



City of Carmel

CARMEL BOARD OF PUBLIC WORKS MEETING AGENDA

WEDNESDAY, MARCH 18, 2026 - 10:00 AM
COUNCIL CHAMBERS/CITY HALL/ONE CIVIC SQUARE

1. MEETING CALLED TO ORDER

2. MINUTES

- a. **Minutes from the March 4, 2026, Regular Meeting.**

3. BID OPENINGS, QUOTES, AND AWARDS

- a. **Bid Opening for City of Carmel Police Vehicles 2026;** Chief Drake Sterling, Carmel Police Department
- b. **Request for Quotes for Annual Grounds Maintenance;** Lane Young, Director of Utilities
- c. **Bid Award for 26-STR-02 Paving;** Matt Higginbotham, Street Commissioner

4. CONTRACTS

- a. **Request for Purchase of Goods and Services; Penn Care, Inc.; (\$174,967.00); Ambulance Chassis Remounting; Additional Services Amendment #5;** Chief Joel Thacker, Carmel Fire Department
- b. **Request for Purchase of Goods and Services; Zoll Medical Corporation; (\$56,066.84); EMS Equipment and Accessories; Additional Services Amendment #2;** Chief Joel Thacker, Carmel Fire Department
- c. **Request for Master Management Agreement; City of Carmel and Carmel/Clay Board of Parks & Recreation;** Michael Klitzing, Director of Carmel Clay Parks & Recreation
- d. **Request for Purchase of Goods and Services; Clark Dietz, Inc; (-\$4,614.90); 23-04 Auman-Newark Sidewalk and Drainage Improvements; CO#2;** Bradley Pease, Director of Engineering
- e. **Request for Purchase of Goods and Services; Current Publishing, LLC; (\$103,096.23); Display Ads 2026;** Kelly Douglas, Director of Marketing and Community Relations
- f. **Request for Purchase of Goods and Services; Brown Sprinkler Corporation; (\$50,270.00); Garage Repairs;** Matt Higginbotham, Street Commissioner

- g. **Request for Purchase of Goods and Services; BASTIN Logan Water Services, Inc.;** (\$117,145.00); **Inspections;** Lane Young, Director of Utilities

5. REQUEST TO USE CITY STREETS/PROPERTY

- a. **Request to Use Midtown Plaza; Fit4Mom; May 01, 2026; 10:00 AM to 11:30 AM;** Debra Sexton, Fit4Mom North Indy
- b. **Request to Use City Streets; Family Fun Ride; May 09, 2026 and June 20, 2026; 7:00 AM to 1:00 PM;** Matt Tanner, Rollfast
- c. **Request to Use Civic Square Gazebo and Lawn and Use/Close City Streets;Special Request to Use Electricity and Fountain Restroom; Carmel Vaisakhi Cultural Festival; May 9,2026; 10:00 AM to 6:00 PM;** Asawari Kaur
- d. **Request to Use Civic Square Gazebo and Lawn and Request to Use City Streets; Special Request to Use Electricity and Fountain Restroom; Cardio 5K; May 16, 2026; 6:00 AM to 1:15 PM;** Inaya Arora, Cardio Care
- e. **Request to Use Midtown Plaza; Pop Up Exercise; May 16, 2026 and July 18, 2026; 8:00 AM to 10:00 AM;** Lauren Williamson, Pure Barre
- f. **Request to Use/Close City Streets; Family Fun Ride; June 06, 2026, and July 11, 2026; 7:00 AM to 1:00 PM;** Matt Tanner, Rollfast
- g. **Request to Use/Close City Streets; Freedom Run 5K; July 04, 2026; 7:00 AM to 9:00 AM;** Donald Carr, Tuxedo Brothers
- h. **Request to Use Reflecting Pool; Special Request to Use Electricity and Reflecting Pool Restrooms; Annual Subregatta; August 8 through August 9, 2026; 7:00 AM to 4:00 PM;** Chris Campbell, Subcommittee/Indianapolis Admirals
- i. **Request to Use Midtown Plaza and Use/Close City Streets; Community Bicycle Event; September 13, 2026; 5:00 AM to 2:00 PM;** Matt Tanner, Rollfast
- j. **Request to Use Midtown Plaza; Live Music on Wednesday Nights; April 1, 2026, through November 30, 2026; 5:00 PM to 9:00 PM;** Jeff Blair, Fork and Ale

6. OTHER

- a. **Resolution BPW 3-18-26-01; A Resolution of the Board of Public Works and Safety of the City of Carmel; Donation of Property Patricksburg VFD and Walton FD;** Chief Joel Thacker, Carmel Fire Department
- b. **Request for Stormwater Technical Standards Waiver; Smoky Row Elementary at 900 W 136th Street;** Pete Rankovich with TLF Engineers
- c. **Request for Replat; 711 S Rangeline Road - Magnolia Block A;** Derek Snyder with Crossroads Engineers

- d. **Request for Replat; 1260 Fairfax Manor Drive - The Twelve at Grand and Main Block 3A;** Gehan Mendis with American Structurepoint, Inc.
- e. **Request for Aerial Waiver of BPW Resolution NO. 04-28-17-01; East 126th Street;** Duke Energy
- f. **Request for Aerial Waiver of BPW Resolution NO. 04-28-17-01; Bexhill Drive;** Duke Energy

7. ADD-ONS AND DEPARTMENT DIRECTOR COMMENTS

8. ADJOURNMENT

Board of Public Works Members

**Laura Campbell,
Presiding Officer**

Appointed by Mayor Finkam
Term January 17, 2024,
Until a Successor is Appointed

Alan Potasnik

Appointed by Mayor Finkam
Term January 17, 2024,
Until a Successor is Appointed

James Barlow

Appointed by Mayor Finkam
Term August 27, 2025,
Until a Successor is Appointed

Next Meeting: April 1, 2026



City of Carmel

CARMEL BOARD OF PUBLIC WORKS MEETING MINUTES

WEDNESDAY, MARCH 4, 2026 - 10:00 AM
COUNCIL CHAMBERS/CITY HALL/ONE CIVIC SQUARE

MEETING CALLED TO ORDER

Board Member Barlow called the meeting to order at 10:00 am.

MEMBERS PRESENT

Board Members James Barlow and Alan Potasnik, Deputy Clerk Jessica Dieckman, and City Clerk Jacob Quinn are present.

MINUTES

Minutes from the February 18, 2026, Regular Meeting. Board Member Potasnik moved to approve. Board Member Barlow seconded. Minutes approved 2-0.

BID OPENINGS, AWARDS, AND REVOCATION

Board Member Potasnik moved to add-on a item. Board Member Barlow moved to approve. Add-On Approved 2-0

Request for Bid Rejection Reconsideration for 26-STR 01-Paving; Sergey Grechukhin, Corporation Counsel, briefly speaks; Reith-Riley Construction is requesting that the Board reconsider the rejection of the Bid Openings for the Paving project. Reith Riley was the lowest bidder at that bid opening. The staff recommended rejection of all bids based on two reasons: there was an expansion of the scope of the project, specifically the addition of paving areas that increased the scope of the project by at least \$250,000; the second reason was ADA compliance, which needed to be clarified or added to the bid. We want to make sure that all Prime Contractors are INDOT-certified with 10 years of experience, own their own asphalt plants, are approved by the Indiana Department of Highways, and have \$2 million in bid compatibility. We also wanted to make sure that all Sub-Contractors have 2 years of experience with INDOT. There were a few more requirements that needed to be met and changed. Reith-Riley Construction felt that the city did not act in good faith when the Board rejected the bids and that the city intentionally prevented them from winning the award. The city strongly opposes those assertions. The changes were made in good faith to ensure taxpayers' money is spent as efficiently as possible. From a legal perspective, the rejection of all bids of this amount is governed by Indiana Code 36-1-12-4

Subsection B5 allows the Board to reject all bids. This statute does not specify any standards to reject bids. The complaint from Reith Riley Construction cites Indiana Law cases that address the issue, but those cases hold that they must be rejected in good faith. This city has clearly met those standards, and the decision to re-bid was not made arbitrarily; it was made to ensure that the project specifications meet the city's standards and to increase the scope of the project, and, on its own, is a sufficient reason to reject all bids. There has not been any intention of keeping them from receiving a bid award. In the past 4 years, Reith Riley has received 9 projects and \$34 million dollars. Our long history together does not lead to the conclusion that we are keeping them from receiving a bid. Our recommendation is for the Board to reject Reith Riley's request to reconsider the Bid Open 26-STR-01 Paving.

Board Member Potasnik briefly asked that we were in good standing during the previous bid opening.

Sergey responds that your rejection of bids is overly broad. The statute states that you can reject all bids, and the cases Reith Riley referenced are not applicable in this situation.

Board Member Potasnik, asked if we are not denying them the chance to rebid for the next bid opening, correct?

Sergey responded that yes, they can bid on the next bid opening if they choose so. Reith Riley was the lowest bid in the last bid opening, but all bids had been rejected at that time.

Board Member Potasnik moved to deny the request. Board Member Barlow seconded. Request for Reconsideration denied 2-0.

Bid Opening for 26-STR-02 Paving; Board Member Potasnik unsealed the bids and read them aloud;

<u>Vendors</u>	<u>Bid Amount</u>
Howard Asphalt LLC	\$6,341,446.73

E&B Paving, LLC	\$6,479,350.30
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TABLED ITEMS

72

~~Public Hearing for the Demolition and Removal of Unsafe Building; 11033-Haverstick Road, Carmel, IN 46033; Brent Liggett, Code Enforcement Official~~
~~TABLED 11-05-25~~ **WITHDRAWN**

CONTRACTS

Request for Purchase of Goods and Services; ZOLL Medical Corporation; (\$223,040.00); Zenix Monitors Defibrillators EMS; Additional Services Amendment; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 2-0.

83 *Request for Second Amendment Agreement; Axon Enterprise, Inc.; Board Member*
84 *Potasnik moved to approve. Board Member Barlow seconded. Request approved 2-0.*

85 *Request for Professional Services; CrossRoad Engineers, P.C.; (\$228,000.00); 22-ENG-*
86 *12 & 17-SW-15-Westfield Blvd Path & Structure Replacement; Additional Services*
87 *Amendment #7a; Board Member Potasnik moved to approve. Board Member Barlow*
88 *seconded. Request approved 2-0.*

89 *Request for Purchase of Goods and Services; Reith-Riley Construction; (\$4,695.86);*
90 *18-ENG-12a Community Drive Raised Intersection Project; CO#1 Final; Board Member*
91 *Potasnik moved to approve. Board Member Barlow seconded. Request approved 2-0.*

92 *Request for Professional Services; Heapy Solutions, LLC; (\$88,000.00); Phase 1*
93 *Energy Center Feasibility/Design Work; Board Member Potasnik moved to approve.*
94 *Board Member Barlow seconded. Request approved 2-0.*

95 *Request for Purchase of Goods and Services; Forte, Inc.; (\$232,218.89); Midtown*
96 *Plaza-Extron Head End Replacement; Additional Services Amendment #3; Board*
97 *Member Potasnik moved to approve. Board Member Barlow seconded. Request*
98 *approved 2-0.*

99 *Request for Purchase of Goods and Services; Engledow, Inc.; (\$182,000.00); 2026 Flower*
100 *Maintenance; Additional Services; Amendment; Board Member Potasnik moved to approve.*
101 *Board Member Barlow seconded. Request approved 2-0.*

102 *Request for Purchase of Goods and Services; TMT, Inc.; (\$85,000.00); Mulching &*
103 *Landscaping Maintenance; Additional Services Amendment; Board Member Potasnik*
104 *moved to approve. Board Member Barlow seconded. Request approved 2-0.*

105 **REQUEST TO USE CITY STREETS/PROPERTY**

106 *Request to Use Carter Green; Wedding Fireworks; March 7, 2026; 5:00 PM to 12:00 AM.;*
107 *Donald Eicks briefly speaks that there was a request for a wedding to have fireworks that*
108 *would last about 5-8 minutes. Sergey Grechukhin, the Corporation Counsel, briefly*
109 *speaks about the request to have a fireworks display at Carter Green. Our noise*
110 *ordinance includes a section on dates and times when fireworks can be used in the city.*
111 *The city of Carmel has a few additional dates because of other events. There is a*
112 *section that allows the board to approve specific events, but it addresses general noise*
113 *that might be generated by those events. Without amending the ordinance, the Board*
114 *cannot approve a private fireworks display outside the dates and times listed in our*
115 *ordinance. Board Member Potasnik moved to deny. Board Member Barlow seconded.*
116 *Request denied 2-0*

117 *Request to Use City Streets; Wedding Ceremony; June 19, 2026; 8:00 AM to 10:00 AM;*
118 *Beth Hoskins, Marketing Department, briefly speaks, the pending on the request was*
119 *that the Fire Department was concerned that the road was going to be closed and that*
120 *was not correct it was just going to be a partial closure but Carmel Polee will be there to*
121 *help with traffic. Board Member Potasnk moved to approve. Board Member Barlow*
122 *seconded. Request approved 2-0.*

Request to Use Civic Square Gazebo and Lawn; Special Request to Use Fountain and Reflecting Pool Restrooms; The Climb; October 4, 2026; 9:00 AM to 6:00 PM; Brittany Dewbrew-Hale briefly speaks that The Climb is an annual event to support postpartum depression. Our problem is that our insurance does not meet the city's \$300,000-per-person medical coverage requirement, and our policy only covers \$5,000 per person in medical coverage, but we do have the full \$1 million umbrella coverage for the event. We are asking for an exception to the policy because we are just doing a walk to raise awareness, and no climbing will be happening. Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 2-0.

Request to Use Civic Square Gazebo and Lawn; Special Request to Use Electricity and Fountain Restroom; Indianapolis Children's Festival; April 25, 2026; 7:00 AM to 4:00 PM; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 2-0.

Request to Use City Streets; Mobile Lung Screening; May 28, 2026; 6:00 AM to 5:00 PM; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 2-0.

Request to Use/Close City Streets; Special Request to Use Electricity; (Amendment to Approved Application; Originally Approved 12-03-25); Corks in Carmel WineFest; October 3, 2026; 9:00 AM to 6:00 PM; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 2-0

Request to Use/Close City Streets; Special Request to Use Electricity; (Amendment to Approved Application; Originally Approved 11-05-25); Late Night on Main; October 3, 2026; 9:00 AM to 11:00 PM; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 2-0.

Request to Use Civic Square Fountain Area, Midtown Plaza, and Use City Streets; 2026 City of Carmel Trolley; November 20, 2026, through December 19, 2026; 8:00 AM to 4:00 PM.; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 2-0.

OTHER

Request for Consent to Encroach; 1445 Tallyn Way; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 2-0.

Request for Stormwater Technical Standards Waiver; 1335 S Guilford; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 2-0.

Request for Aerial Waiver of BPW Resolution NO. 04-28-17-01; 1225 E 111th Street; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 2-0.

Request for Aerial Waiver of BPW Resolution NO. 04-28-17-01; Various Locations on Oakridge Road; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 2-0.

166
167 *Request for Aerial Waiver of BPW Resolution NO. 04-28-17-01; Various Locations on Clay*
168 *Center Road; Board Member Potasnik moved to approve. Board Member Barlow*
169 *seconded. Request approved 2-0.*

170 **ADD-ONS**

171
172 *Board Member Potasnik moved to approve an Add-On Item. Board Member Barlow*
173 *seconded. Add-On approved 2-0.*

174 ***Request to Use Midtown Plaza; Special Request to Use Electricity; Cricket Watch***
175 ***Party; March 8, 2026; 8:00 AM through 4:00 PM.***

176 *Board Member Potasnik moved to approve. Board Member Barlow seconded. Request*
177 *approved 2-0.0*

178 **ADJOURNMENT**

179
180 *Board Member Barlow adjourned the meeting at 10:39 AM*

APPROVED:

Jacob Quinn – City Clerk

Chairwoman Laura Campbell

ATTEST:

Jacob Quinn – City Cler

PennCare, Inc.
Fire Department - 2026
Appropriation #1120 44-680.03 Capital Lease Fund; P.O. #119411
Contract Not To Exceed \$174,967.00

**ADDITIONAL SERVICES AMENDMENT TO
AGREEMENT FOR GOODS AND SERVICES**

This ADDITIONAL SERVICES AMENDMENT TO AGREEMENT FOR GOODS AND SERVICES (“Additional Services Amendment”) shall amend the terms of the Agreement for Purchase of Goods and Services entered into by and between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety (“City”), and Penn Care, Inc. (the “Vendor”) as City Contract dated October 2, 2019 (the “Agreement”) by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit “A”. The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Additional Services Amendment as follows:

CITY OF CARMEL, INDIANA

Penn Care, Inc.

by and through its Board of Public
Works and Safety

By:

By:

Laura Campbell, Presiding Officer

P. J. Lukasewski

Authorized Signature

Date: _____

P. J. Lukasewski

Printed Name

James Barlow, Member

Date: _____

Sales mgr.

Title

Alan Potasnik, Member

FID/TIN: 34-1756819

Date: _____

ATTEST:

Date: 3.4.26

Jacob Quinn, Clerk

Date: _____



REMOUNT OR REFURBISH PROPOSAL

FOR: CARMEL FIRE DEPARTMENT, BRAUN #8294

DATE: FEBRUARY 23, 2026

Thank you for allowing us to participate in the Braun Remount. We are extremely pleased to have this opportunity to partner with you on this project and further solidify the relationship between Penn Care, Inc., Braun Industries and the Carmel Fire Department.

Included is a complete list of the requested work along with any notes we've made to help clarify any of the items.

Price for Package #1 remount \$ 174,967.00

Ready after the first remount is completed and receipt of purchase agreement with production time being 6-8 weeks after chassis arrival.

Please note: Penn Care, Inc. will provide a loaner unit at no cost to be used during the remount process. Loaner will need to be picked up and dropped off at remount facility when you drop off and pick up the remount.

FOB: Elkhart, Indiana

Changes or additions to the vehicle may be made before manufacturing begins, with the appropriate charges or credits applied to the aforementioned price. Penn Care, Inc. will honor this proposal for thirty (30) days. Please feel free to give me a call at 765-425-5920 if any further information is needed.

Sincerely,

Tony Crum

Sales Representative
Penn Care, Inc.

Exhibit A Page 2 of 3



Ambulance Remount and Service Center

Quote Expiration: 3/24/26

Package 1:

Up & Over - Matching Type Chassis

Module must be cleaned including removal of Sharps & Waste. Module must be emptied of materials and equipment.

6-8 Weeks from receipt of New Chassis/Donor Chassis

Dealer/Customer	
Dealer:	Penn Care, Inc.
Customer:	Carmel Fire Department
Address:	2 Civic Square, Carmel IN 46032
Contact:	Scott Osborne
Phone:	317-371-3140
Email:	sosborne@carmel.in.gov
Type Class:	Type I
Module Model:	Chief XL
Chassis:	Ford F-550
Liquid Springs?	Yes
Veh. Model:	4X4
Fuel Type:	Gas

Remount Production #
Original Production #
8294

Original Chassis?
Return
Photos?
Yes

QTY	STD/OPTION	DESCRIPTION		
Base Package & Chassis				
1	STD	CONVERSION		
1	MY2025	Ford F-550 XLT, 6.7L Gas, 193WB, 18,000 GVWR 108" CA, 4x4 ** ORDER CHASSIS WITH POWER FOLDING MIRRORS, OEM BLACK PAINT, STEEL WHEELS, OEM RADIO THAT WILL DISPLAY BACK UP CAMERA **Please enter chassis QTY**		
1	01-CH-001	Liquid Spring Suspension Installation by Utility Bodywerks, see quote, the kit will be ordered through Utility Bodywerks; Requires Dump cancel switch - installed at the Curbside rear door on the wall - "L/S Dump Override" - p/n: MX09166. NOTE: 6 - 8 Week Lead Time **Please enter Liquid Spring QTY**		
3 - Body & Chassis				
1	STD	This chassis is equipped with a Gasoline Exhaust System to meet the EPA standards for Gasoline exhaust emissions		
1	STD	Anti-Theft Device: IdleLock Ignition Security System, for Ford F-Series Chassis Only. Activation in OEM radio screen.		
1	30-R3-0013	AIR HORNS - DUAL TRUMPETS, UNDER BUMPER W/SW, TRANSFER Transfer the existing Air Horn System - dual trumpets with new brackets, one (1) 10" and one (1) 12", mounted under front bumper, one each side, transfer the compressor w/cover in existing location. The air horns shall be activated by a push button switch located on the MCC		
1	STD	Camera System: Install OEM Back-up Camera tied to OEM display screen in cab. Install camera in recessed housing above rear doors.		
2	STD	Running Boards: Diamond Plate, Type I w/starburst pattern		
1	STD	Wheel Covers: Stainless steel covers w/Valve Extenders		
1	STD	Heat Shield: Replace and secure thermal protection shield		
Distribution, Control Center & Interior Lighting				
1	STD	Vista Screen: TRANSFER Weldon V-MUX Vista interface module / display screen shall be installed on the master control console in the cab/chassis area. All required programming updates shall be completed. Install new Vista button rows, includes screen side buttons and home row buttons		
1	30-R7-1009	TRANSFER POWER DOOR LOCKS - INSTALL NEW GRILLE SWITCH Transfer the existing Power Door Lock System, install a new grille switch in the standard location. Install a new door lock module(s) in the PDQ		
2	STD	Antenna, Radio Coax Cables: Power & Ground for each		
1	STD	Transfer Cab Mounted Radio Antenna Base & Reconnect Coax to Base. **Final Radio hook up will NOT be completed at the Remount Facility. Dealer/Customer responsible for final hook up**		
1	STD	Breakers: Install new breakers for electrical system		
Warning Lights & Sirens				
1	STD	Lights, Warning, Intersection Lights: (2) Whelen 700 Red Series Super-LEDs on front fenders		

Exhibit A Page 3 of 3

1	30-R7-2012	LIGHTS GRILLE - 4 WHELEN ION SUPER LED WITH "X" PATTERN Four (4) Whelen ION series red LED warning lights with clear lens, with waterproof connectors shall be installed the grille area of the chassis. The lights shall operate from a switch on the master control console labeled "Flashers", flash in "X" Pattern IPOS		
1	30-R3-1742	HOWLER - SIREN & SPEAKER SYSTEM, TRANSFER Transfer the existing Whelen Howler siren & speaker system with new brackets		
2	STD	Siren Speakers: Dual 100 Watt drivers mounted behind the front bumper		
1	STD	Siren: Whelen 295-HFSA7, 200 Watt		
06 - A/C & Heat				
1	STD	HVAC System: Reconnect existing system, test & vendor certify High capacity free blow combination Heat-AC system with digital thermostat control on the action area wall. HVAC unit mounted in front bulkhead above the tech seat.		
1	STD	Replace HVAC Filter		
08 - Other				
1	06-R1-0115	FLOOR CONSOLE, ALUMINUM ANGLED FRONT W/ REMOVABLE PLATES, NEW A center floor console manufactured out of aluminum and covered in a black onyx scratch resistant, multi-use polychromatic coating with a clear epoxy finish shall be installed in the cab		
1	SPECIAL OPTION	DEF LOCATION, REMOVE Remove DEF Fill and protector plate, install a new stainless steel panel over openin/area		
1	SPECIAL OPTION	LIGHTS, UNDERBODY - TRANSFER Transfer the existngg underbody lights		
1	SPECIAL OPTION	PROGRAMMING, CUSTOM Add custom programming: Inverter on with ignition, delete flashing headlights		
1	SPECIAL OPTION	COMPARTMENT MATTING, CLEAN Clean/reinstall compartment matting		
1	SPECIAL OPTION	CONDENSOR WITH GUARD - TRANSFER Transfer the existing front condensor with brushguard		
1	SPECIAL OPTION	INTERCOM - TRANSFER Transfer the existing intercom system in the cab		
1	SPECIAL OPTION	OUTLET, CAB - TRANSFER Transfer the existing outlet in the cab area		
1	SPECIAL OPTION	CRADLE POINT SYSTEM - Transfer Cradle Point in module, transfer two (2) wires that run to console		
1	SPECIAL OPTION	CAB DOME LIGHTS, TRANSFER Transfer the existing cab ceiling dome lights to new chassis. Locate in matching positions		
1	STD	HVAC System: NEW hoses, fittings, booster pump, and water valve		
1	SPECIAL OPTION	LIGHT, COMPARTMENT DOOR OPEN ALARM IN CAB Transfer the existing mini LED light in cab to overhead OEM console. Light to flash and have audible alarm when vehicle is taken out of park with compartment or entry doors open		
1	STD	Original Cot Hardware to be REINSTALLED		
1	OPT	Paint chasis black OEM over red to match their current layout		
1	STD	Repair/Replace Skid tape and Reflective tape (ID at inspection)		
1	STD	Clean exterior and interior of unit		
1	STD	Test and inspect all systems: Full PDI		
e Purchase Agreement for complete Terms & Conditions				
1	STD	Sharps Removal Fee **Will not be invoiced if truck is clean at inspection**		
1	STD	Structural Warranty: Warranty Transfer TBD at initial inspecton		
1	STD	Ambulance Remount and Service Center reserves the right to adjust quote after full inspection of the vehicle. All quote revisions will be submitted and sent through the approval process before work begins		
1	STD	Ambulance Remount and Service Center is not responsible for any equipment, tools, or personal belongings left in the vehicle when it is dropped off for service. Customers are solely responsible for securing and/or removing their belongings. We will not be held liable for any loss, theft, or damage to items left in the vehicle.		
1	STD	Remount quotes are valid for 30 calendar days. After 30 calendar days quotes are subject to change.		

By signing below, I confirm that this order has been reviewed and approved for processing.

Dealer Signature

Date: _____

Please click the link below to complete the Braun Purchase Agreement Standard Terms & Conditions.
Please note, your Remount will not be accepted without receipt of the signed Terms & Conditions.
[Braun Remount Terms & Conditions](#)

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

119411

THIS NUMBER MUST APPEAR ON INVOICES, A/P
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
2/26/2026			368918	M344 Re-Chassis

PENN CARE INC.
VENDOR 1317 NORTH ROAD
NILES, OH 44446 -

Carmel Fire Department
SHIP TO 210 Veterans Way
Carmel, IN 46032-

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
108660				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: **1120** Fund: **0** Capital Lease Fund

Account: **44-680.03**

1 Each

Refurbish - Re-Chassis Ambulance Per Attached

\$174,967.00	\$174,967.00
Sub Total	\$174,967.00



Send Invoice To:

Carmel Fire Department

2 Civic Square

Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
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SHIPPING INSTRUCTIONS

*SHIP PREPAID.
*C.O.D. SHIPMENT CANNOT BE ACCEPTED.
*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL
*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

PAYMENT

\$174,967.00

* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

Denise Snyder

TITLE

Accreditation/Budget Administrator

Zac Jackson

CFO

CONTROL NO. **119411**

ZOLL Medical Corporation
Fire Department - 2026
Appropriation #1120 44-680.03 Fund; P.O. #119404
Contract Not To Exceed \$56,066.84

**ADDITIONAL SERVICES AMENDMENT TO
AGREEMENT FOR GOODS AND SERVICES**

This ADDITIONAL SERVICES AMENDMENT TO AGREEMENT FOR GOODS AND SERVICES (“Additional Services Amendment”) shall amend the terms of the Agreement for Purchase of Goods and Services entered into by and between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety (“City”), and ZOLL Medical Corporation (the “Vendor”) as City Contract dated May 7, 2025 (the “Agreement”) by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit “A”. The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Additional Services Amendment as follows:

CITY OF CARMEL, INDIANA

by and through its Board of Public
Works and Safety

By:

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

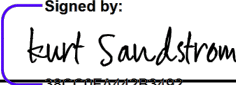
ATTEST:

Jacob Quinn, Clerk

Date: _____

ZOLL Medical Corporation

By:

Signed by:


Authorized Signature

Kurt Sandstrom

Printed Name

VP/GM EMS Sales

Title

FID/TIN: 042711626

Date: Mar 2, 2026


Exhibit A Page 1 of 3 ZOLL Medical Corporation

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Quote No: Q-123009 Version: 5

Carmel Fire Department - Headquarters
210 Veterans Way
Carmel, IN 46032

ZOLL Customer No: 164973

Andrew Young
3175712630
asyoung@carmel.in.gov

Quote No: Q-123009
Version: 5

Issued Date: February 19, 2026
Expiration Date: March 31, 2026

Terms: Net due in 30 days

FOB: Shipping Point
Freight: Prepay & Add

Prepared by: Rod Cheney
EMS Territory Manager
rcheney@zoll.com
+1 4199069018

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1	CH-19879	8000-001128	AccuVent Sensors, Box of 10	6	\$821.00	\$624.84	\$3,749.04
2	CH-19879	8000-010111	Masimo NomoLine LH Nasal/Oral CO2 Cannula, Adult, Box of 25	12	\$430.00	\$380.00	\$4,560.00
3	CH-19879	8000-010112	Masimo NomoLine LH Nasal/Oral CO2 Cannula, Pediatric, Box of 25	8	\$410.00	\$360.00	\$2,880.00
4	CH-19879	8000-010115	Masimo NomoLine LH Airway Adapter SET, Adult/Pediatric, Box of 25	4	\$350.00	\$308.00	\$1,232.00
5	CH-19879	8900-000422-01	Zenix CPR AA Electrode, Box of 8	10	\$850.00	\$750.00	\$7,500.00
6	CH-19879	8900-000424-01	Zenix CPR Pediatric Electrode, Box of 8	8	\$950.00	\$835.00	\$6,680.00
7	CH-19879	98-0599-41	Zenix NIBP Cuff, Child	22	\$20.00	\$17.65	\$388.30
8	CH-19879	98-0599-4A	Zenix NIBP Cuff, Adult Plus	5	\$30.00	\$26.50	\$132.50
9	CH-19879	98-0599-4C	Zenix NIBP Cuff, Large Adult Plus	17	\$30.00	\$26.50	\$450.50
10	CH-19879	98-0599-4K	Zenix NIBP Cuff, Small Adult Plus	22	\$30.00	\$26.50	\$583.00
11	CH-19879	8000-010152	Masimo RD Rainbow SET Patient Cable, 4 ft, EMS	5	\$260.00	\$230.00	\$1,150.00



ZOLL Medical Corporation

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Carmel Fire Department - Headquarters
Quote No: Q-123009 Version: 5

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
12	CH-19879	8000-000878-01	Zenix Fan Folder Paper, Grid, Box of 10	8	\$49.00	\$43.00	\$344.00
13	CH-19879	8016-000860-01	Zenix Carry Case, Large	17	\$490.00	\$430.00	\$7,310.00
14	CH-19879	91-0028-16	Zenix NIBP Patient Hose, F Bayo to F Bayo, 10 ft	5	\$70.00	\$61.50	\$307.50
15	CH-19879	8016-000111-01	SurePower 4 Battery	12	\$1,180.00	\$1,040.00	\$12,480.00
16	CH-19879	8016-001000	SurePower 4 Charger Adapter	16	\$450.00	\$395.00	\$6,320.00

Subtotal: \$56,066.84

Total: \$56,066.84

Contract Reference	Description
CH-19879	Reflects Sourcewell 2023 041823-ZLL Contract Pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in Sourcewell 2023 041823-ZLL shall apply to the customer's purchase of the products set forth on this quote.

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/terms-and-conditions-of-sale>, for software products can be found at <https://www.zoll.com/software-legal>, and for ExpertCare Service Plans can be found at <https://www.zoll.com/ExpertCare-Service-Terms>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made upon availability.
2. This Quote expires on March 31, 2026. Pricing is subject to change after this date.
3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.
7. Place your future accessory orders online by visiting the ZOLL web store.



ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Carmel Fire Department - Headquarters
Quote No: Q-123009 Version: 5

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Order Information (to be completed by the customer)

- [] Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)
- [] Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

- [] Yes PO Number: _____ PO Amount: _____
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)
- [] No (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

Carmel Fire Department - Headquarters
Authorized Signature:

Name: _____
Title: _____
Date: _____

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT CERTIFICATE NO. 003120155 002 0	Page 1 of 1
FEDERAL EXCISE TAX EXEMPT 35-6000972	PURCHASE ORDER NUMBER 119404
	THIS NUMBER MUST APPEAR ON INVOICES, A/P VOUCHER, DELIVERY MEMO, PACKING SLIPS, SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
2/25/2026			373873	Accessories for Monitor Upgrade
ZOLL MEDICAL CORP		Carmel Fire Department		
VENDOR PO BOX 27028		SHIP TO 210 Veterans Way		
NEW YORK, NY 10087--7028		Carmel, IN 46032-		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
108644				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1120 Fund: 0 Capital Lease Fund
Account: 44-680.03

1 Each	***Per Attached Quote Q-123009 Version 5***	\$0.00	\$0.00
6 Each 8000-001128	Accuvent Sensors	\$624.84	\$3,749.04
4 Each 8000-010115	Masimo NomoLine LH Airway Adapter SET Adult/Pediatric	\$308.00	\$1,232.00
8 Each 8000-010112	Masimo NomoLine LH Nasal/Oral CO2 Cannula Pediatric	\$360.00	\$2,880.00
12 Each 8000-010111	Masimo Nomoline LH Nazal/Oral CO2 Canula Adult	\$380.00	\$4,560.00
5 Each 8000-010152	Masimo RD Rainbow SET Patient Cable 4 ft EMS	\$230.00	\$1,150.00
12 Each 8016-000111-01	SurePower 4 Battery	\$1,040.00	\$12,480.00
16 Each 8016-001000	SurePower 4 Charger Adapter	\$395.00	\$6,320.00
17 Each 8016-000860-01	Zenix Carry Case - Large	\$430.00	\$7,310.00
10 Each 8900-000422-01	Zenix CPR AA Electrode	\$750.00	\$7,500.00
8 Each 8900-000424-01	Zenix CPR Pediatric Electrode	\$835.00	\$6,680.00
8 Each 8000-000878-01	Zenix Fan Folder Paper	\$43.00	\$344.00
5 Each 98-0599-4A	Zenix NIBP Cuff Adult Plus	\$26.50	\$132.50
22 Each 98-0599-41	Zenix NIBP Cuff Child	\$17.65	\$388.30
17 Each 98-055-4C	Zenix NIBP Cuff Large Adult Plus	\$26.50	\$450.50
22 Each 98-0599-4K	Zenix NIBP Cuff Small Adult Plus	\$26.50	\$583.00
5 Each 91-0028-16	Zenix NIBP Patient Hose, F Bayo to F Bayo 10 Ft	\$61.50	\$307.50
		Sub Total	\$56,066.84

Send Invoice To:
Carmel Fire Department

2 Civic Square
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
------------	---------	---------	-----------------	--------

SHIPPING INSTRUCTIONS

*SHIP PREPAID.
*C.O.D. SHIPMENT CANNOT BE ACCEPTED.
*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL
*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

PAYMENT \$56,066.84

* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY



Denise Snyder

TITLE Accreditation/Budget Administrator



Zac Jackson

CFO

CONTROL NO. 119404

MASTER MANAGEMENT AGREEMENT

APPROVED

By Sergey Grechukhin at 9:57 am, Mar 05, 2020

THIS MASTER MANAGEMENT AGREEMENT (“Agreement”) is entered into by and between the City of Carmel, Indiana, by and through its Board of Public Works and Safety (“**Owner**”), and the Carmel/Clay Board of Parks & Recreation (“**Manager**”) (Owner and Manager collectively the “**Parties**” and individually a “**Party**”).

WHEREAS, Owner is a municipality that owns or operates certain real property, improvements and facilities as described and illustrated in **Exhibit A** attached hereto and made a part hereof by this reference (collectively the “**Properties**” and individually a “**Property**”); and

WHEREAS, Manager is responsible for the operation and maintenance of certain public parks, trails, playgrounds, facilities, and other public areas located in the City of Carmel, (“**City**”) and Clay Township of Hamilton County, Indiana (the “**Township**”); and

WHEREAS, Owner desires to engage Manager to manage the Properties, and Manager desires to manage the Properties, subject to the terms, conditions and limitations set forth in any deeds, easement agreements and other instruments of record or otherwise made known by Owner to Manager in writing, under and pursuant to the terms and conditions set forth in this Agreement and the Interlocal Cooperation Agreement by and between the City and the Township entities dated July 26, 2002 (as amended or replaced, the “**Interlocal Agreement**”).

NOW, THEREFORE, in consideration of the foregoing Recitals, and the covenants and conditions set forth herein, the Parties enter into this Agreement and mutually agree as follows:

ARTICLE I **Incorporation of Recitals**

- 1.1 The foregoing Recitals are incorporated into and made a part of this Agreement.

ARTICLE II **Performance**

- 2.1 Owner agrees to engage Manager to manage the Properties and Manager agrees to accept the management of the Properties subject to the terms, conditions and limitations set forth in any deeds, easement agreements and other instruments of record affecting Property or otherwise made known to Manager by Owner in writing, the terms and conditions set forth in the Interlocal Agreement and the terms and conditions of this Agreement.
- 2.2 Time is of the essence of this Agreement.

ARTICLE III **Term; Renewal**

- 3.1 The term of this Agreement shall begin on the Effective Date (as hereinafter defined) and shall end on the next occurring January 1 (the “**Term**”).

- 3.2 Subject to the termination provisions contained herein, the Term shall automatically extend for additional successive periods of one (1) year each beginning on the expiration date of the immediately preceding Term. Such Term extension(s) shall be upon the same terms and conditions as are contained in this Agreement for the initial Term, as the same may be amended from time to time by the Parties in writing.
- 3.3 Either Party shall provide notice to the other Party at least one hundred eighty (180) days before the expiration of the then-current Term if the noticing Party does not wish for this Agreement to automatically extend as described in Paragraph 3.2 above.

ARTICLE IV
Fees; Appropriations; Taxes and Assessments; Capital Costs

- 4.1 There shall be no management fee paid pursuant to this Agreement. Owner and Manager acknowledge that the yearly operating budget for Manager's maintenance of the Properties will be included in Manager's budget to be presented to the City's Common Council for annual appropriation. Owner further acknowledges and agrees that should the City fail to fund Manager's yearly operating budget for the Properties, Manager shall have the right to terminate this Agreement by providing written notice to Owner.
- 4.2 Owner shall be responsible for all taxes and assessments on the Properties, if any, that become due and payable during the Term or any extension thereof.
- 4.3 Manager shall be responsible to perform all necessary capital repairs and improvements to the Properties, provided that the City's Common Council has specifically appropriated funds for this purpose. If such an appropriation is not made, the Owner will be responsible for these capital repairs and improvements.

ARTICLE V
Insurance

- 5.1 Manager agrees to obtain, and to keep in force throughout the Term and/or any extension thereof, at Manager's sole expense, commercial general liability insurance ("Insurance") from an insurer licensed to do business in Indiana, against any and all claims for personal injury (including bodily injury and death) and/or property damage occurring on the Properties. The Insurance shall provide coverage, in an amount of not less than Five Hundred Thousand Dollars (\$500,000.00) with respect to the personal injury of any one person, in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence involving two or more persons, and in an amount of not less than One Hundred Thousand Dollars (\$100,000.00) per occurrence involving property damage. The coverage limits set forth herein shall not limit the liability of Manager for damages related to the Properties.
- 5.2 The Insurance shall name Owner and its officers, elected officials and employees as additional insureds and shall be issued by an insurer of recognized responsibility who is licensed to do business in the State of Indiana. Prior to the commencement of the initial Term, and annually upon

the extension of the Term, upon Owner's request, Manager shall provide a certificate of insurance to Owner evidencing the minimum coverages provided herein.

ARTICLE VI

Use of Properties

- 6.1 Manager agrees that the Properties will be managed for the benefit of the general public for use for lawful park and recreational activities which may take place in accordance with applicable City's ordinances and Manager's written rules and regulations, and under Manager's control, for the Term and any extensions thereof.
- 6.2 Manager agrees to submit a written master plan ("**Master Plan**") to the Owner for approval, outlining necessary improvements to the Properties to ensure effective management, facilitate public use, maintain order, and keep the Properties safe, neat and attractive. The Master Plan shall comply with all applicable laws and with all covenants, restrictions, obligations and limitations the Owner agreed to when acquiring or accepting a property interest in each Property. Should Owner fail to act on the Master Plan within ninety (90) calendar days from the receipt of the same by Owner, with a copy contemporaneously provided to the Carmel Corporation Counsel, the Master Plan shall be deemed approved. The Master Plan, once approved by the Parties, cannot be changed, modified or superseded without the express prior written consent of Owner.
- 6.3 Manager agrees to comply with all applicable laws, orders, rules and regulations of any federal, state or municipal government, court, department or agency that is applicable to the Properties and/or to Manager's use thereof, as well as any limitations of use or restrictions contained in applicable deeds, easements, plats, and/or other recorded land interests and conveyance documents.
- 6.4 Manager agrees to accept the Properties "as-is" in their present condition, and to make, at its sole expense, such improvements as are required by Manager consistent with the Master Plan and all applicable law.
- 6.5 Owner agrees to cooperate with Manager to obtain government issued permits for the Manager to fulfill its obligations and responsibilities under this Agreement that require Owner's authorization and approval.
- 6.6 Owner and Manager reserve the right to temporarily close any trail, park or other facility located on the Properties if such closure is necessary for the maintenance or repair of facilities located thereon. For routine maintenance or repairs, the noticing Party shall provide the other Party with seven (7) calendar days' notice of the closure. Owner or Manager may immediately close any trail, park or other facility located on the Properties in the case of a bona fide emergency.
- 6.7 At the expiration of the Term and any extension(s) thereof, or upon the earlier termination of this Agreement as provided herein, or upon Owner's otherwise lawful re-entry on the Properties, Manager shall surrender the Properties to Owner in substantially the same condition that the Properties were in at the beginning of the Term, normal wear and tear and such improvements installed thereon and therein consistent with the approved Master Plan excepted.

- 6.8 Owner agrees that, if and so long as Manager keeps and substantially performs each material term and condition herein imposed upon Manager, and if and so long as this Agreement is not lawfully terminated, Manager shall quietly enjoy the Properties without hindrance or molestation by Owner or any person lawfully claiming under Owner, subject to any property rights or interests of others therein as set forth in any deed, easement agreement or other instrument of record regarding the Properties and Owner's obligations thereunder, as well as to Owner's rights, obligations and duties under law and this Agreement.
- 6.9 In addition to the general provisions of this Agreement, any special provision which applies with respect to one or more of the Properties is described in **Exhibit B** and incorporated herein.

ARTICLE VII
Maintenance; Utilities

- 7.1 Manager agrees to keep the Properties reasonably clean, sanitary, safe, neat, attractive and free from refuse at all times during the Term and any extension(s) thereof, to provide fireproof containers for the storage of refuse thereon, and to arrange for the regular pickup of such refuse, all at Manager's expense.
- 7.2 Manager agrees to pay all maintenance expenses related to Manager's use or management of the Properties, including, but not limited to, labor, machinery and equipment.
- 7.3 Manager agrees to pay all utility service and expenses associated with Manager's use or management of the Properties.

ARTICLE VIII
Liens

- 8.1 Manager agrees that it will not create nor by its own actions provide the basis for the creation or continuance of any mechanic's, materialman's or other lien that encumbers the Properties. If such a lien is created which encumbers the Properties and is not released or bonded over by Manager within thirty (30) days of its attachment, the Owner shall have the right to pay such lien or obtain such bond, all at Manager's sole cost and expense.

ARTICLE IX
Owner's Right to Perform Work; Inspections

- 9.1 If Manager should, at any time during the Term or any extension thereof, fail to perform its obligations under this Agreement, and shall not, upon ten (10) calendar days' notice of such default from Owner, fully cure the same, Owner may supply the omitted performance. Any reasonable expense incurred by Owner in so doing shall constitute an obligation of Manager which shall be payable within sixty (60) calendar days of Manager's receipt of an itemized invoice from Owner regarding such expense. Notwithstanding the foregoing, in the event of an emergency, Owner shall be entitled to immediately cure any default or perform any of Manager's obligations hereunder at Manager's sole cost and expense.

- 9.2 Owner shall have the right, at any time and without demand or notice, to enter upon the Properties to determine whether Manager is performing its obligations under this Agreement, to comply with Owner's obligations under and pursuant to the terms and conditions of any deeds, easement agreements and other instruments of record encumbering the Properties, or for any other lawful purpose.

ARTICLE X **Indemnity**

- 10.1 Manager agrees to indemnify and hold Owner harmless from any and all liabilities, losses, costs, damages and expenses, including, but not limited to, reasonable attorney fees, that the Owner incurs or is subject to on account of or as a result of any bodily injury to, or the death of, any person, or the loss or destruction of, or damage to, any property, which injury, death or damage arises, or is alleged to arise, out of Manager's possession or use of, or actions on, the Properties, unless such injury, death or damage is the result of Owner's negligent conduct or intentional action on the Properties. This obligation shall survive the termination of this Agreement.
- 10.2 Owner agrees to indemnify and hold Manager harmless from any and all liabilities, losses, costs, damages and expenses, including, but not limited to, reasonable attorney fees, that Manager incurs or is subject to on account of or as a result of any bodily injury to, or the death of, any person, or the loss or destruction of, or damage to, any property, which injury, death or damages arises, or is alleged to arise, out of Owner's use of, or actions on, the Properties, unless such injury, death or damage is the result of Manager's negligent conduct or intentional action on the Properties. This obligation shall survive the termination of this Agreement.
- 10.3 As between Owner and Manager, any property of either shall be kept, stored or maintained on or in the Properties at such party's own risk and expense.

ARTICLE XI **Assignment**

- 11.1 Manager shall not assign this Agreement without the prior written consent and agreement of Owner.

ARTICLE XII **Default; Termination**

- 12.1 In the event Manager repudiates, breaches or defaults under any of the terms or conditions of this Agreement and does not correct such failure or breach within ten (10) calendar days (or such shorter period of time as is commercially reasonable under the circumstances) after receipt of written notice from Owner specifying such failure or breach, or becomes insolvent, is placed into receivership, makes a general assignment for the benefit of creditors or dissolves, each such event constituting an event of default hereunder, Owner shall have the right to (1) terminate all or any parts of this Agreement, without liability to Manager; and (2) exercise all other rights and remedies available to Owner at law and/or in equity.

- 12.2 Notwithstanding anything to the contrary set forth herein, this Agreement shall immediately terminate if the Interlocal Agreement is terminated.
- 12.3 Owner may terminate this Agreement at any time upon one hundred eighty (180) days written notice prior to any January 1 of the Term, with such termination effective as of that January 1.

ARTICLE XIII
Notice

- 13.1 Any notice provided for in this Agreement will be sufficient if it is in writing and is delivered by postage prepaid U.S. certified mail, return receipt requested, or by personal service, to the party to be notified at the address specified herein:

If to Owner:	City of Carmel Office of the Mayor One Civic Square Carmel, Indiana 46032	<u>AND</u>	City of Carmel Office of Corporation Counsel One Civic Square Carmel, Indiana 46032
--------------	--	-------------------	--

If to Manager: Carmel/Clay Board of Parks & Recreation
1411 E. 116th Street
Carmel, IN 46032
Attn: Director

ARTICLE XIV
Miscellaneous

- 14.1 The failure of either party to require performance by the other of any provision of this Agreement shall not affect the right of such party to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision hereof.
- 14.2 Notwithstanding any other provision of this Agreement, this Agreement is subject to all easements and other restrictions of record regarding the Properties, and to Owner's general police powers, Home Rule rights and obligations, and all of Owner's other lawful rights, obligations, privileges and powers.
- 14.3 This Agreement may only be modified by written amendment executed by both parties hereto.
- 14.4 This Agreement is the joint work of both parties and shall not be strictly construed against either party but shall be interpreted in a fair and reasonable manner so as to best fulfill the intent and purpose of the parties hereto.
- 14.5 All headings and sections of this Agreement are inserted for convenience only and do not limit, expand or otherwise alter the meaning of any provision hereof.

- 14.6 The parties, and their respective officers, officials, agents, partners, successors, assigns and legal representatives, are bound to the other with respect to all of the covenants, terms, warranties and obligations set forth in Agreement.
- 14.7 The parties warrant that they have read this Agreement and understand it, have had the opportunity to obtain legal advice and assistance of counsel throughout the negotiation of same, and enter into this Agreement freely, voluntarily and without any duress, undue influence or coercion.
- 14.8 This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate state court with jurisdiction in Hamilton County, Indiana, only, and agree that such court is the appropriate venue for and has jurisdiction over same.
- 14.9 The parties hereto represent and warrant that they are authorized to enter into this Agreement and that the person(s) executing this Agreement have the authority to bind the party which they represent.
- 14.10 If any term of this Agreement is found to be invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted only to the extent necessary to comply with the same, and the remaining provisions of this Agreement shall remain in full force and effect.
- 14.11 This Agreement, together with all exhibits attached hereto and all matters incorporated by reference herein, constitutes the entire agreement between Owner and Manager with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as follows:

CITY OF CARMEL, INDIANA

by and through its Board of Public Works and Safety

By:

Laura Campbell, Presiding Officer
Date: _____

Alan Potasnik, Member
Date: _____

James Barlow, Member
Date: _____

ATTEST:

Jacob Quinn, Clerk
Date: _____

**CARMEL CLAY BOARD OF
PARKS & RECREATION**

By:


Michael Klitzing, Director
Date: 02/12/2026

EXHIBIT "A"

Description or Depiction of Properties

Description or Depiction of Properties

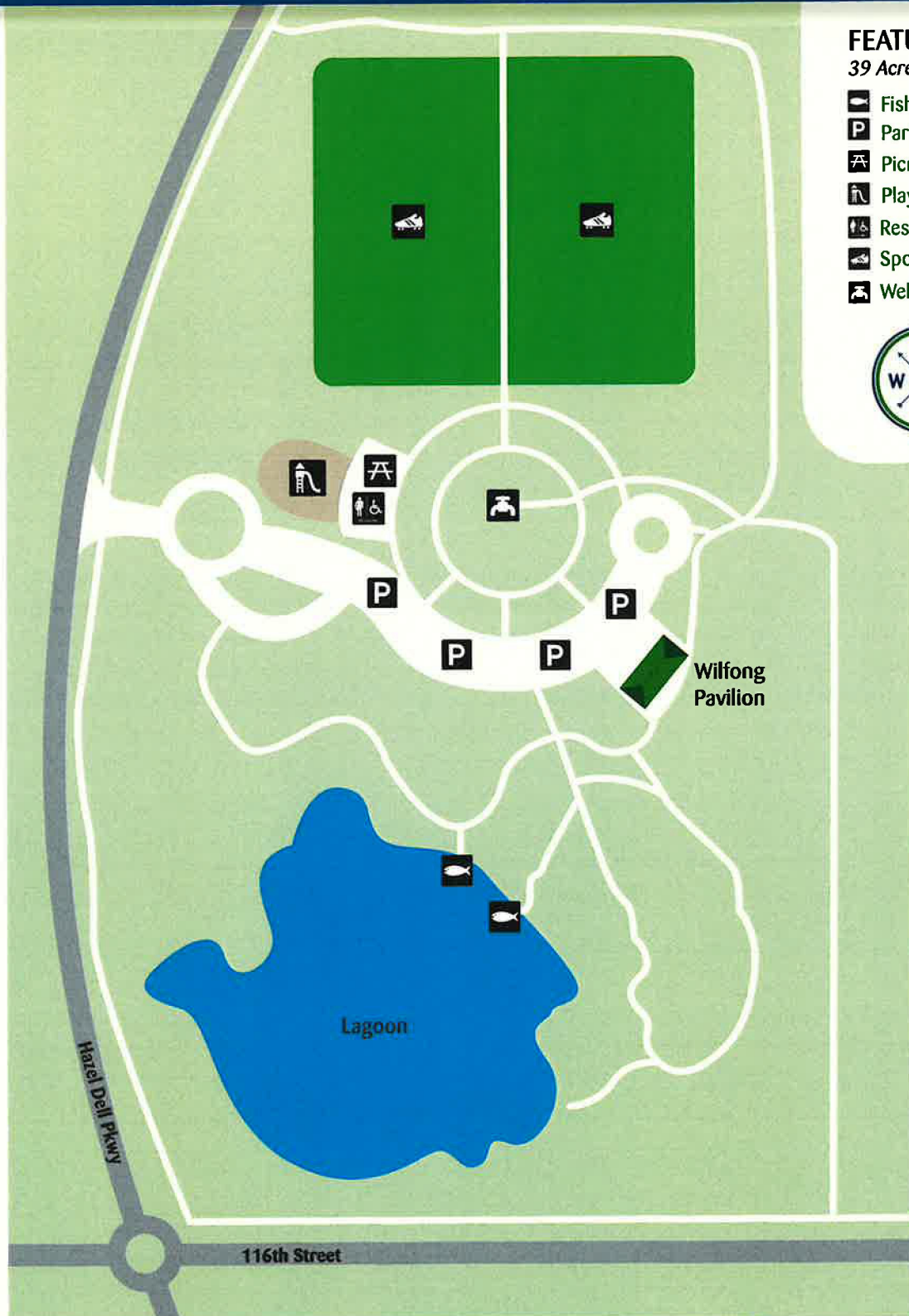
- 1 **Founders Park** – 37 acres located at 11675 Hazel Dell Parkway, City of Carmel, Indiana (see Attachment A) superseding a Management Agreement dated July 12, 2003.
- 2 **Greyhound Trail** – approximately 0.6 miles of 12' +/- paved multi-use trail meandering west to east from the Hagan-Burke Trail west of North Rangeline Road and concluding on the north side of East Smoky Row southwest of the Carmel High School football stadium (see Attachment B).
- 3 **Hagan-Burke Trail** – approximately 1.4 miles of 12' +/- paved multi-use trail meandering west to east from the north/south portion of the Monon Greenway north of 136th Street, crossing Rangeline Road and heading east/northeast concluding at the south boundary of 146th Street (see Attachment B) superseding an undated Management Agreement circulated in March of 2011.
- 4 **Hazel Landing Park** – approximately 44 acres located at 10601 Hazel Dell Parkway, City of Carmel Indiana (see Attachment C) superseding a Management Agreement dated July 12, 2003 as supplemented by an Amendment dated December 17, 2003.
 - a. **Blue Woods Creek Property** – 29 acres located south of Hazel Landing Park, east of Hazel Dell Parkway and west of the White River (see Attachment D) superseding a Management Agreement dated June 17, 2022. This property serves as an expansion of Hazel Landing Park.
 - b. **Northern Beach Property** – approximately 11 acres located south of 116th Street and west of the White River, City of Carmel, Indiana (see Attachment E) superseding a Management Agreement dated June 17, 2022. This property serves as an expansion of Hazel Landing Park.
- 5 **Japanese Garden** – approximately 5.8 acres located between the south City Hall parking lot and Carmel Drive, City of Carmel, Indiana (see Attachment F). No prior Management Agreement was entered into for this property.
- 6 **Monon Greenway** – the entire abandoned Monon Railway Corridor located in the City of Carmel, Indiana and now known as the Monon Greenway (see Attachment G) superseding a Management Agreement dated July 12, 2003 as supplemented by an Amendment dated October 5, 2005.
- 7 **Prairie Meadow Park** – approximately 5 acres located at 5282 Ivy Hill Drive City of Carmel, Indiana (see Attachment H). No prior Management Agreement was entered into for this property.
- 8 **West 136th Street Property** – an approximate 5.78 acre parcel located immediately south of 136th Street and west of Spring Farms Drive, City of Carmel, Indiana, on parcel No. 16-09-27-00-00-026.001 (See Attachment I) Street and donated by the Carmel Dads Club Inc. to the City of Carmel in 2025. No prior Management Agreement was entered into for this property.
- 9 **White River Greenway North Trail Extension** – those portions of the White River Greenway North Trail Extension which are located on City of Carmel property or rights-of-way (see Sections designated C36 through C38 on Attachment J). No prior Management Agreement was entered into for this property.

EXHIBIT “B”

Special Provisions Applicable to Any Property

1. **Founders Park** – None.
2. **Greyhound Trail** – None.
3. **Hagan-Burke Trail** – None.
4. **Hazel Landing Park** – Manager is granted access to Hazel Landing Park over the Owner’s Access Road depicted in Attachment C.
 - a. **Blue Woods Creek Property** – None.
 - b. **Northern Beach Property** – None.
5. **Japanese Garden** – None.
6. **Monon Greenway** – None.
7. **Prairie Meadow Park** - None
8. **West 136th Street Property** – None
9. **White River Greenway North Trail Extension** – None

FOUNDERS PARK | 11675 Hazel Dell Parkway Carmel, IN 46033



FEATURES

39 Acres

- Fishing Point
- Parking
- Picnic Shelters
- Playground
- Restrooms
- Sports Field
- Well-House



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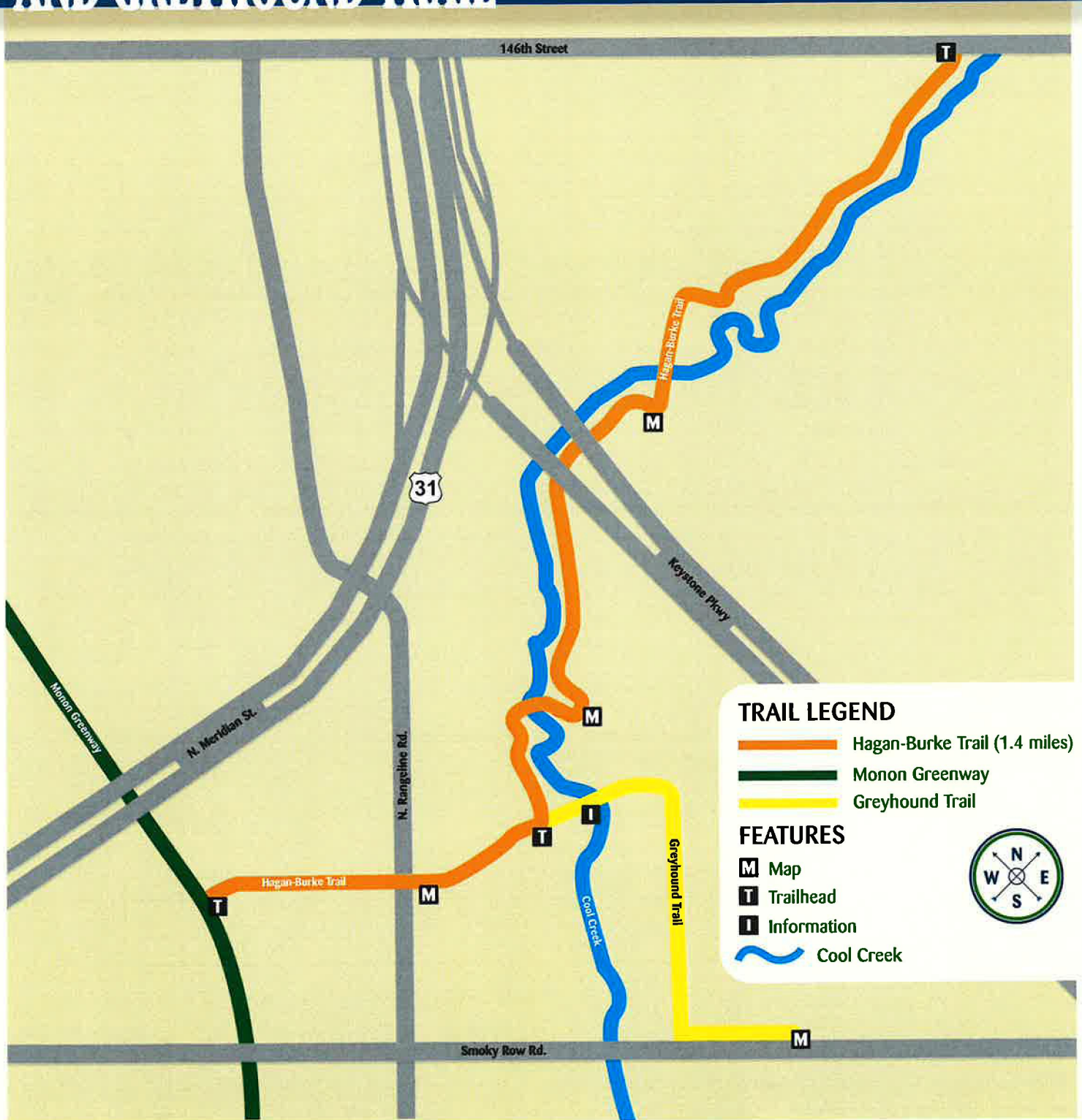
HAPPiFEET

Give us your feedback while at this park.
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and let us know.



HAGAN-BURKE TRAIL AND GREYHOUND TRAIL

146th Street to the
Monon Greenway



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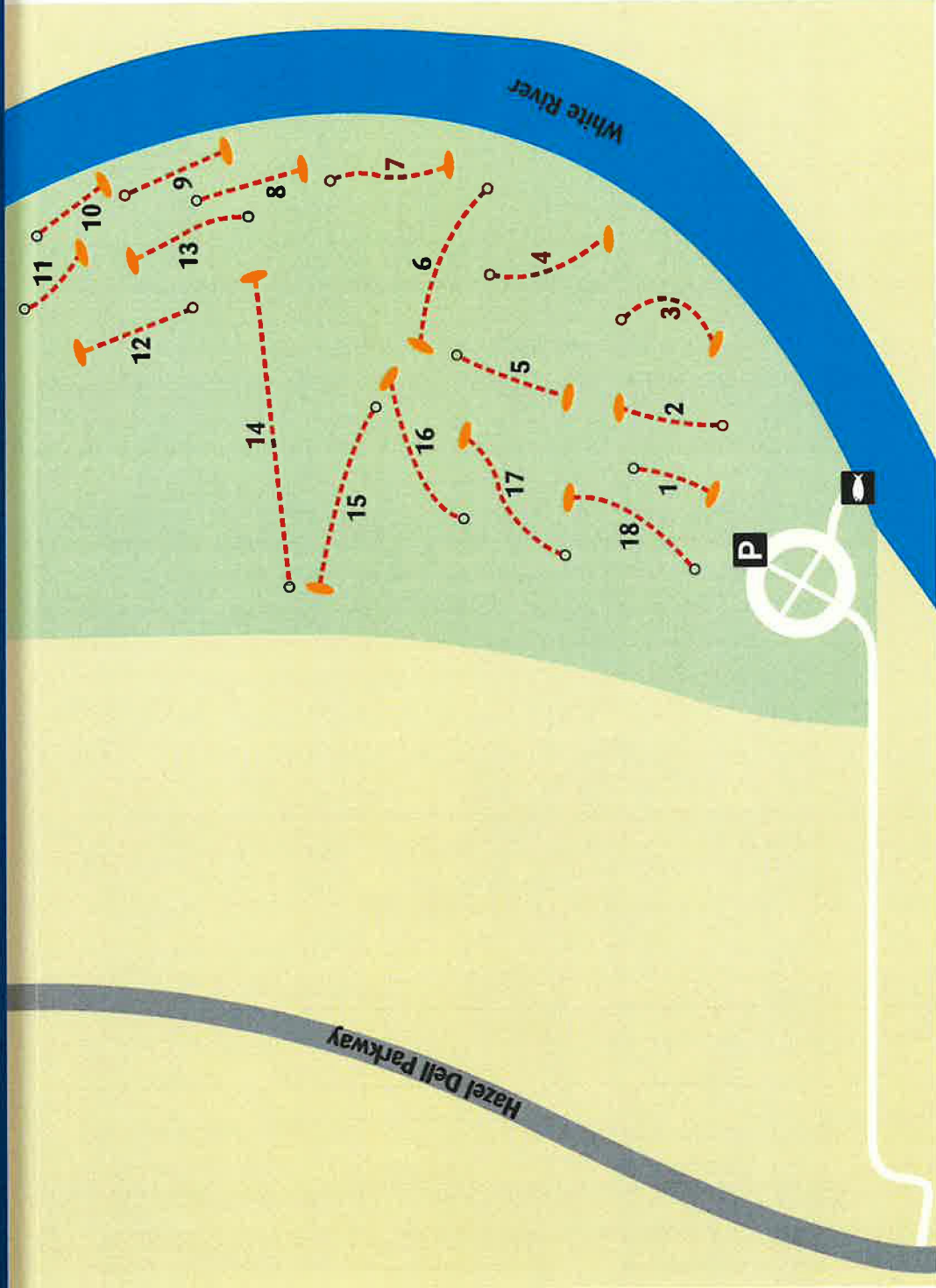


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HAZEL LANDING PARK | 10601 Hazel Dell Parkway Indianapolis, IN 46280



FEATURES

44 Acres

○ Disc Golf

🐟 Fishing Point

P Parking



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ATTACHMENT D Blue Woods Creek Property



9/2/2025, 2:16:02 PM

ATTACHMENT E North Beach Property



1:4,080
0 0.03 0.05 0.1 mi
0 0.04 0.08 0.16 km
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri
ArcGIS WebApp Builder

Attachment F Japanese Garden



10/22/2025, 10:48:44 AM



MONON GREENWAY | 96th Street North to 146th Street



TRAIL LEGEND

- Hagan-Burke Trail (1.4 miles)
- Monon Greenway (5.2 miles)
- Greyhound Trail (.66 miles)



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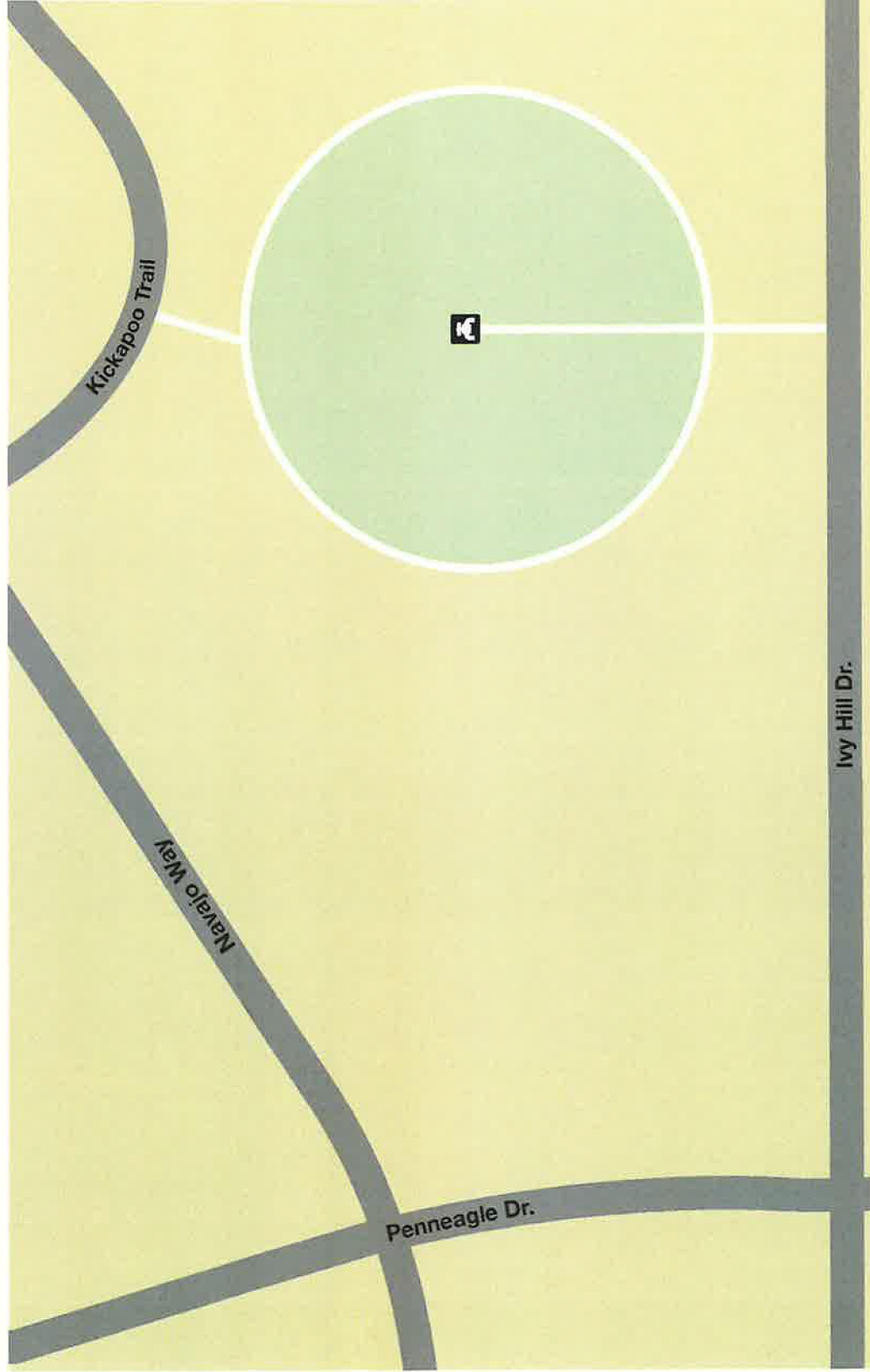
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ATTACHMENT H

PRAIRIE MEADOW PARK | 5282 Ivy Hill Dr. Carmel, IN 46033

FEATURES
5 Acres
 Well House

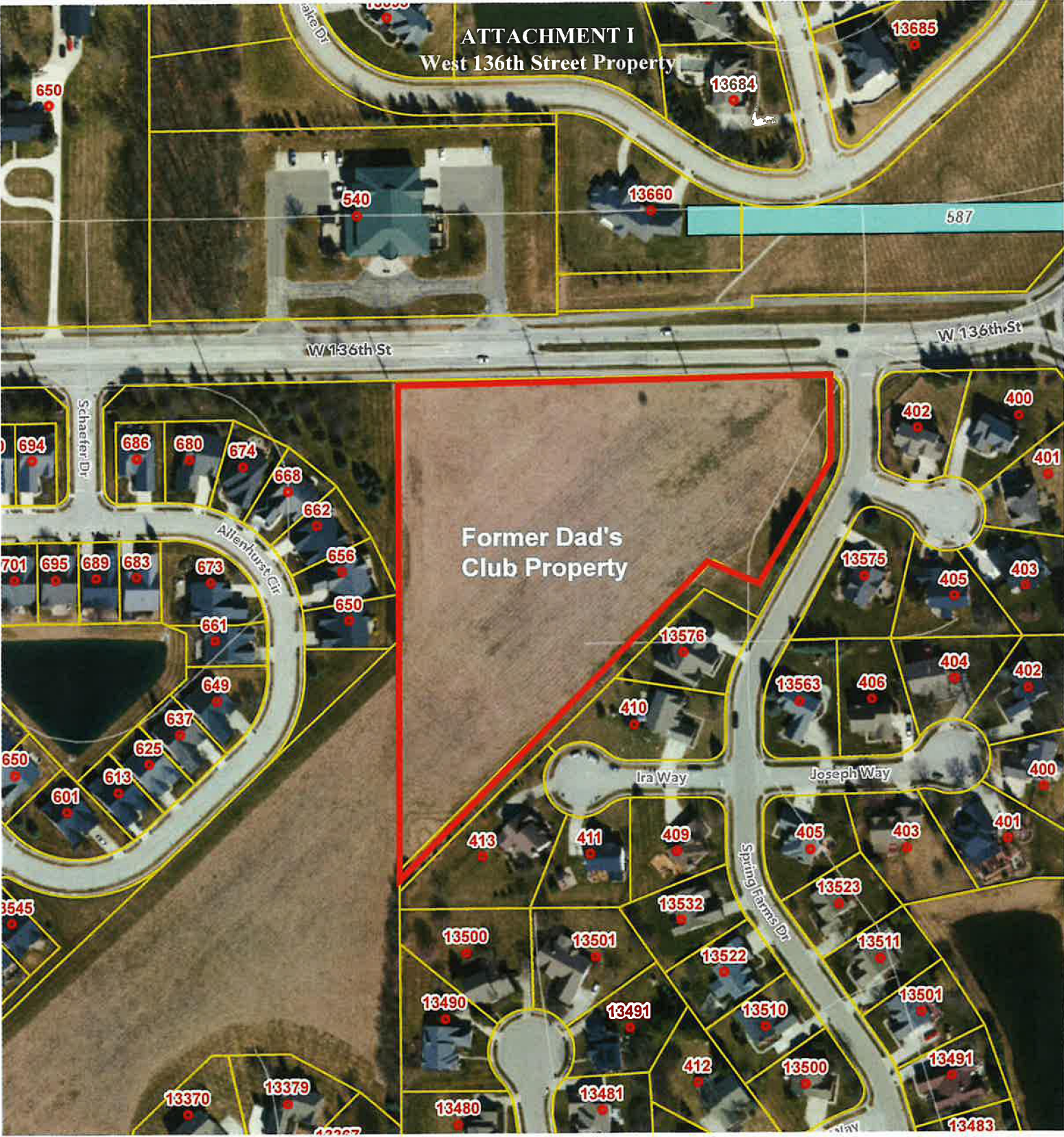


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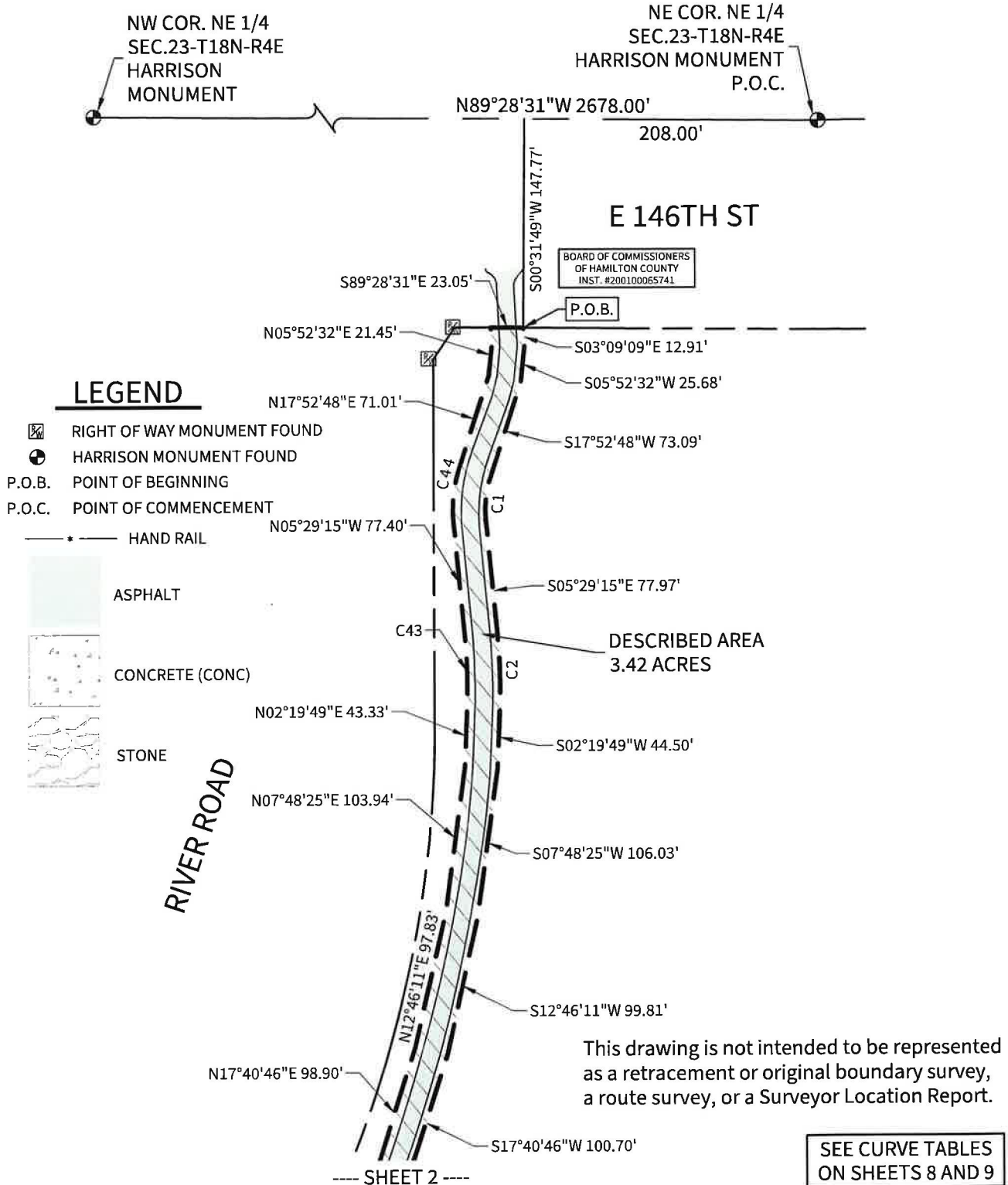
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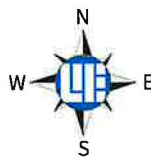


ATTACHMENT J

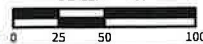
White River Greenway North Trail Extension



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SCALE: 1" = 100'



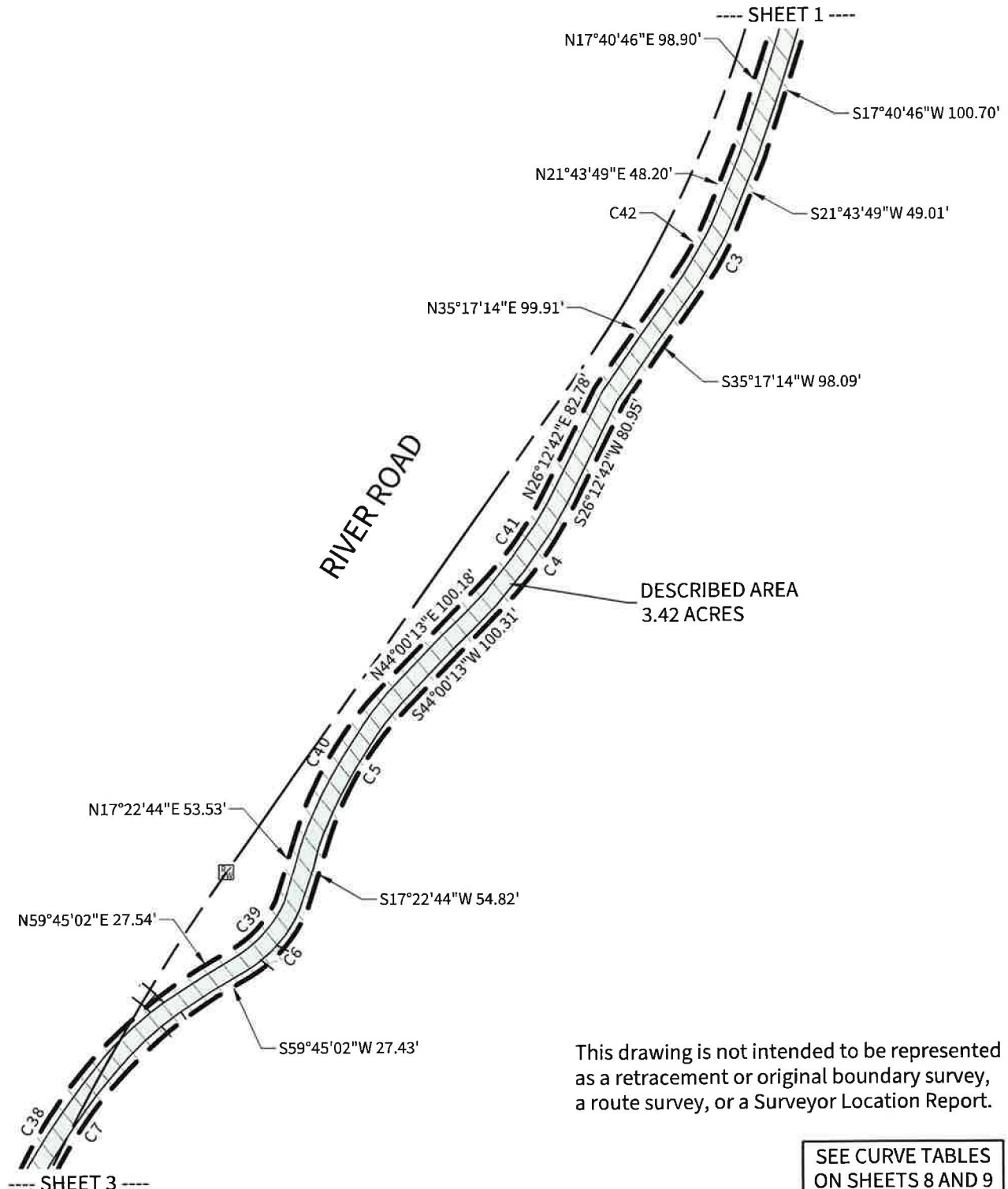
EASEMENT

RIVER ROAD CARMEL, IN

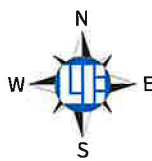
DATE: JANUARY 23, 2025

PROJECT #: W250944

SHEET 1 OF 12



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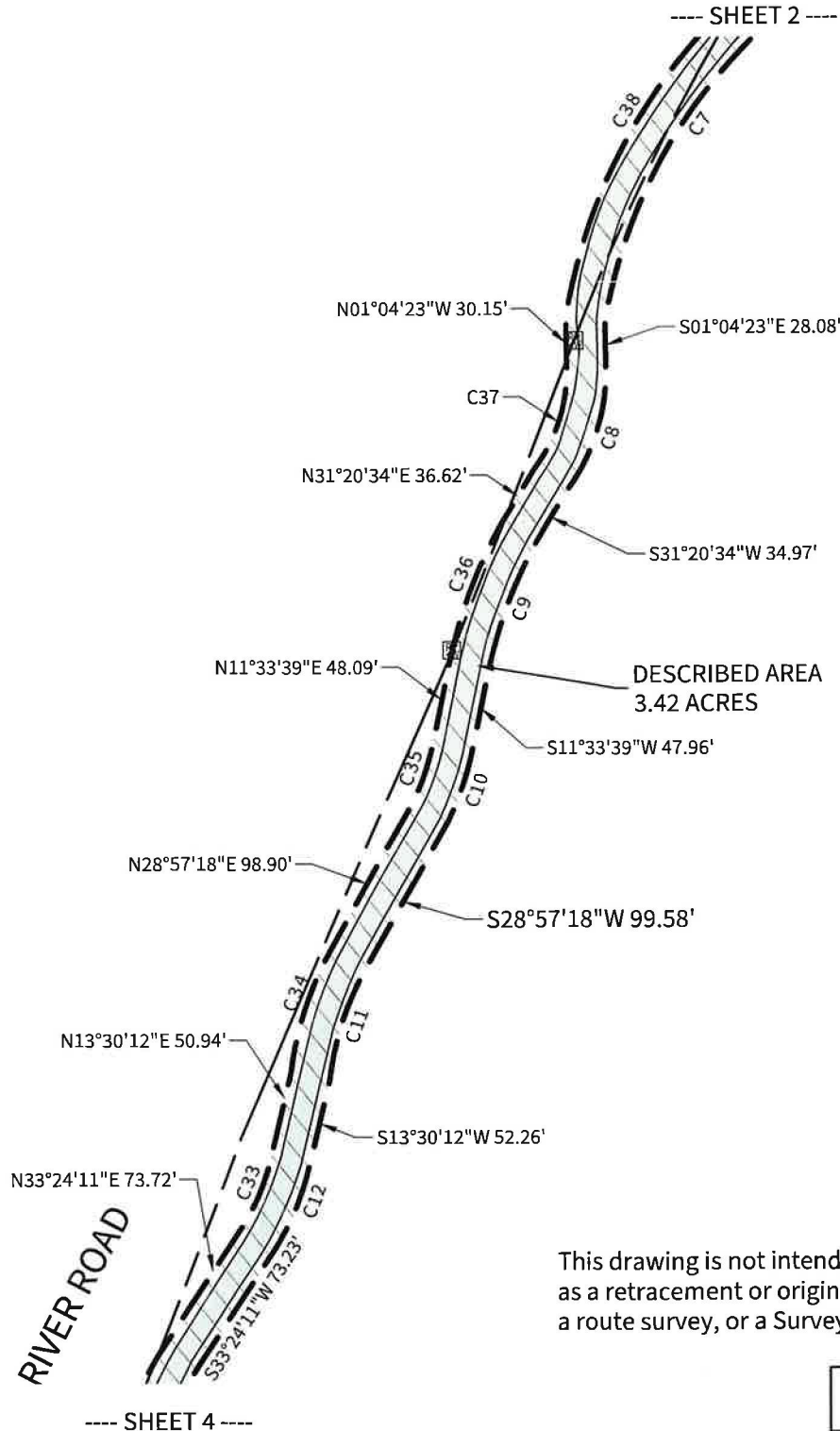
EASEMENT

RIVER ROAD CARMEL, IN

DATE: JANUARY 23, 2025

PROJECT #: W250944

SHEET 2 OF 12

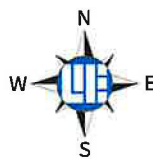


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SEE CURVE TABLES
ON SHEETS 8 AND 9



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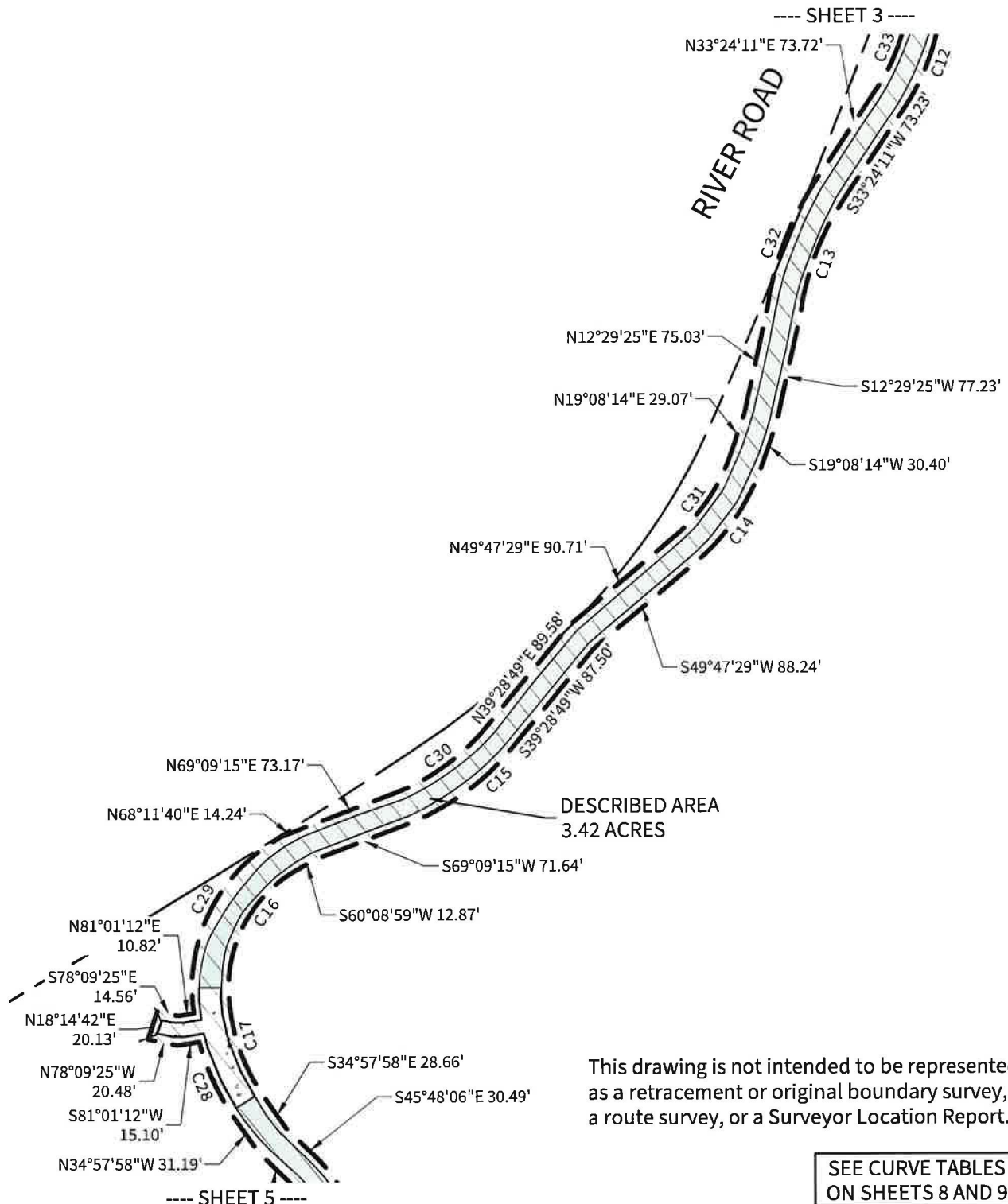
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RIVER ROAD CARMEL, IN

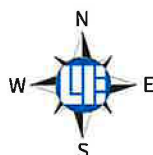
DATE: JANUARY 23, 2025

PROJECT #: W250944

SHEET 3 OF 12



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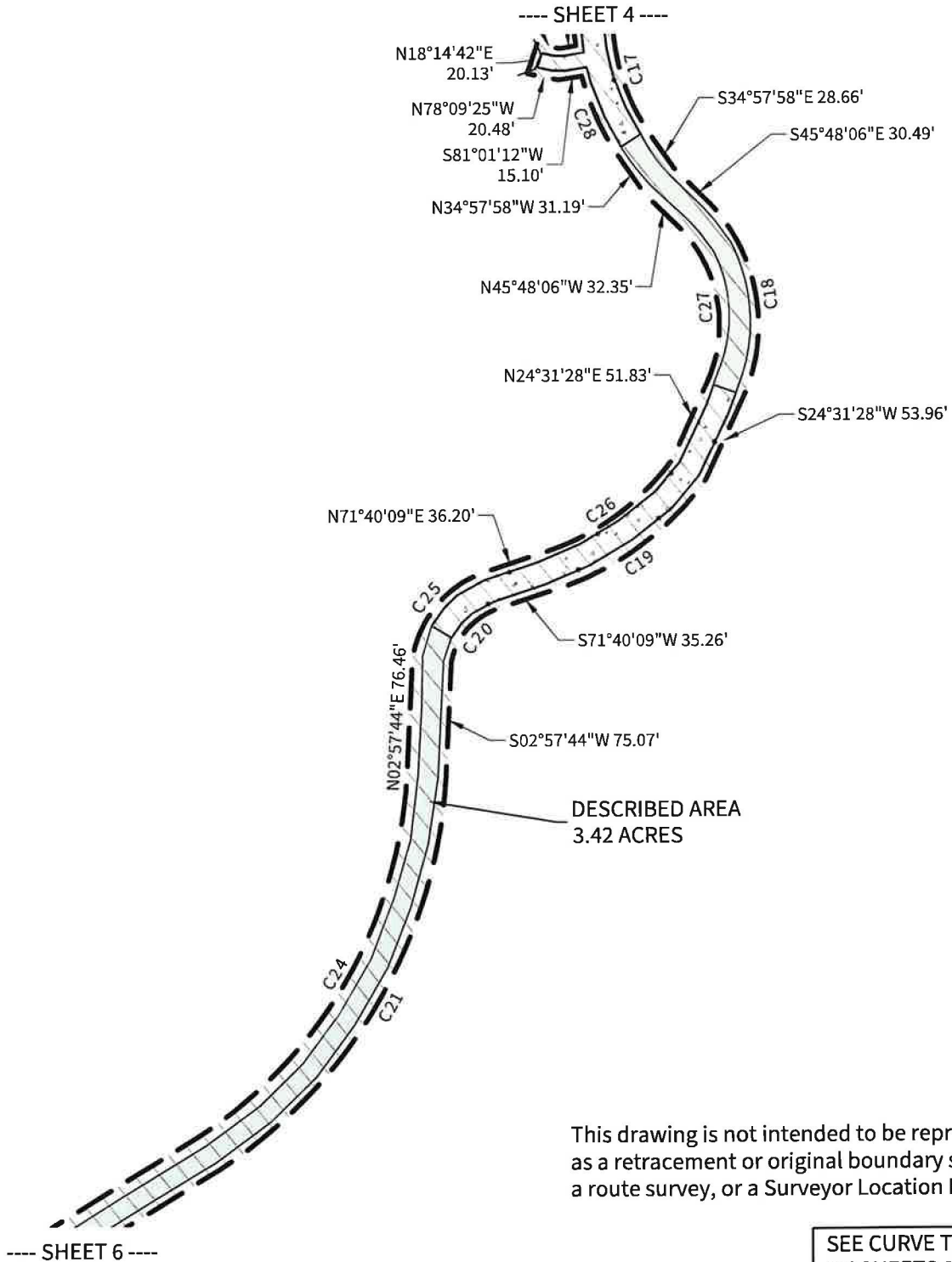
EASEMENT

RIVER ROAD CARMEL, IN

DATE: JANUARY 23, 2025

PROJECT #: W250944

SHEET 4 OF 12

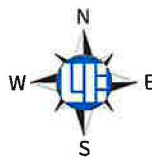


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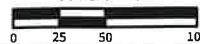
SEE CURVE TABLES
ON SHEETS 8 AND 9



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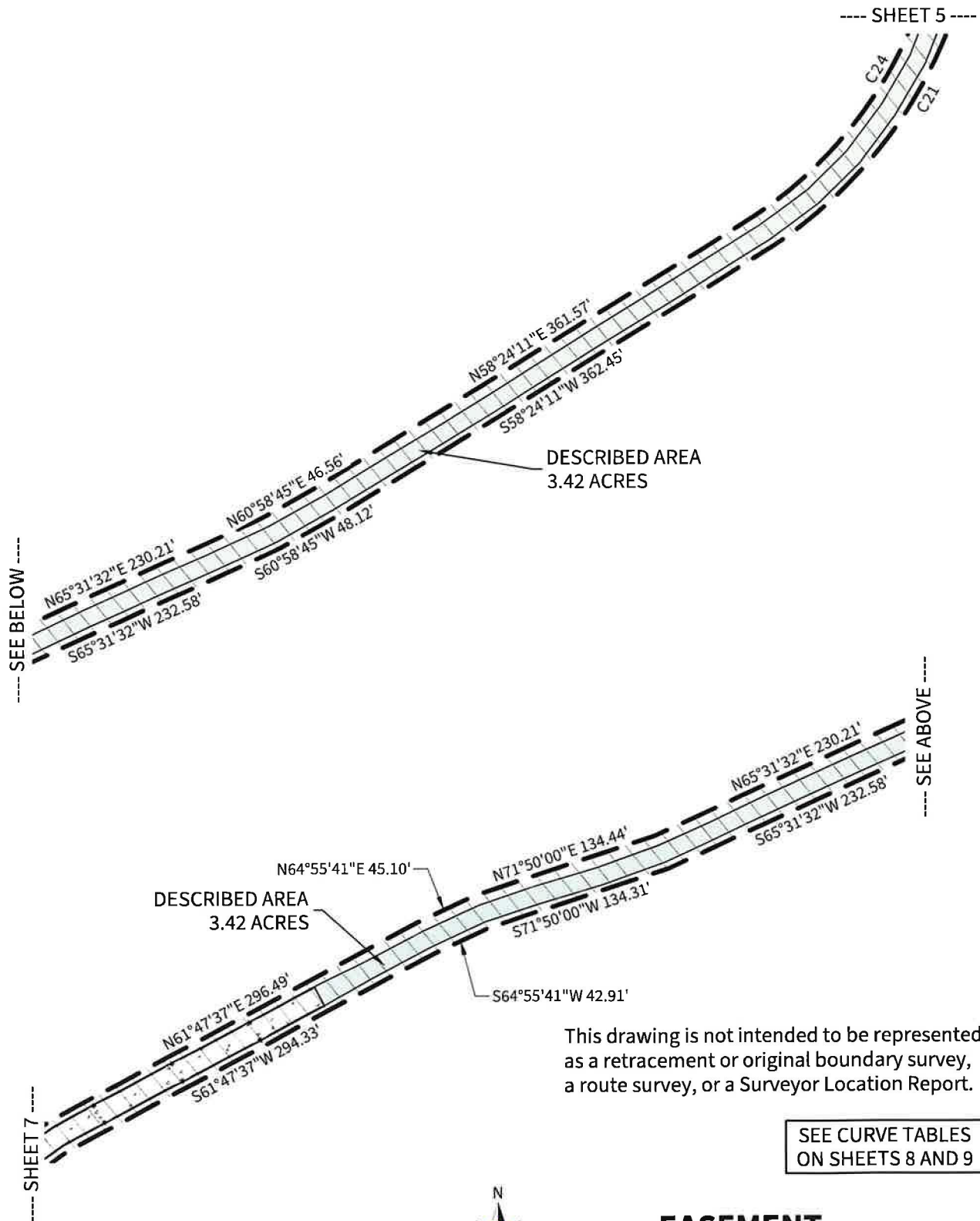
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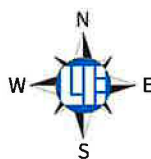
SHEET 5 OF 12



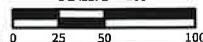
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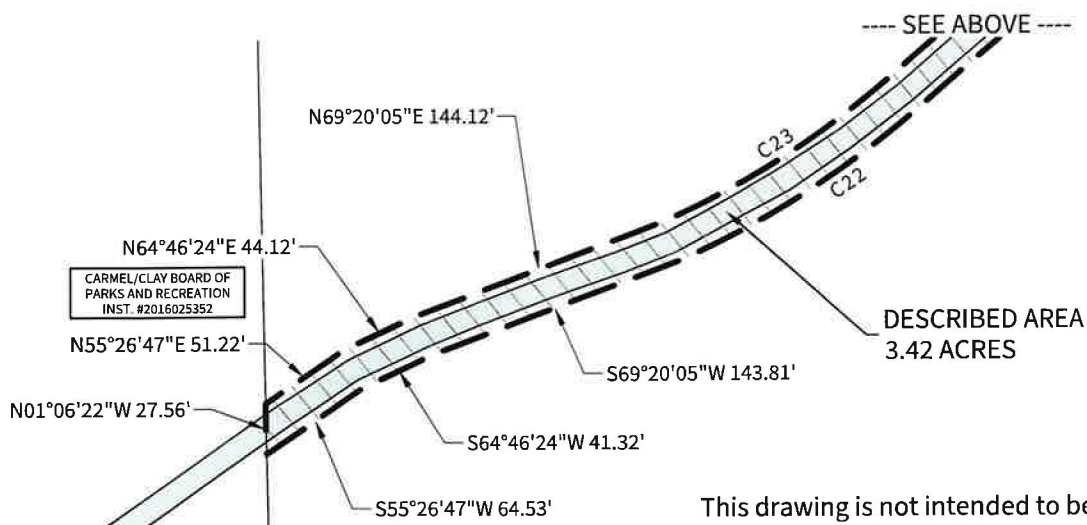
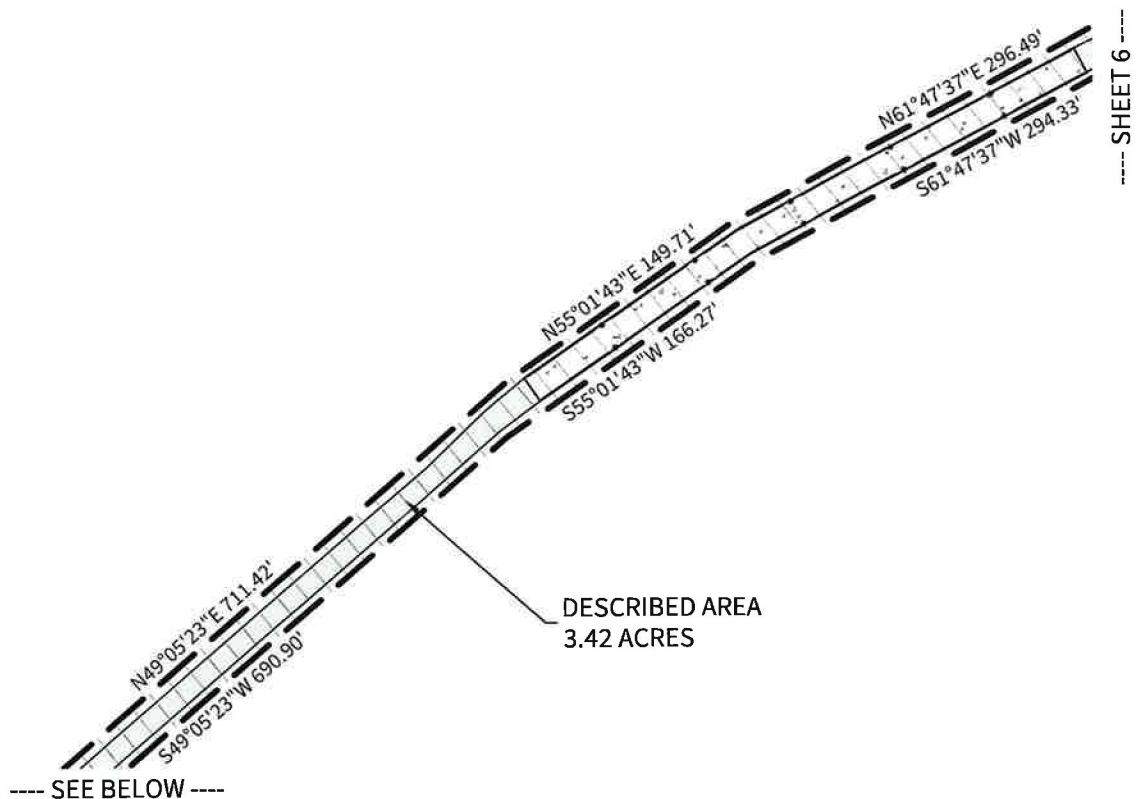
EASEMENT

RIVER ROAD CARMEL, IN

DATE: JANUARY 23, 2025

PROJECT #: W250944

SHEET 6 OF 12

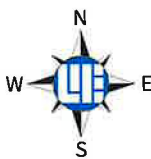


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SEE CURVE TABLES
ON SHEETS 8 AND 9



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0 25 50 100

EASEMENT

RIVER ROAD CARMEL, IN

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SHEET 7 OF 12

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	32.33'	75.42'	24°33'35"	S03°47'48"W	32.08'
C2	50.14'	382.86'	7°30'13"	S01°44'08"E	50.10'
C3	50.72'	214.86'	13°31'33"	S28°29'36"W	50.60'
C4	79.80'	266.20'	17°10'34"	S34°47'59"W	79.50'
C5	104.57'	232.12'	25°48'43"	S31°05'51"W	103.69'
C6	60.34'	100.22'	34°29'42"	S41°22'59"W	59.43'
C7	257.61'	307.54'	47°59'39"	S34°01'08"W	250.15'
C8	75.97'	116.17'	37°28'02"	S18°16'19"W	74.62'
C9	77.28'	263.17'	16°49'28"	S20°37'38"W	77.00'
C10	44.33'	179.83'	14°07'30"	S18°37'24"W	44.22'
C11	66.04'	170.04'	22°15'09"	S17°49'44"W	65.63'
C12	59.39'	155.34'	21°54'15"	S24°27'19"W	59.03'
C13	82.79'	189.86'	24°59'07"	S20°33'34"W	82.14'
C14	86.06'	151.56'	32°31'53"	S35°24'10"W	84.90'
C15	87.10'	176.34'	28°17'57"	S53°37'48"W	86.22'
C16	100.19'	92.95'	61°45'44"	S30°34'55"W	95.41'
C17	77.92'	135.09'	33°02'49"	S17°41'25"E	76.84'
C18	139.15'	114.43'	69°40'27"	S08°46'14"E	130.73'
C19	127.74'	190.80'	38°21'27"	S54°42'39"W	125.36'
C20	46.34'	45.37'	58°31'30"	S40°10'08"W	44.35'
C21	301.05'	323.65'	53°17'42"	S30°20'38"W	290.31'
C22	157.42'	522.57'	17°15'37"	S57°43'12"W	156.83'

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SHEET 8 OF 12

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C23	149.90'	499.57'	17°11'33"	N57°41'10"E	149.34'
C24	277.34'	298.65'	53°12'25"	N30°19'48"E	267.48'
C25	74.34'	70.37'	60°32'00"	N39°36'20"E	70.93'
C26	109.14'	165.80'	37°42'56"	N55°11'36"E	107.18'
C27	108.62'	89.43'	69°35'19"	N08°31'31"W	102.06'
C28	55.85'	160.30'	19°57'45"	N24°16'51"W	55.57'
C29	144.18'	118.25'	69°51'35"	N26°29'15"E	135.41'
C30	75.47'	153.34'	28°11'59"	N53°34'49"E	74.71'
C31	73.36'	128.56'	32°41'33"	N35°29'00"E	72.37'
C32	91.98'	212.86'	24°45'32"	N20°41'32"E	91.27'
C33	50.98'	132.34'	22°04'17"	N24°32'20"E	50.67'
C34	73.56'	193.04'	21°50'03"	N18°02'17"E	73.12'
C35	38.03'	156.83'	13°53'36"	N18°30'27"E	37.94'
C36	84.64'	286.17'	16°56'45"	N20°39'40"E	84.33'
C37	61.88'	93.17'	38°03'25"	N18°38'18"E	60.75'
C38	279.51'	330.54'	48°26'59"	N33°51'09"E	271.25'
C39	45.01'	77.22'	33°23'50"	N41°46'35"E	44.38'
C40	115.10'	255.12'	25°50'58"	N31°04'44"E	114.13'
C41	72.79'	243.20'	17°08'51"	N34°47'08"E	72.51'
C42	45.29'	191.86'	13°31'33"	N28°29'36"E	45.19'
C43	47.07'	359.86'	7°29'38"	N01°44'26"W	47.03'
C44	41.93'	98.42'	24°24'40"	N04°05'45"E	41.62'

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RIVER ROAD CARMEL, IN

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SHEET 9 OF 12

LEGAL DESCRIPTION

PART OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 18 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN
SITUATED IN CLAY TOWNSHIP, HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION BEING MARKED BY A HARRISON MONUMENT; THENCE ALONG THE NORTH LINE THEREOF NORTH 89 DEGREES 28 MINUTES 31 SECONDS WEST (BEARINGS ARE DERIVED FROM COORDINATES BASED ON THE INGCS HAMILTON COUNTY NAD83 (2011)) 208.00 FEET; THENCE SOUTH 00 DEGREES 31 MINUTES 49 SECONDS WEST 147.80 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF EAST 146TH STREET DESCRIBED IN INSTRUMENT NUMBER 200100065741 (ALL REFERENCE DOCUMENTS ARE IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA) ALSO BEING THE **POINT OF BEGINNING**; THENCE SOUTH 03 DEGREES 09 MINUTES 09 SECONDS EAST 12.88 FEET; THENCE SOUTH 05 DEGREES 52 MINUTES 32 SECONDS WEST 25.68 FEET; THENCE SOUTH 17 DEGREES 52 MINUTES 48 SECONDS WEST 73.09 FEET; THENCE 32.33 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 75.42 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 03 DEGREES 47 MINUTES 48 SECONDS WEST AND A LENGTH OF 32.08 FEET; THENCE SOUTH 05 DEGREES 29 MINUTES 15 SECONDS EAST 77.97 FEET; THENCE 50.14 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 382.86 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 01 DEGREES 44 MINUTES 08 SECONDS EAST AND A LENGTH OF 50.10 FEET; THENCE SOUTH 02 DEGREES 19 MINUTES 49 SECONDS WEST 44.50 FEET; THENCE SOUTH 07 DEGREES 48 MINUTES 25 SECONDS WEST 106.03 FEET; THENCE SOUTH 12 DEGREES 46 MINUTES 11 SECONDS WEST 99.81 FEET; THENCE SOUTH 17 DEGREES 40 MINUTES 46 SECONDS WEST 100.70 FEET; THENCE SOUTH 21 DEGREES 43 MINUTES 49 SECONDS WEST 49.01 FEET; THENCE 50.72 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 214.86 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 28 DEGREES 29 MINUTES 36 SECONDS WEST AND A LENGTH OF 50.60 FEET; THENCE SOUTH 35 DEGREES 17 MINUTES 14 SECONDS WEST 98.09 FEET; THENCE SOUTH 26 DEGREES 12 MINUTES 42 SECONDS WEST 80.95 FEET; THENCE 79.80 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 266.20 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 34 DEGREES 47 MINUTES 59 SECONDS WEST AND A LENGTH OF 79.50 FEET; THENCE SOUTH 44 DEGREES 00 MINUTES 13 SECONDS WEST 100.31 FEET; THENCE 104.57 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 232.12 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 31 DEGREES 05 MINUTES 51 SECONDS WEST AND A LENGTH OF 103.69 FEET; THENCE SOUTH 17 DEGREES 22 MINUTES 44 SECONDS WEST 54.82 FEET; THENCE 60.34 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 100.22 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 41 DEGREES 22 MINUTES 59 SECONDS WEST AND A LENGTH OF 59.43 FEET; THENCE SOUTH 59 DEGREES 45 MINUTES 02 SECONDS WEST 27.43 FEET; THENCE 257.61 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 307.54 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 34 DEGREES 01 MINUTES 08 SECONDS WEST AND A LENGTH OF 250.15 FEET; THENCE SOUTH 01 DEGREES 04 MINUTES 23 SECONDS EAST 28.08 FEET; THENCE 75.97 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 116.17 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 18 DEGREES 16 MINUTES 19 SECONDS WEST AND A LENGTH OF 74.62 FEET; THENCE SOUTH 31 DEGREES 20 MINUTES 34 SECONDS WEST 34.97 FEET; THENCE 77.28 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 263.17 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 20 DEGREES 37 MINUTES 38 SECONDS WEST AND A LENGTH OF 77.00 FEET; THENCE SOUTH 11 DEGREES 33 MINUTES 39 SECONDS WEST 47.96 FEET; THENCE 44.33 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 179.83 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 18 DEGREES 37 MINUTES 24 SECONDS WEST AND A LENGTH OF 44.22 FEET; THENCE SOUTH 28 DEGREES 57 MINUTES 18 SECONDS WEST 99.58 FEET; THENCE 66.04 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 170.04 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 17 DEGREES 49 MINUTES 44 SECONDS WEST AND A LENGTH OF 65.63 FEET; THENCE SOUTH 13 DEGREES 30 MINUTES 12 SECONDS WEST 52.26 FEET; THENCE 59.39 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 155.34 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 24 DEGREES 27 MINUTES 19 SECONDS WEST AND A LENGTH OF 59.03 FEET; THENCE SOUTH 33 DEGREES 24 MINUTES 11 SECONDS WEST 73.23 FEET; THENCE 82.79 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 189.86 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 20 DEGREES 33 MINUTES 34 SECONDS WEST AND A LENGTH OF 82.14 FEET; THENCE SOUTH 12 DEGREES 29 MINUTES 25 SECONDS WEST 77.23 FEET; THENCE SOUTH 19 DEGREES 08 MINUTES 14 SECONDS WEST 30.40 FEET; THENCE 86.06 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 151.56 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 35 DEGREES 24 MINUTES 10 SECONDS WEST AND A LENGTH OF 84.90 FEET; THENCE SOUTH 49 DEGREES 47 MINUTES 29 SECONDS WEST 88.24 FEET; THENCE SOUTH 39 DEGREES 28 MINUTES 49 SECONDS WEST 87.50 FEET; THENCE 87.10 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 176.34 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 53 DEGREES 37 MINUTES 48 SECONDS WEST AND A LENGTH OF 86.22 FEET; THENCE SOUTH 69 DEGREES 09 MINUTES 15 SECONDS WEST 71.64 FEET;

CONTINUES ON SHEET 11

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PROJECT #: W250944

SHEET 10 OF 12

THENCE SOUTH 60 DEGREES 08 MINUTES 59 SECONDS WEST 12.87 FEET; THENCE 100.19 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 92.95 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 30 DEGREES 34 MINUTES 55 SECONDS WEST AND A LENGTH OF 95.41 FEET; THENCE 77.92 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 135.09 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 17 DEGREES 41 MINUTES 25 SECONDS EAST AND A LENGTH OF 76.84 FEET; THENCE SOUTH 34 DEGREES 57 MINUTES 58 SECONDS EAST 28.66 FEET; THENCE SOUTH 45 DEGREES 48 MINUTES 06 SECONDS EAST 30.49 FEET; THENCE 139.15 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 114.43 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 08 DEGREES 46 MINUTES 14 SECONDS EAST AND A LENGTH OF 130.73 FEET; THENCE SOUTH 24 DEGREES 31 MINUTES 28 SECONDS WEST 53.96 FEET; THENCE 127.74 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 190.80 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 54 DEGREES 42 MINUTES 39 SECONDS WEST AND A LENGTH OF 125.36 FEET; THENCE SOUTH 71 DEGREES 40 MINUTES 09 SECONDS WEST 35.26 FEET; THENCE 46.34 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 45.37 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 40 DEGREES 10 MINUTES 08 SECONDS WEST AND A LENGTH OF 44.35 FEET; THENCE SOUTH 02 DEGREES 57 MINUTES 44 SECONDS WEST 75.07 FEET; THENCE 301.05 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 323.65 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 30 DEGREES 20 MINUTES 38 SECONDS WEST AND A LENGTH OF 290.31 FEET; THENCE SOUTH 58 DEGREES 24 MINUTES 11 SECONDS WEST 362.45 FEET; THENCE SOUTH 60 DEGREES 58 MINUTES 45 SECONDS WEST 48.12 FEET; THENCE SOUTH 65 DEGREES 31 MINUTES 32 SECONDS WEST 232.58 FEET; THENCE SOUTH 71 DEGREES 50 MINUTES 00 SECONDS WEST 134.31 FEET; THENCE SOUTH 64 DEGREES 55 MINUTES 41 SECONDS WEST 42.91 FEET; THENCE SOUTH 61 DEGREES 47 MINUTES 37 SECONDS WEST 294.33 FEET; THENCE SOUTH 55 DEGREES 01 MINUTES 43 SECONDS WEST 166.27 FEET; THENCE SOUTH 49 DEGREES 05 MINUTES 23 SECONDS WEST 690.90 FEET; THENCE 157.42 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 522.57 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 57 DEGREES 43 MINUTES 12 SECONDS WEST AND A LENGTH OF 156.83 FEET; THENCE SOUTH 69 DEGREES 20 MINUTES 05 SECONDS WEST 143.81 FEET; THENCE SOUTH 64 DEGREES 46 MINUTES 24 SECONDS WEST 41.32 FEET; THENCE SOUTH 55 DEGREES 26 MINUTES 47 SECONDS WEST 64.53 FEET TO THE EAST LINE OF THE LAND DESCRIBED IN INSTRUMENT NUMBER 2016025352; THENCE ALONG THE EAST LINE THEREOF NORTH 01 DEGREES 06 MINUTES 22 SECONDS WEST 27.56 FEET; THENCE NORTH 55 DEGREES 26 MINUTES 47 SECONDS EAST 51.22 FEET; THENCE NORTH 64 DEGREES 46 MINUTES 24 SECONDS EAST 44.12 FEET; THENCE NORTH 69 DEGREES 20 MINUTES 05 SECONDS EAST 144.12 FEET; THENCE 149.90 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 499.57 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 57 DEGREES 41 MINUTES 10 SECONDS EAST AND A LENGTH OF 149.34 FEET; THENCE NORTH 49 DEGREES 05 MINUTES 23 SECONDS EAST 711.42 FEET; THENCE NORTH 55 DEGREES 01 MINUTES 43 SECONDS EAST 149.71 FEET; THENCE NORTH 61 DEGREES 47 MINUTES 37 SECONDS EAST 296.49 FEET; THENCE NORTH 64 DEGREES 55 MINUTES 41 SECONDS EAST 45.10 FEET; THENCE NORTH 71 DEGREES 50 MINUTES 00 SECONDS EAST 134.44 FEET; THENCE NORTH 65 DEGREES 31 MINUTES 32 SECONDS EAST 230.21 FEET; THENCE NORTH 60 DEGREES 58 MINUTES 45 SECONDS EAST 46.56 FEET; THENCE NORTH 58 DEGREES 24 MINUTES 11 SECONDS EAST 361.57 FEET; THENCE 277.34 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 298.61 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 30 DEGREES 19 MINUTES 48 SECONDS EAST AND A LENGTH OF 267.48 FEET; THENCE NORTH 02 DEGREES 57 MINUTES 44 SECONDS EAST 76.46 FEET; THENCE 74.33 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 70.49 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 39 DEGREES 36 MINUTES 20 SECONDS EAST AND A LENGTH OF 70.93 FEET; THENCE NORTH 71 DEGREES 40 MINUTES 09 SECONDS EAST 36.20 FEET; THENCE 109.15 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 165.56 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 55 DEGREES 11 MINUTES 36 SECONDS EAST AND A LENGTH OF 107.18 FEET; THENCE NORTH 24 DEGREES 31 MINUTES 28 SECONDS EAST 51.83 FEET; THENCE 108.62 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 89.42 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 08 DEGREES 31 MINUTES 31 SECONDS WEST AND A LENGTH OF 102.06 FEET; THENCE NORTH 45 DEGREES 48 MINUTES 06 SECONDS WEST 32.35 FEET; THENCE NORTH 34 DEGREES 57 MINUTES 58 SECONDS WEST 31.19 FEET; THENCE 55.85 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 160.09 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 24 DEGREES 16 MINUTES 51 SECONDS WEST AND A LENGTH OF 55.57 FEET; THENCE SOUTH 81 DEGREES 01 MINUTES 12 SECONDS WEST 15.10 FEET; THENCE NORTH 78 DEGREES 09 MINUTES 25 SECONDS WEST 20.48 FEET; THENCE NORTH 18 DEGREES 14 MINUTES 42 SECONDS EAST 20.13 FEET; THENCE SOUTH 78 DEGREES 09 MINUTES 25 SECONDS EAST 14.56 FEET; THENCE NORTH 81 DEGREES 01 MINUTES 12 SECONDS EAST 10.82 FEET; THENCE 144.23 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 117.95 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 26 DEGREES 29 MINUTES 15 SECONDS EAST AND A LENGTH OF 135.41 FEET; THENCE NORTH 68 DEGREES 11 MINUTES 40 SECONDS EAST 14.24 FEET; THENCE NORTH 69 DEGREES 09 MINUTES 15 SECONDS EAST 73.17 FEET; THENCE 75.47 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 153.34 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 53 DEGREES 34 MINUTES 49 SECONDS EAST AND A LENGTH OF 74.71 FEET; THENCE NORTH 39 DEGREES 28 MINUTES 49 SECONDS EAST 89.58 FEET; THENCE NORTH 49 DEGREES 47 MINUTES 29 SECONDS EAST 90.71 FEET;

CONTINUES ON SHEET 12

This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report.



10505 N. College Ave.
Indianapolis, IN 46280
317.846.6611 - weihe.net

EASEMENT

RIVER ROAD CARMEL, IN

DATE: JANUARY 23, 2025

PROJECT #: W250944

SHEET 11 OF 12

THENCE 73.36 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 128.56 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 35 DEGREES 29 MINUTES 00 SECONDS EAST AND A LENGTH OF 72.37 FEET; THENCE NORTH 19 DEGREES 08 MINUTES 14 SECONDS EAST 29.07 FEET; THENCE NORTH 12 DEGREES 29 MINUTES 25 SECONDS EAST 75.03 FEET; THENCE 91.98 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 212.86 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 20 DEGREES 41 MINUTES 32 SECONDS EAST AND A LENGTH OF 91.27 FEET; THENCE NORTH 33 DEGREES 24 MINUTES 11 SECONDS EAST 73.72 FEET; THENCE 50.98 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 132.34 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 24 DEGREES 32 MINUTES 20 SECONDS EAST AND A LENGTH OF 50.67 FEET; THENCE NORTH 13 DEGREES 30 MINUTES 12 SECONDS EAST 50.94 FEET; THENCE 73.56 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 193.04 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 18 DEGREES 02 MINUTES 17 SECONDS EAST AND A LENGTH OF 73.12 FEET; THENCE NORTH 28 DEGREES 57 MINUTES 18 SECONDS EAST 98.90 FEET; THENCE 38.03 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 156.83 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 18 DEGREES 30 MINUTES 27 SECONDS EAST AND A LENGTH OF 37.94 FEET; THENCE NORTH 11 DEGREES 33 MINUTES 39 SECONDS EAST 48.09 FEET; THENCE 84.64 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 286.17 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 20 DEGREES 39 MINUTES 40 SECONDS EAST AND A LENGTH OF 84.33 FEET; THENCE NORTH 31 DEGREES 20 MINUTES 34 SECONDS EAST 36.62 FEET; THENCE 61.88 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 93.17 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 18 DEGREES 38 MINUTES 18 SECONDS EAST AND A LENGTH OF 60.75 FEET; THENCE NORTH 01 DEGREES 04 MINUTES 23 SECONDS WEST 30.15 FEET; THENCE 279.51 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 330.54 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 33 DEGREES 51 MINUTES 09 SECONDS EAST AND A LENGTH OF 271.25 FEET; THENCE NORTH 59 DEGREES 45 MINUTES 02 SECONDS EAST 27.54 FEET; THENCE 45.01 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 77.22 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 41 DEGREES 46 MINUTES 35 SECONDS EAST AND A LENGTH OF 44.38 FEET; THENCE NORTH 17 DEGREES 22 MINUTES 44 SECONDS EAST 53.53 FEET; THENCE 115.10 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 255.12 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 31 DEGREES 04 MINUTES 44 SECONDS EAST AND A LENGTH OF 114.13 FEET; THENCE NORTH 44 DEGREES 00 MINUTES 13 SECONDS EAST 100.18 FEET; THENCE 72.79 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 243.20 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 34 DEGREES 47 MINUTES 08 SECONDS EAST AND A LENGTH OF 72.51 FEET; THENCE NORTH 26 DEGREES 12 MINUTES 42 SECONDS EAST 82.78 FEET; THENCE NORTH 35 DEGREES 17 MINUTES 14 SECONDS EAST 99.91 FEET; THENCE 45.29 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 191.86 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 28 DEGREES 29 MINUTES 36 SECONDS EAST AND A LENGTH OF 45.19 FEET; THENCE NORTH 21 DEGREES 43 MINUTES 49 SECONDS EAST 48.20 FEET; THENCE NORTH 17 DEGREES 40 MINUTES 46 SECONDS EAST 98.90 FEET; THENCE NORTH 12 DEGREES 46 MINUTES 11 SECONDS EAST 97.83 FEET; THENCE NORTH 07 DEGREES 48 MINUTES 25 SECONDS EAST 103.94 FEET; THENCE NORTH 02 DEGREES 19 MINUTES 49 SECONDS EAST 43.33 FEET; THENCE 47.07 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 359.86 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 01 DEGREES 44 MINUTES 26 SECONDS WEST AND A LENGTH OF 47.03 FEET; THENCE NORTH 05 DEGREES 29 MINUTES 15 SECONDS WEST 77.40 FEET; THENCE 41.93 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 98.42 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 04 DEGREES 05 MINUTES 45 SECONDS EAST AND A LENGTH OF 41.62 FEET; THENCE NORTH 17 DEGREES 52 MINUTES 48 SECONDS EAST 71.01 FEET; THENCE NORTH 05 DEGREES 52 MINUTES 32 SECONDS EAST 21.45 FEET; THENCE NORTH 03 DEGREES 09 MINUTES 09 SECONDS WEST 12.57 FEET TO THE SOUTH RIGHT OF WAY LINE THERE OF; THENCE ALONG SAID RIGHT OF WAY THENCE SOUTH 89 DEGREES 28 MINUTES 31 SECONDS EAST 23.05 FEET TO THE **POINT OF BEGINNING** CONTAINING 3.42 ACRES, MORE OR LESS.

This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report.



10505 N. College Ave.
Indianapolis, IN 46280
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EASEMENT

RIVER ROAD CARMEL, IN

DATE: JANUARY 23, 2025

PROJECT #: W250944

SHEET 12 OF 12

City of Carmel Project 23-04

Auman-Newark Sidewalk and Drainage

APPROVED
By Sergey Girechukhin at 3:48 pm, Mar 10, 2025

CHANGE ORDER #2

This is the Final Balancing Change Order for 23-04 accounting for all contract overruns and underruns. Includes changes No. 2 through No. 5 as described on the last page.

Contract Price prior to this Change Order \$1,380,925.00

Contract Price will be increased/decreased by this Change Order (\$4,614.90)

New Contract Price including this Change Order \$1,376,310.10

	Amount	Adjusted Contract Price	Cumulative % Change from Original Contract
Original Contract	\$1,378,000.00	\$1,378,000.00	N/A
Change Order No. 1	\$2,925.00	\$1,380,925.00	0.22%
Change Order No. 2	(\$4,614.90)	\$1,376,310.10	(0.12%)

CITY OF CARMEL

TO:
William Charles Construction
Attn: Kevin Juday

kevin.juday@williamcharles.com
812-298-4370

CONTRACT CHANGE ORDER NO.: 02
DATE: 1/12/2026
PROJECT NAME: 23-04 Auman-Newark Sidewalk & Drainage Improvements
CITY REQ. NO.: _____
CITY PO NO.: _____
CITY PO DATE: _____

- I. You are directed to make the following changes in this Contract:
(Brief Description) N/A - Final Balance CO

SCHEDULED ADJUSTMENT

ITEM AMOUNT (+) OR (-) DAYS

- II. The following referenced Documents further describe the changes outlined in Paragraph I, and are to be considered a part of this Change Order: R.F.P.: _____ W.D.C. No.: _____
Other: Supplementals

The changes result in the following adjustment of Contract Price and Contract Time:

Contract Price prior to this Change Order \$ 1,380,925.00

Contract Price will be increased/decreased by this Change Order \$ (\$4,614.90)

New Contract Price including this Change Order \$ 1,376,310.10

Contract Time Prior to this Change Order _____ Days _____ Completion Date

Net increased/decreased resulting from this Change Order N/A Days

Current Contract Time including this Change Order _____ Days _____ Completion Date

This Change Order is for full and final settlement of all direct, indirect, impact costs and time extensions incurred at any time resulting from the performance of the changed work.

The Above Changes Are
Recommended

The Above Changes Are
Accepted:

Approved:

ENGINEER

Clark Dietz, Inc.

Address

8900 Keystone Crossing #475

Indianapolis, IN 46240

City/State/Zip

CONTRACTOR

William Charles Construction

Address

16855 Southpark Drive, Suite 100

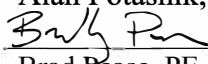
Westfield, IN 46704

City/State/Zip

Laura Campbell, Presiding
Officer

James Barlow, Member

Alan Potasnik, Member


Brad Pease, PE, City Engineer

By: 

Phone: 317-844-8900

Date: 1/12/2026

By: 

Phone: 812-298-4370

Date: 1/12/2026

ATTEST:

Jacob Quinn, Clerk

Date: _____

CLN	Item CD	Item Desc.	Est. Qty.	Unit Price	Unit of	Est. Amount
Change Order No. 1						
		<i>Revised Storm Alignment, Pawnee</i>				
	33	PIPE, TYPE 2, CIRCULAR, DIAMTER 12 IN.	11.5	\$ 50.00	LFT	\$ 575.00
	34	PIPE, TYPE 2, CIRCULAR, DIAMTER 15 IN.	20	\$ 55.00	LFT	\$ 1,100.00
	67*	STRUCTURE 216 MODIFICATIONS (CO 01)	1	\$ 1,250.00	EACH	\$ 1,250.00
						\$ 2,925.00
Change No. 2						
		<i>12 IN HDPE Pipe Extension</i>				
	68*	12" HDPE PIPE EXTENSION (CO 02)	46	\$ 41.00	LFT	\$ 1,886.00
						\$ 1,886.00
Change No. 3						
		<i>Reverting Mailbox Replacements</i>				
	69*	MAILBOX ASSEMBLY MODIFICATIONS	6	\$ 588.50	EACH	\$ 3,531.00
						\$ 3,531.00
Change No. 4						
		<i>Added Storm 320 Shoshone Dr.</i>				
	70*	SHOSHONE STORM WORK	1	\$ 7,709.64	LS	\$ 7,709.64
						\$ 7,709.64
Change No. 5						
		<i>Final Balance</i>				
	2	INSPECTION HOLE, DEEPER THAN 3 FT	4	\$ 1,500.00	EACH	\$ 6,000.00
	12	BORROW	40.89	\$ 0.01	CYS	\$ 0.41
	13	STORMWATER MANAGEMENT BUDGET	-8,622.50	\$ 1.00	DOL	\$ (8,622.50)
	17	STRUCTURE BACKFILL, TYPE 2	-6.64	\$ 115.00	CYS	\$ (763.60)
	19	QC/QA-HMA, 2, 64, SURFACE, 9.5mm	-27.52	\$ 165.00	TON	\$ (4,540.80)
	20	ASPHALT FOR TACK COAT	-332.00	\$ 1.00	SYS	\$ (332.00)
	21	SIDEWALK, CONCRETE	20.33	\$ 60.00	SYS	\$ 1,219.80
	26	MAILBOX ASSEMBLY, SINGLE	5.00	\$ 210.00	EACH	\$ 1,050.00
	27	MAILBOX ASSEMBLY, DOUBLE	-7.00	\$ 400.00	EACH	\$ (2,800.00)
	31	SODDING, NURSERY	144.00	\$ 5.00	SYS	\$ 720.00
	32	PLANT, DECIDUOUS TREE, SINGLE STEM, OVER 2 IN. TO 2.5 IN.	-5.00	\$ 1,000.00	EACH	\$ (5,000.00)
	33	PIPE, TYPE 2, CIRCULAR, DIAMTER 12 IN.	18.00	\$ 50.00	LFT	\$ 900.00
	35	PIPE, TYPE 2, CIRCULAR, DIAMTER 18 IN.	1.25	\$ 85.00	LFT	\$ 106.25
	37	PIPE, TYPE 3, CIRCULAR, DIAMTER 15 IN.	-10.00	\$ 55.00	LFT	\$ (550.00)
	42	PIPE END SECTION, DIAMETER 12 IN.	1.00	\$ 550.00	EACH	\$ 550.00
	46	CASTING, MANHOLE, ADJUST TO GRADE	-3.00	\$ 850.00	EACH	\$ (2,550.00)
	54	ROAD CLOSURE SIGN ASSEMBLY	2.00	\$ 388.00	EACH	\$ 776.00
	55	CONSTRUCTION SIGN, TYPE A	-2.00	\$ 310.00	EACH	\$ (620.00)
	56	CONSTRUCTION SIGN, TYPE B	4.00	\$ 310.00	EACH	\$ 1,240.00
	58	BARRICADE, TYPE III-B	80.00	\$ 22.00	LFT	\$ 1,760.00
	61	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	-143.00	\$ 22.94	LFT	\$ (3,280.42)
	62	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.	-22.00	\$ 22.94	LFT	\$ (504.68)
	63	METER PIT RELOCATION & ADJUST TO GRADE (UNDISTRIBUTED)	10.00	\$ 2,600.00	EACH	\$ 26,000.00
	65	ADJUST VALVE TO GRADE & REPLACE VALVE BOX (UNDISTRIBUTED)	-3.00	\$ 3,500.00	EACH	\$ (10,500.00)
	66	SANITARY SEWER LATERAL PIPE ADJUSTMENT (UNDISTRIBUTED)	-6.00	\$ 3,000.00	EACH	\$ (18,000.00)
						\$ (17,741.54)

23-4_Change Order No. 2

Final Audit Report

2026-03-10

Created:	2026-03-09
By:	Laurie Slick (lslick@carmel.in.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAkdBHuSokbo01WQmEYju4JyTRbrSksAov

"23-4_Change Order No. 2" History

-  Document created by Laurie Slick (lslick@carmel.in.gov)
2026-03-09 - 2:29:25 PM GMT
-  Document emailed to Bradley Pease (bpease@carmel.in.gov) for signature
2026-03-09 - 2:29:31 PM GMT
-  Email viewed by Bradley Pease (bpease@carmel.in.gov)
2026-03-09 - 6:00:21 PM GMT
-  Document e-signed by Bradley Pease (bpease@carmel.in.gov)
Signature Date: 2026-03-10 - 4:58:48 PM GMT - Time Source: server
-  Agreement completed.
2026-03-10 - 4:58:48 PM GMT

AGREEMENT FOR PURCHASE OF GOODS AND SERVICES

THIS AGREEMENT FOR PURCHASE OF GOODS AND SERVICES ("Agreement") is hereby entered into by and between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety ("City"), and Current Publishing, LLC an entity duly authorized to do business in the State of Indiana ("Vendor").

TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:**
Vendor acknowledges that it has read and understands this Agreement, and agrees that its execution of same constitutes its acceptance of all of the Agreement's terms and conditions.
2. **PERFORMANCE:**
City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 1203 854 50-239.90 Community Relations Gift, 1203 101 43-465.00 and 1203 101 43-590.03 funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.
3. **PRICE AND PAYMENT TERMS:**
 - 3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than One Hundred Three Thousand Ninety Six Dollars and Twenty Three Cents (\$103,096.23) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within thirty-five (35) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.
 - 3.2 Vendor agrees not to provide any Goods and Services to City that would cause the total cost of the Goods and Services provided by Vendor to City hereunder to exceed the Estimate, unless City has previously agreed, in writing, to pay an amount in excess thereof. All payments and any late payments fees shall be pursuant to Indiana Prompt Payment Statute; Ind. Code 5-17-5 *et al.*
4. **WARRANTY:**
Vendor expressly warrants that the Goods and Services covered by this Agreement will conform to those certain specifications, descriptions and/or quotations regarding same as were provided to Vendor by City and/or by Vendor to and accepted by City, all of which documents are incorporated herein by reference, and that the Goods and Services will be delivered in a timely, good and workmanlike manner and free from defect. Vendor acknowledges that it knows of City's intended use and expressly warrants that the Goods and Services provided to City pursuant to this Agreement

have been selected by Vendor based upon City's stated use and are fit and sufficient for their particular purpose.

5. TIME AND PERFORMANCE:

This Agreement shall become effective as of the last date on which a party hereto executes same ("Effective Date"), and both parties shall thereafter perform their obligations hereunder in a timely manner. Time is of the essence of this Agreement.

6. DISCLOSURE AND WARNINGS:

If requested by City, Vendor shall promptly furnish to City, in such form and detail as City may direct, a list of all chemicals, materials, substances and items used in or during the provision of the Goods and Services provided hereunder, including the quantity, quality and concentration thereof and any other information relating thereto. At the time of the delivery of the Goods and Services provided hereunder, Vendor agrees to furnish to City sufficient written warning and notice (including appropriate labels on containers and packing) of any hazardous material utilized in or that is a part of the Goods and Services.

7. LIENS:

Vendor shall not cause or permit the filing of any lien on any of City's property. In the event any such lien is filed and Vendor fails to remove such lien within ten (10) days after the filing thereof, by payment or bonding, City shall have the right to pay such lien or obtain such bond, all at Vendor's sole cost and expense.

8. DEFAULT:

In the event Vendor: (a) repudiates, breaches or defaults under any of the terms or conditions of this Agreement, including Vendor's warranties; (b) fails to provide the Goods and Services as specified herein; (c) fails to make progress so as to endanger timely and proper provision of the Goods and Services and does not correct such failure or breach within five (5) business days (or such shorter period of time as is commercially reasonable under the circumstances) after receipt of notice from City specifying such failure or breach; or (d) becomes insolvent, is placed into receivership, makes a general assignment for the benefit of creditors or dissolves, each such event constituting an event of default hereunder, City shall have the right to (1) terminate all or any parts of this Agreement, without liability to Vendor; and (2) exercise all other rights and remedies available to City at law and/or in equity.

9. INSURANCE AND INDEMNIFICATION:

Vendor shall procure and maintain in full force and effect during the term of this Agreement, with an insurer licensed to do business in the State of Indiana, such insurance as is necessary for the protection of City and Vendor from all claims for damages under any workers' compensation, occupational disease and/or unemployment compensation act; for bodily injuries including, but not limited to, personal injury, sickness, disease or death of or to any of Vendor's agents, officers, employees, contractors and subcontractors; and, for any injury to or destruction of property, including, but not limited to, any loss of use resulting therefrom. The coverage amounts shall be no less than those amounts set forth in attached Exhibit C. Vendor shall cause its insurers to name City as an additional insured on all such insurance policies, shall promptly provide City, upon request,

with copies of all such policies, and shall provide that such insurance policies shall not be canceled without thirty (30) days prior notice to City. Vendor shall indemnify and hold harmless City from and against any and all liabilities, claims, demands or expenses (including, but not limited to, reasonable attorney fees) for injury, death and/or damages to any person or property arising from or in connection with Vendor's provision of Goods and Services pursuant to or under this Agreement or Vendor's use of City property.

Vendor further agrees to indemnify, defend and hold harmless City and its officers, officials, agents and employees from all claims and suits of whatever type, including, but not limited to, all court costs, attorney fees, and other expenses, caused by any act or omission of Vendor and/or of any of Vendor's agents, officers, employees, contractors or subcontractors in the performance of this Agreement. These indemnification obligations shall survive the termination of this Agreement.

10. GOVERNMENT COMPLIANCE:

Vendor agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes which may be applicable to Vendor's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. Vendor agrees to indemnify and hold harmless City from any loss, damage and/or liability resulting from any such violation of such laws, orders, rules, regulations and codes. This indemnification obligation shall survive the termination of this Agreement.

Vendor agrees that any web content, as defined under 28 CFR 35.104, created and/or posted online shall comply with WCAG 2.1 A and AA standards, as amended and required under Title II of the Americans with Disabilities Act (ADA).

11. NONDISCRIMINATION:

Vendor represents and warrants that it and all of its officers, employees, agents, contractors and subcontractors shall comply with all laws of the United States, the State of Indiana and City prohibiting discrimination against any employee, applicant for employment or other person in the provision of any Goods and Services provided by this Agreement with respect to their hire, tenure, terms, conditions and privileges of employment and any other matter related to their employment or subcontracting, because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status and/or Vietnam era veteran status.

12. E-VERIFY:

Pursuant to I.C. § 22-5-1.7 et seq., as the same may be amended from time to time, and as is incorporated herein by this reference (the "Indiana E-Verify Law"), Vendor is required to enroll in and verify the work eligibility status of its newly-hired employees using the E-Verify program, and to execute the Affidavit attached herein as Exhibit D, affirming that it is enrolled and participating in the E-Verify program and does not knowingly employ unauthorized aliens. In support of the Affidavit, **Vendor shall provide the City with documentation indicating that it has enrolled and is participating in the E-Verify program.** Should Vendor subcontract for the performance of any work under and pursuant to this Agreement, it shall fully comply with the Indiana E-Verify Law as regards each such subcontractor. Should the Vendor or any subcontractor violate the Indiana E-Verify law, the City may require a cure of such violation and thereafter, if no timely cure is performed, terminate this Agreement in accordance with either the provisions hereof or those set forth in the Indiana E-

Verify Law. The requirements of this paragraph shall not apply should the E-Verify program cease to exist.

13. NO IMPLIED WAIVER:

The failure of either party to require performance by the other of any provision of this Agreement shall not affect the right of such party to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision hereof.

14. NON-ASSIGNMENT:

Vendor shall not assign or pledge this Agreement, whether as collateral for a loan or otherwise, and shall not delegate its obligations under this Agreement without City's prior written consent.

15. RELATIONSHIP OF PARTIES:

The relationship of the parties hereto shall be as provided for in this Agreement, and neither Vendor nor any of its officers, employees, contractors, subcontractors and agents are employees of City. The contract price set forth herein shall be the full and maximum compensation and monies required of City to be paid to Vendor under or pursuant to this Agreement.

16. GOVERNING LAW; LAWSUITS:

This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

17. SEVERABILITY:

If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provisions of this Agreement shall remain in full force and effect.

18. NOTICE:

Any notice provided for in this Agreement will be sufficient if it is in writing and is delivered by postage prepaid U.S. certified mail, return receipt requested, to the party to be notified at the address specified herein:

If to City:	City of Carmel MAC Department One Civic Square Carmel, Indiana 46032	<u>AND</u>	City of Carmel Office of Corporation Counsel One Civic Square Carmel, Indiana 46032
If to Vendor:	Current Publishing, LLC 525 North End Drive, Suite 175 Carmel, Indiana 46032		

Notwithstanding the above, notice of termination under paragraph 19 hereinbelow shall be effective if given orally, as long as written notice is then provided as set forth hereinabove within five (5) business days from the date of such oral notice.

19. TERMINATION:

19.1 Notwithstanding anything to the contrary contained in this Agreement, City may, upon notice to Vendor, immediately terminate this Agreement for cause, in the event of a default hereunder by Vendor and/or if sufficient funds are not appropriated or encumbered to pay for the Goods and Services to be provided hereunder. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount representing conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

19.2 City may terminate this Agreement at any time upon thirty (30) days prior notice to Vendor. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount of conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

19.3 The City may terminate this Agreement pursuant to Paragraph 11 hereof, as appropriate.

20. REPRESENTATIONS AND WARRANTIES

The parties represent and warrant that they are authorized to enter into this Agreement and that the persons executing this Agreement have the authority to bind the party which they represent.

21. ADDITIONAL GOODS AND SERVICES:

Vendor understands and agrees that City may, from time to time, request Vendor to provide additional goods and services to City. When City desires additional goods and services from Vendor, the City shall notify Vendor of such additional goods and services desired, as well as the time frame in which same are to be provided. Only after City has approved Vendor's time and cost estimate for the provision of such additional goods and services, has encumbered sufficient monies to pay for same, and has authorized Vendor, in writing, to provide such additional goods and services, shall such goods and services be provided by Vendor to City. A copy of the City's authorization documents for the purchase of additional goods and services shall be numbered and attached hereto in the order in which they are approved by City.

22. TERM:

Unless otherwise terminated in accordance with the termination provisions set forth in Paragraph 19 hereinabove, this Agreement shall be in effect from the Effective Date through the satisfactory completion of services and/or delivery and acceptance of goods contracted for herein.

23. HEADINGS:

All heading and sections of this Agreement are inserted for convenience only and do not form a part

of this Agreement nor limit, expand or otherwise alter the meaning of any provision hereof.

24. **BINDING EFFECT:**

The parties, and their respective officers, officials, agents, partners, successors, assigns and legal representatives, are bound to the other with respect to all of the covenants, terms, warranties and obligations set forth in Agreement.

25. **NO THIRD PARTY BENEFICIARIES:**

This Agreement gives no rights or benefits to anyone other than City and Vendor.

26. **DEBARMENT AND SUSPENSION:**

26.1 The Vendor certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Vendor.

26.2 The Vendor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Vendor shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required by the City to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

27. **IRAN CERTIFICATION:**

Pursuant to I.C. § 5-22-16.5, the Vendor shall certify that, in signing this Agreement, it does not engage in investment activities within the Country of Iran.

28. **ADVICE OF COUNSEL:**

The parties warrant that they have read this Agreement and understand it, have had the opportunity to obtain legal advice and assistance of counsel throughout the negotiation of this Agreement, and enter into same freely, voluntarily, and without any duress, undue influence or coercion.

29. **ACCESS TO PUBLIC RECORDS ACT:**

Vendor understands and agrees that any "public record", as the term is defined in Indiana Code 5-14-3-2(m), as amended, that is related to the subject matter of the Contract, whether the same is in the possession or control of Vendor or City, shall be subject to release under and pursuant to the provisions of Indiana's Access to Public Records Act, as codified in Indiana Code 5-14-3-1, *et seq.*, as amended.

30. **SUSPENSION OF SERVICES:**

A. Suspension due to security or integrity threats. Vendor agrees to provide at least twelve (12) hours notice to the City if any suspension of services or good deliveries will be necessary due to a

threat to the technical security or technical integrity of the services or delivery systems.

B. Suspension due to payment dispute. If the Parties are having a billing or payment dispute, Vendor shall not suspend the services under the Agreements between the Parties until such disputes is resolved or Agreements between the Parties are terminated.

31. DATA TRANSFER UPON TERMINATION:

Upon termination of the Agreement, and if Vendor possesses any City digital data or electronic content (collectively "Customer Data and Content"), Vendor shall not delete and shall allow the City to download and export all such Customer Data and Content held in the services by Vendor for ninety (90) days following termination.

32. LIMITATION ON USE OF CUSTOMER DATA AND CONTENT:

Vendor shall not use, disclose, sell, license, rent, or otherwise exploit Customer Data and Content for any commercial purposes, nor for any purpose beyond the scope of providing the services set forth in the Agreements between the Parties. All use of Customer Data and Content by Vendor must comply with all applicable federal, state, and local laws, rules, and regulations.

33. MARKETING:

Any Vendor press-releases announcing the partnership between the Parties, shall be coordinated with the City's marketing department.

34. DATA AND INFORMATION PROTECTION:

A. Definitions. Capitalized terms used in this Section shall have the meanings set forth, below:

"Authorized Persons" means (i) the Vendor's employees; and (ii) the Vendor's subcontractors and agents who have a need to know or otherwise access Personal Information to enable the Vendor to perform its obligations under this Addendum and the Agreement, and who are bound in writing by confidentiality and other obligations sufficient to protect Personal Information in accordance with the terms and conditions of this Addendum and the Agreement.

"Highly Sensitive Personal Information" means an (i) individual's government-issued identification number (including Social Security number, driver's license number, or state-issued identification number); (ii) financial account number, credit card number, debit card number, or credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to an individual's financial account; or (iii) biometric, genetic, health, medical, or medical insurance data.

"Personal Information" means information provided to the Vendor by or at the direction of the City, information which is created or obtained by the Vendor on behalf of the City, or information to which access was provided to the Vendor by or at the direction of the City, in the course of the Vendor's performance under this Addendum and the Agreement that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers,

passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, health, genetic, medical, or medical insurance data, answers to security questions, and other personal identifiers), in case of both subclauses (i) and (ii), including, without limitation, all Highly Sensitive Personal Information.

"Security Breach" means (i) any act or omission that compromises either the security, confidentiality, or integrity of Personal Information or the physical, technical, administrative, or organizational safeguards put in place by the Vendor or any Authorized Persons, or by the City should the Vendor have access to the City's systems, that relate to the protection of the security, confidentiality, or integrity of Personal Information, or (ii) receipt of a complaint in relation to the privacy and data security practices of the Vendor or any Authorized Persons or a breach or alleged breach of this Addendum and/or Agreement relating to such privacy and data security practices. Without limiting the foregoing, a compromise shall include any unauthorized access to or disclosure or acquisition of Personal Information.

B. Standard of Care.

- i. Vendor acknowledges and agrees that, during the term of the Agreement, Vendor may create, receive, or have access to Personal Information. For any Personal Information, Vendor shall comply with this Section in its creation, collection, receipt, transmission, storage, disposal, use, and disclosure of such Personal Information and be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of Personal Information under its control or in its possession by all Authorized Persons. Vendor shall be responsible for, and remain liable to, the City for the actions and omissions of all Authorized Persons concerning the treatment of Personal Information.
- ii. Personal Information is deemed to be Confidential Information of the City and is not Confidential Information of Vendor.
- iii. Vendor agrees and covenants that it shall:
 - a. Keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure;
 - b. Not create, collect, receive, access, or use Personal Information in violation of law;
 - c. Use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of this Addendum and the Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Vendor's own purposes or for the benefit of anyone other than the City, in each case, without the City's prior written consent; and
 - d. Not directly or indirectly, disclose Personal Information to any person other than Authorized Persons, without the City's prior written consent.
- iv. Vendor shall implement and maintain a written information security program, including appropriate policies, procedures, and risk assessments.

- v. At a minimum, Vendor's safeguards for the protection of Personal Information shall include:
 - a. Limiting access of Personal Information to Authorized Persons;
 - b. Securing business facilities, data centers, paper files, servers, backup systems, and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability;
 - c. Implementing network, application, database, and platform security; (iv) securing information transmission, storage, and disposal;
 - d. Implementing authentication and access controls within media, applications, operating systems, and equipment;
 - e. Encrypting Highly Sensitive Personal Information stored on any media;
 - f. Encrypting Highly Sensitive Personal Information transmitted over public or wireless networks;
 - g. Strictly segregating Personal Information from information of Vendor or its other customers so that Personal Information is not commingled with any other types of information;
 - h. Conducting risk assessments, penetration testing, and vulnerability scans and promptly implementing, at Vendor's sole cost and expense, a corrective action plan to correct any issues that are reported as a result of the testing;
 - i. Implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and
 - j. Providing appropriate privacy and information security training to Authorized Persons.

C. Security Breach.

If Security Breach occurs that affects Vendor's obligations to the City under the Agreements between the Parties, or Personal or Confidential Information, Vendor shall:

- i. Notify the City of a Security Breach as soon as practicable, but no later than forty-eight (48) hours after the Vendor becomes aware of it;
- ii. At its own expense, use best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach, including, but not limited to taking any and all action necessary to comply with applicable privacy rights, laws, regulations, and standards. Vendor shall reimburse the City for all actual costs incurred by the City in responding to, and mitigating damages caused by any Security Breach, including all costs of notice and/or remediation;
- iii. Maintain and preserve all documents, records, and other data related to any Security Breach;
- iv. Fully cooperate, at its own expense, with the City in any litigation, investigation, or other action deemed necessary by the City to protect its rights relating to the use, disclosure, protection, and maintenance of Personal or Confidential Information.

D. Cyber Liability Insurance. Vendor shall maintain cyber liability insurance coverage of not less than \$1,000,000 each claim and annual aggregate providing coverage for damages and claims expenses, including notification expenses, arising from (1) breach of network security, (2) alteration, corruption,

destruction or deletion of information stored or processed on a computer system, (3) invasion of privacy, including identity theft and unauthorized transmission or publication of personal information, (4) unauthorized access and use of computer systems, including hackers, (5) the transmission of malicious code, and (6) website content, including claims of libel, slander, trade libel, defamation, infringement of copyright, trademark and trade dress and invasion of privacy.

35. ENTIRE AGREEMENT:

This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Vendor and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 16 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as follows:

CITY OF CARMEL, INDIANA

Current Publishing, LLC

by and through its Board of Public
Works and Safety

By:

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

By:

Steve Greenberg
Authorized Signature

Steve Greenberg
Printed Name

Co-owner/EVP

Title

FID/TIN: 38-3740317

Date: 03.09.26

CURRENT PUBLISHING

City of Carmel -
Marketing and Communications

Publications: All

Exhibit A

City Promotion Advertising 4346500	Festival & Community Events 4359003	Sponsorship 854 Gift Fund
\$ 18,246.33	\$ 65,114.89	\$ 19,735.01
Total		\$ 103,096.23

Advertiser	Adv. No.	Date	Invoice Number	Order Number	Hold	Cancelled	Pub	Sales Rep	Product	Description	Amount	
	1977	1/6/2026		28388			CIC	S. Greenberg	Retail	Full, 4C, Art Provided, "Festival of Ice/Carmel Winter (	\$2,342.32	
		1/6/2026		28388			CIW	S. Greenberg	Retail	Full, 4C, Art Provided, "Festival of Ice/Carmel Winter (	\$852.52	
		1/6/2026		28388			CIZ	S. Greenberg	Retail	Full, 4C, Art Provided, "Festival of Ice/Carmel Winter (	\$780.17	
		1/6/2026		29006			CIC	S. Greenberg	Retail	1/2V, 4C, Art Provided, "Allied January Calendar"	\$1,215.00	
		1/6/2026		29378			CIC	S. Greenberg	Retail	1/2V, 4C, Art Provided, "Rev. Dr. MLK" - FAR FORW/	\$1,215.00	
		1/13/2026		29378			CIC	S. Greenberg	Retail	Full, 4C, Art Provided, "Festival of Ice" - FAR FORW/	\$2,342.32	\$ 8,847.33 January
	23/2026			29378	-	-	CIC	S. Greenberg	Retail	1/2V, 4C, Art Provided, "Allied Solutions	\$1,215.00	
	2/10/2026			29378	-	-	CIC	S. Greenberg	Retail	1/2V, 4C, Art Provided, "Carmel	\$1,215.00	\$ 2,430.00 February
	3/3/2026			29378	-	-	CIC	S. Greenberg	Retail	1/2V, 4C, Art Provided, "Allied Solutions	\$1,215.00	\$ 1,215.00 March
	4/7/2026			29378	-	-	CIC	S. Greenberg	Retail	1/2V, 4C, Art Provided, "Allied Solutions	\$1,215.00	
	4/14/2026			29378	-	-	CIC	S. Greenberg	Retail	1/2V, 4C, Art Provided, "Holocaust	\$1,215.00	
	4/21/2026			29378	-	-	CIC	S. Greenberg	Retail	1/2V, 4C, Art Provided, "Move with the	\$1,215.00	
	4/28/2026			29378	-	-	CIW	S. Greenberg	Retail	Full, 4C, Art Provided, "Cherry	\$852.52	
	4/28/2026			29378	-	-	CIC	S. Greenberg	Retail	1/2V, 4C, Art Provided, "Allied Solutions	\$1,215.00	
	4/28/2026			29006	-	-	CIC	S. Greenberg	Retail	CS, 4C, Art Provided	\$3,538.00	
	4/28/2026			29378	-	-	CIC	S. Greenberg	Retail	Full, 4C, Art Provided, "Cherry	\$2,342.32	
	4/28/2026			29378	-	-	CIZ	S. Greenberg	Retail	Full, 4C, Art Provided, "Cherry	\$780.17	\$ 12,473.01 April
	5/19/2026			29483	-	-	CIC	S. Greenberg	Retail	3/8V, 4C, Art Provided, "Movies at	\$1,080.00	\$ 1,080.00 May
	6/2/2026			29378	-	-	CIC	S. Greenberg	Retail	1/2V, 4C, Art Provided, "Allied Solutions	\$1,215.00	
	6/2/2026			29378	-	-	CIC	S. Greenberg	Retail	Full, 4C, Art Provided, "Eid Al Fitr" -	\$2,342.32	
	6/2/2026			29378	-	-	CIZ	S. Greenberg	Retail	Full, 4C, Art Provided, "Eid Al Fitr" -	\$780.17	
	6/9/2026			29378	-	-	CIW	S. Greenberg	Retail	Full, 4C, Art Provided, "Americana on	\$952.52	
	6/9/2026			29378	-	-	CIC	S. Greenberg	Retail	Full, 4C, Art Provided, "Americana on	\$2,342.32	
	6/9/2026			29378	-	-	CIZ	S. Greenberg	Retail	Full, 4C, Art Provided, "Americana on	\$780.17	
	6/16/2026			29483	-	-	CIW	S. Greenberg	Retail	3/8V, 4C, Art Provided, "Americana on	\$580.00	
	6/16/2026			29483	-	-	CIC	S. Greenberg	Retail	3/8V, 4C, Art Provided, "Americana on	\$1,080.00	
	6/16/2026			29483	-	-	CIZ	S. Greenberg	Retail	3/8V, 4C, Art Provided, "Americana on	\$485.00	
	6/23/2026			29483	-	-	CIW	S. Greenberg	Retail	3/8V, 4C, Art Provided, "Americana on	\$580.00	
	6/23/2026			29483	-	-	CIC	S. Greenberg	Retail	3/8V, 4C, Art Provided, "Americana on	\$1,080.00	
	6/23/2026			29483	-	-	CIZ	S. Greenberg	Retail	3/8V, 4C, Art Provided, "Americana on	\$485.00	
	6/30/2026			29483	-	-	CIW	S. Greenberg	Retail	3/8V, 4C, Art Provided, "Americana on	\$580.00	
	6/30/2026			29483	-	-	CIC	S. Greenberg	Retail	3/8V, 4C, Art Provided, "Americana on	\$1,080.00	
	6/30/2026			29378	-	-	CIC	S. Greenberg	Retail	1/2V, 4C, Art Provided, "Allied Solutions	\$1,215.00	
	6/30/2026			29483	-	-	CIZ	S. Greenberg	Retail	3/8V, 4C, Art Provided, "Americana on	\$485.00	\$ 16,062.50 June

7/21/2026	29006	-	-	CIC	S. Greenberg	Retail	CS, 4C, Art Provided	\$3,538.00	\$ 3,538.00	July
8/4/2026	29378	-	-	CIC	S. Greenberg	Retail	1/2V, 4C, Art Provided, "Allied Solutions	\$1,215.00		
8/11/2026	29483	-	-	CIW	S. Greenberg	Retail	3/8V, 4C, Art Provided, "Rain on Main" -	\$580.00		
8/11/2026	29483	-	-	CIC	S. Greenberg	Retail	3/8V, 4C, Art Provided, "Rain on Main" -	\$1,080.00		
8/11/2026	29483	-	-	CIC	S. Greenberg	Retail	3/8V, 4C, Art Provided, "Public Safety	\$1,080.00		
8/11/2026	29483	-	-	CIZ	S. Greenberg	Retail	3/8V, 4C, Art Provided, "Rain on Main" -	\$485.00		
8/18/2026	29378	-	-	CIW	S. Greenberg	Retail	Full, 4C, Art Provided,	\$952.52		
8/18/2026	29378	-	-	CIC	S. Greenberg	Retail	Full, 4C, Art Provided,	\$2,342.32		
8/18/2026	29378	-	-	CIZ	S. Greenberg	Retail	Full, 4C, Art Provided,	\$780.17	\$ 8,515.01	August
9/1/2026	29378	-	-	CIC	S. Greenberg	Retail	1/2V, 4C, Art Provided, "Allied Solutions	\$1,215.00		
9/8/2026	29378	-	-	CIW	S. Greenberg	Retail	1/2V, 4C, Art Provided, "Dia de la	\$580.00		
9/8/2026	29378	-	-	CIC	S. Greenberg	Retail	1/2V, 4C, Art Provided, "Dia de la	\$1,215.00		
9/8/2026	29378	-	-	CIC	S. Greenberg	Retail	1/2V, 4C, Art Provided, "911 Memorial"	\$1,215.00		
9/8/2026	29378	-	-	CIZ	S. Greenberg	Retail	1/2V, 4C, Art Provided, "Dia de la	\$468.00		
9/15/2026	29378	-	-	CIW	S. Greenberg	Retail	1/2V, 4C, Art Provided, "Mooncake	\$580.00		
9/15/2026	29378	-	-	CIC	S. Greenberg	Retail	1/2V, 4C, Art Provided, "Mooncake	\$1,215.00		
9/15/2026	29378	-	-	CIZ	S. Greenberg	Retail	1/2V, 4C, Art Provided, "Mooncake	\$468.00		
9/22/2026	29378	-	-	CIW	S. Greenberg	Retail	1/2V, 4C, Art Provided, "Oktoberfest" -	\$580.00		
9/22/2026	29378	-	-	CIC	S. Greenberg	Retail	1/2V, 4C, Art Provided, "Oktoberfest" -	\$1,215.00		
9/22/2026	29378	-	-	CIZ	S. Greenberg	Retail	1/2V, 4C, Art Provided, "Oktoberfest" -	\$468.00		
9/29/2026	29378	-	-	CIC	S. Greenberg	Retail	1/2V, 4C, Art Provided, "Allied Solutions	\$1,215.00	\$ 10,434.00	September
10/6/2026	29378	-	-	CIW	S. Greenberg	Retail	1/2V, 4C, Art Provided, "Arts in Autumn"	\$580.00		
10/6/2026	29378	-	-	CIC	S. Greenberg	Retail	1/2V, 4C, Art Provided, "Arts in Autumn"	\$1,215.00		
10/6/2026	29378	-	-	CIC	S. Greenberg	Retail	Full, 4C, Art Provided, "State of the	\$2,342.32		
10/6/2026	29378	-	-	CIZ	S. Greenberg	Retail	1/2V, 4C, Art Provided, "Arts in Autumn"	\$468.00		
10/13/2026	29378	-	-	CIW	S. Greenberg	Retail	Full, 4C, Art Provided, "Diwali" - FAR	\$952.52		
10/13/2026	29006	-	-	CIC	S. Greenberg	Retail	CS, 4C, Art Provided	\$3,538.00		
10/13/2026	29378	-	-	CIC	S. Greenberg	Retail	Full, 4C, Art Provided, "Diwali" - FAR	\$2,342.32		
10/13/2026	29378	-	-	CIZ	S. Greenberg	Retail	Full, 4C, Art Provided, "Diwali" - FAR	\$780.17	\$ 12,218.33	October
11/3/2026	29378	-	-	CIC	S. Greenberg	Retail	1/2V, 4C, Art Provided, "Allied Solutions	\$1,215.00		
11/3/2026	29378	-	-	CIC	S. Greenberg	Retail	1/2V, 4C, Art Provided, "Veterans Day"	\$1,215.00		
11/10/2026	29378	-	-	CIW	S. Greenberg	Retail	Full, 4C, Art Provided, "Holidays in	\$952.52		
11/10/2026	29378	-	-	CIC	S. Greenberg	Retail	Full, 4C, Art Provided, "Holidays in	\$2,342.32		
11/10/2026	29378	-	-	CIZ	S. Greenberg	Retail	Full, 4C, Art Provided, "Holidays in	\$780.17		
11/17/2026	29378	-	-	CIW	S. Greenberg	Retail	1/2V, 4C, Art Provided, "Santa	\$580.00		
11/17/2026	29378	-	-	CIW	S. Greenberg	Retail	Full, 4C, Art Provided, "Holiday Map" -	\$952.52		
11/17/2026	29378	-	-	CIC	S. Greenberg	Retail	1/2V, 4C, Art Provided, "Santa	\$1,215.00		
11/17/2026	29378	-	-	CIC	S. Greenberg	Retail	Full, 4C, Art Provided, "Holiday Map" -	\$2,342.32		
11/17/2026	29378	-	-	CIZ	S. Greenberg	Retail	Full, 4C, Art Provided, "Holiday Map" -	\$780.17		
11/17/2026	29378	-	-	CIZ	S. Greenberg	Retail	1/2V, 4C, Art Provided, "Santa	\$468.00		
11/24/2026	29378	-	-	CIW	S. Greenberg	Retail	Full, 4C, Art Provided, "Shop Small,	\$952.52		
11/24/2026	29378	-	-	CIC	S. Greenberg	Retail	Full, 4C, Art Provided, "Shop Small,	\$2,342.32		
11/24/2026	29378	-	-	CIZ	S. Greenberg	Retail	Full, 4C, Art Provided, "Shop Small,	\$780.17	\$ 16,918.03	November
12/1/2026	29378	-	-	CIC	S. Greenberg	Retail	1/2V, 4C, Art Provided, "Allied Solutions	\$1,215.00		
12/22/2026	29378	-	-	CIW	S. Greenberg	Retail	Full, 4C, Art Provided, "Ice at Carter	\$952.52		
12/22/2026	29378	-	-	CIC	S. Greenberg	Retail	Full, 4C, Art Provided, "Ice at Carter	\$2,342.32		
12/22/2026	29378	-	-	CIZ	S. Greenberg	Retail	Full, 4C, Art Provided, "Ice at Carter	\$780.17		
12/29/2026	29378	-	-	CIW	S. Greenberg	Retail	Full, 4C, Art Provided, "Sponsor Thank	\$780.17		
12/29/2026	29378	-	-	CIC	S. Greenberg	Retail	Full, 4C, Art Provided, "Sponsor Thank	\$2,342.32		
12/29/2026	29378	-	-	CIZ	S. Greenberg	Retail	Full, 4C, Art Provided, "Sponsor Thank	\$952.52	\$ 9,365.02	December
								\$103,096.23		

Total Advertisers: 1

EXHIBIT B Invoice

Date:

Name of Company:

Address & Zip:

Telephone No.:

Fax No.:

Project Name: _____

Invoice No. _____

Purchase Order No: _____

			<u>Goods</u>	<u>Services</u>	
Person Providing Goods/Services	Date Goods/Service Provided	Goods/Services Provided (Describe each good/service separately and in detail)	Cost Per Item	Hourly Rate/Hours Worked	Total
		<i>GRAND TOTAL</i>			

Signature

Printed Name

EXHIBIT C

INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

Bodily Injury by Accident/Disease:	\$500,000 each employee
Bodily Injury by Accident/Disease:	\$500,000 each accident
Bodily Injury by Accident/Disease:	\$1,000,000 policy limit

Commercial General Liability (Occurrence Basis), Bodily Injury, Personal Injury, Property Damage, Contractual Liability, Products – Completed Operations:

General Aggregate Limit (other than Products/Completed Operations):	\$2,000,000
Products/Completed Operations:	\$1,000,000
Personal & Advertising Injury Limit:	\$500,000
Each Occurrence Limit:	\$1,000,000
Damage to Premises:	\$100,000 each occurrence
Fire Damage (any one fire):	\$250,000 each occurrence
Medical Expense Limit (any one person):	\$10,000

Auto Liability (owned, hired, and non-owned)

Bodily Single Limit:	\$1,000,000 each accident
Injury and Property Damage:	\$1,000,000 each accident
Policy Limit:	\$1,000,000

Umbrella/Excess Liability

Each Occurrence:	\$1,000,000
Aggregate:	\$1,000,000
Maximum Deductible:	\$10,000

EXHIBIT D

AFFIDAVIT

STEVE GREENBERG, being first duly sworn, deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by
CURRENT PUBLISHING, LLC (the "Employer")
in the position of CO-OWNER / EXECUTIVE VICE PRESIDENT.
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer is enrolled and participates in the federal E-Verify program and has provided documentation of such enrollment and participation to the City of Carmel, Indiana.
5. The Company does not knowingly employ any unauthorized aliens.

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 9TH day of MARCH, 20 26.

Steve Greenberg
Printed: STEVE GREENBERG

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.

Steve Greenberg
Printed: STEVE GREENBERG

City of Carmel

ONE CIVIC SQUARE

CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

119406

THIS NUMBER MUST APPEAR ON INVOICES, A/P
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
2/25/2026			358787	DISPLAY ADS - 2026

CURRENT PUBLISHING

VENDOR 525 NORTH END DR SUITE 175

CARMEL, IN 46032 -

Community Relations

SHIP TO 1 Civic Square
Carmel, IN 46032-

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
108651				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1203 Fund: 854 Community Relations Gift

Account: 50-239.90

1 Each

DISPLAY ADS - 2026

\$19,735.01	\$19,735.01
Sub Total	\$19,735.01



Send Invoice To:

Community Relations

1 Civic Square

Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
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SHIPPING INSTRUCTIONS

*SHIP PREPAID.

*C.O.D. SHIPMENT CANNOT BE ACCEPTED.

*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL

*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

PAYMENT

\$19,735.01

* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A
PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

TITLE

Kelly Douglas
Director

Zac Jackson
CFO

CONTROL NO. **119406**

City of Carmel

ONE CIVIC SQUARE

CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

119407

THIS NUMBER MUST APPEAR ON INVOICES, A/P
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
2/25/2026			358787	DISPLAY ADS - 2026

CURRENT PUBLISHING

VENDOR 525 NORTH END DR SUITE 175

CARMEL, IN 46032 -

COMMUNITY RELATIONS

SHIP TO 1 CIVIC SQ
Carmel, IN 46032-

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
108652				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1203 Fund: 101 General Fund

Account: 43-465.00

1 Each	DISPLAY ADS - 2026	\$18,246.33	\$18,246.33
		Sub Total	\$18,246.33

Account: 43-590.03

1 Each	DISPLAY ADS - 2026	\$65,114.89	\$65,114.89
		Sub Total	\$65,114.89



Send Invoice To:

COMMUNITY RELATIONS

1 Civic Square

Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
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SHIPPING INSTRUCTIONS

*SHIP PREPAID.

*C.O.D. SHIPMENT CANNOT BE ACCEPTED.

*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL

*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

PAYMENT

\$83,361.22

* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A
PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

TITLE

Kelly Douglas
Director

Zac Jackson
CFO

CONTROL NO. **119407**

AGREEMENT FOR PURCHASE OF GOODS AND SERVICES

THIS AGREEMENT FOR PURCHASE OF GOODS AND SERVICES ("Agreement") is hereby entered into by and between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety ("City"), and Brown Sprinkler Corporation an entity duly authorized to do business in the State of Indiana ("Vendor").

TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:**
Vendor acknowledges that it has read and understands this Agreement, and agrees that its execution of same constitutes its acceptance of all of the Agreement's terms and conditions.
2. **PERFORMANCE:**
City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 1206 101 43-501.00 fund. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.
3. **PRICE AND PAYMENT TERMS:**
 - 3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than Fifty Thousand Two Hundred Seventy Dollars (\$50,270.00) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within thirty-five (35) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.
 - 3.2 Vendor agrees not to provide any Goods and Services to City that would cause the total cost of the Goods and Services provided by Vendor to City hereunder to exceed the Estimate, unless City has previously agreed, in writing, to pay an amount in excess thereof. All payments and any late payments fees shall be pursuant to Indiana Prompt Payment Statute; Ind. Code 5-17-5 *et al.*
4. **WARRANTY:**
Vendor expressly warrants that the Goods and Services covered by this Agreement will conform to those certain specifications, descriptions and/or quotations regarding same as were provided to Vendor by City and/or by Vendor to and accepted by City, all of which documents are incorporated herein by reference, and that the Goods and Services will be delivered in a timely, good and workmanlike manner and free from defect. Vendor acknowledges that it knows of City's intended use and expressly warrants that the Goods and Services provided to City pursuant to this Agreement have been selected by Vendor based upon City's stated use and are fit and sufficient for their

particular purpose.

5. TIME AND PERFORMANCE:

This Agreement shall become effective as of the last date on which a party hereto executes same ("Effective Date"), and both parties shall thereafter perform their obligations hereunder in a timely manner. Time is of the essence of this Agreement.

6. DISCLOSURE AND WARNINGS:

If requested by City, Vendor shall promptly furnish to City, in such form and detail as City may direct, a list of all chemicals, materials, substances and items used in or during the provision of the Goods and Services provided hereunder, including the quantity, quality and concentration thereof and any other information relating thereto. At the time of the delivery of the Goods and Services provided hereunder, Vendor agrees to furnish to City sufficient written warning and notice (including appropriate labels on containers and packing) of any hazardous material utilized in or that is a part of the Goods and Services.

7. LIENS:

Vendor shall not cause or permit the filing of any lien on any of City's property. In the event any such lien is filed and Vendor fails to remove such lien within ten (10) days after the filing thereof, by payment or bonding, City shall have the right to pay such lien or obtain such bond, all at Vendor's sole cost and expense.

8. DEFAULT:

In the event Vendor: (a) repudiates, breaches or defaults under any of the terms or conditions of this Agreement, including Vendor's warranties; (b) fails to provide the Goods and Services as specified herein; (c) fails to make progress so as to endanger timely and proper provision of the Goods and Services and does not correct such failure or breach within five (5) business days (or such shorter period of time as is commercially reasonable under the circumstances) after receipt of notice from City specifying such failure or breach; or (d) becomes insolvent, is placed into receivership, makes a general assignment for the benefit of creditors or dissolves, each such event constituting an event of default hereunder, City shall have the right to (1) terminate all or any parts of this Agreement, without liability to Vendor; and (2) exercise all other rights and remedies available to City at law and/or in equity.

9. INSURANCE AND INDEMNIFICATION:

Vendor shall procure and maintain in full force and effect during the term of this Agreement, with an insurer licensed to do business in the State of Indiana, such insurance as is necessary for the protection of City and Vendor from all claims for damages under any workers' compensation, occupational disease and/or unemployment compensation act; for bodily injuries including, but not limited to, personal injury, sickness, disease or death of or to any of Vendor's agents, officers, employees, contractors and subcontractors; and, for any injury to or destruction of property, including, but not limited to, any loss of use resulting therefrom. The coverage amounts shall be no less than those amounts set forth in attached Exhibit C. Vendor shall cause its insurers to name City as an additional insured on all such insurance policies, shall promptly provide City, upon request, with copies of all such policies, and shall provide that such insurance policies shall not be canceled

without thirty (30) days prior notice to City. Vendor shall indemnify and hold harmless City from and against any and all liabilities, claims, demands or expenses (including, but not limited to, reasonable attorney fees) for injury, death and/or damages to any person or property arising from or in connection with Vendor's provision of Goods and Services pursuant to or under this Agreement or Vendor's use of City property.

Vendor further agrees to indemnify, defend and hold harmless City and its officers, officials, agents and employees from all claims and suits of whatever type, including, but not limited to, all court costs, attorney fees, and other expenses, caused by any act or omission of Vendor and/or of any of Vendor's agents, officers, employees, contractors or subcontractors in the performance of this Agreement. These indemnification obligations shall survive the termination of this Agreement.

10. GOVERNMENT COMPLIANCE:

Vendor agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes which may be applicable to Vendor's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. Vendor agrees to indemnify and hold harmless City from any loss, damage and/or liability resulting from any such violation of such laws, orders, rules, regulations and codes. This indemnification obligation shall survive the termination of this Agreement.

11. NONDISCRIMINATION:

Vendor represents and warrants that it and all of its officers, employees, agents, contractors and subcontractors shall comply with all laws of the United States, the State of Indiana and City prohibiting discrimination against any employee, applicant for employment or other person in the provision of any Goods and Services provided by this Agreement with respect to their hire, tenure, terms, conditions and privileges of employment and any other matter related to their employment or subcontracting, because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status and/or Vietnam era veteran status.

12. E-VERIFY:

Pursuant to I.C. § 22-5-1.7 et seq., as the same may be amended from time to time, and as is incorporated herein by this reference (the "Indiana E-Verify Law"), Vendor is required to enroll in and verify the work eligibility status of its newly-hired employees using the E-Verify program, and to execute the Affidavit attached herein as Exhibit D, affirming that it is enrolled and participating in the E-Verify program and does not knowingly employ unauthorized aliens. In support of the Affidavit, **Vendor shall provide the City with documentation indicating that it has enrolled and is participating in the E-Verify program.** Should Vendor subcontract for the performance of any work under and pursuant to this Agreement, it shall fully comply with the Indiana E-Verify Law as regards each such subcontractor. Should the Vendor or any subcontractor violate the Indiana E-Verify law, the City may require a cure of such violation and thereafter, if no timely cure is performed, terminate this Agreement in accordance with either the provisions hereof or those set forth in the Indiana E-Verify Law. The requirements of this paragraph shall not apply should the E-Verify program cease to exist.

13. NO IMPLIED WAIVER:

The failure of either party to require performance by the other of any provision of this Agreement

shall not affect the right of such party to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision hereof.

14. NON-ASSIGNMENT:

Vendor shall not assign or pledge this Agreement, whether as collateral for a loan or otherwise, and shall not delegate its obligations under this Agreement without City's prior written consent.

15. RELATIONSHIP OF PARTIES:

The relationship of the parties hereto shall be as provided for in this Agreement, and neither Vendor nor any of its officers, employees, contractors, subcontractors and agents are employees of City. The contract price set forth herein shall be the full and maximum compensation and monies required of City to be paid to Vendor under or pursuant to this Agreement.

16. GOVERNING LAW; LAWSUITS:

This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

17. SEVERABILITY:

If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provisions of this Agreement shall remain in full force and effect.

18. NOTICE:

Any notice provided for in this Agreement will be sufficient if it is in writing and is delivered by postage prepaid U.S. certified mail, return receipt requested, to the party to be notified at the address specified herein:

If to City:	City of Carmel Street Department 3400 W 131 st Street Carmel, Indiana 46074	<u>AND</u>	City of Carmel Office of Corporation Counsel One Civic Square Carmel, Indiana 46032
If to Vendor:	Brown Sprinkler Corporation 5250 Commerce Circle Indianapolis, Indiana 46237		

Notwithstanding the above, notice of termination under paragraph 19 hereinbelow shall be effective if given orally, as long as written notice is then provided as set forth hereinabove within five (5) business days from the date of such oral notice.

19. TERMINATION:

19.1 Notwithstanding anything to the contrary contained in this Agreement, City may, upon notice to Vendor, immediately terminate this Agreement for cause, in the event of a default hereunder by Vendor and/or if sufficient funds are not appropriated or encumbered to pay for the Goods and Services to be provided hereunder. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount representing conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

19.2 City may terminate this Agreement at any time upon thirty (30) days prior notice to Vendor. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount of conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

19.3 The City may terminate this Agreement pursuant to Paragraph 11 hereof, as appropriate.

20. REPRESENTATIONS AND WARRANTIES

The parties represent and warrant that they are authorized to enter into this Agreement and that the persons executing this Agreement have the authority to bind the party which they represent.

21. ADDITIONAL GOODS AND SERVICES:

Vendor understands and agrees that City may, from time to time, request Vendor to provide additional goods and services to City. When City desires additional goods and services from Vendor, the City shall notify Vendor of such additional goods and services desired, as well as the time frame in which same are to be provided. Only after City has approved Vendor's time and cost estimate for the provision of such additional goods and services, has encumbered sufficient monies to pay for same, and has authorized Vendor, in writing, to provide such additional goods and services, shall such goods and services be provided by Vendor to City. A copy of the City's authorization documents for the purchase of additional goods and services shall be numbered and attached hereto in the order in which they are approved by City.

22. TERM:

Unless otherwise terminated in accordance with the termination provisions set forth in Paragraph 19 hereinabove, this Agreement shall be in effect from the Effective Date through the satisfactory completion of services and/or delivery and acceptance of goods contracted for herein.

23. HEADINGS:

All heading and sections of this Agreement are inserted for convenience only and do not form a part of this Agreement nor limit, expand or otherwise alter the meaning of any provision hereof.

24. BINDING EFFECT:

The parties, and their respective officers, officials, agents, partners, successors, assigns and legal

representatives, are bound to the other with respect to all of the covenants, terms, warranties and obligations set forth in Agreement.

25. NO THIRD PARTY BENEFICIARIES:

This Agreement gives no rights or benefits to anyone other than City and Vendor.

26. DEBARMENT AND SUSPENSION:

26.1 The Vendor certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Vendor.

26.2 The Vendor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Vendor shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required by the City to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

27. IRAN CERTIFICATION:

Pursuant to I.C. § 5-22-16.5, the Vendor shall certify that, in signing this Agreement, it does not engage in investment activities within the Country of Iran.

28. ADVICE OF COUNSEL:

The parties warrant that they have read this Agreement and understand it, have had the opportunity to obtain legal advice and assistance of counsel throughout the negotiation of this Agreement, and enter into same freely, voluntarily, and without any duress, undue influence or coercion.

29. ACCESS TO PUBLIC RECORDS ACT:

Vendor understands and agrees that any "public record", as the term is defined in Indiana Code 5-14-3-2(m), as amended, that is related to the subject matter of the Contract, whether the same is in the possession or control of Vendor or City, shall be subject to release under and pursuant to the provisions of Indiana's Access to Public Records Act, as codified in Indiana Code 5-14-3-1, *et seq.*, as amended.

30. SUSPENSION OF SERVICES:

A. Suspension due to security or integrity threats. Vendor agrees to provide at least twelve (12) hours notice to the City if any suspension of services or good deliveries will be necessary due to a threat to the technical security or technical integrity of the services or delivery systems.

B. Suspension due to payment dispute. If the Parties are having a billing or payment dispute, Vendor shall not suspend the services under the Agreements between the Parties until such disputes is

resolved or Agreements between the Parties are terminated.

31. DATA TRANSFER UPON TERMINATION:

Upon termination of the Agreement, and if Vendor possesses any City digital data or electronic content (collectively "Customer Data and Content"), Vendor shall not delete and shall allow the City to download and export all such Customer Data and Content held in the services by Vendor for ninety (90) days following termination.

32. LIMITATION ON USE OF CUSTOMER DATA AND CONTENT:

Vendor shall not use, disclose, sell, license, rent, or otherwise exploit Customer Data and Content for any commercial purposes, nor for any purpose beyond the scope of providing the services set forth in the Agreements between the Parties. All use of Customer Data and Content by Vendor must comply with all applicable federal, state, and local laws, rules, and regulations.

33. MARKETING:

Any Vendor press-releases announcing the partnership between the Parties, shall be coordinated with the City's marketing department.

34. DATA AND INFORMATION PROTECTION:

A. Definitions. Capitalized terms used in this Section shall have the meanings set forth, below:

"Authorized Persons" means (i) the Vendor's employees; and (ii) the Vendor's subcontractors and agents who have a need to know or otherwise access Personal Information to enable the Vendor to perform its obligations under this Addendum and the Agreement, and who are bound in writing by confidentiality and other obligations sufficient to protect Personal Information in accordance with the terms and conditions of this Addendum and the Agreement.

"Highly Sensitive Personal Information" means an (i) individual's government-issued identification number (including Social Security number, driver's license number, or state-issued identification number); (ii) financial account number, credit card number, debit card number, or credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to an individual's financial account; or (iii) biometric, genetic, health, medical, or medical insurance data.

"Personal Information" means information provided to the Vendor by or at the direction of the City, information which is created or obtained by the Vendor on behalf of the City, or information to which access was provided to the Vendor by or at the direction of the City, in the course of the Vendor's performance under this Addendum and the Agreement that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, health, genetic, medical, or medical insurance data, answers to security questions, and other personal identifiers), in case of both subclauses (i) and (ii), including, without limitation, all Highly Sensitive Personal Information.

"Security Breach" means (i) any act or omission that compromises either the security, confidentiality, or integrity of Personal Information or the physical, technical, administrative, or organizational safeguards put in place by the Vendor or any Authorized Persons, or by the City should the Vendor have access to the City's systems, that relate to the protection of the security, confidentiality, or integrity of Personal Information, or (ii) receipt of a complaint in relation to the privacy and data security practices of the Vendor or any Authorized Persons or a breach or alleged breach of this Addendum and/or Agreement relating to such privacy and data security practices. Without limiting the foregoing, a compromise shall include any unauthorized access to or disclosure or acquisition of Personal Information.

B. Standard of Care.

- i. Vendor acknowledges and agrees that, during the term of the Agreement, Vendor may create, receive, or have access to Personal Information. For any Personal Information, Vendor shall comply with this Section in its creation, collection, receipt, transmission, storage, disposal, use, and disclosure of such Personal Information and be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of Personal Information under its control or in its possession by all Authorized Persons. Vendor shall be responsible for, and remain liable to, the City for the actions and omissions of all Authorized Persons concerning the treatment of Personal Information.
- ii. Personal Information is deemed to be Confidential Information of the City and is not Confidential Information of Vendor.
- iii. Vendor agrees and covenants that it shall:
 - a. Keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure;
 - b. Not create, collect, receive, access, or use Personal Information in violation of law;
 - c. Use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of this Addendum and the Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Vendor's own purposes or for the benefit of anyone other than the City, in each case, without the City's prior written consent; and
 - d. Not directly or indirectly, disclose Personal Information to any person other than Authorized Persons, without the City's prior written consent.
- iv. Vendor shall implement and maintain a written information security program, including appropriate policies, procedures, and risk assessments.
- v. At a minimum, Vendor's safeguards for the protection of Personal Information shall include:
 - a. Limiting access of Personal Information to Authorized Persons;

- b. Securing business facilities, data centers, paper files, servers, backup systems, and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability;
- c. Implementing network, application, database, and platform security; (iv) securing information transmission, storage, and disposal;
- d. Implementing authentication and access controls within media, applications, operating systems, and equipment;
- e. Encrypting Highly Sensitive Personal Information stored on any media;
- f. Encrypting Highly Sensitive Personal Information transmitted over public or wireless networks;
- g. Strictly segregating Personal Information from information of Vendor or its other customers so that Personal Information is not commingled with any other types of information;
- h. Conducting risk assessments, penetration testing, and vulnerability scans and promptly implementing, at Vendor's sole cost and expense, a corrective action plan to correct any issues that are reported as a result of the testing;
- i. Implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and
- j. Providing appropriate privacy and information security training to Authorized Persons.

C. Security Breach.

If Security Breach occurs that affects Vendor's obligations to the City under the Agreements between the Parties, or Personal or Confidential Information, Vendor shall:

- i. Notify the City of a Security Breach as soon as practicable, but no later than forty-eight (48) hours after the Vendor becomes aware of it;
- ii. At its own expense, use best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach, including, but not limited to taking any and all action necessary to comply with applicable privacy rights, laws, regulations, and standards. Vendor shall reimburse the City for all actual costs incurred by the City in responding to, and mitigating damages caused by any Security Breach, including all costs of notice and/or remediation;
- iii. Maintain and preserve all documents, records, and other data related to any Security Breach;
- iv. Fully cooperate, at its own expense, with the City in any litigation, investigation, or other action deemed necessary by the City to protect its rights relating to the use, disclosure, protection, and maintenance of Personal or Confidential Information.

- D. Cyber Liability Insurance. Vendor shall maintain cyber liability insurance coverage of not less than \$1,000,000 each claim and annual aggregate providing coverage for damages and claims expenses, including notification expenses, arising from (1) breach of network security, (2) alteration, corruption, destruction or deletion of information stored or processed on a computer system, (3) invasion of privacy, including identity theft and unauthorized transmission or publication of personal information, (4) unauthorized access and use of computer systems, including hackers, (5) the transmission of malicious

code, and (6) website content, including claims of libel, slander, trade libel, defamation, infringement of copyright, trademark and trade dress and invasion of privacy.

35. ENTIRE AGREEMENT:

This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Vendor and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 16 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as follows:

CITY OF CARMEL, INDIANA

Brown Sprinkler Corporation

by and through its Board of Public
Works and Safety

By:

By:

Laura Campbell, Presiding Officer

Authorized Signature

Date: _____

Josh Cochran
Printed Name

James Barlow, Member

Division Manager
Title

Date: _____

Alan Potasnik, Member

FID/TIN: 61-0560682

Date: _____

ATTEST:

Date: 02/27/2026

Jacob Quinn, Clerk

Date: _____

5250 Commerce Circle
Indianapolis, IN
Office 317-889-4225 / Fax 317-889-9895

12/04/2025

The Center Public Parking for REI

879 3rd Avenue SW

Carmel, IN. 46032

Chad Leitschuh cleitschuh@reirealestate.com

Brandon Abney babney@reirealestate.com

****REVISED****

Brown Sprinkler Corporation is pleased to provide you with this proposal to remove and replace both dry valves in the 2nd floor riser room, 2- 4" dry valves.

2nd Floor South Dry Valve Replacement:

- *The existing dry valve will be shut down, drained, dismantled and removed (one at a time so that the systems are not out of service overnight).
- *A new 4" Viking VXR dry fire sprinkler valve will be installed.
- *Airline piping will be restored to the new dry valve.
- *Drain line piping will be re-connected to the existing gang drain.
- *The new dry valve will be put into service and checked for leaks.
- *The South dry valve will be returned to normal working order prior to beginning the North dry valve replacement.

2nd Floor North Dry Valve Replacement:

- *The existing dry valve will be shut down, drained, dismantled and removed (one at a time so that the systems are not out of service overnight).
- *A new 4" Viking VXR dry fire sprinkler valve will be installed.
- *Airline piping will be restored to the new dry valve.
- *Drain line piping will be re-connected to the existing gang drain.
- *The new dry valve will be put into service and checked for leaks.
- *The North dry valve will be returned to normal working order.

Total Cost for Material and Labor for the Above Listed 3rd Floor Work: \$ 17,556.00

Clarifications:

- *Based on normal business hours, (between 7:00am-4:00pm)

We do not include:

- *Any shutdown fees.
- *Any relocating or raising of existing sprinkler lines.



5250 Commerce Circle
Indianapolis, IN
Office 317-889-4225 / Fax 317-889-9895

***Pricing is good for 30 days, after which we can verify material and labor pricing for any changes.**

Thank you for this opportunity and please call with any questions or concerns. If you agree with said pricing, please complete the section below and return to mattelder@brownsprinkler.com

Proposal Accepted By:

Subscriber: _____	Brown Sprinkler Corporation
By: _____	By: Matt Elder
Title: _____	Title: <u>Service/Inspection Manager</u>
Address: _____	Address: <u>5250 Commerce Circle</u>
	<u>Indianapolis, IN 46237</u>
Phone: _____	Phone: <u>317-889-4225</u>
Fax: _____	Fax: <u>317-889-9895</u>
Date Signed: _____	Cell: <u>317-538-3042</u>



5250 Commerce Circle
Indianapolis, IN
Office 317-889-4225 / Fax 317-889-9895

12/04/2025

The Center Public Parking for REI

879 3rd Avenue SW

Carmel, IN. 46032

Chad Leitschuh cleitschuh@reirealestate.com

Brandon Abney babney@reirealestate.com

****REVISED****

Brown Sprinkler Corporation is pleased to provide you with this proposal to remove and replace all three dry valves in the 1st floor riser room, 2- 4" dry valves and 1- 6" dry valve.

1st Floor South Dry Valve Replacement:

- *The existing dry valve will be shut down, drained, dismantled and removed (one at a time so that the systems are not out of service overnight).
- *A new 4" Viking VXR dry fire sprinkler valve will be installed.
- *Airline piping will be restored to the new dry valve.
- *Drain line piping will be re-connected to the existing gang drain.
- *The new dry valve will be put into service and checked for leaks.
- *The South dry valve will be returned to normal working order prior to beginning the North dry valve replacement.

1st Floor North Dry Valve Replacement:

- *The existing dry valve will be shut down, drained, dismantled and removed (one at a time so that the systems are not out of service overnight).
- *A new 4" Viking VXR dry fire sprinkler valve will be installed.
- *Airline piping will be restored to the new dry valve.
- *Drain line piping will be re-connected to the existing gang drain.
- *The new dry valve will be put into service and checked for leaks.
- *The North dry valve will be returned to normal working order.

1st Floor Dry Standpipe System Replacement:

- *The existing dry valve will be shut down, drained, dismantled and removed (one at a time so that the systems are not out of service overnight).
- *A new 6" Viking VXR dry fire sprinkler valve will be installed.
- *Airline piping will be restored to the new dry valve.
- *Drain line piping will be re-connected to the existing gang drain.
- *The new dry valve will be put into service and checked for leaks.
- *The standpipe dry valve will be returned to normal working order.

Total Cost for Material and Labor for the Above Listed 1st Floor Work: \$ 32,714.00



5250 Commerce Circle
Indianapolis, IN
Office 317-889-4225 / Fax 317-889-9895

Clarifications:

*Based on normal business hours, (between 7:00am-4:00pm)

We do not include:

*Any shutdown fees.

*Any relocating or raising of existing sprinkler lines.

***Pricing is good for 30 days, after which we can verify material and labor pricing for any changes.**

Thank you for this opportunity and please call with any questions or concerns. If you agree with said pricing, please complete the section below and return to mattelder@brownsprinkler.com

Proposal Accepted By:

Subscriber:	_____	Brown Sprinkler Corporation
By:	_____	By: <u>Matt Elder</u>
Title:	_____	Title: <u>Service/Inspection Manager</u>
Address:	_____	Address: <u>5250 Commerce Circle</u>
		<u>Indianapolis, IN 46237</u>
Phone:	_____	Phone: <u>317-889-4225</u>
Fax:	_____	Fax: <u>317-889-9895</u>
Date Signed:	_____	Cell: <u>317-538-3042</u>

EXHIBIT B Invoice

Date:

Name of Company:

Address & Zip:

Telephone No.:

Fax No.:

Project Name: _____

Invoice No. _____

Purchase Order No: _____

			<u>Goods</u>	<u>Services</u>	
Person Providing Goods/Services	Date Goods/Service Provided	Goods/Services Provided (Describe each good/service separately and in detail)	Cost Per Item	Hourly Rate/Hours Worked	Total
		<i>GRAND TOTAL</i>			

Signature

Printed Name

EXHIBIT C

INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

Bodily Injury by Accident/Disease:	\$500,000 each employee
Bodily Injury by Accident/Disease:	\$500,000 each accident
Bodily Injury by Accident/Disease:	\$1,000,000 policy limit

Commercial General Liability (Occurrence Basis), Bodily Injury, Personal Injury, Property Damage, Contractual Liability, Products – Completed Operations:

General Aggregate Limit (other than Products/Completed Operations):	\$2,000,000
Products/Completed Operations:	\$1,000,000
Personal & Advertising Injury Limit:	\$500,000
Each Occurrence Limit:	\$1,000,000
Damage to Premises:	\$100,000 each occurrence
Fire Damage (any one fire):	\$250,000 each occurrence
Medical Expense Limit (any one person):	\$10,000

Auto Liability (owned, hired, and non-owned)

Bodily Single Limit:	\$1,000,000 each accident
Injury and Property Damage:	\$1,000,000 each accident
Policy Limit:	\$1,000,000

Umbrella/Excess Liability

Each Occurrence:	\$1,000,000
Aggregate:	\$1,000,000
Maximum Deductible:	\$10,000

EXHIBIT D

AFFIDAVIT

Joshua Cochran, being first duly sworn, deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by
Brown Sprinkler Corp (the "Employer")
in the position of Division Manager.
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer is enrolled and participates in the federal E-Verify program and has provided documentation of such enrollment and participation to the City of Carmel, Indiana.
5. The Company does not knowingly employ any unauthorized aliens.

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 27 day of February, 2026.



Printed: Josh Cochran

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.



Printed: Josh Cochran

City of Carmel

ONE CIVIC SQUARE

CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

119375

THIS NUMBER MUST APPEAR ON INVOICES, A/P
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
2/3/2026			361188	Tarkington Dry Valve Replacement
BROWN SPRINKLER CORP		Street Department		
VENDOR 5250 COMMERCE CIRCLE		SHIP TO 3400 W. 131st Street		
INDPLS, IN 46237 -		Carmel, IN 46074-		
		(317) 733-2001		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
108145				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1206 Fund: 101 General Fund

Account: 43-501.00

1 Each

Garage Repairs

\$50,270.00	\$50,270.00
Sub Total	\$50,270.00



Send Invoice To:

Street Department

3400 W. 131st Street

Carmel, IN 46074-

(317) 733-2001

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
------------	---------	---------	-----------------	--------

SHIPPING INSTRUCTIONS

*SHIP PREPAID.

*C.O.D. SHIPMENT CANNOT BE ACCEPTED.

*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL

*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

PAYMENT

\$50,270.00

* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A
PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

Lee Higginbotham
Commissioner

TITLE

CONTROLLER

CONTROL NO. **119375**

AGREEMENT FOR PURCHASE OF GOODS AND SERVICES

THIS AGREEMENT FOR PURCHASE OF GOODS AND SERVICES ("Agreement") is hereby entered into by and between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety ("City"), and Bastin Logan Water Services, Inc. an entity duly authorized to do business in the State of Indiana ("Vendor").

TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:**

Vendor acknowledges that it has read and understands this Agreement, and agrees that its execution of same constitutes its acceptance of all of the Agreement's terms and conditions.

2. **PERFORMANCE:**

City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.

3. **PRICE AND PAYMENT TERMS:**

3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than One Hundred Seventeen Thousand One Hundred Forty Five Dollars (\$117,145.00) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within thirty-five (35) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.

3.2 Vendor agrees not to provide any Goods and Services to City that would cause the total cost of the Goods and Services provided by Vendor to City hereunder to exceed the Estimate, unless City has previously agreed, in writing, to pay an amount in excess thereof. All payments and any late payments fees shall be pursuant to Indiana Prompt Payment Statute; Ind. Code 5-17-5 *et al.*

4. **WARRANTY:**

Vendor expressly warrants that the Goods and Services covered by this Agreement will conform to those certain specifications, descriptions and/or quotations regarding same as were provided to Vendor by City and/or by Vendor to and accepted by City, all of which documents are incorporated herein by reference, and that the Goods and Services will be delivered in a timely, good and workmanlike manner and free from defect. Vendor acknowledges that it knows of City's intended use and expressly warrants that the Goods and Services provided to City pursuant to this Agreement have been selected by Vendor based upon City's stated use and are fit and sufficient for their particular purpose.

5. TIME AND PERFORMANCE:

This Agreement shall become effective as of the last date on which a party hereto executes same ("Effective Date"), and both parties shall thereafter perform their obligations hereunder in a timely manner. Time is of the essence of this Agreement.

6. DISCLOSURE AND WARNINGS:

If requested by City, Vendor shall promptly furnish to City, in such form and detail as City may direct, a list of all chemicals, materials, substances and items used in or during the provision of the Goods and Services provided hereunder, including the quantity, quality and concentration thereof and any other information relating thereto. At the time of the delivery of the Goods and Services provided hereunder, Vendor agrees to furnish to City sufficient written warning and notice (including appropriate labels on containers and packing) of any hazardous material utilized in or that is a part of the Goods and Services.

7. LIENS:

Vendor shall not cause or permit the filing of any lien on any of City's property. In the event any such lien is filed and Vendor fails to remove such lien within ten (10) days after the filing thereof, by payment or bonding, City shall have the right to pay such lien or obtain such bond, all at Vendor's sole cost and expense.

8. DEFAULT:

In the event Vendor: (a) repudiates, breaches or defaults under any of the terms or conditions of this Agreement, including Vendor's warranties; (b) fails to provide the Goods and Services as specified herein; (c) fails to make progress so as to endanger timely and proper provision of the Goods and Services and does not correct such failure or breach within five (5) business days (or such shorter period of time as is commercially reasonable under the circumstances) after receipt of notice from City specifying such failure or breach; or (d) becomes insolvent, is placed into receivership, makes a general assignment for the benefit of creditors or dissolves, each such event constituting an event of default hereunder, City shall have the right to (1) terminate all or any parts of this Agreement, without liability to Vendor; and (2) exercise all other rights and remedies available to City at law and/or in equity.

9. INSURANCE AND INDEMNIFICATION:

Vendor shall procure and maintain in full force and effect during the term of this Agreement, with an insurer licensed to do business in the State of Indiana, such insurance as is necessary for the protection of City and Vendor from all claims for damages under any workers' compensation, occupational disease and/or unemployment compensation act; for bodily injuries including, but not limited to, personal injury, sickness, disease or death of or to any of Vendor's agents, officers, employees, contractors and subcontractors; and, for any injury to or destruction of property, including, but not limited to, any loss of use resulting therefrom. The coverage amounts shall be no less than those amounts set forth in attached Exhibit C. Vendor shall cause its insurers to name City as an additional insured on all such insurance policies, shall promptly provide City, upon request, with copies of all such policies, and shall provide that such insurance policies shall not be canceled without thirty (30) days prior notice to City. Vendor shall indemnify and hold harmless City from and against any and all liabilities, claims, demands or expenses (including, but not limited to, reasonable

attorney fees) for injury, death and/or damages to any person or property arising from or in connection with Vendor's provision of Goods and Services pursuant to or under this Agreement or Vendor's use of City property.

Vendor further agrees to indemnify, defend and hold harmless City and its officers, officials, agents and employees from all claims and suits of whatever type, including, but not limited to, all court costs, attorney fees, and other expenses, caused by any act or omission of Vendor and/or of any of Vendor's agents, officers, employees, contractors or subcontractors in the performance of this Agreement. These indemnification obligations shall survive the termination of this Agreement.

10. GOVERNMENT COMPLIANCE:

Vendor agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes which may be applicable to Vendor's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. Vendor agrees to indemnify and hold harmless City from any loss, damage and/or liability resulting from any such violation of such laws, orders, rules, regulations and codes. This indemnification obligation shall survive the termination of this Agreement.

11. NONDISCRIMINATION:

Vendor represents and warrants that it and all of its officers, employees, agents, contractors and subcontractors shall comply with all laws of the United States, the State of Indiana and City prohibiting discrimination against any employee, applicant for employment or other person in the provision of any Goods and Services provided by this Agreement with respect to their hire, tenure, terms, conditions and privileges of employment and any other matter related to their employment or subcontracting, because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status and/or Vietnam era veteran status.

12. E-VERIFY:

Pursuant to I.C. § 22-5-1.7 et seq., as the same may be amended from time to time, and as is incorporated herein by this reference (the "Indiana E-Verify Law"), Vendor is required to enroll in and verify the work eligibility status of its newly-hired employees using the E-Verify program, and to execute the Affidavit attached herein as Exhibit D, affirming that it is enrolled and participating in the E-Verify program and does not knowingly employ unauthorized aliens. In support of the Affidavit, **Vendor shall provide the City with documentation indicating that it has enrolled and is participating in the E-Verify program.** Should Vendor subcontract for the performance of any work under and pursuant to this Agreement, it shall fully comply with the Indiana E-Verify Law as regards each such subcontractor. Should the Vendor or any subcontractor violate the Indiana E-Verify law, the City may require a cure of such violation and thereafter, if no timely cure is performed, terminate this Agreement in accordance with either the provisions hereof or those set forth in the Indiana E-Verify Law. The requirements of this paragraph shall not apply should the E-Verify program cease to exist.

13. NO IMPLIED WAIVER:

The failure of either party to require performance by the other of any provision of this Agreement shall not affect the right of such party to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision of this Agreement constitute a waiver of any

succeeding breach of the same or any other provision hereof.

14. NON-ASSIGNMENT:

Vendor shall not assign or pledge this Agreement, whether as collateral for a loan or otherwise, and shall not delegate its obligations under this Agreement without City's prior written consent.

15. RELATIONSHIP OF PARTIES:

The relationship of the parties hereto shall be as provided for in this Agreement, and neither Vendor nor any of its officers, employees, contractors, subcontractors and agents are employees of City. The contract price set forth herein shall be the full and maximum compensation and monies required of City to be paid to Vendor under or pursuant to this Agreement.

16. GOVERNING LAW; LAWSUITS:

This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

17. SEVERABILITY:

If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provisions of this Agreement shall remain in full force and effect.

18. NOTICE:

Any notice provided for in this Agreement will be sufficient if it is in writing and is delivered by postage prepaid U.S. certified mail, return receipt requested, to the party to be notified at the address specified herein:

If to City:	City of Carmel Utilities Department 30 W Main Street, Suite 220 Carmel, Indiana 46032	<u>AND</u>	City of Carmel Office of Corporation Counsel One Civic Square Carmel, Indiana 46032
If to Vendor:	Bastin Logan Water Services , Inc. 1010 N Hurricane Rd PO Box 55 Franklin, Indiana 46131		

Notwithstanding the above, notice of termination under paragraph 19 hereinbelow shall be effective if given orally, as long as written notice is then provided as set forth hereinabove within five (5) business days from the date of such oral notice.

19. TERMINATION:

19.1 Notwithstanding anything to the contrary contained in this Agreement, City may, upon notice

to Vendor, immediately terminate this Agreement for cause, in the event of a default hereunder by Vendor and/or if sufficient funds are not appropriated or encumbered to pay for the Goods and Services to be provided hereunder. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount representing conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

19.2 City may terminate this Agreement at any time upon thirty (30) days prior notice to Vendor. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount of conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

19.3 The City may terminate this Agreement pursuant to Paragraph 11 hereof, as appropriate.

20. REPRESENTATIONS AND WARRANTIES

The parties represent and warrant that they are authorized to enter into this Agreement and that the persons executing this Agreement have the authority to bind the party which they represent.

21. ADDITIONAL GOODS AND SERVICES:

Vendor understands and agrees that City may, from time to time, request Vendor to provide additional goods and services to City. When City desires additional goods and services from Vendor, the City shall notify Vendor of such additional goods and services desired, as well as the time frame in which same are to be provided. Only after City has approved Vendor's time and cost estimate for the provision of such additional goods and services, has encumbered sufficient monies to pay for same, and has authorized Vendor, in writing, to provide such additional goods and services, shall such goods and services be provided by Vendor to City. A copy of the City's authorization documents for the purchase of additional goods and services shall be numbered and attached hereto in the order in which they are approved by City.

22. TERM:

Unless otherwise terminated in accordance with the termination provisions set forth in Paragraph 19 hereinabove, this Agreement shall be in effect from the Effective Date through the satisfactory completion of services and/or delivery and acceptance of goods contracted for herein.

23. HEADINGS:

All heading and sections of this Agreement are inserted for convenience only and do not form a part of this Agreement nor limit, expand or otherwise alter the meaning of any provision hereof.

24. BINDING EFFECT:

The parties, and their respective officers, officials, agents, partners, successors, assigns and legal representatives, are bound to the other with respect to all of the covenants, terms, warranties and obligations set forth in Agreement.

25. NO THIRD PARTY BENEFICIARIES:

This Agreement gives no rights or benefits to anyone other than City and Vendor.

26. DEBARMENT AND SUSPENSION:

26.1 The Vendor certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Vendor.

26.2 The Vendor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Vendor shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required by the City to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

27. IRAN CERTIFICATION:

Pursuant to I.C. § 5-22-16.5, the Vendor shall certify that, in signing this Agreement, it does not engage in investment activities within the Country of Iran.

28. ADVICE OF COUNSEL:

The parties warrant that they have read this Agreement and understand it, have had the opportunity to obtain legal advice and assistance of counsel throughout the negotiation of this Agreement, and enter into same freely, voluntarily, and without any duress, undue influence or coercion.

29. ACCESS TO PUBLIC RECORDS ACT:

Vendor understands and agrees that any "public record", as the term is defined in Indiana Code 5-14-3-2(m), as amended, that is related to the subject matter of the Contract, whether the same is in the possession or control of Vendor or City, shall be subject to release under and pursuant to the provisions of Indiana's Access to Public Records Act, as codified in Indiana Code 5-14-3-1, *et seq.*, as amended.

30. SUSPENSION OF SERVICES:

A. Suspension due to security or integrity threats. Vendor agrees to provide at least twelve (12) hours notice to the City if any suspension of services or good deliveries will be necessary due to a threat to the technical security or technical integrity of the services or delivery systems.

B. Suspension due to payment dispute. If the Parties are having a billing or payment dispute, Vendor shall not suspend the services under the Agreements between the Parties until such disputes is resolved or Agreements between the Parties are terminated.

31. DATA TRANSFER UPON TERMINATION:

Upon termination of the Agreement, and if Vendor possesses any City digital data or electronic content (collectively "Customer Data and Content"), Vendor shall not delete and shall allow the City to download and export all such Customer Data and Content held in the services by Vendor for ninety (90) days following termination.

32. LIMITATION ON USE OF CUSTOMER DATA AND CONTENT:

Vendor shall not use, disclose, sell, license, rent, or otherwise exploit Customer Data and Content for any commercial purposes, nor for any purpose beyond the scope of providing the services set forth in the Agreements between the Parties. All use of Customer Data and Content by Vendor must comply with all applicable federal, state, and local laws, rules, and regulations.

33. MARKETING:

Any Vendor press-releases announcing the partnership between the Parties, shall be coordinated with the City's marketing department.

34. DATA AND INFORMATION PROTECTION:

A. Definitions. Capitalized terms used in this Section shall have the meanings set forth, below:

"Authorized Persons" means (i) the Vendor's employees; and (ii) the Vendor's subcontractors and agents who have a need to know or otherwise access Personal Information to enable the Vendor to perform its obligations under this Addendum and the Agreement, and who are bound in writing by confidentiality and other obligations sufficient to protect Personal Information in accordance with the terms and conditions of this Addendum and the Agreement.

"Highly Sensitive Personal Information" means an (i) individual's government-issued identification number (including Social Security number, driver's license number, or state-issued identification number); (ii) financial account number, credit card number, debit card number, or credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to an individual's financial account; or (iii) biometric, genetic, health, medical, or medical insurance data.

"Personal Information" means information provided to the Vendor by or at the direction of the City, information which is created or obtained by the Vendor on behalf of the City, or information to which access was provided to the Vendor by or at the direction of the City, in the course of the Vendor's performance under this Addendum and the Agreement that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, health, genetic, medical, or medical insurance data, answers to security questions, and other personal identifiers), in case of both subclauses (i) and (ii), including, without limitation, all Highly Sensitive Personal Information.

"Security Breach" means (i) any act or omission that compromises either the security, confidentiality,

or integrity of Personal Information or the physical, technical, administrative, or organizational safeguards put in place by the Vendor or any Authorized Persons, or by the City should the Vendor have access to the City's systems, that relate to the protection of the security, confidentiality, or integrity of Personal Information, or (ii) receipt of a complaint in relation to the privacy and data security practices of the Vendor or any Authorized Persons or a breach or alleged breach of this Addendum and/or Agreement relating to such privacy and data security practices. Without limiting the foregoing, a compromise shall include any unauthorized access to or disclosure or acquisition of Personal Information.

B. Standard of Care.

- i. Vendor acknowledges and agrees that, during the term of the Agreement, Vendor may create, receive, or have access to Personal Information. For any Personal Information, Vendor shall comply with this Section in its creation, collection, receipt, transmission, storage, disposal, use, and disclosure of such Personal Information and be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of Personal Information under its control or in its possession by all Authorized Persons. Vendor shall be responsible for, and remain liable to, the City for the actions and omissions of all Authorized Persons concerning the treatment of Personal Information.
- ii. Personal Information is deemed to be Confidential Information of the City and is not Confidential Information of Vendor.
- iii. Vendor agrees and covenants that it shall:
 - a. Keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure;
 - b. Not create, collect, receive, access, or use Personal Information in violation of law;
 - c. Use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of this Addendum and the Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Vendor's own purposes or for the benefit of anyone other than the City, in each case, without the City's prior written consent; and
 - d. Not directly or indirectly, disclose Personal Information to any person other than Authorized Persons, without the City's prior written consent.
- iv. Vendor shall implement and maintain a written information security program, including appropriate policies, procedures, and risk assessments.
- v. At a minimum, Vendor's safeguards for the protection of Personal Information shall include:
 - a. Limiting access of Personal Information to Authorized Persons;

- b. Securing business facilities, data centers, paper files, servers, backup systems, and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability;
- c. Implementing network, application, database, and platform security; (iv) securing information transmission, storage, and disposal;
- d. Implementing authentication and access controls within media, applications, operating systems, and equipment;
- e. Encrypting Highly Sensitive Personal Information stored on any media;
- f. Encrypting Highly Sensitive Personal Information transmitted over public or wireless networks;
- g. Strictly segregating Personal Information from information of Vendor or its other customers so that Personal Information is not commingled with any other types of information;
- h. Conducting risk assessments, penetration testing, and vulnerability scans and promptly implementing, at Vendor's sole cost and expense, a corrective action plan to correct any issues that are reported as a result of the testing;
- i. Implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and
- j. Providing appropriate privacy and information security training to Authorized Persons.

C. Security Breach.

If Security Breach occurs that affects Vendor's obligations to the City under the Agreements between the Parties, or Personal or Confidential Information, Vendor shall:

- i. Notify the City of a Security Breach as soon as practicable, but no later than forty-eight (48) hours after the Vendor becomes aware of it;
- ii. At its own expense, use best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach, including, but not limited to taking any and all action necessary to comply with applicable privacy rights, laws, regulations, and standards. Vendor shall reimburse the City for all actual costs incurred by the City in responding to, and mitigating damages caused by any Security Breach, including all costs of notice and/or remediation;
- iii. Maintain and preserve all documents, records, and other data related to any Security Breach;
- iv. Fully cooperate, at its own expense, with the City in any litigation, investigation, or other action deemed necessary by the City to protect its rights relating to the use, disclosure, protection, and maintenance of Personal or Confidential Information.

- D. Cyber Liability Insurance. Vendor shall maintain cyber liability insurance coverage of not less than \$1,000,000 each claim and annual aggregate providing coverage for damages and claims expenses, including notification expenses, arising from (1) breach of network security, (2) alteration, corruption, destruction or deletion of information stored or processed on a computer system, (3) invasion of privacy, including identity theft and unauthorized transmission or publication of personal information, (4) unauthorized access and use of computer systems, including hackers, (5) the transmission of malicious

code, and (6) website content, including claims of libel, slander, trade libel, defamation, infringement of copyright, trademark and trade dress and invasion of privacy.

35. ENTIRE AGREEMENT:

This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Vendor and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 16 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as follows:

CITY OF CARMEL, INDIANA

Bastin Logan Water Services, Inc.

by and through its Board of Public
Works and Safety

By:

By:

Laura Campbell, Presiding Officer

Authorized Signature

Date: _____

Printed Name

James Barlow, Member

Date: _____

Title

Alan Potasnik, Member

FID/TIN: _____

Date: _____

ATTEST:

Date: _____

Jacob Quinn, Clerk

Date: _____



1010 N. Hurricane Rd.

P.O. Box 55

Franklin, IN 46131

Phone (317) 738-4577

Fax (317) 738-9295

Quotation

Carmel Water Utility
4915 E. 106th Street
Indianapolis, IN 46280

Attn: Ken Rhodes

DATE: 3/5/2026

QUOTATION# 26-6022

TERMS: Net 30 Days

REFERENCE: Well #21 -Cleaning

DELIVERY: As Req'd

QUANTITY	DESCRIPTION	AMOUNT
	<u>Carmel Water Utility</u> <u>Well #21</u> <u>Well Rehabilitation and Inspection</u> Bastin Logan Water Services, Inc. to provide all materials and labor to complete the following work: A. Remove pump and motor (and all related appurtenances). B. Conduct pre and post video of well casing/screen and interior of well house and/or platform. C. Clean well with double disc for 5 days of actual surge/cleaing time. D. Disassemble, clean and inspect pump, send motor off for inspection. E. Assemble pump after inspection (repairs to pump and motor not included). F. Re-install pump and motor. G. Disinfection and post cleaning pump off. H. Conduct post cleaning step test. I. Remove equipment and materials from site and clean/restore interior and exterior to pre-cleaning conditions. Total Materials \$4,597.00 Total Labor \$18,832.00 Total Estimated Quotation \$23,429.00 Note: A sepearte quote for motor and pump repair will be sent after pump inspection is complete.	
	NO TAXES ARE ADDED UNLESS OTHERWISE NOTED:	

ACCEPTED BY:

RESPECTFULLY SUBMITTED BY:

John Britton



Quotation

1010 N. Hurricane Rd.
P.O. Box 55
Franklin, IN 46131
Phone (317) 738-4577 Fax (317) 738-9295

Carmel Water Utility
4915 E. 106th Street
Indianapolis, IN 46280

Attn: Ken Rhodes

DATE: 3/5/2026
QUOTATION# 26-6023
TERMS: Net 30 Days
REFERENCE: Well #22 -Cleaning
DELIVERY: As Req'd

QUANTITY	DESCRIPTION	AMOUNT
	<u>Carmel Water Utility</u> <u>Well #22</u> <u>Well Rehabilitation and Inspection</u> Bastin Logan Water Services, Inc. to provide all materials and labor to complete the following work: A. Remove pump and motor (and all related appurtenances). B. Conduct pre and post video of well casing/screen and interior of well house and/or platform. C. Clean well with double disc for 5 days of actual surge/cleaing time. D. Disassemble, clean and inspect pump, send motor off for inspection. E. Assemble pump after inspection (repairs to pump and motor not included). F. Re-install pump and motor. G. Disinfection and post cleaning pump off. H. Conduct post cleaning step test. I. Remove equipment and materials from site and clean/restore interior and exterior to pre-cleaning conditions. Total Materials \$4,597.00 Total Labor \$18,832.00 Total Estimated Quotation \$23,429.00 <u>Note:</u> A seperate quote for motor and pump repair will be sent after pump inspection is complete.	
	NO TAXES ARE ADDED UNLESS OTHERWISE NOTED:	

ACCEPTED BY:

RESPECTFULLY SUBMITTED BY:

John Britton



Quotation

1010 N. Hurricane Rd.

P.O. Box 55

Franklin, IN 46131

Phone (317) 738-4577

Fax (317) 738-9295

Carmel Water Utility
4915 E. 106th Street
Indianapolis, IN 46280

Attn: Ken Rhodes

DATE: 3/5/2026

QUOTATION# 26-6024

TERMS: Net 30 Days

REFERENCE: Well #23 -Cleaning

DELIVERY: As Req'd

QUANTITY	DESCRIPTION	AMOUNT
	<u>Carmel Water Utility</u> <u>Well #23</u> <u>Well Rehabilitation and Inspection</u> Bastin Logan Water Services, Inc. to provide all materials and labor to complete the following work: A. Remove pump and motor (and all related appurtenances). B. Conduct pre and post video of well casing/screen and interior of well house and/or platform. C. Clean well with double disc for 5 days of actual surge/cleaing time. D. Disassemble, clean and inspect pump, send motor off for inspection. E. Assemble pump after inspection (repairs to pump and motor not included). F. Re-install pump and motor. G. Disinfection and post cleaning pump off. H. Conduct post cleaning step test. I. Remove equipment and materials from site and clean/restore interior and exterior to pre-cleaning conditions. Total Materials \$4,597.00 Total Labor \$18,832.00 Total Estimated Quotation \$23,429.00 <u>Note:</u> A seperate quote for motor and pump repair will be sent after pump inspection is complete.	
NO TAXES ARE ADDED UNLESS OTHERWISE NOTED:		

ACCEPTED BY:

RESPECTFULLY SUBMITTED BY:

John Britton



Quotation

1010 N. Hurricane Rd.

P.O. Box 55

Franklin, IN 46131

Phone (317) 738-4577

Fax (317) 738-9295

Carmel Water Utility
4915 E. 106th Street
Indianapolis, IN 46280

Attn: Ken Rhodes

DATE: 3/5/2026

QUOTATION# 26-6025

TERMS: Net 30 Days

REFERENCE: Well #27 -Cleaning

DELIVERY: As Req'd

QUANTITY	DESCRIPTION	AMOUNT
	<u>Carmel Water Utility</u> <u>Well #27</u> <u>Well Rehabilitation and Inspection</u> Bastin Logan Water Services, Inc. to provide all materials and labor to complete the following work: A. Remove pump and motor (and all related appurtenances). B. Conduct pre and post video of well casing/screen and interior of well house and/or platform. C. Clean well with double disc for 5 days of actual surge/cleaing time. D. Disassemble, clean and inspect pump, send motor off for inspection. E. Assemble pump after inspection (repairs to pump and motor not included). F. Re-install pump and motor. G. Disinfection and post cleaning pump off. H. Conduct post cleaning step test. I. Remove equipment and materials from site and clean/restore interior and exterior to pre-cleaning conditions. Total Materials \$4,597.00 Total Labor \$18,832.00 Total Estimated Quotation \$23,429.00 <u>Note:</u> A seperate quote for motor and pump repair will be sent after pump inspection is complete.	
	NO TAXES ARE ADDED UNLESS OTHERWISE NOTED:	

ACCEPTED BY:

RESPECTFULLY SUBMITTED BY:

John Britton



Quotation

1010 N. Hurricane Rd.

P.O. Box 55

Franklin, IN 46131

Phone (317) 738-4577

Fax (317) 738-9295

Carmel Water Utility
4915 E. 106th Street
Indianapolis, IN 46280

Attn: Ken Rhodes

DATE: 3/5/2026

QUOTATION# 26-6026

TERMS: Net 30 Days

REFERENCE: Well #30 - Cleaning

DELIVERY: As Req'd

QUANTITY	DESCRIPTION	AMOUNT
	<u>Carmel Water Utility</u> <u>Well #30</u> <u>Well Rehabilitation and Inspection</u> Bastin Logan Water Services, Inc. to provide all materials and labor to complete the following work: A. Remove pump and motor (and all related appurtenances). B. Conduct pre and post video of well casing/screen and interior of well house and/or platform. C. Clean well with double disc for 5 days of actual surge/cleaing time. D. Disassemble, clean and inspect pump, send motor off for inspection. E. Assemble pump after inspection (repairs to pump and motor not included). F. Re-install pump and motor. G. Disinfection and post cleaning pump off. H. Conduct post cleaning step test. I. Remove equipment and materials from site and clean/restore interior and exterior to pre-cleaning conditions. Total Materials \$4,597.00 Total Labor \$18,832.00 Total Estimated Quotation \$23,429.00 Note: A seperate quote for motor and pump repair will be sent after pump inspection is complete.	
NO TAXES ARE ADDED UNLESS OTHERWISE NOTED:		

ACCEPTED BY:

RESPECTFULLY SUBMITTED BY:

John Britton

EXHIBIT B Invoice

Date:

Name of Company:

Address & Zip:

Telephone No.:

Fax No.:

Project Name: _____

Invoice No. _____

Purchase Order No: _____

			<u>Goods</u>	<u>Services</u>	
Person Providing Goods/Services	Date Goods/Service Provided	Goods/Services Provided (Describe each good/service separately and in detail)	Cost Per Item	Hourly Rate/Hours Worked	Total
		<i>GRAND TOTAL</i>			

Signature

Printed Name

EXHIBIT C

INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

Bodily Injury by Accident/Disease:	\$500,000 each employee
Bodily Injury by Accident/Disease:	\$500,000 each accident
Bodily Injury by Accident/Disease:	\$1,000,000 policy limit

Commercial General Liability (Occurrence Basis), Bodily Injury, Personal Injury, Property Damage, Contractual Liability, Products – Completed Operations:

General Aggregate Limit (other than Products/Completed Operations):	\$2,000,000
Products/Completed Operations:	\$1,000,000
Personal & Advertising Injury Limit:	\$500,000
Each Occurrence Limit:	\$1,000,000
Damage to Premises:	\$100,000 each occurrence
Fire Damage (any one fire):	\$250,000 each occurrence
Medical Expense Limit (any one person):	\$10,000

Auto Liability (owned, hired, and non-owned)

Bodily Single Limit:	\$1,000,000 each accident
Injury and Property Damage:	\$1,000,000 each accident
Policy Limit:	\$1,000,000

Umbrella/Excess Liability

Each Occurrence:	\$1,000,000
Aggregate:	\$1,000,000
Maximum Deductible:	\$10,000

AFFIDAVIT

Jehn Britton, being first duly sworn, deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by Boston Logan Water Services Inc (the "Employer") in the position of Project Manager.
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer is enrolled and participates in the federal E-Verify program. Documentation of this enrollment and participation is attached and incorporated herein.
5. The Employer does not knowingly employ any unauthorized aliens.
6. To the best of my information and belief, the Employer does not currently employ any unauthorized aliens.
7. FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 24th day of February, 2026.


Printed: Jehn Britton

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.


Printed: Jehn Britton

Purchase Orders

CARMEL UTILITIES WATER
4915 E 106TH ST

CARMEL IN 46280
USA
Telephone No. 317-571-4140
Ext.
Fax

Purchasing Center CARMEL PC
PO No. W26616
Release No. 0
Order Date 3/11/2026
Request Status ORDERED
Revision No. 0.00

VENDOR 354917
BASTIN LOGAN
237 W. MONROE STREET
PO BOX 55

SHIP TO CARMEL WATER TREATMENT PLANT

ATTN: WILL BELL
4915 E 106TH ST

FRANKLIN IN 46131
USA
Contact
Telephone No. (317) 738-4577
Ext.
Fax (317) 738-9295

CARMEL IN 46280
USA
Telephone No. 317.571.4140

INVOICE TO CARMEL WATER

CONFIRM TO CARMEL WATER TREATMENT PLANT

ATTN: ACCOUNTS PAYABLE
4915 E 106TH ST

ATTN: RECEIVING
4915 E 106TH ST

CARMEL IN 46280
U.S.A.

CARMEL IN 46280
USA

Freight Terms
Ship Via
Freight Carrier

Payment Terms
Shipping Terms

Item	Qty	Item No./Service Code	Vendor's Item No.	Receive To ID		
		Unit Cost Center	Description	Unit Cost	\$ Total Cost	\$
		Due Date Account Code	Specifications			
	1.00	NS26616		WATER DEPT		
1		PACKAGE WATER DEPT	Well 21; Rehab & Inspection; Quote 26-6022	23,429.00	23,429.00	
		4/1/2026 WATER DEPT				
	1.00	NS26616		WATER DEPT		
2		PACKAGE WATER DEPT	Well 22; Rehab & Inspection; Quote 26-6023	23,429.00	23,429.00	
		4/1/2026 WATER DEPT				
	1.00	NS26616		WATER DEPT		
3		PACKAGE WATER DEPT	Well 23; Rehab & Inspection; Quote 26-6024	23,429.00	23,429.00	
		4/1/2026 WATER DEPT				
	1.00	NS26616		WATER DEPT		
4		PACKAGE WATER DEPT	Well 27; Rehab & Inspection; Quote 26-6025	23,429.00	23,429.00	
		4/1/2026 WATER DEPT				
	1.00	NS26616		WATER DEPT		
5		PACKAGE WATER DEPT	Well 30; Rehab & Inspection; Quote 26-6026	23,429.00	23,429.00	
		4/1/2026 WATER DEPT				

CARMEL UTILITIES WATER
4915 E 106TH ST

CARMEL
USA
Telephone No. 317-571-4140
Ext.
Fax

IN

46280

Purchasing Center	CARMEL PC
PO No.	W26616
Release No.	0
Order Date	3/11/2026
Request Status	ORDERED
Revision No.	0.00

Approval



Date

3/11/2026

Subtotal	\$	117,145.00
Tax Charge	\$	0.00
Shipping	\$	0.00
Misc.	\$	0.00
Order Total	\$	117,145.00

Well Rehave & Inspections

Well 21 - Quote 26-6022

Well 22 - Quote 26-6023

Well 23 - Quote 26-6024

Well 27 - Quote 26-6025

Well 30 - Quote 26-6026



SPECIAL EVENT / FACILITY USE REQUEST

Request submission date: 02/17/2027

Department Review:

MAC: yes, 03/03/2026

ENG: **No Response**

CPD: yes, 03/09/2026

CFD: yes, 03/03/2026

STREETS: yes, 03/03/2026

PARKS: yes, 03/04/2026

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

☐ Civic Square Fountain Area

☐ Monon & Main Plaza

☐ Reflecting Pool

☐ Civic Square Gazebo / Lawn

☒ Midtown Plaza

☐ Other

◦ Please click [here](#) to request [the Carter Green or East Patio](#).

2. EVENT DETAILS

Event Purpose &

Description: *

Provide a brief description of event

FIT4MOM North Indy mommy and me Stroller Fitness Class

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

☒ Yes ☐ No

Event Date Start *

5/1/2026

Event Date End *

5/1/2026

If multiple dates, please list

Set-Up time: *

10:00:00 AM

Tear Down time: *

11:30:00 AM

End Time

Event Start

time: *

10:00:00 AM

Event End time: *

11:30:00 AM

Rehearsal

☒ No ☐ Yes

Number of People

15

Expected: *

Fees?

Will a Fee be charged for this event? If yes, please describe below.

☐ Yes ☒ No

2. STREET(S) REQUESTED:

Neighborhood Name/Streets to be closed

Include addresses as appropriate

Upload Map

An easy to read, color map of the area is required with submission.

Type of Closure:

- ☐ Rolling closure
☐ Total closure
☐ Lane restrictions - explain below
☐ Other - explain below
☒ N/A

Explain lane restrictions needed and other needed below:

Further Info for type of closure**3. SPECIAL REQUESTS:****Requests:**

- ☐ Electricity
☐ Fountain Restroom - Fountain/Gazebo
☐ Reflecting Pool Restrooms
☒ N/A
☐ Other

4. CITY SERVICES NEEDED: Mark all that apply**City Services Needed**

- ☐ Cones/Barricades (signed agreement required)
☐ Detour/Traffic Redirection Signs (signed agreement required)
☐ Emergency Medical Services (EMS) (Extra fees may apply)
☐ Extra Patrol During Event (when available)
☐ Traffic Control (Extra fees may apply)
☐ On-site Security (Assigned off-duty CPD officers, extra fees will apply)
☐ No Parking Signs (Pick up at Carmel Police Department)
☐ Trash Trailer (\$150 fee may be applied for use)
☒ N/A
☐ Other

5. EVENT SET UP:

- ☐ Stage

Size of Stage

- ☐ Tent(s) – If placing a tent over the entire green space at Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368). Otherwise, you may use the vendor of your choice.

Size of Tent (s) (Tents 20 x 20 or larger require inspection by Carmel Fire Department, 317-571-2600)

- ☐ Bounce House
☒ N/A
☐ Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

6. VENDORS:

Vendors

- ☐ Vendors Present
- ☐ Food Served (May be subject to Hamilton County Health Department Inspection)
- ☐ Alcohol Served (Please see Section R under "General Terms and Conditions" in the Special Event/Facility Use Policy)
- ☒ N/A

7. CONTACT INFORMATION:**Contact Person ***

Debra Sexton

Email *

debrasexton@FIT4MOM.com

Phone Number: *

[REDACTED]

Cell Number:**Name/Organization:** FIT4MOM North Indy**Address**

Street Address

[REDACTED]

Address Line 2

City

Carmel

Postal / Zip Code

46032

State / Province / Region

IN

Country

Hamilton

Organization Type: *

For-Profit Organization

Residency

Is the Organization based within the City of Carmel city limits?

☒ Yes☐ No**SECURITY DEPOSIT AND FEE:**

A refundable Security Deposit in the amount of \$100 for any applicant located or residing **within** Carmel city limits or a non-refundable event fee in the amount of \$150 for any applicant located or residing **outside** of Carmel city limits **must** be received prior to application review or processing.

Payment may be made online using a credit or debit card at <https://www.govpaynow.com> . PLC #a0026j, calling the Govpay call center at 1-888-604-7888 (give them PLC#) or in the form of a certified check or money order made payable to the City of Carmel. (Mail to: Carmel City hall, Attn: Lobby Desk, 1 Civic Square, Carmel, IN 46032)

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Acknowledgement and Agreement

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH SPECIAL EVENT/FACILITY USE POLICY

I have read and understand the City of Carmel, Indiana ("City") [Special Event/Facility Use Policy](#) and agree to be bound by all the terms and conditions set forth therein.

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Age Confirmation * ☒ I confirm that I am 18 years of age or older.

Special Event/Facility Use Policy * ☒ By selecting this box, I hereby acknowledge that I have read and fully understand the City of Carmel, Indiana ("City") Special Event/Facility Use Policy and agree to be bound by all the terms and conditions set forth therein.

Debra Sexton FIT4MOM North Indy

Name of Organization/Applicant

*

Debra Sexton

[Redacted]

[Redacted]

[Redacted]

*

[Redacted]

Phone Number (Required)

[Redacted]

Address of Organization/Applicant

2/16/2026

Date

Submit

City of Carmel Use Only

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____



SPECIAL EVENT / FACILITY USE REQUEST

Request submission date: 03/04/2026

Department Review:

MAC: yes, 03/03/2026

CFD: yes, 03/03/2026

ENG: **No Response**

STREETS: yes, 03/03/2026

CPD: yes, 03/09/2026

PARKS: yes, 03/04/2026

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

☐ Civic Square Fountain Area

☐ Civic Square Gazebo / Lawn

☐ Monon & Main Plaza

☐ Midtown Plaza

☐ Reflecting Pool

☒ Other

Carmel Elementary School
Parking Lot

- Please click [here](#) to request the Carter Green or East Patio.

2. EVENT DETAILS

Event Purpose &

Description: *

Provide a brief description of event

Family bicycle ride with bike rodeo for kids.

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

☒ Yes ☐ No

Event Date Start *

5/9/2026

Event Date End *

5/9/2026

If multiple dates, please list

May 9, 2026
June 20, 2026

Set-Up time: *

7:00:00 AM

Tear Down time: *

1:00:00 PM

End Time

Event Start time: *

8:00:00 AM

Event End time: *

12:00:00 PM

Rehearsal

☒ No ☐ Yes

Number of People Expected: *

100

Fees?

Will a Fee be charged for this event? If yes, please describe below.

☐ Yes ☒ No

2. STREET(S) REQUESTED:

Neighborhood

none

Name/Streets to be closed

Include addresses as appropriate

Upload Map

An easy to read, color map of the area is required with submission.

600 - Family Fun Ride - Carmel Elementary Map.png

727.22KB

Type of Closure:

- ☐ Rolling closure
☐ Total closure
☐ Lane restrictions - explain below
☐ Other - explain below
☐ N/A

Explain lane restrictions needed and other needed below:

Further Info for type of closure

No roads closed. We'll ride on open roads behind the school.

3. SPECIAL REQUESTS:**Requests:**

- ☐ Electricity
☐ Fountain Restroom - Fountain/Gazebo
☐ Reflecting Pool Restrooms
☒ N/A
☐ Other

4. CITY SERVICES NEEDED: Mark all that apply**City Services Needed**

- ☒ Cones/Barricades (signed agreement required)
☐ Detour/Traffic Redirection Signs (signed agreement required)
☐ Emergency Medical Services (EMS) (Extra fees may apply)
☐ Extra Patrol During Event (when available)
☐ Traffic Control (Extra fees may apply)
☐ On-site Security (Assigned off-duty CPD officers, extra fees will apply)
☐ No Parking Signs (Pick up at Carmel Police Department)
☐ Trash Trailer (\$150 fee may be applied for use)
☐ N/A
☒ Other

John brings the CPD truck, 1 CPD officer to answer questions with kids.

Cones*

Agreement must be signed with Carmel Street Department before delivery/pickup

- ☒ Standard Cones
☐ Tall Skinny Cones
☐ Barricades (used to close roads)
☐ Crowd-Control Gates

Standard Cones*

Please note the number of Standard Cones needed

100

5. EVENT SET UP:

- ☐ Stage

Size of Stage

- ☒ Tent(s) – If placing a tent over the entire green space at Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368). Otherwise, you may use the vendor of your choice.

4 10x10 pop up tents with weights

Size of Tent (s) (Tents 20 x 20 or larger require inspection by Carmel Fire Department, 317-571-2600)

- ☐ Bounce House
☐ N/A
☐ Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

6. VENDORS:

Vendors

- ☒ Vendors Present
- ☐ Food Served (May be subject to Hamilton County Health Department Inspection)
- ☐ Alcohol Served (Please see Section R under "General Terms and Conditions" in the Special Event/Facility Use Policy)
- ☐ N/A

Vendors Present *

Approximately how many vendors will be present?

4

7. CONTACT INFORMATION:

Contact Person *

Matt Tanner

Email *

[REDACTED]

Phone Number: *

[REDACTED]

Cell Number:

[REDACTED]

Name/Organization:

Rollfast

Address

Street Address

[REDACTED]

Address Line 2

City

Carmel

Postal / Zip Code

46280

State / Province / Region

IN

Country

United States

Organization Type: *

Non-Profit Organization

Residency

Is the Organization based within the City of Carmel city limits?

- ☒ Yes
- ☐ No

SECURITY DEPOSIT AND FEE:

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Age Confirmation * ☒ I confirm that I am 18 years of age or older.

Special Event/Facility Use Policy * ☒ By selecting this box, I hereby acknowledge that I have read and fully understand the City of Carmel, Indiana ("City") Special Event/Facility Use Policy and agree to be bound by all the terms and conditions set forth therein.

Matt Tanner
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Matt Tanner, President
Printed Name and Title (If applicable)

*

[REDACTED]
Phone Number (Required)

[REDACTED]
Carmel IN 46280
Address of Organization/Applicant

3/4/2026
Date

Submit

City of Carmel Use Only

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____





SPECIAL EVENT / FACILITY USE REQUEST

Request submission date: 03/04/2026

Department Review:

MAG: yes, 03/03/2026

ENG: **No Response**

CPD: yes, 03/09/2026

CFD: yes, 03/03/2026

STREETS: yes, 03/03/2026

PARKS: yes, 03/04/2026

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

☐ Civic Square Fountain Area

☐ Monon & Main Plaza

☐ Reflecting Pool

☒ Civic Square Gazebo / Lawn

☐ Midtown Plaza

☐ Other

◦ Please click [here](#) to request [the Carter Green or East Patio](#).

2. EVENT DETAILS

Event Purpose &

Description: *

Provide a brief description of event

The Carmel Vaisakhi Cultural Festival is an inclusive, family-friendly event designed to celebrate the rich heritage of the Punjabi spring harvest and solar new year. Our goal is to share our vibrant traditions with the broader Carmel community, fostering cultural exchange, celebrating local diversity, and providing an educational and entertaining experience for all residents.

The festival will be anchored by a central stage featuring scheduled traditional Punjabi performances, including energetic folk dances like Bhangra and Giddha, alongside traditional music. Surrounding the main viewing area, a curated selection of vendor booths will offer attendees authentic Punjabi cuisine and sweets, cultural arts and crafts, traditional merchandise, and educational information about the history and significance of Vaisakhi.

We are fully committed to partnering closely with city officials to ensure adherence to all event permitting, safety protocols, waste management plans, and noise ordinances, guaranteeing a smooth and respectful event.

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

☐ Yes ☒ No

Event Date Start *

5/9/2026

Event Date End *

5/9/2026

If multiple dates, please list

Set-Up time: *

10:00:00 AM

Tear Down time: *

6:00:00 PM

End Time

Event Start time: *

12:00:00 PM

Event End time: *

4:00:00 PM

Rehearsal

☐ No ☒ Yes

Rehearsal Date:

5/8/2026

Rehearsal Start:

6:00:00 PM

Rehearsal Start Time:

only 5-6 entertainment (dance) troupes
to practice. No city services needed for
the rehearsal

AM/PM* PM

Rehearsal End:

8:00:00 PM

Rehearsal End Time:

AM/PM* PM

Number of People

800

Expected:***Fees?**

Will a Fee be charged for this event? If yes, please describe below.

☐ Yes ☒ No**2. STREET(S) REQUESTED:****Neighborhood**

Civic sq Dr. (heading towards Gazebo)

Name/Streets to be closed

Veterans Way (heading towards Gazebo)

this request is for the safety of young kids present at the event.

Include addresses as appropriate

Upload Map

An easy to read, color map of the area is required with submission.

Type of Closure:

- ☐ Rolling closure
- ☒ Total closure: Map included
- ☒ Lane restrictions - explain below
- ☐ Other - explain below
- ☐ N/A

Explain lane restrictions needed and other needed below:

Further Info for type of closure**3. SPECIAL REQUESTS:****Requests:**

- ☒ Electricity
- ☒ Fountain Restroom - Fountain/Gazebo
- ☐ Reflecting Pool Restrooms
- ☐ N/A
- ☐ Other

4. CITY SERVICES NEEDED: Mark all that apply**City Services Needed**

- ☒ Cones/Barricades (signed agreement required)
- ☒ Detour/Traffic Redirection Signs (signed agreement required)
- ☐ Emergency Medical Services (EMS) (Extra fees may apply)
- ☒ Extra Patrol During Event (when available)
- ☒ Traffic Control (Extra fees may apply)
- ☐ On-site Security (Assigned off-duty CPD officers, extra fees will apply)
- ☐ No Parking Signs (Pick up at Carmel Police Department)
- ☒ Trash Trailer (\$150 fee may be applied for use)
- ☐ N/A
- ☐ Other

Cones *

Agreement must be signed with Carmel Street Department before delivery/pickup

- | | |
|--|--|
| ☐ Standard Cones | ☐ Tall Skinny Cones |
| ☒ Barricades (used to close roads) | ☐ Crowd-Control Gates |

Barricades *

Please note the number of Barricades needed

4

5. EVENT SET UP:☐ Stage

Size of Stage

☐ Tent(s) – If placing a tent over the entire green space at Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368). Otherwise, you may use the vendor of your choice.

Size of Tent (s) (Tents 20 x 20 or larger require inspection by Carmel Fire Department, 317-571-2600)

☐ Bounce House☐ N/A☐ Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

6. VENDORS:**Vendors**

- ☒ Vendors Present
- ☒ Food Served (May be subject to Hamilton County Health Department Inspection)
- ☐ Alcohol Served (Please see Section R under “General Terms and Conditions” in the Special Event/Facility Use Policy)
- ☐ N/A

Vendors Present *

Approximately how many vendors will be present?

8

7. CONTACT INFORMATION:**Contact Person ***

Asawari Kaur

Email ***Phone Number: *****Cell Number:****Name/Organization:****Address**

Street Address

Address Line 2

City

Carmel

Postal / Zip Code

46032

State / Province / Region

IN

Country

USA

Organization Type: *

Non-Profit Organization

Residency

Is the Organization based within the City of Carmel city limits?

- ☒ Yes
☐ No

SECURITY DEPOSIT AND FEE:

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Special Event/Facility Use Policy * ☒ By selecting this box, I hereby acknowledge that I have read and fully understand the City of Carmel, Indiana ("City") Special Event/Facility Use Policy and agree to be bound by all the terms and conditions set forth therein.

Asawari Kaur
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Asawari Kaur - Member
Printed Name and Title (If applicable)

*



Phone Number (Required)



Carmel IN 46032
Address of Organization/Applicant

3/4/2026
Date

Submit

City of Carmel Use Only

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

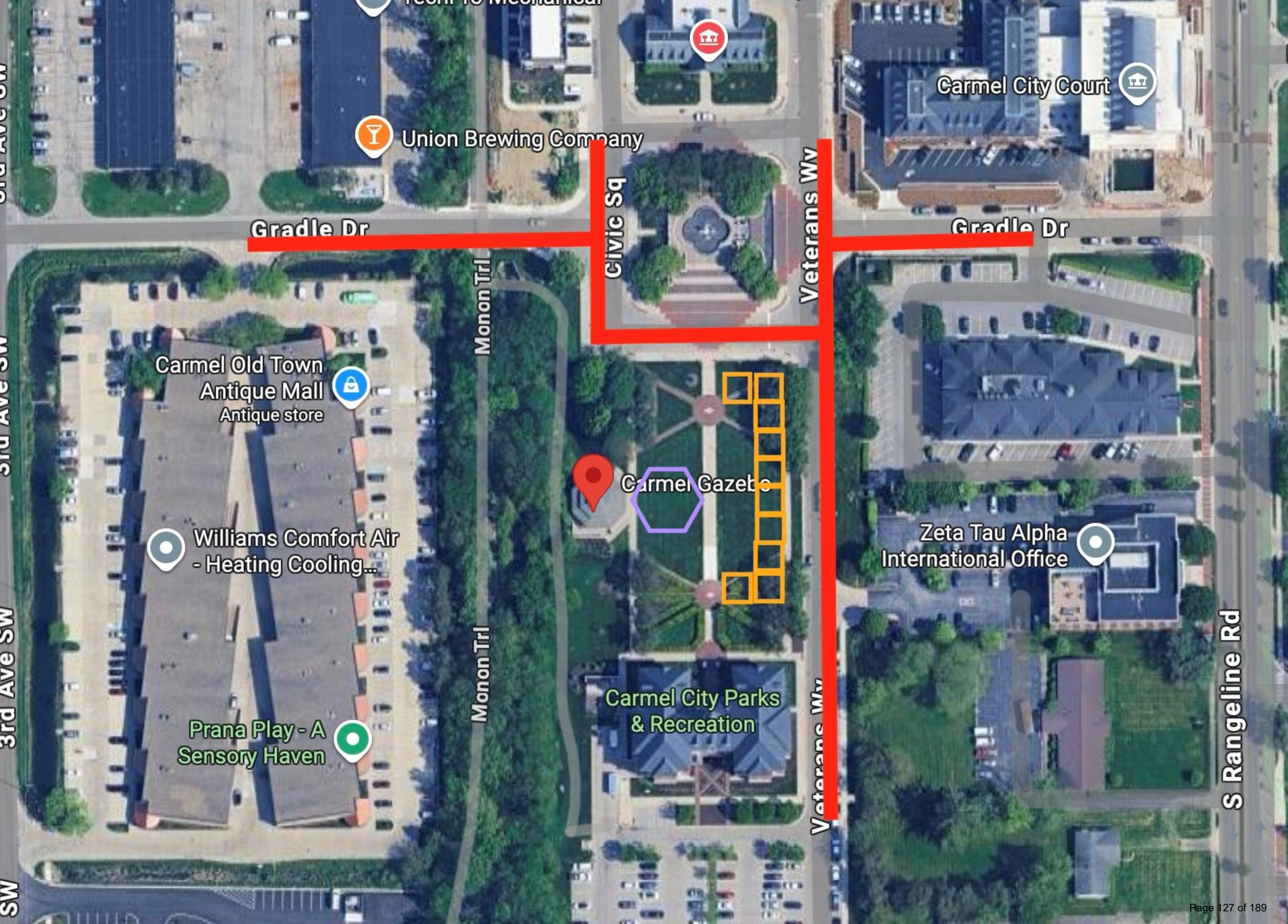
Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____





SPECIAL EVENT / FACILITY USE REQUEST

Request submission date: 03/04/2026

Department Review:

MAC: yes, 03/03/2026

ENG: **No Response**

CPD: yes, 03/09/2026

CFD: yes, 03/03/2026

STREETS: yes, 03/03/2026

PARKS: yes, 03/04/2026

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

☐ Civic Square Fountain Area

☐ Monon & Main Plaza

☐ Reflecting Pool

☒ Civic Square Gazebo / Lawn

☐ Midtown Plaza

☐ Other

- Please click [here](#) to request [the Carter Green or East Patio](#).

2. EVENT DETAILS

Event Purpose &

Description: *

Provide a brief description of event

The CardioCare Race for Hearts 5K Walk/Run is organized to raise awareness about heart health and promote heart disease prevention within our community. This event aspires to educate participants about the importance of a healthy lifestyle, recognizing early warning signs, and taking proactive measures to protect their heart health. It will feature inspiring guest speakers, including heart disease survivors and cardiac health experts, alongside engaging activities for participants. All proceeds from the event will be donated to the American Heart Association to support their life-saving research, public health education, and advocacy efforts to combat heart disease and stroke. Our goal is to inspire action and foster a healthier, heart-conscious community.

We are hoping to have our CardioCare Race for Hearts 5K Walk/Run scheduled for Saturday, May 16th, from 10:00 AM to 1:00 PM, to raise awareness about heart health and support the American Heart Association in the fight against heart disease. The event will begin at 10:00 AM with a Guest Speaker Session from 10:00 to 11:00 AM. This session will feature cardiac surgeons, healthcare professionals, the corporate team at the American Heart Association, and heart disease survivors, who will share their stories and offer insights on heart disease prevention.

At 11:00 AM, the 5K Walk/Run will begin, encouraging participants to engage in a healthy, active lifestyle while supporting the cause. The race will be followed by a Closing Ceremony from 12:00 PM to 1:00 PM, where the winners will be announced. During this time, attendees will also have the opportunity to visit various booths set up by event sponsors, learn more about heart health, and take photos to commemorate the event.

This event is designed to bring the community together in a fun and educational way while raising funds for the American Heart Association's ongoing efforts to combat heart disease and promote cardiovascular health.

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

☒ Yes ☐ No

Event Date Start *

5/16/2026

Event Date End *

5/16/2026

If multiple dates, please list

Set-Up time: *

6:00:00 AM

Tear Down time: *

1:15:00 PM

End Time

Event Start

time: *

10:00:00 AM

Event End time: *

1:00:00 PM

Rehearsal

☒ No ☐ Yes

Number of People

250

Expected: *

Fees?

Will a Fee be charged for this event? If yes, please describe below.

☒ Yes ☐ No

Fees (cont'd)

Purpose of fee

Donate money to cardiovascular research (in official partnership with American Heart Association)

2. STREET(S) REQUESTED:



**Neighborhood
Name/Streets to be
closed**

No closings, only police officers at roundabouts (3).

Include addresses as appropriate

Upload Map

An easy to read, color map of the area is required with submission.

RaceMap2026.png

4.32MB

Type of Closure:

- ☐ Rolling closure
☐ Total closure
☐ Lane restrictions - explain below
☐ Other - explain below
☒ N/A

Explain lane restrictions needed and other needed below:

**Further Info for type
of closure**

3. SPECIAL REQUESTS:



Requests:

- ☒ Electricity
☒ Fountain Restroom - Fountain/Gazebo
☐ Reflecting Pool Restrooms
☐ N/A
☐ Other

4. CITY SERVICES NEEDED: Mark all that apply



- City Services Needed**
- ☒ Cones/Barricades (signed agreement required)
 - ☐ Detour/Traffic Redirection Signs (signed agreement required)
 - ☐ Emergency Medical Services (EMS) (Extra fees may apply)
 - ☐ Extra Patrol During Event (when available)
 - ☒ Traffic Control (Extra fees may apply)
 - ☐ On-site Security (Assigned off-duty CPD officers, extra fees will apply)
 - ☒ No Parking Signs (Pick up at Carmel Police Department)
 - ☐ Trash Trailer (\$150 fee may be applied for use)
 - ☐ N/A
 - ☐ Other

Cones *

Agreement must be signed with Carmel Street Department before delivery/pickup

- ☒ Standard Cones
- ☐ Tall Skinny Cones
- ☐ Barricades (used to close roads)
- ☐ Crowd-Control Gates

Standard Cones *

Please note the number of Standard Cones needed

55

No Parking Signs *

Please note the number of NO PARKING SIGNS needed

5

5. EVENT SET UP:

☐ Stage

Size of Stage

☐ Tent(s) – If placing a tent over the entire green space at Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368). Otherwise, you may use the vendor of your choice.

Size of Tent (s) (Tents 20 x 20 or larger require inspection by Carmel Fire Department, 317-571-2600)

☐ Bounce House

☒ N/A

☐ Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

6. VENDORS:

Vendors

- ☒ Vendors Present
- ☐ Food Served (May be subject to Hamilton County Health Department Inspection)
- ☐ Alcohol Served (Please see Section R under “General Terms and Conditions” in the Special Event/Facility Use Policy)
- ☐ N/A

Vendors Present *

Approximately how many vendors will be present?

10

7. CONTACT INFORMATION:

Contact Person *

Inayat Arora

Email *

Phone Number: *

Cell Number:

Name/Organization: CardioCare/American Heart Association

Address

Street Address

[REDACTED]

Address Line 2

City

Carmel

Postal / Zip Code

46074

State / Province / Region

IN

Country

United States

Organization Type: * Non-Profit Organization

Residency

Is the Organization based within the City of Carmel city limits?

☒ Yes

☐ No

SECURITY DEPOSIT AND FEE:



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Age Confirmation * ☒ I confirm that I am 18 years of age or older.

Special Event/Facility Use Policy * ☒ By selecting this box, I hereby acknowledge that I have read and fully understand the City of Carmel, Indiana ("City") Special Event/Facility Use Policy and agree to be bound by all the terms and conditions set forth therein.

CardioCare
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Inayat Arora, Co-Founder
Printed Name and Title (If applicable)

*



Phone Number (Required)



Address of Organization/Applicant

3/4/2026
Date

Submit

City of Carmel Use Only

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

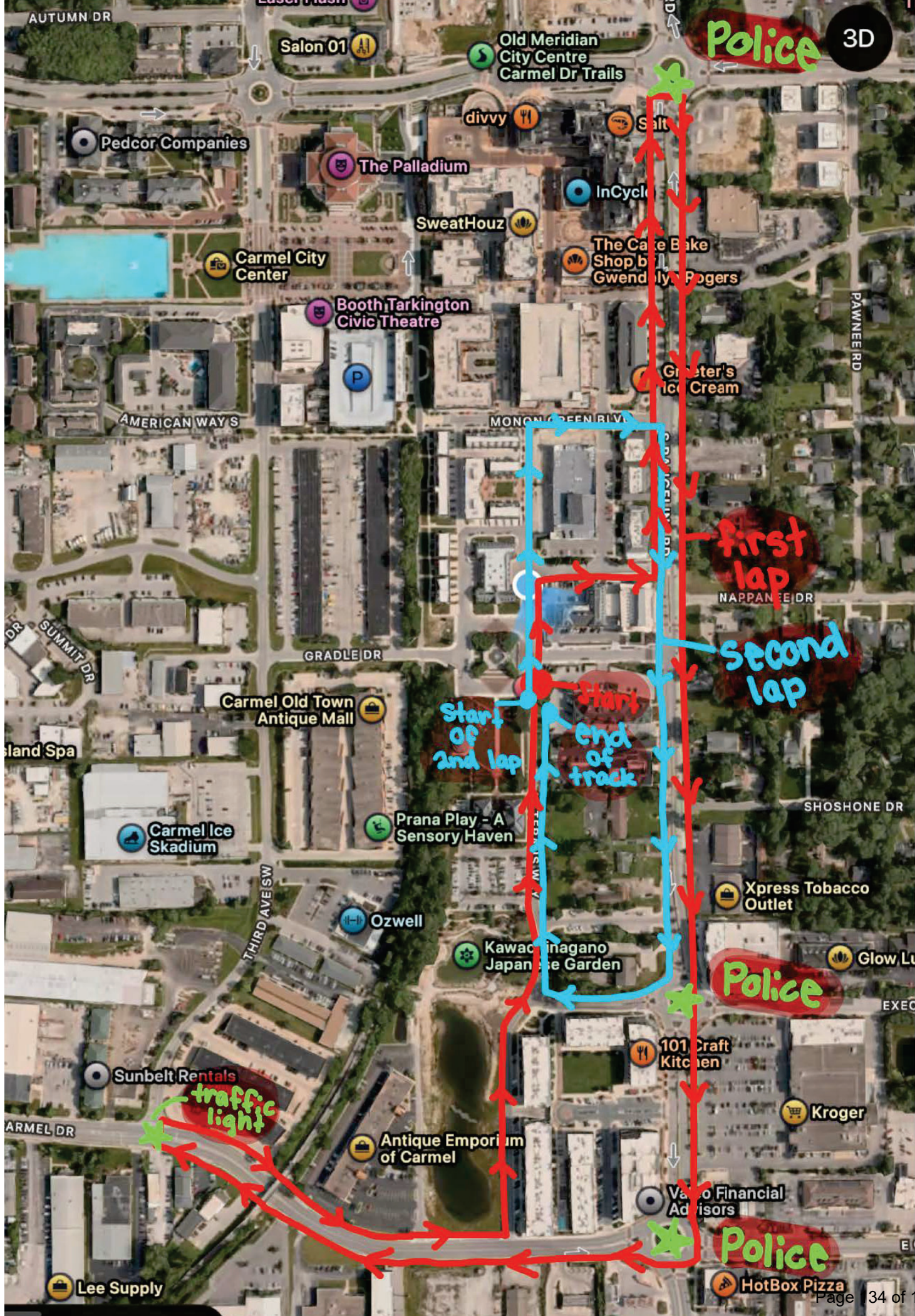
Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____





SPECIAL EVENT / FACILITY USE REQUEST

Request submission date: 02/27/2026

Department Review:

MAC: yes, 03/03/2026

ENG: **No Response**

CPD: yes, 03/09/2026

CFD: yes, 03/03/2026

STREETS: yes, 03/03/2026

PARKS: yes, 03/04/2026

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

☐ Civic Square Fountain Area

☐ Monon & Main Plaza

☐ Reflecting Pool

☐ Civic Square Gazebo / Lawn

☒ Midtown Plaza

☐ Other

- Please click [here](#) to request [the Carter Green or East Patio](#).

2. EVENT DETAILS

Event Purpose &

Description: *

Provide a brief description of event

We are planning our summer pop up series, in conjunction with Fire & Flow Yoga. They have already requested two dates for June and August. We are completing a request for May and July pop up events.

Pure Barre is a low-impact, high-intensity fitness technique that focuses on strength and building an empowering community. We offer free pop up classes for our members and community to join. We have done this the last two summers and it's been a great success, so we are hopeful to schedule these classes again this year!

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

☒ Yes ☐ No

Event Date Start *

5/16/2026

Event Date End *

5/16/2026

If multiple dates, please list

5/16/26 and 7/18/26

Set-Up time: *

8:00:00 AM

Tear Down time: *

10:00:00 AM

End Time

Event Start time: *

8:30:00 AM

Event End time: *

9:30:00 AM

Rehearsal

☐ No ☐ Yes

Rehearsal Date:

Rehearsal Start:

Rehearsal Start Time:

Rehearsal End:

Rehearsal End Time:

Number of People Expected: *

50

Fees?

Will a Fee be charged for this event? If yes, please describe below.

☐ Yes ☒ No

2. STREET(S) REQUESTED:



**Neighborhood
Name/Streets to be
closed**

Include addresses as appropriate

Upload Map

An easy to read, color map of the area is required with submission.

Type of Closure:

- ☐ Rolling closure
☐ Total closure
☐ Lane restrictions - explain below
☐ Other - explain below
☐ N/A

Explain lane restrictions needed and other needed below:

**Further Info for type
of closure**

3. SPECIAL REQUESTS:



Requests:

- ☐ Electricity
☐ Fountain Restroom - Fountain/Gazebo
☐ Reflecting Pool Restrooms
☐ N/A
☐ Other

4. CITY SERVICES NEEDED: Mark all that apply



City Services Needed

- ☐ Cones/Barricades (signed agreement required)
☐ Detour/Traffic Redirection Signs (signed agreement required)
☐ Emergency Medical Services (EMS) (Extra fees may apply)
☐ Extra Patrol During Event (when available)
☐ Traffic Control (Extra fees may apply)
☐ On-site Security (Assigned off-duty CPD officers, extra fees will apply)
☐ No Parking Signs (Pick up at Carmel Police Department)
☐ Trash Trailer (\$150 fee may be applied for use)
☐ N/A
☐ Other

5. EVENT SET UP:



- ☐ Stage

Size of Stage

- ☐ Tent(s) – If placing a tent over the entire green space at Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368). Otherwise, you may use the vendor of your choice.

Size of Tent (s) (Tents 20 x 20 or larger require inspection by Carmel Fire Department, 317-571-2600)

- ☐ Bounce House
☐ N/A
☐ Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

6. VENDORS:

Vendors

- ☐ Vendors Present
- ☐ Food Served (May be subject to Hamilton County Health Department Inspection)
- ☐ Alcohol Served (Please see Section R under "General Terms and Conditions" in the Special Event/Facility Use Policy)
- ☐ N/A

7. CONTACT INFORMATION:

Contact Person *

Lauren Williamson

Email *

lwilliamson@purebarre.com

Phone Number: *

3179667061

Cell Number:

Name/Organization:

TEAM L Studios dba Pure Barre Carmel

Address

Street Address

10251 Lemberger Blvd.

Address Line 2

City

ZIONSVILLE

Postal / Zip Code

46077

State / Province / Region

IN

Country

United States

Organization Type: *

For-Profit Organization

Residency

Is the Organization based within the City of Carmel city limits?

☒ Yes

☐ No

SECURITY DEPOSIT AND FEE:

A refundable **Security Deposit in the amount of \$100** for *any applicant located or residing **within** Carmel city limits* or a non-refundable event fee in the amount of **\$150** for *any applicant located or residing **outside** of Carmel city limits* **must be received prior to application review or processing.**

Payment may be made online using a credit or debit card at <https://www.govpaynow.com> . PLC #a0026j, calling the Govpay call center at 1-888-604-7888 (give them PLC#) or in the form of a certified check or money order made payable to the City of Carmel. (Mail to: Carmel City hall, Attn: Lobby Desk, 1 Civic Square, Carmel, IN 46032)

DISCLAIMER:

The Carmel Board of Public Works and Safety reserves the right, in its sole discretion, to deny any facility use request and/or revoke any previously granted request to use a City facility for any lawful reason.

Acknowledgement and Agreement

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH SPECIAL EVENT/FACILITY USE POLICY

I have read and understand the City of Carmel, Indiana ("City") [Special Event/Facility Use Policy](#) and agree to be bound by all the terms and conditions set forth therein.

I will leave the City facility I use in the same condition that it was immediately prior to my use thereof. I agree to pay for any damage, repair or clean-up costs incurred by the City as a result of my use of a City facility.

I hereby certify that I, and the organization I represent, if applicable, agree to be bound by the City's Special Event/Facility Use Policy and by any addition conditions or restrictions placed upon my/our use of a City facility by the Board. I understand that the Board has the right to deny, alter or revoke my request for the use of a City facility for any lawful reason. I and/or my organization also agree to indemnify and hold harmless the City of Carmel and all of its directors, officers, employees, agents and affiliates from any claims of whatever nature (whether foreseeable or not) arising from or in connection with this Application for any damages, costs or expenses incurred directly or indirectly as a result of my/our use of the City-owned facility and/or property.

Age Confirmation * ☒ I confirm that I am 18 years of age or older.

Special Event/Facility Use Policy * ☒ By selecting this box, I hereby acknowledge that I have read and fully understand the City of Carmel, Indiana ("City") Special Event/Facility Use Policy and agree to be bound by all the terms and conditions set forth therein.

Pure Barre Carmel
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Lauren Williamson, Owner
Printed Name and Title (If applicable)

*

3179667061
Phone Number (Required)

10251 Lemberger Blvd. Zionsville, IN 46033
Address of Organization/Applicant

2/27/2026
Date

Submit

City of Carmel Use Only

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____



SPECIAL EVENT / FACILITY USE REQUEST

Request submission date: 03/04/2026

Department Review:

MAC: yes, 03/03/2026

ENG: **No Response**

CPD: yes, 03/09/2026

CFD: yes, 03/03/2026

STREETS: yes, 03/03/2026

PARKS: yes, 03/04/2026

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

☐ Civic Square Fountain Area

☐ Monon & Main Plaza

☐ Reflecting Pool

☐ Civic Square Gazebo / Lawn

☐ Midtown Plaza

☒ Other

Carmel Middle School Parking Lot

- Please click [here](#) to request the Carter Green or East Patio.

2. EVENT DETAILS

Event Purpose &

Description: *

Provide a brief description of event

Family bicycle ride with bike rodeo for kids.

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

☒ Yes ☐ No

Event Date Start *

6/6/2026

Event Date End *

6/6/2026

If multiple dates, please list

June 6, 2026

July 11, 2026

Set-Up time: *

7:00:00 AM

Tear Down time: *

1:00:00 PM

End Time

Event Start time: *

8:00:00 AM

Event End time: *

12:00:00 PM

Rehearsal

☒ No ☐ Yes

Number of People Expected: *

100

Fees?

Will a Fee be charged for this event? If yes, please describe below.

☐ Yes ☒ No

2. STREET(S) REQUESTED:

Neighborhood

none

Name/Streets to be closed

Include addresses as appropriate

Upload Map

An easy to read, color map of the area is required with submission.

carmel middle school layout.png

6.94MB

Type of Closure:

- ☒ Rolling closure
☐ Total closure
☐ Lane restrictions - explain below
☐ Other - explain below
☐ N/A

Explain lane restrictions needed and other needed below:

Further Info for type of closure

John Moriarty will lead the riders on a "parade" to the Carmel Safe House through neighborhood streets. We will have CPD follow the last rider to the safe house. No roads will be closed.

3. SPECIAL REQUESTS:**Requests:**

- ☐ Electricity
☐ Fountain Restroom - Fountain/Gazebo
☐ Reflecting Pool Restrooms
☒ N/A
☐ Other

4. CITY SERVICES NEEDED: Mark all that apply**City Services Needed**

- ☐ Cones/Barricades (signed agreement required)
☐ Detour/Traffic Redirection Signs (signed agreement required)
☐ Emergency Medical Services (EMS) (Extra fees may apply)
☐ Extra Patrol During Event (when available)
☐ Traffic Control (Extra fees may apply)
☐ On-site Security (Assigned off-duty CPD officers, extra fees will apply)
☐ No Parking Signs (Pick up at Carmel Police Department)
☐ Trash Trailer (\$150 fee may be applied for use)
☐ N/A
☒ Other John brings the CPD truck, 1 CPD officer to answer questions with kids.

5. EVENT SET UP:

- ☐ Stage

Size of Stage

- ☒ Tent(s) – If placing a tent over the entire green space at Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368). Otherwise, you may use the vendor of your choice.

10x10 pop up tents with weights

Size of Tent (s) (Tents 20 x 20 or larger require inspection by Carmel Fire Department, 317-571-2600)

- ☐ Bounce House
☐ N/A
☐ Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

6. VENDORS:

Vendors

- ☒ Vendors Present
- ☐ Food Served (May be subject to Hamilton County Health Department Inspection)
- ☐ Alcohol Served (Please see Section R under "General Terms and Conditions" in the Special Event/Facility Use Policy)
- ☐ N/A

Vendors Present *

Approximately how many vendors will be present?

4

7. CONTACT INFORMATION:**Contact Person ***

Matt Tanner

Email *

[REDACTED]

Phone Number: *

[REDACTED]

Cell Number:**Name/Organization:**

Rollfast

Address

Street Address

[REDACTED]

Address Line 2

City

State / Province / Region

Carmel

IN

Postal / Zip Code

Country

46280

United States

Organization Type: *

Non-Profit Organization

Residency

Is the Organization based within the City of Carmel city limits?

☒ Yes☐ No**SECURITY DEPOSIT AND FEE:**

A refundable Security Deposit in the amount of \$100 for any applicant located or residing **within** Carmel city limits or a non-refundable event fee in the amount of \$150 for any applicant located or residing **outside** of Carmel city limits **must** be received prior to application review or processing.

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Acknowledgement and Agreement

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH SPECIAL EVENT/FACILITY USE POLICY

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I hereby certify that I, and the organization I represent, if applicable, agree to be bound by the City's Special Event/Facility Use Policy and by any addition conditions or restrictions placed upon my/our use of a City facility by the Board. I understand that the Board has the right to deny, alter or revoke my request for the use of a City facility for any lawful reason. I and/or my organization also agree to indemnify and hold harmless the City of Carmel and all of its directors, officers, employees, agents and affiliates from any claims of whatever nature (whether foreseeable or not) arising from or in connection with this Application for any damages, costs or expenses incurred directly or indirectly as a result of my/our use of the City-owned facility and/or property.

Age Confirmation * ☒ I confirm that I am 18 years of age or older.

Special Event/Facility Use Policy * ☒ By selecting this box, I hereby acknowledge that I have read and fully understand the City of Carmel, Indiana ("City") Special Event/Facility Use Policy and agree to be bound by all the terms and conditions set forth therein.

Matt Tanner
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Matt Tanner, President
Printed Name and Title (If applicable)

*

[REDACTED]
Phone Number (Required)

[REDACTED]
Carmel IN 46280
Address of Organization/Applicant

3/4/2026
Date

Submit

City of Carmel Use Only

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

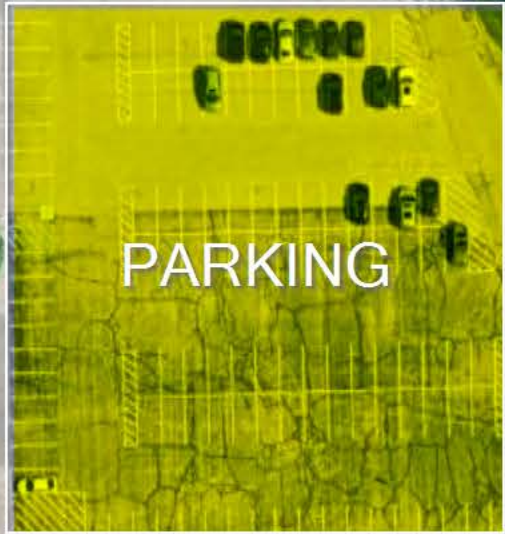
Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____



PARKING

BIKE RODEO

 **Carmel Middle School**
Recently viewed

Carmel Middle
School Tennis Courts

S Guilford Rd

S Guilford Rd

S Guilford Rd



SPECIAL EVENT / FACILITY USE REQUEST

Request submission date: 02/16/2026

Department Review:

MAC: yes, 03/03/2026

ENG: **No Response**

CPD: yes, 03/09/2026

CFD: yes, 03/03/2026

STREETS: yes, 03/03/2026

PARKS: yes, 03/04/2026

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

☐ Civic Square Fountain Area

☐ Monon & Main Plaza

☐ Reflecting Pool

☐ Civic Square Gazebo / Lawn

☐ Midtown Plaza

☒ Other

Street Use

◦ Please click [here](#) to request [the Carter Green or East Patio](#).

2. EVENT DETAILS

Event Purpose &

Description: *

Provide a brief description of event

Freedom Run and Walk. 4.5 Mile Run and 1.5 mile walk. Event starts and finishes at Clay Terrace.

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

☒ Yes ☐ No

Event Date Start *

7/4/2026

Event Date End *

7/4/2026

If multiple dates, please list

Set-Up time: *

7:00:00 AM

Tear Down time: *

9:00:00 AM

End Time

Event Start

time: *

8:00:00 AM

Event End time: *

9:00:00 AM

Rehearsal

☒ No ☐ Yes

Number of People

700

Expected: *

Fees?

Will a Fee be charged for this event? If yes, please describe below.

☒ Yes ☐ No

Fees (cont'd)

Purpose of fee

Entry Fee to enter the event

2. STREET(S) REQUESTED:

Neighborhood

Various Streets along the course. Partial lane closure. See Map for details

Name/Streets to be closed

Include addresses as appropriate

Upload Map

An easy to read, color map of the area is required with submission.

Freedom Run Map 26 DETAIL.pdf

165.49KB

Type of Closure:

- ☒ Rolling closure
☐ Total closure
☐ Lane restrictions - explain below
☐ Other - explain below
☐ N/A

Explain lane restrictions needed and other needed below:

Further Info for type of closure

Will work with Police to control intersections along course.

3. SPECIAL REQUESTS:**Requests:**

- ☐ Electricity
☐ Fountain Restroom - Fountain/Gazebo
☐ Reflecting Pool Restrooms
☐ N/A
☐ Other

4. CITY SERVICES NEEDED: Mark all that apply**City Services Needed**

- ☐ Cones/Barricades (signed agreement required)
☐ Detour/Traffic Redirection Signs (signed agreement required)
☐ Emergency Medical Services (EMS) (Extra fees may apply)
☐ Extra Patrol During Event (when available)
☒ Traffic Control (Extra fees may apply)
☐ On-site Security (Assigned off-duty CPD officers, extra fees will apply)
☐ No Parking Signs (Pick up at Carmel Police Department)
☐ Trash Trailer (\$150 fee may be applied for use)
☐ N/A
☐ Other

5. EVENT SET UP:

- ☐ Stage

Size of Stage

- ☐ Tent(s) – If placing a tent over the entire green space at Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368). Otherwise, you may use the vendor of your choice.

Size of Tent (s) (Tents 20 x 20 or larger require inspection by Carmel Fire Department, 317-571-2600)

- ☐ Bounce House
☐ N/A
☐ Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

6. VENDORS:

Vendors

- ☐ Vendors Present
- ☐ Food Served (May be subject to Hamilton County Health Department Inspection)
- ☐ Alcohol Served (Please see Section R under "General Terms and Conditions" in the Special Event/Facility Use Policy)
- ☐ N/A

7. CONTACT INFORMATION:

Contact Person * Donald K Carr

Email * don@tuxbro.com

Phone Number: * 3173401115

Cell Number:

Name/Organization: Tuxedo Brothers

Address

Street Address

6265 BOONE RIDGE

Address Line 2

City

Zionsville

Postal / Zip Code

46077

State / Province / Region

IN

Country

United States

Organization Type: * For-Profit Organization

Residency

Is the Organization based within the City of Carmel city limits?

☐ Yes

☒ No

SECURITY DEPOSIT AND FEE:

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Acknowledgement and Agreement

Mayor's Office

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Age Confirmation * ☒ I confirm that I am 18 years of age or older.

Special Event/Facility Use Policy * ☒ By selecting this box, I hereby acknowledge that I have read and fully understand the City of Carmel, Indiana ("City") Special Event/Facility Use Policy and agree to be bound by all the terms and conditions set forth therein.

Tuxedo Brothers
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Donald Carr / president
Printed Name and Title (If applicable)

*

317-340-1115
Phone Number (Required)

6265 Boone Ridge, Zionsville, IN 46077
Address of Organization/Applicant

2/16/2026
Date

Submit

City of Carmel Use Only

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____



Map by: Tuxedo Brothers, Inc.

Form Name:	Community Events Application
Submission Time:	February 16, 2026 9:28 am
Browser:	Chrome 144.0.0.0 / Windows
IP Address:	50.90.192.39
Unique ID:	1433000839
Location:	39.9568, -86.2568

Community Events Application

Event Information

Event Name	Freedom Run and Walk
Event Date	Jul 04, 2026
Event Purpose & Description	Freedom Run and Walk is a 4.5 mile run and a 1.5 mile family walk to celebrate America's Birthday. Event starts and finishes in Clay Terrace.
Event Website URL	www.tuxbro.com
Have you held this event previously and utilized space through Carmel Clay Parks & Recreation?	Yes
Event Start Time	08:00 AM
Event End Time	09:00 AM
Set Up Will Begin At	07:00 AM
Clean Up Will Be Completed By	09:30 AM
Location Requesting (please note: we cannot accept events that go over parking lot capacities)	Use of Monon Trail from 1st Street to 146th Street.
Additional Needs at Location:	Trails
What shelters, if any, do you plan on using?	na
What are your estimated attendance numbers (please note: we cannot accept events that go over parking lot capacities)?	750
Estimated Number of Cars	0
Is there an admission fee?	No

Registration Fee:	\$35 for entry
Do you plan on bringing in food?	No
Upload map illustrating event routes and/or areas of park being used if available (max 5MB)	https://www.formstack.com/admin/download/file/19165106546
How did you hear about our parks/facilities?	Used Prior or Returning Event

Safety Plan

Safety plan based on FEMA National Incident Management System standards. We agree to:	Event Manager will watch for inclement weather using internet and/or other sources of climate conditions Agree to cancelling the event due to lightning or emergency weather situations Are aware of emergency shelter locations and agree to evacuate to them in emergency situations In case of severe weather, Event Manager will make announcements for participants and volunteers to evacuate the area
Event Director's Name:	Donald Carr
Phone	(317) 340-1115
Event Manager's Name:	Donald Carr
Phone	13173401115
Safety Plan Terms & Conditions	I have read and agree to the above Safety Plan.

Accessibility Plan

Accessibility Plan Terms & Conditions	Although the organization doesn't conduct formal assessments, staff are aware of the need to accommodate reasonable requests in regards to the above areas. Additionally, the status of the Accessibility Plan will be reviewed annually. I agree that our organization's staff is responsible for prioritizing and reviewing of the Accessibility Plan as well as all the requests for reasonable accommodations. All requests will be identified, reviewed, decided upon and documented.
--	---

Organization Information

Name of Applicant	Donald K Carr
Applicant Email	don@tuxbro.com

Organization Name	1951112016
Organization Address	6265 BOONE RIDGE Zionsville, IN 46077
Organization Phone	13173401115
Organization Website	1951112016
Onsite Contact Phone	13173401115
Onsite Contact Email	don@tuxbro.com
If a company other than yours is overseeing/running the event, please list that company's name.	1951112016

Certificate of Insurance(s)

Terms & Conditions

Printed Name of Authorized Representative	Donald Carr
Agree to Terms & Conditions Regarding Additional Fees	I have read and understand that I will be held accountable for added fees associated with this community event. Failure to pay or comply with park rules may result in additional fines and denial of future requests.

Terms & Conditions

It is understood that no person, group or organization has any vested right to the exclusive use of park property. The use of any/all park property is subject to availability and approval by Carmel Clay Parks & Recreation (CCPR), subject to the policies, rules and guidelines of the Carmel/Clay Board of Parks & Recreation (the "Rules"). All requests and paperwork related to it must be received by CCPR before the requested usage date. It is understood that CCPR-sponsored activities have priority over all other activities in using park facilities and this permit is subject to cancellation in the event of an emergency.

If a facility rental permit is granted, the users agree to be responsible for any accidents or injuries sustained by any person attending or participating in the program or activity at the park, and to be responsible for replacement in case any damage or loss is incurred. A certificate of insurance naming the Carmel/Clay Board of Parks & Recreation, Carmel/Clay Department of Parks & Recreation, City of Carmel, and Clay Township as additional insures may be required.

All users agree to adhere to the Rules, applicable federal, state and local laws, and any specific guidelines outlined in the facility reservation permit. A minimum of one adult chaperone (age 18 and above) is required for every ten youth (age 17 and under) in attendance at the activity. The undersigned hereby acknowledge receipt of the Rules.

Failure to comply with all of the Carmel Clay Parks & Recreation Parks rental rules & regulations may result in event being cancelled without notification.

Agree to Terms & Conditions

I have read the terms of this agreement and, as the authorized representative of the group making this request, I do agree to abide by these rules and terms.

Signature

A handwritten signature in black ink, appearing to be "D. Green", is written on the line.



SPECIAL EVENT / FACILITY USE REQUEST

Pedcor: OK 03/02/2026

Request submission date: 02/26/2026

Department Review:

MAC: yes, 03/03/2026

CFD: yes, 03/03/2026

ENG: **No Response**

STREETS: yes, 03/03/2026

CPD: yes, 03/09/2026

PARKS: yes, 03/04/2026

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

☐ Civic Square Fountain Area

☐ Civic Square Gazebo / Lawn

☐ Monon & Main Plaza

☐ Midtown Plaza

☒ Reflecting Pool

☐ Other

o Please click [here](#) to request [the Carter Green or East Patio](#).

2. EVENT DETAILS

Event Purpose &

Description: *

Provide a brief description of event

Annual Subregatta for the remote control submarine club. We will be running our r/c boats in the reflecting pond with a frame tent set up for the participants.

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

☒ Yes ☐ No

Event Date Start *

8/8/2026

Event Date End *

8/9/2026

If multiple dates, please list

the tent usually gets set up on the Friday before the event

Set-Up time: *

7:00:00 AM

Tear Down time: *

4:00:00 PM

End Time

Event Start

time: *

9:00:00 AM

Event End time: *

3:00:00 PM

Rehearsal

☒ No ☐ Yes

Number of People Expected: *

40

Fees?

Will a Fee be charged for this event? If yes, please describe below.

☐ Yes ☒ No

2. STREET(S) REQUESTED:

Neighborhood Name/Streets to be closed

Include addresses as appropriate

Upload Map

An easy to read, color map of the area is required with submission.

Type of Closure:

- ☐ Rolling closure
☐ Total closure
☐ Lane restrictions - explain below
☐ Other - explain below
☐ N/A

Explain lane restrictions needed and other needed below:

Further Info for type of closure**3. SPECIAL REQUESTS:****Requests:**

- ☒ Electricity
☐ Fountain Restroom - Fountain/Gazebo
☒ Reflecting Pool Restrooms
☐ N/A
☒ Other electricity turned on, fountains off during the day, sprinkling system in grass turned off

4. CITY SERVICES NEEDED: Mark all that apply

- City Services Needed**
- ☐ Cones/Barricades (signed agreement required)
☐ Detour/Traffic Redirection Signs (signed agreement required)
☐ Emergency Medical Services (EMS) (Extra fees may apply)
☐ Extra Patrol During Event (when available)
☐ Traffic Control (Extra fees may apply)
☐ On-site Security (Assigned off-duty CPD officers, extra fees will apply)
☐ No Parking Signs (Pick up at Carmel Police Department)
☐ Trash Trailer (\$150 fee may be applied for use)
☐ N/A
☐ Other

5. EVENT SET UP:

- ☐ Stage
Size of Stage
- ☒ Tent(s) – If placing a tent over the entire green space at Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368). Otherwise, you may use the vendor of your choice.
30x60
Size of Tent (s) (Tents 20 x 20 or larger require inspection by Carmel Fire Department, 317-571-2600)
- ☐ Bounce House
☐ N/A
☐ Other
- Ace Party Rental
Name of Merchants(s) doing the setup
3179696062
Phone Number of Merchant(s) doing set up:

6. VENDORS:

Vendors

- ☐ Vendors Present
- ☐ Food Served (May be subject to Hamilton County Health Department Inspection)
- ☐ Alcohol Served (Please see Section R under "General Terms and Conditions" in the Special Event/Facility Use Policy)
- ☐ N/A

7. CONTACT INFORMATION:**Contact Person *** Chris Campbell**Email ***

[REDACTED]

Phone Number: *

[REDACTED]

Cell Number:**Name/Organization:** Subcommittee/Indianapolis Admirals**Address**

Street Address

[REDACTED]

Address Line 2

City

Carmel

Postal / Zip Code

46033

State / Province / Region

IN

Country

Organization Type: * Non-Profit Organization**Residency**

Is the Organization based within the City of Carmel city limits?

☒ Yes☐ No**SECURITY DEPOSIT AND FEE:**

A refundable Security Deposit in the amount of \$100 for any applicant located or residing **within** Carmel city limits or a non-refundable event fee in the amount of \$150 for any applicant located or residing **outside** of Carmel city limits **must** be received prior to application review or processing.

Payment may be made online using a credit or debit card at <https://www.govpaynow.com> . PLC #a0026j, calling the Govpay call center at 1-888-604-7888 (give them PLC#) or in the form of a certified check or money order made payable to the City of Carmel. (Mail to: Carmel City hall, Attn: Lobby Desk, 1 Civic Square, Carmel, IN 46032)

DISCLAIMER:

The Carmel Board of Public Works and Safety reserves the right, in its sole discretion, to deny any facility use request and/or revoke any previously granted request to use a City facility for any lawful reason.

Acknowledgement and Agreement

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH SPECIAL EVENT/FACILITY USE POLICY

I have read and understand the City of Carmel, Indiana ("City") [Special Event/Facility Use Policy](#) and agree to be bound by all the terms and conditions set forth therein.

I will leave the City facility I use in the same condition that it was immediately prior to my use thereof. I agree to pay for any damage, repair or clean-up costs incurred by the City as a result of my use of a City facility.

I hereby certify that I, and the organization I represent, if applicable, agree to be bound by the City's Special Event/Facility Use Policy and by any addition conditions or restrictions placed upon my/our use of a City facility by the Board. I understand that the Board has the right to deny, alter or revoke my request for the use of a City facility for any lawful reason. I and/or my organization also agree to indemnify and hold harmless the City of Carmel and all of its directors, officers, employees, agents and affiliates from any claims of whatever nature (whether foreseeable or not) arising from or in connection with this Application for any damages, costs or expenses incurred directly or indirectly as a result of my/our use of the City-owned facility and/or property.

Age Confirmation * ☒ I confirm that I am 18 years of age or older.

Special Event/Facility Use Policy * ☒ By selecting this box, I hereby acknowledge that I have read and fully understand the City of Carmel, Indiana ("City") Special Event/Facility Use Policy and agree to be bound by all the terms and conditions set forth therein.

Subcommittee / Indianapolis Admirals

Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Chris Campbell

Printed Name and Title (If applicable)

*

317-361-5173

Phone Number (Required)



Address of Organization/Applicant

2/26/2026

Date

Submit

City of Carmel Use Only

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____



SPECIAL EVENT / FACILITY USE REQUEST

Request submission date: 03/04/2026

Department Review:

MAC: yes, 03/03/2026

ENG: **No Response**

CPD: yes, 03/09/2026

CFD: yes, 03/03/2026

STREETS: yes, 03/03/2026

PARKS: yes, 03/04/2026

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

☐ Civic Square Fountain Area

☐ Monon & Main Plaza

☐ Reflecting Pool

☐ Civic Square Gazebo / Lawn

☒ Midtown Plaza

☐ Other

◦ Please click [here](#) to request [the Carter Green or East Patio](#).

2. EVENT DETAILS

Event Purpose &

Description: *

Provide a brief description of event

Community Bicycle Event

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

☒ Yes ☐ No

Event Date Start *

9/13/2026

Event Date End *

9/13/2026

If multiple dates, please list

Set-Up time: *

5:00:00 AM

Tear Down time: *

2:00:00 PM

End Time

Event Start

time: *

8:00:00 AM

Event End time: *

1:00:00 PM

Rehearsal

☒ No ☐ Yes

Number of People

250

Expected: *

Fees?

Will a Fee be charged for this event? If yes, please describe below.

☒ Yes ☐ No

Fees (cont'd)

Purpose of fee

Cover expenses for the City (food, swag, equipment, contractor, etc)

2. STREET(S) REQUESTED:

Neighborhood

Elm Street between Veterans Way and Monon Blvd

Name/Streets to be closed

Include addresses as appropriate

Upload Map

An easy to read, color map of the area is required with submission.

Roundabout_Ride_25_Mile.pdf

885.38KB

Roundabout_Ride_50_Mile.pdf

798.58KB

Type of Closure:

- ☐ Rolling closure
- ☒ Total closure
- ☐ Lane restrictions - explain below
- ☐ Other - explain below
- ☐ N/A

Explain lane restrictions needed and other needed below:

Further Info for type of closure

Rider start area will be closed to traffic from 6am to 8am.
We may need this area for vendors and sponsors as well for the rest of the day - TBD.

3. SPECIAL REQUESTS:

Requests:

- ☐ Electricity
- ☐ Fountain Restroom - Fountain/Gazebo
- ☐ Reflecting Pool Restrooms
- ☐ N/A
- ☐ Other

4. CITY SERVICES NEEDED: Mark all that apply

City Services Needed

- ☒ Cones/Barricades (signed agreement required)
- ☐ Detour/Traffic Redirection Signs (signed agreement required)
- ☐ Emergency Medical Services (EMS) (Extra fees may apply)
- ☐ Extra Patrol During Event (when available)
- ☒ Traffic Control (Extra fees may apply)
- ☐ On-site Security (Assigned off-duty CPD officers, extra fees will apply)
- ☐ No Parking Signs (Pick up at Carmel Police Department)
- ☐ Trash Trailer (\$150 fee may be applied for use)
- ☐ N/A
- ☐ Other

Cones *

Agreement must be signed with Carmel Street Department before delivery/pickup

- ☒ Standard Cones
- ☐ Tall Skinny Cones
- ☐ Barricades (used to close roads)
- ☒ Crowd-Control Gates

Crowd-Control Gates *

Please note the number of Crowd-Control Gates needed

20

Standard Cones *

Please note the number of Standard Cones needed

100

5. EVENT SET UP:

- ☐ Stage

Size of Stage

- ☐ Tent(s) – If placing a tent over the entire green space at Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368). Otherwise, you may use the vendor of your choice.

Size of Tent (s) (Tents 20 x 20 or larger require inspection by Carmel Fire Department, 317-571-2600)

☐ Bounce House

☒ N/A

☐ Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

6. VENDORS:

Vendors

☒ Vendors Present

☐ Food Served (May be subject to Hamilton County Health Department Inspection)

☐ Alcohol Served (Please see Section R under "General Terms and Conditions" in the Special Event/Facility Use Policy)

☐ N/A

Vendors Present *

Approximately how many vendors will be present?

15

7. CONTACT INFORMATION:

Contact Person *

Matt Tanner

Email *

Phone Number: *

Cell Number:

Name/Organization:

Rollfast

Address

Street Address

Address Line 2

City

Carmel

Postal / Zip Code

46280

State / Province / Region

IN

Country

United States

Organization Type: *

Non-Profit Organization

Residency

Is the Organization based within the City of Carmel city limits?

☒ Yes

☐ No

SECURITY DEPOSIT AND FEE:

A refundable Security Deposit in the amount of \$100 for any applicant located or residing **within** Carmel city limits or a non-refundable event fee in the amount of \$150 for any applicant located or residing **outside** of Carmel city limits **must** be received prior to application review or processing.

Payment may be made online using a credit or debit card at <https://www.govpaynow.com> . PLC #a0026j, calling the Govpay call center at 1-888-604-7888 (give them PLC#) or in the form of a certified check or money order made payable to the City of Carmel. (Mail to: Carmel City hall, Attn: Lobby Desk, 1 Civic Square, Carmel, IN 46032)

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Acknowledgement and Agreement

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH SPECIAL EVENT/FACILITY USE POLICY

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I hereby certify that I, and the organization I represent, if applicable, agree to be bound by the City's Special Event/Facility Use Policy and by any addition conditions or restrictions placed upon my/our use of a City facility by the Board. I understand that the Board has the right to deny, alter or revoke my request for the use of a City facility for any lawful reason. I and/or my organization also agree to indemnify and hold harmless the City of Carmel and all of its directors, officers, employees, agents and affiliates from any claims of whatever nature (whether foreseeable or not) arising from or in connection with this Application for any damages, costs or expenses incurred directly or indirectly as a result of my/our use of the City-owned facility and/or property.

Age Confirmation * ☒ I confirm that I am 18 years of age or older.

Special Event/Facility Use Policy * ☒ By selecting this box, I hereby acknowledge that I have read and fully understand the City of Carmel, Indiana ("City") Special Event/Facility Use Policy and agree to be bound by all the terms and conditions set forth therein.

Matt Tanner
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Matt Tanner, President
Printed Name and Title (If applicable)

*

[REDACTED]
Phone Number (Required)

[REDACTED]
Carmel IN 46280
Address of Organization/Applicant

3/4/2026
Date

Submit

City of Carmel Use Only

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, City Clerk

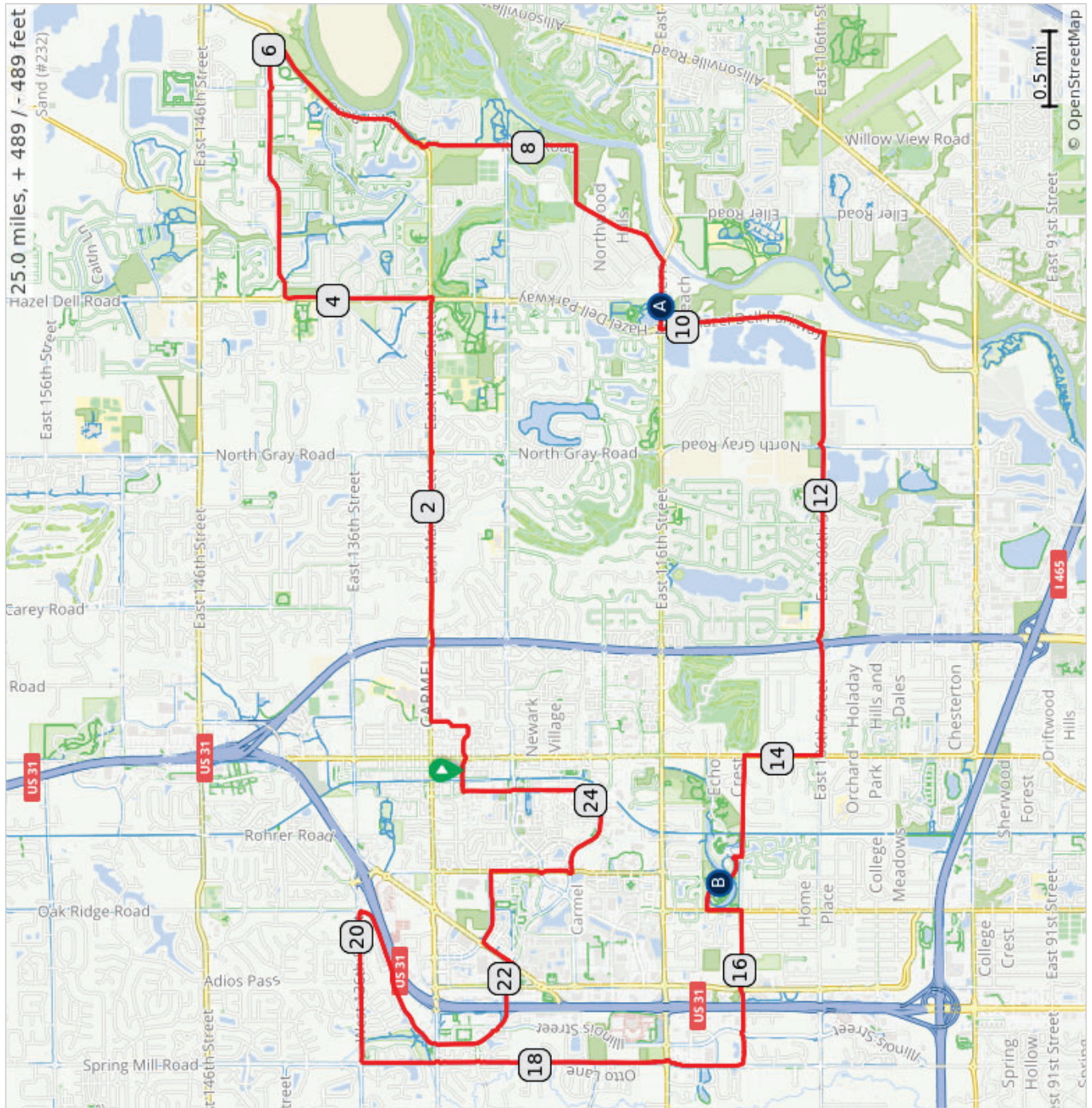
Date

Special Conditions: _____

Roundabout Ride 25 Mile



A.	CAUTION
B.	Rest Area - Monon Playground Parking Lot



Emergency 911 / Support 317-281-8479

Roundabout Ride 25 Mile

0.0		Start of route
0.1		At roundabout, take exit 2 onto Elm Street
0.4		R onto 3rd Avenue Southeast
0.6		R onto East Main Street
1.1		At the traffic circle, continue straight to stay on E Main St
2.3		At the traffic circle, continue straight to stay on E Main St
3.3		At the traffic circle, take the 3rd exit onto Hazel Dell Pkwy
4.3		At the traffic circle, take the 1st exit onto Cherry Creek Blvd
5.7		At the traffic circle, continue straight to stay on Cherry Creek Blvd
6.0		At the traffic circle, take the 1st exit onto River Rd
7.3		At the traffic circle, continue straight to stay on River Rd
8.3		River Rd turns R and becomes E 122nd St
8.7		Continue onto River Rd

8.7 miles. +145/-226 feet

9.4		R onto E 116th St
9.8		At the traffic circle, take the 3rd exit onto Hazel Dell Pkwy
10.9		R onto E 106th St
11.7		At the traffic circle, continue straight to stay on E 106th St
13.0		At the traffic circle, continue straight to stay on E 106th St
13.7		R onto Westfield Blvd
14.2		L onto E 111th St
14.9		R onto Central Park Dr S
14.9		At the traffic circle, take the 2nd exit onto Central Park Dr W
15.4		L onto College Avenue North
15.6		R onto East 111th Street
16.1		At the traffic circle, continue straight to stay on E 111th St
16.4		At the traffic circle, continue straight onto W 111th St
16.7		At the traffic circle, take the 1st exit onto Spring Mill Rd

8.0 miles. +191/-96 feet

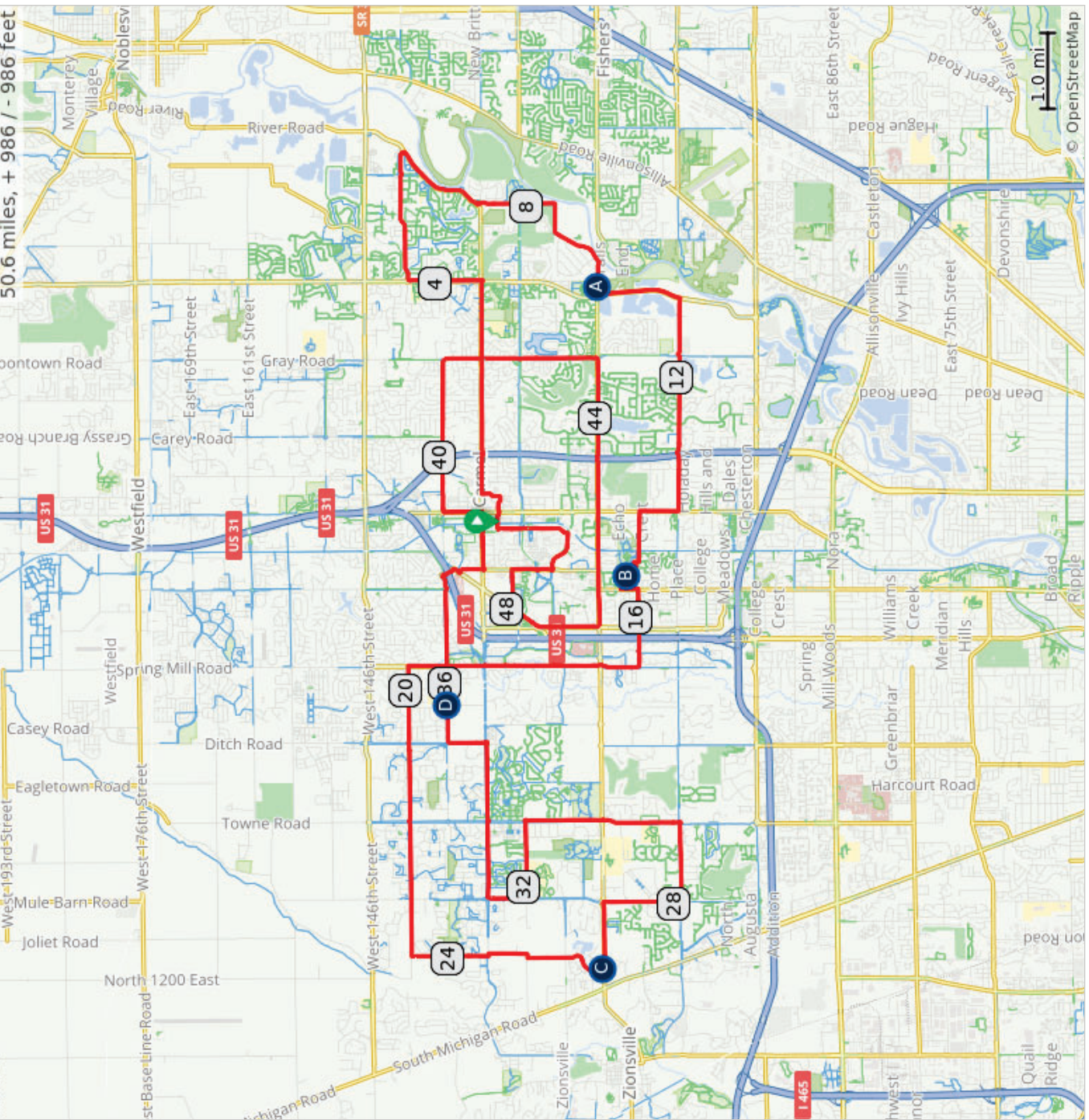
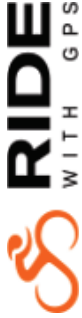
17.0		Slight R to stay on Spring Mill Rd
17.1		Enter the traffic circle
17.2		Exit the traffic circle onto Spring Mill Rd
18.2		Slight R to stay on Spring Mill Rd
18.4		At the traffic circle, continue straight to stay on Spring Mill Rd
18.7		At the traffic circle, continue straight to stay on Spring Mill Rd
19.2		R onto W 136th St
20.1		R onto N Illinois St
21.2		At the traffic circle, continue straight to stay on N Illinois St
21.6		At the traffic circle, take the 2nd exit onto W Carmel Dr
22.1		At the traffic circle, take the 3rd exit onto Old Meridian St
22.3		At roundabout, take exit 1 onto Grand Boulevard
22.8		R onto South Guilford Road

6.2 miles. +115/-124 feet

23.1		At the traffic circle, continue straight to stay on S Guilford Rd
23.3		At the traffic circle, take the 3rd exit onto W Carmel Dr
23.9		L onto 3rd Ave SW
24.5		At the traffic circle, continue straight to stay on 3rd Ave SW
24.9		R onto Elm St
25.0		End of route

2.2 miles. +21/-35 feet

Roundabout Ride 50 Mile



A.	CAUTION
B.	Rest Area - Monon Playground Parking Lot
C.	CAUTION
D.	Rest Stop - Smokey Row Elementary

Roundabout Ride 50 Mile

0.0		Start of route
0.1		At roundabout, take exit 2 onto Elm Street
0.5		R onto 3rd Avenue Southeast
0.6		R onto East Main Street
1.1		At the traffic circle, take the 2nd exit and stay on E Main St
2.4		At the traffic circle, continue straight to stay on E Main St
3.4		At the traffic circle, take the 3rd exit onto Hazel Dell Pkwy
4.4		At the traffic circle, take the 1st exit onto Cherry Creek Blvd
5.8		At the traffic circle, continue straight to stay on Cherry Creek Blvd
6.1		At the traffic circle, take the 1st exit onto River Rd
7.3		At the traffic circle, continue straight to stay on River Rd
9.4		R onto E 116th St
9.9		At the traffic circle, take the 3rd exit onto Hazel Dell Pkwy

9.9 miles. +153/-235 feet

11.0		R onto E 106th St
11.7		At the traffic circle, take the 2nd exit and stay on E 106th St
13.0		At the traffic circle, take the 2nd exit and stay on E 106th St
13.8		R onto Westfield Blvd
14.3		L onto E 111th St
14.9		R onto Central Park Dr S
15.0		At the traffic circle, take the 2nd exit onto Central Park Dr W
15.5		L onto College Avenue North
15.7		R onto East 111th Street
16.2		At the traffic circle, continue straight to stay on E 111th St
16.5		At the traffic circle, continue straight onto W 111th St
16.7		At the traffic circle, take the 1st exit onto Spring Mill Rd
17.2		At the traffic circle, take the 2nd exit and stay on Spring Mill Rd

7.3 miles. +183/-73 feet

18.4		At the traffic circle, continue straight to stay on Spring Mill Rd
18.7		At the traffic circle, take the 2nd exit and stay on Spring Mill Rd
19.2		ROUTE SPLIT Watch for the 25 / 50 mile route split here!
19.2		At the traffic circle, take the 1st exit and stay on Spring Mill Rd
19.7		At the traffic circle, take the 2nd exit onto W 141st St
20.7		At the traffic circle, take the 2nd exit and stay on W 141st St
21.7		At the traffic circle, take the 2nd exit and stay on W 141st St
23.5		L onto West Road
24.5		L onto W 131st St
24.5		R onto West Road
25.0		West Road turns R and becomes W 126th St
25.1		L onto West Road
26.2		L onto W 116th St

9.0 miles. +147/-125 feet

27.1		At the traffic circle, take the 1st exit onto Shelborne Rd
28.1		At the traffic circle, take the 3rd exit onto W 106th St
29.1		At the traffic circle, take the 3rd exit onto Towne Rd
30.1		At the traffic circle, take the 2nd exit and stay on Towne Rd
31.1		At the traffic circle, take the 2nd exit onto W 126th St
32.2		At the traffic circle, take the 1st exit onto Shelborne Rd
32.7		At the traffic circle, take the 1st exit onto W 131st St
33.6		At the traffic circle, take the 2nd exit onto W Main St
34.7		At the traffic circle, take the 2nd exit onto Ditch Rd
35.2		At the traffic circle, take the 1st exit onto W 136th St
36.2		At the traffic circle, take the 1st exit and stay on W 136th St
37.1		ROUTE SPLIT Watch for the 25 / 50 mile route split here!

10.9 miles. +120/-169 feet

37.2	↑	At the traffic circle, take the 1st exit and stay on W 136th St
37.4	↑	At the traffic circle, take the 1st exit onto Old Meridian St
37.5	↑	Continue onto Old Meridian St
37.6	↑	At roundabout, take exit 1 onto Old Meridian Street
37.6	↑	At roundabout, take exit 3 onto North Guilford Road
37.7	→	R onto North Guilford Road
38.0	←	At the traffic circle, take the 3rd exit onto West Main St
38.5	↑	At roundabout, take exit 2 onto West Main Street
38.7	←	L onto North Range Line Road
39.2	↑	At roundabout, take exit 1 onto East 136th Street
39.9	↑	At the traffic circle, take the 2nd exit onto E 136th St/E Smokey Row Rd
40.3	↑	At the traffic circle, take the 1st exit and stay on E 136th St/E Smokey Row Rd

3.1 miles. +103/-107 feet

49.0	↑	At the traffic circle, take the 3rd exit onto W Carmel Dr
49.6	←	L onto 3rd Ave SW
50.2	↑	At the traffic circle, continue straight to stay on 3rd Ave SW
50.5	→	R onto Elm St
50.6	📍	End of route

1.8 miles. +19/-30 feet

41.2	↑	At the traffic circle, take the 1st exit onto Gray Rd
41.7	↑	At the traffic circle, continue straight to stay on Gray Rd
42.2	↑	At the traffic circle, take the 2nd exit and stay on Gray Rd
43.2	→	R onto E 116th St
44.5	↑	At the traffic circle, take the 2nd exit and stay on E 116th St
46.7	→	At the traffic circle, take the 1st exit onto Pennsylvania Street
47.3	↑	At the traffic circle, continue straight to stay on N Pennsylvania St
47.5	↑	At the traffic circle, take the 1st exit onto Old Meridian St
47.8	↑	At the traffic circle, take the 2nd exit and stay on Old Meridian St
48.0	↑	At roundabout, take exit 1 onto Grand Boulevard
48.5	→	R onto South Guilford Road
48.8	↑	At the traffic circle, take the 2nd exit and stay on S Guilford Rd

8.6 miles. +176/-132 feet



SPECIAL EVENT / FACILITY USE REQUEST

Request submission date: 03/23/2026

Department Review:

MAC: yes, 03/10/2026

ENG: **no response**

CPD: yes, 3/10/20/2026

CFD: yes, 03/10/2026

STREETS:

PARKS: yes 03/10/2026

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

☐ Civic Square Fountain Area

☐ Monon & Main Plaza

☐ Reflecting Pool

☐ Civic Square Gazebo / Lawn

☒ Midtown Plaza

☐ Other

◦ Please click [here](#) to request [the Carter Green or East Patio](#).

2. EVENT DETAILS

Event Purpose &

Description: *

Provide a brief description of event

live music, single musician or duet every wensdays 6p.m-9p.m

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

☒ Yes ☐ No

Event Date Start *

4/1/2026

Per the City of Carmel Special Event/Facility Use Policy, requests must be received at least 60 days prior to the event.

Event Date End *

11/30/2026

If multiple dates, please list

Set-Up time: *

5:00:00 PM

Tear Down time: *

9:00:00 PM

End Time

Event Start

time: *

6:00:00 PM

Event End time: *

9:00:00 PM

Rehearsal

☐ No ☐ Yes

Rehearsal Date:

Rehearsal Start:

Rehearsal Start Time:

Rehearsal End:

Rehearsal End Time:

Number of People

35

Expected: *

Fees?

Will a Fee be charged for this event? If yes, please describe below.

☐ Yes ☒ No

2. STREET(S) REQUESTED:



**Neighborhood
Name/Streets to be
closed**

Include addresses as appropriate

Upload Map

An easy to read, color map of the area is required with submission.

Type of Closure:

- ☐ Rolling closure
- ☐ Total closure
- ☐ Lane restrictions - explain below
- ☐ Other - explain below
- ☐ N/A

Explain lane restrictions needed and other needed below:

**Further Info for type
of closure**

3. SPECIAL REQUESTS:



Requests:

- ☐ Electricity
- ☐ Fountain Restroom - Fountain/Gazebo
- ☐ Reflecting Pool Restrooms
- ☐ N/A
- ☐ Other

4. CITY SERVICES NEEDED: Mark all that apply



City Services Needed

- ☐ Cones/Barricades (signed agreement required)
- ☐ Detour/Traffic Redirection Signs (signed agreement required)
- ☐ Emergency Medical Services (EMS) (Extra fees may apply)
- ☐ Extra Patrol During Event (when available)
- ☐ Traffic Control (Extra fees may apply)
- ☐ On-site Security (Assigned off-duty CPD officers, extra fees will apply)
- ☐ No Parking Signs (Pick up at Carmel Police Department)
- ☐ Trash Trailer (\$150 fee may be applied for use)
- ☐ N/A
- ☒ Other

5. EVENT SET UP:



☒ Stage

Size of Stage

☐ Tent(s) – If placing a tent over the entire green space at Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368). Otherwise, you may use the vendor of your choice.

Size of Tent (s) (Tents 20 x 20 or larger require inspection by Carmel Fire Department, 317-571-2600)

☐ Bounce House

☐ N/A

☐ Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

6. VENDORS:

Vendors

- ☐ Vendors Present
- ☐ Food Served (May be subject to Hamilton County Health Department Inspection)
- ☐ Alcohol Served (Please see Section R under "General Terms and Conditions" in the Special Event/Facility Use Policy)
- ☒ N/A

7. CONTACT INFORMATION:

Contact Person *

Jeff Blair

Email *

jeffblair088@gmail.com

Phone Number: *

8082717304

Cell Number:

8082717304

Name/Organization:

35-2837921

Address

Street Address

350 Veterans Way, suite 150

Address Line 2

350 Veterans Wy, suite 150, Carmel, IN,

City

Carmel

Postal / Zip Code

46032

State / Province / Region

in

Country

United States

Organization Type: *

For-Profit Organization

Residency

Is the Organization based within the City of Carmel city limits?

☒ Yes

☐ No

SECURITY DEPOSIT AND FEE:

A refundable Security Deposit in the amount of **\$100** for any applicant located or residing **within** Carmel city limits or a non-refundable event fee in the amount of **\$150** for any applicant located or residing **outside** of Carmel city limits must be received prior to application review or processing.

Payment may be made online using a credit or debit card at <https://www.govpaynow.com> . PLC #a0026j, calling the Govpay call center at 1-888-604-7888 (give them PLC#) or in the form of a certified check or money order made payable to the City of Carmel. (Mail to: Carmel City hall, Attn: Lobby Desk, 1 Civic Square, Carmel, IN 46032)

DISCLAIMER:

The Carmel Board of Public Works and Safety reserves the right, in its sole discretion, to deny any facility use request and/or revoke any previously granted request to use a City facility for any lawful reason.

Acknowledgement and Agreement

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH SPECIAL EVENT/FACILITY USE POLICY

I have read and understand the City of Carmel, Indiana ("City") [Special Event/Facility Use Policy](#) and agree to be bound by all the terms and conditions set forth therein.

I will leave the City facility I use in the same condition that it was immediately prior to my use thereof. I agree to pay for any damage, repair or clean-up costs incurred by the City as a result of my use of a City facility.

I hereby certify that I, and the organization I represent, if applicable, agree to be bound by the City's Special Event/Facility Use Policy and by any addition conditions or restrictions placed upon my/our use of a City facility by the Board. I understand that the Board has the right to deny, alter or revoke my request for the use of a City facility for any lawful reason. I and/or my organization also agree to indemnify and hold harmless the City of Carmel and all of its directors, officers, employees, agents and affiliates from any claims of whatever nature (whether foreseeable or not) arising from or in connection with this Application for any damages, costs or expenses incurred directly or indirectly as a result of my/our use of the City-owned facility and/or property.

Age Confirmation * ☒ I confirm that I am 18 years of age or older.

Special Event/Facility Use Policy * ☒ By selecting this box, I hereby acknowledge that I have read and fully understand the City of Carmel, Indiana ("City") Special Event/Facility Use Policy and agree to be bound by all the terms and conditions set forth therein.

Fork and ale House
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Jeff Blair -Owner
Printed Name and Title (If applicable)

*

808-271-7304
Phone Number (Required)

350 Veterans Way, Suite 150, Carmel, IN 46032
Address of Organization/Applicant

2/23/2026
Date

Submit

City of Carmel Use Only

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____

RESOLUTION NO. BPW 03-18-26-01

**A RESOLUTION OF THE CITY OF CARMEL, INDIANA BOARD OF PUBLIC WORKS
AND SAFETY APPROVING THE DONATION AND TRANSFER OF PROPERTY BY
THE CITY OF CARMEL TO PATRICKSBURG COMMUNITY VOLUNTEER FIRE
DEPARTMENT AND WALTON FIRE DEPARTMENT**

WHEREAS, Patricksburg Community Volunteer Fire Department (“Patricksburg”) and Walton Fire Department (“Walton”) (collectively “Agencies”) are Indiana public safety agencies; and

WHEREAS, the Agencies are seeking additional firefighting equipment to assist with public safety activities in their jurisdictions; and

WHEREAS, the City of Carmel, Indiana (“City”) desires to assist the Agencies by donating and transferring, collectively, 3000 feet of 1.5-inch hose (60 sections), thirty-eight (38) 1.5-inch nozzles, twenty-six (26) 2.5-inch nozzles, and two (2) foam expansion tubes (the “Property”) to the Agencies; and

WHEREAS, the Agencies shall, by and through their duly authorized representatives, enter into the "Acknowledgment of Donation/Transfer; Release of Liability Form", which is attached hereto and incorporated herein by this reference as Exhibit A, and return a fully executed copy of the same to the City prior to taking physical possession of the applicable Property; and,

WHEREAS, the City will donate and transfer, and the Agencies shall accept the donation and transfer of the applicable Property in “as is” condition, with no guarantees or warranties as to the fitness of same for any particular purpose or use, or otherwise, and the Agencies shall, upon receipt of the applicable Property, thereafter be solely responsible and liable for the operation and maintenance of same; and

WHEREAS, the City agrees to donate and transfer the Property to the Agencies subject to the terms and conditions of this Resolution.

IT IS THEREFORE RESOLVED THAT:

1. The foregoing Recitals are fully incorporated herein by this reference.
2. The donation and transfer of 2000 feet of 1.5-inch hose (40 sections), thirty (30) 1.5-inch nozzles, twenty-six (26) 2.5-inch nozzles, and two (2) foam expansion tubes by the City to Patricksburg is hereby approved pursuant to and in accordance with the terms of this Resolution.
3. The donation and transfer of 1000 feet of 1.5-inch hose (20 sections) and eight (8) 1.5-inch nozzles by the City to Walton is hereby approved pursuant to and in accordance with the terms of this Resolution.
4. The Agencies shall accept the applicable Property in the state and condition in which it presently exists and without any express or implied warranty as to such Property’s condition or fitness for any intended use whatsoever.

5. The Agencies shall hold harmless the City of Carmel, Indiana, and its respective officers, officials, employees, attorneys, agents, successors and assigns, and shall indemnify the same for any and all liability that may arise from or as a result of the Property or any use thereof on and after the date on which this Resolution is executed.
6. The Carmel Fire Department is authorized to take whatever lawful actions are necessary to transfer the Property as resolved herein.

SO AGREED.

CITY OF CARMEL, INDIANA

By and through its Board of Public Works and Safety

BY:

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date: _____

ACKNOWLEDGMENT OF DONATION/TRANSFER; RELEASE OF LIABILITY FORM

KNOW ALL BY THESE PRESENTS, that the City of Carmel, Indiana, by and through its Board of Public Works and Safety ("City"), and pursuant to Resolution No. BPW 03-18-26-01, the same being incorporated herein by this reference (the "Resolution"), in consideration for the arranging the delivery and transfer of donated property, and other good and valuable consideration, has agreed to donate to _____ ("Agency") all of the City's rights and interest in and to certain donated property, as is more particularly described in the Resolution, on the terms and conditions set forth therein. The donation and transfer of the Property is made on an "as is" basis, with no express or implied warranties being made by the City relating to the Property, its condition and/or usefulness, including but not limited to, warranties of merchantability or fitness for a particular purpose.

Agency hereby releases and forever discharges and agrees to indemnify and hold harmless the City, its officers, officials, employees, attorneys, and agents, and their successors and assigns, from and against any and all claims, demands, actions, causes of action, liabilities, losses, and/or expenses whatsoever, including, but not limited to, reasonable attorney's fees, arising out of or incurred with respect to the donation, transfer, and/or use of the Property from this date forward, including but not limited to, its condition, operation and/or use by Agency and/or any subsequent owners or users thereof.

ALL WARRANTIES OF QUALITY OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARE EXPRESSLY EXCLUDED. THE PROPERTY IS DONATED AND TRANSFERRED "AS IS," "WHERE IS" AND WITH ALL FAULTS, WITHOUT ANY REPRESENTATION OR WARRANTY BY CITY.

The undersigned hereby represents and certifies that they have full power and authority to execute this Acknowledgment of Donation/Transfer; Release of Liability Form.

IN WITNESS WHEREOF, Agency has executed this Acknowledgment of Donation/ Transfer; Release of Liability Form this ____ day of _____, 2026.

AGENCY NAME

By:

Signature

Printed Name

Title

March 6, 2026

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

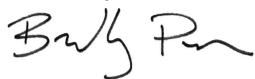
**RE: STORMWATER TECHNICAL STANDARDS WAIVER – SMOKY ROW ELEMENTARY -
900 W 136TH STREET**

Dear Board Members:

Pete Rankovich, with TLF Engineers, has requested a waiver from the Stormwater Technical Standards Manual in association with the Smoky Row Elementary courtyard project proposed at 900 W 136th Street (exhibit attached).

The Department of Engineering, in review of the proposed conditions and design standards, has determined that the waivers requested are valid given the existing site constraints involved with the project and recommend approval.

Sincerely,



Bradley Pease, P.E.
City Engineer



January 29, 2026

John Thomas
City of Carmel Engineering
1 Civic Square
Carmel, IN 46032

Re: Smoky Row Elementary School Additions and Renovations Project
(PZ-2025-00183 & SW-2025-00029)
Emergency Stormwater Routing - Waiver Request

Dear Mr. Thomas,

Carmel Clay Schools are proposing a building addition to the existing Smoky Row Elementary School currently under TAC review under Project PZ-2025-00183 & SW-2025-00029 that creates an interior open-air courtyard enclosed on all four sides by a building wall.

During the TAC Review, Comment #56 from the City of Carmel Engineering Department directed the project to request a waiver for not having an overland "Emergency Flow Path" out of the courtyard. The project team therefore requests a waiver from City of Carmel Stormwater Technical Standards (Chapter 300, Section 302.11) since no overland emergency flood routing from a confined courtyard can be created. Please take into consideration that the courtyard was designed with several storm inlet structures, and a trench drain, reducing the chances in case one or more become temporarily obstructed. The storm sewer pipes conveying flow from the courtyard were designed to accommodate a 100-year storm event, which exceeds the 10-year storm event design standard.

Carmel Clay Schools Corporation agrees to inspect and maintain the storm sewer system within the courtyard to ensure potential flooding is reduced and agrees to absolve the City of Carmel of any and all liability resulting from an emergency flood routing scenario in this area.

We hope you will consider and approve our waiver request. Please do not hesitate to call or email with any questions.

Thank you,

Pete M. Rankovich, PE
Senior Project Manager
prankovich@tlf-engineers.com
317-506-6298

Cc: Toby Steele, Tabitha Hughes (Carmel School Corp)
Kurt Sivilich (Fanning Howey)

March 6, 2026

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

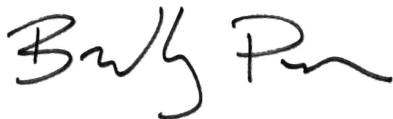
RE: 711 S RANGELINE RD – MAGNOLIA BLOCK A - REPLAT

Dear Board Members:

Derek Snyder with Crossroad Engineers has requested a replat of Block A in the Magnolia development be placed on the Board of Public Works and Safety agenda for approval and signatures.

The plat has been reviewed and signed by the Department of Community Services and reviewed by the Department of Engineering with approval. Therefore, I recommend the Board approve and sign this plat.

Sincerely,



Bradley Pease, P.E.
City Engineer

ATTACHMENT: MYLAR PLAT

March 6, 2026

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

RE: 1260 FAIRFAX MANOR DR –THE TWELVE AT GRAND AND MAIN BLOCK 3A- REPLAT

Dear Board Members:

Gehan Mendis with American Structurepoint, Inc. has requested a replat of Block 3A in the Grand and Main development be placed on the Board of Public Works and Safety agenda for approval and signatures.

The plat has been reviewed and signed by the Department of Community Services and reviewed by the Department of Engineering with approval. Therefore, I recommend the Board approve and sign this plat.

Sincerely,



Bradley Pease, P.E.
City Engineer

ATTACHMENT: MYLAR PLAT

March 11, 2026

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

RE: WAIVER OF BPW RESOLUTION NO. 04-28-17-01 – DUKE ENERGY – EAST 126TH STREET

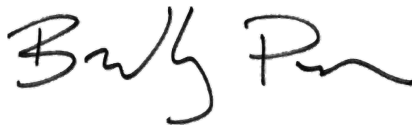
Dear Board Members:

Duke Energy is requesting a waiver from the City's Buried Utility District requirements (BPW Resolution No. 04-28-17-01) to install a new mid-span pole in line with existing aerial electric lines (exhibit attached). The pole is needed to provide a riser location for new service connections.

The Department of Engineering, in review of the proposed requested waiver, has determined that the waiver is valid and recommends approval of the waiver conditioned upon the following:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Any damage to the existing improvements within the right of way of and City of Carmel roadway shall be restored to the satisfaction of the City when work is completed.
- Access to all adjoining properties shall be maintained at all times.
- The petitioner shall be responsible for coordinating relocation of all utility lines attached to the poles and complete removal of any retired or replaced poles.
- The petitioner acknowledges that this waiver is for the items described above only.
- The petitioner acknowledges that the approval of this waiver does not guarantee approval of any future waiver requests for this or any other project.

Sincerely,



Bradley Pease, P.E.
City Engineer



USP: CARMEL (425) CIRCUIT 1201 (12.47/7.2 KV)
1) RECLOSER ON POLE 057-140
2) SUBSTATION CARMEL (425) NEAR
811 N RANGELINE RD. CARMEL IN 46032
CARMEL SOUTHEAST (444) CIRCUIT 1252 (12.47/7.2KV)
1) SUBSTATION LOCATED NEAR
11499 N GRAY RD. CARMEL IN, 46033

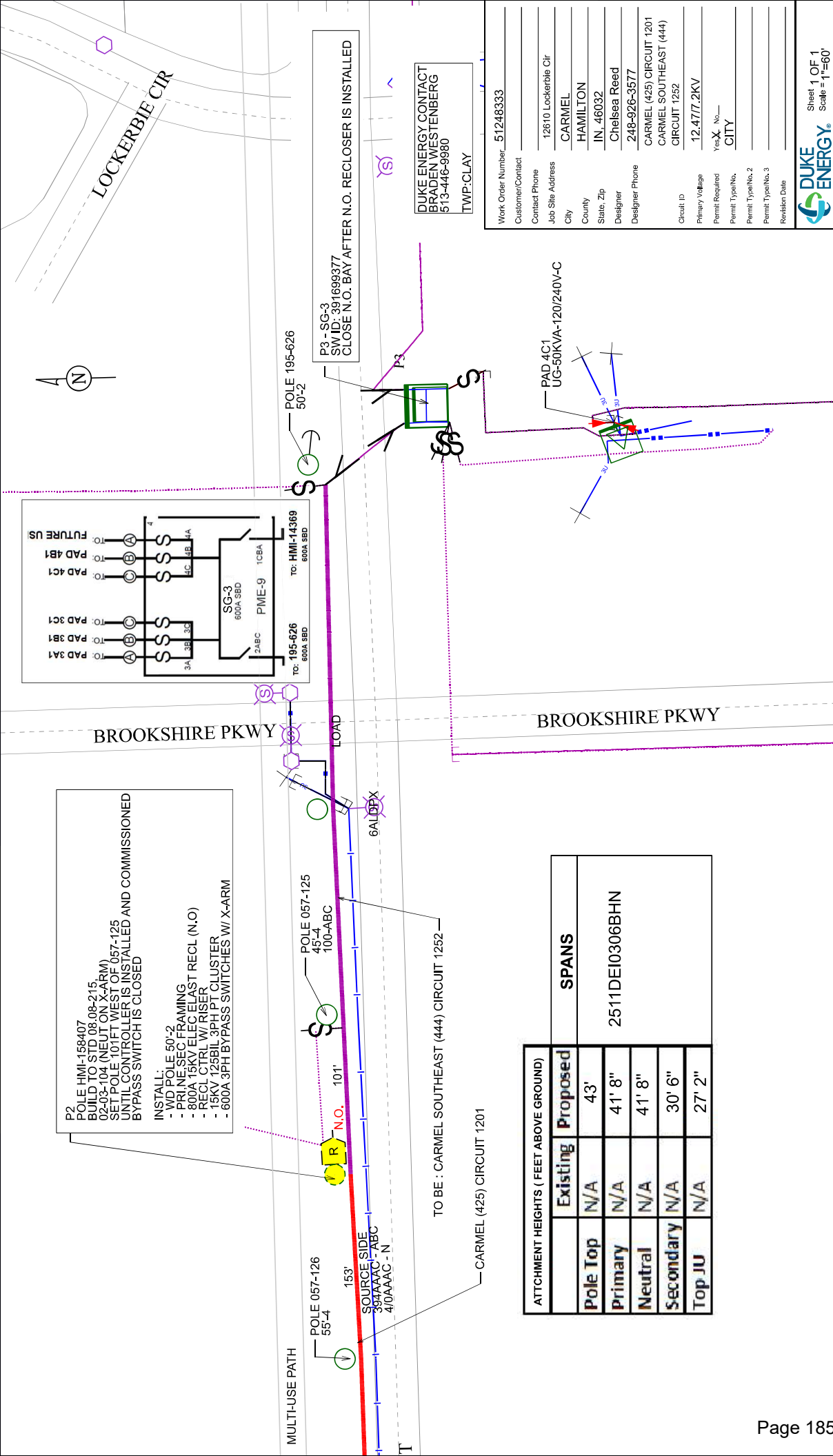


Safety Reminders / Adverse Conditions
MECH ACCESS REQUIRED



Work Zone General Comments:

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



DUKE ENERGY CONTACT
BRADEN WESTENBERG
513-446-9980
TWP:CLAY

Work Order Number	51248333
Customer/Contact	
Contact Phone	
Job Site Address	12610 Lockerbie Cir
City	CARMEL
County	HAMILTON
State, Zip	IN, 46032
Designer	Chelsea Reed
Designer Phone	248-926-3577
	CARMEL (425) CIRCUIT 1201
	CARMEL SOUTHEAST (444)
Circuit ID	CIRCUIT 1252
Primary Voltage	12.47/7.2KV
Permit Required	Yes ☒ No ☐
Permit Type/No.	CITY
Permit Type/No. 2	
Permit Type/No. 3	
Revision Date	

ATTACHMENT HEIGHTS (FEET ABOVE GROUND)		SPANS
Existing	Proposed	
Pole Top	N/A	43'
Primary	N/A	41' 8"
Neutral	N/A	41' 8"
Secondary	N/A	30' 6"
Top JU	N/A	27' 2"

AERIAL WAIVER-DUKE- E 126th ST

Final Audit Report

2026-03-11

Created:	2026-03-11
By:	Caleb Warner (cwarner@carmel.in.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGjYJ8ufvtc1_zn5HO4UrBiuDEFmFzrrv

"AERIAL WAIVER-DUKE- E 126th ST" History

-  Document created by Caleb Warner (cwarner@carmel.in.gov)
2026-03-11 - 1:38:17 PM GMT
-  Document emailed to Bradley Pease (bpease@carmel.in.gov) for signature
2026-03-11 - 1:38:35 PM GMT
-  Email viewed by Bradley Pease (bpease@carmel.in.gov)
2026-03-11 - 1:46:19 PM GMT
-  Document e-signed by Bradley Pease (bpease@carmel.in.gov)
Signature Date: 2026-03-11 - 1:46:29 PM GMT - Time Source: server
-  Agreement completed.
2026-03-11 - 1:46:29 PM GMT

March 11, 2026

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

RE: WAIVER OF BPW RESOLUTION NO. 04-28-17-01 – DUKE ENERGY – BEXHILL DRIVE

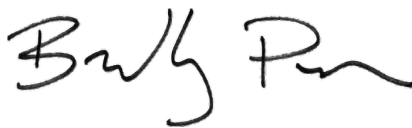
Dear Board Members:

Duke Energy is requesting a waiver from the City's Buried Utility District requirements (BPW Resolution No. 04-28-17-01) to replace 2 existing utility poles near 25 Bexhill Drive (exhibit attached). These pole replacements are typical maintenance of the existing aerial electric distribution network.

The Department of Engineering, in review of the proposed requested waiver, has determined that the waiver is valid and recommends approval of the waiver conditioned upon the following:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Any damage to the existing improvements within the right of way of and City of Carmel roadway shall be restored to the satisfaction of the City when work is completed.
- Access to all adjoining properties shall be maintained at all times.
- The petitioner shall be responsible for coordinating relocation of all utility lines attached to the poles and complete removal of any retired or replaced poles.
- The petitioner acknowledges that this waiver is for the items described above only.
- The petitioner acknowledges that the approval of this waiver does not guarantee approval of any future waiver requests for this or any other project.

Sincerely,



Bradley Pease, P.E.
City Engineer

USP: CARMEL (425) CIRCUIT 1201 (12.47/7.2KV)
1) SUBSTATION NEAR 811 N RANGELINE RD, CARMEL, IN 46032
CARMEL (425) CIRCUIT 1203 (12.47/7.2KV)
1) RECLOSER ON POLE 192-680
2) SUBSTATION NEAR 811 N RANGELINE RD, CARMEL, IN 46032



Zoom out (Ctrl+Minus key)

nders / Adverse Conditions

: TRAFFIC FLAGGING REQUIRED
: MECH ACCESS REQUIRED



Work Zone General Comments:

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

P2 POLE 086-897
(40'-4)
BUILD TO STD SCM.04-003

REMOVE
- 35'-5 WD POLE
- PRI/NEUT/SEC FRAMING

INSTALL
- 40'-4 WD POLE
- PRI/NEUT/SEC FRAMING

NOTE: DUKE TO RPL AT&T OWNED POLE

ALWYNE RD

CARMEL (425) 1203
(12.47/7.2KV)

LOAD

183'

POLE 184-522
30'-7

SOURCE
336 AAC ABC
394 AAAC N
(2) OWS #2 CU

CARMEL (425) 1201
(12.47/7.2KV)

POLE 196-731
45'-4

POLE 086-896
35'-5

P1 POLE 086-898
(45'-3)
BUILD TO STD 08,08-215 AND SIM TO EXISTING 03,11-116
W/ 3PH ODE ON XARM AND N ABOVE ON TANG BRACKET
INSTALL RECLOSER AS N.O. SWITCH (SCM.04-012)

REMOVE:
- 45'-3 WD POLE
- 3PH UA DISC SWITCH
- PRI/NEUT/SEC FRAMING

INSTALL:
- 45'-2 WD POLE
- 800A 15KV ELEC ELAST RECL
- 15KV 125BIL 3PH PT CLUSTER
- 600A 3PH BYPASS SWITCH W/ XARM
- RECLOSER CONTROL W/ RISER
- ANTENNA
- PRI/NEUT/SEC FRAMING

NOTE: DUKE TO RPL AT&T OWNED POLE

184-523
35'-5

E MAIN ST

P3 POLE 196-732
(45'-3)
BUILD TO STD SCM,04-001 & 06,08-100

REMOVE
- 40'-4 WD POLE
- PRI/NEUT/SEC FRAMING
- OH TF 50KVA - A

INSTALL
- 45'-2 WD POLE
- PRI/NEUT/SEC FRA
- OH TF 50KVA - A

Attachment Heights (Feet Above Ground)			SPANS
	Existing	Proposed	
Pole Top	37' 6"	38' 6"	2312DEI0350BHN
Primary	34' 6"	36' 1"	2312DEI0351ATT
Neutral	37'	38' 1"	
Secondary	27' 6" & 26' 6"	24' 6" 23' 6" & 22' 6"	
Top JU	21' 6"	19' 2"	

DUKE ENERGY CONTACT:
BRANDON WESTENBERG
513-446-9980
TWP: CLAY

Work Order Number	51248334
Customer/Contact	
Contact Phone	25 Bexhill Dr
Job Site Address	CARMEL
City	HAMILTON
County	IN, 46032
State, Zip	Paul Huravltch
Designer	248-255-4843
Designer Phone	CARMEL (425)
	CIRCUIT 1201
	CARMEL (425)
	CIRCUIT 1203
Circuit ID	12.47/7.2 KV
Primary Voltage	Yes ☒ No ☐
Permit Required	CITY
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Revision Date	



Sheet 1 OF 1
Scale = 1"=60'

AERIAL WAIVER-DUKE-BEXHILL POLE REPLACEMENTS

Final Audit Report

2026-03-11

Created:	2026-03-11
By:	Caleb Warner (cwarner@carmel.in.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3wIhVCjraMK56DsRqtpE868AhgSI8kRr

"AERIAL WAIVER-DUKE-BEXHILL POLE REPLACEMENTS" History

-  Document created by Caleb Warner (cwarner@carmel.in.gov)
2026-03-11 - 1:16:25 PM GMT
-  Document emailed to Bradley Pease (bpease@carmel.in.gov) for signature
2026-03-11 - 1:16:51 PM GMT
-  Email viewed by Bradley Pease (bpease@carmel.in.gov)
2026-03-11 - 1:45:57 PM GMT
-  Document e-signed by Bradley Pease (bpease@carmel.in.gov)
Signature Date: 2026-03-11 - 1:46:11 PM GMT - Time Source: server
-  Agreement completed.
2026-03-11 - 1:46:11 PM GMT