Board of Public Works and Safety Meeting
Agenda
Wednesday, June 3, 2020 – 10:00 a.m.
Via Videoconference

MEETING CALLED TO ORDER

1. **MINUTES**

   a. **Minutes from the May 20, 2020, Regular Meeting**

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

   a. **Bid Award for 2020 Camera Van;** Dave Huffman, Street Commissioner

3. **PERFORMANCE RELEASE APPROVAL REQUESTS**

   a. **Resolution BPW-06-03-20-01; Estates at Towne Meadow; Street & Path Paving;** Platinum Properties Management Company
   b. **Resolution BPW-06-03-20-04; Jackson's Grant Section 2; Common Walk & Signs;** Jackson's Grant Real Estate Company
   c. **Resolution BPW-06-03-20-05; Goodman Campbell Medical Office Building; Right of Way Improvements;** Cornerstone Medical Construction, LLC

4. **CONTRACTS**

   a. **Request for Purchase of Goods and Services; Pitney Bowes; ($404.28 per quarter); State and Local Fair Market Value Lease Agreement;** Ann Bingman, City Controller
   b. **Request for Purchase of Goods and Services; FBI Indianapolis Division; Amendment to Memorandum of Understanding Concerning the Use of the Carmel Police Firearms Range and Accompanying Training Center;** Chief James Barlow, Carmel Police Department
   c. **Request for Purchase of Goods and Services; Leach & Russell Mechanical Contractors, Inc; ($2,600.00); HVAC PM – Station 41;** Chief David Haboush, Carmel Fire Department
   d. **Resolution BPW-06-03-20-02; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Agreement Between Owner and Contractor; Melrose Pyrotechnics, Inc; ($35,000.00); Carmelfest Fireworks;** Mayor James Brainard
   e. **Resolution BPW-06-03-20-03; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Agreement Between Owner and Contractor; Motor Vehicle Lease Agreement; Pearson Ford; ($536.48 per month) 2020 Ford Escape Hybrid;** Mayor James Brainard
   f. **Request for Purchase of Goods and Services; Bright Equipment, Inc; ($21,217.92); Mini Excavator;** Dave Huffman, Street Commissioner
   g. **Request for Purchase of Goods and Services; Rieth-Riley; ($7,576.33); 96t Street and Delegates ROW RAB – Project 16-ENG-33; CO #7;** Jeremy Kashman, City Engineer

5. OTHER

a. **Request for Grant of Perpetual Storm Water Quality Management Easement; Carmel 2002 School Building Corporation;** Jeremy Kashman, City Engineer
b. **Request for Grant of Perpetual Storm Water Quality Management Easement; Carmel 2002 School Building Corporation;** Jeremy Kashman, City Engineer
c. **Request for Grant of Distribution Easement; Duke Energy Indiana, LLC; Veteran's Way Project;** Jeremy Kashman, City Engineer
d. **Request for Consent to Encroach; 4760 Gray Oaks Drive;** Wedgewood Building Co., Property Owner
e. **Request for Variance; 4760 Gray Oaks Drive;** Wedgewood Building Co., Property Owner
f. **Request for Replat; Village of West Clay Section 6003-B, Block 8;** Luke Jahn, HWC Engineering
g. **Request for Secondary Plat; The Amenity Area at the Legacy;** Ed Fleming, Platinum Properties

6. ADJOURNMENT

Board of Public Works and Safety Meeting
Minutes
Wednesday, May 20, 2020 – 10:00 a.m.
Via Videoconference

MEETING CALLED TO ORDER

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

This meeting took place via teleconference in conjunction with guidelines from Executive Orders from the Governor of Indiana.

MEMBERS PRESENT

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

MINUTES

Minutes from the May 6, 2020, Regular Meeting were approved 3-0

BID/QUOTE OPENINGS AND AWARDS

Bid Opening for 2020 Camera Van; Deputy Clerk Quinn opened the bids and read them aloud:

Contractor	*Quote*
502 Equipment	*$219,426.00*

PERFORMANCE RELEASE APPROVAL REQUESTS

Resolution BPW-05-20-20-02; Gramercy West Section 1; Streets; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

CONTRACTS

Request for Purchase of Goods and Services; Christopher B. Burke Engineering, LLC; ($9,300.00); Westfield Boulevard Over Carmel Creek, ASA #1; Westfield Boulevard Bridge Over Carmel Creek – Design; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0

Request for Purchase of Goods and Services; BEC Enterprises, LLC; ($124,900.00); CV350 Compact Sweeper; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

OTHER

Resolution BPW-05-20-20-01; 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; Michael A. Pitman; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Grant of Transmission Easement; Duke Energy, LLC; Transmission Project Phase 2 & 4; Mohawk Square Easement Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Grant of Transmission Easement; Duke Energy, LLC; Transmission Project Phase 2 & 4; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Grant of Transmission Easement; Duke Energy, LLC; Transmission Project Phase 2 & 4; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Grant of Distribution Easement; Duke Energy, LLC; Transmission Project Phase 2 & 4; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Grant of Perpetual Storm Water Quality Management Easement; Take 5 Quick Lube; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Curb Cut/Street Cut; 320 Shoshone; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Open Pavement Cut/Lane Restrictions; 116th & Meridian; 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; Utility Pole Replacement and Installation; 111th & Westfield RAB; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Stormwater Variance; Firehouse Square – 130 Veterans Way; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Stormwater Variance; Carmel Elementary – 101 4th Ave SE; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

ADJOURNMENT

Mayor Brainard adjourned the meeting at 10:12 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: May 22, 2020

Resolution No: **BPW-06-03-20-01**

From: CITY ENGINEER

Principal: Platinum Properties Management Company, LLC

Surety: Great American Insurance

Board Members:

I have conducted final inspection at Estates at Towne Meadow for the following improvements:

ITEM	SURETY NUMBER	AMOUNT
STREET & PATH PAVING	**3151962**	**$77,605.00**

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:

ITEM	AMOUNT
Streets	**$54,729.00**
Path	**$1,047.00**

APPROVED

Jeremy Kashman, City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this **3rd day** of **June, 2020,** that the listed Performance Guarantee for the Estates at Towne Meadow 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: May 27, 2020

Resolution No: **BPW-06-03-20-04**

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 2 for the following improvements:

ITEM	SURETY NUMBER	AMOUNT
COMMON WALK & SIGNS	**LOC 1338JG2**	**$6,182.93**

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:

ITEM	AMOUNT
Signs	**$618.29**

APPROVED:

Jeremy Kashman, City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this **3RD day** of **June, 2020,** that the listed Performance Guarantee for the Jackson's Grant Section 2 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: May 27, 2020

Resolution No: **BPW-06-03-20-05**

From: CITY ENGINEER

Principal: Cornerstone Medical Construction, LLC

Surety: Cincinnati Insurance Co.

Board Members:

I have conducted final inspection at GOODMAN CAMPBELL MEDICAL OFFICE BUILDING for the following improvements:

ITEM	SURETY NUMBER	AMOUNT
RIGHT OF WAY IMPROVEMENTS	**3236952**	**$90,914.00**

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:

ITEM	AMOUNT
Right of Way	**$9,091.40**

APPROVED:

Jeremy Kashman, City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this **3rd day** of **June, 2020,** that the listed Performance Guarantee for the GOODMAN CAMPBELL MEDICAL OFFICE BUILDING 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

APPROVED
By Jon Oberlander at 10:53 am, May 22, 2020

Pitney Bowes Lease Agreement State and Local Fair Market Value Lease

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee
City of Carmel Controller's Office

Tax ID # (FEIN/TIN)

Sold-To: Address
1 Civic Sq, Carmel, IN, 46032-2584, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Trish Vogel	(317) 571-2429	0010564585

Bill-To: Address
1 Civic Sq, Carmel, IN, 46032-2584, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Trish Vogel	(317) 571-2429	0010564585	tvogel@carmel.in.gov

Ship-To: Address
1 CIVIC SQ, CARMEL, IN, 46032-2584, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Trish Vogel	(317) 571-2429	0011382507

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROCAUTO	SendPro C Auto
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APB2	Cost Accounting Devices (10)
1	APKN	Account List Import/Export
1	C5CC	Sendpro C Auto 95
1	CAAB	Basic Cost Accounting
1	ME1A	Meter Equipment - C Series
1	MP81	C Series Integrated Scale
1	PAB1	C Series Premium App Bundle
1	PTJ1	SendPro Online
1	PTJA	SendPro Basic 1 User

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See Pitney Bowes Terms for additional terms and conditions
Pitney Bowes Confidential Information

1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	SJS2	Softguard For SendPro C500
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Auto)
1	ZH24	Manual Weight Entry
1	ZH29	HZ03 95 LPM Speed
1	ZHC5	SendPro C500 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHWL	5lb / 3kg Weighing Option for MP81

Your Payment Plan

Initial Term: 48 months	**Initial Payment Amount:**	
Number of Months	**Monthly Amount**	**Billed Quarterly at***
48	**$ 134.76**	**$ 404.28**

**Does not include any applicable sales, use, or property taxes which will be billed separately.*

( ) Tax Exempt Certificate Attached
( ) Tax Exempt Certificate Not Required

( ) Purchase Power® transaction fees included
(X) Purchase Power® transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including those located in the State of Indiana Contract ASA-14-26/QPA# 13142, Exhibit G the Pitney Bowes Terms (Version 6/14), and Exhibit I Fair Market Value Lease Agreement which are available at http://www.pb.com/states and are incorporated by reference. You acknowledge that you may not cancel the lease for any reason and that all payment obligations are unconditional. The lease will be binding on us after we have completed our credit and documentation approval process and have signed below. The lease requires you either to provide proof of insurance or participate in the ValueMAX® equipment replacement program (see Section L9) for an additional fee.

0000000000000000000031988
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Roger Donohue
Print Name

Operations Manager
Title

May 22, 2020
Date

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See Pitney Bowes Terms for additional terms and conditions
Pitney Bowes Confidential Information

Sales Information

Account Rep Name	Email Address	PBGFS Acceptance
Rebecca Shaw	rebecca.shaw@pb.com	

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Pitney Bowes Confidential Information

Approved and Adopted this ____ day of _____, 20___.

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

BY:

_____
James Brainard, Presiding Officer
Date: _____

_____
Mary Ann Burke, Member
Date: _____

_____
Lori S. Watson, Member
Date: _____

ATTEST:

_____
Sue Wolfgang, Clerk
Date: _____

APPROVED
By Jon Oberlander at 9:51 am, May 26, 2020

AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE FBI INDIANAPOLIS DIVISION AND CARMEL POLICE DEPARTMENT CONCERNING THE USE OF THE CARMEL POLICE DEPARTMENT RANGE

A. PURPOSE

The FBI and CPD entered into a Memorandum of Understanding (MOU), signed by FBI SAC Bradley "Grant" Mendenhall on October 21, 2019 and approved by the City of Carmel Board of Public Works and Safety on November 6, 2019. The purpose of the MOU was for the Carmel Police Department (CPD) to make its firearms range and accompanying training center, located at 9609 Hazel Dell Parkway, Carmel, Indiana, available to the FBI Indianapolis Division (FBI) for firearms and related law enforcement training.

This is an amendment to the MOU between the FBI and CPD. This amendment to the MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the FBI and/or CPD, their parent agencies, the United States of America, the State of Indiana, or the officers, employees, agents, or other associated personnel thereof.

B. AUTHORITY TO AMEND MOU

Section H, entitled "Effective Date, Administration, and Termination," of the MOU grants the FBI and CPD the authority to modify the MOU by "written consent of all parties." The FBI and CPD agree that this amendment constitutes written consent, sufficient under Section H of the MOU, to modify or amend the MOU.

C. PORTION OF ORIGINAL MOU TO BE AMENDED

The first two paragraphs of Section E, entitled "Specific Responsibilities," of the MOU are hereby amended to read the following:

CPD agrees to allow the FBI full use of the Facility located at 9609 Hazel Dell Parkway, Carmel, Indiana, to conduct regular and specialized firearms training, special weapons and tactics ("SWAT") training, and related demonstrations and events, together with necessary rights of ingress and egress to the Facility. CPD agrees to give the FBI use of the Facility for no less than 45 days per calendar year. CPD will be responsible for maintenance of the Facility, including any improvements and additions.

As soon as practicable upon the execution of this MOU, and prior to January 1 of each successive year for which this MOU remains in force and effect, the Parties will schedule the FBI's usage of the Facility. FBI's use of the Facility shall be approved in writing by the CPD's senior firearms instructor, with the FBI being given scheduling preference over all other outside agencies and CPD retaining first priority.

D. ALL OTHER MOU TERMS TO REMAIN IN FULL FORCE AND EFFECT

All other terms of the MOU not modified by this amendment shall remain in full force and effect.

SIGNATURE PAGE

FEDERAL BUREAU OF INVESTIGATION

Robert Alex Middleton
Acting Special Agent in Charge
FBI Indianapolis Division

5/7/2020
Date

Melissa A Cordova
FBI Contracting Official

5/5/20
Date

Approved and Adopted 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:

_____
Christine S. Pauley, Clerk-Treasurer
Date:_____

Leach & Russell Mechanical Contractors, Inc.
Fire Department - 2020
Appropriation # 43-501.00 P.O. #103997
Contract Not To Exceed $2,600.00

APPROVED
By Jon Oberlander at 9:39 am, May 26, 2020

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 Leach & Russell Mechanical Contractors, 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 43-501.00 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 Two Thousand Six Hundred Dollars ($2,600.00) (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 Fire Department Two Civic Square Carmel, Indiana 46032	**AND**	Douglas C. Haney, Corporation Counsel Department of Law One Civic Square Carmel, Indiana 46032
If to Vendor:	Leach & Russel Mechanical Contractors, Inc. 9151 Ford Circle Fishers, Indiana 46038		

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

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

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

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

CITY OF CARMEL, INDIANA

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: _____

Leach & Russell Mechanical Contractors, Inc.

By: [signature]
Authorized Signature

Clint Rempe
Printed Name

Service Account Manager
Title

FID/TIN: 35-1915212

Last Four of SSN if Sole Proprietor: _____

Date: 5-22-2020

Leach & Russell Mechanical Contractors, Inc.
Fire Department - 2020
Appropriation # 43-501.00 P.O. #103997
Contract Not To Exceed $2,600.00

LEACH & RUSSELL MECHANICAL

MAINTENANCE AGREEMENT

Owner: **CITY OF CARMEL**

Date: **May 18, 2020**

Address: **ONE CIVIC SQUARE**
CARMEL, IN 46032

Type of Plan: **PM INSPECTION**

Equipment Location: **CARMEL FIRE DEPARTMENT HEADQUARTERS**
TWO CIVIC SQUARE
CARMEL, IN 46032

Effective Date and Duration

This agreement shall become effective **06-01-2020** and shall remain in effect for one year unless otherwise terminated or changed as permitted under the General Conditions.

Services and Materials Included
Maintenance Services as per attached Scope of Work provided by the owner as applicable to the Schedule of Maintained Equipment also attached.

As an additional service we will log-on to your facility each day, observe the operation of your equipment and notify on-site building operations personnel of any unusual conditions.

Equipment Covered:

Schedule of Maintained Equipment Attached

Exhibit A
Page 1 of 4

Price
The quarterly, semi-annual and annual services and materials listed will be provided at an annual cost of $2,600.00 billed quarterly at the completion of the on-site services at $650.00.

Materials & Subs
All parts and materials will be provided as follows:
List price plus 15%

Emergency Services and Rates

Emergency services, repair labor and materials not covered by this agreement will be invoiced separately. Materials are billed at cost plus 15% based on standard pricing. Labor is billed in one hour increments with a 2 hour minimum.

Straight Time Hourly Rate – 7a.m. to 5p.m. Monday – Friday	**$ 90.00/hour**
Overtime Rate	**$ 120.00/hour**
Premium Hours Sundays and Holidays	**$ 150.00/hour**
Truck Charge	**$ 55.00/trip**

These services are performed on a Time and Material basis. When circumstances permit, an estimate for the costs of alterations and repairs will be submitted for approval.

Note: The GENERAL CONDITIONS are a part of this agreement.

Exhibit A
Page 2 of 4

General Conditions

1. Acceptance of the Limited Full Coverage or Inspection Plan shall in no way bind Seller to make corrections, replacements or repairs necessitated by (a) Purchaser's improper or misuse of the equipment or systems (b) by negligence of others or (c) by faulty design of the equipment or systems.

2. Seller shall not be required under the Limited Full Coverage or Inspection Plan to make safety tests or to install new attachments or additional controls or equipment recommended or directed by any insurance company laboratory or governmental authority.

3. The Limited Full Coverage or Inspection Plan does not include the maintenance, repair or replacement of recording or portable instruments, electrical disconnect switches, circuit breaker fuse panels, casing or cabinets, gaskets, insulation hardware items, damage from freezing corrosion, electrolysis, drain stoppage or plumbing beyond equipment, gas lines, domestic water lines, non-moving parts of heating, cooling and ventilating equipment, such as ductwork, boiler shell, tubes and refractory material and other like items.

4. Seller agrees to replace any workmanship which is disclosed within a period of 30 days after the performance thereof to be defective and will warrant materials and parts only to the extent, if any, the same are warranted by the suppliers thereof suppliers being defined to mean the suppliers of Seller. All warranties on equipment are to be extended to Seller on Limited Full Coverage Plans.

5. Purchaser agrees to provide reasonable means of access to all equipment covered by this Agreement.

6. In the event Seller is required to make emergency calls, repairs and/or replacements under the Limited Full Coverage Service Plan, occasioned by Purchaser's improper operation or misuse of the equipment, or by fire, explosion, flooding, the elements, strikes, labor troubles, vandalism, riots or civil commotion, or by any other cause beyond Seller's control, Purchaser shall reimburse Seller for such emergency calls, repairs and/or replacements in accordance with the Seller's current rates for performing such services.

7. Seller's liability for injury to persons or damage to property shall, in any event, be limited to that caused directly by it's negligence. Seller shall not be liable, however, on any account, for any damage or loss to Purchaser resulting from business interruption, inconvenience, and loss of profits or special indirect or consequential damage. Seller shall not be deemed to guarantee or warrant the continuing operation or operating efficiency of the EQUIPMENT COVERED, nor shall Seller by liable for any breakdowns thereof or for any damage to any other property of the Purchaser not covered by this Agreement resulting from any breakdowns in or operating mishaps of the EQUIPMENT COVERED provided, however, that nothing contained in this Paragraph shall be deemed to release Seller from the performance of its services and obligations under this Agreement.

8. Should any payment due by Purchaser become thirty days or more delinquent, Seller may terminate this Agreement by written notice and all monies owed Seller by Purchaser shall be immediately payable upon demand.

9. This Agreement is not transferable or assignable.

10. Purchaser agrees to accept the judgment of Seller as to be the best means and methods to be employed for any corrective or repair work necessary.

11. This Agreement shall remain in effect as herein provided unless either party shall furnish the other written notice of termination not later than 30 days prior to the end of any yearly period of the Agreement. Deletion, addition or depreciation of Agreement and/or change in Seller's cost may cause a change in contract price. Thirty days advance notice of any such change shall be given in writing to Purchaser and Purchaser shall have the right to terminate if such change is not acceptable.

Carmel Fire Department Headquarters
Two Civic Square
Carmel, IN 46032

This proposal will include quarterly equipment maintenance and inspection. Items listed below will be included as part of this maintenance proposal. A 1½ hour emergency service guarantee will be part of this contract.

Filters to be provided by contractor.

Equipment Covered Includes:

(11) Fan Coil Units
(4) Pumps
(4) Radiant Tube Heater

Perform the following during inspection:

- Report on general condition of units including cabinets, unusual noise or vibrations
- Oil or grease all bearings, including motors, fans and dampers as applicable
- Visual inspection for refrigerant/water leaks that may have occurred on equipment or piping
- Inspect all controls and contact points within the covered equipment
- Check refrigerant charge and record super heat and sub-cooling if applicable
- Check condition of drain screens, pans and piping
- Inspect and Replace filters
- Inspect and adjust valves, controls and damper settings and time clock settings per design function as applicable
- Inspect condenser and evaporator coils (We will provide one (1) condenser coil cleaning, annually, in the spring) – we will recommend any additional cleaning that may be needed
- Check belt/sheave adjustment, alignment and condition as applicable
- Inspect heat operation including burners, heat exchangers, electric heat banks, etc. as applicable
- Submit reports and recommendations as applicable

Exhibit A
Page 4 of 4

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

PURCHASE ORDER NUMBER

103997

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
5/19/2020			**362779**	**Yearly PM - Sta. 41**

VENDOR **LEACH & RUSSELL**
9151 FORD CIRCLE

FISHERS, IN 46038 -

SHIP TO **Carmel Fire Department**
2 Civic Square
Carmel, IN 46032-

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
46782				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
Department: **1120**	*Fund:* **101**	**General Fund**		
Account: **43-501.00**				
1	**Each**	**$650.00 will be billed quarterly**	**$2,600.00**	**$2,600.00**
1	**Each**	**HVAC PM - Station 41**	**$0.00**	**$0.00**
			Sub Total	**$2,600.00**

Send Invoice To:
Carmel Fire Department

2 Civic Square
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				$2,600.00

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

Denise Snyder

TITLE Accreditation/Budget Administrator

CONTROL NO. 103997

CONTROLLER

RESOLUTION NO. BPW 06-03-20-02

RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY ACKNOWLEDGING AGREEMENT BETWEEN OWNER AND CONTRACTOR

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 Grant Agreement 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: _____

MELROSE PYROTECHNICS, INC.

AGREEMENT

This contract entered into this **14th** Day of **May** AD **2020** by and between MELROSE PYROTECHNICS, INC. of Kingsbury, Indiana and **City of Carmel** (CUSTOMER) of City **Carmel** State **Indiana**.

WITNESSETH: Melrose Pyrotechnics, Inc. for and in consideration of the terms hereinafter mentioned, agrees to furnish to the Customer **(1) one** Fireworks Display(s) as per agreement made and accepted and made a part hereof, including the services of our Operator to take charge of and fire display under the supervision and direction of the Customer, said display to be given on the evening of **July 4, 2020 with a rain date of July 5, 2020** Customer Initial JB, weather permitting, it being understood that should inclement weather prevent the giving of this display on the date mentioned herein the parties shall agree to a mutually convenient alternate date, within six (6) months of the original display date. If the show is rescheduled prior to our truck leaving the facility, Customer shall remit to Melrose Pyrotechnics, Inc. an additional 15% of the total contract price for additional expenses in presenting the display on an alternate date. If the show is rescheduled after our trucks leave the facility, Customer shall remit to Melrose Pyrotechnics, Inc. an additional 40% of the total contract price for additional expenses incurred. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of Melrose Pyrotechnics, Inc. In the event the Customer does not choose to reschedule another date or cannot agree to a mutually convenient date, Melrose Pyrotechnics, Inc. shall be entitled to 50% of the contract price for costs, damages and expenses. If the fireworks exhibition is canceled by Customer prior to the display, Customer shall be responsible for and shall pay to Melrose Pyrotechnics, Inc. on demand, all Melrose Pyrotechnics Inc.'s out of pocket expenses incurred in preparation for the show including, but not limited to, material purchases, preparation and design costs, licenses and employee charges.

MELROSE PYROTECHNICS, INC. agrees to furnish all necessary fireworks display materials and personnel for a fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. Should this display require any Union related costs; their fees are not included in this agreement.

It is further agreed and understood that the CUSTOMER is to pay MELROSE PYROTECHNICS, INC. the sum of **$35,000.00 (Thirty five thousand and 00/100 dollars)**. A service fee of 1 ½ % per month shall be added, if account is not paid within 30 days of the show date.

MELROSE PYROTECHNICS, INC. will obtain Public Liability and Property Damage and Workers Compensation Insurance. All those entities/individuals who are listed on the certificate of insurance will be deemed an additional insured on our liability policy.

CUSTOMER will timely secure and provide the following items:

(a) Sufficient area for the display, including a minimum spectator set back of **350** feet at all points from the discharge area.
(b) Funds for all permits, licenses, and approvals as required by local, state and federal laws for fireworks display.
(c) Protection of the display area by roping-off or similar facility.
(d) Adequate police protection to prevent spectators from entering display area.
(e) Search of the fallout area at first light following a nighttime display.

It is further agreed and mutually understood that nothing in this contract shall be construed or interpreted to mean a partnership, both parties being hereto responsible for their separate and individual debts and obligations and neither party shall be responsible for any agreements not stipulated in this contract. Customer agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by Melrose Pyrotechnics, Inc. in the collection or attempted collections of any amount due under this agreement and invoice.

The parties hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

MELROSE PYROTECHNICS, INC.

By _____

Date Signed: **May 14, 2020**

Carl Thompson, Event Producer
P.O. Box 302, 1 Kingsbury Industrial Park
Kingsbury, IN 46345
(800) 771-7976

CUSTOMER

By Jim Brainard
Its duly authorized agent, who represents he/she has full authority to bind the customer

Date Signed May 14, 2020

(PLEASE TYPE OR PRINT)

Name James Brainard
Address City of Carmel
1 Civic Square, Carmel, IN 46032
Phone 317-571-2401
Email jbrainard@carmel.in.gov

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

PURCHASE ORDER NUMBER

103986

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
5/14/2020			**366315**	**CARMELFEST FIREWORKS**

VENDOR
MELROSE PYROTECHNICS INC
1 KINGSBURY INDUSTRIAL PARK
PO BOX 302
KINGSBURG, IN 46345 -

SHIP TO
Community Relations
1 Civic Square
Carmel, IN 46032-

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
46664				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
Department: **1203** *Fund:* **101** **General Fund**				
Account: **43-590.03**				
1	**Each**	**CARMELFEST FIREWORKS**	**$35,000.00**	**$35,000.00**
			Sub Total	**$35,000.00**

Send Invoice To:
Community Relations

1 Civic Square
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT

PAYMENT **$35,000.00**

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

SHIPPING INSTRUCTIONS

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

ORDERED BY	Nancy Heck	James Crider
TITLE	Director	Director of Administration
CONTROLLER		

CONTROL NO. 103986

RESOLUTION NO. BPW 06-03-20-03

RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY ACKNOWLEDGING AGREEMENT BETWEEN OWNER AND CONTRACTOR

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 Grant Agreement 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: _____

DEAL: 98336
STK: 35017

INDIANA
MOTOR VEHICLE LEASE AGREEMENT

DATE 05/19/2020

1-800-727-7000

FORD CREDIT

www.fordcredit.com

LESSEE (and Co-Lessee) Name and Address (Including County and Zip Code)

CITY OF CARMEL-MAYOR'S OFFICE
1 CIVIC SQ
CARMEL IN 46032-2584 HAMILTON

LESSOR (Name and Address)

PEARSON FORD, INC.
10650 N. MICHIGAN RD.
ZIONSVILLE, IN 46077

"Finance Company" is FORD MOTOR CREDIT COMPANY. The **"Holder"** is HTD LEASING LLC and its assigns. By signing **"You"** (Lessee and Co-Lessee) agree to lease this Vehicle according to the terms on the front and back of this lease and the terms of the Wear-Care Addendum, if any, attached to this lease.

If Your payment schedule is shown in Item 2(a), You entered into a "Monthly Payment Lease."
If Your payment schedule is shown in Item 2(b), You entered into an "Advance Payment Lease."

New/Used	Mileage at Delivery	Year/Make/Model	Vehicle Identification Number	Vehicle Use
NEW	124	2020 FORD ESCAPE HYBRI	1FMCU9D73LUB12587	

TRADE-IN _____ Year/Make/Model $ N/A Gross Allowance $ N/A Amount Owing

1. Amount Due At Lease Signing or Delivery (Itemized Below) *	2. Payments	3. Other Charges (not part of Your monthly payment)	4. Total of Payments (The amount You will have paid by the end of the lease)
$ 1875.00	**(a) Monthly Payments** Your first monthly payment of $ 536.48 is due on 05/19/2020, followed by 38 payments of $ 536.48 due on the 18TH day of each month. The total of Your monthly payments is $ 20922.72 **(b) Advance Payment** Your Payment of $ N/A is due on N/A. The total of Your payment is $ N/A	Disposition fee (if You do not purchase the Vehicle) $ 395.00 N/A N/A Total $ 395.00	$ 22656.24

*** Itemization of Amount Due at Lease Signing or Delivery**

5. Amounts Due At Lease Signing or Delivery:

a. Capitalized cost reduction	$ 1338.52
b. First monthly payment	536.48
c. Advance payment	N/A
d. Refundable security deposit	N/A
e. Title fees	N/A
f. Registration fees	N/A
g. Acquisition fee	N/A
h. N/A	N/A
i. N/A	N/A
j. N/A	N/A
k. N/A	N/A
l. N/A	N/A
m. N/A	N/A
Total	$ 1875.00

6. How the Amount Due At Lease Signing or Delivery will be paid:

a. Net trade-in allowance	$ N/A
b. Rebates and noncash credits	1875.00
c. Amount to be paid in cash	0.00
d. N/A	N/A
Total	$ 1875.00

7. Your payment is determined as shown below:

a. **Gross capitalized cost.** The agreed upon value of the Vehicle ($ 36813.55) and any items You pay over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance) (Itemized below - Item 18) **		$ 37458.55
b. **Capitalized cost reduction.** The amount of any net trade-in allowance, rebate, noncash credit, or cash that You pay that reduces the gross capitalized cost	−	1338.52
c. **Adjusted capitalized cost.** The amount used in calculating Your base payment	=	36120.03
d. **Residual value.** The value of the Vehicle at the end of the lease used in calculating Your base payment	−	20569.60
e. **Depreciation and any amortized amounts.** The amounts charged for the Vehicle's decline in value through normal use and for other items paid over the lease term	=	15551.43
f. **Rent charge.** The amount charged in addition to the depreciation and any amortized amounts	+	5371.29
g. **Total of base payments.** The depreciation and any amortized amounts plus the rent charge	=	20922.72
h. **Lease payments.** The number of payments in Your lease	÷	39
i. **Base payment**	=	536.48
j. **Sales / Use tax**	+	
k. N/A	+	N/A
l. N/A	+	N/A
m. **Total payment**		$ 536.48

Early Termination. You may have to pay a substantial charge if You end this lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier You end the lease, the greater this charge is likely to be.

8. Excess Wear and Use. You may be charged for excessive wear based on our standards for normal use. At the scheduled end of this lease, unless You purchase the Vehicle, **You must pay** to Lessor $0. 20 per mile for each mile in excess of 48874 miles shown on the odometer. See Items 22 and 28 on back and the WearCare Addendum, if any, attached to this lease for additional excess wear and use terms.

9. Extra Mileage Option Credit. At the scheduled end of this lease, You will receive a credit of $0. N/A per unused mile for the number of unused miles between N/A and N/A miles, less any amounts You owe under this lease. You will not receive any credit if the Vehicle is destroyed, if You terminate Your lease early, exercise any purchase option, are in default or the credit is less than **$1.00.**

10. Purchase Option at End of Lease Term, $ 21068.60 plus official fees and taxes, and a reasonable documentary fee if allowed by law, is Your lease end purchase option price. You have the option to purchase the Vehicle at the end of the lease term from a party designated by the Holder for the purchase option price if You are not in default.

11. Other Important Terms. See Your lease documents for additional information on early termination, purchase option and maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

12. WARRANTY The Vehicle is covered by any warranty indicated below:

☒ XX Standard new vehicle warranty provided by the manufacturer or distributor of the Vehicle.

☐ N/A

13. OFFICIAL FEES AND TAXES $ _____.
The estimated total amount You will pay for official and license fees, registration, title and taxes over the term of Your lease, whether included with Your monthly payments or assessed otherwise. The actual total of fees and taxes may be higher or lower depending on the tax rates in effect or the value of the leased property at the time a fee or tax is assessed.

14. VEHICLE INSURANCE MINIMUMS You must insure the Vehicle during this lease. This insurance must be acceptable to Finance Company and protect You and Holder with **(a)** comprehensive fire and theft insurance with a **maximum deductible** amount of **$1,000;** and **(b)** collision and upset insurance with a **maximum deductible** of **$1,000;** and **(c)** automobile liability insurance with **minimum limits** for bodily injury or death of $ 25,000 for any one person and $ 50,000 for any one accident, and $ 25,000 for property damage. You will list the Holder as additional insured and loss payee under the insurance policy unless Lessor or Finance Company specifies otherwise. You must give Finance Company evidence of this insurance. (See Item 23 on back)

LESSOR IS NOT PROVIDING VEHICLE OR LIABILITY INSURANCE

15. OPTIONAL INSURANCE These coverages are not required to enter into this lease and will not be provided unless You sign below. If insurance is to be obtained by Lessor, the coverages are shown in a notice given to You this date and are for the term of this lease.

a. Credit Life Insurance $ N/A (Initial Coverage) $ N/A **(Premium)** N/A (Insured(s))

N/A (Insurance Company)

Lessee: X N/A Co-Lessee: X N/A

b. Credit Disability Insurance $ N/A (Monthly Coverage) $ N/A **(Premium)** N/A (Insured(s))

N/A (Insurance Company)

Lessee: X N/A Co-Lessee: X N/A

16. LATE PAYMENTS You will pay a late charge on each payment that is not received within **10 days** after it is due. The charge is **7.5%** of the full amount of the scheduled payment or **$50.00** whichever is less.

17. LESSOR SERVICES N/A
(See Item 21 on back) N/A

****18. Itemization of Gross Capitalized Cost**

Agreed Upon Value of the Vehicle	Sales/Use Tax and Other Applicable Taxes	Title Fees	License and Registration Fees	Extended Warranty and Service Contract	Acquisition Fee	Documentation Fee
$ 36813.55	+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	+ $ 645.00	+ $ N/A
N/A	N/A	N/A	N/A	N/A	N/A	**Total Gross Capitalized Cost**
+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	= $ 37458.55

THIS IS A LEASE AGREEMENT

THIS IS NOT A PURCHASE AGREEMENT

PLEASE REVIEW THESE MATTERS CAREFULLY AND SEEK INDEPENDENT PROFESSIONAL ADVICE IF YOU HAVE ANY QUESTIONS CONCERNING THIS TRANSACTION. YOU ARE ENTITLED TO AN EXACT COPY OF THE AGREEMENT YOU SIGN.

SIGNATURES AND IMPORTANT NOTICES

Modification: This lease sets forth all of the agreements of Lessor and You for the lease of the Vehicle. There is no other agreement. Any change in this lease must be in writing and signed by You and Finance Company.

Lessee: CITY OF CARMEL MAYOR'S OFFICE By: X [signature] Title: Mayor

Co-Lessee: N/A By: X Title:

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

NOTICE: (1) Do not sign this lease before You read it or if it has any blank space to be filled in, (2) You have the right to get a filled-in copy of this lease. You acknowledge that You received a filled-in copy of this lease at the time You signed it and notice of an assignment of this lease by the Lessor to Holder.

Lessee: CITY OF CARMEL-MAYOR'S OFFICE By: X [signature] Title: Mayor

Co-Lessee: N/A By: X N/A Title: N/A

Lessor and Lessee are hereby notified that Holder has assigned to QI Exchange, in its capacity as Holder's qualified intermediary, its rights (but not its obligations) with respect to the purchase of this Vehicle and the sale of this Vehicle at lease termination.
Lessor accepts this lease and assigns it to Holder under the terms of the lease plan agreement between Lessor and Holder.

Lessor: PEARSON FORD, INC. By: X [signature] Title: Finance

FC 19013-P (MAY 18)
FC 19013-APP
Previous editions may NOT be used.

SEE OTHER SIDE FOR ADDITIONAL AGREEMENTS

PLY 1 - ORIGINAL PLY 2 - LESSEE PLY 3 - LESSOR PLY 4 - CO-LESSEE/GUARANTOR

Deal#: 96336

VEHICLE ORDER AGREEMENT

PEARSON Ford FOR A LIFETIME.

Pearson Ford, Inc.
10650 North Michigan Road
Zionsville, Indiana 46077
317.873.3333
www.myindyford.com

Date: 05/19/2020
Name: CITY OF CARMEL-MAYOR'S OFFICE
Name:
Address: 1 CIVIC SQ
CARMEL IN 46032-2584
Home Phone: [redacted]
Work Phone: ~~317/733-2001~~ 317-571-2401

VEHICLE ORDER INFORMATION

☒ New ☐ Used ☐ Demo

Year: 2020	Make: FORD
Model: ESCAPE HYBRID	Color: UM AGATE BLACK METALLIC
Stock #: 35017	Salesperson:
VIN #: 1FMCU9DZ3LUB12587	
*NOTES:	

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the vehicle order agreement.

TRADE-IN VEHICLE INFORMATION

(1) Year:	Make:
Model:	Color:
VIN #:	
Mileage:	Actual / Not Actual
Amount of Lien: N/A	
Lienholder:	
Address:	
Phone:	
Stock No.:	
(2) Year:	Make:
Model:	Color:
VIN #:	
Mileage:	Actual / Not Actual
Amount of Lien: N/A	
Lienholder:	
Address:	
Phone:	
Stock No.:	

TRADE IN CERTIFICATION

Customer agrees to deliver to Dealer good, clear and marketable title(s) to the trade-in vehicle(s) as part of the consideration for the vehicle ordered at the time of delivery. Customer warrants that the trade-in vehicle(s) are owned only by customer and are free and clear of all liens and encumbrances except as otherwise stated in writing herein. Customer certifies that the airbags, safety and emissions equipment in the trade-in vehicle(s) have never been disconnected and are operable. Customer also agrees that the trade-in vehicle(s) has/have never been and is/are not required to be titled in any state as a defective, rebuild, salvage, flood, lemon or buy back vehicle and have never been damaged.
Customer agrees that the trade-in terms on the back of this agreement also apply.

MSRP/Selling Price		$	36813.55
Optional Accessories		$	
1.		$	N/A
2.		$	N/A
3.		$	N/A
4.		$	N/A
5.		$	N/A
6.		$	N/A
Sub-total		$	36813.55
TRADE ALLOWANCE	(-)	$	N/A
Manufacturer Allowance	(-)	$	
		$	N/A
Other		$	
Amount Subject to Sales Tax		$	36813.55
State & Misc. Sales Tax N/A	(+)	$	N/A
TRADE PAYOFF	(+)	$	N/A
Service Contract	(+)	$	N/A
Tire Tax	(+)	$	N/A
Luxury Tax	(+)	$	N/A
Documentary Fee	(+)	$	N/A
Other Amounts Owed	(+)	$	
Total Amount Due	(=)	$	36813.55
Down Payment	(-)	$	N/A
Credit Card Rebate	(-)	$	
Rebate	(-)	$	1875.00
		$	N/A
		$	
		$	
		$	
		$	
ACQ.FEE		$	645.00
		$	
		$	
		$	
		$	
		$	
		$	
		$	
Balance Owed Dealer	(=)	$	35583.55

Model: ESCAPE HYBRID	Color: UM AGATE BLACK METALLIC	2.	$	N/A
Stock #: 35017	Salesperson:	3.	$	N/A
VIN #: 1FMCU9DZ3LUB12587		4.	$	N/A
*NOTES:		5.	$	N/A
		6.	$	N/A
		Sub-total	$	36813.55
		TRADE ALLOWANCE	(-) $	N/A
The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the vehicle order agreement.		Manufacturer Allowance	(-) $	
			$	N/A
		Other	$	
TRADE-IN VEHICLE INFORMATION		Amount Subject to Sales Tax	$	36813.55
(1) Year:	Make:	State & Misc. Sales Tax N/A	(+) $	N/A
Model:	Color:	TRADE PAYOFF	(+) $	N/A
VIN #:		Service Contract	(+) $	N/A
Mileage:	Actual / Not Actual	Tire Tax	(+) $	N/A
Amount of Lien: N/A		Luxury Tax	(+) $	N/A
Lienholder:		Documentary Fee	(+) $	N/A
Address:		Other Amounts Owed	(+) $	
		Total Amount Due	(=) $	36813.55
Phone:		Down Payment	(-) $	N/A
Stock No.:		Credit Card Rebate	(-) $	
(2) Year:	Make:	Rebate	(-) $	1875.00
Model:	Color:		$	N/A
VIN #:			$	
Mileage:	Actual / Not Actual		$	
Amount of Lien: N/A			$	
Lienholder:			$	
Address:		ACQ.FEE	$	645.00
			$	
Phone:			$	
Stock No.:			$	
TRADE IN CERTIFICATION			$	
			$	
			$	
			$	
			$	
		Balance Owed Dealer	(=) $	35583.55

Customer agrees to deliver to Dealer good, clear and marketable title(s) to the trade-in vehicle(s) as part of the consideration for the vehicle ordered at the time of delivery. Customer warrants that the trade-in vehicle(s) are owned only by customer and are free and clear of all liens and encumbrances except as otherwise stated in writing herein. Customer certifies that the airbags, safety and emissions equipment in the trade-in vehicle(s) have never been disconnected and are operable. Customer also agrees that the trade-in vehicle(s) has/have never been and is/are not required to be titled in any state as a defective, rebuild, salvage, flood, lemon or buy back vehicle and have never been damaged.
Customer agrees that the trade-in terms on the back of this agreement also apply.

DISCLAIMER OF WARRANTIES

Unless Dealer provides Customer with a separate written warranty or service contract made by Dealer on its own behalf, the **DEALER HEREBY DISCLAIMS ANY AND ALL WARRANTIES ORAL, WRITTEN, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, THE VEHICLE IS SOLD "AS IS" WITH ALL FAULTS.** Dealer further disclaims any and all liability for incidental or consequential damages incurred by Customer, including but not limited to, loss of profit, loss of use or inconvenience arising out of the purchase, lease, operation, failure or use of the vehicle. The manufacturer of the vehicle may provide a warranty for the vehicle. The manufacturer of the vehicle is solely responsible for such warranty, if any. Dealer expressly disclaims liability arising from such warranty. Dealer also makes no representation or guaranty concerning the availability of any manufacturer's warranty. The manufacturer's warranty, if any, may not cover parts or accessories installed after manufacture of the vehicle. Dealer also makes no warranty or representation as to any parts or accessories. CUSTOMER ALSO AGREES WITH THE ADDITIONAL DISCLAIMER OF WARRANTY TERMS ON THE REVERSE SIDE OF THIS VEHICLE ORDER AGREEMENT.

BEFORE SIGNING THIS ORDER READ ALL TERMS ON THE FRONT AND BACK

This written document and the accompanying written, signed documents, including but not limited to the finance/lease documents, contain the entire agreement of the parties. Customer agrees that this Vehicle Order Agreement includes all terms on both the front and back of this Agreement. Customer has read, understands and voluntarily agrees to all terms stated herein. Unless specifically referenced in this agreement, no other agreement or understanding has been made or entered into or will be recognized. The written terms supersede any prior agreement or understanding of the Dealer and Customer. The rights and obligations of the Customer and Dealer are limited to the written terms on the front and back of this Agreement and the accompanying documents signed by the parties including, but not limited to, the finance/lease documents, if any.

I HAVE READ THE TERMS ON THE FRONT AND BACK OF THIS DOCUMENT AND THE ACCOMPANYING DOCUMENTS AND AGREE TO THE WRITTEN TERMS. I CERTIFY I AM 18 YEARS OF AGE OR OLDER, HAVE VOLUNTARILY ENTERED INTO THIS AGREEMENT AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

Signed _____ Dated 05/19/2020

Signed _____ Dated _____

NOTICE: THIS AGREEMENT IS NOT VALID UNLESS ACCEPTED AND SIGNED BY DEALER OR ITS AUTHORIZED REPRESENTATIVE.

ACCEPTED: Dealer/Authorized Representative _____

Certificate of Insurance

I.

Account #

VIN # 1FMCU9D23LUB12587

Policy # 8103036P64A | Effective Date 1/1/20 | Expiration Date 1/1/21

II. LESSEE INFORMATION

Name: City of Carmel - Mayor's Office | If company, Guarantor

S.S. # | Self Insured ☐ Yes ☐ No

D.L. # | Expiration Date | State

Address 1 Civic Sq | City Carmel | In

Phone 317-573-4516 317-571-2401 | State In | Zip Code 46112 46032

III. AGENT / COMPANY INFORMATION (To be completed by dealer)

Company The Travelers Indemnity Co. | Address 301 Pennsylvania Pkwy 201

Agent Name Wendi Farling | City Indianapolis

Phone | State In | Zip Code 46280

IV. VEHICLE INFORMATION

Year 2020 | Make Ford | Model Escape

Capitalized cost | Est. date of delivery

Is Coverage on current vehicle being deleted ☐ Yes ☐ No

If yes, Please provide: Year | Make | Model

V. DEALER INSURANCE VERIFICATION (POLICY REQUIREMENTS)

LIMITS OF LIABILITY

RCL Car & Light Truck (16,000 Lb. GVW and Less) / CommerciaLease Car & Light Truck (19,500 Lb. GVW and less)

Coverage	Minimum	Actual
Bodily Injury & property damage or single limit	As shown in your lease agreement	
Collision	up to $1,000 deductible or as shown in your lease agreement	
Comprehensive	up to $1,000 deductible or as shown in your lease agreement	

CommerciaLease Medium & Heavy Truck (over 19,500 Lb. GVW)

Coverage	Minimum	Actual
Single limit	$500,000 (all except Tractors over 33,000 Lbs) $1,000,000 (Tractors over 33,000 Lbs)	
Collision	up to $2,500 deductible	
Comprehensive	up to $2,500 deductible	

_____ shall be listed as **Additional Insured.**
(to be identical to full name of HOLDER noted on lease agreement)

_____ shall be listed as **Loss Payee.**
(to be identical to full name of HOLDER noted on lease agreement)

Mailing Address:
P.O. Box 390858, Minneapolis, MN 55439-0858

****** ***Additional Insured and Loss Payee will be notified in writing at least 10 days in advance of a policy cancellation, non-renewal, or reduction in coverage.***

VI. TO BE COMPLETED BY LESSEE

This is to certify to HTD Leasing LLC (holder noted on lease agreement) that, I James Brainard (please print full name) lessee of the leased vehicle above, authorize you (agent) to provide the requested coverage and to forward the appropriate documents to HTD Leasing LLC (holder noted on lease agreement).

Lessee signature [signature]

Date 5-22-2020

TO BE COMPLETED BY DEALER

We certify that we have verified insurance coverage as listed above with the agent for the insurer on the described vehicle.

Dealer signature [signature] | **Spoke to (print)** Zach Barkdull

Info. taken by (print)

Phone # 317-733-6019 | **Date** 5/22/20

COMPANY USE ONLY

Processed By

Date

Form
ST-108E
State Form 48841
(R4 / 3-08)

Indiana Department of Revenue
Certificate of Gross Retail or Use Tax EXEMPTION for the Purchase of a Motor Vehicle or Watercraft

96336

NAME OF DEALER PEARSON FORD, INC.		Dealer's RRMC # (Registered Retail Merchant Certificate Number) 0 0 0 1 8 7 8 1 9 0 — TID# (10 digits) 0 0 1 — LOC# (3 digits)	
Dealer's FID # (Federal Identification Number, 9 digits) 35-1053374		Dealer's License Number(seven digits) 0401267	
Address of Dealer 10650 N. MICHIGAN RD.	City ZIONSVILLE	State IN	Zip Code 46077
NAME OF PURCHASER(S) (PRINT OR TYPE) CAB EAST LLC		SSN, TID, OR FID # (**Mandatory**)	
Address of Purchaser PO BOX 105704	City ATLANTA	State GA	Zip Code 30348

Vehicles Identification Information of Purchase

VIN # (Vehicle Identification Number) or HIN # (Hull Identification Number)	Year	Make	Model/Length
1FMCU9DZ3LUB12587	2020	FORD	ESCAPE HYBRID

Calculation Of Purchase Price

1. Total Purchase Price	1.	36813.55
2. Trade-Allowance (Like-kind exchanges only)	2.	N/A
3. Net Purchase Price (Line 1 minus Line 2)	3.	36813.55

Trade in Information

VIN # (Vehicle Identification Number) or HIN # (Hull Identification Number)		
Year	Make	Model/Length

CALCULATION OF PURCHASE PRICE LINES 1, 2 & 3 MUST BE COMPLETED FOR ALL EXEMPTED PURCHASES

NEW RESIDENT STATEMENT Must Be Completed if Exemption # 8 is claimed, see reverse side.

I certify that I became a resident of INDIANA on (month & year) _____

My previous State of Residence was _____. I hereby certify that the above statement is true and correct.

Date _____ Signature of Owner _____

SALES/USE TAX WORKSHEET To be completed if Sales and/or Use Tax was paid to a state other than Indiana, Exemption # 15. See reverse side.

Date of Purchase

1. Purchase price of property subject to sales/use tax ..... 1. $ _____

2. Indiana sales/use tax due: Multiply Line 1 by sales/use tax percentage (7%) ..... 2. _____

3. Credit for sales tax previously paid to another state ..... 3. _____
(Do not include flat fees, local, and/or excise taxes.) In what state was the tax paid? _____

4. Total amount due: Subtract Line 3 from Line 2. _____ 4. $ _____
(Line # 3 can not exceed Line # 2)

DIRECT RELATIVE IDENTIFICATION EXEMPTION (Must Be Completed if Exemption # 11 is claimed, see reverse side).

Name(s) on original title _____ Relationship of above parties _____

Name(s) being added/deleted _____

PUBLIC TRANSPORTATION EXEMPTION (Must be completed if exemption # 6 is claimed and you are not a school bus operator.)

USDOT # (U.S. Department of Transportation Number) _____

I certify that the above vehicle or watercraft is exempt from sales/use tax under exemption # _____ (see reverse side). I also certify that any sales tax credit shown as paid to an out of state dealer using exemption #15 was actually collected by the dealer and the dealer has not provided the buyer with a check to be paid to the BMV. I understand that making a false statement on this form may constitute the crime of perjury.

Date 05/19/2020 **Signature of Purchaser** _____

CONVENIENCE FEE DISCLOSURE

State Form 56075 (7-16)
Approved by State Board of Accounts, 2016
INDIANA BUREAU OF MOTOR VEHICLES

DEAL# 96336
CUST# 5712500

INSTRUCTIONS:

1. *Complete in blue or black ink, or print form.*
2. *An original or electronic signature is required. Purchaser cannot assign Power of Attorney (POA) signatory rights for this form.*
3. *A Company may submit one form and attach a separate sheet which lists all vehicles and watercraft being sent to the Full or Partial Service Provider (FSP/PSP) for processing.*
4. *Indiana Code 9-14.1-3-3 establishes convenience fee disclosure form requirements.*

SECTION 1 – APPLICANT INFORMATION

Name of Applicant *(first, middle, last or company name)*			
CITY OF CARMEL-MAYOR'S OFFICE			
Mailing Address *(number and street)*	City	State	ZIP Code
1 CIVIC SQ	CARMEL	IN	46032-2584

SECTION 2 – VEHICLE/WATERCRAFT INFORMATION

Vehicle Identification Number (VIN) / Hull Identification Number (HIN)	Vehicle/Watercraft Year	Vehicle/Watercraft Make
1FMCU9DZ3LUB12587	2020	FORD

SECTION 3 – FEE INFORMATION

Fee Type	Convenience Fee Amount
☒ Title ☐ Registration	0.00

SECTION 4 – APPLICANT AFFIRMATION

I swear and affirm under the penalties for perjury that the information entered in Section 1 and Section 2 on this form is true and correct. I am aware of the convenience fee being charged by the Full or Partial Service Provider (FSP/PSP) and that the location of the nearest Bureau of Motor Vehicles Commission (BMVC) license branch to this FSP/PSP has been provided to me.

By signing this form, I have been made aware of and understand: *(Read and check each box.)*

- ☒ **This convenience fee is not charged at a BMVC license branch;**
- ☒ **This convenience fee does not exceed 150% of the applicable BMV fee;**
- ☒ **The nearest BMVC license branch location is 2.6 miles away from this FSP/PSP location.**

Name and Address of Nearest BMVC License Branch	Hours of Operation
INDIANAPOLIS - MICHIGAN RD	Monday: CLOSED
8330 MICHIGAN RD	Tuesday: 8:30 AM - 6:30 PM
INDIANAPOLIS, IN 46268	Wednesday: 8:30 AM - 5:00 PM
	Thursday: 8:30 AM - 5:00 PM
	Friday: 8:30 AM - 5:00 PM
	Saturday: 8:30 AM - 12:30 PM

Signature of Applicant	Printed Name and Position *(e.g. agent or representative, if a company)*	Date Signed *(mm/dd/yyyy)*
	Mayor James Brainard	05/19/2020

Full or Partial Service Provider (FSP/PSP) Use Only

This form must be imaged with all title paperwork, and a copy must be retained by the FSP/PSP in their end of day files for audit.

RouteOne®

Business Credit Application

Please check one of the following:

[ ] You are applying for individual credit in your own name and are relying on your own income or assets and not the income or assets of another person as the basis for repayment of the credit requested.

[X] You are applying for credit in the name of the business and are relying on the business' income or assets and not the income or assets of another person as the basis for repayment of the credit requested.'

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT -
To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

By signing this application:

I authorize dealer and any finance company, bank or other financial institution to which the dealer submits my application ("you") to investigate my credit and employment history, verify my income, obtain credit reports, and release information about your credit experience with me as the law permits.

I further authorize you to forward my application and all related information to other creditors for evaluation as a method of effectuating my request for credit.

If an account is created, I authorize you to obtain credit reports for the purpose of reviewing or taking collection action on the account, or for other legitimate purposes associated with the account.

Monitoring, Recording, and Collection Communications

I agree that you, your affiliates, agents and service providers may monitor and record telephone calls regarding my account to assure the quality of your service or for other reasons. I also expressly consent and agree to you, your affiliates, agents and service providers using written, electronic or verbal means to contact me as the law allows. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems. I agree you, your affiliates, agents and service providers may do so using any e-mail address or any telephone number I provide, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether I incur charges as a result.

I certify that I have read and agree to the terms of this application and that the information in it is complete and true.

If you sign this credit application electronically, you intend that process to be your electronic signature on an electronic application, acknowledge receipt of all disclosures provided on the credit application, and give your authorization and consent to the recipient(s) of this application to take the actions identified in the credit application.

Credit Application Signature

Applicant: By Jan Brand Date 5-22-2020

Consent to do Business Electronically

Please read this information carefully and print a copy and/or retain this information for future reference.

Introduction. You are purchasing a vehicle which will require you to sign a series of forms (hereinafter, a "Deal"). Your dealer is using electronic signatures to help make the transaction more convenient and secure. As a result, one or more of the forms to purchase your vehicle may be eligible for electronic signature.

Consent. By signing this form, you are consenting to do business electronically. For forms that are eligible for electronic signature, you acknowledge that by signing your name on the signature pad or clicking on the "I Agree" or similar button, you are indicating your intent to sign the relevant documents or records and that this shall constitute your signature. Not all forms used for the purchase of your vehicle may be eligible for electronic signatures. As a result, one or more forms may still require paper signatures.

Withdrawal. You may withdraw your consent at any time during the transaction and elect to proceed with the purchase using pen and paper signatures.

Buyer: CITY OF CARMEL-MAYOR'S OFFICE

Buyer: _____ Date: 05/19/2020

Co-Buyer:

Co-Buyer: _____ Date: _____

96336

STATEMENT OF EXISTING LEASE AGREEMENT

State Form 12787 (R / 3-96)

The following statement must be properly signed by both Lessor and Lessee, and presented to the Bureau of Motor Vehicles for title / registration of all leased motor vehicles.

We CAB EAST LLC Address PO BOX 105704 ATLANTA GA 30348

are the owners of: Year 2020 Make FORD Identification # 1FMCU9DZ3LUB12587

and have entered into a lease agreement with the following lessee:

Lessee	Address
CITY OF CARMEL-MAYOR'S OFFICE	1 CIVIC SQ CARMEL IN 46032-2584

County
HAMILTON

THE PLATE FEE AND COUNTY EXCISE TAX ARE TO PAID BY THE: (*Check one*) ☒ LESSEE ☐ LESSOR, and will remain the property of the same.
(*If plate / excise ownership is different than indicated, an attached affidavit stating ownership is required.*)

THIS AFFIDAVIT HAS BEEN REVIEWED, AND IS BEING SIGNED UNDER PENALTY OF PERJURY.

Signature of Owner / Lessor CAB EAST LLC	Date (*month, day, year*) 05/19/2020
By (*Name*)	Position POA
Signature of Lessee CITY OF CARMEL-MAYOR'S OFFICE	Date (*month, day, year*) 05/19/2020

96336

STATEMENT OF EXISTING LEASE AGREEMENT

State Form 12787 (R / 3-96)

The following statement must be properly signed by both Lessor and Lessee, and presented to the Bureau of Motor Vehicles for title / registration of all leased motor vehicles.

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are the owners of: Year 2020 Make FORD Identification # 1FMCU9DZ3LUB12587

and have entered into a lease agreement with the following lessee:

Lessee	Address
CITY OF CARMEL-MAYOR'S OFFICE	1 CIVIC SQ CARMEL IN 46032-2584

County
HAMILTON

THE PLATE FEE AND COUNTY EXCISE TAX ARE TO PAID BY THE: (*Check one*) ☐ LESSEE ☐ LESSOR, and will remain the property of the same.
(*If plate / excise ownership is different than indicated, an attached affidavit stating ownership is required.*)

THIS AFFIDAVIT HAS BEEN REVIEWED, AND IS BEING SIGNED UNDER PENALTY OF PERJURY.

Signature of Owner / Lessor CAB EAST LLC	Date (*month, day, year*) 05/19/2020
By (*Name*)	Position
Signature of Lessee CITY OF CARMEL-MAYOR'S OFFICE	Date (*month, day, year*) 05/19/2020

GENERAL INFORMATION

INDIANA CODE 6-2.5-9-6 requires that a person titling a vehicle or watercraft present certification indicating the state gross sales and use tax has been paid; otherwise, the payment of the tax must be made directly to a Bureau of Motor Vehicles license branch.

If NONE of the exemptions apply to the purchase, Form ST-108 must be completed by the dealer and the purchaser to indicate that the sales/use tax was collected by the dealer. The dealer is then required to submit the sales/use tax to the Department of Revenue.

A purchaser's ID# (SSN-Social Security #, TID - Indiana Taxpayer Identification #, FID - Federal Identification #) is mandatory to claim an exemption. Calculation of Purchase Price lines #1, #2 and #3 must be completed for all exempted purchases. The exemption claim is not valid without providing a required ID# and Purchase Price information. Exemptions available are:

1. Vehicles or watercraft purchased by Indiana or Federal governmental units or their instrumentalities.
2. Vehicles or watercraft purchased by nonprofit organizations operated exclusively for religious, charitable, or educational purposes and using the vehicle for the purpose for which such organization is exempt. The applicant MUST indicate its 13 digit Indiana TID and LOC number on the front of the form. **The nonprofit name must be on the title to claim this exemption.**
3. Issue title for the sole purpose of adding lien holder information. This exemption is not available to add, delete, or change the name on a title.
4. Trucks, not to be licensed for highway use, and to be directly used in direct production of manufacturing, mining, refining or harvesting of agricultural commodities. Ready-mix concrete trucks are exempt under this paragraph even though they are to be licensed for highway use. **Vehicles registered with *farm plates* are not exempt.**
5. Sales of motor vehicles or watercraft to Registered Retail Merchants acquiring the vehicles or watercraft to rent, or lease to others and whose ordinary course of business is to rent or lease vehicles or watercraft to others.
6. Vehicles or watercraft to be predominately used for hire in public transportation. (Hauling for hire.) Your USDOT number must be shown on the reverse side of this form. Predominate use is greater than 50%.
7. Vehicles or watercraft transferred from one individual to another with no consideration involved or received as outright gift or inheritance. Assumption of loan payments by the purchaser constitutes consideration and is therefore NOT exempt unless the transferred party was listed on the original security agreement. **A copy of the original security agreement must be submitted with the title paperwork.**
8. **Vehicles** previously purchased, titled and licensed in another State or Country by a bonafide resident of that State or Country, who subsequently has become an Indiana resident, are exempt from Indiana sales/use tax upon titling and registration of the vehicle in Indiana. **Watercraft** previously purchased, titled, or licensed in another state, by a bonafide resident of that state, who subsequently has become an Indiana resident, are exempt from sales/use tax upon titling or registration of the watercraft in Indiana. The **New Resident Statement** on the front of the form MUST be completed.
9. Vehicles or watercraft purchased to be immediately placed into inventory for resale. NonIndiana dealers must enter both their FID number and their state's Dealer License Number on this form in lieu of the Indiana TID number if they are not registered with the Indiana Department of Revenue. **Note: Motor vehicle dealers are only exempt from sales tax on <u>new</u> motor vehicles purchased for which they possess a manufacturer's franchise to sell that particular vehicle. If a dealer does not possess a manufacturer's franchise to sell the new vehicle purchased the dealer must pay sales tax and the resale exemption is invalid.**
   (I.C. 6-2.5-5-8)
10. Vehicles or watercraft, not to be licensed for use, which are eligible for a repossession title issued by the State of Indiana as a result of a bonafide credit transaction or salvage title resulting from an insurance settlement.
11. Transactions consisting of adding or deleting a spouse, child, grandparent, parent, or sibling of the owner of a motor vehicle only per 6-2.5-5-15.5. **The Direct Relative Identification Statement on the front of the form MUST be completed.**
12. Vehicles or watercraft won as a prize in a raffle or drawing which were previously titled by a qualified nonprofit organization. A valid Federal Miscellaneous Income Statement, Form 1099-MISC or an affidavit completed by the nonprofit organization must be submitted with the title paperwork in order for this exemption to be claimed. The affidavits must state the nonprofit organization name and exemption number, the winner's name, address and social security number and the fair market value of the vehicle awarded as the prize.
13. Redemption of repossessed vehicles or watercraft by the original owner.
14. Indiana Department of Revenue use only. This exemption may not be used unless authorized by the Department by calling (317) 233-4017. A complete copy of each transaction claiming this exemption must be sent to IDOR, Enforcement Division.
15. Sales tax paid to a non-BMV licensed dealer. The seller may be either an Indiana seller or an out of state seller. This amount will be used as a nonrefundable credit against the amount of Indiana sales tax due.

This agency is requesting the disclosure of your Social Security number in accordance with IC 4-1-8-1. Disclosure is mandatory; this record cannot be processed without it.

8510053769 RR Donnelley ©2016. All rights reserved. — 0221

1A ☐

Mileage and Condition Information

Customer 1 - Name and Address (Including County)

City of Carmel - Mayor's Office 1 civic sq Carmel, In 46032

Customer 2 - Name and Address (Including County)

Dealer - Name and Address

Pearson Ford 10650 N Michigan Rd Zionsville, In 46077

Year/Make/Model	Vehicle Identification Number	Mileage	Term (mo.)
2020 Ford Escape	1FMCU9D23LUB12587		39

Mileage Option Selection. This section is informational and is designed to help clarify one of the many mileage options available. You have reviewed all options and determined that the mileage allowance per year checked below best meets your driving needs.

- ☐ **7,500 miles per year**
- ☐ **10,500 miles per year**
- ☑ **12,000 miles per year**
- ☐ **13,500 miles per year**
- ☐ **15,000 miles per year**
- ☐ **16,500 miles per year**
- ☐ **18,000 miles per year**
- ☐ **19,500 miles per year** **(Additional miles may have been purchased with this option)**

The average miles driven per year on your previous vehicle was_____.

FOR USE WITH DEMONSTRATOR AND SERVICE LOANER VEHICLES ONLY

Demonstrator/Service Loaner Vehicle Condition Information. Your initials below certify you understand the vehicle described above has been used or operated as a demonstrator or service loaner vehicle. You also certify that you have completed an inspection of the vehicle and are satisfied with the like-new condition.

_____
(Customer 1 / Customer 2 Initials)

Customer 1: Jim Brand	Date: 5-22-2020
Customer 2:	Date:
Dealer:	Date:

FC-18864 Apr 20

ORIGINAL

DEAL# 96336
CUST# 5712500

LIMITED POWER OF ATTORNEY
VEHICLE AND WATERCRAFT TRANSACTIONS

State Form 1940 (R4 / 5-13)
INDIANA BUREAU OF MOTOR VEHICLES

INSTRUCTIONS:
1. *Complete in blue or black ink. If more than one customer's signature is required, each customer must complete their own Limited Power of Attorney section below.*
2. *Individuals must enter their residential address; companies must enter their principal place of business.*
3. *The Limited Power of Attorney form must be notarized to be valid.*
4. *The Limited Power of Attorney designation is valid for ninety (90) days from the date of notarization.*

I, CITY OF CARMEL-MAYOR'S OFFICE, residing/located at 1 CIVIC SQ CARMEL IN 46032-2584 in the county of HAMILTON, State of IN, do hereby appoint _____ as my attorney-in fact for a period of ninety (90) days from the notary date. I authorize the attorney-in-fact to complete transactions involving the certificate of title and/or registration for the vehicle / watercraft described below.

Vehicle or Hull Identification Number																
1	F	M	C	U	9	D	Z	3	L	U	B	1	2	5	8	7

Make of Vehicle / Watercraft	Year	Title Number *(if known)*
FORD	2020	

Customer's Signature	Customer's Printed Name	Date *(mm/dd/yyyy)*
	CITY OF CARMEL-MAYOR'S OFFICE	05/19/2020

NOTARY CERTIFICATE

STATE OF _____

COUNTY OF _____ SS: (SEAL)

Sworn to before me, a Notary Public, in and for said County, this _____ day of _____, 20____.

Signature of Notary Public	Printed or Typed Name of Notary Public	Date Commission Expires *(mm/dd/yyyy)*

I, _____, residing/located at _____ in the county of _____, State of _____, do hereby appoint _____ as my attorney-in fact for a period of ninety (90) days from the notary date. I authorize the attorney-in-fact to complete transactions involving the certificate of title and/or registration for the vehicle / watercraft described below.

Vehicle or Hull Identification Number																

Make of Vehicle / Watercraft	Year	Title Number *(if known)*

Customer's Signature	Customer's Printed Name	Date *(mm/dd/yyyy)*

NOTARY CERTIFICATE

STATE OF _____

COUNTY OF _____ SS: (SEAL)

Sworn to before me, a Notary Public, in and for said County, this _____ day of _____, 20____.

Signature of Notary Public	Printed or Typed Name of Notary Public	Date Commission Expires *(mm/dd/yyyy)*

APPLICATION FOR CERTIFICATE OF TITLE FOR A VEHICLE

State Form 205 (R9 / 7-16)
Approved by State Board of Accounts, 2016
INDIANA BUREAU OF MOTOR VEHICLES

CUST# 5712500
DEAL# 96336

*This agency is requesting disclosure of your Social Security Number / Federal Identification Number in accordance with IC 4-1-8-1; disclosure is mandatory, and this record cannot be processed without it.

To be completed by a police officer, BMV official, or BMV certified dealer signee for out-of-state titles. I hereby certify that I personally examined the following vehicle and find the identification number to be as follows.

Vehicle Identification Number: 1 F M C U 9 D Z 3 L U B 1 2 5 8 7

Year	Make	Model	Type	Date *(mm/dd/yyyy)*
2020	FORD	ESCAPE	UT	05/19/2020

Inspector's Printed Name and Title:
City:
Inspector's Signature:
Badge, Branch, or Dealer Plate Number:

I swear and affirm that I am authorized to perform this transaction, and I agree to indemnify and hold harmless the Indiana BMV from any and all liability arising from this transaction.

I swear and affirm that the information that I have entered on this form is correct. I understand that making a false statement on this form may constitute the crime of perjury.

Applicant Signature: Jan Bland
Printed Name:
Applicant Signature:
Printed Name:
Date *(mm/dd/yyyy)*: 05/19/2020

Transaction Number	Branch Number	Invoice Number	BMV Use Only

Social Security Number / Federal Identification Number *	Name of Applicant	BMV Use Only
N/A	C A B EAST LLC	

Residence Address *(number and street)*	City	State	ZIP Code
PO BOX 105704	ATLANTA	GA	30348

Vehicle Identification Number	Vehicle Year	Vehicle Make	Vehicle Model	Vehicle Type	Odometer
1FMCU9DZ3LUB12587	2020	FORD	ESCAPE HYBRID	TK	124

Former Title Number	Purchase Date *(mm/dd/yyyy)*	Lien *(Y/N)*	Speed *(Y/N)*	Dealer Number	BMV Use Only
	05/19/2020	YES			

Holder of First Lien, Mortgage, or Other Encumbrance / Special Mailing Address	Mailing Address *(number and street)*
HTD LEASING LLC	PO BOX 105704

City	State	ZIP Code	BMV Use Only
ATLANTA	GA	30348	

Holder of Second Lien, Mortgage, or Other Encumbrance	Mailing Address *(number and street)*

City	State	ZIP Code	License Number	License Year	Forms Used	BMV Use Only

Gross Retail and Use Tax Affidavit – I/We hereby certify that sales or use tax on this vehicle was paid as indicated below.

Selling Price	Less Trade-In / Discount	Amount Subject to Tax	Amount of Tax	Dealer	Branch	Exempt	Exemption Code
$ 36813.55	$ N/A	$ 36813.55	$ N/A				

53715*1*FI

Bright Equipment, Inc.
Street Department - 2020
Appropriation # 44-670.99 Fund; P.O. #103979
Contract Not To Exceed $21,217.92

APPROVED
By Jon Oberlander at 1:27 pm, May 20, 2020

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 Bright Equipment, Inc., (the "Vendor"), as City Contract dated February 19, 2020 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

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

By:

_____
James Brainard, Presiding Officer
Date: _____

_____
Mary Ann Burke, Member
Date: _____

_____
Lori S. Watson, Member
Date: _____

ATTEST:

_____
Sue Wolfgang, Clerk
Date: _____

Bright Equipment, Inc.

By: Dennis L. Bricker
Authorized Signature

DENNIS L. BRICKER
Printed Name

SALES REP.
Title

FID/TIN: 35-0817185

Last Four of SSN if Sole Proprietor: _____

Date: 5-15-2020

QUOTE TOTAL FOR 2020 MINI EXCAVATOR

	TOTAL
2020 MINI EXCAVATOR	23,217.92
2004 MINI EXCAVATOR TRADE IN VALUE	2000.

Company Name BOBCAT OF ANDERSON - BRIGHT EQUIP.

THIS IS TO BE THE FIRST PAGE OF ENTIRE QUOTE.

EXHIBIT
A (1 of 5)

Product Quotation

Quotation Number: 32979D033044
Date: 2020-05-05 11:54:03

Ship to	Bobcat Dealer	Bill To
Quotation By: Dennis Bricker Attn: CITY OF CARMEL - STREET DEPT.	Bobcat of Anderson,Anderson,IN 2075 EAST COUNTY ROAD 67 ANDERSON IN 46017 Phone: (765) 643-4222 Fax: (765) 643-5119 ---------- Contact: Dennis Bricker Phone: 765-643-4222 Fax: 765-643-5119 Cellular: 317-281-7577 E Mail: DLBANDERSON1959@GMAIL.CO M	Quotation By: Dennis Bricker Attn: CITY OF CARMEL - STREET DEPT.

Description	Part No	Qty	Price Ea.	Total
E20 T4 ZTS Compact Excavator	M5519	1	$31,961.00	$31,961.00
Control Enhancement Package	M5519-A02-C01	1	$543.00	$543.00
Hydraulic Clamp	7258209	1	$1,030.00	$1,030.00
18" Trenching Bucket, Pin-On, 4 Bolt-On Teeth	7109522	1	$541.00	$541.00
39" Grading Bucket, No Teeth	6715499	1	$603.00	$603.00

Total of Items Quoted		**$34,678.00**
Dealer P.D.I.		**$200.00**
Freight Charges		**$704.00**
Dealer Assembly Charges		**$120.00**
Trade-in	2004 IHI 15NX MINI EXCAVATOR (BAD ENGINE)	**($2,000.00)**
Discount	discount	**($12,484.08)**
Quote Total - US dollars		**$21,217.92**

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

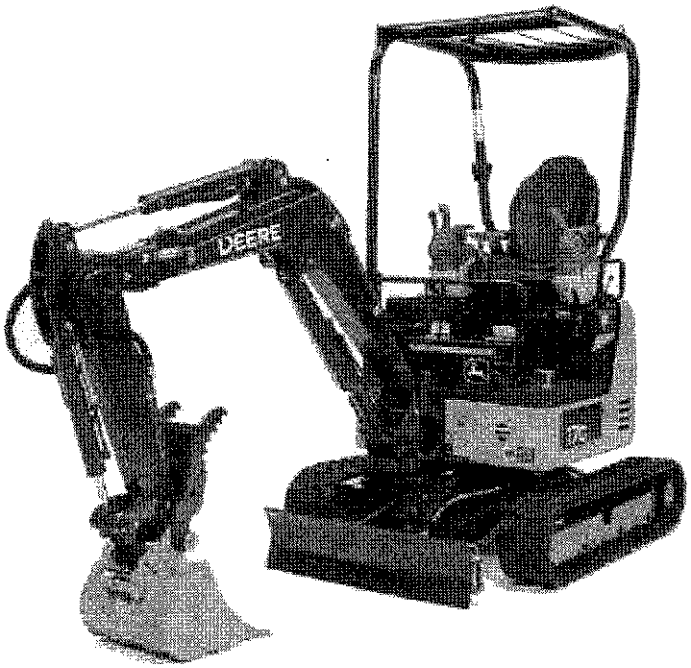
Customer Acceptance: Purchase Order: _____

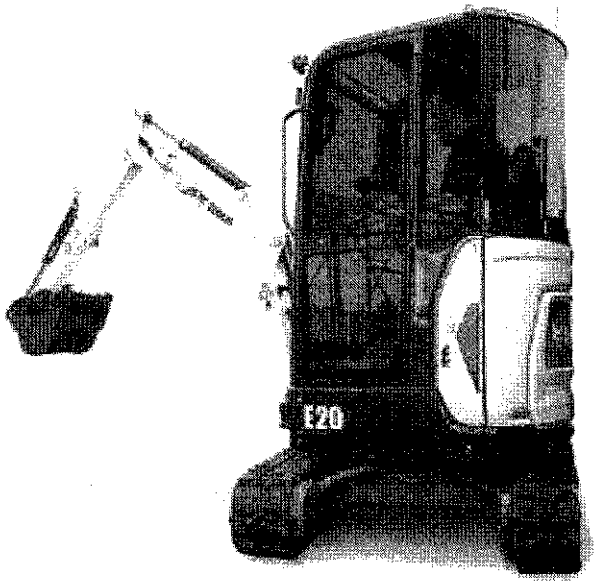
Authorized Signature:

Print:_____ **Sign:**_____ **Date:** _____

EXHIBIT
A (2 of 5)

2020 Mini Excavator Specifications





These photos are representative of the style of machine for this quote. These are the minimum specifications. Any variation of these machines for a greater value of product will be considered.

EXHIBIT
A (3 of 5)

2020 Mini Excavator Specifications

Quantity: 1 (one)

The following are the basic specifications for the requested equipment. Any variation from these specifications must be approved by the Carmel Street Department.

DRIVELINE	
Emission Rating	Tier 4
Rated speed, rpm	2400
Engine Output - Net, hp	13.9
DIMENSIONS	
Transport Length Mono Boom, ft/in	12 ft 6 in (max)
Overall Width, ft/in	3 ft 3 in (max when tracks retracted)
Track Length On Ground, ft/in	4 ft
Dozer Blade Height, inches	9 in
Digging Reach - Mono Boom, ft/in	12 ft 6 in
Dig Height - Mono Boom, ft/in	11 ft 7 in
Dump Height - Mono Boom, ft/in	8 ft 3 in
Dig Depth - Mono Boom, ft/in	7 ft 2 in
CAPACITIES	
Fuel Tank, gallons (US)	5 (min)
Voltage, V	12
WEIGHTS	
Operating Weight, lbs	3790 (min)

The requested mini excavator must also include the following:

-Hydraulic Thumb

-Variable Track Width

-18" Standard Bucket

-30" Grading Bucket

EXHIBIT
A (4 of 5)

2004 Mini Excavator Trade-In Details

2004 IHI 15NX Mini Excavator

VIN: WR000369

Sold As-Is

Call James Bentley at the Carmel Street Department for Equipment Details 317-733-2001

END OF SPECIFICATIONS

EXHIBIT
A (5 of 5)

NON-COLLUSION AFFIDAVIT

State Form 4391 (R4 / 1-00)

STATE OF: INDIANA

COUNTY OF MADISON } SS:

The undersigned, being duly sworn on oath says, that he is the contracting party, or that he is the representative, agent, member, or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly , entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the annexed contract other than that which appears upon the face of the contract.

Signature	Dennis L. Bricker
Printed name	DENNIS L. BRICKER
Title	SALES REP.
Company	BOBCAT OF ANDERSON - BRIGHT EQUIP.

Before me, a Notary Public in and for said County and State personally appeared, at Bobcat of Anderson, Dennis L. Bricker

who acknowledged the truth of the statements in the foregoing affidavit on this 5th day of May, 2020.

		Signature of Notary Public: Patricia Ann Brooks
County of residence: Madison	Commission expiration date: Oct. 25, 2026	Printed or typed name of Notary Public: Patricia Ann Brooks

PATRICIA ANN BROOKS
Notary Public - Seal
Madison County - State of Indiana
Commission Number NP0716518
My Commission Expires Oct 25, 2026

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

PURCHASE ORDER NUMBER

103979

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
5/12/2020			**00352178**	

VENDOR
BOBCAT OF ANDERSON
INTERSTATE BILLING
PO BOX 2208
DECATUR, AL 35609 -

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

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
46592				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
Department: **2201**	*Fund:* **2201**	**Motor Vehicle Highway FND**		
Account: **44-670.99**				
1	**Each**	**Mini Excavator**	**$21,217.92**	**$21,217.92**
			Sub Total	**$21,217.92**

CITY OF CARMEL
INDIANA

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
				$21,217.92

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	Dave Huffman	James Crider
TITLE	Director	Director of Administration
CONTROLLER		

CONTROL NO. 103979

City of Carmel Project 16-ENG-33
96th Street and Delegate Row RAB

CHANGE ORDER #7 – TEMPORARY PAVEMENT MARKINGS, PAINT

Due to the multiple utility relocation delays associated with this project, caused construction to not be able to begin until 9/16/19. Due to the inclement weather conditions during late fall, Rieth-Riley was not able to find window to place the final surface course of asphalt. It was agreed that the surface course would not be installed in 2019 and in order to open the RAB to un-restricted traffic it was necessary to place temporary paint pavement markings. Temporary pavement markings were installed on Dec 20, 2019 and the RAB was opened to unrestricted traffic through the winter. This Change Order 7 will result in an increase of $7,576.33 to the project for the addition of Temporary Pavement Markings, Paint items.

Contract Price prior to this Change Order	$ 1,632,155.26
Contract Price will be increased/decreased by this Change Order	$7,576.33
New Contract Price including this Change Order	$1,639,731.59

	Amount	Adjusted Contract Price	Cumulative % Change from Original Contract
Original Contract	$1,480,798.49	$1,480,798.49	N/A
CO1 – In-Line BMP ***Storm Water Bond***	$2,580.00	$1,483,378.49	0.17%
CO2 – Wood Mortgage Add Insured ***General Oblig. Bond***	$0.00	$1,483,378.49	0.17 %
CO3 – CDG & Precedent Add Insured ***General Oblig. Bond***	$0.00	$1,483,378.49	0.17 %
CO4 – Const. Chng. 1 ***Storm Water Bond***	$3,556.39	$1,486,934.88	0.41 %
CO5- Const. Chng. 2 ***General Oblig. Bond***	$9,292.71	$1,495,687.59	1.04 %
CO6 – 2018 & 2019 Escalation Costs ***General Oblig. Bond***	$136,467.67	$1,632,155.26	10.2%
CO7 – Temporary Pavement Markings, Paint ***General Oblig. Bond***	$7,576.33	$1,639,731.59	10.6%

CITY OF CARMEL

TO:
Chris Ogg
One Civic Square
Carmel, IN 46032

CONTRACT CHANGE ORDER NO.: 7
DATE: 5/9/20
PROJECT NAME: 16-ENG-33
CITY REQ. NO.: N/A
CITY PO NO.: 100520 – General Obligation Bond
CITY PO DATE: 6/22/2017

I. You are directed to make the following changes in this Contract:
(Brief Description)

Due to the multiple utility relocation delays associated with this project, caused construction to not be able to begin until 9/16/19. Due to the inclement weather conditions during late fall, Rieth-Riley was not able to find window to place the final surface course of asphalt. It was agreed that the surface course would not be installed in 2019 and in order to open the RAB to un-restricted traffic it was necessary to place temporary paint pavement markings. Temporary pavement markings were installed on Dec 20, 2019 and the RAB was opened to unrestricted traffic through the winter. This Change Order 7 will result in an increase of $7,576.33 to the project for the addition of Temporary Pavement Markings, Paint items.

ITEM	UNIT / AMOUNT	SCHEDULED ADJUSTMENT (+) OR (-) DAYS
114 – Temp Pvmt Mark 4In, Paint	8,500 LFT x $0.42 = $3,589.01	0
115 – Temp Pvmt Mark 24 In. Paint	175 LFT x $3.34 = $584.49	0
116 – Temp Pvmt Mark 36 In. Yield Line, Paint	67 LFT x $5.01 = $335.66	0
117 – Temp Pvmt Mark Arrow Paint	19 EA x $161.43 = $3,067.17	0

II. The following referenced Documents further describe the changes outlined in Paragraph I, and are to be considered a part of this Change Order: R.F.P.: N/A W.D.C. No.: N/A
Other:

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

Contract Price prior to this Change Order $ 1,632,155.26
Contract Price will be increased/decreased by this Change Order $ 7,576.33
New Contract Price including this Change Order $ 1,639,731.59
Contract Time Prior to this Change Order 74 Days 10/13/17 Completion Date
Net increased/decreased resulting from this Change Order 0 Days
Current Contract Time including this Change Order 74 Days 10/13/17 Completion Date

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

The Above Changes Are Recommended	The Above Changes Are Accepted:	Approved:
CHA	Rieth-Riley Construction	
ENGINEER	CONTRACTOR	James Brainard, Mayor
300 S. Meridian Street	1751 W. Minnesota Street	
Address	Address	Mary Ann Burke, Member
Indianapolis, IN 46225	Indianapolis, IN 46221	
		Lori Watson, Member
City/State/Zip	City/State/Zip	Jeremy Kashman, PE, City Engineer
By: Brian Andres	By:	ATTEST:
Phone: 317-407-3760	Phone: 317-634-5561	
		SUE WOLFGANG,CITY CLERK
Date: 5/9/20	Date: 5-11-2020	Date:

RIETH-RILEY CONSTRUCTION CO., INC.

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

December 12th, 2019

Brian Andres
CHA Consulting, Inc.
300 S. Meridian Street
Union Station
Indianapolis, IN 46225

Sent Via Email: bandres@chacompanies.com

Contract: 16-ENG-33; 96th St. & Delegates Row

RE: Temporary Pavement Markings (Paint)

Brian,

The following is the pricing and backup documentation to add temporary paint pavement markings.

ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
Temporary Pavement Markings 4IN, Paint	8500	LF	$ 0.42	$3,589.01
Temporary Pavement Markings 24IN, Paint	175	LF	$ 3.34	$ 584.49
Temporary Pavement Markings 36IN Yield Line, Paint	67	LF	$ 5.01	$ 335.66
Temporary Pavement Markings Arrows, Paint	19	EA	$ 161.43	$3,067.17
TOTAL				**$7,576.33**

If you have any questions regarding this change order proposal, please let me know.

Thanks,
Tyler Joseph
Tyler Joseph
Project Manager
Rieth-Riley Construction Co., Inc.

RoadSafe®
TRAFFIC SYSTEMS
Life on the road

ROADSAFE TRAFFIC SYSTEMS, INC.
3122 OLYMPIA DR.
LAFAYETTE, IN 47909
765-471-8891

CHANGE ORDER

DATE: 12/10/19
CONTRACT: S-27731
COUNTY: HAMILTON
DESCRIPTION: 96TH & DELIGATE ROW

SUBMITTED BY: RICK P. SMITH
MOBILE: (815) 791-8668
E-MAIL: rsmith@roadsafetraffic.com

ITEM #	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
107	TEMP PVMT MKNG 4 IN (PAINT)	8,500.000	LF	$0.38	$3,230.00
108	TEMP PVMT MKNG 24 IN (PAINT)	175.000	LF	$3.00	$525.00
109	TEMP PVMT MKNG 36 IN YIELD LINE (PAINT)	67.000	LF	$4.50	$301.50
110	TEMP PVMT MSG MKNG ARROWS	19.000	EA	$145.00	$2,755.00
				Total:	$6,811.50

By signing below, both RoadSafe Traffic Systems and Rieth Riley Construction, Inc., agree to add the above charges to the original subcontract agreement for Contract 3200712 - S-27731.

* RoadSafe's receipt of compensation from the Owner is a condition precedent to payment for the performance of changed work.
* No work shall be performed until price is agreed upon and Change Order is executed.

The signature of both parties shall evidence acceptance of this change order form request.

Contractor's Acceptance:

Authorized Agent Date

RoadSafe Traffic Systems's Acceptance:

Authorized Agent Date

ATSSA
SAFER ROADS SAVE LIVES

BIC
BUILD INDIANA COUNCIL

RoadSafe® TRAFFIC SYSTEMS

Life on the road

Change Order Price Detail Estimate

Project #	S-27731
Submitted By	Rick P. Smith
Date:	WINTER PAINT

S-27731 96TH & DELIGATE WINTER PAINT

Labor		Tech's	Mark up	Total
	ST HRS	62.00		
	ST RATE	40.38		2,503.56
	OT HRS			
	OT RATE	52.64		0.00
	TOTAL	2,503.56	500.71	3,004.27

Details

	SHOP	DRIVE	ONSITE	DRIVE	SHOP	Total
Rex Moore	0.25	1.50	12.00	1.50	0.25	15.50
Chris Pruritt	0.25	1.50	12.00	1.50	0.25	15.50
Rex Moore	0.25	1.50	12.00	1.50	0.25	15.50
Chris Pruritt	0.25	1.50	12.00	1.50	0.25	15.50
					Total	62.00

	Union Wage & Fringes		Total
RT	24.52	15.86	40.38
OT	36.78	15.86	52.64

Equipment		Qty		Rate	Sub Total	12%	Total $
PT103 PAINT		31.00		66.00	2,046.00	245.52	2,291.52
VE3215		31.00		29.50	914.50	109.74	1,024.24
							3,315.76

Devices or Materials		QTY	Rate	Days		12%	Total $
Paint INDOT Yellow		12.88	10.09		129.96	15.60	145.56
Paint INDOT White		19.99	10.01		200.10	24.01	224.11
Glass Beads INDOT		197.22	0.55		108.47	13.02	121.49
					Total		491.15

W	Y
12.88	12.88
3.18	
1.6	
2.33	
19.99	12.88

TOTAL PER DAY

TOTAL

Total Cost This Item	$6,811.19

Labor Cost	20%
Bond	10%
Equip	12%
Material	12%
Mob/DeMob	$

RIETH-RILEY CONSTRUCTION
EXTRA WORK AGREEMENT

DATE: 12/11/19 Work Performed: Temporary Pavement Marmings

CONTRACT: 16-ENG-33 PROJECT: 96th & Delegates

FORCE ACCOUNT/EXTRA WORK FOR: Temp Pavement Markings 4 IN (Paint). Approximately 8500 LF

LABOR 109.05 (b)(1)

EMPLOYEE	HOURS Regular	Overtime	Doubletime	TOTAL	RATE	EXTENSION
CARPENTER				0.00	$27.51	$0.00
CARPENTER FOREMAN				0.00	$29.01	$0.00
COMBINATION				0.00	$31.26	$0.00
FINISHER				0.00	$26.77	$0.00
FOREMAN				0.00	$37.80	$0.00
LABORER				0.00	$25.77	$0.00
MECHANIC				0.00	$37.80	$0.00
OPERATOR (103)				0.00	$36.80	$0.00
OPERATOR (841)				0.00	$34.00	$0.00
OPERATOR OILER (103)				0.00	$31.91	$0.00
QA TECH				0.00	$25.77	$0.00
SUPERINTENDENT/PROJECT MANAGER				0.00	$46.80	$0.00
TEAMSTER				0.00	$29.96	$0.00

TOTAL LABOR $0.00 (2)

FICA 7.50 % x LINE (2) $0.00 (3)

FRINGES

EMPLOYEE	HOURS		RATE		EXTENSION
CARPENTER	0.00	x	$22.32	=	$0.00
CARPENTER FOREMAN	0.00	x	$22.32	=	$0.00
COMBINATION	0.00	x	$16.14	=	$0.00
FINISHER	0.00	x	$15.86	=	$0.00
FOREMAN	0.00	x	$18.71	=	$0.00
LABORER	0.00	x	$15.86	=	$0.00
MECHANIC	0.00	x	$18.71	=	$0.00
OPERATOR (103)	0.00	x	$18.71	=	$0.00
OPERATOR (841)	0.00	x	$21.36	=	$0.00
OPERATOR OILER (103)	0.00	x	$18.71	=	$0.00
QA TECH	0.00	x	$15.86	=	$0.00
SUPERINTENDENT/PROJECT MAN	0.00	x	$18.71	=	$0.00
TEAMSTER	0.00	x	$15.62	=	$0.00

TOTAL FRINGES $0.00 (4)

WORKERS COMPENSATION 5.72 % x LINE (2) $0.00 (5)

BODILY INJURY / PROPERTY DAMAGE INSURANCE 5.80 % x LINE (2) $0.00 (6)

STATE UNEMPLOYMENT 3.85 % x LINE (2) $0.00 (7)

FEDERAL UNEMPLOYMENT 0.40 % x LINE (2) $0.00 (8)

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

TOTAL LINES 2, 3, 4, 5, 6, 7, 8 & 9 $0.00 (10)

20 % x LINE (10) $0.00 (11)

GRAND TOTAL LABOR LINES (10) + (11) $0.00 (12)

MATERIAL 109.05 (b)(3)

Purchased or Manufactured	Description	Quantity	Unit	Unit Price	Extension
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -

MATERIALS PURCHASED	$0.00	(18)
MATERIALS MANUFACTURED	$0.00	(19)
TOTAL: LINE (18) + (19)	$0.00	(20)
12 % x LINE (20)	$0.00	(21)
GRAND TOTAL FOR MATERIALS: LINE (20) + (21)	$0.00	(22)

EQUIPMENT 109.05 (b)(4)

Equipment #	CONTRACTOR OWNED EQUIPMENT	FHWA HOURLY RATE	HOURS	EXTENSION
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
	Trucking - Striaght Time	$0.00		$0.00
	Trucking - Over Time	$0.00		$0.00
	Trucking - Double Time	$0.00		$0.00

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

SUBCONTRACTORS 109.05 (b)(6)

DESCRIPTION	AMOUNT
TEMP PVMT MKNG 4IN, PAINT (Roadsafe): 8500LF x $.38	$3,230.00

TOTAL SUBCONTRACT WEEK ENDING	$3,230.00	(29)
10 % x LINE (30) $3,000.00 OR LESS	$300.00	(31)
7 % x LINE (30) OVER $3,000.00	$16.10	(32)
GRAND TOTAL FOR SUBCONTRACTORS: LINES (30) + (31) + (32)	$3,546.10	(33)

TOTAL OF WORK COMPLETED FOR THE WEEK

TOTAL LINES (12), (17), (22), (28) & (33)	$3,546.10	(34)
1.1 % OF BOND RATE BASED UPON LINE (34)	$39.01	(35)
10 % x LINE (35)	$3.90	(36)
TOTAL EXTRA WORK LINES: (34) + (35) + (36)	$3,589.01	(37)

RIETH-RILEY CONSTRUCTION
EXTRA WORK AGREEMENT

DATE: 12/11/19 Work Performed: Temporary Pavement Marmings

CONTRACT: 16-ENG-33 PROJECT: 96th & Delegates

FORCE ACCOUNT/EXTRA WORK FOR: Temp Pavement Markings 24 IN (Paint), Approximately 175 LF

LABOR 109.05 (b)(1)

EMPLOYEE	HOURS Regular	Overtime	Doubletime	TOTAL	RATE	EXTENSION
CARPENTER				0.00	$27.51	$0.00
CARPENTER FOREMAN				0.00	$29.01	$0.00
COMBINATION				0.00	$31.26	$0.00
FINISHER				0.00	$26.77	$0.00
FOREMAN				0.00	$37.80	$0.00
LABORER				0.00	$25.77	$0.00
MECHANIC				0.00	$37.80	$0.00
OPERATOR (103)				0.00	$36.80	$0.00
OPERATOR (841)				0.00	$34.00	$0.00
OPERATOR OILER (103)				0.00	$31.91	$0.00
QA TECH				0.00	$25.77	$0.00
SUPERINTENDENT/PROJECT MANAGER				0.00	$46.80	$0.00
TEAMSTER				0.00	$29.96	$0.00

TOTAL LABOR $0.00 (2)

FICA 7.50 % x LINE (2) $0.00 (3)

FRINGES

EMPLOYEE	HOURS		RATE		EXTENSION
CARPENTER	0.00	x	$22.32	=	$0.00
CARPENTER FOREMAN	0.00	x	$22.32	=	$0.00
COMBINATION	0.00	x	$16.14	=	$0.00
FINISHER	0.00	x	$15.86	=	$0.00
FOREMAN	0.00	x	$18.71	=	$0.00
LABORER	0.00	x	$15.86	=	$0.00
MECHANIC	0.00	x	$18.71	=	$0.00
OPERATOR (103)	0.00	x	$18.71	=	$0.00
OPERATOR (841)	0.00	x	$21.36	=	$0.00
OPERATOR OILER (103)	0.00	x	$18.71	=	$0.00
QA TECH	0.00	x	$15.86	=	$0.00
SUPERINTENDENT/PROJECT MAN	0.00	x	$18.71	=	$0.00
TEAMSTER	0.00	x	$15.62	=	$0.00

TOTAL FRINGES $0.00 (4)

WORKERS COMPENSATION 5.72 % x LINE (2) $0.00 (5)

BODILY INJURY / PROPERTY DAMAGE INSURANCE 5.80 % x LINE (2) $0.00 (6)

STATE UNEMPLOYMENT 3.85 % x LINE (2) $0.00 (7)

FEDERAL UNEMPLOYMENT 0.40 % x LINE (2) $0.00 (8)

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

TOTAL LINES 2, 3, 4, 5, 6, 7, 8 & 9 $0.00 (10)

20 % x LINE (10) $0.00 (11)

GRAND TOTAL LABOR LINES (10) + (11) $0.00 (12)

MATERIAL 109.05 (b)(3)

Purchased or Manufactured	Description	Quantity	Unit	Unit Price	Extenstion
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -

MATERIALS PURCHASED	$0.00	(18)
MATERIALS MANUFACTURED	$0.00	(19)
TOTAL: LINE (18) + (19)	$0.00	(20)
12 % x LINE (20)	$0.00	(21)
GRAND TOTAL FOR MATERIALS: LINE (20) + (21)	$0.00	(22)

EQUIPMENT 109.05 (b)(4)

Equipment #	CONTRACTOR OWNED EQUIPMENT	FHWA HOURLY RATE	HOURS	EXTENSION
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
	Trucking - Striaght Time	$0.00		$0.00
	Trucking - Over Time	$0.00		$0.00
	Trucking - Double Time	$0.00		$0.00

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

SUBCONTRACTORS 109.05 (b)(6)

DESCRIPTION	AMOUNT
TEMP PVMT MKNG 24IN, PAINT (Roadsafe): 175LF x $3.00	$525.00

TOTAL SUBCONTRACT WEEK ENDING	$525.00	(29)
10 % x LINE (30) $3,000.00 OR LESS	$52.50	(31)
7 % x LINE (30) OVER $3,000.00	$0.00	(32)
GRAND TOTAL FOR SUBCONTRACTORS: LINES (30) + (31) + (32)	$577.50	(33)

TOTAL OF WORK COMPLETED FOR THE WEEK

TOTAL LINES (12), (17), (22), (28) & (33)	$577.50	(34)
1.1 % OF BOND RATE BASED UPON LINE (34)	$6.35	(35)
10 % x LINE (35)	$0.64	(36)
TOTAL EXTRA WORK LINES: (34) + (35) + (36)	$584.49	(37)

RIETH-RILEY CONSTRUCTION
EXTRA WORK AGREEMENT

DATE:	12/11/19	Work Performed:	Temporary Pavement Marmings
CONTRACT:	16-ENG-33	PROJECT:	96th & Delegates

FORCE ACCOUNT/EXTRA WORK FOR: Temp Pavement Markings 36 IN Yield Line (Paint). Approximately 67 LF

LABOR 109.05 (b)(1)

EMPLOYEE	HOURS Regular	Overtime	Doubletime	TOTAL	RATE	EXTENSION
CARPENTER				0.00	$27.51	$0.00
CARPENTER FOREMAN				0.00	$29.01	$0.00
COMBINATION				0.00	$31.26	$0.00
FINISHER				0.00	$26.77	$0.00
FOREMAN				0.00	$37.80	$0.00
LABORER				0.00	$25.77	$0.00
MECHANIC				0.00	$37.80	$0.00
OPERATOR (103)				0.00	$36.80	$0.00
OPERATOR (841)				0.00	$34.00	$0.00
OPERATOR OILER (103)				0.00	$31.91	$0.00
QA TECH				0.00	$25.77	$0.00
SUPERINTENDENT/PROJECT MANAGER				0.00	$46.80	$0.00
TEAMSTER				0.00	$29.96	$0.00

TOTAL LABOR $0.00 (2)

FICA 7.50 % x LINE (2) $0.00 (3)

FRINGES

EMPLOYEE	HOURS		RATE		EXTENSION
CARPENTER	0.00	x	$22.32	=	$0.00
CARPENTER FOREMAN	0.00	x	$22.32	=	$0.00
COMBINATION	0.00	x	$16.14	=	$0.00
FINISHER	0.00	x	$15.86	=	$0.00
FOREMAN	0.00	x	$18.71	=	$0.00
LABORER	0.00	x	$15.86	=	$0.00
MECHANIC	0.00	x	$18.71	=	$0.00
OPERATOR (103)	0.00	x	$18.71	=	$0.00
OPERATOR (841)	0.00	x	$21.36	=	$0.00
OPERATOR OILER (103)	0.00	x	$18.71	=	$0.00
QA TECH	0.00	x	$15.86	=	$0.00
SUPERINTENDENT/PROJECT MAN	0.00	x	$18.71	=	$0.00
TEAMSTER	0.00	x	$15.62	=	$0.00

TOTAL FRINGES $0.00 (4)

WORKERS COMPENSATION	5.72	%	x	LINE (2)	$0.00 (5)
BODILY INJURY / PROPERTY DAMAGE INSURANCE	5.80	%	x	LINE (2)	$0.00 (6)
STATE UNEMPLOYMENT	3.85	%	x	LINE (2)	$0.00 (7)
FEDERAL UNEMPLOYMENT	0.40	%	x	LINE (2)	$0.00 (8)

TRAVEL ALLOWANCE OR SUBSISTENCE (NOTE #3)	$0.00 (9)
TOTAL LINES 2, 3, 4, 5, 6, 7, 8 & 9	$0.00 (10)
20 % x LINE (10)	$0.00 (11)
GRAND TOTAL LABOR LINES (10) + (11)	$0.00 (12)

MATERIAL 109.05 (b)(3)

Purchased or Manufactured	Description	Quantity	Unit	Unit Price	Extension
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -

MATERIALS PURCHASED	$0.00	(18)
MATERIALS MANUFACTURED	$0.00	(19)
TOTAL: LINE (18) + (19)	$0.00	(20)
12 % x LINE (20)	$0.00	(21)
GRAND TOTAL FOR MATERIALS: LINE (20) + (21)	$0.00	(22)

EQUIPMENT 109.05 (b)(4)

Equipment #	CONTRACTOR OWNED EQUIPMENT	FHWA HOURLY RATE	HOURS	EXTENSION
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
	Trucking - Striaght Time	$0.00		$0.00
	Trucking - Over Time	$0.00		$0.00
	Trucking - Double Time	$0.00		$0.00

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

SUBCONTRACTORS 109.05 (b)(6)

DESCRIPTION	AMOUNT
TEMP PVMT MKNG 36IN YIELD LINE, PAINT (Roadsafe): 67LF x $4.5	$301.50

TOTAL SUBCONTRACT WEEK ENDING	$301.50	(29)
10 % x LINE (30) $3,000.00 OR LESS	$30.15	(31)
7 % x LINE (30) OVER $3,000.00	$0.00	(32)
GRAND TOTAL FOR SUBCONTRACTORS: LINES (30) + (31) + (32)	$331.65	(33)

TOTAL OF WORK COMPLETED FOR THE WEEK

TOTAL LINES (12), (17), (22), (28) & (33)	$331.65	(34)
1.1 % OF BOND RATE BASED UPON LINE (34)	$3.65	(35)
10 % x LINE (35)	$0.36	(36)
TOTAL EXTRA WORK LINES: (34) + (35) + (36)	$335.66	(37)

RIETH-RILEY CONSTRUCTION
EXTRA WORK AGREEMENT

DATE: 12/11/19 Work Performed: Temporary Pavement Marmings

CONTRACT: 16-ENG-33 PROJECT: 96th & Delegates

FORCE ACCOUNT/EXTRA WORK FOR: Temp Pavement Markings Arrows (Paint). Approximately 19 EA

LABOR 109.05 (b)(1)

EMPLOYEE	HOURS Regular	Overtime	Doubletime	TOTAL	RATE	EXTENSION
CARPENTER				0.00	$27.51	$0.00
CARPENTER FOREMAN				0.00	$29.01	$0.00
COMBINATION				0.00	$31.26	$0.00
FINISHER				0.00	$26.77	$0.00
FOREMAN				0.00	$37.80	$0.00
LABORER				0.00	$25.77	$0.00
MECHANIC				0.00	$37.80	$0.00
OPERATOR (103)				0.00	$36.80	$0.00
OPERATOR (841)				0.00	$34.00	$0.00
OPERATOR OILER (103)				0.00	$31.91	$0.00
QA TECH				0.00	$25.77	$0.00
SUPERINTENDENT/PROJECT MANAGER				0.00	$46.80	$0.00
TEAMSTER				0.00	$29.96	$0.00

TOTAL LABOR $0.00 (2)

FICA 7.50 % x LINE (2) $0.00 (3)

FRINGES

EMPLOYEE	HOURS		RATE		EXTENSION
CARPENTER	0.00	x	$22.32	=	$0.00
CARPENTER FOREMAN	0.00	x	$22.32	=	$0.00
COMBINATION	0.00	x	$16.14	=	$0.00
FINISHER	0.00	x	$15.86	=	$0.00
FOREMAN	0.00	x	$18.71	=	$0.00
LABORER	0.00	x	$15.86	=	$0.00
MECHANIC	0.00	x	$18.71	=	$0.00
OPERATOR (103)	0.00	x	$18.71	=	$0.00
OPERATOR (841)	0.00	x	$21.36	=	$0.00
OPERATOR OILER (103)	0.00	x	$18.71	=	$0.00
QA TECH	0.00	x	$15.86	=	$0.00
SUPERINTENDENT/PROJECT MAN	0.00	x	$18.71	=	$0.00
TEAMSTER	0.00	x	$15.62	=	$0.00

TOTAL FRINGES $0.00 (4)

WORKERS COMPENSATION 5.72 % x LINE (2) $0.00 (5)

BODILY INJURY / PROPERTY DAMAGE INSURANCE 5.80 % x LINE (2) $0.00 (6)

STATE UNEMPLOYMENT 3.85 % x LINE (2) $0.00 (7)

FEDERAL UNEMPLOYMENT 0.40 % x LINE (2) $0.00 (8)

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

TOTAL LINES 2, 3, 4, 5, 6, 7, 8 & 9 $0.00 (10)

20 % x LINE (10) $0.00 (11)

GRAND TOTAL LABOR LINES (10) + (11) $0.00 (12)

MATERIAL 109.05 (b)(3)

Purchased or Manufactured	Description	Quantity	Unit	Unit Price	Extenstion
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -

MATERIALS PURCHASED	$0.00	(18)
MATERIALS MANUFACTURED	$0.00	(19)
TOTAL: LINE (18) + (19)	$0.00	(20)
12 % x LINE (20)	$0.00	(21)
GRAND TOTAL FOR MATERIALS: LINE (20) + (21)	$0.00	(22)

EQUIPMENT 109.05 (b)(4)

Equipment #	CONTRACTOR OWNED EQUIPMENT	FHWA HOURLY RATE	HOURS	EXTENSION
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
	Trucking - Striaght Time	$0.00		$0.00
	Trucking - Over Time	$0.00		$0.00
	Trucking - Double Time	$0.00		$0.00

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

SUBCONTRACTORS 109.05 (b)(6)

DESCRIPTION	AMOUNT
TEMP PVMT MKNG ARROWS, PAINT (Roadsafe): 19EA x $145.00	$2,755.00

TOTAL SUBCONTRACT WEEK ENDING	$2,755.00	(29)
10 % x LINE (30) $3,000.00 OR LESS	$275.50	(31)
7 % x LINE (30) OVER $3,000.00	$0.00	(32)
GRAND TOTAL FOR SUBCONTRACTORS: LINES (30) + (31) + (32)	$3,030.50	(33)

TOTAL OF WORK COMPLETED FOR THE WEEK

TOTAL LINES (12), (17), (22), (28) & (33)	$3,030.50	(34)
1.1 % OF BOND RATE BASED UPON LINE (34)	$33.34	(35)
10 % x LINE (35)	$3.33	(36)
TOTAL EXTRA WORK LINES: (34) + (35) + (36)	$3,067.17	(37)

APPROVED
By Jon Oberlander at 11:34 am, May 21, 2020

Cross Reference to Deed: Deed Record Number 164, page 346

GRANT OF PERPETUAL STORM WATER QUALITY MANAGEMENT EASEMENT

This easement (the "Easement") is by and between Carmel 2002 School Building Corporation, (the "Grantor") and the City of Carmel, Indiana (the "City"), by and through its Board of Public Works & Safety (the "Grantee") and shall have as its effective date the later of the date on which Grantor executes this Easement or the date on which Grantee executes this easement;

WITNESSETH THAT:

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

WHEREAS, Grantor intends to build on the Real Estate and, in connection with the construction, development and operation of Clay Center Elementary, the City has approved or will approve a Storm Water Management Permit (the "Permit"); and,

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

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

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

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

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

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

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

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

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

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

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

Section 9. Amendment. This Easement may be amended only by a written instrument signed (i) by then owner of the Real Estate and Board of Public Works & Safety of Carmel, Indiana or its successor or (ii) by an order of a court of competent jurisdiction.

Section 10. Authority. The undersigned person executing this Easement for and on behalf of Grantor represents and warrants that he or she has been duly authorized by Grantor to execute and deliver this Easement, and that all actions, votes, approvals and/or restrictions necessary to allow the execution and delivery of this Easement have been undertaken.

CARMEL 2002 SCHOOL BUILDING CORPORATION

By Ron Farrand Jr

Ron Farrand Jr

Date: April 28, 2020

TRACEY M PITCHFORD
My Commission Expires
10-15-2027
NOTARY PUBLIC SEAL
Hamilton County
Commission Number NP0722974
STATE OF INDIANA

STATE OF INDIANA)

COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Ron Farrand Jr., who acknowledged execution of the foregoing Easement for and on behalf of Carmel Clay Schools.

Witness my hand and Notarial Seal this 28th day of April, 2020

My Commission Expires:
10.15.27

Tracey M Pitchford
Notary Public

Residing in Hamilton County

Tracey M. Pitchford
Printed Name

CITY OF CARMEL BOARD OF PUBLIC WORKS & SAFETY

_____
James Brainard, Mayor

Date: _____

_____
Mary Ann Burke

Date: _____

_____
Lori Watson

Date: _____

ATTEST:

_____
Sue Wolfgang, Clerk

Date: _____

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

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

Witness my hand and Notarial Seal this _____ day of _____, 20__.

My Commission Expires:
_____

_____
Notary Public

Residing in _____County

_____
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

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

Witness my hand and Notarial Seal this _____ day of _____, 20__.

My Commission Expires:
_____

_____
Notary Public

Residing in _____County

_____
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

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

Witness my hand and Notarial Seal this _____ day of _____, 20__.

My Commission Expires:
_____

_____
Notary Public

Residing in _____County

_____
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

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

Witness my hand and Notarial Seal this _____ day of _____, 20__.

My Commission Expires:
_____

_____
Notary Public

Residing in _____County

_____
Printed Name

Pursuant to IC 36-2-11-15(b)(2), I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law – Douglas C. Haney, Esq.

Prepared by: Douglas C. Haney, Corporation Counsel, One Civic Square, Carmel, IN 46032

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

APPROVED
By Jon Oberlander at 11:29 am, May 21, 2020

Cross Reference to Deed: Instrument Numbers: 2014001578 & 2016063314

GRANT OF PERPETUAL STORM WATER QUALITY MANAGEMENT EASEMENT

This easement (the "Easement") is by and between Carmel 2002 School Building Corporation, (the "Grantor") and the City of Carmel, Indiana (the "City"), by and through its Board of Public Works & Safety (the "Grantee") and shall have as its effective date the later of the date on which Grantor executes this Easement or the date on which Grantee executes this easement;

WITNESSETH THAT:

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

WHEREAS, Grantor intends to build on the Real Estate and, in connection with the construction, development and operation of Clay Center Elementary, the City has approved or will approve a Storm Water Management Permit (the "Permit"); and,

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

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

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

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

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

Section 4. Maintenance and Repair. It shall be Grantor's obligation to maintain in proper working order and to repair and/or replace the Storm Water Quality System, or parts thereof,

such that (i) the effectiveness and performance of the Storm Water Quality System is not diminished from the capabilities set forth in the Permit and (ii) the Storm Water Quality System remains in compliance with the Permit and the Ordinances.

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

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

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

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

Section 9. Amendment. This Easement may be amended only by a written instrument signed (i) by then owner of the Real Estate and Board of Public Works & Safety of Carmel, Indiana or its successor or (ii) by an order of a court of competent jurisdiction.

Section 10. Authority. The undersigned person executing this Easement for and on behalf of Grantor represents and warrants that he or she has been duly authorized by Grantor to execute and deliver this Easement, and that all actions, votes, approvals and/or restrictions necessary to allow the execution and delivery of this Easement have been undertaken.

CARMEL 2002 SCHOOL BUILDING CORPORATION

By Ron Farrand Jr
Ron Farrand Jr

Date: April 28, 2020

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Ron Farrand Jr., who acknowledged execution of the foregoing Easement for and on behalf of Carmel Clay Schools.

Witness my hand and Notarial Seal this 28th day of April, 2020

My Commission Expires:
10.15.27

Tracey M Pitchford
Notary Public

Residing in Hamilton County

Tracey M. Pitchford
Printed Name

CITY OF CARMEL BOARD OF PUBLIC WORKS & SAFETY

_____
James Brainard, Mayor

Date: _____

_____
Mary Ann Burke

Date: _____

_____
Lori Watson

Date: _____

ATTEST:

_____
Sue Wolfgang, Clerk

Date: _____

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

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

Witness my hand and Notarial Seal this _____ day of _____, 20__.

My Commission Expires:
_____

_____
Notary Public

Residing in _____County

_____
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

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

Witness my hand and Notarial Seal this _____ day of _____, 20__.

My Commission Expires:
_____

_____
Notary Public

Residing in _____County

_____
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

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

Witness my hand and Notarial Seal this _____ day of _____, 20__.

My Commission Expires:
_____

_____
Notary Public

Residing in _____County

_____
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

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

Witness my hand and Notarial Seal this _____ day of _____, 20__.

My Commission Expires:
_____

_____
Notary Public

Residing in _____County

_____
Printed Name

Pursuant to IC 36-2-11-15(b)(2), I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law – Douglas C. Haney, Esq.

Prepared by: Douglas C. Haney, Corporation Counsel, One Civic Square, Carmel, IN 46032

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

APPROVED
AMJ

GRANT OF DISTRIBUTION EASEMENT

In consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **THE CITY OF CARMEL, INDIANA** (hereinafter referred to as "Grantor"), hereby grant(s) unto **DUKE ENERGY INDIANA, LLC**, an Indiana limited liability company with a mailing address of 1000 E. Main Street, Plainfield, IN 46168 and its successors and assigns (hereinafter referred to as "Grantee"), a perpetual, nonexclusive easement to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify and remove, electric, and/or telecommunication line or lines including but not limited to, all necessary and convenient supporting structures (such as poles), underground ducts, conduits, wires, cables, manholes, pullboxes, guy wires with anchors, grounding systems, counterpoises, surface equipment (including, but not limited to, transformers and switchgears), and all other appurtenances, fixtures and equipment (hereinafter referred to as the "Facilities"), for the underground distribution of electrical energy, and for technological purposes (including but not limited to telecommunications), both overhead and underground, in, upon, over, along, under, through and across the following described real estate:

> Situate in Section 36, Township 18 North, Range 3 East, Clay Township, Hamilton County, State of Indiana; being a part of a tract as recorded in Instrument Number 200200025738 in the Office of the Recorder of Hamilton County, Indiana (hereinafter referred to as "Grantor's Property"), and being more particularly described as follows:
>
> Said easement being that area indicated, relative to landmarks and property lines, shown on a drawing marked Exhibit "A", attached hereto and becoming a part hereof (hereinafter referred to as the "Easement Area").

This easement grant shall include, but not be limited to, the following respective rights and duties of Grantor and Grantee:

1. Grantee shall have the right of ingress and egress over the Easement Area, and over the adjoining land of Grantor's Property (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).

2. Grantee shall have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation upon or over the Easement Area. Grantee shall also have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation which are adjacent to the Easement Area

For Grantee's Internal Use:
Line Name/No: _
Tract No: _
*Job Control #*_____
LU#
*Prep/Chk: ALB/*_____ *Exec/Rec:*_____
Dwg/Fac Ref.: Exhibit "A"
Prepared Date: 02/27/2020

but only to the extent such vegetation may endanger, as reasonably determined by Grantee, the safe or reliable operation of the Facilities, or where such vegetation is trimmed consistent with generally accepted arboricultural practices.

3. [Intentionally Omitted]

4. To the best of Grantor's knowledge, the Easement Area and the adjoining land of Grantor's Property, have never been used to release, discharge, generate or store any toxic, hazardous, corrosive, radioactive or otherwise harmful substance or material.

5. Grantor shall not place, or permit the placement of, any obstructions, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such obstruction; provided, if there is not an emergency situation, Grantee has given Grantor at least fifteen (15) days prior written notice to the Department of Engineering, Attention City Engineer, One Civic Square, Carmel, Indiana 46032 and to the Department of Law, Attention Corporation Counsel, One Civic Square, Carmel, Indiana 46032, before such removal.

6. Grantee shall have the right to pile dirt and other material and to operate equipment upon the surface of the Easement Area and the adjoining land of Grantor's Property, but only during those times when Grantee is constructing, reconstructing, maintaining, repairing, replacing, relocating, adding to, modifying, or removing the Facilities.

7. Excluding the removal of vegetation and obstructions as provided herein, any physical damage to the surface or subsurface area of the Easement Area and the adjoining land of Grantor's Property resulting from the exercise of the rights granted herein to Grantee, shall be promptly paid by Grantee, or repaired or restored by Grantee to a condition which is reasonably close to the condition it was in prior to the damage, all to the extent such damage is caused by Grantee or its contractors or employees. In the event that Grantee does not, in the opinion of Grantor, satisfactorily repair any damage, Grantor must, within ninety (90) days after such damage occurs, file a claim for such damage with Grantee at (a) 1000 E. Main St., Plainfield, IN 46168, Attn: Right of Way Services, or (b) by contacting an authorized Right of Way Services representative of Grantee.

8. Grantor shall have the right to use the Easement Area and the adjoining land of Grantor's Property in any manner which is consistent with the rights granted herein to Grantee, and shall comply with all applicable codes when making use of the land near the Facilities.

9. Notwithstanding anything to the contrary contained herein, Grantor shall not without the prior written consent of Grantee (a) construct or install, or permit the construction or installation of any building, house, or other above-ground structure, or portion thereof, upon the Easement Area; or (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area.

10. Grantor warrants that it has the necessary authority and title to Grantor's Property to grant this easement to Grantee, and shall defend and hold Grantee harmless from the claim of any third party that Grantor does not have such authority or title.

11. The respective rights and duties herein of Grantor and Grantee shall inure to the benefit of, and shall be binding upon the respective successors, assigns, heirs, personal representatives, lessees, licensees, and/or tenants of Grantor and Grantee. Easement, Grantor and Grantee, as used herein, shall be deemed to be plural, when required to be so. Except as otherwise provided herein, the exercise of any or all of the rights and privileges of Grantee set forth herein, shall be at the sole discretion of Grantee.

12. Grantor and Grantee have entered into that certain Phase I and III Transmission Relocation Agreement effective September 20, 2017, as may be amended ("Transmission Agreement"), and plan to enter into an associated Phase III Distribution Relocation Agreement, as may be amended ("Distribution Agreement"). To the extent a term and condition in this Easement is inconsistent with a term and condition in the Transmission Agreement or the Distribution Agreement, the order of priority in the event of said conflict shall be in descending order as follows: (a) the Transmission Agreement; (b) the Distribution Agreement; and (c) this Easement. Any capitalized terms used in this Easement and not defined herein shall have the meaning ascribed to such terms in the Transmission Agreement and the Distribution Agreement, as applicable.

Signature page(s) follow.

IN WITNESS WHEREOF, Grantor has caused this Grant of Distribution Easement to be signed by its duly authorized representative(s), effective the _____ day of _____, 2020.

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

_____
James Brainard, Presiding Officer

Date:_____

_____
Lori Watson, Member

Date:_____

_____
Mary Ann Burke, Member

Date:_____

ATTEST:

_____
Sue Wolfgang, Clerk

Date:_____

STATE OF INDIANA)
) ss:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Mayor James Brainard, Mary Ann Burke and Lori Watson, by me known to be Members of the City of Carmel Board of Public Works and Safety, and Sue Wolfgang, the Clerk of the City of Carmel, Indiana, who acknowledged the execution of the foregoing "Grant of Distribution Easement" on behalf of the City of Carmel, Indiana.

WITNESS my hand and notarial seal, this day _____ day of_____, 2020.

My Commission Expires:_____

My Commission Number:_____

My County of Residence:_____

Signed Name:_____

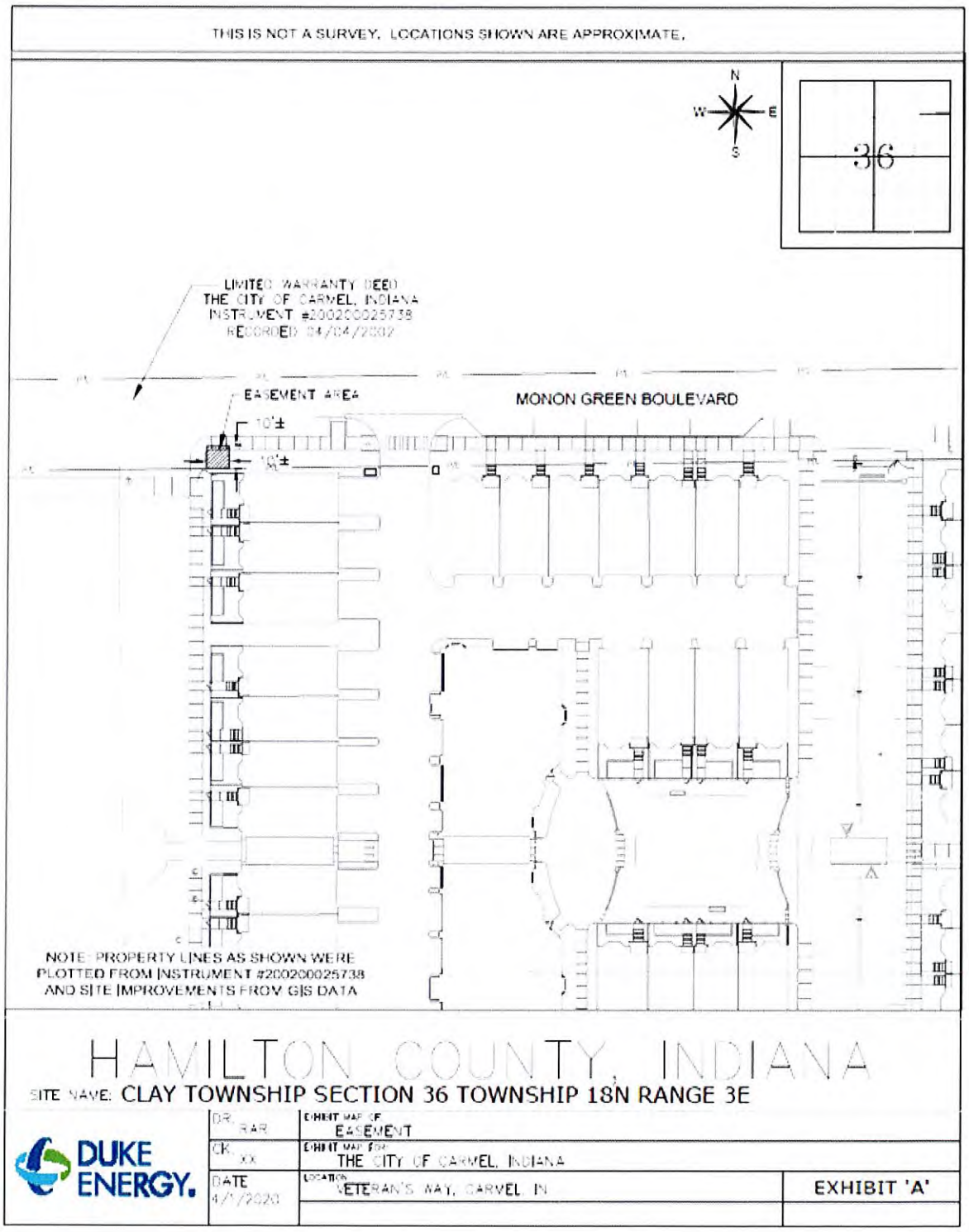
Printed Name:_____

This Instrument Prepared by John B. Scheidler, Attorney-at-Law, 1000 E. Main St., Plainfield, IN 46168.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. *Amanda Brinker*

KD_10784362_2.docx

EXHIBIT A


THIS IS NOT A SURVEY. LOCATIONS SHOWN ARE APPROXIMATE.
N
W
E
S
36
LIMITED WARRANTY DEED
THE CITY OF CARMEL, INDIANA
INSTRUMENT #200200025738
RECORDED 04/04/2002
EASEMENT AREA
10'±
10'±
MONON GREEN BOULEVARD
NOTE: PROPERTY LINES AS SHOWN WERE
PLOTTED FROM INSTRUMENT #200200025738
AND SITE IMPROVEMENTS FROM GIS DATA
HAMILTON COUNTY, INDIANA
SITE NAME: CLAY TOWNSHIP SECTION 36 TOWNSHIP 18N RANGE 3E
DUKE ENERGY.
DR. RAR
EXHIBIT MAP OF
EASEMENT
CK. XX
EXHIBIT MAP FOR
THE CITY OF CARMEL, INDIANA
DATE 4/1/2020
LOCATION
VETERAN'S WAY, CARMEL, IN
EXHIBIT 'A'

CITY OF CARMEL

JAMES BRAINARD, MAYOR

May 14, 2020

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

Re: Consent to Encroach (hardscape and landscaping) at 4760 Gray Oaks Drive

Dear Board Members:

A Consent to Encroach document signed by Wedgewood Building Company, owner of the property with the common address 4760 Gray Oaks Drive, is submitted to the Board for signatures. A variance for the encroachment is also submitted to the Board of Public Works for approval during the June 3, 2020 BPW meeting.

The Department of Engineering has reviewed and approved the encroachment document. Upon approval and signature by the Board Members the document will be recorded with the Hamilton County Recorder's Office.

Sincerely,

Jeremy Kashman, PE
City Engineer

ATTACHEMENT: CONSENT TO ENCROACH DOCUMENT

CONSENT TO ENCROACH

THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Wedgewood Building Company, 4760 Gray Oaks Drive, Carmel, Hamilton County, Indiana 46033, (individually and collectively, "Owner"), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety ("City").

WITNESSETH:

WHEREAS, Owner owns in fee simple Lot 15 ("Lot") in Gray Oaks which is located within the corporate limits of the City of Carmel, Indiana ("Subdivision"), which real estate is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, the official plat of the Subdivision was recorded in Plat Cabinet 5, Slide Number 213, Instrument Number 2014020027 in the Office of the Hamilton County Recorder on May 29, 2014, as Gray Oaks (the "Plat"); and

WHEREAS, the current Owner wishes to install hardscape and landscaping on the Lot (the "Site Improvement"); and

WHEREAS, Owner has given the City a sketch ("Sketch") depicting the location of the Site Improvement on the Lot, a copy of which is attached hereto and incorporated herein by this reference as Exhibit B; and

WHEREAS, the Site Improvement will be constructed on portions of the Lot designated as a 15- foot Drainage and Utility Easement, identified as "15' D.&U.E." on Exhibit B (the "Easement"); and

WHEREAS, the Easement is beneficial to the City and its residents; and

WHEREAS, as indicated on the Sketch, the Site Improvement will encroach (the "Encroachment") upon the Easement, which Encroachment is crosshatched on Exhibit B; and

WHEREAS, City of Carmel Board of Public Works and Safety approves the Owner's request for a variance from Carmel City Code Section 6-227(4); and

WHEREAS, Owner and City acknowledge the location of the Encroachment; and

WHEREAS, Owner acknowledges that this Agreement does not imply any approval of existing or future improvements not indicated by Owner on Exhibit B; and

WHEREAS, the location of the Site Improvement as indicated by the Owner on Exhibit B should not materially interfere with the City's use of the Easement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties mutually promise, agree and covenant as follows:

1. The foregoing preambles, recitations and definitions are made a part hereof as though such were fully set forth herein.

2. The City consents to the Encroachment for only so long as
   (i) the Encroachment exists; and
   (ii) Owner complies with all of the terms and provisions of this Agreement.

3. Owner covenants and agrees not to extend, increase, modify, alter, landscape, reconfigure or otherwise change the Site Improvement from what is depicted on Exhibit B, and to maintain the Site Improvement in good condition and repair.

4. Owner agrees that City shall have the right to remove any portion of the Site Improvement as City deems necessary, in City's sole discretion, to install, protect and/or repair any utility lines, sewer lines or drainage ditches located in the Easement, or for any other lawful purpose, and that, should the City take such action, the City shall incur no obligation to repair, replace or reimburse Owner for the cost of any damages thereby caused to the Site Improvement, the Lot, or to Owner.

5. Owner agrees and acknowledges that the City's consent to encroach upon the Easement, as provided in this instrument, regards the City's Easement interests only, and does not constitute permission or authority for the Owner to otherwise enter on, in, under, over, or upon the property interests of any other person without that person's consent even if such property interests are also located within the Easement.

6. Owner agrees to indemnify and hold harmless City, its officers, officials, members, employees, invitees, licensees and agents, from and against any and all losses, liabilities, damages, claims, judgments, attorney fees and costs arising from any bodily injury and/or death, and from any destruction or damage to any property or improvements, located on the Lot, or otherwise, and/or for any failure of proper disclosure pursuant to Paragraph 12 hereof, which results directly or indirectly from any act of Owner, its employees, contractors and/or agents in, on, under, across or to the Easement.

7. Owner agrees to reimburse City for any and all costs and expenses incurred by City to replace or repair any damage to the Easement and any improvements located therein caused by the installation, construction, maintenance and/or operation of the Site Improvement.

8. Owner agrees to record this Agreement in the Office of the Hamilton County Recorder and to provide to City a recorded copy of same within ten (10) business days of the effective date of this Agreement. In the event this Agreement is not timely recorded by Owner, Owner agrees and consents to City recording same, at Owner's sole expense.

9. The parties agree that the terms of this Agreement shall be binding upon and inure to the benefit of their respective heirs, administrators, successors and assigns.

10. The parties executing this Agreement represent and warrant that they are authorized to enter into and execute this Agreement for and on behalf of the party which they represent.

11. This Agreement shall be effective as of the date on which it is last executed by a party hereto.

12. The Owner agrees to provide full disclosure of this Agreement to all persons, entities and others who acquire by or through Owner any interest in the Lot on and after the effective date of this Agreement.

13. Owner agrees not to alter the ground surface elevation within the limits of the easement at any time.

14. Owner agrees to remedy any drainage problems or issues, saturated soil or standing water on the Lot or adjacent properties determined by the City to be resulting from the Encroachment.

"OWNER"

Randy Henry, **Wedgewood Building Company**

Signature

Date: 4/2/20

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared Randy Henry, by me known, and who acknowledged the execution of the foregoing "CONSENT TO ENCROACH" as his or her voluntary act and deed.

Witness my hand and Notarial Seal this 2nd day of April, 2020.

NOTARY PUBLIC

Printed Name

My Commission Expires:
9-25-20

My County of Residence: Hamilton

PAUL N. OWEN
Notary Public, State of Indiana
Hamilton County
Commission # 638687
My Commission Expires
September 25, 2020

"CITY"

CITY OF CARMEL, INDIANA,
BY AND THROUGH ITS BOARD OF
PUBLIC WORKS AND SAFETY

BY: _____
James Brainard, Presiding Officer
Date: _____

_____
Mary Ann Burke, Member
Date: _____

_____
Lori Watson, Member
Date: _____

ATTEST:

_____
Christine S. Pauley, Clerk-Treasurer Sue Wolfgang, Clerk
Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared JAMES BRAINARD, MARY ANN BURKE and LORI WATSON, by me known, and by me known to be the Members of the City of Carmel Board of Public Works and Safety, and CHRISTINE S. PAULEY, Sue Wolfgang, Clerk Clerk-Treasurer of THE CITY OF CARMEL, who acknowledged the execution of the foregoing "Consent To Encroach" on behalf of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this ____ day of _____, 20____.

_____
NOTARY PUBLIC

My Commission Expires:
_____

_____
Printed Name

My County of Residence: _____

This instrument was prepared by Douglas C. Haney, Esquire, Corporate Counsel, One Civic Square, Carmel, Indiana 46032.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Douglas C. Haney, Esquire

Exhibit A

4760 Gray Oaks Drive

Carmel, IN 46033

Legal Description:

Lot #15, in Gray Oaks Subdivision, as per plat thereof, recorded in Plat Cabinet 5, Slide Number 213, Instrument #2014020027, in the Recorder of Hamilton County, Indiana.

Sincerely,

Paul Owen

Wedgewood Building Company

Operations Manager

CITY OF CARMEL

JAMES BRAINARD, MAYOR

May 14, 2020

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

Re: Request for Variance (hardscape and landscaping) at 4760 Gray Oaks Drive

Dear Board Members:

Wedgewood Building Company, owner of the property with the common address 4760 Gray Oaks Drive, has requested a variance from Carmel City Code Section §6-227 (a)(4) for the installation of hardscape and landscaping within a portion of the lot designated as an easement. Generally, the improvement is proposed to be installed at the location indicated on the attached exhibit.

It is not expected that the improvements at the proposed location will result in a Detriment (as defined by City Code) to the subject property or the adjacent properties (provided the petitioner adheres to the conditions recommended below). The Engineering Department recommends that the Board approve the variance conditioned upon the following (as discussed with the petitioners):

1. Petitioners enter into a Consent-to-Encroach Agreement with the City and record the Agreement. (we will record the agreement for you)
2. Petitioners (and successors and assigns) agree to remedy any drainage issues resulting from the installation of the improvement that, in the opinion of the City, represents a Detriment as defined in City Code.

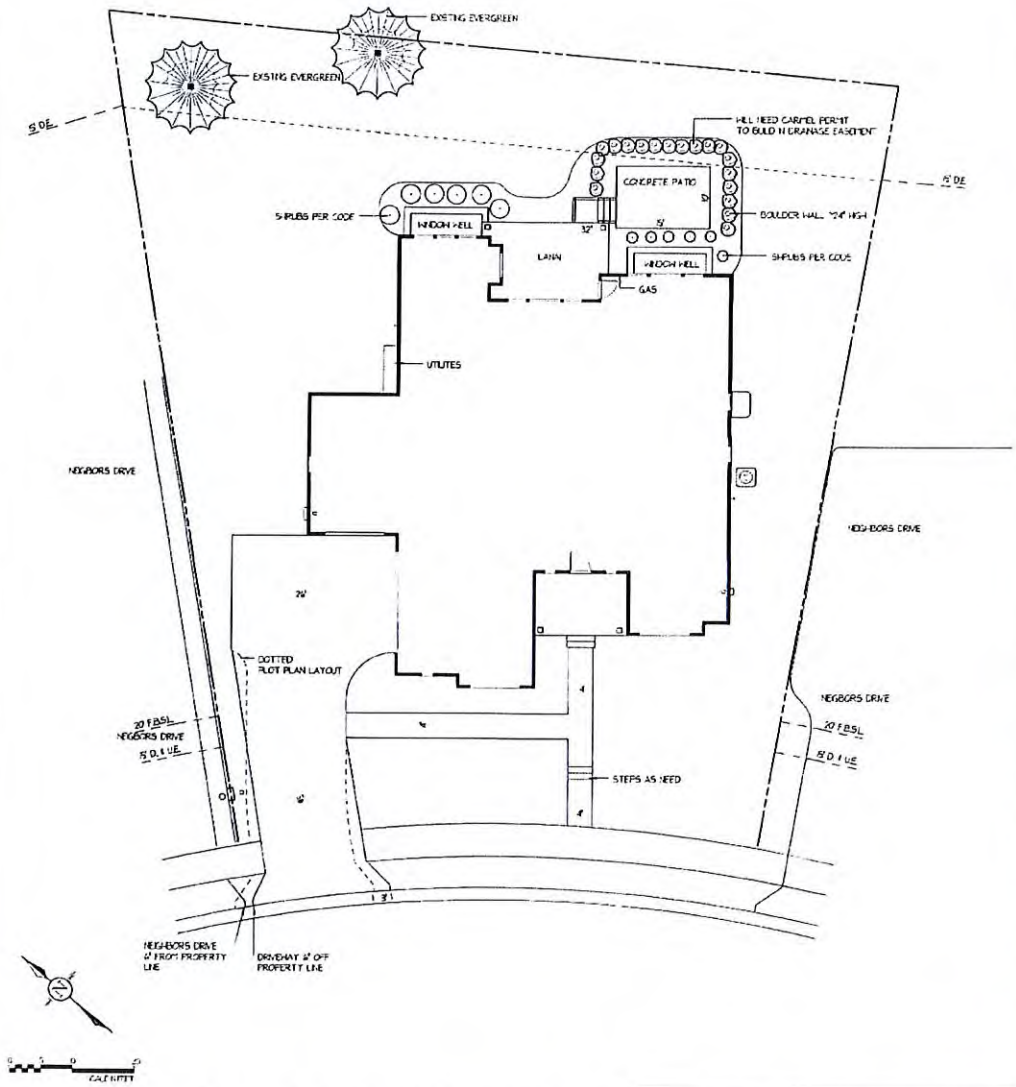
Respectfully,

Jeremy Kashman, PE
City Engineer

Note
The intended use of this drawing is for conceptual layout. Hardscape items such as driveways, sidewalks, patios and decks are furnished on this plan for client purposes only. Salsbery Brothers Landscaping Inc. in no way claims to be providing specifications for construction use by other contractors or builders. We reserve the right to make modifications of this plan on site as needed for proper implementation. The property owner assumes all responsibility for securing final landscape plans and approval by and/or in compliance with any requirements imposed by homeowner associations or other governing bodies in the area.

CALL BEFORE YOU DIG

1-800-382-5544
IT'S THE LAW



Page 1 of 1

Date : 1-30-2020

Notes :

Drawn By : ANN

Design By : BF

Scale : 1" = 10' - 0"

15 GO – SPEC HOME
4760 GRAY OAKS DRIVE
CARMEL, IN 46033

Salsbery Brothers
Landscaping

317-843-0100
www.salsberybros.com
4317 East 146th Street, Carmel, Indiana 46033

Exhibit B

PLAT DESCRIPTION

A PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 18 NORTH, RANGE 4 EAST, HAMILTON COUNTY, INDIANA, BEING DESCRIBED AS FOLLOWS:

Commencing at the Southeast Corner of said Quarter; thence North 00 degrees 15 minutes 46 seconds West (assumed bearing) along the East line thereof a distance of 1023.68 feet to the POINT OF BEGINNING, also being the northeast corner of Oakbrook Subdivision, recorded as Instrument #92–17543, Plat Cabinet 1, Slide 228, in the Office of the Recorder of Hamilton County, Indiana; thence North 89 degrees 21 minutes 16 seconds West parallel with the South line of said Quarter and along the north line of said subdivision and the westerly extension thereof a distance of 1326.25 feet to the West line of said East Half; thence North 00 degrees 10 minutes 41 seconds East along said West line a distance of 618.37 feet to the north line of 25 acres off the south end of the West Half of said East Half; thence South 89 degrees 21 minutes 16 seconds East parallel with said South line and along said north line a distance of 662.66 feet to the West line of the East Half of said East Half; thence North 00 degrees 02 minutes 22 seconds East along said west line a distance of 328.97 feet; thence South 89 degrees 21 minutes 16 seconds East a distance of 662.42 feet to the East line of said Quarter; thence South 00 degrees 15 minutes 46 seconds East along said East line a distance of 947.36 feet to the POINT OF BEGINNING, containing 23.822 acres, more or less.

CITY OF CARMEL

JAMES BRAINARD, MAYOR

May 27, 2020

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

RE: VILLAGE OF WEST CLAY SECTION 6003-B, BLOCK 8

Dear Board Members:

Mr. Luke Jahn with HWC Engineering has requested the replat of Village of West Clay Section 6003-B, Block 8, be placed on the Board of Public Works and Safety agenda for approval and signatures.

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

Sincerely,

Jeremy Kashman, P.E.
City Engineer

ATTACHMENT: MYLAR PLAT

S:\shared\NEW SHARED DRIVE\BPW\2020\PLATS\VOWC 6003-B BLOCK 8 - REPLAT.docx

DEPARTMENT OF ENGINEERING
ONE CIVIC SQUARE, CARMEL, IN 46032 OFFICE 317.571.2441 FAX 317.571.2439
EMAIL engineering@carmel.in.gov

CITY OF CARMEL

JAMES BRAINARD, MAYOR

May 27, 2020

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

RE: SECONDARY PLAT- THE AMENITY AREA AT THE LEGACY

Dear Board Members:

Mr. Ed Fleming with Platinum Properties Management Company has requested the Secondary Plat for The Amenity Area at the Legacy be placed on the Board of Public Works and Safety agenda for approval and signatures.

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

Sincerely,

Jeremy Kashman, P.E.
City Engineer

ATTACHMENT: MYLAR PLAT

S:\shared\NEW SHARED DRIVE\BPW\2020\PLATS\LEGACY AMENITY AREA-PLAT.docx

DEPARTMENT OF ENGINEERING
ONE CIVIC SQUARE, CARMEL, IN 46032 OFFICE 317.571.2441 FAX 317.571.2439
EMAIL engineering@carmel.in.gov