

**RESOLUTION NO. RB-20-24**

**A RESOLUTION APPROVING THE UTILITY RELOCATION AGREEMENT WITH  
DUKE ENERGY FOR PLEASANT STREET PHASE II**

WHEREAS, the City of Noblesville, Indiana (the “City”) is completing an East-West Corridor Project known as the Pleasant Street Project (the “Project”);

WHEREAS, the Project includes both vehicular and pedestrian connectivity improvements along and near Pleasant Street;

WHEREAS, as part of the Project, the City has determined that certain utilities along the corridor are required to be relocated;

WHEREAS, to accomplish said relocation, the City has agreed to certain terms and conditions contained in a Utility Relocation Agreement, a copy of which is attached hereto as Exhibit 1 (“Agreement”).

WHEREAS, the Board, having reviewed the Agreement now finds that the terms of the Agreement should be (and hereby is) approved.

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

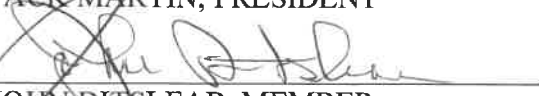
Section 1. The Agreement, in substantially final form attached hereto as Exhibit 1, is hereby approved and the City Engineer is hereby authorized to execute said Agreement on behalf of the City.

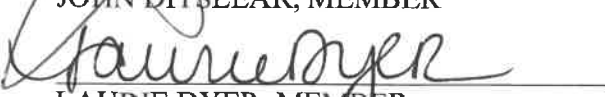
Section 2. The Mayor, the Deputy Mayor, the Controller and the Clerk of the City, and such other staff members, service providers and firms as they may direct are hereby authorized and directed to take any and all other actions on behalf of the City as may be necessary or appropriate to carry out the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

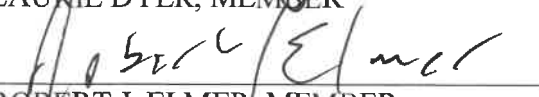
Section 3. This resolution shall be in full force and effect after its passage and execution as provided by law.

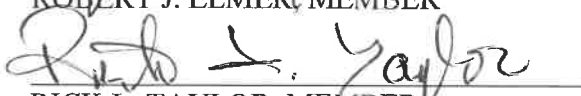
All of which is approved by the Board of Public Works and Safety of the City of Noblesville this  
23rd day of April 2024.

  
\_\_\_\_\_  
JACK MARTIN, PRESIDENT

  
\_\_\_\_\_  
JOHN DITSLEAR, MEMBER

  
\_\_\_\_\_  
LAURIE DYER, MEMBER

  
\_\_\_\_\_  
ROBERT J. ELMER, MEMBER

  
\_\_\_\_\_  
RICK L. TAYLOR, MEMBER

ATTEST:


  
\_\_\_\_\_  
EVELYN L. LEES, CLERK  
CITY OF NOBLESVILLE, INDIANA



EXHIBIT 1

Agreement

# **UTILITY REIMBURSEMENT AGREEMENT**

**City of Noblesville**

## **Pleasant Street Phase II**

***(Revised 5/23/19)***

**THIS AGREEMENT**, made and effective this 13th day of February, 2024, is by and between **Duke Energy Indiana, LLC**, an Indiana electric public utility corporation (hereinafter referred to as "DEI"), and the **City of Noblesville**, in Indiana (hereinafter referred to as "the Local Government").

### **WITNESSETH:**

**WHEREAS**, as an Indiana public utility, DEI has the right under Indiana law to construct, operate and maintain its utility facilities upon Indiana public road right of way including, but not limited to, **Pleasant Street** in the **City of Noblesville**, Indiana; and

**WHEREAS**, DEI has constructed and now operates and maintains certain electric line facilities upon and/or along **Pleasant Street**, all of which are more particularly depicted or described on the attached Exhibit "A" (hereinafter referred to as "the Utility Facilities"); and

**WHEREAS**, the Local Government needs to make certain improvements to or within **Pleasant Street**, and the Local Government and DEI have determined that the Utility Facilities will need to be relocated before this improvement can be made by the Local Government; and

**WHEREAS**, the Local Government or DEI has acquired, or the Local Government or DEI will acquire, either at the expense of the Local Government, a relocation area which is not on public road right of way (including written easement rights to the relocation area which are reasonably acceptable to DEI), which area DEI has determined is suitable and is hereinafter referred to as "said relocation area"; and

**WHEREAS**, the Local Government has requested DEI to relocate the Utility Facilities to said relocation area, as depicted or described on Exhibit "A," and

**WHEREAS**, DEI is willing to relocate the Utility Facilities to said relocation area; provided that the Local Government reimburses DEI for the costs incurred by DEI so to do; and

**WHEREAS**, the Local Government is willing to reimburse DEI for such costs subject to the terms and conditions contained herein.

**NOW, THEREFORE**, for and in consideration of the mutual promises from, to and between DEI and the Local Government, hereinafter contained, DEI and the Local Government do hereby agree to and with each other, as follows:

**SECTION I.** DEI will relocate the Utility Facilities to said relocation area, as depicted or described on Exhibit "A" (hereinafter referred to as "the Work"). The preliminary estimated cost thereof is **\$150,809.93** as shown on the attached Exhibit "B."

**SECTION II.** The Local Government shall reimburse DEI for the actual costs incurred by DEI to perform the Work within forty five (45) days after receiving a written, itemized statement from DEI. Said statement shall include supporting documentation to substantiate the claim. Such supporting documentation shall include, but shall not be limited to, copies of material summaries, vendor and/or contractor invoices and other such documents as may be deemed necessary by the Local Government to support such invoice. DEI shall have the right to submit such statements for progress payments as the Work proceeds.

**SECTION III.** DEI shall not start the Work until the following has occurred:

(a) written notice has been given to DEI by the Local Government that (i) the Work has been authorized and funds are available to reimburse DEI, and (ii) all necessary public road right of way has been acquired for the Work,

(b) the Local Government has denoted the public road right of way line in the area of the Work, by staked survey at not more than 100 foot intervals with station markings,

(c) the Local Government has trimmed/removed all vegetation away from the public road right of way in the area of the Work, as reasonably determined by DEI,

(d) the Local Government and DEI have executed this Agreement

**SECTION IV.** *(Intentionally omitted.)*

**SECTION V.** DEI shall not discriminate against any employee or applicant for employment, in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

**SECTION VI.** DEI shall indemnify and hold harmless the Local Government from and against any and all legal liabilities and other expenses, claims, costs, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property arising out of the Work (hereafter "Claim"); provided, however, that where the Local Government is negligent or engages in intentional misconduct with respect to the occurrence or occurrences giving rise to the Claim, DEI shall have no duty to indemnify and hold harmless the Local Government.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by through their duly authorized representatives, effective the date first above written.

**DUKE ENERGY INDIANA, LLC**



(Signature)

**Brynn Streeter**

( Name, Printed or Typed)

**Lead Engineering Technologist**

( Position)

**City of Noblesville**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

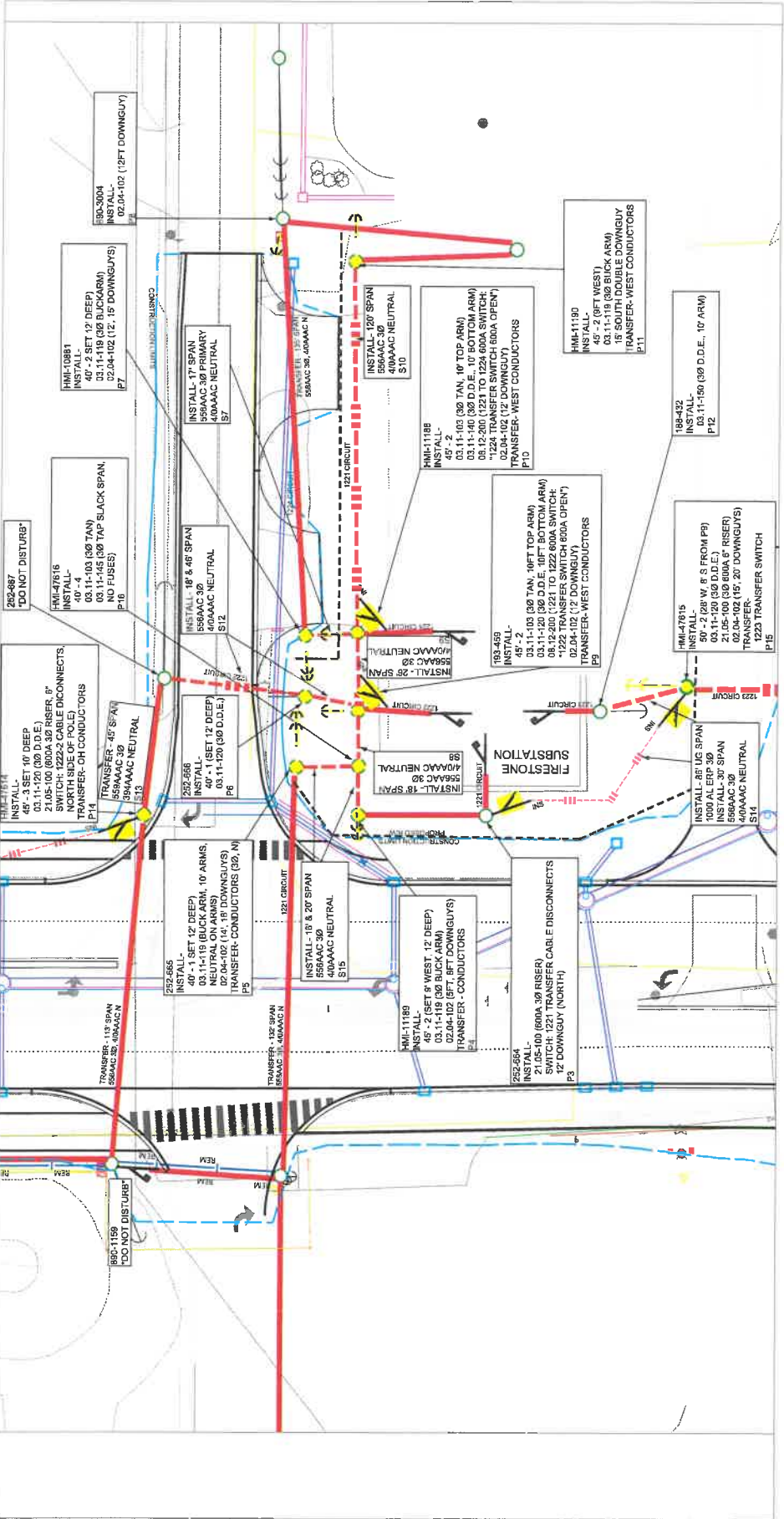
Attest:

\_\_\_\_\_  
-Treasurer





# INSTALLS ONLY



<b>General Information</b> INDOT DES # N/A Pleasant St & 18th Pleasant Street Phase 2 Hamilton County IN Noblesville Township Emask # 518-18-6 WK182164		<b>Circuit Information</b> Distribution City Noblesville Emaskina 673 Circuits 1221, 1222, 1223, 1224 Work Order Information Project Code WK182164		<b>Duke Energy Legend</b> (Eights facilities are color coded by color fill) Distribution Secondary Line (Red) Distribution Primary Line (Blue) Overhead Switch Overhead Transformer Pole Mounted Transformer Pole for equipment Recloser Duct Pole Foreign Pole Distribution Line <35 kV Secondary Line <60 kV Transmission Line <35 kV		<b>EXHIBIT A</b> Detail Pleasant Street Phase 2 DATE 03.07.2024 LOCATION 4118853, 46200663 DRAWN Frank Hancock APPROVAL SIGNATURE ELECTRIC DESIGNER LINE ENGINEER DWG NO 765-524-7945 SHEET 2 OF 2	
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# CU Estimate Job Cost Summary

Sorted by: Site, Employee Name

**Estimate Request:** 11827554      51824646 - B1      **Request Type:** JOB  
**Work Site:** TD-IN  
**Master WO:** 51824646      WP (REIMBURSABLE) CITY OF  
 NOBLESVILLE: PLEASANT ST PH  
**Estimate Version:** 16      51824646 - B1      **Estimate Type:** INPROG  
**Estimated On:** 03/12/2024      **At:** 01:52:31 PM      **By:** MAXADMIN

	Internal	External	Total
<b>Labor Hours</b>			
Labor Hours - On Site:	564.52		564.52
Labor Hours - Off Site:	0	0	0
<b>Total Labor Hours:</b>	<b>564.52</b>	<b>0</b>	<b>564.52</b>
<b>Costs</b>			
Labor Cost:	56842.68	0	56842.68
Services Cost:		3601	3601.00
Tools Cost:	0	0	0
<b>Total Labor, Services, &amp; Tools Cost:</b>	<b>56842.68</b>	<b>3601</b>	<b>60443.68</b>
New Material Cost:	36115.66	0	36115.66
Less Salvage:	0		0
<b>Total Material Cost:</b>	<b>36115.66</b>	<b>0</b>	<b>36115.66</b>
<b>Total Overheads:</b>			33338.36
<b>Total Gross Cost:</b>			<b>129897.70</b>
Less Applied Contributions:			0
<b>Total Net Cost:</b>			<b>129897.70</b>
CIAC:			20912.23
Plus Total Deferred Cost:			0
<b>Total Estimated Cost:</b>			<b>150809.93</b>