

**Board of Public Works and Safety Meeting
Agenda
Wednesday, August 19, 2020 – 10:00 a.m.
Via Videoconference**

MEETING CALLED TO ORDER

1. MINUTES

- a. **Minutes from the August 5, 2020, Regular Meeting**

2. CONTRACTS

- a. **Resolution BPW-08-19-20-01; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Agreement Between Owner and Contractor; The Mirazon Group, LLC; (\$46,224.00); Carmel Clay Parks Ransomware Remediation; Mayor James Brainard**
- b. **Request for Purchase of Goods and Services; ERAD Group, Inc; (\$1,500.00); ERAD Recovery System Package; Chief James Barlow, Carmel Police Department**
- c. **Request for Purchase of Goods and Services; Clay Township of Hamilton County, Indiana; (\$35,000.00); Carmel Utilities Reimbursement Agreement; John Duffy, Director of Utilities**
- d. **Request for Interlocal Agreement; Hamilton/Boone County Drug Task Force; Chief James Barlow, Carmel Police Department**
- e. **Request for Joint Funding Agreement for Water Resource Investigations; U.S. Department of the Interior/U.S. Geological Survey; Jeremy Kashman, City Engineer**
- f. **Request for Purchase of Goods and Services; Synovia Solutions, LLC; (\$2,043.00 Per Month); Government Municipal Agreement; Dave Huffman, Street Commissioner**

3. REQUEST TO USE CITY STREETS/PROPERTY

- a. **Request to Use/Close City Streets; Carmel High School Homecoming Parade; October 2, 2020; 1:00 p.m. – 1:30 p.m.; Amy Skeens-Benton, Carmel High School**
- b. **Request to Use/Close City Streets; Lemonade 10000 (Artemobilia); August 29, 2020; 7:00 a.m. – 11:00 a.m.; John Leonard**

4. OTHER

- a. **Uniform Conflict of Interest Disclosure Statement; Adam Harrington**
- b. **Request for Waiver of BPW Resolution No. 04-28-18-01 and Lane Restriction; 106th and College; Verizon/MCI**
- c. **Request for Road Closure; 55 4th Ave SE – Carmel Library; Nicholas Justice, Civil Environmental**
- d. **Request for Lane Restrictions/Open Pavement Cut/Street Closure; Various Locations; Jonathan Moore, Structure Solutions**
- e. **Request for Lane Restriction/Street Cut; 430 1st Ave SE; Henry Miller**
- f. **Request for Open Pavement Cuts/Lane Restrictions; 1260 City Center Drive; AT&T**
- g. **Request for Open Pavement Cut/Lane Restrictions/Street Closure; Veterans Way – From Executive Drive to Monon Green Blvd; Christina Girod, Duke Energy**

- h. **Request for Grant of Perpetual Storm Water Quality Management Easement; Badger Fieldhouse;** Katie Marschke, Ice Miller
- i. **Request for Stormwater Technical Standards Waiver; Duke Energy Substation – 925 Rohrer Road;** Brian Catt, Duke Energy
- j. **Request for Stormwater Technical Standards Waiver; Carmel Clay Public Library Expansion;** Nick Justice, Civil Environmental
- k. **Request for Consent to Encroach; 211 W. Main Street, Suite 102;** Monon Development, Property Owners
- l. **Request for Variance; 211 W. Main Street, Suite 102;** Monon Development, Property Owners
- m. **Request for Secondary Plat; Badger Field Subdivision;** Ted Nolting, KGR

5. ADJOURNMENT

Board of Public Works and Safety
Meeting Minutes
Wednesday, August 5, 2020 - 10:00 AM
Via Videoconference

MEETING CALLED TO ORDER

Mayor Brainard called the meeting to order at 10:00:00 AM

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 Jenny Stites were present.

MINUTES

Minutes from the July 15, 2020, Regular Meeting were approved 3-0

PERFORMANCE RELEASE APPROVAL REQUESTS

Resolution BPW 08-05-20-01; Kensington Green; Right-of-Way and Erosion Control; Turtle Pond Partners: *Board Member Burke moved to approve; Board Member Watson seconded; request approved 3-0.*

Resolution BPW 08-05-20-02; Copper Run; Signs; Pulte Homes: *Board Member Burke moved to approve; Board Member Watson seconded; request approved 3-0.*

CONTRACTS

Request for Additional Services Amendment to Agreement for Goods and Services: Victory Sun, Inc. (\$11,700.00); Carmel Artomobilia 2020; Nancy Heck, Director, Department of Community Relations: *Board Member Burke moved to approve; Board Member Watson seconded; request approved 3-0.*

Request for Purchase of Goods and Services: CityInk Company (\$20,920.00); Carmel 'round about right reprint; Nancy Heck, Director, Department of Community Relations: *Board Member Burke moved to approve; Board Member Watson seconded; request approved 3-0.*

Request for Approval: Water Reimbursement Agreement Between the City of Carmel and Lauth Construction, LLC; Lauth Construction (\$18,630); Carmel Medical Arts Pavilion water main extension; John Duffy, Director of Utilities: *Board Member Burke moved to approve; Board Member Watson seconded; request approved 3-0.*

Request for Approval: Service Agreement; Street Smart, LLC (\$18,000.00); Hamilton County Sheriff's regional information sharing software; Jim Barlow, Chief of Police: *Board Member Burke moved to approve; Board Member Watson seconded; request approved 3-0.*

REQUEST TO USE CITY STREETS/PROPERTY

Amended Request to Use Gazebo and Fountain area with closure/use of adjacent streets; USA Today Wine & Food Experience 2020; September 26, 2020, 9:00 AM to 12:00 AM; Steve Shembab: *Board Member Burke moved to deny; Board Member Watson seconded; request denied 3-0.*

Request to Use Gazebo; Student Concert; August 29, 2020, 10:00 AM to 7:00 PM; McKenzie Conrad, Carmel Music Academy: *Board Member Burke moved to approve; Board Member Watson seconded; request approved 3-0.*

Request to Use Gazebo; Memorial for John Burkhard; July 25, 2020, 10:30 AM to 2:30 PM; Elizabeth Burkle: *Board Member Burke moved to approve; Board Member Watson seconded; request ratified 3-0.*

Request to use Council Chambers; Traditions on the Monon annual homeowner's meeting; November 10, 2020, 6:30 to 9:30 PM; Francesca York, Traditions on the Monon HOA: *Board Member Burke moved to deny; Board Member Watson seconded; request denied 3-0.*

Request to Use Carter Green; 10th Anniversary Fundraising Gala for The Center For The Performing Arts; September 17, 2021, 1:00 to 11:00 PM; Jeff Steeg, The Center For The Performing Arts: *Board Member Burke moved to approve; Mayor Brainard seconded; request approved 3-0.*

Request to Use Carter Green Amphitheater; Carmel Rotary Club Meeting; July 17, 2020, 11:00 AM to 1:00 PM; Shell Barger, Carmel Rotary: *Board Member Burke moved to approve; Board Member Watson seconded; request ratified 3-0.*

Request to Use Midtown Plaza; Midtown Stage Entertainment by Actors Theatre of Indiana; August 8, 2020, 7:00 to 9:00 PM; Meg Gates Osborne: *WITHDRAWN*

Request to Use Midtown Plaza; Midtown Stage Entertainment by Carmel Symphony Orchestra; July 30, 2020, 3:00 to 8:00 PM; Meg Gates Osborne: *Board Member Burke moved to approve; Board Member Watson seconded; request ratified 3-0.*

Request to Use/Close City Streets; Neighborhood Party; September 26 and October 3, 2020 (backup date), 12:00 PM to 12:00 AM; Josh Corwin, Kingswood HOA: *Board Member Burke moved to approve; Board Member Watson seconded; request approved 3-0.*

Request to Use Tarkington Theatre and Use/Close Streets; City of Carmel Veterans Day Ceremony; November 10, 2020, 11:00 AM to 2:00 PM; Sondra Schwieterman, Event Organizer: *Board Member Burke moved to approve; Board Member Watson seconded; request approved 3-0.*

Request to Use Gazebo; Student Get-Together; August 2, 2020, 6:00 to 8:30 PM; Katherine Peters: *Board Member Burke moved to approve; Board Member Watson seconded; request ratified 3-0.*

Request to Use/Close Street; Presentation in front of The Cat; August 7 and August 8, 2020; 5:00 to 11:00 PM; Jonathan Scoble, Director of Development, The Cat: *Board Member Burke moved to approve; Board Member Watson seconded; request approved 3-0.*

Request to Use Gazebo; Summer Showcase for Students; August 9, 2020, 12:00 to 7:00 PM; Blair Clark, Blair's Studio: *WITHDRAWN*

Request to Use Gazebo and Japanese Garden; Wedding Vow Renewal; September 7, 2020, 10:00 AM to 2:00 PM; Maria Spratford: *Board Member Burke moved to approve; Board Member Watson seconded; request approved 3-0.*

Request to Use Gazebo and Fountain Area; Wedding; August 14, 2020; 12:00 PM to 10:00 PM; Penny Foster: *Board Member Burke moved to approve; Board Member Watson seconded; request approved 3-0.*

Request to Use Veterans Memorial Plaza; End of WW II Memorial; August 14, 2020, 9:30 to 11:00 AM; Kelli Prader, Department of Community Relations: *Board Member Burke moved to approve; Board Member Watson seconded; request approved 3-0.*

OTHER

Request for approval of Temporary Easement Agreement between the City of Carmel and American Aggregates Corporation; 116th Street and Hazel Dell Parkway; Edwin Gehr, American Aggregates Corporation: *Board Member Burke moved to approve; Board Member Watson seconded; request approved 3-0.*

Uniform Conflict of Interest Disclosure Statement (IC 35-44.1-1-4): Adam Aasen: *Board Member Burke moved to approve; Board Member Watson seconded; request approved 3-0.*

Release and Settlement of all claims re: 12709 Wembley Road: Jennifer Davidson: *Board Member Burke moved to approve; Board Member Watson seconded; request approved 3-0.*

Request for Right-of-Way Vacation; 103rd Street and Illinois Street; Timothy Ochs, Carmel Indy Holdings, LLC: *Board Member Burke moved to approve; Board Member Watson seconded; request approved 3-0.*

Request for Curb Cut/Curb Cut Vacation; 12012 River Road; Jeff Snellenberger: *Board Member Burke moved to approve; Board Member Watson seconded; request approved 3-0.*

Request for Lane Restrictions; Rohrer Road; William Ferrell, Duke Energy: *Board Member Burke moved to approve; Board Member Watson seconded; request approved 3-0.*

Request for Waiver of Res. BPW 04-28-17-01; 96th Street; Lane Restrictions; Matt Bates, Verizon: *Board Member Burke moved to approve; Board Member Watson seconded; request approved 3-0.*

Consent to Encroach; 2934 Brooks Bend Drive; Lisa Watson: *Board Member Burke moved to approve; Board Member Watson seconded; request approved 3-0.*

Request for Variance; 2934 Brooks Bend Drive; Lisa Watson: *Board Member Burke moved to approve; Board Member Watson seconded; request approved 3-0.*

Consent to Encroach; 5917 Silas Moffit Way; Benjamin and Brandi Heck: *Board Member Burke moved to approve; Board Member Watson seconded; request approved 3-0.*

Request for Variance; 5917 Silas Moffit Way; Benjamin and Brandi Heck: *Board Member Burke moved to approve; Board Member Watson seconded; request approved 3-0.*

Consent to Encroach; 12515 Bellingrath Street; Samuel and Holly Tamara: *Board Member Burke moved to approve; Board Member Watson seconded; request approved 3-0.*

Request for Variance; 12515 Bellingrath Street; Samuel and Holly Tamara: *Board Member Burke moved to approve; Board Member Watson seconded; request approved 3-0.*

Request for Replat; Village of West Clay Section 6003-B, Blocks 6 and 7; Luke Jahn, HWC Engineering: *Board Member Burke moved to approve; Board Member Watson seconded; request approved 3-0.*

Request for Replat; Fosters Addition, Lots 9-11; Sam Milligan, Northridge Construction: *Board Member Burke moved to approve; Board Member Watson seconded; request approved 3-0.*

Request for Secondary Plats; Bear Creek South, Section 1A and 1B; Michael Morgan: *Board Member Burke moved to approve; Board Member Watson seconded; request approved 3-0.*

Request for Replat; Carmelview Lot 2; Connor Ray: *Board Member Burke moved to approve; Board Member Watson seconded; request approved 3-0.*

Request for Replat; Newark Village Lot 77; Troy Terew, True North: *Board Member Burke moved to approve; Board Member Watson seconded; request approved 3-0.*

Resolution BPW 08-05-20-03; Gramercy West PRIF Agreement; Henry Mestetsky, Director, Community Redevelopment: *Board Member Burke moved to approve; Board Member Watson seconded; request approved 3-0.*

The meeting was temporarily adjourned at 10:32:00 AM in order to set up virtual capabilities for all parties involved in the following hearing. The meeting was restarted at 10:43:00 AM.

Unsafe Building Hearing – Motion to Vacate and Order to Repair Residential Condominium at 956 Brownstone Trace; Jim Blanchard, Building Commissioner, Department of Community Services

Mayor Brainard introduced the unsafe building hearing; City Attorney Ashley Ulbricht asked all interested parties to introduce themselves for the record:

- *William Barkimer, attorney with Krieg DeVault, representing Landmark Community Bank*
- *Kimberly Sutter, attorney representing Brownstone Homes at Guilford Reserve HOA*
- *Russ Jones, attorney, representing judgement lienholder Sandy Fox*
- *Homeowner Antonio Morrison*

Ms. Ulbricht provided an opening statement explaining that the City became involved in this matter when Code Enforcement Officer Brent Liggett was called to the property and discovered extensive fire damage and other unsafe conditions. This resulted in the house being declared a hazard to the public health, a public nuisance and not suitable for human habitation, occupation or use. Based upon Mr. Liggett's findings, the City enacted an emergency order to vacate the property to protect the public and the homeowner, as well as an order to repair. Ms. Ulbricht noted that the order to vacate is permanent until the property is repaired, and the order to repair became final after the homeowner did not request

a hearing within the 10 days allowed by statute. She stated the City is asking the BPW to affirm its order to vacate.

The City presented its evidence and questioned witnesses Code Enforcement Officer Brent Liggett and Carmel Police Department Crime Scene Investigator Karen Sutton.

The City submitted a packet of photographs of the property in question as evidence of its claim that the home is unsafe.

No other interested parties had any evidence to present.

Ms. Ulbricht summarized by stating Mr. Morrison has been asked to not live at the property while it is being repaired and that, to date, there has not been substantial progress in the repairs to the home. She indicated the City is asking the BPW to affirm the order to vacate and require Mr. Morrison to have a contractor work with the City to ensure the repairs are done pursuant to building standards under Indiana Code. Mr. Liggett indicated it would be very likely that repairs would require a building permit issued by the City. Ms. Ulbricht asked that Mr. Morrison be required to have an insurance adjuster work with Mr. Liggett to ensure the property is rehabilitated properly.

The BPW Members voted 3-0 to continue the order banning habitation until the repairs are properly made and to require the property be secured.

The hearing was adjourned at 11:50:04.

ADJOURNMENT

Board Member Mary Ann Burke adjourned the meeting at 11:52:14 AM

Sue Wolfgang – City Clerk

Approved

Mayor James Brainard

ATTEST:

Sue Wolfgang – City Clerk

RESOLUTION NO. BPW 08-19-20-01

**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: _____

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

THIS AMENDMENT TO THE GOODS AND SERVICES AGREEMENT ("Agreement") entered into by and between the City of Carmel and The Mirazon Group, LLC (the "Vendor"), as City Contract dated April 1, 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.

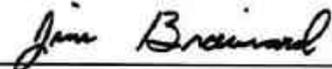
IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as follows:

CITY OF CARMEL, INDIANA

THE MIRAZON GROUP, LLC

by and through its Board of Public
Works and Safety

By:



James Brainard, Presiding Officer

Date: 7/30/2020

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

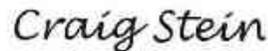
Date: _____

ATTEST:

Sue Wolfgang, Clerk

Date: _____

By:



Authorized Signature

Craig Stein

Printed Name

Partner

Title

FID/TIN: 61-1363720

Last Four of SSN if Sole Proprietor: _____

Date: 07-29-2020



**Carmel Clay Parks Ransomware
Remediation**

Quote # 017594
Version 1

Prepared for:

City of Carmel

Timothy Renick
trenick@carmel.in.gov



Thursday, July 23, 2020

City of Carmel
Timothy Renick
31 1st Avenue N.W.
Carmel, IN 46032
trenick@carmel.in.gov

Dear Timothy,

Thank you for considering us to help you with your IT project. We've been supporting organizations like yours since 2000, and we've honed our solutions and processes with your best interests in mind. In order to make this project as successful as possible, we carefully considered your specific challenges, objectives and goals, then custom sized a solution.

Any time we work with you, we aim to:

- Reduce the implementation time of your projects
- Lower your total cost of implementing great technology
- Keep your goals and objectives top of mind
- Solve real problems
- Be transparent with you about our process and solutions
- Provide above and beyond customer service
- Minimize infrastructure complexity
- Recommend the right technology for you at the right cost

Customer service is always top of mind here at Mirazon and we are confident that we will deliver you superior results. We appreciate your business and always look forward to working with you.

Kind regards,

Leah Weisman
Account Manager
The Mirazon Group, LLC

Ransomware Remediation Services

Description		Price	Qty	Ext. Price
Rebuild Hypervisor hosts <i>Estimated Range: 7 to 14 hours.</i>	Mirazon	\$170.00	14	\$2,380.00
Rebuild domain controller and CA servers <i>Estimated Range: 4 to 8 hours.</i>	Mirazon	\$170.00	8	\$1,360.00
Rebuild group policies <i>Estimated Range: 3 to 6 hours.</i>	Mirazon	\$170.00	6	\$1,020.00
Rebuild backup server and configure backup jobs <i>Estimated Range: 4 to 8 hours.</i>	Mirazon	\$170.00	8	\$1,360.00
Reconfigure IP cameras <i>Estimated Range: 8 to 16 hours.</i>	Mirazon	\$170.00	16	\$2,720.00
Reconfigure people counters <i>Estimated Range: 8 to 16 hours.</i>	Mirazon	\$170.00	16	\$2,720.00
Rebuild file/print server <i>Estimated Range: 4 to 8 hours.</i>	Mirazon	\$170.00	8	\$1,360.00
Rebuild people counter server <i>Estimated Range: 4 to 8 hours.</i>	Mirazon	\$170.00	8	\$1,360.00
Rebuild lighting control server <i>Estimated Range: 4 to 8 hours.</i>	Mirazon	\$170.00	8	\$1,360.00
Re-deploy antivirus <i>Estimated Range: 4 to 8 hours.</i>	Mirazon	\$170.00	8	\$1,360.00
Re-establish cert-based security for VPN and Wi-Fi <i>Estimated Range: 4 to 8 hours.</i>	Mirazon	\$170.00	8	\$1,360.00
Configure secure VPN access <i>Estimated Range: 8 to 16 hours.</i>	Mirazon	\$170.00	16	\$2,720.00
Quarantine PCs and data recovery for email and files <i>Estimated Range: 40 to 60 hours.</i>	Mirazon	\$170.00	60	\$10,200.00
Re-image workstations and join to domain <i>Estimated Range: 60 to 80 hours.</i>	Mirazon	\$170.00	80	\$13,600.00

Subtotal: **\$44,880.00**

Products - Software & Maintenance

Description	Recurring	Qty	Ext. Recurring
Antivirus Business Endpoint Protection - 1 Month Subscription for 1 User - Heuristics based scanning instead of pattern file based scan - Advanced threat protection for PCs and Macs - Always-on security for your data and identity - Protection that stops ransomware - Real-time anti-phishing blocks harmful sites - Firewall and network connection monitor - Lightning-fast scans without interruption - Low memory/resource usage - Automatically upgrades versions - Web Threat Shield - Intelligent outbound firewall NOTE: After submitting this order, you will be invoiced monthly for this product. If you prefer to pay annually, please notify our Accounting Department by e-mailing Accounting@mirazon.com .	\$1.40	80	\$112.00

Recurring Subtotal: **\$112.00**

Carmel Clay Parks Ransomware Remediation

**Prepared by:****The Mirazon Group, LLC**

Leah Weisman
(502) 240-0404
Fax (502) 240-0409
Leah.Weisman@mirazon.com

Prepared for:**City of Carmel**

31 1st Avenue N.W.
Carmel, IN 46032
Timothy Renick
(317) 571-2567
trenick@carmel.in.gov

Quote Information:**Quote #: 017594**

Version: 1
Delivery Date: 07/23/2020
Expiration Date: 08/21/2020

Quote Summary

Description	Amount
Ransomware Remediation Services	\$44,880.00
Total: \$44,880.00	

Recurring Expenses Summary

Description	Amount
Products - Software & Maintenance	\$112.00
Recurring Total: \$112.00	

Leasing Option Available Upon Request

Mirazon offers leasing services for projects of any size including hardware, software, and professional services. Terms as short as 12 months are available. Sample Lease Rate for 36-Month Term: \$20,000 total project = \$641 per month, \$0 down, \$1 buyout at lease end. Leasing quote is subject to credit approval and rates are subject to change. Contact your Mirazon representative for more information.

Orders Exceeding \$10,000

If the total product costs exceed \$10,000 or you do not have an established credit history with The Mirazon Group, full payment must be received before the product order will be placed. For clients that have a good credit history with The Mirazon Group, full payment will not need to be received before ordering unless the total product costs exceed \$20,000.

Payment Options

Payment may be made by check (made payable to The Mirazon Group) or by MasterCard, Visa or American Express (3% credit card processing fee will be added to the invoice amount).

For a detailed list of all Terms and Conditions, please reference the Appendix page within the PDF version of your quote, including, but not limited to, Appendix A-Terms and Conditions and Master Service Agreement.

The Mirazon Group, LLC

City of Carmel

Signature: 

Name: Karen Albers

Title: Partner

Date: 07/23/2020

Signature: _____

Name: Timothy Renick

Date: _____



APPROVED
By Jon Oberlander at 2:23 pm, Aug 05, 2020

ERAD-RECOVERY™
AGREEMENT

This ERAD-Recovery Agreement is made between ERAD Group, Inc. ("EGI") and Carmel Police Department ("Agency").

1. **Introduction.**

Agency will use EGI's ERAD-Recovery software ("Product") to access the client processing service described herein ("Payment Processing Service") in order to: (i) determine relevant issuer and processor information from prepaid access devices and other payment cards; (ii) identify the monetary amount of funds stored on prepaid access cards and other prepaid access devices; and (iii) freeze and seize funds on prepaid access cards, prepaid access devices, and debit cards for subsequent deposit to an authorized depository account owned and controlled by Agency.

2. **Term.**

This Agreement is effective as of May 1, 2020 ("Agreement Effective Date"), and shall remain in effect for an initial period of One (1) year ("Initial Period"). After the Initial Period, this Agreement shall be extended automatically for successive One (1) year periods (each a "Renewal Term"). Either party may terminate this Agreement as of the end of the then-current term by giving written notice at least ninety (90) days prior to the end of the then-current term. The Initial Term and all Renewal Terms shall be referred to as the "Term."

3. **Fees.**

Agency shall pay EGI the following fees:

Annual Departmental License Financial Crimes Investigation Dept \$ 1,500.00
Prepaid Card Seizure Processing - Included

EGI Pass-Through Fees

Agency must pay any fees, anticipated returns, fines or other third party charges associated with use of the Product (collectively, "Pass-Through Fees"), including, chargeback fees, retrievals and fines.

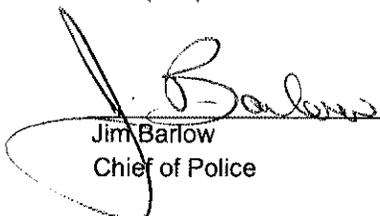
4. **Payment Processing Service.** Agency shall use the Product to access the Payment Processing Service.

5. **Exclusivity.** EGI shall be the sole and exclusive provider of the Payment Processing Service to Agency and its affiliates, and neither Agency nor any of its affiliates shall engage a third party to provide the same or similar service, nor shall Agency provide same on its own behalf.

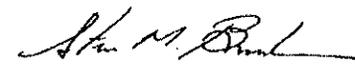
By signing below, you agree to the terms of this Agreement and the ERAD Agreement General Terms & Conditions version 1.5.1 incorporated herein by reference.

Carmel Police Department
3 Civic Square
Carmel IN 46032
Tel: (317) 571-2580

ERAD Group, Inc.
5301 Alpha Road, Suite 80-17
Dallas, TX 75240
Tel: (571) 207-3723



Jim Barlow
Chief of Police
Date 8/4/2020



Steve Beckerman
Chief Operating Officer
Date 7/15/2020

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: _____

Point & Pay Client Application		(Shaded areas are for internal use only) Partner Code:		
Account Representative:		Submission Date:		
Card Readers Quantity: N/A	Price per reader: \$ N/A	Target Live Date:		
Client Profile				
Client Legal Name as filed with the IRS: Carmel Police Department		Federal Tax ID:		
DBA: Carmel Police Department				
Physical Address: 3 Civic Square				
City: Carmel		State: IN	Zip: 46032	
Website Address:		Phone # to display on customer receipts: (317) 571-2580		
Contact				
Primary Contact Name:		Primary Phone #:	Primary Email:	
Steve Beckerman		727-781-7308	Steve.beckerman@erad-group.com	
Accounting Contact:		Accounting Phone #:	Accounting Email:	
Steve Beckerman		727-781-7308	Steve.beckerman@erad-group.com	
Payment Types				
<input type="checkbox"/> Visa, <input type="checkbox"/> MasterCard, <input type="checkbox"/> Discover, <input type="checkbox"/> AMEX				
Fees Summary				
Fees Paid by ERAD		Fees Paid by Client		Other (See Notes)
Debit Card – Flat Fee	\$0.025	E-check – Returned Item Fee	\$ N/A	
Debit Card – Interchange Fee	Actual	E-check – Flat Fee	\$ N/A	
Debit Card - Percentage Fee	0.10%	Visa Tax Program –Debit	\$ N/A	
Debit Card - Minimum Fee	\$ 0.00	MasterCard Tax Program–Debit	\$ N/A	
Debit Card - Chargeback Fee	\$15.00			
Product Summary				
Software Partner:	ERAD Group			
Product Name	Total Annual Collections for Payment Type	Average Payment Amount	Highest Payment Amount	
ERAD FCIS	\$900,000	\$10,000	\$150,000	
Banking Summary				
Deposit Structure:	Gross Settlement		Debit	
Product Name (or # from above)	Bank Name	Routing #	Account #	Acct Type
ERAD FCIS (CLIENT DEPOSITS)				X Check. Savings
ERAD FCIS (FEES)	Branch Banking & Trust	061113415	0005248912946	X Check. Savings
Channels / Note				
POS IVR Web Web/EBPP If all products do not match each channel, please note details below Gross Settlement – Interchange Plus				

Signature Merchant	
The undersigned agrees to abide by the Terms and Conditions of the Point and Pay Merchant Services Agreement viewable at https://intel.erad-group.com/Content/Documents/pnp.pdf	
Signature	Title Chief of Police
Name Jim Barlow	Date



1. **Introduction.** As stated in the ERAD-Recovery Agreement, Agency will use EGI's ERAD-Recovery software ("Product") to access the client processing service described below in Section 2, "Products", and in the ERAD-Recovery Agreement (collectively, the "Payment Processing Service") in order to: (i) determine relevant issuer and processor information from prepaid access devices and other payment cards (ii) identify the monetary value of funds stored on prepaid access cards and other prepaid access devices; and (iii) freeze and seize funds on prepaid access cards, prepaid access devices, for subsequent deposit to an authorized depository account owned and controlled by Agency. For the avoidance of doubt, "Agreement" means the ERAD-Recovery Agreement, these ERAD General Terms & Conditions, and each exhibit, schedule, and addendum attached hereto, as well as all documents and other materials incorporated herein by reference.

2. **Products.**

2.1 Provided that Agency is in compliance with the terms of the Agreement and subject to the provisions set forth in this section, for the term of the Agreement, EGI shall use commercially reasonable efforts to: (i) provide Agency with access to and use of a Product in accordance with EGI's most current documentation and manuals for that Product (collectively, "Specifications") so long as Agency timely pays all amounts owed and Agency is not in breach of any terms of the Agreement; (ii) provide Agency with standard reporting, if any, associated with Product usage; and (iii) provide each Product in accordance with all laws and rules applicable to EGI as a provider of those Products.

2.2 Agency shall: (i) comply with all laws and rules associated with its use of a Product, including those that relate to error resolution, and must comply in full at all times with all payment card rules and regulations, including but not limited to all cardholder and customer data security and storage requirements which, for Visa, MasterCard and American Express, can be found at:

<https://usa.visa.com/dam/VCOM/global/support-legal/documents/card-acceptance-guidelines-visa-merchants.pdf>

<http://www.mastercard.com/us/merchant/support/rules.html>

https://icm.aexp-static.com/content/dam/qms/en_us/optblue/us-moq.pdf

and shall use its best efforts to provide EGI with notice of any laws that impact a Product; (ii) provide any information, data or documents necessary for EGI to provide a Product (collectively, "Data") in accordance with the corresponding Specifications or as otherwise required by EGI; (iii) not attempt to gain unauthorized access to any system or network operated by, or on behalf of, EGI; (iv) utilize and access each Product solely in accordance with the Agreement and Specifications; (v) use each Product solely for its own internal business purposes; (vi) take such measures that EGI deems reasonably necessary to prepare for proper use of a Product; (vii) perform testing and provide reports on the results of Product usage as reasonably requested by EGI; (viii) verify the results of all output and results achieved through use of a Product prior to relying on those results for any business purpose; (ix) cooperate and assist in the identification of any unauthorized use of a Product and the detection of security violations; and (x) be solely responsible for the consequences of, reimburse EGI for all costs, losses and damages associated with, and resolve at its own expense, any unauthorized use of a Product or security violations committed by Agency.

2.3 EGI may modify Products from time to time so long as those changes do not prevent EGI from meeting its obligations to Agency. If Agency requests a change in a Product that requires EGI to modify its hardware or software, hire additional staff or results in additional expense to EGI, then the parties shall negotiate whether and upon what terms the requested change will be made. No agreement to make a change in a Product shall be effective unless committed to in writing and signed by both parties.

3. **Data Transmission, Security and Contingency Planning.**

3.1 Agency shall be solely responsible for the transmission of Data at its own expense, and shall bear any risk of loss resulting from such transmission. In the case of electronic transmission, Data will not be deemed received until receipt is actually confirmed by EGI. If Agency directs EGI to provide Data to a third party, regardless of whether Agency provides EGI with written authorization to do so, shall bear all risk of loss and liability associated with such transmission or access. In addition, Agency shall defend, hold harmless, and indemnify (to the extent permitted by law) EGI from any claims resulting from the third party's access or use of the Data.

3.2 Agency acknowledges the inherent risks associated with conducting business over a public medium like telephone lines, wireless networks and the internet. EGI will use reasonable commercial efforts to protect the security of Data transmitted by Agency, but does not guarantee the ultimate security of that Data.

4. **Limited Warranty.** Each party represents and warrants that it has the corporate authority to enter into and perform under the Agreement, without violation of any of its obligations to third parties. EGI warrants to Agency that it will provide the Products in accordance with this Agreement and the Specifications. In the event of a breach of the foregoing warranties or if there is a material failure of any Product to substantially comply with EGI's most current and applicable Specifications for that Product ("Defect") EGI shall use commercially reasonable efforts to, at its election and as its sole obligation under the Agreement (and as Agency's sole remedy), either: (i) repair or replace the Product so that it conforms to the corresponding Specifications; or (ii) terminate the Agreement and refund any pre-paid fees pertaining to that Product for the time period following the Defect. EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, EGI DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES ON THE EGI PRODUCT AND ANY OTHER SERVICES FURNISHED HEREUNDER, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Agency is fully responsible, and EGI will have no liability or responsibility hereunder, for claims beyond EGI's above warranty obligation to Agency or any payment fraud or other risk decisions made by Agency.

5. **Disclaimer.** Agency shall independently verify that all Products purchased satisfy its needs and requirements. Use of any Product presents risk of errors, omissions, delays and losses, including the inadvertent loss or misstatement of Data. Agency is solely responsible for all results achieved through use of the Products. Under no circumstances shall EGI be liable for a Defect or any loss, claim, demand, penalty, action, cause of action, suit, obligation, liability, damage, delay, cost, expense or attorney's fees, (collectively "Losses"), caused, directly or indirectly, in whole or in part, by: (i) Agency; (ii) a third party; (iii) abuse, misuse, alteration or use of a Product outside of EGI's most current Specifications; (iv) incorrect or incomplete Data; (v) software, hardware or systems not supplied by EGI; or (vi) any other failure not directly attributable to EGI. In the event Agency requests assistance or advice from EGI, Agency shall be solely liable for any and all consequences resulting from that assistance or advice. EXCEPT AS SPECIFICALLY STATED IN THE AGREEMENT, ALL SERVICES ARE PROVIDED "AS IS", AND ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF QUALITY, FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY, CONTINUOUS USE, DESIGN, PERFORMANCE OR ERROR-FREE OPERATION, ARE DISCLAIMED IN THEIR ENTIRETY.

6. **Third Party Services.** As an accommodation to Agency, EGI may permit access to or interconnection with a product or service provided by a third party (each, a "Third Party Service"). Third Party Services are not provided by EGI, and Agency may be required to enter into independent agreements for those products directly with the

third party provider. As a result, Agency releases and forever discharges EGI from any liability whatsoever associated with, or arising out of, any Third Party Service. EGI may: (i) bill Agency for use of a Third Party Service; and/or (ii) collect amounts owed in connection with a Third Party Service.

7. **Employee Skills.** Agency is ultimately responsible for the successful operation of all Products. Consequently, Agency must employ individuals with sufficient experience and technical expertise to properly operate and maintain Products. Agency shall be solely responsible for ensuring that its employees and other representatives comply with all rules and procedures set forth in any training manual or other document, guide or literature available from EGI, including those that pertain to participation in an electronic funds network or card association.

8. **Confidentiality and Privacy.** Each party shall treat information received from the other party that is designated as confidential ("Confidential Information") as a trade secret and strictly confidential. EGI designates the Products and all information and documentation relating to any Product, together with the financial terms of the Agreement, as its Confidential Information. Agency designates its nonpublic personal information (NPI) as confidential. Each party shall: (i) restrict disclosure of the other party's Confidential Information to employees and agents solely on a "need to know" basis in order to perform obligations and/or exercise rights under the Agreement; (ii) advise its employees and agents of their confidentiality obligations; (iii) use the same degree of care to protect the other party's Confidential Information as it uses to safeguard its own Confidential Information of similar import; and (iv) notify the other party of any unauthorized possession or use of its Confidential Information as soon as possible upon receiving notice of same. Notwithstanding the foregoing, neither party shall be obligated to preserve the confidentiality of any information that: (a) was previously known; (b) is a matter of public knowledge; (c) was or is independently developed; (d) is released for disclosure with written consent; or (e) is received from a third party to whom the information was disclosed without restriction. Disclosure of Confidential Information shall not be precluded if the disclosure is: (1) required by law; or (2) is in response to a valid order of a U.S. court or other governmental body, provided the receiving party gives written notice to the providing party and makes a reasonable effort to obtain a protective order requiring the information to be used only for the purpose set forth in the original order. EGI may use the information it receives from Agency relating to transactions for any of its products or services so long as it complies with its obligations as a third party service provider with respect to NPI under the Gramm-Leach-Bliley Act (Pub. L. 106-102). Upon termination of the Agreement for any reason: (x) Agency shall either return or destroy all of EGI's Confidential Information relating to the corresponding Product; and (y) EGI shall destroy any Agency Confidential Information received as a consequence of the Product unless, prior to such termination, Agency furnishes EGI with written instructions for the disposition of such items and pays any associated fees.

9. **Marketing.** EGI has marketed and will continue to market the Products, as well as products and services that may be similar to those offered to Agency, to multiple agencies. EGI shall have the right to include Agency's name or logo in a general listing of users of its products and services.

10. **Relationship.** EGI is an independent contractor. Neither EGI nor any of its representatives are employees, partners or joint ventures of Agency. EGI has the sole obligation to supervise, manage, contract and direct the performance of its obligations under the Agreement. EGI reserves the right to determine who will be assigned to perform its obligations, and to make replacements or reassignments as it deems appropriate.

11. **Intellectual Property.** Agency is not acquiring any copyright, trade secret, patent or other intellectual property right in the Products, or in any related data, software, design, code, program or other item provided or owned by EGI, and EGI shall own all such rights exclusively. Agency shall not alter, obscure or revise any proprietary,

restrictive, trademark or copyright notice included with, or affixed or displayed by a Product. EGI will retain all intellectual property rights relating to the Products and Specifications, including all improvements, modifications, translations and derivative works thereof ("EGI IP"). To the extent Agency obtains any right, title or interest in or to any EGI IP, Agency hereby assigns to EGI all right, title and interest in and to such EGI IP. Agency will not, and will not permit any third party to: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Products and Specifications; remove any proprietary notices from any portion of the Products and Specifications; modify, translate, or create derivative works based on Products and Specifications, except with the prior written approval of EGI; use the Products for any purpose other than for its internal business purposes; or use the Products other than in accordance with the Agreement and in compliance with all applicable laws and regulations. Agency may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("Feedback") to EGI with respect to the Products. EGI will have full discretion to determine whether or not to proceed with the development of the requested enhancements, new features or functionality, and will have the full, unencumbered right to copy, distribute, transmit, display, perform, create derivative works of, use and otherwise fully exploit the Feedback in connection with its products and services.

12. **Indemnification.**

12.1 Agency shall indemnify, hold harmless and defend, to the extent legally permissible, EGI and its officers, employees, directors and shareholders, in their individual capacities or otherwise, from and against any and all claims, costs, or allegations ("Losses") associated with third party claims arising out of: (i) Agency's acts or omissions; (ii) Agency's use of Products or Third Party Services; (iii) inaccurate or incomplete Data; (iv) Agency's failure to comply with applicable laws, regulations, or rules; (v) Agency's failure to comply with the terms of any Third Party Service agreement; (vi) any claim of infringement of intellectual property rights; and (vii) any other third party claims, actions or suits. (viii) any action that asserts violation of any provision of the Bank Secrecy Act (BSA) regarding disclosure of private information.

12.2 Provided that Agency is in compliance with the terms of the Agreement and subject to other limitations of the Agreement, EGI shall indemnify, defend and hold harmless Agency, and its officers, employees, directors and shareholders, in their individual capacities or otherwise, from and against any and all Losses associated with third party claims arising out of: (i) EGI's gross negligence or willful misconduct resulting in personal injury or property damage; (ii) EGI's failure to comply with laws or rules applicable to third party providers' use of the Product; or (iii) any claim that a Product infringes a registered U.S. patent or copyright. Notwithstanding the foregoing, EGI will have no obligation or otherwise with respect to any infringement or misappropriation claims based upon (i) any use of the Products not in accordance to the Agreement or for purposes not authorized by EGI; (ii) any use of the Products in combination with other products, equipment, software, services, or other materials not provided by EGI; (iii) any use of the Products that do not incorporate all corrections and modifications made available by EGI to Agency; (iv) any modification of the Products made by any person other than EGI. If a claim of infringement of a registered U.S. patent or copyright has been asserted, or in EGI's opinion is about to be asserted, EGI may, at its option either: (1) procure for Agency the right to continue using the Product; (2) replace or modify the Product so that it becomes non-infringing; (3) terminate the Agreement, or applicable Product; or (4) fight such action and pay any costs, damages or settlements finally paid by Agency

12.3 The obligation to provide indemnification under this section is contingent upon: (i) the indemnified party promptly notifying the indemnifying party in writing of any claim; (ii) the indemnifying party having sole control over the defense and settlement of the claim; (iii) the indemnified party reasonably cooperating during defense and settlement efforts; and (iv) the claim not arising, in whole or in part, out of the actions of the indemnified party.

13. **Limitation of Liability.** Under no circumstances shall EGI be liable for any Losses that are not brought to its attention by Agency in writing within thirty (30) days of the earlier of: (i) the date of actual discovery; or (ii) the date they should have been discovered through the exercise of reasonable diligence. No claim arising out of the Agreement may be asserted by Agency more than one (1) year following the date it was discovered or should have been discovered through the exercise of reasonable diligence. EGI's total liability is limited in all cases, in the aggregate, to the amount of fees actually paid by Agency and retained by EGI for the corresponding Product during the three (3) months preceding the first such claim. EGI shall not be liable for any indirect, incidental, consequential, special, delay or punitive damages whatsoever (including any damages for loss of business profits, business interruption, loss of information or other pecuniary loss) arising out of the Agreement, even if EGI was advised of the possibility of such damage.

14. **Termination and Additional Remedies.**

14.1 In addition to any other available remedies, either party may terminate the Agreement on thirty (30) days advance written notice if the other party: (i) fails to cure a material breach within thirty (30) days of receiving written notice to do so; (ii) is the subject of a dissolution, reorganization, insolvency, moratorium or bankruptcy action that is not dismissed within thirty (30) days of being filed; (iii) suffers the appointment of a receiver, conservator or trustee; (iv) makes a general assignment for the benefit of creditors; (v) commits any act relating to the Agreement with the intent to defraud the other party; (vi) discontinues performance of the Agreement because of a binding order of a court or regulatory body; or ; or (vii) in the event sufficient funds are not budgeted and appropriated by Department. The foregoing termination right expires if the notice of termination is not made within thirty (30) days of the event that gave rise to the termination right.

14.2 In addition to the termination rights provided above, the Agreement is terminable by EGI if in EGI's reasonable belief: (i) Agency fails to utilize the Product in a lawful manner; (ii) Agency uses the Product for a purpose or in any fashion that is inconsistent with the express provisions of the Agreement; or (iii) in the event sufficient funds are not budgeted and appropriated by Agency.

14.3 Specifically Removed

14.4 Due to the likelihood of irreparable injury, each party shall be entitled to an injunction prohibiting any breach of the confidentiality and intellectual property obligations of the Agreement by the other party.

15. **Miscellaneous.**

15.1 Agency shall not assign, subrogate or transfer any interest, obligation or right under the Agreement without prior written consent from EGI. Any dissolution, merger, consolidation, reorganization, sale or transfer of a majority of the assets or stock of Agency shall constitute an attempted assignment of the Agreement and be void from its inception. Subject to the foregoing, the Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

15.2 Agency submits to the jurisdiction of, and the Agreement shall be governed by the State and federal laws applicable in Texas. Venue for any action, claim or controversy arising out of the Agreement shall be in a state court of competent jurisdiction over Tarrant County, Texas. The prevailing party in any such action shall be entitled to its reasonable attorney's fees, costs and expenses.

15.3 Neither party shall have waived its rights under the Agreement absent a specific writing to that effect signed by the party to be charged. No waiver of a breach shall constitute a waiver of any prior or subsequent breach.

15.4 EGI shall not be liable for any loss, damage or failure due to causes beyond its control, including nuclear detonations, strikes, riots, earthquakes, epidemics, terrorist actions, wars, fires, floods, weather, power failure, telecommunications interruption, the failure or closure of a financial institution, acts of God or any other failure, interruption or error not directly caused, or reasonably anticipated, by EGI.

15.5 The headings that appear in the Agreement are inserted for convenience only and do not limit or extend its scope.

15.6 Each party, and each person signing on behalf of a party, represents and warrants that it has full legal authority to enter into and perform the obligations of the Agreement without any additional consent or approval.

15.7 Specifically Removed

15.8 The Agreement shall not be construed more strongly against either party, regardless of who is more responsible for its preparation.

15.9 If there is a conflict between the Agreement and any present or future law, the part of the Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.

15.10 All notices given in connection with the Agreement must be in writing and shall be deemed received forty-eight (48) hours after deposit in the mail, postage prepaid, or if given by other means, upon actual receipt. Notices shall be delivered to the appropriate party at its address set forth in the Agreement, or, in the alternative, in the case of notices to Agency, the same address as invoices.

15.11 All fees, expenses and other amounts charged under the Agreement are stated and invoiced net of applicable taxes and similar charges. Agency shall be solely responsible for any taxes or similar charges arising out of the Agreement, excluding EGI's income taxes. Agency shall also be solely responsible for assessing and remitting payment of such items to the appropriate authorities. If EGI is ever required by law to collect a tax or similar charge from Agency, or if Agency is ever required by law to withhold such an amount from any payment due to EGI, the invoice shall be grossed-up as necessary to net EGI the original fee, expense or other amount, and Agency shall pay the grossed-up amount within the time prescribed for the payment of fees.

15.12 Agency shall pay EGI a late fee equal to the lesser of one and one-half percent (1½%) per month or the maximum allowed by law, for any amount remaining unpaid for more than ten (10) days after becoming due. EGI shall have the right to utilize any amounts owed to Agency to pay or reimburse EGI for any amounts owed by Agency

15.13 Except as otherwise indicated, the Agreement may only be modified by written agreement of the parties. Sections 4, 5, 8, 11 thru 15 shall survive any termination of the Agreement.

15.14 **NONDISCRIMINATION:** EGI 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.

15.15 **E-VERIFY:** Pursuant to I.C. § 22-5-1.7 et seq., as the same may be amended from time to time, and as is incorporated herein by this reference (the "Indiana E-Verify Law"), EGI 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 A, affirming that it is enrolled and participating in the E-verify program and does not knowingly employ unauthorized aliens. In support of the Affidavit, EGI shall provide the City with documentation indicating that it has enrolled and is participating in the E-Verify program. Should EGI 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 EGI 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.

15.16 DEBARMENT AND SUSPENSION. EGI 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.

EGI 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. EGI 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.

EXHIBIT A

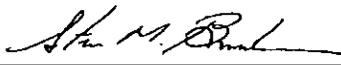
AFFIDAVIT

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

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

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 15th day of July, 2020.



Printed: Steven Beckerman

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



Printed: Steven Beckerman

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

104177

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
8/4/2020			372053	
ERAD GROUP, LLC VENDOR 8528 DAVIS BLVD SUITE 134-343 FORT WORTH, TX 76182 -		Carmel Police Department SHIP TO 3 Civic Square Carmel, IN 46032- Don Kirch		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
48750				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1110 Fund: 101 General Fund

Account: 43-515.02

1 Each	ERAD Recovery system package	\$1,500.00	\$1,500.00
		Sub Total	\$1,500.00



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

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$1,500.00

SHIPPING INSTRUCTIONS

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

PAYMENT

\$1,500.00

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

Jim Barlow

ORDERED BY

Jim Barlow
Chief

TITLE

CONTROLLER

CONTROL NO. 104177

CARMEL UTILITIES REIMBURSEMENT AGREEMENT

18-128P Central Park
Carmel Utilities
Reimbursement Agreement
8-03-2020
Doug Signed

Agreement Amount \$35,000

Work Description: Water Main

Road: 111th and Central Park Dr.

Relocation Project No.: 20-06

County: Hamilton

APPROVED
By Jon Oberlander at 3:07 pm, Aug 06, 2020

THIS AGREEMENT, made and entered into this 3rd day of August, 2020, by and between

Carmel Utilities
30 W. Main St Suite 220
Carmel, IN 46032

(hereinafter referred to as the "Utility"), by and through the Board of Public Works and Safety (the "Board") of the City of Carmel, Indiana (the "City") and

Clay Township of Hamilton County, Indiana
10701 College Avenue
Indianapolis, IN 46280

acting by and through its appropriate elected officials, (hereinafter referred to as the "Township").

WITNESSETH:

WHEREAS, the City and the TOWNSHIP entered into a Project Agreement dated June 19, 2019 (the "Project Agreement") by which the TOWNSHIP agreed to construct certain infrastructure projects for the benefit of the City and the public;

WHEREAS, pursuant to the Project Agreement, the TOWNSHIP desires to improve the above referenced road on behalf of the City and has determined that the construction designated by the above project number (hereinafter referred to as the "Project") is necessary for the improvement of the roadway pursuant to the Project Agreement;

WHEREAS, the Project will require certain adjustments, removals, alterations and/or relocations of the existing facilities of the Utility as shown on the plan marked Exhibit "A", attached hereto and incorporated by reference;

WHEREAS, it is in the best interests of the City, the Utility and the TOWNSHIP, for the necessary utility adjustments, removals, alterations and/or relocations of the Utility's existing facilities as shown on Exhibit "A" to be made by a contractor paid under the contract let by the TOWNSHIP for the Project, with the costs of such relocation being repaid by the Utility.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL AGREEMENTS AND COVENANTS HEREIN CONTAINED (THE

ADEQUACY OF WHICH CONSIDERATION AS TO EACH OF THE PARTIES TO THIS AGREEMENT IS HEREBY MUTUALLY ACKNOWLEDGED), AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED AND INTENDING TO BE LEGALLY BOUND, THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

SECTION 1 – PREPARATION OF RELOCATION PLANS

The Utility shall prepare, or cause to be prepared, all plans, specifications and a preliminary itemized cost estimate, for relocation of the Utility's facilities that need to be relocated in order to construct the Project. The construction contract will require the contractor which is awarded the contract for the Project (the "Contractor"), to list the City as an additional named insured. In addition, the construction contract will provide that the City is a third-party beneficiary with respect to the relocation work. No changes to the plans or specifications for relocation of the Utility's facilities shall be made without the written approval of the Utility. TOWNSHIP will prepare the final engineer's estimate for the construction contract, listing the relocation work as a separate item.

SECTION 2 – AWARDING OF CONSTRUCTION CONTRACT

TOWNSHIP will include the plans and specifications for relocation of the Utility's facilities as prepared and provided by the Utility in the plans and specifications for the Project. Upon receipt of an acceptable bid in accordance with State law, TOWNSHIP will award a contract for construction of the Project, including the plans and specifications for relocation of the Utility's facilities. The Utility agrees to have the Contractor relocate the Utility's facilities in accordance with the plans and specifications.

SECTION 3 – CONSTRUCTION TESTING AND INSPECTION

The TOWNSHIP will provide, or cause to provide, construction inspection and testing services to monitor the Contractor's relocation of the Utility's facilities. The Utility may inspect, at its own cost, the relocation of the Utility's facilities. The Utility shall advise the TOWNSHIP in a timely manner, in writing, of any deficiencies that are observed. At its own cost, the Utility shall oversee the Contractor during the chlorination and disinfection of the new, relocated water main, including obtaining the necessary water samples prior to the water main being put back into service. Prior to the TOWNSHIP's final acceptance of the Project, the Utility shall make an inspection of the Utility's relocation work and advise the TOWNSHIP in writing of the Utility's acceptance thereof. Such acceptance shall not be unreasonably withheld.

SECTION 4 – SUBORDINATION OF RIGHTS

The Utility's existing facilities are located on public right-of-way. If such facilities are located on property other than public right-of-way and the Utility either has an easement thereon or a continuing right to maintain the facilities in that location, the Utility, for and in consideration of this Agreement, shall subordinate the Utility's rights herein to those of the TOWNSHIP in the roadway right-of-way by executing an individual subordination agreement. The Utility, the City and the TOWNSHIP acknowledge that pursuant to the Project Agreement, all right-of-way obtained for the Project shall be transferred to the City prior to or upon completion of the Project.

SECTION 5 – REIMBURSEMENT

- (a) 0 % of the cost to design and prepare construction plans, specifications and preliminary itemized cost estimates for relocation of the Utility's facilities shall be borne by the TOWNSHIP.
- (b) 100% of the cost to provide testing and inspection services for relocation of the Utility's facilities shall be borne by the TOWNSHIP without reimbursement.
- (c) 100 % of the actual cost of relocating the Utility's facilities shall be included in the payment made to the Contractor by the TOWNSHIP which costs are estimated in Exhibit "B", attached hereto and incorporated by reference.

The actual cost of relocation of the Utility's facilities provided for in Section 5(c) shall equal the amount paid to the Contractor based upon the actual units of work performed at the unit prices set out in the Contractor's itemized proposal or in change orders. The estimated cost of relocation is \$35,000.00 is shown in Exhibit "B," which includes an itemized estimate of all anticipated costs, including but not limited to, materials, labor, and equipment costs. The Utility will reimburse to the Township 100% of the actual costs of relocating the Utility's facilities as provided in Section 8 below. The Utility has sufficient appropriations in its current budget to reimburse the foregoing amount to the Township as required by this Agreement.

SECTION 6 – COMPLETION OF PROJECT

Upon final acceptance of the Project by the Township, the Utility shall be fully responsible for all maintenance, repair, warranty claims and/or reconstruction of the Utility's facilities and the Township shall have no further obligation related thereto.

SECTION 7 – WAIVER

The Utility waives any claim, demand, or expectation it may have in the future against the TOWNSHIP based upon any willful or negligent act, omission and/or commission by the Contractor performing the relocation of the Utility's facilities.

SECTION 8 – PAYMENTS

Upon completion of the work and receipt of an itemized invoice for costs incurred by the TOWNSHIP, the Utility shall pay the TOWNSHIP within thirty five (35) days a sum equal to one hundred percent (100%) of the Utility's share of the bid price for the costs of relocating the Utility's facilities as stated above in Section 5, plus the amount of any applicable Change Orders.

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8. Payment will be made by electronic funds transfer to the financial institution designated by the Utility in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Agreement except as permitted by IC 4-13-2-20

SECTION 9 – BINDING UPON SUCCESSORS OR ASSIGNS

This Agreement shall be binding upon the parties and their successors and assigns.

SECTION 10 – GENERAL LIABILITY PROVISIONS

The Utility for itself, its employees, agents and representatives, shall indemnify, protect and save harmless the TOWNSHIP from and against any and all legal liabilities and other expenses, claims, cost, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property (hereafter "Claim"), arising out of intentional tortious acts or whether due in whole or in part to the grossly negligent acts or omissions of the Utility, its employees or agents or contractors, in relation to or in connection with any work performed or to be performed pursuant to this Agreement, provided however, that where the TOWNSHIP has been found liable by a court, tribunal or governing body entitled to make such a determination of intentional tortious acts and/or negligence with respect to the occurrence or occurrences giving rise to the Claim, the Utility shall have no duty to indemnify, protect, or save harmless the TOWNSHIP.

The TOWNSHIP for itself, its employees, agents and representatives, shall indemnify, protect and save harmless the Utility from and against any and all legal liabilities and other expenses, claims, cost, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property (hereafter "Claim"), arising out of intentional tortious acts or whether due in whole or in part to the grossly negligent acts or omissions of the TOWNSHIP, its employees or agents or contractors, in relation to or in connection with any work performed or to be performed pursuant to this Agreement, provided however, that where the Utility has been found liable by a court, tribunal or governing body entitled to make such a determination of intentional tortious acts and/or negligence with respect to the occurrence or occurrences giving rise to the Claim, the TOWNSHIP shall have no duty to indemnify, protect, or save harmless the Utility.

SECTION 11 – SUPPLEMENT TO PROJECT AGREEMENT

The City and the TOWNSHIP acknowledge that this Agreement is supplemental and an amendment to the Project Agreement, and except as modified herein, the Project Agreement is ratified and confirmed in every way.

IN WITNESS WHEREOF the parties hereto separately and severally have caused this instrument to be executed in their respective names by and through their duly authorized officers.

[Signature Pages Follow]

Signature Page of Clay Township to the Carmel Utilities Reimbursement Agreement:

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

ATTEST:

James Brainard, Mayor

Sue Wolfgang, Clerk

Mary Ann Burke, Member

Lori S. Watson, Member

Signature Page of Clay Township to the Carmel Utilities Reimbursement Agreement:

CLAY TOWNSHIP OF HAMILTON
COUNTY, INDIANA

BY: 

Doug Callahan, Trustee

EXHIBIT B

111th Central Park RAB CWU Engineers Estimate

CONTRACT ITEMS AND UNIT PRICES

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" Ductile Iron Water Main	130	LFT	\$ 100.00	\$ 13,000.00
2	16 x 12 Stainless Tapping Saddle & 12 Tapping Valve	1	EA	\$ 7,000.00	\$ 7,000.00
3	Complete Hydrant Assembly	1	EA	\$ 6,000.00	\$ 6,000.00
4	12" Connection	1	EA	\$ 5,000.00	\$ 5,000.00
5	12" MJ Plug @ existing 16" x 12" Tee	1	EA	\$ 3,000.00	\$ 3,000.00
6	Adjust Valve To Grade	2	EA	\$ 500.00	\$ 1,000.00
				TOTAL ENGINEERS ESTIMATE	\$ 35,000.00

NOTE: All pipeline material shall conform to Carmel Material Standards.

HAMILTON/BOONE COUNTY DRUG TASK FORCE INTERLOCAL AGREEMENT

APPROVED
By Jon Oberlander at 8:08 am, Aug 11, 2020

The City of Carmel, Indiana, The City of Fishers, Indiana, the City of Lebanon, Indiana, the Town of Zionsville, Indiana, the County of Hamilton, Indiana and the Prosecutors of Hamilton and Boone Counties, Indiana enter into this Interlocal Agreement (“Agreement”) on the date on which the last of the parties execute this Agreement (the “Effective Date”).

WHEREAS, IC 36-1-7, ET SEQ., provides for the adoption of Interlocal Agreements between political subdivisions of the state; and

WHEREAS, partial grant funds have been made available for a multi-county drug task force (“Task Force”), to be made up of participating political subdivisions with a common goal to coordinate efforts to investigate, prosecute and eradicate illicit drug operations in Hamilton, Boone and surrounding counties in the State of Indiana;

NOW, THEREFORE, be it resolved by the participating political subdivisions as follows:

TERMS AND CONDITIONS

A. **INCORPORATION**: The foregoing recitals are hereby incorporated in this agreement and made a part thereof.

B. **PARTICIPATING POLITICAL SUBDIVISIONS**: As of the Effective Date this Interlocal Agreement (the “Agreement”) shall be in effect for its term (defined below) and any extension thereof, between the following political subdivisions (the “Member Agencies”):

1. City of Carmel, Indiana; and
2. City of Fishers, Indiana; and
3. City of Lebanon, Indiana; and
4. Town of Zionsville, Indiana; and
5. Hamilton County Sherriff’s Office, Indiana; and
6. Prosecutor of Hamilton County, Indiana; and
7. Prosecutor of Boone County, Indiana

C. **JOINT SUPERVISORY BOARD**: The chief law enforcement officer of each Member Agency (or his/her designee) shall serve on a Joint Supervisory Board (the “Board”) of the Hamilton/Boone County Drug Task Force so that each member agency is represented by one (1) person. The Board shall be responsible for the operations and activities of the Task Force. The Board shall meet on a regular basis for the purpose of overseeing the operations and activities of the Task Force. At least one (1) meeting shall be held during a calendar year at a location mutually agreeable to the members of the Board. A quorum of the Board exists when at least any four (4) of its Board Members are present for a noticed meeting. Each member agency shall have one vote in the conduct of the Task Force business. Only the Board may review or amend by written resolution the terms of this Agreement.

The Board shall adopt bylaws by which to govern its procedures and its membership.

D. PROJECT DIRECTOR: The commanding officer of the Task Force (the "Project Director") shall be nominated by the Chief of the Carmel Police Department with the majority approval of the Board. The Project Director will work under the direction and guidance of the Board and submit to the Board an annual report. Such report shall include all information necessary to appraise the Member Agencies of the activities and accomplishments of the Task Force, providing that all necessary precautions have been taken by the Project Director to maintain security and to preserve and protect confidential information and sources. Other responsibilities of the Project Director are listed in Exhibit "1".

E. TASK FORCE INVESTIGATORS: Each Member Agency shall, through the chief law enforcement officer, select a person or persons for participation in the Task Force (the "Task Force Investigators") subject to the approval of the Project Director.

F. TERM OF AGREEMENT: This Agreement shall be in full force and effect from the Effective Date until such time as the parties may give written notice of termination pursuant to the terms of this Agreement or as other provided.

G. PURPOSE: To create and maintain a multi-agency investigative Task Force directed at the investigation and prosecution of crimes involving drugs, controlled substances and other related crimes. In addition, the Task Force investigators may be utilized by Member Agencies upon request to the Project Director or his/her designee when the expertise of the Task Force is deemed necessary in the furtherance of other investigations.

H. FUNDING: Funding for the Task Force is to be administered by the City of Carmel, Indiana, through the Office of the Clerk-Treasurer of the City of Carmel, Indiana, in accordance with procedures provided by the Indiana State Board of Accounts and applicable statutes. There is further established an account which shall be designated the Law Enforcement Aid Fund Earned Income Account. Into this account shall be deposited any monies obtained by the Task Force through confiscation, forfeiture, RICO, or any other monies obtained from grant funds, funds for operating expenses or funds generated from the activities of the Task Force. All equipment purchased with these monies will be maintained by the Carmel Police Department as Administrator of the fund and will be available to those Member Agencies who participate in the Task Force. Nothing in this Agreement shall prohibit the exchange of equipment, supplies, or services between the participants as allowed by IC 36-1-7-12.

I. ALLOCATION OF FUNDING: Federal grant money shall be allocated to the law enforcement agencies of the Member Agencies in those amounts specified in the Federal Grant, if applicable.

J. J. CIVIL LIABILITY: Each participating agency shall provide legal representation and assume liability for the actions of its assigned personnel under or in connection with their Hamilton/Boone County Drug Task Force duties. Each participating agency assumes all liability for any and all injuries and property caused by, resulting from, or arising out of any act or omission on the part of their assigned personnel under or in connection with their Hamilton/Boone County Drug Task Force duties. Legal representation and assumption of liability shall include all tort claims, lawsuits and all civil actions against participating agencies for acts occurring during the course of Hamilton/Boone County Drug Task Force duties. Pursuant to IC 36-1-7-7 visiting law enforcement officers have the same powers and duties as corresponding personnel of the entities they visit, but only for the period they are engaged in activities authorized by the entity they are visiting, and are subject to the law as if

they were providing services within their own jurisdiction. Each participating agency agrees to hold harmless and indemnify each other from and against any and all losses, an expense which they or either of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such damages described above. A Member Agency providing visiting personnel remains responsible for the conduct of its personnel, for the medical expenses, and for worker's compensation.

K. VEHICLE INSURANCE: Each participating agency agrees to provide vehicle insurance for their assigned personnel for any and all vehicles that their members may operate. Each participating agency agrees by entering into this agreement to maintain a copy of their agencies declaration of insurance which clearly outlines the required coverages listed above. It is the responsibility of the officer to update their department on the particulars of the vehicle they are driving. Subsequently, any damages, deductibles and/or repairs to vehicles, leased or otherwise, will be handled through that officer's home department. Any loss or damage to the officer's personal property will be handled by the officer's home department and subject to the terms of their department.

Vehicles that have been seized for forfeiture will be placed into storage and the Hamilton/Boone County Drug Task Force will provide insurance during the time they are stored.

L. LIAISON PARTICIPATION: Nonmember agencies which provide person(s) to participate on the Task Force on a liaison level (the "Liaison Personnel") shall not be represented on the Board and shall have no voting rights. The Board may allocate certain monies to cover expenses for overtime payments to Liaison Personnel involved in Task Force investigations.

M. TERMINATION OF PARTICIPATION: Any Member Agency may terminate its participation by providing written notice to all other Member Agencies no later than ninety (90) days prior to its withdrawal from the Task force. Any monies due shall be paid within the ninety (90) day period from the end of the period. Those monies allocated to the withdrawing Member Agency which are unspent shall become available to the remaining Member Agencies as determined by the Board. In the event a Member Agency withdraws from this Agreement, the Remaining Member Agencies shall be entitled to the return of any equipment, supplies, etc., which were provided to the withdrawn Member Agency by the Task Force.

N. DISSOLUTION OF TASK FORCE: In the event the Task Force ceases operation at any time, then any monies remaining in the possession of the Task Force, after settlement of all Task Force financial obligations, shall be allocated among the member agencies in a proportionate ratio based upon the number of Task Force investigators, support staff and liaison personnel that Member Agency provided to the Task Force. (I.E., if the Task Force consists of 10 Member agencies at the time it ceases operations and one Agency provided two Task Force investigators 100 percent of the time, that Agency would be entitled to 2/10 or 1/5 of the value of the remaining monies.)

O. ADDITIONAL PARTICIPANTS: Member Agencies may be added under the terms hereof if unanimously approved by the existing Supervisory Board.

P. DISPUTES: All disputes between Member Agencies arising from the operations and activities of the Task Force shall be settled by a majority vote of the Board or as otherwise set forth herein.

Q. MISCELLANEOUS:

1. This Agreement shall be interpreted under the laws of the State of Indiana and the parties hereto agree that the Circuit or Superior Courts of Hamilton County shall be the proper court of jurisdiction and venue to resolve any disputes not resolved by the Board.

2. In the event any provision of the Agreement is determined by a court of competent jurisdiction to be unenforceable, the same shall not prevent or affect the enforceability of the remaining provisions of the Agreement.

IN WITNESS WHEREOF, THE MEMBER AGENCIES APPROVE THIS AGREEMENT
PURSUANT TO THEIR ATTACHED ENDORSEMENTS:

City of Fishers, Indiana:

Approved By: 
Chief Law Enforcement Officer

Date: 7-1-2020

Updated: June 20, 2019

Voting For

Voting Against

Abstain

Keith Campbell
Keith Campbell

Keith Campbell

Keith Campbell

John Copeland
John Copeland

John Copeland

John Copeland

Sierra Messenger
Sierra Messenger

Sierra Messenger

Sierra Messenger

Mike Kincaid
Mike Kincaid

Mike Kincaid

Mike Kincaid

ABSENT
Morris Jones

Morris Jones

Morris Jones

Brent Wheat
Brent Wheat

Brent Wheat

Brent Wheat

Dick Robertson
Dick Robertson

Dick Robertson

Dick Robertson

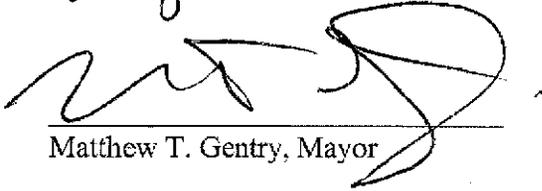
ATTEST:

Tonya Thayer
Tonya Thayer, Clerk-Treasurer

I hereby certify that the Interlocal Agreement was delivered to the Mayor of Lebanon on the 9th day of DECEMBER 2019, at 7:50 pm.

Tonya Thayer
Tonya Thayer, Clerk-Treasurer

I hereby APPROVE Interlocal Agreement
this 9 day of December, 2019, at
7:51 m.



Matthew T. Gentry, Mayor

I hereby VETO Interlocal Agreement this
_____ day of _____, 2019, at
____:____ m.

Matthew T. Gentry, Mayor

ATTEST:



Tonya Thayer, Clerk-Treasurer



ZIONSVILLE
TOWN OF ZIONSVILLE

1100 West Oak Street Zionsville, Indiana 46077

Mayor
317.873.5410
fax 873.8021

Town Council
317.873.5130

Deputy Mayor
317.873.5410
fax 873.8021

Finance & Records
317.873.5410
fax 873.8021

Police
317.873.3967
fax 873.8026

Fire
317.873.5358
fax 733.3022

Parks & Recreation
317.733.2273
fax 733.2275

Planning
317.873.9247
fax 873.8021

Town Court
317.873.8240
fax 873.8021

Street and
Stormwater
317.873.4544
fax 733.2275

Wastewater
317.873.2392
fax 873.8428
billing only
317.873.2469

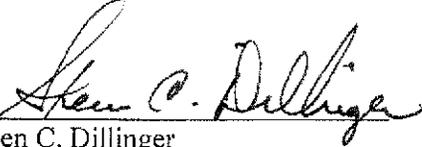
I, Timothy Haak, Mayor for the Town of Zionsville, Indiana hereby approve of the Hamilton/Boone County Drug Task Force Interlocal Agreement. (Attached hereto)

Dated this 6 day of September, 2019.

Timothy Haak, Mayor

Town of Zionsville, Indiana

Dated: 9/9/19



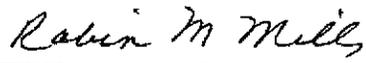
Steven C. Dillinger



Christine Altman

Mark Heirbrandt

ATTEST:



Robin Mills, Auditor

ALL OF WHICH IS AGREED by the Hamilton County Commissioners this 9 day
of September 2019.

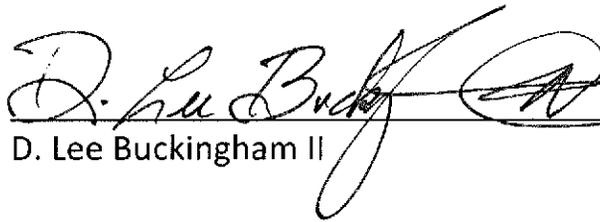
HAMILTON COUNTY COMMISSIONERS

Hamilton County Prosecuting Attorney

D. Lee Buckingham II

All of which is RESOLVED by the Prosecutor of Hamilton County, Indiana, that the Hamilton/Boone County Drug Task Force Interlocal Agreement is in all respects approved.

February 17, 2020
Date


D. Lee Buckingham II

Boone County Prosecuting Attorney
Kent T. Eastwood

All of which is RESOLVED by the Prosecutor of Boone County, Indiana, that the Drug Task Force Interlocal Agreement is in all respects approved.

Date: 8/27/19

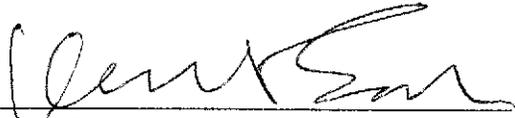

Kent T. Eastwood, Boone County Prosecutor

EXHIBIT "1"

RESPONSIBILITIES OF PROJECT DIRECTOR

- A. Supervision and regulation of Task Force personnel. Officers assigned to the unit shall be subject to the direct supervision and control of the Project Director.
- B. The principle liaison between the Task Force and outside agencies.
- C. Responsible for maintenance and upkeep of Task Force property, equipment and office space.
- D. Maintain regular liaison with the Supervisory Board.
- E. Establish and maintain a training program for Task Force officers.
- F. Ensure officers understand and comply with Task Force policies and procedures.
- G. Ensure that policies and procedures are updated and revised in accordance with Indiana law.
- H. Maintain accountability of all Task Force funds, expenses and ensure prompt payment of all claims.
- I. Responsible for the maintenance and review of all confidential informant files.

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: _____

Form 9-1366
(May 2018)

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

Customer #: 6000001344
Agreement #: 20NFJFA00000005
Project #: NF00GWQ
TIN #: 35-6000972

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2020 by the U.S. GEOLOGICAL SURVEY, OKI Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Carmel party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation the operation and maintenance of the Williams Creek (03351072) streamgage near 96th Street, Indianapolis, IN (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

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

- (a) \$0 by the party of the first part during the period October 1, 2020 to September 30, 2021
- (b) \$4,500 by the party of the second part during the period October 1, 2020 to September 30, 2021
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

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

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

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

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

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

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

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

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

Customer #: 6000001344
Agreement #: 20NFJFA00000005
Project #: NF00GWQ
TIN #: 35-6000972

9. Billing for this agreement will be rendered **annually**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

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

Customer Technical Point of Contact

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

USGS Billing Point of Contact

Name: Damon Williams
Budget Analyst
Address: 5957 Lakeside Blvd.
Indianapolis, IN 46278
Telephone: (317) 600-2774
Fax: (317) 290-3313
Email: dlwilliams@usgs.gov

Customer Billing Point of Contact

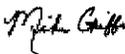
Name: ~~Kate Lustig~~ Laurie Slick
Office Administrator
Address: Carmel Engineering Department One
Civic Square
Carmel, IN 46032
Telephone: (317) 571-2432
Fax: (317) 571-2439
Email: klustig@carmel.in.gov
lslick@carmel.in.gov

U.S. Geological Survey
United States
Department of Interior

City of Carmel - Engineering

Signature

Signatures

By  Digitally signed by
MICHAEL GRIFFIN
Date: 2020.07.15
08:30:58 -0400 Date: 07/14/2020
Name: Michael Griffin
Title: Director

By  Date: 7/22/2020
Name: Jeremy Kashman
Title: City Engineer

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

City of Carmel - Engineering
Attachment for 21NFJFA00000005
10/1/2020 to 9/30/2021

SURFACE WATER

SITE NUMBER & DESCRIPTION	FUNDS	
	USGS	COOP TOTAL
03351072 WILLIAMS CREEK AT 96TH STREET, INDIANAPOLIS, IN Full Range Streamflow Station	\$4,500	\$4,500
	Total:	\$4,500 \$4,500
	GRAND TOTAL:	\$4,500 \$4,500

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: _____

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

104151

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
7/22/2020			364992	Williams Creek Streamgage - 2020-2021

UNITED STATES GEOLOGICAL SURVEY	City Engineering's Office
VENDOR PO BOX 6200-27	SHIP TO 1 Civic Square
PORTLAND, OR 97228--6200	Carmel, IN 46032-
	Laurie Slick

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
48435				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: **2200** Fund: **250** Storm Water

Account: **43-509.00**

1 Each	Maintenance of Streamflow Gaging Station	\$4,500.00	\$4,500.00
		Sub Total	\$4,500.00

Send Invoice To:
City Engineering's Office
Laurie Slick
1 Civic Square
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$4,500.00

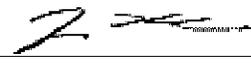
SHIPPING INSTRUCTIONS

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

PAYMENT

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

ORDERED BY



Jeremy Kashman
Director

TITLE

CONTROL NO. **104151**

CLERK-TREASURER

APPROVED

By Jon Oberlander at 1:49 pm, Aug 12, 2020



9330 Priority Way West Dr.
 Indianapolis, IN 46240
 Phone: 317-208-1700
 Toll Free: 877-796-6842
 Fax: 317-208-2202

**GOVERNMENT
 MUNICIPAL
 AGREEMENT**
 No: **29399**

Customer Legal Name City of Carmel		Customer Billing Address (If different)	
Address 3400 West 131 st Street		Address	
City Carmel	County Hamilton	City	County
State IN	Zip Code 46032	State	Zip Code
Location Contact: Dave Huffman	Phone 317-733-2001	Fax	Salesperson Joanne Hinkes

Tax ID# K-12 Other Municipal PO Number (if applicable):

CONTRACT DURATION / NUMBER OF VEHICLES

Term of Agreement: 48__ Mo.
 Total Number of Vehicles: 75__
 Tax Exempt: No Yes (Attach Certificate)

SILVERLINING SOFTWARE		EQUIPMENT LIST	
<input checked="" type="checkbox"/>	Core Track & Trace	TYPE	QTY
<input type="checkbox"/>	Comparative Analysis	LMU: 4G	4233 75
<input type="checkbox"/>	Time and Attendance		
<input checked="" type="checkbox"/>	Engine Diagnostics		
		Other: Sensor/Proximity Switch & install	18

Carrier: Synovia Verizon Sprint AT&T

Installation: Synovia Customer

SPECIAL INSTRUCTIONS:
Calamp/Synovia to install 75 hardwire 4G 4233 with engine diagnostics.
Calamp/Synovia to assist in installation of sensors for monitoring snowplows on 18 trucks.

RATE AND METHOD OF PAYMENT

Base Payment \$ 27.00 X	Number of Vehicles 57_ =	\$ 1,539.00__	<input checked="" type="checkbox"/> Monthly
Base Payment \$ 28.00 X	Number of Vehicles 18_ =	\$ 504.00__	<input type="checkbox"/> Quarterly
Base Payment \$ ____ X	Number of Vehicles ____ =	\$ _____	<input type="checkbox"/> Annually
Total Rental Payment		\$ 2,043.00__	<input type="checkbox"/> Check
Applicable Sales Tax		\$ N/A	<input type="checkbox"/> ACH
Total Monthly Rental Payment		\$ 2,043.00__	<input type="checkbox"/> Credit Card

PLEASE READ BEFORE SIGNING: THE CUSTOMER AGREES TO RENT FROM VENDOR THE EQUIPMENT LISTED ABOVE. THE CUSTOMER AGREES TO ALL TERMS AND CONDITIONS CONTAINED IN THIS RENTAL AGREEMENT. THE CUSTOMER AGREES THIS RENTAL AGREEMENT IS FOR THE RENTAL TERM INDICATED ABOVE AND CANNOT BE CANCELLED FOR ANY REASON, EXCEPT AS PROVIDED HEREIN.

AUTHORIZATION

Company Full Name (Please Print)			
Authorized Signature	Date	Authorized Representative of Synovia Solutions, LLC	
		<i>Jeff Gardner</i>	August 10, 2020
Authorized Signer's Printed Name	Title	Jeff Gardner	President and CEO

1. **OWNERSHIP OF EQUIPMENT.** Synovia Solutions, LLC (hereinafter referred to as "Vendor") is the sole owner and titleholder to the Equipment. The Equipment consists of the unit(s), all peripherals, and/or connections and supplies used for installation. This Agreement constitutes a lease or bailment and is not a sale or the creation of a security interest. Customer shall not have, or at any time acquire, any right, title or interest in the Equipment, except the right to possession and use as provided in this Agreement.
2. **RENT.** The Customer agrees to pay Vendor the rental payment when due. If any payment is more than thirty-five (35) days late, the Customer agrees to pay a late fee of one percent (1%) or Ten Dollars (\$10), whichever is greater, on the overdue amount. Vendor shall have the right to increase the rent upon renewal or extension of this Agreement. Vendor shall notify Customer of the rental increase forty-five (45) days before the expiration of the Initial Term.
3. **SYNSURANCE.** **During the term of this Agreement, Vendor warrants to provide to Customer at no cost the following: automatic quarterly updates with new features, map data, patches and hot fixes; 6 months of "bread crumb" data plus 2 years of reporting; proactive trouble shooting on a weekly basis; hardware script updates twice per year; uptime at 99% or Vendor will provide a credit for one days charge for the entire fleet; hardware warranty with replacements; 2% spares on site with spare replacement within 48 hours; first occurrence fix or Vendor will provide a credit for once days charge for the entire fleet.**
4. **TAXES AND FEES.** This is a net rental. Customer agrees to pay on or before their due dates, all sales taxes, use taxes, personal property taxes, and assessments or other direct taxes or governmental charges imposed on the property or leveled against or based on the amount of rent to be paid under the Agreement or assessed in connection with this Agreement, even if billed after the end of the rental period.
5. **CANCELATION.** Customer may cancel this agreement for convenience on the anniversary date of its fiscal year end by providing Vendor with a minimum of 60 days' written notice on Customer letterhead through the US Mail or express delivery. Customer must send notices to: Synovia Solutions/CalAmp, Attn: Customer Success, 9330 Priority Way West Drive, Indianapolis, IN 46240. Customer agrees that telephonic or email delivery of such notice does not constitute an authorized notice of intent to cancel to Vendor, and is not actionable. Notices received with less than 60 days' notice before the end of the fiscal year will not be valid for that fiscal year and will only be enforceable at the end of the next fiscal year. Regardless of such notice given, Customer will continue to make monthly payments until the equipment is delivered to Vendor at Customer's expense.
6. **LIABILITY AND INSURANCE.** The Customer is responsible for any losses or injuries caused by the Equipment. Customer assumes all risk and liability for the loss or damage to the Equipment or the injury to any person or property of another, and for all risks and liabilities arising from the use, operation, condition, possession or storage of the Equipment. The Customer must continue to make rental payments through the entire term of this Agreement and may not cancel this Agreement for any reason, even if the Equipment has been damaged or destroyed. Vendor is not responsible for any losses or injuries caused by the installation or use of the Equipment. The Customer promises to keep the Equipment fully insured against loss and maintain insurance that protects Vendor from liability for any damage or injury caused by the Equipment or its use. **This Synsurance Agreement specifically excludes damages or loss due to theft, vandalism, any use outside normal wear and tear, Acts of God, or other circumstances outside the control of Synovia. This agreement also excludes loss due to changes to cell phone providers, coverage area changes or other changes to cell phone or internet availability. Customer understands and accepts that the hardware devices are carrier specific and any changes to the carrier might results in non-performance of the hardware devices. Customer agrees that Synovia is not responsible for any loss or damage due to changes to the cell carrier provider.** IN NO EVENT SHALL VENDOR'S AGGREGATED LIABILITY TO THE CUSTOMER UNDER THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION OR THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY THE CUSTOMER TO VENDOR UNDER THIS AGREEMENT OVER THE PRIOR 12 MONTHS.
7. **USE, MAINTENANCE, AND CARE OF EQUIPMENT.** The Customer shall be entitled to the absolute right to the use, operation, possession, and control of the Equipment during the term of this Agreement, provided Customer is not in default of any provision of this Agreement. The Customer shall assume all obligation and liability with respect to the possession of the Equipment, and for its use and operation during the rental term. Customer agrees to reimburse Vendor in full for all damage to the Equipment arising from any misuse or negligent act by Customer, its employees, or its agents. **Except for the instance of misuse or negligence, Vendor assumes full responsibility for the performance of the hardware and software and any defective or non-functioning hardware (except wiring) will be replaced at no cost to the customer, provided the Customer is not in payment default. Customer acknowledges full cooperation in the RMA process outlined on the Support page of the Synovia Solutions website. Install Labor is not included.**
8. **LOCATION OF EQUIPMENT.** The Customer will allow Vendor or its agents to inspect the Equipment at any reasonable time where it is located. If the Equipment is not being properly maintained in the sole opinion of Vendor, Vendor shall have the right, but not the obligation, to have it repaired or maintained at a service facility at the expense of Customer.
9. **ASSIGNMENT.** The customer has no right to sell, transfer, encumber, sublet, or assign the Equipment or this Agreement. Vendor may sell, transfer, or assign this Agreement without the Customer's consent. In the event of assignment by Vendor, assignee shall have all the rights, powers, privileges, and remedies of Vendor set forth in this Agreement, but none of the obligations (including but not limited to service or maintenance obligations). Customer agrees not to raise any claim or defense against Vendor or such assignee arising out of this Agreement as a defense, counterclaim or offset to any action by assignee for the unpaid balance of payments due or to become due under this Agreement or the possession of the Equipment. Vendor shall assign to Customer all manufacturers, Vendor or supplier warranties applicable to the Equipment to enable Customer to obtain any warranty service available for the Equipment. Vendor appoints Customer as Vendor's attorney-in-fact for the purpose of enforcing any warranty. Any enforcement by Customer shall be at the expense of Customer and shall in no way render Vendor responsible to Customer for the performance of any warranties. This Agreement and each of its provisions shall be binding on and shall insure to the benefit of the respective heirs, devisees, executors, administrators, trustees, successors and assigns of the parties to the Agreement.
10. **DEFAULT.** If the Customer does not pay any amount when due or perform any obligation required under this Agreement, the Customer will be in default. If the Customer defaults, Vendor can demand that the Customer pay the remaining balance of the Agreement and return the Equipment at the Customer's expense. At Vendor's option, Vendor may repossess the Equipment. Customer waives any rights that Customer may have to notice before Vendor seizes any of the Equipment and waives any requirement that the Vendor post a bond in connection with such seizure or possession. In addition, if the Customer breaks any promise in this Agreement, Vendor can use any remedies available to Vendor under the Uniform Commercial Code or any other applicable law. The exercise of one remedy shall not be deemed to preclude the exercise of any other remedy. No failure or delay on the part of Vendor to exercise any remedy or right shall operate as a waiver. Acceptance by Vendor of rent or other payments made by Customer after default shall not be deemed a waiver of Vendor's rights and remedies arising from Customer's default. The Customer promises to pay reasonable attorney's fees and any costs associated with any legal action or action to repossess the Equipment or to enforce or interpret any provision in this Agreement. This action will not void the Customer's responsibility to maintain and care for the Equipment.
11. **CHOICE OF LAW, FORUM AND JURY WAIVER.** The Customer agrees that this Agreement will be governed by and construed in accordance with the laws of the state of Indiana. Vendor and Customer waive the right to a trial by jury in the event of a lawsuit. All judicial proceedings arising under this Agreement shall be adjudged by any court having jurisdiction over the Customer or the Customer's assets.

Agreement shall automatically renew on a month to month basis unless the Customer notifies Vendor in writing by Certified Mail, UPS or Express Delivery directly to Vendor at the address on the front of this Agreement at least thirty (30) days prior to the expiration of the initial term or extension that the Customer does not choose to renew. No other manner of communication is acceptable. Upon the expiration date of this Agreement, Customer shall relinquish the Equipment to Vendor together with all accessories, free from damage and in the same condition and appearance as when received by Customer, allowing for ordinary wear and tear. The Customer agrees to pay removal charges. If Customer fails or refuses to relinquish the Equipment to Vendor, Vendor shall have the right to take possession of the Equipment and for that purpose to enter any premises where the Equipment is located without being liable in any suit, action, defense or other proceeding to Customer. The Customer must pay additional rental payments due until Vendor or its agents receive the Equipment.

13. **RIGHTS TO DATA.** Vendor retains the rights to anonymous summary data analysis and to share analysis with 3rd parties. Vendor will not identify the data source as being from the Customer nor portray the data in such a manner as to identify the Customer. Customer agrees that Vendor shall own all compilations or analysis of the data created by or for Vendor. From time to time, Vendor may receive data or information requests or subpoenas from third parties, either as a result of an investigation or pending litigation. Customer hereby consents to Vendor's disclosure of such data or information requested pursuant to a valid and enforceable document request or subpoena. Customer agrees that it shall not be entitled to notice of such disclosure except as required by applicable state or federal law.

14. **OTHER RIGHTS.** The Customer agrees that Vendor's delay or failure to exercise any rights does not prevent Vendor from exercising them at a later time. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts, which shall remain valid and in full force and effect, and the Agreement shall be modified to minimum extent provided by law.

15. **ENTIRE AGREEMENT, AMENDMENT, SEVERABILITY.** This Agreement represents the Entire Agreement between Vendor and the Customer. Any amendment, waiver or charges will bind neither Vendor nor the Customer, unless agreed to in writing and signed by both parties. No agreement, representations or warranties, other than those specifically set forth in this Agreement shall be binding on any of the parties unless set forth in writing and signed by both parties.

16. **ACH/DIRECT DEBIT.** Customer agrees to enroll for automatic payment via credit card or direct debit ACH if payment is less than \$250 per month. Customer agrees to execute separate ACH/Direct Debit Form if this condition applies. Further, there will be a \$7 per invoice charge if invoiced through the mail. There is no invoicing charge if invoiced electronically by email.

17. **MANNER OF EXECUTION.** Facsimile or electronic signatures shall be deemed fully enforceable valid signatures as if such signatures were originals as of the date executed.

18. **INSTALLATION SURCHARGE.** The total monthly rental price on this Synsurance Agreement includes one visit (at a mutually agree upon date) by the Vendor or its authorized Contractor to install the contracted hardware and peripherals. If Vendor or its assigned Contractor is requested by Customer to return after the initial visit to install hardware on vehicles or assets, Customer agrees to pay \$750 per Installer per day for Installation services.

19. **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 (i) if you are a legal entity, your name, address, and other information that will allow us to identify you; (ii) if you are an individual, your name, address, and date of birth. We may also ask to see your driver's license or other identifying documents.

20. **COMPARATIVE ANALYSIS.** If Customer is utilizing Comparative Analysis, Vendor requires that the Customer meets Vendor's requirements for a currently supported Operating System and a spatially accurate map. Vendor will have final approval in those requirements and specifications.

21. **TIME LIMITED PROMOTION.** In the event of a time limited promotion, revisions or modifications to this Synsurance Agreement will not be permitted.

22. 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 of Carmel 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.

23. 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"), CalAmp Corp., Vendor's affiliate, 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 A, 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's ultimate parent company, CalAmp Corp., shall provide Customer 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, Vendor shall require any such subcontractor to comply with the Indiana E-Verify Law, as applicable. Should the Vendor or any subcontractor violate the Indiana E-Verify law, the Customer may require a cure of such violation and thereafter, if no timely cure is performed, terminate this Agreement in accordance with 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.

24. DEBARMENT AND SUSPENSION

24.1 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.

24.2 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 Customer's request, take all steps required by the Customer to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

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.

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

CITY OF CARMEL, INDIANA

SYNOVIA SOLUTIONS, LLC

by and through its Board of Public Works and Safety

By:

By:

Jeff Gardner

James Brainard, Presiding Officer
Date: _____

Authorized Signature

Jeff Gardner

Mary Ann Burke, Member
Date: _____

Printed Name

President and CEO

Lori S. Watson, Member
Date: _____

Title

FID/TIN: 46-0922994

Last Four of SSN if Sole Proprietor: _____

ATTEST:

Date: August 10, 2020

Sue Wolfgang, Clerk
Date: _____

EXHIBIT A

AFFIDAVIT

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

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

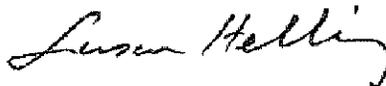
FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 6 day of August, 2020.



Printed: Susan Helling

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



Printed: Susan Helling

JACOB 7-29/812
BPW 8-5/819



CITY OF CARMEL REVIEWED VIA EMAIL

CRED O'Connor ok 2 physical distancing
CFD Sutton ok
CPD Keith ok
ENG Kirshok

INFORMATION

Sent 7-15

(only if needed for street use)

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person: **Amy Skeens-Benton**
Email: **askeensb@ccs.k12.in.us**
Phone Number: **3175714620**
Cell Number: **3179199241**
Address: Street Address
520 E. Main Street
Address Line 2
Carmel Freshman Center, Door 13
City: **Carmel** State / Province / Region: **Indiana**
Postal / Zip Code: **46032** Country:

Name/Organization: **Carmel High School**

Organization Type: **Non-Profit Organization**

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

Event/Use Purpose: **Carmel High School Homecoming Parade**

Event Date

10/2/2020

End Date

10/2/2020

Number of People Expected: **500**

** social distance plan: Will post signs along the route asking people to physically distance.*

Set-Up Start time: **01:00:00 PM**

Tear Down End Time: **01:30:00 PM**

Event Start time:
01:00:00 PM

Event end time:
01:30:00 PM

Rehearsal NA

Rehearsal Date:

Rehearsal
Start Time:

Rehearsal
End Time:

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

YES

NO

Description of Event: Provide a brief description of event

Carmel High School homecoming parade. The parade will go West on Main Street; North on Rangeline, east on 1st Street NW to the CHS parking lot off 4th Avenue. The parade will consist of the high school marching band, assorted floats, and other marching units. We will contact the Carmel Police Department and the Carmel Fire Department requesting assistance in directing traffic, blocking appropriate streets, and requesting that a fire truck lead the parade.

Attach additional pages if needed-SEE BELOW

2020 Homecoming Parade route map.pdf 417.59KB

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

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

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

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

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

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

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

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

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

Stage

Size of Stage

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

Size of Tent (s)

Bounce House

N/A

Other

Name of Merchant(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood Name/Streets to be closed Include addresses as appropriate

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

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

Explain lane restrictions needed and other needed below:

Further Info for type of closure

SECURITY DEPOSIT AND FEE:

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

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

DISCLAIMER:

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

ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY FACILITY USE POLICY

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

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

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

Amy Skeens-Benton
Name of Organization/Applicant

*

Amy Skeens-Benton

Signature of Authorized Agent/Applicant

Assistant Principal
Printed Name and Title (If applicable)

520 E. Main Street
Carmel, IN 46032
Address of Organization/Applicant

7/7/2020
Date

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

Approved this _____ day of _____, ~~2019~~ 2020

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____



CITY OF CARMEL REVIEWED VIA EMAIL

CRED OK O'Connor
CFD OK Sutton
CPD OK Keith - CPD not needed
ENG Kirsh OK

INFORMATION

Sent 7-30 (only if needed for street use)

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person: John Leonard
Email: leonardjohnr@outlook.com
Phone Number: 3175712673
Cell Number:

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

Name/Organization: <https://www.artomobiliaweekend.com/lemonade>
Organization Type: Non-Profit Organization

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

Event/Use Purpose: LEMONADE 10000 - We're taking the Show (ARTOMOBILIA) on the Road. Literally. With ARTOMOBILIA on-hold until 2021, we have the time, cars and roads for a great, "socially distanced" gathering of enthusiasts.

→ Event Date: 8/29/2020 End Date: 8/29/2020

Number of People Expected:

Set-Up Start time: 7-11 a.m.

Tear Down End Time:

Event Start time:
07:00:00 AM

Event end time:
11:00:00 AM

Rehearsal

NA

Rehearsal Date:

Rehearsal
Start Time:

Rehearsal
End Time:

Fees?

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

YES

NO

Description of Event:

Provide a brief description of event

When life gives us lemons, we make... wait for it... LEMONADE 10000. Although COVID is crushing everything, we're not letting it get us down. We pivot, take some lessons from the MEATBALL 10000, assemble all our friends & colleagues in the car hobby and go for a drive. Join the ARTOMOBILIA team members, entrants, and partners on the best roads in Hamilton, Madison and Boone counties, for social distancing at speed.

WHAT IS THE LEMONADE 10000?

Like the MEATBALL, the LEMONADE is an rain or shine, un-timed, non-competitive road-rally through the nicest, windiest back-roads in Boone, Hamilton and Madison Counties. We have managed to find the most interesting 77 mile drive starting and ending at the beautiful Clay Terrace shopping area in Carmel.

The LEMONADE will give us the opportunity to enjoy one another's cars, and company, from what is widely considered a safe, social distance on the road. Further, we'll start the drive winding through some of the main thoroughfares in Carmel to enable residents and guest to see and hear the cars of ARTOMOBILIA... albeit in a slightly different format.

Attach additional pages if needed-SEE BELOW

2020 LA10K - Participant Guide - 07.27.2020.pdf 2.46MB

2020 LA10K - Volunteer Guide - 07.27.2020.pdf 2.5MB

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

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

SPECIAL REQUESTS: Mark all that apply

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

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

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

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

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

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

Stage

Size of Stage

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

Size of Tent (s)

Bounce House

N/A

Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood Please see map.
Name/Streets to be closed Include addresses as appropriate

UPLOAD MAP An easy to read, color map of the area is required with submission.
Route.pdf 3.06MB

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

Explain lane restrictions needed and other needed below.

Further Info for type of closure

SECURITY DEPOSIT AND FEE:

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

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

DISCLAIMER:

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

Lemonade 10000

BEFORE YOU ARRIVE

- **PRINT THE "PARTICIPANT" SLIDE / PLACE IT IN YOUR WINDOW**
We want to make sure our volunteers can identify which cars are participating.

- **FAMILIARIZE YOURSELF WITH THE LOAD IN PROCEEDURE**
We're going to be hosting a lot of cars, and we want to make sure everyone can start in a safe and efficient manner.

- **FAMILIARIZE YOURSELF WITH THE ROUTE**
Please familiarize yourself with the route. While we provide links to Google Maps and have positioned Route Signs, there is no substitute for knowing where you are going.

- **ARRIVE AT CLAY TERRACE (14390 Clay Terrace Blvd, Carmel) AT YOUR SELECTED TIME**
If you are driving with others as a group, please meet-up elsewhere and arrive together at your selected time. There is no available space for parking in our allocated area.

- **REMAIN IN YOUR VEHICLE AT CLAY TERRACE**
The event is intended to be enjoyed while also "social distancing."

- **OBSERVE THE LAW AT ALL TIMES**
Please be courteous to those around you and drive within the limits of the road conditions, your skills, your vehicle and the law.



LOAD-IN PROCEDURE

Clay Terrace
14390 Clay Terrace Blvd
Carmel, IN

LOAD-IN PROCEDURE

Please pay attention to the guidance of the volunteers in the parking areas.

Follow route from North or South entrances to Clay Terrace (yellow) and load-in from the behind Dick's Sporting Goods.

Google

LEMONADE

1000

LOAD-IN PROCEDURE

BLOCK 4

BLOCK 3

BLOCK 2

BLOCK 1

LOAD-IN PROCEDURE

Please pay attention to the guidance of the volunteers in the parking areas. Follow route from the main hospital entrance (yellow) and load-in from the North entrances of the parking lot. Fill-in the South-most block as you arrive. As each block is filled, it will be released sequentially from South to North.

LEMONADE 10000

- A B** STAGE 1: Clay Terrace to Campus Parkway (37 min, 19 miles)
- B C** STAGE 2: Campus Parkway to Layton Road (22 min, 16 miles)
- C D** STAGE 3: Layton Road to Six Points Road (44 min, 28 miles)
- D A** STAGE 4: Six Points Road to Clay Terrace (31 min, 17 miles)

D 22101- Six Points Road

STAGE 4

A

14101-14259 Spring Mill Road

13433-13463 Old Meridian Street

4910-4850 East Main Street

14595 River Road

STAGE 1

B

15534-17370 Middletown Avenue

STAGE 2

9039-9001 Indiana 330

16798-16790 Indiana 32

C

101-25527 Indiana 37

STAGE 3

22516-22100 East 40th

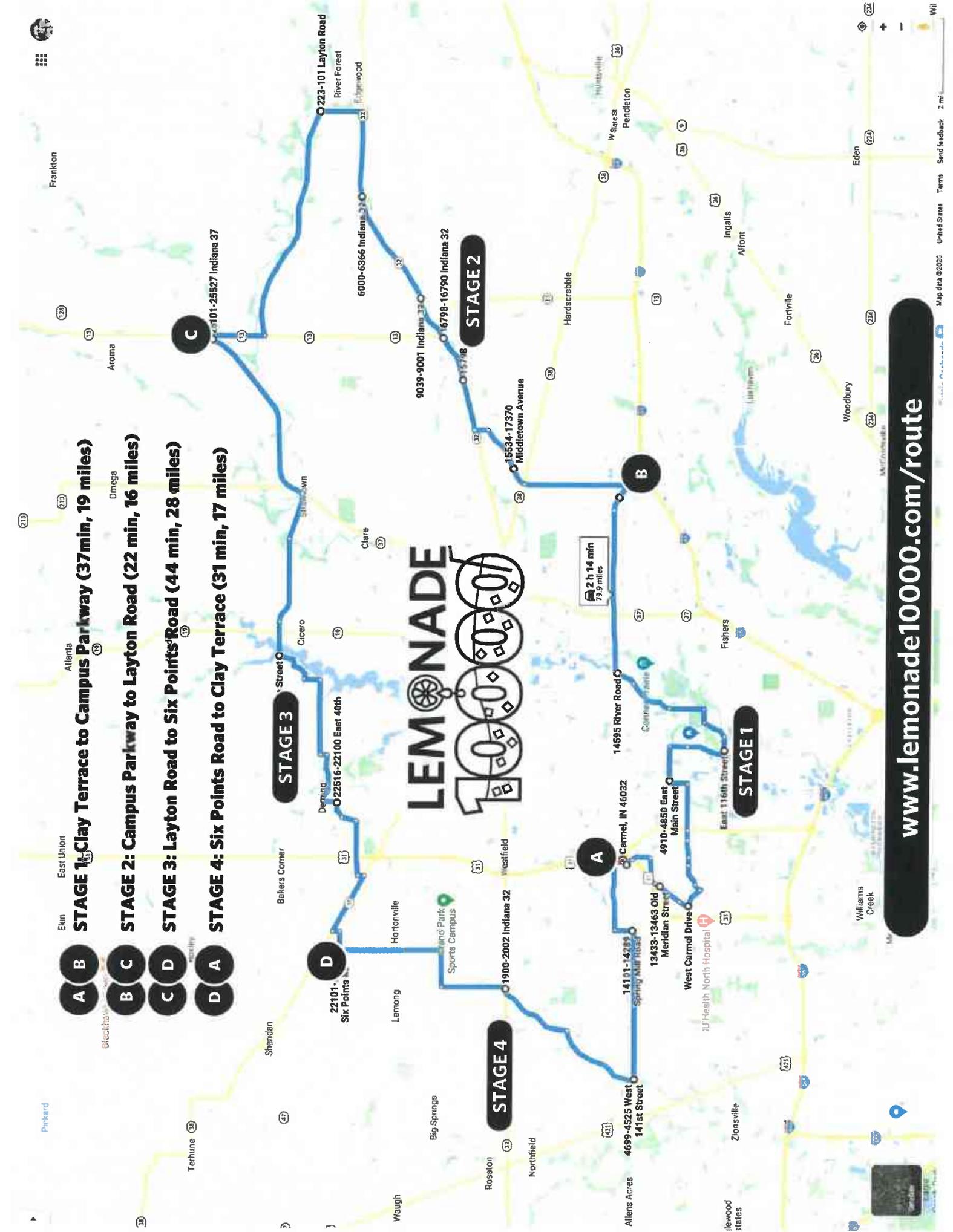
6000-6366 Indiana 330

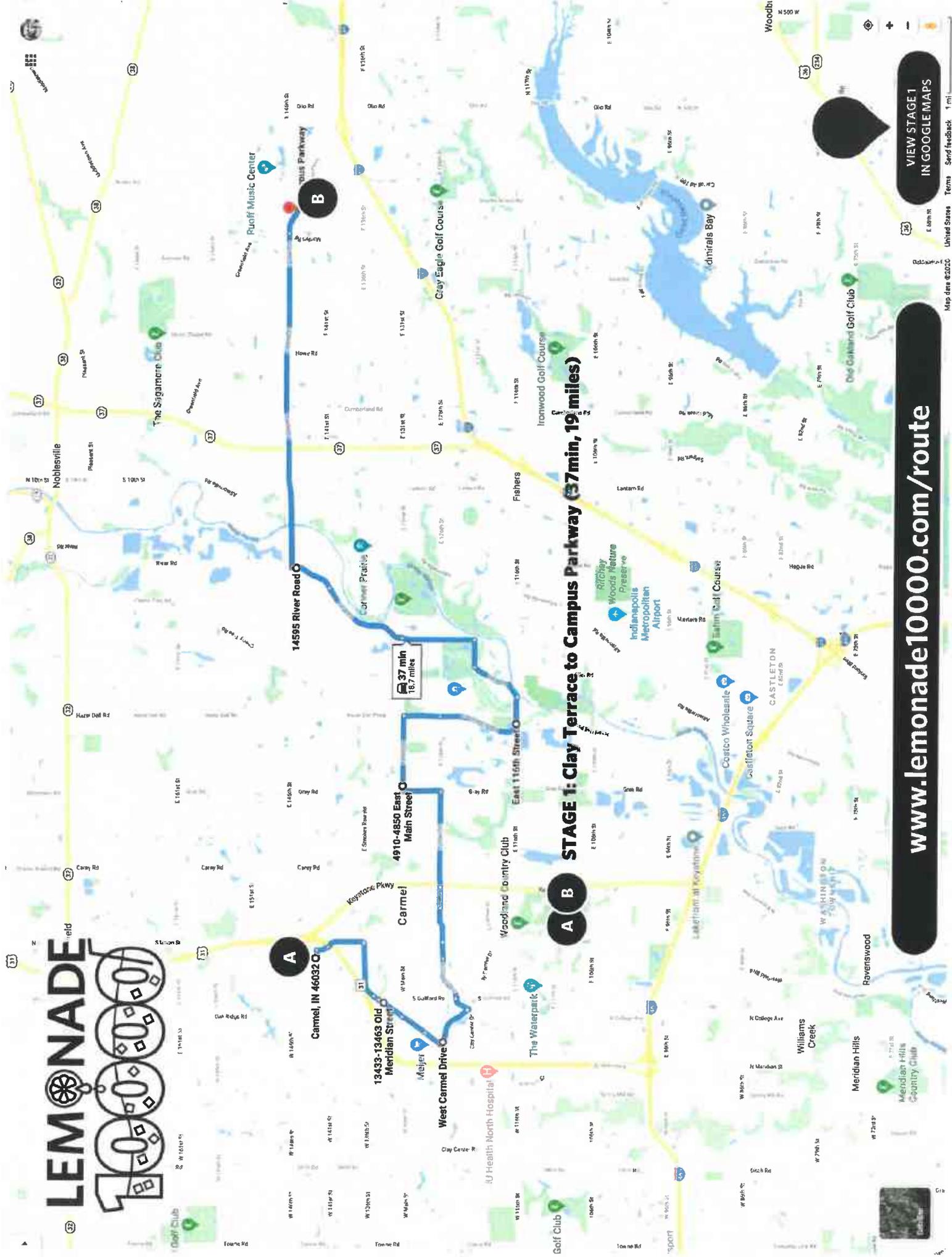
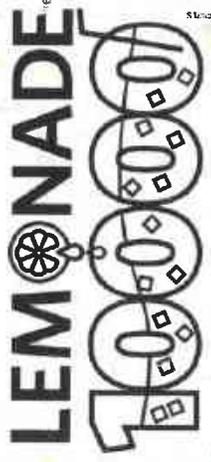
223-101 Layton Road

15748

2 h 14 min
79.9 miles

www.lemonade10000.com/route





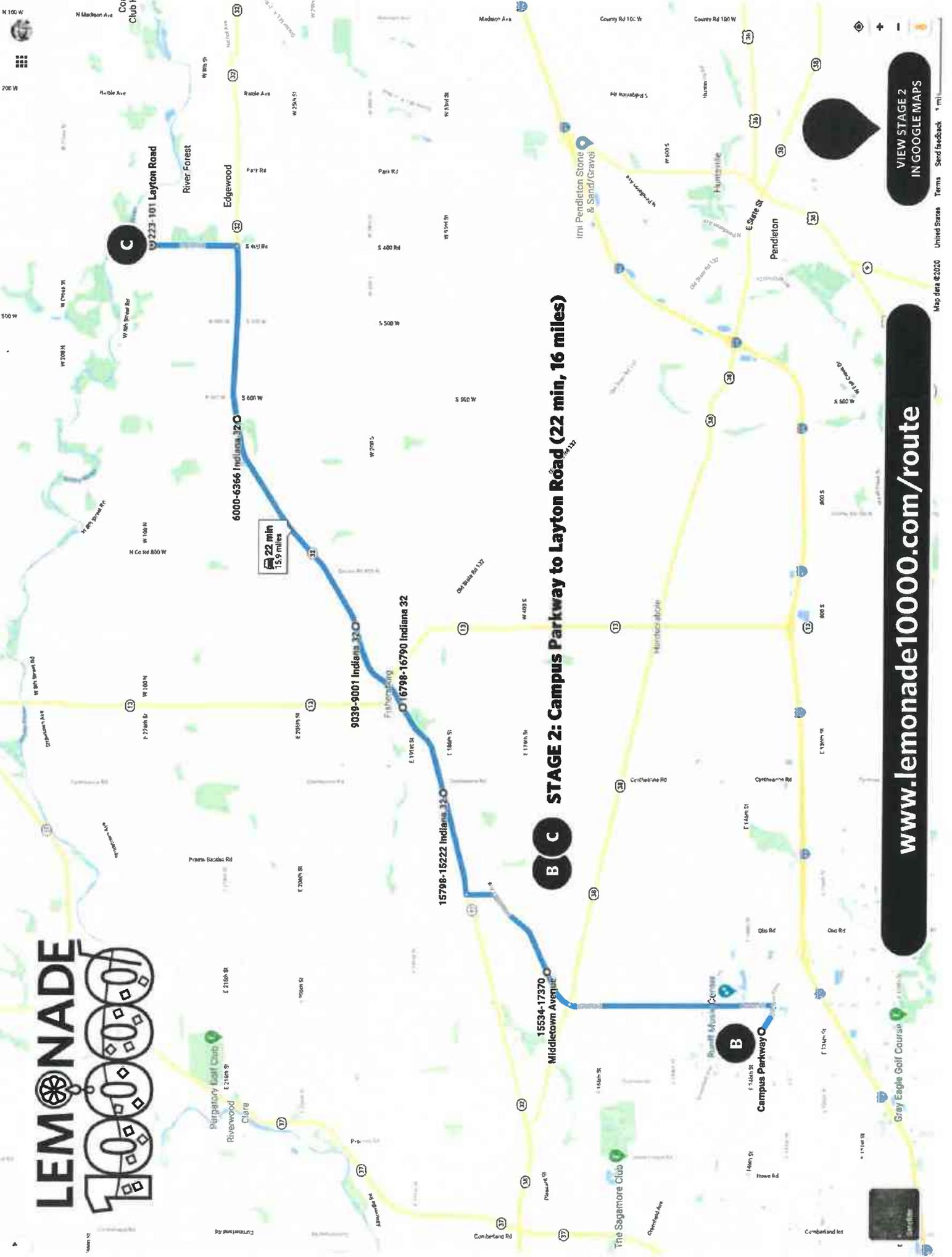
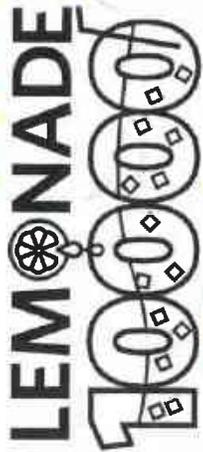
37 min
16.7 miles

STAGE 1: Clay Terrace to Campus Parkway (37 min, 19 miles)

VIEW STAGE 1
IN GOOGLE MAPS

www.lemonade10000.com/route

Map data ©2020 United States Terms Send feedback 1 mi



STAGE 2: Campus Parkway to Layton Road (22 min, 16 miles)

C

B C

B

22 min
15.9 miles

223-101 Layton Road

Edgewood

6005-6366 Indiana 32

9039-9001 Indiana 32

16798-16790 Indiana 32

15798-15222 Indiana 32

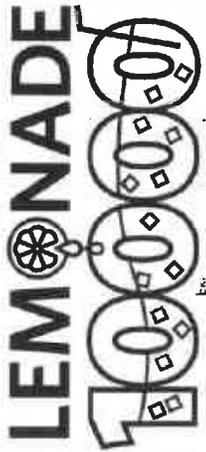
15534-17370
Middletown Avenue

Campus Parkway

VIEW STAGE 2
IN GOOGLE MAPS

www.lemonade10000.com/route

Map data ©2020 United States Send feedback 1 mi



Blackhawk Winery

Boxley

Bakers Corner

West Jackson Street

Strawtown

Indiana 37

223-101 Layton Road

22101-22115 Six Points Road

22516-22100 East 40th

Lamong

Hortonville

Grand Park Sports Campus

Westfield

Noblesville

Lapel

Edgewood

River Forest

Hillsdale

Satellite

Carmel

Camp Branch

Hickoryville

Map data ©2020

United States

Terms

Send feedback

1 mi

www.lemonade10000.com/route

VIEW STAGE 3 IN GOOGLE MAPS

C D STAGE 3: Layton Road to Six Points Road (44 min, 28 miles)

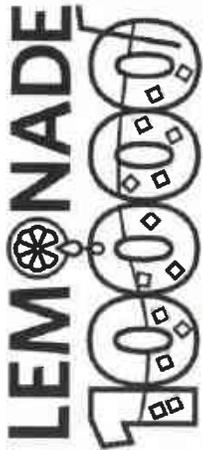
44 min
28.4 miles

C

C D

D





Returning to Carmel



D 2101-22151 Six Points Road

D A

31 min 16.9 miles

STAGE 4: Six Points Road to Clay Terrace (31 min, 17 miles)

Carmel

A 14101-14289 Spring Hill Rd Carmel, IN 46032

4698-4525 West 141st Street

www.lemonade10000.com/route

VIEW STAGE 4 IN GOOGLE MAPS

Map data ©2020 United States Send feedback 2000 ft

ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY FACILITY USE POLICY

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

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

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

Lemonade 10000
Name of Organization/Applicant

*

Karolyn Brumley (City of Carmel)

Signature of Authorized Agent/Applicant

Karolyn Brumley CRED *on behalf of John Leonard*
Printed Name and Title (If applicable)

1 Civic Square Carmel IN 46037
Address of Organization/Applicant

7/30/2020
Date

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

Approved this _____ day of _____, 2019 *2020*

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (R2 / 6-15) / Form 236
STATE BOARD OF ACCOUNTS

Indiana Code 35-44.1-1-4

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1. Name and Address of Public Servant Submitting Statement: Adam Harrington
12599 Spring Violet Pl, Carmel IN 46035

2. Title or Position With Governmental Entity: Deputy Chief

3. a. Governmental Entity: Carmel Fire Dept

b. County: Hamilton

4. This statement is submitted (check one):

a. as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or

b. as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.

5. Name(s) of Contractor(s) or Vendor(s): 185 Promotions and Apparel
501 Industrial Drive, Carmel IN 46032

Jordan Graham - Cousin is Sales Director

6. Description(s) of Contract(s) or Purchase(s) (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):

No contract

CFD buys marks and public education items with dept.
logo BA items.

7. **Description of My Financial Interest** (Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):

Cousin is sales director

I receive no benefits from any purchases

(Attach extra pages if additional space is needed.)

8. **Approval of Appointing Officer or Body** (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university.):

I (We) being the _____ of
(Title of Officer or Name of Governing Body)

_____ and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44.1-1-4; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

Elected Official

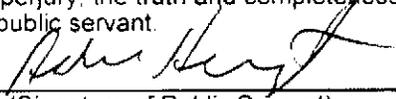
Office

9. **Effective Dates** (Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):

Date Submitted (month, day, year)

Date of Action on Contract or Purchase (month, day, year)

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: 
(Signature of Public Servant)

Date: 8-6-2020
(month, day, year)

Printed Name: Adam Harrington
(Please print legibly.)

Email Address: aharrington@carmel.in.gov

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts by uploading it here https://gateway.ifion.ne.org/sboa_coi/ which is the preferred method of filing, or by mailing it to the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.



JAMES BRAINARD, MAYOR

August 11, 2020

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

RE: WAIVER OF BPW RESOLUTION NO. 04-28-17-01-LANE RESTRICTION – VERIZON/MCI- AERIAL CABLE

Dear Board Members:

Verizon/MCI is requesting a waiver from the City's Buried Utility District requirements (BPW Resolution No. 04-28-17-01) and related lane restrictions in order to place aerial fiber optic cable at the intersection of 106th Street and College Avenue (exhibits attached). The proposed cable will be overlashed to existing aerial facilities and will not require installation of new utility poles. Work is scheduled to begin upon board approval.

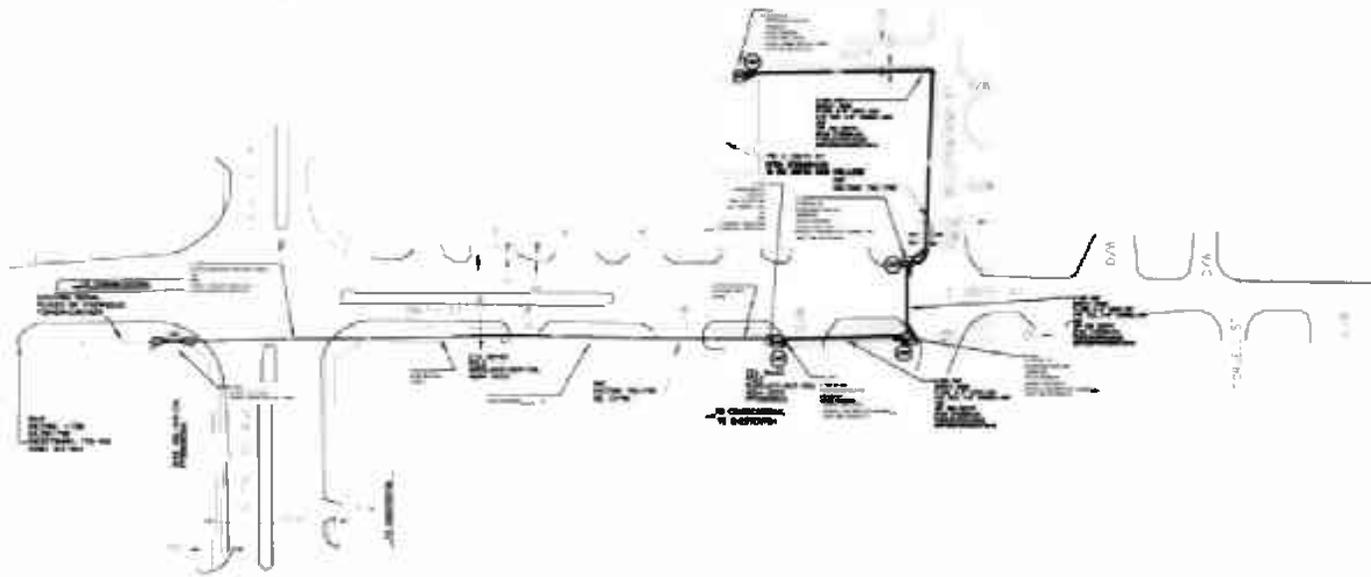
The Department of Engineering has determined that the waiver is valid and recommends approval conditioned upon the following:

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

Sincerely,

Jeremy Kashman, P.E.
City Engineer

**1710AIMJ.15
IN GN 106TH AND COLLEGE**



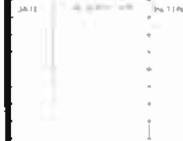
TESINC

DATE: 11/11/07 074661 001
 IN: GN 106TH AND COLLEGE
 IN: GN 106TH AND COLLEGE

AMSC, INDIAN
 LAND: LA 106TH AND COLLEGE

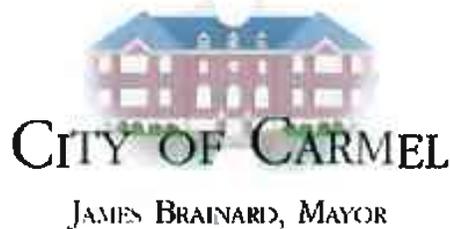


DATE: 11/11/07
 DRAWN BY: [illegible]
 DATE: 11/11/07



DATE: 11/11/07
 DRAWN BY: [illegible]
 DATE: 11/11/07

SCALE:
 HORIZONTAL: 1" = 40'
 VERTICAL: 1" = 10'
 SHEET: 10 OF 12
 FILE: 1710AIMJ.15
 DATE: 11/11/07



CITY OF CARMEL
JAMES BRAINARD, MAYOR

August 11, 2020

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

RE: ROAD CLOSURE, OPEN PAVEMENT CUT- 55 4th AVENUE SE

Dear Board Members:

Mr. Nicholas Justice with Civil & Environmental Consultants, Inc. is requesting approval for a road closure and open pavement cuts on 4th Avenue SE to allow installation of new storm sewer and water line for the Carmel Clay Public Library expansion project (exhibit attached). The closure will take place along 4th Ave SE between Main Street and Carmelview Drive.

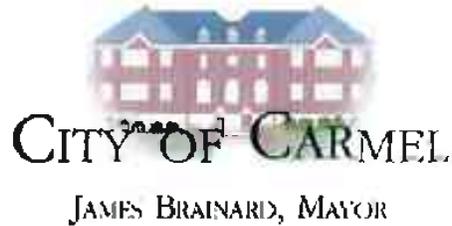
The Department of Engineering recommends that the Board approve the requested lane restriction, street closure and open pavement cut conditioned upon the following requirements:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Any damage to the existing improvements within the City of Carmel right of way shall be restored to the satisfaction of the City when work is completed.
- The petitioner agrees to work with the Department of Engineering on the establishment of a detour route prior to the closure of the street. Signage identifying the street closure and detour route shall be placed prior to closure of the street and maintained for the duration of the work period.
- Emergency access to adjoining properties of the work site shall remain in place at all times. Notification to adjoining property owners shall be made 48 hours prior to commencement of work activities.
- Any open pavement cuts remaining open during overnight non-working hours shall be covered with a steel plate, anchored and secured in place.
- Construction in dedicated City Right-of-Way shall be restored in compliance with all City codes and standards.

Sincerely,



Jeremy Kashman, P.E.
City Engineer



August 12, 2020

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

RE: OPEN PAVEMENT CUT, LANE RESTRICTIONS, & STREET CLOSURE – VARIOUS LOCATIONS

Dear Board Members:

Mr. Jonathan Moore with Structured Solutions is requesting approval for lane restrictions, street closures and open pavement cuts to perform manhole maintenance for TriCo Regional Waste District (exhibit attached). Work is scheduled to begin upon Board approval.

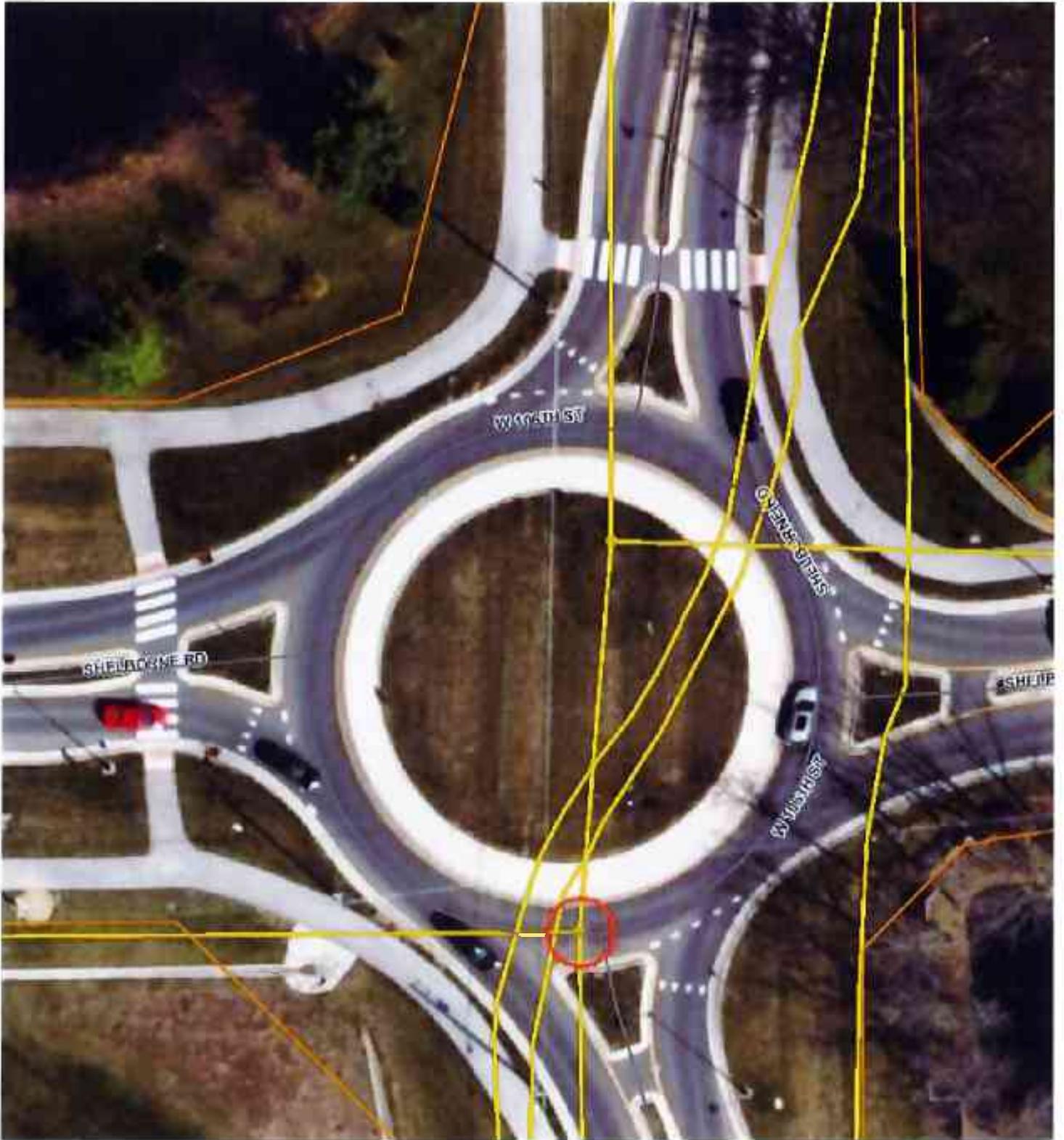
The Department of Engineering recommends that the Board approve the requested lane restrictions and open pavement cuts conditioned upon the following requirements:

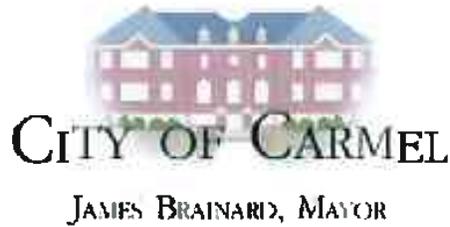
- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Petitioner agrees to post proper lane restriction signage and traffic control devices during the duration of the work.
- A minimum 10' lane shall be provided at all times within the work area if the road is not fully closed and traffic detoured. Traffic shall be maintained around the work areas using flaggers.
- Access to all adjoining properties shall be maintained at all times.
- The petitioner agrees to work with the Department of Engineering on the establishment of a detour route prior to full closure of any streets. Signage identifying the street closure and detour route shall be placed prior to closure of the street and maintained for the duration of the work period.
- Any damage to the existing improvements within any City of Carmel right-of-way shall be restored to the satisfaction of the City when work is completed.
- The petitioner understands that approval by the Board is for lane restrictions and open pavement cuts only.

Sincerely,

Jeremy Kashman, P.E.
City Engineer







August 11, 2020

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

RE: LANE RESTRICTION & OPEN PAVEMENT CUT – HENRY MILLER – 430 1ST AVE SE

Dear Board Members:

Mr. Henry Miller is requesting approval for a lane restriction and open pavement cut at 430 1st Avenue SE in order to access the existing water main for service lateral work (Location exhibit attached). Work is scheduled to begin upon Board approval.

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

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Lane restriction signage will remain in place during the duration of the project repair.
- Traffic shall be maintained during the working period. A minimum 10' lane shall be provided at all times within the work area.
- The Department of Engineering shall be provided a minimum 48 hour notification of lane restriction prior to commencement of work.
- Any damage to the existing improvements within the right of way shall be restored to the satisfaction of the City when work is completed
- The open pavement cut shall be restored in accordance with City of Carmel standards.
- Should the repair work require more than one day for completion, the Department of Engineering shall be notified and a steel plate is to be placed over the open cut, secured and anchored in place.

Sincerely,

Jeremy Kashman, P.E.
City Engineer





JAMES BRAINARD, MAYOR

August 12, 2020

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

RE: OPEN PAVEMENT CUT & LANE RESTRICTIONS -- 1260 CITY CENTER DRIVE

Dear Board Members:

AT&T is requesting approval for lane restrictions and open pavement cuts for placement of new fiber optic cable to provide. The proposed fiber optic install will require lane restrictions to allow core drillings within the pavement to verify the location of existing utilities along with access to an existing manhole (exhibit attached). Work is scheduled to begin upon Board approval.

The Department of Engineering recommends that the Board approve the requested lane restrictions and open pavement cuts conditioned upon the following requirements:

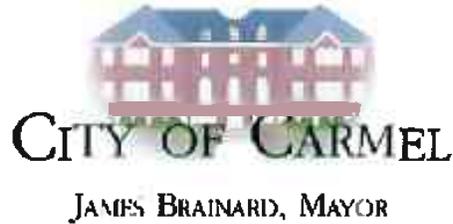
- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Petitioner agrees to post proper lane restriction signage and traffic control devices during the duration of the work.
- Traffic shall be maintained at all times during the work. A minimum 10' lane shall be provided at all times within the work area
- Access to all adjoining properties shall be maintained at all times.
- Any damage to the existing improvements within any City of Carmel right-of-way shall be restored to the satisfaction of the City when work is completed.
- The petitioner understands that approval by the Board is for lane restrictions and open pavement cuts only.
- Pavement shall be core drilled and reset with the existing core plug utilizing the "Utilibond Solution" as provided by Utilicor Technologies, Inc., or equivalent.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

Sheet 100





August 12, 2020

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

RE: OPEN PAVEMENT CUT, LANE RESTRICTIONS, & STREET CLOSURE – DUKE ENERGY- VETERANS WAY

Dear Board Members:

Ms. Christina Girod with Duke Energy is requesting approval for lane restrictions, street closures and open pavement cuts remove existing aerial facilities and place new underground electric lines along Veterans Way from Executive Drive to Monon Green Blvd. (exhibit attached). Work is scheduled to begin upon Board approval.

The Department of Engineering recommends that the Board approve the requested lane restrictions and open pavement cuts conditioned upon the following requirements:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a){1}, 6-227(a){8} and 6-227(b).
- Petitioner agrees to post proper lane restriction signage and traffic control devices during the duration of the work.
- A minimum 10' lane shall be provided at all times within the work area if the road is not fully closed with traffic detoured. Traffic shall be maintained around the work areas using flaggers.
- Access to all adjoining properties shall be maintained at all times.
- The petitioner agrees to work with the Department of Engineering on the establishment of a detour route prior to full closure of any streets. Signage identifying the street closure and detour route shall be placed prior to closure of the street and maintained for the duration of the work period.
- Any damage to the existing improvements within any City of Carmel right-of-way shall be restored to the satisfaction of the City when work is completed.
- The petitioner understands that approval by the Board is for lane restrictions and open pavement cuts only.

Sincerely,

Jeremy Kashman, P.E.
City Engineer



JAMES BRAINARD, MAYOR

August 11, 2020

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

RE: BADGER FIELDHOUSE – GRANT OF PERPETUAL STORM WATER QUALITY MANAGEMENT EASEMENT

Dear Board Members:

Ms. Katie Marschke with the Ice Miller, on behalf of the property owner, has requested the City accept a Grant of Perpetual Storm Water Quality Management Easement for the proposed Carmel Elementary project. There is 1 easement area as described in exhibit 'A' of the easement document.

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

Sincerely,

Jeremy Kashman, P.E.
City Engineer

Cross Reference to Deed: 85-9891 (Book 350, Page 93)

GRANT OF PERPETUAL STORM WATER QUALITY MANAGEMENT EASEMENT

This easement (the "Easement") is made by and between Carmel Dads' Club, Inc., an Indiana non-profit corporation (the "Grantor") and the City of Carmel, Indiana (the "City"), by and through its Board of Public Works & Safety (the "Grantee"), on this 12th day of August, 2020;

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 transfer a portion of the Real Estate to the Clay Township of Hamilton County Indiana, an Indiana political subdivision (the "Township"), and the Township intends to construction certain park and recreation improvements on a portion of the Real Estate and, in connection with the construction, development and operation of such park and recreation improvements, 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 agree as follows:

Section 1. Easement. Grantor hereby grants to Grantee a non-exclusive, perpetual easement over, under, and through that portion of Real Estate as 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 reasonable 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. Grantee shall indemnify, defend and hold Grantor harmless from any and all actions, liabilities and/or damages arising directly out of Grantee's negligence or misconduct in exercising Grantee's rights under this Section 3.

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, subject to any notice and cure rights provided to Grantor under the Permit and/or any of the Ordinances, shall have the right, but not the obligation, after providing reasonable notice to Grantor, to perform, at Grantor's expense, such reasonable 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. Grantee shall promptly provide an invoice and reasonable supporting documentation of any work performed under Section 5, and Grantor shall reimburse Grantee for the reasonable costs and expenses incurred by Grantee in the performance of such maintenance, repairs, modifications and/or replacements specified in Section 5 above within thirty (30) days of receipt of such invoice. 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 and the obligations of the "Grantor" and "Grantee" 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 unreasonably impair the Storm Water Quality System and which are not inconsistent or conflicting with this Easement and the Grantee's rights under this Easement.

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

Estate is later redeveloped and, as such, the site plan made the subject of the Permit is revised, then the Grantee and then the owner of the Real Estate shall amend this Easement to reconfigure the Easement Area, accordingly, so that Easement Area is adjusted to and does not conflict with such revised site plan.

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

{signature pages follows}

IN WITNESS WHEREOF, the parties have caused this Easement to be effective as of the first date written above.

GRANTOR:

CARMEL DADS' CLUB, INC., an Indiana non-profit corporation

By: *Jack Beery*
Jack Beery, President

WITNESS:

Matthew C. Wenner
(Signature)

MATTHEW C. WENNER
(Printed Name)

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Jack Beery, President of Carmel Dads' Club, Inc., an Indiana non-profit corporation, who acknowledged execution of the foregoing Easement for and on behalf of such non-profit corporation.

Witness my hand and Notarial Seal this 12th day of August, 2020.

My Commission Expires:
March 15, 2023

Christopher P. Larkin
Notary Public

Residing in Hamilton County

Christopher P. Larkin
Printed Name



CHRISTOPHER P. LARKIN
Notary Public
State of Indiana
Commission No. 562709
My Commission Expires
March 15, 2023

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Matthew Wetner, who, under oath, affirms that he/she witnessed the execution of the foregoing Easement by Jack Baery, the President of Carmel Dads' Club, Inc., a(n) Indiana non-profit corporation.

Witness my hand and Notarial Seal this 12th day of August, 2020.

Chp P. Larkin

Notary Public

Printed: Christopher P. Larkin

I am a resident of
Hamilton County, Indiana.

My commission expires:
March 15, 2023



CHRISTOPHER P. LARKIN
Notary Public
State of Indiana
Commission No. 562709
My Commission Expires
March 15, 2023

CITY OF CARMEL BOARD OF PUBLIC WORKS & SAFETY

James Brainard, Mayor

Date: _____

Mary Ann Burke

Date: _____

Lori Watson

Date: _____

ATTEST:

Sue Wolfgang, Clerk

Date: _____

[Note: City to add any additional witness/notary prior to execution.]

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

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

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

My Commission Expires:

Notary Public

Residing in _____ County

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

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

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

My Commission Expires:

Notary Public

Residing in _____ County

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

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

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

My Commission Expires:

Notary Public

Residing in _____ County

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

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

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

My Commission Expires:

Notary Public

Residing in _____ County

Printed Name

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

EXHIBIT "A"

LEGAL DESCRIPTION

A PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 18 NORTH, RANGE 4 EAST, HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 89 DEGREES 56 MINUTES 04 SECONDS EAST (ASSUMED BASIS OF BEARINGS) 662.86 FEET ALONG THE NORTH LINE OF SAID QUARTER SECTION; THENCE SOUTH 01 DEGREES 59 MINUTES 51 SECONDS WEST 280.02 FEET; THENCE SOUTH 27 DEGREES 37 MINUTES 45 SECONDS EAST 106.09 FEET; THENCE SOUTH 04 DEGREES 25 MINUTES 48 SECONDS EAST 128.44 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 02 SECONDS EAST 610.98 FEET TO A POINT ON THE NORTH LINE OF LOT 2, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 52 MINUTES 26 SECONDS WEST 25.00 FEET ALONG THE NORTH LINE OF LOT 2; THENCE SOUTH 00 DEGREE 02 MINUTES 02 SECONDS EAST 59.76 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 56 SECONDS WEST 561.07 FEET; THENCE SOUTH 67 DEGREES 09 MINUTES 26 MINUTES WEST 27.06 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 36 SECONDS WEST 39.99 FEET TO THE BEGINNING OF A TANGENTIAL CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 19.00 FEET, BEING SUBTENDED BY A LONG CHORD BEARING OF SOUTH 44 DEGREES 52 MINUTES 09 SECONDS WEST, FOR 26.85 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 18 SECONDS EAST 412.15 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 31.00 FEET, BEING SUBTENDED BY A LONG CHORD BEARING OF SOUTH 45 DEGREES 04 MINUTES 55 SECONDS EAST, FOR 43.84 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 45 SECONDS EAST 234.68 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 13.00 FEET, BEING SUBTENDED BY A LONG CHORD BEARING OF NORTH 41 DEGREES 23 MINUTES 27 SECONDS EAST, FOR 19.47 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 04 SECONDS WEST 47.44 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 13.00 FEET, BEING SUBTENDED BY A LONG CHORD BEARING OF NORTH 45 DEGREES 09 MINUTES 53 SECONDS WEST, FOR 18.37 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 42 SECONDS WEST 173.23 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 5.00 FEET, BEING SUBTENDED BY A LONG CHORD BEARING OF NORTH 45 DEGREES 02 MINUTES 21 SECONDS WEST, FOR 7.06 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 59 SECONDS WEST 163.59 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 56 SECONDS EAST 11.84 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 04 SECONDS WEST 208.70 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 57 SECONDS EAST 571.40 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 02 SECONDS WEST 79.89 FEET TO THE POINT OF BEGINNING, CONTAINING 1.61 ACRES MORE OR LESS.

S89°56'04"E 662.86'

EXHIBIT "B"

NW COR SE 1/4
SEC. 28-T18N-R4E
NOTHING FOUND



PLAN SCALE: 1" = 150'

S27°37'45"E 106.09'

S4°25'48"E 128.44'

S1°59'51"W 280.02'

S0°02'02"E 610.98'

POINT OF BEGINNING

L=29.82, R=19.00
CH=S44°52'09"W 26.85

S89°49'36"W 39.99'

S89°52'26"W 25.00'

S67°09'26"W 27.06'

S0°02'02"E 59.76'

S89°46'56"W 561.07'

N89°47'57"E 571.40'

N0°02'02"W 79.89'

S0°05'18"E 412.15'

N8°13'04"W 208.70'

N89°46'56"E 11.84'

N0°05'59"W 163.59'

L=7.84, R=5.00

CH=N45°02'21"W 7.06

N89°58'42"W 173.23'

L=20.40, R=13.00

CH=N45°09'53"W 18.37

N0°13'04"W 47.44'

N89°53'45"E 234.68'

L=22.01, R=13.00

CH=N41°23'27"E 19.47

L=48.70, R=31.00
CH=S45°04'55"E 43.84



**ROGER WARD
ENGINEERING
INCORPORATED**

7474 NOEL ROAD
Indianapolis, IN 46278
(317) 251-1738 (Fax) 251-1923

PROJECT NAME: BADGER FIELD

PLAN SCALE: 1" = 150'

DATE: 08-10-2020

DESCRIPTION: DRAINAGE & BMP EASEMENT
EXHIBIT "B"



JAMES BRAINARD, MAYOR

August 11, 2020

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

RE: DUKE ENERGY SUBSTATION- 925 ROHRER ROAD - STORMWATER TECHNICAL STANDARDS WAIVER

Dear Board Members:

Mr. Brian Catt with Duke Energy is requesting a waiver from the Stormwater Technical Standards Manual in association with the proposed substation at 925 Rohrer Road.

The following waivers are requested:

SECTION 501.01 STORMWATER STANDARDS – “...there shall be no less than 2.5 feet of cover along any part of the pipe from final pavement elevation or final ground surface elevation to the top of the pipe.”

The proposed culvert under the entrance drive to the new substation is proposed with 12” to 18” of cover. The culvert and entrance will be privately maintained and will not have any public usage.

SECTION 302.03 STORMWATER STANDARDS – “Control devices shall limit the discharge to a rate such that the post-developed release rate from the site is no greater than 0.1 cfs per acre of development for 0-10 year return interval storms and 0.3 cfs per acre of developed area for 11 - 100 year return interval storms.”

Post-development runoff flow rates are designed as equal to or less than the pre-development runoff rates. This request is submitted in an effort to save several existing mature trees that currently act as buffer between the proposed substation site and US 31. In order to meet the re-development requirements the proposed detention basin would need to be expanded which would result in the removal of all visually beneficial vegetation on site

The Department of Engineering has determined that the waivers requested are considered valid and recommends approval.

Sincerely,

Jeremy Kashman, P.E.
City Engineer



1000 E. Main St.
Plainfield, Indiana 46168

29 July 2020

City of Carmel Engineering Department
Attn: Mr. Alex Jordan
Carmel City Hall
One Civic Square
Carmel, Indiana 46032

Dear Mr. Jordan:

Duke Energy has is formally requesting a variance related to the City of Carmel pipe cover requirement for a new proposed substation located at 925 Rohrer Road in Carmel, Hamilton County, Indiana.

The proposed reinforced concrete pipe (RCP) at the entrance of the proposed Carmel Rohrer Road electrical substation will have cover ranging from 12 inches to 18 inches. The Indiana Department of Transportation recommends a minimum of 12 inches of cover above RCP. Duke Energy is requesting a variance from the 30-inch required cover in section 501.01 of the City of Carmel Storm Water Technical Standards Manual. The RCP will be a private culvert for substation access and will not have any public use; therefore, the RCP will be owned and maintained by Duke Energy.

Please contact me at (317) 605-8922 or at Brian.Catt@Duke-Energy.com if you have any questions or you can send correspondence to the address below.

Thank you,

Brian Catt
Senior Permitting Specialist
Duke Energy
Transmission SPE – WP944
1000 E. Main Street
Plainfield, IN 46168



1000 E. Main St.
Plainfield, Indiana 46168

29 July 2020

City of Carmel Engineering Department
Attn: Mr. Alex Jordan
Carmel City Hall
One Civic Square
Carmel, Indiana 46032

Dear Mr. Jordan:

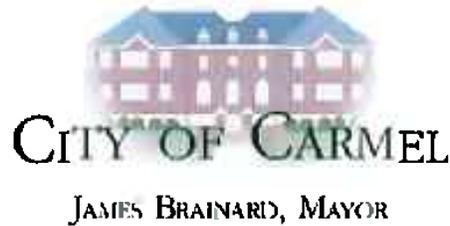
Duke Energy has is formally requesting a variance related to the City of Carmel storm water release rate for a new proposed substation located at 925 Rohrer Road in Carmel, Hamilton County, Indiana.

Duke Energy would like to request approval of storm water release rates as proposed on the current plan submittal. Post-development runoff flow rates are designed as equal to or less than the pre-development runoff rates. This request is submitted in an effort to save several existing mature trees that currently act as buffer between the proposed substation site and US 31. In order to meet the re-development requirements, set forth by the City of Carmel, the proposed detention basin would need to be expanded which would result in the removal of all visually beneficial vegetation on site.

Please contact me at (317) 605-8922 or at Brian.Catt@Duke-Energy.com if you have any questions or you can send correspondence to the address below.

Thank you,

Brian Catt
Senior Permitting Specialist
Duke Energy
Transmission SPE – WP944
1000 E. Main Street
Plainfield, IN 46168



August 12, 2020

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

RE: CARMEL CLAY PUBLIC LIBRARY EXPANSION – STORMWATER TECHNICAL STANDARDS WAIVER

Dear Board Members:

Mr. Nick Justice, PE with Civil Environmental Consultants is requesting waivers from the Stormwater Technical Standards Manual in association with the proposed expansion of the Carmel Clay Public Library.

The following variance is requested:

SECTION 303.07 STORMWATER STANDARDS – “The Lowest Adjacent Grade for all residential, commercial, or industrial buildings shall be set a minimum of 2 feet above the highest noted overflow path/ponding elevation across the property frontage.”

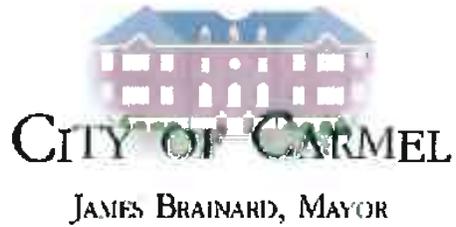
The petitioner indicates that due to grades of the existing library and adjacent roadway, they are unable to achieve this requirement and maintain ADA accessibility between the library and parking garage.

SECTION 302.08 STORMWATER STANDARDS – “For residential developments, the maximum planned depth of stormwater stored shall not exceed four (4) feet.”

The project proposes to expand the existing dry detention basin which currently exceeds this maximum allowable depth. The pond must be expanded to meet the required redevelopment runoff rates.

SECTION 303.07 STORMWATER STANDARDS – “All stormwater detention facilities shall be separated from any road right-of-way by no less than fifty (50) feet, measured from the top of bank or the 100-year pool if no defined top of bank is present. Use of guard rails, berms, or other structural measures may be considered in lieu of the above-noted setbacks”

The existing dry detention basin that is proposed for expansion currently is closer than 50' to the 4th Ave. SW right-of-way. The proposed expansion of the basin will not move closer to the right of way and a fence will be installed around the entire basin as part of the project.



The Department of Engineering, in review of the proposed conditions and designed standards, has determined that the waivers requested are considered valid given the existing site constraints involved with the project.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Kashman".

Jeremy Kashman, P.E.
City Engineer



June 26, 2020

Mr. Alex Jordan
City of Carmel- Engineering Department
One Civic Square
Carmel, IN 46032

Dear Mr. Jordan:

Subject: Carmel-Clay Public Library Renovation:
55 4th Avenue SE
Carmel, IN 46032
CEC Project 191-706

Civil & Environment Consultants, Inc., on the behalf of the Carmel-Clay Library, respectfully request the following to be presented to the Board of Public Works for the 7.51 acre project located at 55 4th Avenue SE.

- 1- *Request waiver for the requirement of the Minimum Flood Protection Grade/Minimum Lowest Adjacent Grade of all structures fronting a pond or open ditch shall be no less than 1-foot above any adjacent local flood route. (STSM 303.07)*

The reason for the waiver is due to the existing grades. The property to the east, existing library to the north, and the roadway to the south do not permit the building elevation to meet the requirements for the Finish Floor Elevation (FFE) to be at least 1-foot above the adjacent roadway. To maintain an accessible walkway between the existing library and parking garage the FFE needs to be maintained at 853.73. We are confident that the proposed design will not be adversely impacted by this waiver.

- 2- *Request waiver for the requirement of the Maximum Allowable Depth of a Dry Detention Basin of 4 feet. (STSM 302.08-2)*

The reason for the waiver is due to this project modifying and existing dry detention basin. The existing conditions exceeds the maximum allowable depth of a dry detention pond of 4' due to existing storm pipes entering and exiting the existing detention pond area. As part of this project, the existing pond is being expanded increase the detention quantity to meet the Carmel Redevelopment runoff rates. We are confident that the proposed design will not be adversely impacted by this waiver.

Alex Jordan
CEC Project 191-706
Page 2
June 26, 2020

3- Request waiver for the requirement of the Location of a Detention Facility within 50 Feet of a Right of Way line. (STSM 302.06-4)

The reason for the waiver is due to this project modifying an existing dry detention basin that currently is within 50 feet of the existing right of way of 4th Ave. SE. The proposed detention basin is kept in the same general relationship to the right of way of 4th Ave. SE as the existing detention basin. The existing and proposed detention basin will have a fenced perimeter. We are confident that the proposed design will not be adversely impacted by this waiver.

At this time, we ask to be placed on the agenda for the next available Board of Public Works meeting. We appreciate your time and consideration of our request. Please call our office at (317) 655-777 if you have any questions.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



Nicholas Justice, PE
Project Manager



JAMES BRAINARD, MAYOR

August 10, 2020

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

Re: Consent to Encroach (Exterior Awning and Patio) at 211 W. Main Street, Suite 102

Dear Board Members:

A Consent to Encroach document signed by Monon Developments , owners of the property with the common address 211 W. Main Street, is submitted to the Board for signatures. A variance for the encroachment is also submitted to the Board of Public Works for approval during the August 19, 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 Monon Developments Company LLC, 211 W Main Street, Carmel, Hamilton County, Indiana 46032, (individually and collectively, "Owner"), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety ("City").

WITNESSETH:

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

WHEREAS, the current Owner wishes to install an Exterior Awning and Patio on the Real Estate (the "Encroachment") which will encroach into those segments of 3rd Avenue Southwest (the "Right of Way") which are contiguous to the Real Estate and which are identified on the drawing attached hereto and incorporated herein by reference as Exhibit B (the "Drawing"), in the manner and locations shown on the Drawing; and

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

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.

14. Owner agrees to indemnify and hold harmless City, its officers, officials, members, employees, invitees, licensees and agents, (i) from and against any and all losses, liabilities, damages, claims, judgments, attorney fees and costs arising from any bodily injury, death or property damage occurring during the initial installation and during any subsequent use, maintenance or repair of the Encroachment and (ii) for any failure of proper disclosure pursuant to Paragraph 18 hereof.
15. The parties agree that the terms of this Agreement shall be binding upon and inure to the benefit of their respective heirs, administrators, successors and assigns.
16. The parties executing this Agreement represent and warrant that they are authorized to enter into and execute this Agreement for and on behalf of the party which they represent.
17. This Agreement shall be effective as of the date on which it is last executed by a party hereto.
18. The Owner agrees to provide full disclosure of this Agreement to all persons, entities and others who acquire by or through Owner any interest in the Real Estate on and after the effective date of this Agreement.

"OWNER"

Monon Development Company LLC

Signature: [Handwritten Signature]
 Date: Jul 15, 2020

STATE OF INDIANA)
) SS:
 COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared Monon Development Company, LLC, 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 15 day of July, 2020.

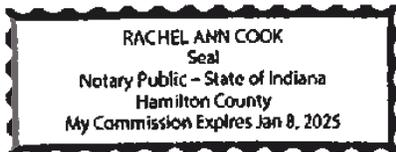
[Handwritten Signature]
 NOTARY PUBLIC

My Commission Expires:

Jan. 8, 2025

Rachel Ann Cook
 Printed Name

My County of Residence: Hamilton



"CITY"

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

BY: _____
James Brainard, Presiding Officer
Date: _____

Mary Ann Burke, Member
Date: _____

Lori Watson, Member
Date: _____

ATTEST:

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, Clerk-Treasurer of THE CITY OF CARMEL, who acknowledged the execution of the foregoing "Consent To Encroach" on behalf of the City of Carmel, Indiana.

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

My Commission Expires:

NOTARY PUBLIC

Printed Name
My County of Residence: _____

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

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

3. Owner covenants and agrees not to extend, increase, modify, alter, landscape, reconfigure or otherwise change the Encroachment from what is depicted on Exhibit B, and to maintain the Encroachment in good condition and repair.
4. Owner agrees that City shall have the right to remove any portion of the Encroachment as City deems necessary, in City's sole discretion and that, should the City take such action, the City shall incur no obligation to repair, replace or reimburse Owner for the cost of any damages thereby caused to the Encroachment, the Real Estate, or to Owner.
5. Owner agrees and acknowledges that the City's consent to encroach within the Right of Way, as provided in this instrument, regards the City's Right of Way interests only, and does not constitute permission or authority for the Owner to otherwise enter on, in, under, over, or upon the property interests of any other person without that person's consent even if such property interests are also located within the Right of Way.
6. Owner agrees and acknowledges that the Encroachment, as provided in this instrument, does not violate any covenants and restrictions applicable to the Encroachment.
7. Owner agrees that the Encroachment will not create standing water and/or other drainage problems that affect the City or adjacent property owners and that, if such problems arise, the City, in its sole discretion, may itself remove or may notify Owner who shall then immediately remove, all or any portion of the Encroachment as is necessary to correct such problems, at Owner's sole cost and expense.
8. Owner agrees that the water flow from the Encroachment shall be directed away from all street travel lanes and that water from the Encroachment shall not be permitted to spray onto, traverse or otherwise come into contact with any travel lanes or paved areas of any street or street intersection.
9. Owner agrees to repair or replace, at Owner's sole cost and expense and to the City's reasonable satisfaction, any utilities or improvements (whether located above, below or on the surface of the Right-of-Way) damaged as a result of the installation, construction, maintenance or operation of the Encroachment.
10. Owner agrees to install identification tape or identification wire on the Encroachment that will allow the City to readily determine the underground location of any Encroachment.
11. Owner agrees not to alter the ground surface elevation within the limits of the Right of Way at any time.
12. Owner agrees to reimburse City for any and all costs and expenses incurred by City to replace or repair any damage to the Right of Way and any improvements located therein caused by the installation, construction, maintenance and/or operation of the Encroachment.
13. Owner agrees to record this Agreement in the Office of the Hamilton County Recorder and to provide to City a recorded copy of same within ten (10) business days of the effective date of this Agreement. In the event this Agreement is not timely recorded by Owner, Owner agrees and consents to City recording same, at Owner's sole expense.

Exhibit A

OFFICE COMPONENT SITE PER INSTRUMENT #2017010479 (LOT 2A)

Part of Lots 6 and 7 per the Plat of Ira Mendenhall's Addition as recorded in Deed Book 23, page 81 in the Office of the Recorder of Hamilton County, Indiana and being more particularly described as follows:

Beginning at the northwest corner of said Lot 7, thence North 89 degrees 08 minutes 43 seconds East along the north line of said Lots 7 and 6 a distance of 130.29 feet; thence South 01 degrees 02 minutes 22 seconds East a distance of 69.53 feet; thence South 88 degrees 57 minutes 38 seconds West a distance of 15.35 feet; thence South 01 degrees 02 minutes 22 seconds East a distance of 21.98 feet; thence South 88 degrees 57 minutes 38 seconds West a distance of 116.20 feet to the west line of said Lot 7; thence North 00 degrees 15 minutes 20 seconds West along the west line of said Lot 7 a distance of 81.84 feet to the point of beginning, containing 0.268 acres of land, more or less.



JAMES BRAINARD, MAYOR

August 10, 2020

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

Re: Request for Variance (Exterior Awning and Patio) at 211 W. Main Street, Suite 102

Dear Board Members:

Monon Developments, owner of the property with the common address 211 W. Main Street, has requested a variance from Carmel City Code Section §6-227 (a)(4) for the installation of a Exterior Awning and Patio within a portion of the lot which will encroach into those segments of 3rd Avenue Southwest which are contiguous to the Real Estate. Generally, the improvement is proposed to be installed at the location indicated on the attached exhibit.

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

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 sump pump discharge line that, in the opinion of the City, represents a Detriment as defined in City Code.

Respectfully,

Jeremy Kashman, PE
City Engineer

OWNER

Exhibit B WEST MAIN STREET

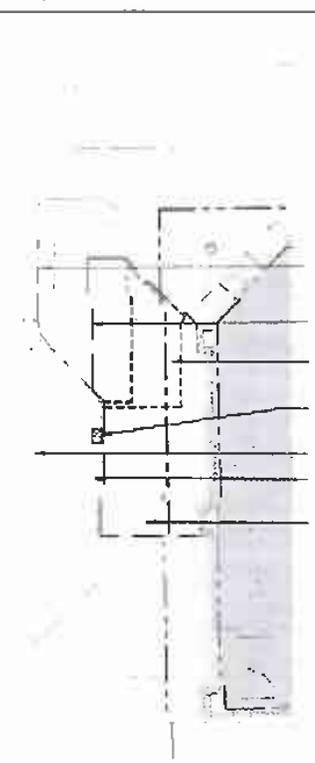
GENERAL NOTES

Property owner/owner agent or contractor approved by city. Notification of existing conditions shall be in accordance with applicable regulations.

All existing and proposed structures, including underground pipes and utilities, shall be properly protected at all times by the contractor. Existing structures shall be retained by such protective measures as approved by the city and local utility providers.

All existing construction work, alterations, repairs, and modifications conforming to applicable codes shall be retained. The contractor shall be responsible for the removal of any existing structures, including underground pipes and utilities, that are not to be retained. The contractor shall be responsible for the removal of any existing structures, including underground pipes and utilities, that are not to be retained. The contractor shall be responsible for the removal of any existing structures, including underground pipes and utilities, that are not to be retained.

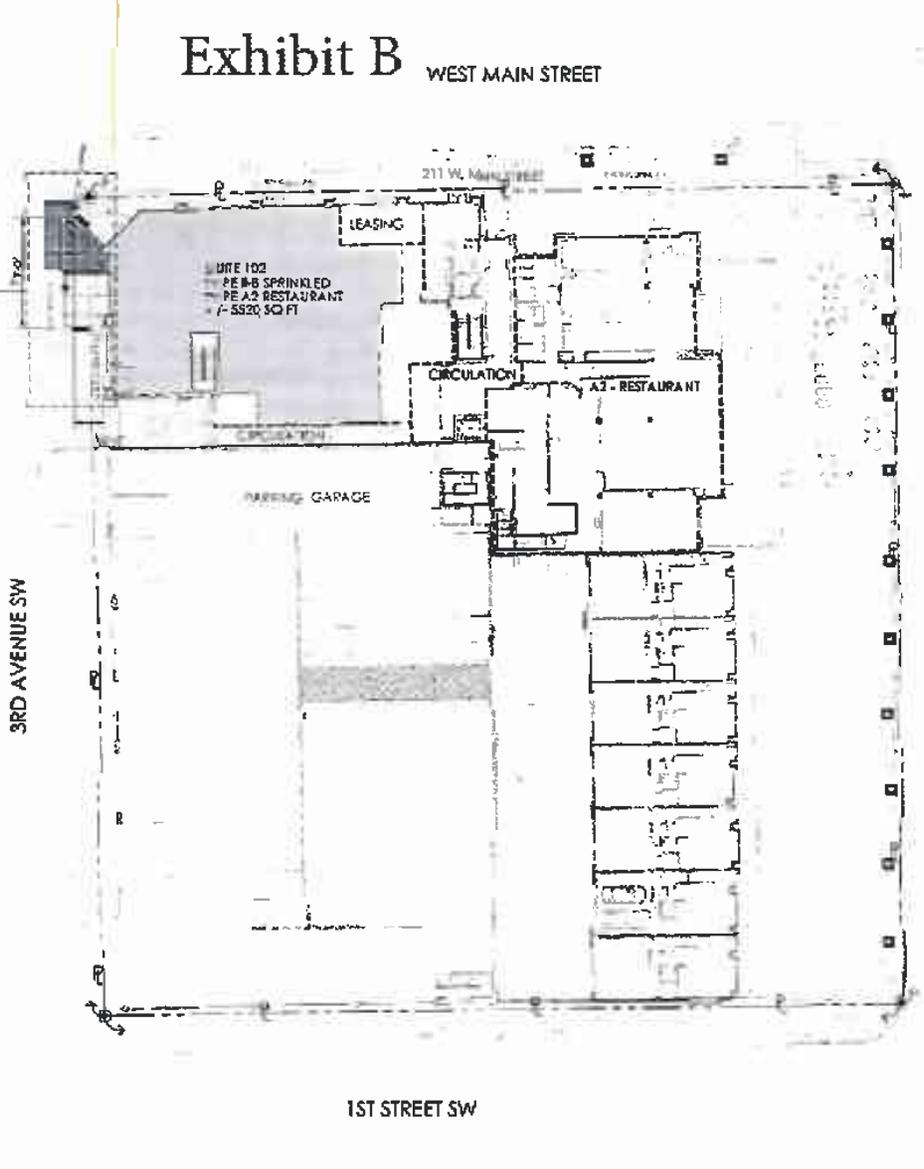
The contractor shall be responsible for the removal of any existing structures, including underground pipes and utilities, that are not to be retained. The contractor shall be responsible for the removal of any existing structures, including underground pipes and utilities, that are not to be retained. The contractor shall be responsible for the removal of any existing structures, including underground pipes and utilities, that are not to be retained.



- EXISTING 12" RCP STORM LINE
- GRASS PLANTER
- NEW SIDEWALK
- REINSTALLED/NEW PAVERS - PATTERN TO MATCH EXISTING
- FURNITURE - BY OWNER
- RAILING
- STOP PAVERS HERE
- WIDE & SHALLOW FOOTING - THIS LOC. INSTALL NEW GRATE INLET IN PLACE OF CURB INLET
- GRASS AREA ALONG CURB LINE
- ALUMINUM FRAMED AWNING SYSTEM
- CONTROL JOINTS IN SIDEWALK TO MATCH EXISTING
- CITY OF CARMEL STANDARD CURB AND GUTTER
- TIE NEW GRASS AREA INTO EXISTING
- PAVERS IN PLACE TO BE REMOVED FOR PLANTING
- OUTLINE OF PATIO AREA
- PAVERS TO BE REUSED
- REMOVE EXISTING CURB INLET
- CUT PAVEMENT FOR NEW CONSTRUCTION
- REMOVE/ADJUST EXISTING CURBING FOR NEW CONCRETE AREA
- EXISTING CONCRETE TO REMAIN

PROJECT INFORMATION:
 NAME: SAVOR RESTAURANT - EXTERIOR AWNING & PATIO
 ADDRESS: 211 W. MAIN STREET - SUITE 102
 AREA: 308 SF CONSTRUCTION UNLISTED OCC: MISC
 SCOPE: INSTALLATION OF NEW STRUCTURALLY INDEPENDENT AWNING WITH FIRE RETARDANT AS ALLOWED PER CODE

SHEET INDEX: P21.0: SITE PLANS
 P21.1: PROPOSED AWNING DETAILS
 P21.2: PROPOSED PATIO DETAILS



OVERALL SITE PLAN SCALE: 1/8" = 1'-0"

PROPOSED SITE PLAN

PZ 1.0

JACK P. MORGAN
 AIA
 CSI - ARCHITECT

918 N. TUXEDO STREET
 INDIANAPOLIS, IN 46220
 PH: 317-558-1116 FAX: 317-558-1117
 e-mail: jpmorgan@jpmorgan.com



DATE: 05/15/20
 ISSUE: FILING

PROPOSED DISCUSS FOR:
EXTERIOR AWNING
SAVOR RESTAURANT
 211 WEST MAIN STREET
 SUITE 102
 CARMEL, IN 46032

<p>APPROVED FOR THE CITY OF CARMEL</p> <p>DATE: 05/15/20</p> <p>BY: MISC</p>	<p>APPROVED FOR THE CITY OF CARMEL</p> <p>DATE: 05/15/20</p> <p>BY: MISC</p>	<p>APPROVED FOR THE CITY OF CARMEL</p> <p>DATE: 05/15/20</p> <p>BY: MISC</p>	<p>APPROVED FOR THE CITY OF CARMEL</p> <p>DATE: 05/15/20</p> <p>BY: MISC</p>
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J.T.D. GIBBS INC.



JAMES BRAINARD, MAYOR

August 11, 2020

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

RE: BADGER FIELD SUBDIVISION – SECONDARY PLAT

Dear Board Members:

Mr. Ted Nolting with KGR, LLP has requested the secondary plat for Badger Field Subdivision 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

EXHIBIT "A"

LEGAL DESCRIPTION

A PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 18 NORTH, RANGE 4 EAST, HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 89 DEGREES 58 MINUTES 04 SECONDS EAST (ASSUMED BASIS OF BEARINGS) 662.86 FEET ALONG THE NORTH LINE OF SAID QUARTER SECTION; THENCE SOUTH 01 DEGREES 59 MINUTES 51 SECONDS WEST 280.02 FEET; THENCE SOUTH 27 DEGREES 37 MINUTES 45 SECONDS EAST 106.09 FEET; THENCE SOUTH 04 DEGREES 25 MINUTES 48 SECONDS EAST 128.44 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 02 SECONDS EAST 610.98 FEET TO A POINT ON THE NORTH LINE OF LOT 2, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 52 MINUTES 26 SECONDS WEST 25.00 FEET ALONG THE NORTH LINE OF LOT 2; THENCE SOUTH 00 DEGREE 02 MINUTES 02 SECONDS EAST 59.76 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 56 SECONDS WEST 561.07 FEET; THENCE SOUTH 67 DEGREES 09 MINUTES 26 SECONDS WEST 27.06 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 36 SECONDS WEST 39.99 FEET TO THE BEGINNING OF A TANGENTIAL CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 19.00 FEET, BEING SUBTENDED BY A LONG CHORD BEARING OF SOUTH 44 DEGREES 52 MINUTES 09 SECONDS WEST, FOR 26.85 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 18 SECONDS EAST 412.15 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 31.00 FEET, BEING SUBTENDED BY A LONG CHORD BEARING OF SOUTH 45 DEGREES 04 MINUTES 55 SECONDS EAST, FOR 43.84 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 45 SECONDS EAST 234.68 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 13.00 FEET, BEING SUBTENDED BY A LONG CHORD BEARING OF NORTH 41 DEGREES 23 MINUTES 27 SECONDS EAST, FOR 19.47 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 04 SECONDS WEST 47.44 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 13.00 FEET, BEING SUBTENDED BY A LONG CHORD BEARING OF NORTH 45 DEGREES 09 MINUTES 53 SECONDS WEST, FOR 18.37 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 42 SECONDS WEST 173.23 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 5.00 FEET, BEING SUBTENDED BY A LONG CHORD BEARING OF NORTH 45 DEGREES 02 MINUTES 21 SECONDS WEST, FOR 7.06 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 59 SECONDS WEST 163.59 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 56 SECONDS EAST 11.84 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 04 SECONDS WEST 208.70 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 57 SECONDS EAST 571.40 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 02 SECONDS WEST 79.89 FEET TO THE POINT OF BEGINNING, CONTAINING 1.61 ACRES MORE OR LESS.

S89°56'04"E 662.86'

EXHIBIT "B"

NW COR SE 1/4
SEC. 28-T18N-R4E
NOTHING FOUND



PLAN SCALE: 1" = 150'

S1°59'51"W 280.02'

S27°37'45"E 106.09'

S4°25'48"E 128.44'

S0°02'02"E 610.98'

POINT OF BEGINNING

L=29.82, R=19.00
CH=S44°52'09"W 26.85

S89°49'36"W 39.99'

S89°52'26"W 25.00'

S67°09'26"W 27.06'

S0°02'02"E 59.76'

S89°46'56"W 561.07'

N89°47'57"E 571.40'

N0°02'02"W 79.89'

S0°05'18"E 412.15'

N6°13'04"W 208.76'

N89°46'56"E 11.84'

N0°05'59"W 163.59'

L=7.84, R=5.00
CH=N45°02'21"W 7.06

N89°58'42"W 173.23'

L=20.40, R=13.00
CH=N45°09'53"W 18.37

N0°13'04"W 47.44'

N89°53'45"E 234.68'

L=22.01, R=13.00
CH=N41°23'27"E 19.47

L=48.70, R=31.00
CH=S45°04'55"E 43.84



**ROGER WARD
ENGINEERING
INCORPORATED**

7474 NOEL ROAD
Indianapolis, IN 46278
(317) 251-1738 (Fax) 251-1923

PROJECT NAME: BADGER FIELD

PLAN SCALE: 1" = 150'

DATE: 08-10-2020

DESCRIPTION: DRAINAGE & BMP EASEMENT
EXHIBIT "B"