

AGREEMENT

BETWEEN TOWN OF MUNSTER AND CENTENNIAL VILLAGE, LLC.

REGARDING MAINTENANCE, OPERATION AND CAPITAL IMPROVEMENTS

OF CENTENNIAL DRIVE WITHIN TOWN OWNED PROPERTY

CENTENNIAL VILLAGE PLANNED UNIT DEVELOPMENT LIFESTYLE CENTER PROJECT

Whereas, Centennial Village, LLC is the developer of the Centennial Village Planned Unit Development Mixed Use Lifestyle Center Project located east of Calumet Avenue between Centennial Drive and 45th Street; and,

Whereas, Centennial Village, LLC designed and constructed certain public improvements for a new Centennial Drive roadway east of Calumet Avenue within property owned by the Town of Munster Municipal Center Corporation for access to the Centennial Village Project that includes public access to the existing Centennial Park area; and,

Whereas, the Town of Munster historically has maintained, operated and constructed capital improvements to the Centennial Drive roadway and utilities for public use to service the Centennial Park area prior to the planning, design and construction of the Centennial Village Planned Unit Development; and,

Whereas, the Town of Munster and Centennial Village, LLC each benefit from the new Centennial Drive roadway which includes a widened roadway with a roundabout intersection, improved decorative street lighting, enhanced walking paths and increased landscaping, all within the Town of Munster Municipal Center Corporation owned land; and,

Whereas, Section 46-32 (a) of the Munster Municipal Code states *“The landowner whose property abuts a street or alley shall maintain and care for any parkway which adjoins or is a part of his property. Such maintenance and care shall include but not be limited to the planting and regular mowing of grass, trimming of bushes and trees, and maintenance of flower beds”*; and,

Whereas, Section 46-101 of the Munster Municipal Code states *“The owner of any dwelling, building, subdivided lot or property shall be responsible for maintaining in good condition and repair the sidewalk in front of and alongside the property of the owner”*; and,

Whereas, Section 26-293(c) of the Munster Municipal Code states *“In addition, the subdivider shall agree in writing to warrant and guarantee all of the improvements and installations to the subdivision against any defects or imperfections, at his own expense and cost, for a period of two years following acceptance thereof by the town council. The subdivider shall covenant and agree that any defects or imperfections either in workmanship, materials or equipment which may exist, develop or become apparent within the two-year period will be repaired or replaced*

as may be necessary to the satisfaction of the town, without any expense to the town, and shall accompany the written agreement with a bond which shall:

(1) Run to the town council.

(2) Be in an amount determined by the town council to equal 15 percent of the cost of all improvements and installations to the subdivision.

(3) Be with surety satisfactory to the town council and plan commission, which may include:

a. A surety company entered and licensed to do business in the state;

b. An unqualified irrevocable standby letter of credit issued by a national bank, an Indiana state bank or other financial institution acceptable to the town council and the commission; or

c. A deposit of money to a special account controlled by the town.

(4) Be conditioned upon the satisfaction of the warranty and guaranty by the subdivider of all the improvements and installations to the subdivision for a period of two years following acceptance thereof by the town council in accordance with requirements of town ordinances. Acceptance shall be conditioned upon an accurate set of as-built engineering drawings being submitted and approved. The drawings shall contain the exact location of all underground utilities, including sewer and water taps, manhole and catchbasin invert elevations, and the location and elevations of elevation benchmarks required as identified in subsection [26-362\(d\)](#). Said as-built plans shall be submitted in paper/hard copy format and a digital format compatible with the town's software"; and,

Whereas, Centennial Village LLC did not provide the required bond to receive final plat approval from the Town of Munster; and

Whereas, Centennial Village, LLC designed and constructed the new Centennial Drive roadway, landscaping, street lighting, drainage systems and utilities within the Town of Munster owned property for public use and access to the Centennial Park development area; all in accordance with the design and construction inspection approvals from the appropriate boards, commissions and departments of the Town of Munster; and

Whereas, Centennial Village, LLC connected the Centennial Drive roadway streetlight system located within the Town owned property to the electric systems within the Centennial Village Planned Unit Development street light system; and

Whereas, Centennial Village, LLC has been responsible for the electric service account cost required to power the Centennial Drive roadway streetlight system located within the Town owned property; and

Whereas, Centennial Village, LLC has provided sufficient power to illuminate the roadway light system from dusk until dawn; and

Whereas, Centennial Village, LLC connected the Centennial Drive landscaping irrigation system located within the Town owned property to the irrigation systems within the Centennial Village Planned Unit Development; and

Whereas, Centennial Village, LLC has been responsible for the water service account cost required to irrigate the Centennial Drive roadway landscaping located within the Town owned property as depicted in Exhibit A; and

Whereas, Centennial Village, LLC has operated the irrigation system to ensure that the lawns and landscaping are healthy and vigorous; and

Whereas, Centennial Village, LLC has been responsible for maintaining the irrigation system in an operable condition; and

Whereas, Centennial Village LLC has been responsible for the maintenance, operations and capital replacement including mowing, weeding and fertilizing of the Centennial Drive landscaping located within the area between the roadway and sidewalk (i.e. the parkway) north of North Centennial Drive; and

Whereas, Centennial Village LLC has been responsible for the maintenance, operations and capital replacement including snow plowing and salting of the sidewalks and walking paths located on the north side of North Centennial Drive within the Town owned property (Hotel Parkway); and

Whereas, The Town of Munster has been responsible for the maintenance, operations and capital replacement including snow plowing and salting of the Centennial Drive roadway curbs and pavement structure located within the Town owned property as depicted in Exhibit A including replacing curbs and pavement after initial capital construction by Centennial Village, LLC; and

Whereas, The Town of Munster has been responsible for the maintenance, operations and capital replacement including snow plowing and salting of the Centennial Drive roadway sidewalks and walking paths located within the Town owned property, with the exception of the sidewalk located north of North Centennial Drive, including replacing walking paths after initial capital construction by Centennial Village, LLC; and

Whereas, The Town of Munster has been responsible for the maintenance, operations and capital replacement of the Centennial Drive roadway utilities including Water Mains, Storm Sewer and Sanitary Sewer Collection Mains located within the Town owned property including replacing Water Main, Storm Sewer and sanitary Sewer Systems after initial capital construction by Centennial Village, LLC; and

Whereas, for the purpose of this Agreement, the Centennial Drive roadway located within the Town owned property is a section of roadway beginning at its connection with Calumet Avenue

and extending east to the east side of the new Centennial Drive roundabout, as represented within this Agreement in Exhibit A; and,

Whereas, more than two years have passed since the completion of improvements within the Centennial Drive right of way; and

Whereas, certain improvements have been damaged since the completion of the improvements within the Centennial Drive right of way.

Now, Therefore, be it agreed by the Town of Munster and Centennial Village, LLC that;

1. Centennial Village will continue to be responsible for the electric service account cost required to power the Centennial Drive roadway street light system located within the Town owned property and Centennial Village, LLC will provide sufficient power to illuminate the roadway light system from dusk until dawn.
2. Centennial Village will continue to be responsible for the water service account cost required to irrigate the Centennial Drive roadway landscaping located within the Town owned property as depicted in Exhibit A, subject to Section 11 of this agreement.
3. Centennial Village LLC will continue to be responsible for operating the irrigation system to ensure that the lawns and landscaping are healthy and vigorous, subject to Section 11 of this agreement.
4. Centennial Village, LLC will continue to be responsible for maintaining the irrigation system in an operable condition and damaged or inoperable lines will be repaired or replaced by Centennial Village LLC within 14 days, subject to Section 11 of this agreement.
5. Centennial Village LLC will continue to be responsible for the maintenance, operations and capital replacement including mowing, weeding and fertilizing of the Centennial Drive landscaping located within the area between the roadway and sidewalk (i.e. the parkway) north of North Centennial Drive.
6. Centennial Village LLC will continue to be responsible for the maintenance, operations and capital replacement including snow plowing and salting of the sidewalks and walking paths located on the north side of North Centennial Drive within the Town owned property (Hotel Parkway).
7. The Town of Munster will continue to be responsible for the maintenance, operations and capital replacement including snow plowing and salting of the Centennial Drive roadway curbs and pavement structure located within the Town owned property as depicted in Exhibit A including replacing curbs and pavement after initial capital construction by Centennial Village, LLC.

8. The Town of Munster will continue to be responsible for the maintenance, operations and capital replacement including snow plowing and salting of the Centennial Drive roadway sidewalks and walking paths located within the Town owned property, with the exception of the sidewalk located north of North Centennial Drive, including replacing walking paths after initial capital construction by Centennial Village LLC.
9. The Town of Munster will continue to be responsible for the maintenance, operations and capital replacement of the Centennial Drive roadway utilities including Water Mains, Storm Sewer and Sanitary Sewer Collection Mains located within the Town owned property including replacing Water Main, Storm Sewer and sanitary Sewer Systems after initial capital construction by Centennial Village LLC.
10. Upon the completion of Centennial Village development or the completion of the 45th Street/Centennial Drive intersection (Projected to be November, 2020) whichever is earlier;
 - A. Centennial Village LLC may disconnect the Centennial Drive landscaping irrigation system located within the Town owned property [not including the area between the roadway and sidewalk (i.e. the parkway) north of North Centennial Drive] from the irrigation systems within the Centennial Village Planned Unit Development and connect it to the Town of Munster system.
 - B. Centennial Village LLC will be responsible for the maintenance, operations and capital replacement including mowing, weeding and fertilizing of the Centennial Drive landscaping located within the Centennial Village owned by Centennial Village LLC.
 - C. The Town of Munster will be responsible for the maintenance, operations and capital replacements of the Centennial Drive roadway street light system located within the Town owned property as depicted on Exhibit A including replacing power cabling, street lighting poles and fixtures caused by damage or end of useful life.
 - D. The Town of Munster will be responsible for the maintenance, operations and capital replacement including mowing, weeding and fertilizing of the Centennial Drive roadway lawns and landscaping located within the Town owned property, with the exception of the landscaping located within the area between the roadway and sidewalk (i.e. the parkway) and the landscaping located in the west section of the median identified in Exhibit A, including replacing landscaping after initial capital construction by Centennial Village LLC.
11. Centennial Village LLC will replace the existing damaged light pole located within the median of North Centennial Drive, per attached Exhibit B, and build a cobblestone landscape ring inside the concrete walk within the roundabout, per attached Exhibit C, within 60 days of the execution of this agreement.

12. The Town of Munster will reimburse Centennial Village LLC up to 50% of the cost to replace the existing damaged light pole and the cobblestone landscaping ring with in the roundabout located within the median of North Centennial Drive.
13. The Town of Munster Town Council will, within 30 days of the replacement of the above referenced light pole and cobblestone landscaping, consider a resolution to formally accept the above referenced improvements, with no other contributed improvements to Centennial Park or the Town owned property.
14. This agreement shall be binding upon the Town of Munster and Centennial Village LLC and its successors.

Agreed to this _____ day of _____, 2020.

Centennial Village, LLC

By:

Matthew G. Kimmel, Member

Date: _____

Town of Munster

By:

Lee Ann Mellon, Town Council President

Date: _____

Exhibit A

Line Delineating Areas
of O&M Responsibility

AREA TO BE OPERATED
AND MAINTAINED BY
CENTENNIAL VILLAGE

AREA TO BE OPERATED
AND MAINTAINED BY
TOWN OF MUNSTER

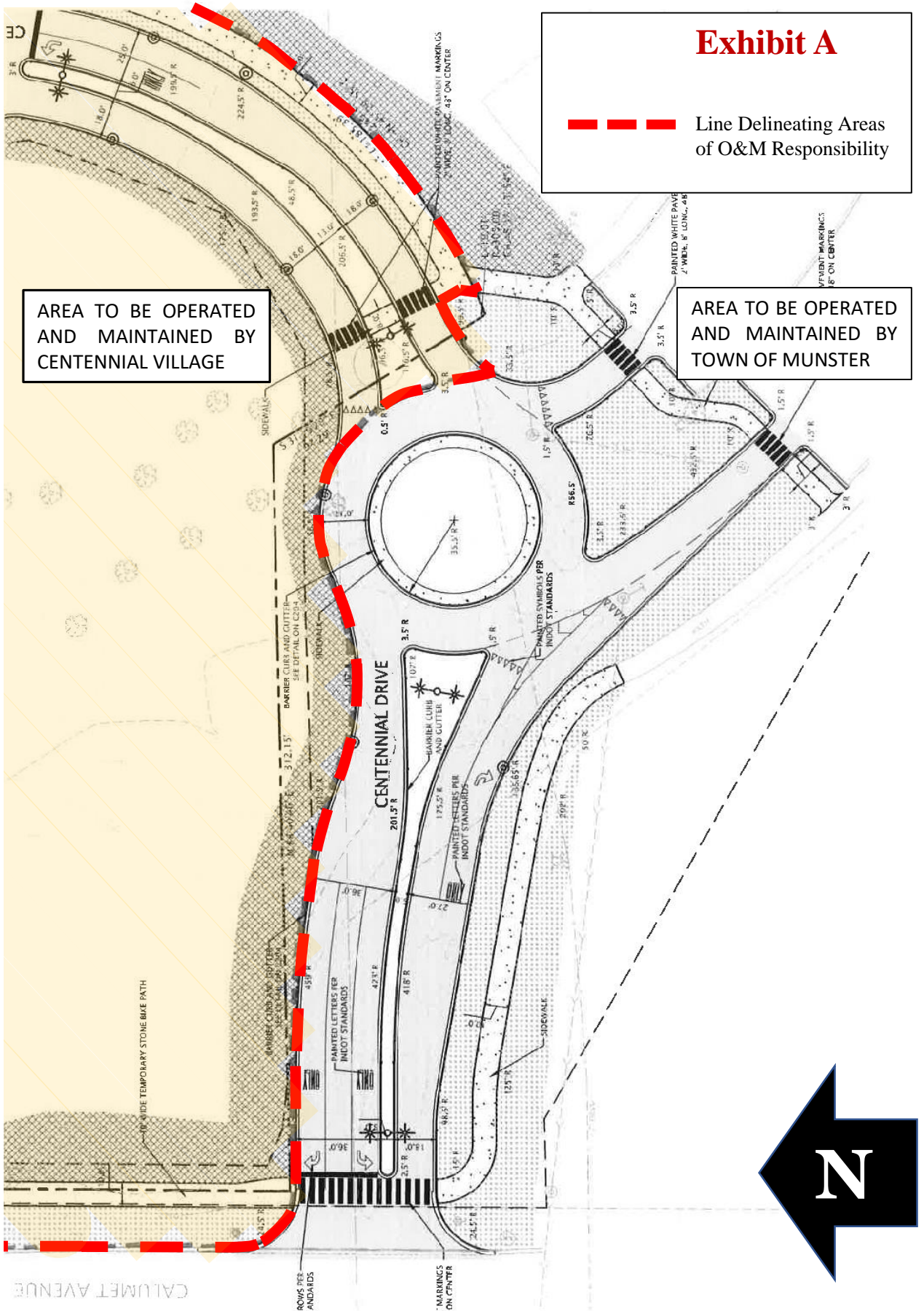




Exhibit B

EMCOR Hyre Electric Company
of Indiana, Inc.

2655 Garfield Avenue
Highland, IN 46322

Centennial Village

2/13/20

Subject: Phase 1 Knockdown

Gentlemen:

In accordance with your request, we are pleased to submit our proposal to perform the necessary electrical work in connection with the subject project, as outlined below:

Scope of Work:

- Furnish & install the below to replace damaged site pole components:
 - (2) MLP2 fixtures to match existing.
 - (1) CVC-54/2 dual arm bracket.
- Existing pole shall be leveled and reused.
- No wiring repairs are included.
- Existing pole located at entrance off of Calumet Ave.
- Material \$7,165.00
- Labor \$825.00

Total Amount Due to Customer

\$7,990.00

Seven Thousand Nine Hundred Ninety Dollars and No Cents

Exclusions

- Landscape / grass repairs are excluded.
- Coordination studies, changes due to coordination studies, or utility fees of any kind.
- Overtime (All above work has been quoted during normal working hours namely 7am to 3:30pm)

Sincerely,

EMCOR HYRE ELECTRIC CO. OF INDIANA, INC.

Matthew Summers, Project Manager
MS/ms

Any deviation from the above specification will be executed only upon written orders, which may possibly credit or incur additional charges to this proposal. Payment is to be made every thirty (30) days for labor and all materials, with final payment to be made thirty (30) days after completion. If it is necessary for Seller to institute Legal Proceedings against Buyer to collect any indebtedness due to enforce any of these Terms and Conditions, Seller shall be entitled to recover from Buyer Pre-Judgment Interest at 1.5% per Month, Court Costs, Attorney's Fees, and all other Costs of Collection. Workmen will be properly covered by workmen's compensation and public liability insurance, certificate of which may be obtained upon request. All work covered in this proposal will be performed in a workmanlike manner, in accordance with the rules and regulations of the Local Department of Electricity. Any work that is found to be obstructed by public or private utilities will be addressed as a change in price. Price is valid for 10 days and subject to change based on market fluctuations.

Upon acceptance of this proposal, please sign below and return one copy to our office authorizing commencement of work.

SIGNATURE _____ Date _____

Exhibit C
GREAT LAKES LANDSCAPE MGMT., INC.

2020 LANDSCAPE SERVICES PROPOSAL

Submitted To:

TOWN OF MUNSTER

Munster Parks and Recreation

1005 Ridge Road

Munster, Indiana 46321

Attn: Mr. Greg Vitale

Submitted Via Email: gvitale@munster.org

Phone:

(219) 836-6906

Dated:

February 19, 2020

SERVICE LOCATION: TOWN OF MUNSTER - ROUNDABOUT

We are pleased to submit this cost proposal to provide the requested additional landscape services at the following area.

SCOPE OF WORK:

- **Located in center of roundabout, leave all existing shrubs and plant material. Remove all turf and extend landscape bed out. Install (9) yards of medium cobblestones, and (4) yards of hardwood dark brown mulch. Install (20) Redhead Grasses 3G, and (38) perennials mix 2G, and (3) medium landscape outcrops.**

TOTAL PROJECT COST: \$3,490.00

ACCEPTANCE OF PROPOSAL:

AGREED AND ACCEPTED for

GREAT LAKES LANDSCAPE MGMT.: *Dino Ioakimidis, President*

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as outlined above. Full payment will be made upon project completion.

FOR TOWN OF MUNSTER AND MUNSTER PARKS AND RECREATION

Dated _____ Authorized Signature: _____

P.O. Box 256 Schererville, IN 46375-0256 • Phone: 219-690-1650 • Fax: 219-690-1651

Exhibit C

