



City of Carmel

CARMEL BOARD OF PUBLIC WORKS MEETING AGENDA

WEDNESDAY, APRIL 15, 2026 - 10:00 AM
COUNCIL CHAMBERS/CITY HALL/ONE CIVIC SQUARE

1. MEETING CALLED TO ORDER

2. MINUTES

- a. **Minutes from the April 1, 2026, Regular Meeting.**

3. BID OPENINGS AND AWARDS

- a. **Bid Opening for 2026 Vehicle Accessories and Equipment;** Chief Drake Sterling, Carmel Police Department
- b. **Bid Opening for 26-STR-03 Additional Paving;** Matt Higginbotham, Street Commissioner
- c. **Bid Opening for 106th and Westfield Water Main Extension;** Lane Young, Director of Utilities
- d. **Qualifications Award for Comprehensive Safety Action Plan—Safe Streets and Roads;** Brad Pease, Director of Engineering

4. CONTRACTS

- a. **Request for Purchase of Goods and Services; Pyrotecnico Fireworks, Inc.;** (\$79,500.00); **2026 Fireworks Display; Additional Services Amendment;** Kelly Douglas, Director of Marketing & Community Relations

5. REQUEST TO USE CITY STREETS/PROPERTY

- a. **Request to Use Midtown Plaza and Use/Close City Streets; Java House x ECR; April 24, 2026; 4:00 PM to 7:30 PM;** Mackenzie Newman, Java House
- b. **Request to Use Midtown Plaza; Special Request to Use Electricity; Coffee on the Monon; May 1, 2026; 7:00 AM to 10:00 AM;** Tierra Bush, City of Carmel
- c. **Request to Use Civic Square Gazebo and Lawn; Special Request to Use Restrooms; Girl Scout Outreach Program; May 2, 2026; 12:00 PM to 3:00 PM;** Sarah Nale, Girl Scouts of America

- d. **Request to Use Midtown Plaza; Arrow McLaren Kick Off; May 4, 2026; 2:00 PM to 11:00 PM;** Jade Singleton, Arrow McLaren
- e. **Request to Use Civic Square Gazebo and Lawn; Special Request to Use Fountain Restroom; Fallen Officers Memorial; May 6, 2026; 12:00 PM to 8:00 PM;** Dawn Fisher, Carmel Police Dept
- f. **Request to Use Civic Square Gazebo and Lawn; Special Request to Use Electricity; Get Moving in May; May 8, 2026; 10:00 AM to 12:00 PM;** Tierra Bush, City of Carmel
- g. **Request to Use Gazebo, Monon Trail, and Anthony's Plaza; Get Moving in May - Walk with the Mayor; May 29, 2026; 2:00 PM to 4:00 PM;** Tierra Bush, City of Carmel
- h. **Request to Use City Streets; (Amendment to Approved Application; Originally Approved March 4, 2026); Baaret Wedding March; June 19, 2026; 8:00 AM to 1:00 PM;** Usnal Gill, A Panache Affair

6. OTHER

- a. **Request for Stormwater Technical Standards Waiver; Smoky Row Elementary, 900 W 136th Street;** TLF Engineers
- b. **Request for Grant of Stormwater Quality Management Easement; Private Pond, 4455 W 126th Street;** Property Owners
- c. **Request for Stormwater Technical Standards Waiver; Gramercy Parcels E &F - Golfview Drive & Kinzer Avenue;** Kimley-Horn and Associates, Inc.
- d. **Request for Consent to Encroach; 13133 Brooks Landing Place;** Property Owners

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: May 6, 2026



City of Carmel

CARMEL BOARD OF PUBLIC WORKS MEETING MINUTES

WEDNESDAY, APRIL 1, 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, and Deputy Clerk Jessica Dieckman.

MINUTES

Minutes from the March 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 an item as an Add-On. Board Member Barlow seconded. Add-On Approved 2-0.

***Bid Award for City of Carmel Police Vehicles 2026;** Major Ryan Jellison, Carmel Police Department, recommended awarding the bids to Kelley Auto Group for Vehicle #3 and Vehicle #4, \$81,976.00, John Jones Chrysler Dodge Jeep Fiat for Vehicle #5, Vehicle #6 and Vehicle #8, \$132,165.00, and Bloomington Ford Inc. for Vehicle #1, Vehicle #2, and Vehicle #7, \$130,186.50, as they were the lowest bids and most responsive. Board Member Potasnik moved to approve. Board Member Barlow seconded. Bid Award Approved 2-0.*

TABLED ITEMS

***Bid Award for 26-STR-02 Paving;** Board Member Potasnik moved to take the Bid Award from the table. Board Member Barlow seconded. Approved 2-0.*

Ryan Murt, Street Department, recommended awarding the bid to Howard Asphalt, llc d/b/a Howard Companies, \$6,341,446.73, as they were the lowest bid and most responsive. Board Member Potasnik moved to approve. Board Member Barlow seconded. Bid Approved 2-0.

32

33 **CONTRACTS**

34 *Resolution NO. BPW 04-01-26-01; A Resolution of the Board of Public Works and*
35 *Safety of the City of Carmel Acknowledging Agreement between City Board Member*
36 *Potasnik moved to approve. Board Member Barlow seconded. Resolution Approved*
37 *2-0.*

38

39 *Request for Purchase of Goods and Services; Bloomington Ford, Inc.;*
40 *(\$130,186.50); 2026 Dodge Ram, 2026 Ford Explorer, and 2026 Nissan Pathfinder;*
41 *Board Member Potasnik moved to approve. Board Member Barlow seconded. Request*
42 *Approved 2-0.*

43 *Request for Purchase of Goods and Services; John Jones Chrysler Dodge Jeep Fiat;*
44 *(\$132,165.00); 2026 Chevrolet Traverse (2 each) and 2026 Chevrolet Tahoe (1 each);*
45 *Additional Services Amendment #1; Board Member Potasnik moved to approve.*
46 *Board Member Barlow seconded. Request Approved 2-0.*

47 *Request for Purchase of Goods and Services; Kelly Automotive Group, LLC;*
48 *(\$81,976.00); 2026 Jeep Grand Cherokee Laredo and 2026 Chevrolet Silverado;*
49 *Additional Services Amendment #2; Board Member Potasnik moved to approve. Board*
50 *Member Barlow seconded. Request Approved 2-0.*

51 *Request for Utility Easement Agreement between City of Carmel and Vendor; Duke*
52 *Energy Indiana, LLC; (\$123,258.26); 22-ENG-09 West Main Street; Board Member*
53 *Potasnik moved to approve. Board Member Barlow seconded. Request Approved 2-0.*

54 *Request for Professional Services; JQOL, Inc.; (\$169,045.00); 22-ENG-03 116th St &*
55 *Hoover Rd Roundabout Inspection; Board Member Potasnik moved to approve. Board*
56 *Member Barlow seconded. Request Approved 2-0.*

57 *Request for Purchase of Goods and Services; Howard Asphalt, LLC d/b/a Howard*
58 *Companies; (\$6,341,446.73); 26-STR-02 2026 Street Paving; Board Member Potasnik*
59 *moved to approve. Board Member Barlow seconded. Request Approved 2-0.*

60 *Request for Purchase of Goods and Services; Blue Tank & Pump, LLC; (\$72,007.65);*
61 *126th Bypass Proposal; Board Member Potasnik moved to approve. Board Member*
62 *Barlow seconded. Request Approved 2-0.*

63 *Request for Purchase of Goods and Services; Insituform Technologies USA, LLC;*
64 *(\$519,995.65); Cool Creek Interceptor 36-Inch CIPP Proposal; Board Member*
65 *Potasnik moved to approve. Board Member Barlow seconded. Request Approved 2-0.*

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

67 *Request for Noise Ordinance on Private Property; Wedding Ceremony Fireworks; May*
68 *2, 2026; 4:00 PM to 11:00 PM; Board Member Potasnik moved to deny. Board*
69 *Member Barlow seconded. Request Denied 2-0.*

70 *Request to Use Civic Square Gazebo and Lawn; Special Request to Use Electricity;*
71 *Community Blood Drive Event; May 14, 2026; 7:00 AM to 1:00 PM; Board Member Potasnik*
72 *moved to approve. Board Member Barlow seconded. Request Approved 2-0.*

73 *Request to Use Civic Square Gazebo and Lawn; Special Request to Use Electricity and*
74 *Fountain Restrooms; Graduation Party; May 23, 2026; 10:00 AM to 7:00 PM; Board*
75 *Member Potasnik moved to approve. Board Member Barlow seconded. Request*
76 *Approved 2-0.*

77 *Request to Use Civic Square Fountain Area, Gazebo, and Lawn; Additional Request to*
78 *Use/Close City Streets, Special Request to Use Electricity and Fountain Restrooms;*
79 *Gazebo Concert Series; May 27, 2026, through September 9, 2026 (Special Rain Dates*
80 *September 16, 23, 30, 2026); 3:00 PM to 10:00 PM; Board Member Potasnik moved to*
81 *approve. Board Member Barlow seconded. Request Approved 2-0.*

82 *Request to Use Carter Green; Carmel Pride Rainbow Run; June 7, 2026; 8:00 AM to*
83 *10:00 AM; Board Member Potasnik moved to approve. Board Member Barlow seconded.*
84 *Request Approved 2-0.*

85 *Request for Noise Ordinance on Private Property; Wedding Ceremony Fireworks; June*
86 *20, 2026; 3:00 PM to 11:00 PM; Board Member Potasnik moved to deny. Board Member*
87 *Barlow seconded. Request Denied 2-0.*

88 *Request to Use Midtown Plaza; Special Request to Use Electricity; The Indiana Wind*
89 *Symphony Jazz Ensemble; August 9, 2026; 5:00 PM to 8:00 PM; Board Member*
90 *Potasnik moved to approve. Board Member Barlow seconded. Request Approved 2-0.*

91 **OTHER**

92 *Request for Aerial Waiver of BPW Resolution NO. 04-28-17-01; 12412 Gray Road; Board*
93 *Member Potasnik moved to approve. Board Member Barlow seconded. Request*
94 *Approved 2-0.*

95 *Request for Consent to Encroach; 1853 Braeburn; Board Member Potasnik moved to*
96 *approve. Board Member Barlow seconded. Request Approved 2-0.*

97 *Request for Consent to Encroach; 12631 Enclave Court; Board Member Potasnik moved to*
98 *approve. Board Member Barlow seconded. Request Approved 2-0.*

99 *Request for Consent to Encroach; 14471 Smickle Lane; Board Member Potasnik moved to*
100 *approve. Board Member Barlow seconded. Request Approved 2-0.*

101 *Request for Grant of Drainage Easement; 121 Winona Drive; Board Member Potasnik*
102 *moved to approve. Board Member Barlow seconded. Request Approved 2-0.*

103 *Request for Dedication and Deed of Public Right of Way; 721 1st Ave NE; Board Member*
104 *Potasnik moved to approve. Board Member Barlow seconded. Request Approved 2-0.*

105 *Request for Replat; 11005 Cornell Street; Board Member Potasnik moved to approve.*
106 *Board Member Barlow seconded. Request Approved 2-0.*

107 *Request for Water Line Easement Agreement; Christina M Aloisio & Kathy A Henry; 2110*
108 *E 96th Street; Board Member Potasnik moved to approve. Board Member Barlow*
109 *seconded. Request Approved 2-0.*

110
111 *Uniform Conflict of Interest; Board Member Potasnik moved to acknowledge. Board Member*
112 *Barlow seconded. Acknowledgment Approved 2-0.*

113 **ADD-ONS**

114 **ADJOURNMENT**

115 *Board Member Barlow adjourned the meeting at 10:17 AM*

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119 **APPROVED:**

120 _____
Jacob Quinn – City Clerk

121

122

123 _____

124 *Chairwoman Laura Campbell*

125

126

127 **ATTEST:**

128 _____

129 *Jacob Quinn – City Clerk*

Pyrotecnico Fireworks, Inc.
Marketing & Community Relations Department - 2026
Appropriation #1203 101 43-590.03 Fund; P.O. #119470
Contract Not To Exceed \$79,500.00

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

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES (“Agreement”) entered into by and between the City of Carmel and Pyrotecnico Fireworks, Inc., (the “Vendor”), as City Contract dated June 19, 2024 shall amend the terms of 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 Amendment as follows:

CITY OF CARMEL, INDIANA
by and through its Board of Public
Works and Safety

Pyrotecnico Fireworks, Inc.

By:

By:

Laura Campbell, Presiding Officer

Lynn Ann Hamed
Authorized Signature

Date: _____

Lynn Ann Hamed
Printed Name

James Barlow, Member

Corporate Secretary
Title

Date: _____

FID/TIN: 25-1700772

Alan Potasnik, Member

Date: _____

Date: March 26, 2026

ATTEST:

Jacob Quinn, Clerk

Date: _____



PYROTECNICO FIREWORKS INC.

This Fireworks Display Agreement ("Agreement") entered into this on 03/04/2026 by and between PYROTECNICO FIREWORKS, INC. ("Pyrotecnico") and City of Carmel, IN (CUSTOMER).

Pyrotecnico, for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER Fireworks Display(s) and related services ("Fireworks Display"), including the services of Pyrotecnico's on-site representative to take charge of and perform the Fireworks Display under the supervision and direction of the CUSTOMER. The Firework Display to be given on 07/04/2026 (the "Display Date"), weather permitting.

The offer contained in this Agreement is only valid if it is signed and returned to Pyrotecnico by 04/01/2026 ("Expiration Date"). Pricing and availability are only guaranteed as long as Pyrotecnico receives the signed Agreement by the Expiration Date. Customer agrees to pay Pyrotecnico the sum of \$79,500.00 (the "Contract Price"). Pyrotecnico will invoice CUSTOMER a deposit of \$39,750.00 due 04/01/2026 and the final balance shall be due Net 30 from the Display Date. A service fee of 1 ½% per month shall be added if the account is not paid in full within 30 days of the Display Date. CUSTOMER agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by Pyrotecnico for any amount due under this Agreement. The Contract Price is based on the regulations and laws in effect at the time of execution of this Agreement. If any change in law (including, but not limited to, new or increased tariffs, duties, taxes, import restrictions, or other governmental regulations) materially increases the cost of the Fireworks Display, Pyrotecnico shall have the right to adjust the Contract Price to reflect such increased costs. Pyrotecnico shall provide CUSTOMER with written notice of any such adjustment, including reasonable documentation supporting the increased costs. CUSTOMER shall have five (5) days from receipt of such notice to accept the revised Contract Price. If CUSTOMER does not accept the revised Contract Price within this period, Pyrotecnico may, at its sole discretion, suspend performance of the Fireworks Display until the parties negotiate, in good faith, reasonable adjustments to the Contract Price or or revise the Fireworks Display to account for the increased costs. Nothing in this provision shall obligate Pyrotecnico to absorb any increased costs resulting from changes in law, tariffs, or other governmental actions beyond its control.

Pyrotecnico and CUSTOMER agree that should inclement weather prevent the performance of the Fireworks Display on the Display Date, the parties shall agree to a mutually convenient alternate date, within three (3) months of the Display Date. If the show is rescheduled prior to Pyrotecnico's truck leaving the facility, CUSTOMER shall remit to Pyrotecnico an additional \$11,925.00 for additional expenses in presenting the Fireworks Display on an alternate date. If the show is rescheduled after Pyrotecnico's truck leaves the facility, CUSTOMER shall remit to Pyrotecnico an additional \$31,800.00 for additional expenses incurred. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of Pyrotecnico. In the event the CUSTOMER does not choose to reschedule another date or cannot agree to a mutually convenient date, Pyrotecnico shall be entitled to \$39,750.00.

Pyrotecnico agrees to furnish all necessary fireworks display materials and personnel for fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. Should this display require any Union, permit, or fire department related costs; their fees are not included in the Contract Price.

CUSTOMER will timely secure and provide the following: (a) Sufficient area for the display, including a minimum spectator set back distance of 400 FEET at all points from the discharge area, as reflected in the attached site plan, and that this discharge area shall not have any unauthorized personnel or vehicles; (b) Funds for all permits, licenses, and approvals as required by local, state and federal laws for the Fireworks Display; (c) Protection of the display area by roping-off or similar facility; (d) Adequate personnel protection to prevent spectators from entering display area; (e) Directly secure, confirm, and pay for 24-hour security of the set-up and discharge areas at the Display Site, if required, beginning upon the arrival of Pyrotecnico's fireworks product through the completion of the Fireworks Display; (f) Search of the fallout area at first light following a nighttime display; and (g) Provide credit as "Fireworks by Pyrotecnico" in all advertising and marketing materials.

Pyrotecnico will maintain general liability, property damage, transportation and workers compensation insurance. All those entities/individuals who are listed on the certificate of insurance, provided by Pyrotecnico, will be deemed to be an additional insured on such policy. This insurance coverage specifically does not include coverage for any independent acts of negligence of any additional insured.

CUSTOMER shall indemnify, defend and hold harmless Pyrotecnico and its shareholders, directors, officers, employees, agents, representatives and insurers from any and all demands, claims, causes of action, judgments or liability (including the costs of suit and reasonable attorneys' fees) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the negligence or willful misconduct of CUSTOMER or its employees, agents, contractors or representatives, (b) the failure of CUSTOMER to comply with its obligations under this Agreement, or (c) any claims or actions arising out of Pyrotecnico's use of the show site. This Agreement contains the entire agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised or terminated in writing, executed by the Party against which enforcement is asserted. The parties hereto do mutually and severally guarantee terms, conditions, and obligations under this Agreement to be binding upon the parties, themselves, their successors and assigns.

SIGNATURES TO FOLLOW ON NEXT PAGE

PYROTECNICO :

CUSTOMER:

By (sign): _____

By (sign) : _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: 299 Wilson Road

Address: _____

New Castle PA 16101

Phone: (724) 652-9555

Phone: _____

Email: _____

CONTACT/INSURANCE INFORMATION FORM

Pyrotecnico Fireworks Display Agreement 2026
Customer Initials: _____

You must return this form with your signed Agreement for the Certificate of Insurance to be issued, and for the permit application to be completed and submitted. If information isn't applicable, please state such by indicating "N/A".

Legal Entity Contracting Pyrotecnico: City of Carmel

Primary Point of Contact Name: Rob Brown

Phone: 317-727-8160 Email: rob@lonbrownins.com

Billing Address: 1 Civic Square

City, State & Zip: Carmel, IN 46032

Accounts Payable Contact: Megan McVicker

Accounts Payable Email: mmcvicker@carmel.in.gov

Display Date(s): July 4, 2026 Display Start Time(s): 9:45 pm ET

Rain Date(s): None

Day-of-Display Contact Name: Rob Brown

Day-of-Display Mobile Phone Number: 317-727-8160

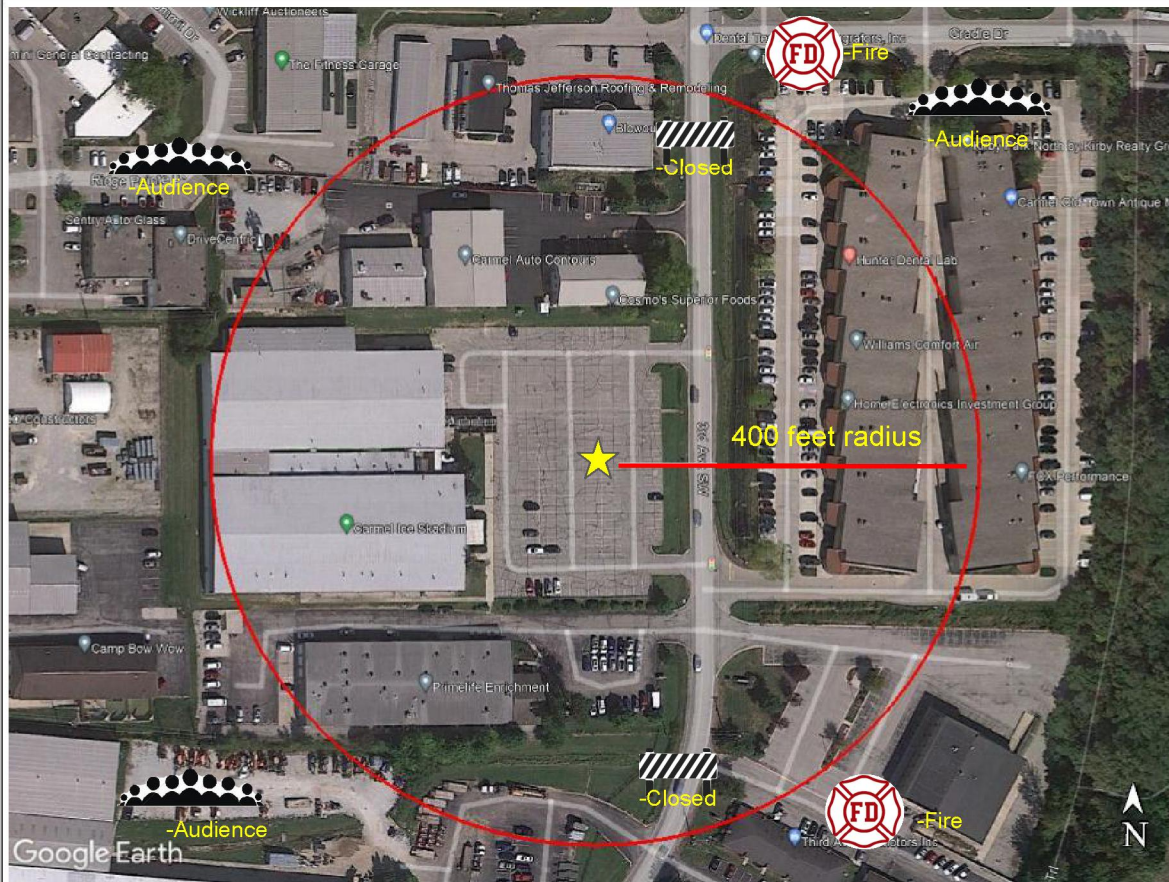
Day-of-Display Email: rob@lonbrownins.com

Display Site Location(s) and Address(es): Carmel Ice Skadium, 1040 3rd Ave, Carmel, IN 46032; see attached map

If Pyrotecnico has produced a show at this site, has the geography changed (i.e, new structures, new terrain, etc.)? If yes, please describe:

If Applicable - Additionally Insured Entities (The "Customer Name" shall automatically be listed as an Additional Insured):

City of Carmel; Carmel Rotary. Please see Exhibit C in original contract for coverage specifications



City of Carmel, IN
DISPLAY SITE PLAN
 Display Date: 7/4/25

VENUE
 Carmel Ice Stadium
 1040 3rd Ave.
 Carmel, IN 46032

LAT / LONG
 39°57'53.48" N
 86°07'53.48" W

NOTES
 -Site plan drawn to approx. scale using NFPA 1123'
 -Roaming Personnel to secure fallout zone on all four sides
 -No Healthcare, detention or correctional facilities within distance required by NFPA 1123. No asylum, church, hospital, license childcare, or open school is within 800' of firing site.
Date Created: 10/10/2023

 -Firing Site
  -Audience
  -Fire
  -Closed

Created by: Jonathan Gesse

 -Safety Fallout Zone
  -400' Radius
 5" Maximum Device Per NFPA 70 feet' Per Inch, exceeds by 50 feet





CITY OF CARMEL, INDIANA

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

PURCHASE ORDER NUMBER

119470

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
3/12/2026			376386	FIREWORKS DISPLAY

PYROTECNICO FIREWORKS INC	COMMUNITY RELATIONS
<i>VENDOR</i> 299 WILSON ROAD	<i>SHIP TO</i> 1 CIVIC SQ
NEW CASTLE, PA 16101 -	Carmel, IN 46032-

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
108992				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
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Department: 1203 Fund: 101 General Fund

Account: 43-590.03

1 Each	FIREWORKS DISPLAY	\$79,500.00	\$79,500.00
		Sub Total	\$79,500.00

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
- *THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, AC AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THER

PAYMENT

\$79,500.00

* 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

Kelly Douglas
Director

Ann Bingman
Deputy CFO/Controller

TITLE

CONTROL NO. **119470**



SPECIAL EVENT / FACILITY USE REQUEST

Request submission date: 03/30/2026

Department Review:

MAC: yes, 04/03/2026

CFD: yes 03/31/2026

ENG: NO RESPONSE

STREETS: yes 04/01/2026

CPD: yes 04/03/2026

PARKS: yes 04/01/2026

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

My name is Mackenzie Newman, and I work at Java House on the INDYCAR sponsorship team. I am reaching out about the possibility of hosting an event at the plaza area in Midtown specifically in the area located in front of Sun King and across the street of Java House.

To celebrate this exciting partnership and build anticipation for the upcoming month of May we are wanting to host another Java House x ECR event appearance at our mid-town Java House location on Friday, April 24th from 5-7 p.m. To further enhance the event and engage a wider audience, we envision utilizing the plaza space to display both ECR show cars driven by Alexander Rossi & Ed Carpenter.

The event would feature a DJ in our space, 3 INDYCAR drivers, Alexander Rossi, Christian Rasmussen and Ed Carpenter inside the Java House location signing autographs and taking photographs with fans.

We believe this type of event would generate significant foot traffic to the plaza and the surrounding businesses, creating a engaging atmosphere! We would appreciate the opportunity to discuss the feasibility of hosting another event on the plaza. Please let us know if this is something Carmel would consider, and if so, what the necessary steps and potential requirements would be.

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

Yes No

Event Date Start *

4/24/2026

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 *

4/24/2026

If multiple dates, please list

Set-Up time: *

4:00:00 PM

Tear Down time: *

7:30:00 PM

End Time

Event Start time: *

5:00:00 PM

Event End time: *

7:00:00 PM

Rehearsal

No Yes

Number of People Expected: *

150

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

W Elm Street

Include addresses as appropriate

Upload Map

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

Java House Midtown Road Close.jpg

109.67KB

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

Close from 4:30 - 7:30 p.m. W Elm St

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

Barricades *

Please note the number of Barricades needed

8

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

Java House, ECR

Name of Merchants(s) doing the setup

3175096419

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?

1

7. CONTACT INFORMATION:



Contact Person *

Mackenzie Newman

Email *

mackenzie.newman@heartlandfpg.com

Phone Number: *

3175096419

Cell Number:

Name/Organization:

Java House

Address

Street Address	
14390 Clay Terrace Blvd	
Address Line 2	
Suite 205	
City	State / Province / Region
Carmel	IN
Postal / Zip Code	Country
46032	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:



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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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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.

Java House
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Mackenzie Newman | Brand Activations
Manager
Printed Name and Title (If applicable)

*

317-509-6419
Phone Number (Required)

14390 Clay Terrace Blvd Suite 205
Carmel, IN 46032
Address of Organization/Applicant

3/30/2026
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

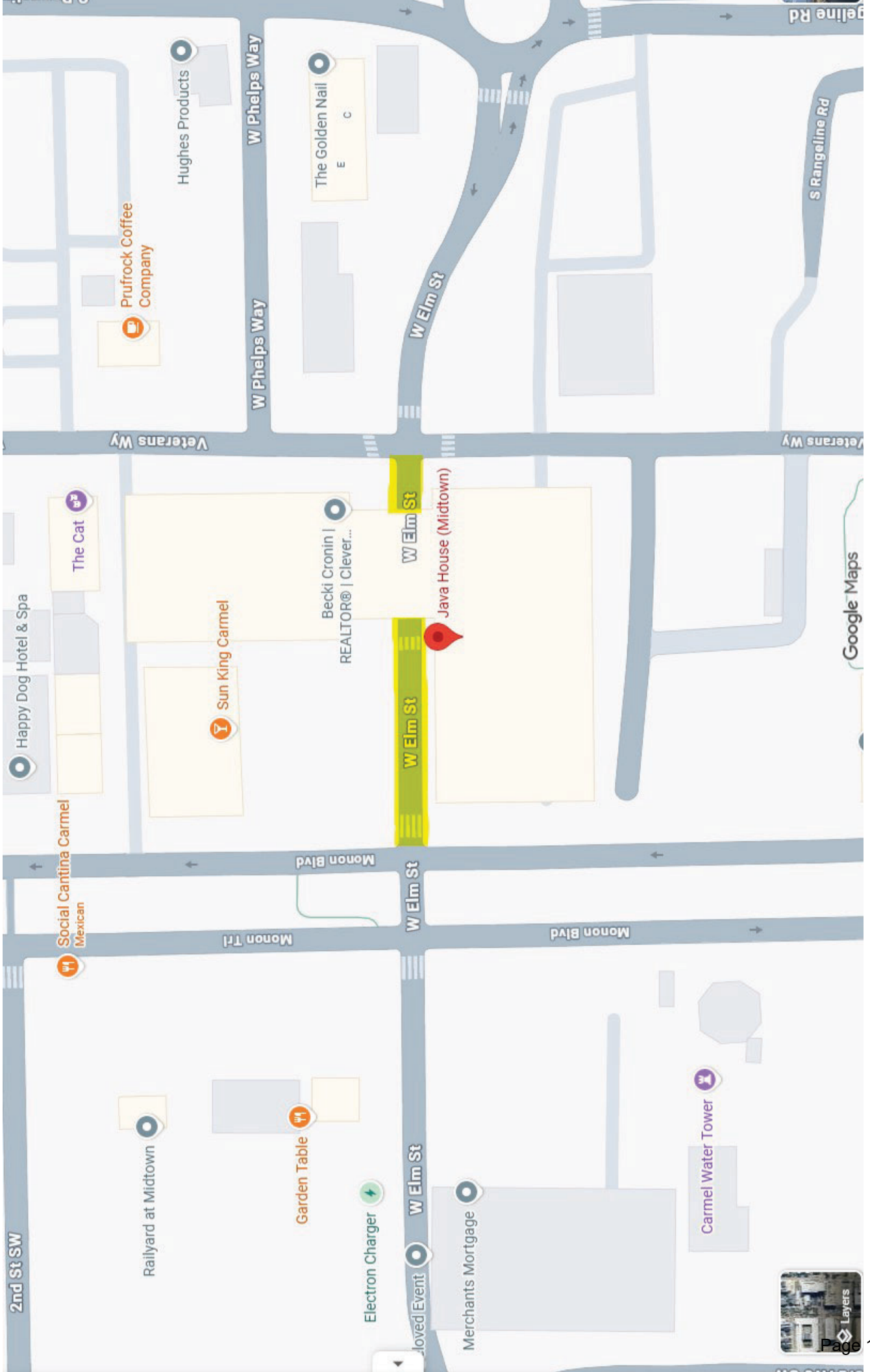
Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____





SPECIAL EVENT / FACILITY USE REQUEST

Request submission date: 03/01/2026

Department Review:

MAC: yes 04/03/2026

CFD: yes 03/31/2026

ENG: **NO RESPONSE**

STREETS: yes 04/01/2026

CPD: yes 04/03/2026

PARKS: yes 04/01/2026

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

Bike Carmel has partnered with the Carmel Caffeine Trail to encourage and thank, bicycle commuters for riding to work.

This event is held at Midtown Plaza on May 1, 2026 to kick-off the spring season.

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

Yes No

Event Date Start *

5/1/2026

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 *

5/1/2026

If multiple dates, please list

Set-Up time: *

7:00:00 AM

Tear Down time: *

10:00:00 AM

End Time

Event Start time: *

8:00:00 AM

Event End time: *

10:00:00 AM

Rehearsal

No Yes

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 N/A
Include addresses as appropriate

Upload Map An easy to read, color map of the area is required with submission.
Coffee on the Monon Location.pdf 247.94KB

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 * Tierra Bush

Email * tbush@carmel.in.gov

Phone Number: * 3176182799

Cell Number:

Name/Organization: City of Carmel

Address

Street Address

1 Civic Square

Address Line 2

City

Carmel

Postal / Zip Code

46032

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.

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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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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.

City of Carmel
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Tierra R. Bush
Printed Name and Title (If applicable)

*

3176182799
Phone Number (Required)

1 Civic Square
Carmel, IN 46032
Address of Organization/Applicant

3/31/2026
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

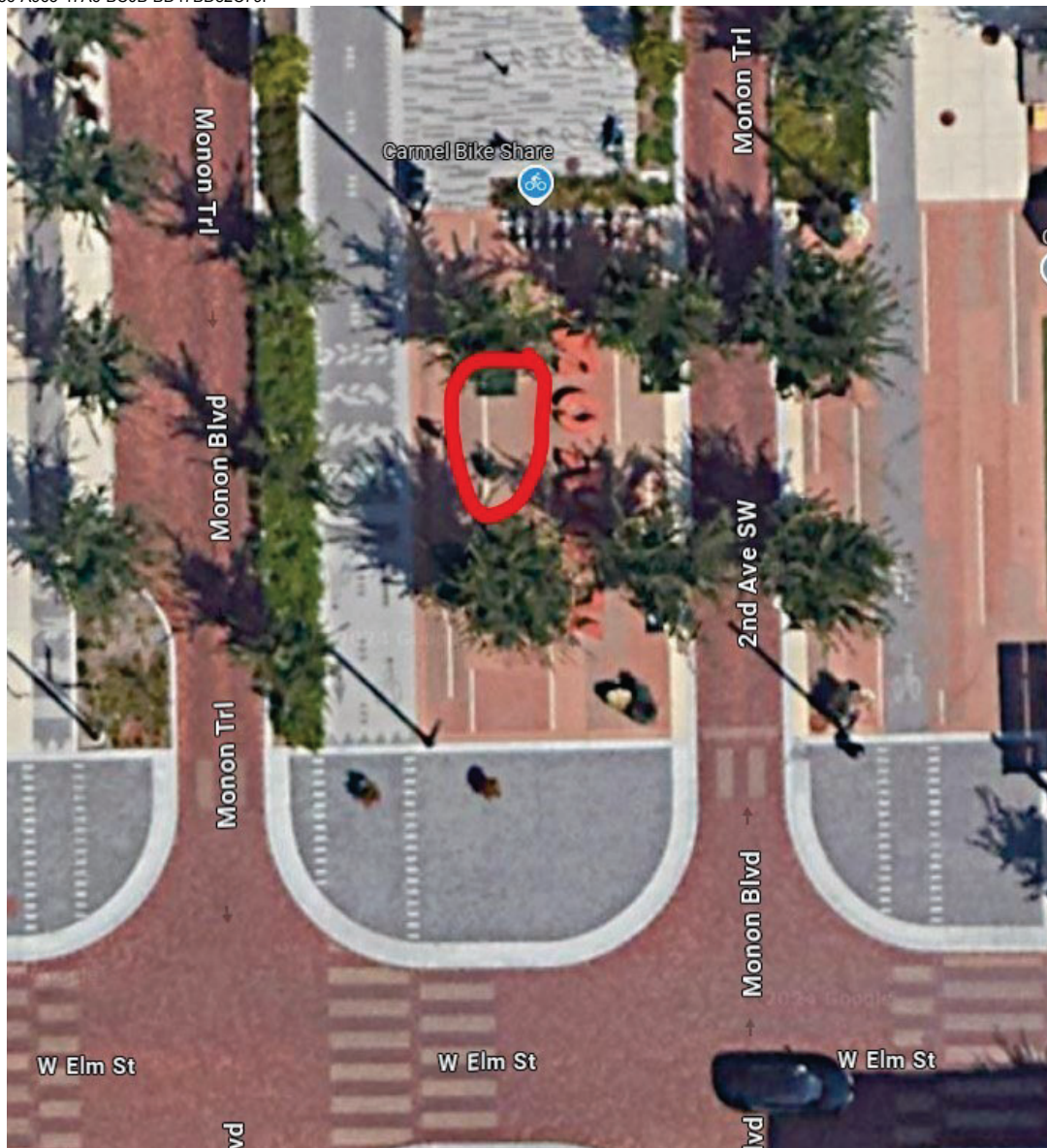
Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____





SPECIAL EVENT / FACILITY USE REQUEST

Request submission date: 04/03/2026

Department Review:

MAC: yes, 04/06/2026

ENG: **NO RESPONSE**

CPD: Yes, 04/06/2026

CFD: **NO RESPONSE**

STREETS: yes 04/04/2026

PARKS: **NO RESPONSE**

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

Civic Square Fountain Area

Monon & Main Plaza

Reflecting Pool

Civic Square Gazebo / Lawn

Midtown Plaza

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

Girl Scout outreach program: From 1–2 PM, we will host a program for Girl Scouts where they will earn their Marvella Patch. From 2–3 PM, GSCI CEO Deana Potterf will join Mayor Finkam for a community catch on the North Lawn of City Hall.

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

Yes No

Event Date Start *

5/2/2026

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 *

5/2/2026

If multiple dates, please list

Set-Up time: *

12:00:00 PM

Tear Down time: *

3:00:00 PM

End Time

Event Start time: *

1:00:00 PM

Event End time: *

3:00:00 PM

Rehearsal

No Yes

Rehearsal Date:

5/2/2026

Rehearsal Start:

12:00:00 PM

Rehearsal Start Time:

AM/PM* PM

Rehearsal End:

1:00:00 PM

Rehearsal End Time:

AM/PM* PM

Number of People Expected:* 50

Fees?

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

Yes No

Fees (cont'd)

Purpose of fee

\$2 to cover patch and snack included in the event

2. STREET(S) REQUESTED:



Neighborhood Name/Streets to be closed

NA
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 NA

3. SPECIAL REQUESTS:



Requests:

- Electricity
- Fountain Restroom - Fountain/Gazebo
- Reflecting Pool Restrooms
- N/A
- Other Available restroom if possible

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 * Sarah Nale

Email * snale@girlscoutsindiana.org

Phone Number: * 7655326247

Cell Number:

Name/Organization: Girl Scouts of Central Indiana

Address

Street Address

7201 Girl Scout Lane

Address Line 2

City

Indianapolis

Postal / Zip Code

46214

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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Mayor's Office

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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.

Sarah Nale
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Sarah Nale
Printed Name and Title (If applicable)

*

7655326247
Phone Number (Required)

7201 Girl Scout Lane
Indianapolis, IN 46214
Address of Organization/Applicant

4/3/2026
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: 03/27/2026

Department Review:

MAC: yes 04/03/2026

ENG: NO RESPONSE

CPD: yes, 04/03/2026

CFD: yes 03/31/2026

STREETS: yes 04/01/2026

PARKS: NO RESPONSE

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

Civic Square Fountain Area

Monon & Main Plaza

Reflecting Pool

Civic Square Gazebo / Lawn

Midtown Plaza

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

Arrow McLaren is hosting an event to kick-off the month of May inviting our team employees, friends, family, and fans. We will be utilizing Sun King Brewery to host the event, but are looking to rent out the Midtown Plaza space to utilize as well.

Food and beverages would all be provided via Sun King Brewery, in their facility.

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

Yes No

Event Date Start *

5/4/2026

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 *

5/4/2026

If multiple dates, please list

Set-Up time: *

2:00:00 PM

Tear Down time: *

11:00:00 PM

End Time

Event Start time: *

5:00:00 PM

Event End time: *

8:00:00 PM

Rehearsal

No Yes

Number of People Expected: * 400

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 Showcar Placement in plaza

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 Arrow McLaren Show Car

Arrow McLaren

Name of Merchants(s) doing the setup

7756244915

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 * Jade Singleton

Email * jade.singleton@arrowmclaren.com

Phone Number: * 7756244915

Cell Number:

Name/Organization: Arrow McLaren IndyCar

Address

Street Address

7615 Zionsville Rd

Address Line 2

City

Indianapolis

Postal / Zip Code

46268

State / Province / Region

IN

Country

United States

Organization Type: * Individual

Residency

Is the requestor a citizen of the City of Carmel?

- 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.

Arrow McLaren / Jade Singleton
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Jade Singleton / Senior Specialist,
Experiential Marketing
Printed Name and Title (If applicable)

*

775-624-4915
Phone Number (Required)

7615 Zionsville Rd, Indianapolis IN, 46268
Address of Organization/Applicant

3/27/2026
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: 03/30/2026

Department Review:

MAC: yes, 04/03/20206

CFD: yes, 03/31/20206

ENG: **NO RESPONSE**

STREETS: yes, 04/01/2026

CPD: yes, 04/03/20206

PARKS: yes, 04/01/2026

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

Hamilton County Law Enforcement Memorial- honoring fallen police officers

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

Yes No

Event Date Start *

5/6/2026

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 *

5/6/2026

If multiple dates, please list

Set-Up time: *

12:00:00 PM

Tear Down time: *

8:00:00 PM

End Time

Event Start time: *

7:00:00 PM

Event End time: *

8:00:00 PM

Rehearsal

No Yes

Rehearsal Date:

Rehearsal End:

Rehearsal Start:

Rehearsal Start Time:

Rehearsal End Time:

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 1000 S Rangeline RD
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 White chairs will be set up in the grass
- unsure yet
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 * Dawn Fisher

Email * dfisher@carmel.in.gov

Phone Number: * 3175712720

Cell Number: 3174994469

Name/Organization: Carmel Police Dept

Address

Street Address

1000 S Rangeline RD

Address Line 2

City

Westfield

Postal / Zip Code

46074

State / Province / Region

Indiana

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)

DISCLAIMER:

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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.

Dawn Fisher- Carmel Police Dept
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Dawn Fisher -Community Relations
Printed Name and Title (If applicable)

*

3174994469
Phone Number (Required)

Address of Organization/Applicant

3/25/2026
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: 03/18/2026

Department Review:

MAC: yes 04/03/2026

ENG: **NO REPSONSE**

CPD: yes, 04/03/2026

CFD: yes, 03/31/2026

STREETS: yes04/01/2026

PARKS: yes04/01/2026

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 &

Provide a brief description of event

Description: *

Get Moving in May is part of the national Move with the Mayor initiative, focused on promoting mental well-being through physical activity. Throughout the month, we will host and highlight events across the community that encourage healthy habits and active lifestyles.

Yoga at the Gazebo is presented in partnership with Fire & Flow Yoga, inviting participants to the lawn for a relaxing midday session of meditation and stretching.

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

Yes No

Event Date Start *

5/8/2026

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 *

5/8/2026

If multiple dates, please list

Set-Up time: *

10:00:00 AM

Tear Down time: *

12:00:00 PM

End Time

Event Start time: *

11:00:00 AM

Event End time: *

12:00:00 PM

Rehearsal

No Yes

Number of People Expected: *

30

Fees?

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

Yes No

2. STREET(S) REQUESTED:



Neighborhood N/A
Name/Streets to be closed Include addresses as appropriate

Upload Map An easy to read, color map of the area is required with submission.
Yoga_Gazebo.png 649.87KB

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 in Gazebo is requested

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 * Tierra Bush

Email * tbush@carmel.in.gov

Phone Number: * 3176182799

Cell Number:

Name/Organization: City of Carmel

Address

Street Address

1 Civic Square

Address Line 2

City

Carmel

Postal / Zip Code

46032

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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Acknowledgement and Agreement

Mayor's Office

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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.

City of Carmel
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Tierra R. Bush
Printed Name and Title (If applicable)

*

3176182799
Phone Number (Required)

1 Civic Square
Carmel, IN 46032
Address of Organization/Applicant

3/18/2026
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: 03/18/2026

Department Review:

MAC: yes 04/03/2026

ENG: **NO RESPONSE**

CPD: yes, 04/03/2026

CFD: yes,03/31/2026

STREETS: yes 04/01/2026

PARKS: yes 04/01/2026

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

- Civic Square Fountain Area
- Monon & Main Plaza
- Reflecting Pool

- Civic Square Gazebo / Lawn
- Midtown Plaza
- Other

Gazebo, Monon Trail, Anthony's Plaza

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

2. EVENT DETAILS

Event Purpose & Description: *

Provide a brief description of event

Get Moving in May is part of the national Move with the Mayor initiative, focused on promoting mental well-being through physical activity. Throughout the month, we will host and highlight events across the community that encourage healthy habits and active lifestyles.

The Move with the Mayor Walk is now in its third year. We invite employees and community members to join us for a walk along the Monon, beginning at City Hall and ending at Monon & Main (Anthony's Plaza). After the walk, enjoy a treat and connect with local vendors.

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

- Yes No

Event Date Start *

5/29/2026

Event Date End *

5/29/2026

If multiple dates, please list

Set-Up time: *

2:00:00 PM

Tear Down time: *

4:00:00 PM

End Time

Event Start time: *

3:00:00 PM

Event End time: *

4:00:00 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 Name/Streets to be closed N/A
Include addresses as appropriate

Upload Map An easy to read, color map of the area is required with submission.
MwtM Walk Maps 2.pdf 2.22MB

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

Vendors Present*

Approximately how many vendors will be present?

5

7. CONTACT INFORMATION:



Contact Person*

Tierra Bush

Email*

tbush@carmel.in.gov

Phone Number:*

3176182799

Cell Number:

Name/Organization:

City of Carmel

Address

Street Address

1 Civic Square

Address Line 2

City

State / Province / Region

Carmel

IN

Postal / Zip Code

Country

46032

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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City of Carmel
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Tierra R. Bush
Printed Name and Title (If applicable)

*

3176182799
Phone Number (Required)

1 Civic Square
Carmel, IN 46032
Address of Organization/Applicant

3/18/2026
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:

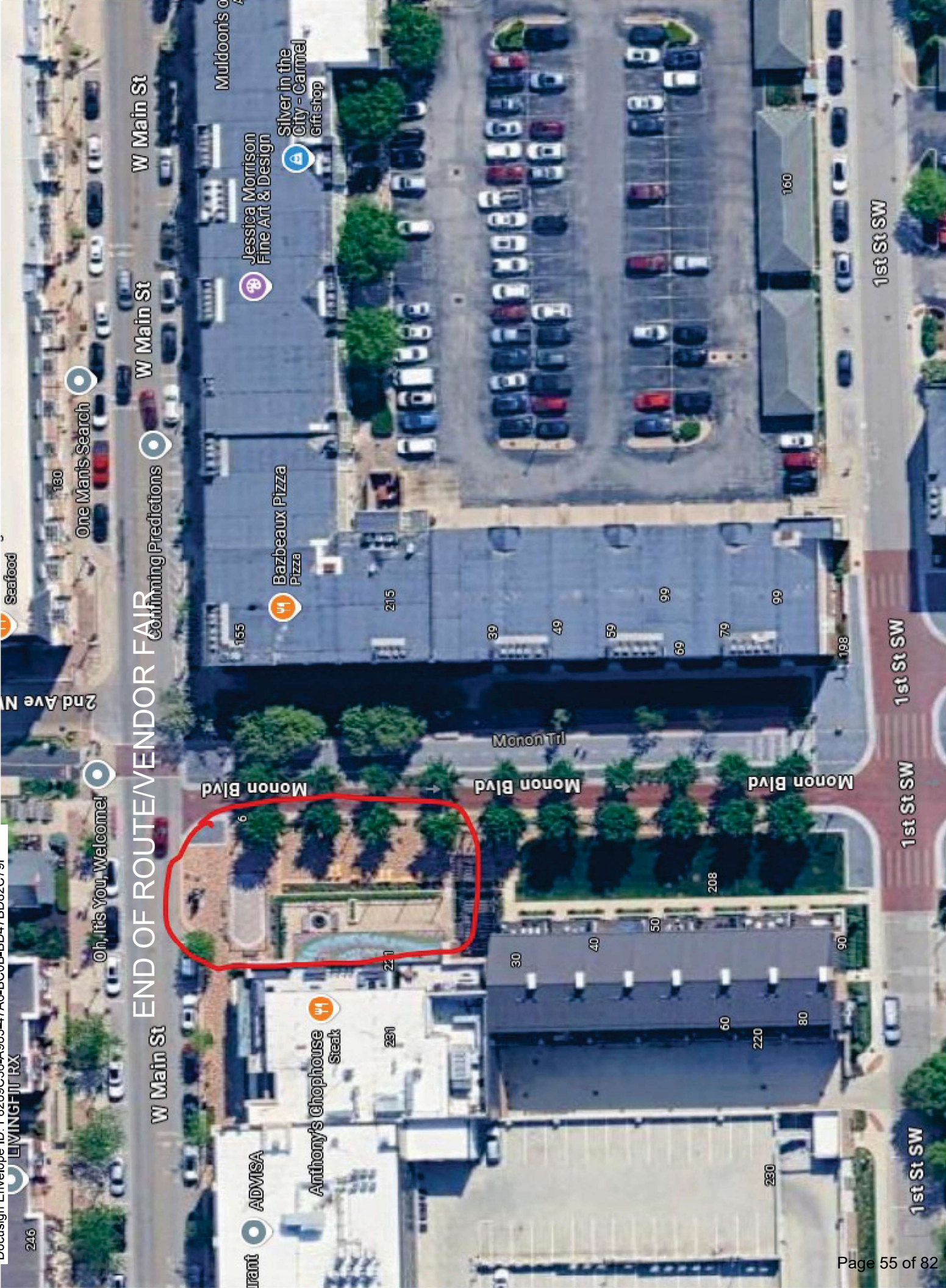
Jacob Quinn, City Clerk

Date

Special Conditions: _____

WALKING ROUTE





END OF ROUTE/VENDOR FAIR

Oh, it's You, Welcome!

One Man's Search

W Main St

W Main St

Confirming Predictions

Restaurant

ADMISA

Anthony's Chophouse
Steak

41

246

Monon Blvd

6

241

231

230

230

Bazbeaux Pizza
Pizza

41

155

215

39

49

59

69

79

99

99

Jessica Morrison
Fine Art & Design

8

Silver in the
City - Carmel
Giftshop

160

Muldoon's o

Monon Trl

Monon Blvd

30

40

50

208

60

220

80

90

99

198

1st St SW

1st St SW

1st St SW

1st St SW



SPECIAL EVENT / FACILITY USE REQUEST

Amendment to TIME:
Changed from 8am -10am to 8am - 1pm
Original request approved 03/04/2026

Request submission date: 03/20/2026

Department Review:

MAC: yes 04/03/2026

ENG: **NORESPONSE**

CPD: yes 04/03/2026

CFD: yes 03/31/2026

STREETS: yes, 04/01/2026

PARKS: yes, 04/01/2026

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

- Civic Square Fountain Area
- Monon & Main Plaza
- Reflecting Pool

- Civic Square Gazebo / Lawn
- Midtown Plaza
- Other

Streets

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

2. EVENT DETAILS

Event Purpose & Description: *

Provide a brief description of event

Wedding Entrance Ceremony (Baarat)

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

- Yes
- No

Event Date Start *

6/19/2026

Event Date End *

6/19/2026

If multiple dates, please list

Set-Up time: *

8:00:00 AM

Tear Down time: *

1:00:00 PM

End Time

Event Start time: *

9:00:00 AM

Event End time: *

12:30:00 PM

Rehearsal

- No
- Yes

Number of People Expected: *

500

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

13150 Ditch Road, Carmel Indiana 46032

(Ditch Road & W. Main St)

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 Assistance Directing Traffic

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

Vendors Present* Approximately how many vendors will be present?
 3

7. CONTACT INFORMATION:

Contact Person* Usnal Gill

Email* usnal@apanacheaffair.com

Phone Number:* 8185347300

Cell Number:

Name/Organization: A Panache Affair

Address

Street Address

Address Line 2

City State / Province / Region

Postal / Zip Code Country

Organization Type:* Individual

Residency Is the requestor a citizen of the City of Carmel?

Yes

No

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Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Usnal Gill - Project Coordinator
Printed Name and Title (If applicable)

*

8185347300
Phone Number (Required)

Address of Organization/Applicant

3/20/2026
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

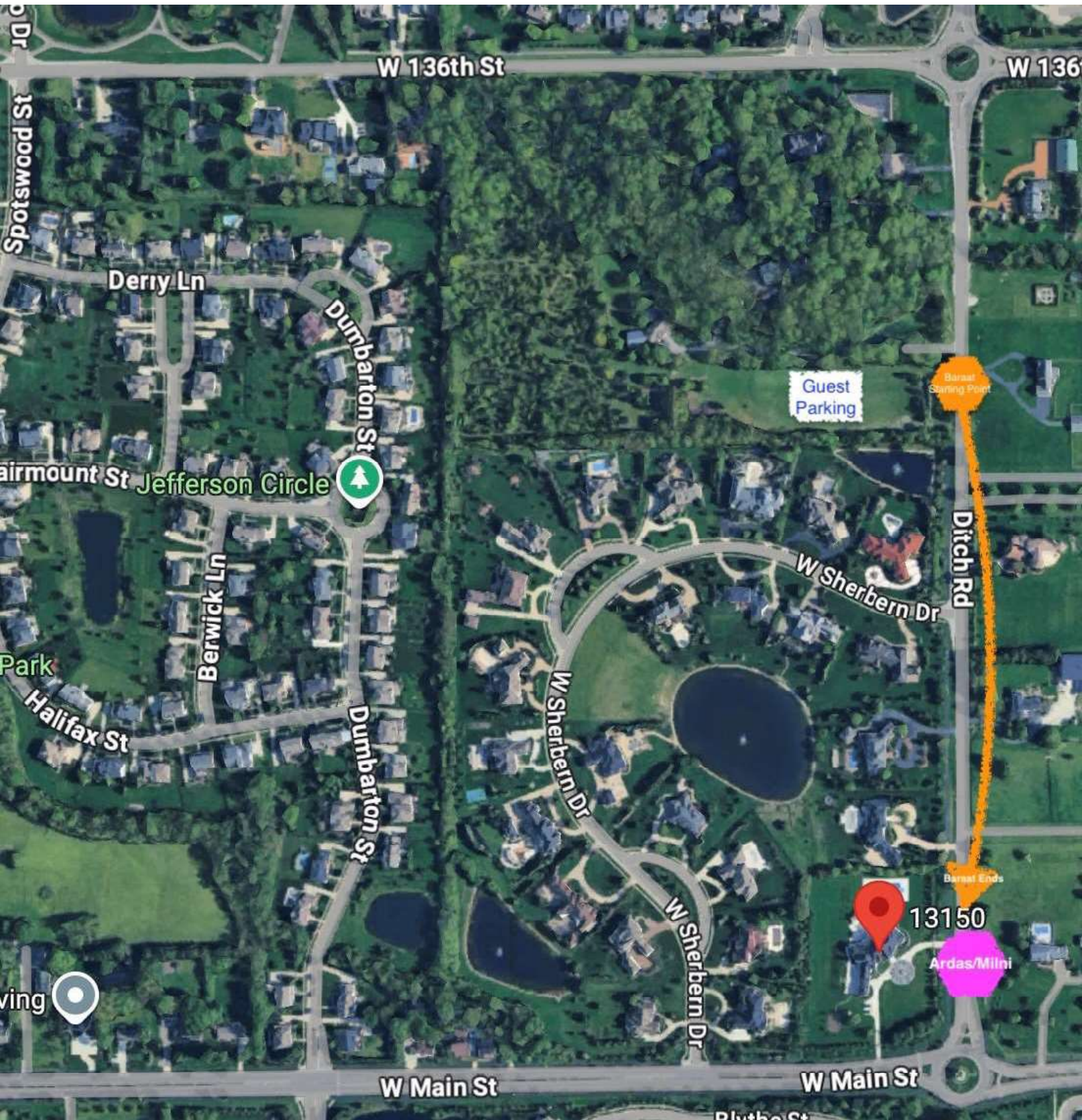
Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____



March 27, 2026

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

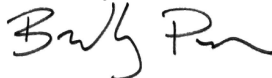
RE: STORMWATER TECHNICAL STANDARDS WAIVER – SMOKY ROW ELEMENTARY – 900 W 136TH STREET

Dear Board Members:

Pete Rankovich, with TLF Engineers, has requested a waiver from the Stormwater Technical Standards Manual in association with the Smokey Row Elementary 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)
Stormwater Runoff, No Net increase - Waiver Request

Dear Mr. Thomas,

Carmel Clay Schools Corporation is proposing a building addition to the existing Smoky Row Elementary School currently under TAC review under Project PZ-2025-00183 & SW-2025-00029. During the TAC Review, Comments #58 and #74 from the City of Carmel Engineering Department are requiring the project to meet a no net increase in stormwater runoff flow from the existing to developed conditions.

The original master-planned stormwater design from 1988 (Information included in Appendix B in the originally submitted drainage report) provided excess capacity of approx. 2,000 cu ft (south basin) and over 8,000 cu ft for the North Basin. Based on the drainage ordinance at that time, the property had a reserve capacity for future development up to the volumes noted. The added impervious area from this project would fall under that threshold.

During the pre-TAC meeting the City indicated that the project would not be subject to the new allowable release rates for new developments, but would be allowed to maintain an equal pre to post runoff rates, considering the established detention basins and small increase in hard surface over the 19.3 -acre site. Upon performing the increase in impervious surface and hydrograph calculations the results were summarized on Page 4 of the Drainage Report and resulted in minor increases in flow and staging in the basins. Below is a summary of the changes.

South Detention Basin

- Increase in flow is 0.32 cfs, from 13.28 cfs to 13.60 cfs (2.41 % increase) for 10-yr storm event.
- Increase in flow is 0.22 cfs, from 14.44 cfs to 14.66 cfs (1.52 % increase) for 100-yr storm event.
- Increase in hard surface is 0.09 acres for this watershed area.

North Detention Basin

- Increase in flow is 0.13 cfs, from 12.20 cfs to 12.33 cfs (1.06 % increase) for 10-yr storm event.
- Increase in flow is 0.09 cfs, from 14.06 cfs to 14.15 cfs (0.06% increase) for 100-yr storm event.
- Increase in hard surface is approx.0.58 acres for this watershed area.
 - However, only 0.11 acres is actual hard surface with the remainder (.47 acres) is the conversion of mulch to synthetic turf, draining into a stone and underdrain infiltration base below the surface.



3901 W 86th Street Suite 200 | Indianapolis, IN 46268 | 317-334-1500
6203 Constitution Drive | Fort Wayne, IN 46804 | 260-444-4701



The south basin outlets through an existing 18" pipe, and the north basin outlets through an existing 21" pipe. In order to reduce flows by the 0.6% to 2.41 % the use of slightly smaller diameter mounting plate(s) to the existing pipes have concerns with constructability and durability, or the addition of a new outflow structure and disruption to existing conditions. Neither of these options is aesthetically preferred, has potentially more impact with on-going maintenance over the existing condition, and is not cost effective for the benefits that would be achieved.

The project team therefore requests a waiver from being held to a no net increase in outflow flow, considering the increase in flow is very small between 0.60% and 2.41% increase over the existing condition, but still under the original design.

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 27, 2026

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

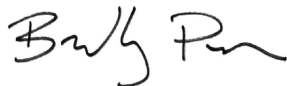
**RE: GRANT OF PERPETUAL STORM WATER QUALITY MANAGEMENT EASEMENT – PRIVATE
POND AT 4455 W 126TH STREET**

Dear Board Members:

Lawrence & Deborah Wurtz has requested the city accept a Grant of Perpetual Storm Water Quality Management Easement associated with a private pond at the residence at 4455 W 126th Street.

Attached are the required Grant of Perpetual Storm Water Quality Management Easement documents. The Department of Engineering has reviewed the attached forms and found them sufficient for Board signatures.

Sincerely,



Brad Pease, P.E.
City Engineer

Cross Reference to Deed: 2022043637 WD

GRANT OF PERPETUAL STORM WATER QUALITY MANAGEMENT EASEMENT

This easement (the “Easement”) is by and between Lawrence Wurtz & Deborah Wurtz, (the "Grantor") and the City of Carmel, Indiana (the “City”), by and through its Board of Public Works & Safety (the “Grantee”) and shall have as its effective date the later of the date on which Grantor executes this Easement or the date on which Grantee executes this easement;

WITNESSETH THAT:

WHEREAS, Grantor is the owner of the real estate conveyed by the deed identified in the cross reference above (the “Real Estate”);

WHEREAS, Grantor intends to excavate a pond on the Real Estate and, in connection with the construction, development and operation of the private pond, the City has approved or will approve a Storm Water Management Permit (the “Permit”); and,

WHEREAS, the City requires this Easement in order to verify and require compliance with the terms and conditions of the Permit and all ordinances of the City applicable to storm water drainage and storm water quality management (collectively the “Ordinances”).

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby grants to the Grantee a non-exclusive, perpetual easement on the terms and conditions that follow:

Section 1. Easement Area. The portion of Real Estate on, under and through which this Easement exists is legally described and graphically depicted in what is attached hereto and incorporated herein by reference as Exhibits “A” in two parts (the “Easement Area”).

Section 2. Storm Water Quality System. Located or to be located within the Easement Area, in the manner and areas specified in the Permit, is certain drainage and storm water quality infrastructure, which may include, without limitation, pervious pavement, manholes, infiltration basins, pipes, and structural and non-structural best management practices (collectively the “Storm Water Quality System”) to be constructed, installed and maintained by Grantor, at Grantor’s expense, in accordance with the Permit and the Ordinances.

Section 3. Purpose of Easement. Grantee shall be and hereby is permitted at all times to enter upon the Easement Area for purposes of (i) accessing, inspecting, examining, monitoring, testing and sampling the Storm Water Quality System, and (ii) identifying and verifying compliance with the requirements of the Permit and the Ordinances.

Section 4. Maintenance and Repair. It shall be Grantor’s obligation to maintain in proper working order and to repair and/or replace the Storm Water Quality System, or parts thereof, such that (i) the effectiveness and performance of the Storm Water Quality System is not

diminished from the capabilities set forth in the Permit and (ii) the Storm Water Quality System remains in compliance with the Permit and the Ordinances.

Section 5. Failure of Storm Water Quality System. In the event that the condition of the Storm Water Quality System or the outflow therefrom violates or fails to comply with the requirements set forth in the Permit and/or any of the Ordinances, Grantee shall have the right, but not the obligation, after providing reasonable notice to Grantor, to perform, at Grantor's expense, such maintenance, repair, modification and/or replacement of the Storm Water Quality System as is necessary to restore compliance with the requirements set forth in the Permit and/or the Ordinances; provided, however, that the performance by Grantee of any such maintenance, repair, modification and/or replacement of the Storm Water Quality System shall under no circumstances relieve Grantor of its responsibility to maintain and operate the Storm Water Quality System, which responsibility shall be continuous and ongoing.

Section 6. Reimbursement of Expenses and Enforcement. Grantor shall reimburse Grantee for costs and expenses incurred by Grantee in the performance of the maintenance, repairs, modifications and/or replacements specified in Section 5 above and, in the event of litigation to recover such expenses, the prevailing party shall be entitled to recover reasonable attorney's fees.

Section 7. Character of Easement. This Easement shall be perpetual and, further, shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Section 8. Use by Grantor and Other Easements. Grantor shall be permitted to use the Easement Area and also to grant other easements within the Easement Area for any purposes which do not impair the Storm Water Quality System and which are not inconsistent or conflicting with this Easement and the Grantee's rights under this Easement.

Section 9. Amendment. This Easement may be amended only by a written instrument signed (i) by then owner of the Real Estate and Board of Public Works & Safety of Carmel, Indiana or its successor or (ii) by an order of a court of competent jurisdiction. In the event that the Real Estate is later redeveloped and, as such, the site plan made the subject of the Permit is revised, then the Grantee and then the owner of the Real Estate shall amend this Easement to reconfigure the Easement Area, accordingly, so that Easement Area is adjusted to and does not conflict with such revised site plan.

Section 10. Authority. The undersigned person executing this Easement for and on behalf of Grantor represents and warrants that he or she has been duly authorized by Grantor to execute and deliver this Easement, and that all actions, votes, approvals and/or restrictions necessary to allow the execution and delivery of this Easement have been undertaken.

Lawrence D. Wurtz
By: Lawrence D. Wurtz

Deborah A. Wurtz
By: Deborah A. Wurtz

Date: March 16, 2026

Date: March 16 2026

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Lawrence Wurtz, who acknowledged execution of the foregoing Easement for and on behalf of owners.

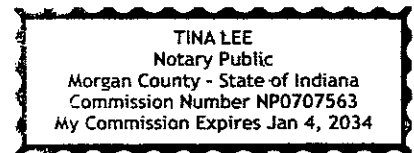
Witness my hand and Notarial Seal this 16th day of March, 2026

My Commission Expires:
1/4/34

Tina Lee
Notary Public

Residing in Morgan County

Tina Lee
Printed Name



STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared _____, who acknowledged execution of the foregoing Easement for and on behalf of _____.

Witness my hand and Notarial Seal this _____ day of _____, 20__.

My Commission Expires:

Notary Public

Residing in _____ County

Printed Name

CITY OF CARMEL BOARD OF PUBLIC WORKS & SAFETY

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

STATE OF INDIANA)

)SS:

COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Laura Campbell, a member of the City of Carmel, Indiana Board of Public Works & Safety and acknowledged execution of the foregoing Easement for and on behalf of City of Carmel, Indiana Board of Public Works & Safety.

Witness my hand and Notarial Seal this _____ day of _____, 20__.

My Commission Expires:

Notary Public

Residing in _____ County

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared James Barlow, a member of the City of Carmel, Board of Public Works & Safety and acknowledged execution of the foregoing Easement for and on behalf of Board of Public Works & Safety.

Witness my hand and Notarial Seal this _____ day of _____, 20__.

My Commission Expires:

Notary Public

Residing in _____ County

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Alan Potasnik, a member of the City of Carmel, Board of Public Works & Safety and acknowledged execution of the foregoing Easement for and on behalf of City of Carmel Board of Public Works & Safety.

Witness my hand and Notarial Seal this _____ day of _____, 20__.

My Commission Expires:

Notary Public

Residing in _____ County

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Jacob Quinn, the Clerk of the City of Carmel, Indiana and acknowledged execution of the foregoing Easement as the Clerk of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this _____ day of _____, 20__.

My Commission Expires:

Notary Public

Residing in _____ County

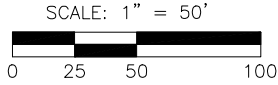
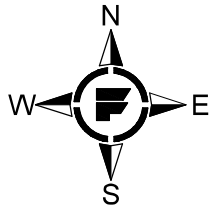
Printed Name

Pursuant to IC 36-2-11-15(b)(2), I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law – Sergey Grechukhin.

Prepared by: Sergey Grechukhin, Transactions Chief, One Civic Square, Carmel, IN 46032

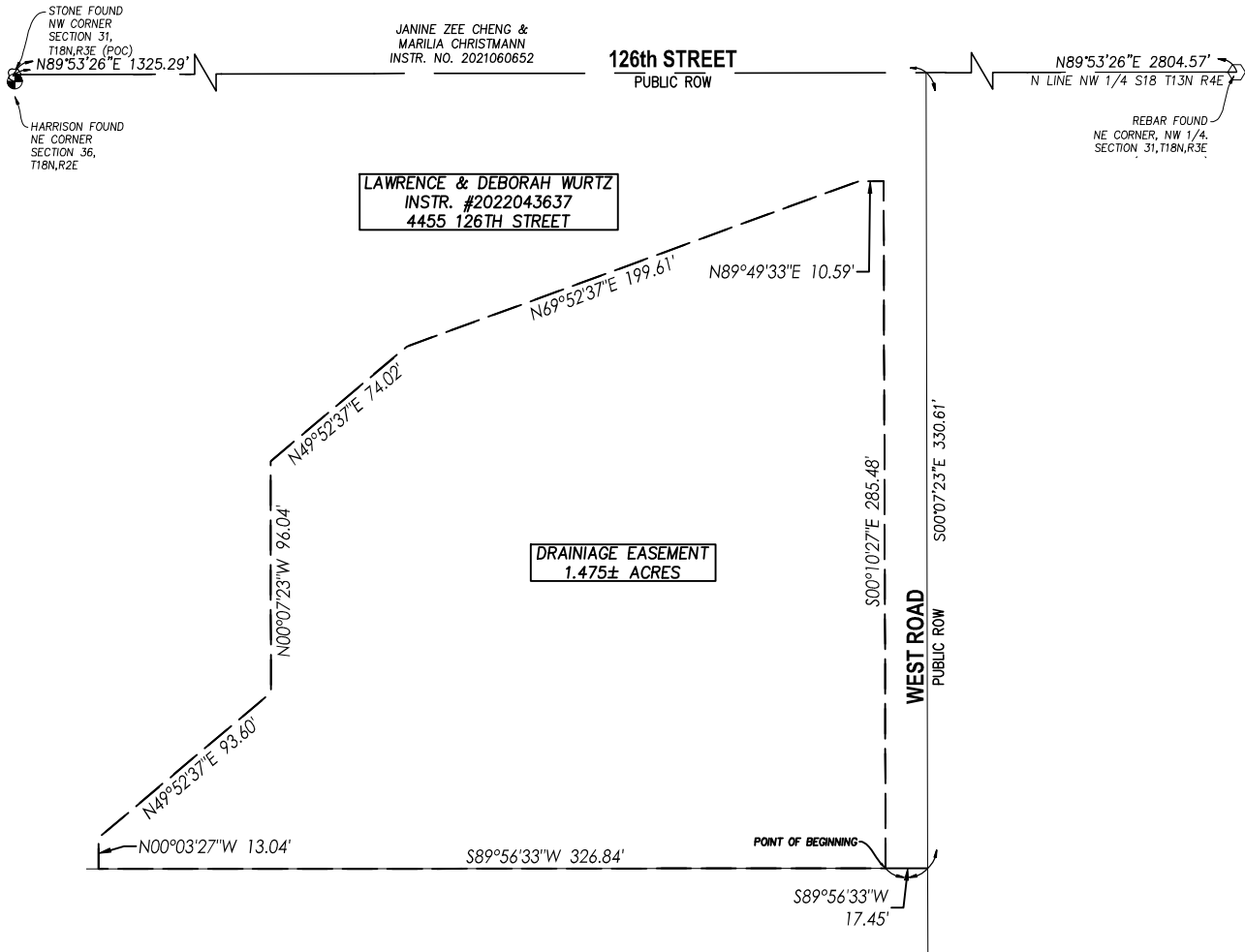
Return to: Brad Pease, P.E., City Engineer, One Civic Square, Carmel, IN 46032

EXHIBIT "A"
DRAINAGE EASEMENT EXHIBIT



LEGEND

- REBAR FOUND
- PK OR MAG NAIL FOUND
- SECTION LINE
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING



LAND DESCRIPTION

PART OF THE NORTHWEST QUARTER SECTION 31, TOWNSHIP 18 NORTH, RANGE 3 EAST IN CLAY TOWNSHIP, HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER BEING MARKED BY A STONE; THENCE ALONG THE NORTH LINE OF SAID QUARTER SECTION NORTH 89 DEGREES 53 MINUTES 26 SECONDS EAST 1325.29 FEET TO THE NORTHEAST CORNER OF THE WURTZ PROPERTY; THENCE ALONG THE EAST LINE OF THE WURTZ PROPERTY SOUTH 00 DEGREES 07 MINUTES 23 SECONDS EAST 330.61 FEET TO A POINT; THENCE SOUTH 89 DEGREES 56 MINUTES 33 SECONDS WEST 17.45 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 89 DEGREES 56 MINUTES 33 SECONDS WEST 326.84 FEET TO A POINT; THENCE NORTH 00 DEGREES 03 MINUTES 27 SECONDS WEST 13.04 FEET; THENCE NORTH 49 DEGREES 52 MINUTES 37 SECONDS EAST 93.60 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 23 SECONDS WEST 96.04 FEET; THENCE NORTH 49 DEGREES 52 MINUTES 37 SECONDS EAST 74.02 FEET; THENCE NORTH 69 DEGREES 52 MINUTES 37 SECONDS EAST 199.61 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 33 SECONDS EAST 10.59 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 27 SECONDS EAST 285.48 FEET TO THE POINT OF BEGINNING, CONTAINING 1.475 ACRES, MORE OR LESS.

PREPARED FOR: LAWRENCE & DEBORAH WURTZ
JOB #: 26SE-209



17241 Foundation Pkwy, Westfield, IN 46074

REV. NO.	DATE	REVISIONS	DRAWN BY: CCS
			CHECKED BY: ADB
			DATE: 02/28/2023
			PAGE 1 OF 1

March 31, 2026

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

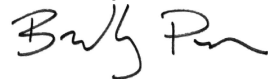
RE: STORMWATER TECHNICAL STANDARDS WAIVER – GRAMERCY PARCELS E & F

Dear Board Members:

Alex Stephens, with Kimley-Horn and Associates, Inc., has requested a waiver from the Stormwater Technical Standards Manual in association with development of Gramercy Parcels E & F (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



March 6, 2026

City of Carmel Board of Public Works
1 Civic Sq.
Carmel, IN 46032

RE: PZ-2025-00130 DP Gramercy

Members of the Board,

On behalf of our Client, we respectfully request wavier from the following standards:

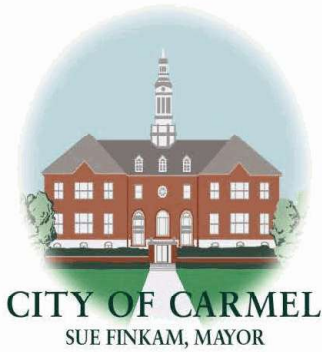
1. Per Section 302.08.2 of the STSM, for residential developments, the maximum planned depth of the stormwater stored shall not exceed four (4) feet.

We would like to request a wavier from this standard due to site constraints that make this standard not feasible. The pond footprint is as maximized and cannot be made larger without crossing the property line, encroaching it the proposed alley, or expanding into the existing stream north of the site. In order to meet the allowable release rates set by Carmel, the pond will stack more than four feet, therefore this requirement is unable to be met. With the submittal dated March 6, 2026, the pond will stack approximately five and a half feet.

For these reasons, we are sending this Waiver Letter to receive approval on these deviations from the Carmel Stormwater Technical Standards Manual.

Sincerely,

Kimley-Horn and Associates, Inc.
Alex Stephens, P.E.
Kimley-Horn and Associates, Inc.
Direct: 317-679-1978
Alex.Stephens@kimley-horn.com



4/1/2026

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

Re: Consent to Encroach (patio and pavilion) at 13133 Brooks Landing Pl

Dear Board Members:

A Consent to Encroach document signed by Kinnick, Sharon & Brian Kinnick w&h, owners of the property with the common address 13133 Brooks Landing Pl , is submitted to the Board for signatures. A variance for the encroachment is also submitted to the Board of Public Works for approval during the 04/15/2026 BPW meeting.

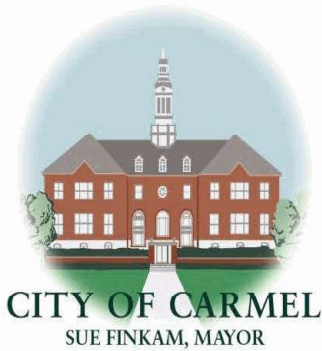
The Department of Engineering has reviewed and approved the encroachment document. Upon approval and signature by the Board Members the document will be recorded with the Hamilton County Recorder's Office.

Sincerely,

A handwritten signature in black ink, appearing to read "Bradley Pease".

Bradley Pease, PE
City Engineer

ATTACHMENT: CONSENT TO ENCROACH DOCUMENT



4/1/2026

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

Re: Request for Variance (patio and pavilion) at 13133 Brooks Landing Pl

Dear Board Members:

Kinnick, Sharon & Brian Kinnick w&h, owner of the property with the common address 13133 Brooks Landing Pl, have requested a variance from the Carmel City Code Section 6-227(a)(4) for the installation of a patio and pavilion within a portion of the lot designated as an easement. Generally, the improvement is proposed to be installed at the location indicated on the attached exhibit.

It is not expected that the improvements at the proposed location will result in a Detriment (as defined by City Code) to the subject property or the adjacent properties (provided the petitioner adheres to the conditions recommended below). The Engineering Department recommends that the Board approve the variance conditioned upon the following (as discussed with the petitioners):

- Petitioners enter into a Consent-to-Encroach Agreement with the City and record the Agreement. (we will record the agreement for you).
- Petitioners (and successors and assigns) agree to remedy any drainage issues resulting from the installation of the improvement that, in the opinion of the City, represents a Detriment as defined in City Code.
- Petitioners shall obtain approval from the HOA for installation of the improvement if such approval is required by the restrictive covenants of the development.

Respectfully,

Bradley Pease, PE
City Engineer

CONSENT TO ENCROACH

APPROVED
By Sergey Grechukhin at 2:46 pm, Apr 01, 2026

THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Kinnick, Sharon & Brian Kinnick w&h, 13133 Brooks Landing Pl, Carmel, Hamilton County, Indiana 46033, (individually and collectively, "Owner"), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety ("City").

WITNESSETH:

WHEREAS, Owner owns in fee simple Lot 21 ("Lot") in BROOKS LANDING AT PRAIRIE VIEW, section 1, which is located within the corporate limits of the City of Carmel, Indiana ("Subdivision"), which real estate is more particularly described in Exhibit A, attached hereto and incorporated herein by the reference; and

WHEREAS, the official plat of the Subdivision was recorded in PC 1 SLIDE 780, Instrument Number 9720008 in the Office of the Hamilton County Recorder on 05/21/1997, as BROOKS LANDING AT PRAIRIE VIEW, section 1 (the "Plat"); and

WHEREAS, the current Owner wishes to install a patio and pavilion on the Lot (the "Site Improvement"); and

WHEREAS, Owner has given the City a sketch ("Sketch") depicting the location of the Site Improvement on the Lot, a copy of which is attached hereto and incorporated herein by this reference as Exhibit B; and

WHEREAS, the Site Improvement will be constructed on portions of the Lot designated as drainage, utility and sewer easement, identified as "15' D.U.&S.E." on Exhibit B (the "Easement"); and

WHEREAS, the Easement is beneficial to the City and its residents; and

WHEREAS, as indicated on the Sketch, the Site Improvement will encroach (the "Encroachment") upon the Easement, which Encroachment is crosshatched on Exhibit B; and

WHEREAS, City of Carmel Board of Public Works and Safety approves the Owner's request for a variance from Carmel City Code Section 6-227(4); and

WHEREAS, Owner and City acknowledge the location of the Encroachment; and

WHEREAS, Owner acknowledges that this Agreement does not imply any approval of existing or future improvements not indicated by Owner on Exhibit B; and

WHEREAS, the location of the Site Improvement as indicated by the Owner on Exhibit B should not materially interfere with the City's use of the Easement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties mutually promise, agree and covenant as follows:

1. The foregoing preambles, recitations and definitions are made a part hereof as though such were fully set forth herein.
2. The City consents to the Encroachment for only so long as
 - (i) the Encroachment exists; and
 - (ii) Owner complies with all of the terms and provisions of this Agreement.
3. Owner covenants and agrees not to extend, increase, modify, alter, landscape, reconfigure or otherwise change the Site Improvement from what is depicted on Exhibit B, and to maintain the Site Improvement in good condition and repair.
4. Owner agrees that City shall have the right to remove any portion of the Site Improvement as City deems necessary, in City's sole discretion, to install, protect and/or repair any utility lines, sewer lines or drainage ditches located in the Easement, or for any other lawful purpose, and that, should the City take such action, the City shall incur no obligation to repair, replace or reimburse Owner for the cost of any damages thereby caused to the Site Improvement, the Lot, or to Owner
5. Owner agrees and acknowledges that the City's consent to encroach upon the Easement, as provided in this instrument, regards the City's Easement interests only, and does not constitute permission or authority for the Owner to otherwise enter on, in, under, over, or upon the property interests of any other person without that person's consent even if such property interests are also located within the Easement.
6. Owner agrees to indemnify and hold harmless City, its officers, officials, members, employees, invitees, licensees and agents, from and against any and all losses, liabilities, damages, claims, judgments, attorney fees and costs arising from any bodily injury and/or death, and from any destruction or damage to any property or improvements, located on the Lot, or otherwise, and/or for any failure of proper disclosure pursuant to Paragraph 12 hereof, which results directly or indirectly from any act of Owner, its employees, contractors and/or agents in, on, under, across or to the Easement.
7. Owner agrees to reimburse City for any and all costs and expenses incurred by City to replace or repair any damage to the Easement and any improvements located therein caused by the installation, construction, maintenance and/or operation of the Site Improvement.
8. The parties agree that the terms of this Agreement shall be binding upon and inure to the benefit of their respective heirs, administrators, successors and assigns.
9. The parties executing this Agreement represent and warrant that they are authorized to enter into and execute this Agreement for and on behalf of the party which they represent.
10. This Agreement shall be effective as of the date on which it is last executed by a party hereto.

- 11. The Owner agrees to provide full disclosure of this Agreement to all persons, entities and others who acquire by or through Owner any interest in the Lot on and after the effective date of this Agreement.
- 12. Owner agrees not to alter the ground surface elevation within the limits of the easement at any time.
- 13. Owner agrees to remedy any drainage problems or issues, saturated soil or standing water on the Lot or adjacent properties determined by the City to be resulting from the Encroachment.

"OWNER"

PROPERTY OWNER

PROPERTY OWNER

Brian Kinnick
 Printed Name
Brian Kinnick
 Signature
 Date: 3/31/26

Sharon Kinnick
 Printed Name
[Signature]
 Signature
 Date: 3/31/26

STATE OF INDIANA)
) SS:
 COUNTY OF Johnson)

Before me, a Notary Public in and for said County and State, personally appeared Brian + Sharon Kinnick by me known, and who acknowledged the execution of the foregoing "CONSENT TO ENCROACH" as his or her voluntary act and deed.
 Witness my hand and Notarial Seal this 31 day of March, 2026.

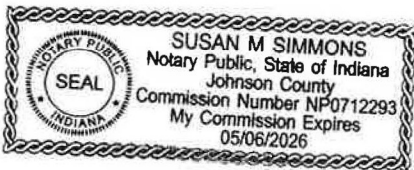
My Commission Expires:

5/6/2026

Susan Simmons
 NOTARY PUBLIC

Susan Simmons
 Printed Name

My County of Residence: Johnson



"CITY"

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: _____

Jacob Quinn, Clerk

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared JAMES BARLOW, LAURA CAMPBELL and ALAN POTASNIK, by me known, and by me known to be the Members of the City of Carmel Board of Public Works and Safety, and Jacob Quinn, Clerk of THE CITY OF CARMEL, who acknowledged the execution of the foregoing "CONSENT TO ENCROACH" on behalf of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this ____ day of _____, 20__.

My Commission Expires:

NOTARY PUBLIC

Printed Name

My County of Residence: _____

This instrument was prepared by Sergey Grechukhin, Esquire, Transactions Chief, One Civic Square, Carmel, Indiana 46032.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Sergey Grechukhin, Esquire

S20°35'
WHITE RIVER

LAND DESCRIPTION

Part of the Northwest and Southwest Quarter of Section 26 all in Township 18 North, Range 4 East in the Second Principal Meridian in Hamilton County, Indiana being described as follows:

Commencing at the northwest corner of the northwest quarter of Section 26; thence South 89 degrees 37 minutes 45 seconds East along the north line of said northwest quarter section 1050.85 feet to the Point of Beginning; thence continuing South 89 degrees 37 minutes 45 seconds East along said north line 195.85 feet to the west low water line of White River; thence meandering said west low water line the following eight courses, South 20 degrees 35 minutes 24 seconds West 345.78 feet; thence South 05 degrees 19 minutes 26 seconds West 275.94 feet; thence South 01 degrees 25 minutes 22 seconds East 178.11 feet; thence South 06 degrees 56 minutes 58 seconds East 147.86 feet; thence South 12 degrees 05 minutes 51 seconds East 234.71 feet; thence South 24 degrees 33 minutes 22 seconds East 212.18 feet; thence South 50 degrees 45 minutes 00 seconds East 375.00 feet; thence South 71 degrees 45 minutes 00 seconds East 570.00 feet; thence South 36 degrees 35 minutes 17 seconds West 74.60 feet; thence North 72 degrees 05 minutes 51 seconds West 31.67 feet; thence South 36 degrees 35 minutes 17 seconds West 90.00 feet; thence South 72 degrees 05 minutes 51 seconds East 31.67 feet; South 36 degrees 35 minutes 17 seconds West 872.10 feet; thence South 00 degrees 11 minutes 20 seconds West 24.01 feet; thence South 89 degrees 48 minutes 40 seconds East, parallel with the north line of the southwest quarter of section 26, 24.76 feet; thence South 00 degrees 11 minutes 20 seconds West 24.50 feet to said north line of the southwest quarter; thence South 89 degrees 48 minutes 40 seconds East along said north line 138.07 feet; thence South 00 degrees 00 minutes 18 seconds East a distance of 113.59 feet; thence South 41 degrees 54 minutes 07 seconds West 220.10 feet; thence North 77 degrees 59 minutes 02 seconds West 243.70 feet; thence North 11 degrees 44 minutes 44 seconds West 117.90 feet to a curve having a radius of 425.00 feet, the radius point of which bears North 11 degrees 40 minutes 32 seconds West; thence westerly along said curve an arc distance of 222.34 feet to a point which bears South 18 degrees 17 minutes 54 seconds West from said radius point; thence North 71 degrees 42 minutes 08 seconds West 260.52 feet to a curve having a radius of 375.00 feet, the radius point of which bears South 18 degrees 17 minutes 54 seconds West; thence westerly along said curve an arc distance of 23.18 feet to a point which bears North 14 degrees 45 minutes 25 seconds East from said radius point; thence North 89 degrees 40 minutes 43 seconds West 94.27 feet; thence North 00 degrees 19 minutes 18 seconds East a distance of 11.84 feet; thence North 89 degrees 38 minutes 18 seconds West 351.38 feet; thence South 89 degrees 57 minutes 14 seconds West 50.00 feet to a curve having a radius of 225.00 feet, the radius point of which bears North 89 degrees 57 minutes 14 seconds East; thence northerly along said curve an arc distance of 31.14 feet to a point which bears North 82 degrees 07 minutes 00 seconds West from said radius point to a point of compound curvature of a curve having a radius of 20.00 feet, the radius point of which bears North 82 degrees 07 minutes 00 seconds West; thence northwesterly along said curve an arc distance of 24.15 feet to a point which bears North 28 degrees 41 minutes 48 seconds East from said radius point; thence North 28 degrees 41 minutes 48 seconds East 50.00 feet to a curve having a radius of 375.00 feet, the radius point of which bears North 28 degrees 41 minutes 48 seconds East; thence southeasterly along said curve an arc distance of 185.45 feet to a point which bears South 00 degrees 21 minutes 42 seconds West from said radius point; thence South 89 degrees 38 minutes 18 seconds East 123.24 feet to a curve having a radius of 20.00 feet, the radius point of which bears North 00 degrees 21 minutes 42 seconds East; thence northeasterly along said curve an arc distance of 31.48 feet to a point which bears South 89 degrees 48 minutes 40 seconds East from said radius point; thence North 00 degrees 11 minutes 20 seconds East 15.98 feet; thence South 89 degrees 48 minutes 40 seconds East 200.07 feet; thence North 00 degrees 11 minutes 20 seconds East 115.70 feet; thence North 10 degrees 31 minutes 30 seconds East 75.54 feet; thence North 17 degrees 35 minutes 42 seconds East 94.27 feet; thence North 21 degrees 14 minutes 42 seconds East 94.72 feet; thence North 34 degrees 59 minutes 45 seconds East 90.46 feet; thence North 37 degrees 15 minutes 27 seconds East 202.52 feet; thence North 22 degrees 23 minutes 00 seconds West 103.25 feet to a curve having a radius of 325.00 feet, the radius point of which bears South 10 degrees 03 minutes 36 seconds East; thence northeasterly along said curve an arc distance of 12.85 feet to a point which bears North 07 degrees 47 minutes 41 seconds West from said radius point; thence North 07 degrees 47 minutes 41 seconds West 215.74 feet; thence North 46 degrees 11 minutes 09 seconds West 222.51 feet to a curve having a radius of 645.00 feet, the radius point of which bears North 46 degrees 11 minutes 09 seconds West; thence northeasterly along said curve an arc distance of 481.50 feet to a point which bears South 88 degrees 57 minutes 27 seconds East from said radius point; thence North 01 degrees 02 minutes 33 seconds East of 817.43 feet to a curve having a radius of 555.00 feet, the radius point of which bears South 88 degrees 57 minutes 27 seconds East; thence northeasterly along said curve an arc distance of 118.76 feet to a point which bears North 76 degrees 41 minutes 48 seconds West from said radius point; thence North 13 degrees 18 minutes 12 seconds East 121.12 feet to the Point of Beginning, containing 32.868 acres, more or less.

THIS SUBDIVISION CONSISTS OF 39 LOTS NUMBERED 1 THROUGH 39 AND BLOCKS TOGETHER WITH STREETS AND EASEMENTS AS SHOWN HEREON.

THE SIZE OF LOTS AND BLOCKS AND WIDTHS OF STREETS AND EASEMENTS ARE SHOWN IN FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF.

CROSS-REFERENCE IS HEREBY MADE TO SURVEY PLAT RECORDED AS INSTRUMENT NUMBER 9609652236 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

I, THE UNDERSIGNED, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA AND THAT THE WITHIN PLAT REPRESENTS A SUBDIVISION IN THE LANDS SURVEYED WITHIN THE CROSS REFERENCED SURVEY PLAT, AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THERE HAS BEEN NO CHANGE FROM THE MATTERS OF SURVEY REVELED BY THE CROSS-REFERENCE SURVEY ON ANY LINES THAT ARE COMMON WITH THE NEW SUBDIVISION. I FURTHER CERTIFY THAT THE SAID SUBDIVISION WAS PLATTED UNDER MY DIRECT SUPERVISION AND CONTROL AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF;

WITNESS MY SIGNATURE THIS 13TH DAY OF MAY, 1997

Bradley P. Ott
BRADLEY P. OTT
REGISTERED LAND SURVEYOR
INDIANA - #9600012

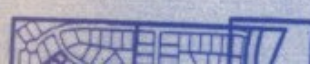
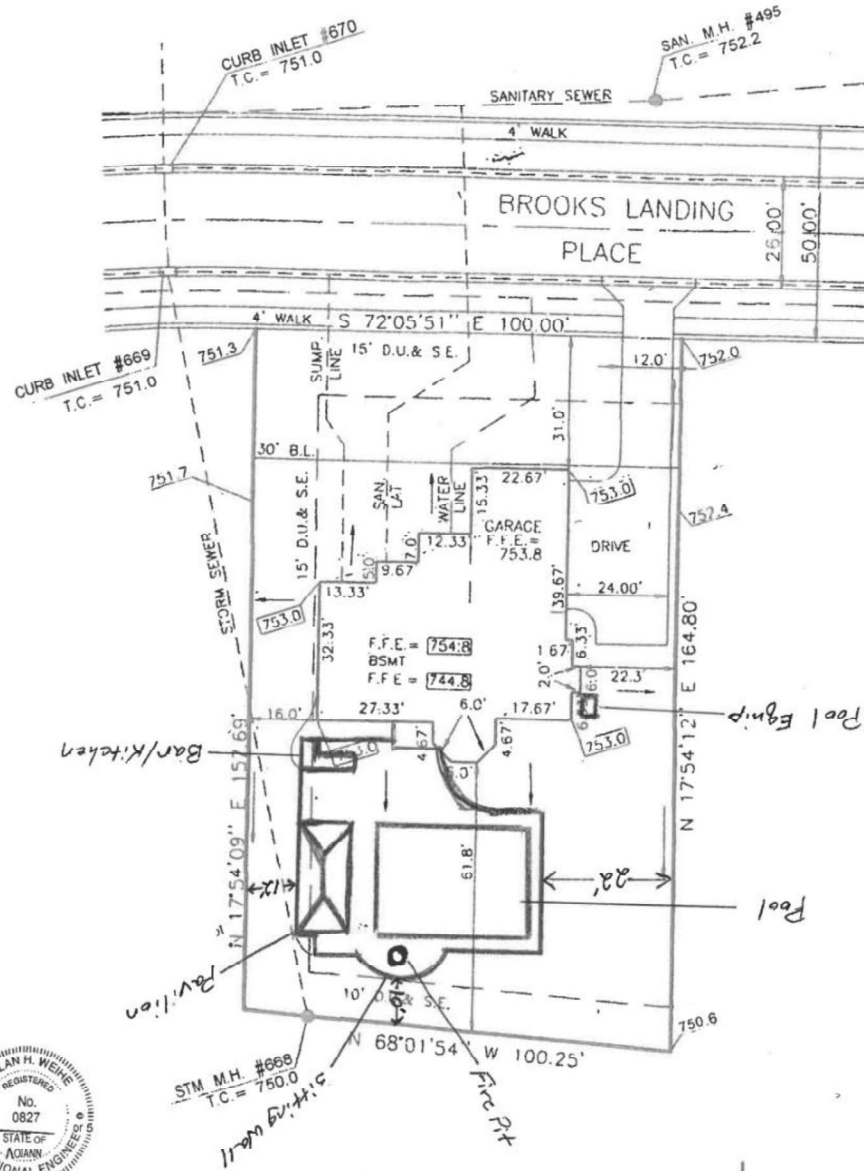


Exhibit B



Plot Plan

LOT 21 IN BROOKS LANDING SEC. 1, A SUBDIVISION IN HAMILTON COUNTY, INDIANA AS PER PLAT THEREOF, RECORDED AS INSTRUMENT NO. 9720008 IN P.C. NO. 1 SLIDE NO. 780. IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA

Prepared For:
BRUCE ZELLER

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 ALLAN H. WEIHE, P.E., L.S. PRINCIPAL
 MICHAEL L. OHNOF, L.S. VICE-PRESIDENT

LOT 21 IN BROOKS LANDING SEC. 1, HAMILTON COUNTY, INDIANA