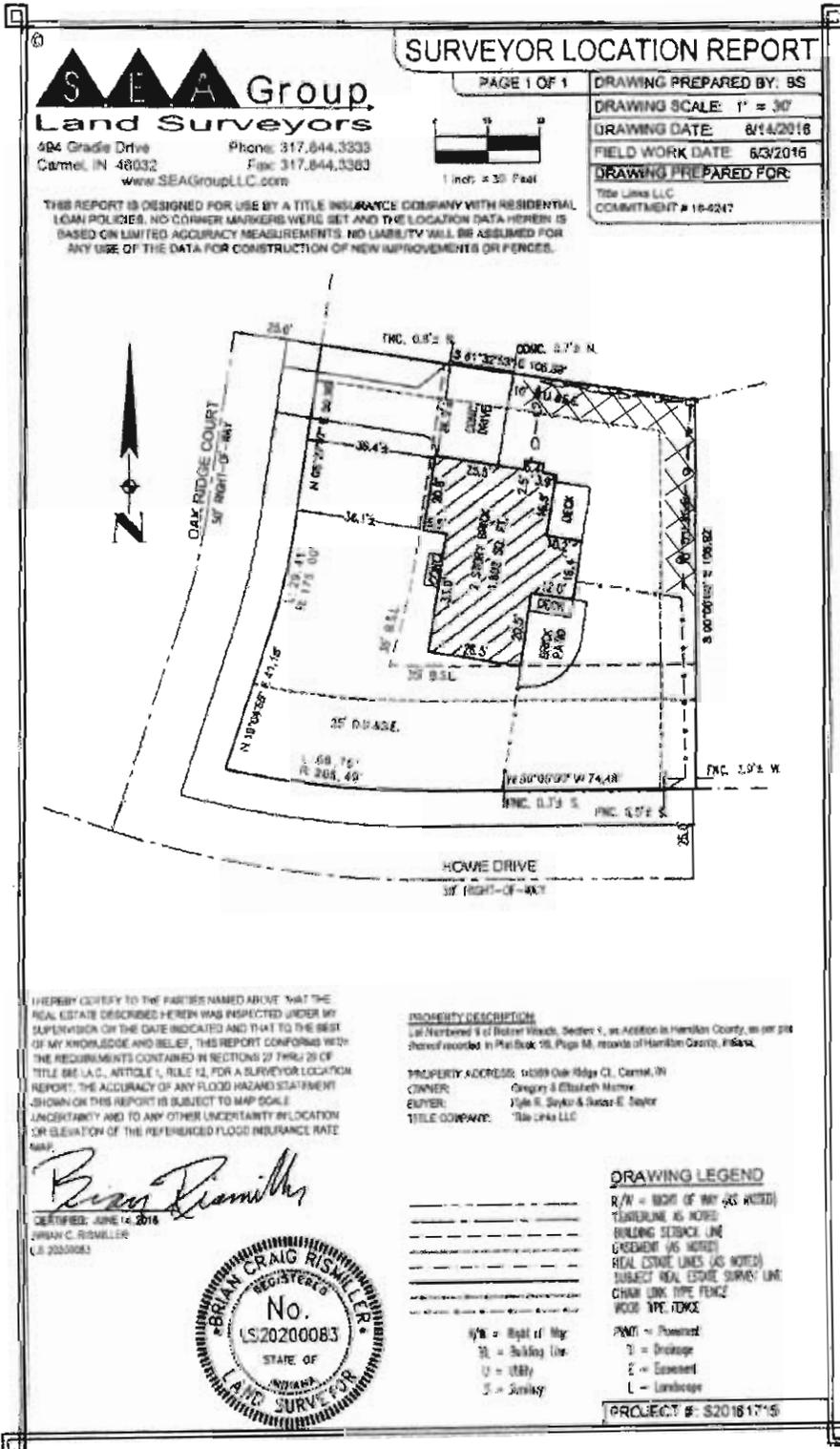
Part of the Northwest Quarter of Section 24, Township 18 North, Range 3 East, in Hamilton County, Indiana.

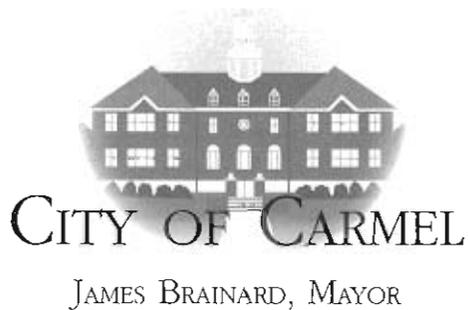
Beginning at the Southwest Corner of said Quarter Section (said point being the Northwest Corner of Village of Mount Carmel Ninth Section, the plat of which is recorded in Plat Book 7, Page 30-33 in the Office of the Recorder of Hamilton County, Indiana); thence North 00 degrees 00 minutes 00 seconds East (Assumed Bearing) along the west line of said Quarter Section a distance of 546.08 feet to the Southwest Corner of Hunter's Creek Village Section 3, the plat of which is recorded in Plat Book 11, Page 17-19 in said Recorders Office; thence North 88 degrees 39 minutes 22 seconds East along the south line of Hunter's Creek Village Section 3 a distance of 364.84 feet to the Southeast Corner of said Hunter's Creek Village Section 3; thence South 00 degrees 00 minutes 00 seconds West, parallel with the said west line a distance of 141.89 feet; thence South 03 degrees 09 minutes 50 seconds East a distance of 136.14 feet; thence North 76 degrees 17 minutes 09 seconds East a distance of 48.71 feet; thence North 68 degrees 06 minutes 40 seconds East a distance of 78.49 feet; thence South 48 minutes 16 seconds East a distance of 98.36 feet; thence North 41 degrees 43 minutes 44 seconds East a distance of 10.58 feet; thence South 48 degrees 16 minutes 16 seconds East a distance of 151.18 feet; thence South 02 degrees 30 minutes 53 seconds East a distance of 143.43 feet to the north line of said Village of Mount Carmel Ninth Section; thence South 88 degrees 39 minutes 50 seconds West along the said north line a distance of 692.16 feet to the Beginning Point, containing 6.431 acres, more or less.

This subdivision consists of 14 lots number 1 through 14, together with streets, easements and public ways as shown on the within plat.

The size of lots and widths of streets and easements are shown in figures denoting feet and decimal part thereof.

# Exhibit B





November 16, 2016

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

**Re: Consent to Encroach (Fence) at 4721 Wellswood Bend**

Dear Board Members:

A Consent to Encroach document signed by Mr. and Mrs. Matthew and LaDonna Neuhaus, owners of the property with the common address 4721 Wellswood Bend, 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 December 7, 2016 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 "Jeremy Kashman".

**Jeremy Kashman, PE**  
City Engineer

**ATTACHEMENT: CONSENT TO ENCROACH DOCUMENT**

**CONSENT TO ENCROACH**



THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Matthew and LaDonna Neuhaus, 4721 Wellswood Bend, Carmel, Hamilton County, Indiana 46033, (individually and collectively, "Owner"), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety ("City").

WITNESSETH:

WHEREAS, Owner owns in fee simple Lot 32 ("Lot") in Gray Oaks which is located within the corporate limits of the City of Carmel, Indiana ("Subdivision"), which real estate is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, the official plat of the Subdivision was recorded in Plat Cabinet 5, Slide 213, Instrument Number 2014020027 in the Office of the Hamilton County Recorder on May 29, 2014 as Gray Oaks (the "Plat"); and

WHEREAS, the current Owner wishes to install a fence on the Lot (the "Site Improvement"); and

WHEREAS, Owner has given the City a sketch ("Sketch") depicting the location of the Site Improvement on the Lot, a copy of which is attached hereto and incorporated herein by this reference as Exhibit B; and

WHEREAS, the Site Improvement will be constructed on portions of the Lot designated as 20' Drainage and Utility Easement identified as "20' DUE" on Exhibit B (the "Easement"); and

WHEREAS, the Easement is beneficial to the City and its residents; and

WHEREAS, as indicated on the Sketch, the Site Improvement will encroach (the "Encroachment") upon the Easement, which Encroachment is crosshatched on Exhibit B; and

WHEREAS, City of Carmel Board of Public Works and Safety approved the Owner's request for a variance from Carmel City Code Section 6-227(4) on 12/7/16; and

*MN LM*  
WHEREAS, Owner and City acknowledge the location of the Encroachment; and

WHEREAS, Owner acknowledges that this Agreement does not imply any approval of existing or future improvements not indicated by Owner on Exhibit B; and

WHEREAS, the location of the Site Improvement as indicated by the Owner on Exhibit B should not materially interfere with the City's use of the Easement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties mutually promise, agree and covenant as follows:

1. The foregoing preambles, recitations and definitions are made a part hereof as though such were fully set forth herein.
2. The City consents to the Encroachment for only so long as
  - (i) the Encroachment exists; and
  - (ii) Owner complies with all of the terms and provisions of this Agreement.
3. Owner covenants and agrees not to extend, increase, modify, alter, landscape, reconfigure or otherwise change the Site Improvement from what is depicted on Exhibit B, and to maintain the Site Improvement in good condition and repair.
4. Owner agrees that City shall have the right to remove any portion of the Site Improvement as City deems necessary, in City's sole discretion, to install, protect and/or repair any utility lines, sewer lines or drainage ditches located in the Easement, or for any other lawful purpose, and that, should the City take such action, the City shall incur no obligation to repair, replace or reimburse Owner for the cost of any damages thereby caused to the Site Improvement, the Lot, or to Owner.
5. Owner agrees and acknowledges that the City's consent to encroach upon the Easement, as provided in this instrument, regards the City's Easement interests only, and does not constitute permission or authority for the Owner to otherwise enter on, in, under, over, or upon the property interests of any other person without that person's consent even if such property interests are also located within the Easement.
6. Owner agrees to indemnify and hold harmless City, its officers, officials, members, employees, invitees, licensees and agents, from and against any and all losses, liabilities, damages, claims, judgments, attorney fees and costs arising from any bodily injury and/or death, and from any destruction or damage to any property or improvements, located on the Lot, or otherwise, and/or for any failure of proper disclosure pursuant to Paragraph 12 hereof, which results directly or indirectly from any act of Owner, its employees, contractors and/or agents in, on, under, across or to the Easement.
7. Owner agrees to reimburse City for any and all costs and expenses incurred by City to replace or repair any damage to the Easement and any improvements located therein caused by the installation, construction, maintenance and/or operation of the Site Improvement.

8. Owner agrees to record this Agreement in the Office of the Hamilton County Recorder and to provide to City a recorded copy of same within ten (10) business days of the effective date of this Agreement. In the event this Agreement is not timely recorded by Owner, Owner agrees and consents to City recording same, at Owner's sole expense.
9. 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.
10. 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.
11. This Agreement shall be effective as of the date on which it is last executed by a party hereto.
12. The Owner agrees to provide full disclosure of this Agreement to all persons, entities and others who acquire by or through Owner any interest in the Lot on and after the effective date of this Agreement.
13. Owner agrees not to alter the ground surface elevation within the limits of the easement at any time.
14. Owner agrees to remedy any drainage problems or issues, saturated soil or standing water on the Lot or adjacent properties determined by the City to be resulting from the Encroachment.

"OWNER"

Matthew C. Neuhaus

Matthew C. Neuhaus  
 Signature  
 Date: 11/8/16

LaDonna M. Neuhaus

LaDonna M. Neuhaus  
 Signature  
 Date: 11/8/16



STATE OF INDIANA )  
 COUNTY OF Hamilton ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Matthew C. Neuhaus and LaDonna M. Neuhaus 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 8<sup>th</sup> day of November, 2016  
Tina Keesling

My Commission Expires:  
February 19, 2017

NOTARY PUBLIC  
Tina Keesling  
 Printed Name

My County of Residence: Marion

“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: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Christine S. Pauley, Clerk-Treasurer  
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 CHRISTINE S. PAULEY, Clerk-Treasurer 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 Douglas C. Haney, Esquire, Corporate Counsel, One Civic Square, Carmel, Indiana 46032.

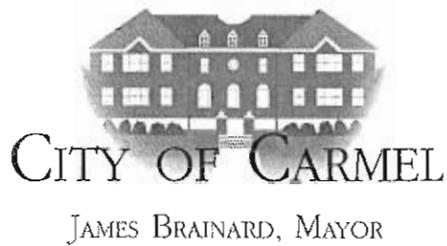
I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Douglas C. Haney, Esquire

## EXHIBIT A

### PLAT DESCRIPTION

A PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 18 NORTH, RANGE 4 EAST, HAMILTON COUNTY, INDIANA, BEING DESCRIBED AS FOLLOWS:

Commencing at the Southeast Corner of said Quarter; thence North 00 degrees 15 minutes 46 seconds West (assumed bearing) along the East line thereof a distance of 1023.68 feet to the PLACE OF BEGINNING, also being the southeast corner of Oakbrook Subdivision, recorded as Instrument #92-17543, Plat Cabinet 1, Slide 22B, in the Office of the Recorder of Hamilton County, Indiana; thence North 89 degrees 21 minutes 16 seconds West parallel with the South line of said Quarter and along the north line of said subdivision and the westerly extension thereof a distance of 1326.25 feet to the West line of said East Half; thence North 00 degrees 10 minutes 41 seconds West along said West line a distance of 618.37 feet to the north line of 25 acres off the south end of the West Half of said East Half; thence South 89 degrees 21 minutes 16 seconds East parallel with said South line and along said north line a distance of 662.66 feet to the West line of the East Half of said East Half; thence North 00 degrees 13 minutes 14 seconds West along said west line a distance of 328.97 feet; thence South 89 degrees 21 minutes 16 seconds East a distance of 662.42 feet to the East line of said Quarter; thence South 00 degrees 15 minutes 46 seconds East along said East line a distance of 947.36 feet to the PLACE OF BEGINNING, containing 23.822 acres, more or less.



November 22, 2016

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

**Re: Consent to Encroach (Fence) at 1636 Nordland Drive**

Dear Board Members:

A Consent to Encroach document signed by Ms. Ashley Evans Shelton, owner of the property with the common address 1636 Nordland Drive, 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 December 7, 2016 BPW meeting.

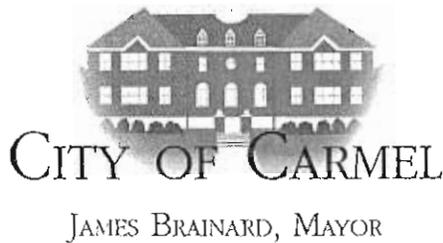
The Department of Engineering has reviewed and approved the encroachment document. Upon approval and signature by the Board Members the document will be recorded with the Hamilton County Recorder's Office.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeremy Kashman".

**Jeremy Kashman, PE**  
City Engineer

**ATTACHEMENT: CONSENT TO ENCROACH DOCUMENT**



November 22, 2016

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

**Re: Consent to Encroach (Fence) at 1636 Nordland Drive**

Dear Board Members:

Ms. Ashley Evans Shelton, owner of the property with the common address 1636 Nordland Drive, have requested a variance from Carmel City Code Section §6-227 (a)(4) for the installation of a fence within a portion of the lot designated as an easement. Generally, the fence 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):

1. Petitioners enter into a Consent-to-Encroach Agreement with the City and record the Agreement.
2. Petitioners (and successors and assigns) agree to remedy any drainage issues resulting from the installation of the fence that, in the opinion of the City, represents a Detriment as defined in City Code.
3. Petitioners shall obtain approval from the HOA for installation of the fence if such approval is required by the restrictive covenants of the development.
4. Petitioners shall obtain approval from the Hamilton County Drainage Board for encroachment to the utility easement along the western property line.

Respectfully,

Jeremy Kashman, PE  
City Engineer

CONSENT TO ENCROACH



THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Ashley Evans Shelton, 1636 Nordland Drive, 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 ("City").

WITNESSETH:

WHEREAS, Owner owns in fee simple Lot 131 ("Lot") in Westmont, Section 2B which is located within the corporate limits of the City of Carmel, Indiana ("Subdivision"), which real estate is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, the official plat of the Subdivision was recorded in Plat Cabinet 5, Slide 349, Instrument 2015026596, in the Office of the Hamilton County Recorder on June 3, 2016 as Westmont, Section 2B (the "Plat"); and

WHEREAS, the current Owner wishes to install a fence on the Lot (the "Site Improvement"); and

WHEREAS, Owner has given the City a sketch ("Sketch") depicting the location of the Site Improvement on the Lot, a copy of which is attached hereto and incorporated herein by this reference as Exhibit B; and

WHEREAS, the Site Improvement will be constructed on portions of the Lot designated as a Regulated Drain Easement, identified as "15' R.D.E" on Exhibit B (the "Easement"); and

WHEREAS, the Easement is beneficial to the City and its residents; and

WHEREAS, as indicated on the Sketch, the Site Improvement will encroach (the "Encroachment") upon the Easement, which Encroachment is crosshatched on Exhibit B; and

WHEREAS, City of Carmel Board of Public Works and Safety approved the Owner's request for a variance from Carmel City Code Section 6-227(4) on \_\_\_\_\_; and



WHEREAS, Owner and City acknowledge the location of the Encroachment; and

WHEREAS, Owner acknowledges that this Agreement does not imply any approval of existing or future improvements not indicated by Owner on Exhibit B; and

WHEREAS, the location of the Site Improvement as indicated by the Owner on Exhibit B should not materially interfere with the City's use of the Easement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties mutually promise, agree and covenant as follows:

1. The foregoing preambles, recitations and definitions are made a part hereof as though such were fully set forth herein.
2. The City consents to the Encroachment for only so long as
  - (i) the Encroachment exists; and
  - (ii) Owner complies with all of the terms and provisions of this Agreement.
3. Owner covenants and agrees not to extend, increase, modify, alter, landscape, reconfigure or otherwise change the Site Improvement from what is depicted on Exhibit B, and to maintain the Site Improvement in good condition and repair.
4. Owner agrees that City shall have the right to remove any portion of the Site Improvement as City deems necessary, in City's sole discretion, to install, protect and/or repair any utility lines, sewer lines or drainage ditches located in the Easement, or for any other lawful purpose, and that, should the City take such action, the City shall incur no obligation to repair, replace or reimburse Owner for the cost of any damages thereby caused to the Site Improvement, the Lot, or to Owner.
5. Owner agrees and acknowledges that the City's consent to encroach upon the Easement, as provided in this instrument, regards the City's Easement interests only, and does not constitute permission or authority for the Owner to otherwise enter on, in, under, over, or upon the property interests of any other person without that person's consent even if such property interests are also located within the Easement.
6. Owner agrees to indemnify and hold harmless City, its officers, officials, members, employees, invitees, licensees and agents, from and against any and all losses, liabilities, damages, claims, judgments, attorney fees and costs arising from any bodily injury and/or death, and from any destruction or damage to any property or improvements, located on the Lot, or otherwise, and/or for any failure of proper disclosure pursuant to Paragraph 12 hereof, which results directly or indirectly from any act of Owner, its employees, contractors and/or agents in, on, under, across or to the Easement.
7. Owner agrees to reimburse City for any and all costs and expenses incurred by City to replace or repair any damage to the Easement and any improvements located therein caused by the installation, construction, maintenance and/or operation of the Site Improvement.

8. Owner agrees to record this Agreement in the Office of the Hamilton County Recorder and to provide to City a recorded copy of same within ten (10) business days of the effective date of this Agreement. In the event this Agreement is not timely recorded by Owner, Owner agrees and consents to City recording same, at Owner's sole expense.
9. 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.
10. 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.
11. This Agreement shall be effective as of the date on which it is last executed by a party hereto.
12. The Owner agrees to provide full disclosure of this Agreement to all persons, entities and others who acquire by or through Owner any interest in the Lot on and after the effective date of this Agreement.
13. Owner agrees not to alter the ground surface elevation within the limits of the easement at any time.
14. Owner agrees to remedy any drainage problems or issues, saturated soil or standing water on the Lot or adjacent properties determined by the City to be resulting from the Encroachment.

"OWNER"

ASHLEY EVANS SHELTON

Ashley Evans Shelton  
 Signature  
 Date: 11/18/16

STATE OF INDIANA )  
 COUNTY OF Hamilton ) SS:

Before me, a Notary Public in and for said County and State, personally appeared ASHLEY EVANS SHELTON, 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 18th day of November, 2016.

My Commission Expires:  
May 18 2024

Lisa M Scott  
 NOTARY PUBLIC  
Lisa M Scott  
 Printed Name

My County of Residence: Hamilton

"CITY"

CITY OF CARMEL, INDIANA,  
BY AND THROUGH ITS BOARD OF  
PUBLIC WORKS AND SAFETY

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

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

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

ATTEST:

\_\_\_\_\_  
Christine S. Pauley, Clerk-Treasurer  
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 CHRISTINE S. PAULEY, Clerk-Treasurer 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 Douglas C. Haney, Esquire, Corporate Counsel, One Civic Square, Carmel, Indiana 46032.

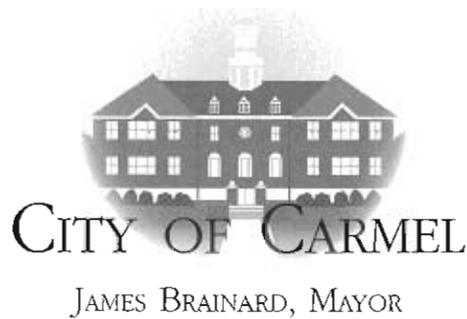
I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Douglas C. Haney, Esquire

## Exhibit A

A part of the South Half of Section 21, Township 18 North, Range 3 East, Clay Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Half Section; thence South 89 degrees 38 minutes 41 seconds West along the South line of said Half Section a distance of 1,337.65 feet to the Southeast corner of the West Half of the Southeast Quarter of said Section; thence continuing South 89 degrees 38 minutes 41 seconds West along said South line 480.00 feet to the Southeast corner of Westmont, Section 1 a subdivision in Hamilton County, Indiana, the Final Plat of which is recorded as Instrument Number 2009-015797, Plat Cabinet 4, Slide 524, Dated: March 23, 2009 in the Office of the Recorder, Hamilton County, Indiana; thence along the bounds of said Subdivision by the next fifteen (15) courses: 1) North 00 degrees 13 minute 55 seconds East 600.00 feet parallel with the East line of said Half Quarter Section; 2) North 89 degrees 38 minutes 41 seconds East 480.00 feet parallel to the South line of said Quarter Section to the East line of said Half Quarter Section; 3) North 00 degrees 13 minutes 55 seconds East 545.78 feet along said East line to the POINT OF BEGINNING of this description; 4) thence South 89 degrees 38 minutes 41 seconds West 203.81 feet; 5) South 00 degrees 21 minutes 19 seconds East 20.76 feet; 6) South 89 degrees 38 minutes 41 seconds West 160.00 feet; 7) North 00 degrees 21 minutes 19 seconds West 120.00 feet; 8) South 89 degrees 38 minutes 41 seconds West 454.52 feet; 9) South 00 degrees 21 minutes 19 seconds East 31.00 feet; 10) South 89 degrees 38 minutes 41 seconds West 210.00 feet; 11) South 00 degrees 21 minutes 19 seconds East 49.00 feet; 12) South 89 degrees 38 minutes 41 seconds West 160.00 feet; 13) North 00 degrees 21 minutes 19 seconds West 90.00 feet; 14) South 89 degrees 38 minutes 41 seconds West 151.81 feet to the West line of the Southeast Quarter of said Section 21; 15) South 89 degrees 38 minutes 41 seconds West 628.35 feet to the East line of the Bennett Subdivision, recorded as Instrument Number 2004-49422 in Plat Cabinet 3, Slide 443 in said Recorder's Office; thence North 00 degrees 21 minutes 19 seconds West 60.95 feet to the North line of said Bennett Subdivision; thence South 89 degrees 38 minutes 41 seconds West 116.48 feet to the East line of Westwood Estates, Section 1, recorded as Instrument Number 2003-124222 in Plat Cabinet 3, Slide 313 in said Recorder's Office; thence North 00 degrees 05 minutes 41 seconds West 1,275.72 feet along the East line of said Westwood Estates and parallel to the West line of the East Half of said Quarter Section to the South right of way line of West 141st Street recorded as Instrument Number 1995-6669 in said Recorder's Office; thence North 89 degrees 39 minutes 54 seconds East 748.82 feet along said South right of way line; thence North 89 degrees 40 minutes 24 seconds East 1,345.38 feet along said South right of way line to the East line of said half Quarter Section also the West line of Saddle Creek, Section 3 recorded as Instrument Number 1999-11330 in Plat Cabinet 2, Slide 227 in said Recorder's Office, thence South 00 degrees 13 minutes 55 seconds West 1,445.04 feet along said West line to the Northeast corner of Said Westmont, Section 1 and the place of beginning, containing 65.576 acres, more or less.





November 23, 2016

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

**Re: Consent to Encroach (Irrigation) at 11590 Meridian Street North**

Dear Board Members:

A Consent to Encroach document signed by Mr. Michael Wells, authorized representative of REI Investments, Inc., an Indiana Limited Partnership of the property with the common address 11590 North Meridian Street, 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 December 7, 2016 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 "Jeremy Kashman".

**Jeremy Kashman, PE**  
City Engineer

**ATTACHEMENT: CONSENT TO ENCROACH DOCUMENT**

**CONSENT TO ENCROACH**



THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Fidelity Office Building II LP, 11590 Meridian Street North, 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 ("City").

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 an irrigation system on the Real Estate (the "Encroachment") which will encroach into those segments of Illinois Street and West 116<sup>th</sup> 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 approved the Owner's request for a variance from Carmel City Code Section 6-227(4) on 12/7/16; and  
*Mw*

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.

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 Encroachment from what is depicted on Exhibit B, and to maintain the Encroachment 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 record this Agreement in the Office of the Hamilton County Recorder and to provide to City a recorded copy of same within ten (10) business days of the effective date of this Agreement. In the event this Agreement is not timely recorded by Owner, Owner agrees and consents to City recording same, at Owner's sole expense.
14. 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 18 hereof.
15. 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.
16. 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.
17. This Agreement shall be effective as of the date on which it is last executed by a party hereto.
18. 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"  
Fidelity Office Building II LP

Signature \_\_\_\_\_

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

**FIDELITY OFFICE BUILDING II, L.P.,**  
an Indiana limited partnership

By: REI Real Estate Services, LLC,  
Its General Partner

By: REI Investments, Inc.,  
Its Manager

By: *Michael W. Wells*  
Michael W. Wells, President

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Hamilton )

Before me, a Notary Public in and for said County and State, personally appeared Michael W. Wells, 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 21<sup>st</sup> day of November, 2016.

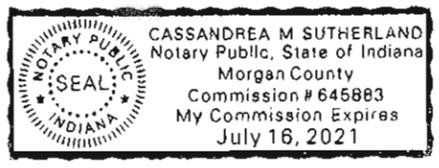
*Cassandra M. Sutherland*  
NOTARY PUBLIC

My Commission Expires:

July 16, 2021

Cassandra M Sutherland  
Printed Name

My County of Residence: Morgan



"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: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Christine S. Pauley, Clerk-Treasurer  
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 CHRISTINE S. PAULEY, Clerk-Treasurer of THE CITY OF CARMEL, who acknowledged the execution of the foregoing "Consent To Eneroach" on behalf of the City of Carmel, Indiana.

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

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

My Commission Expires:

\_\_\_\_\_  
Printed Name  
My County of Residence: \_\_\_\_\_

\_\_\_\_\_

This instrument was prepared by Douglas C. Haney, Esquire, 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. Douglas C. Haney, Esquire

## EXHIBIT A

Record Land Description  
Instrument #92-222  
A part of the Northwest Quarter of Section 2, Township 17 North, Range 3 East in Hamilton County, Indiana, being more particularly described as follows:

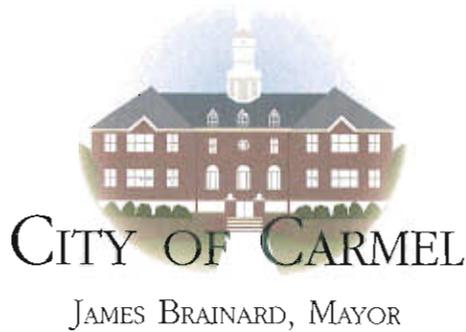
Commencing at the Northwest corner of said Northwest Quarter Section, thence North 89 degrees 11 minutes 58 seconds East (Assumed Bearing) along the North line of said Northwest Quarter Section 117.53 feet to Southeast corner of the Southeast Quarter of Section 34, Township 18 North, Range 3 East; thence North 88 degrees 30 minutes 17 seconds East along the said North Line 884.011 feet to the Beginning Point; thence South 00 degrees 13 minutes 58 seconds East 459.44 feet; thence North 89 degrees 48 minutes 02 seconds East 334.09 feet; thence South 00 degrees 13 minutes 58 seconds East 73.63 feet; thence North 89 degrees 46 minutes 02 seconds East 315.00 feet to a curve having a radius of 562.00 feet; thence South 00 degrees 13 minutes 58 seconds East along the said curve 217.12 feet to a point which bears North 56 degrees 30 minutes 00 seconds West from said radius point; thence North 53 degrees 30 minutes 00 seconds East 115.02 feet to a curve having a radius of 223.00 feet; the radius point of which bears North 55 degrees 30 minutes 00 seconds West; thence Northwesterly along said curve 35.80 feet to a point which bears South 85 degrees 41 minutes 51 seconds East from said radius point; thence North 88 degrees 30 minutes 17 seconds East parallel with said North line, 13.25 feet to a curve having a radius of 235.00 feet; the radius point of which bears North 67 degrees 06 minutes 13 seconds West; thence Northwesterly along said curve 94.87 feet to a point which bears North 89 degrees 48 minutes 02 seconds West from said radius point; thence North 00 degrees 13 minutes 58 seconds West 133.11 feet to the North line of the said Northwest Quarter Section; thence South 88 degrees 30 minutes 17 seconds West along the said North line 845.854 feet to the Point of Beginning, containing 9.000 acres, more or less.

Instrument #96-29787  
A part of the Northwest Quarter of Section 2, Township 17 North, Range 3 East in Hamilton County, Indiana, being described as follows:

Commencing at the Northwest corner of said Quarter Section, thence North 89 degrees 11 minutes 58 seconds East along the North line thereof a distance of 117.53 feet to Southeast corner of the Southeast Quarter of Section 34, Township 18 North, Range 3 East; thence North 88 degrees 30 minutes 17 seconds East along the said North Line a distance of 884.011 feet; thence South 00 degrees 13 minutes 58 seconds East a distance of 459.44 feet to the Point of Beginning; thence North 89 degrees 48 minutes 02 seconds East a distance of 334.09 feet; thence South 00 degrees 13 minutes 58 seconds East a distance of 73.63 feet; thence North 89 degrees 46 minutes 02 seconds East a distance of 315.00 feet to a curve having a radius of 562.00 feet; the radius point of which bears South 78 degrees 38 minutes 08 seconds East; thence Southerly along said curve on arc distance of 77.73 feet to a point which bears North 85 degrees 03 minutes 00 seconds West from said radius point; thence South 89 degrees 46 minutes 02 seconds West a distance of 839.26 feet; thence North 00 degrees 13 minutes 58 seconds West a distance of 143.83 feet to the Point of Beginning, Containing 1.800 acres, more or less.

Land Description (based on survey)  
Part of the Northwest Quarter of Section 2, Township 17 North, Range 3 East in Hamilton County, Indiana, described as follows:

Commencing at a Harrison Monument of the Northwest corner of said Quarter Section, thence North 89 degrees 11 minutes 58 seconds East (assumed bearing) along the North line thereof a distance of 117.53 feet to the Southeast corner of the Southeast Quarter of Section 34, Township 18 North, Range 3 East; thence North 88 degrees 30 minutes 17 seconds East along said North line a distance of 1,523.87 feet to the northeast corner of a tract of land described in a deed recorded as Instrument Number 82-222 in the Office of the Recorder of Hamilton County, Indiana, thence South 00 degrees 13 minutes 58 seconds East along the east line of said tract a distance of 109.29 feet to the POINT OF BEGINNING, said point being the intersection of said east line with the south line of 115th Street as defined in an "Agreed Findings and Judgement", recorded as Instrument No. 2015060704 in said Recorder's Office, (the following are (5) courses being along the easterly lines of said tract): (1) South 00 degrees 13 minutes 58 seconds East 23.81 feet to a curve to the right having a radius of 235.00 feet; the radius point of which bears South 89 degrees 48 minutes 02 seconds West; (2) southerly along said curve on arc distance of 94.87 feet to a point which bears South 87 degrees 06 minutes 13 seconds East from said radius point; (3) South 88 degrees 30 minutes 17 seconds West 13.25 feet to a point on a non-tangent curve to the right having a radius of 223.00 feet; the radius point of which bears North 85 degrees 41 minutes 51 seconds West; (4) southerly along said curve on arc distance of 35.80 feet to a point which bears South 56 degrees 30 minutes 00 seconds East from said radius point; (5) South 33 degrees 30 minutes 00 seconds West 115.02 feet to a point on a curve to the left having a radius of 362.00 feet; the radius point of which bears South 56 degrees 30 minutes 00 seconds East; (6) southerly along said curve and along the east line of a tract of land described in a deed recorded as Instrument Number 96-29787 in said Recorder's Office on arc distance of 287.85 feet to the southeast corner thereof and to a point which bears North 85 degrees 50 minutes 48 seconds West from said radius point; thence South 89 degrees 46 minutes 02 seconds West along the south line of said land a distance of 839.26 feet to the southwest corner thereof; thence North 00 degrees 13 minutes 58 seconds West along the west line of said land and the west line of the oversized land recorded as Instrument Number 92-222 a distance of 448.75 feet to the intersection of said west line with the south line of 115th Street, per State Highway Project No. 04-12 recorded as Instrument No. 20070612355 in said Recorder's Office, (the following two (2) courses being along the oversized south line): (1) North 56 degrees 23 minutes 23 seconds East 167.95 feet; (2) North 88 degrees 30 minutes 17 seconds East 423.03 feet to the west-most corner of the oversized "Agreed Findings and Judgement", (the following three (3) courses being along the southerly lines thereof): (1) South 74 degrees 27 minutes 57 seconds East 126.89 feet; (2) North 88 degrees 19 minutes 00 seconds East 80.00 feet; (3) South 86 degrees 13 minutes 10 seconds 90.77 feet to the Point of Beginning, containing 8.932 acres, more or less.



November 16, 2016

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

**Re: Consent to Encroach (Fence) at 14369 Oak Ridge Court**

Dear Board Members:

A Consent to Encroach document signed by Mr. and Mrs. Kyle and Susan Saylor, owners of the property with the common address 14369 Oak Ridge Court, 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 December 7, 2016 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", is written over a faint, light-colored signature line.

**Jeremy Kashman, PE**  
City Engineer

ATTACHEMENT: CONSENT TO ENCROACH DOCUMENT

**CONSENT TO ENCROACH**



THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Kyle and Susan Saylor, 14369 Oak Ridge Court, 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 ("City").

WITNESSETH:

WHEREAS, Owner owns in fee simple Lot 9 ("Lot") in Rohrer Woods, Section 1 which is located within the corporate limits of the City of Carmel, Indiana ("Subdivision"), which real estate is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, the official plat of the Subdivision was recorded in Plat Book 16, Page 88, Instrument 8825672 in the Office of the Hamilton County Recorder on December 2, 1988, as Rohrer Woods, Section 1 (the "Plat"); and

WHEREAS, the current Owner wishes to install a fence on the Lot (the "Site Improvement"); and

WHEREAS, Owner has given the City a sketch ("Sketch") depicting the location of the Site Improvement on the Lot, a copy of which is attached hereto and incorporated herein by this reference as Exhibit B; and

WHEREAS, the Site Improvement will be constructed on portions of the Lot designated as a Drainage, Utility, and Sewer Easements, identified as "10' D.U.&S.E." on Exhibit B (the "Easement"); and

WHEREAS, the Easement is beneficial to the City and its residents; and

WHEREAS, as indicated on the Sketch, the Site Improvement will encroach (the "Encroachment") upon the Easement, which Encroachment is crosshatched on Exhibit B; and

WHEREAS, City of Carmel Board of Public Works and Safety approved the Owner's request for a variance from Carmel City Code Section 6-227(4) on KRS 55; and

WHEREAS, Owner and City acknowledge the location of the Encroachment; and

WHEREAS, Owner acknowledges that this Agreement does not imply any approval of existing or future improvements not indicated by Owner on Exhibit B; and

WHEREAS, the location of the Site Improvement as indicated by the Owner on Exhibit B should not materially interfere with the City's use of the Easement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties mutually promise, agree and covenant as follows:

1. The foregoing preambles, recitations and definitions are made a part hereof as though such were fully set forth herein.
2. The City consents to the Encroachment for only so long as
  - (i) the Encroachment exists; and
  - (ii) Owner complies with all of the terms and provisions of this Agreement.
3. Owner covenants and agrees not to extend, increase, modify, alter, landscape, reconfigure or otherwise change the Site Improvement from what is depicted on Exhibit B, and to maintain the Site Improvement in good condition and repair.
4. Owner agrees that City shall have the right to remove any portion of the Site Improvement as City deems necessary, in City's sole discretion, to install, protect and/or repair any utility lines, sewer lines or drainage ditches located in the Easement, or for any other lawful purpose, and that, should the City take such action, the City shall incur no obligation to repair, replace or reimburse Owner for the cost of any damages thereby caused to the Site Improvement, the Lot, or to Owner.
5. Owner agrees and acknowledges that the City's consent to encroach upon the Easement, as provided in this instrument, regards the City's Easement interests only, and does not constitute permission or authority for the Owner to otherwise enter on, in, under, over, or upon the property interests of any other person without that person's consent even if such property interests are also located within the Easement.
6. Owner agrees to indemnify and hold harmless City, its officers, officials, members, employees, invitees, licensees and agents, from and against any and all losses, liabilities, damages, claims, judgments, attorney fees and costs arising from any bodily injury and/or death, and from any destruction or damage to any property or improvements, located on the Lot, or otherwise, and/or for any failure of proper disclosure pursuant to Paragraph 12 hereof, which results directly or indirectly from any act of Owner, its employees, contractors and/or agents in, on, under, across or to the Easement.
7. Owner agrees to reimburse City for any and all costs and expenses incurred by City to replace or repair any damage to the Easement and any improvements located therein caused by the installation, construction, maintenance and/or operation of the Site Improvement.

8. Owner agrees to record this Agreement in the Office of the Hamilton County Recorder and to provide to City a recorded copy of same within ten (10) business days of the effective date of this Agreement. In the event this Agreement is not timely recorded by Owner, Owner agrees and consents to City recording same, at Owner's sole expense.
9. 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.
10. 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.
11. This Agreement shall be effective as of the date on which it is last executed by a party hereto.
12. The Owner agrees to provide full disclosure of this Agreement to all persons, entities and others who acquire by or through Owner any interest in the Lot on and after the effective date of this Agreement.
13. Owner agrees not to alter the ground surface elevation within the limits of the easement at any time.
14. Owner agrees to remedy any drainage problems or issues, saturated soil or standing water on the Lot or adjacent properties determined by the City to be resulting from the Encroachment.

"OWNER"

KYLE SAYLOR

*[Handwritten Signature]*  
 Signature  
 Date: 11-7-16

SUSAN SAYLOR

*[Handwritten Signature]*  
 Signature  
 Date: 11/7/16

STATE OF INDIANA )

COUNTY OF Marion ) SS:

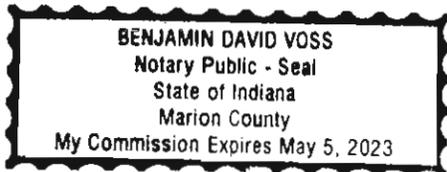
Before me, a Notary Public in and for said County and State, personally appeared KYLE & SUSAN SAYLOR, by me known, and who acknowledged the execution of the foregoing "CONSENT TO ENCROACH" as his or her voluntary act and deed.

Witness my hand and Notarial Seal this 7 day of November, 2016.

*[Handwritten Signature]*  
 NOTARY PUBLIC  
Benjamin David Voss  
 Printed Name

My Commission Expires: 05/05/2023

My County of Residence: Marion



“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: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Christine S. Pauley, Clerk-Treasurer  
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 CHRISTINE S. PAULEY, Clerk-Treasurer 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 Douglas C. Haney, Esquire, Corporate 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. Douglas C. Haney, Esquire

# Exhibit A

## Land Description

I, the undersigned, hereby certify that the within plat is a representation of the lands surveyed, subdivided and platted under my direct supervision and control and that it is true and correct to the best of my knowledge and belief.

Part of the Northwest Quarter of Section 24, Township 18 North, Range 3 East, in Hamilton County, Indiana.

Beginning at the Southwest Corner of said Quarter Section (said point being the Northwest Corner of Village of Mount Carmel Ninth Section, the plat of which is recorded in Plat Book 7, Page 30-33 in the Office of the Recorder of Hamilton County, Indiana); thence North 00 degrees 00 minutes 00 seconds East (Assumed Bearing) along the west line of said Quarter Section a distance of 546.08 feet to the Southwest Corner of Hunter's Creek Village Section 3, the plat of which is recorded in Plat Book 11, Page 17-19 in said Recorders Office; thence North 88 degrees 39 minutes 22 seconds East along the south line of Hunter's Creek Village Section 3 a distance of 364.84 feet to the Southeast Corner of said Hunter's Creek Village Section 3; thence South 00 degrees 00 minutes 00 seconds West, parallel with the said west line a distance of 141.89 feet; thence South 03 degrees 09 minutes 50 seconds East a distance of 136.14 feet; thence North 76 degrees 17 minutes 09 seconds East a distance of 48.71 feet; thence North 68 degrees 06 minutes 40 seconds East a distance of 78.49 feet; thence South 48 minutes 16 minutes 16 seconds East a distance of 98.36 feet; thence North 41 degrees 43 minutes 44 seconds East a distance of 10.58 feet; thence South 48 degrees 16 minutes 16 seconds East a distance of 151.18 feet; thence South 02 degrees 30 minutes 53 seconds East a distance of 143.43 feet to the north line of said Village of Mount Carmel Ninth Section; thence South 88 degrees 39 minutes 50 seconds West along the said north line a distance of 692.16 feet to the Beginning Point, containing 6.431 acres, more or less.

This subdivision consists of 14 lots number 1 through 14, together with streets, easements and public ways as shown on the within plat.

The size of lots and widths of streets and easements are shown in Figures denoting feet and decimal part thereof.