



Board of Public Works and Safety

Agenda Item

Cover Sheet

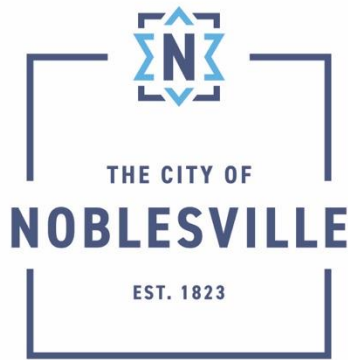
MEETING DATE: June 25, 2024

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

ITEM #: 5

INITIATED BY: Andrew Rodewald

- Information Attached
- Bring Paperwork from Previous Meeting
- Verbal
- No Paperwork at Time of Packets



TO: ALISON KRUPSKI, DIRECTOR OF ENGINEERING
FROM: ANDREW RODEWALD, PROJECT MANAGER, ENGINEERING
SUBJECT: UTILITY REIMBURSEMENT AGREEMENT WITH DUKE ENERGY
FEDERAL HILL TO FOREST PARK TRAIL
DATE: JUNE 25, 2024

The City has entered into various lighting agreements with Duke Energy throughout the city, including along Logan Street. As part of our agreements, if relocation of a light pole is needed, that cost is born by the city. An existing streetlight on Nixon Street, just north of Logan Street, will need moved in order to construct the new Federal Hill to Forest Park Trail. This did give the opportunity to move the light closer to the new crosswalk, thus providing better lighting of the pedestrian area.

Attached is the reimbursable agreement with Duke to relocate this light and run power to it.

I recommend the Director approve the reimbursable agreement with Duke Energy for Federal Hill to Forest Park Trail.

In advance, I greatly appreciate your consideration of this request.

UTILITY REIMBURSEMENT AGREEMENT
(Local Government – Easement/Road To Road)
City of Noblesville – Federal Hill to Forest Park Trail
Project
(Revised 5/23/19)

THIS AGREEMENT, made and effective this 16th day of May, 2024, is by and between **Duke Energy Indiana, LLC**, an Indiana electric public utility limited liability company (hereinafter referred to as “DEI”), and **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, **Logan St & Nixon St (From Federal Hill to Forest Park Trail)** in **Hamilton County, City of Noblesville**, Indiana; and

WHEREAS, DEI has constructed and now operates and maintains certain electric line facilities near or adjoining **Logan St & Nixon St (From Federal Hill to Forest Park Trail)**, 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 **Logan St & Nixon St (From Federal Hill to Forest Park Trail)**, 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 has acquired or will acquire at the expense of the Local Government, a relocation area which is located upon public road right of way, 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, the Local Government is willing to reimburse DEI for such present and future 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 ~~\$7034.70~~ as shown on the attached Exhibit "B".

\$6059.22

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

SECTION IV. The Local Government shall also reimburse DEI for any costs actually incurred by DEI in the future in the event the Utility Facilities need to be adjusted, removed, supported, altered, and/or relocated at any time or times (a) for another Local Government highway improvement project and/or (b) for any other project of the Local Government or other governmental entity.

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.

(Remainder of page intentionally left blank.)

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)

(Name, Printed or Typed)

(Position)

City of Noblesville

By: _____

Printed Name: _____

Printed Title: _____

Dated: _____

By: _____

Printed Name: _____

Printed Title: _____

Dated: _____

By: _____

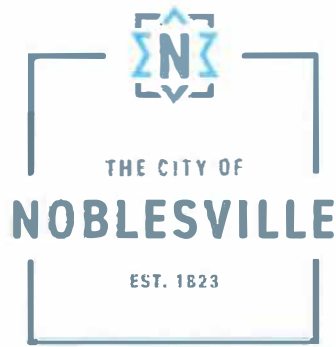
Printed Name: _____

Printed Title: _____

Dated: _____

Attest:

-Treasurer



PURCHASE APPROVAL

Under \$10,000 – Department Head Approval

Pursuant to the City of Noblesville Purchasing Policy, three quotes were presented to me for a purchase of supplies, equipment, services, or professional services in an amount under \$10,000. I hereby approved a purchase from the lowest, responsible, responsive quoter as stated below.

Purchase: _____

Quoter: _____

\$ _____

Alan Kim _____ 6/21/24
Department Head Date

Under \$50,000 – Mayor’s Approval (and not signed above by Department Head)

Pursuant to the City of Noblesville Purchasing Policy, three quotes were presented to me for a purchase of supplies, equipment, services, or professional services in an amount under \$50,000. I hereby approved a purchase from the lowest, responsible, responsive quoter as stated below.

Purchase: _____

Quoter: _____

\$ _____

Chris Jensen, Mayor Date



 PERSONAL ACCOUNTABILITY ACTIVE GAMING HAZARD RECOGNITION	Upstream Protection
	BREAKER AT SUB: NOBLESVILLE 8TH ST (622) 1215
	BREAKER AT SUB: NOBLESVILLE 8TH ST (622) 1203



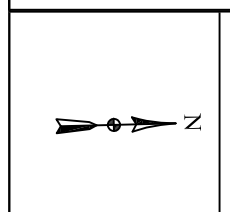
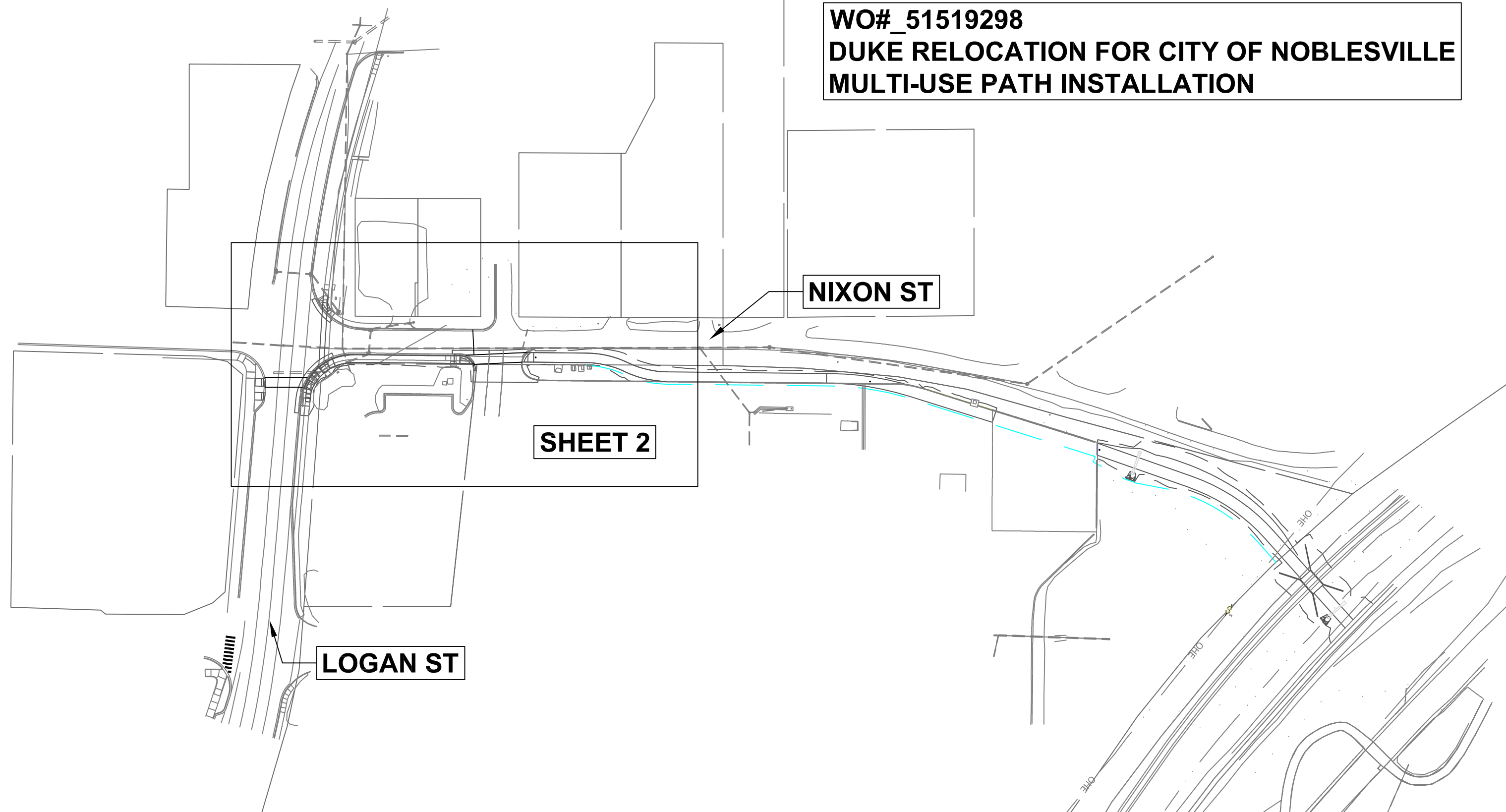
Safety Reminders / Adverse Conditions
Remember "Your Circle of Safety"
P06 NOT TRUCK ACCESSIBLE
ALL OTHER LOCATIONS TRUCK ACCESSIBLE



REMEMBER: Work zone area conditions may have changed for this job. Everyone is responsible for verifying the safety information is correct prior to any work being performed each day.

Other Project Notes
TRAFFIC FLAGGING REQUIRED
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION

WO#_51519298 DUKE RELOCATION FOR CITY OF NOBLESVILLE MULTI-USE PATH INSTALLATION

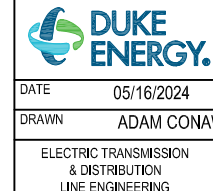


General Information	
INDOT DES #	N/A
205 NIXON ST	
MULTI-USE PATH INSTALLATION	
CITY OF NOBLESVILLE	
HAMILTON COUNTY, IN	
NOBLESVILLE TOWNSHIP	

Work Order Information				
Distribution				
Emax #	Project Code	OU / Center		
51519298	MX1519298	V542/S429		
Transmission				
Emax #	Install	Remove	OH Maint.	UG Maint. OU / Center

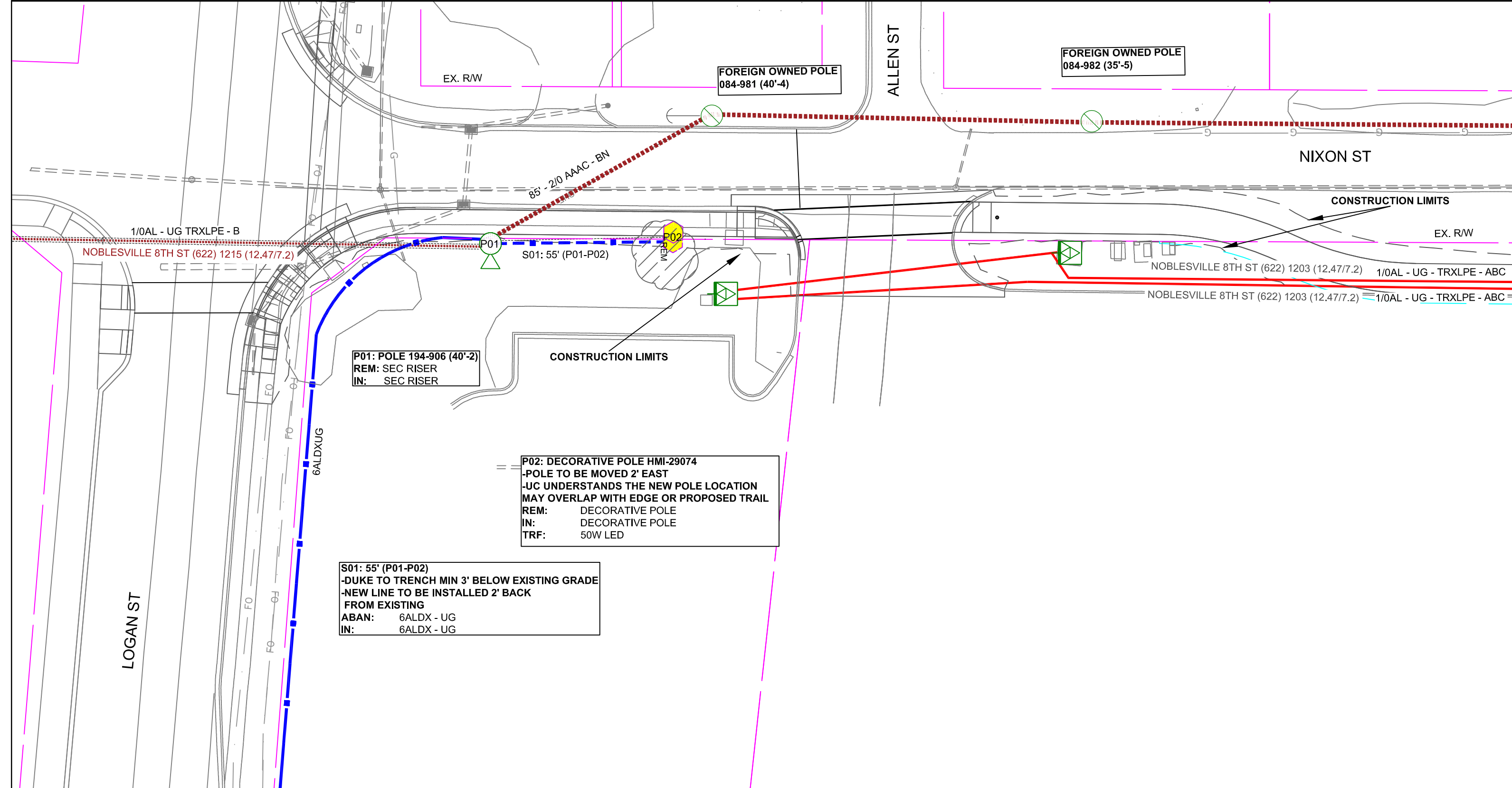
Circuit Information	
Distribution	
NOBLESVILLE 8TH ST (622) 1215	
NOBLESVILLE 8TH ST (622) 1203	
Transmission	
NOBLESVILLE 8TH ST JCT TO 8TH ST SUB 6944	

Duke Energy Legend			
	Existing Duke Pole		Existing Downguy
	Proposed Duke Pole		Proposed Downguy
	Remove Duke Pole		Distribution Line
	Existing Foreign Pole		Secondary Line
	Proposed Foreign Pole		Overhead Light
	Remove Foreign Pole		



INDEX	12.47 kV DISTRIBUTION LINES		
DETAIL	CORNER OF LOGAN ST & NIXON ST		
DATE	05/16/2024	LOCATION	40.048983°, -86.020106°
DRAWN	ADAM CONAWAY	PHONE	(317) 804-3942
ELECTRIC TRANSMISSION & DISTRIBUTION LINE ENGINEERING	APPROVAL SIGNATURE	DWG NO	SHEET 1 OF 2

 PERSONAL ACCOUNTABILITY ACTIVE CARING HAZARD RECOGNITION	Upstream Protection		Safety Reminders / Adverse Conditions	 REMEMBER: Work zone area conditions may have changed for this job. Everyone is responsible for verifying the safety information is correct prior to any work being performed each day.	Other Project Notes
	BREAKER AT SUB: NOBLESVILLE 8TH ST (622) 1215		Remember "Your Circle of Safety"		TRAFFIC FLAGGING REQUIRED
	BREAKER AT SUB: NOBLESVILLE 8TH ST (622) 1203 147 N 8TH ST, NOBLESVILLE, IN 46060		P06 NOT TRUCK ACCESSIBLE ALL OTHER LOCATIONS TRUCK ACCESSIBLE		CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION



	General Information		Work Order Information			Circuit Information		Duke Energy Legend			 DATE: 05/16/2024 DRAWN: ADAM CONAWAY ELECTRIC TRANSMISSION & DISTRIBUTION LINE ENGINEERING	INDEX	12.47 kV DISTRIBUTION LINES
	INDOT DES #	N/A	Distribution		OU / Center	Distribution			Existing Downguy	DETAIL		CORNER OF LOGAN ST & NIXON ST	
	205 NIXON ST		Emax #	Project Code	OU / Center	NOBLESVILLE 8TH ST (622) 1215 NOBLESVILLE 8TH ST (622) 1203			Proposed Downguy	LOCATION		40.048983°, -86.020106°	
	MULTI-USE PATH INSTALLATION CITY OF NOBLESVILLE HAMILTON COUNTY, IN NOBLESVILLE TOWNSHIP		51519298	MX1519298	V542/S429	Transmission			Distribution Line	PHONE		(317) 804-3942	
		Transmission						Secondary Line	APPROVAL SIGNATURE		DWG NO	SHEET 2 OF 2	
		Emax #	Install	Remove	OH Maint.	UG Maint.	OU / Center		Overhead Light				

CU Estimate Job Cost Summary Sorted by: Site, Employee Name

Estimate Request:	12073624	Design 51519298 - A for Work Request 515192981	Request Type:	JOB
Work Site:	TD-IN			
Master WO:	51519298	WP (WP SENT) City of Noblesville @ Logan St. & Nixon St. (From Federal Hill to Forest Park Trail) Multi- Use Pedestrian Trail		
Estimate Version:	20	Design 51519298 - A for Work Request 515192981	Estimate Type:	INPROG
Estimated On:	05/17/2024	At: 03:07:52 PM	By:	MAXADMIN

		Internal	External	Total
Labor Hours				
	Labor Hours - On Site:	3.85		3.85
	Labor Hours - Off Site:	0	0	0
	Total Labor Hours:	3.85	0	3.85
Costs				
	Labor Cost:	526.82	0	526.82
	Services Cost:		3610.18	3610.18
	Tools Cost:	0	0	0
	Total Labor, Services, & Tools Cost:	526.82	3610.18	4137
	New Material Cost:	62.11	0	62.11
	Less Salvage:	0		0
	Total Material Cost:	62.11	0	62.11
	Total Overheads:			1860.11
	Total Gross Cost:			6059.22
	Plus CIAC Cost:			975.47
	Less Applied Contributions:			0
	Total Net Cost:			7034.69
	Plus Total Deferred Cost:			0
	Total Estimated Cost:			7034.69 6059.22

Show Report Criteria

Funding Verification/Encumbrance Request Form

Date to be submitted to BoW / Park Board: _____ (put N/A if not submitting to BoW/Park Board)

Vendor name: _____

Vendor Address: _____

Brief description of purchase: _____

Source of Funding:

- Current Year Operational Budget
- Subsequent Year Operational Budget ¹
- Loan or debt proceeds
- Non-Appropriated Fund
- Funding not yet finalized (attach explanation) ²:

Fund #	
Department #	
Project # (NA if no project #)	

	Expense Object #	Amount
#1		
#2		
#3		
#4		
#5		

1) Note: **This option may only be selected AFTER the adoption of the subsequent year budget.** OFA will create a PO after the start of the next year. If contract details change in between form submission and the start of the year, contact OFA Staff.

2) This option may only be selected in unusual circumstances. An additional FVF will need to be submitted to OFA once funding source has been determined. OFA will not create a PO until this follow-up form has been submitted.

Are you requesting that a Purchase Order (PO) be created for this expenditure?

- Yes Select for all purchases/contracts that will not be paid immediately
- No Select ONLY if department plans to initiate payment immediately

The Department certifies that sufficient appropriation authority exists in the stated fund and expense series to obligate the expense for future payment.

Department Director

(Signature)

(Printed Name)

(Date)

Please email completed form to OFAbudget@noblesville.in.us.

FOR OFFICE OF FINANCE AND ACCOUNTING USE ONLY

OFA Action Taken

Purchase Order Created PO # (if applicable): _____

Reviewed Availability of funds (Contract/Purchase of over \$50k or paid with debt proceeds only)

OFA Signature _____

No Action Taken (Department should still include this form in purchase/contract approval submission)

Comments: _____

Initials: _____ Date: _____

Instructions

When should this form be completed?

1. All agreements reviewed or purchases submitted for approval by the Mayor's Office, Board of Works, or Park Board must be accompanied by a Funding Verification Form (FVF). This form should be completed and reviewed by OFA *prior* to submission of purchase or agreement to the Mayor's Office.
 - Therefore, OFA must receive this form **no later** than 4:00 PM on the Friday prior to the Mayor's Office's submission deadline. *Note: To ensure OFA has sufficient time to review and approve the FVF, please submit as early as possible.*
 - For items to be reviewed by the Park Board, please ask OFA for FVF submission deadline.
2. The FVF is also the tool for encumbering funds for agreements with vendors that are not reviewed by the BoW or Park Board. Submitting this form to OFA will initiate the creation of a Purchase Order (PO) when appropriate.
 - *Note: For agreements that do not require review by the BoW or Park Board, it is still advantageous for departments to encumber the funds as soon as an agreement with the vendor is reached.*

Completing the Form

1. Fill out information related to the vendor agreement and the source of payment.
 - Check one of the options for funding source; if funding is not yet in place (or it is based on next year's budget), a PO will not be created until funding is finalized.
 - Individual PO's can only be associated with only one (1) project, department, and fund. Therefore, if the cost of a contract is going to be split among multiple projects, departments, or funds, a separate FVF must be submitted for each.
 - An individual PO/encumbrance, however, may be split between multiple expense codes. Fill in each expense code associated with the agreement, as well as the cost associated with each expense code.
2. Along with vendor information and funding source, please indicate whether payment of the expense will be made in full on the next claims docket/billing cycle.
 - If you select "Yes", then no PO number will be created. Selecting "No" will initiate the PO creation process.
3. The department director (or designee) must sign the form certifying that funding exists to pay for the full annual cost of the agreement. *Note: The availability of existing appropriation authority can be checked by using the 'Budget vs. Actual' reports in OpenGov.*
 - For agreements with costs exceeding \$50,000, OFA Staff will also review the department's available appropriation authority to certify that funding is available.
 - For agreements with costs funded from debt or loan proceeds, OFA Staff will also review available resources to certify that funding is available.
4. Once completed, transmit the form to OFABudget@noblesville.in.us. Please name the file as follows: Year, Month, Day, Fund #/Department #, brief description.
 - *Example: "2020 02 25 – 101003 – OpenGov Contract"*
5. After receiving the FVF, OFA Staff will review the submission, take whatever action is relevant, and will then transmit a copy back to the department. If a PO will be created, the PO number will be listed at the bottom of the form, and the PO will itself will be attached.