



Board of Public Works and Safety

Agenda Item

Cover Sheet

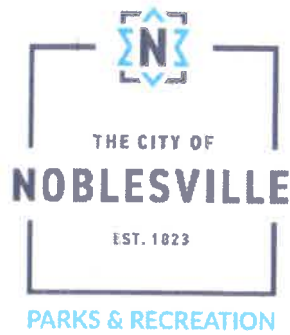
MEETING DATE: May 13, 2025

- ☒ Consent Agenda Item
- ☐ New Item for Discussion
- ☐ Previously Discussed Item
- ☐ Miscellaneous

ITEM #: 10

INITIATED BY: Savannah Wines

- ☒ Information Attached
- ☐ Verbal
- ☐ No Paperwork at Time of Packets



TO: Noblesville Board of Public Works and Safety
FROM: Savannah Wines, Parks Director, Parks Department
SUBJECT: Board to Consider Service Agreement with BF&S Civil Engineers for LWCF Grant Application Assistance
DATE: May 13, 2025

The Land and Water Conservation Fund (LWCF) is a federally funded program to support the development and/or acquisition of public outdoor recreation spaces. LWCF grants can award up to \$1,000,000.00 in match.

BF&S will assist with the preparation and submission of the grant application package. Their services will include completing necessary documentation, compiling required exhibits and maps, assisting with project descriptions, verifying eligibility requirements, and coordinating with the Indiana Department of Natural Resources (IDNR) to ensure compliance with all application standards.

The Parks Department Recommends the Board of Public Works approve the Service Agreement with BF&S Civil Engineers for LWCF Grant Application Assistance.





March 13, 2025

Matt Light, Deputy Mayor
City of Noblesville
16 S. 10th St.
Noblesville, IN 46060

RE: Land and Water Conservation Fund Application

Dear Mr. Light,

We appreciate the opportunity to work with the City of Noblesville Parks and Recreation Department in preparing the Land and Water Conservation Fund (LWCF) grant application for the proposed park land located south of SR-32, east of Willowview Rd., north of Midland Trace Trail, and west of the Janus Development Services, Inc. property.

LWCF Program is a matching assistance program that provides grants up to 50% of the cost for acquisition and/or development of outdoor recreation sites and facilities. Grant amount requests can range from a minimum of \$250,000 to \$1 million.

We understand that you have requested additional information explaining the LWCF process involving land acquisition. For clarity and ease of reference, I have organized the details in an outline format below.

1. LWCF with Land Acquisition

a. Proposed Process:

- i. The Noblesville Parks Foundation have proposed purchasing the land from Janus Developmental Services, Inc.
- ii. The land will be purchased using Impact Fees.
- iii. The land needs to be purchased before May 2025, before the appraisal expires.
- iv. The Parks Foundation will own the property until the National Parks Service (NPS) make their final approval that this project will be granted LWCF funds.
- v. Once the NPS submits their final approval, the Parks Foundation will donate the land to the Noblesville Parks Department.
- vi. Then, the land will be owned by the Parks Department and construction can begin.

b. Additional Info:

- i. Land donations are not reimbursed. The value is credited to the Parks Department as matching funds for this application. The value of donated land will be the amount of match money used in the application.

- ii. The LWCF projects that include land acquisition have a longer review process than projects that do not include it. Appraisal requirements, increased reviews, encumbrance of deeds, and other factors contribute to the longer review period.
- iii. Fees for appraisals and appraisal reviews are not reimbursable with LWCF grant money.
- iv. Appraisals must meet the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), be completed by a licensed UASFLA appraiser, and reviewed by a qualified appraiser or a certified UASFLA appraiser.
- v. The donation of property from the Parks Foundation to the Parks Department cannot occur until the federal LWCF project approval is completed by NPS.
- vi. Absolutely no construction (example: mobilizing the site and earthwork) can occur before the NPS has submitted their final approval to the Parks Department. Other tasks like executing permits, ordering equipment and site features may take place while the Parks Department waits for NPS's announcement.
- vii. The comprehensive explanation for this process is found in the Indiana Land & Water Conservation Fund Handbook 4: Land Acquisition.
<https://www.in.gov/dnr/state-parks/files/sp-LWCF-handbook-land-acquisition.pdf>

2. LWCF without Land Acquisition

- a. Proposed Process:
 - i. The Noblesville Parks Department may purchase the land directly from Janus Developmental Services, Inc.
 - ii. The acquisition will not be dictated by LWCF or federal requirements, thus streamlining the process.
 - iii. The money used for acquisition cannot be reimbursable with LWCF grant money.
 - iv. The value of land cannot be used as the City's match amount in the grant application, because the City already owns the land before the LWCF grant process was started and finalized.
- b. Matching Funds Options:
 - i. The City can use a combination of: appropriations, bond issues, force account labor, as well as donation of land, cash, labor, materials, or equipment.
 - ii. Other federal funds cannot be used as LWCF match.
 - iii. The City must have the local match share available at the time of application submission.
 - iv. The City will need to provide a "Certification of Local Funds" which would be in the form of a letter from the City Clerk outlining that the City is committed to provide the remaining costs of the project.

3. Estimated Grant Timeline:

- a. Both options will follow the same milestone schedule.
- b. August 1, 2025 – LWCF application is due to IDNR.
- c. Fall of 2025 – IDNR will announce which Indiana projects will move on to the NPS review process.
- d. Fall of 2026 – NPS will make their final approval.
- e. Spring of 2027 – Estimated start of construction.
- f. The LWCF timeline is subject to change.
- g. Land acquisition will most likely affect the NPS's review timeline.
- h. With our past experience, LWCF project approvals have been delayed because of additional information requested by IDNR and/or NPS.
- i. Each project is unique, and requirements may vary, thus affecting the timeline.

We appreciate the opportunity to assist the Parks and Recreation Department with this application process. Please contact the undersigned if you have any questions or require further explanation.

Sincerely,

BUTLER, FAIRMAN & SEUFERT, INC.



Jessica Nix, PLA
Senior Landscape Architect
jnix@bfsengr.com

SERVICES AGREEMENT

This Services Agreement (hereinafter referred to as "Agreement"), entered into by and between the **City of Noblesville, Indiana, a municipal corporation** (hereinafter referred to as "City") and **BF&S Civil Engineers** (hereinafter referred to as "Contractor"), and its successors and assigns, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

SECTION I. INTERPRETATION AND INTENT

- 1.1 The "Agreement", as referred to herein, shall mean this Agreement executed by City and Contractor, and shall include this Services Agreement and the **Exhibit A** attached hereto, and any written supplemental agreement or modification entered into between City and Contractor, in writing, after the date of this Agreement.
- 1.2 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Contractor.
- 1.3 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of City or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to City, shall govern.
- 1.4 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or City's representatives having drafted all or any portion of this Agreement.
- 1.5 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

SECTION II. DUTIES OF CONTRACTOR

- 2.1 Contractor shall provide services as specified in **Exhibit A**, attached hereto and incorporated into this Agreement.

SECTION III. TERM

- 3.1 The term of this Agreement shall begin upon execution and terminate on **December 31st, 2026** ("Termination Date") unless terminated earlier in accordance with this Agreement.

SECTION IV. COMPENSATION

- 4.1 Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in **Exhibit A**. Compensation shall not exceed **Twelve Thousand Dollars and Zero Cents (\$12,000.00)**

- 4.2 Funding for a multi-year agreement is not guaranteed. All of the City's obligations under this Agreement shall be subject to annual appropriation and shall not constitute a general obligation or indebtedness of the City.

SECTION V. GENERAL PROVISIONS

- 5.1 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the City. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate City in any way.
- 5.2 Subcontracting.
Approval required. The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.
- 5.3 Necessary Documentation. N/A
- 5.4 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period copies thereof, if requested, shall be furnished at no cost to City.
- 5.5 Ownership.
5.5.1 "Works" means works of authorship fixed in any tangible medium of expression by Contractor or its officers, employees, agents or subcontractors in the course of performing the services under this Agreement, including, but not limited to, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, regardless of the medium in which they are fixed, and all copies thereof.
5.5.2 All Works made or created by Contractor, either solely or jointly with City, in the course of Contractor's performance of services under this Agreement shall be deemed to be works for hire and are and shall be the exclusive property of City. At City's request, Contractor will execute all documents reasonably required to confirm or perfect ownership of such Works and any corresponding copyright

rights in and to such Works in City. Without the prior written consent of City, Contractor shall not use, copy or prepare derivative works of the Works, or any parts of them, other than as related to the performance of this Agreement. During the performance of this Agreement, Contractor shall be responsible for loss or damage to the Works while they are in Contractor's possession or control. Any loss or damage shall be restored at Contractor's expense. City shall have free and unlimited access to the Works at all times and, upon demand, shall have the right to claim and take possession of the Works and all copies. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards.

5.6 Insurance.

Minimum Insurance Requirements. Prior to commencing Work, the Contractor shall purchase and maintain from insurance companies lawfully authorized to do business in Indiana policies of insurance acceptable to the City, which afford the coverages set forth below. Insurance shall be written for not less than limits of liability specified or required by law, whichever coverage is greater, and shall include coverage for Contractor's indemnification obligations contained in this Agreement. Certificates of Insurance acceptable to the City shall be given to the City prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. Each policy must be endorsed to provide that the policy will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the City; provided however that such policies may be cancelled with only ten (10) days' prior notice for non-payment of premium. The required coverages and limits which Contractor is required to obtain are as follows:

A. Commercial General Liability

Limits of Liability:	\$2,000,000 General Aggregate
	\$2,000,000 Products & Completed Ops.
	\$1,000,000 Bodily Injury / Prop. Damage
	\$1,000,000 Personal / Advertising Injury
	\$1,000,000 Each Occurrence

B. Auto Liability

Limits of Liability:	\$500,000 Per Accident
Coverage Details	All owned, non-owned, & hired vehicles

C. Workers Compensation and Employer's Liability

As required by Indiana law.

D. Professional/Errors & Omissions Liability

Limits of Liability	\$1,000,000 Each Occurrence
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\$2,000,000 Aggregate

All coverage provided above shall be endorsed to include the City as an additional insured except for the Worker's Compensation / Employer's Liability and Professional/Errors & Omissions policy.

5.7 Termination for Cause or Convenience.

5.7.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice of City's intent to terminate, and (2) an opportunity for consultation with City prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by City to be incurred by reason of Contractor's default.

5.7.2 This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Contractor is given (1) not less than ten (10) calendar days written notice of intent to terminate and (2) an opportunity for consultation with City prior to termination. If City terminates for convenience, Contractor's compensation shall be equitably adjusted.

5.7.3 Upon receipt of notice of termination for default or for City's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all Works and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.

5.7.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of City. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section 5.7.1 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

5.8 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain

sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

- 5.9 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its board, agents and employees of any of them (“Indemnitees”) from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees and court costs and other expenses, arising out of or resulting from any negligent acts, errors, or omissions of the Work. The Contractor’s indemnification under this Section shall survive both final payment and the termination of this Agreement.
- 5.10 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

To Contractor:
BF&S
Attn: Jessica Nix
8450 Westfield Blvd
Suite 300
Indianapolis, IN 46240

To City:
Noblesville Parks
Attn: Savannah Wines
16 S. 10th Street
Noblesville, IN 46060

Courtesy Copy:
City Attorney
16 S. 10th Street
Noblesville, IN 46060

- 5.11 Disputes. Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and City may otherwise agree in writing. Should Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by City or Contractor as a result of such failure to proceed shall be borne by Contractor, and Contractor shall make no claim against the City for such costs. City may withhold payments on disputed items pending resolution of the dispute.
- 5.12 Non-discrimination. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 5.13 Conflict of Interest.

- 5.13.1 Contractor certifies and warrants to City that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.
- 5.13.2 For purposes of compliance with IC 36-1-21, Contractor certifies and warrants to City that Contractor, or a person who wholly or partially owns Contractor, is not a relative, as that term is defined by IC 36-1-21-3, of an elected official of Noblesville, Indiana.
- 5.14 Non-contingent Fees. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 5.15 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
- 5.16 Applicable Laws; Forum.
- 5.16.1 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by City and Contractor to determine whether the provisions of the Agreement require formal modification.
- 5.16.2 This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the City of Noblesville, County of Hamilton. Suit, if any, shall be brought in the State of Indiana, County of Hamilton.
- 5.17 Waiver. City's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of City's rights or remedies.

- 5.18 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 5.19 Attorneys' Fees. Contractor shall be liable to City for reasonable attorneys' fees incurred by City in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.
- 5.20 Successors and Assigns. City and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City or the Contractor.
- 5.21 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute agreements on behalf of Contractor and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by City.
- 5.22 Debarment and Suspension
- 5.22.1 Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or 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 Contractor.
- 5.22.2 Contractor certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.
- 5.22.3 Contractor shall provide immediate written notice to City if, at any time after entering into this Agreement, Contractor learns that its certifications were erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to IC 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.

- 5.22.4 Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.
- 5.23 Compliance With E-Verify Program. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.
- 5.23.1 Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractor subsequently learns is an unauthorized alien. If Contractor violates this Section 5.23, City shall require Contractor to remedy the violation not later than thirty (30) days after City notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, City shall terminate the contract for breach of contract. If City terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to City for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.
- 5.23.2 If Contractor employs or contracts with an unauthorized alien but City determines that terminating the contract would be detrimental to the public interest or public property, City may allow the contract to remain in effect until City procures a new contractor.
- 5.23.3 Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 5.23, Contractor may terminate its contract with the subcontractor for such violation.
- 5.23.4 Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming Contractor's enrollment in the Program, unless the Program no longer exists, shall be filed with City prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

BF&S ("Contractor")

By: Michael D. Eichenauer

Date: 4/2/2025

Printed: Michael Eichenauer, PE

Title: Controller

City of Noblesville

By: Chris Jensen

Date: 05/08/2025

Printed: Chris Jensen

Title: Mayor

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor): BF&S

By (Written Signature): Michael W. Eichenauer

(Printed Name): Michael Eichenauer, PE

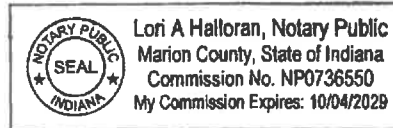
(Title): Controller

Important - Notary Signature and Seal Required in the Space Below

STATE OF Indiana

COUNTY OF Marion

SS:



Subscribed and sworn to before me this 2nd day of April,
2025

My commission expires: 10/4/29 (Signed) Lori A. Halloran

a. Residing in Marion County, State of Indiana

March 27, 2025

Savannah Wines, Director
Noblesville Parks and Recreation
701 Cicero Road
Noblesville, IN 46060

RE: Land and Water Conservation Fund Application

Dear Savannah,

We appreciate the opportunity to work with the City of Noblesville Parks and Recreation in preparing the Land and Water Conservation Fund (LWCF) grant application for proposed park land located south of SR-32, east of Willowview Rd., north of Midland Trace Trail, and west of the Janus Developmental Services Inc. property.

We understand that the intent is for Butler, Fairman and Seufert, Inc. to assist the Parks Department in this effort by providing the following services, based off of the "Land & Water Conservation Fund Grant Application Checklist":

- (A1) Compile Eligibility documents.
- (A2) Fill out the Grant Application form.
- (A3) Prepare Itemized Cost Breakdown document.
- (A4) Compile Certification of Funds documents.
- (A5) Prepare the Project Priorities text.
- (A6) Prepare the Project Narrative text.
- (A7) Prepare the Project Timeline document.
- (A8) Prepare the Location Map and LWCF Boundary Map documents.
- (A9) Prepare the Site Photos document.
- (SD1) Prepare the DNR Early Coordination/Environmental Review Report and the signed Commitment Form.
- (SD2) Prepare the Environmental Summary text.
- (SD3) Compile Property Deeds, Leases, or Easements/ROWs documents.
- (SD4) Prepare Proof of Flood Insurance documents.
- (SP5) Compile the signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions form.
- (SP6) Compile the signed Civil Rights Act of 1964, Title VI, Assurance of Compliance form.
- (SP7) Compile the signed Build America, Buy America form.
- (SP8) Compile the DNR Subrecipient Information form.
- Attend a maximum of (3) three review meetings with the Parks Department.
- Attend a maximum of (2) two review meetings with DNR and the Parks Department.
- Compile all documentation and create the application package.

- Submit the application to IDNR on behalf of the Parks Department.
- Assist in post-construction application close-out documents for IDNR.

It is understood that the Parks Department will assist or fully complete the remaining sections of the grant application, if applicable:

- (A1) Provide Eligibility documents to BF&S.
- (A2) Assist in filling out the Grant Application form for BF&S.
- (A4) Provide Certification of Funds documents to BF&S.
- (A5) Assist in providing information for the Project Priorities text.
- (A6) Assist in providing information for the Project Narrative text.
- (SP3) Provide Property Deeds, Leases, or Easements/ROWs documents.
- (SP5) Provide the signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions form.
- (SP6) Provide the signed Civil Rights Act of 1964, Title VI, Assurance of Compliance form.
- (SP7) Provide the signed Build America, Buy America form.
- (SP8) Provide the DNR Subrecipient Information form.

The application shall be submitted to IDNR by August 1, 2025. BF&S will submit the final application package to the Parks Department by July 25, 2025 for a final review, allowing time for minor revisions and changes.

We propose to perform these services, as outlined in IDNR's LWCF application checklist, for a lump sum fee of \$12,000.00.

We appreciate the opportunity to work with the Parks Department on the application project. Contact the undersigned if you have any questions or concerns. Please sign below to indicate approval and return one copy of this letter to our office.

Sincerely,

BUTLER, FAIRMAN & SEUFERT, INC.



Jessica Nix, PLA
Senior Landscape Architect

8450 Westfield Blvd, Suite 300
Indianapolis, IN 46240
317.713.4615
bfsengr.com



NOBLESVILLE PARKS AND RECREATION:

Print

Sign

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/9/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
SterlingRisk
135 Crossways Park Drive
P.O. Box 9017
Woodbury NY 11797

CONTACT
NAME:
PHONE
(A/C No, Ext): 800-767-7837 FAX
(A/C No): 516-487-0372
E-MAIL
ADDRESS: request@sterlingrisk.com

License#: BR-1418528
BUTLFAI-01

INSURED
Butler, Fairman, and Seufert, Inc.
8450 Westfield Blvd., Suite 300
Indianapolis IN 46240

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Endurance American Insurance Company	10641
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1995411324

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		DPL30046493801	10/11/2024	10/11/2025	\$5,000,000 \$5,000,000 Limit each claim Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

The City of Noblesville
16 S 10th St, Suite 155
Noblesville, IN 46060

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/01/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Walker Professional Insurance 18969 Mallory Rd Noblesville IN 46060	CONTACT NAME: Kristen Walker, CIC PHONE (A/C, No, Ext): (317) 759-9321 FAX (A/C, No): E-MAIL ADDRESS: Certificate@WalkerProfessional.com																					
INSURED Butler Fairman and Seufert Inc 8450 Westfield Blvd Ste 300 Indianapolis IN 46240	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>The Travelers Indemnity Co</td><td>25658</td></tr><tr><td>INSURER B:</td><td>Travelers Property Casualty Company of America</td><td>25674</td></tr><tr><td>INSURER C:</td><td>The Phoenix Ins Co</td><td>25623</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	The Travelers Indemnity Co	25658	INSURER B:	Travelers Property Casualty Company of America	25674	INSURER C:	The Phoenix Ins Co	25623	INSURER D:			INSURER E:			INSURER F:		
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INSURER C:	The Phoenix Ins Co	25623																				
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** CL255145264**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
B	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO						
	<input type="checkbox"/> OWNED AUTOS ONLY						
	<input type="checkbox"/> HIRED AUTOS ONLY						
B	<input checked="" type="checkbox"/> UMBRELLA LIAB						
	<input type="checkbox"/> EXCESS LIAB						
	<input type="checkbox"/> OCCUR						
	<input type="checkbox"/> CLAIMS-MADE						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						
	If yes, describe under DESCRIPTION OF OPERATIONS below						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Where allowable by law. General Liability, Automobile Liability and Umbrella Liability provides for additional insured when agreed by written contract or agreement. General Liability, Automobile Liability and Umbrella Liability is provided on a primary, non-contributory basis when agreed by written contract or agreement. General Liability, Automobile Liability, Workers Compensation, and Umbrella Liability include a waiver of subrogation when agreed by contract or agreement. Umbrella is follow form per the terms of the policy. 30 days notice of cancellation, except for non-payment, shall be provided to the certificate holder. General Liability includes Contractual Liability per the terms of the policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Noblesville
16 S 10th St Suite 155

Noblesville

IN 46060

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE:

AGENCY CUSTOMER ID: 00035850

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Walker Professional Insurance		NAMED INSURED Butler Fairman and Seufert Inc
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

The City of Noblesville is included as additional insured on General Liability, Automobile Liability and Umbrella Liability provides for additional insured when agreed by written contract or agreement.