1316 COUNTY-CITY BUILDING 227 W. JEFFERSON BOULEVARD SOUTH BEND, INDIANA 46601-1830



PHONE 574/235-9251 FAX 574/235-9171

CITY OF SOUTH BEND JAMES MUELLER, MAYOR BOARD OF PUBLIC WORKS

July 13, 2021

Mr. Tom McGowen KRG Eddy Street Land III, LLC 30 S. Meridian St., Suite 1100 Indianapolis, IN 46204 tmcgowan@kiterealty.com

RE: Sanitary Sewer & Water Extension Agreement

Dear Mr. McGowen:

At its July 13, 2021 meeting, the Board of Public Works approved the above referenced agreement to develop 1.79 acres located at the Southeast corner of Howard St. & Frances St. for an extension of municipal sanitary sewer & water to twenty-eight (28) single family homes.

Enclosed please find a copy of the agreement for your records.

If you have any further questions regarding this matter, please call this office at (574) 235-9251.

Sincerely,

/s/ Anne Fuchs

Anne Fuchs, Clerk

Enclosures AF/lh

SANITARY SEWER AND WATER EXTENSION AGREEMENT

This Sewer and Water Service Agreement ("Agreement") is made on the 13th. day of July, 2021 by and between KRG Eddy Street Land III, LLC, an Indiana limited liability company ("Owner"), and the City of South Bend, a municipal corporation existing under the laws of Indiana, acting by and through its Board of Public Works ("City").

WHEREAS, the Owner intends to develop 1.79 acres located at the Southeast corner of Howard Street and Frances Street, within the City limits, for a twenty-eight (28) lot subdivision to be used for twenty-eight (28) single-family attached homes; and

WHEREAS, in connection with the needs of Owner's project, Owner plans to extend and make additions to existing sanitary sewer and water systems to serve said development as shown on the Exhibit A, attached and incorporated hereto (the "Dedicated Improvements"), and desires certain commitments from City; and

WHEREAS, the engineering design for said Dedicated Improvements has been, or will be, accomplished by competent professional engineers registered and licensed in the State of Indiana; and

NOW, THEREFORE, in consideration of the obligations, terms and conditions contained herein, the adequacy of which the parties expressly acknowledge, Owner and the City agree as follows:

1. Recitals

The parties hereto acknowledge and agree that the foregoing recitals are incorporated herein as a part of this Agreement.

2. Construction Inspection

The Owner has provided the City with Exhibit A, which depicts drawings of the Dedicated Improvements, which the City acknowledges conforms to the City's standards. The Owner shall allow the City to inspect the Dedicated Improvements during construction to ensure conformance to the agreed standards set forth in Exhibit A, in particular with regard to zoning requirements, adequacy of design, and quality of construction. The Owner shall contact the City's Engineering Department at least two (2) business days in advance to arrange for the attendance of a City inspector at key milestones throughout work. Key milestones shall include but not limited to: mandrel deflection testing, sanitary sewer taps, and water main taps. The Owner agrees to perform any necessary adjustments as reasonably requested by the City to ensure the Dedicated Improvements are constructed in accordance with Exhibit A.

3. Permits

It shall be Owner's sole responsibility and expense to obtain any and all permits associated with the construction and installation of the Dedicated Improvements and to comply with all applicable laws.

4. Engineer's Estimate

The Owner has provided an Engineer's Estimate (See Exhibit B, incorporated herein by reference and attachment) for the cost to construct the Dedicated Improvements, including but not limited to, excavation, pipe materials, and all other appurtenant materials, supplies and equipment, permit fees, backfill and bedding, pavement, curbs, sidewalks, signs, and restoration of the areas within the R.O.W. and municipal water and sewer easements.

5. Performance Bond

Owner shall provide the City with a performance bond for an amount equal to one hundred twenty–five percent (125%) of the construction cost covering all work performed or to be performed pursuant to this Agreement. Owner's failure to provide the performance bond as prescribed herein shall cause this Agreement to be immediately terminated and of no effect, without the requirement of notice. The performance bond shall be provided concurrently with the execution of this Agreement and attached as Exhibit C.

6. Maintenance Bond

Within ten (10) days of City's acceptance of the Dedicated Improvements, Owner shall provide the City with a maintenance bond equal to ten percent (10%) of the construction cost covering all work performed or to be performed pursuant to this Agreement, and such bond shall remain in effect for three (3) years after dedication as described in Section 10 below.

7. Term

Except as otherwise provided herein, this Agreement shall continue for a period of sixteen (16) months from the Effective Date of this Agreement, or upon the issuance of the relevant occupancy permit(s), whichever occurs last.

8. Dedication

Upon completion of the construction of the Dedicated Improvements substantially as depicted in Exhibit A, the Owner shall also convey an easement and dedicate to the City within such easement the Dedicated Improvements as public infrastructure. It is understood by the Owner that no dedication shall be accepted by the City until all required easements have been conveyed, accepted, and recorded by the City. It is also understood by Owner and the City that water main and sanitary sewer constructed in previous phases shall be dedicated to the City. The Owner shall

use its best efforts to work with the City to ensure that the Dedicated Improvements are dedicated to the City in a timely manner.

Additionally, prior to dedication, the following must be satisfied:

- a. All parts and labor must meet the standards and requirements stated in the design specifications as presented to and accepted by the City's Engineering Department.
- b. Lien waivers must be received with regard to all workmanship and materials used in connection with these improvements.
- c. The Completion Affidavit must be furnished to Owner by the South Bend, Indiana Board of Public Works.
- d. Owner must provide copies of test reports or cut sheets on all materials supplied.
- e. Owner must provide As-Built drawings in accordance with the City of South Bend Prevailing Specifications for Public Works, which may be found at https://southbendin.gov/wp-content/uploads/2020/05/Prevailing-Supplemental-Specifications.pdf

Owner's failure to comply with this Section 8 shall be a material breach of this Agreement.

9. System Development Charges

Simultaneously with the execution of this Agreement, the Owner shall pay the City a sum of \$40,824.00 (forty thousand, eight hundred twenty four dollars and 00/100) for access to the City's water and sewer sanitary systems set forth as <u>Exhibit D</u>. For purposes of this Section 9 of the Agreement, an equivalent residential unit ("ERU") shall mean a single-family residence. For purposes of customers that are not single-family residences, one ERU shall equal estimated

wastewater and water flows of 310 gallons per day, respectively. No customer will be less than one ERU.

For every new connection to the South Bend Municipal Sewer Works, a capital contribution of \$1,145 shall be collected per ERU. For every new connection to the South Bend Municipal Water Works, a system development charge of four hundred seventy-five dollars (\$475.00) shall be collected per ERU and additional portion thereof to be connected. All charges shall be paid to the City at the time the application for connection is filed. For all other types of structures, the ERU calculation shall be based upon the ratio of Average Daily Flow as computed pursuant to 327 IAC 3-6-11 in relationship to 310 gallons per day. For structures not listed in 327 IAC 3-6-11, the ERU shall be calculated as the relationship between the Average Daily Flow reported in the sewer capacity certification for the structure and 310 gallons per day.

For customers with greater than 20 ERUs, the ERU shall be adjusted based upon the Peaking Factor as computed herein. The Peaking Factor shall be calculated by dividing the Peak Daily Flow by the Average Daily Flow, both as reported in the sewer and water capacity certifications. In no event will a Peaking Factor less than 2.0 be used for purposes of the adjustment. The Peaking Factor divided by 4.0 (the Peaking Factor for residential connections) will be multiplied by the number of ERUs for purposes of computing the capital contribution owed by the customer. The City reserves the right to require an additional capital contribution should Owner's flow rate exceed the predicted level. Such additional capital contribution will be based on the proportional share of Owner's use of the City's water and/or sewer sanitary system.

10. Indemnification

Owner agrees and undertakes to indemnify and hold the City, and its respective agents, employees, successors, and assigns, harmless from any liability, loss, costs, damages or expenses,

including attorneys' fees, which the City may suffer or incur as a result of any claims or actions which may be brought by any person or entity arising out of this Agreement. If any action is brought against the City or its respective agents, employees, successors, or assigns, in connection with this Agreement, Owner agrees to defend such action or proceedings at its own expense and to pay any judgment rendered therein.

11. Insurance

Owner, or Owner's contractor, at Owner's sole expense, shall maintain during the term of this Agreement, commercial general liability insurance covering the Owner and the Dedicated Improvements in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence. Owner understands and agrees the amount of insurance does not in any way limit liability under this agreement to \$5,000,000. The Certificate of Insurance shall be provided concurrently with the execution of this Agreement and attached as Exhibit E.

12. Assignment

This Agreement may not be assigned by the Owner without the express written consent of the City which such consent may be withheld for any reason. Any violation of this limitation shall terminate the City's obligation and forfeit the Owner's rights under this Agreement.

13. Material Breach

In the event that either party breaches any of the provisions set forth herein, the non-breaching party shall provide written notice of the breach to the breaching party. Upon receipt of the notice, the breaching party shall use its good faith efforts to cure the breach as soon as practical. In the event the breach is not cured within a reasonable amount of time, the non-breaching party may pursue its legal and equitable remedies.

14. Governing Law and Jurisdiction

This Agreement shall be construed and interpreted according to the laws of the State of Indiana and shall be enforced in any court of competent jurisdiction in St. Joseph County, Indiana. It is further agreed that all provisions of law now or hereafter in effect relating to water and sewer service by the City shall be applicable to this Agreement.

15. Severability

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

16. Waiver

No provision of this Agreement will be deemed waived, unless such waiver will be in writing and signed by the party against which the waiver is sought to be enforced. The waiver will not be construed to be a waiver of any succeeding breach of any such provision, a waiver of the provision itself, or a waiver of any other provisions of this Agreement. No delay or omission on the part of either party to exercise or avail itself of any right, power, or privilege that it has or may have under this Agreement will operate as a waiver of any breach or default.

17. Time

Time is of the essence of this Agreement.

18. Entire Agreement

This Agreement sets forth the entire agreement and understanding between the Owner and the City as to the subject matter hereof, and merges and supersedes all prior discussions, agreements, and understanding of any and every nature between them.

19. Corporate Authority

The person signing on behalf of the Owner represents that he/she has been duly authorized to

execute this Agreement on behalf of said Owner.

IN WITNESS WHEREOF, the Owner and the City, through their duly authorized

representatives, have caused this Agreement to be executed as of the day and year first written

above. The parties have read and understand the foregoing terms of this Agreement and do, by

their respective signatures hereby agree to its terms.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Owner and the City, through their duly authorized representatives, have caused this Agreement to be executed as of the date first written above. The parties have read and understand the foregoing terms of this Agreement and do, by their respective signatures, hereby agree to its terms.

"OWNER"	CITY OF SOUTH BEND, INDIANA BOARD OF PUBLIC WORKS
KRG Eddy Street Land III, LLC	TH
By:	Elizabeth A. Maradik, President MJ Ficer Gary A. Gilot, Member Jordan V. Gathers, Member
	and grant of the second of the
	Joseph R. Molnar, Member Mury L Miller
	Murray L. Miller, Member ATTEST:
	Anu Feels
	Anne Fuchs, Clerk

EXHIBIT A

DEDICATED IMPROVEMENTS

CITY OF SOUTH BEND, INDIANA DEPARTMENT OF PUBLIC WORKS

PLANS PREPARED BY:

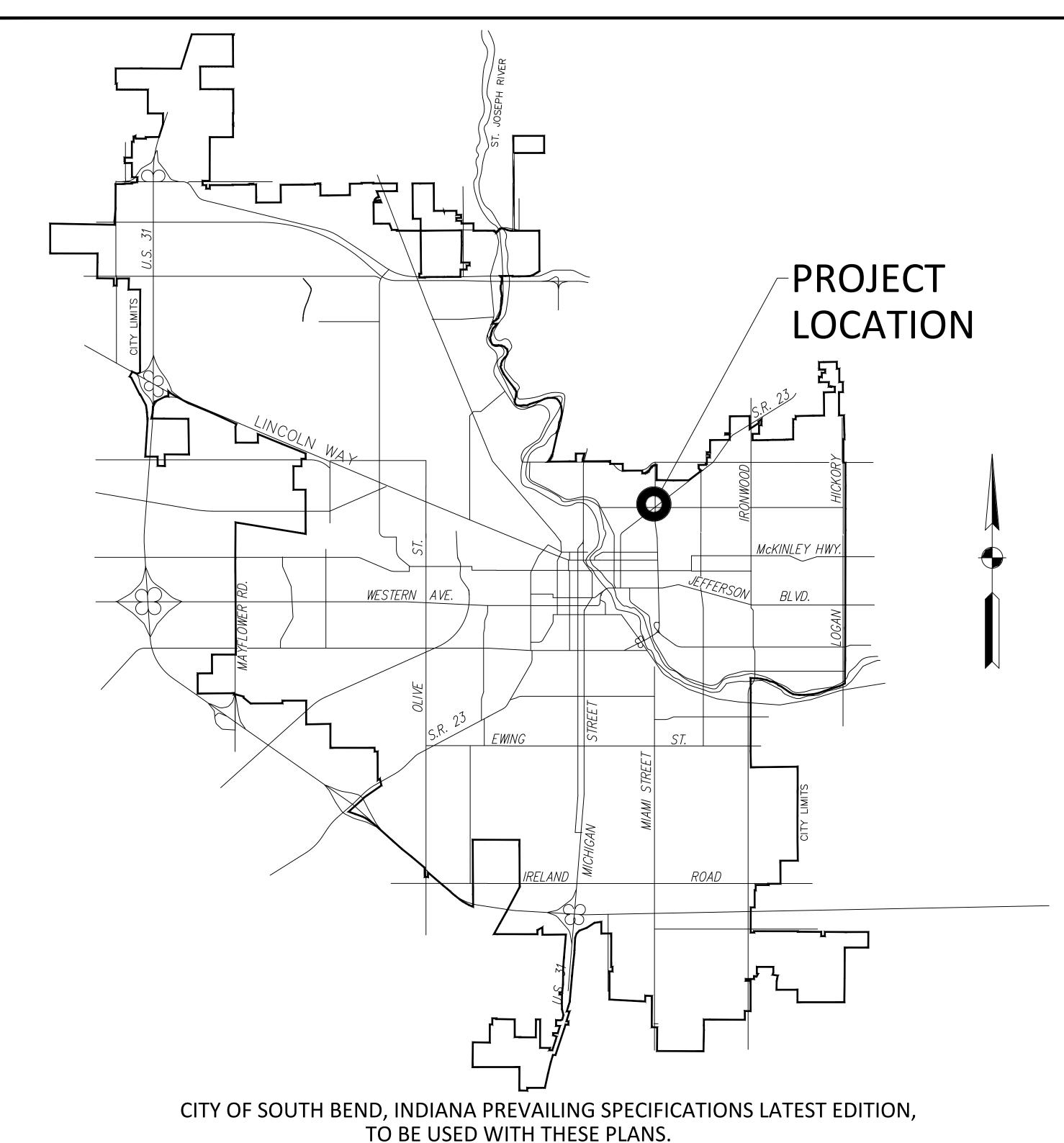
DANCH, HARNER, & ASSOC., INC

1643 COMMERCE DRIVE

SOUTH BEND, IN 46628

PROJECT

X SEWER



FRANCES STREET SEWER & WATER MAIN EXTENSIONS

JUNE, 2021

PLANS PREPARED FOR:

1316 COUNTY-CITY BUILDING

CITY OF SOUTH BEND

ENGINEERING DIVISION

SOUTH BEND, IN 46601

	RECOMMENDATIONS OF CITY STAFF	
36	KYL W. SILVEUS, PE DESIGN AND ADMINISTRATION	6/18/21 DATE
Jordan V. Gathers, Member	Kara M. Boyles	7/1/2021
Mery L miller	KARA M. BOYLES, PAD, PE CITY ENGINEER	DATE
Murray L. Miller, Member	Ken Smith WATER WORKS	6/21/21 DATE
Anu Leels		06/20/21
Attest: Anne Fuchs, Clerk	TOY VILLA CONSTRUCTION MANAGER	DATE
NDSCAPE PLAN	STANDARD DRAWINGS 2-25 2-47 4-6 5-1 5-8 2-29 3-1 4-7 5-2 5-10 2-35 3-5 4-8 5-3 5-11 2-39 3-10 4-9 5-4 5-13 2-42 4-1 4-11 5-6	1 0
	Jordan V. Gathers, Member Murray L. Miller, Member Que Guels	Jordan V. Gathers, Member Murray L. Miller, Member Ken Smith Ke

Danch, Harner & Associates, Inc.

Land Surveyors • Professional Engineers Landscape Architects • Land Planners

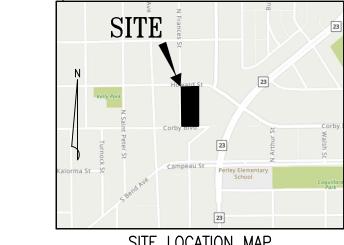
Office: (574)234-4003 / (800)594-4003 • Fax: (574)234-4119

SHEET

1 OF 12

FINAL SITE PLAN — CORBY AND FRANCES TOWNHOMES A PARCEL LOCATED IN THE EAST HALF OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 2 EAST,

CITY OF SOUTH BEND, PORTAGE TOWNSHIP, ST. JOSEPH COUNTY, INDIANA.



SITE LOCATION MAP

77,973 100.00

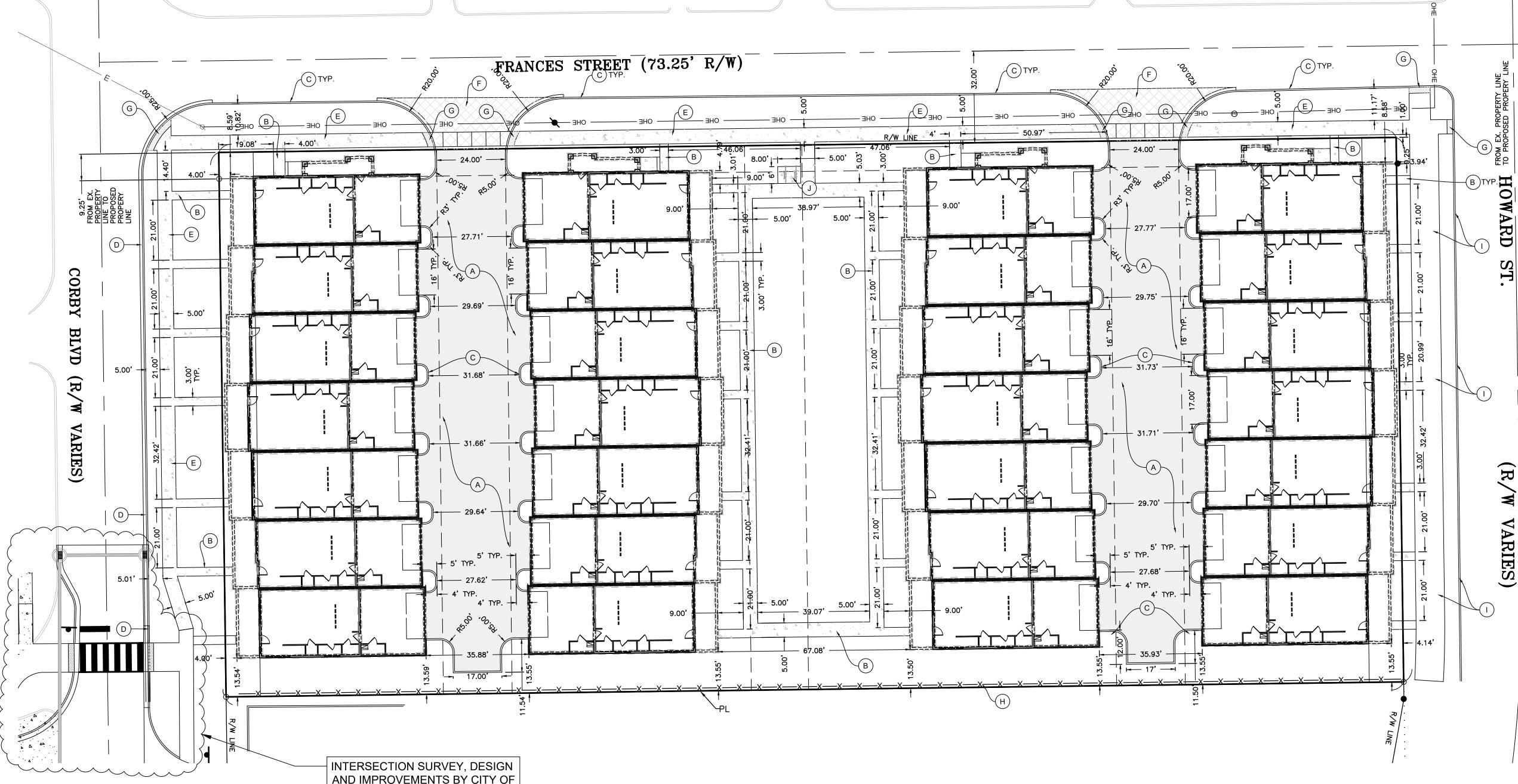
TABULATED SITE DATA:

- 1). SITE ACREAGE... 1.79± ACRES
- 2). ZONING CLASSIFICATION: NC NEIGHBORHOOD CENTER
- PROPOSED LAND USE: A). RESIDENTIAL

EXISTING LAND COVERAGE:	SQ.FT. %	OF SITE
A). BUILDINGS (GROUND FLOOR)	44,880	57.56
B). ASPHALT PÄVEMENT		15.81
C). CONCRETE PAVEMENT	2,546	3.26
D). OPEN SPACE		23.37

- 5). PARKING RATIO REQUIRED BY ORDINANCE:
 - A). PER RESIDENTIAL SPACE: NUMBER OF SPACES REQUIRED FOR RESIDENTIAL......NO REQUIREMENT
- THE TRADER JOE'S SITE ADJACENT TO AND EAST OF THIS TOWNHOME SITE. THE SYSTEM WAS SIZED TO HANDLE THIS PHASE OF THE PROJECT AS WELL AS TRADER'S JOE SITE.
- 7). THE PROPERTY IS TO BE SERVED BY PUBLIC WATER & SEWER SYSTEM.

- (A) PROPOSED STANDARD ASPHALT PAVEMENT SEE SHEET C5.2 FOR DETAIL.
- (B) PROPOSED 4" THICK CONCRETE WALK (TYPICAL). SEE DETAIL ON SHEET C5.0
- (C) PROPOSED 6" CONCRETE CURB (TYPICAL). SEE DETAIL ON SHEET C5.0. (ALONG FRANCES ST. & HOWARD ST.)
- PROPOSED "TYPE-B" CURB IN RIGHT-OF-WAY, COMBINATION CURB AND GUTTER PER CITY OF SOUTH BEND STANDARD ENGINEERING DETAILS. SEE SHEET C5.0 FOR DETAIL. (CORBY AVE. ONLY)
- PROPOSED 4" CITY STANDARD CONCRETE SIDEWALK. SEE DETAIL ON SHEET C5.0. ALL WALKS SHALL BE PLACED WITH A 1.5% CROSS SLOPE TOWARD THE CURB.
- COMMERCIAL CONCRETE APPROACH PER CITY OF SOUTH BEND ENGINEERING STANDARDS. SEE DETAIL ON SHEET C5.0.
- ADA SIDEWALK RAMP PER ADA AND CITY OF SOUTH BEND STANDARDS AND SPECIFICATIONS. RAMP SLOPE AT MAX. 7.5% WITH DOME WARNING
- PRIVACY FENCE. SUPPLIED BY OWNER, INSTALLED BY CONTRACTOR.
- CURB, TRAIL, AND HOWARD STREET IMPROVEMENTS PART OF EDDY STREET PHASE III PROJECT
- BIKE RACK: QUANTITY:(2) (4 TOTAL SPACES) SEE DETAIL SHEET C5.2.



LEGAL DESCRIPTION:

A PARCEL LOCATED IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 2 EAST, CITY OF SOUTH BEND, PORTAGE TOWNSHIP, ST. JOSEPH COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1 "EDDY STREET COMMONS PHASE III MAJOR SUBDIVISION" AS RECORDED IN DOCUMENT NUMBER 2020-40942 IN THE OFFICE OF ST. JOSEPH COUNTY, INDIANA RECORDER; THENCE SOUTH 00°43'46" EAST ALONG THE WEST LINE OF SAID SUBDIVISION, A DISTANCE OF 411.02 FEET TO THE NORTH RIGHT-OF-WAY LINE OF CORBY BOULEVARD;; THENCE SOUTH 89°13'44" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE 190.13 FEET; THENCE NORTH 00°43'46" WEST, A DISTANCE OF 410.94 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF HOWARD STREET; THENCE NORTH 89°12'20" EAST, A DISTANCE 190.13 FEET TO THE PLACE OF BEGINNING.

SOUTH BEND

CONSISTING OF TWENTY-EIGHT (28) LOTS AND CONTAINING 1.79 ACRES MORE OR LESS.

SUBJECT TO ALL LEGAL RIGHT-OF-WAYS, EASEMENTS, AND RESTRICTIONS OF RECORD.

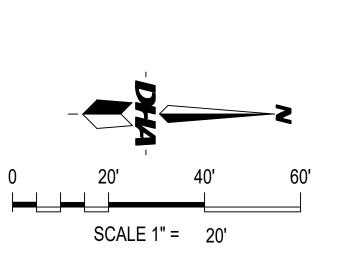
** CONTRACTOR SHALL REVIEW ENTIRE PLAN

SET AND NOTIFY ENGINEER OF DISCREPANCIES

FOUND ON PLAN FOR FURTHER CLARIFICATION AND/OR REVISIONS, PRIOR TO CONSTRUCTION ANY INFORMATION ON THIS DRAWING IS NOT INTENDED TO BE SUITABLE FOR REUSE BY ANY PERSON. FIRM OR CORPORATION OR ANY OTHERS ON EXTENSION OF THIS PROJECT OR FOR ANY USE ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION AND ADOPTION BY THE ENGINEER, ARCHITECT OR SURVEYOR FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE USERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO THE ENGINEER, ARCHITECT OR SURVEYOR.

SURVEYORS & ENGINEERS: DANCH, HARNER & ASSOCIATES, INC. 1643 COMMERCE DRIVE SOUTH BEND, IN. 46628 (574) 234-4003

ATTN: MÍCHAEL DANCH



LAYOUT PLAN

REVISIONS CHECKED BY: DATE BY PROJ. MANGR: FILE #

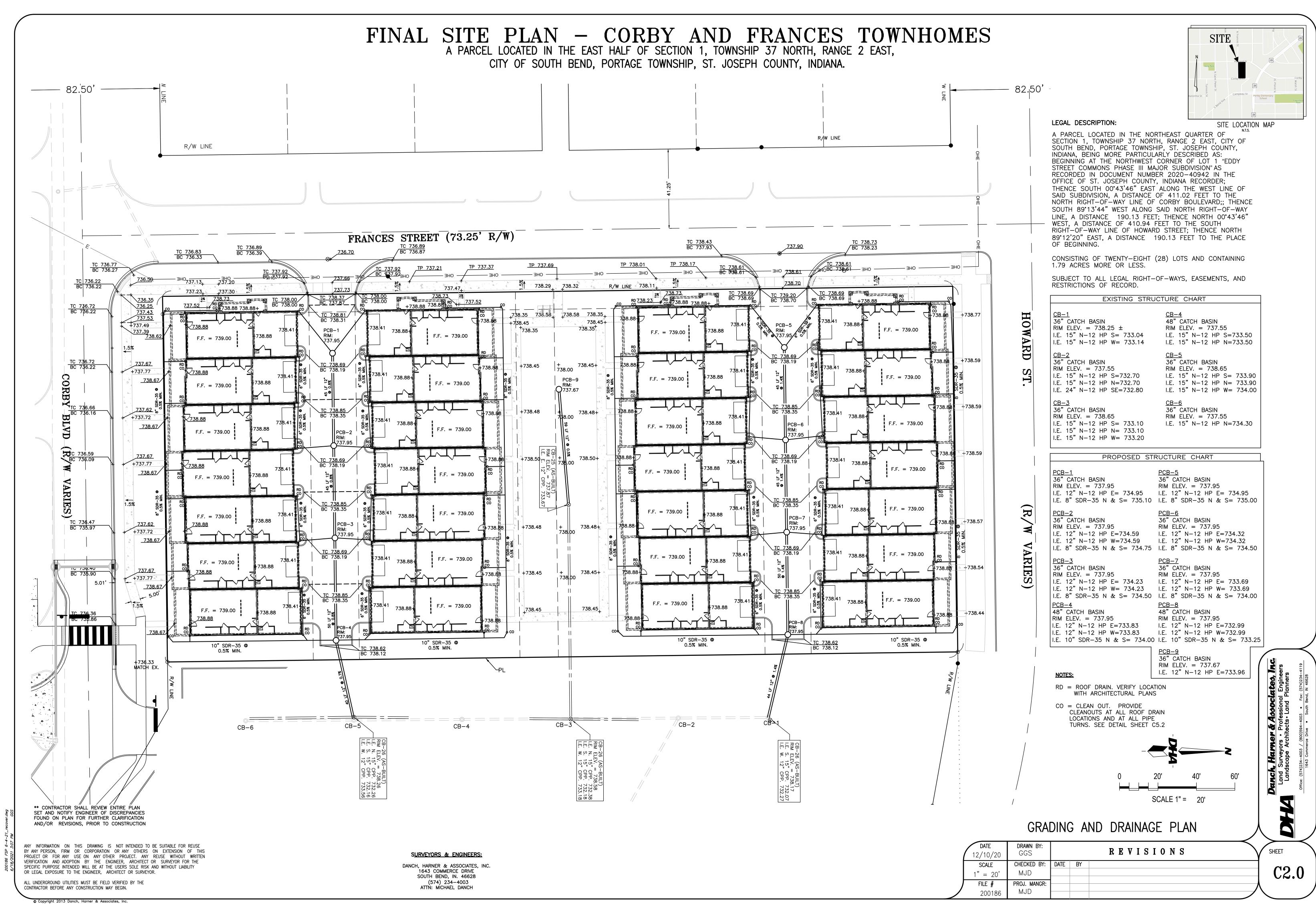
MJD

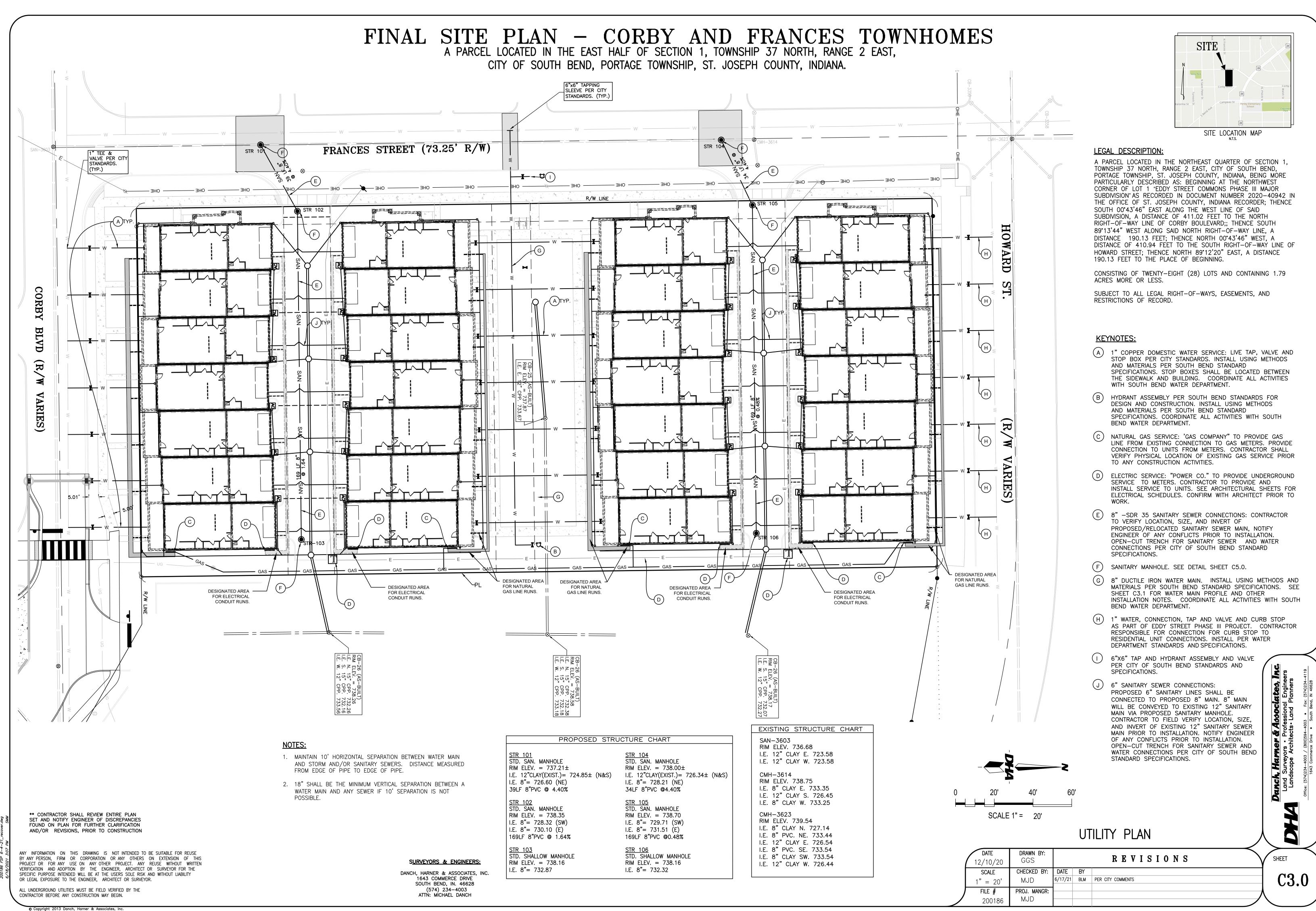
200186

SHEET

CONTRACTOR BEFORE ANY CONSTRUCTION MAY BEGIN. © Copyright 2013 Danch, Harner & Associates, Inc.

ALL UNDERGROUND UTILITIES MUST BE FIELD VERIFIED BY THE

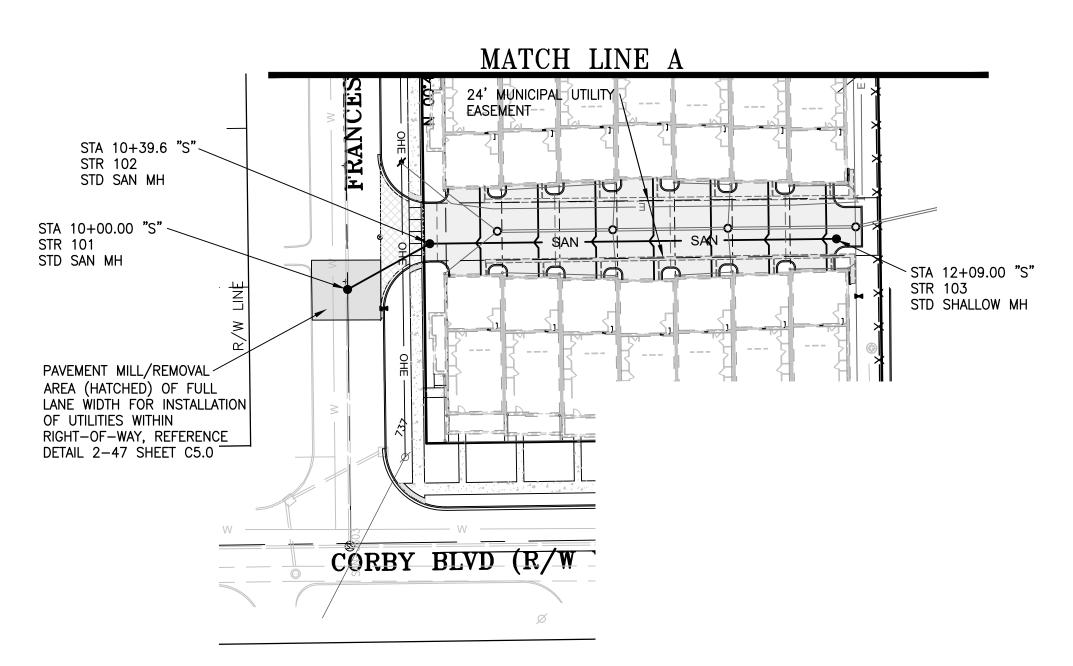


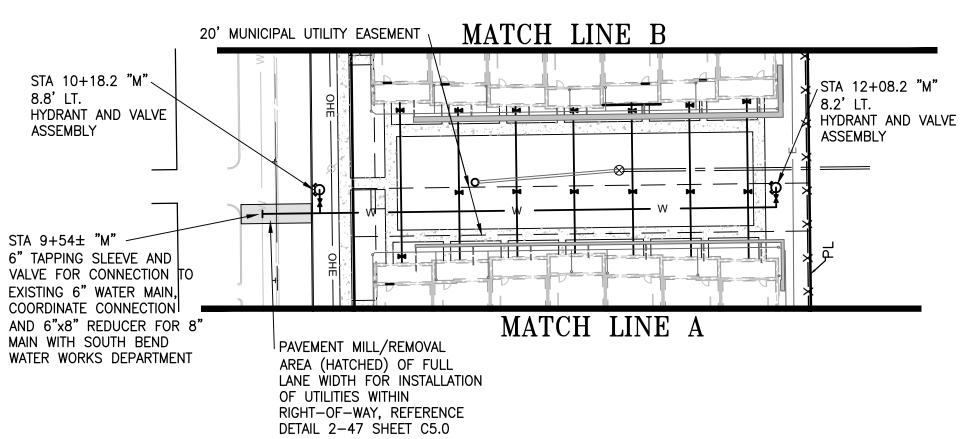


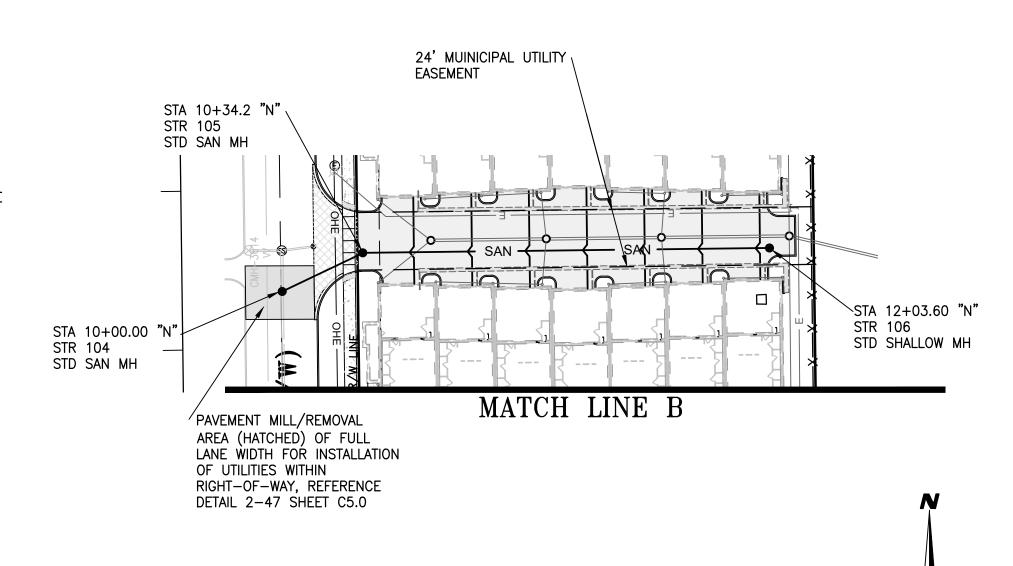
GENERAL NOTES

- ALL WORK WITHIN SOUTH BEND PUBLIC RIGHTS-OF-WAY AND DEDICATED EASEMENTS SHALL COMPLY WITH THE LATEST ENGINEERING DESIGN STANDARDS AND SPECIFICATIONS.
- 2. CONTRACTOR SHALL LOCATE UTILITIES PRIOR TO COMMENCING WORK AND IMMEDIATELY NOTIFY ENGINEER OF ANY DISCREPANCIES FOUND BEFORE CONTINUING WITH ANY OTHER WORK.
- 3. MAINTAIN 10' MINIMUM HORIZONTAL SEPARATION BETWEEN WATER MAIN AND STORM/SANITARY SEWER MAINS.
- 4. DISTURBED AREAS SHALL HAVE 4" TOPSOIL AND SEED.
- 5. INDIVIDUAL SERVICE TAPS AND METERS TO BE COORDINATED TO ALL TOWNHOMES WITH SOUTH BEND WATER DEPT.
- 6. FOR INSTALLATION OF WATER MAIN AND SEWER WITHIN THE STREET, FULL LANE WIDTH (CROSS-HATCH AREA) AND FULL DEPTH ASPHALT PAVEMENT REPLACEMENT SHALL BE THE SAME AS EXISTING PAVEMENT IN STREET.
- 7. ALL WORK WITHIN RIGHTS-OF-WAY AND EASEMENTS SHALL BE COORDINATED WITH CITY OF SOUTH BEND.
- 8. ALL IMPACTED STREET STRIPING, ARROWS, AND STOP BARS SHALL BE INSTALLED PER CURRENT LAYOUT.
- 9. WATER MAIN (PUBLIC) SHALL BE ENTIRELY WRAPPED IN POLYETHYLENE WRAP PER CITY SPECIFICATIONS.
- 10. PROVIDE 18" (MINIMUM) VERTICAL SEPARATION BETWEEN WATER MAIN AND ANY SEWER WHERE 10' SEPARATION DOES NOT OCCUR.

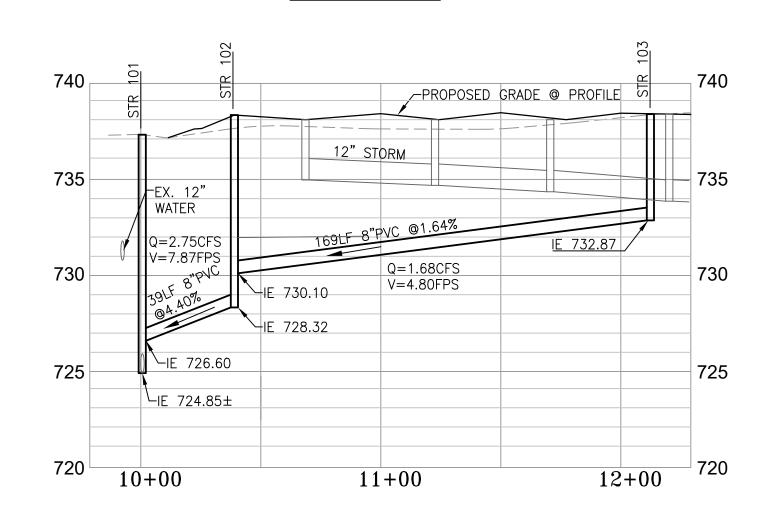
WATER AND SEWER MAIN EXTENSIONS - CORBY AND FRANCES TOWNHOMES



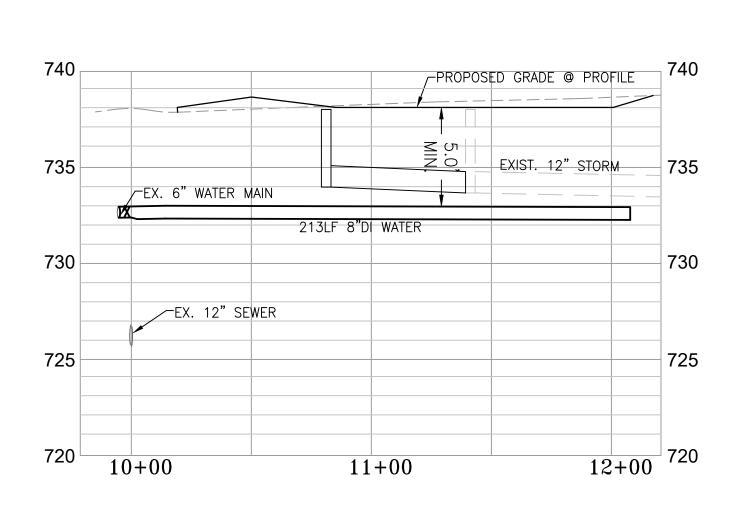




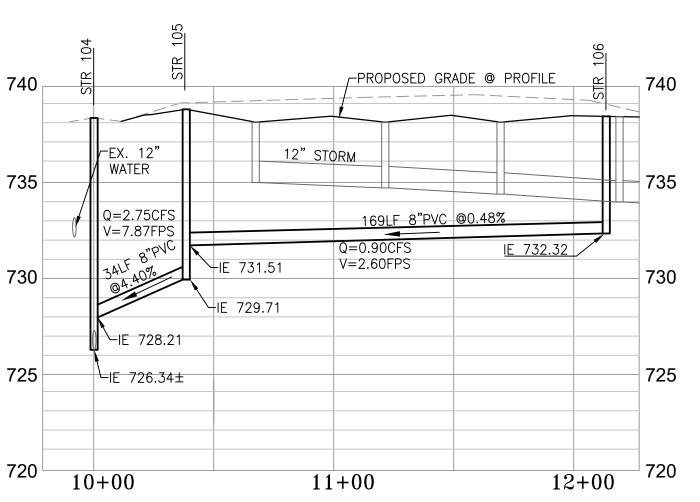
LINE "S"



LINE "M"



LINE "N"



SANITARY SEWER PROFILE

PROPOSED STRU	JCTURE CHART
STR 101	STR 104
STD. SAN. MANHOLE	STD. SAN. MANHOLE
RIM ELEV. = 737.21±	RIM ELEV. = 738.00±
I.E. 12"CLAY(EXIST.)= 724.85± (N&S)	I.E. 12"CLAY(EXIST.)= 726.34± (N&S)
I.E. 8"= 726.60 (NE)	I.E. 8"= 728.21 (NE)
39LF 8"PVC @ 4.40%	34LF 8"PVC @4.40%
STR 102	STR 105
STD. SAN. MANHOLE	STD. SAN. MANHOLE
RIM ELEV. = 738.35	RIM ELEV. = 738.70
I.E. 8"= 728.32 (SW)	I.E. 8"= 729.71 (SW)
I.E. 8"= 730.10 (E)	I.E. 8"= 731.51 (E)
169LF 8"PVC @ 1.64%	169LF 8"PVC @0.48%
STR 103	STR 106
STD. SHALLOW MANHOLE	STD. SHALLOW MANHOLE
RIM ELEV. = 738.16	RIM ELEV. = 738.16

I.E. 8"= 732.32

I.E. 8"= 732.87

WATER MAIN PROFILE

EXISTING STRUCTURE CHART <u>SAN-3603</u> RIM ELEV. 736.68 I.E. 12" CLAY E. 723.58 I.E. 12" CLAY W. 723.58 I.E. 12" CLAY N. 724.18 <u>CMH-3614</u> RIM ELEV. 738.75 I.E. 8" CLAY E. 733.35 I.E. 12" CLAY S. 726.45 I.E. 8" CLAY W. 733.25 <u>CMH-3623</u> RIM ELEV. 739.54 I.E. 8" CLAY N. 727.14 I.E. 8" PVC. NE. 733.44 I.E. 12" CLAY E. 726.54 I.E. 8" PVC. SE. 733.54

I.E. 8" CLAY SW. 733.54

I.E. 12" CLAY W. 726.44

SANITARY SEWER PROFILE

MUNICIPAL UTILITIES PLAN & PROFILES

PE60900529 STATE OF

SHEET

C3.1

SCALE 1" = 5' VERT.

DATE 6/3/21	DRAWN BY: BLM			REVISIONS
SCALE	CHECKED BY:	DATE	BY	
1" = 40'	MJD	6/17/21	BLM	PER CITY COMMENTS
FILE # 200186.5	PROJ. MANGR: JRB			

** CONTRACTOR SHALL REVIEW ENTIRE PLAN SET AND NOTIFY ENGINEER OF DISCREPANCIES FOUND ON PLAN FOR FURTHER CLARIFICATION AND/OR REVISIONS, PRIOR TO CONSTRUCTION

BY ANY PERSON. FIRM OR CORPORATION OR ANY OTHERS ON EXTENSION OF THIS PROJECT OR FOR ANY USE ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION AND ADOPTION BY THE ENGINEER, ARCHITECT OR SURVEYOR FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE USERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO THE ENGINEER, ARCHITECT OR SURVEYOR.

CONTRACTOR BEFORE ANY CONSTRUCTION MAY BEGIN. Copyright 2013 Danch, Harner & Associates, Inc.

ALL UNDERGROUND UTILITIES MUST BE FIELD VERIFIED BY THE

FINAL SITE PLAN — CORBY AND FRANCES TOWNHOMES A PARCEL LOCATED IN THE EAST HALF OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 2 EAST,

CITY OF SOUTH BEND, PORTAGE TOWNSHIP, ST. JOSEPH COUNTY, INDIANA.



SITE LOCATION MAP

GENERAL LANDSCAPE NOTES:

- 1. CONTRACTOR SHALL BE RESPONSIBLE TO NOTIFY ALL UTILITY COMPANIES AND VERIFY LOCATION OF ALL PRIVATE AND PUBLIC ON SITE UTILITIES PRIOR TO CONSTRUCTION.
- 2. CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION OF ALL SITE CONDITIONS WHICH MAY EFFECT THE LANDSCAPE PLANT MATERIALS AND SITE AMENITY INSTALLATION. CONTRACTOR ALSO MUST NOTIFY LANDSCAPE ARCHITECT OF CONDITIONS THAT MAY BE DETRIMENTAL TO HEALTHY PLANT DEVELOPMENT, OR MAY CAUSE VOID
- 3. CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ALL LANDSCAPE MATERIALS IN ACCORDANCE WITH THE LATEST EDITION OF THE "USA STANDARD FOR NURSERY STOCK", PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERY MEN, INC.
- 4. CONTRACTOR SHALL BE RESPONSIBLE FOR A MINIMUM OF (1) YEAR GUARANTEE FOR ALL PLANT MATERIALS FROM THE DATE OF SUBSTANTIAL COMPLETION. ANY DEAD PLANT MATERIALS SHALL BE REPLACED WITH MATERIAL EQUAL IN SIZE AND QUALITY AS LISTED IN THE MASTER PLANT LIST. ALL COST FOR REPLACING PLANT MATERIALS WITHIN THE
- 5. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH OTHER WORK DISCIPLINES TO ENSURE NO CONFLICT BETWEEN WORK TYPES.
- 6. ALL DECIDUOUS TREES AND EVERGREEN TREES SHALL BE BALLED AND BURLAP UNLESS OTHERWISE NOTED.
- 7. ALL SHRUBS MAY BE CONTAINER GROWN OR BALLED AND BURLAP.

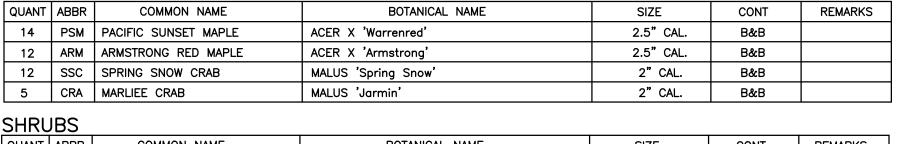
GUARANTEE PERIOD WILL BE AT THE RESPONSIBILITY OF THE CONTRACTOR.

- 8. THE CALIPER SIZE LISTED ON THE MASTER PLANT LIST INDICATES THE DIAMETER OF THE TRUNK TAKEN AT 6" ABOVE
- 9. SPACE PLANT MATERIALS AS INDICATED ON MASTER PLANT LIST OR PER PROPER HORTICULTURAL
- 10. CONTRACTOR SHALL PROVIDE A TWO YEAR STRAIGHTENING GUARANTEE IN LIEU OF STACKING AND GUYING TREES. 11. CONTRACTOR SHALL VERIFY QUANTITIES OF PROPOSED PLANT MATERIALS AND SITE AMENITIES SHOW ON THE
- MASTER MATERIALS LIST AND PLANS. IF A DISCREPANCY APPEARS, THE ACTUAL COUNT ON THE PLANS SHALL 12. KEEP BALLED AND CONTAINER PLANT MATERIAL WATERED UNTIL THEY ARE PLANTED. IF PLANTS CANNOT BE PLANTED

IMMEDIATELY, THEY SHOULD BE HEELED IN AND COVERED WITH MULCH UNTIL TIME OF PLANTING.

- 13. CONDUCT SOILS TEST TO VERIFY FERTILITY OF TOPSOIL. AMEND SOIL IF PH IS LESS THAN 5.0 OR GREATER THAN 7.5. MAKE OTHER ADJUSTMENTS AS SOIL ANALYSIS INDICATES. ALL FINE GRADE SOIL PREPARATION OF PLANTINGAND
- LAWN AREAS SHALL BE PERFORMED BY THE LANDSCAPE CONTRACTOR UNLESS OTHERWISE SPECIFIED. 14. TOPSOIL DEPTH TO BE A MINIMUM OF 6" IN ALL PLANTING BEDS AND 3" IN LAWN AREAS. GENERAL CONTRACTOR IS TO SUPPLY
- TOPSOIL TO THESE STANDARDS AND PROVIDE FINISH GRADE. LANDSCAPE CONTRACTOR TO PROVIDE FINAL GRADE FOR SEED APPLICATION AND PLANT MATERIAL INSTALLATION. TOPSOIL TO BE CLEAN FRIABLE LOAM FROM LOCAL SOURCE AND FREE FROM STONES AND DEBRIS OVER 3/4" IN DIAMETER. TOPSOIL MUST BE FREE FROM TOXINS AND HERBICIDES.
- 15. LANDSCAPE BEDS SHALL BE DEFINED BY COMMERCIAL GRADE 5" BLACK VINYL EDGING, PRODUCED BY AN ESTABLISHED MANUFACTURER OR APPROVED EQUAL.
- 16. LANDSCAPE BEDS TO RECEIVE 3"- 4" INDUSTRY STANDARD SHREDDED HARDWOOD BARK MULCH.
- 17. ALL TREES NOT INCORPORATED INTO THE LANDSCAPE BEDS ARE TO RECEIVE A 3' RADIUS MULCH RING, 3" DEEP.
- 18. APPLY PRE-EMERGENT HERBICIDE TO ALL LANDSCAPE BEDS PRIOR TO MULCHING.
- 19. HYDROSEED: INSTALL HYDROSEED PER COMMON INDUSTRY STANDARDS WHERE INDICATED ON PLANS.
 - 31.00% KENTUCKY BLUE 31.50% CREEPING RED FESCUE
- 20. ALL LANDSCAPE & LAWN AREAS SHALL BE 100% IRRIGATED. IRRIGATION CONTRACTOR SHALL INSTALL ALL REQUIRED IRRIGATION STRUCTURES, PIPES, TAPS, VALVES, WIRING, BACK FLOW PREVENTERS, METERS, ETC. ALL UNDER PAVEMENT SLEEVES SHALL BE COORDINATED AND INSTALLED PRIOR TO PAVEMENT INSTALLATION BY THE SITE CONTRACTOR. ALL IRRIGATION PLANS ARE TO BE DESIGN BY A CERTIFIED IRRIGATION DESIGNER AND APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO ANY INSTALLATION.

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	1(PSM)— 1(PSM)— 1(PSM)—	FRANCES STREET (73.25' R/W	1(PSM)— 1(PSM)	M) 1(PSM) 1(PSM)	1(PSM)————————————————————————————————————
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BY BLVD	1(ARM) - 03		1(SSC) 1(SSC)	31.73'	
(R/W VA	1(ARM)	31.68'	CB-25 (AS-BUICT) 1(SSC) 1(SSC)	31.71'	2 - 1(ARM)
ARIES)		29.64'	1(ssd) 1(ssc)	29.70'	, oo (R) W
	1(ARM) 5.01'	SEE SHEET C4.2FOR FOUNDATION PLANTINGS		EE SHEET C4.1 OR FOUNDATION PLANTINGS A' TYP. 4' TYP.	SEE SHEET C4.1 FOR FOUNDATION
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SHRU	JBS					
QUANT	ABBR	COMMON NAME	BOTANICAL NAME	SIZE	CONT	REMARKS
180	вох	KOREAN BOXWOOD	BUXUS microphylla korena	18" HT.	5 GAL.	
16	GFS	GOLD FLAME SPIRAEA	SPIRAEA x bumalda 'Gold Flame'	18" HT.	5 GAL.	
24	YEW	SEBIAN YEW	TAXUS x media 'Sebian'	24" HT.	B&B	
20	NFS	NEON FLASH SPIRAEA	SPIRAEA japonica 'Neon Flash'	24" HT.	5 GAL.	
114	LPS	LITTLE PRINCESS SPIRAEA	SPIRAEA japonica 'Little Princess'	18" HT.	5 GAL.	
32	AZA	GIRARD PLEASANT WHITE AZALEA	AZALEA 'Girard Pleasant White'	24" HT.	5 GAL.	
20	RHO	PURPLE GEM RHODODENDRON	RHODODENDRON 'Purple Gem'	24" HT.	5 GAL.	
16	VIR	MOHAWK VIRURNUM	VIBURNUM v burwoodii 'Mohawk'	36" HT	5 GAI	

PERENNIALS/GROUNDCOVER

ALL UNDERGROUND UTILITIES MUST BE FIELD VERIFIED BY THE

CONTRACTOR BEFORE ANY CONSTRUCTION MAY BEGIN.

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		•				
QUANT	ABBR	COMMON NAME	BOTANICAL NAME	SIZE	CONT	REMARKS
298	DAY	HAPPY RETURNS DAYLILLY	HEMEROCALLIS 'Happy Returns'	12" HT.	1 GAL	
331	HOS	FRANCEE HOSTA	HOSTA fortunei 'Francee'	12" HT.	1 GAL	
516	AJU	BURGUNDY GLOW AJUGA	AJUGA reptans 'Burgandy Glow'	2 1/4"	PEATPOT	8" SPACING
426	PAC	PACHYSANDRA	PACHYSANDRA terminalis	2 1/4"	PEATPOT	8" SPACING

ANY INFORMATION ON THIS DRAWING IS NOT INTENDED TO BE SUITABLE FOR REUSE BY ANY PERSON, FIRM OR CORPORATION OR ANY OTHERS ON EXTENSION OF THIS SET AND NOTIFY ENGINEER OF DISCREPANCIES PROJECT OR FOR ANY USE ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN FOUND ON PLAN FOR FURTHER CLARIFICATION VERIFICATION AND ADOPTION BY THE ENGINEER, ARCHITECT OR SURVEYOR FOR THE AND/OR REVISIONS, PRIOR TO CONSTRUCTION SPECIFIC PURPOSE INTENDED WILL BE AT THE USERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO THE ENGINEER, ARCHITECT OR SURVEYOR.

 THIN BRANCHES AND FOLIAGE (NOT ALL BRANCH TIPS) BY 1/3, RETAINING NORMAL PLANT SHAPE (EXCEPT EVERGREEN). 3. REMOVE BURLAP FROM TOP 1/3 OF BAI OR WITH CONTAINER PLANTS REMOVE POTS AND SPLIT BALLS AS SPECIFIED. 1 EVERGREEN SHRUB PLANTING EVERGREEN TREE PLANTING 3 SHRUB PLANTING 4 TREE PLANTING

LEGAL DESCRIPTION:

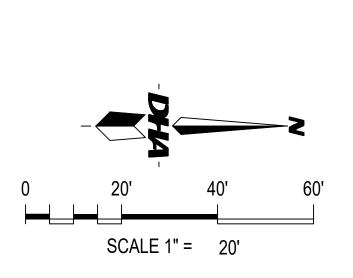
A PARCEL LOCATED IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 2 EAST, CITY OF SOUTH BEND, PORTAGE TOWNSHIP, ST. JOSEPH COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1 "EDDY STREET COMMONS PHASE III MAJOR SUBDIVISION" AS RECORDED IN DOCUMENT NUMBER 2020-40942 IN THE OFFICE OF ST. JOSEPH COUNTY, INDIANA RECORDER; THENCE SOUTH 00°43'46" EAST ALONG THE WEST LINE OF SAID SUBDIVISION, A DISTANCE OF 411.02 FEET TO THE NORTH RIGHT-OF-WAY LINE OF CORBY BOULEVARD;; THENCE SOUTH 89°13'44" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE 190.13 FEET; THENCE NORTH 00°43'46" WEST, A DISTANCE OF 410.94 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF HOWARD STREET; THENCE NORTH 89°12'20" EAST, A DISTANCE 190.13 FEET TO THE PLACE OF BEGINNING.

CONSISTING OF TWENTY-EIGHT (28) LOTS AND CONTAINING 1.79 ACRES MORE OR LESS.

SUBJECT TO ALL LEGAL RIGHT-OF-WAYS, EASEMENTS, AND RESTRICTIONS OF RECORD.

SURVEYORS & ENGINEERS:

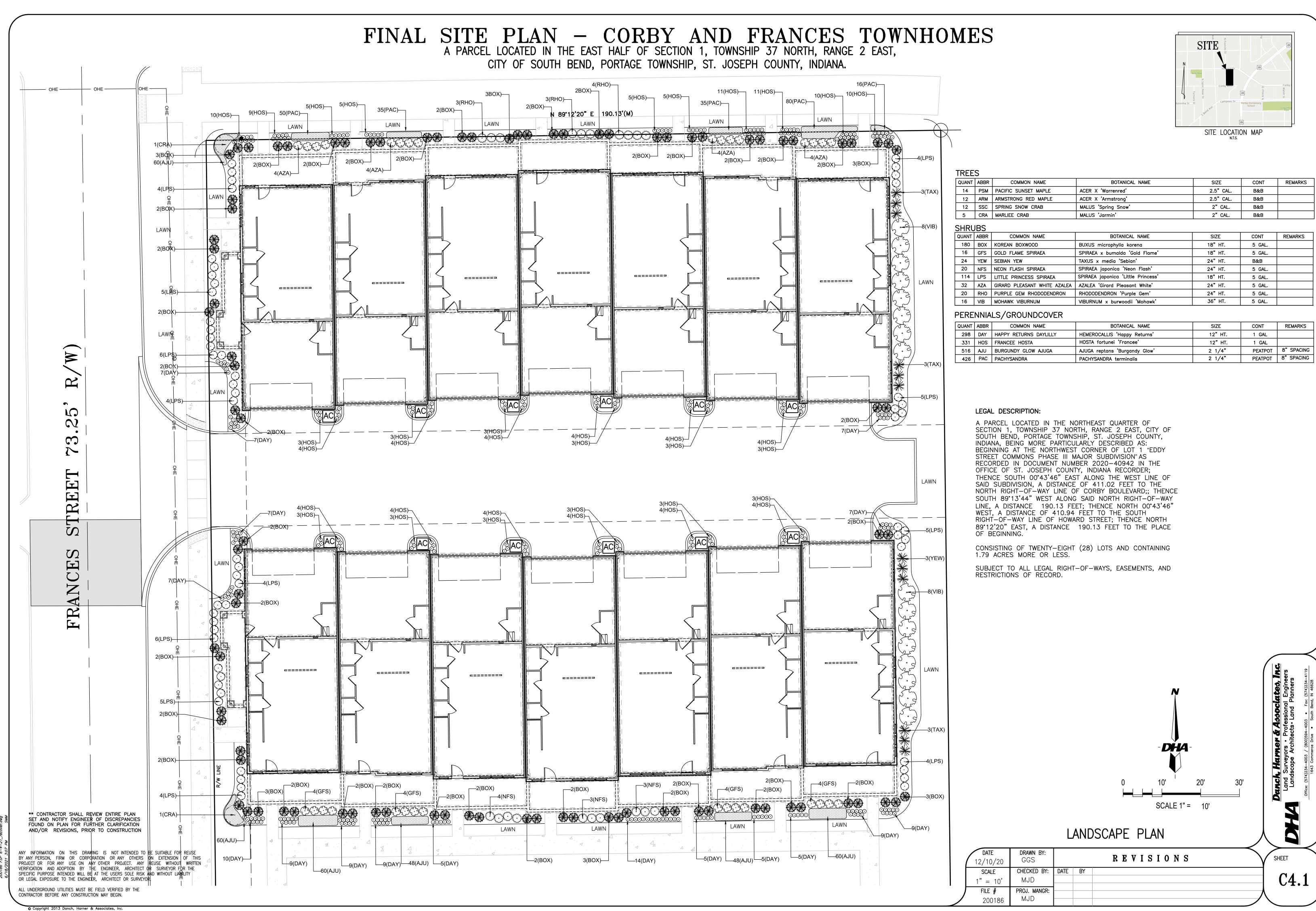
DANCH, HARNER & ASSOCIATES, INC. 1643 COMMERCE DRIVE SOUTH BEND, IN. 46628 (574) 234-4003 ATTN: MÍCHAEL DANCH

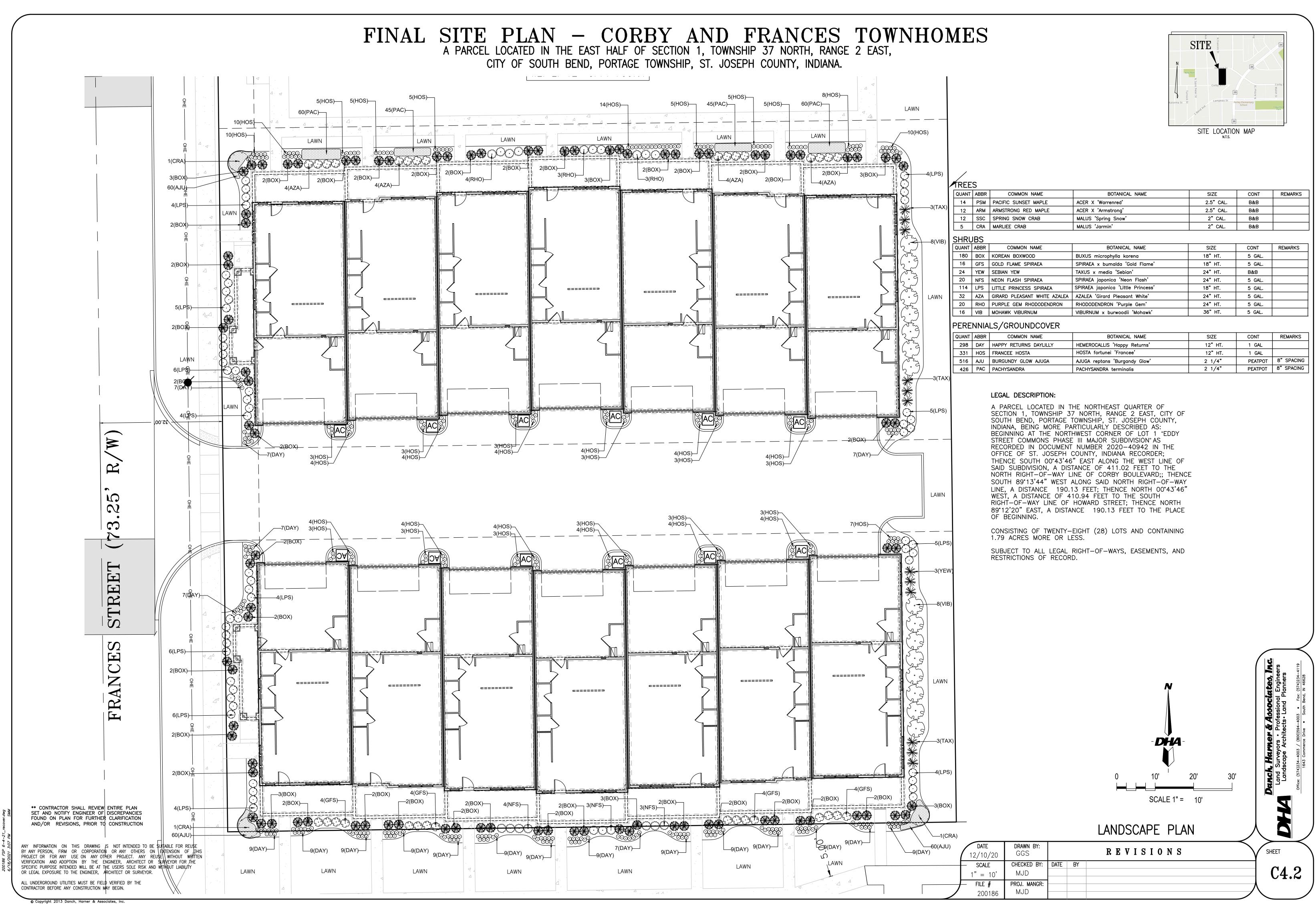


LANDSCAPE PLAN

DATE 12/10/20	DRAWN BY: GGS			REVISIONS
SCALE 1" = 20'	CHECKED BY: MJD	DATE	BY	
FILE # 200186	PROJ. MANGR: MJD			

SHEET

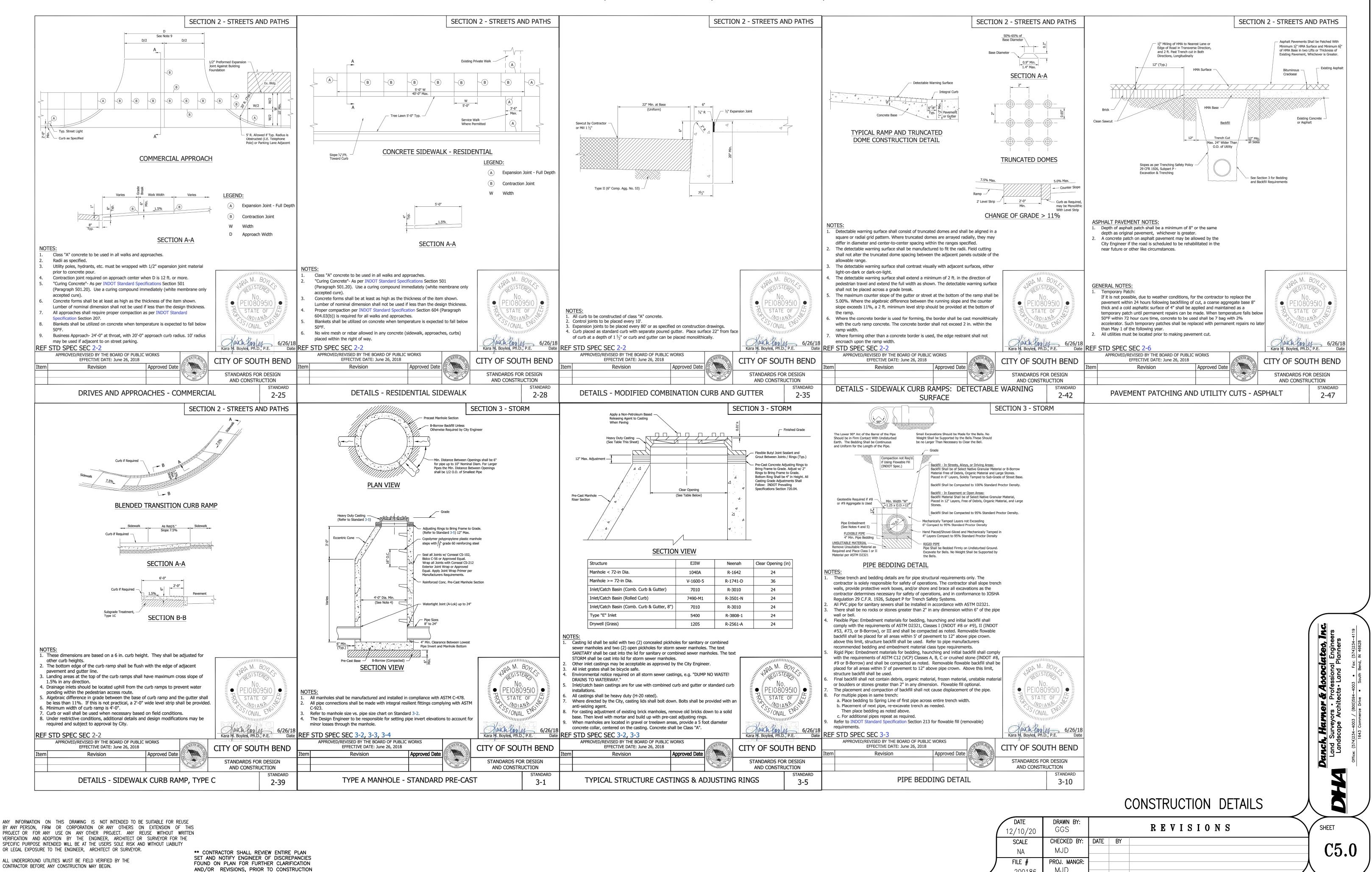




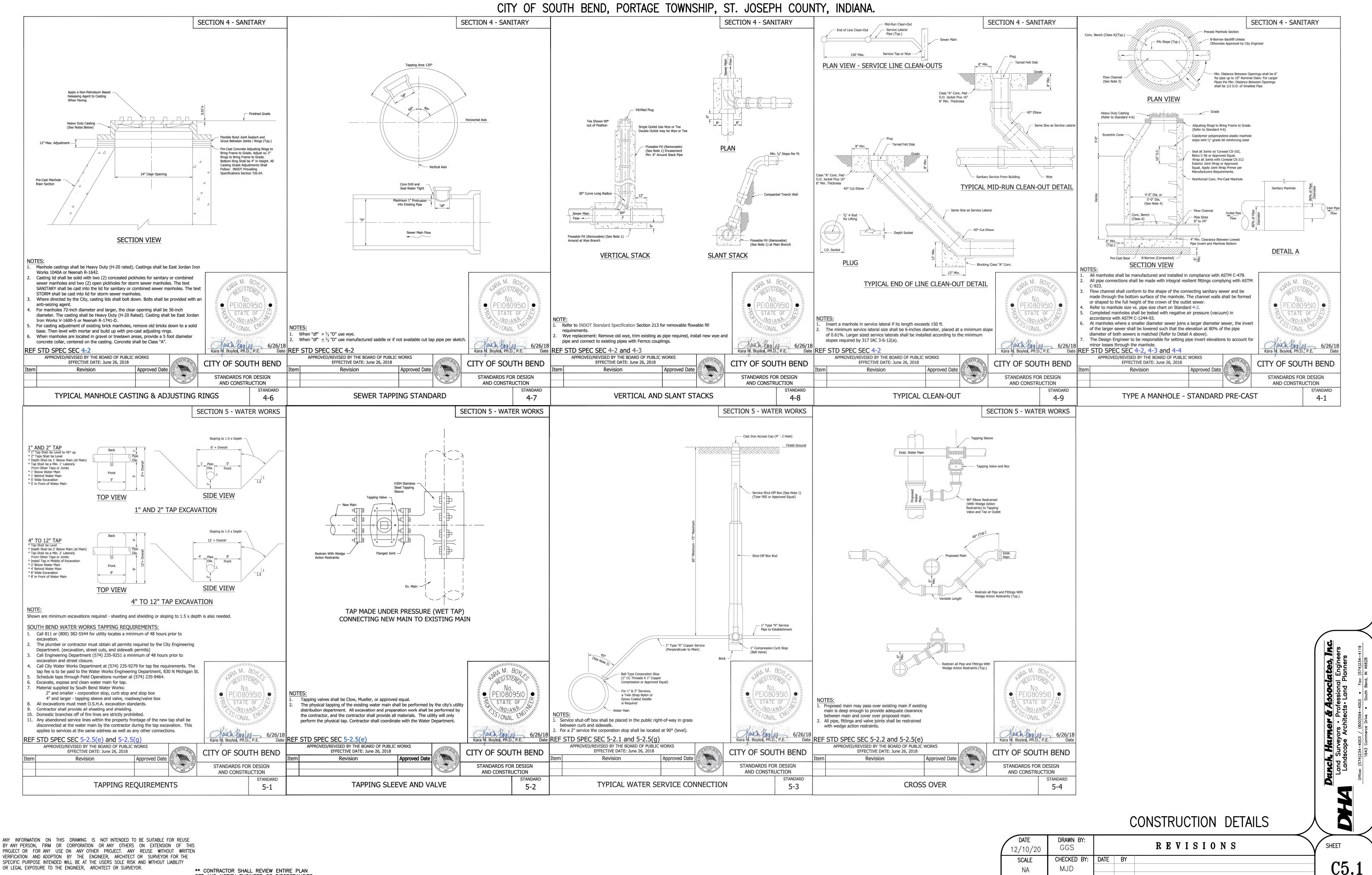
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FINAL SITE PLAN — CORBY AND FRANCES TOWNHOMES A PARCEL LOCATED IN THE EAST HALF OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 2 EAST,

CITY OF SOUTH BEND, PORTAGE TOWNSHIP, ST. JOSEPH COUNTY, INDIANA.



FINAL SITE PLAN — CORBY AND FRANCES TOWNHOMES A PARCEL LOCATED IN THE EAST HALF OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 2 EAST,



ANY INFORMATION ON THIS DRAWING IS NOT INTENDED TO BE SUITABLE FOR REUSE VERIFICATION AND ADOPTION BY THE ENGINEER, ARCHITECT OR SURVEYOR FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE USERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO THE ENGINEER, ARCHITECT OR SURVEYOR.

ALL UNDERGROUND UTILITIES MUST BE FIELD VERIFIED BY THE

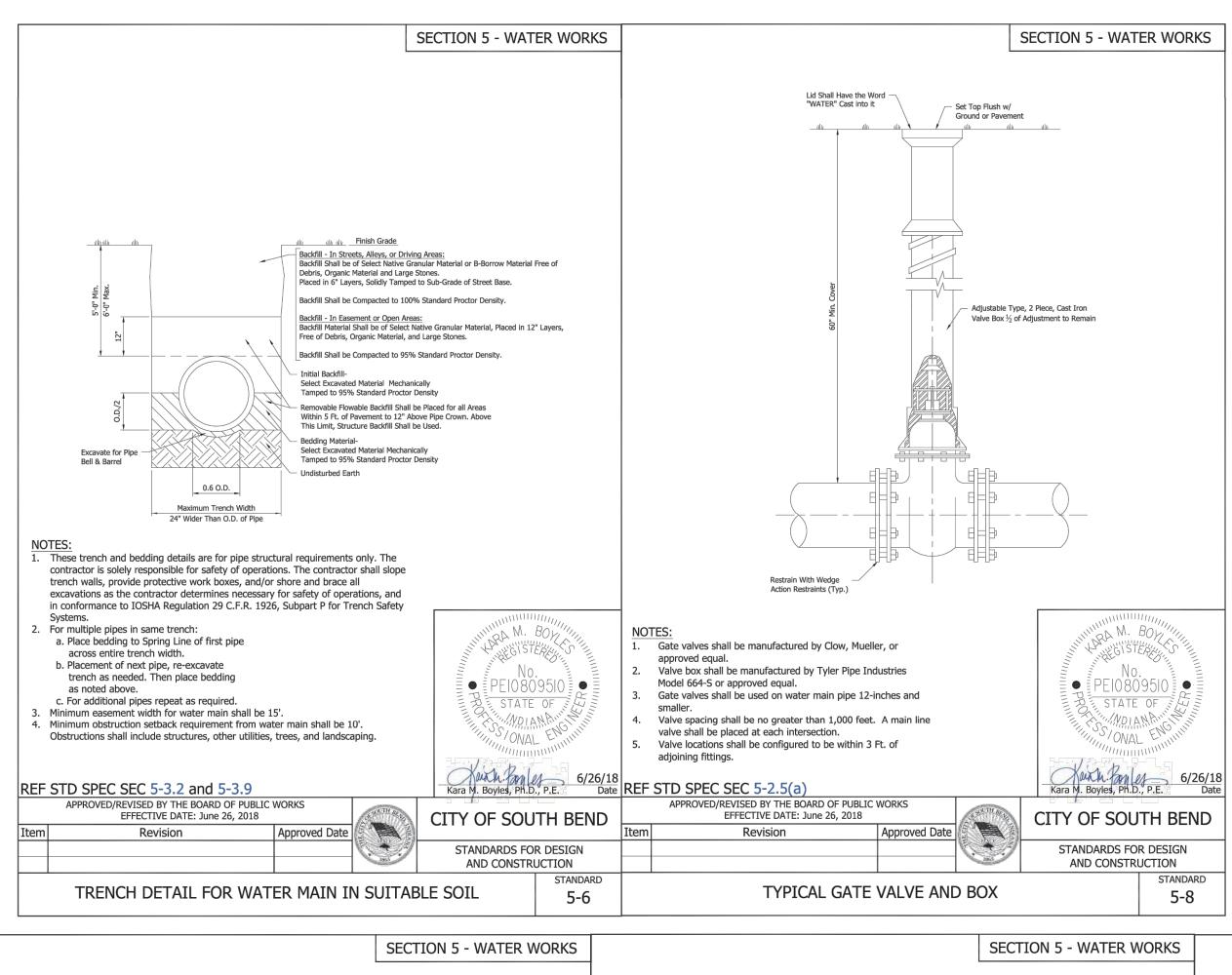
CONTRACTOR BEFORE ANY CONSTRUCTION MAY BEGIN.

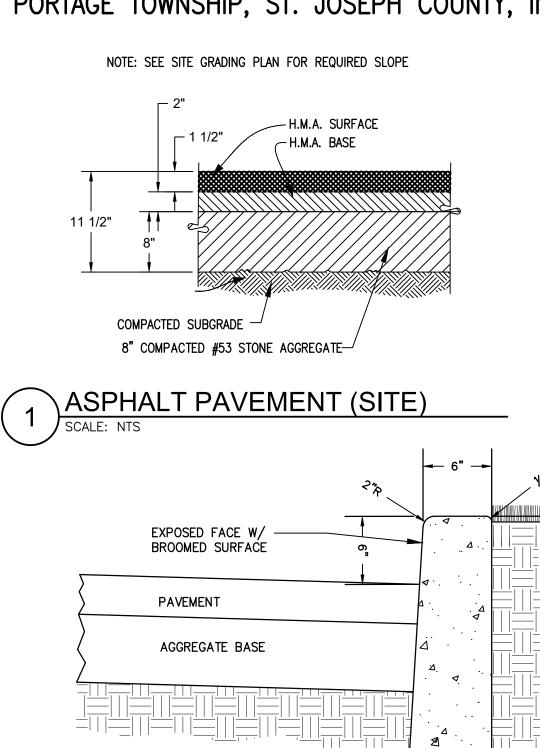
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SET AND NOTIFY ENGINEER OF DISCREPANCIES FOUND ON PLAN FOR FURTHER CLARIFICATION AND/OR REVISIONS, PRIOR TO CONSTRUCTION PROJ. MANGR:

FINAL SITE PLAN — CORBY AND FRANCES TOWNHOMES A PARCEL LOCATED IN THE EAST HALF OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 2 EAST,

CITY OF SOUTH BEND, PORTAGE TOWNSHIP, ST. JOSEPH COUNTY, INDIANA.

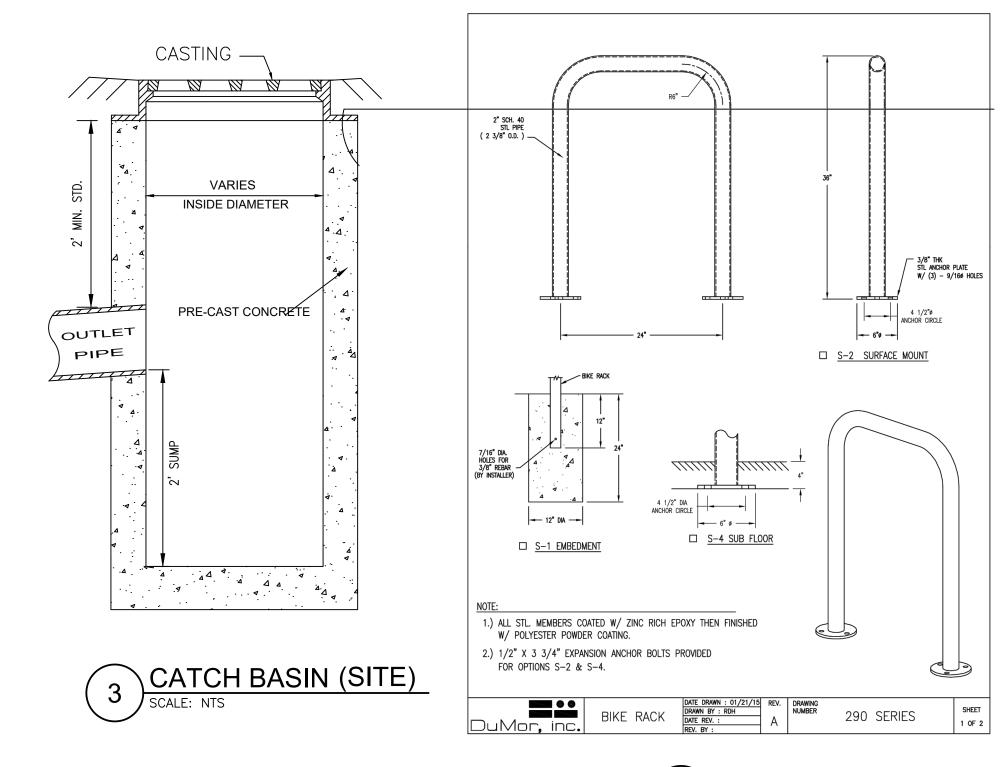


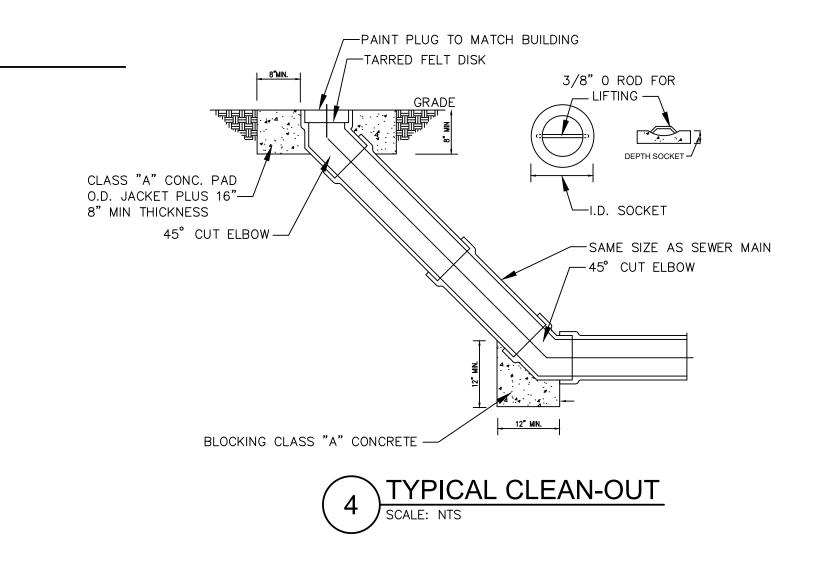


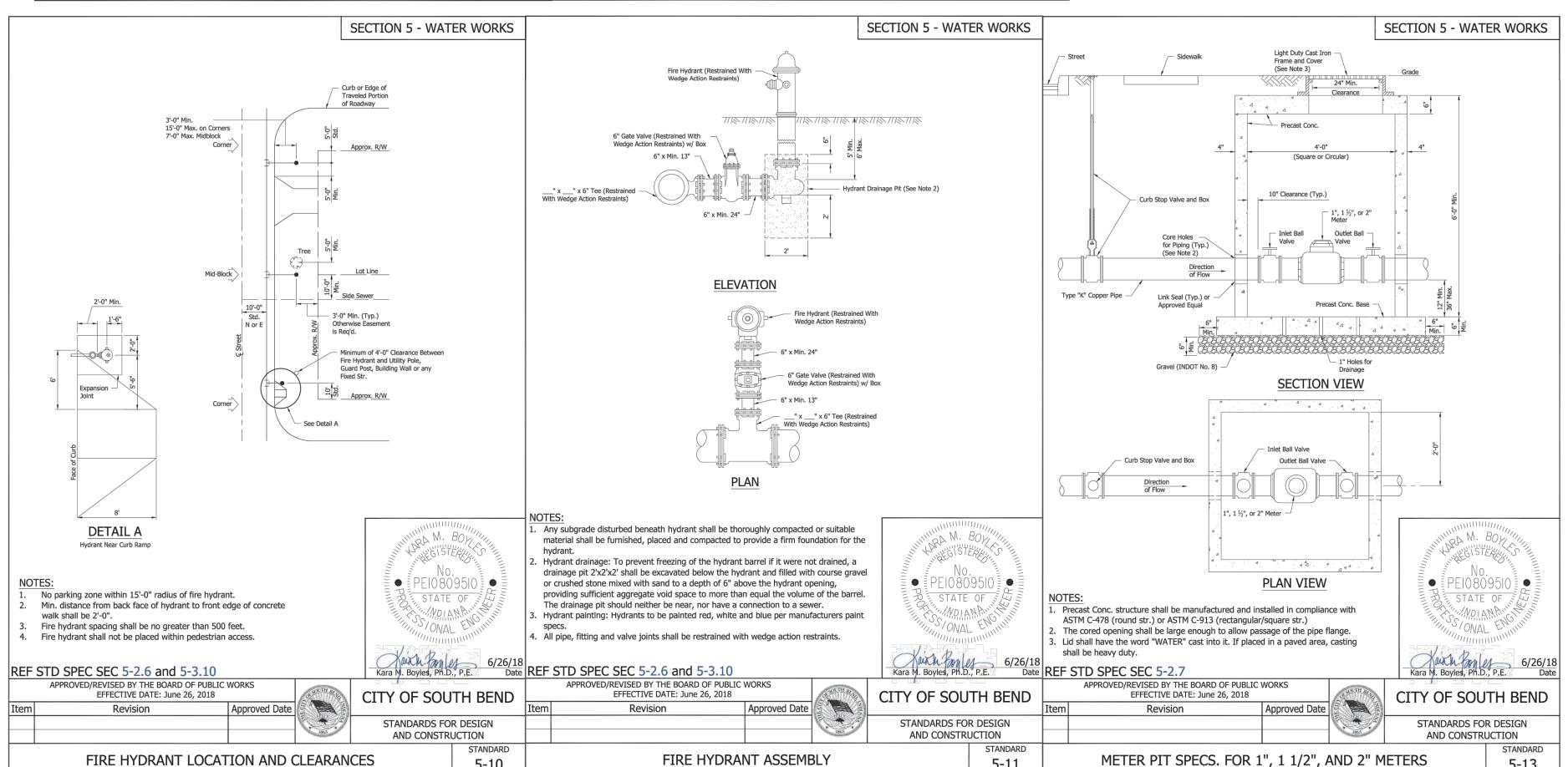
7-1/2"

5-13

STANDARD CURB (SITE)







5-11

CONSTRUCTION DETAILS

SHEET

REVISIONS CHECKED BY: | DATE | BY SCALE PROJ. MANGR:

5-10

ALL UNDERGROUND UTILITIES MUST BE FIELD VERIFIED BY THE

CONTRACTOR BEFORE ANY CONSTRUCTION MAY BEGIN.

FINAL SITE PLAN - CORBY AND FRANCES TOWNHOMES

A PARCEL LOCATED IN THE EAST HALF OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 2 EAST, CITY OF SOUTH BEND, PORTAGE TOWNSHIP, ST. JOSEPH COUNTY, INDIANA.

UTILITY NOTES:

MATERIAL REQUIREMENTS:

SANITARY SEWER, STORM SEWER, AND WATER LINES MATERIAL NOTE:

1. ALL WATER PIPE 2" AND SMALLER SHALL BE TYPE 'K' COPPER.

2. ALL WATER PIPE 2 1/2" AND LARGER SHALL BE CLASS 52 DUCTILE IRON.

3. ALL STORM SEWERS SHALL BE TESTED FOR LEAKAGE IN ACCORDANCE WITH CITY STANDARDS PRIOR TO ACCEPTANCE BY THE OWNER - THE ENGINEER SHALL WITNESS THE TESTS. COPIES OF THE TEST RESULTS SHALL BE FURNISHED TO THE OWNER, THE CITY AND THE ENGINEER.

4. ALL STORM SEWER SHALL BE CLASS III RCP OR HDPE DOUBLE WALL.

5. ALL SANITARY SEWER SHALL BE ESVCP (ASTM C700), OR SDR 35 PVC (ASTM D3034). ESVCP JOINTS SHALL CONFORM TO ASTM C425. PVC PIPE JOINTS SHALL CONFORM TO ASTM D3212 AND ASTM F477.

6. ALL MANHOLES SHALL BE REINFORCED CONCRETE PRECAST (ASTM C478).

BACKFLOW / CROSS CONNECTION REQUIREMENTS:

1. USE RPZ ON DOMESTIC LINES, INSIDE BUILDING. THE RPZ SHALL BE MOUNTED IN A HORIZONTAL ORIENTATION.

2. USE DDCV ON FIRE LINES. THE DDCV SHALL BE LISTED ON THE USC APPROVED LIST. MOUNT IN APPROVED ORIENTATION.

3. USE PVB ON LAWN SPRINKLER LINES.

SANITARY SEWER, STORM SEWER, AND WATER LINES GENERAL NOTES:

1. ALL LOCAL PERMITS SHALL BE OBTAINED BEFORE CONSTRUCTION IS BEGUN ON

2. IF POLLUTION OR NUISANCE CONDITIONS ARE CREATED, IMMEDIATE CORRECTIVE ACTION SHALL BE TAKEN BY THE PERMITTEE.

3. SEWER TO WATER MAIN SEPARATION DISTANCES SHALL COMPLY WITH SECTION 38 OF THE RECOMMENDED STANDARDS FOR WASTEWATER FACILITIES, 2004 EDITION & IDEM REGULATIONS. SEE ITEM 8 BELOW.

4. ALL TRENCHES SHALL BE DEWATERED USING DEEP WELLS OR WELL POINTS PRIOR TO EXCAVATION. IF NEEDED, THE CONTRACTOR SHALL PROVIDE SHEETING, SHORING, BRACING AND/OR A TRENCH BOX, IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REGULATIONS, FOR ALL EXCAVATION WORK.

5. MINIMUM COVER FOR WATER LINES IS 5.0 FT.

6. P.V.C. SANITARY SEWERS SHALL BE TESTED FOR DEFLECTION USING A MANDRELL WHICH IS 95% OF THE INSIDE DIAMETER OF THE PIPE, AS DEFINED IN THE APPLICABLE A.S.T.M. STANDARDS. ANY PIPE FAILING THE TEST SHALL BE RE-EXCAVATED AND REPLACED, SO THAT ALL COMPLETED PIPE PASSES A RETEST. THE DEFLECTION TEST SHALL BE PERFORMED NOT LESS THAN 30 DAYS AFTER BACKFILL OF THE TRENCHES. ALL OTHER DETAILS OF THE MANDRELL TEST SHALL BE IN ACCORDANCE WITH "TEN STATES" STANDARDS AND IDEM REGULATIONS.

7. ALL SANITARY SEWERS SHALL BE TESTED FOR INFILTRATION OR EXFILTRATION HYDROSTATICALLY, WITH A MINIMUM TESTING HEAD OF 2 FEET, TAKING INTO CONSIDERATION THE STATIC GROUNDWATER ELEVATION WITH RESPECT TO THE PIPE AT THE TIME OF THE TEST. THE MAXIMUM ALLOWABLE LEAKAGE SHALL BE 200 GALLONS PER DAY PER INCH DIAMETER PER

8. ALL SANITARY SEWERS LAID PARALLEL TO WATER MAINS SHALL BE MAINS. WHENEVER A SANITARY SEWER CROSSES A WATER MAIN, THE MINIMUM VERTICAL SEPARATION SHALL BE 18", ALL IN ACCORDANCE WITH IDEM REGULATIONS AND "TEN STATES STANDARDS".

9. THE RESULTS OF ALL TESTS ON THE COMPLETED SEWER SHALL BE SUBMITTED TO DANCH, HARNER & ASSOCIATES, INC. WITHIN THREE MONTHS OF COMPLETION OF CONSTRUCTION.

10. ALL NEW WATER LINES, INCLUDING NEW FIRE HYDRANT, SHALL BE DISINFECTED IN ACCORDANCE WITH CITY, STATE AND FEDERAL REGULATIONS. THE NEW LINES SHALL BE FLUSHED PRIOR TO DISINFECTION. COPIES OF ACCEPTABLE BACTERIAL TEST RESULTS SHALL BE FURNISHED TO THE OWNER, THE ENGINEER AND THE CITY PRIOR TO ACTIVATING THE NEW WATER PIPING.

11. ALL WATER LINES SHALL BE PRESSURE TESTED @ 150 PSI FOR 2

12. DUCTILE IRON WATER MAIN PIPES, VALVES, AND ASSOCIATED FITTINGS SHALL BE ENCASED (WRAPPED) IN POLYETHYLENE PER CITY SPECIFICATIONS,

13. ALL SANITARY SEWER MANHOLES SHALL BE INSPECTED AFTER COMPLETION FOR GENERAL CONDITION, CRACKS, LEAKAGE OF GROUNDWATER OR OTHER DEFECTS. THE MANHOLE SHALL BE TESTED FOR WATER TIGHTNESS IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF TEN STATES STANDARDS, LATEST EDITION, AND IDEM REGULATIONS.

14. NO ROOF DRAINS, FOOTING DRAINS AND/OR SURFACE WATER DRAINS MAY BE CONNECTED TO THE SANITARY SEWER SYSTEM INCLUDING TEMPORARY CONNECTIONS DURING CONSTRUCTION.

15. SANITARY FEATURES SHALL COMPLY WITH ANY ADDITIONAL REQUIREMENTS OF THE ST. JOSEPH COUNTY HEALTH DEPARTMENT, AND/OR THE CITY OF SOUTH BEND.

PHONE. GAS. ELECTRIC. CATV UTILITY AND IRRIGATION SLEEVE NOTES:

CONTRACTOR IS TO UNCOVER AND CONFIRM ALL TAP LOCATIONS. IF DISCREPANCIES EXIST, NOTIFY ENGINEER PRIOR TO COMMENCING WORK.

2. CONTRACTOR IS TO COORDINATE ALL UTILITY CONNECTIONS WITH THE APPROPRIATE UTILITY COMPANIES.

3. ROUTINGS SHOWN ARE APPROXIMATE.

4. CONTRACTOR IS TO COORDINATE AND ASSURE THAT ANY REQUIRED IRRIGATION SLEEVES ARE PLACED PRIOR TO PAVING.

5. TELEPHONE, ELECTRIC AND TV ROUTINGS ARE TO BE COORDINATED WITH THE APPROPRIATE UTILITIES. CONTRACTOR IS TO PROVIDE CONDUIT UNDER PAVED AREAS AS REQUIRED BY THE APPROPRIATE UTILITY.

6. GRANULAR BACKFILL MATERIAL IS REQUIRED IN ALL UTILITY TRENCHES LOCATED UNDER PAVEMENT OR SIDEWALKS. BACKFILL SHALL BE COMPACTED TO 100% OF STANDARD PROCTOR DENSITY PER SOILS REPORT.

UTILITY INFORMATION:

THE ENGINEER HAS INDICATED UNDERGROUND UTILITIES ON THESE PLANS BASED UPON INFORMATION PROVIDED BY THE VARIOUS UTILITIES. THE ACCURACY AND COMPLETENESS OF THIS INFORMATION IS UNKNOWN AND THE ENGINEER ACCEPTS NO LIABILITY FOR UTILITY INFORMATION. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING HIS WORK WITH THE UTILITIES, PROTECTING ALL UTILITIES, PAYING ALL COSTS FOR DAMAGE TO UTILITY FACILITIES, AND RESTORING ALL UTILITIES TO A CONDITION WHICH IS BETTER THAN THE ORIGINAL CONDITION AT THE START OF THIS PROJECT. THE CONTRACTOR SHALL NOT BEGIN UNDERGROUND WORK UNTIL ALL UTILITIES HAVE BEEN ACCURATELY LOCATED ON THE GROUND.

GRADING, DRAINAGE & PAVING NOTES:

PAVING. STRIPING & CURB NOTES

1. WORKMANSHIP AND MATERIALS FOR ALL PAVING TO CONFORM TO STATE AND LOCAL STANDARD DRAWINGS AND SPECIFICATIONS, LATEST EDITION.

2. PARKING LOT SUBGRADE SHALL BE FINE GRADED TO ASSURE POSITIVE DRAINAGE AWAY FROM THE BUILDING AND TOWARDS THE COLLECTION LOCATIONS.

3. ALL ASPHALT PAVING SHALL BE LAID ON A STRAIGHT, EVEN, AND UNIFORM GRADE WITH A MINIMUM 1% AND MAXIMUM 3% SLOPE TOWARDS THE COLLECTION POINTS. DO NOT ALLOW NEGATIVE GRADES OR PONDING OF WATER.

4. SLOPE BUILDING SIDEWALKS AWAY FROM BUILDING AT 1%.

5. PAVED AREAS ARE TO BE ROUGH GRADED TO \pm 0.10 FT. AND PROOF ROLLED. ANY NON-ACCEPTABLE AREAS MUST BE CORRECTED PRIOR TO THE PLACEMENT OF STONE.

6. EXPANSION JOINTS - 1/2" ASPHALT IMPREGNATED FULL DEPTH, 40 FT. O.C. MAXIMUM AND AT SIDEWALK INTERSECTIONS. CRACK CONTROL SCORING AT SIDEWALK WIDTH DIMENSION, OR AS NOTED ON THE PLANS.

7. STRIPING OF PARKING STALLS AND OTHER AREAS TO BE AS SHOWN ON THE PLANS. ALL LINES TO BE SINGLE STRIPE, YELLOW, 4" WIDE, STRAIGHT, EVENLY SPACED, AND UNIFORM IN LENGTH.

8. HANDICAP PARKING AND RAMP SHALL COMPLY WITH ALL GOVERNMENTAL CODES AND STANDARDS. HANDICAP SPACES TO BE MARKED WITH THE INTERNATIONAL HANDICAP SYMBOL IN A BLUE FIELD. EACH SPACE SHALL BE ADDITIONALLY MARKED WITH APPROPRIATE SIGNAGE.

9. REFER TO THE PROJECT DETAIL SHEET FOR PAVING DETAILS.

DIMENSIONS. COURSES AND THICKNESSES. OFFSITE CONSTRUCTION NOTES

1. ALL WORK TO COMPLY WITH LOCAL AND STATE CODES & STANDARDS OF

2. THE CONTRACTOR IS RESPONSIBLE FOR EXAMINING ALL SITE CONDITIONS PRIOR TO THE START OF CONSTRUCTION.

3. THE CONTRACTOR SHALL COORDINATE THE WATER AND SEWER WORK IN THE RIGHT OF WAY WITH ALL APPROPRIATE AGENCIES.

4. RIGHT OF WAY DRAINAGE PATTERNS SHALL ALSO BE MAINTAINED.

5. ANY AREAS DISTURBED ARE TO BE REPAIRED TO A CONDITION EQUAL TO OR BETTER THAN EXISTED PRIOR TO DISTURBANCE.

6. CONTRACTOR TO INSTALL IMPROVEMENTS SHOWN AND TO COORDINATE WITH THE APPROPRIATE GOVERNMENTAL AGENCY FOR CLARIFICATION AND ANY NECESSARY

INSPECTIONS. SITE GRADING

1. STRIP BUILDING AND PAVING AREAS OF ALL ORGANIC TOPSOIL MATERIALS. STOCKPILE SUITABLE TOPSOIL'S FOR RESPREADING ONTO LANDSCAPE AREAS. ALL EXCESS EXCAVATED MATERIALS SHALL BE REMOVED FROM THE SITE AT THE CONTRACTORS EXPENSE.

2. ALL SOILS SHALL BE GRADED TO PROVIDE SMOOTH CONTOURS AND POSITIVE DRAINAGE AWAY FROM BUILDINGS. DO NOT ALLOW FOR PONDING OF WATER.

3. AFTER TOPSOIL REMOVAL, CONTRACTOR IS TO PROOF ROLL THE BUILDING AND PAVING AREAS. ANY NON-ACCEPTABLE AREAS MUST BE CORRECTED PRIOR TO BEGINNING ANY FILL OPERATIONS.

4. AFTER COMPLETION OF PROOF ROLLING, FILL CAN BE PLACED USING SUITABLE ONSITE OR BORROW MATERIALS IN MAXIMUM 8" LIFTS. FILL TO BE COMPACTED TO 100% STANDARD PROCTOR DENSITY.

5. PAVED AREAS ARE TO BE ROUGH GRADED TO +/- 0.10 FT. AND PROOF ROLLED. ANY NON-ACCEPTABLE AREAS MUST BE CORRECTED PRIOR TO THE

6. PARKING LOT SHALL BE GRADED TO ASSURE POSITIVE DRAINAGE AND NO PONDING OF WATER

7. CURBS TO BE WHERE SHOWN ON THE PLAN AND INTEGRAL WITH SIDEWALK AT PAVING EDGE, AS APPROPRIATE.

1. ALL WORK TO COMPLY WITH APPLICABLE CITY OF SOUTH BEND CONSTRUCTION

2. PARKING AREAS SHALL BE GRADED TO ASSURE POSITIVE FLOW AWAY FROM THE BUILDING. NO PONDING OF WATER IS TO BE ALLOWED.

3. CONTRACTOR IS TO CONFIRM ALL UTILITY LOCATIONS. IF DISCREPANCIES EXIST, NOTIFY ENGINEER PRIOR TO COMMENCING WORK.

4. GRANULAR BACKFILL MATERIAL IS REQUIRED IN ALL PIPE TRENCHES LOCATED UNDER PAVEMENT OR SIDEWALKS. BACKFILL SHALL BE COMPACTED TO 100% STANDARD PROCTOR DENSITY.

5. REFER TO STANDARD DETAILS FOR SPECIFICATIONS FOR PRECAST DRYWELLS, PIPE TRENCHING AND BACKFILL, FRENCH DRAIN TRENCH DETAILS AND MATERIALS. INLETS.

EROSION CONTROL NOTES:

EROSION CONTROL:

EROSION NOTE:

GENERAL CONTRACTOR IS RESPONSIBLE FOR ASSURING COMPLIANCE WITH ALL LOCAL AND STATE REQUIREMENTS FOR EROSION CONTROL. PRIMARY RESPONSIBILITY FOR MAINTENANCE OF THE EROSION CONTROL PROTECTION WILL REMAIN WITH THE GENERAL CONTRACTOR. GENERAL CONTRACTOR WILL ALSO BE REQUIRED TO CLEAN OUT ALL DRAINAGE STRUCTURES IMMEDIATELY PRIOR TO PROJECT TURNOVER.

1. LAND DISTURBANCE WHICH REMOVES VEGETATION SHALL BE DONE IN A WAY THAT WILL MINIMIZE EROSION.

2. THE DURATION OF TIME WHICH AN AREA REMAINS EXPOSED SHALL BE KEPT TO A PRACTICAL MINIMUM. THE AREA SHALL BE STABILIZED AS QUICKLY AS PRACTICAL.

3. TEMPORARY VEGETATION OR MULCHING SHALL BE USED WHERE REQUIRED TO PROTECT EXPOSED AREAS DURING SITE DEVELOPMENT IF A DISTURBED AREA IS TO REMAIN INACTIVE FOR A PERIOD EXCEEDING 14 DAYS, TEMPORARY RYE GRASS SEEDING WILL BE PLACED TO PROVIDE VEGETATION.

4. PERMANENT AND FINAL VEGETATION SHALL BE INSTALLED AS SOON AS PRACTICAL.

5. STRAW BALE CHECK DAMS AND SILT FENCING SHALL BE PLACED AROUND ANY SOIL STOCKPILE THAT BECOMES INACTIVE FOR A PERIOD OF TIME EXCEEDING 15

6. "SILT SACK", "DANDY BAGS" OR STONE FILLED BAGS SHALL BE PLACED AND MAINTAINED AROUND NEWLY CONSTRUCTED DRAINAGE STRUCTURES TO PREVENT SILT AND DEBRIS FROM ENTERING DOWNSTREAM DRAINAGE FACILITIES DURING ALL CONSTRUCTION AND SHALL REMAIN IN PLACE UNTIL SITE WORK IS COMPLETED.

7. DUE TO THE PREVALENCE OF SILTY SAND SUBSOIL AT THIS SITE, SPECIAL MEASURES ARE SPECIFIED TO PREVENT SILT FROM CLOGGING THE SOIL AT THE BOTTOM OF DRYWELLS. THE CONTRACTOR SHALL REBUILD ANY DRYWELLS THAT FAIL TO PERCOLATE (TO DRY CONDITIONS AFTER 48 HOURS).

GENERAL NOTES

1. ALL WORK TO COMPLY WITH LOCAL AND STATE CODES & STANDARDS OF

2. ALL TESTING REQUIRED BY GOVERNMENTAL AUTHORITIES IS TO BE PERFORMED BY THE CONTRACTOR.

3. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES. QUANTITIES GIVEN ARE APPROXIMATE AND MUST BE VERIFIED. ANY DISCREPANCIES ARE TO BE REPORTED TO THE ENGINEER.

4. THE CONTRACTOR IS RESPONSIBLE FOR EXAMINING ALL SITE CONDITIONS PRIOR TO THE START OF CONSTRUCTION.

5. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING THE OWNER WITH TWO COPIES OF "RED LINED" AS-BUILT PLANS OF THE DESIGNATED IMPROVEMENTS.

6. CONTRACTOR IS TO VERIFY ALL DIMENSIONS AND ELEVATIONS PRIOR TO THE START OF THE WORK AND BRING ANY DISCREPANCIES TO THE ATTENTION OF THE ENGINEER FOR RESOLUTION. PLANS INDICATE APPROXIMATE ELEVATIONS AND ROUTING. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR ANY DIMENSIONAL OR ELEVATION DISCREPANCIES WHICH HAVE NOT BEEN BROUGHT TO HIS ATTENTION PRIOR TO

7. CONTRACTOR TO LOCATE ALL UNDERGROUND UTILITIES ON THE SITE AND RIGHT OF WAY PRIOR TO STARTING WORK AND SHALL CONDUCT HIS OPERATIONS IN SUCH A MANNER AS TO ENSURE THAT THOSE UTILITIES WILL NOT BE DAMAGED OR DISTURBED. CONTRACTOR SHALL ALSO CONTACT ALL APPROPRIATE UTILITY COMPANIES, INCLUDING MUNICIPAL UTILITIES, TO COORDINATE ALL UTILITY

8. CONTRACTOR IS TO COMPLY WITH RECOMMENDATIONS MADE IN THE GEOTECHNICAL REPORT.

9. DETAILS AND SPECIFICATIONS SHOWN ON THIS PLAN ARE INTENDED TO COMPLEMENT THE PROJECT PLANS AND STANDARD DETAILS. IN CASES OF CONFLICTS BETWEEN THESE PLANS AND OTHER SPECIFICATIONS, THE MORE RESTRICTIVE CASE APPLIES, UNLESS SPECIFICALLY OVERRIDDEN.

10. THESE TECHNICAL SPECIFICATIONS ARE INTENDED TO COMPLEMENT AND COORDINATE WITH THE REQUIREMENTS CONTAINED IN THE PROJECT MANUAL. IN THE CASE OF CONFLICTING REQUIREMENTS, THE MOST RESTRICTIVE SPECIFICATION SHALL BE ENFORCED. REFER ALSO TO THE CITY OF SOUTH BEND PREVAILING SPECIFICATIONS AND RELATED DOCUMENTS WHICH ARE CONTAINED HEREIN BY

CONSTRUCTION SPECIFICATIONS

REVISIONS GGS CHECKED BY: | DATE | BY SCALE FILE # PROJ. MANGR: MJD 200186

SET AND NOTIFY ENGINEER OF DISCREPANCIES ANY INFORMATION ON THIS DRAWING IS NOT INTENDED TO BE SUITABLE FOR REUSE

FOUND ON PLAN FOR FURTHER CLARIFICATION AND/OR REVISIONS, PRIOR TO CONSTRUCTION

** CONTRACTOR SHALL REVIEW ENTIRE PLAN

BY ANY PERSON. FIRM OR CORPORATION OR ANY OTHERS ON EXTENSION OF THIS PROJECT OR FOR ANY USE ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION AND ADOPTION BY THE ENGINEER, ARCHITECT OR SURVEYOR FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE USERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO THE ENGINEER, ARCHITECT OR SURVEYOR.

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CONTRACTOR BEFORE ANY CONSTRUCTION MAY BEGIN.

ALL UNDERGROUND UTILITIES MUST BE FIELD VERIFIED BY THE

SHEET

EXHIBIT B

ENGINEER'S ESTIMATE

PROJECT

NAME:

PROJECT #: DP 21-xxx, Corby & Frances Townhomes Sewer & Water Main Extensions

DHA #: 200186.5 date: 6/4/2021

					<u> </u>
	Engineer's Estimated Cost of Construction	Total:	(+25% boi	nd contingency)	\$ 210,840.00
ID	ITEM	UNIT	QTY	UNIT PRICE	EXTENSION
1	Mobilization & Demobilization	LS	1	\$ 25,000.00	\$ 20,000.00
2	Maintenance of Traffic	LS	1	\$ 15,000.00	\$ 5,000.00
3	Construction Engineering	LS	1	\$ 1,500.00	\$ 1,500.00
4	Constrtuction Record Survey	LS	1	\$ 3,500.00	\$ 3,500.00
5	Clearing	LS	1	\$ 2,500.00	\$ 2,500.00
6	#53 Aggr. Base Course, 6 in., cip	TON	29	\$ 55.00	\$ 1,570.56
7	HMA Intermediate Course, 2-1/2 in.	TON	16	\$ 140.00	\$ 2,240.00
8	HMA Base Course, 8 in. (2 lifts, min.)	TON	51	\$ 100.00	\$ 5,100.00
9	HMA Surface Course, 1-1/2 in.	TON	10	\$ 140.00	\$ 1,400.00
10	Asphalt For Tack Coat	SYS	230	\$ 0.50	\$ 115.00
11	Water Main, 8" Valve	EA	1	\$ 3,500.00	\$ 3,500.00
12	Water Main, 8"x6" Reducer	EA	1	\$ 3,000.00	\$ 3,000.00
13	Water Main, Ductile Iron, 8 in.	LFT	213	\$ 82.00	\$ 17,466.00
14	6" Water Main Tapping Sleeve and Valve Assembly	EA	1	\$ 3,500.00	\$ 3,500.00
15	1" Water Service	LFT	100	\$ 35.00	\$ 3,500.00
16	6" Water Service, D.I.	LFT	5	\$ 20.00	\$ 100.00
17	Hydrant & Valve Assembly	EA	2	2400.00	\$ 2,400.00
18	Pipe, Sanitary Sewer, 8"	LFT	411	\$ 90.00	\$ 36,990.00
19	Sewer Lateral, PVC, 6"	LFT	280	\$ 86.00	\$ 24,080.00
20	Connect to Ex. 12" Sewer Main	EA	1	\$ 4,000.00	\$ 4,000.00
21	Std. Manhole	EA	6	\$ 4,000.00	\$ 24,000.00
22	Shallow Manhole	EA	1	\$ 3,200.00	\$ 3,200.00

TOTAL \$ 168,670.00

EXHIBIT C

PERFORMANCE BOND

PERFORMANCE BOND

Bond No.: 0239209

KNOWN ALL BY THESE PRESENTS, That we, KRG Eddy Street Land III, LLC, 30 S. Meridian Street, Suite 1100, Indianapolis, IN 46204, incorporated in the State of Indiana, and Berkley Insurance Company, a Delaware corporation, as Surety, are held and firmly bound unto City of South Bend, 227 West Jefferson Blvd., South Bent, IN 46601, as Obligee, in the penal sum of Two Hundred Ninety-Nine Thousand Three hundred Twenty and Zero Cents Dollars (\$299,320.00) for the payment of which some well and truly be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, in order to file a plat or subdivision map, or to obtain a permit, the Principal has entered into a contract with the Obligee which requires the Principal to make certain improvements to the land as more particularly set forth Project No.: 4151-RD-01, Project Name: Eddy Street Town Homes Utilities Contract No.: 303 (hereinafter referred to as the "Contract").

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall construct the improvements described in the Contract, then this obligation shall be void, otherwise to remain in full force and effect. This obligation is subject to the following conditions:

- 1. This bond runs to the benefit of the named Obligee only, and no other person shall have any rights under this bond. If the limitation set forth in this bond is void or prohibited by law, the minimum period of limitations available to sureties as a defence in the jurisdiction of the suit shall be applicable.
- This bond is not a forfeiture obligation, and in no event shall the Surety's liability exceed the reasonable cost of completing the improvements described in the Contract not completed by the Principal, or the sum of this bond, whichever is less.

IT IS FURTHER PROVIDED, that regardless of the number of years this bond shall remain in effect and/or number of claims hereunder, the aggregate liability of the Surety herein shall in no event exceed the penal sum of the bond.

Signed this 24th day of June, 2021.

KRG Eddy Street Land III, LLC

Principal

Name & Title: Tom McGouan, Tresi

Berkley Insurance Company

Joseph R. Williams, Attorney-in-Fact

POWER OF ATTORNEY BERKLEY INSURANCE COMPANY WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Steven L. Swords; Tina Kennedy; Annette Wisong; Joseph R. Williams; Sue Bailey Lee; Sarah Hancock; Kathryn Kleinschmidt; Edward Mooney; or Kate McKee Longaker of USI Insurance Services, LLC of Atlanta, GA its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these present corporate seal hereunto affixed this 28thday of July	nts to be signed and attested by its appropriate officers and its
Attest: SFAL OFLOWING Description Attest: By Ira S. Lederman Executive Vice President & Secretary	Berkley Insurance Company By Junk. Hafter Senior Vice President
STATE OF CONNECTICUT)) ss: COUNTY OF FAIRFIELD)	
Sworn to before me, a Notary Public in the State of Connecticut, and Jeffrey M. Hafter who are sworn to me to be the Executive respectively, of Berkley Insurance Company. MARIA C RUNDBAKEN NOTARY PUBLIC CONNECTICUT MY COMMISSION EXPIRES APHIL 30, 2024	
CERTIFI	
I, the undersigned, Assistant Secretary of BERKLEY INSURANCE	E COMPANY, DO HEREBY CERTIFY that the foregoing is a

true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney sattached, is in full force and effect as of this date. 24th

under my hand and seal of the Company, this

OF LAWAR

Vincent P. Forte

June

2021

EXHIBIT D

SYSTEM DEVELOPMENT CHARGE

Estimate for System Development Charges

Estimate Provided On: 5/3/2021 Estimate Provided By: C. Brach

Eddy Street Phase III Townhomes South Bend, IN

Estimate is based on projected uses and calculations provided by owner/consultant

· · · · · · · · · · · · · · · · · · ·	·	3			
	Values	Unit Type			
Multi-Family Dwelling # of Unit Types		28 units			
Estimated Flow (gpd) for Multi-Family Dwelling		310 per unit			
Estimated Total Flow for Multi-Family Dwelling	{	3680 gpd			
Estimated Total Flow for Eddy Street Phase III Townhomes	3	3680 gpd			
ERU calculation	28	.000 ERU			
ERU rounddown		28 ERU			
Sewer SDC Calculation (\$1145 per ERU)	\$	32,060.00			
Water SDC Calculation (\$475 per ERU)	\$	13,300.00			
Estimated Amount Due for Eddy Street Phase III Townhomes	\$	45,360.00			
Estimated 10% Discounted Total (Payment in full)	\$	40,824.00			

Per the Ordinance of the Common Council of the City of South Bend, System Development Charges are summarized below from Sections 17-79 and 17-80:

Sec. 17-79. - System Development Charge for Wastewater inside and outside City limits.

- (1) For purposes of this section "ERU" shall be defined as an equivalent residential unit which means a single family residence. For purposes of customers that are not single family residences, one (1) ERU shall equal estimated wastewater flows of three hundred ten (310) gallons per day. No customer will be less than one (1) ERU. There will be no partial ERU's. The City shall round down to the closest applicable ERU calculation at all times.
- (2) Except as provided in Subsections (5) and (6) of this section, for every new connection to the South Bend Municipal Sewer Works, a system development charge of one thousand one hundred forty-five dollars (\$1,145.00) shall be collected per ERU and additional portion thereof to be connected. All charges shall be billed by the City at the time the application for service is filed.
- (3) System development charges per ERU shall also be collected from existing customers undertaking activities producing a permanent increase in wastewater flow of greater than three hundred ten (310) gallons per day. This subsection shall not apply to an existing customer who has, by contract, purchased reserved capacity from the City so long as the customer's flows remain within the reserved capacity. A permanent increase shall be deemed to have occurred when the average flow rate for six (6) consecutive months exceeds the current flow rate by at least three hundred ten (310) gallons per day.
- (4) For multifamily structures (e.g., apartments, condominiums, mobile home communities), each individual unit shall be one (1) ERU. For all other types of structures, the ERU calculation shall be based upon the ratio of Average Daily Flow as computed pursuant to 327 IAC 3-6-11 in relationship to three hundred ten (310) gallons per day. For structures not listed in 327 IAC 3-6-11, the ERU shall be calculated as the relationship between the Average Daily Flow reported in the sewer capacity certification for the structure and three hundred then (310) gallons per day.

- (5) For customers with greater than twenty (20) ERUs as calculated pursuant to subsection (4) of this section, the ERU shall be adjusted based upon the Peaking Factor as computed herein. The Peaking Factor shall be calculated by dividing the Peak Daily Flow by the Average Daily Flow, both as reported in the sewer capacity certification. In no event will a Peaking Factor less than 2.0 be used for purposes of the adjustment described in this subsection. The Peaking Factor divided by 4.0 (the Peaking Factor for residential connections) will be multiplied by the number of ERUs for purposes of computing the system development charge owed by the customer. The City Board of Works may execute a contract with the customer authorizing an increase to the initial System Development Charge based upon actual usage data that is collected after connection.
- (6) Where a prospective customer seeks to connect a new structure on property which replaces a prior structure of a similar use what was located on the same property and which was connected to the South Bend Municipal Sewer Works, no system development charge will be collected. For instance, if the prior structure was a single family structure and the new structure is to be used as a multi-family structure, a system development charge, as contemplated herein this section, shall be charged. The Board of Public Works shall make the final determination of whether the new property structure is a similar use to the prior property structure for the purposes of this subsection.

Sec. 17-80. - System Development Charge for Water inside and outside City limits.

- (1) For purposes of this section "ERU" shall be defined as an equivalent residential unit which means a single family residence. For purposes of customers that are not single family residences, one (1) ERU shall equal estimated water flows of three hundred ten (310) gallons per day. No customer will be less than one (1) ERU. There will be no partial ERU's. The City shall round down to the closest applicable ERU calculation at all times.
- (2) Except as provided in Subsections (5) and (6) of this section, for every new connection to the South Bend Municipal Water Works, a system development charge of five hundred dollars (\$500.00) shall be collected per ERU and additional portion thereof to be connected. All charges shall be billed by the City at the time the application for service is filed.
- (3) System development charges per ERU shall also be collected from existing customers undertaking activities producing a permanent increase in water flow of greater than three hundred ten (310) gallons per day. This subsection shall not apply to an existing customer who has, by contract, purchased reserved capacity from the City so long as the customer's flows remain within the reserved capacity. A permanent increase shall be deemed to have occurred when the average flow rate for six (6) consecutive months exceeds the current flow rate by at least three hundred ten (310) gallons per day.
- (4) For multifamily structures (e.g., apartments, condominiums, mobile home communities), each individual unit shall be one (1) ERU. For all other types of structures, the ERU calculation shall be based upon the ratio of Average Daily Flow as computed pursuant to 327 IAC 3-6-11 in relationship to three hundred ten (310) gallons per day. For structures not listed in 327 IAC 3-6-11, the ERU shall be calculated as the relationship between the Average Daily Flow reported in the water capacity certification for the structure and three hundred ten (310) gallons per day.
- (5) For customers with greater than twenty (20) ERUs as calculated pursuant to subsection (4) of this section, the ERU shall be adjusted based upon the Peaking Factor as computed herein. The Peaking Factor shall be calculated by dividing the Peak Daily Flow by the Average Daily Flow, both as reported in the water capacity certification. In no event will a Peaking Factor less than 2.0 be used for purposes of the adjustment described in this subsection. The Peaking Factor divided by 4.0 (the Peaking Factor for residential connections) will be multiplied by the number of ERUs for purposes of computing the system development charge owed by the customer. The City Board of Works may execute a contract with the customer authorizing an increase to the initial System Development Charge based upon actual usage data that is collected after connection.

(6) Where a prospective customer seeks to connect a new structure on property which replaces a prior structure of a similar use what was located on the same property and which was connected to the South Bend Municipal Water Works, no system development charge will be collected. For instance, if the prior structure was a single family structure and the new structure is to be used as a multi-family structure, a system development charge, as contemplated herein this section, shall be charged. The Board of Public Works shall make the final determination of whether the new property structure is a similar use to the prior property structure for the purposes of this subsection.

Sec. 17-85. - Methods of payment; prepayment with discount; installment plan.

(a) The property owner may pay all charges in full prior to time the installation work is commenced. Prepayment of expenses in advance under this section shall entitle the owner to a ten (10) percent *discount* of the total charge.

EXHIBIT E

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/8/2021

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

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

PRODUCER	CONTACT Tim	n Baumann		
Commercial Lines - (404) 923-3700	PHONE (A/C, No, Ext):	170.875.0517	FAX (A/C, No): 610-53	7-1929
USI Insurance Services LLC	E MAAH	im.baumann@usi.com	(,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
1 Concourse Parkway NE, Suite 700		INSURER(S) AFFORDING COVERAGE		NAIC#
Atlanta, GA 30328	INSURER A:	Endurance Assurance Corporation		11551
Kite Realty Group Trust	INSURER B:	Sompo America Insurance Company	/	11126
	INSURER C :	Markel American Insurance Compan	ıy	28932
30 S. Meridian St.,	INSURER D :	Navigators Insurance Company		42307
Suite 1100	INSURER E :			
Indianapolis, IN 46204	INSURER F:			

CERTIFICATE NUMBER: 15313255 COVERAGES

REVISION NUMBER: See below

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	X COMMERCIAL GENERAL LIABILITY		GGR10012604103	03/01/2021	03/01/2022	EACH OCCURRENCE	s 1,000,000
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ Excluded
						PERSONAL & ADV INJURY	s 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000
	POLICY PRO- X LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:						S
В	AUTOMOBILE LIABILITY		ADVS1127B0	03/01/2021	03/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	X HIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
						The total and the second of the second	\$
С	X UMBRELLA LIAB X OCCUR		MKLM6MM70000289	03/01/2021	03/01/2022	EACH OCCURRENCE	\$ 10,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$ 10,000,000
	DED X RETENTION\$ 10,000						\$
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WCDS1050Y0	03/01/2021	03/01/2022	X PER OTH-	0
1	ANYPROPRIETOR/PARTNER/EXECUTIVE	CUTIVE N N/A				E.L. EACH ACCIDENT	\$ 1,000,000
- ((Mandatory in NH)	117.6				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Excess - \$15M xs \$10M		GA21EXRZ042PGIV	03/01/2021	03/01/2022	Excess - \$15M xs \$10M	

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

RE: Eddy Street Commons - 1233, 1234 & 1251 N. Eddy Street, South Bend, IN 46617

Additional Named Insureds: KRG Eddy Street Commons, LLC & Eddy Street Commons at Notre Dame Master Association, Inc.

CANCELLATION

City of South Bend Department of Public Works, Engineering Division 227 W Jefferson Blvd., Suite 1316 South Bend, IN 46601

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

AUTHORIZED REPRESENTATIVE

Fall B.B.l.

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BOARD OF PUBLIC WORKS AGENDA ITEM REVIEW REQUEST FORM

Date <u>7/6/2021</u>	Department Engineering			
Name Kyle Sil	veus Phone Extension			
BPW Date 7/13/20 2	W Date <u>7/13/2021</u> Phone Extension -			
Dissaggitas Complian co	Review and Approval Required Prior to Submittal to Board			
Diversity Compliance and Inclusion Officer				
BPW Attorney	Attorney Name Clara McDaniels, Sandra Kennedy			
Dept. Attorney	Attorney Name			
Purchasing				
C	Check the Appropriate Item Type – Required for All Submissions			
Professional Services Open Market Contract Bid Opening Quote Opening Proposal Opening Chg. Order, No. Other: Sanitary Sew	Amendment/Addendum Bid Award Quote Award C/O & PCA No. Traffic Control Ease./Encroach Ease./Encroach			
Water Extension Agree	Required Information			
Company or Vendor Name New Vendor Yes If Yes, Approved by Purchasing				
MBE/WBE Contractor	□ No □ MBE □ WBE Completed E-Verify Form Attached No Yes No			
Project Name Project Number Funding Source Account No. Amount Terms of Contract Purpose/Description	Eddy St. Phase III Townhomes DP20-060 N/A N/A N/A N/A N/A Owner intends to develop 1.79 acres located at the SE corner of Howard St. and Frances St., within the city limits. This agreement outlines terms for the extension of municipal sanitary sewer and water to serve 28 single-family attached homes			
For Change Orders Only				
Amount of	Increase \$ Decrease (\$)			
Previous Amount	\$			
Current Percent of Chang New Amount	\$ Increase %			
Total Percent of Change: Time Extension Amount				