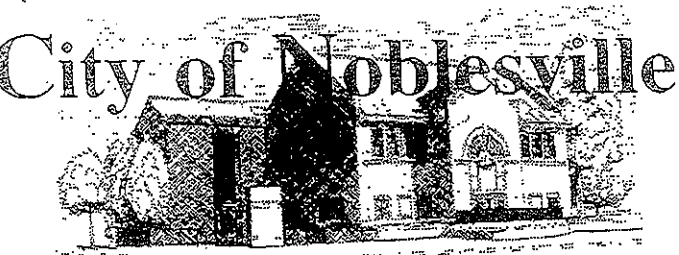


## Document Navigation Instructions

This document is bookmarked to allow users faster access to items of interest. By selecting the bookmark icon a list of options will appear for you to choose from.



CITY HALL

MAYOR

John Ditslear

COMMON COUNCIL

Brian Ayer

Mark Boice

Roy Johnson

Gregory P. O'Connor

Mary Sue Rowland

Dale Snelling

Stephen Wood

## PROPOSED AGENDA

A - Approve

D - Deny

C - Continue

T - Table

I - Introduce

### BOARD OF PUBLIC WORKS AND SAFETY

TUESDAY, JUNE 29, 2010 - 9:00 AM

CALL MEETING TO ORDER

APPROVAL OF MINUTES: JUNE 15, 2010

PETITIONS OR COMMENTS BY CITIZENS WHO ARE PRESENT

APPROVAL OF AGENDA

BID OPENING FOR L.E.D. STREET LIGHTING

#### NEW ITEMS FOR DISCUSSION

- |   | A | D | C | T | I |
|---|---|---|---|---|---|
| #1 BOARD TO CONSIDER WRITE-OFF OF UNPAID DEBT IN THE WASTEWATER DEPARTMENT (RAY THOMPSON)   |   |   |   |   |   |
| #2 BOARD TO CONSIDER APPROVAL OF EASEMENTS FOR WEST HAVEN/INTERURBAN TRAIL CONSTRUCTION (ANDY WERT)   |   |   |   |   |   |
| #3 BOARD TO CONSIDER A SECONDARY PLAT FOR "THE RIDGE SECTION 3A" (ANDY WERT)  |   |   |   |   |   |
| #4 BOARD TO CONSIDER A SECONDARY PLAT FOR "DEER PATH SECTION 13B" (ANDY WERT)   |   |   |   |   |   |
| #5 BOARD TO CONSIDER A SECONDARY REPLAT FOR LOTS 51 AND 52 EAST HARBOUR (ANDY WERT)   |   |   |   |   |   |
| #6 BOARD TO CONSIDER A SECONDARY REPLAT FOR LOTS 11 AND 12 J. W. WHEELER'S ADDITION TO THE CITY OF NOBLESVILLE (ANDY WERT)                            |   |   |   |   |   |
| #7 BOARD TO CONSIDER DEDICATION OF RIGHT-OF-WAY FOR 1326 SOUTH 10 <sup>TH</sup> STREET (ANDY WERT)  |   |   |   |   |   |
| #8 BOARD TO CONSIDER PERMANENT ENCROACHMENT INTO A DRAINAGE EASEMENT AT 11941 BABBLING BROOK ROAD (STEVE HUNTLEY)                                     |   |   |   |   |   |
| #9 BOARD TO CONSIDER PERMANENT ENCROACHMENT INTO A DRAINAGE EASEMENT AT 5645 BRUCE BOULEVARD (STEVE HUNTLEY)  |   |   |   |   |   |
| #10 BOARD TO CONSIDER CONTRACT AGREEMENT BETWEEN NATIONAL RESEARCH CENTER, INC. AND THE CITY OF NOBLESVILLE FOR COMMUNITY WIDE SURVEY (STEVE HUNTLEY) |   |   |   |   |   |
| #11 BOARD TO CONSIDER STREET CLOSURE FOR SOMMERWOOD BLOCK PARTY (STEVE HUNTLEY)   |   |   |   |   |   |



**BOARD OF PUBLIC WORKS AND SAFETY  
CITY OF NOBLESVILLE  
JUNE 15, 2010**

The Board of Public Works and Safety met in regular session on Tuesday, June 15, 2010. Mayor Ditslear called the meeting to order pursuant to public notice with the following members present: Lawrence Stork and Jack Martin.

Also present were Dana Fisher, Clerk-Treasurer's office, City Attorney Michael Howard, and department directors.

**APPROVAL OF MINUTES: MAY 25, 2010**

Mr. Martin moved to approve the minutes as submitted, second Mr. Stork, three aye.

**PETITIONS OR COMMENTS BY CITIZENS WHO ARE PRESENT**

There were no petitions or comments by citizens.

**APPROVAL OF AGENDA**

Mr. Stork moved to continue the L.E.D. Street Lighting bid opening until the next Board of Public Works and Safety meeting and move item #4 to the front of the agenda. Mr. Stork moved to approve the agenda as amended, second Mr. Martin, three aye.

**BID OPENING FOR L.E.D. STREET LIGHTING**

This item has been continued.

**NEW ITEMS FOR DISCUSSION**

**#4                   BOARD TO CONSIDER CREDIT CARD POLICY (MIKE HENDRICKS)**

Mr. Hendricks stated before the Board is the policy for the City to allow each of the Departments to have credit cards. The ordinance has been changed to allow the Department to have them and this is the policy on how the credit cards are to be used and payment/receipt information is to be returned to the Clerk-Treasurer's office for payment. Mr. Stork stated this policy and the ordinance states the employee shall be responsible for lost receipts. The resolution passed in 2003 states the employee can be reimbursed for any lost receipts by signing an affidavit. Mr. Stork asked if the resolution needed to be rescinded. Mr. Howard responded the ordinance always trumps the resolution. It is fine. The resolution does not go into the code. Mr. Stork stated he understands that, but thought the resolution may need to be rescinded because two different documents stated two different things and it may cause a conflict. Mr. Hendricks stated the resolution includes the travel policy. It could be modified. Mr. Howard stated it may need to be looked at and modified. The resolution needs to be in place because there are other things in the resolution that are not superseded by the ordinance. Mr. Howard stated he and Mr. Hendricks would take a look at it. Mr. Stork moved to approve as requested, with a review of the Resolution RB #35-03 policy, second Mr. Martin, three aye.

**#1                   BOARD TO CONSIDER A REQUEST TO ALLOW FIREFIGHTERS TO KEEP THEIR DAMAGED OR OBSOLETE FIRE HELMETS WHEN THOSE HELMETS HAVE BEEN REPLACED (CHIEF GILLIAM)**

Chief Gilliam stated the Department has had requests from Firefighters to keep their helmets as mementos when they come out of service. The helmets have no value when they are taken out of service. Chief Gilliam stated a standard has actually been lightened. Turnout gear can now be kept for 10 years rather than 5 years. This is subject to testing

**BOARD OF PUBLIC WORKS AND SAFETY  
CITY OF NOBLESVILLE  
JUNE 15, 2010, PAGE II**

and annual inspection. This will save the City money. The helmets and gear have exceeded the standard after the 10 years and have no value for use as fire protection equipment. Mayor Ditslear asked if their name or number is on the helmet. Chief Gilliam replied the helmet has the engine company shield, but that would be taken off. The Firefighters name or number is not on the helmet. Mr. Stork stated it seems this request has come before the Board previously. This should probably be in the Fire Department's policy that they be allowed to take their helmets as long as it is in the course of normal wear and tear. Chief Gilliam stated that would be fine, he did not want to give away City property without the consideration of the Board. Mr. Stork stated the helmets cannot be used again and have no value. Chief Gilliam replied that is correct. They could not be sold, as it would be a liability issue. Mr. Stork moved to approve as requested, with the addition to the Fire Department's policy that helmets can be kept by the employees provided they are damaged through normal use, second Mr. Martin, three aye.

**#2                   BOARD TO CONSIDER FAÇADE GRANT IMPROVEMENT  
AGREEMENT FOR 164 N. 10<sup>TH</sup> STREET (CHRISTY LANGLEY)**

Mrs. Langley stated this request is for the building where Indiana Hearing Aid is located on north 10<sup>th</sup> Street. They are applying for a \$5,210.99 grant to remove the mansard roof, install new awnings, tuck pointing, and painting. Mr. Stork stated the after picture looks good. Mrs. Langley stated the Review Committee talked about how this building really was not historic and that the program was created mainly for the historic architecture, but this will add some aesthetic integrity to the district. It is appropriate. Mr. Martin moved to approve as requested, second Mr. Stork, three aye.

**#3                   BOARD TO CONSIDER FAÇADE GRANT IMPROVEMENT  
AGREEMENT FOR 830/840 LOGAN STREET (CHRISTY LANGLEY)**

Mrs. Langley stated this request is for the Community Bank building. Community Bank actually did a lot of work to this building a few years ago. It is in need of some tuck pointing. They have applied for a \$4,350.00 grant to tuck point the south, east, and north sides of the building. This does include the alleyway. The Committee thought it was appropriate to allocate enough funds to tuck point all three sides. Mr. Stork asked if they were going to clean up what he considers the gray windowsills on Logan Street. Mrs. Langley responded yes, they would be cleaning the brick and stonework. They will also be cleaning off the graffiti from the alley side. Mr. Martin moved to approve as requested, second Mr. Stork, three aye.

**#5                   BOARD TO CONSIDER FINAL CHANGE ORDER NO. 4 AND  
PROJECT CLOSEOUT FOR THE DOWNTOWN VISITOR'S CENTER  
(JOHN BEERY)**

Mr. Beery stated before the Board is the final Change Order for approximately \$639.00 for some woodwork to go around the inside of the 3<sup>rd</sup> floor windows of the Visitor's Center. As of yesterday, punch list work was completed. There are some other issues but that is at staff level, not contractor level. The water softener is in. Mayor Ditslear stated this has been a great project for the City. Mayor Ditslear thanked Mr. Beery for his work on the Center. Mr. Stone, Mrs. Langley, and Mr. Bodenhorn were all also very much involved in the project. Everyone did a great job. Mr. Martin moved to approve as requested, second Mr. Stork, three aye.

**BOARD OF PUBLIC WORKS AND SAFETY  
CITY OF NOBLESVILLE  
JUNE 15, 2010, PAGE III**

**#6 BOARD TO CONSIDER STREET CLOSURE ON 14<sup>TH</sup> STREET  
NORTH OF MONUMENT STREET TO THE ALLEY SOUTH OF  
GRANT STREET FOR BLOCK PARTY (STEVE HUNTLEY)**

Mr. Huntley stated this is a routine request for a holiday Block Party. The fee is being paid, there is no need to waive it. Police and Fire have been notified about the closure and did not respond negatively to the request. Mr. Huntley stated that Monument Street will be kept open. It is the half block at 14<sup>th</sup> Street that will be closed. Mr. Stork moved to approve as requested, second Mr. Martin, three aye.

**#7 BOARD TO CONSIDER THE ACCEPTANCE OF THE BRIGHTON  
KNOLL SECTION 3 ILP PERFORMANCE BONDS (BRIAN GRAY)**

Mr. Gray stated this is a standard bonding. They brought the performance bonds forward to do the construction. It is required for this to be submitted for their ILP to be issued. Brighton Knoll, Section 3 has given the City all of the performance bonds. Mr. Gray stated there will be some agreements on sanitary sewer extensions coming before the Board. They should be platting soon. Mr. Stork moved to approve as requested, second Mr. Martin, three aye.

Mayor Ditslear congratulated Mr. Gray on passing his exam and becoming a Professional Engineer. There are four individuals in our Engineering Department that are PE's. There are small engineering firms that don't have that many Professional Engineers on their staff. The City is blessed to have the staff that we do.

**#8 BOARD TO CONSIDER QUIT CLAIM DEED CONVEYING CITY  
INTERESTS IN RAILROAD RIGHT-OF-WAY (MIKE HOWARD)**

Mr. Howard stated the City of Noblesville received the east/west right-of-way from the Noblesville/Westfield Railroad. There has already been a judgment that it goes to the surrounding property owners. This piece of ground is on the immediate west of Hazel Dell Road, on the south side of the railroad right-of-way. This quit claim deed is vacating the south half of that right-of-way to the heir of the owner of the small house on that land. Mr. Martin moved to approve as requested, second Mr. Stork, three aye.

**#9 BOARD TO CONSIDER STREET CLOSURE FOR WORK  
PERFORMED ON THE HAMILTON COUNTY COURTHOUSE  
STRUCTURE (STEVE HUNTLEY)**

Mr. Huntley stated this item came to the City last Friday morning. There is very little or no air conditioning in the old Courthouse building. The mechanical contractor needs to bring in a crane because the cooling unit is in a well or pit. This request is to close the parking spaces on the south side of Logan Street between 8<sup>th</sup> and 9<sup>th</sup> Streets on Saturday, June 19<sup>th</sup>, from 7:00 a.m. until 2:00 p.m. This should give them plenty of time to do the necessary work. Mr. Huntley stated this is a fair request and his Department is recommending the approval of this request. Mr. Martin moved to approve as requested, second Mr. Stork, three aye.

**BOARD OF PUBLIC WORKS AND SAFETY  
CITY OF NOBLESVILLE  
JUNE 15, 2010, PAGE IV**

**ADJOURNMENT**

There being no further business before the Board of Public Works and Safety this 15<sup>th</sup> day of June, 2010, Mr. Stork moved to adjourn the meeting, second Mr. Martin, three aye.

---

JOHN DITSLEAR, MAYOR

ATTEST:

---

JANET S. JAROS, CLERK-TREASURER

**BOARD OF PUBLIC WORKS AND SAFETY  
CITY OF NOBLESVILLE**

**DATE:** JUNE 29, 2010

**PREVIOUSLY DISCUSSED ITEMS** \_\_\_\_\_

**NEW ITEMS FOR DISCUSSION** XXX

**MISCELLANEOUS** \_\_\_\_\_

**ITEM#** 1

**SOURCE:**

**DOCUMENTS PREPARED BY:** RAY THOMPSON

**VERBAL:** \_\_\_\_\_

**INFORMATION ATTACHED:** XXX

**NO PAPERWORK AT TIME OF PACKETS:** \_\_\_\_\_



**MEMORANDUM**

TO: MEMBERS OF THE BOARD OF WORKS

FROM: MICHAEL HENDRICKS, ADMINISTRATIVE OFFICER

DATE: JUNE 17, 2010

IN RE: REQUESTING BOARD'S APPROVAL FOR  
WRITE-OFF OF UNPAID WASTEWATER DEBTS-  
2ND QUARTER-2010

Asking the Board's approval for write-off of unpaid debts in the amount of  
**\$5,503.81** (Please see attached information regarding explanation of unpaid debts.)

Your consideration with regard to this matter would be greatly appreciated.

## NOBLESVILLE UTILITIES WRITE OFF POLICY

This is to set forth the reasons and circumstances in which Noblesville Utilities may write off an unpaid debt resulting from wastewater services provided to Noblesville City residents.


- A. Any unpaid balance of \$50 or less will be written off on accounts that have been marked as FINAL, and exceed 180 days after final notification to customer.
- B. Any property that was sold which had an outstanding balance and was sold before a lien could be filed on the property.
- C. Any property owner that files for bankruptcy will have their balance written off, as of the bankruptcy file date.
- D. Any outstanding balance on a property which has been sold in a sheriff's sale and the outstanding balance was not collected at the time of the sale.
- E. Any outstanding balance the Utility Director deems should be written off due to extenuating circumstances, such as lack of assets or unavailability of the debtor.
- F. Any unpaid lien balance that is outstanding 10 years after the file date of the lien.

A list of accounts to be considered for write off will be submitted to the Noblesville Board of Works on a quarterly basis.

Adopted this 29th day of April, 2008

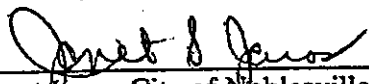
City of Noblesville Board of Public Works and Safety

  
John Ditslear, Mayor

  
Jack Martin, Member

  
Larry Stork, Member

Attest By:

  
Janet Jaros, City of Noblesville Clerk Treasurer

**JUNE 2010  
WRITE OFFS**

2007	\$5,503.81
------	------------

<b>TOTAL</b>	<b>\$5,503.81</b>
--------------	-------------------

**BOARD OF PUBLIC WORKS AND SAFETY  
CITY OF NOBLESVILLE**

**DATE:** JUNE 29, 2010

**PREVIOUSLY DISCUSSED ITEMS** \_\_\_\_\_

**NEW ITEMS FOR DISCUSSION** XXX

**MISCELLANEOUS** \_\_\_\_\_

**ITEM#** 2

**SOURCE:**

**DOCUMENTS PREPARED BY:** ANDY WERT

**VERBAL:** \_\_\_\_\_

**INFORMATION ATTACHED:** XXX

**NO PAPERWORK AT TIME OF PACKETS:** \_\_\_\_\_

INTEROFFICE MEMO

---



Date: 21 June 2010

To: Board of Public Works & Safety

 From: Andy Wert, Department of Planning

Subject: Easements for the West Haven section of the Inter-Urban trail; 29 June 2010 meeting

Efforts to secure proper access easements for the western extension of the interurban trail have been ongoing now for over a year. Since the completion of the pedestrian tunnel under Hazel Dell Road in 2004, Planning staff has attempted to facilitate the extension through a combination of fees simple land dedication and voluntary donation of access easements. The easements being presented to the Board here represent the final documents necessary to proceed with the project. The Engineering Department is preparing cost estimates and it is anticipated that this project will be bid out later this summer. Costs will be shared with Maefield Development as there are some mounds that were placed in the power easement that are contrary to Duke Energy's standards. These will be removed as part of the project.

The easements being presented to the Board are as follows:

- Temporary construction easement from The Townes At Noble West;
- Temporary construction easements (License Agreements) from five (5) West Haven homeowners (on west end of proposed trail);
- Access easements (Pathway Easements) from five (5) West Haven homeowners (on west end of proposed trail);

The latter will be recorded easements cross-referenced with the deed. Funding for the City's portion of the project will come from the Park Impact Fee Fund.

---

## TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE WITNESSETH THAT, The Townes At Noble West Property Owners' Association (herein, "Grantor"), the owner of Block "B" in The Townes At Noble West, an addition to the City of Noblesville, Hamilton County, Indiana, as per plat thereof recorded in Plat Cabinet 3 Slide 423 in the Office of the Recorder of Hamilton County, Indiana ("Grantor's Lot"), hereby GRANTS TO The City Of Noblesville, Indiana ("Grantee"), a temporary easement (the "Easement") to enter upon the area of the Grantor's Lot that coincides with a 66 foot easement to Public Service Company Of Indiana, Inc. as recorded in Deed Book 130 Page 200 in the Office of the Recorder of Hamilton County, Indiana (the "Easement Area") for the purpose of incidental encroachment within the Easement Area related to the installation of an eight-foot (8') wide asphalt path in accordance with the design set forth on Exhibit "A" attached hereto and incorporated herein by reference (the "Pathway"), SUBJECT TO the following terms and conditions:


1. As consideration for Grantor granting this Easement to Grantee as provided in this Agreement, Grantee shall, upon execution of this Agreement, donate to Grantor four (4) Salix Babylonica (Weeping Willow) at two (2) inch caliper in size and a Landscapeforms Plainwell 72-inch aluminum park bench, or equivalent, and install said trees and bench in the common area of the aforementioned plat around the pond at the direction of Grantor, with said bench to be anchored in concrete;
2. Grantee shall have the right to have and hold said Easement with the right of ingress and egress to and from the Easement Area for a period of eighteen (18) months from the date of this Easement Agreement.
3. Grantee shall be responsible for returning the Easement Area to its original condition by way of grading the Easement Area and seeding it with grass.
4. Grantee shall defend, indemnify and hold harmless Grantor from and against any and all liability, loss, claim, damage, demand, action, cause of action, suit, judgment, proceeding, cost or expense, including court costs and attorneys' fees which at any time after the execution of this Easement Agreement may be brought, alleged or imposed upon Grantor and relates to and/or arises out of the work performed by Grantee within the Easement Area. Notwithstanding the foregoing, Grantee's indemnification obligations do not include any liability, loss, claim, damage, demand, action, cause of action, suit, judgment, proceeding, cost or expense caused or contributed to by any negligence, gross negligence or willful misconduct on Grantor's Lot.
5. The Easement granted herein is subject to any and all easements that might exist on Grantor's Lot and is subject to any other liens that may exist on Grantor's Lot.

6. Grantor represents and warrants to Grantee that Grantor is the fee simple owner of Grantor's Lot subject to all existing liens and further certifies that Grantor is authorized to execute and deliver this Easement Agreement.
7. This License shall be binding upon and inure to the benefit of Grantor, Grantee and their respective heirs, executors, administrators, personal representatives, successors and assigns; provided, however, this Easement shall automatically terminate eighteen (18) months from the date of execution of this Easement Agreement.
8. This Easement Agreement shall be governed by and construed in accordance with the laws of the State Of Indiana.

IN WITNESS WHEREOF, the parties have agreed upon and entered into the terms and conditions set forth in this Easement Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**GRANTOR:**

The Townes At Noble West Property Owners' Association, LLC.

By:  , Agent

**GRANTEE:**

THE CITY OF NOBLESVILLE, INDIANA

By: \_\_\_\_\_  
John Ditslear, Mayor









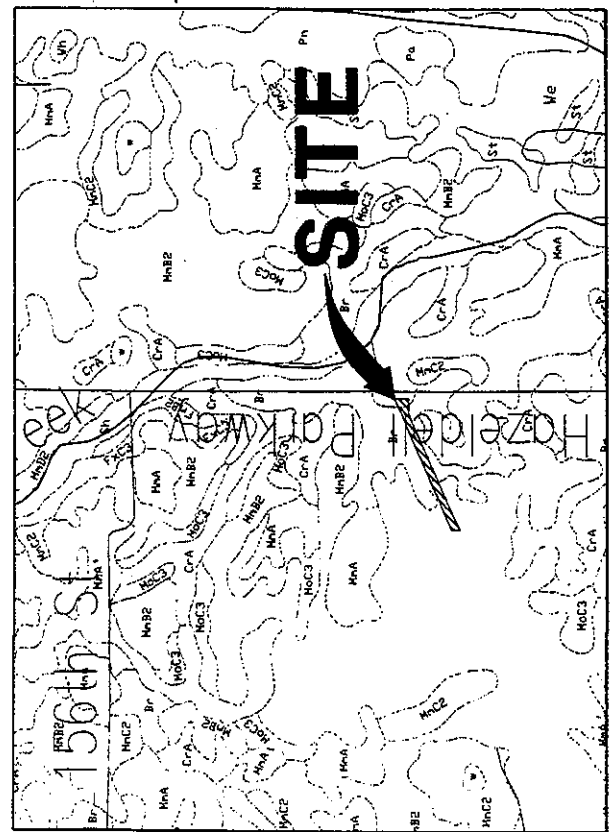


**THE SCHNEIDER CORPORATION**  
 10000 N. Meridian  
 Indianapolis, IN 46211-1037  
 Phone: (317) 551-1700  
 Fax: (317) 551-1700  
 www.schneidercorp.com

**WEST HAVEN**  
 INTERURBAN TRAIL  
 NORWICHVILLE, INDIANA  
 CITY OF NORWICHVILLE  
 NORWICHVILLE, INDIANA

**STORMWATER POLLUTION PREVENTATION DETAILS**  
 10/27/09  
 10/27/09  
 10/27/09

**C801**

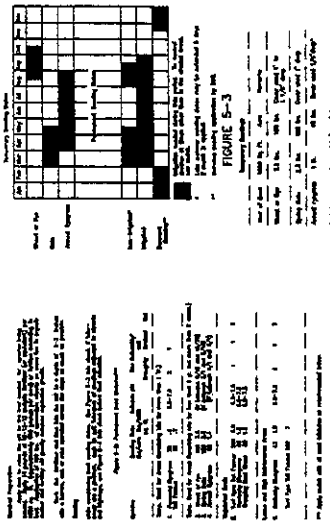


**SOILS MAP**  
 NOT TO SCALE

**SOIL LEGEND**  
 SYMBOL NAME  
 S Barely eroded, silty clay loam, 0 to 2 percent slopes  
 MhB2 Barely eroded, silty clay loam, 2 to 6 percent slopes, gravel

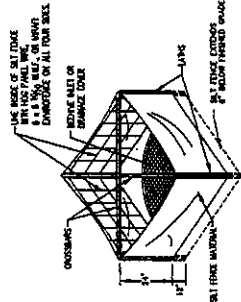
STORMWATER POLLUTION PREVENTION SCHEDULE		
DISORDER CONTROL MEASURE	INSTALLATION SEQUENCE	MAINTENANCE
1. EROSION CONTROL MEASURES	1. EROSION CONTROL MEASURES	1. EROSION CONTROL MEASURES
2. SEDIMENTATION MEASURES	2. SEDIMENTATION MEASURES	2. SEDIMENTATION MEASURES
3. FLOOD CONTROL MEASURES	3. FLOOD CONTROL MEASURES	3. FLOOD CONTROL MEASURES
4. LANDSCAPE MEASURES	4. LANDSCAPE MEASURES	4. LANDSCAPE MEASURES
5. OTHER MEASURES	5. OTHER MEASURES	5. OTHER MEASURES

**SEEDING MIXTURES**  
 SCALE: NONE

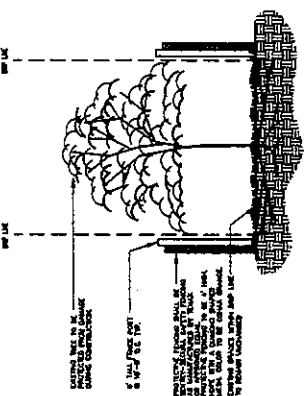


**MULCHING REQUIREMENTS**  
 SCALE: NONE

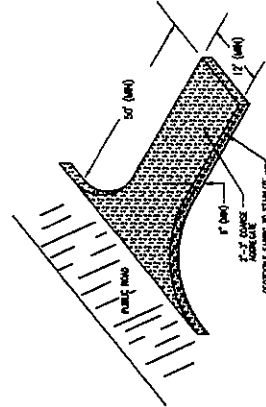
1. Mulch shall be applied to all areas of exposed soil. Mulch shall be applied to all areas of exposed soil. Mulch shall be applied to all areas of exposed soil.



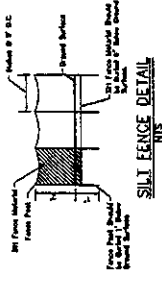
**INLET PROTECTION - SILT FENCE**  
 1. FOR MATERIAL SPECIFICATIONS  
 2. SEE ASSOCIATED BY SPECIFICATIONS



**TREE PROTECTION DETAIL**  
 SCALE: NONE



**TEMPORARY CONSTRUCTION ENTRANCE DETAIL**  
 SCALE: NONE



**SILT FENCE DETAIL**  
 SCALE: NONE



## **LICENSE AGREEMENT**

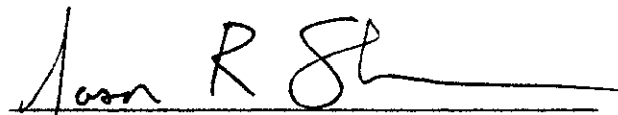
THIS INDENTURE WITNESSETH THAT, Jason R. and Lissa M. Starnier, husband and wife (collectively herein, "Grantor"), the owner of Lot 78 in West Haven At Noble West, Section 3, an addition to the City of Noblesville, Hamilton County, Indiana, as per plat thereof recorded as Instrument No. 2006-39351 in the Office of the Recorder of Hamilton County, Indiana ("Grantor's Lot"), hereby GRANTS TO the City of Noblesville, Indiana ("Grantee"), a license (the "License") to enter upon the southern thirty-three feet (33') of Grantor's Lot (the "License Area") for the purpose of removing the existing mound and landscaping located within the License Area, and installing within the License Area over the southern five feet (5') of Grantor's Lot part of an eight-foot (8') wide asphalt path in accordance with the design set forth on Exhibit "A" and landscaping in accordance with the design set forth in Exhibit "B", both attached hereto and incorporated herein by reference (the "Pathway"), SUBJECT TO the following terms and conditions:

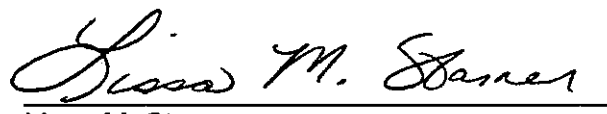
1. Grantee shall have the right to have and hold said License with the right of ingress and egress to and from the License Area for a period of two (2) years from the date of this License Agreement.
2. Grantee shall be responsible for (a) removing the existing mound and landscaping located within the License Area; (b) installing the Pathway; (c) installing landscaping, and (d) grading the License Area and restoring it with sod. All work is to be as set forth in Exhibit "A" titled "West Haven Interurban Trail" designed by Schneider Corporation dated 9/22/09 (Job No. 3930.032) and Exhibit "B" titled "Trail Planting Relocation Plan" designed by Kevin K. Parsons Associates, Inc. dated 4/25/08 with revisions through 12/07/09 (Project No. 08516). Prior to commencing any work to remove the existing mound and landscaping, Grantor shall have the right to remove and relocate any trees located in the License Area. Once Grantee has commenced construction to remove the mound and landscaping, Grantee's right to remove and relocate any trees shall cease.
3. Grantee shall defend, indemnify and hold harmless Grantor from and against any and all liability, loss, claim, damage, demand, action, cause of action, suit, judgment, proceeding, cost of expense, including court costs and attorneys' fees which at any time after the execution of this License Agreement may be brought, alleged or imposed upon Grantor and relates to and/or arises out of the work performed by Grantee within the License Area. Notwithstanding the foregoing, Grantee's indemnification obligations do not include any liability, loss, claim, damage, demand, action, cause of action, suit, judgment, proceeding, cost or expense caused by the sole negligence of Grantor.
4. The License granted herein is subject to any and all easements that might exist on Grantor's Lot and is subject to any other liens that may exist on Grantor's Lot.

5. Grantor represents and warrants to Grantee that Grantor is the fee simple owner of Grantor's Lot subject to all existing liens and further certifies that Grantor is authorized to execute and deliver this License Agreement.
6. This License shall be binding upon and inure to the benefit of Grantor, Grantee and their respective heirs, executors, administrators, personal representatives, successors and assigns; provided, however, this License shall automatically terminate two (2) years from the date of execution of this License Agreement.
7. This License Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, the parties have agreed upon and entered into the terms and conditions set forth in this License Agreement as of the 14 day of June, 2010.

**GRANTOR:**

  
\_\_\_\_\_  
Jason R. Starnes

  
\_\_\_\_\_  
Lissa M. Starnes

**GRANTEE:**

THE CITY OF NOBLESVILLE by

\_\_\_\_\_  
John Ditslear, Mayor

## **PATHWAY EASEMENT**

Deed Reference: 200723084

THIS INDENTURE WITNESSETH, that Jason R. and Lissa M. Starnier, Husband and Wife (collectively herein, "Grantor") for and in consideration of the sum of One Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby GRANTS AND CONVEYS to THE CITY OF NOBLESVILLE, INDIANA ("Grantee"), an easement to construct and install, maintain, operate, repair, inspect, protect, remove and replace an eight-foot wide asphalt pathway (the "Pathway") over, across and through the following described real estate owned by Grantor and situated in Hamilton County, Indiana, to-wit:

Five (5) feet off the south side of Lot 78 of West Haven At Noble West, Section Three, as per Plat thereof recorded as Instrument No. 2006-39351, in the Hamilton County Recorder's Office; (the "Easement").

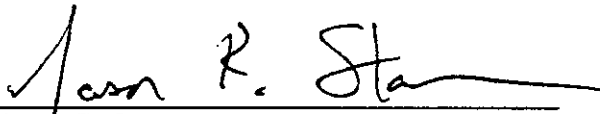
SUBJECT TO the following terms and conditions:

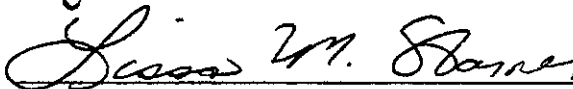
1. Grantee and its successors and assigns shall have the right to have and to hold said Easement with the right of ingress and egress to repair, inspect, protect, remove and replace such Pathway so long as said Easement is used for any of the purposes designated in Paragraph 9 of this Pathway Easement.
2. Grantee, its successors and assigns shall be responsible for the general day to day maintenance of the Pathway and Grantee shall pay the cost of any necessary repairs or replacements to the Pathway in order to maintain the Pathway in the same condition as other pathways in the City of Noblesville are maintained.
3. Grantee has the obligation to initially construct the Pathway and Grantor hereby grants to Grantee an easement to construct and install the Pathway pursuant to a separate License Agreement between Grantor and Grantee in even date herewith (the "License Agreement").
4. Grantee shall defend, indemnify, and hold harmless Grantor from and against any and all liability, loss, claim, damage, demand, action, cause of action, suit, judgment, proceeding, cost or expense, including court costs and attorney's fees which at any time after execution of this Pathway Easement may be brought, alleged or imposed upon the Grantor and relates to and/or arises out of the maintenance, repair or use of the Pathway. Notwithstanding the above, Grantee's indemnification obligations do not include any liability, loss, claim, damage, demand, action, cause of action, suit, judgment, proceeding, cost or expense caused by the sole negligence of Grantor, or any of its respective employees, contractors, agents, invitees or licensees which occurs inside or outside the Easement.
5. In the event Grantee shall abandon or remove the Pathway, the Easement granted herein shall thereupon terminate, with Grantee obligated to return the Easement to its former condition.
6. Grantee may, without liability cut, trim or remove any and all trees, underbrush, bushes, saplings and other similar growths now or hereafter growing upon or extending over the Easement in so far as may be reasonably necessary to the exercise by the Grantee of any and all of the rights hereby granted. Grantee shall restore to its pre-existing condition in so far as the same may be feasible, any portion or portions of the Easement in which excavation or other disturbance thereof by the Grantee may be required incidental to the exercise by the Grantee of the rights hereby granted.

7. The Easement granted herein is subject to any and all other easements that might exist on the Easement property and is subject to any other existing liens that may exist on the Easement property.
8. The Pathway shall be used for bicycling, exercising, walking, hiking, rollerblading, running and other similar types of activities. The Pathway shall not be used as a highway, street, light or heavy rail, bus or other motorized mass transit or transportation system or any other motorized activity.
9. Grantee shall, at its expense, design and construct, within the Easement, the Pathway pursuant to the License Agreement.
10. All public access to the Pathway will be on, over or through publicly-owned or controlled land and shall not be over and across land owned by Grantor (other than the land constituting the Easement) without specific permission of the Grantor.
11. Grantor specifically reserves the right to use small sections of the Easement granted herein for crossing of drainage and sanitary sewer and other utility lines in such a manner as not to disturb the Pathway or the operation and maintenance thereof. Grantor shall repair any damage caused by such use.
12. Grantee specifically acknowledges that Grantor has not made and does not make any representations or warranties as to the quality of the title to the Easement granted herein; provided, Grantor does represent and warrant to Grantee that Grantor is the fee simple owner of the property on which the Easement is located subject to all existing liens and further certifies Grantor is authorized to execute and deliver this Easement.
13. This Easement shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of the Grantor and Grantee, and their respective heirs, executors, administrators, personal representatives, successors and assigns.
14. This Easement grant shall be governed by and construed in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, Grantor and Grantee have agreed upon and entered into the terms and conditions set forth in this Pathway Easement as of the 14 day of June, 2010.

GRANTOR:

  
Jason R. Starn

  
Lissa M. Starn

GRANTEE:

THE CITY OF NOBLESVILLE, INDIANA

By: \_\_\_\_\_  
John Ditslear, Mayor



STATE OF INDIANA )  
COUNTY OF Harrison )SS:

Before me, a Notary Public in and for said County and State, personally appeared Jason R. Starnier & Lissa M. Starnier, by me known, and who, having been duly sworn, executed the foregoing "Pathway Easement" as their voluntary act and deed.

WITNESS my hand and Notarial Seal this 14 day of June, 2010.

My Commission Expires: 5-31-2017 Debra D. Wauson

Notary Public

My County Of Residence: Madison  
(SEAL)

Debra D. Wauson  
Printed Signature

STATE OF INDIANA )  
COUNTY OF \_\_\_\_\_ )SS:

Before me, a Notary Public in and for said County and State, personally appeared John Ditslear, Mayor of the City Of Noblesville, and who, having been first duly sworn, executed the foregoing "Pathway Easement" for and on behalf of said City.

WITNESS my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

My Commission Expires: \_\_\_\_\_

Notary Public

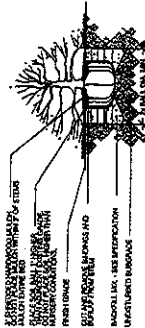
My County Of Residence: \_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Printed Signature

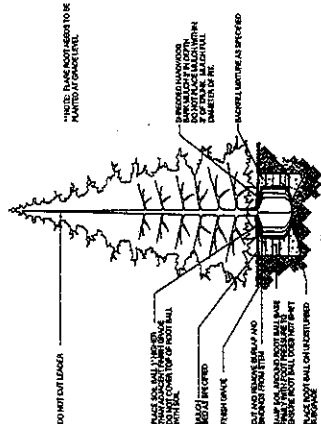
I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. *Philip A. Nicely*

This instrument prepared by: Philip A. Nicely, Bose McKinney & Evans LLP, 301 Pennsylvania Parkway, Suite 300, Indianapolis, Indiana, 46280, 317-684-5300.

NOTE: PLANT IMAGES ARE SHOWN WITH MATURE GROWTH AND IMAGES ARE NOT REPRESENTATIVE OF THE SIZE OF PLANT AT TIME OF PLANTING.

[illegible]

**L1.01 NOT TO SCALE**



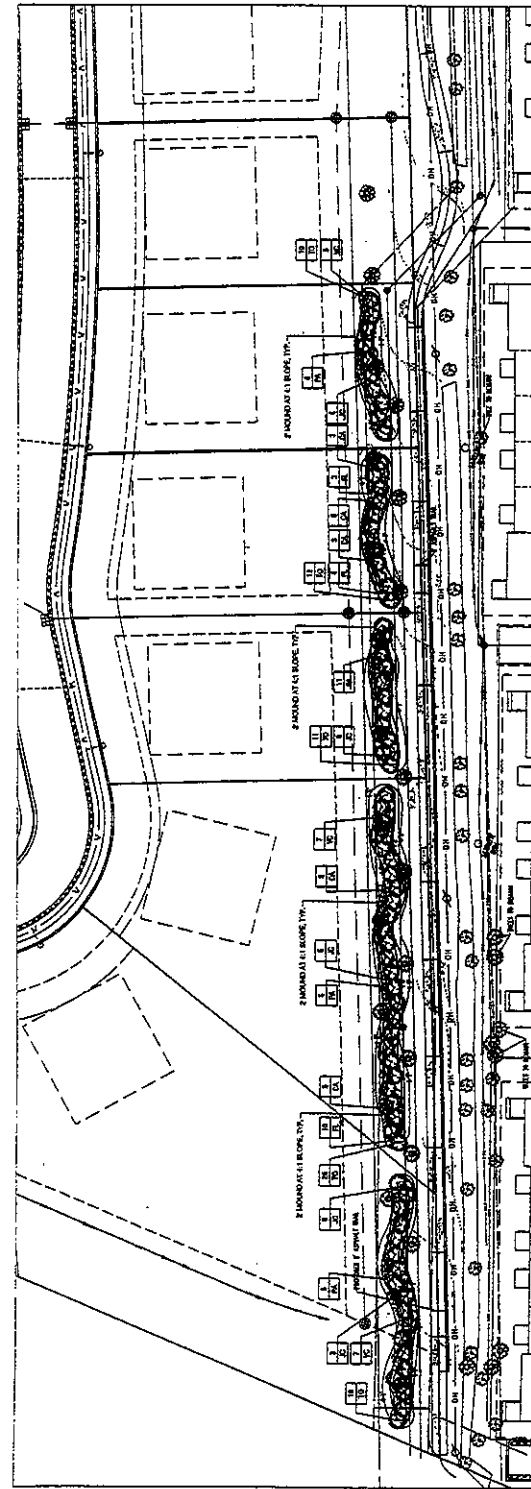
NOT TO SCALE 1011

- [illegible]

ASSUMED NORTH  
SCALE: 1"=30'

- LEGEND:**

EXISTING ENGINE INSTALLED WITHIN EASEMENT, TO BE RELOCATED OFFSITE, CONTRACTOR TO COORDINATE WITH CITY OF HOBBSVILLE AND DEVELOPER.



10-307-01



FOR REVIEW ONLY

**NOT FOR  
CONSTRUCTION**

MAEFIELD  
DEVELOPMENTHAZEL DELL PARKWAY  
NORRISVILLE IN

# TRAIL PLANTING RELOCATION PLAN

[illegible]

**BOARD OF PUBLIC WORKS AND SAFETY  
CITY OF NOBLESVILLE**

**DATE:** JUNE 29, 2010

**PREVIOUSLY DISCUSSED ITEMS** \_\_\_\_\_

**NEW ITEMS FOR DISCUSSION** XXX

**MISCELLANEOUS** \_\_\_\_\_

**ITEM#** 3

**SOURCE:**

**DOCUMENTS PREPARED BY:** ANDY WERT

**VERBAL:** \_\_\_\_\_

**INFORMATION ATTACHED:** XXX

**NO PAPERWORK AT TIME OF PACKETS:** \_\_\_\_\_

INTEROFFICE MEMO

---



Date: 21 June 2010

To: Board of Public Works & Safety

From: Andy Wert, Department of Planning

Subject: Secondary plat for The Ridge Section 3A; 29 June 2010 meeting

The Tech Committee reviewed this plat at its May 20 meeting. It is only two lots and will be used to build two model homes. There is no infrastructure associated with this section. Streets and sewers were constructed with Section 2A.

(PART OF SE 1/4, SEC. 26, T8N-R4E,  
NOBLESVILLE TWP., HAMILTON CO.)

S00:36'11"W  
605.02'

**P.O.B.**

**3800°38'02"W 274.44'**

**HAGUE ROAD**

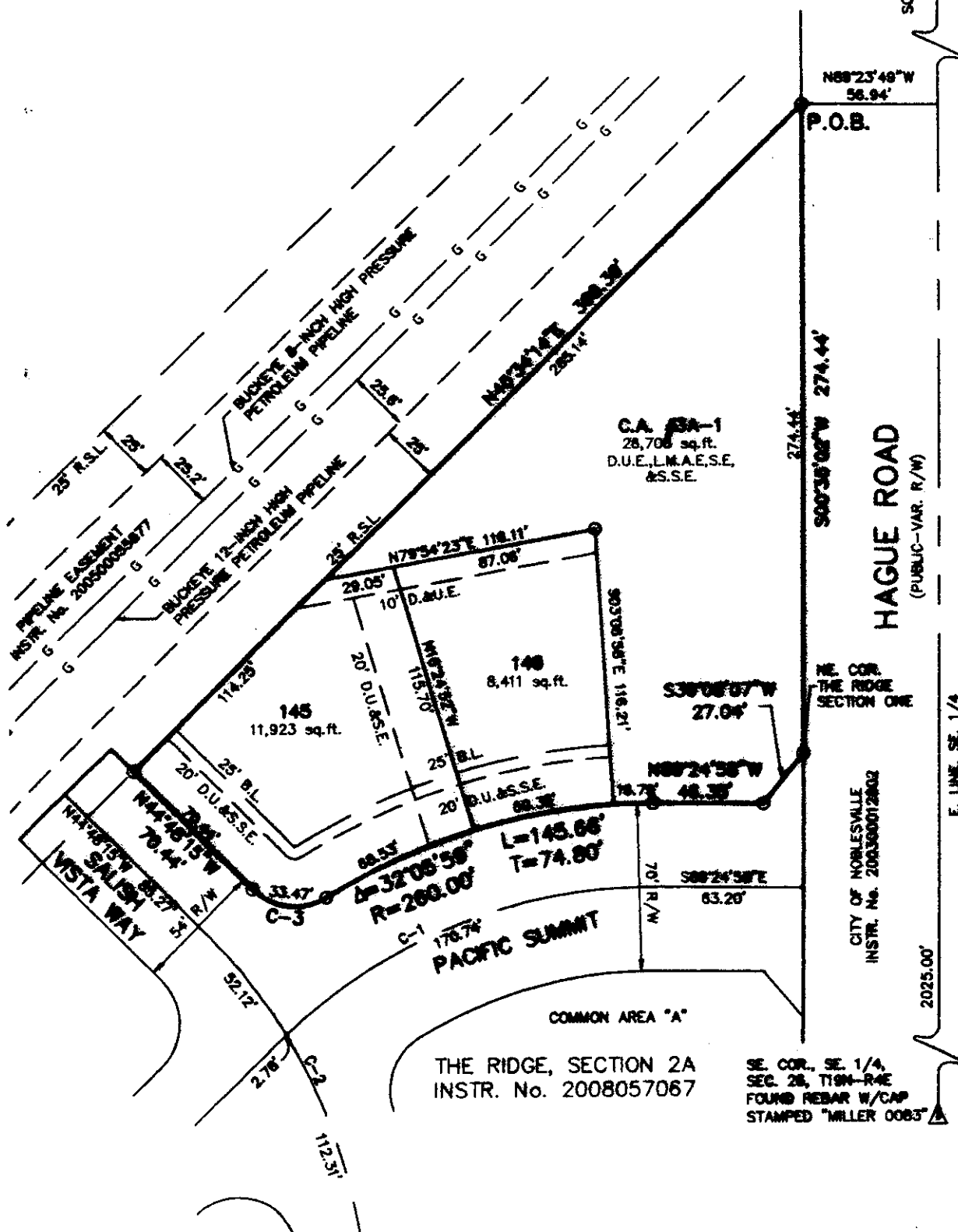
(PUBLIC- VAR. R/W)

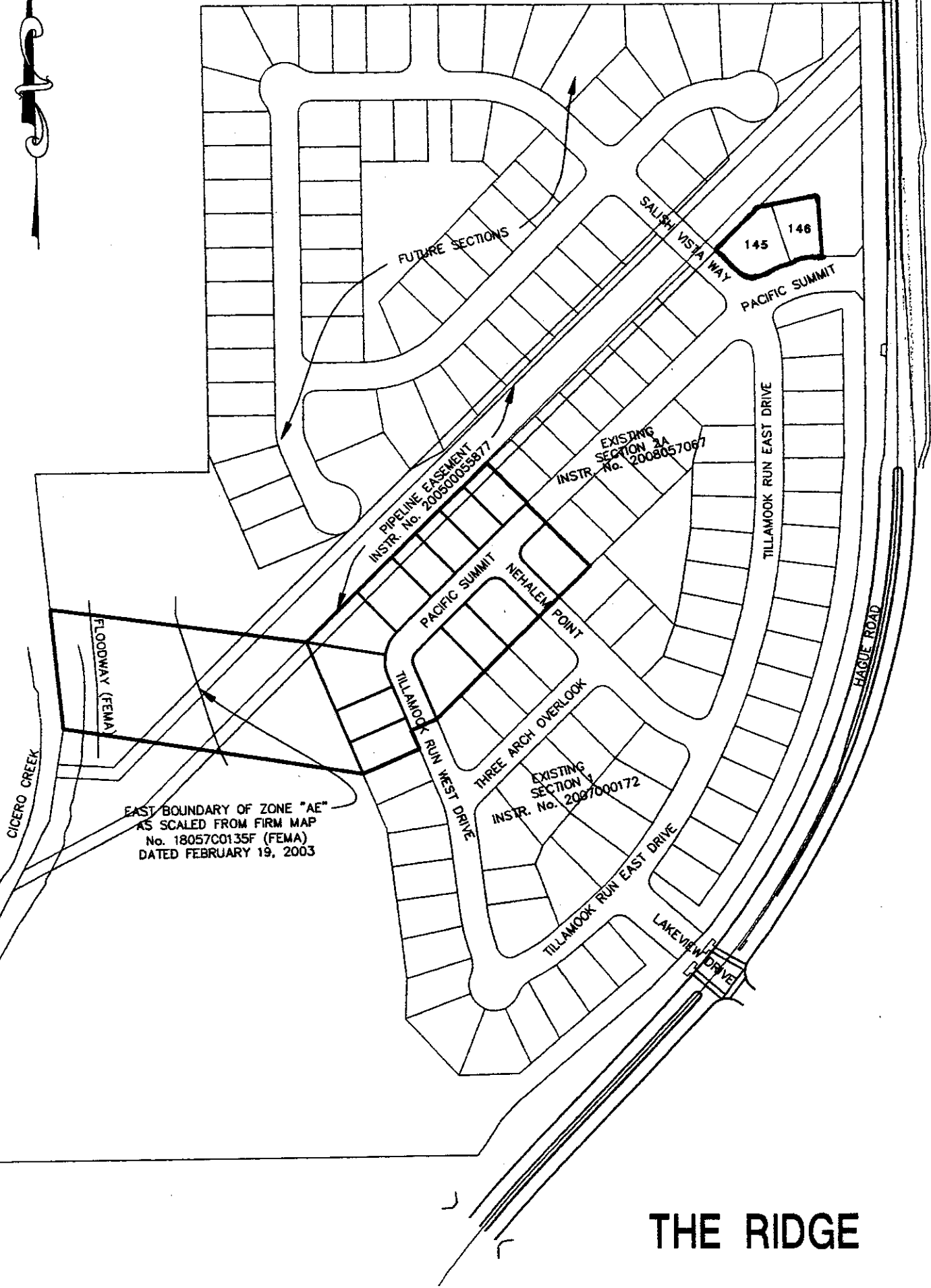
ME. COR.  
THE RIDGE  
SECTION ONE

E. LINE, SE. 1/4  
SEC. 26, T10N-R43

CITY OF NOBLESVILLE  
INSTR. No. 200360012402

SE. COR., SE. 1/4,  
SEC. 28, T19N-R4E  
FOUND REBAR W/CAP  
STAMPED "MILLER 0083"





**BOARD OF PUBLIC WORKS AND SAFETY  
CITY OF NOBLESVILLE**

**DATE:** JUNE 29, 2010

**PREVIOUSLY DISCUSSED ITEMS** \_\_\_\_\_

**NEW ITEMS FOR DISCUSSION** XXX

**MISCELLANEOUS** \_\_\_\_\_

**ITEM#** 4

**SOURCE:**

**DOCUMENTS PREPARED BY:** ANDY WERT

**VERBAL:** \_\_\_\_\_

**INFORMATION ATTACHED:** XXX

**NO PAPERWORK AT TIME OF PACKETS:** \_\_\_\_\_

INTEROFFICE MEMO

---



Date: 21 June 2010

To: Board of Public Works & Safety

*A* From: Andy Wert, Department of Planning

Subject: Secondary plat for Deer Path Section 13B; 29 June  
2010 meeting

Infrastructure for this 75-lot section to Deer Path has been under construction since October 2009. Performance bonds were posted at this time and City inspections are ongoing. Sanitary sewer fees were recently paid for Section 13B in preparation for the recording of the plat.

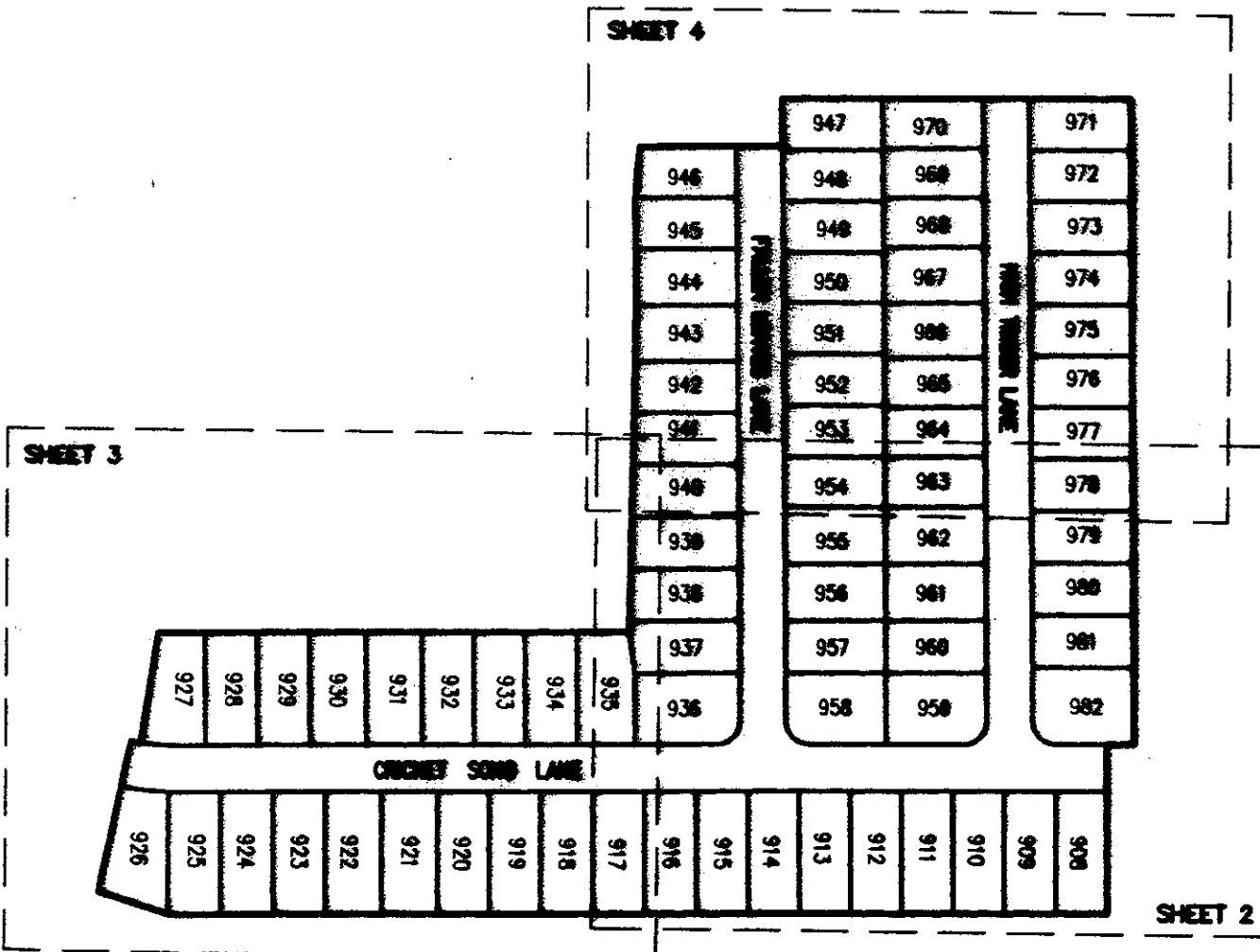


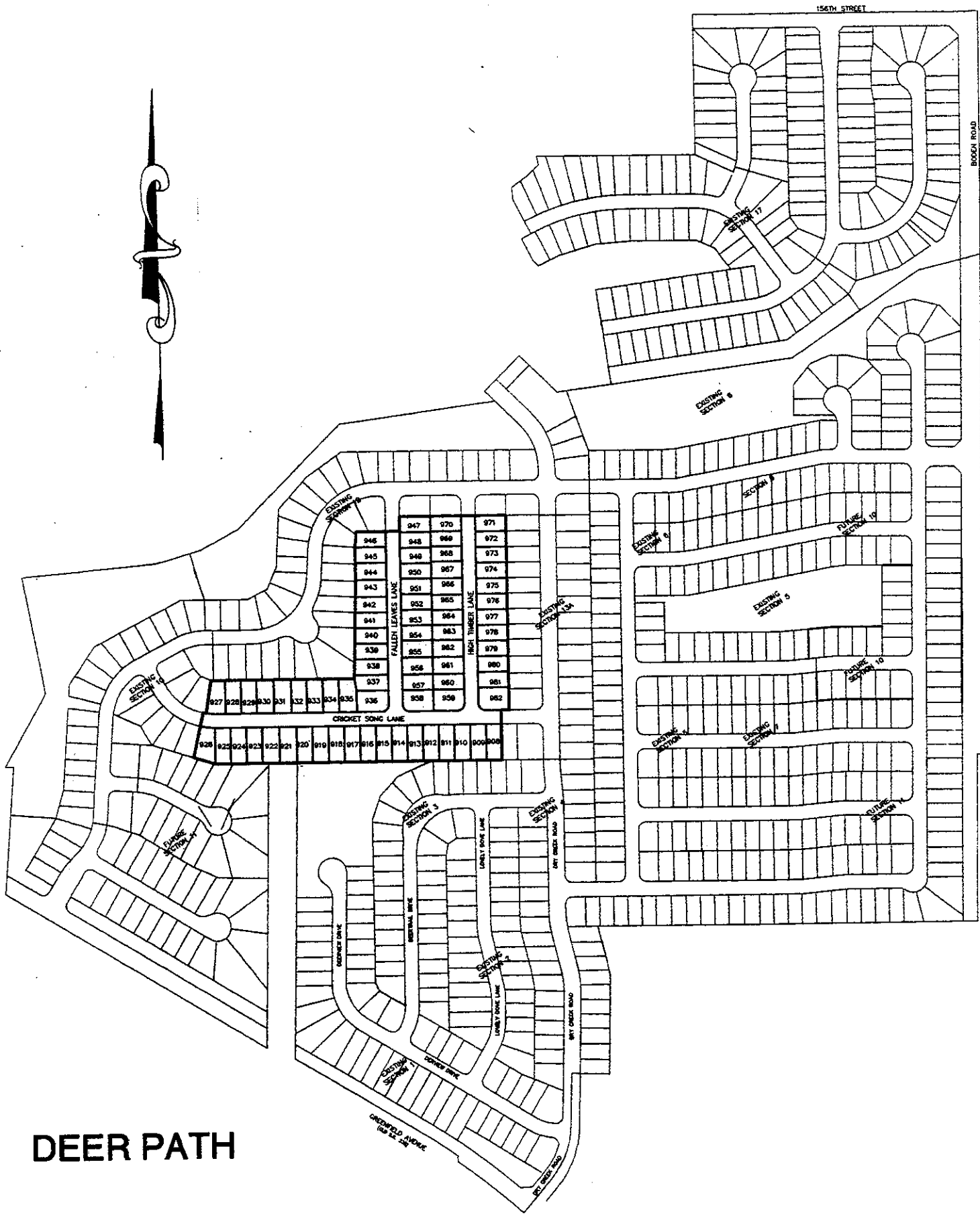
# DEER PATH

## SECTION THIRTEEN B

### SECONDARY PLAT

(PART OF THE NE. 1/4 AND NW. 1/4, SECTION 15, T18N-R5  
WAYNE TOWNSHIP, HAMILTON COUNTY, INDIANA)





# DEER PATH

**BOARD OF PUBLIC WORKS AND SAFETY  
CITY OF NOBLESVILLE**

**DATE:** JUNE 29, 2010

**PREVIOUSLY DISCUSSED ITEMS** \_\_\_\_\_

**NEW ITEMS FOR DISCUSSION** XXX

**MISCELLANEOUS** \_\_\_\_\_

**ITEM#** 5

**SOURCE:**

**DOCUMENTS PREPARED BY:** ANDY WERT

**VERBAL:** \_\_\_\_\_

**INFORMATION ATTACHED:** XXX

**NO PAPERWORK AT TIME OF PACKETS:** \_\_\_\_\_

INTEROFFICE MEMO

---



Date: 21 June 2010

To: Board of Public Works & Safety

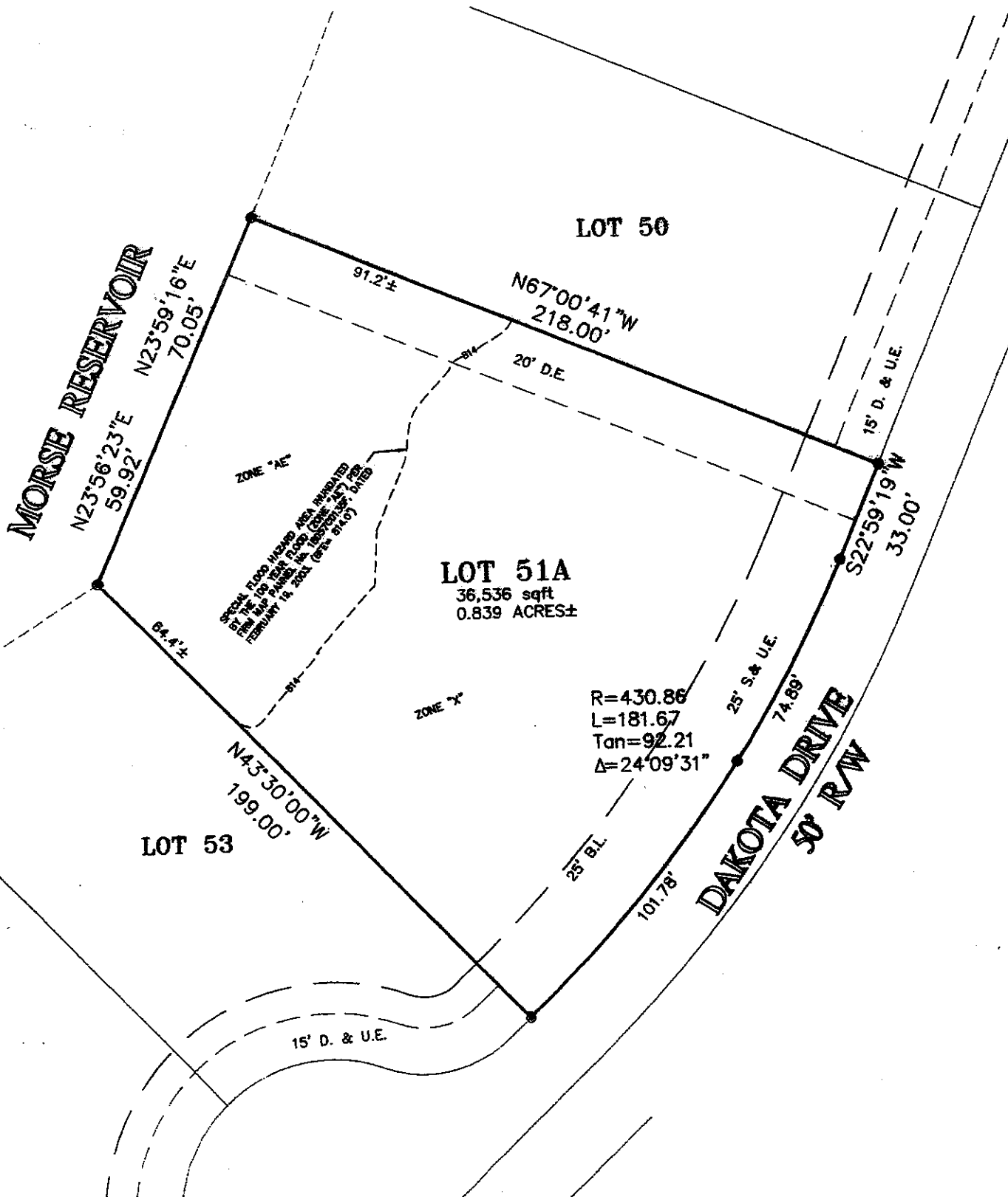
*AW* From: Andy Wert, Department of Planning

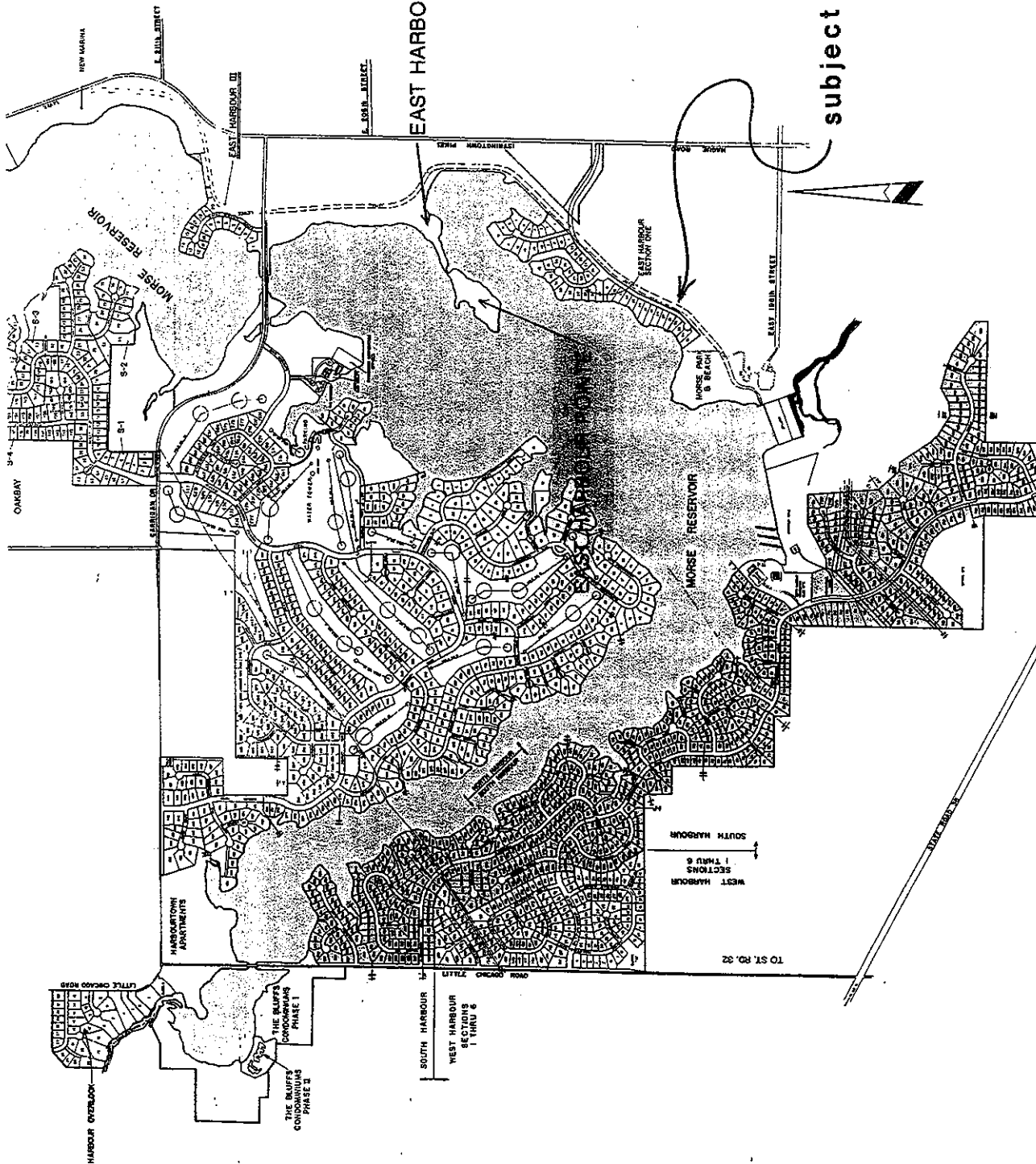
Subject: Secondary replat for Lots 51, 52 East Harbour; 29  
June 2010 meeting

The owner of Lots 51 & 52 of East Harbour desires to demolish the existing homes on these lots and build one larger home on the two lots. In order to accomplish this, the two lots are being combined and the existing utility and drainage easement that splits the two is being vacated. The only infrastructure present in this is a storm sewer. A permit was recently released to allow work to commence on the relocation of this pipe. Impact fees will be credited on the new home

# SECONDARY PLAT

REPLAT OF LOTS #51 AND LOT #52 IN EAST HARBOUR, SECTION ONE  
PART OF THE NORTHEAST AND SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 19 NORTH, RANGE 4 EAST,  
TOWN OF CICERO, JACKSON TWP., HAMILTON COUNTY, INDIANA

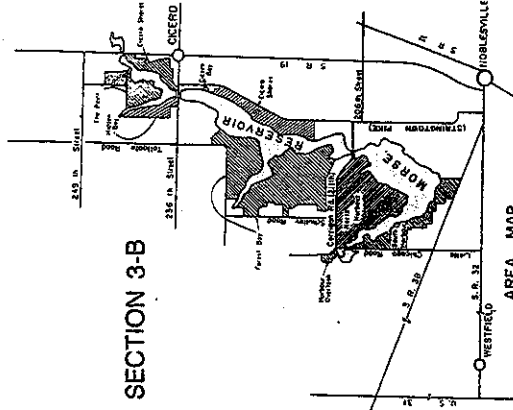




## EAST HARBOUR II SECTION 3-B

# subject lots

DEVELOPED BY  
**THE SHOREWOOD CORPORATION**  
100 North Clarendon Drive  
Noblesville, Indiana 46060  
Telephone No. (317) 877-5513



**BOARD OF PUBLIC WORKS AND SAFETY  
CITY OF NOBLESVILLE**

**DATE:** JUNE 29, 2010

**PREVIOUSLY DISCUSSED ITEMS** \_\_\_\_\_

**NEW ITEMS FOR DISCUSSION** XXX

**MISCELLANEOUS** \_\_\_\_\_

**ITEM#** 6

**SOURCE:**

**DOCUMENTS PREPARED BY:** ANDY WERT

**VERBAL:** \_\_\_\_\_

**INFORMATION ATTACHED:** XXX

**NO PAPERWORK AT TIME OF PACKETS:** \_\_\_\_\_

INTEROFFICE MEMO

---



Date: 21 June 2010

To: Board of Public Works & Safety

*AW* From: Andy Wert, Department of Planning

Subject: Secondary replat for Lots 10,11,12 J. W. Wheeler's  
Addition; 29 June 2010 meeting

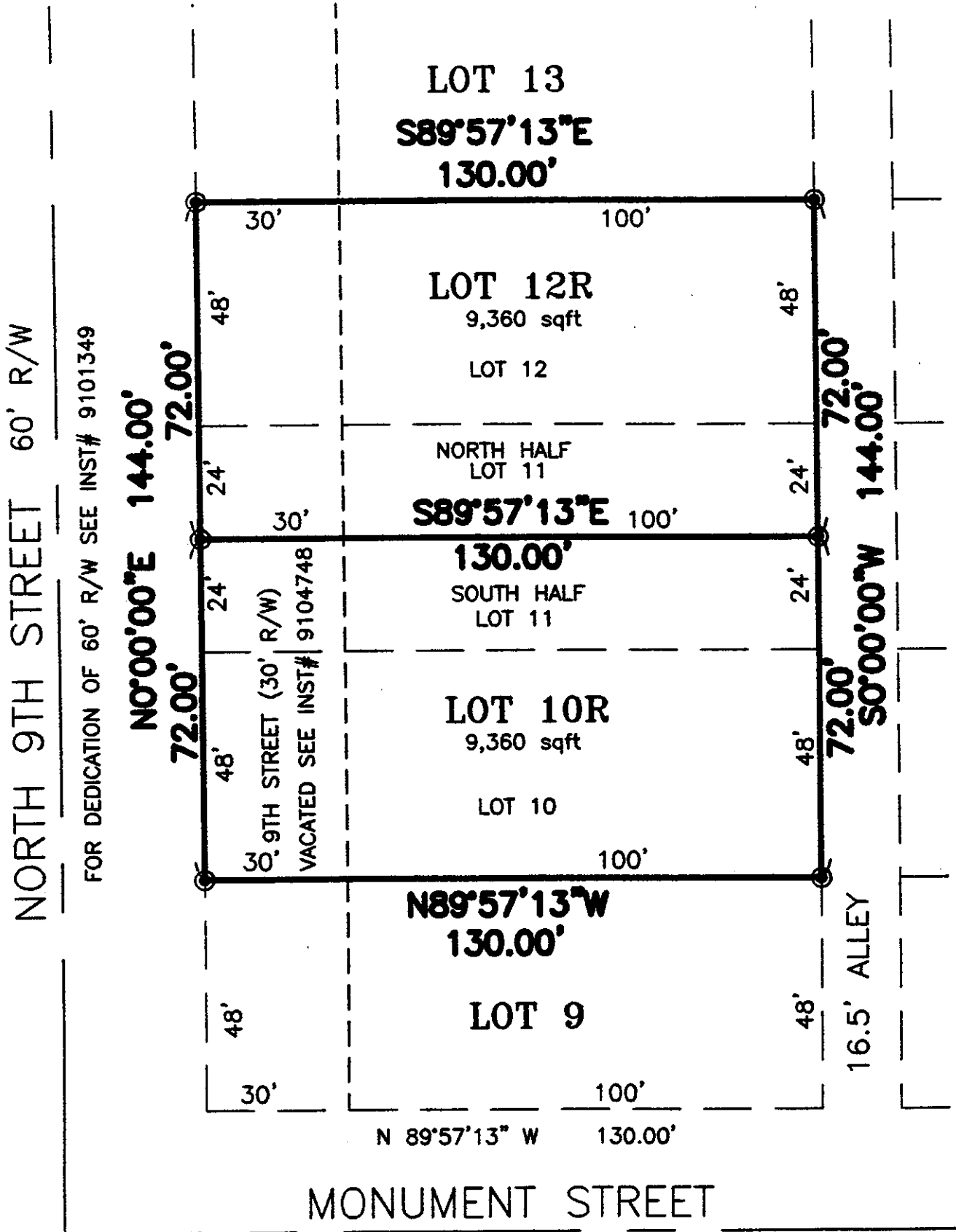
The respective owners of Lots 10 & 12 of J.W. Wheeler's Addition to the City of Noblesville have split the ownership of the original Lot 11. They now desire to combine what are currently four tax parcels into two. There are immediate plans to build a house on the new lot to the north...Lot 12R. In that there was a house on the lot in the past, impact fees are credited.



## SECONDARY PLAT

RE-PLAT OF LOTS 10, 11 AND 12 J.W. WHEELERS ADDITION  
TO THE CITY OF NOBLESVILLE, INDIANA

AND THE VACATED PORTION OF NORTH 9TH STREET ADJACENT TO SAID LOTS



**BOARD OF PUBLIC WORKS AND SAFETY  
CITY OF NOBLESVILLE**

DATE: JUNE 29, 2010

PREVIOUSLY DISCUSSED ITEMS \_\_\_\_\_

NEW ITEMS FOR DISCUSSION XXX

MISCELLANEOUS \_\_\_\_\_

ITEM# 7

SOURCE:

DOCUMENTS PREPARED BY: ANDY WERT

VERBAL: \_\_\_\_\_

INFORMATION ATTACHED: XXX

NO PAPERWORK AT TIME OF PACKETS: \_\_\_\_\_


INTEROFFICE MEMO

---



Date: 21 June 2010

To: Board of Public Works & Safety

 From: Andy Wert, Department of Planning

Subject: Dedication of Right-of-way at 1326 South 10<sup>th</sup> Street;  
29 June 2010 meeting

The law office of Newman & Newman has recently opened at 1326 South 10<sup>th</sup> Street. This building was formerly a residence. Conversion has involved bringing the structure up to commercial building codes as well as developing plans to construct a parking lot. These plans also include improving the existing driveway to commercial standards and dedication of 35 feet of right-of-way per the Thoroughfare Plan.

IN WITNESS WHEREOF, the said Grantor(s) have executed this instrument this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_.

GOLDEN MEADOW PROPERTIES, LLC.

\_\_\_\_\_(Seal)\_\_\_\_\_(Seal)  
Signature Signature

By: Printed Name, Title

By: Printed Name, Title

ATTEST: Signature

ATTEST: Signature

Printed Name

Printed Name

STATE OF \_\_\_\_\_:

SS:

COUNTY OF \_\_\_\_\_:

Before me, a Notary Public in and for said State and County, personally appeared GOLDEN MEADOW  
PROPERTIES, LLC. by its:

\_\_\_\_\_  
Print Title and Name

the Grantor(s) in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be its voluntary  
act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Signature

AFFIX NOTARY SEAL BELOW

\_\_\_\_\_  
Printed Name

My Commission expires \_\_\_\_\_

I am a resident of \_\_\_\_\_ County.

Form WD-1  
8/98

## WARRANTY DEED

Cross Reference Instrument No.: 2009-51252

Project: 1326 South 10<sup>th</sup> St.  
Page: 1 of 2

**THIS INDENTURE WITNESSETH**, That GOLDEN MEADOW PROPERTIES, LLC, an Indiana Corporation, the Grantor(s), Convey(s) and Warrant(s) to THE CITY OF NOBLESVILLE, INDIANA, the Grantee, for and in consideration for the sum of \$1.00, represents land and improvements acquired and other valuable consideration, the receipt of which is hereby acknowledged, certain Real Estate situated in the County of Hamilton, State of Indiana, and being more particularly described in the legal description attached hereto as Page 2 of Exhibit "A" and depicted upon the Right of Way Parcel Plat attached hereto as Page 1 of Exhibit "A", both pages of Exhibit A are incorporated herein by reference.

This conveyance is subject to any and all easements, conditions and restrictions of record.

The Grantor(s) hereby specifically acknowledge(s) and agree(s) that the Real Estate conveyed herein is conveyed in fee simple and that no reversionary rights whatsoever shall remain with the Grantor(s), or any successors in title to the abutting lands of the Grantor(s), notwithstanding any subsequent abandonment, vacation, disuse, nonuse, change of use, conveyance, lease and/or transfer by the Grantee or its successors in title, of a portion or all of the said Real Estate or any right of way, roadway or roadway appurtenances established thereupon. This acknowledgement and agreement is a covenant running with the land and shall be binding upon the Grantor(s) and all successors and assigns.

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

Interests in land acquired by  
The City of Noblesville, Indiana  
Grantee mailing address:  
16 S. 10<sup>th</sup> Street  
c/o Clerk/Treasurer's Office  
Noblesville, IN 46060

This Instrument Prepared By Mike Howard  
Attorney at Law  
694 Logan Street  
Noblesville, IN 46060

## **EXHIBIT "A" Page 2**

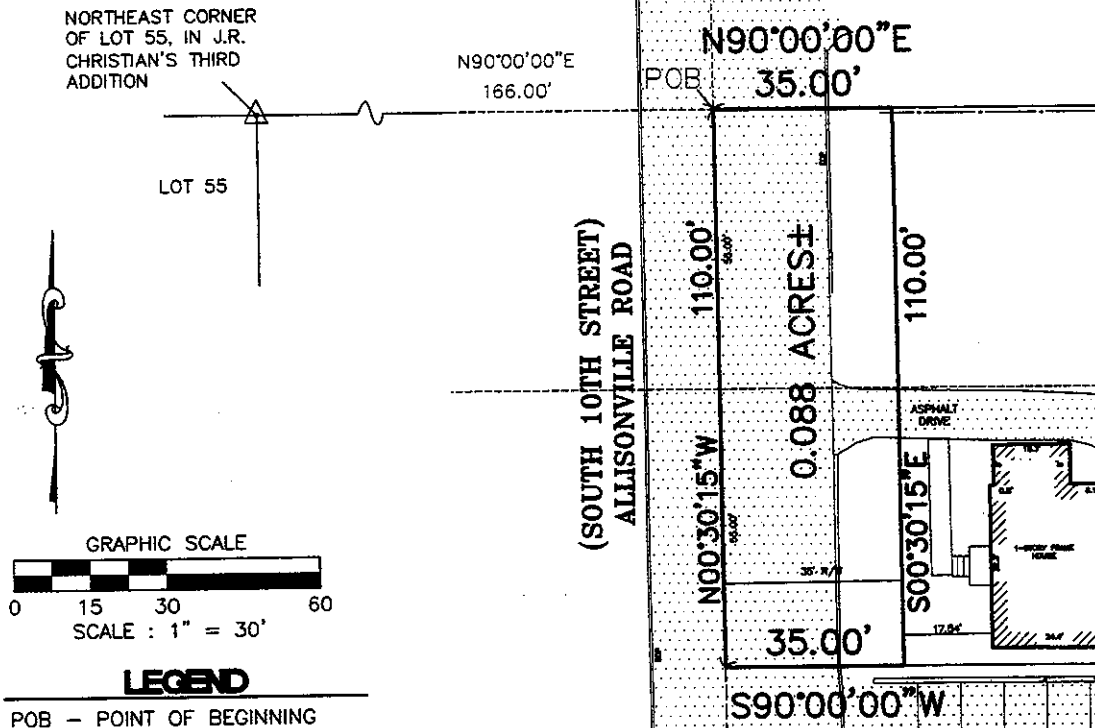
### **Description of Real Estate**

Part of the Southwest Quarter of the Southwest Quarter Section 6, Township 18 North Range 5 East, in Hamilton County Indiana, being described as follows:

Commencing at the northeast corner of Lot 55 in J.R. Christian's Third Addition to the City of Noblesville, Hamilton County, Indiana; thence on the eastwardly extension of the north line of said Lot 55 North 90 degrees 00 minutes 00 seconds East (assumed bearing) 166.00 feet to the northwest corner of the tract of real estate described in Instrument No. 2009-51252 and Point of Beginning of this description; thence continuing North 90 degrees 00 minutes 00 seconds East 35.00 feet; thence South 00 degrees 30 minutes 15 seconds East 110.00 feet to the South line of the said tract of real estate; thence on said south line South 90 degrees 00 minutes 00 seconds west 35.00 feet to the west line of said tract of real estate; thence on said west line North 00 degrees 30 minutes 15 seconds West 110.00 feet to the Point of Beginning, containing 0.088 acres, more or less.

# RIGHT OF WAY EXHIBIT

PART OF THE S.W. QUARTER, SECTION 6, TOWNSHIP 18 NORTH, RANGE 5 EAST  
NOBLESVILLE TOWNSHIP, HAMILTON COUNTY, INDIANA



**LEGEND**  
POB - POINT OF BEGINNING

## LAND DESCRIPTION

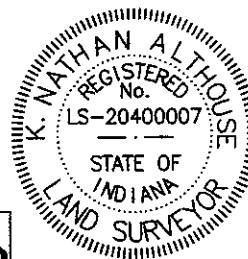
### DESCRIPTION OF REAL ESTATE

PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SIX (6), TOWNSHIP 18 NORTH, RANGE 5 EAST, IN HAMILTON COUNTY INDIANA, BEING DESCRIBED AS FOLLOWS:



COMMENCING AT THE NORTHEAST CORNER OF LOT 55, IN J.R. CHRISTIAN'S THIRD ADDITION TO THE CITY OF NOBLESVILLE, HAMILTON COUNTY, INDIANA; THENCE ON THE EASTWARDLY EXTENSION OF THE NORTH LINE OF SAID LOT 55 NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST (ASSUMED BEARING) 166.00 FEET TO THE NORTHWEST CORNER OF THE TRACT OF REAL ESTATE DESCRIBED IN INSTRUMENT No. 2009-51252 AND POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 35.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 15 SECONDS EAST 110.00 FEET TO THE SOUTH LINE OF THE SAID TRACT OF REAL ESTATE; THENCE ON SAID SOUTH LINE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 35.00 FEET TO THE WEST LINE OF SAID TRACT OF REAL ESTATE; THENCE ON SAID WEST LINE NORTH 00 DEGREES 30 MINUTES 15 SECONDS WEST 110.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.088 ACRES, MORE OR LESS.

"THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY OR A SURVEYOR LOCATION REPORT"

*K. Nathan Althouse*  
R.L.S. LS20400007



"THE WITHIN LAND DESCRIPTION AND/OR EXHIBIT DRAWING WAS PREPARED BASED UPON RECORD INFORMATION AND/OR PRIOR SURVEYS OF THE PARENT TRACT. NO FIELD SURVEY WAS PERFORMED AND NO MONUMENTS WERE SET WITH THIS WORK. THIS LAND DESCRIPTION IS SUBJECT TO CHANGE BASED UPON A REVIEW OF A CURRENT BOUNDARY SURVEY OF THE PREMISES."

 <b>MILLER SURVEYING INC.</b> 948 CONNER STREET NOBLESVILLE INDIANA 46060 PH. # (317) 773-2644 FAX 773-2694				
LOCATION: PART OF THE S.W. QUARTER SECTION 6, T18N, R5E NOBLESVILLE TWP., HAMILTON COUNTY, INDIANA		DRAWN BY: KNA SCALE: 1" = 10'	CHK'D BY: KNA FIELD BOOK: 562	
FIELD WORK COMPLETED: 2/01/2010		DATE: 2/4/2010	PAGE: 20	
CLIENT: LARRY NEWMAN		JOB NUMBER	SURVEY & FILE:	
DESCRIPTION: R/W EXHIBIT		B32934	20 ACORN	

**Donation and Acknowledgement/Waiver  
Of Right to Receive Just Compensation**

Address: 1326 South 10<sup>th</sup> St.  
Parcel: 11-11-06-03-13-025.000  
11-11-06-03-13-026.000

(I) ,(We) desire to donate the right of way (land and/or rights therein) and waive the right to receive just compensation as owner(s) of real estate needed for the above referenced project and acknowledge that we have been informed of the right to receive just compensation based upon an approved appraisal. This donation to the City of is made without coercive action of any nature.

\_\_\_\_\_(Seal)\_\_\_\_\_(Seal)  
Signature Signature

\_\_\_\_\_  
Printed Name Printed Name

\_\_\_\_\_(Seal)\_\_\_\_\_(Seal)  
Signature Signature

\_\_\_\_\_  
Printed Name Printed Name

STATE OF \_\_\_\_\_:

SS:

COUNTY OF \_\_\_\_\_:

Before me, a Notary Public in and for said State and County, personally appeared \_\_\_\_\_

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Printed Name

My Commission expires \_\_\_\_\_

I am a resident of \_\_\_\_\_ County.



**BOARD OF PUBLIC WORKS AND SAFETY  
CITY OF NOBLESVILLE**

**DATE:** JUNE 29, 2010

**PREVIOUSLY DISCUSSED ITEMS** \_\_\_\_\_

**NEW ITEMS FOR DISCUSSION** XXX

**MISCELLANEOUS** \_\_\_\_\_

**ITEM#** 8

**SOURCE:**

**DOCUMENTS PREPARED BY:** STEVE HUNTLEY

**VERBAL:** \_\_\_\_\_

**INFORMATION ATTACHED:** XXX

**NO PAPERWORK AT TIME OF PACKETS:** \_\_\_\_\_

# Memorandum

Date: 6/24/10  
To: Board of Public Works and Safety  
From: Steve Huntley  
RE: Encroachment of a deck into a drainage easement, 11941 Babbling Brook Road

---

The homeowner at 11941 Babbling Brook Road has requested the ability to encroach upon a drainage easement at the rear of their property. The homeowner would like to build a deck on the rear of his home that has a setback from the rear property line of 10 feet. Based upon the proposal before you, the proposed structure would encroach 5 feet into a platted easement.

There is currently a 15 foot drainage easement that runs along the southern property line, as well as a 15 foot drainage, utility, and sewer easement along the western property line. There is a yard inlet on the western side of the property, and the flow line shown on the drawings submitted is only 3 feet from the portion of the easement closest to the home. That inlet structure receives water from the swale that runs across the rear of this property from the four properties to the northeast of this lot. The water would be flowing underneath the deck to reach the inlet structure.

The homeowner has submitted photographs of his house, as well as neighboring properties, to help provide justification for the granting of this request. The photographs provide a visual representation of what the deck will look like when installed. There are two photographs in particular that show specifically where the deck posts will be installed, approximately 2 feet into the easement.

There are two structures shown in these photographs that have structures that appear they may encroach upon this easement as well. Staff has done a quick check of our records to see if the property owners have applied for permits for these structures. There were no permits issued on either property except for the home itself.

The Engineering Department has been asked to provide a recommendation on this item. See the attached email for their comments regarding this item.

**Denise Aschleman**

---

**From:** Jim Hellmann  
**Sent:** Tuesday, June 15, 2010 5:29 PM  
**To:** Denise Aschleman  
**Cc:** Brian Gray; Timothy Stottlemeyer  
**Subject:** RE: Fence/Deck Permit Application - 11941 Babbling Brook Rd - Highlands at Stony Creek, Lot 38 (10N-08-0782)

Denise,  
Upon review of the permit application, 10N-08-0782, for the above stated which was provided to me today does not comply with conditions noted in the email below. Permit application shows proposed improvements within five (5) feet of the swale centerline. Also note that a swale under a structure (deck) is very problematic if maintenance is ever required by the homeowner or the homeowner's association.

Jim Hellmann, P.E. - Project Manager

—  
City of Noblesville - Department of Engineering  
16 S. 10th Street, STE 155  
Noblesville, IN 46060

—  
Ph: (317) 776-6330  
Fax: (317) 776-6322  
[www.cityofnoblesville.org/engineering](http://www.cityofnoblesville.org/engineering)

---

**From:** Jim Hellmann  
**Sent:** Friday, April 23, 2010 9:06 AM  
**To:** Denise Aschleman  
**Cc:** Brian Gray; Timothy Stottlemeyer  
**Subject:** Fence/Deck Permit Application - 11941 Babbling Brook Rd - Highlands at Stony Creek, Lot 38

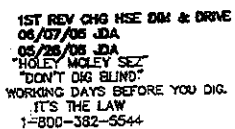
Denise,  
To summarize our discussion after reviewing above stated plot plan which indicated both a fence and deck within the flowline of swale on the property. The Engineering Department does not support permitting any structures, posts, landscaping, fence, deck, or other improvement which can impede flow within five feet (5') to either side of the centerline of drainage swale because of the negative drainage impact for that property and upstream properties dependent on the swale for positive drainage.

On this lot in particular, note that there are four upstream lots to the east that are dependent on this swale and the yard inlet located on the property.

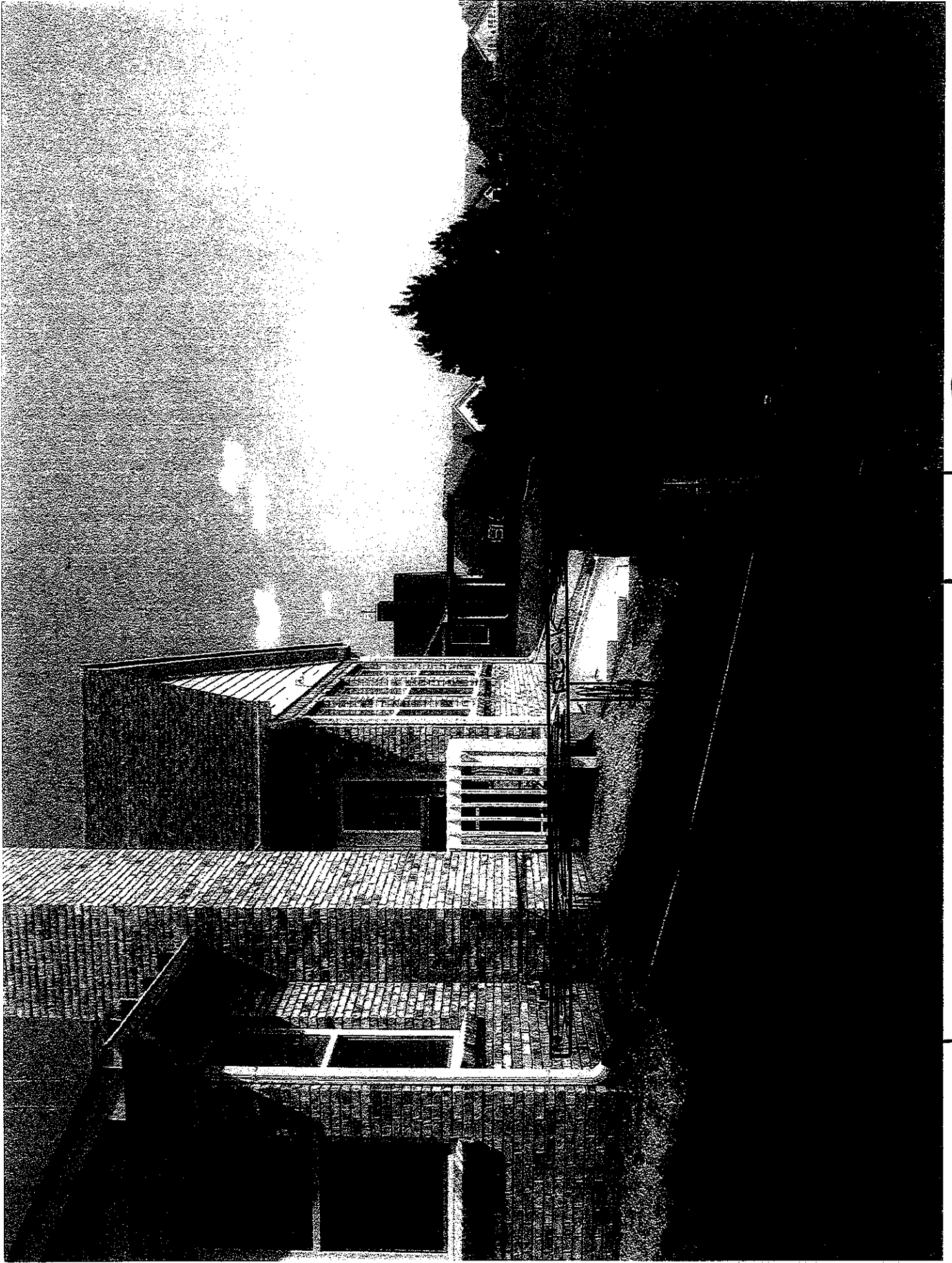
Jim Hellmann, P.E. - Project Manager

—  
City of Noblesville - Department of Engineering  
16 S. 10th Street, STE 155  
Noblesville, IN 46060

—  
Ph: (317) 776-6330  
Fax: (317) 776-6322  
[www.cityofnoblesville.org/engineering](http://www.cityofnoblesville.org/engineering)



A high-contrast, black and white photograph of a street scene. On the left, a multi-story building with a flat roof and several windows is visible. A utility wire runs diagonally across the frame. The right side of the image is dominated by a large, dark, textured area, possibly a wall or a large shadow, which obscures much of the background. The overall image has a grainy, high-contrast quality.



DRAIN

2 FT

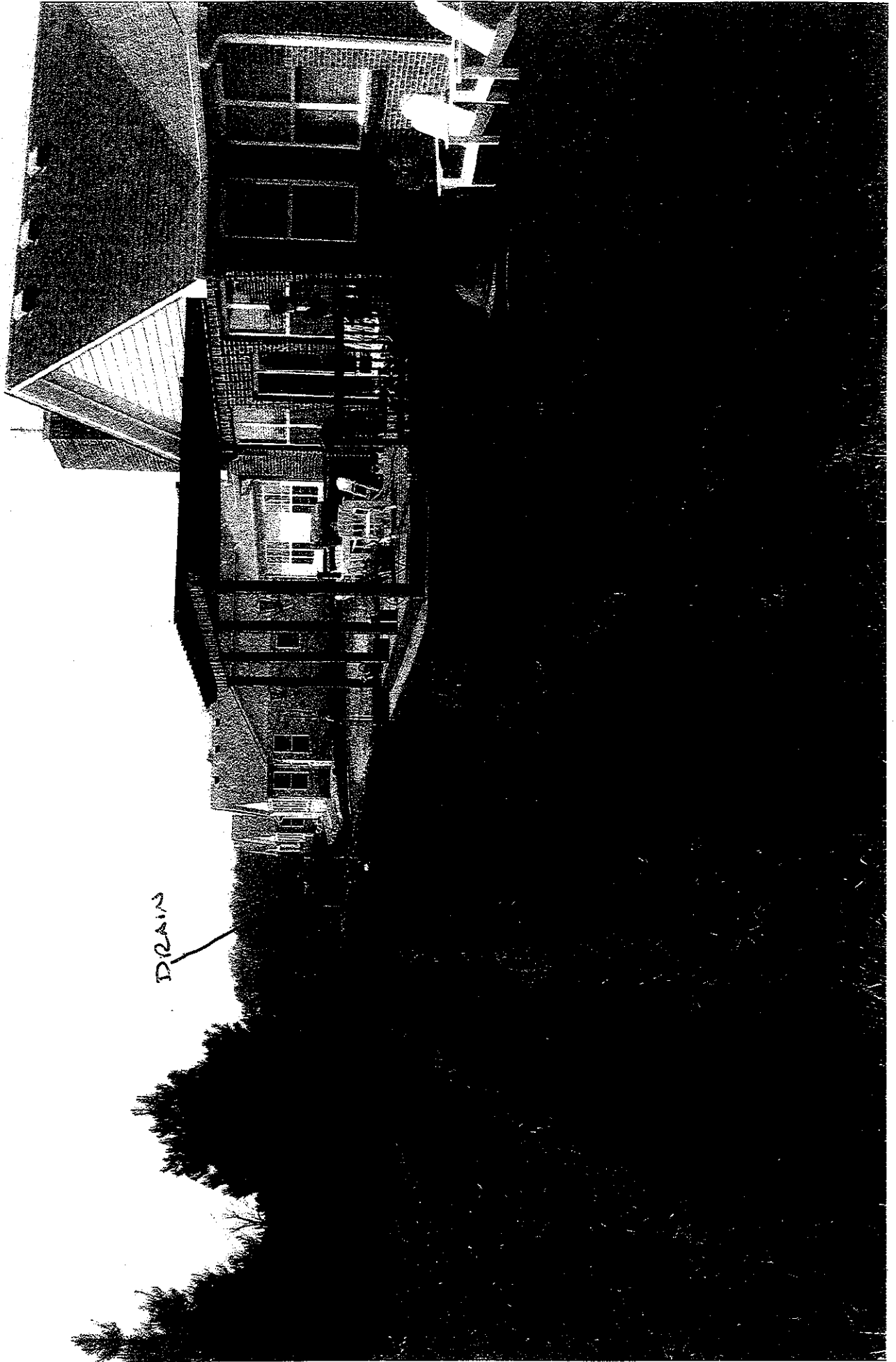
10 FT

DRAIN & 3 LOTS WHICH FLOOD DRAIN FROM OPPOSITE DIRECTION

BESTIVE  
DRAIN



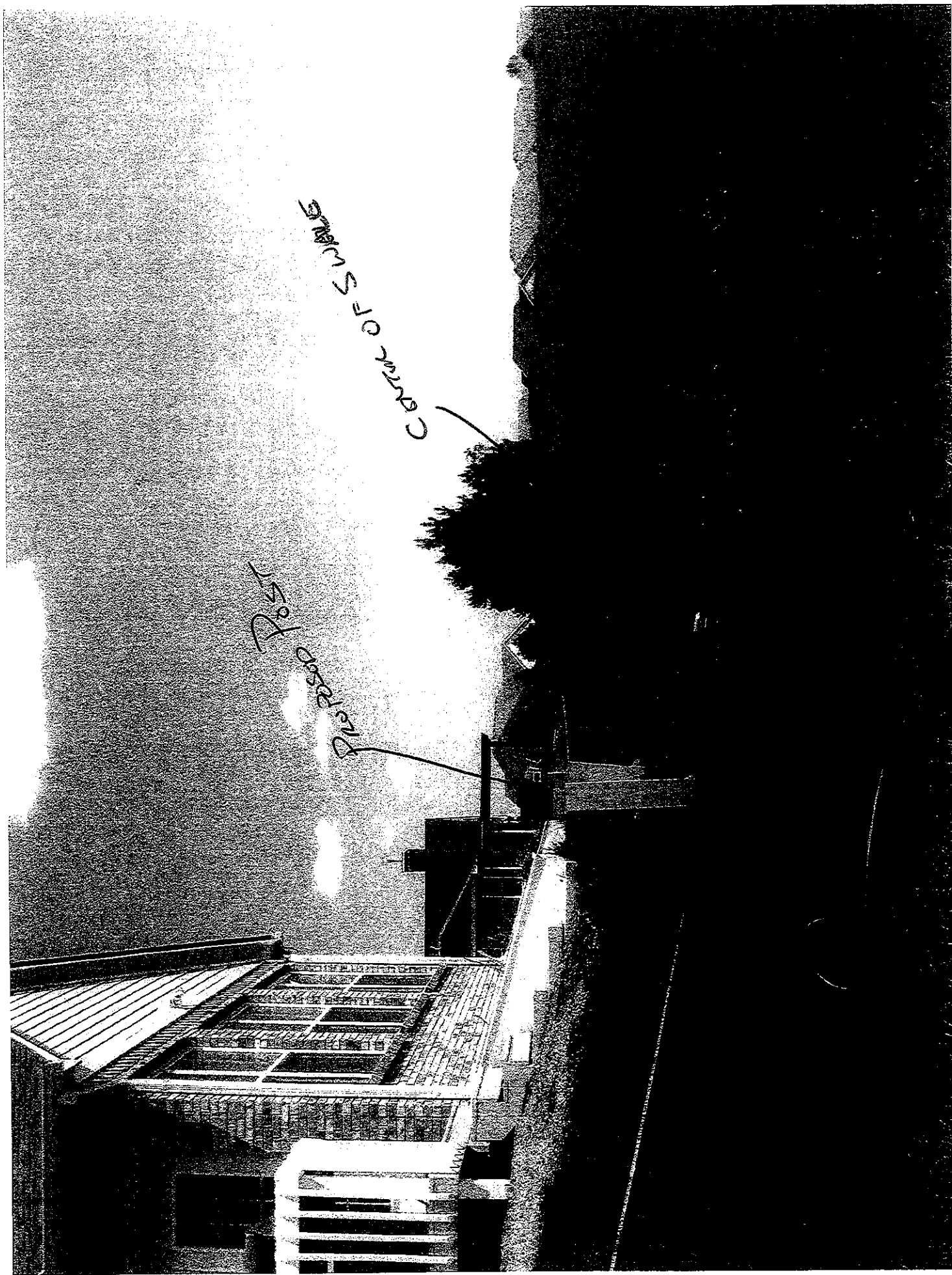
7 LOTS WHICH DRAIN ~~TO~~ (INCLUDING OUR LOT)  
LOTS 38-OURS, LOT 39 & LOT 40





3 ADJOINING LOTS WHICH DRAIN INTO OUR LOT





CANTON - 10-10-10

Post

Post

**BOARD OF PUBLIC WORKS AND SAFETY  
CITY OF NOBLESVILLE**

**DATE:** JUNE 29, 2010

**PREVIOUSLY DISCUSSED ITEMS** \_\_\_\_\_

**NEW ITEMS FOR DISCUSSION** XXX

**MISCELLANEOUS** \_\_\_\_\_

**ITEM#** 9

**SOURCE:**

**DOCUMENTS PREPARED BY:** STEVE HUNTLEY

**VERBAL:** \_\_\_\_\_

**INFORMATION ATTACHED:** XXX

**NO PAPERWORK AT TIME OF PACKETS:** \_\_\_\_\_

**Steve Huntley**

**From:** Wallace\_Ermi@tjx.com  
**Sent:** Tuesday, June 22, 2010 1:19 PM  
**To:** Steve Huntley  
**Subject:** RE: 5645 Bruce Blvd  
**Importance:** High

Steve,

From what I understand, the purpose of the easement is to allow access to the pond that is located off the rear left side of the property. The pond does not border my property and is approximately 150 feet from the rear left hand side of the property. The current placement of the 8 x 10 utility shed is 10.5 feet over the easement border on the far right rear corner of my property which still leaves approximately 25 feet total right of way through the back of both properties. This would include the 15 feet from the property that borders the rear of mine.

There is also an easement in between the left side of property. I believe it is approximately 25 feet as well (15 feet on my property and 10 feet on the property that borders it). This also allows access to the rear of the property as well as access to the pond. The access to the pond utilizing that easement would be 70 feet closer to the pond itself. There is also access to the pond from Hazel Dell Parkway and the common area as you would enter the housing plan. Both access from Hazel Dell Parkway and the common area as you come into the housing plan would access the pond from less than 60 feet which is much closer.

In closing, I would like to once again thank you for your help and guidance with the process of requesting the variance to allow the utility shed to remain in its current location.

Sincerely,

Wallace Ermi  
 District Manager  
 TJ Maxx District 1211  
 Cell 440-339-6410  
 Office 317-770-8130

"Steve Huntley" <Shuntley@noblesville.in.us>

To <Wallace\_Ermi@tjx.com>

06/22/2010 11:52 AM

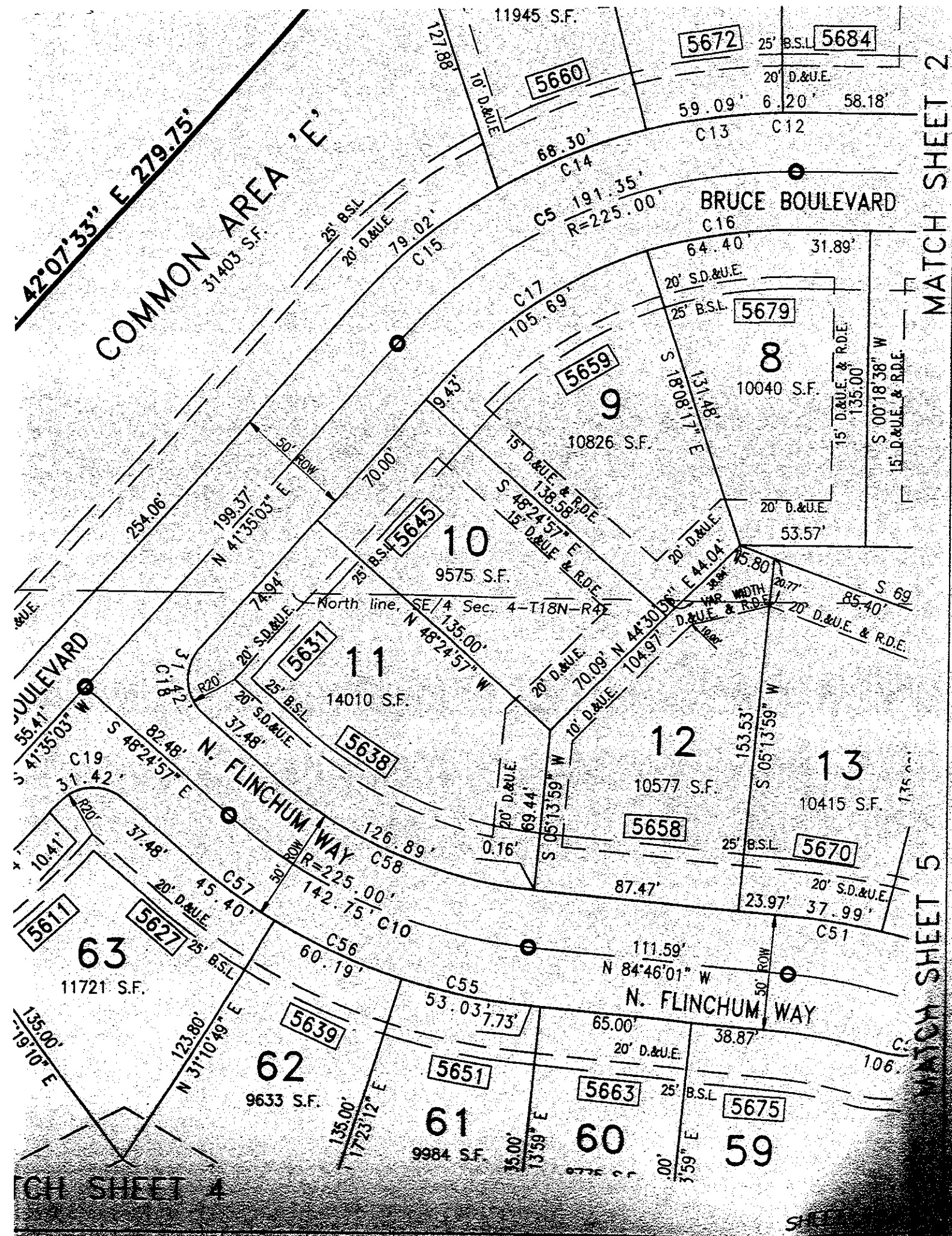
CC "John Beery" <JBeery@noblesville.in.us>, "Rod Dougan" <rdougan@noblesville.in.us>  
 Subject RE: 5645 Bruce Blvd

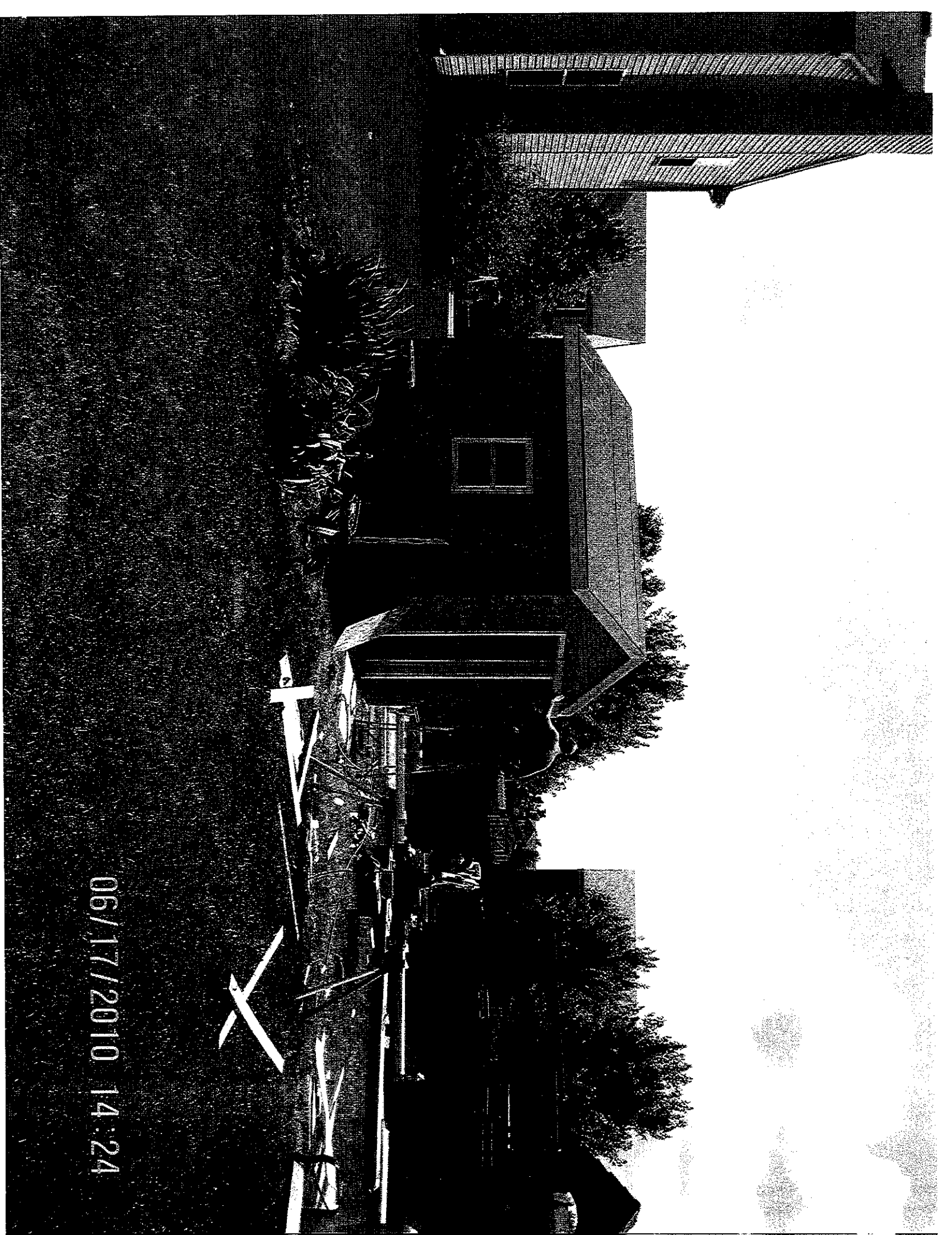
Wallace,

I will need a written explanation incorporating the justification as to why the request is needed. Email will work as a means to get information to me. You should plan on attending the meeting which starts at 9:00 am on the 28<sup>th</sup> here in City Hall in the Council Chambers.

Steven R. Huntley  
 Director of Planning

6/22/2010





06/17/2010 14:24

**BOARD OF PUBLIC WORKS AND SAFETY  
CITY OF NOBLESVILLE**

**DATE:** JUNE 29, 2010

**PREVIOUSLY DISCUSSED ITEMS** \_\_\_\_\_

**NEW ITEMS FOR DISCUSSION** XXX

**MISCELLANEOUS** \_\_\_\_\_

**ITEM#** 10

**SOURCE:**

**DOCUMENTS PREPARED BY:** STEVE HUNTLEY

**VERBAL:** \_\_\_\_\_

**INFORMATION ATTACHED:** XXX

**NO PAPERWORK AT TIME OF PACKETS:** \_\_\_\_\_

AGREEMENT BETWEEN NATIONAL RESEARCH CENTER, INC. AND \_\_\_\_\_

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_, 2010 by and between \_\_\_\_\_ hereinafter referred to as "The Client", and National Research Center, Inc., hereinafter referred to as 'Consultant,' WITNESSETH:

WHEREAS, the Client plans to undertake a survey of residents in \_\_\_\_\_, and;

WHEREAS, the Client desires to retain the services of the Consultant to conduct the project relative thereto and the planning and designing thereof as set forth in this agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Client hereby retains the Consultant for the project, to perform the services on the terms and conditions specified herein and the Consultant agrees so to serve. The parties agree that the Consultant shall be an independent contractor and shall not be an employee of the Client. The Consultant, as an independent contractor, is not entitled to workers' compensation benefits and unemployment insurance benefits, and the Consultant is obligated to pay federal and state income tax on any moneys earned pursuant to the contract relationship.
2. The budget and work plan are attached hereto as Exhibit A and made a part of this agreement. Consultant agrees to perform the work described in Exhibit A in compliance with all provisions of this agreement. Consultant represents that it has the requisite authority and capacity to perform all terms and conditions on Consultant's part to be performed hereunder.

Consultant adjusts its rates in response to the cost of doing business. On an annual basis, the rates for staff time are evaluated. Other rates, including postage, are increased by consultant as soon as they are increased by the vendor/supplier. Should a postage increase by the United States Postal Service occur during the project at such a point that project mailings are affected; the cost increase will be passed through directly to the client. The budget in Exhibit A presumes that the project activities will be completed xx[according to the timeline in xxExhibit A]/xx[within 180 days of the date this contract is signed]. The client will be notified immediately of any potential cost increase due to work that threatens to extend past that timeframe.

3. The work will begin and be completed in accordance with Exhibit A.
4. The Client agrees to pay Consultant for services rendered pursuant to this agreement the sums set forth in the manner set forth as follows, as adjusted to reflect the omission or addition of any of the tasks set forth therein. One initial payment of \$x,xxx.xx shall be made upon signing of the contract. Further payments shall be made upon billing by the Consultant, which billing shall occur not more frequently than twice per month, and which shall identify the



tasks performed for each task. Payment will be made to the Consultant within 30 calendar days.

5. The Client reserves the right to monitor and evaluate the progress and performance of the Consultant to ensure that the terms of this agreement are being satisfactorily met in accordance with the Client monitoring and evaluating criteria and standards. Consultant shall cooperate with the Client relating to such monitoring and evaluation.

6. Insurance Requirements

(a) Comprehensive General Liability, The Consultant shall procure and keep in force during the duration of this contract a policy of Comprehensive General Liability insurance insuring the Consultant against any liability for personal injury, bodily injury, or death arising out of the performance of services hereunder and against liability for property damage with a combined single limit of at least \$1,000,000.

(b) Comprehensive Automobile Liability, The Consultant shall procure and keep in force during the duration of this contract a policy of Comprehensive Automobile Liability insurance insuring the Consultant against any liability for personal injury, bodily injury, or death arising from the use of motor vehicles and shall cover operations on or off the site of all vehicles controlled by the Consultant whether they are owned, non-owned, or hired with a combined single limit of at least \$1,000,000.

Policies described in (a) and (b) above shall be for the mutual and joint benefit and protection of the Consultant and The Client.

(c) Other Insurance, The Consultant shall procure and keep in force during the term of the contract Workmen's Compensation and such other insurance as may be required by any law, ordinance or governmental regulation.

(d) Prior to commencement of work, the Consultant shall furnish to The Client certificates of insurance policies evidencing the required coverages if the Client so desires.

The Client reserves the right to approve variations in the above requirements upon request of Consultant if, in the Client's opinion, such variations do not substantially affect the Client's interests.

7. Indemnification, The Consultant hereby covenants and agrees to indemnify, defend, save, and hold the Client harmless from any and all liability, loss, costs, charges, obligations, expenses, attorneys' fees, litigation, judgments, damages, claims and demands of any kind whatsoever in connection with, arising out of Consultant's negligence or any material violation of the contract or of any law, ordinance or regulation by the Consultant, his agents, employees, servants, subcontractors, business invitees; or by reason of any injury or damage caused by Consultant's negligence occurring to any person

or persons whomever (including the Consultant, his agents, employees, servants, subcontractors or business invitees) or to property of any kind whatsoever and to whomever belonging (including the Consultant, his agents, employees, servants, subcontractor or business invitees).

8. This agreement may be terminated by either party upon five (5) days' written notice. In the event of termination by the Client, the Client shall be liable to pay to Consultant fees for services and expenses incurred to date of termination.
9. This agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, their successors and assigns.
10. Arbitration. All disputes and controversies of every kind and nature between the parties to this Agreement arising out of or in connection with this Agreement shall be submitted to arbitration pursuant to the following procedure:
  - (a) Either party desiring arbitration shall submit such demand in writing, which demand shall include the name of the arbitrator appointed by the party demanding arbitration, together with a statement of the matter in controversy.
  - (b) Within fifteen (15) days after such demand, the other party shall name an arbitrator, or in default of such naming, such arbitrator shall be named by the Arbitration Committee of the American Arbitration Association, and the two arbitrators so selected shall name a third arbitrator within fifteen (15) days, or in lieu of such agreement on a third arbitrator by the two arbitrators so appointed, a third arbitrator shall be appointed by the Arbitration Committee of the American Arbitration Association.
  - (c) The arbitrators may award to the successful party in the arbitration a reasonable sum for the successful party's attorney's fees, together with the costs of the arbitration.
  - (d) The arbitration hearing shall be held at the offices of NRC, 3005 30<sup>th</sup> Street, Boulder, Colorado, on thirty (30) days' notice to the parties.
  - (e) The arbitration rules and procedures of the American Arbitration Association shall be utilized in the arbitration hearing and the law of the evidence of the State of Colorado shall govern the presentation of evidence of such hearing.
  - (f) An award rendered by a majority of the arbitrators appointed under and pursuant to this Agreement shall be final and binding on all parties to the proceeding during the period of this Agreement, and judgment on such award may be entered by either party in the highest court, state or federal, having jurisdiction.

[xx]

Signature:

Print:

Date:

Title:

(State of xx)

(County of xx)

NATIONAL RESEARCH CENTER, INC

Signature:

Print: Thomas Miller

Date:

Title: President

(State of Colorado)

(County of Boulder)

# **Exhibit A**

**Scope of Work**

**Budget**

**BOARD OF PUBLIC WORKS AND SAFETY  
CITY OF NOBLESVILLE**

**DATE:** JUNE 29, 2010

**PREVIOUSLY DISCUSSED ITEMS** \_\_\_\_\_

**NEW ITEMS FOR DISCUSSION** XXX

**MISCELLANEOUS** \_\_\_\_\_

**ITEM#** 11

**SOURCE:**

**DOCUMENTS PREPARED BY:** STEVE HUNTLEY

**VERBAL:** \_\_\_\_\_

**INFORMATION ATTACHED:** XXX

**NO PAPERWORK AT TIME OF PACKETS:** \_\_\_\_\_

# **MEMORANDUM**

**TO: BOARD OF PUBLIC WORKS AND SAFETY**

**FROM: STEVE HUNTLEY**

**DATE: 29 June 2010**

**RE: Street Closure  
Sommerwood Block Party**

---

**Jason Venturi, 8757 Carnation Drive, requests the closure of Carnation Drive, Sommerwood Subdivision, July 3, 2010 between the hours of 3PM and 11PM for a neighborhood block party. Mr. Venturi has obtained signatures of all adjacent property owners affected by the closure. Planning recommends approval of this encroachment application.**

CITY OF NOBLESVILLE, INDIANA  
APPLICATION FOR ENCROACHMENT PERMIT  
STREET CLOSURE FOR BLOCK PARTY

City of Noblesville  
Planning Department  
16 South 10<sup>th</sup> Street Suite 150  
Noblesville, IN 46060  
317-776-6325  
Fax 317-776-4638

RECEIVED  
JUN 21 2010

NOBLESVILLE DEPARTMENT OF  
PLANNING AND DEVELOPMENT

Date of Application: June 21, 2010  
PERMIT NUMBER: 10N-37-0969

FEE: \$50.00

The permittee hereby requests permission to encroach on the following public right-of-way: street, sidewalk, alley, or other public place at the described location. Applicant shall submit one original application either in person, or by mail. No verbal transmissions will be accepted. Facsimile transmissions will be accepted only at the approval of the Street Commissioner or his representative. The approved permit is to be picked up personally by applicant. Call (317) 776-6325 if there are any questions concerning the above procedures or to purchase copies of Encroachment Standards Ordinance.

Name of Applicant (Permittee) Jason Ventura  
Street Address 8957 Carnation Dr. City, State & Zip Code Noblesville, IN 46060 Telephone 317 509 5195  
Street Addresses to Be Affected by Closure Carnation Dr.  
Noblesville IN 46060  
Street Address City, State & Zip Code  
Sub-Division Sommerwood

APPROVAL SIGNATURE OF AFFECTED PROPERTY OWNERS: - see attached

NAME	<u>Jason Ventura</u>	ADDRESS	<u>8957 Carnation Dr.</u>
NAME	<u>Chris Russell</u>	ADDRESS	<u>8973 Carnation Dr</u>
NAME	<u>Steve Pruitt</u>	ADDRESS	<u>8868 Carnation Dr</u>
NAME	<u>Mike Edmundowicz</u>	ADDRESS	<u>8886 Carnation Dr</u>
NAME	<u>Aaron Smith</u>	ADDRESS	<u>8976 Carnation Dr</u>
NAME	<u>Math Sullivan</u>	ADDRESS	<u>8976 Carnation Dr.</u>
	<u>Paul M. Johnson</u>	ADDRESS	<u>8989</u>

ATTACH ADDITIONAL PAGE(S) AS REQUIRED.

MUST INCLUDE SIGNATURE OF ALL ADJACENT PROPERTY OWNERS TO BE CONSIDERED FOR STREET CLOSURE.  
A \$50.00 CHECK MUST ACCOMPANY THE APPLICATION TO BE RECEIPTED UPON BOARD OF WORKS APPROVAL.

DATE OF EVENT July 3rd 2010 HOURS OF EVENT 3pm - 11pm

DATE OF BOARD OF PUBLIC WORKS AND SAFETY MEETING FOR CONSIDERATION \_\_\_\_\_

Signature of Applicant Jason Ven Title Home Owner Date June 21, 2010  
Printed Name Jason Ventura Phone Number for Contact 317-509 5195

*1 check in cash drawer*

# SOMMERWOOD JULY 3<sup>RD</sup> CELEBRATION

PRINT NAME

ADDRESS

SIGNATURE

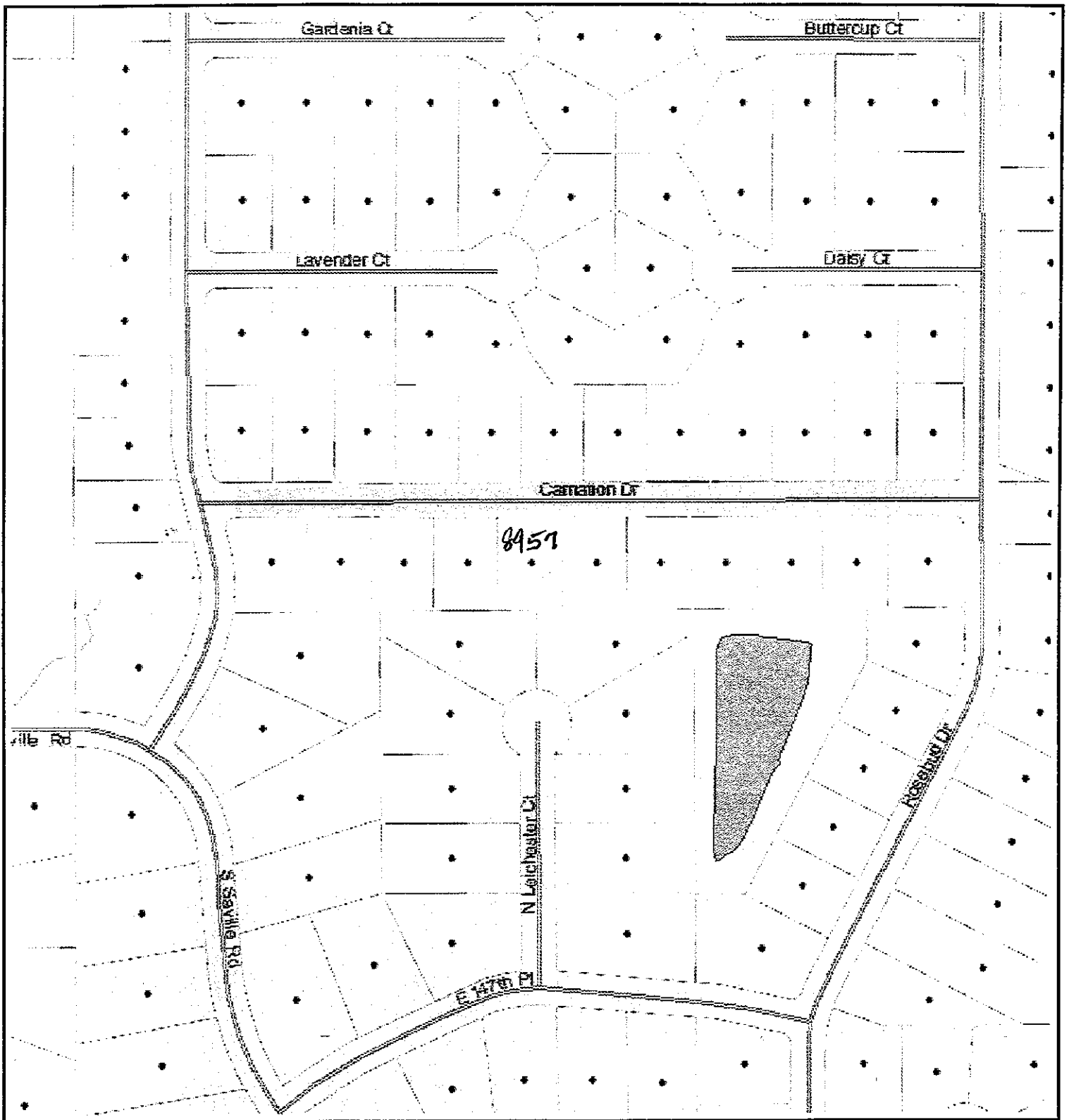
Jason Ventura	8957 Carnation Dr
Jeremy Dixon	8909 Carnation Dr
Tamara Corbett	8925 Carnation Dr
Daniel Hall	8941 Carnation Dr
Mike Edmondalicz	8886 Carnation Dr.
Carla Sullivan	8922 Carnation Dr
Steve Pruitt	8868 Carnation Dr
No Occupancy	8891 Carnation Dr.
No Occupancy	8940 Carnation Dr.
Don Domsich	8958 Carnation Dr.
Aaron Smith	8976 Carnation Dr.
Becky Hepker	8994 Carnation
Cynthia Richardson	9026 Carnation Dr.
Beth Coleman	9010 Carnation Dr.
Don Harmon	9042 Carnation Dr.
Frank McGehee	9053 Carnation Dr
Craig May	9037 Carnation Dr
Heather Graham	8989 Carnation Dr.
Chris Russell	8973 Carnation Dr

*[Handwritten signatures corresponding to the names in the table]*

RECEIVED  
JUN 22 2010

NOBLESVILLE DEPARTMENT OF  
PLANNING AND DEVELOPMENT





# Hamilton County

## This is My Map

Printed: Jun 22, 2010



0 300  
Feet

The information on this web site is provided and hosted by Hamilton County, Indiana. Continued use of this web site is conditional upon your explicit acceptance of the terms and conditions set forth in this disclaimer document. The data provided herein may be inaccurate and/or out of date. Any person or entity who relies on this data for any purpose whatsoever does so solely at their own risk. Neither Hamilton County Indiana nor its employees or officers warrant the accuracy, reliability, or timeliness of any of the data provided herein. This data is provided as is without warranty of any kind. Hamilton County may elect to discontinue this service without notice at any point in the future.

County of  
**Hamilton**  
Indiana  
[www.hamiltoncounty.in.gov](http://www.hamiltoncounty.in.gov)

**BOARD OF PUBLIC WORKS AND SAFETY  
CITY OF NOBLESVILLE**

**DATE:** JUNE 29, 2010

**PREVIOUSLY DISCUSSED ITEMS** \_\_\_\_\_

**NEW ITEMS FOR DISCUSSION** XXX

**MISCELLANEOUS** \_\_\_\_\_

**ITEM#** 12, 13, 14, 15, 16

**SOURCE:**

**DOCUMENTS PREPARED BY:** JIM HELLMANN

**VERBAL:** \_\_\_\_\_

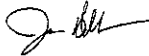
**INFORMATION ATTACHED:** XXX

**NO PAPERWORK AT TIME OF PACKETS:** \_\_\_\_\_

# Memo

**To:** Board of Public Works & Safety

**From:** Jim Hellmann



**Date:** June 24, 2010

**Re:** Permission to Advertise for Bids – Multiple Projects

---

## Information

I am requesting your permission to publish the Advertisement for Bid for the projects noted below:

Union Chapel Road Phase 3-4, EN-131-20

I anticipate a bid opening of 7/27/2010. Phase 3 will construct Union Chapel Road from Town/Country Blvd to SR32/38. Includes a grade separated crossing which is per the City's trail masterplan. Phase 4 will improve SR32/38 from just west of Union Chapel Road to just east of Promise Road. Both phases will bid as one project.

Union Chapel Road Phase 5, EN-154-05

I anticipate a bid opening of 8/10/2010. Project will extend Union Chapel Road south of Greenfield Avenue and tie into Promise Road approximately 2,000 feet south of Greenfield Avenue.

Little Chicago Road Phase 2, EN-106-04

I anticipate a bid opening of 8/24/2010. Project will improve Little Chicago Road from 191<sup>st</sup> Street to INDOT's SR38 and Little Chicago Road intersection project. Project will also extend sanitary sewer north of 191<sup>st</sup> Street along the west side of Little Chicago Road.

2010 CDGB (FY2009), EN-161-02

I anticipate a bid opening of 7/29/2010. Project will reconstruct 88 curb ramps to meet current ADA standards.

West Haven Inter-Urban Trail, EN-162-02

I anticipate a bid opening of 8/10/2010. Project will construct a multi-use trail just west of Hazel Dell Road in West Haven subdivision.

In advance, I greatly appreciate your consideration of these requests.

**BOARD OF PUBLIC WORKS AND SAFETY  
CITY OF NOBLESVILLE**

**DATE:** JUNE 29, 2010

**PREVIOUSLY DISCUSSED ITEMS** \_\_\_\_\_

**NEW ITEMS FOR DISCUSSION** XXX

**MISCELLANEOUS** \_\_\_\_\_

**ITEM#** 17

**SOURCE:**

**DOCUMENTS PREPARED BY:** BRIAN GRAY

**VERBAL:** \_\_\_\_\_

**INFORMATION ATTACHED:** XXX

**NO PAPERWORK AT TIME OF PACKETS:** \_\_\_\_\_

# Memo

**To:** Board of Public Works & Safety

**From:** Brian Gray 

**Date:** June 24, 2010

**Re:** Carrigan Road Pedestrian Bridge (EN-150)

Closure of Carrigan Road between Edgewater Drive and Clarendon Drive

---

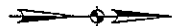
## Information

The Carrigan Road Pedestrian Bridge project has been awarded by INDOT. Because the existing bridge cannot handle the size and weight of the required crane, a road closure will be necessary. To minimize the impact to morning and evening rush hour, the closure will only be allowed from 9:00 AM – 2:30 PM daily. This will be for business days only and weekends are to remain open. Speaking with the contractor, the expected closures will occur throughout the first 90 days of the project. This time may be extended or reduced based on weather conditions and construction progress. It is the intention of the contractor to complete this work as quickly as possible to both benefit the city and their contract obligations.

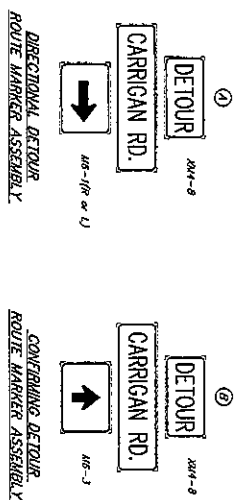
Email notice will be sent to public agencies (911/Police/Fire) informing them of the actual start of the closure. In addition, a press release will be published with this information for the residents. Access will be maintained to all homes and business throughout the duration.

Enclosed is the approved INDOT detour route exhibit with the closure area and designated detour routes to be signed. The signs will remain covered until notification is published by the city and the contractor is ready to proceed. The advanced warning signs will be in place at least 7 days prior to the closure.




I thank you in advance for your consideration in this matter. Please contact me if you have any additional questions.



- 1.) Place "Corrigan Rd. Closed on or After" Signs at all Detour Ahead.
- 2.) Establish Detour Route and Close Corrigan Road.
- 3.) Monitor Ingress and Egress to all Properties at all Times.

[illegible]

CARRIGAN ROAD DETOUR

 <b>B&amp;S</b> ENGINEERING & SURVEYING 1000 N. 10th St., Suite 200 Indianapolis, IN 46202 Phone: (317) 634-1100 Fax: (317) 634-1101 Telex: 154331 B&S-1		RECEIVED FOR APPROVAL: <i>Walt</i> DESIGN ENGINEER: <i>Walt</i> DATE: <i>8/21/05</i>	
		DESIGNED: <i>Walt</i> DMC CHECKED: <i>Walt</i> DMC	
		DESIGNED: <i>Walt</i> DMC CHECKED: <i>Walt</i> DMC	
DEPARTMENT OF TRANSPORTATION INDIANA DETOUR ROUTE			
HORIZONTAL SCALE 1" = 40'		VERTICAL SCALE 1" = 10'	
SURVEY BOOK 319		SHEET 01 OF 01	
CONTRACT 4-3-000		PROJECT 001109	

**BOARD OF PUBLIC WORKS AND SAFETY  
CITY OF NOBLESVILLE**

**DATE:** JUNE 29, 2010

**PREVIOUSLY DISCUSSED ITEMS** \_\_\_\_\_

**NEW ITEMS FOR DISCUSSION** XXX

**MISCELLANEOUS** \_\_\_\_\_

**ITEM#** 18

**SOURCE:**

**DOCUMENTS PREPARED BY:** BRIAN GRAY

**VERBAL:** \_\_\_\_\_

**INFORMATION ATTACHED:** XXX


**NO PAPERWORK AT TIME OF PACKETS:** \_\_\_\_\_



CITY OF NOBLESVILLE  
JOHN DITSLEAR, MAYOR

**MEMORANDUM**

To: Board of Public Works and Safety

From: Brian Gray, Assistant City Engineer 

Date: Saturday, June 24, 2006

Re: **MEADOWS OF SHELBORNE AT DEER PATH 9a**  
**Acceptance of Performance Sureties**

DEPARTMENT OF  
ENGINEERING

JOHN BEERY, P.E.,  
CITY ENGINEER

Staff respectively requests the following action from the Board of Public Works and Safety:

**Acceptance of the Meadows of Shelbourne at Deer Path Section 9A performance bonds associated with the ILP covering the sanitary sewer, storm sewer, street surface, stone and binder, curbs, street signs, monuments and lot corners, sidewalks, street trees and erosion control.**

The above referenced subdivision currently has no public improvements completed. As required by the Unified Development Code, the developer submitted the performance sureties. Upon completion and inspection of the required infrastructure, maintenance bonds for acceptance will be presented to the Board of Public Works and Safety. All as-built information will be supplied to the Noblesville Wastewater Utility for GIS compliance with the maintenance bond submittal.

It is the staff's recommendation that the above actions, for the above stated development, are appropriate and acceptable.

Enclosures





# APPLICATION FOR ACCEPTANCE OF PUBLIC INFRASTRUCTURE (Performance Bond)

## Project MEADOWS OF SHELBORNE AT DEER PATH 9a

### Active Performance Bond(s)

#### **PENDING**

Acceptance Date

Surety Number: 5037544

Surety Company: BOND SAFEGUARD INSURANCE COMPANY

Surety Amount: \$33,314.25

Bonded Company CENTEX HOMES

#### Bonded Item

#### Construction Cost

Erosion Control

\$30,285.68

Total Construction Cost: \$30,285.68

Bond Coverage: 110.0%

#### **PENDING**

Acceptance Date

Surety Number: 5037543

Surety Company: BOND SAFEGUARD INSURANCE COMPANY

Surety Amount: \$184,392.90

Bonded Company CENTEX HOMES

#### Bonded Item

#### Construction Cost

Base Asphalt

\$28,011.75

Base Asphalt, Off-Site

\$23,306.85

Binder Asphalt

\$38,025.00

Binder Asphalt, Off-Site

\$13,318.20

Stone

\$20,721.15

Stone, Off-Site

\$7,923.72

Surface Asphalt

\$15,843.75

Surface Asphalt, Off-Site

\$6,455.25

Trail, Common

\$13,859.64

Total Construction Cost: \$167,465.31

Bond Coverage: 110.1%

#### **PENDING**

Acceptance Date

Surety Number: 5037542

Surety Company: BOND SAFEGUARD INSURANCE COMPANY

Surety Amount: \$18,225.95

Bonded Company CENTEX HOMES

#### Bonded Item

#### Construction Cost

Curb

\$16,569.04

Total Construction Cost: \$16,569.04

Bond Coverage: 110.0%

#### **PENDING**

Acceptance Date

Surety Number: 5037540

Surety Company: BOND SAFEGUARD INSURANCE COMPANY

Surety Amount: \$151,954.30

Bonded Company CENTEX HOMES

#### Bonded Item

#### Construction Cost

Storm Sewer

\$137,813.00

Total Construction Cost: \$137,813.00

Bond Coverage: 110.3%

**PENDING**

Acceptance Date

Surety Number: 5037539Surety Company: BOND SAFEGUARD INSURANCE COMPANYSurety Amount: \$136,099.15Bonded Company CENTEX HOMESBonded ItemConstruction CostSanitary Sewer

\$123,726.50

Total Construction Cost: \$123,726.50

Bond Coverage: 110.0%

**PENDING**

Acceptance Date

Surety Number: 5037538Surety Company: BOND SAFEGUARD INSURANCE COMPANYSurety Amount: \$35,841.08Bonded Company CENTEX HOMESBonded ItemConstruction CostSidewalk, Lot

\$32,582.80

Total Construction Cost: \$32,582.80

Bond Coverage: 110.0%

**PENDING**

Acceptance Date

Surety Number: 5037537Surety Company: BOND SAFEGUARD INSURANCE COMPANYSurety Amount: \$660.00Bonded Company CENTEX HOMESBonded ItemConstruction CostMonumentation

\$600.00

Total Construction Cost: \$600.00

Bond Coverage: 110.0%

**PENDING**

Acceptance Date

Surety Number: 5037536Surety Company: BOND SAFEGUARD INSURANCE COMPANYSurety Amount: \$2,024.00Bonded Company CENTEX HOMESBonded ItemConstruction CostRegulatory Signs Installation

\$1,840.00

Total Construction Cost: \$1,840.00

Bond Coverage: 110.0%

**PENDING**

Acceptance Date

Surety Number: 5037535Surety Company: BOND SAFEGUARD INSURANCE COMPANYSurety Amount: \$10,692.00Bonded Company CENTEX HOMESBonded ItemConstruction CostStreet Trees

\$9,720.00

Total Construction Cost: \$9,720.00

Bond Coverage: 110.0%

**Bond Total: \$2,048,346.83**

**BOARD OF PUBLIC WORKS AND SAFETY  
CITY OF NOBLESVILLE**

**DATE:** JUNE 29, 2010

**PREVIOUSLY DISCUSSED ITEMS** \_\_\_\_\_

**NEW ITEMS FOR DISCUSSION** XXX

**MISCELLANEOUS** \_\_\_\_\_

**ITEM#** 19

**SOURCE:**


**DOCUMENTS PREPARED BY:** ANDREW RODEWALD

**VERBAL:** \_\_\_\_\_

**INFORMATION ATTACHED:** XXX

**NO PAPERWORK AT TIME OF PACKETS:** \_\_\_\_\_

# Memo

**To:** Board of Public Works & Safety  
**From:** Andrew Rodewald   
**Date:** June 23, 2010  
**Re:** 2009 Street Rehabilitation: Contract I  
Change Order #3 & 4 and Project Close-Out

---

## Information

All work as part of the 2009 Street Rehabilitation program has been completed to compliance with project drawings and specifications. Change Order #3 consists of additional work performed this spring in preparation for the Greenfield Avenue Stimulus project and totaled \$30,608.40. Change Order #4 is a variety of projects performed throughout the contract, including Greenfield Avenue (between SR 37 and 19<sup>th</sup> Street) resurfacing, Carrigan Road resurfacing, Cumberland Road concrete median caps, as well as some minor miscellaneous repairs done in conjunction with the overall project. While the overall contract value has increased, this additional work was able to be done because of reimbursements from Hamilton County and bonding agencies. A final change order in the amount of \$252,157.36 was realized due to differences between original plan and final construction quantities from a number of items.

In addition, E&B Paving has submitted all required paperwork for Project Closeout, including Warranty Letter and Waiver of Lien.

CONTRACT PRICE		
Date	Description	Price
3/24/2009	Base Contract	\$ 1,790,630.12
8/11/2009	Change Order #1	\$ 57,184.07
8/11/2009	Change Order #2	\$ 7,710.05
Pending	Change Order #3	\$ 30,608.40
Pending	Change Order #4	\$ 252,157.36
Total (Base + CO #1 thru #4)		\$ 2,138,290.00

I recommend the Board of Public Works and Safety approve Change Order #3 and 4 for a net increase of \$282,765.76, resulting in a new contract price of \$2,138,290.00 and Project Closeout and subsequent release of final retainage for 2009 Street Rehabilitation – Contract I.

Your consideration in this matter is appreciated.

**E&B PAVING, Inc***World-Class Solutions at a Local Level<sup>SM</sup>*

CHANGE ORDER NO. 3 Page 1 of 3

---

---

**ADDITIONAL WORK AUTHORIZATION**

To: CITY OF NOBLESVILLE Phone: \_\_\_\_\_ Date: 6/9/2010  
\_\_\_\_\_  
Fax: \_\_\_\_\_ Job No: 02092915  
\_\_\_\_\_  
Project: 2009 STREET REHAB  
\_\_\_\_\_  
Location: \_\_\_\_\_  
Attn: ANDREW RODEWALD City: \_\_\_\_\_

---

---

*The following quoted prices are for additional work that is not a part of our original contract scope of work:*  
DESCRIPTION: **GREENFIELD AVENUE PATCHING ABOVE & BEYOND STIMULUS QUANTITIES**  
**WORK COMPLETED IN CONJUNCTION WITH SRS-32765**

SRS-32765

ITEM # 7 HMA PATCHING, TYPE B \$ 106.00 PER TON

QUANTITY INSTALLED 240.6 TONS

<b>\$25,503.60</b>
--------------------

**ADDITIONAL CHARGE FOR THE ABOVE WORK IS:** \$ 25,503.60**Payment will be made as follows: PER CONTRACT**

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date: \_\_\_\_\_ Owner or Contractor Signature \_\_\_\_\_  
(Authorized Representative)

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at the above stated price.

**E & B Paving, Inc., Authorized Signature**  
AN EQUAL OPPORTUNITY EMPLOYERDate: 06/09/10**THIS IS ADDITIONAL WORK AUTHORIZATION NO. 16**

PHONE: 317.773.4132 • FAX: 317.773.4137

[www.ebpaving.com](http://www.ebpaving.com)

**E&B PAVING, Inc**World-Class Solutions at a Local Level<sup>SM</sup>

CHANGE ORDER NO. 3 Page 2 of 3

**ADDITIONAL WORK AUTHORIZATION**To: CITY OF NOBLESVILLE

Phone: \_\_\_\_\_

Date: 6/9/2010

Fax: \_\_\_\_\_

Job No: 02092915Project: 2009 STREET REHAB

Location: \_\_\_\_\_

Attn: ANDREW RODEWALD

City: \_\_\_\_\_

*The following quoted prices are for additional work that is not a part of our original contract scope of work:***DESCRIPTION: WRAP SHOULDERS WITH MILLINGS ON CARRIGAN ROAD****LABOR**

RICHARD BASHAM	OPERATOR	7.5 HRS	@	\$	47.56	\$	356.70
KEITH BOSTON	LABORER	7.5 HRS	@	\$	35.16	\$	263.70
RICK NEFF	COMBO	7.5 HRS	@	\$	42.95	\$	322.13
JAMES SCOTT	COMBO	7.5 HRS	@	\$	42.95	\$	322.13
MARK STEPHENS	FOREMAN	7.5 HRS	@	\$	47.36	\$	355.20
						\$	1,619.85

**EQUIPMENT**

FOREMANS TRUCK	7.5 HRS	@	\$	15.90	\$	119.25
MACK DUMP TRUCK	7.5 HRS	@	\$	40.73	\$	305.48
BLAW KNOX WIDENER	7.5 HRS	@	\$	133.25	\$	999.38
CASE BACKHOE	7.5 HRS	@	\$	67.38	\$	505.35
					\$	1,929.45

LABOR	\$ 1,619.85	@	20%	\$	323.97	\$	1,943.82
EQUIPMENT	\$ 1,929.45	@	12%	\$	231.53	\$	2,160.98
						\$	4,104.80

**ADDITIONAL CHARGE FOR THE ABOVE WORK IS:****\$ 4,104.80****Payment will be made as follows: PER CONTRACT**

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date: \_\_\_\_\_ Owner or Contractor Signature \_\_\_\_\_

(Authorized Representative)

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at the above stated price.

E &amp; B Paving, Inc., Authorized Signature

AN EQUAL OPPORTUNITY EMPLOYER

Date: 6/9/10**THIS IS ADDITIONAL WORK AUTHORIZATION NO. 15**

17042 Middletown Ave. • Noblesville, IN 46060

PHONE: 317.773.4132 FAX: 317.773.4137

www.ebpaving.com



**E&B PAVING, Inc**

*World-Class Solutions at a Local Level<sup>SM</sup>*

CHANGE ORDER NO. 3 Page 3 of 3

## ADDITIONAL WORK AUTHORIZATION

To: CITY OF NOBLESVILLE Phone: \_\_\_\_\_ Date: 6/9/2010  
\_\_\_\_\_  
Fax: \_\_\_\_\_ Job No: 02092915  
\_\_\_\_\_  
Project: 2009 STREET REHAB  
\_\_\_\_\_  
Location: \_\_\_\_\_  
Attn: ANDREW RODEWALD City: \_\_\_\_\_

*The following quoted prices are for additional work that is not a part of our original contract scope of work:*  
DESCRIPTION: **ADDITIONAL MOB FOR GRIDLOCK ON CARRIGAN ROAD**

**ADDITIONAL CHARGE FOR THE ABOVE WORK IS: \$ 1,000.00**

**Payment will be made as follows: PER CONTRACT**

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date: \_\_\_\_\_ Owner or Contractor Signature \_\_\_\_\_  
(Authorized Representative)

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at the above stated price.

**E & B Paving, Inc., Authorized Signature**  Date: 06/09/10

AN EQUAL OPPORTUNITY EMPLOYER

**THIS IS ADDITIONAL WORK AUTHORIZATION NO. 17**

PHONE: 317.773.4132 • FAX: 317.773.4137

[www.ebpaving.com](http://www.ebpaving.com)



**E&B PAVING, Inc**

World-Class Solutions at a Local Level<sup>SM</sup>

CHANGE ORDER NUMBER 4 Page 1 of 5

## ADDITIONAL WORK AUTHORIZATION

To: CITY OF NOBLESVILLE Phone: \_\_\_\_\_ Date: 6/23/2010  
\_\_\_\_\_  
Fax: \_\_\_\_\_ Job No: 02092915  
\_\_\_\_\_  
Project: 2009 STREET REHAB  
\_\_\_\_\_  
Location: \_\_\_\_\_  
Attn: ANDREW RODEWALD City: \_\_\_\_\_

*The following quoted prices are for additional work that is not a part of our original contract scope of work:*  
DESCRIPTION:

FINAL CLOSEOUT CHANGE ORDER FOR ADDITIONAL WORK PER CITY OF NOBLESVILLE REQUEST

**ADDITIONAL CHARGE FOR THE ABOVE WORK IS:** \$ 252,157.36

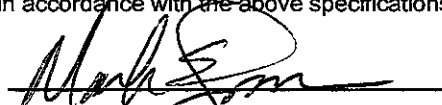
**Payment will be made as follows:** PER CONTRACT

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date: \_\_\_\_\_ Owner or Contractor Signature \_\_\_\_\_  
(Authorized Representative)

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at the above stated price.

**E & B Paving, Inc., Authorized Signature**



Date: 06/23/10

AN EQUAL OPPORTUNITY EMPLOYER

**THIS IS ADDITIONAL WORK AUTHORIZATION NO. 4**

PHONE: 317.773.4132 • FAX: 317.773.4137

[www.ebpaving.com](http://www.ebpaving.com)



**Progress Pay Estimate**

PROJECT: 2009 Street Rehabilitation

Contract No: EN-147-02

DATE: 5/31/2010

PROGRESS ESTIMATE NO.: 6

**CONTRACTOR:**

Company  
E & B Paving, Inc.  
Address  
17042 Middletown Ave  
City, State Zip  
Noblesville, IN 46060  
Ph#: (317) 773-4132  
Contact  
Mark Jones  
Title:  
Area Manager

**OWNER REPRESENTATIVE/PROJECT MANAGER**

City of Noblesville - Dept. of Engineering  
16 South 10th Street, Ste. 155  
Noblesville, IN 46060  
(317) 776-6330  
Andrew Rodewald, E.I.  
Project Manager

Item No.	Description	Total Estimated Quantity	Unit	Unit Price	Quantity Previous Estimates	Quantity This Estimate	Amount This Estimate	Quantity To Date	Amount To Date
<b>BASE BID</b>									
1	Maintenance of Traffic	1	LSUM	9,245.12	1.00		\$ -	1.00	\$ 9,245.12
2	Mobilization/Demobilization	1	LSUM	12,995.00	1.00		\$ -	1.00	\$ 12,995.00
3	Curb, Removal (undistributed)	785	LFT	9.00	1,331.00		\$ -	1,331.00	\$ 11,979.00
4	Curb, Concrete, Type I Roll, Construction (undistributed)	365	LFT	40.00	1,331.00		\$ -	1,331.00	\$ 53,240.00
5	Curb Ramp, Concrete, Remove and Replace	270	SYS	120.00	348.33		\$ -	348.33	\$ 41,799.60
6	Iron Casting for Curb Ramps, Truncated Domes, 2'x2'	48	EA	89.00	76.00		\$ -	76.00	\$ 6,764.00
7	Inlet/Catch Basin Rehab/Adjust To Grade	11	EA	420.00	9.00		\$ -	9.00	\$ 3,780.00
8	Milling, Approach (Butt Joint)	93	SYS	1.20	117.00		\$ -	117.00	\$ 140.40
9	Milling, Mainline, 1"	70,595	SYS	1.20	87,157.00		\$ -	87,157.00	\$ 104,588.40
10	Milling, Mainline, 1.25"	13,060	SYS	1.20	12,330.00		\$ 18,406.80	27,669.00	\$ 33,202.80
11	HMA Surface, 9.5mm, Type A	5,924	TON	60.00	6,044.00		\$ -	6,044.00	\$ 362,640.00
12	HMA Surface, 9.5mm, Type B	1,681	TON	55.00	1,637.94		\$ 69,373.15	2,899.27	\$ 159,459.85
13	HMA Intermediate, 9.5mm, Type B	767	TON	48.00	632.16		\$ -	632.16	\$ 30,343.68
14	HMA for Patching, 8" Depth (Undistributed)	615	TON	75.00	631.45		\$ 15,105.00	832.85	\$ 62,463.75
15	HMA for Wedge & Level	2,739	TON	38.00	1,150.76		\$ -	1,150.76	\$ 43,728.88
16	Compacted Aggregate	590	TON	18.00	359.88		\$ -	359.88	\$ 5,758.08
17	Casting, Adjust to Grade	50	EA	50.00	-		\$ -	-	\$ -
18	Line, Thermo, Solid Yellow, 4"	10,336	LFT	0.30	16,564.00		\$ 2,167.20	23,788.00	\$ 7,136.40
19	Line, Thermo, Solid White, 4"	7,499	LFT	0.30	6,338.00		\$ 2,085.60	13,290.00	\$ 3,997.00
20	Line, Thermo, Solid White, 6", Crosswalk	1,400	LFT	1.00	1,077.00		\$ -	1,077.00	\$ 1,077.00
21	Line, Thermo, Solid Yellow, 8", Gore	170	LFT	1.00	145.00		\$ -	145.00	\$ 145.00
22	Pvmt Msg Marking, Thermo, White, Only	17	EA	75.00	17.00		\$ -	17.00	\$ 1,275.00
23	Pvmt Msg Marking, Thermo, White, Arrow	18	EA	75.00	17.00		\$ -	17.00	\$ 1,275.00
24	Line, Thermo, White, 24", Stop Bar	244	LFT	3.50	296.00		\$ 147.00	338.00	\$ 1,183.00
25	Line, Paint, White, 4", Pkg Stall	160	LFT	1.00	91.00		\$ -	91.00	\$ 91.00
26	Detector Housing, Adjust to Grade (undistributed)	2	EA	150.00	-		\$ -	-	\$ -
27	Signal Loop, Replace (undistributed)	2	EA	500.00	-		\$ -	-	\$ -
<b>TOTAL</b>							\$ 107,284.75	\$	\$ 958,297.96
<b>ALTERNATE BID #1 - Mainline, 1" (Roll)</b>									
1	Maintenance of Traffic	1	LSUM	12,028.00	1.00		\$ -	1.00	\$ 12,028.00
2	Mobilization/Demobilization	1	LSUM	27,238.00	1.00		\$ -	1.00	\$ 27,238.00
3	Milling, Approach (Butt Joint)	87	SYS	2.50	-		\$ -	-	\$ -
4	Milling, Mainline, 1"	500	SYS	2.50	-		\$ -	-	\$ -

Item No.	Description	Total Estimated Quantity	Unit	Unit Price	Quantity Previous Estimates	Quantity This Estimate	Amount This Estimate	Quantity To Date	Amount To Date
5	HMA Surface, 9.5mm, Type B	980	TON	54.50	960.20	-	\$	960.20	\$ 52,330.90
6	HMA Surface, 9.5mm, Type C	4,848	TON	54.50	4,829.66	-	\$	4,829.66	\$ 263,216.47
7	HMA Intermediate, 19.0mm, Type B	1,405	TON	47.50	1,202.46	-	\$	1,202.46	\$ 57,116.85
8	HMA for Patching, 8" Depth (Undistributed)	261	TON	89.86	740.64	-	\$	740.64	\$ 66,553.91
9	HMA for Wedge and Level	980	TON	50.00	820.18	-	\$	820.18	\$ 41,009.00
10	Compacted Aggregate	1,188	TON	17.00	720.64	-	\$	720.64	\$ 12,250.88
11	Line, Thermo, Solid Yellow, 4"	29,285	LFT	0.30	15,016.00	-	\$	15,016.00	\$ 4,504.80
12	Line, Thermo, Solid White, 4"	19,255	LFT	0.30	16,424.00	-	\$	16,424.00	\$ 4,927.20
13	Line, Thermo, Broken White, 4"	3,584	LFT	0.30	3,613.00	-	\$	3,613.00	\$ 1,083.90
14	Line, Thermo, Dotted White, 4"	102	LFT	1.00	-	-	\$	-	\$ -
15	Line, Thermo, Dotted White, 12"	105	LFT	2.00	-	-	\$	-	\$ -
16	Transverse Mkg, Thermo, Solid Yellow, 6"	179	LFT	1.00	-	-	\$	-	\$ -
17	Transverse Mkg, Thermo, Cross Walk Line, 6"	1,451	LFT	1.00	404.00	-	\$	404.00	\$ 404.00
18	Transverse Mkg, Thermo, Stop Bar, 24"	182	LFT	3.50	223.00	-	\$	223.00	\$ 780.50
19	Transverse Mkg, Thermo, Solid Yellow, Cross Hatch, 24"	88	LFT	3.50	66.00	-	\$	66.00	\$ 231.00
20	Transverse Mkg, Thermo, "Shark's Teeth"	26	EA	18.00	-	-	\$	-	\$ -
21	Pvnt Msg Marking, Thermo, White, Only	10	EA	75.00	8.00	-	\$	8.00	\$ 600.00
22	Pvnt Msg Marking, Thermo, White, Arrow	20	EA	75.00	14.00	-	\$	14.00	\$ 1,050.00
23	Snowplowable RPMs, Two Way, White/Red	341	EA	16.00	341.00	-	\$	341.00	\$ 5,456.00
24	Snowplowable RPMs, Two Way, Blue/Blue	20	EA	16.00	21.00	-	\$	21.00	\$ 336.00
<b>TOTAL</b>							\$		\$ 551,117.41
<b>ALTERNATE B ID#22 Greenfield Avenue</b>									
1	Maintenance of Traffic	1	LSUM	450.00	1.00	-	\$	1.00	\$ 450.00
2	Mobilization/Demobilization	1	LSUM	1,900.00	1.00	-	\$	1.00	\$ 1,900.00
3	HMA Surface, 9.5mm, Type B	116	TON	80.53	-	-	\$	-	\$ -
4	HMA for Patching, 8" Depth (Undistributed)	611	TON	73.12	1,060.21	-	\$	1,060.21	\$ 77,522.56
5	Line, Thermo, Solid Yellow, 4"	24,000	LFT	0.30	-	-	\$	-	\$ -
6	Line, Thermo, Solid White, 4" (Undistributed)	600	LFT	1.00	3,908.00	-	\$	3,908.00	\$ 3,908.00
<b>TOTAL</b>							\$		\$ 83,780.56
<b>ALTERNATE B ID#3 South Harbour Drive</b>									
1	Maintenance of Traffic	1	LSUM	12,011.00	1.00	-	\$	1.00	\$ 12,011.00
2	Mobilization/Demobilization	1	LSUM	12,421.00	1.00	-	\$	1.00	\$ 12,421.00
3	Drive, Removal	387	SYS	14.00	397.00	-	\$	397.00	\$ 5,558.00
4	Drive, Construction, Concrete, 6"	387	SYS	46.00	397.00	-	\$	397.00	\$ 18,262.00
5	Curb, Removal	5,858	LFT	5.20	5,832.00	-	\$	5,832.00	\$ 30,326.40
6	Curb, Concrete, Type I Roll, Construction	5,858	LFT	12.50	5,832.00	-	\$	5,832.00	\$ 72,900.00
7	Curb Ramp, Concrete, Remove and Replace	42	SYS	125.00	70.00	-	\$	70.00	\$ 8,750.00
8	Iron Casting for Curb Ramps, Truncated Domes, 2'x2'	14	EA	89.00	24.00	-	\$	24.00	\$ 2,136.00
9	Inlet/Catch Basin Rehab/Adjust To Grade	10	EA	420.00	10.00	-	\$	10.00	\$ 4,200.00
10	Milling, Approach (Butt Joint)	490	SYS	2.50	-	-	\$	-	\$ -
11	Milling, Mainline, 1"	13,944	SYS	0.80	12,925.00	-	\$	12,925.00	\$ 10,340.00
12	HMA Surface, 9.5mm, Type A	1,031	TON	57.00	1,077.30	-	\$	1,077.30	\$ 61,406.10
13	HMA for Patching, 8" Depth (Undistributed)	61	TON	30.00	-	-	\$	-	\$ -
14	HMA for Wedge & Level	383	TON	30.00	20.00	-	\$	20.00	\$ 600.00
15	Line, Thermo, Solid Yellow, 4"	5,858	LFT	0.30	5,306.00	-	\$	5,306.00	\$ 1,591.80
16	Line, Thermo, Solid White, Crosswalk, 6"	110	LFT	1.00	-	-	\$	-	\$ -
17	Line, Thermo, Stop Bar, 24"	20	LFT	3.50	21.00	-	\$	21.00	\$ 73.50
<b>TOTAL</b>							\$		\$ 240,575.80

Item No.	Description	Total Estimated Quantity	Unit	Unit Price	Quantity Previous Estimates	Quantity This Estimate	Amount This Estimate	Quantity To Date	Amount To Date
<b>ALTERNATE BID #5: Monarch Springs</b>									
1	Maintenance of Traffic	1	LSUM	2,452.00	0.25		\$ -	0.25	\$ 613.00
2	Mobilization/Demobilization	1	LSUM	2,593.00	-		\$ -	-	\$ -
3	Curb, Remove (Undistributed)	189	LFT	11.50	-		\$ -	-	\$ -
4	Curb, Construction, Concrete, Roll Type (Undistributed)	189	LFT	23.25	-		\$ -	-	\$ -
5	Curb Ramp, Concrete, Remove and Replace	72	SYS	109.00	-		\$ -	-	\$ -
6	Iron Casting for Curb Ramps, Truncated Domes, 2'x2'	24	EA	89.00	-		\$ -	-	\$ -
7	Milling, Approach (Undistributed)	227	SYS	3.00	-		\$ -	-	\$ -
8	HMA Surface, 9.5mm, Type A	435	TON	60.00	-		\$ -	-	\$ -
9	HMA for Patching, 8" Depth (Undistributed)	35	TON	100.00	-		\$ -	-	\$ -
<b>TOTAL</b>						\$	\$		<b>613.00</b>
<b>ALTERNATE BID #6: Holloway Drive</b>									
1	Maintenance of Traffic	1	LSUM	1,782.69	1.00		\$ -	1.00	\$ 1,782.69
2	Mobilization/Demobilization	1	LSUM	1,848.00	1.00		\$ -	1.00	\$ 1,848.00
3	Curb, Removal (Undistributed)	40	LFT	9.00	60.00		\$ -	60.00	\$ 540.00
4	Curb, Concrete, Type I Roll, Construction (Undistributed)	40	LFT	38.00	60.00		\$ -	60.00	\$ 2,280.00
5	Curb Ramp, Concrete, Removal and Replacement	24	SYS	145.00	39.10		\$ -	39.10	\$ 5,669.50
6	Casting for Curb Ramps, Truncated Domes, 2'x2'	8	EA	89.00	8.00		\$ -	8.00	\$ 712.00
7	Milling, Mainline, 1"	4,203	SYS	1.10	4,290.00		\$ -	4,290.00	\$ 4,719.00
8	HMA Surface, 9.5mm, Type A	311	TON	57.50	280.89		\$ -	280.89	\$ 16,151.18
9	HMA for Patching, 8" Depth (Undistributed)	20	TON	35.00	-		\$ -	-	\$ -
10	HMA for Wedge & Level	116	TON	35.00	-		\$ -	-	\$ -
<b>TOTAL</b>						\$	\$		<b>33,702.37</b>
<b>CHANGE ORDERS</b>									
1	Message Boards	1	LSUM	5,460.00	1.00		\$ -	1.00	\$ 5,460.00
2	Profilograph	1	LSUM	1,727.96	1.00		\$ -	1.00	\$ 1,727.96
3	Milling	1	LSUM	30,462.21	1.00		\$ -	1.00	\$ 30,462.21
4	Wedge & Level	1	LSUM	8,103.76	1.00		\$ -	1.00	\$ 8,103.76
5	Casting Adjustments	1	LSUM	1,447.81	1.00		\$ -	1.00	\$ 1,447.81
6	Noble Crossing	1	LSUM	8,002.33	1.00		\$ -	1.00	\$ 8,002.33
7	Mowing	1	LSUM	1,980.00	2.00		\$ -	2.00	\$ 3,960.00
8	Brooks School Road Barrier Wall	1	LSUM	1,453.05	1.00		\$ -	1.00	\$ 1,453.05
9	14th & Morton	1	LSUM	2,223.08	1.00		\$ -	1.00	\$ 2,223.08
10	16th Street Castings	1	LSUM	4,033.92	1.00		\$ -	1.00	\$ 4,033.92
11							\$ -		\$ -
12	Noble Crossing Water Valve Repair	1	LSUM	431.23	1.00		\$ -	1.00	\$ 431.23
13	Sanitary Manhole Repair	1	LSUM	711.70	1.00		\$ -	1.00	\$ 711.70
14	169th Street Monument	1	LSUM	442.59	1.00		\$ -	1.00	\$ 442.59
15	CARRIGAN ROAD RAP SHOULDERS	1	LSUM	4,104.80		1	\$ 4,104.80	1.00	\$ 4,104.80
16	GREENFIELD AVENUE STIMULUS PATCHING	240.6	TONS	106.00		241	\$ 25,503.60	240.60	\$ 25,503.60
17	CARRIGAN ROAD STRIPING MOBILIZATION	1	LSUM	1,000.00		1	\$ 1,000.00	1.00	\$ 1,000.00
<b>TOTAL</b>						\$	\$		<b>99,068.04</b>
<b>CUMBERLAND ROAD MEDIANS</b>									
1	Maintenance of Traffic	1	LS	3,571.00	1.00		\$ -	1.00	\$ 3,571.00
2	Arrow Board	22	days	25.00	12.00		\$ -	12.00	\$ 300.00
3	Fill Sand	300	tons	8.60	106.56		\$ -	106.56	\$ 916.42
4	4" Median Cap	1,802	SYS	43.50	1,802.00		\$ -	1,802.00	\$ 78,387.00

Item No.	Description	Total Estimated Quantity	Unit	Unit Price	Quantity Previous Estimates	Quantity This Estimate	Amount This Estimate	Quantity To Date	Amount To Date
<b>TOTAL</b>									
<b>GREENFIELD AVENUE RESURFACING</b>									
11	Additional MOT for Greenfield Ave Resurfacing	1.00	LSUM	500.00	1.00		\$	1.00	\$ 500.00
12	Additional MOB for Milling Machine Greenfield Ave	1.00	LSUM	1,200.00	1.00		\$	1.00	\$ 1,200.00
13	Milling, Mainline, 1.25"	10,870.00	SYS	1.20	10,870.00		\$	10,870.00	\$ 13,044.00
14	HMA Surface, 9.5mm, Type B	880.38	TON	55.00	880.38		\$	880.38	\$ 48,420.90
15	HMA for Patching, 8" Depth (Undistributed)	4.16	TON	75.00	4.16		\$	4.16	\$ 312.00
16	Line, Thermo, Solid Yellow, 4"	11,042.00	LFT	0.30	11,042.00		\$	11,042.00	\$ 3,312.60
17	Line, Thermo, Solid White, 4"	11,094.00	LFT	0.30	11,094.00		\$	11,094.00	\$ 3,328.20
18	Line, Thermo, White, 24", Stop Bar	38.50	LFT	3.50	38.50		\$	38.50	\$ 134.75
<b>TOTAL</b>									
<b>ADDITIONAL CONCRETE RAMPS</b>									
	Curb, Removal (undistributed)	90.00	LFT	9.00	90.00		\$	90.00	\$ 810.00
	Curb, Concrete, Type I Roll, Construction (undistributed)	90.00	LFT	40.00	90.00		\$	90.00	\$ 3,600.00
	Curb Ramp, Concrete, Remove and Replace	94.50	SYS	120.00	94.50		\$	94.50	\$ 11,340.00
	Iron Casting for Curb Ramps, Truncated Domes, 2'x2'	22.00	EA	89.00	22.00		\$	22.00	\$ 1,958.00
<b>TOTAL</b>									
							<b>THIS ESTIMATE</b>	<b>TO DATE</b>	
							\$	\$	\$ 17,708.00

See Attached Application For Progress Pay Estimate For Retainage Values

\$ 2,138,290.00

\$ 137,893.15

Date	Description	Price
	<b>TOTAL</b>	<b>\$ 0.00</b>

**BOARD OF PUBLIC WORKS AND SAFETY  
CITY OF NOBLESVILLE**

**DATE:** JUNE 29, 2010

**PREVIOUSLY DISCUSSED ITEMS** \_\_\_\_\_

**NEW ITEMS FOR DISCUSSION** XXX

**MISCELLANEOUS** \_\_\_\_\_

**ITEM#** 20

**SOURCE:**

**DOCUMENTS PREPARED BY:** ANDREW RODEWALD

**VERBAL:** \_\_\_\_\_

**INFORMATION ATTACHED:** XXX

**NO PAPERWORK AT TIME OF PACKETS:** \_\_\_\_\_

# Memo

**To:** Board of Public Works & Safety  
**From:** Andrew Rodewald *AR*  
**Date:** June 23, 2010  
**Re:** 2009 Street Rehabilitation: Contract II  
Change Order #1 and Project Close-Out

---

## Information

All work as part of the 2009 Street Rehabilitation – Contract II has been completed to compliance with project drawings and specifications. Contract II consisted mainly of sidewalk work on North 9<sup>th</sup> Street. Change Order #1 consists of additional ADA ramp work that was added on Washington Street because of a combination of available funds and extremely low pricing. A final change order in the amount of \$12,655.00 was realized due to differences between original plan and final construction quantities from a number of items.

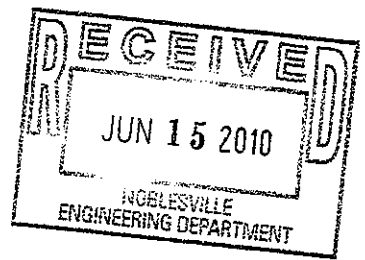
In addition, CC&T Construction has submitted all required paperwork for Project Closeout, including Warranty Letter and Waiver of Lien.

CONTRACT PRICE		
Date	Description	Price
10/15/2009	Base Contract	\$ 71,730.00
Pending	Change Order #1	\$ 12,655.00
Total (Base + CO #1)		\$ 84,385.00

I recommend the Board of Public Works and Safety approve Change Order #1 for a net increase of \$12,655, resulting in a new contract price of \$84,385.00 and Project Closeout and subsequent release of final retainage for 2009 Street Rehabilitation – Contract II.

Your consideration in this matter is appreciated.

CC&T CONSTRUCTION CO., INC.  
5051 Prospect Street  
Indianapolis, IN 46203



**CHANGE ORDER: #1-Final**

CONTRACT: 2009 Street Rehab – Contract II

DATE: June 6, 2010

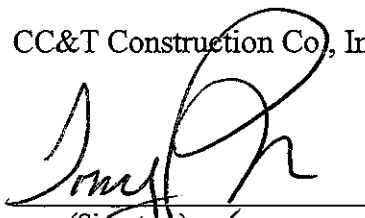
Change order to increase original contract amount.

Original Contract Amount:	\$71,730.00
Add per Change Order #1:	<u>12,655.00</u>
Revised Contract Amount:	\$84,385.00


TOTAL ADD FOR CHANGE ORDER #1: \$12,655.00

CHANGES ACCEPTED:

CC&T Construction Co., Inc.

  
(Signature)  
Tony Page, President

City of Noblesville – Dept. of Engineering

  
(Signature)  
Andrew Rodewald, E.I.

**BOARD OF PUBLIC WORKS AND SAFETY  
CITY OF NOBLESVILLE**

**DATE:** JUNE 29, 2010

**PREVIOUSLY DISCUSSED ITEMS** \_\_\_\_\_

**NEW ITEMS FOR DISCUSSION** XXX

**MISCELLANEOUS** \_\_\_\_\_

**ITEM#** 21

**SOURCE:**

**DOCUMENTS PREPARED BY:** ANDREW RODEWALD

**VERBAL:** \_\_\_\_\_

**INFORMATION ATTACHED:** XXX

**NO PAPERWORK AT TIME OF PACKETS:** \_\_\_\_\_



# Memo

**To:** Board of Public Works & Safety  
**From:** Andrew Rodewald *AR*  
**Date:** June 24, 2010  
**Re:** Reimbursable Agreement with Indiana American Water Company  
141<sup>st</sup> Street and Marilyn Road Project

---

## Information

As part of construction of the roundabout at 141<sup>st</sup> Street and Marilyn Road, it was deemed necessary to relocate a water main owned by Indiana American Water Company. This 16" line services the entire region to the east, including Hamilton Town Center. IAWC has already obtained construction bids for this project, thus the numbers provided by them are actual unit prices and not an estimate. Because this line was located in an exclusive easement, the City is responsible for approximately 90% of the costs incurred by this relocation.

**I recommend the Board of Public Works and Safety approve this Reimbursable Agreement with Indiana American Water Company in the amount of \$166,920.02.**

Your consideration in this matter is appreciated.

## AGREEMENT FOR WATER FACILITY RELOCATION

THIS AGREEMENT FOR WATER FACILITY RELOCATION (hereinafter referred to as "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2010, by and between **INDIANA-AMERICAN WATER COMPANY**, a corporation existing under and by virtue of the laws of the State of Indiana (hereinafter referred to as "**Company**"), and **City of Noblesville, Indiana**, a municipality existing under and by virtue of the laws of the State of Indiana (hereinafter referred to as "**City**").

WITNESSETH:

WHEREAS, The City contemplates the location, widening, construction, and/or improvement of 141<sup>st</sup> Street and Marilyn Road intersection, in accordance with certain plans titled 141<sup>st</sup> Street and Marilyn Road Improvements on file in the office of the CITY; and

WHEREAS, in order to construct the **City's Project**, it will be necessary to relocate certain of **Company's** public water facilities now located on COMPANY'S private easement and right-of-way along 141<sup>st</sup> Street, in the CITY, and

WHEREAS, **Company** is willing to accommodate the **City's** needs upon condition that the **City** accepts the provisions hereinafter specified and evidences such acceptance by execution hereof.

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. **Company** will furnish all labor, materials, and supervision necessary to relocate said water facilities of **Company** as shown on the plans marked Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Relocation").
2. Because existing **Company** facilities are in existing easement The **City** shall pay the entire actual cost of the Relocation (hereinafter referred to as the "Actual Cost"). The estimated cost of the Relocation is **\$183,465.18**, as set forth in Exhibit B attached hereto and made a part hereof (hereinafter referred to as the "Estimated Cost"). It is agreed that CITY'S obligation toward the cost of this relocation shall be **90.98%** of the actual costs thereof. CITY agrees that prior to commencement of the relocation contemplated herein and upon receipt of a statement of cost, it will, or it will direct its agent or assign to promptly pay COMPANY for **90.98%** of **\$183,465.18** the estimated cost of the relocation. The failure of any agent or assign of the CITY to promptly pay the

COMPANY shall not be a defense and shall not mitigate the duty of the CITY to pay the COMPANY in full. In the event the CITY's portion of the actual cost exceeds \$166,920.02, a supplement to this contract will be required for the additional charges. In the event the actual cost is less than \$166,920.02, the COMPANY will pay CITY the difference between \$166,920.02 and the actual cost.

3. If any substantial change is made in the original plan and extent of the COMPANY'S relocation, work on the additional relocation will not be performed until estimated costs have been approved by the CITY. Upon completion of this additional relocation work, CITY will reimburse COMPANY for actual costs.
4. The City agrees to furnish Company all necessary information regarding the Project in order to properly carry out the Relocation.
5. The City shall be responsible for all costs and expenses incurred in connection with the acquisition of all property rights and easements for the new facilities.
6. Upon completion of the Relocation, **Company** shall remove all leftover materials and debris resulting from the work and leave the right-of-way in a neat, workman-like condition, free of holes, mounds of dirt, or other objectionable material.
7. **Company** and **City** covenant and agree that they have complied with all applicable laws, statutes and regulations, and have the proper corporate authorization, necessary to enter into this Agreement.
8. This Agreement shall be binding upon and inure to the benefit and detriment of the successors and assigns of **Company** and **City**.
9. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Indiana.
10. This Agreement may be modified or amended only in a writing signed by both **Company** and **City**.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officials.

**INDIANA-AMERICAN WATER COMPANY**

\_\_\_\_\_, [Title]

ATTEST:

**CITY OF NOBLESVILLE, INDIANA**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_, Secretary

\_\_\_\_\_, [Title]

ATTEST:

**CITY OF NOBLESVILLE, INDIANA**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_, Secretary

\_\_\_\_\_, [Title]

**INDIANA-AMERICAN WATER COMPANY  
NOBLESVILLE OPERATIONS – WATER MAIN RELOCATION  
141st. Marilyn Rd.**

**CITY OF NOBLESVILLE PORTION**

ITEM	APPROXIMATE QUANTITY	UNIT	ITEM	COST
1	520	LF	16" D.I. CL 350 Water Main (OFCI)	\$ 20,025.20
2	260	LF	16" D.I. CL 350 TR Flex Restrained Water Main (OFCI)	\$ 13,171.60
3	7	LF	6" D.I. CL 250 Water Main (OFCI)	\$ 239.75
4	3	LF	16" Butterfly Valve (CFCI)	\$ 9,039.12
5	1	EA	6" Gate Valve (OFCI)	\$ 409.25
6	4	EA	Valve Box	\$ 393.48
7	1	EA	16"x 16" Tapping Saddle (CFCI)	\$ 2,145.86
8	1	EA	16" Mueller Tapping Valve (CFCI) Part # 160T236119LN 029019	\$ 4,248.67
9	1	EA	16" Hot Tap	\$ 3,625.96
10	1	EA	16" Line Stop	\$ 16,373.17
11	1	EA	New Fire Hydrant	\$ 438.18
12	2	EA	16" x 16" MJ Tee	\$ 3,404.00
13	1	EA	16" x 6" MJ Tee	\$ 1,195.18
14	12	EA	16" MJ 45 Bend	\$ 13,607.16
15	2	EA	16" MJ 22 Bend	\$ 2,236.26
16	2	EA	16" Solid Sleeve	\$ 1,934.72
17	1	EA	Temp. Flushing Hydrant (OFCI)	\$ 438.18
18	1	EA	16" x 6" MJ Tee (Temp. Hyd.)	\$ 1,195.18
19	1	EA	16" MJ Plug (Temp. Hyd.)	\$ 702.31
20	3	EA	Connect to Existing 16" Main	\$ 3,184.71
21	0	LF	Temp. Concrete Road Replacement	\$ -
22	1	EA	Reconnect Service line	\$ 1,500.00
23	35	LF	Granular Backfill	\$ 1,068.90
24	1	LS	Unload Owner Furnished Material	\$ 952.44
25	1	LS	Trench Mobilization Line Charge and Closeout (Maximum 5% of Bid)	\$ 2,162.86
26	780	LF	Topsoil & Seed	\$ 1,778.40
27	1	LS	Maintenance of Traffic	\$ 1,178.10
28			<b>RETIREMENTS</b>	
29	1	EA	Remove Existing Hydrant	\$ 224.43
30	3	EA	Cap Existing 16" Water Main	\$ 4,094.37
31	3	EA	Perm. Close Valve & Remove Valve Box	\$ 1,385.04
32			<b>ENGINEERING</b>	
33	1	EA	Survey	\$ 1,150.00
34	1	EA	Design Services	\$ 17,950.00
35	1	EA	Easement Preparation	\$ 750.00
36	1	EA	Inspection	\$ 18,000.00
37			<b>SUBTOTAL</b>	
38				\$ 150,202.48
39			<b>INAW COST</b>	
40	1	LS	Overhead	\$ 16,717.54
				\$ 166,920.02

**INDIANA-AMERICAN WATER COMPANY  
NOBLESVILLE OPERATIONS – WATER MAIN RELOCATION  
141st. Marilyn Rd.**

**INDIANA AMERICAN WATER COMPANY PORTION**

ITEM	APPROXIMATE QUANTITY	UNIT	ITEM	TOTAL PRICE
1	100	LF	16" D.I. CL 250 Water Main (OFCI)	\$ 3,851.00
2	0	LF	6" D.I. CL 250 Water Main (OFCI)	\$ -
3	0	LF	16" Butterfly Valve (CFCI)	\$ -
4	0	EA	6" Gate Valve (OFCI)	\$ -
5	0	EA	Valve Box	\$ -
6	0	EA	16"x 16" Tapping Saddle (CFCI)	\$ -
7	0	EA	16" Mueller Tapping Valve (CFCI) Part # 160T236119LN 029019	\$ -
8	0	EA	16" Hot Tap	\$ -
9	0	EA	16" Line Stop	\$ -
10	0	EA	New Fire Hydrant	\$ -
11	0	EA	16" x 16" MJ Tee	\$ -
12	0	EA	16" x 6" MJ Tee	\$ -
13	2	EA	16" MJ 45 Bend	\$ 2,267.86
14	0	EA	16" MJ 22 Bend	\$ -
15	1	EA	16" Solid Sleeve	\$ 967.36
16	0	EA	Temp. Flushing Hydrant (OFCI)	\$ -
17	0	EA	16" x 6" MJ Tee (Temp. Hyd.)	\$ -
18	0	EA	16" MJ Plug (Temp. Hyd.)	\$ -
19	1	EA	Connect to Existing 16" Main	\$ 1,061.57
20	45	LF	Temp. Concrete Road Replacement	\$ 1,215.45
21	45	LF	Granular Backfill	\$ 1,374.30
22	0.1	LS	Unload Owner Furnished Material	\$ 95.24
23	0.1	LS	Trench Mobilization Line Charge and Closeout (Maximum 5% of Bid)	\$ 216.29
24	0	LF	Topsoil & Seed	\$ -
25	0.5	LS	Maintenance of Traffic	\$ 589.05
26			<b>RETIREMENTS</b>	
27	0	EA	Remove Existing Hydrant	\$ -
28	0	EA	Cap Existing 16" Water Main	\$ -
29	0	EA	Perm. Close Valve & Remove Valve Box	\$ -
26			<b>ENGINEERING</b>	
27	1	EA	Survey	\$ 250.00
29	1	EA	Design Services	\$ 1,500.00
30	1	EA	Easement Preparation	\$ -
31	1	EA	Inspection	\$ 1,500.00
32			<b>SUBTOTAL</b>	
33				\$ 14,888.12
34			<b>INAW COST</b>	
35	1	LS	Overhead	\$ 1,657.05
				\$ 16,545.17

INAW Portion	\$	16,545.17	9.02%
City Portion	\$	166,920.02	90.98%
Total Project	\$	183,465.18	