RESOLUTION NO. RB-44-23
A RESOLUTION APPROVING A SCOPING AGREEMENT
(Patch Development – Project Scoreboard)

WHEREAS, the City of Noblesville, Indiana (the "City") issued a Request for Proposals and Qualifications to design, build, operate, and/or maintain an events center and parking garage in the City (the "RFPQ");

WHEREAS, pursuant to the RFPQ, the City sought offers to design, build, operate, and transfer to the City (i) a new venue with at least 3,400 seats in the City on property owned by the City, or owned or to be owned by an offeror, which venue will be qualified to serve as a professional basketball facility for G-League games as conducted by the National Basketball Association Development League (the "Events Center"), (ii) a new parking garage with capacity for at least 600 parking spaces to be on property owned by the City, or owned or to be owned by an offeror, and adjacent to the Events Center in the City (the "Parking Garage"), and (iii) the infrastructure investment needs including roads, streets, and utilities needed to be improved in connection with or related to the Events Center and the Parking Garage and surrounding area, all pursuant to a public-private agreement between the City and the selected offeror in accordance with Ind. Code § 5-23 *et seq.* (the "Act");

WHEREAS, Patch Innovation Mile LLC (the "Offeror"), prepared and provided its proposal and statement of qualifications (the "PSOQ") to design, develop, build, operate, transfer, and/or maintain the Events Center and the Parking Garage on June 28, 2023;

WHEREAS, the City determined that Offeror is reasonably susceptible of being selected for a Build Operate Transfer Agreement or Agreements (the "BOT Agreement(s)") in accordance with the Act;

WHEREAS, the RFPQ Selection Committee, having reviewed the PSOQ and along with other responses to the RFPQ, recommended to the City's Board of Public Works and Safety (the "Board") that it accept Offeror as the party selected for continued negotiation, scoping, and eventually completing the Events Center and the Parking Garage;

WHEREAS, the Board accepted that recommendation on July 25, 2023;

WHEREAS, consistent with and pursuant to the RFPQ and the Act, the City and the Offeror desire to enter into a scoping agreement for Offeror to cause to be completed the Scoping Services (defined therein), the substantially final terms of which scoping agreement are attached hereto as Exhibit A and incorporated herein by reference (the "Scoping Agreement");

WHEREAS, the purpose of the Scoping Agreement is to enable the Offeror to complete the next steps of design for the Events Center, the Parking Garage, and the related infrastructure so as to take the plans from concept designs to final construction plans, to set the expected milestones for the Events Center and the Parking Garage facilities, to ensure that all plans/designs for the Events Center and the Parking Garage are owned by the City, and to further refine the Events Center and the Parking Garage facilities so that the City and Offeror can enter into BOT Agreement(s), and move the Events Center, the Parking Garage, and the related infrastructure forward;

WHEREAS, the Board has reviewed the Scoping Agreement and considered the information provided to it by the Mayor, City administration and others relating to the Scoping Agreement and therefore finds that the terms of the Scoping Agreement are consistent with the provisions of Indiana law, including the Act, and the plan for development of the City, will serve to foster and encourage economic growth of the City and will be of public benefit to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF NOBLESVILLE, HAMILTON COUNTY, INDIANA, AS FOLLOWS:

Section 1. The Scoping Agreement, in substantially final form attached hereto as Exhibit A, is hereby approved and the Mayor and/or Deputy Mayor of the City are each hereby authorized to execute said Scoping Agreement on behalf of the City. The Mayor and/or Deputy Mayor of the City are each hereby authorized and empowered to approve any such amendments, additions, deletions or changes to the Scoping Agreement as he deems necessary or advisable, with the advice of counsel, and provided such amendments, additions, deletions, or changes are not inconsistent with the purpose and intent of the Scoping Agreement as attached, and his approval shall be signified by his execution of the Scoping Agreement.

Section 2. The Mayor, the Deputy Mayor, the Controller and the Clerk of the City, and such other staff members, service providers and firms as they may direct are hereby authorized and directed to take any and all other actions on behalf of the City as may be necessary or appropriate to carry out the purposes of this resolution and/or the Scoping Agreement.

Section 3. This resolution shall be in full force and effect after its passage and execution as provided by law.

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ALL OF WHICH IS RESOLVED by the City of Noblesville Board of Public Works and Safety this 10th day of October 2023.

JACK MARTIN, PRESIDENT

JOHN DITSLEAR, MEMBER

LAURIE DYER, MEMBER

ROBERT J. ELMER, MEMBER

RICK L. TAYLOR, MEMBER

ATTEST:

EVELYN L. LEES, CLERK
CITY OF NOBLESVILLE, INDIANA

EXHIBIT A

Scoping Agreement

NOBLESVILLE EVENTS CENTER AND PARKING GARAGE SCOPING AGREEMENT

This Noblesville Events Center and Parking Garage Scoping Agreement (this "**Agreement**") is entered into as of the 10th day of October, 2023 (the "**Effective Date**"), by and between Patch Innovation Mile LLC, an Indiana limited liability corporation ("**Offeror**"), and the City of Noblesville, Hamilton County, Indiana, an Indiana municipal corporation (the "**City**" and, jointly with Offeror, the "**Parties**" and, each, a "**Party**") on the following terms and conditions.

Recitals

WHEREAS, on or about June 7, 2023, the City issued a certain Request for Proposals and Qualifications to design, build, operate, and/or maintain an events center and parking garage in the City (the "**RFPQ**");

WHEREAS, pursuant to the RFPQ, the City sought offers to design, build, operate, and transfer to the City (i) a new venue with at least 3,400 seats in the City on property owned by the City, or owned or to be owned by an offeror, which venue will be qualified to serve as a professional basketball facility for G-League games as conducted by the National Basketball Association Development League (the "**Events Center**"), (ii) a new parking garage with capacity for at least 600 parking spaces to be on property owned by the City, or owned or to be owned by an offeror, and adjacent to the Events Center in the City (the "**Parking Garage**"), and (iii) the infrastructure investment needs including roads, streets, and utilities needed to be improved in connection with or related to the Events Center and the Parking Garage and surrounding areas (such surrounding areas have now been defined and are generally shown, geographically, on Exhibit A attached hereto and incorporated by reference and utility infrastructure needs generally shown on Exhibit D-1 attached hereto and incorporated herein by reference) (collectively, the "**Infrastructure**"), all pursuant to a public-private agreement between the City and the selected offeror in accordance with Ind. Code § 5-23 *et seq.* (the "**Act**");

WHEREAS, for the avoidance of doubt, the Infrastructure (as depicted on Exhibit D-1 for purposes of this Agreement) generally includes extending sanitary sewer to the site from Fishers' Mud Creek Sanitary Sewer Interceptor, construction of four (4) wet storm water detention ponds, storm sewer interconnecting ponds, water main extension, mass grading for 141st Street to east of a power line easement, mass grading for future internal roads, and mass grading for building pads for the Events Center and the Parking Garage;

WHEREAS, the Infrastructure (as depicted on Exhibit D-1 for purposes of this Agreement) does not include the paving, curbing, trails, or storm sewer for the graded area of 141st Street and/or future internal roads;

WHEREAS, additional infrastructure is contemplated as part of the BOT Agreement(s) (defined herein) and is to be scoped and contemplated to be agreed to during the term of this

Agreement and prior to any BOT Agreement(s);

WHEREAS, in response to the RFPQ, Offeror submitted a proposal and statement of qualifications to the City for completing the Events Center and the Parking Garage;

WHEREAS, Offeror prepared and provided its proposal and statement of qualifications (the "**PSOQ**") to design, develop, build, operate, transfer, and/or maintain the Events Center and the Parking Garage on June 28, 2023;

WHEREAS, the City determined that Offeror is reasonably susceptible of being selected for a Build Operate Transfer Agreement or Agreements (the "**BOT Agreement(s)**") in accordance with the Act;

WHEREAS, the RFPQ Selection Committee, having reviewed the PSOQ and along with other responses to the RFPQ, recommended to the City's Board of Public Works and Safety (the "**Board**") that the Board accept Offeror as the party selected for continued negotiation, scoping, and eventually completing the Events Center and the Parking Garage;

WHEREAS, the Board accepted that recommendation on July 25, 2023;

WHEREAS, consistent with and pursuant to the RFPQ and the Act, the Parties desire to enter into this Agreement for Offeror to cause to be completed the Scoping Services (defined herein); and

WHEREAS, the purpose of this Agreement is to enable Offeror to complete the next steps of design for the Events Center, the Parking Garage, and the Infrastructure so as to take the plans from concept designs to final construction plans, to set the expected milestones for the Events Center and the Parking Garage facilities, to ensure that all plans/designs for the Events Center and the Parking Garage are owned by the City, and to further refine the Events Center and the Parking Garage facilities so that the Parties can enter into BOT Agreement(s), and move the Events Center, the Parking Garage, and the Infrastructure forward.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Offeror agree as follows:

1. **RECITALS.** The representations, covenants, and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.

2. **MUTUAL ASSISTANCE.** The Parties agree, subject to further proceedings required by the Laws (defined herein), to take such actions, including the execution and delivery of such

documents, instruments, petitions, and certifications, as may be necessary or appropriate, from time to time, to carry out the terms, provisions, and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions, and intent.

3. **SCOPING SERVICES.** In consideration of and as a material inducement for City's consideration of Offeror for BOT Agreement(s) and the additional consideration described herein, Offeror shall deliver, complete, and/or cause to be completed all services, work and components thereof described in Section 5 (collectively, the "**Scoping Services**") to the City's satisfaction.

4. **DEFINITIONS.**

a. "**Claims**" shall mean claims, liabilities, damages, injuries, losses, liens, costs, and/or expenses of any kind (including, without limitation, reasonable attorneys' fees).

b. "**Concept Plan**" shall mean the concept plan for the Events Center and the Parking Garage developed by Offeror within approximately thirty (30) days of the later of (i) the Effective Date, and (ii) a meeting with the City and its review panel, as designated by the City (collectively, the "**City Parties**") to determine the floor plan, size, scale, and program of space to be included in the Events Center and the Parking Garage.

c. "**Construction Drawings**" or "**CDs**" shall mean construction drawings with respect to the construction of the Project, which documents shall be consistent with the Design Development Drawings and the Laws.

d. "**Construction Schedule**" shall mean the portion of the Project plans comprised of the construction schedule, permitting, early works, infrastructure, civil, and vertical construction, which Construction Schedule shall reflect construction sequencing activities in detail with appropriate links, critical path, predecessors/successors/milestones, a substantial completion date, temporary certificate of occupancy and certificate of occupancy to be included as part of the BOT Agreement(s), with separate bid packages to be released to allow for commencement of construction on or before March 1, 2024.

e. "**Cure Period**" shall mean a period of: (a) ten (10) days after written notice of such default in the case of any monetary default; and (b) thirty (30) days after a Party failing to perform or observe any other term or condition of this Agreement to be performed or observed by it receives written notice specifying the nature of the default; provided that, if such default is of such a nature that it cannot be remedied within thirty (30) days, despite reasonably diligent efforts, then the thirty (30) day cure period shall be extended, as may be reasonably necessary, for the defaulting Party to remedy the default, so long as the defaulting Party: (i)

commences to cure the default within the thirty (30) day period, and (ii) diligently pursues such cure to completion; provided that in no event shall a Cure Period extend more than ninety (90) days after the date of the default.

f. "**Design Development Documents**" or "**DDs**" shall mean detailed design development documents for the Project, which documents shall be consistent with the Schematic Design Drawings and the Laws.

g. "**Development and Construction Budget**" shall means the total of all costs and expenses incurred in connection with the development and construction of the Project, including, without limitation, any and all financing costs, land costs, hard costs, and soft costs.

h. "**Development Schedule**" shall mean a Gantt chart created and delivered using Primavera or Microsoft detailing activities with predecessors and successors and including critical path schedule(s) and timelines that captures all development components for successful execution of the Project, including providing milestones dates and critical paths for permitting, design, infrastructure, vertical construction, punch, procurement, and close out.

i. "**Laws**" shall mean all applicable laws, statutes, and/or ordinances, and any applicable governmental or judicial rules, regulations, guidelines, judgments, orders, and/or decrees, including, without limitation, the City's Unified Development Ordinance and any zoning regulations related to the Project.

j. "**Management Plan**" shall mean all plans concerning the management and operation of the Events Center and the Parking Garage, including, but not limited to, pricing, consultants, concessions, ticket sales, available dates for public use, available dates for private use, etc. For the avoidance of doubt, the Parties acknowledge that REV Entertainment LLC will be serving as a consultant to develop the Management Plan and it is anticipated that REV Entertainment LLC will become the initial "operator" of the Events Center.

k. "**Project**" shall mean, collectively, the Events Center, the Parking Garage, and related incidental and/or necessary infrastructure improvements related thereto.

l. "**Property Inspection(s)**" shall mean surveys, borings, tests, inspections, special inspections, material testing, examinations, studies, and investigations, including, without limitation, environmental assessments and geotechnical reviews and assessments.

m. "**Schematic Design Drawings**" or "**SDs**" shall mean the schematic design drawings for the Project that are consistent with the Site Plan and the Laws.

n. **"Site"** shall mean property generally described and/or depicted on Exhibit A attached hereto and incorporated herein by reference.

o. **"Site Plan"** shall mean a site exhibit and civil engineering plan for the Project that is consistent with the Concept Plan and the Laws.

5. **PLAN REFINEMENT**. The following "**Plan Refinement Process**" shall govern development and construction of the Events Center and the Parking Garage:

a. **Meetings**. Within seven (7) days of the Effective Date, Offeror shall meet with the City concerning the City's desired outcome for the design and construction of the Events Center and the Parking Garage. As needed and typically at least every twenty-one (21) days throughout the Plan Refinement Process, Offeror and the City shall continue to meet to complete the Plan Refinement Process, which process shall be completed no later than January 31, 2024, subject to the City's reasonable approval and comment requirements set forth in Section 5(c). Moreover, upon request by the City or Offeror, the other Party shall make every effort to schedule additional planning meetings to discuss, review, revise, or seek comment on documents provided or to be provided as part of the Plan Refinement Process.

b. **Process**. Throughout the Plan Refinement Process, Offeror shall submit for review and approval the following documents, which documents shall be submitted to the City in the order listed below, with respect to the Project:

i. Owner Rep Communication
   1. Offeror shall include the City's "**Owner Representative**" (Jeff Birenbaum with CHA Consulting Inc.) on Offeror's communications regarding construction issues.
   2. Offeror shall use best faith efforts to copy Owner Representative on all material, external, third-party communications related to the Project.
   3. Offeror shall establish and use (or cause to be established and used) Procore construction management software for construction coordination and shall provide (or cause to be provided) access to the same to Owner Representative and up to three (3) additional City-identified persons.

ii. Preferred Developer Agreement
   1. Due: October 31, 2023
   2. Will include discussions and completion of services to be rendered as a preferred developer in the Innovation Mile District.
   3. Tasks will be spelled out in a Preferred Developer Agreement and may include, but will not be limited to, assisting with the development of the Innovation Mile District, purchasing real

estate, negotiating development agreements, and otherwise assisting with development tasks in the Innovation Mile District.

iii. Utility/Infrastructure Master Plan for the Innovation Mile District
    1. Initial Plans (including estimated scoping and design) Due: October 13, 2023
    2. Final, Approved Plans Due: October 27, 2023

iv. Concept Plan
    1. Due: Thirty (30) days from Effective Date

v. Management Plan (Draft)
    1. Due: November 1, 2023

vi. Site Plan (including fencing, screening, and signage)
    1. Due: November 3, 2023

vii. Management Plan (Final)
    1. Due: January 31, 2024

viii. Schematic Design (SD) Drawings
    1. Due: Forty-five (45) days from Concept Plan approval

ix. BIM Model (SDs)
    1. Due: Thirty (30) days from SD Drawings approval

x. Design Development Documents
    1. Due: Sixty (60) days from SD Drawings approval
    2. Must include:
        a. Exterior, all four (4) sides – daytime and nighttime – for the Events Center and the Parking Garage;
        b. Aerial view;
        c. Interior – Showing three (3) to four (4) different scenarios/stages of use;
        d. Suite interior;
        e. Concessions/Food and Beverage interior;
        f. Landscaping/exterior – day and nighttime; and
        g. Lounge area – where furniture, fixtures, and equipment (FF&E) are most prevalent.

xi. BIM Model (DDs)
    1. Due: Thirty (30) days from DD Documents approval

xii. Construction Drawings (fully coordinated and compiled)
    1. Due: Sixty (60) days from DD Documents approval

xiii. BIM Model (CDs)
    1. Due: Forty-five (45) days from DD Documents approval

xiv. Construction Schedule
    1. Draft Due: Thirty (30) days from SD Drawings approval
    2. Updated Draft Due: Thirty (30) days from DD Documents approval
    3. Schedule will be relied upon and included in the final construction (GMP) contract.

xv. Development and Construction Budget
    1. Development and Construction Budget (Initial) Due: October 15, 2023
    2. Development and Construction Budget (Final) Due: December 29, 2023
    3. Thereafter Development and Construction Budget does not change without the mutual agreement of Offeror and the City and otherwise in accordance with the final construction (GMP) contract.

xvi. Cost Management
    1. Engage a consultant or in-house personnel to issue cost management monthly reports tracking the Development and Construction Budget, actual costs, costs committed, costs incurred, cost risks, draw status, invoice tracking, etc.

xvii. Early Procurement
    1. Identify long lead items for early procurement and incorporate into the schedule.

xviii. Early Works
    1. Identify early works and mobilize under separate agreement to get ahead of schedule.

xix. Construction Management
    1. Preconstruction consultation.
    2. Creation of a logistics plans.
    3. Detailed construction scheduling reflecting construction sequencing.
    4. Full building construction (with critical path).
    5. Value Engineering.
    6. Early works permitting.
    7. Early buyouts.
    8. Design assist.
    9. General Conditions and General Requirements breakdown.
    10. Costing estimate by CSI division based on take offs and detail at SD drawing and DD document stages.
    11. Means and methods and constructability review.
    12. BIM modeling (including early clash detection).
    13. Any other general contractor-related scope requested by the City.

As part of the Plan Refinement Process, Offeror will provide the City with a list of subcontractors it intends to invite to bid on the Project, which may be different than those submitted in the PSOQ. The City shall have ten (10) days from receipt of such list to (i) recommend subcontractors the City desires to also receive an invitation to bid on the Project that are not already included on the bid invitation list, and (ii) request that Offeror remove a

subcontractor from the bid invitation list. Offeror is under no obligation to accept the City's proposed subcontractors and may reject any subcontractor for any reasonable basis. Offeror is obligated to not engage subcontractors rejected by the City, provided that the City's basis for rejection of such subcontractor is reasonable. Offer shall consult with the City on the final selection of subcontractors. Once the construction (GMP) contract has been substantially finalized, the City and Offeror shall enter into one or more BOT Agreement(s) which BOT Agreement(s) shall contain any terms related to the selected subcontractors (for example how the parties will handle the selection of replacement subcontractors or removal of non-performing contractors). The parties shall approach the selection, replacement, and negotiation over subcontractors by consultation with each other as part of completion of final BOT Agreement(s); provided, however, such selection, replacement, and negotiation shall be in conformance with the final construction (GMP) contract.

c. **Approval of Submitted Documents**. Within ten (10) business days after the City receives each of the Concept Plan, the Site Plan, the Schematic Design Drawings, the Design Development Documents, and the Construction Drawings (each, a "**Submitted Document**" and, collectively, "**Submitted Documents**"), the City shall deliver to Offeror written notice that it approves or rejects the Submitted Document; provided that, if the City rejects all or any part of a Submitted Document, then such notice shall: (A) specify the part or parts that the City is rejecting; and (B) include the specific basis (which may be any reason, in the City's sole but reasonable discretion) for such rejection. Subject to Section 5(e), upon the City's approval of a Submitted Document, such document shall be deemed final. Each Submitted Document shall be generally consistent with the immediately preceding Submitted Document approved by the City and comply with the Laws. For example, and without limitation, the Design Development Documents shall be generally consistent with the Schematic Design Drawings and comply with the Laws. Each Submitted Document approved by the City shall become an "**Approved Document**".

d. **Resubmitted Documents**. If, at any stage of the Plan Refinement Process, the City, rather than approving any Submitted Document, instead notifies Offeror that it rejects a Submitted Document, then, within fourteen (14) days after Offeror receives written notice from the City that it has rejected the Submitted Document (each, a "**Rejected Document**"), Offeror shall promptly revise and resubmit the revised Rejected Document to the City (the "**Resubmitted Document**"). The City shall thereafter follow the review procedure described in the foregoing Section 5(c) with respect to the Resubmitted Document, and Offeror shall revise and resubmit any Resubmitted Document in accordance with the preceding sentence, until such Resubmitted Document is approved. Upon approval of any Resubmitted Document, the Resubmitted Document shall become an Approved Document. Notwithstanding the involvement of the City in the Plan Refinement Process, Offeror shall be fully responsible for properly completing each of the documents included in the Plan Refinement Process and ensuring that each of the Resubmitted Documents approved by the City in writing is implemented as an Approved Document (subject to any applicable notice and cure rights).

e. **Permitting, Zoning & Planning Processes**. Offeror expressly acknowledges and agrees that each step of the Plan Refinement Process is in addition and supplemental to applicable City zoning, planning, and permitting processes (for example, and without limitation, approvals of the City's Plan Commission or other bodies with approval authority for projects similar to the Events Center and/or the Parking Garage). The City's approval of any document presented to it as part of the Plan Refinement Process shall not negate or impact Offeror's obligation to complete applicable review processes, obtain all applicable permits, complete all applicable reviews and inspections, and otherwise continuously maintain compliance with City ordinances, including, without limitation, its Unified Development Ordinance ("**UDO**"), as amended. Notwithstanding the foregoing, the City agrees to provide its support, including by way of written letters of support, testimony, and the like in connection with Offeror's efforts in such zoning, planning, and permitting processes. The Parties acknowledge and agree that the Scoping Services shall include the design work specified herein and shall not include permitting or any other work (other than the site planning set forth herein) which will be provided for and described in the BOT Agreement(s).

6. **PROPERTY INSPECTIONS.** During the Plan Refinement Process or as otherwise determined by Offeror based on its industry expertise, Offeror shall cause to be completed all Property Inspections necessary to complete the Project, including, without limitation, all studies and investigations necessary to obtain the required permits. For the avoidance of doubt, Property Inspections are the sole responsibility of Offeror, and all necessary Property Inspections shall be completed to determine the suitability of the Site for the Project.

7. **RIGHT OF ENTRY**. Offeror shall have the right to enter upon the Site at reasonable times to perform the Scoping Services, including, without limitation, the Property Inspections pursuant to the Temporary Right of Entry attached hereto as Exhibit B (the "**Temporary ROE**").

8. **CONSIDERATION & SCOPING COSTS**. The Parties expressly acknowledge and agree that Offeror shall complete the Scoping Services in consideration and as a material inducement for the City considering Offeror for BOT Agreement(s). The cost of performing the Scoping Services (the "**Scoping Costs**") shall not exceed Twelve Million Seven Hundred Sixty-One Thousand Five Hundred Seventy-Five and No/100 Dollars ($12,761,575.00) (the "**Scoping Costs Cap**"). The City will only be obligated to cash fund the Scoping Cost Cap up to Four Million and No/100 Dollars ($4,000,000.00) ("**Cash Component**"). Any costs over such Cash Component may be paid through a to-be-determined combination of financing at the City's option including, but not limited to, short-term, long-term, and/or cash financing. The budget of the Scoping Costs is attached hereto as Exhibit D and incorporated herein by reference. Offeror shall provide the City a summary of the Scoping Costs anticipated to be incurred, as such Scoping Costs are known via bid, proposal, or otherwise. Offeror shall provide the City a summary of Scoping Costs actually incurred and due and owing as the Scoping Costs are invoiced and billed, along with copies of the invoices for the such due and owing Scoping Costs. Offeror shall submit a single, consolidated invoice to the City on or before the 25th of each month, and the City shall

have up to fifteen (15) days to review, consider, and discuss the invoice with Offeror. Notwithstanding the foregoing, the City shall have no more than forty-five (45) days from receipt of the invoice to pay any such invoice. Offeror shall not add any overhead, costs, fees, or administrative charges for handling invoices other than as may be reflected in the Scoping Costs. The City shall only be responsible for paying invoices from/to Offeror and to no other party at any time without prior written consent of the City. Offeror shall ensure that all agreements it enters into with any subcontractor includes a lien waiver provision, and, prior to the City making any payments to any party, Offeror shall deliver to the City the subcontractors signed conditional lien waiver. The Scoping Costs Cap may be included in the total cost to construct the Project and financed consistent with the financing requirements included in the BOT Agreement(s) and/or bonds issued by the City, unless the City determines, in its sole discretion, to separately pay such costs. If, however, Offeror is not awarded a BOT Agreement(s), the City shall only be responsible for paying services rendered up to the date of termination of this Agreement and, in no event, for more than the Scoping Cost Cap set forth herein as set forth in Section 14 in the case of a termination of this Agreement by the City.

9. **INTELLECTUAL PROPERTY**. Notwithstanding whether Offeror is recommended for BOT Agreement(s), upon payment by the City pursuant to Section 8, all materials, work product, deliverables, and intellectual property and portions and components thereof created pursuant to this Agreement (collectively, the "**Work Product**") shall become the unrestricted, exclusive property of the City. In the event this Agreement is terminated, or Offeror is not awarded BOT Agreement(s), and the City uses, modifies, or provides to any third party any Work Product, the City releases, indemnifies, and holds harmless Offeror (and any officers, owners, employees, agents, consultants, and contractors of Offeror) from all Claims arising in connection therewith and uses such Work Product at its own risk. Offeror makes no representation or warranty as to the truth, accuracy, or completeness of the Work Product or any other studies, documents, reports, or other information provided to the City and produced by parties other than Offeror; provided, however, Offeror shall (i) provide to the City complete copies of such third-party Work Product and other studies, documents, reports, or other information as the same are provided to Offeror, and (ii) cause each such third-party to include the City as an additional insured on their respective errors and omissions insurance policies. Notwithstanding the foregoing, Offeror should exercise reasonable due diligence as an experienced developer in vetting and reviewing any third-party Work Product prior to providing the same to the City. Offeror's review should ensure such third-party Work Product achieves the contracted scope and is complete to Offeror's knowledge. Offeror should also advise the City concerning the Work Product and any opinions Offeror has regarding the same including, but not limited to, design, cost, and schedule impacts if applicable.

10. **OVERSIGHT AND MANAGEMENT.** For purposes of delivering the Scoping Services, Offeror shall serve as the "project manager" and oversee, direct, and coordinate the work of all individuals and entities providing the Scoping Services, including, without limitation, causing the completion of all necessary Property Inspections and obtaining the required permits.

11. **CHANGES IN SCOPE**. The City may, without invalidating this Agreement, request, in

writing, changes in the scope of the Scoping Services consisting of additions, deletions, or other revisions. In such event, Offeror shall provide to the City suggested methods and adjustments to the Scoping Costs, the Development and Construction Budget, the Development Schedule, and/or the Construction Schedule on the basis of reasonable expenditures and savings of those performing the work attributable to the changes (whether concerning the Scoping Costs, the Development and Construction Budget, the Development Schedule, and/or the Construction Schedule, the "**Proposed Change(s)**"). The City shall review any Proposed Change(s) and determine whether to accept the Proposed Change(s) within ten (10) days of Offeror's submission of such information to City. If any such Proposed Change(s) is/are accepted, the Proposed Change(s) shall be automatically incorporated into and become a part of the Approved Documents.

12. **RECOMMENDATION FOR BOT**. Within ten (10) days of Offeror completing the Scoping Services, City shall determine whether to recommend Offeror for BOT Agreement(s); provided, however, the City and Offeror acknowledge and agree that the City may make such determination at an earlier time to the extent authorized by Indiana § 5-23 *et. seq.*

13. **CITY FEES**. The City shall waive, provide credit for, or pay all City Fees (defined herein) related to or arising out of the city-owned (or to be owned) assets in the Project. For purposes of this Agreement, "**City Fees**" shall mean applicable local fees assessed by the City and associated with the city-owned (or to be owned) assets in the Project, including, but not limited to, road impact fees, improvement location fees, building permit fees, sign permit fees, sewer and stormwater fees, variance requests, and inspection fees. The City shall also provide impact fee credits to the greatest extent applicable pursuant to an impact fee credit agreement which will separately be entered. For the avoidance of any doubt, the City shall not be responsible for paying or crediting City Fees related to other phases of the Innovation Mile development other than those portions which relate to city-owned (or to be owned) assets (i.e., the Event Center, the Parking Garage, and the Infrastructure).

14. **CITY'S RESERVED RIGHTS**. Without penalty or giving rise to any Claim, the City reserves, at all times, the right, upon written notice to Offeror, to (1) terminate this Agreement, (2) terminate, suspend, or elect not to proceed in negotiations with Offeror, (3) select an alternate offeror, and/or (4) issue a subsequent RFPQ for the Project or any component thereof. Upon receipt of written notice from the City of such termination, Offeror shall (a) cease operations as directed by the City, (b) take actions necessary, or that the City may reasonably direct, for the protection and preservation of the Work Product, and (c) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. Any suspension of this Agreement by the City or the City's failure to respond to any Submitted Documents lasting more than sixty (60) days shall, at Offeror's election, be deemed a termination by the City, and Offeror shall be entitled to its one hundred percent (100%) of all Scoping Costs (but no more than the Scoping Cost Cap) actually incurred in connection with the Scoping Services performed prior the date of such termination.

If the City exercises its right to terminate this Agreement, the City shall remain liable to Offeror and any and all third parties engaged in connection with the Scoping Services for an amount equal to one hundred percent (100%) of all Scoping Costs (and no more than the Scoping Cost Cap) actually incurred in connection with the Scoping Services performed prior the date of the City's termination.

15. **DEFAULT**. Except where expressly stated otherwise, it shall be an "**Event of Default**" if either Party fails to perform or observe any material term or condition of this Agreement to be performed or observed by it, if such default or failure is not cured within the Cure Period.

a. **General Remedies**. Whenever an Event of Default occurs, the non-defaulting Party may take whatever actions at law or in equity are necessary or appropriate to: (i) collect any payments due under this Agreement; (ii) protect the rights granted to the non-defaulting Party under this Agreement; (iii) enforce the performance or observance by the defaulting Party of any term or condition of this Agreement (including, without limitation, the right to specifically enforce any such term or condition); or (iv) cure, for the account of the defaulting party, any failure of the defaulting Party to perform or observe a material term or condition of this Agreement to be performed or observed by it. If the non-defaulting Party incurs any costs or expenses in connection with exercising its rights and remedies under, or enforcing, this Agreement, then the defaulting party shall reimburse the non-defaulting party for all such reasonable costs and expenses (including, without limitation, reasonable attorneys' fees).

b. **No Remedy Exclusive; Limitation**. No right or remedy herein conferred upon, or reserved to, a non-defaulting Party is intended to be exclusive of any other available right or remedy, unless otherwise expressly stated; instead, each and every such right or remedy shall be cumulative and in addition to every other right or remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission by a non-defaulting party to exercise any right or remedy upon any Event of Default shall impair any such right or remedy, or be construed to be a waiver thereof, and any such right or remedy may be exercised from time to time, and as often as may be deemed to be expedient. To entitle a non-defaulting Party to exercise any of its rights or remedies, it shall not be necessary for the non-defaulting party to give notice to the defaulting party, other than such notice as may be required by this Agreement or by the Laws. In no event shall any party hereunder be liable to the other for punitive or consequential damages as a consequence of an Event of Default by such Party.

c. **Injunctive Remedies**. If an Event of Default occurs, the non-defaulting Party shall be entitled to seek specific performance or injunctive relief and, in each instance, the defaulting Party hereby waives any claim or defense that the non-defaulting party has an adequate remedy at law.

d. **No Limitation**. Notwithstanding anything to the contrary set forth herein, the rights and remedies set forth in this Section 15 are not exclusive and shall be cumulative and

in addition to every other right or remedy given under this Agreement or now or hereafter existing at law or in equity.

16. **INSURANCE**. Offeror shall procure and maintain throughout completion of the Scoping Services, the policies of insurance described on Exhibit C. Each such policy shall: (a) be written by a company reasonably acceptable to the City; and (b) provide that it shall not be modified or canceled without written notice to the City at least thirty (30) days in advance. The policy of general liability insurance required by this Section to be maintained by Offeror shall name the City as an additional insured. Offeror shall deliver to the City certificates of the insurance policies required by this Section, executed by the insurance company or the general agency writing such policies prior to execution of this Agreement and, in no event, less than five (5) days after Effective Date.

17. **GENERAL TERMS**.

a. **E-Verify**. All terms defined in Ind. Code § 22-5-1.7 *et seq.* are adopted and incorporated into this Section. Pursuant to Ind. Code § 22-5-1.7 *et seq.*, Offeror covenants to enroll in and verify the work eligibility status of all of its employees using the E-Verify program, if it has not already done so as of the Effective Date. Within ten (10) days after the Effective Date, Offeror shall execute an affidavit affirming that: (a) it is enrolled and is participating in the E-Verify program; and (b) it does not knowingly employ any unauthorized aliens. In support of the affidavit, Offeror shall provide the City with documentation that it has enrolled and is participating in the E-Verify program. This Agreement shall not take effect until said affidavit is signed by Offeror and delivered to the City's authorized representative.

b. **Assignment**. The rights and obligations contained in this Agreement may not be assigned by either Party without the express prior written consent of the other Party, which consent may be withheld in the non-assigning Party's sole discretion.

c. **Consent**. With regard to all matters in this Agreement requiring the consent or approval of a party, the parties agree that any such consent or approval shall not be unreasonably withheld, conditioned, or delayed, unless otherwise specifically provided in this Agreement.

d. **Authority**. Each undersigned person executing this Agreement on behalf of the City and Offeror represents and certifies that: (a) he or she has been empowered and authorized by all necessary action of the City and Offeror, respectively, to execute and deliver this Agreement; (b) he or she has full capacity, power, and authority to enter into and carry out this Agreement; and (c) the execution, delivery, and performance of this Agreement have been duly authorized by the City and Offeror, respectively; provided, however, City's ability to perform under this Agreement is subject to completion of certain procedures required by Laws which the City agrees to undertake with diligence and in good faith.

e. **Force Majeure**. Notwithstanding anything to the contrary set forth herein, if either Party is delayed in, or prevented from, observing or performing any of its obligations under, or satisfying any term or condition of, this Agreement as a result of Force Majeure (defined herein), then: (a) the Party asserting Force Majeure shall deliver written notice to the other party as soon as practical; (b) such observation, performance, or satisfaction shall be excused for the period of days that such observation, performance, or satisfaction is delayed or prevented; and (c) the deadlines for observation, performance, and satisfaction, as applicable, shall be extended for the same period. For purposes hereof, "**Force Majeure**" means an event or circumstance beyond the reasonable control of the claiming Party, and not substantially caused by the other party, and includes, but is not limited to, acts of God (including hurricane or tropical storm), war, riot, fire, explosion, accident, flood, sabotage, governmental restrictions, governmental regulations, governmental controls, delay in issuance of permits, enemy or hostile governmental action, civil commotion, lack of adequate fuel, power, raw materials, labor, facility malfunctions caused by circumstances beyond the reasonable control of the claiming Party and not resulting from improper maintenance, pandemics, epidemics, or any other event beyond the reasonable control of the claiming Party that prevents the completion, commencement of operations, or operation of Offeror's services hereunder. Inability to pay money when due, for whatever reason, or financial insolvency or incapacity to perform, are expressly excluded from Force Majeure.

f. **Merger**. All prior agreements, understandings, and commitments are hereby superseded, terminated, and merged herein, and shall be of no further force or effect.

g. **Miscellaneous**. Subject to Section 17(b), this Agreement shall inure to the benefit of, and be binding upon, the City and Offeror, and their respective successors and assigns. This Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument. To further facilitate the execution of this Agreement, the parties agree that they will give legal effect to facsimile, electronic, or PDF signatures, including through platforms like DocuSign and Digi-Ink and in a file in PDF or similar format, as if such signatures originally appeared on counterpart copies of this Agreement. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. EACH PARTY WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW: (A) THE RIGHT TO A TRIAL BY JURY; AND (B) ANY RIGHT SUCH PARTY MAY HAVE TO MOVE THE CASE FROM THE VENUE OF STATE OR FEDERAL COURTS IN HAMILTON COUNTY, INDIANA UNDER AN: (I) ASSERTION OF THE DOCTRINE OF "FORUM NON CONVENIENS"; OR (II) OBJECTION TO VENUE. This Agreement may be modified only by a written agreement signed by the City and Offeror. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. Time is of the essence in this Agreement. If any provision of this Agreement or application to any party or circumstances

shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Unless the context otherwise requires, when used in this Agreement, the singular shall include the plural, the plural shall include the singular, and all pronouns shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between City and Offeror or their successors in interest. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or legal holiday for national banks in the location where the Site is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. In the event of an inconsistency or conflict between the provisions of the RFPQ and the remaining provisions of this Agreement, the remaining provisions of this Agreement shall control.

[SIGNATURE PAGES AND EXHIBITS TO FOLLOW]

IN WITNESS WHEREOF, the City and Offeror have executed this Agreement effective as of the Effective Date.

"CITY"

CITY OF NOBLESVILLE, INDIANA

By: _____
Chris Jensen, Mayor

"OFFEROR"

PATCH INNOVATION MILE LLC,
an Indiana limited liability company

By: _____
Printed: Patrick Chittenden
Title: Manager

EXHIBIT A
SITE

Address: 0 East 141st Street, Noblesville, Indiana 46060
Owner (as of Effective Date): Noblesville Regional Development Authority

EXHIBIT B

FORM OF TEMPORARY RIGHT OF ENTRY

[included on following pages]

TEMPORARY RIGHT OF ENTRY

This TEMPORARY RIGHT OF ENTRY (this "**Agreement**") is made effective as of the ____ day of August, 2023 (the "**Effective Date**") by and between the City of Noblesville, Hamilton County, Indiana, an Indiana municipal corporation ("**Grantor**"), and Patch Innovation Mile LLC, an Indiana limited liability company duly registered with the Indiana Secretary of State's Office ("**Grantee**" and, together with Grantor, the "**Parties**") as follows:

RECITALS

WHEREAS, Grantor is the owner of that certain parcel of real property generally located in Noblesville, Indiana, described and/or depicted on Exhibit A attached hereto and incorporated herein by reference (the "**Events Center and Garage Site**").

WHEREAS, Grantor desires for Grantee to complete certain Scoping Services as specifically defined in that certain Noblesville Events Center and Parking Garage Scoping Agreement by and between Grantor and Grantee of even date herewith (the "**Scoping Agreement**").

WHEREAS, to perform the Scoping Services, Grantee must acquire and maintain the temporary right to access and use the Events Center and Garage Site (the "**Temporary License Area**").

WHEREAS, pursuant to this Agreement and the terms and provisions hereof, Grantor desires to provide Grantee a license to use the Temporary License Area for the purposes set forth in this Agreement.

WHEREAS, capitalized terms not defined herein shall have the meaning ascribed to such term in the Scoping Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Temporary License**. Grantor, for itself and its officers, employees, successors, and assigns, hereby grants, bargains, sells, transfers, and conveys to Grantee, its successors and/or assigns, a non-exclusive temporary license (the "**License**") in, on, over and through the Temporary License Area for the Permitted Purposes (as defined in Section 3). Grantor hereby confirms it has the authority to grant the License.

2. **Duration**. The duration of this Agreement and the License (the "**Term**") shall commence on the Effective Date and shall be in effect until the earlier of (a) completion of the Scoping Services; or (b) termination of the Scoping Agreement.

3. **Use of Temporary License Area; Permitted Purposes**. The License shall be used by Grantee and any of its affiliates, contractors, subcontractors, or utility entities with facilities in or about the adjacent properties, together with any of the employees, contractors, consultants, and/or agents of the foregoing (collectively, the "**Permitted Parties**") for pedestrian and vehicular (including, without limitation, trucks and other construction vehicles and

equipment) ingress and egress to, on and across the Temporary License Area for the purpose of completing the Scoping Services (individually or collectively, the "**Permitted Purposes**"). Grantee agrees to repair promptly any damage to the Temporary License Area caused by or resulting from the use of the Temporary License Area by the Permitted Parties. Grantor and its affiliates, customers, tenants, subtenants, lessees, licensees, successors, and/or assigns, together with any of the employees, contractors, consultants, and/or agents of the foregoing, shall not take any action, or fail to take any action, which shall interfere with, disturb, impede, limit, compromise, and/or diminish use of the Temporary License Area by Grantee or any of the other Permitted Parties for the Permitted Purposes.

4. **Indemnification**. Grantee shall indemnify and hold harmless Grantor from and against any and all claims arising from or connected with: (i) the breach by Grantee of any term or condition of this Agreement; (ii) injury to, or death of, persons or loss of, or damage to, property, caused by the performance of any work at or about the Temporary License Area by the Permitted Parties, except to the extent such claims or damages may be due to or caused by the gross negligence or willful misconduct of Grantor; (iii) the negligence or willful misconduct of a Grantee related to this Agreement or work at or about the Temporary License Area except to the extent such claims or damages may be due to or caused by the gross negligence or willful misconduct of Grantor; or (iv) the Permitted Parties causing the filing of any mechanics' or materialmen's lien against the Temporary License Area unless such mechanics' or materialmen's lien is due to Grantor's unjustified non-payment of amounts due and owing to Grantee for the Scoping Services.

5. **Binding Effect**. The rights, covenants, and agreements contained herein shall bind and benefit the Parties hereto and their respective transferees, successors, assigns, and any person claiming by, through, or under either party to this Agreement.

6. **Miscellaneous**. This Agreement shall be governed by and construed in all respects in accordance with the laws of the State of Indiana, without regard to the conflicts of laws provisions of such State. The captions and headings herein are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify, or add to the interpretation, construction, or meaning of any provisions, scope, or intent of this Agreement. This Agreement and any other documents executed in connection herewith, constitute the entire understanding between the Parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressly set forth herein. This Agreement may not be modified, amended, altered, or changed in any respect except by written agreement that is signed by each of the Parties hereto.

7. **Counterparts; Signatures**. This Agreement may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though Grantor and Grantee are not signatories to the original or the same counterpart. To further facilitate the execution of this Agreement, the parties agree that they will give legal effect to facsimile, electronic, or PDF signatures, including through platforms like DocuSign and Digi-Ink and in a file in PDF or similar format, as if such signatures originally appeared on counterpart copies of this Agreement.

8. **Notice**. Any notice required or permitted to be given by any party to this Agreement shall be in writing and shall be given consistent with and pursuant to the Scoping

Agreement.

9. **No Impediments or Obstacles**. Grantor warrants that no building, structure, or other above or below ground obstruction ("**Obstruction**") exists which will interfere with the purposes for which the License is granted, and that no Obstruction will be placed, erected, installed, or permitted upon the Temporary License Area during the Term which will interfere with the purposes for which the License is granted. Grantor further agrees that, in the event the terms of this Agreement are violated, such violation shall immediately be corrected by Grantor at Grantor's sole expense.

[Signature Pages and Exhibits to Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement under seal as of the day and year set forth below.

"GRANTOR"

CITY OF NOBLESVILLE, INDIANA

By: _____
Chris Jensen, Mayor

"GRANTEE"

PATCH INNOVATION MILE LLC,
an Indiana limited liability company

By: _____
Printed: Patrick Chittenden
Title: Manager

EXHIBIT A

EVENTS CENTER AND GARAGE SITE

Address: 0 East 141st Street, Noblesville, Indiana 46060
Owner (as of Effective Date): Noblesville Regional Development Authority

EXHIBIT C
INSURANCE

A. Commercial General Liability

Limits of Liability:	$2,000,000 General Aggregate
	$2,000,000 Products & Completed Operations
	$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
	$1,000,000 Aggregate

E. Umbrella

Limits of Liability:	$5,000,000

EXHIBIT D
SCOPING COSTS

NOBLESVILLE EVENT CENTER

SCOPING AGREEMENT EXHIBIT (COSTS THRU 3/1/24)

September 2023

LINE	DESCRIPTION		TOTAL
	EARLY SPEND		
1	**Event Center**	***Subtotal***	***$3,599,960***
2	Ratio		$2,009,250
3	WJHW - Acoustic and A/V		$180,310
4	Introba - Sports and Specialty Lighting		$50,400
5	Cini-Little - Foodservice		$67,200
6	Section 127 - Branding/Sports Graphics		$36,000
7	American Structurepoint		$433,800
8	Operator Consulting Fees (REV)		$180,000
9	Populous		$643,000
10	**Parking Garage**	***Subtotal***	***$953,700***
11	Ratio		$793,000
12	Walker Parking - Parking Consultant		$40,000
13	American Structurepoint		$120,700
14	**Infrastructure (See Exhibits D-1, D-2, D-3 for Visual Details)**	***Subtotal***	***$5,056,600***
15	Geotech		$50,000
16	American Structurepoint		$1,356,600
17	Utilities		$1,950,000
18	Mass Grading		$1,700,000
19	**Early Procurement**	***Subtotal***	***$1,615,000***
20	Air Handling Units		$50,000
21	Precast Panels		$40,000
22	Structural Steel		$50,000
23	Switchgear		$50,000
24	Generator		$50,000
25	Curtainwall & Glazing		$25,000
26	Elevators & Escalators (Deposit)		$750,000
27	Scoreboard (Deposit)		$600,000
28	**F.A. Wilhelm Costs**	***Subtotal***	***$1,536,315***
28	F.A. Wilhelm General Conditions & Requirements		$536,315
29	Patch/Wilhelm Construction Management/Development Fees		$1,000,000
		TOTAL PROJECTED SPEND	**$12,761,575**

EXHIBIT D-1

INFRASTRUCTURE - UTILITIES

EXHIBIT D-2

INFRASTRUCTURE – MASS GRADING

EXHIBIT D-3

INFRASTRUCTURE – GEOTECH

All borings on this page will be 30' borings
0'
200'
400'
B-37
B-38
B-39
B-40
B-41

1" ~ 4:2'

Proposed Boring Location Map

PVT - 141st Street Realignment Phase 1A
Between Olio Road an Prairie Baptist Road
Hamilton County, Indiana
Structurepoint Project No. 2022.00042
Atlas Proposal No. PE-23-1221

Proposed Boring Location Map

PVT - 141st Street Realignment Phase 1B
Between Olio Road an Prairie Baptist Road
Hamilton County, Indiana
Structurepoint Project No. 2022.00042
Atlas Proposal No. PE-23-1221

Legend

- Proposed Boring Location (RB-141-13B)

Proposed Boring Location Map
PVT - 141st Street Realignment (North Boulevard)
Between Olio Road an Prairie Baptist Road
Hamilton County, Indiana
Structurepoint Project No. 2022.00042
Atlas Proposal No. PE-23-1221
Legend
Proposed Boring Location (RB-141-23C)
All borings on this page will be 15' borings
RB-141-23C
ATLAS
N
1000 ft
Google Earth