

Board of Public Works and Safety Meeting
Agenda
Wednesday, March 18, 2020 – 10:00 a.m.
Council Chambers City Hall One Civic Square

MEETING CALLED TO ORDER

1. MINUTES

- a. **Minutes from the March 4, 2020, Special Meeting**

2. BID/QUOTE OPENINGS AND AWARDS

- a. **Bid Award for Range Line Road Streetscape/Proscenium Streetscape – Project 16-ENG-70; Jeremy Kashman, City Engineer**
- b. **Quote Opening for 2020 Topiaries; Dave Huffman, Street Commissioner**

3. PERFORMANCE RELEASE APPROVAL REQUESTS

- a. **Resolution BPW-03-18-20-02; Worldwide Motors; Erosion Control; Lauth Construction**
- b. **Resolution BPW-03-18-20-03; Blackwell Park Phase 2; Streets; Old Town Design**
- c. **Resolution BPW-03-18-20-04; Ashmoor PUD; Erosion Control; RH of Indiana L.P.**
- d. **Resolution BPW-03-18-20-05; Jackson’s Grant Section 4; Common Walk/Signs; Jackson’s Grant Real Estate Company**

4. CONTRACTS

- a. **Request for Purchase of Goods and Services; Dolan Consulting Group, LLC; (\$45,000.00); Traffic Survey; Chief James Barlow, Carmel Police Department**
- b. **Resolution BPW 03-18-20-01; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Receipt of Contract; Brookshire Pool Club, Inc; (\$34,025.00); Mayor James Brainard**
- c. **Request for Purchase of Goods and Services; The Davey Tree Expert Company; (\$18,448.00); Chemical Application; Mike Hollibaugh, Director of the Department of Community Services**
- d. **Request for Purchase of Goods and Services; Skillsoft Corporation; (\$3,250.00); Training; Timothy Renick, Director of Information and Communication Systems**
- e. **Request for Purchase of Goods and Services; Applied Concepts, Inc; (\$38,360.00); Dual – 2 Antenna Radar System and Shipping; Chief James Barlow, Carmel Police Department**
- f. **Request for Purchase of Goods and Services; Courtesy Ford Motors, LLC; (\$865,618.72); 2020 Ford Police Interceptor AWD SUV/SUV K-9; Chief James Barlow, Carmel Police Department**
- g. **Request for Purchase of Goods and Services; Blunk Safety Systems, Inc; (\$171,995.52); Vehicle Emergency Lighting, Utility Cabinets; Chief James Barlow, Carmel Police Department**
- h. **Request for Purchase of Goods and Services; Hood’s Gardens, Inc; (\$22,552.50); Hanging Baskets; Dave Huffman, Street Commissioner**

- i. **Request for Sanitary Sewer Easement Agreement; Stephen and Jacqueline P. Delaplane; 5186 Briarwood Trail;** John Duffy, Director of the Department of Utilities

5. REQUEST TO USE CITY STREETS/PROPERTY

- a. **Request to Use/Close City Streets; 2020 Donut 5K; December 19, 2020; 8:30 a.m. – 9:40 a.m.;** Todd Oliver, Carmel Road Racing Group
- b. **Request to Use/Close City Streets and Sophia Square; Plein Air Paint Out Competition; September 20, 2020; 7:00 a.m. – 5:00 p.m.;** Meg Gates Osborne, City of Carmel
- c. **Request to Use Council Chambers; District 05 Candidate Forum and Climate and Clean Energy; April 13, 2020; 6:00 p.m. – 9:00 p.m.;** James A Grimes, Citizens' Climate Lobby
- d. **Request to Use Caucus Room; City of Carmel Mooncake Festival; March 25, April 20, May 20, June 15 and July 13, 2020; 5:30 p.m. – 6:30 p.m.;** Meg Gates Osborne, City of Carmel
- e. **Request to Use Center Green; Celebration of the Chinese Mooncake Festival; August 8, 2020; 2:00 p.m. – 10:00 p.m.;** Meg Gates Osborne, City of Carmel
- f. **Request to Use Veterans Plaza/Reflecting Pool; City of Carmel Memorial Day Ceremony; May 22, 2020; 7:00 a.m. – 11:00 a.m.;** Meg Gates Osborne, City of Carmel
- g. **Request to Use Center Green; City of Carmel Holocaust Remembrance Ceremony; April 24, 2020; 9:00 a.m. – 3:00 p.m.;** Meg Gates Osborne, City of Carmel
- h. **Request to Use Council Chambers; Educational and Inspirational Community Seminar; May 12, 2020; 12:00 p.m. – 9:00 p.m.;** Success Strategies Seminars
- i. **Request to Use/Close City Streets; RUN (317) Carmel; September 3, 2020; 1:00 p.m. – 9:30 p.m.;** Zach Campton, Vision Event Management

6. OTHER

- a. **Request for Parking Restrictions; Savor Restaurant – 211 W Main Street;** Jonathan Benham, Property Owner
- b. **Request for Lane Restrictions/Sidewalk Closures; 111 & 401 West Main Street – City Center Project;** Kristen Sprague, SignCraft
- c. **Request for Waiver of BPW Resolution No. 04-28-18-01/Lane Restriction; Guilford Road and Main Street to Grand Blvd;** Duke Energy
- d. **Request for New Curb Cut/Curb Cut Vacation; 12435 North Meridian – Hamilton Crossing;** Gene Beiremann, CHA

7. ADJOURNMENT

Board of Public Works and Safety Meeting
Minutes
Wednesday, March 4, 2020 – 10:00 a.m.
Council Chambers City Hall One Civic Square

MEETING CALLED TO ORDER

Board Member Burke the meeting to order at 10:01 a.m.

MEMBERS PRESENT

Mayor James Brainard, Board Members Mary Ann Burke and Lori Watson, City Clerk Sue Wolfgang and Deputy Clerk Jacob Quinn were present.

MINUTES

Minutes from the February 17, 2020, Special Meeting were approved 2-0 (Brainard abstained)

Minutes from the February 19, 2020, Regular Meeting were approved 2-0 (Brainard abstained)

BID/QUOTE OPENINGS AND AWARDS

Bid Opening for Range Line Road Streetscape/Proscenium Streetscape – Project 16-ENG-70;
Board Member Burke opened the quotes and read them aloud:

<u>Contractor</u>	<u>Quote</u>
<i>Morphey Construction</i>	<i>\$2,080,000</i>
<i>White Construction</i>	<i>2,213,683</i>

PERFORMANCE RELEASE APPROVAL REQUESTS

Resolution BPW-03-04-20-02; Lakes at Towne Road, Section III; Sidewalk; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Resolution BPW-03-04-20-03; Waterfront at West Clay, Section 2C; Curbs/Street Paving/Sidewalks/Monuments; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Resolution BPW-03-04-20-04; Overlook at Legacy, Section I; Sidewalk; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Resolution BPW-03-04-20-05; Blackwell Park, Phase 2; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Demo/Dirtwork/Monuments/Markers/Alley Paving; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Resolution BPW-03-04-20-06; Sunrise on the Monon, Block B; Erosion Control; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

CONTRACTS

Request for Purchase of Goods and Services; Victory Sun, Inc; (\$64,080.00); Public Relations, Media and Event Planning Services; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Thomas Reuters - West; (\$6,867.69); Library Reference Materials; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Blue Grass Farms, Inc; (\$60,000.00); Trees; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; TMT, Inc; (\$100,000.00); Tree Work; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Kelley Chevy, LLC; (\$55,200.00); 2020 Chevrolet Traverse LS AWD; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Water Line Easement Agreement; Indiana University Health; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Angel Oak Tree Care – Angel’s Touch Lawn Care, Inc; (\$150,000.00); Tree Removal and Other Landscape Services; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; White Construction; (\$999,192.65); Monon Boulevard Phase 2 – Project #16-ENG-22; CO #01; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Rieth-Riley; (\$232,862.12); 96th & Keystone Parkway – Project #16-ENG-05; CO #12; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Schutt Lookabill; (\$12,348.48); 136th Multi-Use Path & Pedestrian Bridge – Project #18-ENG-08; CO #7; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; E&B Paving; (\$9,189.44); Main Street Improvements – Project #14 -06; CO #12; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Utility Reimbursement Agreement; Citizens Water; (\$68,312.00); 96th & Gray Road Water Main Relocation Project; Jeremy Kashman, City Engineer

REQUEST TO USE CITY STREETS/PROPERTY

Request to Use/Close City Streets; St. Patrick's Day Celebration at Brockway Pub; March 14, 2020; 12:00 p.m. – 6:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request to Use/Close City Streets; 5K Annual Fundraiser; September 26, 2020; 7:00 a.m. – 10:30 a.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request to Use Civic Square Gazebo; Wedding; July 10, 2020; 3:00 p.m. – 9:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request to Use/Close City Streets; Freedom Run/Walk; July 4, 2020; 6:00 a.m. – 10:00 a.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request to Use Caucus Room; Management Training Meeting; April 2 and 16, 2020; 8:00 a.m. – 5:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request to Use Council Chambers; Overflow Church Meeting; Tuesdays, March 10-April 14, 2020; 7:00 p.m. – 9:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request to Use Civic Square Gazebo/Civic Square Fountain Area/City Streets; USA Today Wine and Food Experience; September 26, 2020; 9:00 a.m. – 12:00 a.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

OTHER

Resolution BPW 03-04-20-01; A Resolution of the City of Carmel Board of Public Works and Safety of the City of Carmel, Indiana, Approving the Transfer and Presentation of Pistol and Badge; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Performance Bond Amount Reduction; Waterfront at West Clay, Section 5A; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Lane Closure/Open Pavement Cut; 108th Street; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Lane Closure; 1991 West 116th Street; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Curb Cut/Curb Cut Vacation; 850 Pawnee Drive; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Waiver of BPW Resolution No. 04-28-17-01 and Lane Restriction; Remove and Replace Existing Pole Mounted Equipment and Risers; East 126th Street; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Lane Closure/Open Pavement Cut; 116th & Brooks Ct; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Secondary Plat; Jackson's Grant Section 6; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

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

Sue Wolfgang – City Clerk

Approved

Mayor James Brainard

ATTEST:

Sue Wolfgang – City Clerk

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

Date: March 10, 2020

Resolution No: BPW-03-18-20-02

From: CITY ENGINEER

Principal: LAUTH CONSTRUCTION

Surety: HANOVER INSURANCE

Board Members:

I have conducted final inspection at World Wide Motors for the following improvements:

<u>ITEM</u>	<u>SURETY NUMBER</u>	<u>AMOUNT</u>
Erosion Control	1037524	\$159,648.02

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

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

<u>ITEM</u>	<u>AMOUNT</u>
Erosion Control	\$15,964.80

APPROVED:

Jeremy Kashman, City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 18th day of March, 2020, that the listed Performance Guarantee for the World Wide Motors as listed above is hereby replaced and accepted by the City of Carmel, Indiana subject to the listed condition above.

Signed: _____ (Presiding Officer)

_____ (Member)

_____ (Member)

Board of Public Works and Safety

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

Date: March 10, 2020
Resolution No: BPW-03-18-20-03

From: CITY ENGINEER

Principal: OLD TOWN DEVELOPMENT

Surety: BOND SAFEGUARD

Board Members:

I have conducted final inspection at Blackwell Park phase 2 for the following improvements:

<u>ITEM</u>	<u>SURETY NUMBER</u>	<u>AMOUNT</u>
Streets	5055943	\$138,812.00

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

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

<u>ITEM</u>	<u>AMOUNT</u>
STREETS	\$20,821.80

APPROVED:

Jeremy Kashman, City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 18th day of March, 2020, that the listed Performance Guarantee for the Blackwell Park phase 2 as listed above is hereby replaced and accepted by the City of Carmel, Indiana subject to the listed condition above.

Signed: _____ (Presiding Office)

_____ (Member)

_____ (Member)

Board of Public Works and Safety

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

Date: March 10, 2020
Resolution No: BPW-03-18-20-04

From: CITY ENGINEER

Principal: RH OF INDIANA L.P.

Surety: CONTINENTAL INSURANCE COMPANY

Board Members:

I have conducted final inspection at Ashmoor PUD for the following improvement:

<u>ITEM</u>	<u>SURETY NUMBER</u>	<u>AMOUNT</u>
Erosion Control	929603704	\$80,000.00
BMP Structures	929603705	\$55,000.00

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

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

<u>ITEM</u>	<u>AMOUNT</u>
Erosion Control	\$8,000.00
BMP Structures	\$5,500.00

APPROVED:

Jeremy Kashman, City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 18th day of March, 2020, that the listed Performance Guarantee for the Ashmoor PUD as listed above is hereby replaced and accepted by the City of Carmel, Indiana subject to the listed condition above.

Signed: _____ (Presiding Officer)

_____ (Member)

_____ (Member)

Board of Public Works and Safety

To: Board of Public Works and Safety
City of Carmel, Indiana Date: March 11, 2020
Resolution No: BPW-03-18-20-05

From: CITY ENGINEER

Principal: JACKSON'S GRANT REAL ESTATE COMPANY, LLC

Surety: STANDARD FINANACIAL CORP.

Board Members:

I have conducted final inspection at Jackson's Grant Section 4 for the follow improvements:

<u>ITEM</u>	<u>SURETY NUMBER</u>	<u>AMOUNT</u>
Common Walk/Signs	LOC 1311JG4	\$17,204.20

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

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

<u>ITEM</u>	<u>AMOUNT</u>
Common Walk/Signs	\$1,720.42

APPROVED:

Jeremy Kashman, City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 18th day of March, 2020, that the listed Performance Guarantee for the Jackson's Grant Section 4 as listed above is hereby replaced and accepted by the City of Carmel, Indiana subject to the listed condition above.

Signed: _____ (Presiding Officer)

_____ (Member)

_____ (Member)

Board of Public Works and Safety



AGREEMENT FOR PURCHASE OF GOODS AND SERVICES

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

TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:**
Vendor acknowledges that it has read and understands this Agreement, and agrees that its execution of same constitutes its acceptance of all of the Agreement's terms and conditions.
2. **PERFORMANCE:**
City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 43-509.00 funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.
3. **PRICE AND PAYMENT TERMS:**
 - 3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than Forty Five Thousand Dollars (\$45,000.00) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within thirty-five (35) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.
 - 3.2 Vendor agrees not to provide any Goods and Services to City that would cause the total cost of the Goods and Services provided by Vendor to City hereunder to exceed the Estimate, unless City has previously agreed, in writing, to pay an amount in excess thereof.
4. **WARRANTY:**
Vendor expressly warrants that the Goods and Services covered by this Agreement will conform to those certain specifications, descriptions and/or quotations regarding same as were provided to Vendor by City and/or by Vendor to and accepted by City, all of which documents are incorporated herein by reference, and that the Goods and Services will be delivered in a timely, good and workmanlike manner and free from defect. Vendor acknowledges that it knows of City's intended use and expressly warrants that the Goods and Services provided to City pursuant to this Agreement have been selected by Vendor based upon City's stated use and are fit and sufficient for their particular purpose.
5. **TIME AND PERFORMANCE:**
This Agreement shall become effective as of the last date on which a party hereto executes same ("Effective Date"), and both parties shall thereafter perform their obligations hereunder in a timely manner. Time is of the essence of this Agreement.

6. **DISCLOSURE AND WARNINGS:**

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

7. **LIENS:**

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

8. **DEFAULT:**

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

9. **INSURANCE AND INDEMNIFICATION:**

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

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

10. GOVERNMENT COMPLIANCE:

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

11. NONDISCRIMINATION:

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

12. E-VERIFY:

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

13. NO IMPLIED WAIVER:

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

14. NON-ASSIGNMENT:

Vendor shall not assign or pledge this Agreement, whether as collateral for a loan or otherwise, and shall not delegate its obligations under this Agreement without City's prior written consent.

15. RELATIONSHIP OF PARTIES:

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

16. GOVERNING LAW; LAWSUITS:

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

17. SEVERABILITY:

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

18. NOTICE:

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

If to City:	City of Carmel Police Department 3 Civic Square Carmel, Indiana 46032	AND	Douglas C. Haney, Corporation Counsel Department of Law One Civic Square Carmel, Indiana 46032
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If to Vendor:	Dolan Consulting Group, LLC 2840 Plaza Pl, Suite 325 Raleigh, North Carolina 27612
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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, 2020 and shall, on the first day of each January thereafter, automatically renew for a period of one (1) calendar year, unless otherwise agreed by the parties hereto.

23. HEADINGS

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

24. BINDING EFFECT

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

25. NO THIRD PARTY BENEFICIARIES

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

26. DEBARMENT AND SUSPENSION

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

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

27. **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.

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

CITY OF CARMEL, INDIANA

Dolan Consulting Group, LLC

by and through its Board of Public
Works and Safety

By:

By:

James Brainard, Presiding Officer

Date: _____


Authorized Signature

Heenan Dolan
Printed Name

Mary Ann Burke, Member

Date: _____

Business Development Manager
Title

Lori S. Watson, Member

Date: _____

FID/TIN: 81-1229690

Last Four of SSN if Sole Proprietor: _____

ATTEST:

Date: 02/28/2020

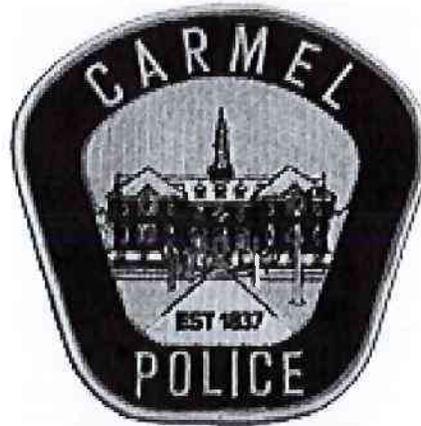
Sue Wolfgang, Clerk

Date: _____



CONTRACT

Evaluating Fairness in Vehicle Stops by the Carmel Police Department



Carmel Police Department (Carmel, IN)

Project Timeline:

January 2020 – March 2021

Submitted By:

Chief Harry P. Dolan, (Ret.) CEO
Dolan Consulting Group, LLC

Exhibit A
1 of 9

Dolan Consulting Group

The Dolan Consulting Group (DCG) LLC is an organization of public policy experts who address issues related to public service provision organizations, such as law enforcement agencies, corrections agencies, fire departments, emergency medical services, hospitals, and school districts. We provide services such as assessments, training, and research with the goal of improving the operations and outputs of these agencies through evidence-based solutions. Our staff include former public safety leaders, attorneys, and statisticians, all of whom also have real world experience working in government and conducting quality training.

Evaluating Fairness in Vehicle Stops by the Carmel Police Department

Evaluation Overview:

The leadership of the Carmel Police Department, and the City of Carmel, in an effort to ensure it is providing the best public service possible, is exploring proposals for an external evaluation of the fairness of the Carmel PD with regard to its vehicle stops of members of the public. The city and department leadership are interested in pursuing an impartial, external evaluation of the race and gender composition of the drivers stopped in comparison to an appropriate benchmark that accurately measures the race and gender composition of the drivers who travel the roadways of Carmel. This examination should compare the racial compositions of drivers in traffic stops against the racial composition of drivers engaged in vehicle crashes by service area and time of day to evaluate whether the Carmel PD disproportionately stops any specific group.

In response to this request, Dolan Consulting Group (DCG) submits this proposal to conduct such an evaluation. DCG proposes to conduct an examination of the vehicle stops made by Carmel PD officers to answer the two following research questions:

- Does the race and sex composition of the drivers stopped by the Carmel PD for traffic violations generally reflect the driving population within each of its service areas by shift with regard to driver race or ethnicity?

- Does the race and sex composition of the drivers stopped by the Carmel PD for criminal investigative reasons generally reflect the population community residents have reported are engaged in crime within the city?

Regarding these research questions, we will utilize data available from within the Carmel PD's computer-aided dispatch and records management system. As a benchmark, we will utilize the race and sex of drivers involved in motor vehicle crashes within the city that occur from January 1, 2020, through December 31, 2020. This will serve as a benchmark estimate of the population of drivers encountered within the city and legitimately at risk for an unbiased traffic stop by the police. This benchmark will then be compared to the race and sex of drivers who were actually stopped for traffic violations by members of the Carmel PD during that same time period. To control for traffic pattern differences, and commuting trends, these comparisons will also be made by service area and times of day.

This evaluation will allow the leadership of the Carmel PD, and the City of Carmel, to determine if any trends exist that might suggest biased stops are occurring. Circumstantial evidence of biased policing, with regard to traffic stops, would be a finding that a particular sex or racial group was stopped significantly more often than would have been expected based on the benchmark of drivers for that specific service area and time of day. If biased policing is occurring, examining stops by service area and time of day allows for the identification of the specific areas and shifts where it has taken place.

Regarding stops for criminal investigative reasons, we will again utilize data available from within the Carmel PD computer-aided dispatch and records management system. We will utilize the race and sex of criminal suspects reported to the Carmel PD by crime victims within the city of Carmel from January 1, 2020 through December 31, 2020. These criminal suspect descriptions, generated by members of the public, will serve as a benchmark estimate of the population of criminal offenders encountered within the city. This benchmark will then be compared to the race and sex of the individuals who were stopped by Carmel PD officers based on criminal investigative reasons.

The findings of this evaluation will be conveyed in a formal written report that will be disseminated to the Chief of Police, and any other designated city leaders, and no other individuals without the express written notification by the Chief, unless the report is publicly

disseminated by the city. The lead researcher will also be available, if requested, to make a formal presentation of the report’s findings to the Chief and any other designated city leaders.

Timeline and Deliverables:

After execution of a signed agreement for the work to be performed, the proposed data collection will begin on January 1, 2020, with the Carmel PD collecting data on its benchmark measure. The benchmark data (the demographic characteristics of drivers in crashes within the city) collection will begin January 1, 2020 and collected going forward to December 31, 2020. After December 31, 2020, the data analysis portion of the project will begin. This will involve comparing the racial demographic characteristics of the crash drivers to those of the drivers stopped by Carmel PD officers from January 1, 2020 through December 31, 2020. This comparison will be disaggregated down to the district and shift levels. This analysis will be completed by February 28, 2021 and a final written report completed before March 31, 2021.

Projected Project Timeline

Month	1	2	3	4	5	6	7	8	9
Data collection preparation									
Data collection									
Data analysis									
Report writing									
Report presentation									

Please note that the projected project timeline above is heavily dependent on the timely cooperation and responsiveness of the city personnel involved. It will be necessary for city employees to respond to all requests for data or information in a timely manner - usually within

3 business days. Failure to do so will extend the timeline for the project above the projected timeline above.

Work on this project will commence with a request for data and other information, and the requirement for the Carmel PD to immediately begin collecting data on the sex and race of drivers involved in all crashes investigated by the department. As this information is received and analyzed, requests for clarification and additional information can be expected. The timeliness of the completion of this examination and its report is heavily dependent upon the timeliness of the City's response to these information requests.

All documents and data provided to DCG by the City of Carmel for the purposes of this examination / report will remain secure. Other than in the information contained in the final report, the documents and data provided will be maintained in confidence and not distributed to any outside source. Sensitive documents and data files will be emailed as zipped, encrypted files when necessary, or delivered in person on USB drives. All data drives and hard copy documents will be maintained in a locked file cabinet in the researcher's workspace.

At a minimum, the lead researcher will have monthly phone and email contact with the Chief of Police (or the Chief's designee) for the duration of this project to ensure agency personnel are cooperating with information requests, the project is progressing appropriately, and to answer any questions / concerns that might arise.

A draft version of the final report will be provided to the Chief of Police at least two weeks prior to the delivery of the final report. At that time the City may make final editing recommendations. The City will have 14 days to respond with its recommended edits, and all reasonable edit recommendations will be considered.

The final report will be submitted to the Chief of Police before **March 31, 2021** in the form of a PDF email attachment. The Dolan Consulting Group, LLC is willing to send the lead researcher to Carmel, Indiana to make a formal presentation of the report's findings, if needed, at no additional cost beyond the costs covered within this proposal.

Key Personnel Qualifications & Experience

Richard R. Johnson, Ph.D. - Research Scientist & Lead Researcher

Dr. Johnson is the head of research for the Dolan Consulting Group, LLC. He holds an undergraduate degree in public policy / criminal justice from the School of Public and Environmental Affairs (SPEA) at Indiana University, a master's degree in criminology from Indiana State University, and a doctorate in criminal justice from the University of Cincinnati with concentrations in policing and administration. Dr. Johnson served 10 years as a faculty member of the criminal justice program at the University of Toledo, leaving at the rank of tenured full professor. He is also currently a part-time lecturer in criminal justice for the University of Michigan at Dearborn.

Dr. Johnson has conducted numerous research studies on a variety of criminal justice related topics. He has authored 50 articles in peer-reviewed academic research journals, and more than a dozen articles in police trade journals. He has been the recipient of federal, state, and local research grants and completed the U.S. Bureau of Justice Assistance Research Fellows Academy. He has received several university awards and accolades for his research. In addition to conducting research, Dr. Johnson has taught research methods and statistics courses at the undergraduate and graduate levels for more than a decade.

Dr. Johnson has extensive experience conducting research studies of, and for, law enforcement agencies. In the past, Dr. Johnson served on research teams examining potential racial profiling for the Ann Arbor Police Department (MI), Pennsylvania State Police, Cleveland Bureau of Police (OH), Toledo Police Department (OH), Ohio Department of Public Safety, Edina Police Department (MN), St. Louis Park Police Department (MN), and Arizona Department of Public Safety. Dr. Johnson has also lead research projects on a variety of law enforcement topics that have involved more than 40 law enforcement agencies, including the city police departments in Akron (OH), Columbus (OH), Dayton (OH), Knoxville (TN), Louisville (KY), and Raleigh (NC).

In addition to his academic and research qualifications, Dr. Johnson worked many years within the criminal justice system. He served as a trooper with the Indiana State Police, as a criminal investigator (domestic violence and child sexual assault) for the Kane County State's Attorney in Illinois, and as a probation officer with the Illinois 16th Judicial Circuit.

Dr. Johnson will be responsible for oversight, direction, and implementation of this entire project. He will design this research evaluation, supervise the data collection and processing, conduct the actual data analyses, and write the final report. Dr. Johnson will also be responsible for all communication with the Chief of Police, and will direct and oversee the work of the research assistant.

Scott W. Phillips, Ph.D. - Research Associate

Scott is a full professor within the Department of Criminal Justice at the State University of New York - Buffalo State. He holds an undergraduate degree in criminal justice, and a master's degree in criminal justice, from Buffalo State University. He earned his doctorate in criminal justice from the State University of New York at Albany. Dr. Phillips has published over 35 articles in peer-reviewed research journals. His research has focused on empirical examinations of police decision making, police attitudes, and police culture. Dr. Phillips has examined officer arrest and criminal charging decisions when handling domestic violence incidents, police officer's attitudes about the use of force, police officer self-motivation, diffusion of policing innovations, aspects of police militarization, the use of body-worn cameras, and the factors influencing an officer's use of deadly force.

Dr. Phillips twice served as the Futurist Scholar in Residence with the Behavioral Science Unit at the Federal Bureau of Investigation's National Academy in Quantico, VA. Prior to working as a college professor, Dr. Phillips served as the grant coordinator in the Community Oriented Policing Services (COPS) office with the U.S. Department of Justice. Prior to that, Dr. Phillips served as a police officer in Houston, Texas.

Dr. Phillips will be responsible to assisting with cleaning the data received, and preparing it for appropriate analysis. These duties will include classifying and coding stops, arrests, and vehicle crashes within service area zones. Dr. Phillips will also be responsible to double-checking all of Dr. Johnson's statistical calculations in order to ensure absolute accuracy.

PROJECT SCOPE:

Research Project: Evaluating Fairness in Vehicle Stops

Project Timeline: January 2020 - March 2021

Collection Period: January 2020 - December 2020

Report Period: January 2021 - March 2021

Research Academics: Richard Johnson, Ph.D. & Scott Phillips, Ph.D.

Project Fee: \$45,000.00 (all-inclusive)

-50% of the fee due upon initiation of the agreement / 50% due upon completion of the project.

-Fee includes all expenses to support the project

-If required, the lead researcher will travel to make a formal presentation of the findings

Pricing Schedule

All-Inclusive Fee: \$45,000.00

Evaluating Fairness in Vehicle Stops and Arrests by the Carmel Police Department. (50% of the fee due upon initiation of the agreement, and the remaining 50% due upon completion of the project). Fee includes all expenses to support the project, to include one lead academic researcher and one research associate. If required, the lead researcher will travel to Carmel, Indiana to make a formal presentation of the findings at the city's request, at no additional expense.

Chief Harry P. Dolan, (Ret.) CEO
Dolan Consulting Group, LLC
2840 Plaza Place Suite 325
Raleigh, N.C. 27612
Phone (919) 805-3020
E-mail: harry@dolanconsultinggroup.com

Major David Strong
Carmel Metropolitan Police Department
3 Civic Square
Carmel, I.N. 46032
Phone (317) 571-2746
Email: DStrong@carmel.in.gov

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

Keenan Dolan, 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 Dolan Consulting Group (the "Employer") in the position of Business Development 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 26th day of February, 2020.

Keenan Dolan

Printed: Keenan Dolan

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.

Keenan Dolan

Printed: Keenan Dolan

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0
FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

103711

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
1/21/2020			371340	
DOLAN CONSULTING GROUP LLC VENDOR 2840 PLAZA PL. STE 325 RALEIGH, NC 27612 -		Carmel Police Department SHIP TO 3 Civic Square Carmel, IN 46032- Blaine Mallaber		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
43673				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1110 Fund: 101 General Fund
Account: 43-509.00
1 Each traffic survey

\$45,000.00 \$45,000.00
Sub Total \$45,000.00



Send Invoice To:
Carmel Police Department
Accounts Payable
3 Civic Square
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$45,000.00

SHIPPING INSTRUCTIONS

- *SHIP PREPAID.
- *C.O.D. SHIPMENT CANNOT BE ACCEPTED.
- *PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS
- *THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 194 AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

PAYMENT

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

ORDERED BY Jim Barlow

Jim Barlow
Chief

James Crider

James Crider
Administration

CONTROL NO. 103711

TITLE
CONTROLLER

RESOLUTION NO. BPW 03-18-20-01

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's Office, and made available to the public for review.

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

1. The foregoing Recitals are incorporated herein by this reference.
2. The receipt of the Contract is hereby acknowledged.
3. The Contract shall be promptly filed in the office of the Clerk and thereafter made available to the public for review.

SO RESOLVED this _____ day of _____, 2020.

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

BY:

James Brainard, Presiding Officer
Date: _____

Mary Ann Burke, Member
Date: _____

Lori S. Watson, Member
Date: _____

ATTEST:

Sue Wolfgang, Clerk
Date: _____



**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 Brookshire Pool Club, Inc. (the "Vendor"), as City Contract dated May 28, 2019 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

CITY OF CARMEL, INDIANA

BROOKSHIRE POOL CLUB, INC.

by and through its Board of Public
Works and Safety

By:



James Brainard, Presiding Officer
Date: 3-3-20

Mary Ann Burke, Member
Date: _____

Lori S. Watson, Member
Date: _____

ATTEST:

Christine Pauley, Clerk-Treasurer
Date: _____

By:



Authorized Signature

Jason Randlett

Printed Name

Vice President

Title

FID/TIN: 82-4781389

Last Four of SSN if Sole Proprietor: _____

Date: 3/2/20

Brookshire Pool Service Contract

Service Provider: Brookshire Pool Club Inc. ("BPC")
12018 Brookshire Parkway
Carmel, IN 46033

Jason Randlett

Customer: The City of Carmel ("Carmel")
One Civic Square
Carmel, IN 46032

Bob Higgins

Pool: Brookshire Neighborhood Pool ("Pool")
12124 Brookshire Parkway
Carmel, IN 46033

I. General Terms and Compensation for Services. BPC, agrees to furnish full services for the management and maintenance of the Pool as further specified herein in exchange for an amount not to exceed **\$34,025.00** ("Total Price").

Payment shall be made in full by Carmel no later than March 31, 2020.

In no event shall the Total Price of this Service Contract exceed Pool membership fees forwarded to Carmel.

II. Services Provided by BPC.

- A. BPC shall collect and forward to Carmel at the end of each month all membership fees collected from Pool members.
- B. BPC shall provide all lifeguards as required. A minimum of two lifeguards shall be provided whenever Pool is open to the public.
- C. BPC shall clean pool and adjust chemicals in an effort to maintain a safe and enjoyable swimming environment. Supplies and chemicals will be adjusted in the ratios discussed below.
- D. BPC shall provide the following services as needed:
 - Check water chemistry and record readings in Indiana State Department of Health swimming pool log.
 - Maintain chemical balance of pool water.
 - Vacuum the pool (main and wader pools if applicable).
 - Net the pool (main and wader pools if applicable).
 - Scrub scum line and clean tiles around pool edge.
 - Back wash filter system as necessary.
 - Clean swimming pool area.
 - Empty trash containers.
 - Straighten deck furniture.
 - Replenish janitorial supplies.

- Check and record filter pressure gauge readings and flow meter readings. Take corrective measures as indicated.
- Evaluate pool to ensure that it is in proper working order and meets all health department and safety standards.
- Clean skimmers.
- Check bathrooms for cleanliness.
- Wash bathroom floors, toilets, and sinks with a bleach water solution and clean mirrors/fixtures.
- Replenish sanitation products (i.e. paper towels, toilet paper, hand soap, etc.) in bathrooms.

E. Water Quality.

1. BPC shall be responsible for maintaining the following chemical levels of the swimming pool water within the tolerance of the American Public Health Association and the state and local health departments while the pool is open to swimmers.
 - Free Chlorine 1.0 - 7.0 PPM
 - pH 7.2 - 7.8
 - Total Alkalinity 80 - 120 PPM
 - Calcium Hardness 200 - 400 PPM
 - Chlorine Stabilizer less than 60 PPM
2. The foregoing notwithstanding, BPC shall be excused from maintaining water quality as set forth herein in the event of an Act of God, repairs made by Carmel, interference by Carmel, together with any and all other acts or omissions which are beyond BPC's control.

F. Chemicals and Supplies.

1. BPC shall supply at its expense Chlorine and pH control chemicals for safe and clean pool water throughout the duration of this agreement. Additionally, BPC shall be responsible for the costs to provide water samples for bacteriological examination. BPC shall then cause water sample results to be sent to Pool's governing health department(s) as required. BPC shall be responsible for furnishing all pool and janitorial supplies, including, but not limited to, the following:
 - Hand soap
 - Disinfectant all-purpose cleaning solution
 - Paper towels
 - Toilet Paper
 - Deodorizer/Air fresheners
 - Correct size trash container liners for the pool area and bathroom
 - Glass cleaner
 - Light bulbs
 - Mops
 - Brooms
 - Dust pan
 - Brushes
 - Buckets
 - Sponges
 -

2. If additional chemicals or labor are required to maintain or correct pool water chemistry due to a failure or breakdown of Pool equipment or loss of water due to a defect in Pool or recirculation system, BPC shall notify Carmel of such breakdown or defect. In the event of a warranty item, Carmel agrees to notify the equipment manufacturer or company carrying the warranty for said item. If Carmel fails to timely repair/remedy said reported warranty item defect or breakdown, then Carmel shall be responsible for paying for any additional expenses due to such failure.

III. Carmel's Obligations. Carmel shall be responsible for providing the following:

- Deck Equipment
- 4 – Pairs of grab rails
- 4 – 8' stanchion posts w/ sliding collars
- 2 – Lifeguard chairs
- 1 – Dive stand
- 1 – Diving board
- 1 – ADA accessibility pool lift w/ accessories
-
- Loose Equipment
- 5 – Sets of racing lane lines
- 1 – Lane line storage reel
- 2 – Sets of backstroke flag lines
-
- Maintenance Equipment
- 1 – Wall brush
- 1 – Skimming net
- 1 – Telescopic pole
- 1 – Manual vacuum cleaner
- 1 – Portable vacuum pole
- 1 – Taylor Technologies K-2005 test kit
- 1 – Palintest Pooltest 6 test kit
- 1 – Robotic/automatic pool cleaner
- 1 – Stainless steel cleaning kit
-
- Safety Equipment
- 2 – Ring buoys with extension ropes
- 2 – Life hooks (Shepard's hooks) with 16' poles
- 1 – CJ Rescue 6 backboard package
- 2 – First aid kits
- 4 – Rescue tubes
- 2 – Emergency eyewash stations (32 oz. wall mounted bottles)
- 1 – Safety glasses (12 pack)
- 1 – Adult bag valve mask
- 1 – Child bag valve mask
- Thermometers
- 2 – Portable thermometers
- A safe and professional working environment
- Pool Furniture
- Parking and access
- Bike Rack

IV. Schedule.

Pool close date: September 2, 2019

Pool winterization will be performed after the close of business on September 2, 2019 and before the close of business on October 31, 2019. The term of this agreement is from July 1, 2019 to March 31, 2020.

VI. Other Pool Maintenance, Repairs, and Miscellaneous Services: BPC may provide other required maintenance, repairs, or services on a per job basis and only if within the scope of this agreement. All repairs and maintenance will be offered by BPC by written estimate. A written estimate will be submitted to Carmel and must be accepted by Carmel in writing before any additional work or services commence. Carmel must respond within 7 days if the item in need of repair is covered under a warranty agreement. Payment for such additional work must be received by BPC within fifteen (15) days of BPC's completion of the additional work. Payment for emergency services/maintenance is due within twenty-four (24) hours of the receipt of an invoice from BPC for services related thereto.

VII. Subcontractors: BPC may subcontract any and/or all services provided under this Service Agreement at its sole discretion.

VIII. Emergency Closing of Pool: Carmel or BPC may close the pool in an emergency situation, regardless of the cause or origin of the emergency.

IX. Pool Closing Procedures: BPC shall perform winterization as follows:

- Enclosing or otherwise storing pool furniture.
- Emptying skimmers.
- Lowering water level.
- Vacuuming pool.
- Brushing pool steps and walls.
- Backwashing and cleaning filters and basket.
- Winterizing pool facility.
- Installing pool cover.
- Evaluating pool for any necessary repairs.

X. Termination: If either party believes the other has breached a material term contained herein, then the non-breaching party shall notify the other party in writing of the same within seventy-two (72) hours of having acquired knowledge of an alleged material breach in order for breaching party to have the opportunity to promptly cure the alleged breach before the non-breaching party may terminate this agreement. In the event a party seeks to terminate this agreement due to an uncured material breach, written notice of termination must be sent by the non-breaching party to the breaching party at least ten (10) days prior to termination. Upon Carmel's sale or lease of Pool, this agreement shall terminate immediately upon the closing of the lease or sale. Upon termination by either party, BPC shall be entitled to a pro-rated fee. All rights conferred on the parties herein shall survive termination.

XI. Attorney Fees: A party shall be entitled to recover its reasonable attorneys' fees and expenses incurred in the event it prevails in an action brought by either party with respect to any term contained herein.

XII. Insurance and Liability:

- BPC will carry an insurance contract on the pool. They will name the City and the Brookshire HOA as additional insured.

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0
FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER
103807

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
2/21/2020			373320	
BROOKSHIRE POOL CLUB VENDOR 12124 BROOKSHIRE PKWY CARMEL, IN 46033 -		Brookshire Golf Course SHIP TO 12120 Brookshire Pkwy. Carmel, IN 46033- Pamela Lister (317) 846-7431		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
44573				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1207 Fund: 101 General Fund
Account: 43-509.00

1 Each	Reimbursed Expenses	\$34,025.00	\$34,025.00
		Sub Total	\$34,025.00



Send Invoice To:
Brookshire Golf Course
Pamela Lister
 12120 Brookshire Pkwy.
 Carmel, IN 46033-
 (317) 846-7431

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$34,025.00

SHIPPING INSTRUCTIONS

- *SHIP PREPAID
- *C.O.D SHIPMENT CANNOT BE ACCEPTED.
- *PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS
- *THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 194 AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO

PAYMENT

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

ORDERED BY

Bob Higgins

Bob Higgins
Golf Pro

TITLE

CONTROLLER

James Crider

James Crider
Administration

CONTROL NO. 103807

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 The Davey Tree Expert Company, 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 43-504.00 funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.

3. **PRICE AND PAYMENT TERMS:**

3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than Eighteen Thousand Four Hundred Forty Eight Dollars (\$18,448.00) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within thirty-five (35) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.

3.2 Vendor agrees not to provide any Goods and Services to City that would cause the total cost of the Goods and Services provided by Vendor to City hereunder to exceed the Estimate, unless City has previously agreed, in writing, to pay an amount in excess thereof.

4. **WARRANTY:**

Vendor expressly warrants that the Goods and Services covered by this Agreement will conform to those certain specifications, descriptions and/or quotations regarding same as were provided to Vendor by City and/or by Vendor to and accepted by City, all of which documents are incorporated herein by reference, and that the Goods and Services will be delivered in a timely, good and workmanlike manner and free from defect. Vendor acknowledges that it knows of City's intended use and expressly warrants that the Goods and Services provided to City pursuant to this Agreement have been selected by Vendor based upon City's stated use and are fit and sufficient for their particular purpose.

5. **TIME AND PERFORMANCE:**

This Agreement shall become effective as of the last date on which a party hereto executes same ("Effective Date"), and both parties shall thereafter perform their obligations hereunder in a timely manner. Time is of the essence of this Agreement.

6. **DISCLOSURE AND WARNINGS:**

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

7. **LIENS:**

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

8. **DEFAULT:**

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

9. **INSURANCE AND INDEMNIFICATION:**

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

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

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

16. GOVERNING LAW; LAWSUITS:

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

17. SEVERABILITY:

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

18. NOTICE:

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

If to City:	City of Carmel Department of Community Services One Civic Square Carmel, Indiana 46032	AND	Douglas C. Haney, Corporation Counsel Department of Law One Civic Square Carmel, Indiana 46032
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If to Vendor:	The Davey Tree Expert Company PO Box 92934 Cleveland, Ohio 44194
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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, 2020 and shall, on the first day of each January thereafter, automatically renew for a period of one (1) calendar year, unless otherwise agreed by the parties hereto.

23. HEADINGS

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

24. BINDING EFFECT

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

25. NO THIRD PARTY BENEFICIARIES

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

26. DEBARMENT AND SUSPENSION

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

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

27. 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.

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

CITY OF CARMEL, INDIANA

The Davey Tree Expert Company

by and through its Board of Public
Works and Safety

By:

By:

James Brainard, Presiding Officer

Authorized Signature

Date: _____

Printed Name

Mary Ann Burke, Member

Date: _____

Title

Lori S. Watson, Member

Date: _____

FID/TIN: 340176110

Last Four of SSN if Sole Proprietor: _____

ATTEST:

Date: 3/4/2020

Sue Wolfgang, Clerk

Date: _____



City of Carmel

DEPARTMENT OF COMMUNITY SERVICES

CHEMICAL APPLICATION AND OTHER LANDSCAPING SERVICES

Quotes are due February 28th, 2020 at 9:00 am. Please submit to:

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

I. SCOPE OF SERVICES

This quote shall cover chemical application and other landscaping services. The successful Contractor will furnish all labor, materials, equipment and services necessary for Chemical Application.

II. CITY OF CARMEL REPRESENTATIVE

All questions related to this quote shall be addressed to:

Daren Mindham
Urban Forester
1 Civic Square
Carmel, IN 46032

Phone: 317-571-2417
Email: dmindham@carmel.in.gov

Company Name: The Davey Tree Expert Co. Signature: *M. M.*

Quote Amount: \$18,448⁰⁰ Date: 2/27/2020

1 of 8
Exhibit A



City of Carmel

DEPARTMENT OF COMMUNITY SERVICES

III. WORK REQUIREMENTS

Applicable Standards:

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

Work Requirements:

- Contractor shall be certified and hold all required applicators 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 not sub-contract any of the work included as part of this contract. All work shall be completed by staff hired and employed by the Contractor.
- Contractor shall supply all needed labor, trucks, equipment, supplies, materials, safety devices and other equipment necessary to complete the work.
- Operations shall be accomplished in such a manner as to not damage trees, grass or other plant material. If damage occurs, the contractor is responsible for such repair or replacement and shall contact the Carmel Representative to evaluate the damage.
- 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, 2016, SP-3.
- 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.
- 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.
- 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



City of Carmel

DEPARTMENT OF COMMUNITY SERVICES

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.

- 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.

IV. LAYOUT OF QUOTE

TREATMENT 1 - DISTANCE FOLIAR SPRAY APPLICATION - SCALE

First application:

Late May to early June apply Pyriproxyfen (Distance) to the canopy and trunk of the tree until runoff.

TREATMENT 2 - SAFARI SOIL DRENCH - SCALE/BAGWORM

Second application:

Late June to mid-July apply Dinotefuran (Safari) as a soil drench.

TREATMENT 1 - DISTANCE FOLIAR SPRAY APPLICATION - SCALE			
Quantity	Genus	DBH	Location
6	river birch	2-3"	River Rd; Tall Timber Run to E 146 th St, median
4	London planetree	2-3"	
22	oak	2-3"	
10	hackberry	3-4"	Hazel Dell Pkwy; south of E 106th St south end of median to E 146th St, median, west and east side
40	honeylocust	7-16"	
7	London planetree	3-5"	
5	oak	3-4"	
70	elm	3-6"	
4	hornbeam	4-6"	E 116 th St; Brooks Ct east 100 ft, north side
5	elm	3-8"	E Main St; Brookshire Pkwy to Hazelwood Dr, north side
42	honeylocust	2-12"	E 116 th St; College Ave to Keystone Pkwy, median
9	honeylocust	6-9"	E Carmel Dr; S Rangeline Rd to AAA Way, north and south side

Exhibit A 30 f8



City of Carmel

DEPARTMENT OF COMMUNITY SERVICES

13	oak	6-11"	
10	zelkova	5-8"	1 Civic Sq; City Hall
5	hornbeam	4-6"	W City Center Dr; Hancock Rd to S Rangeline Rd, median, including S. Rangeline Rd; south of City Center Dr, parking bump-outs, west side
2	hackberry	5-6"	
51	oak	2-10"	
5	honeylocust	3-5"	
8	honeylocust	7-9"	W Main St; Knoll Ct to 2 nd Ave NW, north side, tree pits, including Rangeline Rd and W Main St; NW, SW and SE corners, tree pits
5	honeylocust	4-5"	
8	hornbeam	3-5"	Old Meridian St; Pennsylvania St to N Guilford Rd, median
3	oak	3-5"	
4	elm	2-4"	Pennsylvania St; south of E 103rd St to Old Meridian St, include just west of Pennsylvania St at E 103rd St
42	zelkova	2-11"	
1	hornbeam	8"	Illinois St; W 106 th St to W 136 th St W, median
10	honeylocust	2-6"	
34	oak	3-8"	
12	elm	3-8"	
22	zelkova	3-8"	
90	oak	2-14"	Oak Ridge Rd; W 136 th St to W 146 th St, median, east and west sides, and behind sidewalk on the east side on the north end and behind sidewalk on the west side on the south end
8	honeylocust	6-10"	W 136 th St; Ditch Rd to Oakridge Rd, median, north side
7	tuliptree	3-7"	
19	oak	4-6"	Springmill Rd; W Main St to W 146th St, median
12	elm	3-4"	
21	hornbeam	2-7"	W 141 st St; Inglenook Ln to Magic Stallion Dr, north and south side
31	oak	5-9"	
6	tuliptree	2-3"	W Main St; Shelborne Rd to Springmill Rd, median, north and south side
68	zelkova	2-10"	

Exhibit

A 4 of 8



City of Carmel

DEPARTMENT OF COMMUNITY SERVICES

27	maple	4-7"	Towne Rd; W 116 th St to W 146 th St, median, west and east side
23	redbud	2-4"	
25	honeylocust	2-7"	
74	oak	2-11"	
13	zelkova	6-10"	
40	honeylocust	2-7"	W 126 th St; Shelborne Rd to Towne Rd, median, north and south side
39	oak	2-7"	
6	elm	5-8"	
3	yellowwood	3-6"	Shelborne Rd; W 116 th St to north of W 126 th St, median, east side
19	oak	3-7"	
8	elm	6-8"	
30	zelkova	5-10"	

Scale/Bagworm:

Late June to mid-July apply Dinotefuran (Safari) as a soil drench.

TREATMENT 2 - SAFARI SOIL DRENCH SCALE/BAGWORM			
Quantity	Genus	DBH	Location
7	river birch	2-3"	River Rd; Tall Timber Run to E 146 th St, median
4	London planetree	2-3"	
22	oak	2-3"	
7	bald cypress	2-3"	
1	river birch	2-3"	Hazel Dell Pkwy; south of E 106 th St, south end of median to E 146 th St, median, west and east side
14	hackberry	3-4"	
5	dawn redwood	3-4"	
30	spruce	3-4"	
15	London planetree	3-5"	
14	oak	3-4"	
18	bald cypress	2-12"	
80	elm	2-6"	
4	hornbeam	4-6"	E 116 th St; Brooks Ct east 100 ft, north side
5	spruce	2-3"	E Main St; 4443 E Main St to Hazelwood Dr, north and south side
10	bald cypress	2-3"	



City of Carmel

DEPARTMENT OF COMMUNITY SERVICES

5	elm	3-8"	
42	honeylocust	2-12"	E 116 th St; College Ave to Keystone Pkwy, median
9	honeylocust	6-9"	E Carmel Dr; S Rangeline Rd to AAA Way, north and south side
13	oak	6-11"	
10	zelkova	5-8"	1 Civic Sq; City Hall
5	hornbeam	4-6"	W City Center Dr; Hancock Rd to S Rangeline Rd, median, including S Rangeline Rd; south of City Center Dr, parking bump-outs, west side, and including E City Center Dr; S Rangeline Rd to Enclave Cir, median
2	hackberry	5-6"	
51	oak	2-10"	
5	honeylocust	3-5"	
13	honeylocust	2-3"	
16	bald cypress	2-3"	
8	honeylocust	7-9"	
5	honeylocust	4-5"	
7	elm	3-5"	W Main St; Grand Blvd to Old Meridian St, median, including Old Meridian St; Pennsylvania St to N Guilford Rd, median
8	zelkova	3-5"	
8	hornbeam	3-5"	
3	oak	3-5"	
10	bald cypress	3-4"	
4	elm	2-4"	
42	zelkova	2-11"	
1	hornbeam	8-9"	Illinois St; W 106 th St to W 136 th St W, median, including W 116th St; Illinois St to US 31, median
10	honeylocust	2-6"	
34	oak	3-8"	
12	elm	3-8"	
23	zelkova	2-8"	
11	bald cypress	2-3"	
90	oak	2-14"	



City of Carmel

DEPARTMENT OF COMMUNITY SERVICES

8	honeylocust	6-10"	W 136 th St; Ditch Rd to Oakridge Rd, median, north side
7	tulip tree	3-7"	
4	oak	2-3"	
2	elm	2-3"	
12	hawthorn	3-4"	Springmill Rd; south of W Main St to W 146 th St, median
4	spruce	3-4"	
20	London planetree	3-4"	
5	cherry	4-6"	
29	oak	2-6"	
5	bald cypress	2-3"	
14	elm	2-4"	
5	maple	6-7"	Ditch Rd; W 136 th St to W 141 st St, median
6	birch	2-3"	
1	hackberry	2-3"	
1	London planetree	2-3"	
6	oak	3-4"	
5	bald cypress	2-3"	
1	elm	2-3"	
6	zelkova	2-3"	
21	hornbeam	2-7"	W 141 st St; Inglenook Ln to Magic Stallion Dr, north and south side
31	oak	5-9"	
12	serviceberry	5-6"	W Main St; Shelborne Rd to Springmill Rd, median, north and south side
102	hackberry	2-8"	
1	redbud	2-3"	
1	spruce	3-4"	
6	London planetree	2-3"	
16	oak	2-3"	
6	tulip tree	2-3"	
9	elm	2-11"	
68	zelkova	2-10"	
27	maple	4-7"	Towne Rd; W 116 th St to W 146 th St, median, west and east side
1	hornbeam	3-4"	
4	hackberry	2-3"	

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7 bfg



City of Carmel

DEPARTMENT OF COMMUNITY SERVICES

23	redbud	2-4"	
25	honeylocust	2-7"	
10	eastern red cedar	3-4"	
74	oak	2-11"	
1	elm	2-3"	
13	zel	5-10"	
40	honeylocust	2-7"	W 126 th St; Shelborne Rd to Towne Rd, median, north and south side
39	oak	2-7"	
6	elm	5-8"	
3	yellowwood	3-6"	Shelborne Rd; W 116 th St to north of W 126 th St, median, east side
19	oak	3-7"	
8	elm	6-8"	
30	zeikova	5-10"	

Exhibit

A

8 of 8

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

Michael A. Volz, 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 Davey Tree Expert Company (the "Employer") in the position of District 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 5th day of March, 2020.



Printed: Michael Volz

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: Michael Volz

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

PURCHASE ORDER NUMBER

103829

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

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
2/28/2020			00351274	Chemical application as instructed by Urban Forester

DAVEY TREE SERVICE
VENDOR PO BOX 92934
CLEVELAND, OH 44194-2934

Dept of Community Service
SHIP TO 1 Civic Square
Carmel, IN 46032-

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
44754				

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

Department: 1192 Fund: 101 General Fund

Account: 43-504.00

1 Each	Chemical Application	\$18,448.00	\$18,448.00
		Sub Total	\$18,448.00



Send Invoice To:
Dept of Community Service

1 Civic Square
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

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

SHIPPING INSTRUCTIONS

- *SHIP PREPAID.
- *C.O.D. SHIPMENT CANNOT BE ACCEPTED.
- *PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS
- *THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 194 AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

PAYMENT

\$18,448.00

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

ORDERED BY

Mike Hollibaugh

Mike Hollibaugh
Director

James Crider

James Crider
Administration

TITLE

CONTROLLER

CONTROL NO. **103829**



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 Skillsoft Corporation, an entity duly authorized to do business in the State of Indiana (“Vendor” or “Skillsoft”).

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 1202 43-570.04 funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.

3. **PRICE AND PAYMENT TERMS:**

3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than Three Thousand Two Hundred Fifty Dollars (\$3,250.00) (the “Estimate”). Vendor shall submit an invoice to City annually in advance. City shall pay Vendor for such Goods and Services within thirty (30) 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 submitted on an invoice that contains the information contained on attached Exhibit A.

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:**

During the term of this Agreement the Skillsoft Product(s) will substantially conform to the documentation, In the event that a material defect is identified by Customer, then Skillsoft, at its sole option and expense, (i) may make reasonable efforts to correct defects in the Skillsoft Product(s) that are documented by Customer, and confirmed by Skillsoft, or(ii) may replace the defective Skillsoft Product(s), or (iii) if Skillsoft deems neither of the foregoing are commercially practicable, terminate the license granted herein with respect to the applicable Skillsoft Product(s), accept return of the defective product(s) and grant Customer a pro-rated credit of the unused portion of the license fees paid with respect the applicable Skillsoft Product(s). Skillsoft’s obligation of liability hereunder shall be to replace or make reasonable efforts to take corrective action with regards to such defect in a single copy of the defective Skillsoft Product(s). Notwithstanding the foregoing, Skillsoft shall have no obligation to correct or replace copies of any Skillsoft Product(s) that Customer has made in accordance with the provisions of this Agreement. The remedy stated in this section shall be Skillsoft’s entire obligation and Customer’s sole and exclusive remedy for breach of warranty hereunder and shall be in lieu of any other remedy available to Customer at law or in equity. This warranty shall not apply if the Skillsoft product(s) have been (a) altered, modified, or enhanced; (b) subjected to misuse, negligence, computer or electrical malfunction; or (c) used, adjusted, installed or operated other than in accordance with the Documentation, or as authorized in writing by Skillsoft. Furthermore, no warranties shall apply in the event of an uncured breach of this Agreement by Customer for which notice of breach has been given hereunder. Documentation shall mean all technical documentation, manuals and specifications with respect to the Skillsoft Product(s) that are generally made available by Skillsoft with the Skillsoft

Product(s); Skillsoft reserves the right to revise the Documentation from time to time, in its sole discretion.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED. SKILLSOFT SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, ABSENCE OF SECURITY INTEREST, LIEN OR ENCUMBRANCE, AND QUIET ENJOYMENT. SPECIFICALLY, AND NOT IN LIMITATION OF THE FOREGOING, SKILLSOFT DOES NOT WARRANT THAT ANY SKILLSOFT PRODUCT(S) WILL MEET CUSTOMER NEEDS OR REQUIREMENTS, THAT THE OPERATION OF ANY SKILLSOFT PRODUCT(S) WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECTS IN THE SKILLSOFT PRODUCT(S) WILL BE CORRECTED. TO THE EXTENT THAT ANY IMPLIED WARRANTIES ARE DEEMED TO EXIST UNDER APPLICABLE LAW, THEY ARE HEREBY EXPRESSLY LIMITED IN DURATION TO THE DURATION OF ANY EXPRESS WRITTEN WARRANTY MADE HEREIN.

5. TIME AND PERFORMANCE:

This Agreement shall become effective on December 31, 2019 (“Effective Date”), and both parties shall thereafter perform their obligations hereunder in a timely manner.

6. DISCLOSURE AND WARNINGS: Intentionally left blank.

7. LIENS: Intentionally left blank.

8. DEFAULT: Intentionally left blank.

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; 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 B. Vendor shall cause its insurers to name City as an additional insured on all such insurance policies. 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 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 C, 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	AND	Douglas C. Haney, Corporation Counsel Department of Law One Civic Square Carmel, Indiana 46032
-------------	---	------------	--

If to Vendor:	Skillsoft Corporation 300 Innovative Way, Suite 201 Nashua, NH 03062 Attn: Contracts Department
---------------	--

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, 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 Intentionally left blank.

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 30, 2020.

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.

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

29. ENTIRE AGREEMENT:

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

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

CITY OF CARMEL, INDIANA

SKILLSOFT CORPORATION

by and through its Board of Public
Works and Safety

By:

By:

James Brainard, Presiding Officer


Authorized Signature

Date: _____

Melissa Talty
Printed Name

Mary Ann Burke, Member

Sr Mgr, Contracts & Revenue
Title

Date: _____

FID/TIN: 02-0496115

Lori S. Watson, Member

Last Four of SSN if Sole Proprietor: _____

Date: _____

Date: March 5, 2020

ATTEST:

Sue Wolfgang, Clerk

Date: _____



31 DECEMBER 2019

City of Carmel, IN
Attn: Timothy Renick
3 Civic Square
Carmel, IN 46032 USA

Dear Timothy:

This letter and any exhibits attached hereto sets forth the agreement between Skillsoft Corporation (**Skillsoft**) and City of Carmel, IN (**Customer**) and will confirm the purchase of the License(s) selected below (the **Agreement**). Customer hereby agrees to a termed license for the products and/or services selected below pursuant to the pricing set forth below and upon the License Terms and Conditions set forth herein.

Products, Services & Pricing:

Access to the following products and/or services selected below is for the applicable number of named authorized Customer employees (the "Authorized Audience") during the period of time from the Start Date through the End Date (the **License Term**).

LICENSE TERM: START DATE: 31 DECEMBER 2019

END DATE: 30 DECEMBER 2020

SKILLSOFT PRODUCT	AUTHORIZED AUDIENCE
SKILLPORT TECHNOLOGY & DEVELOPER EXPERT	10

DEPLOYMENT METHOD: SkillPort via Extranet Hosting Services

SKILLSOFT PRODUCT DEFINITIONS.

License Consumption occurs when a member of the Authorized Audience has accessed the applicable Skillsoft Product (a **Licensed User**). Accessing of a Skillsoft Product includes CD or on-line viewing as well as downloading for future use, and/or saving to a bookshelf. Once an individual has accessed a Skillsoft Product, such individual is considered to have consumed a license for that Skillsoft Product for the remainder of the then current annual License Term, or except as otherwise set forth herein.

License Term shall mean the period of time from the Start Date through the End Date.

Skillport® via Extranet Hosting Services shall mean Skillport delivered through a method of delivery and access to the Course Object(s) and Skillport whereby Skillsoft shall host the Course Object(s) and Skillport on Skillsoft servers and Customer may obtain access to the Course Object(s) and Skillport on Skillsoft servers through the World Wide Web. Skillsoft will provide Skillport via Extranet Hosting Services as they relate to management of Course Object(s), including securing server space, installation and maintenance of Course Object(s) allocation of bandwidth and the ability to generate usage reports. If Customer licenses Skillport via Extranet Hosting Services and Skillsoft releases any Updates to Skillport, Skillsoft and Customer shall work together to determine a mutually agreeable time to upgrade the Customer's site to the latest version. If Customer is not willing or able to upgrade to the latest version, Customer acknowledges that it will not be entitled to other Skillsoft Product Updates that are not compatible with Customer's version of Skillport. As a feature of Skillport via Extranet Hosting Services, Customer may elect to implement the credentialing functionality which enables Customer to provide information, credit tracking and certificate capabilities for pre-defined credentials. Such feature is dependent upon a minimum Skillport version. In the event Customer chooses the module to obtain continuing professional education ('CPE') credit for the Skillsoft Courses that are qualified by the National Association of State Boards of Accountancy ('NASBA'), Customer agrees that Skillsoft shall have access to Customer's Skillport administrator reporting feature of the module to print and maintain reports on NASBA CPE credits issued in accordance with its obligations of being a NASBA sponsor organization. The following are the requirements: CPE program sponsors must retain appropriate records for a minimum of five (5) years. To accomplish this, the records must contain the following: (1) program outline/materials; (2) records of participation; (3) date(s) and location(s) of presentation(s) or period during which program was available for purchase; (4) number of credits earned by participants; (5) results of program evaluations.

Skillport Technology & Developer Expert is a package of selected assets in the area of technology & developer, subject to the Authorized Audience level. Skillsoft reserves the right to modify, restrict, or update any content contained in the Skillport Technology & Developer Expert throughout the term of this Agreement.

LICENSE FEES. Customer's total committed license fees hereunder are set forth below and are calculated as follows. Applicable state and local taxes are not included in the totals below and will be calculated as of the date of the invoice(s) issued hereunder:

FY20-00113022Langton

YEAR/TERM	ANNUAL LICENSE FEES
Y1	\$3,250.00
TOTAL	\$3,250.00

All fees shall be invoiced annually in advance and are due and payable 100% net 30 days from the date of invoice.

LICENSE TERMS AND CONDITIONS

Subject to the restrictions stated herein Skillsoft grants to the Customer who has executed this Agreement below, and Customer accepts, a nonexclusive, non-transferable license, without the right to sublicense, to the products and services selected (hereinafter the products and services selected shall be collectively referred to as the **Skillsoft Products**) for internal training purposes only for Customer employees, without the right to exchange during the License Term except as set forth herein. Skillsoft agrees that Customer may reassign: a) up to the total number of the Authorized Audience learner IDs in each agreement year effective on the anniversary of the License Term or b) for Customer's full-time regular employees, at any time during the License Term provided the learner IDs are reassigned from learners no longer employed with Customer effective that year.

The license does not convey any ownership rights to Customer in the Skillsoft Product(s), Skillsoft's web site architecture or other Skillsoft proprietary information, but only a limited use right pursuant to this Agreement. Customer shall not (a) transfer, rent, lease, loan or disclose the Skillsoft Product(s) or intellectual property to any third party; (b) reverse engineer, disassemble, decompile or attempt to derive source code from the Skillsoft Product(s); (c) modify or create derivative works based upon the Skillsoft Product(s); (d) remove any proprietary notices, or trademarks or service marks on any Skillsoft Product(s); (e) merge the Skillsoft Product(s), with another program; (f) use the Skillsoft Product(s), for any purposes other than those stated in the Agreement; (g) have any right to any source code for the Skillsoft Product(s), or (h) permit any party not specifically licensed herein to use the Skillsoft Product(s).

Customer shall ensure that only the members of the Authorized Audience licensed herein access the Skillsoft Product(s). Customer will maintain records of all use and copying of the Skillsoft Product(s) and assignment of all login identifications used to access the Skillsoft Product(s). Skillsoft shall have the right to examine such records and to audit Customer's access to and usage of the Skillsoft Product(s) to verify compliance with the Agreement. Upon expiration or termination of the License Term, Customer will delete any copies of the Skillsoft Products or Skillsoft Intellectual Property from its computer(s) or server(s) and destroy (and certify as destroyed) or return to Skillsoft all such copies.

If the Skillsoft Products licensed herein are deployed outside of Skillsoft's learner management systems, Customer agrees to submit a report to Skillsoft at the end of each calendar month ("Monthly Usage Report"). The Monthly Usage Report shall include details of all users of the Skillsoft Products. The purpose of the Monthly Usage Report shall be to show the number of Licensed Users that accessed the Skillsoft Products in the preceding month.

Skillsoft regularly updates its software platforms to serve the needs of its customers, improve the learner experience, and utilize changes in available technology. In the event that Skillsoft introduces a new platform during the term of this Agreement, the parties will meet to assess the new platform and develop a mutually acceptable plan for the migration of Customer to the new platform.

Either party may only cancel the Agreement by giving ten (10) days written notice if a material breach remains uncured thirty (30) days after the breaching party receives written notice thereof from the other party. In the event that Skillsoft terminates the license and this Agreement based on the foregoing sentence, Skillsoft reserves all rights and remedies available at law, including but not limited to collection of all committed License Fees.

Effective 30 days after the termination or expiration of this Agreement, Skillsoft shall have the right to shut down any and all Customer-specific Skillsoft LMS site(s). If Customer requests Customer Data within 30 days of such termination or expiration, Skillsoft will make available to Customer an electronic copy of the Customer Data, however, any additional formatting or other work involving Customer Data shall be subject for an additional fee at Skillsoft's then-current rates. After such 30-day period, Skillsoft shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control, in accordance with Skillsoft's internal policies. Skillsoft will not provide copies or extracts of Customer Data unless all amounts due and owing, including any Committed License Fees, Overage fees, or any other fee or charge associated with Customer's use of the Skillsoft Products and/or services, have been paid by Customer. For purposes of this Agreement, "Customer Data" means any data, information or material provided or submitted to Skillsoft by the Customer in connection with Customer's use of the Skillsoft Products.

In order to protect Skillsoft's licensors and/or publishers intellectual property rights, Skillsoft may disable any individual's access to the Skillsoft Product(s) immediately if, such individual's use of the license violates the terms and conditions of this Agreement.

The license fees set forth above do not include taxes. Customer shall be responsible for payment of all applicable taxes, however designated or incurred, in connection with this Agreement, including without limitation, state and local excise, sales, withholding and use taxes and any other applicable governmental assessments. If Customer fails to pay any applicable tax, then Skillsoft may pay such tax on Customer's behalf and seek reimbursement from Customer.

Skillsoft shall not be liable for any special, incidental, indirect, exemplary or consequential damages (including without limitation loss of profits, loss of data, costs of cover), however caused and based on any theory of liability, for any claims or causes of action arising out of or related to this Agreement. These limitations will apply even if Skillsoft has been informed of the possibility of such damages. FURTHERMORE, IN NO EVENT SHALL SKILLSOFT'S LIABILITY UNDER THIS AGREEMENT OR ARISING OUT OR RESULTING FROM CUSTOMER'S USE OF ANY SKILLSOFT PRODUCT(S) EXCEED THE LICENSE FEES PAID UNDER THIS AGREEMENT WITH RESPECT TO SUCH SKILLSOFT PRODUCT(S).

SKILLSOFT GRANTS NO WARRANTIES WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED. SKILLSOFT SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SPECIFICALLY, AND NOT IN LIMITATION OF FOREGOING, SKILLSOFT DOES NOT WARRANT THAT ANY SKILLSOFT PRODUCT(S) WILL MEET CUSTOMER REQUIREMENTS OR THAT THE OPERATION OF ANY SKILLSOFT PRODUCT(S) WILL BE UNINTERRUPTED OR ERROR FREE.

This Agreement and all disputes hereunder, and the rights and obligations of the parties hereto, shall be governed by and construed in accordance with the laws of the state of New Hampshire without reference to its conflicts or choice of law provisions. All claims, disputes and/or lawsuits in connection with this Agreement shall be brought in the courts of the state of New Hampshire, and each party to this Agreement hereby irrevocably submits to the jurisdiction and venue of such courts. Both parties will comply with all applicable international, federal, state, and local laws and regulations in performing its obligations hereunder, including, without limitation, all U.S. export regulations. Contractor Services licensed under this Agreement are Commercial Computer Software under United States Federal Government Acquisition Regulations and agency supplements thereto. Contractor Services are provided to the federal government and its agency only under the Restricted Rights Provision of the Federal Acquisition Regulations applicable to commercial software developed at private expense and not in the public domain. The use, duplication or disclosure by the government is subject to restrictions as set forth in subdivision (c) (1) (ii) of the Rights in Technical Data and Computer Software at DFAR 252 227-7013. Unless exempt, Customer and Skillsoft shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. If applicable, the Customer and Skillsoft shall also abide by the requirements 41 CFR § 61-300.10 regarding veterans' employment reports and 29 CFR Part 471, Appendix A to Subpart A regarding posting a notice of employee rights.

Customer will be eligible to participate in Skillsoft's customer reference program which may include, but is not limited to, participation in customer case studies, press releases, collateral, and opportunities with media and industry analysts. Skillsoft is permitted to use Customer's name and logo in lists with other customers (including listing of customer's on its website). However, Skillsoft shall not use Customer's name in any other advertising material (including, without limitation, online or print-based advertisements) without advance authorization from Customer, which will not be unreasonably delayed, conditioned or withheld. Except as set forth in this Section above, there shall be no public announcement of this Agreement or the relationship between the Parties without mutual review and approval by both Parties, except as part of required governmental filings, SEC filings, quarterly earnings announcements and financial presentations.

This Agreement, set forth in US English, (including Exhibits attached hereto) constitutes the entire understanding and agreement between the parties and supersedes all prior and contemporaneous proposals, agreements and representations between them, whether written or oral, including any translated versions. If any provision of this license is not enforceable, it will be severed from this license and the remainder will remain in full force and effect. Customer shall not assign the Agreement in whole or in part, whether by operation of law or otherwise, without the advance, written consent of Skillsoft. Any purported transfer or assignment in violation of this Agreement shall be null and void and of no force and effect. This Agreement may only be amended in writing signed by Customer and an authorized signatory of Skillsoft that explicitly states that it is intended to amend this Agreement. No terms contained in Customer purchase orders, acknowledgments, shipping documents or other forms or documents shall have any force or effect over the licenses granted herein. The failure or delay by either party in exercising any right or remedy hereunder shall not operate as a waiver of any such right, power or remedy. Waiver by either party of any default shall not waive any prior, concurrent or subsequent defaults by the other party.

FY20-00113022Langton



The authorized representatives of Skillsoft and Customer have executed this Agreement signifying their agreement to its contents.

SKILLSOFT CORPORATION

CITY OF CARMEL, IN

Signature

Print Name

Title

Date

Signature

Print Name

Title

Date

CUSTOMER INFORMATION EXHIBIT

BILL TO
CONTACT
PHONE
E-MAIL
ADDRESS
CITY
STATE
COUNTRY
ZIP CODE

City of Carmel, IN
Timothy Renick
(317) 571-2567
trenick@carmel.in.gov
3 Civic Square
Carmel
IN
USA
46032

SHIP TO
CONTACT
PHONE
E-MAIL
ADDRESS
CITY
STATE
COUNTRY
ZIP CODE

City of Carmel, IN
Timothy Renick
(317) 571-2567
trenick@carmel.in.gov
3 Civic Square
Carmel
IN
USA
46032

EXHIBIT B 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 C

AFFIDAVIT

Melissa Talty, 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 Skillsoft Corporation (the "Employer")
in the position of Sr Mgr, Contracts & Revenue
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 5 day of March, 2020.

Melissa Talty

Printed: Melissa Talty

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.

Melissa Talty

Printed: Melissa Talty

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

103494

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
12/12/2019			371996	Training
SKILLSOFT CORPORATION VENDOR P.O. BOX 405527 ATLANTA, GA 30384--5527			ICS SHIP TO 31 1st Avenue N.W. Carmel, IN 46032- Timothy Renick (317) 571-2576	
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
42612				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1115 Fund: 101 General Fund
Account: 43-570.04
1 Each Training

\$5,000.00
Sub Total \$5,000.00



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

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$5,000.00

SHIPPING INSTRUCTIONS

- *SHIP PREPAID.
- *C.O.D. SHIPMENT CANNOT BE ACCEPTED.
- *PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS
- *THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 194 AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

PAYMENT

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

Timothy Renick

ORDERED BY

Timothy Renick
Director

TITLE

CLERK-TREASURER

CONTROL NO. 103494



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

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and Applied Concepts, Inc., (the "Vendor"), as City Contract dated August 7, 2019 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

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

Applied Concepts, Inc.

By:

By:

James Bralnard, Presiding Officer


Authorized Signature

Date: _____

Wm. H. TITTERINGTON
Printed Name

Mary Ann Burke, Member

Bids and Proposals Mgr
Title

Date: _____

Lori S. Watson, Member

FID/TIN: 75-1544925

Date: _____

Last Four of SSN if Sole Proprietor: _____

ATTEST:

Date: 03/03/2020

Sue Wolfgang, Clerk

Date: _____



City of Carmel

One Civic Square
Carmel, Indiana 46032
317.571.2400

Price Quote Data Form

Date: 2/5/2020

P.O. # 103763

Vendor <small>(Name, Address & Telephone Number)</small>	Item	Price Quotation
Applied Concepts, Inc. (Stalker Radar) 855 E. Collins Blvd. Richardson, TX	Dual- 2 antenna Radar Systems	\$38,360.00

Buyer: Applied Concepts, Inc.

Reason Order Was Placed With Successful Vendor: Current Vendor,

Order placed by: Jason Ogle

Exhibit A
1 of 1

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

103763

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
2/5/2020			368978	

APPLIED CONCEPTS INC	Police Department
VENDOR PO BOX 972943	SHIP TO 3 Civic Square
DALLAS, TX 75397--2943	Carmel, IN 46032-

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
44129				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1110 Fund: 0 Capital Lease Fund

Account: 44-670.99

20 Each	805-0022-00	Dual - 2 Antenna Radar System	\$1,898.00	\$37,960.00
1 Each		shipping	\$400.00	\$400.00
			Sub Total	\$38,360.00



Send Invoice To:
Police Department

3 Civic Square
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$38,360.00

SHIPPING INSTRUCTIONS

- *SHIP PREPAID.
- *C.O.D. SHIPMENT CANNOT BE ACCEPTED.
- *PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABE
- *THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 194 AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

PAYMENT

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

ORDERED BY

Jim Barlow

Jim Barlow
Chief

TITLE

James Crider

James Crider
Administration

CONTROL NO. 103763

CONTROLLER



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 Courtesy Ford Motors, LLC, an entity duly authorized to do business in the State of Indiana ("Vendor").

TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:**

Vendor acknowledges that it has read and understands this Agreement, and agrees that its execution of same constitutes its acceptance of all of the Agreement's terms and conditions.

2. **PERFORMANCE:**

City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 44-650.01 funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.

3. **PRICE AND PAYMENT TERMS:**

3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than Eight Hundred Sixty Five Thousand Six Hundred Eighteen Dollars and Seventy Two Cents (\$865,618.72) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within thirty-five (35) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.

3.2 Vendor agrees not to provide any Goods and Services to City that would cause the total cost of the Goods and Services provided by Vendor to City hereunder to exceed the Estimate, unless City has previously agreed, in writing, to pay an amount in excess thereof.

4. **WARRANTY:**

Vendor expressly warrants that the Goods and Services covered by this Agreement will conform to those certain specifications, descriptions and/or quotations regarding same as were provided to Vendor by City and/or by Vendor to and accepted by City, all of which documents are incorporated herein by reference, and that the Goods and Services will be delivered in a timely, good and workmanlike manner and free from defect. Vendor acknowledges that it knows of City's intended use and expressly warrants that the Goods and Services provided to City pursuant to this Agreement have been selected by Vendor based upon City's stated use and are fit and sufficient for their particular purpose.

5. **TIME AND PERFORMANCE:**

This Agreement shall become effective as of the last date on which a party hereto executes same ("Effective Date"), and both parties shall thereafter perform their obligations hereunder in a timely manner. Time is of the essence of this Agreement.

6. DISCLOSURE AND WARNINGS:

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

7. LIENS:

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

8. DEFAULT:

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

9. INSURANCE AND INDEMNIFICATION:

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

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

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

16. GOVERNING LAW; LAWSUITS:

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

17. SEVERABILITY:

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

18. NOTICE:

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

If to City:	City of Carmel Police Department 3 Civic Square Carmel, Indiana 46032	AND	Douglas C. Haney, Corporation Counsel Department of Law One Civic Square Carmel, Indiana 46032
-------------	--	------------	--

If to Vendor:	Courtesy Ford Motors, LLC 1341 S 13 th Street Decatur, Indiana 46733
---------------	---

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, 2020 and shall, on the first day of each January thereafter, automatically renew for a period of one (1) calendar year, unless otherwise agreed by the parties hereto.

23. HEADINGS

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

24. BINDING EFFECT

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

25. NO THIRD PARTY BENEFICIARIES

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

26. DEBARMENT AND SUSPENSION

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

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

27. **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.

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

CITY OF CARMEL, INDIANA

Courtesy Ford Motors, LLC

by and through its Board of Public
Works and Safety

By:

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

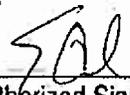
Date: _____

ATTEST:

Sue Wolfgang, Clerk

Date: _____

By:



Authorized Signature

Eugene Albers

Printed Name

Commercial Truck Manager

Title

FID/TIN: 27-2098643

Last Four of SSN if Sole Proprietor: _____

Date: 3-3-20

Vehicle Description:	2020 UTILITY POLICE INTERCEPTOR HYBRID AWD	
Model	K8A	
Standard Package/Equipment Group	500A	

Base Vehicle Package Requirements

Manufacturer Option Code	Option Description
99W	3.3L V6 Direct Injection Hybrid System
44B	10-Speed Automatic Transmission
96	Unique HD Cloth Front Bucket Seats w/ Rear Vinyl
55F	Remote Keyless Entry Key Fob w/o Key Pad
55F	Package of six (4) extra keys
59E,59B,59D,59F,59J,59C,59G	Keyed Alike - 1435x for 59E
86T	Tail Lamp/Police Interceptor Housing Only
51R	Driver's Only LED Spot Lamp (Unity) Whelen is additional \$25
	3.73 Axle Ratio
	18"X8" 5 Spoke Painted Black Steel Wheels inc. Polished Stainless Steel Hub Covers Center Caps and Full Size Spare
	255/60R18 All-Season BSW Tire
	Deep Tinted Glass
	Liftgate Rear Cargo Access
	8-Way Power Driver Seat
	AM/FM/MP3 Capable- inc clock 4 Speakers Bluetooth interface w/ hands free Bluetooth may not work with all devices
	1 USB Port 4.2" LCD Screen Center Stack Smart Display
	Dual-Zone Front Automatic Air Conditioning
	2 12V DC Power Outlets
	Front tow hooks
	Tire Specific Low Tire Pressure Monitor Warning
	Back-Up Camera w/Washer

Total Cost for Fort Wayne Specified Vehicle	* \$ 35,255.00 * AWD Base
--	---------------------------

Additional Options Available		"Pursuit Rated" 4WD
Description	Option Code	Additional Cost
Ultimate Wiring Package	67U	\$ 560
Police Wire Harness Connector Kit - Front/Rear	67V	\$ 185
Engine Block Heater	41H	\$ 90
Front License Plate Bracket	.153	\$ NC
Hidden Door-Lock Plunger w/Rear-door controls inop	52P	\$ 160
Daytime Running Lamps	942	\$ 45
Pre-Wiring for grille LED lights, siren and speaker	60A	\$ 50
Reverse Sensing System	76R	\$ 275
Aux Air Conditioning	17A	\$ 610 Popular with K-9 Units
Police Engine Idle Feature	47A	\$ 260
Mirrors - Heated Sideview	549	\$ 60
Police Perimeter Alert	68B	\$ 675
BLIS - Blind Spot Monitoring with Cross Traffic Alert	55B	\$ 545
1st & 2nd row carpet floors inc mats, front & rear	16C	\$ 125
2nd Row Cloth Seats	88F	\$ 60
Rear-Door Handles Controls Inoperable / Locks Inoperable	68G	\$ 75
Rear Camera On-Demand	19V	\$ 160
Rear View Camera (mirror display)	87R	\$ NC
Spot Lamp - LED Bulb, Dual (driver and passenger) (Unity)	51S	\$ 620 Whelen is \$665
Rear Quarter Glass Side Marker Lights	63L	\$ 575
Pre-Wiring for grille LED lights, siren and speaker	60A	\$ 50
Dark Car Feature - Courtesy lamp disable w/ doors open	43D	\$ 25
Front Warning Auxiliary Light	21L	\$ 550
Interior Upgrade Package	65U	\$ 390
Ready For the Road Package	67H	\$ 3,595
Tail Lamp Lighting Solution	66B	\$ 430
Rear Lighting Solution	66C	\$ 455
Front Headlamp Lighting Solution	66A	\$ 895

Colors		
Arizona Beige Metallic Clearcoat	Dark Blue	Medium Titanium Metallic
Vermillion Red	Royal Blue	Oxford White
Blue Metallic	Light Blue Metallic	Agate Black
Smokestone Metallic	Silver Grey Metallic	Dark Toreador Red Metallic
Kodiak Brown Metallic	Sterling Grey Metallic	Iconic Silver Metallic
Medium Brown Metallic	Norsea Blue Metallic	

Delivery:	within 135 miles: \$ 1.50/mile	136 - 250 miles: \$ 1.85/mile	over 251 miles: CALL
Dealer Name	Tom Kelley Ford		
Contact Name	Gene Albers		
Phone Numbers	Direct 260-434-4716 Cell 260-312-6210		
Contact Email	ealbers@kelleyauto.com		
Dealer Address	1341 S 13th St Decatur IN 46733		

Exhibit A
663



Quote/Purchase Agreement

Date:
 Quotation #:
 Expire Date:

To: Carmel PD
 Blaine Mallaber
 3 Civic Square
 Carmel IN 46032
 Phone: 317-571-2548
 E-mail: bmallaber@carmel.in.gov

From:
 Gene Albers
 1341 E 13th St
 Decatur IN 46733
 Phone: 260-312-6210
 Fax: 260-471-8330
ealbers@kelleyauto.com

Office Located
 at our Kelley Chevy
 Store in Fort Wayne

Salesperson Gene Albers	Pool ORDER	Job Type Municipal	In-Stock	Bid/FAN Number	Approx. Delivery Date
----------------------------	----------------------	------------------------------	----------	----------------	-----------------------

Qty	Item #	Description	MSRP	Discount	Line Total
		2020 Ford Police Interceptor AWD SUV price incs. Dark car feature, Drivers side spot light (whelen), Pre-wiring grill lamp. Keyle- entry and anti-theft alarm, Aux Air Conditioning	\$ 43,375.00	\$ 7,102.00	\$ 36,273.00
		window tint front two windows	\$60		60.00
		Ford factory floorliners	\$130.90		130.90
		2 extra keys not including Fobs	15.38		15.38
		Bid is a piggyback off of the City of Fort Wayne 2019-2020 bid			75.00

Delivery is set as \$1.50 a miles, due to volume
 we can do a flat \$75 to cover gas and driver's
 fees
 *if being picked up the delivery fee is waved

Dealer Fees

1.00	Tire Tax	Indiana Tire Tax = \$0.25 per tire	Included		Included
1.00	Documents	Dealer Documentation Fee	Waived		Waived
			Total Discount	\$ 7,102.00	
				Subtotal	\$36,554.28
				Sales Tax	EXEMPT
				Total	\$36,554.28

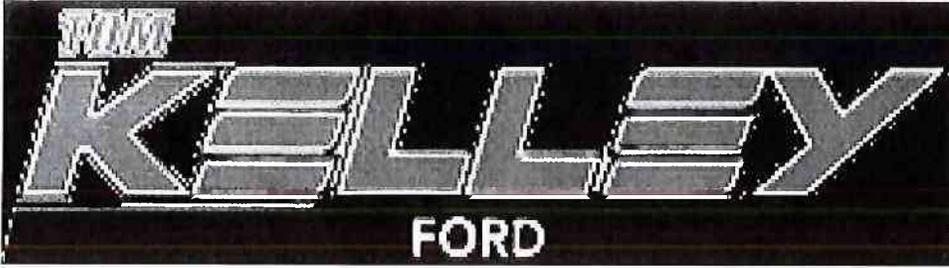
Quotation prepared by: Gene Albers
 To accept this as a Purchase Agreement, please sign here and
 return:

Thank you for the opportunity to earn your business !!

Tom Kelley Ford

Exhibit

A
2013



Quote/Purchase Agreement

Date:
 Quotation #:
 Expire Date:

To: Carmel PD
 Blaine Mallaber
 3 Civic Square
 Carmel IN 46032
 Phone: 317-571-2548
 E-mail: bmallaber@carmel.in.gov

From:
 Gene Albers
 1341 E 13th St
 Decatur IN 46733
 Phone: 260-312-6210
 Fax: 260-471-8330
ealbers@kelleyauto.com

1341 E 13th St
 Decatur, IN 46733
 Kelley Ford Store in Fort Wayne

Salesperson	Pool	Job Type	In-Stock	Bid/FAN Number	Approx. Delivery Date
Gene Albers	ORDER	Municipal			

Qty	Item #	Description	MSRP	Discount	Line Total
		2020 Ford Police Interceptor AWD SUV price incs. Dark car feature, Drivers side spot light (whelen), Pre-wiring grill lamp. Keyle entry and anti-theft alarm,	\$ 42,765.00	\$ 7,000.00	\$ 35,765.00
		window tint front two windows	\$60		60.00
		Ford factory floorliners	\$130.90		130.90
		2 extra keys not including Fobs	15.38		15.38
		Bid is a piggyback off of the City of Fort Wayne 2019-2020 bid			75.00

Delivery is set as \$1.50 a miles, due to volume
 we can do a flat \$75 to cover gas and driver's
 fecs
 *if being picked up the delivery fee is waved

<u>Dealer Fees</u>		Included	Included
		Waived	Waived
1.00	Tire Tax Indiana Tire Tax = \$0.25 per tire		
1.00	Documents Dealer Documentation Fee		
Total Discount		\$ 7,000.00	
Quotation prepared by: Gene Albers		Subtotal	\$36,046.28
To accept this as a Purchase Agreement, please sign here and return:		Sales Tax	EXEMPT
		Total	\$36,046.28

Thank you for the opportunity to earn your business !!

Tom Kelley Ford

Exhibit A
3 of 3

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

Eugene Albers, 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 Kelley Auto Group LLC (the "Employer") in the position of Fleet 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 11 day of March, 2020

EAL
Printed: Eugene Albers

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.

EAL
Printed: Eugene Albers

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

103749

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
1/31/2020			373864	

TOM KELLEY FORD LLC **Police Department**
VENDOR 1341 S 13TH STREET *SHIP TO* 3 Civic Square
 DECATUR, IN 46733 - Carmel, IN 46032-

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
43966				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1110 Fund: 0 Capital Lease Fund

Account: 44-650.01

23 Each	2020 Ford Police Interceptor AWD SUV	\$36,046.28	\$829,064.44
1 Each	2020 Ford Police Interceptor AWD SUV K-9	\$36,554.28	\$36,554.28
	Sub Total		\$865,618.72



Send Invoice To:
Police Department

3 Civic Square
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
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SHIPPING INSTRUCTIONS

- *SHIP PREPAID.
- *C.O.D. SHIPMENT CANNOT BE ACCEPTED.
- *PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL
- *THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 194 AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

PAYMENT

\$865,618.72

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

ORDERED BY

Jim Barlow

Jim Barlow
Chief

James Crider

James Crider
Administration

TITLE

CONTROLLER

CONTROL NO. 103749



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

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and Blunk Safety Systems, Inc., (the "Vendor"), as City Contract dated August 7, 2019 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

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

Blunk Safety Systems, Inc.

By:

By:

James Brainard, Presiding Officer
Date: _____

Authorized Signature

Mary Ann Burke, Member
Date: _____

Corey S. Blunk
Printed Name

Vice President
Title

Lori S. Watson, Member
Date: _____

FID/TIN: 20-2890384

Last Four of SSN if Sole Proprietor: _____

ATTEST:

Date: 3/11/20

Sue Wolfgang, Clerk
Date: _____

Safety Systems
 4113 Turner Road
 Richmond, IN 47374

QUOTATION

Quote Number: 2020 Utility PFR
 Quote Date: Jan 7, 2020
 Page: 1

Voice: 765-935-3566
 Fax: 765-935-9713

Quoted To:
 Carmel Police Department
 3 Civic Square
 ATTN: Pat Young
 Carmel, IN 46032

Customer ID	Good Thru	Payment Terms	Sales Rep
Carmel P.D.	2/6/20	Net 30 Days	Corey S. Bunk

Quantity	Item	Description	Unit Price	Amount
54.00	XSM2-BRW	Federal XStream Dual Head (Blue/Red/White)	131.00	7,074.00
48.00	MPS600U-RR	Federal MicroPulse 600U Surface Mount (Red/Red)	55.00	2,640.00
48.00	MPS600U-BB	Federal MicroPulse 600U Surface Mount (Blue/Blue)	55.00	2,640.00
24.00	IPX-LPV2	Federal MicroPulse License Plate Bracket	29.00	696.00
96.00	416910-W	Federal LED HideAway (Clear)	45.75	4,392.00
50.00	MPSW6-RB	Federal MicroPulse Wide Angle Under Mirror LED (Red/Blue)	83.20	4,160.00
16.00		Pro Gard P1000UINT20AOSB Pro-Cell with outboard seat belts	1,704.00	27,264.00
48.00		Pro Gard Prisoner Transport Lighting, PTL4213	113.68	5,456.64
2.00		Pro Gard Barrier B4705UINT20	296.85	593.70
21.00		Federal Signal 51" Integrity Light Bar W/2020 Interceptor Utility Hook Kit	1,370.00	28,770.00
24.00	PF200R	Federal PathFinder Siren/Switch Control (Remote Head) 9 Button	528.00	12,672.00
62.00	MPS620U-BR	Federal MicroPulse Ultra Dual Color (Red/Blue)	71.00	3,692.00
26.00	ES100	Federal Signal 100 Watt Speaker includes Bracket (2 Interceptor Utility Brackets) No Drill	131.00	3,406.00
24.00		Cabinets with Tray	1,986.60	47,878.40
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued

23

45691.80

Exhibit A
 1 of 3

Safety Systems
 4113 Turner Road
 Richmond, IN 47374

QUOTATION

Quote Number: 2020 Utility PFR
 Quote Date: Jan 7, 2020
 Page: 2

Voice: 765-935-3566
 Fax: 765-935-9713

Quoted To:
Carmel Police Department 3 Civic Square ATTN: Pat Young Carmel, IN 46032

Customer ID	Good Thru	Payment Terms	Sales Rep
Carmel P.D.	2/6/20	Net 30 Days	Corey S. Blunk

Quantity	Item	Description	Unit Price	Amount
3.00		Federal Low Profile Visor Light. (Red/Blue with Flood)	590.00	1,770.00
3.00		Federal Rear CN Signalmaster (Red/Blue with Amber)	580.00	1,740.00
3.00		CN Signalmaster rear mounting kits for 2020 Interceptor Utility	26.15	78.45
24.00		Havis C-VS-1012-INUT Console	304.80	7,315.20
20.00		Havis C-PM-124 Drop In Printer Mount	189.03	3,780.60
24.00		Havis C-ARM-103	77.00	1,848.00
24.00		Havis C-CUP2-1	26.80	643.20
1.00		American Aluminum K9 Kennel	2,039.00	2,039.00
1.00		American Aluminum Shipping	505.00	505.00
1.00		Havis Shipping	505.00	505.00
24.00		Federal OBD II Plug for Pathfinder Siren	91.60	2,198.40
			Subtotal	173,557.59
			Sales Tax	
			TOTAL	173,557.59

171,570.99

Exhibit A
 2 of 3

Safety Systems
 4113 Turner Road
 Richmond, IN 47374

QUOTATION

Quote Number: Blaine Mallaber
 Quote Date: Feb 12, 2020
 Page: 1

Voice: 765-935-3566
 Fax: 765-935-9713

Quoted To:
Carmel Police Department 3 Civic Square ATTN: Pat Young Carmel, IN 46032

Customer ID	Good Thru	Payment Terms	Sales Rep
Carmel P.D.	3/13/20	Net 30 Days	Corey S. Blunk

Quantity	Item	Description	Unit Price	Amount
1.00	PKG-PSM-385	Havis Premium Passenger Side Mount for Expedition/F-150	424.53	424.53
1.00	Shipping	Shipping (TBD)		
			Subtotal	424.53
			Sales Tax	
			TOTAL	424.53

Exhibit A
 3 of 3

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

103761

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
2/5/2020			359261	

SAFETY SYSTEMS
VENDOR 4113 TURNER ROAD

RICHMOND, IN 47374 -

Police Department
SHIP TO 3 Civic Square
Carmel, IN 46032-

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
44125				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1110 Fund: 0 Capital Lease Fund

Account: 44-670.99

1 Each	vehicle emergency lighting, utility cabinets	\$171,995.52	\$171,995.52
		Sub Total	\$171,995.52



Send Invoice To:
Police Department

3 Civic Square
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

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

SHIPPING INSTRUCTIONS

- *SHIP PREPAID.
- *C.O.D. SHIPMENT CANNOT BE ACCEPTED.
- *PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS
- *THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 194 AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

PAYMENT

\$171,995.52

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

ORDERED BY

Jim Barlow

Jim Barlow

TITLE

Chief

CONTROLLER

James Crider

James Crider

Administration

CONTROL NO. 103761



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 Hood's Gardens, 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 43-504.00 funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.

3. **PRICE AND PAYMENT TERMS:**

3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than Twenty Two Thousand Five Hundred Fifty Two Dollars and Fifty Cents (\$22,552.50) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within thirty-five (35) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.

3.2 Vendor agrees not to provide any Goods and Services to City that would cause the total cost of the Goods and Services provided by Vendor to City hereunder to exceed the Estimate, unless City has previously agreed, in writing, to pay an amount in excess thereof.

4. **WARRANTY:**

Vendor expressly warrants that the Goods and Services covered by this Agreement will conform to those certain specifications, descriptions and/or quotations regarding same as were provided to Vendor by City and/or by Vendor to and accepted by City, all of which documents are incorporated herein by reference, and that the Goods and Services will be delivered in a timely, good and workmanlike manner and free from defect. Vendor acknowledges that it knows of City's intended use and expressly warrants that the Goods and Services provided to City pursuant to this Agreement have been selected by Vendor based upon City's stated use and are fit and sufficient for their particular purpose.

5. **TIME AND PERFORMANCE:**

This Agreement shall become effective as of the last date on which a party hereto executes same ("Effective Date"), and both parties shall thereafter perform their obligations hereunder in a timely manner. Time is of the essence of this Agreement.

6. DISCLOSURE AND WARNINGS:

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

7. LIENS:

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

8. DEFAULT:

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

9. INSURANCE AND INDEMNIFICATION:

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

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

10. GOVERNMENT COMPLIANCE:

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

11. NONDISCRIMINATION:

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

12. E-VERIFY:

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

13. NO IMPLIED WAIVER:

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

14. NON-ASSIGNMENT:

Vendor shall not assign or pledge this Agreement, whether as collateral for a loan or otherwise, and shall not delegate its obligations under this Agreement without City's prior written consent.

15. RELATIONSHIP OF PARTIES:

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

16. **GOVERNING LAW; LAWSUITS:**

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

17. **SEVERABILITY:**

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

18. **NOTICE:**

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

If to City:	City of Carmel Street Department 3400 W 131 st Street Carmel, Indiana 46074	AND	Douglas C. Haney, Corporation Counsel Department of Law One Civic Square Carmel, Indiana 46032
-------------	---	------------	--

If to Vendor:	Hood's Gardens, Inc. 11644 Greenfield Avenue Noblesville, Indiana 46060
---------------	---

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, 2020 and shall, on the first day of each January thereafter, automatically renew for a period of one (1) calendar year, unless otherwise agreed by the parties hereto.

23. HEADINGS

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

24. BINDING EFFECT

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

25. NO THIRD PARTY BENEFICIARIES

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

26. DEBARMENT AND SUSPENSION

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

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

Hood's Gardens, Inc.
Street Department - 2020
Appropriation #2201 43-504.00 Fund; P.O. #103641
Contract Not To Exceed \$22,552.50

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.

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

CITY OF CARMEL, INDIANA

Hood's Gardens, 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:

Sue Wolfgang, Clerk

Date: _____

By:

Authorized Signature

Printed Name

Title

FID/TIN: _____

Last Four of SSN if Sole Proprietor: _____

Date: _____

2020 Hanging Basket specifications:

City of Carmel will deliver water saver basket liners to grower at their desired time. The Grower will clean all basket liners. They are to be washed and treated with appropriate fungicide to sanitize pots prior to planting.

All basket liners wicks are to be replaced with new wicks. Soil mix for baskets will be a soilless mix, with no bark.

All baskets to have a fresh application of Osmocoat or similar slow release fertilizer applied just prior to delivery. Fertilizer must be a formula and applied at manufacturer's rate and specified to last a minimum of three months. A complete soil analysis is to be made prior to delivery and results shared with the City of Carmel, including soil PH, Nitrogen concentration, etc.

The following sizes and quantities will be needed. Please include delivery to the Hub near Carmel City Hall on May 11th or 12th, 2020 in your submission.

- 100 16" water saver basket and liner- **these are NOT the flowers- these are the actual plastic baskets we are requesting pricing for (same or similar to H2O Labor Savor from Acorn Farms).**- These baskets will be used as part of the 990 baskets to be grown.
- 18 28" wire baskets, provided by City of Carmel, to include the plants listed below. Grower will provide new coco liners from manufacturer to insure proper size. Liners can be purchased from Oregon Wire Products. Plants are listed per basket.
- 12 Dragonwing Begonia- Pink 216 total plants
 - 4 Silver Falls Dichondra 72 total plants
- 80 Half-moon pieces to make up (40) 28" water saver baskets, provided by City of Carmel, to include the plants listed below. Plants are listed per half-moon piece.
- 5 Dragonwing Begonia- Pink 400 total plants
 - 2 Silver Falls Dichondra 160 total plants
- 990 16" water saver basket liners, provided by City of Carmel, to include the plants listed below. Plants are listed per basket.
- 5 Dragonwing Begonia- Pink 4950 total plants
 - 3 Silver Falls Dichondra 2970 total plants
- 10 16" water saver basket liners, provided by City of Carmel, to include the plants listed below. Plants are listed per basket. Only Trial Group
- 6 Mandevilla- Madinia Pink 60 total plants

END OF SPECIFICATIONS

Exhibit

A
1 of 2



30-Oct-19
 Mike Wieczorek
 Mike@hoodsgardens.com
 317.773.6015

City of Carmel - Street Department
Spring 2020 Hanging Basket Order City of Carmel
 3400 W 131st Street
 Carmel, IN 46074

Item	Amount	Cost Each	Total
16" Weekender Hanging Baskets New, empty hanging baskets, to be utilized in planting.	100	\$17.25	\$1,725.00
16" Weekender Hanging Baskets 8 Plants - 3 Silver Falls Dichondra, 5 Begonia Dragon Wing Pink	990	\$18.25	\$18,067.50
16" Weekender Hanging Baskets 6 Plants - 6 Mandina Mandevilla Pink	10	\$23.00	\$230.00
28" Wrap Around Hanging Baskets 7 Plants 5 Begonia Dragon Wing Pink 2 Dichondra Silver Falls	80	\$18.00	\$1,440.00
28" Wire Baskets 16 Plants 12 Begonia Dragon Wing Pink	18	\$45.00	\$810.00
Included in Basket Cost: Cleaning and Sanitizing Basket Liners Installing new moisture wicks Fresh Fertilizer before shipping			
		Total Baskets	\$22,272.50
		Delivery 4 * \$70.00	\$280.00
		Total Cost	\$22,552.50

Hood's Gardens - 11644 Greenfield Ave, Noblesville, IN 46060 - 317.773.6015

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

Tina Hood, 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 Hood's Gardens, Inc (the "Employer") in the position of owner.
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 18 day of January, 2020

Tina Hood

Printed: Tina Hood

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.

Tina Hood

Printed: Tina Hood

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

103641

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
1/2/2020			353541	
HOODS GARDENS INC VENDOR 11644 GREENFIELD AVENUE NOBLESVILLE, IN 46060 -		Street Department SHIP TO 3400 W. 131st Street Carmel, IN 46074- (317) 733-2001		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
43115				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2201 Fund: 2201 Motor Vehicle Highway FND

Account: 43-504.00

1 Each	Hanging Baskets	\$22,552.50	\$22,552.50
		Sub Total	\$22,552.50



Send Invoice To:
Street Department

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

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$22,552.50

SHIPPING INSTRUCTIONS

- *SHIP PREPAID.
- *C.O.D. SHIPMENT CANNOT BE ACCEPTED.
- *PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS
- *THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 194 AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

PAYMENT

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

ORDERED BY

Dave Huffman

Dave Huffman
Director

TITLE

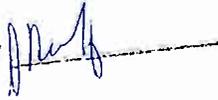
James Crider

James Crider
Administration

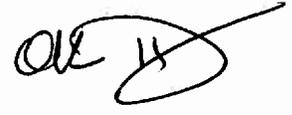
CONTROL NO. 103641

CONTROLLER

APPROVED BY



Prior Deed References: Instrument No. 200000051403,
In the Recorder's Office for Hamilton County, Indiana



SANITARY SEWER EASEMENT AGREEMENT

This Sanitary Sewer Easement Agreement (the "Agreement") is made and entered into this ___ day of _____, 2020, by and between **Stephen W. Delaplane** and **Jacqueline P. Delaplane**, husband and wife, (collectively "Grantor") and the City of Carmel, Indiana ("Grantee").

RECITALS:

- A. Grantor is the owner of certain real property located at 5186 Briarwood Trail, Carmel, Hamilton County, Indiana ("Grantor's Property").
- B. Grantee requires a permanent, non-exclusive easement over, through, under, upon and across that portion of Grantor's Property more particularly described and depicted in Exhibit A attached hereto and incorporated herein, (the "Easement Property") to provide for the laying, installing, constructing, maintaining, operating, inspecting, altering, repairing, replacing and removing sewer utility lines; sewer mains, pipes, conduits; auxiliary or feeder service mains, pipes, conduits; manholes; and other facilities, appliances, apparatus and structures necessary for the purpose of providing sanitary sewage disposal services on, over, under and across the Easement Property (the "Improvements"). The non-exclusive easement is to maintain an underground sanitary sewer pipe and manholes. Grantee does not have a right to construct any above ground structures without prior knowledge and consent of the Grantor.

NOW, THEREFORE, for and in consideration of the foregoing recitals, which are incorporated herein by reference and the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive, perpetual easement for the purpose for the laying, installing, constructing, maintaining, operating, inspecting, altering, repairing, replacing and removing the Improvements on, over, under and across the Easement Property. Grantee shall have the right to: (a) remove from the Easement Property any fences, structures, asphalt or concrete paving, curbing or other improvements, trees, bushes, earth berming, landscaping and other structures that exist prior to, at the time of, or after Grantee's acquisition of such easement; and (b) make such alterations and improvements to the Easement Property as Grantee deems may be necessary or useful in the exercise of Grantee's rights hereunder. Grantee shall also have the right of ingress and egress over, under, upon and across the Grantor's Property for purposes of access to the Easement Property. The easement also includes the rights and privileges to temporarily use, from time to time, additional space on the Grantor's Property, where available and necessary, for equipment and materials necessary for the installation, repair and maintenance of the Improvements located in, under, upon, over, and/or across the Easement Property, to do all acts and things requisite and necessary for the full enjoyment of the easement hereby granted, and for nearby property owner,

their grantees, successors, agents, or employees, to connect the premises of such nearby property owners by service pipes to the Improvements installed by Grantee within the Easement Property, provided such nearby property owners, their grantees, successors, agents, or employees restore the portion of the Grantor's Property disturbed by their work to a condition that is as near the condition that existed just prior to the time the portion was disturbed by them as is practicable.

2. Obligations of Grantee. Should Grantee damage the Easement Property in exercising Grantee's rights hereunder, Grantee shall restore the Easement Property to the extent practicable to the condition as existed prior to such use provided however, Grantee shall have no obligation to restore any prohibited items per Section 3 hereof. Notwithstanding any other provision of this Easement, Grantee shall maintain, repair, replace and service the Improvements.

3. Rights Retained by Grantor. Grantor shall retain unto itself the right to use the Easement Property for any and all purposes and uses not inconsistent with the foregoing easement. Notwithstanding the foregoing, Grantor shall not erect or maintain any permanent structures, obstructions, or other improvements under and/or upon the surface of or over the Easement Property or perform any act which would impair or interfere with Grantee's use and enjoyment of the Easement Property or the easement herein granted. The immediately preceding sentence prohibits (among the other prohibitions effected by it) the erecting or maintaining in the Easement Property of any earthen mound or series or system of earthen mounds.

4. Obligations of Grantor. Grantor shall keep the Easement Property free of any fence, structure, asphalt, gravel, plants, concrete or other improvements (other than those installed by Grantee). Grantor shall mow and care for the grass located within the Easement Property. Grantor shall not block, impede or interfere with the Improvements or Grantee's access to or use of the Easement Property.

5. Easement and Covenants Appurtenant. The easement granted, created and made herein, together with the benefits thereof, shall run with the Grantor's Property and the Easement Property, inure to the benefit of Grantee and its grantees, successors and assigns and shall bind Grantor and its grantees, successors and assigns. All covenants and agreements hereunder may be enforced by an action for specific performance, and in the event that a party breaches any such covenant or agreement, the other party may exercise any remedy available hereunder, at law or in equity, and recover from the breaching party all amounts expended in connection with exercising any such remedy (including without limitation, court costs and attorneys' fees).

6. Environmental Matters. Grantor covenants and represents that to the best of its knowledge, neither the Grantor's Property nor the Easement Property is presently the subject of, nor is there the threat of, any federal, state, or local environmentally related lien, proceeding, claim, liability or action. Grantor agrees that between Grantor and Grantee, the acceptance of this Agreement by Grantee shall not increase the liability of Grantee for environmentally related claims arising from or related to (i) conditions on the Grantor's Property or the Easement Property prior to the acceptance of this Agreement; (ii) acts of Grantor or any other third party; or (iii) conditions on the Grantor's Property or the Easement Property not created by Grantee.

7. Other Obligations. Grantor agrees that this Agreement shall not transfer to

Grantee any past, present, or future obligation(s) of Grantor to be responsible for, or to pay, any tax, assessment, or fee associated with or related to the Grantor's Property or Easement Property.

8. Waiver. Waiver by either party of any one default hereunder will not be deemed to be a waiver of any other default under this Agreement. Any remedy or election under this Agreement will not be deemed exclusive, but instead, whenever legally permissible, will be cumulative with all other remedies at law or in equity.

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

10. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and all prior agreements, communications and negotiations between the parties, either verbal or written, are hereby merged into this Agreement. This Agreement may be terminated, modified, or amended only by a writing signed by the parties, and no agreement or consent of any other persons shall be necessary for such termination, modification, or amendment.

11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Indiana.

12. Notice. Any and all notices, demands, requests, submissions, approvals, consents, or other communications or documents required to be given, delivered or served or which may be given, delivered or served under or by the terms and provisions of this Agreement or pursuant to law or otherwise, shall be in writing. All notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by certified or regular U.S. mail, postage prepaid, in which case notice shall be deemed delivered two business days after deposit in such mails, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt or refusal of delivery. All notices shall be addressed to the respective parties as follows:

If to Grantee: City of Carmel
One Civic Square
Carmel, Indiana 46032
Attn: Corporation Counsel

With a copy to : City of Carmel
One Civic Square
Carmel, Indiana 46032
Attn: Director of Utilities

If to Grantor: Stephen W. and Jacqueline P. Delaplane
5186 Briarwood Trail
Carmel, Indiana 46032

Any such notice will be effective three days after the notice has been deposited in the United States mail, as provided above, or if earlier upon receipt.

13. Severability. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance, shall at any time or to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term, covenant, condition and provision of this Agreement shall continue to be valid, binding and enforceable to the fullest extent permitted by law.

14. Authority. The person(s) executing this instrument on behalf of Grantor hereby represent that they have the authority to bind Grantor to the terms and conditions set forth herein and that all necessary action therefore has been taken. Grantor further represents and warrants to Grantee that Grantor is the fee simple owner of the Easement Property; that Grantor has the right to grant this easement; that Grantor guarantees the quiet access to the Easement Property to the Grantee; that the Easement Property is free of any liens or encumbrances, except the lien of current taxes and any other lien or encumbrance that, as of the date of execution hereof, appears of public record; no approval of any other party is necessary for the granting of this Agreement or to the extent necessary has been obtained by Grantor; and that, subject to the foregoing, Grantor will warrant and defend Grantee's title to the easement granted hereby against all claims thereon.

[Signature pages follow]

Grantee:

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

BY:

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, Clerk

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared James Brainard, Mary Ann Burke, and Lori Watson, who having been duly sworn/affirmed, state(s) that they are members of the City of Carmel's Board of Public Works and Safety and have the execution of the foregoing Agreement on behalf of such entity.

Witness my hand and notarial seal this ___ day of _____, 2020.

Notary Public

Printed Name

My Commission Expires:

My County of Residence:

This instrument was prepared by Tammy K. Haney, Keller Macaluso LLC, 760 3rd Avenue SW, Suite 210, Carmel, IN 46032.

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

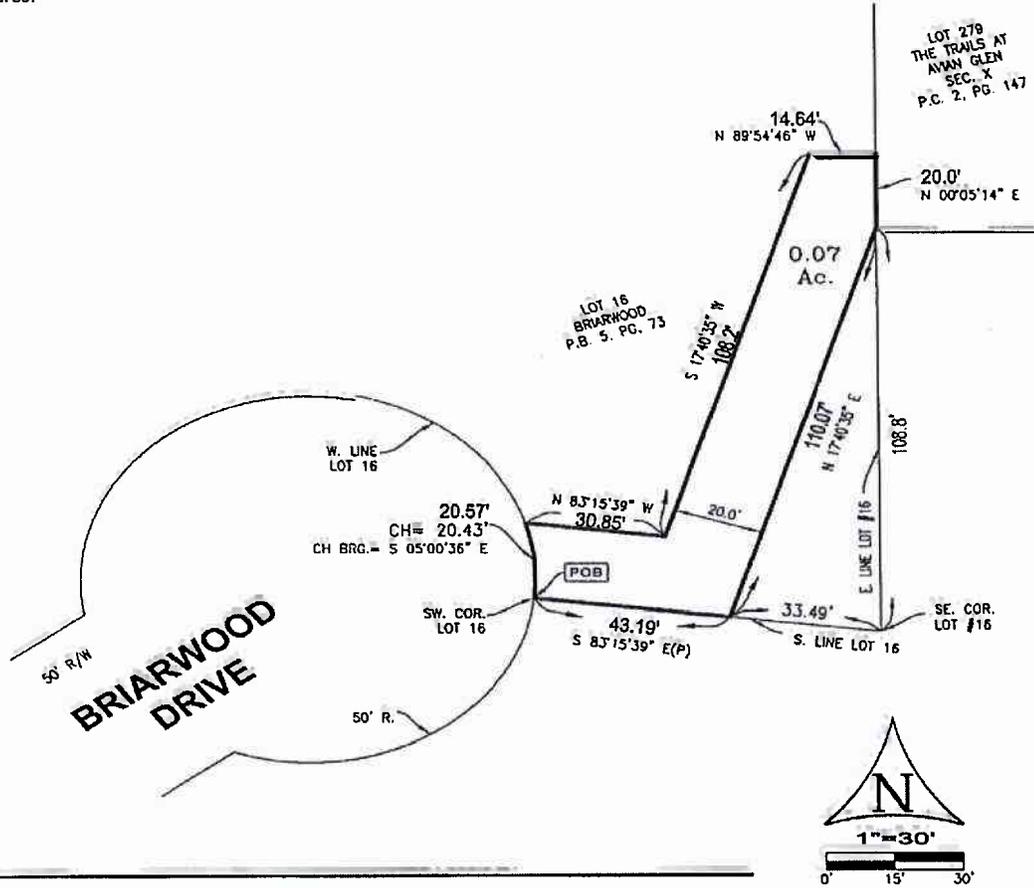
#151734

EXHIBIT A

EASEMENT PLAT

Part of Lot Number 16 in Briarwood, a Plat recorded in Plat Book 5, page 73 in the Recorder's Office of Hamilton County, Indiana, more particularly described as follows:

Beginning at the Southwest corner of Lot Number 16 in Briarwood, a plat recorded in Plat Book 5, page 73 in the Recorder's Office of Hamilton County, Indiana; thence South 83 degrees 15 minutes 39 seconds East (plat bearing and basis for this description) along the South line of Lot Number 16 a distance of 43.19 feet; thence North 17 degrees 40 minutes 35 seconds East a distance of 110.07 feet to a point on the East line of Lot Number 16, said point being 108.8 feet North of the Southeast corner of Lot Number 16; thence 00 degrees 05 minutes 14 seconds East along the East line of Lot Number 16 a distance of 20.0 feet; thence North 89 degrees 54 minutes 46 seconds West a distance of 14.64 feet; thence South 17 degrees 40 minutes 35 seconds West a distance of 108.2 feet to a point 20.0 feet North of the South line of Lot Number 16; thence North 83 degrees 15 minutes 39 seconds West a distance of 30.85 feet to a point on the West line of Lot Number 16; thence Southerly along the West line of Lot Number 16 on a curve to the right having a radius of 50.0 feet, a chord bearing of South 05 degrees 00 minutes 36 seconds East, a chord distance of 20.43 feet to the point of beginning, containing 0.07 acres.



Date: 09/17/18

1987 2017

DONOVAN
ENGINEERING, INC

3521 Lake Avenue, Suite 2
Fort Wayne, Indiana 46805
Office 260.424.7418
Fax 260.424.1918
www.donovan-eng.com

GREGORY L. ROBERTS
REGISTERED
No. S0548
STATE OF INDIANA
LAND SURVEYOR

SHEET OF 1

L:\AutoCAD\Lot Survey\16 Briarwood, 20 Feet Easement.dwg

**CITY OF CARMEL, INDIANA
SPECIAL EVENT/FACILITY USE REQUEST FORM**

Please read the City of Carmel Special Event/Facility Use Public Policy thoroughly.

City of Carmel Use Only *Jacob 3/11*
Approvals via email *BPD 3/18*
CRED *OK Purcell 3-1-20*
CFD *OK Sutton 2-24-20*
CPD *OK Keith 2-24-20*
ENGR *Kirsh OK 2-24-20*
(Engr only if required for street use)

CONTACT INFORMATION:

Contact Person: Todd Oliver Email Address: todd@carmelmarathon.com

Home Phone: () _____ Cell Phone: () 317.407.8489

Address: 3575 Inverness Blvd

City, State, Zip: Carmel, IN 46032

Name/Organization: Carmel Road Racing Group

For-Profit Organization: XX Non-Profit Organization: _____ Individual: _____

Do you reside or are you located within the Carmel city limits? Yes X No _____

Event/Use Purpose: 2020 Donut 5K - street closures

Date(s) Requested: December 19, 2020

Number of people expected? 2,200

Total time needed (including set up and tear down) FROM 8:30 9:00 AM a.m./p.m. TO 9:40 10:15 AM a.m./p.m.

Event start time: 8:30 9:00 AM a.m./p.m. Event end time: 9:40 10:15 AM a.m./p.m.

Rehearsal Date: N/A FROM: _____ a.m./p.m. TO _____ a.m./p.m.

Will a fee be charged for the event? Yes X No _____ (If yes, please describe in narrative below.)

PROVIDE A BRIEF DESCRIPTION OF THE EVENT: (Attach additional pages if needed.)

The Donut 5K has become Carmel's third largest running event of the year as a holiday tradition for runners and walkers. The 2019 event sold out at 2,500 and attracted participants from 21 states as they chose to fit fitness in during the Holidays. Event benefits local animal rescues and dogs are allowed to join on a 4ft leash. Carmel Racquet Club will again serve as the Host Venue as all participants are welcome inside over six indoor tennis courts for the fun.

CITY FACILITY(S) REQUESTED:

- ___ Center Green
- ___ Civic Square Fountain Area
- ___ Civic Square Gazebo
- ___ Japanese Garden
- ___ Monon & Main Plaza
- ___ Midtown Plaza (Available June 1, 2019)
- ___ Reflecting Pool (Please note that Veteran's Plaza is not available for rent.)
- ___ Sophia Square

SPECIAL REQUESTS:

- Electricity
- Fountain Restroom (Fountain/Gazebo)
- James Building Restrooms (Center Green)
- Other _____

VENDORS: (See City of Carmel Facility Use Policy)

- Vendors present
- Food served
- Alcohol served

CITY SERVICES NEEDED: (See City of Carmel Facility Use Policy)

- Emergency Medical Services (EMS)
- Traffic Control
- Onsite Security
- Barricades
- Extra Trash Receptacles

EVENT SET UP: (See City of Carmel Facility Use Policy)

- Stage; Size _____
- Tent(s); Size _____
- Bounce House
- Other _____

Name and phone number of merchant(s) doing set up:

STREET(S) REQUESTED: (See City of Carmel Facility Use Policy) **An easy to read, color map of the area is required with submission.**

Neighborhood Name/Streets to be Closed (include addresses as appropriate)

See attached _____

Type of Closure:

- Rolling closure
- Total closure
- Lane restrictions _____
- Other _____

SECURITY DEPOSIT AND FEE: (See City of Carmel Facility Use Policy)

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

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

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY FACILITY USE POLICY

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Approved this _____ day of _____, 201__.

Carmel Road Racing Group

Name of Organization/Applicant



Signature of Authorized Agent/
Applicant

Todd Oliver / President

Printed Name and Title (If applicable)

3575 Inverness Blvd, Carmel 46032

Address of Organization/Applicant

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

Date: January 15, 2020

ATTEST:

Christine S. Pauley, Clerk-Treasurer

Date: _____

Special Conditions: _____



CITY OF CARMEL

REVIEWED VIA EMAIL

CRED Purcell OK 3-2-20
CFD Sutton OK 2-19-20
CPD Keith OK 2-20-20
ENG NA

(only if needed for street use)

9/18
Plein Air,
Paint Competition

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

~~Midtown Plaza~~ * Sophia Square
Midtown area

Contact Person: City of Carmel - Meg Gates Osborne
Email: Meg@MegPromo.com
Phone Number: 3175907522
Cell Number: 3175907522
Address: Street Address
1 Civic Square
Address Line 2
City: Carmel State / Province / Region: IN
Postal / Zip Code: 46032 Country

Name/Organization: City of Carmel
Organization Type: Non-Profit Organization

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

Event/Use Purpose: Plein Air Paint Out Competition

Event Date: 9/18/2020 End Date: 9/20/2020

Number of People Expected: 1,000

Set-Up Start time: 07:00:00 AM

Tear Down End Time: 05:00:00 PM

Event Start time:

Event end time:

Rehearsal NA

Rehearsal Date:

Rehearsal
Start Time:

Rehearsal
End Time:

Fees?

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

YES

NO

Description of Event:

Provide a brief description of event

Artist will pay a fee to participate but spectators are free

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

CENTER GREEN

CIVIC SQUARE FOUNTAIN AREA

CIVIC SQUARE GAZEBO

JAPANESE GARDEN

MONON & MAIN PLAZA

MIDTOWN-PLAZA - Events must be free and open to the public.

REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.

SOPHIA SQUARE

Other

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

ELECTRICITY

FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO

JAMES BUILDING RESTROOMS (CENTER GREEN)

N/A

Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

VENDORS PRESENT

FOOD SERVED

ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.

N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES
NEEDED:

- EMERGENCY MEDICAL SERVICES (EMS)
- TRAFFIC CONTROL
- ONSITE SECURITY
- BARRICADES
- NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- N/A

Please note the number of NO PARKING SIGNS needed

30

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

Stage

Size of Stage

Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).

60 x 20

Size of Tent (s)

Bounce House

N/A

Other

Party Time

Name of Merchants(s) doing the setup

3175362022

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood
Name/Streets to be
closed

2nd Ave NW - Main Street North to 1st Street - next to Monon
Include addresses as appropriate

UPLOAD MAP

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

Type of Closure:

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

Explain lane restrictions needed and other needed below:

Further Info for type of
closure

SECURITY DEPOSIT AND FEE:



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DISCLAIMER:



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ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

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City of Carmel - Meg Gates Osborne
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Meg Gates Osbore
Printed Name and Title (If applicable)

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

2/18/2020
Date

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

Approved this _____ day of _____, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____

Jacob 3/11
BPW 3/18



CITY OF CARMEL, INDIANA

INFORMATION

FACILITY REQUEST FORM City Hall Caucus Room or Council Chambers

GENERAL INFORMATION

Name James A. Grimes

Organization: Citizens' Climate Lobby

Phone Number:

Cell Number: 3177601052

Email jgrimes977@gmail.com

Address

Street Address
11421 Ralston Ave
Address Line 2

City Carmel State / Province / Region Indiana

Postal / Zip Code 46032 Country

Organization Type: Non-Profit Organization

Event/Use Purpose: District 05 Candidate Forum on Climate and Clean Energy

Event Date 4/13/2020 End Date 4/13/2020

Number of People Expected: 75

Set-Up Start time 06:00:00 PM

Tear Down End Time 09:00:00 PM

Event Start time: 07:00:00 PM Event end time: 08:30:00 PM

ROOM REQUESTED CAUCUS ROOM

Room may be divided into sections or can be one large room. Choose the size that you need. Seating capacity: 126

chairs only. Room has an 8.5 counter area with sink.

Room Set-Up The traditional seating arrangement is Boardroom style.
 1/3 side has four, 5-foot tables with 10 chairs
 2/3 side has six, 5-foot tables with 30 chairs

Other seating options: Classroom
 Theater (chairs only)

Equipment needed: Projection screen

Equipment not provided:

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

Other: Are tables and/or chairs needed around periphery of room?
 Yes
 No
 If you selected YES - please fill out the details below.

How many? How many additional table/chairs are needed?
 Note: Extra tables/chairs available: 34 chairs, eight 4-foot tables, six 6-foot tables.

ROOM REQUESTED COUNCIL CHAMBERS

Seating capacity: 140

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

10 in the middle
Dais # and which ones

Projection Screen

Equipment not provided:

- Computers or connection/electrical cords.

Other: Are tables and/or chairs needed around periphery of room?
 Yes
 No
 If you selected YES - please fill out the details below.

How many? How many additional table/chairs are needed?
6 six-foot tables, 12 chairs, but outside
council chambers
 Note: Extra tables/chairs available: 34 chairs, eight 4-foot tables, six 6-foot tables.

ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY FACILITY USE POLICY

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Citizens' Climate Lobby / James A. Grimes
Name of Organization/Applicant

*

James A. Grimes

Signature of Authorized Agent/Applicant

James A. Grimes, Grasstops Team Leader
Printed Name and Title (If applicable)

11421 Ralston Ave., Carmel, IN 46032
Address of Organization/Applicant

3/5/2020
Date

GO TO SUBMIT TAB TO FINALIZE YOUR REQUEST

CITY OF CARMEL USE ONLY

Approved this _____ day of _____, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date: _____

Special Conditions: _____

Jacob 3/11
BPW 3/18



CITY OF CARMEL, INDIANA

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Caucus Room
Request



Contact Person Meg Gates Osborne

Email Meg@MegPromo.com

Phone Number: 3175907522

Cell Number: 3175907522

Address Street Address
One Civic Square
Address Line 2

City Carmel State / Province / Region IN
Postal / Zip Code 46280 Country United States

Name/Organization: City of Carmel Mooncake Festival

Organization Type: Non-Profit Organization

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

- Yes
- No

Event/Use Purpose: Planning meetings for Aug 8 City of Carmel Mooncake Festival

Event Date 3/25/2020 End Date 3/25/2020

Number of People Expected: 6

Set-Up Start time 05:30:00 PM

Tear Down End Time 06:30:00 PM

Dates
March 25
April 20
May 20
June 15
July 13

Event Start time:
05:30:00 PM

Event end time:
06:30:00 PM

Rehearsal NA

Rehearsal Date:

Rehearsal
Start Time:

Rehearsal
End Time:

Fees?

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

- YES
 NO

Description of Event:

Provide a brief description of event
Planning Meeting for Aug 8th event
Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply



FACILITY (S)

- CENTER GREEN
 CIVIC SQUARE FOUNTAIN AREA
 CIVIC SQUARE GAZEBO
 JAPANESE GARDEN
 MONON & MAIN PLAZA
 MIDTOWN PLAZA - Events must be free and open to the public.
 REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.
 SOPHIA SQUARE
 Other Caucus Room

SPECIAL REQUESTS: Mark all that apply



REQUESTS:

- ELECTRICITY
 FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
 JAMES BUILDING RESTROOMS (CENTER GREEN)
 N/A
 Other

VENDORS: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

- VENDORS PRESENT
 FOOD SERVED
 ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
 N/A

CITY SERVICES NEEDED: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES
NEEDED:

- EMERGENCY MEDICAL SERVICES (EMS)
- TRAFFIC CONTROL
- ONSITE SECURITY
- BARRICADES
- NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- N/A

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply
SEE CITY OF CARMEL FACILITY USE POLICY



Stage

Size of Stage

Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).

Size of Tent (s)

Bounce House

N/A

Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY



Neighborhood
Name/Streets to be
closed

Include addresses as appropriate

UPLOAD MAP

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

Type of Closure:

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

Explain lane restrictions needed and other needed below:

Further Info for type of
closure

SECURITY DEPOSIT AND FEE:



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

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ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT
TO COMPLY WITH CITY FACILITY USE POLICY

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The City of Carmel
Name of Organization/Applicant

*

Meg Gates Osborne

Signature of Authorized Agent/Applicant

Meg Gates Osborne
Printed Name and Title (if applicable)

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

3/6/2020
Date

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

Approved this _____ day of _____, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

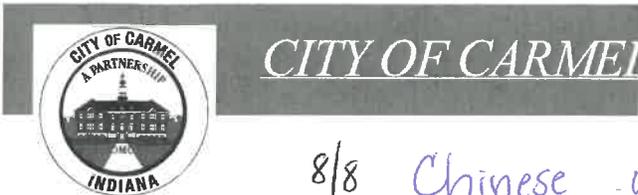
Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____



REVIEWED VIA EMAIL

CRED Parcell OK 3-9-20
CFD Sutton OK 2-19-20
CPD Keith OK 2-20-20
ENG NA

8/8 Chinese Mooncake Fest.

(only if needed for street use)

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person: Meg Gates Osborne
Email: Meg@MegPromo.com
Phone Number: 3175907522
Cell Number: 3175907522
Address: Street Address
1 Civic Square
Address Line 2
City: Carmel State / Province / Region: IN
Postal / Zip Code: 46032 Country

Name/Organization: City of Carmel Chinese Mooncake Festival

Organization Type: Non-Profit Organization

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

- Yes
- No

Event/Use Purpose: Celebrate the Chinese Mooncake Legend

Event Date: 8/8/2020 End Date: 8/8/2020

Number of People Expected: 2,000

Set-Up Start time: 02:00:00 PM

Tear Down End Time: 10:00:00 PM

Event Start time:
06:30:00 PM

Event end time:
08:30:00 PM

Rehearsal NA

Rehearsal Date:

Rehearsal
Start Time:

Rehearsal
End Time:

Fees?

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

YES

NO

Description of Event:

Provide a brief description of event

Celebrate Chinese Mooncake Legend

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

- CENTER GREEN
- CIVIC SQUARE FOUNTAIN AREA
- CIVIC SQUARE GAZEBO
- JAPANESE GARDEN
- MONON & MAIN PLAZA
- MIDTOWN PLAZA - Events must be free and open to the public.
- REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.
- SOPHIA SQUARE
- Other

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

- ELECTRICITY
- FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
- JAMES BUILDING RESTROOMS (CENTER GREEN)
- N/A
- Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

- VENDORS PRESENT
- FOOD SERVED
- ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
- N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES
NEEDED:

- EMERGENCY MEDICAL SERVICES (EMS)
- TRAFFIC CONTROL
- ONSITE SECURITY
- BARRICADES
- NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- N/A

Please note the number of NO PARKING SIGNS needed
30

EVENT SET UP: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

Stage

To Be Determined
Size of Stage

Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).

10 x 10
Size of Tent (s)

Bounce House

N/A

Other Carmel Mobile Library

Party Time
Name of Merchants(s) doing the setup

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

STREET(S) REQUESTED:



SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood
Name/Streets to be
closed Include addresses as appropriate

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

Type of Closure:

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

Explain lane restrictions needed and other needed below:

Further Info for type of closure To be added at later date

SECURITY DEPOSIT AND FEE:



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City of Carmel - Meg Gates Osborne
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Meg Gates Osborne
Printed Name and Title (If applicable)

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

2/18/2020
Date

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

Approved this _____ day of _____, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

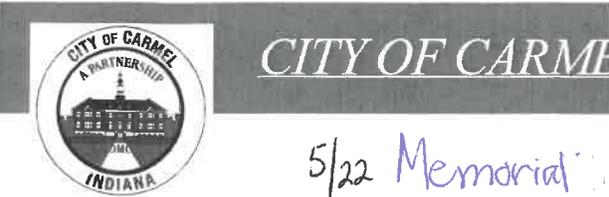
Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____



REVIEWED VIA EMAIL

5/22 Memorial Day

CRED Parcell OK 3-9-20
CFD Sutton OK 2-19-20
CPD Keith OK 2-20-20
ENG NA

(only if needed for street use)

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person: Meg Gates Osborne
Email: Meg@MegPromo.com
Phone Number: 3175907522
Cell Number: 3175907522
Address: Street Address
1 Civic Square
Address Line 2
City: Carmel State / Province / Region: IN
Postal / Zip Code: 46032 Country

Name/Organization: City of Carmel Memorial Day Ceremony

Organization Type: Non-Profit Organization

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

- Yes
- No

Event/Use Purpose: City of Carmel Memorial Day Ceremony

Event Date: 5/22/2020 End Date: 5/22/2020

Number of People Expected: 500

Set-Up Start time: 07:00:00 AM

Tear Down End Time: 11:00:00 AM

Event Start time:
09:00:00 AM

Event end time:
10:00:00 AM

Rehearsal NA

Rehearsal Date:

Rehearsal
Start Time:

Rehearsal
End Time:

Fees? Will a Fee be charged for this event? If yes please describe in narrative below.
 YES
 NO

Description of Event: Provide a brief description of event
City of Carmel Memorial Day Celebration
Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

- FACILITY (S)
- CENTER GREEN
 - CIVIC SQUARE FOUNTAIN AREA
 - CIVIC SQUARE GAZEBO
 - JAPANESE GARDEN
 - MONON & MAIN PLAZA
 - MIDTOWN PLAZA - Events must be free and open to the public.
 - REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.
 - SOPHIA SQUARE
 - Other Veterans Plaza

SPECIAL REQUESTS: Mark all that apply

- REQUESTS:
- ELECTRICITY
 - FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
 - JAMES BUILDING RESTROOMS (CENTER GREEN)
 - N/A
 - Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

- VENDORS:
- VENDORS PRESENT
 - FOOD SERVED
 - ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
 - N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES
NEEDED:

- EMERGENCY MEDICAL SERVICES (EMS)
- TRAFFIC CONTROL
- ONSITE SECURITY
- BARRICADES
- NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- N/A

Please note the number of NO PARKING SIGNS needed

4

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

Stage

Size of Stage

- Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).

Size of Tent (s)

Bounce House

N/A

Other Possibly bleachers

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood
Name/Streets to be
closed

Include addresses as appropriate

UPLOAD MAP

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

Type of Closure:

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

Explain lane restrictions needed and other needed below:

Further Info for type of
closure

Police to monitor pedestrian traffic crossing 3rd Ave SW from Parking Garage to Veterans Plaza 8:00 am through 11:00 am

SECURITY DEPOSIT AND FEE:

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

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

DISCLAIMER:



The Carmel Board of Public Works and Safety reserves the right, in its sole discretion, to deny any facility use request and/or revoke any previously granted request to use a City facility for any lawful reason.

ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT
TO COMPLY WITH CITY FACILITY USE POLICY

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City of Carmel - Meg Gates Osborne
Name of Organization/Applicant

*

Meg Gates Osborne

Signature of Authorized Agent/Applicant

Meg Gates Osborne
Printed Name and Title (If applicable)

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

2/18/2020
Date

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

Approved this _____ day of _____, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____



REVIEWED VIA EMAIL

CRED Purcell OK 3-9-20
CFD Sutton OK 2-19-20
CPD Keith OK 2-20-20
ENG NA

4/24 Holocaust Remembrance

(only if needed for street use)

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person Meg Gates Osborne

Email Meg@MegPromo.com

Phone Number: 3175907522

Cell Number: 3175907522

Address Street Address
One Civic Square
Address Line 2
City Carmel State / Province / Region IN
Postal / Zip Code 46032 Country

Name/Organization: City of Carmel

Organization Type: Non-Profit Organization

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

Event/Use Purpose: City of Carmel Holocaust Remembrance Ceremony

Event Date
4/24/2020

End Date
4/24/2020

Number of People Expected: 600

Set-Up Start time 09:00:00 AM

Tear Down End Time 03:00:00 PM

Event Start time:
12:00:00 PM

Event end time:
02:00:00 PM

Rehearsal NA

Rehearsal Date:

Rehearsal
Start Time:

Rehearsal
End Time:

Fees?

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

YES

NO

Description of Event:

Provide a brief description of event

Holocaust Remembrance Ceremony at Tarkington Theatre or Palladium - waiting for confirmation

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

- CENTER GREEN
- CIVIC SQUARE FOUNTAIN AREA
- CIVIC SQUARE GAZEBO
- JAPANESE GARDEN
- MONON & MAIN PLAZA
- MIDTOWN PLAZA - Events must be free and open to the public.
- REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.
- SOPHIA SQUARE
- Other

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

- ELECTRICITY
- FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
- JAMES BUILDING RESTROOMS (CENTER GREEN)
- N/A
- Other A couple of Parking spots outside building for speaker

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

- VENDORS PRESENT
- FOOD SERVED
- ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
- N/A

CITY SERVICES NEEDED: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES
NEEDED:

- EMERGENCY MEDICAL SERVICES (EMS)
- TRAFFIC CONTROL
- ONSITE SECURITY
- BARRICADES
- NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- N/A

Please note the number of NO PARKING SIGNS needed

4

EVENT SET UP: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

Stage

Size of Stage

Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).

Size of Tent (s)

Bounce House

N/A

Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:



SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood
Name/Streets to be
closed Include addresses as appropriate

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

Type of Closure:
 Rolling closure
 Total closure
 Lane restrictions - explain below
 Other - explain below
 N/A

Explain lane restrictions needed and other needed below.

Further Info for type of
closure

SECURITY DEPOSIT AND FEE:



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

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ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY FACILITY USE POLICY

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City of Carmel - Meg Gates Osborne
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Meg Gates Osborne
Printed Name and Title (If applicable)

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

2/18/2020
Date

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

Approved this _____ day of _____, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____

3/11 Jacob
3/18 BPW

Facility Request
City Hall Caucus Room or Council Chambers

GENERAL INFORMATION

Name Success Strategies Seminars
Organization: _____
Phone (home/office) 317-213-4166 Cell 317-213-4166
Email silvia@love11@yahoo.com
Address _____
City CARMEL State IN Zip 46032
For-Profit Organization: _____ Non-Profit Organization: _____ Individual:
Event/Purpose: Educational Inspirational Community Seminar/Event
Day(s) & Date(s) Requested: May 12, 2020 How many expected? 120
Total time needed (including set up and tear down) 12:00 a.m./(p.m.) TO 9:00 a.m./(p.m.)
**Actual event start time 5:30 / end time 8:30

ROOM(S) REQUESTED

Caucus Room

Room may be divided into sections or can be one large room. Choose the size that you need.
Seating capacity: 126 chairs only. Room has an 8.5 foot counter area with sink.

Room Set-Up

The traditional seating arrangement is Boardroom style.

- 1/3 side has four, 5-foot tables with 10 chairs
- 2/3 side has six, 5-foot tables with 30 chairs

Other seating options:

- Classroom
- Theater (chairs only)

Equipment needed:

- Projection screen

Equipment not provided:

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

Other:

Are tables and/or chairs needed around periphery of room? Yes No How many? _____

(Extra tables/chairs available: 34 chairs, eight 4-foot tables, six 6-foot tables)

Continued next page

Council Chambers

Seating capacity: 140

Equipment needed:

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

Dais (# and which ones) _____ Presenter's podium Clerk's desk

Projection screen

Tables (# 3)

may need podium in center.

Equipment not provided:

- Computers or connection/electrical cords.
- Projector

Other:

Are tables and/or chairs needed around periphery of room? Yes No How many? 3

(Extra tables/chairs available: 34 chairs, eight 4-foot tables, six 6-foot tables)

Please sign next page

Mayor's Office

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Approved this _____ day of _____, 201_____.

Michael J. Keiser
Name of Organization/Applicant

CITY OF CARMEL, INDIANA
By and Through its Board of Public Works and Safety

Michael
Signature of Authorized Agent/
Applicant

James Brainard, Presiding Officer
Date: _____

SILVIA LOVE
Printed Name and Title (If applicable)

Mary Ann Burke, Member
Date: _____

Address of Organization/Applicant

Lori Watson, Member
Date: _____

Date: Feb 28, 2020

ATTEST:

Christine S. Pauley, Clerk-Treasurer
Date: _____

Special Conditions: _____



CITY OF CARMEL

Run 317
9/3

REVIEWED VIA EMAIL

CRED OK Purcell 3-11-20
CFD OK Sutton 2-17-20
CPD OK Keith 2-18-20
ENG OK Kirsh 2-17-20

(only if needed for street use)

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

Run 317

CONTACT INFORMATION:

Contact Person: Zach Campton

Email: Zach@visioneventmanagement.com

Phone Number: 3173642529

Cell Number:

Address: Street Address
16851 Southpark Dr. Suite 100
Address Line 2
City: Westfield State / Province / Region: Indiana
Postal / Zip Code: 46074 Country: United States

Name/Organization: Vision Event Management

Organization Type: For-Profit Organization

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

Yes

No

→ Event/Use Purpose: RUN(317) Carmel

→ Event Date: 9/3/2020 End Date: 9/3/2020

Number of People Expected: 2,000

Set-Up Start time: 01:00:00 PM
Tear Down End Time: 09:30:00 PM

Set up time

Event Start time:
07:00:00 PM

Event end time:
08:00:00 PM

Run time
7-8pm

Rehearsal

NA

Rehearsal Date:

Rehearsal
Start Time:

Rehearsal
End Time:

Fees?

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

YES

NO

Description of Event:

Provide a brief description of event

RUN(317) is a 3.17 mile walk/run that will go through the city of Carmel. A portion of the event proceeds will go to Kids Voice of Indiana.

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

CENTER GREEN

CIVIC SQUARE FOUNTAIN AREA

CIVIC SQUARE GAZEBO

JAPANESE GARDEN

MONON & MAIN PLAZA

MIDTOWN PLAZA - Events must be free and open to the public.

REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.

SOPHIA SQUARE

Other Coxhall Gardens

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

ELECTRICITY

FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO

JAMES BUILDING RESTROOMS (CENTER GREEN)

N/A

Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

VENDORS PRESENT

FOOD SERVED

ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.

N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES NEEDED:

- EMERGENCY MEDICAL SERVICES (EMS)
- TRAFFIC CONTROL
- ONSITE SECURITY
- BARRICADES
- NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- N/A

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

Stage

Size of Stage

Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).

Size of Tent (s)

Bounce House

N/A

Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

See map

Neighborhood Name/Streets to be closed

- W. New Market Street Between Glebe St. and Meeting House Road (4:00 – 9:30 p.m.)
 - Meeting House Road from W. New Market Street To Rhettisbury Street (4:00-9:30 p.m.)
 - Meeting House Road from Rhettisbury Street to Hoover Road (7:00-7:20 p.m.- All Lanes)
 - Hoover Road from Meeting House Road to 116th (7:00-7:30 p.m. All Lanes)
 - Coxhall Gardens road- from Hoover Rd. to Towne Rd (7:05-7:35 All Lanes)
 - Towne Road from Coxhall Gardens entrance to Glebe St. (7:05-8:00 p.m. One Northbound Lane)
 - Glebe St. from Towne Road to W. New Market (7:10-8:10 All Eastbound Lanes)
- Include addresses as appropriate

116th St is not used. see map

UPLOAD MAP

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

RUN317_2020_Map_Carmel-WestClay_1 (1).pdf 368.74KB

- Type of Closure:
- Rolling closure**
 - Total closure**
 - Lane restrictions - explain below**
 - Other - explain below**
 - N/A**

Explain lane restrictions needed and other needed below:

Further Info for type of closure

SECURITY DEPOSIT AND FEE:

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

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Mayor's Office

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Vision Event Management
Name of Organization/Applicant

*

Zach Campton

Signature of Authorized Agent/Applicant

Zach Campton
Printed Name and Title (If applicable)

16851 Southpark Dr. Suite 100. Westfield, In. 46074
Address of Organization/Applicant

2/17/2020
Date

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

Approved this _____ day of _____, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

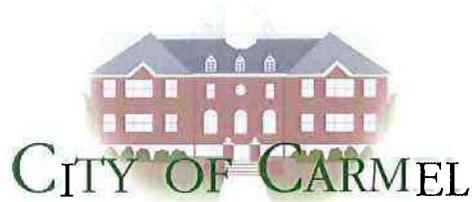
Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____



JAMES BRAINARD, MAYOR

March 4, 2018

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

RE: RESTRICTED PARKING SPACES-- SAVOR RESTAURANT -211 W MAIN STREET

Dear Board Members:

Mr. Jonathan Benham, owner of Savor Restaurant, is requesting approval to place signage restricting 2 on street parking spaces along the Main Street frontage of the Monon and Main building at 211 West Main Street (Exhibit Attached). The restrictions are to be restricted for valet parking services after 5pm Wednesday through Saturday.

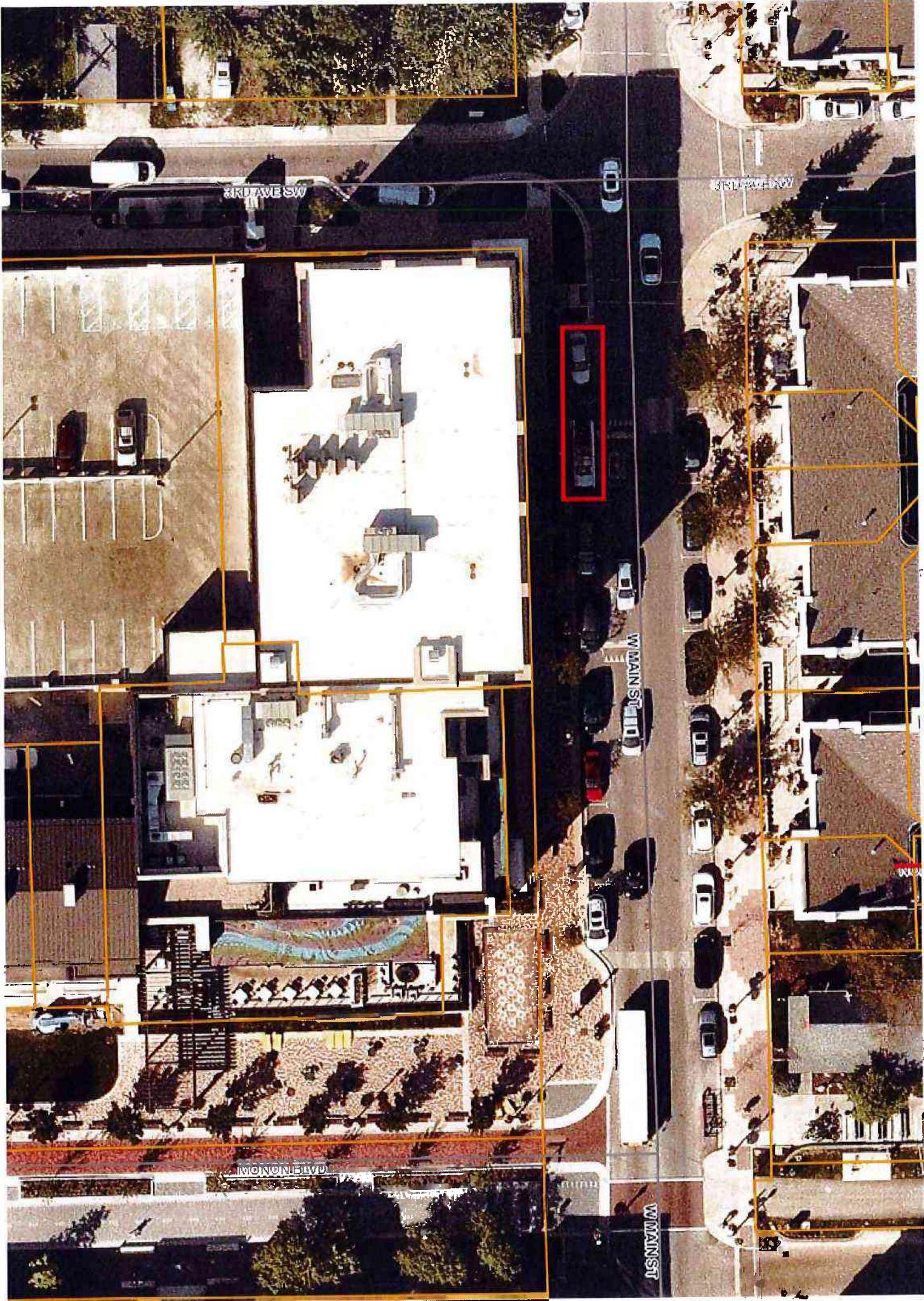
The Department of Engineering recommends that the Board approve the requested sidewalk restrictions conditioned upon the following requirements:

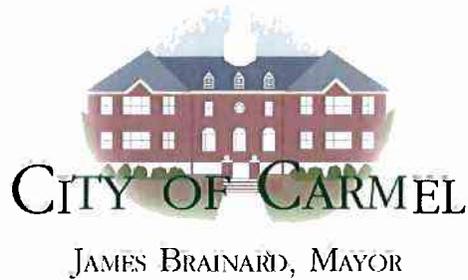
- Any damage to the existing improvements within the right of way of any Carmel right-of-way shall be restored to the satisfaction of the City when work is completed.
- Access to all adjoining commercial sites and residential areas shall be maintained at all times.
- The petitioner understands that approval by the Board is for the parking space restrictions only.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

S:\shared\NEW SHARED DRIVE\BPW\2020\MISC\SAVOR-RESERVED PARKING SPACES.docx





March 9, 2020

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

RE: LANE AND SIDEWALK CLOSURE –111 & 401 WEST MAIN STREET – CITY CENTER PROJECT

Dear Board Members:

Ms. Kristen Sprague, Project Manager for SignCraft Industries, is requesting approval for lane restrictions and sidewalk closures in two locations to facilitate sign removal and installation. An existing sign will be removed at 111 West Main Street and a new sign will be installed for a business at 401 West Main (Exhibits attached). The work is scheduled to take place between 9am and 12pm on consecutive days.

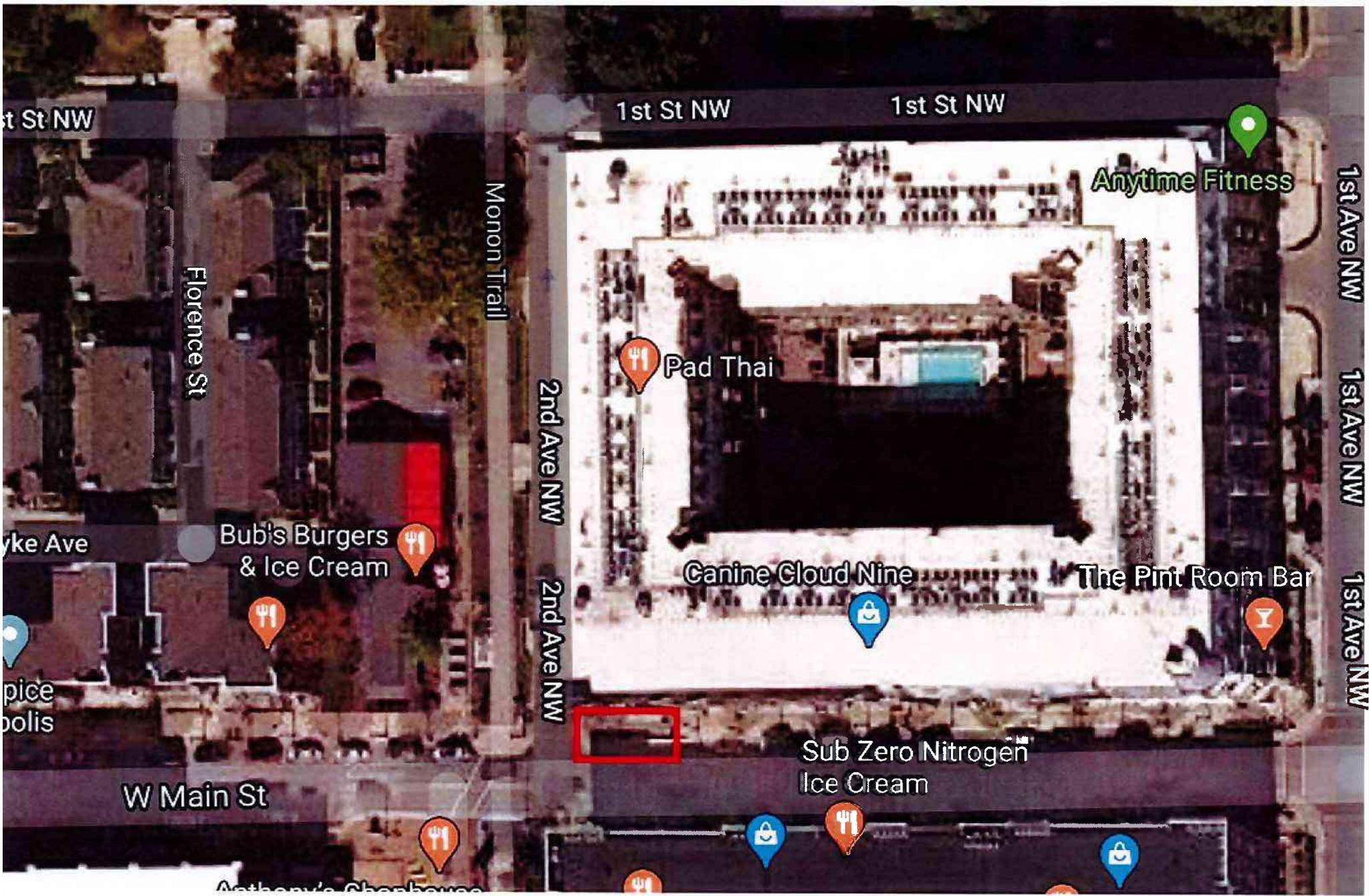
The Department of Engineering recommends that the Board approve the requested road closure and open pavement cut conditioned upon the following requirements:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Petitioner agrees to post proper road & sidewalk closure signage during the duration of the work. Signage for the sidewalk closure, measuring at least 12" x 18", stating "SIDEWALK CLOSED" shall be placed prior to closure of the sidewalk.
- Traffic shall be maintained during the working period. A minimum 10' lane shall be provided at all times within the work area.
- Any damage to the existing improvements within the right of way shall be restored to the satisfaction of the City when work is completed.
- Access to all adjoining commercial businesses shall be maintained at all time, other than within the work danger area. All adjoining businesses shall be provided notification of proposed work 48 hours prior to commencement of work activities.
- Emergency access to adjoining properties of the work site shall remain in place at all times.
- The petitioner understands that approval by the Board is for southbound lane closure and sidewalk closure only. All other work associated with the project is to be approved by other departments of the city.

Sincerely,


Jeremy Kashman, P.E.
City Engineer

S:\shared\NEW SHARED DRIVE\BPW\2020\STREET CUTS AND CLOSURES\SIGN CRAFT-ROAD & WALK CLOSURE-WEST MAIN STREET.docx



1st St NW

1st St NW

Anytime Fitness

Pad Thai

Canine Cloud Nine

The Pint Room Bar

Sub Zero Nitrogen Ice Cream

Bub's Burgers & Ice Cream

W Main St

Florence St

Monon Trail

2nd Ave NW

2nd Ave NW

1st Ave NW

1st Ave NW

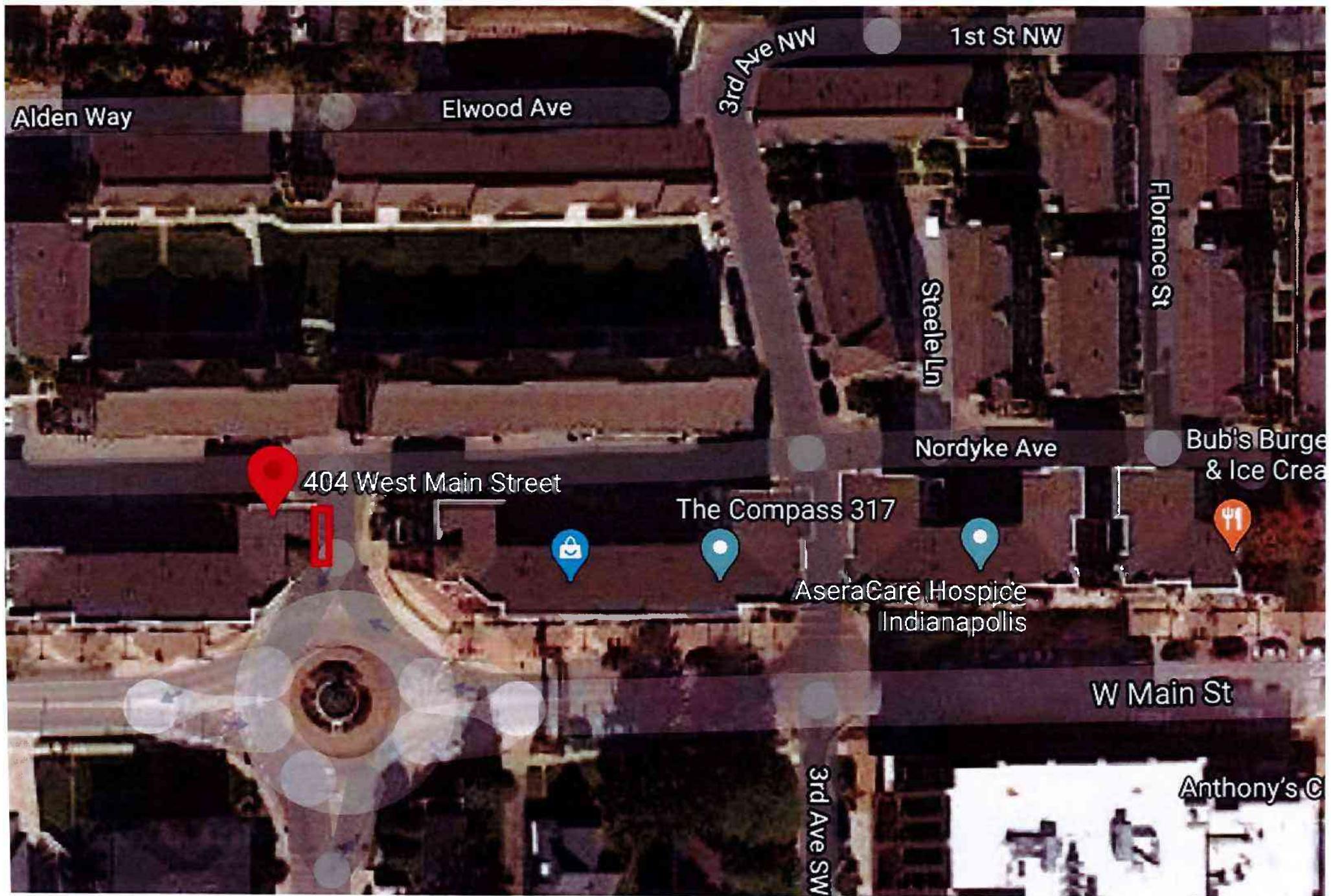
1st Ave NW

1st St NW

W Main St

W Main St

Anthony's Charhous



Alden Way

Elwood Ave

3rd Ave NW

1st St NW

Steele Ln

Florence St

Nordyke Ave

Bub's Burger & Ice Cream

404 West Main Street

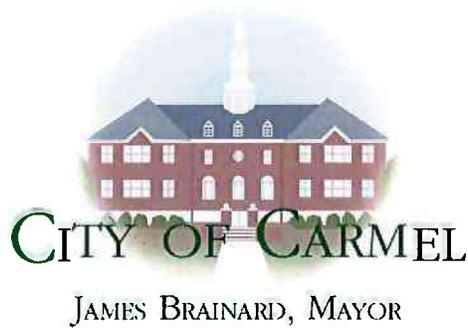
The Compass 317

AseraCare Hospice Indianapolis

W Main St

Anthony's ©

3rd Ave SW



March 9, 2020

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

RE: WAIVER OF BPW RESOLUTION NO. 04-28-17-01-LANE RESTRICTION – DUKE ENERGY– UTILITY POLE REPLACEMENT AND INSTALLATION

Dear Board Members:

Duke Energy is requesting a waiver from the City's Buried Utility District requirements (BPW Resolution No. 04-28-17-01) and related lane restrictions in order to relocate multiple existing utility poles (exhibits attached). This relocation work is associated with the City's ongoing infrastructure project on Guilford Road from Main Street to Grand Blvd.

The Department of Engineering, in review of the proposed requested waiver, has determined that the waiver is valid and recommends approval of the waiver conditioned upon the following:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Petitioner agrees to post proper lane restriction signage and traffic control devices during the duration of the work.
- Any damage to the existing improvements within the right of way of and City of Carmel roadway shall be restored to the satisfaction of the City when work is completed.
- A minimum 10' width of the lane restriction area shall be provided at all times.
- Lane restrictions shall be performed between the hours of 9am and 4pm
- The Department of Engineering shall be provided a minimum 48 hour notification of lane restriction prior to commencement of work.
- Access to all adjoining properties shall be maintained at all times.
- The petitioner acknowledges that this waiver is for the items described above only.
- The petitioner acknowledges that the waiver approved this date does not guarantee approval of any future waiver requests for this or any other project.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

S:\shared\NEW SHARED DRIVE\BPW\2020\AERIAL UTILITY WAIVER\AERIAL WAIVER-DUKE-POLE REPLACEMENT-MAIN & GUILFORD.docx



USP: SUBSTATION BROWNSBURG NORTH (418) 1271 @ 6751 E COUNTY RD 700 N
 USP:
 USP:
 USP:



Safety Reminders / Adverse Conditions

?:
 ?:
 ?:
 ?:



WZS: REMEMBER "YOUR CIRCLE OF SAFETY"
 WZS: TRAFFIC FLAGGING - 8HRS

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.

186-705 P1
 INSTALL STANDARD 09.10-101
 REMOVE VOLTAGE CONTROL - INSTALL IVVC CONTROL & RISER
 REMOVE (3) PHASE INSULATORS - INSTALL (3) LYNDSEY LINE
 SENSORS & RISER CABLE
 REPLACE PHASE CROSSARM - INSTALL 10' CROSSARM
 REPLACE PHASE CROSSARM - INSTALL 8' CROSSARM
 REPLACE (4) FUSES
 INSTALL ANTENNA
 REMOVE SHIPPING JUMPERS & BOND NEUTRAL BUS USING
 6CUPCS - INSTALL NEUTRAL CURRENT SENSOR
 INSTALL PADLOCK

Replace Pole 186-705
 with 45-4 to allow for
 clearance of new cap
 bank

LINE

LOAD

186-705

GRAND BLVD

RANSBURG DR N

SHEA CT

COLLEGE WAY

HELEN KEEN CT

S GUILFORD RD

CHIMNEY ROCK DR

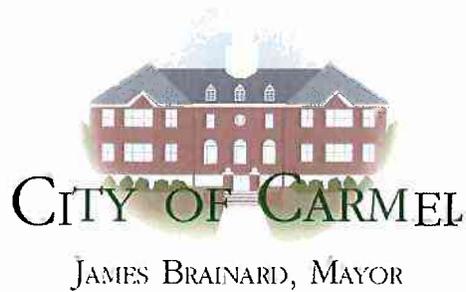


Work Order Number: 8629422
 Customer/Contact: TRAVIS PRICE
 Contact Phone: 765-593-2104
 Job Site Address: 936 shea ct
 City: CARMEL
 County: CLAY /BROWN TWP
 State, Zip: IN, 46032
 Designer: Alek S Wheeler
 Designer Phone: 513-918-2252 X 3034

Circuit ID: N1254181271
 Primary Voltage: 12.47/7.2 KV
 Permit Required: Yes No
 Permit Type/No: _____
 Permit Type/No 2: _____
 Permit Type/No 3: _____
 Permit Type/No 4: _____



Sheet 1 OF 1
 Scale = 1"=100'



March 10, 2020

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

RE: NEW CURB CUT REQUEST, CURB CUT VACATION- HAMILTON CROSSING-12435 NORTH MERIDIAN

Dear Board Members:

Mr. Gene Beiremann with CHA has requested approval for the relocation of 2 existing curb cuts as well as 1 new curb cut for the redevelopment of Hamilton Crossing at 12435 North Meridian. The site currently has two curb cuts along Pennsylvania Street. The petitioner proposes to relocate the existing north approach 90' to the south. The existing southern approach will be shifted 5' north. A third curb cut is requested approximately 333' south of the existing southern approach. This new approach is proposed to be "right in, right out" only. (Exhibit attached).

There are no alignment or sight line issues associated with this request.

The Department of Engineering recommends that the Board approve the requested curb cut and curb cut vacations contingent upon satisfaction of the following requirements:

- In constructing the entrance, the petitioner's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- The portion of the proposed entrance within the right of way is constructed of concrete pursuant to Carmel City Code 6-227(h)(6).
- Apron within right of way shall not exceed maximum width indicated on City Standard Details and shall be minimum 8" thickness concrete. (City of Carmel Standard Drawing 10-22) No portion of the proposed drive aprons within the City right of way shall encroach past the extension of the property line to the center of the street.
- Public streets and alleys shall be kept clean of dirt and debris at all times.
- The portion of the existing drive within the right of way is to be abandoned in accordance with Carmel City Code 6-227(h)(10).
- Petitioner understands that approval is granted for the items described above only. All other items of work shown on the attached exhibits are subject to review and approval by the Department of Engineering and other Departments of the City as a part of a separate process.
- Access to surrounding properties shall be maintained at all times.
- The petitioner acknowledges that the vacation of the existing curb cut as shown on the attached exhibit terminates the approval and use of the curb cut immediately upon the demolition of the existing curb cut or construction of the new curb cut, whichever occurs first.



JAMES BRAINARD, MAYOR

- Any damage to improvements within the public right-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.
- 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".

Sincerely,

Jeremy Kashman, P.E.
City Engineer

ATTACHMENTS

S:\shared\NEW SHARED DRIVE\BPW\2020\CURB CUT & DRIVE VACATION-HAMILTON CROSSING.docx

W. CARMEL DRIVE
(PRIMARY ARTERIAL - 120' ROW)

HAMILTON CROSSING REDEVELOPMENT RIGHT OF WAY EXHIBIT 03/10/2020

ITEM 1: EXISTING DRIVE MOVES ±90 FT SOUTH
ALIGNS WITH EXISTING DRIVE ON EAST SIDE OF PENN

367'

N. PENNSYLVANIA STREET
(ARTERIAL - 100' ROW)

.06'

337'

ITEM 4: ADDITIONAL
PARALLEL PARKING ON
WEST SIDE OF
PENNSYLVANIA

ITEM 2: EXISTING DRIVE
MOVES ±5' NORTH

BUILDING A
FFE = 862.00

BUILDING D WITH
PARKING
FFE = 862.00

333'

ITEM 3: NEW RIGHT-IN/RIGHT-OUT
ACCESS TO PENNSYLVANIA

BUILDING B
FFE = 862.00

BUILDING C
FFE = 862.40

222'

KRM
REALTY GROUP

30 S. MERIDIAN STREET SUITE 1100
INDIANAPOLIS, IN 46204
PHONE 317-577-5800
FAX 317-577-5805

CHA

Union Station, 300 S. Meridian St
Indianapolis, IN 46225
Main: (317) 736-5461 • www.chacompanies.com