



City of Carmel

CARMEL BOARD OF PUBLIC WORKS MEETING AGENDA

WEDNESDAY, MAY 20, 2026 - 10:00 AM
COUNCIL CHAMBERS/CITY HALL/ONE CIVIC SQUARE

1. **MEETING CALLED TO ORDER**
2. **MINUTES**
 - a. **Minutes from the May 06, 2026, Regular Meeting**
3. **BID OPENINGS AND AWARDS**
 - a. **Bid Opening for Carmel Fire Department Vehicles 2026;** Chief Joel Thacker, Carmel Fire Department
 - b. **Bid Opening for 26-STR-04 Rangeline Improvements;** Matt Higginbotham, Street Commissioner
4. **CONTRACTS**
 - a. **Request for Purchase of Goods and Services; Passport Labs, Inc; (\$79,694.89); LPR Software and Equipment;** Chief Drake Sterling, Carmel Police Department
 - b. **Request for Professional Services; R A D Fabrications, LLC; (\$55,000.00); 24-CFD-02 Station 341 Training Center; Additional Services Amendment;** Brad Pease, Director of Engineering
 - c. **Request for Purchase of Goods and Services; Accurate Striping, Inc.; (\$85,000.00); Stimsonite Thermoplastic Trailer with Crane;** Matt Higginbotham, Street Commissioner
 - d. **Request for Maintenance Agreement between City of Carmel and Vendor; Village of WestClay Owners Association, Inc.;** Matt Higginbotham, Street Commissioner
 - e. **Request for Agreement between City of Carmel and Vendor; Old Town Construction, LLC; Water Main Relocation Agreement;** Lane Young, Director of Utilities
5. **REQUEST TO USE CITY STREETS/PROPERTY**
 - a. **Request to Use Civic Square Fountain Area; Special Request to Use Electricity and Fountain Restrooms; (Originally Approved April 01, 2026, Food Vendor Amendment); Gazebo Concert Series; Wednesday Nights from May 27, 2026 through September 30, 2026; 3:00 PM to 10:00 PM;** John Eaton, Carmel Fountain Square Committee

- b. **Request to Use Civic Square Fountain Area and Civic Square Gazebo and Lawn; Special Request to Use Electricity and Fountain Restrooms; (Originally Approved August 20, 2025, Time Amendment); EIDFEST; May 30, 2026; 8:00 AM to 9:00 PM;** Ashhar Madni, EidFest Inc
- c. **Request to Use Midtown Plaza; Special Request to Use Electricity; World Cup Kickoff Watch Party; June 12, 2026; 4:00 PM to 11:00 PM;** Jesse Greene, Renewal by Anderson
- d. **Request to Use Civic Square Fountain Area, Civic Square Gazebo and Lawn, Carter Green and East Patio and Use/Close City Streets; Special Request to Use Electricity, Fountain Restroom, and James Building Restrooms; CarmelFest; July 2 through July 5, 2026; 10:00 AM to 10:00 AM;** Stanley Lebron, Rotary Club
- e. **Request to Use Midtown Plaza; JetSet Pilates Event; July 11, 2026; 7:00 AM to 11:00 AM;** Brooke Cohen, JetSet Pilates
- f. **Request to Use City Streets; Waterwood HOA Block Party; July 14, 2026; 5:00 PM to 8:30 PM;** Mariam Lanthron, Waterwood of Carmel HOA
- g. **Request to Use Civic Square Fountain Area and Use/Close City Streets; Special Request to Use Electricity and Fountain Restroom; Rotary Club of Carmel 50th Anniversary; September 17 through September 21, 2026; 8:00 AM to 2:00 PM;** Nancy Heck, Carmel Rotary Club
- h. **Request to Use Midtown Plaza and Use/Close City Streets; Special Request to Use Electricity; Chinese Mooncake Festival; September 19, 2026; 2:00 PM to 10:30 PM;** Peter Kirkwood, City of Carmel Mooncake Festival Committee
- i. **Request to Use Allied Solutions Center for the Performing Arts East Patio; Private Wedding; September 27, 2026; 2:30 PM through 6:00 PM;** Laura Overfield, Fleurish Event Design
- j. **Request to Use Carter Green and Allied Solutions Center for Performing Arts East Patio; Special Request to Use Electricity and James Building Restrooms; Christkindlmarkt; September 28 through December 31, 2026; 8:00 AM to 10:00 PM;** Michael Nahimas, Carmel Christkindlmarkt INC
- k. **Request to Use/Close City Streets; 14th Annual Boo N Brew; October 17, 2026; 7:00 AM to 9:00 PM;** Christine Foulk, HGIT Clay Terrace LLC
- l. **Request to Use Carter Green and Use/Close City Streets; Bolt for the Heart 5K; November 26, 2026; 6:00 AM to 12:00 PM;** Pierre Twer, Bolt for the Heart

6. OTHER

- a. **Request for Consent to Encroach; 12475 Carmel Garden;** Property Owners
- b. **Request for Consent to Encroach; 973 Deer Lake Drive;** Property Owners

- c. **Request for Dedication and Deed of Public Right of Way; 510 3rd Ave;** Pedcor Investments
- d. **Request for Quitclaim Deed; 510 3rd Ave;** Pedcor Investments
- e. **Request for Dedication and Deed of Public Right of Way; 770 3rd Ave;** Village Capital Corporation
- f. **Request for Quitclaim Deed; 770 3rd Ave;** Village Capital Corporation
- g. **Request for Secondary Plat; 1025 W Main Street - Icon on Main;** HWC Engineering
- h. **Request for Water Line Easement Agreement; Fred M Fehsenfeld & Suzanne Marie Fehsenfeld; 4415 West 116th Street;** Lane Young, Director of Utilities
- i. **Request for Water Line Easement Agreement; Suzanne M. Fehsenfeld; West 116th Street;** Lane Young, Director of Utilities
- j. **Resolution BPW 05-20-26-01; A Resolution of the Board of Public Works and Safety of the City of Carmel; Appointing Dylan Stiles as a Special Police Officer;** Chief Drake Sterling, Carmel Police Department
- k. **Resolution of BPW 05-20-26-02; A Resolution of the Board of Public Works and Safety of the City of Carmel, Indiana, Approving the Transfer of and Presentation of Pistol and Badge to Sergeant David Kinyon; 20 years of Meritorious Service;** Chief Drake Sterling, Carmel Police Department

7. ADD-ONS AND DEPARTMENT DIRECTOR COMMENTS

8. PUBLIC HEARING

- a. **Public Hearing Concerning an Additional Appropriation by the Board of Public Works and Safety of the City of Carmel Acting as the Board of Directors of the Department of Storm Water Management of the City of Carmel;** Zac Jackson, Chief Financial Officer
- b. **Resolution NO. 05-20-26-03; Bond Resolution of the Board of Public Works, Acting as the Board of Directors of the Department of Storm Water Management for the City of Carmel, Indiana; (\$24,000,000.00); Storm Water District Refunding Bonds, Series 2026;** Zac Jackson, Chief Financial Officer

9. 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: June 3, 2026



City of Carmel

CARMEL BOARD OF PUBLIC WORKS MEETING MINUTES

WEDNESDAY, MAY 6, 2026 - 10:00 AM
COUNCIL CHAMBERS/CITY HALL/ONE CIVIC SQUARE

MEETING CALLED TO ORDER

Chairwoman Campbell called the meeting to order at 10:02 am.

MINUTES

Minutes from the April 15, 2026, Regular Meeting. Board Member Potasnik moved to approve. Board Member Barlow seconded. Minutes Approved 3-0.

Minutes from the April 27, 2026, Special Meeting. Board Member Potasnik moved to approve. Board Member Barlow seconded. Minutes Approved 3-0.

BID OPENINGS AND AWARDS

Bid Award for 2026 Vehicle Accessories and Equipment; Major Ryan Jellison, Carmel Police Department, recommended awarding the bid to Waymire A.P.S. for \$196,395.41, as they were the lowest and most responsive. Board Member Barlow moved to approve. Board Member Potasnik seconded. Bid Approved 3-0.

CONTRACTS

Request for Affiliation Agreement between Carmel Fire Department and Carmel Clay Schools; Emergency Medical Services Clinical; Chief Joel Thacker, Carmel Fire Department, briefly speaks; that the high school has an EMT program and this agreement allows students to ride out in our ambulances. This will allow them to get real emergency experience. There are 15 students in the program and few of them want to go into medical school. This is all about an opportunity for them to decide if this is something they want to do in the future. Board Member Barlow moved to approve. Board Member Potasnik seconded. Request Approved 3-0.

30 *Request for Affiliation Agreement between Carmel Fire Department and Hamilton*
31 *Southeastern Schools; Emergency Medical Services Clinical; Chief Joel Thacker, Carmel*
32 *Fire Department, briefly speaks; that the high school has an EMT program and this*
33 *agreement allows students to ride out in our ambulances. Currently, Fishers Fire*
34 *Department does not allow students to ride with them. Fishers Schools currently have*
35 *25-30 interested students. Board Member Potasnik moved to approve. Board Member*
36 *Barlow second. Request Approved 3-0.*

37 *Request for Purchase of Goods and Services; Macqueen Equipment, LLC; (\$5,041,750.00);*
38 *2 Pumpers and 1 Tiller; Additional Services Amendment #3; Chief Joel Thacker, Carmel*
39 *Fire Department, briefly speaks; we currently have an issue nationally with these items*
40 *and there is a significant backlog. One of the pumpers is due to be replaced in 2029 and*
41 *the others are due by 2030. We are putting the order in early because the building and*
42 *delivery time is almost 47 months. So, we must get in line now to have these items*
43 *available and ready when the time comes for them to be replaced. The cost of these*
44 *items has gone up significantly. Board Member Potasnik asks why there is amendment*
45 *number three. Benjamin Legge, Corporation Counsel, states that this is a previous*
46 *contract with the vendor and we have negotiated with this vendor for additional services*
47 *and goods. Board Member Barlow moved to approve. Board Member Potasnik seconded.*
48 *Request Approved 3-0.*

49
50 *Request for Purchase of Goods and Services; Waymire A.P.S.; (\$196,395.41); Vehicle*
51 *Equipment; Board Member Barlow moved to approve. Board Member Potasnik seconded.*
52 *Request Approved 3-0.*

53 *Request for Ground Lease; Martin Marietta Materials, Inc.; (\$10.00); Hazel Dell Parkway;*
54 *Lane Young, Director of Utilities, briefly speaks, this contract is for the utilities department.*
55 *This is for another well site, and we are doing testing right now in this location. This lease*
56 *gives us permission to be on the property to test this area. Board Member Potasnik moved*
57 *to approve. Board Member Barlow seconded. Request Approved 3-0.*

58 *Request for Purchase of Goods and Services; Calumet Civil Contractors Inc; (-\$58,059.35);*
59 *21-SW-03-Carmel Orchard Park Drainage Improvements; CO#1; Board Member*
60 *Potasnik moved to approve. Board Member Barlow seconded. Request Approved 3-0.*

61 *Request for Professional Services; CrossRoad Engineers, P.C.; (\$100,400.00); 22-ENG-11-*
62 *141st Street Path Inspection; Additional Services Amendment #4a; Board Member Barlow*
63 *moved to approve. Board Member Potasnik seconded. Request Approved 3-0.*

64 *Request for Professional Services; CrossRoad Engineers, P.C.; (\$100,400.00); 22-ENG-11-*
65 *141st Street Path Inspection; Additional Services Amendment #4a; Board Member Barlow*
66 *moved to approve. Board Member Potasnik seconded. Request Approved 3-0.*

67 *Request for Local Roads and Bridges Matching Grant Agreement; INDOT; (\$1,000,000.00);*
68 *2026 Community Crossings Matching Grant Fund Program; Board Member Potasnik*
69 *moved to approved. Board Member Barlow seconded. Request Approved 3-0.*

70 *Request for Professional Services; Schmidt Associates, Inc.; (\$70,000.00); Station #44*
71 *HVAC - Design Fees & Project Management; Additional Services Amendment; Zac*
72 *Jackson, Chief Financial Officer briefly speaks; we have a few agreements already with*
73 *this company. We are proceeding with the replacement of the HVAC system at Station 44*
74 *as it has had a lot of issues and costly repairs. This is for the design of the HVAC system.*
75 *Board Member Barlow moved to approved. Board Member Potasnik seconded. Request*
76 *Approved 3-0.*

77 *Request for Professional Services; Schmidt Associates, Inc.; (\$100,000.00); Continued*
78 *Maintenance/Capital Planning 2026- Phase 2; Additional Services Amendment; Zac*
79 *Jackson, Chief Financial Officer, spoke briefly; this is in extension to the project we did last*
80 *year, and they went around and did assessments of our buildings. This contract gets us the*
81 *rest of the buildings assessed and gives us advice on how to proceed. Board Member*
82 *Potasnik asked, once we receive these items, do you then pick and choose which ones are*
83 *of importance to be fixed or replaced? Zac responded by saying that we will sit down when*
84 *the time comes with City Council, the Mayor, and our bond financial team. Board Member*
85 *Barlow moved to approved. Board Member Potasnik seconded. Request Approved 3-0.*

86 *Request for Amendment to Agreement; Thomas A. Brady Sports Medicine, P.C. d/b/a*
87 *Fortē Sports Medicine and Orthopedics; Sports Medicine and Athletic Training Services;*
88 *Board Member Barlow moved to approve. Board Member Potasnik seconded. Request*
89 *Approved 3-0.*

90 *Request for Purchase of Goods and Services; Catbun Studios; (\$82,272.00); Statue*
91 *Maintenance; Additional Services Amendment; Board Member Barlow moved to approve.*
92 *Board Member Potasnik seconded. Request Approved 3-0.*

93 *Request for Purchase of Goods and Services; A.B. Young Company, Inc.; (\$142,859.00);*
94 *Purchase of Burners; Board Member Barlow moved to approved. Board Member Potasnik*
95 *seconded. Request Approved 3-0.*

96 *Request for Purchase of Goods and Services; Blue Tank & Pump, LLC; (\$53,064.99); 126th*
97 *Street Bypass Proposal; Additional Services Amendment #1; Board Member Potasnik*
98 *moved to approve. Board Member Barlow seconded. Request Approved 3-0.*

99 Request for Purchase of Goods and Services; Insituform Technologies USA, LLC;
100 (\$573,296.00); Cook Creek Interceptor West 36-Inch CIPP Proposal; Additional Services
101 Amendment #1; Board Member Potasnik moved to approve. Board Member Barlow
102 seconded. Request Approved 3-0.

103 Request for Purchase of Goods and Services; Nugent, Inc. d/b/a Utility Supply Company;
104 (\$102,993.51); North End Phase 2; Board Member Barlow moved to approve. Board
105 Member Potasnik seconded. Request Approved 3-0.

106 Request for Purchase of Goods and Services; P1 Mechanical, Inc.; (\$118,555.00);
107 Installation of Equipment on Existing Boilers; Board Member Barlow moved to
108 approved. Board Member Potasnik seconded. Request Approved 3-0.

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

110 Request to Use Allied Solutions East Patio; Special Request to Use Electricity;
111 Rehearsal October 1, 2026 (4:30 PM to 5:00 PM); Hotel Carmichael Wedding;
112 October 2, 2026; 2:00 PM to 7:00 PM; Board Member Barlow moved to approve.
113 Board Member Potasnik seconded. Request Approved 3-0.

114 Request to Use/Close City Streets; Special Request to Use Electricity; Americana on Main;
115 June 11, June 18, June 25, and July 2, 2026; 12:00 PM to 7:00 PM; Board Member Barlow
116 moved to approve. Board Member Potasnik seconded. Request Approved 3-0.

117 Request to Use Carter Green and Use/Close City Streets; Festival of Racing; June 16, 2026;
118 12:00 PM to 9:00 PM; Board Member Barlow moved to approve. Board Member Potasnik
119 seconded. Request Approved 3-0.

120 Request to Use Civic Square Gazebo and Lawn; International Day of Yoga; June 21,
121 2026; 7:00 AM to 12:00 PM; Board Member Barlow moved to approve. Board Member
122 Potasnik seconded. Request Approved 3-0.

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124 Request to Use Midtown Plaza; Carmel Runners Club Kick Off Event; July 18 2026; 7:00
125 AM to 11:00 AM; Board Member Potasnik moved to approve the request with the
126 amendment of the date July 25, 2026. Board Member Barlow seconded. Request
127 Approved 3-0.

128 Request to Use Civic Square Gazebo and Lawn; (Originally Approved March 18, 2026,
129 Rain Date Amendment); Vaisakhi Festival; May 17, 2026; 9:00 AM to 6:00 PM; Board
130 Member Barlow moved to approve. Board Member Potasnik seconded. Request Approved
131 3-0.

132 *Request to Use/Close City Streets; Inaugural VQ Labs & Freewheeling Community Ride;*
133 *August 15, 2026; 6:00 AM to 2:00 PM; Board Member Barlow moved to approve. Board*
134 *Member Potasnik seconded. Request Approved 3-0.*

135 *Request to Use City Hall Council Chambers; Special Request to Use Electricity; Indiana*
136 *Family Institute's Hoosier Learning Series; August 27, 2026; 8:00 AM to 5:00 PM; Board*
137 *Member Barlow moved to approve. Board Member Potasnik seconded. Request Approved*
138 *3-0.*

139 *Request to Use Midtown Plaza and Use/Close City Streets; Special Request to Use*
140 *Electricity; The Arts in Autumn; October 17, 2026; 9:00 AM to 9:00 PM; Board Member*
141 *Barlow moved to approve. Board Member Potasnik seconded. Request Approved 3-0.*

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143 **OTHER**

144 *Request for Consent to Encroach; 10469 Roxley Bend; Board Member Potasnik moved to*
145 *approve. Board Member Barlow seconded. Request approved 3-0.*

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147 *Request for Consent to Encroach; 10343 Windemere Blvd; Board Member Potasnik moved to*
148 *approve. Board Member Barlow seconded. Request approved 3-0.*

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150 *Request for Grant of Drainage Easement; 431 1st Ave NE; Board Member Potasnik*
151 *moved to approve. Board Member Barlow seconded. Request approved 3-0.*

152 *Request for Dedication and Deed of Public Right of Way; 310 1st Ave NE; Board*
153 *Member Potasnik moved to approve. Board Member Barlow seconded. Request*
154 *approved 3-0.*

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156 *Request for Dedication and Deed of Public Right of Way; 425 1st Ave NE; Board Member*
157 *Potasnik moved to approve. Board Member Barlow seconded. Request approved 3-0.*

158 *Request for Dedication and Deed of Public Right of Way; 431 1st Ave NE; Board*
159 *Member Potasnik moved to approve. Board Member Barlow seconded. Request*
160 *approved 3-0.*

161 *Request for Aerial Waiver of BPW Resolution NO. 04-28-17-01; Pole Replacements*
162 *at Various Locations; Board Member Potasnik moved to approve. Board Member*
163 *Barlow seconded. Request approved 3-0.*

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165 **ADD-ONS AND DEPARTMENT DIRECTOR COMMENTS**

166 *Board Member Barlow moved to add an item as an Add-On. Board Member Potasnik*
167 *seconded. Add-On Approved 3-0.*

168 ***Request to Use Midtown Plaza; Bike to Work Day; May 15, 2026; 6:15 AM to 9:00 AM;***

169 *Board Member Barlow moved to approved. Board Member Potasnik seconded. Request*
170 *Approved 3-0.*

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172 *Board Member Barlow moved to add an item as an Add-On. Board Member Potasnik*
173 *seconded. Add-On Approved 3-0.*

174 ***Request to Use Midtown Plaza; Coffe on the Monon; May 15 through September 25,***

175 ***2026; 6:15 AM to 9:00 AM;*** *Board Member Barlow moved to approved. Board Member*
176 *Potasnik seconded. Request Approved 3-0.*

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178 **ADJOURNMENT**

179 *Chairwoman Campbell adjourned the meeting at 10:38 am.*

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185 **APPROVED:**

Jacob Quinn – City Clerk

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Chairwoman Laura Campbell

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ATTEST:

Jacob Quinn – City Clerk

Contact Information	
City of Carmel Indiana ("Customer") Contact Name: Zach Hasty Telephone: Email: zhasty@carmel.in.gov	Passport Labs, Inc. ("Passport") Contact Name: Jake Breig Telephone: Email: jake.breig@passportinc.com
Ship-To Address: Three Civic Square, Carmel, Indiana 46032, United States	Bill-To Address: Zach Hasty Three Civic Square, Carmel, Indiana 46032, United States zhasty@carmel.in.gov

Products and Services	
Citation Management Platform ("CMP")	X
Digital Permits for Parking Platform ("DPP")	X
Payment Processing Services	X
Hardware (Licensed or Supplied by a Third Party)	X

Products and Services	Fees	Fee Types
Citation Management for Parking ("CMP")		
Per Citation CMP Service and License Fee	\$3.95	Per Ticket Paid
Per Citation Management Platform Software Licensing Fee	\$6,000.00	Per Year
Additional CMP Fee After Citation Amount Escalation	0% of escalated citation amount	Per Ticket Paid
Cost Per Notification Letter Sent by Passport	\$1.00 plus applicable postage	Per Notification Letter
CMP Merchant Services Fee	2.9% + \$0.25	Per Transaction
CMP Payment Gateway Fee	\$0.05	Per Transaction
Digital Permits for Parking ("DPP")		
DPP Service and License Fee	\$500.00/month - year 1 \$1,000.00/month years 2-5	Per Month
DPP Merchant Services Fee	2.9% + \$0.25	Per Transaction
DPP Payment Gateway Fee	\$0.05	Per Transaction
Third Party Hardware		
Zebra ZQ320+ Bluetooth Printer	\$650.00	Per device

Zebra TC27 Handheld	\$950.00	Per device
Genetec Mobile License Plate Recognition Software Licensing	\$13,472.25	Per System, Per Year
Genetec Mobile License Plate Recognition Materials and Labor	\$36,205.84	Per Device
Genetec Mobile License Plate Recognition Extended Warranty	\$10,342.06	Per Device

Key Terms	
Effective Date	Upon signing by both Parties
Initial Term and Renewal Term	This Order Form will have an initial term of 3 years (the "Initial Term"). Upon expiration of the Initial Term, this Order Form may renew for successive renewal terms of twelve (12) months (the "Renewal Term") on the same terms and conditions, upon mutual agreement by the parties.
Pass-Through Costs	Passport shall have the right to pass through to the Customer any costs incurred by Passport for postage, mailing, shipping, or other expenses directly associated with the Services provided under the Agreement ("Pass-Through Costs"). Passport shall provide Customer any supporting documentation as reasonably requested by Customer. Passport shall provide written notice to Customer of any anticipated increases for Pass-Through Costs.

Appendices	Offering	Location
X	Software License and Service Agreement	See attached.
X	Citation Management ("CMP")	
X	Payment Processing Services	
X	Third Party Hardware	
X	Statement of Work	

Billing Information	
Billing Contact Name:	Zach Hasty
Billing Email Address:	zhasty@carmel.in.gov
Billing Address:	Three Civic Square, Carmel, Indiana 46032, United States

This Order Form (the "Order Form"), effective as of March 2, 2026, is being entered into by and between Passport Labs, Inc. and City of Carmel Indiana ("Customer") pursuant and subject to the Software License and Service Agreement (the "Agreement") entered into by the Parties as of the date of last signature herein. Upon execution, this Order Form shall be incorporated by reference in and subject to the Agreement. Capitalized terms used but not defined herein shall have the same meanings as set forth in the Agreement.

This Order Form, together with any Appendices attached and the SOW attached, contain the terms and conditions applicable to the Products and related services purchased pursuant to the Agreement.

[signature page follows]

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

CITY OF CARMEL, INDIANA


Passport Labs, Inc.

by and through its Board of Public Works and Safety

By:

By:

Laura Campbell, Presiding Officer


[Khristian Gutierrez \(May 13, 2026 17:56:49 EDT\)](#)
Authorized Signature

Date: _____

Khristian Gutierrez

James Barlow, Member

Printed Name

Date: _____

CEO

Alan Potasnik, Member

Title

Date: _____

FID/TIN: **46-4987364**

ATTEST:

Date: **May 13, 2026**

Jacob Quinn, Clerk

Date: _____

Statement of Work

City of Carmel, IN
May 11, 2026



Project Overview

Passport will transition The City of Carmel, IN (“Customer”) from its current parking enforcement and digital permitting systems to Passport’s parking compliance and digital permitting systems. Passport’s parking compliance and digital permitting system consists of online end-user portals and a back-office system, Passport Portal (“Portal”).

Parking citations are issued through Passport’s OpsMan Mobile application. All online-based parking citation and digital permit payments completed through Passport’s online end-user portals will be processed through Passport Payments.

Statement of Work

Configurations

Passport Payments

Passport Payments is an extension of Passport’s platform and provides the payment infrastructure for the Customer’s solution.

Unified Payment Processing

Passport Unified Payment Processing is a full-stack payments solution in which Passport manages payment processing, settlement, and reconciliation on behalf of the Customer. By consolidating payment acceptance, processing, and financial operations within one platform, Passport eliminates the need for a separate payment provider and delivers a consistent, reliable

payments experience across all applicable programs and channels.

Operating Model

Passport will act as the Merchant of Record for all transactions processed through the applicable Passport applications. In this model, Passport assumes full responsibility for payment processing, compliance, and end-user payment support. The Customer will be removed from PCI scope for this processing activity. Passport branding will be prominent on all payment screens, and all end-user payment support will be directed to Passport. The Customer will receive settlement funds on either a net or gross basis. Please see the Settlement section below for additional details

Online Payments

Passport Unified Payment Processing supports card-not-present transactions initiated through Passport's digital applications. These transactions are processed, settled, and reconciled entirely within the Passport payments platform.

Accepted Payment Methods

Passport will enable the following payment methods for the Customer's applicable programs:

- Visa
- Mastercard
- American Express
- Discover
 - If Discover is accepted, then JCB and Union Pay are also accepted.
- Diners Club
- Consumer Benefit Cards

As outlined in the Order Form, the Customer is responsible for paying all applicable gateway and merchant processing fees.

Tokenization, Authorization, and Capture

Passport's gateway tokenizes cardholder information for secure processing and storage on the Passport platform. The gateway routes all transactions for authorization to the applicable card networks. Once authorized, the gateway assigns a transaction ID. Transactions are either immediately captured or held open for modification, depending on the transaction type, and are submitted for settlement at the daily gateway cutoff time.

Settlement

Settlement is the process of moving funds from the end user's card-issuing bank account to the merchant account. Settlement of transactions processed through the applicable Passport applications takes 2–3 business days to complete.

Passport provides net settlement, which means Passport calculates the total credit and debit card proceeds less Passport merchant processing fees, refunds, and any applicable adjustments such as chargebacks. When possible, Passport will also net applicable transaction fees from the settlement so that the Customer does not need to receive a separate invoice for those fees. As the MOR, Passport will bear the financial cost of chargeback processing fees for disputed transactions initiated within any Passport application

Remittance

Funds will be remitted to the Customer monthly, shortly after the close of each calendar month. The Customer will provide Passport with remittance account information for each Passport product.

The Customer understands that Passport will invoice the Customer monthly for any fees not captured during settlement and remittance.

Reporting and Reconciliation

Passport's back-office system merges settlement data from the payment platform with activity from the applicable Passport programs. The output is a set of financial and management reports that support reconciliation, revenue recognition, and dispute management. Reporting capabilities include:

- Payment Settlement Summary
- Payment Settlement Detail
- Payment Transaction Report
- Dispute Reporting

Transaction Hub

Customers with Passport Payments have access to the Transaction Hub, a centralized payment visibility tool included in the standard Passport Payments offering. It provides finance and administrative users with a single interface to investigate, verify, and troubleshoot payment transactions across Passport products and sources, without requiring engineering involvement.

Transaction Hub capabilities include:

- **Transaction search** by operator and status, card details, or any system-generated identifier (transaction ID, order ID, product ID, reconciliation ID, or payment token)
- **Transaction detail view** including payment method, processor details, settlement and funding status, order transaction trail, and line items
- **Settlement and funding visibility** including gross and net settlement amounts, batch assignment, and expected funding date once a transaction is reconciled
- **Chargeback and dispute detail** viewable within individual transaction records
- **Role-based access control (RBAC)** restricts visibility to authorized Finance and Admin users at the operator level

Dispute Management

Disputes are initiated by the cardholder or financial institution with a card network. They occur when a cardholder disputes a purchase or when proper acceptance and authorization were not obtained. Once accepted by the card network, a dispute becomes a chargeback and will immediately reverse the initial transaction. The card network will also assess a chargeback fee. As the MOR, Passport will bear the financial cost of chargeback processing fees for disputed transactions initiated within any Passport application

The Customer can access chargeback reporting in the Passport back-office as chargebacks are received from the card networks, and will be notified of new chargebacks via email to specified accounts. The Customer may choose to respond to chargebacks with compelling evidence to request a reversal. Compelling evidence must be submitted to payments@passportinc.com within 7 calendar days of the Processed Date shown in the back-office. All final decisions are made by the card networks. Passport reserves the right to determine whether submitted evidence is sufficient for consideration by the card networks.

Parking Compliance Product

Passport Portal Back-Office

Passport will provide the Customer with direct access to its cloud-hosted back-office system, Passport Portal, which will enable daily operations management of reporting, citation management, payment tracking, and auditing.

Passport Portal includes the following features and functionality:

- Secured Access
 - Unlimited user specific login credentials with custom privileges per user.
- Real-time aggregator of citation data from Passport's Android issuance application, OpsMan Mobile



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- Write Citations
 - Manual citation entry for handwritten violations by Customer staff
 - Provides the user with the ability to write a citation or warning directly into the system, allowing the user to complete all the fields typically entered in the field by the parking enforcement officer via the issuance application OpsMan Mobile.
- Search for Citations
 - Receive scofflaw notification if relevant based on the search criteria
- Review Citation Details capture from the issuance process
 - The Citation Details page displays all of the data and information associated with the selected single citation, as well as provides the options to perform multiple actions on the selected citations.
 - All information, images, and documents pertaining to the citation are captured and displayed on the Citation Details page. This includes information on the vehicle, the violation that took place, contacts associated with the vehicle, chalking details if relevant, the citation fee schedule, and notes and evidence for the citation.
 - Information captured during the issuance of the citation is displayed on the Citation Details page. Any updates to the citation after it was issued will be displayed on the page as well, with all edits overwriting the initial data field values.
 - Review citation trail, which lists all of the citations relevant details timestamped with the user who performed the action
- In-office Payment Acceptance
 - Apply a payment to a single citation
 - Can partially pay, overpay, underpay and apply multiple payments
 - Apply a single payment to multiple citations in one transaction
 - Perform quick entry payments in batches
 - Please note that Passport Portal does not accept in-person credit card payments
 - All in-person credit card payments need to be done online through the portal or manually logged in Passport Portal after being processed through an external system.
 - Please note that Passport Portal will not integrate with a cash draw or check reader
 - Any cash payments will need to be manually logged in Passport Portal after being processed through an external system
 - Any check payments will need to be manually logged in Passport Portal after being processed through an external system

- Perform Actions /Edits on Citations (subject to user privileges)
 - Adjustment citation amount due
 - Refund online payment portal-based payments
 - Reverse in-office accepted payments
 - Void citation
 - Reset or edit citation escalation schedule
 - Edit citation status
 - Edit certain citation details
 - Violation Type
 - Zone / Location
 - Space Number
 - License Plate Number
 - Vehicle Identification Number
 - License Plate State
 - License Plate Type
 - Vehicle Type
 - Vehicle Color
 - Vehicle Make
 - Vehicle Model
 - Violator First Name
 - Violator Last Name
 - Violator Birthday
 - Violator Email Address
 - Violator Address
 - Custom Fields that are set up specifically for the Customer
 - Violation Escalation Schedule Start Date
 - Email payment receipt
 - Print 8.5"x11" payment receipt to office print
 - Generate a preconfigured PDF template
 - Print 8.5"x11" PDF version of the Ticket
 - Send a preconfigured templated Letter
 - Tag citation(s) with a specific label for reporting and subsequent actions
- Void Queue
 - Provides the listing of officer-initiated voids through the issuance application and the ability for a Passport Portal user to accept or decline these voids. The Portal user is presented with the citation details and additional documentation provided by the officer when making their decision to accept or decline the void

- Configure Allow / Deny Lists
 - Provide the Passport Portal user with the ability to set up specific lists based on license plate numbers to create special scenarios such as showing a license plate number as always having a valid parking right or configuring a stolen vehicles list.
- Access to on-demand Reporting tools, including, not limited too:
 - Violation Summary Report (by Officer, Area, Location)
 - Violation Detail Print-Out (with photo images)
 - Voided Reason Report
 - Violation Print-Out Report
 - Hot List (boot and tow eligible) of Vehicles
 - Disposition Code Report
 - Citation Audit Trail
 - Open Denial Report
 - Denial Disposition Summary Report
 - Closed Denial report
- Online user knowledge base
- Officer reports for configured field items/issues
 - This feature is not a case management system but a notification system.
 - Alerts can be configured to a defined email distribution list for officer report submission awareness.
- Scofflaw listing generation for delivery to the OpsMan Mobile issuance application

Legacy Citation Import

Passport understands the Customer will not import legacy citation data into its system.

OpsMan Mobile Monitoring and Issuance Application

Passport will deliver the monitoring and issuance application, OpsMan Mobile, to the Customer to be used in conjunction with the monitoring and issuance devices the Customer secures.

Passport's OpsMan Mobile is an Android application that provides the following functionality:

- Secured permission-based access for application functionality.
- Seamless workflow for entering the required key data for each citation.
- Real-time citation issuance and back-office system upload for all violations
- Real-time warning issuance and back-office system upload for all warnings
- Real-time scofflaw indication notifications
- Real-time Passport provided permit indication notifications
- Historical LPN violation issuance history notifications

- Offline citation and warning issuance with automatic data upload upon reconnection
- Time limit marking (electronic chalking)
 - Can chalk by location, block, or address
 - One vehicle tire stem marking functionality
 - Capability to print chalking marks on overtime violations. Stem value positioning marks are not able to be printed on the citation
 - This functionality will be enabled for the Customer such that time-limited spaces can be enforced in off-street lots
- Parking enforcement officer notes with the ability to print or not print the notes on the citations. Regardless of printing, all notes are available in the backend system, Passport Portal
- Citation reprints
- Real-time citation voiding capabilities
- Last-second citation data input verification
- Last-second payment verification before issuance
- Barcode printing
- QR Code printing
- Violation cost increases for late penalties based on a set schedule
- Officer Signature printing

Citation Lifecycle

After a citation has been issued, the citation can be paid, denied, or will be removed from Passport Portal and referred to the Customer after a certain number of calendar days of no action from the violator. Please see below for a dedicated overview of each of these scenarios.

Citation Payments and Disputes / Appeals

Online

Passport will provide a web portal for violators to make payment on and/or deny their citation(s). The web portal will be visually configured to match the colors and logo preference of the Customer.

Payments

The web portal provides the following search and payment functionality:

- Mobile friendly, Customer-branded portal that allows violators to search for and pay their citations online.
- Search by Citation Number, License Plate Number or VIN
 - Citation status indication is provided as well as full details on the specific citation

- View escalation schedule for specific citation
 - External Note(s) and Photographic Evidence is provided to the violator for each citation viewed
 - Payment capabilities
- Online Payment Capabilities
 - Single or multiple citations can be paid in one transaction
 - Credit or Debit Card payment acceptance
 - Email notification to the payer of payment
 - Skeleton ticket acceptance

Disputes

The web portal provides the following search and denial functionality:

- Search by Citation Number, License Plate Number or VIN
- Review the corresponding violation information such as date/time, description, amount, and supporting photo evidence
- Online dispute submission
- Evidence upload capabilities
 - Photographic
 - Text
- Email notification to violator's of denial submission
- Select from different preset reasons for a denial

After an online denial is submitted for a citation, it will leave the Passport Portal and will be sent to Customer for enforcement determination.

Passport can ensure that a citation cannot be denied online if it has been paid or has aged past a certain number of calendar days. In addition, Passport will ensure that a citation can not be denied online more than once.

Ordinance Violation

Passport understands that once an open (unpaid) citation has aged past forty-five (45) calendar days, it becomes eligible to be issued as an Ordinance Violation ("OV") and is required to be submitted to the Customer's Law Department ("CLD"). The following provides an overview of the OV process:

- On a daily basis, open citations that have aged past forty-five (45) calendar days or have been denied will be sent to CDL by Passport and Passport will update their status to "OV."

- Any citation that has a status as a OV will no longer be payable within the Passport system, and its lifecycle will no longer be managed within the Passport system.

Any changes to this workflow, including automation or system integration, would require a separate written agreement and scoping process.

Automatic Physical Notice Letter Sending

Passport has out-of-the box capability to template, produce and send physical letters via USPS based on configured criteria.

Passport will configure the automated letter production and sending system for the Customer to automatically send physical letters to those violators who have not paid their citations twenty eight (28) calendar days post citation issuance.

Passport will work with the Customer to determine any other physical letter sending needs.

Passport will leverage email communications for other customer communications, such as:

- Citation receipts

Customized templated letters can be sent on demand for single or multiple citations.

Registered Owner Information Lookup and Automatic Physical Notice Letter Sending

Passport will provide registered owner lookup services to the Customer via NLETS. NLETS provides registered owner lookups in all 50 United States based on Passport providing NLETS with license plate information. In order to leverage the NLETS service, the Customer will be required to provide Passport with an executed NLETS Agency Authorization Form.

Registered owner information provided by NLETS will be pulled for each individual citation one day after the citation is issued. The registered owner information will be used to populate a payment due notice to the violator if they have not paid or denied their violation within a certain amount of calendar days post issuance.

The registered owner information will be able to be viewed within the back-office for each issued citation if NLETS provides the registered owner information back to Passport.

NLETS provides current (at time of lookup) registered owner information and does not provide historical violator information. Please note that lookup success rates vary from roughly 80% to 95% based on the variance of data available in the unique DMV systems. This means that some lookups will fail based on missing correlating DMV data. This is not something that Passport can influence or correct.

Scofflaw List Management and Notifications and Tow Procedures

Passport understands the client will not utilize Passports Scofflaw List Management and Notification functionality.

System Training

Once a majority of the project milestones have been completed and the target launch date is confirmed, Passport will work with the Customer to set-up the remote web-based training plan. Passport will assist the Customer with determining who should be involved in the training sessions and when they should occur from a scheduling perspective around the target go-live date.

Passport will host a training session with any Customer employees who will interact with the Parking Compliance Platform. Passport recommends that all parking staff, anyone responsible for the adjudication of parking citations, Customer accountants, and enforcement managers be present for training, and etc. Passport will work with the Customer if additional training sessions are required.

All training is done via a “Train the Trainer” method, equipping each person present with the tools and knowledge to train their teams now and in the future.

Handheld Enforcement Hardware

Monitoring and Issuance Devices

- Passport will provide three (3) Zebra TC27 devices for the purpose of monitoring enforcement activities and issuing citations through OpsMan Mobile.
 - The Customer is responsible for maintaining and paying for the data plans associated with the devices.

Issuance Printers

- Passport will secure, configure, and deliver three (3) Zebra Thermal ZQ320+ wireless bluetooth printers
 - Each printer will come with the following accessories:
 - One (1) Printer
 - One (1) Power Supply Plug
 - One (1) Shoulder Strap
 - One (1) Roll Blank Paper
 - While Passport will provide the printers to the Customer, the Customer will be invoiced at the price listed in the contract terms
 - Any subsequent printers secured, configured, and delivered to the Customer will be invoiced at the price listed in the contract terms

Blank Citation Issuance Paper

- Passport understands that the Customer has elected to use blank paper for issuing parking violations. The blank paper includes the following details:
 - Single-sided glossy finish
 - Single-sided printing
 - Not 100% waterproof
 - No perforation
 - Flat Rate Pricing

Digital Permits Product

Legacy Provider Permit Data Import

Passport understands that the Client would like to import its existing permit data into Passport's system for the system transition.

As such, Passport will provide the Client with its template permit data import format file so that the Client is able to provide Passport with the permit data to be imported

All imported permits will be assigned a Link Code. The Link Codes allow new Passport permit customer accounts to be linked to their digital permits that have been imported or issued through the back-office system. The Link Code allows the customer to pull in their imported permit into the customer's account.

Link Codes will be provided to the permit holder via email or through a physical mailing.

Passport Portal

Passport will provide the Client with direct access to its back-office, Passport portal, that allows permit system administrators to manage their entire permit system, including the approval queue, waitlists, and reports. The back office, Passport Portal also allows administrators to manage customer accounts and issue permits.

Manage Permits

Manage permits functions as a search user interface to quickly search for a specific permit and then take an action:

Core functionality includes:

- Viewing a permit's status and general details
- View and add notes to a permit
- View the historical actions taken on a permit
- View the user associated with the permit
- View the payment history of the permit
- Email or print previous receipts
- Edit unrestricted Permit details
- Update the status of a permit: suspend, unsuspend, or cancel
- Renew and apply payments to permits
 - Passport does not accept in-person credit card payments.
 - All in-person credit card payments need to be done online through the portal or manually logged in Passport Portal after being processed through an external system.
 - Passport will not integrate with a cash draw or check reader
 - Any cash payments will need to be manually logged in Passport Portal after being processed through an external system.
 - Any check payments will need to be manually logged in Passport Portal after being processed through an external system.

Issue Permits

Issue permits functions as a quick action drawer user interface to manually issue permits through the back-office system.

Core functionality Includes:

- Waitlist / limit information
- Outstanding citation check warning against the LPN

- Eligibility requirement and document submission override
- Support address first issuance

Approval Queue

The approval queue functions as a single first in, first out list with searching capabilities. Individual applications can be inspected via a drawer user interface within the same page. Relevant Search and Filtering capability is also provided.

The approval queue can be filtered between three separate sections:

- New permits
- Change requests
- Needs more information

Approving or rejecting a permit application can be completed from the inspection view, progressively over the list order or in bulk from the main list view.

Core functionality includes:

- Inspect, approve or reject applications
- Set aside permits for manual follow-up *à la* Needs More Information
- Separate change requests from new permit applications

Reporting

Reports are made available within the Passport portal. All reports are presented as a list with the ability to filter for reports. The digital permits product has three core reports available:

- Exportable permit payment and refund report
 - All cashflow shown in one report.
 - Allows filtering by date range
- Exportable permit zone report
 - Allows filtering by zone, status, and/or date range.
- Exportable permit detail report
 - Allows filtering by type, cycle, status, and/or date range.

End-User Customer Portal

Passport will provide the Client with a web-based portal that is publicly accessible and allows permit applicants/holders to apply, purchase, and manage their permit(s). The permit portal will be accessible online at a white-labeled domain name determined by Passport with feedback provided by the Client.

Branding

The Client may customize the following for their customer portal:

- Logo
 - The Client must provide a JPEG (or similar format) of their logo
- One primary color should be defined by the Client
 - Primary color is used for buttons and links and it is also applied to illustrations so it must be AA WCAG compliant.
- The secondary color is derived from the primary color automatically to meet accessibility standards
- Subdomain
 - The URL for customer portal will be <subdomain>.cmrpay.com/permits

Dashboard

The Permit Dashboard view is a highly stylized list view user interface with added quick navigation for using link codes or applying for new permits. The dashboard view separates saved applications from those fully submitted which constitute true permits. Individual applications or permits each have their own call to acts for provided actions, such as navigation into permit management or removing a saved application.

Core functionality includes:

- Permit linking quick navigation
- Apply for Permits quick navigation
 - Special rate permits, like senior citizen permits, will be offered at their correct rates.
- View list of saved applications
- Remove or re-enter application flow
- View list of permits
- Enter manage permits flow
- View general permit data, such as permit number, type, valid location (zone), hours (if applicable), status, and valid dates

Application Workflow

Permit applications function as a stepped, progressive series of data collection covering all information required of the applicant. Two application process flows are supported

- Basic
 - The Basic flow allows open selection and application for any permit type, regardless of eligibility.
 - All applications are started from the dashboard via selecting a permit type.
- Residential
 - The Residential flow requires applicants to input an address which acts to filter all permit type selections down to only those available to the applicant.

Core functionality includes:

- Residential eligibility based address first optimized flow
- Ad hoc custom fields for required vehicle or permit holder / applicant information
- Requirement validation on input fields
- Proof of Eligibility document upload
 - Proof of residency, such as a current utility bill, current notarized affidavit of the landlord, auto registration cards or deed in the name of the permittee and showing the address within the controlled parking area.
 - Current vehicle registration
- Saving and deleting in-progress applications
- Configurable location information and hours
- Summary view of application details is always in view and updates step by step.
- Client contact information footer
- Reference links (Client Configurable FAQs, Passport Terms of Service, Privacy Policy, & Cookies Policy) footer

Manage Permit

Manage Permits functions as a tabbed detail view which transitions into forms for edits allowing users to view and manage individual aspects of a permit via the following tabs:

- Permit details / status
- Permit Holder Information
- Vehicle Information
- Payment History
- Auto-Renew Setup

Core functionality includes:

- Permit details: view general details and call to act to manually renew if eligible
- Permit holder Information: view / edit all fields related to the permit holder
- Vehicle Holder Information: view / edit all fields related to a vehicle, add and remove vehicles
- Payment History: view all previous payments and refunds toward the individual permit as well as downloading payment receipts.
- Auto-Renew Setup: setup or change the current configuration for auto-renew. Includes defining the credit card to bill & user ability to define the billing date (from an operator configured range).

Manage Account

Custom Configurations and Integrations

Additional Changes Not Listed in Statement of Work

The Customer understands that if there are any changes or additions requested to the work outlined above, Passport will need to rescope and there may be additional charges the Customer will be responsible for.

Assumptions & Notes

Passport will rely upon the concerted engagement, direction, authorization, approvals, or other information provided by the Customer's primary stakeholder and technical teams while performing these services.

The Customer's Project Manager and respective team will be responsible for contributing to and reviewing Weekly Status Reports and reporting Project issues.

Additional Customer responsibilities include:

- Providing operational information promptly
- Providing a list of stakeholders for implementation
- Making a good-faith effort to facilitate the continued progress of the implementation
- Performing user acceptance testing to confirm the accuracy of configured attributes of the system
- Providing written approval on each aspect of the system

Deliverables or activities not specifically identified as in scope throughout this document are out of scope unless accompanied by an approved change request form.

Project Change Request

Project changes may be required to manage unanticipated or new information that may arise during the system's implementation and delivery and impact an existing (or create a new) deliverable, restriction, milestone, or dependency. The project change request process ensures that all parties can track and approve changes appropriately throughout the project.

Process

1. A Passport representative will complete a change request form describing the change to be evaluated
2. Passport will perform an impact assessment (cost, schedule, risk, etc.) and provide a recommendation for achieving the Customer's objectives based on the change
3. The Customer will decide whether or not to proceed with Passport's recommendation or will suggest an alternative approach
4. If the change request form is approved by the Customer and fully executed, it will be incorporated into this statement of work.

Acceptance


Please indicate your acceptance of this Statement of Work by signing below. Both Parties must approve any changes to this Statement of Work in writing.

Customer

Authorized Name: _____
Title: _____
Signature: _____
Date: _____

Passport Labs, Inc.

128 S. Tryon St. Suite 2200 Charlotte, NC 28202

Authorized Name: Khristian Gutierrez
Title: CEO
Signature: 
Khristian Gutierrez (May 13, 2026 17:56:49 EDT)
Date: May 13, 2026

SOFTWARE LICENSE AND SERVICE AGREEMENT

This Software License and Service Agreement is effective as of March 2, 2026 (the “Effective Date”) and entered into by and between Passport Labs, Inc., a Delaware corporation (“Passport”), and City of Carmel Indiana (“Customer”). Passport and Customer are each a “Party” and collectively the “Parties.” Passport is in the business of providing, and Customer desires to obtain from Passport, certain parking- or transit-related software, hardware, and/or related services. This Agreement establishes the master terms and conditions that will apply to Customer’s purchase from Passport of the products and services under this Agreement and Passport’s delivery of the same to Customer. In consideration of the mutual promises and covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. DEFINITIONS.

For purposes of this Agreement, the following terms shall have the meaning set forth below (or as otherwise defined in the Agreement):

1.1. “Agreement” means this Software License and Service Agreement, the Product-Specific Terms, the Order Form(s), the Statement(s) of Work, and all other attachments, exhibits, and schedules hereto.

1.2. “Confidential Information” means all information of either Party (“Disclosing Party”) which is disclosed to the other Party (“Receiving Party”) pursuant or in relation to this Agreement (a) if in written form, that is marked “Confidential,” “Proprietary,” or with words of similar import; and (b) if in written form, but not marked “Confidential,” “Proprietary,” or with words of similar import, or if disclosed verbally that a reasonable person would regard such information as confidential under the circumstances of disclosure or in view of the nature of the information. Confidential Information includes, by way of illustration and not limitation, , the Passport System and all components thereof, the Intellectual Property, and all non-public know-how, inventions, techniques, processes, algorithms, software programs, schematics, designs, contracts, customer lists, financial information, pricing information, marketing information, and product plans.

1.3. “Customer” is the entity specified in the preamble.

1.4. “Customer Materials” means any materials, systems, and other resources that Customer provides to Passport in connection with Professional Services.

1.5. “Documentation” means the technical documentation for the Passport System provided by Passport to Customer, including all updates and versions thereof, whether in the form of electronic or printed materials, magnetic media, or machine-readable format.

1.6. “End User” means any individual who uses any component of the Passport System to transact for any Product.

1.7. “Go-Live Date” means the date on which the Passport System, or any individual Product thereof if more than one Product is purchased under this Agreement, is launched and begins to be utilized by Customer.

1.8. “Initial Term” means a period of 3 years months from the Go-Live Date, unless otherwise indicated in an Order Form.

1.9. “Intellectual Property” means all tangible and intangible property of Passport or its third-party vendors provided to Customer pursuant to this Agreement that is embodied in or used in connection with the Passport System, including, without limitation, trade names, source code, trademarks, copyrights, patents, and trade secrets, and/or which is protected or is protectable under copyright, patent, trade secret, service mark, trademark, or other intellectual property laws and/or regulations.

1.10. “License Fees” means the fees owed to Passport in consideration of providing Customer the Passport System pursuant to this Agreement as memorialized in the Order Form or elsewhere in the Agreement.

1.11. “Licensed Software” means the Passport software and any Third Party Software as more particularly set forth in an Order Form.

1.12. “Order Form” means that certain form bearing the same caption on which the Products, Third Party Products, and any other software, hardware, products, or services ordered by Customer under this Agreement, among other things, are specified.

1.13. “Passport System” means collectively the Licensed Software, Third Party Hardware, Documentation, and any Third Party Products licensed or sold under this Agreement by Passport to Customer.

1.14. “Product” means any product offered by Passport, including a mobile payments for parking platform, a citation issuance and management platform, a digital permits platform, a mobile payments for transit platform, a micromobility management platform, and a unified platform for the management and distribution of parking rates and business rules, as well as any other product identified in an Order Form.

1.15. “Product-Specific Terms” means those separate legal terms appended to this Agreement that apply to each Product purchased by Customer under this Agreement.

1.16. “Professional Services” means any enablement, configuration, integration, implementation, or other technical and professional services provided by Passport related to the Passport System, as more fully described in a Statement of Work.

1.17. “Renewal Term” means a period of twelve (12) months following the Initial Term, unless otherwise indicated in an Order Form.

1.18. “Statement of Work” or “SOW” means a statement of work agreed upon by the parties with reference to each Product purchased under this Agreement and appended to this Agreement or to an Order Form. Any variation to a Statement of Work must be memorialized in a change order that is agreed upon and signed by the parties.

1.19. “Substantial Completion Date” means the date that Passport has completed configuring the Passport System, or any individual Product thereof if more than one Product is purchased under this Agreement, to the specifications as set forth in the applicable SOW and is ready to be launched and utilized by Customer. Passport will notify Customer when it has achieved the Substantial Completion Date for each Product.

1.20. “Term” means the Initial Term and any Renewal Term(s).

1.21. “Third Party Hardware” means the hardware (and any related software embedded in or distributed with the hardware by the manufacturer of such hardware) manufactured by third parties and resold and/or sublicensed by Passport to Customer.

1.22. “Third Party Products” means Third Party Hardware and Third Party Software.

1.23. “Third Party Software” means all software owned by third parties, sublicensed by Passport to Customer and integrated into or interfaced by Passport into the Passport System.

2. PRODUCTS AND SERVICES

2.1. Provision of the Passport System. During Term, Passport shall provide the Products used in conjunction with the Passport System in accordance with all laws applicable to Passport’s provision of the Products and Passport System generally (i.e., without regard for Customer’s particular use of the Passport System).

2.2. Order Forms. The Order Form shall set forth the Products Passport is to provide to Customer under this Agreement. To the extent Customer wishes to procure, and Passport wishes to provide, any additional products or services, the Parties shall enter into one or more additional Order Forms as applicable that shall each form a part of and be subject to this Agreement.

2.3. Products. As of the Effective Date, Passport provides the Products (as defined above) in the marketplace (as well as related Third Party Products). Customer may request the addition of any Products and related services to the extent not provided by Passport to Customer as of the Effective Date and any additional software or platforms developed by Passport from and after the Effective Date, which shall be memorialized in a subsequent Order Form along with any additional terms (if applicable).

2.4. Professional Services. Any purchased Professional Services are as described in the relevant SOW and, subject to the terms and conditions of this Agreement, Passport will use commercially reasonable efforts to provide such Professional Services in a professional, industry-standard manner. Customer will give Passport timely access to all Customer Materials required for Passport to perform the Professional Services, and, if Customer fails or otherwise delays in doing so, Passport’s obligation to provide Professional Services will be excused until the Customer Materials are provided or otherwise made available to Passport. Passport will use Customer Materials only for purposes of providing Professional Services. Customer may use Professional Services deliverables provided by Passport (“Deliverables”) only as required for its authorized use of the Passport System subject to the same terms and conditions under this Agreement. Passport retains all right, title, and interest, including all intellectual property rights, in and to the Deliverables.

3. CUSTOMER USE OF THE PASSPORT SYSTEM

3.1. License Grant. Subject to the terms and conditions of this Agreement and all Third Party Software licenses, including, without limitation, the payment of all applicable License Fees, Passport hereby grants Customer a revocable, non-exclusive, nontransferable, non-subleaseable, and non-assignable license to use the Passport System during the Term for Customer's own internal operations in accordance with the terms of, and subject to the restrictions contained in, this Agreement.

3.2. License Restrictions. As a condition to the license set forth in Section 3.1, Customer shall not, directly, indirectly, alone, or with another person or entity (a) decompile, disassemble, interpret, reverse engineer, translate, or otherwise determine or attempt to determine any source code, algorithms, or underlying ideas of the Licensed Software or any portion thereof; (b) remove or modify any Passport or third-party markings, identification, copyright, or other notices from the Passport System; (c) sublicense, provide, lease, lend, pledge, use for timesharing or service bureau purposes, or allow others to use the Passport System to or for the benefit of third parties; (d) modify, change, incorporate into other software, create any databases other than as permitted herein, or create a derivative work of any part of the Licensed Software or Documentation; (e) disclose results of any performance information, analysis, or program benchmark tests without Passport's prior written consent; (f) make the Passport System, in whole or in part, available in any manner to any third party; (g) install or use the Passport System in any manner not in accordance with the license grant pursuant to Section 5.1; or (h) attempt to do any of the foregoing whether individually or with others.

3.3. No Other Licenses. Except as specifically granted in this Agreement, no license or other right is granted, either directly or indirectly, by implication or otherwise, to Customer, and all other rights are expressly reserved to Passport or its third-party vendors, as applicable.

3.4. Suspension. Passport may immediately suspend Customer's access to the Passport System if: (a) Customer breaches Section 3.2 (License Restrictions) or Section 11.1 (Customer Obligations); or (b) Customer's or End User's actions risk harm to any of Passport's other customers or the security, availability, or integrity of the Passport System. Where practicable, Passport will use reasonable efforts to provide Customer with prior notice of the suspension.

4. THIRD PARTY PRODUCTS

The successful delivery of the Passport System may require that Customer use certain Third Party Products depending on Customer's operations, and, if so, Customer will be notified. Customer agrees to be bound to all licenses, obligations, restrictions, and limitations in connection with any Third Party Products. Excluding warranty of title to any Third Party Products, all other Third Party Product warranties, including, without limitation, warranties with respect to materials, workmanship, capability, and intellectual property rights are made by such manufacturers and not by Passport. Passport will use commercially reasonable efforts to pass through to Customer for Customer's benefit all end-user warranties that the Third Party Products vendor(s) provides directly to Passport. Customer will look solely to such vendors or manufacturers for all remedies under such warranties.

5. INTELLECTUAL PROPERTY

5.1. Ownership. Customer acknowledges and agrees that the Intellectual Property is exclusively owned by and reserved to Passport, or to Passport's Third Party Software or Third Party Hardware providers, as the case may be, and Passport or such Third Party Software or Third Party Hardware providers will retain all right, title, and interest in the Intellectual Property. Customer will neither acquire nor assert any ownership or other proprietary rights in the Intellectual Property or in any derivation, adaptation, or variation thereof regardless of who creates the derivation, adaptation, or variation.

5.2. Feedback. Nothing in this Agreement or in the Parties' dealings arising out of or related to this Agreement will restrict Passport's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback (as defined below), without compensating or crediting Customer or the individual providing such Feedback, except to the limited extent that Section 20 (Confidentiality; Trade Secrets) governs Feedback that constitutes Customer's Confidential Information. Notwithstanding the provisions of Section 20, Customer may not designate Feedback as its Confidential Information to the extent that such Feedback relates to the Passport System. "Feedback" refers to any suggestion or idea for improving or otherwise modifying the Passport System.

6. PRIVACY POLICY; TERMS OF USE

End users' use of the Passport System shall at all times be governed by Passport's Privacy Policy, which can be viewed at <https://passportinc.com/policies/passport-privacy-policy/>, and Passport's Terms and Conditions, which can be viewed at <https://passportinc.com/terms-and-conditions/>. Passport's Privacy Policy and Terms and Conditions may be amended from time to time in Passport's sole discretion.

7. SUPPORT SERVICES

7.1. Customer Support. Passport will provide telephone and email support to Customer's staff Monday through Friday between 8:00 a.m. to 7:00 p.m. ET to address technical support issues. Passport will provide 24/7 after-hours telephone support. Passport can be contacted for support issues at:

- 980-939-0990 or via email at help@passportinc.com (Monday-Friday 8AM-7PM ET)
- 866.815.3043 or help247@passportinc.com (after-hours support)

7.2. End User Support. Customer shall provide initial support, including inquiries via telephone and email, for End Users. If Customer is unable to address End User inquiries, Customer may direct End Users to Passport's End User support team, which is available Monday through Saturday between the hours of 8:00 a.m. to 9:00 p.m. ET at 704-817-2500 or via email at support@passportinc.com. Customer should not display Passport's support phone numbers (or other direct contact information for Passport) on any marketing or signage visible by End User.

8. PRODUCT UPDATES

8.1. Updates. To the extent that Passport releases any system-wide improvements, modifications, updates, or enhanced versions of the Licensed Software during the Term, the improvements, modifications, updates, or enhanced versions will, when available, be provided to Customer at no charge and will automatically be subject to the terms of this Agreement.

8.2. New Features. Customer may request new features or functionality to be built into the Passport System, and, to the extent that Passport plans in its sole discretion to incorporate such requested new features or functionality into the Passport System, Passport will develop such features and functionality at no cost to Customer pursuant to Passport's development timeline. If Customer desires to expedite such development, Passport may, in its sole discretion, charge Customer an expedite fee to develop the requested features or functionality, provided, however, that Passport shall first notify Customer of the expedite fee and receive written approval from Customer to proceed. If Customer's requested features or functionality are created for Customer's use and Passport does not plan to incorporate such requested features into the Passport System, Passport may, in its sole discretion, charge Customer a custom development fee for the development of such features or functionality, provided again, however, that Passport shall first notify Customer of the custom development fee and receive written approval from Customer to proceed.

9. UPTIME

Passport will provide the Passport System with Uptime (as defined below) of at least ninety-nine percent (99.0%) calculated over a rolling six-month period ("Uptime Guarantee"). For any month during which the Passport System uptime drops below the Uptime Guarantee, Passport will provide a billing credit in an amount equal to the percentage difference between a) the lowest uptime reached at any point during the month (calculated on a rolling six month period) and b) the Uptime Guarantee, multiplied by the total fees payable to Passport for such month. For example, if Uptime falls to ninety-five percent (95.0%) during a given month and if during that month the fees payable to Passport were one hundred dollars (\$100.00), Passport will issue a billing credit of four dollars (\$4.00). Uptime is defined as any period of time during which end users of the Passport System can use the Passport System, excluding any scheduled maintenance performed by Passport after hours or unavailability or impaired functionality of the Passport System due to causes outside of Passport's reasonable control (e.g., disruptions caused by Passport's hosting or payment processing partners).

10. FEES; PAYMENT

10.1. License Fees. In consideration for the licenses granted to Customer under this Agreement, Customer shall pay to Passport the License Fees.

10.2. Annual License Fees. For License Fees that are payable on an annual basis, as indicated in an Order Form, License Fees for the first year of the Term are due and payable upon the Effective Date and, thereafter, on the anniversary of the Effective Date for the duration of the Term.

10.3. Third Party Products Fees. Customer shall pay Passport all fees related to Third Party Products supplied to Customer under this Agreement as set forth in an Order Form (collectively, the "Third Party Product Fees"), if applicable. Fees for Third Party Products provided through Passport from and after the Effective Date may be subject to change based on the then-prevailing market rates of any Third Party Product provider for such products.

10.4. Implementation or Monthly Minimum Fees. Customer shall pay Passport the implementation fees or monthly minimum fees, if any, as set forth in an Order Form.

10.5. **Fee Assumptions.** Passport's License Fees, gateway services fees, and merchant services provider fees as set forth in this Agreement as of the Effective Date are conditioned upon certain underlying information pertaining to Customer's operations provided to Passport by Customer relating to transaction volume (e.g., number of mobile pay transactions, number of citations written, or number of parking permits purchased), transaction rates (e.g., hourly parking rates, citation rates, and permits rates), and average dollar amount of transactions as of the Effective Date, as well as card network fees in effect as of the Effective Date. To the extent there are non-trivial changes in any of the foregoing from and after the Effective Date, the License Fees, gateway services fees, and/or merchant services provider fees are subject to change to maintain, as closely as possible, the economic arrangement anticipated, or subsequently achieved, based on the information and card network fees in effect as of the Effective Date. Passport and Customer shall negotiate in good faith with respect to the same, provided, however, that Passport shall not be obligated to continue providing the Passport System if the Parties are unable to reach agreement on a revised fee structure.

10.6. **Expenses.** Customer shall reimburse Passport for any travel, lodging, and meal expenses incurred in connection with Passport's performance under this Agreement, which shall be invoiced as incurred.

10.7. **Payment Terms.** Unless otherwise indicated in an Order Form, all payments due to Passport hereunder are due and payable within thirty (30) days after the date of the invoice. Any amounts not timely paid shall bear interest at the rate of one and one-half percent (1.5%) per month from the due date or, if lower, the maximum rate permissible by law. If Customer fails to remit payment when due, Passport will have, in its sole discretion, the right to immediately suspend or terminate Customer's access to the Passport System in accordance with Section 16.2.1 and/or withhold funds in Passport's possession that would otherwise be remitted to Customer, in addition to any other remedies available to Passport under this Agreement or under law. Unless otherwise specified in an Order Form, all amounts payable to Passport hereunder are payable in full in United States Dollars without deduction or set off and shall be in addition to all tax obligations of Customer. If a currency other than the U.S. Dollar is specified in the Order Form, the exchange rate will be fixed at the foreign exchange rate published by the United States Federal Reserve on the date the remittance of payment is made or pursuant to a suitable commercially available service to the extent utilized by Passport in its sole discretion. If Customer requires remittance of funds by check or custom invoicing inconsistent with Passport's standard format, Passport reserves the right to assess reasonable additional fees that shall be communicated and agreed upon with Customer in advance.

11. CUSTOMER OBLIGATIONS.

In addition to the payment of fees as set forth above any other obligations of Customer set forth in this Agreement, Customer shall also be subject to the following covenants:

11.1. Customer is responsible for Customer Data, including its content and accuracy, and will comply with applicable laws when using the Passport System. Customer represents and warrants that it has made all disclosures, provided all notices, and obtained all rights, consents, and permissions necessary for Passport to collect, access, use, disclose, transfer, transmit, store, host, or otherwise process the Customer Data as set forth in this Agreement without violating or infringing laws, third-party rights, or terms or policies that apply to the Customer Data. Except as otherwise expressly set forth herein, Customer is solely responsible for its Customer Data, including its content and accuracy.

11.2. Customer shall use Passport as Customer's sole provider for the Products and services procured by Customer under this Agreement, except in the case of a termination pursuant to Section 16.2..

11.3. From and after the Effective Date, Customer shall cooperate reasonably and promptly with Passport, and devote sufficient personnel and resources, to support the configuration and implementation of the Passport System through and including the Substantial Completion Date and Go-Live Date, and thereafter as reasonably necessary to continue the ongoing operations and maintenance of the Passport System on behalf of Customer.

12. PAYMENT GATEWAY PROVIDER

Passport is a payment gateway provider and shall provide payment gateway services to Customer in connection with the Products delivered under the Passport System at the rates indicated in the Order Form. To the extent Customer uses a third-party payment processor in combination with Products delivered as part of the Passport System, Customer is solely responsible for confirming whether payments are successfully processed and Passport expressly disclaims any and all liability associated with Customer's use of a third-party payment processor.

13. MERCHANT SERVICES PROVIDER

Passport is a full-service Merchant Services Provider, meaning a service provider certified by the major card networks (Visa, Mastercard, Discover, and American Express) to process credit and debit card transactions. Passport maintains itself as the merchant of record and Merchant Services Provider in connection with the provision of the Passport system. Customer will be responsible for paying all transaction and processing fees as defined in the fee

schedule. Passport may change or add fees and/or charges following a major network update that significantly impacts the merchant costs assumed by Passport and will communicate applicable updates through Passport's Service Delivery Process. Upon notice of changes, such fees and/or charges shall be immediately payable by Customer when assessed by Passport. Should additional fees or charges be deemed commercially unreasonable, Customer has the option to terminate this Agreement within fifteen (15) days of notice of change in fees by providing written notice to Passport.

14. TAXES

To the extent applicable, Customer agrees to pay all taxes levied by a duly constituted taxing authority against or upon the products and services provided pursuant to this Agreement, or arising out of this Agreement (excluding, however, taxes based on Passport's income) regardless of whether such taxes become due or payable at the time of delivery or use of the Passport System or subsequent thereto. Customer agrees to pay any tax for which it is responsible hereunder which may be levied on or assessed against Customer directly, and, if any such tax is paid by Passport, to reimburse Passport therefore, upon receipt of proof of payment by Passport. Customer agrees to indemnify, defend, and hold Passport harmless with respect to all taxes or duties which any federal, state, or local taxing authority requires Passport to pay on behalf of Customer.

15. SHIPMENT AND DELIVERY

If any Third Party Products are purchased by Customer under this Agreement, Passport will deliver the same FOB shipping point for delivery to the installation site designated by Customer. Customer agrees to pay all reasonable delivery charges for the Third Party Products. Delivery schedules may not be canceled, postponed, or changed without Passport's prior written consent. Unless otherwise expressly stated, shipments shall be separately invoiced and paid as billed without regard to subsequent deliveries. Failure to timely pay Passport any monies due or owing Passport shall excuse Passport from making further deliveries, in addition to any other remedies to which Passport is entitled under this Agreement. Title to and risk of loss in the Third Party Products shall pass to Customer when the Customer takes possession of the Third Party Products.

16. TERM AND TERMINATION

16.1. Term. This Agreement is effective as of the Effective Date and shall remain effective for as long as the Initial Term of the Order Form.

16.2. Termination. The following termination rights are in addition to any rights provided elsewhere in this Agreement and are without prejudice to any other right or remedy available to Passport or Customer at law or in equity:

16.2.1. Passport may terminate this Agreement and all licenses granted hereunder upon notice to Customer in the event that Customer fails to make full payment when due of any amount required to be paid by Customer under this Agreement within ten (10) calendar days of Passport's written notice of such failure to pay.

16.2.2. This Agreement may be terminated by either Party upon thirty (30) calendar days' prior written notice to the other Party in the event of a material breach of a material provision of this Agreement, provided, however, that the termination shall not be effective if, during the thirty (30) day notice period, or such other cure period as mutually agreed upon by the Parties, the breaching Party cures the breach.

16.2.3. Notwithstanding anything to the contrary contained in this Agreement, Customer may, upon notice to Passport, immediately terminate this Agreement for cause, if sufficient funds are not appropriated or encumbered to pay for the products and services under the Order Form. In the event of such termination, Passport shall be entitled to receive only payment for the undisputed invoice amount representing conforming products and services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in the Order Form in effect at the time of termination, unless the Parties have previously agreed in writing to a greater amount.

16.3. Effect of Termination. Upon expiration or termination of this Agreement for any reason, (a) any licenses granted to Customer and all rights of Customer in and to the Passport System will immediately terminate; (b) Customer shall immediately cease using the Passport System; (c) Customer shall return to Passport any Third Party Hardware which Customer has not obtained title to as of such expiration or termination, and (d) all monies paid or due or owing to Passport by Customer up to such cancellation, completion, expiration, or termination shall be deemed non-refundable. Customer shall make payment on Passport's final invoice as set forth in Section 10.7. Passport will provide commercially reasonable assistance to Customer to enable the transition of the services to a successor vendor, if requested by Customer, provided first, however, that Customer has remitted to Passport all outstanding balances.

17. WARRANTIES.

17.1. Passport Warranties.

17.1.1. Passport warrants that it has full power and authority to license the Passport System to Customer as provided herein without the consent of any other person, or, in the event such consent is required, Passport has obtained said consent.

17.1.2. Passport warrants that the unmodified Passport System will operate in accordance with its specifications. Under this warranty, Passport will correct any errors in the unmodified Passport System at no extra charge to Customer. The foregoing warranty shall not apply to Third Party Products.

17.1.3. Passport further represents and warrants that (a) it has the full power and authority to enter into this Agreement and to carry out its obligations under this Agreement; (b) this Agreement shall be the legal, valid, and binding obligation of Passport, enforceable against it in accordance with the terms hereof; (c) the execution and performance of this Agreement will not violate any federal, state, or local statute, rule, or regulation or any other contractual obligation of Passport, and (d) the person signing this Agreement on behalf of Passport is authorized to bind Passport to this Agreement.

17.2. Customer Warranties. Customer represents and warrants that (a) it has the full power and authority to enter into this Agreement and to carry out its obligations under this Agreement; (b) this Agreement shall be the legal, valid, and binding obligation of Customer, enforceable against it in accordance with the terms hereof; (c) the execution and performance of this Agreement will not violate any federal, state, or local statute, rule, or regulation or any other contractual obligation of Customer, and (d) the person signing this Agreement on behalf of Customer is authorized to bind Customer to this Agreement.

18. DISCLAIMERS

18.1. GENERAL. EXCEPT FOR WARRANTIES OF QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE AND OTHERS EXPLICITLY SET FORTH IN THIS AGREEMENT, PASSPORT EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. PASSPORT DOES NOT WARRANT AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS THAT THE PASSPORT SYSTEM WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE PASSPORT SYSTEM AND/OR ITS USE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT EVERY IMMATERIAL DEFECT IN THE PASSPORT SYSTEM WILL BE CORRECTED. THE PASSPORT SYSTEM IS EXPRESSLY PROVIDED "AS IS."

18.2. THIRD PARTY SOFTWARE AND THIRD PARTY HARDWARE DISCLAIMER. PASSPORT MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE THIRD PARTY SOFTWARE AND AS TO THE THIRD PARTY HARDWARE INCLUDING, WITHOUT LIMITATION, AS TO QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ALL OTHER WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY THIRD PARTY SOFTWARE OR THIRD PARTY HARDWARE ARE HEREBY EXPRESSLY DISCLAIMED. THIRD PARTY SOFTWARE OR THIRD PARTY HARDWARE PROVIDED UNDER THIS AGREEMENT ARE EXPRESSLY PROVIDED "AS IS."

18.3. EXCLUSIONS. Notwithstanding any other provisions of this Agreement to the contrary, the limited warranties provided in this Agreement shall not apply to nonconformities, errors, or defects of any goods or services provided by Passport pursuant to this Agreement or any amendments thereto due to any of the following: (a) Customer misuse of the Passport System; (b) Customer modification of the Licensed Software; (c) Customer failure to utilize compatible computer and networking hardware and software or to install updated or enhanced versions of the Licensed Software provided by Passport; or (d) interaction with software or hardware not provided by Passport.

19. LIMITATION OF LIABILITY

19.1. IN NO EVENT SHALL PASSPORT'S LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT OF ALL FEES ACTUALLY PAID BY CUSTOMER TO PASSPORT PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD ENDING ON THE DATE OF THE EVENT GIVING RISE TO SUCH LIABILITY. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, COST OF COVER, PUNITIVE, OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, LOSS OF REVENUE, OR LOSS OF ANTICIPATED PROFITS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (A) PASSPORT'S OBLIGATIONS UNDER THE INDEMNIFICATION PROVISIONS OF

THIS AGREEMENT; (B) TO CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT; OR (C) IN THE EVENT OF A BREACH OF THE PARTIES' CONFIDENTIALITY OBLIGATIONS CONTAINED IN THIS AGREEMENT.

19.2. PASSPORT AND CUSTOMER EACH ACKNOWLEDGE THAT THE PROVISIONS OF THIS AGREEMENT WERE NEGOTIATED TO REFLECT AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THEM OF ALL RISKS (BOTH KNOWN AND UNKNOWN) ASSOCIATED WITH THE TRANSACTIONS CONTEMPLATED HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL BE ENFORCEABLE INDEPENDENT OF AND SEVERABLE FROM ANY OTHER PROVISION OF THIS AGREEMENT.

20. CONFIDENTIALITY; TRADE SECRETS.

20.1. Obligations. Each Party will maintain in strict confidence all Confidential Information of the Disclosing Party. The Receiving Party will not disclose or grant use of the Disclosing Party's Confidential Information to any third party except to the Receiving Party's employees and other representatives who have a need to know such Confidential Information or as expressly authorized by the Disclosing Party in writing. The Receiving Party will not use the Disclosing Party's Confidential Information except as authorized by this Agreement. The Receiving Party will use at least the same standard of care to protect the Confidential Information of the Disclosing Party as it uses to protect its own confidential information of a similar nature, but in no event with less than reasonable care. The Receiving Party will cause each employee or other representative to whom the Receiving Party discloses the Confidential Information to be bound by an obligation of confidentiality that is at least as rigorous as the obligations contained in this Agreement. The Receiving Party will promptly notify the Disclosing Party upon discovery of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. Unless otherwise set forth herein, upon the expiration or termination of this Agreement for any reason, or upon the request of the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party (or, at the Receiving Party's option, destroy) all of the Disclosing Party's Confidential Information and shall promptly certify in writing that it has done so; provided, however, that the Receiving Party shall not be obligated to return or destroy any Confidential Information stored in archival or back-up files for which return or destruction is not reasonably practicable or any Confidential Information that must be retained for as long as necessary for purposes of audit, compliance, dispute resolution, or record retention pursuant to this Agreement.

20.2. Exceptions. The foregoing obligations of confidentiality shall not apply to any information that the Receiving Party can show is or was: (a) already known to the Receiving Party at the time of disclosure without obligation of confidentiality; (b) independently developed by the Receiving Party without use of or access to the Confidential Information of the Disclosing Party; (c) approved for disclosure by the Disclosing Party beforehand and in writing; (d) in the public domain without breach of this Agreement; or (e) lawfully received by the Receiving Party from a third party without obligation of confidentiality.

20.3. Permitted Disclosures. Nothing in this Section shall be construed to prohibit either Party from disclosing the Confidential Information of the other Party to the extent that such disclosure is required by applicable law or order of a court or other governmental agency, including pursuant to any open records law, open meetings law, or any other local public disclosure law applicable to Customer; provided, however, that the Receiving Party shall promptly notify the Disclosing Party in writing of such requirement and shall cooperate with the Disclosing Party to minimize the scope of any such disclosure and to obtain a protective or similar order.

20.4. Trade Secrets. Customer hereby acknowledges that the Passport System and its components, whether provided by Passport or its third-party vendors or licensors, constitute trade secrets of Passport and/or its third party-vendors or licensors, and as such are protected by civil and criminal law, are very valuable to Passport and/or its third-party vendors or licensors, and that their use must be carefully and continuously controlled. Customer agrees to notify Passport immediately of the unauthorized possession, use, or knowledge of any item supplied under this Agreement by any person or organization not authorized by this Agreement to have such possession, use, or knowledge. Customer will promptly furnish Passport full details of such possession, use, or knowledge and will cooperate fully with Passport in any litigation against third parties reasonably deemed necessary by Passport to protect its proprietary rights.

20.5. No Adequate Remedy. In the event of a breach of this Section 20, the parties agree that the Disclosing Party may not have an adequate remedy at law, in money, or damages and, accordingly, shall be entitled to seek an injunction against such breach without posting a bond, in addition to any other remedies at law or in equity.

21. DATA RIGHTS.

This Section shall govern the rights of Passport and Customer, as the case may be, with respect to the data that is subject to this Agreement. Passport will, by provisions in its Privacy Policy or otherwise, procure from such end users all such lawful consents and rights necessary to grant to Customer the rights in such data as stated in this Section. Passport's Privacy Policy, as it may be amended from time to time in Passport's sole discretion, can be viewed at <https://www.passportinc.com/policies/passport-privacy-policy>.

21.1. Customer Data. Customer Data is data specific to Customer's operation that is provided by Customer to Passport to be used in the configuration and provision of the Passport System for Customer's use. Customer Data is specific to Customer's operation, which is not available to Passport publicly or by other means. Customer Data may include, but is not limited to, zone information, rate information, operational schedules, business metrics, business rules, parking and other inventory and assets, and relevant details of partner agreements. In each case, Customer Data may refer to past, present, or future states of such items. Customer Data is the sole and exclusive property of Customer. Customer grants Passport a perpetual, irrevocable, royalty-free, and non-exclusive license to Customer Data.

21.2. PCI-DSS Information. Payment Card Industry-Data Security Standard Information ("PCI-DSS Information") consists of the following items, each as defined by the then-current Payment Card Industry Data Security Standards ("PCI-DSS"): Account Data; Cardholder Data; Primary Account Number; and Sensitive Authentication Data. Passport acquires a license or sublicense to the PCI-DSS Information from end users who share such data with Passport in connection with their use of the Software. In providing the services under this Agreement, Passport will maintain Payment Card Industry – Data Security Standard certification and secure PCI-DSS Information in accordance with PCI-DSS. As such, Passport may not grant Customer derivative rights to such PCI-DSS Information and Passport shall not be required to disclose such PCI-DSS Information to Customer.

21.3. Personal Identifiable Information. Personal identifiable information ("PII") is any representation of information that permits the identity of an individual to whom the information applies to be reasonably determined or inferred by either direct or indirect means. Name, address, social security number, telephone number, or email address directly identify individuals. Certain data elements—including gender, race, birth date, geographic indicator (such as zip code or postal code), and other descriptors—can be used in conjunction or with other data elements to indirectly identify individuals.

21.4. Activity Data. Activity Data is any data generated in the providing of services under this Agreement by Passport to Customer and by end users' interactions with the services or with Passport directly that is not otherwise PCI-DSS information or PII as defined above. Activity Data may include, but is not limited to, user interaction data, geolocation data, opt-in/opt-out status (including compliance logs), purchase and session data, application diagnostic data, service performance data, and support data. Data that is derived from Activity Data is also Activity Data. Activity Data is the sole and exclusive property of Passport. Passport grants Customer an irrevocable, royalty-free, non-exclusive, non-assignable, and nontransferable license to Activity Data for the Term to the extent and in the format that Passport chooses in its sole discretion to expose such Activity Data through its administrative portal or as otherwise agreed upon with Customer and only for Customer's internal use in connection with the services provided under this agreement.

22. PUBLICITY; USE OF NAMES AND MARKS.

Subject to the provisions of Section 20 (Confidentiality; Trade Secrets), the Parties will have the right to publicly disclose that Passport is Customer's provider of the Passport System as set forth herein by means of, by way of illustration and not limitation, news releases, public announcements, or other forms of publicity. With written permission of the Customer, Passport may use the name or marks of Customer, or reference the fact that Customer is a client of Passport, for business development purposes, as part of a portfolio or work, or in an illustrative list of clients.

23. DISPUTE RESOLUTION

23.1. Negotiation. If a dispute arises between or among Passport and Customer arising out of or concerning the meaning or interpretation of this Agreement or the terms or performance of this Agreement (collectively, a "Dispute"), Passport and Customer shall first attempt to settle such Dispute through good faith discussions and negotiations among principals of each Party authorized to bind each Party.

23.2. Venue; Jurisdiction. Any action or proceeding directly or indirectly arising out of a dispute will be settled exclusively in Hamilton County in the state of Indiana and the parties expressly submit to and consent that the courts and authorities of the state of Indiana will have exclusive jurisdiction over any such litigation. The parties hereby consent to service, jurisdiction, and venue of such courts for any litigation.

23.3. Governing Law. This Agreement, and any Disputes arising hereunder, shall be governed, interpreted, construed, and enforced in all respects in accordance with the laws of the State of Indiana, excluding its conflict of laws rules.

24. GENERAL PROVISIONS.

24.1. Complete Agreement. This Agreement is intended as the complete, final, and exclusive statement of the terms of the agreement between the parties regarding the subject matter hereof and supersedes all other prior or contemporaneous agreements or understandings, whether written or oral, between them relating to the subject

matter hereof. No amendment to, or modification of, this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties. Each Party expressly acknowledges that there are no warranties, representations, covenants, or understandings of any kind, manner, or description whatsoever by either Party to the other except as expressly set forth in this Agreement.

24.2. No Waiver. Failure by either Party to insist upon or enforce strict performance of any provision of this Agreement or to exercise any rights or remedies under this Agreement will not be construed or deemed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions, rights, or remedies in that or any other instance; rather, the same will be and will remain in full force and effect. Any waiver by either Party of its rights under this Agreement must be in writing and signed by a duly authorized representative of the waiving Party.

24.3. Assignment. This Agreement and all of its provisions will be binding upon and inure to the benefit of the parties and their respective permitted successors and assignees. Neither Passport nor Customer may assign any rights, interests, or obligations hereunder without prior written consent of the other Party, provided, however, that Passport may, with such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this agreement. Any purported assignment in violation of this section shall be void and of no effect.

24.4. Construction. The language of all parts of this Agreement will in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the parties. Headings of paragraphs herein are for convenience of reference only and are without substantive significance. No rule of law that requires that any part of the Agreement be construed against the Party drafting the language will be used in interpreting this Agreement.

24.5. Severability. In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, (a) the Parties shall amend the pertinent provision(s) to reflect as nearly as possible the original intentions of the Parties, and (b) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.

24.6. Relationship of Parties. The Parties expressly understand and agree that each Party is an independent contractor in the performance of each and every part of this Agreement and is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith. Further, neither Party, by virtue of this Agreement, will have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other Party.

24.7. No Third Party Beneficiaries. This Agreement is made for the benefit of Passport and Customer and not for the benefit of any third parties.

24.8. Notices. All notices or other communications required or permitted to be made or given hereunder by one Party to the other Party shall be in writing and shall be deemed to have been given: (a) when hand delivered; (b) on the third (3rd) business day after the day of deposit in the United States mail when sent by certified mail, postage prepaid and return receipt requested; or (c) on the next business day after the day of deposit with reputable overnight delivery service. Such notices shall be sent to the address set forth below, or at such other addresses as may hereafter be furnished in writing by either Party to the other Party specifically as the Party's replacement address for notice under this Agreement.

If to Passport:

Passport Labs, Inc.
5960 Fairview Rd, Suite 250
Charlotte, NC 28202
Fax: (888) 804-1783
sales@passportinc.com
Attn: CRO

With a hard copy to General Counsel and
by email to legal@passportinc.com

If to Customer:

City of Carmel Indiana
Three Civic Square, Carmel, Indiana 46032, United
States
zhasty@carmel.in.gov

Attn: Zach Hasty

With hard copies to Corporation Counsel at
1 Civic Square, Carmel, IN 46032

24.9. Force Majeure. If the performance of this Agreement or of any obligation hereunder is interfered with by reason of any circumstances beyond the reasonable control of the Party affected, including, by way of illustration and not limitation, fire, explosion, power failure, acts of God, war, revolution, epidemic, pandemic, or other public health concern, civil commotion, acts of public enemies, cybersecurity incident, any law, order, regulation, ordinance, executive order, or requirement of any government or legal body, delays or omissions attributable to third-party vendors,

suppliers, or integration partners, or labor unrest, including, without limitation, strikes, slowdowns, picketing, or boycotts, then the Party affected shall be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations are contingent on the performance so interfered with); provided that the Party so affected shall use reasonable efforts to remove such causes of nonperformance.

24.10. Survival of Obligations. All rights and obligations of the parties under this Agreement, including, without limitation, those contained in the confidentiality provisions herein, which by their nature would continue beyond the termination or expiration of this Agreement, shall survive termination or expiration of this Agreement and shall remain in full force and effect between the parties.

24.11. Counterparts. This Agreement may be executed in several counterparts, each of which when executed and delivered shall be deemed an original and each of which alone and all of which together shall constitute one and the same instrument. Facsimile signatures (or signatures in a .pdf or similar copy of the original) or electronic signatures shall be treated as original signatures for the purpose of enforcing this Agreement. Any signature delivered by a Party by facsimile transmission or electronic delivery shall be deemed to be an original signature hereto.

25. CUSTOMER SPECIFIC PROVISIONS.

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

25.2. NON-DISCRIMINATION: Passport represents and warrants that it and all of its officers, employees, agents, Passports and sub-Passports shall comply with all laws of the United States, the State of Indiana and City of Carmel, IN, prohibiting discrimination against any employee, applicant for employment or other person in the provision of any Goods and Services provided under the Agreement with respect to their hire, tenure, terms, conditions and privileges of employment and any other matter related to their employment or subcontracting, because of race, religion, color, sex, handicap, national origin, ancestry, age, or disabled veteran status.

25.3. IRAN CERTIFICATION: Pursuant to Indiana Code § 5-22-16.5, Passport shall certify that, in signing this document, it does not engage in investment activities within the Country of Iran.

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

25.5. PAYMENT TERMS: Upon receipt of the invoice for the services provided, submitted on an invoice that contains the information contained on attached Exhibit B, as outlined in the Agreement, the Customer shall pay Passport for such services within thirty-five (35) days after the date of Customer's receipt of Passport's invoice detailing same, so long as and to the extent such goods and services are not disputed, are in conformance with the specifications set forth in the Agreement and Passport has otherwise performed and satisfied all the terms and conditions of this Addendum and the Agreement. All payments, fees, and any late payments shall be pursuant to Indiana Prompt Payment Statute; Ind. Code Chpt. 5-17-5- et al.

25.6. INSURANCE, INDEMNIFICATION, AND ATTORNEY FEES:

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

25.6.2. Passport further agrees to indemnify, defend and hold harmless Customer and its officers, officials, agents and employees from all third-party claims, liabilities, claims, demands, expenses and suits of whatever type, including, but not limited to, all court costs, attorney fees, and other expenses, without any cap or limitation, caused by any act or omission of Passport and/or of any of Passport's agents, officers, employees, contractors or subcontractors arising from or in connection with the performance of this Agreement, including intentional acts or omissions.

25.6.3. Passport agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes which may be applicable to Passport's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. Passport agrees to indemnify and hold harmless the Customer from any loss, damage and/or liability resulting from any such violation of such laws, orders, rules, regulations and codes, including, but not limited to, labor laws, minimum wage laws, and personal health information data laws.

25.6.4. The Customer has no indemnity obligation and will not indemnify, defend, or hold harmless Passport in regard to any liabilities, claims, demands or expenses (including, but not limited to, reasonable attorney fees) arising out of this Agreement, regardless of any language in any attachment or other document that Passport may provide.

25.6.5. This indemnification obligation shall survive the termination of this Agreement.

25.7. DATA AND INFORMATION PROTECTION.

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

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

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

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

"Security Breach" means any act or omission that results in the unauthorized disclosure of Personal Information to a third party.

25.7.2. Standard of Care:

25.7.2.1. Passport acknowledges and agrees that, during the term of the Agreement, Passport may create, receive, or have access to Personal Information. For any Personal Information, Passport shall comply with this Section in its creation, collection, receipt, transmission, storage, disposal, use, and disclosure of such Personal Information and be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of Personal Information under its control or in its possession by all Authorized Persons. Passport shall be responsible, and remain liable to the Customer, for the actions

and omissions of all Authorized Persons concerning the treatment of Personal Information.

25.7.2.2. Personal Information is deemed to be Confidential Information of the Customer and is not Confidential Information of Passport.

25.7.2.3. Passport agrees and covenants that it shall:

25.7.2.3.1. Keep and maintain all Personal Information in strict confidence, using such a degree of care as is professionally appropriate to avoid unauthorized access, use, and/or disclosure;

25.7.2.3.2. Not create, collect, receive, access, or use Personal Information in violation of law;

25.7.2.3.3. Use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of this Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Passport's own purposes or for the benefit of anyone other than the Customer, in each case, without the Customer's prior written consent; and

25.7.2.3.4. Not disclose, directly or indirectly, Personal Information to any person other than Authorized Person(s), without the Customer's prior written consent.

25.7.2.4. Passport shall implement and maintain a written information security program, including appropriate policies, procedures, and risk assessments.

25.7.2.5. At a minimum, Passport's safeguards for the protection of Personal Information shall include:

25.7.2.5.1. Limiting access of Personal Information to Authorized Persons;

25.7.2.5.2. Securing business facilities, data centers, paper files, servers, backup systems, and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability;

25.7.2.5.3. Implementing network, application, database, and platform security;

25.7.2.5.4. Securing information transmission, storage, and disposal;

25.7.2.5.5. Implementing authentication and access controls within media, applications, operating systems, and equipment;

25.7.2.5.6. Encrypting Highly Sensitive Personal Information stored on any media;

25.7.2.5.7. Encrypting Highly Sensitive Personal Information transmitted over public or wireless networks;

25.7.2.5.8. Implementing and maintaining reasonable technical and organizational measures designed to logically segregate Personal Information from the data of other customers, consistent with industry-standard practices for multi-tenant software-as-a-service environments;

25.7.2.5.9. Conducting risk assessments, penetration testing, and vulnerability scans and promptly implementing, at Passport's sole cost and expense, a corrective action plan to correct any issues that are reported as a result of the testing;

25.7.2.5.10. Implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and

25.7.2.5.11. Providing appropriate privacy and information security training to Authorized Persons.

25.7.3. Security Breach. In the event of a Security Breach, Passport shall:

25.7.3.1. Notify the Customer of a Security Breach as soon as practicable, but no later than 48 hours after the Passport becomes aware of it.

25.7.3.2. Passport shall, at its own expense, use commercially reasonable efforts to contain and remedy any Security Breach and prevent any further Security Breach, including, but not limited to taking action necessary to comply with applicable privacy laws and regulations. Passport shall reimburse the Customer for all reasonable costs incurred by the Customer in responding to, and mitigating damages caused by any Security Breach, including all costs of notifying impacted individuals and/or remediation.

- 25.7.3.3. Passport agrees to maintain and preserve all documents, records, and other data related to any Security Breach.
 - 25.7.3.4. Passport agrees to fully cooperate, at its own expense, with the Customer in any litigation, investigation, or other action deemed necessary by the Customer to protect its rights relating to the use, disclosure, protection, and maintenance of Personal Information.
- 25.7.4. Cyber Liability Insurance. Passport shall maintain cyber liability insurance coverage of not less than \$1,000,000 each claim and annual aggregate providing coverage for damages and claims expenses, including notification expenses, arising from: (i) breach of network security; (ii) alteration, corruption, destruction, and deletion of information stored and processed on a computer system; (iii) invasion of privacy, including identity theft and unauthorized transmission or publication of personal information; (iv) unauthorized access and use of computer systems, including hackers; (v) the transmission of malicious code; and (6) website content, including claims of libel, slander, trade libel, defamation, infringement of copyright, trademark and trade dress, and invasion of privacy.

CITATION MANAGEMENT

Services:

Passport will provide services and license all software, including all web and mobile applications and related documentation, necessary for Customer to operate the CMP, which allows Customer's parking enforcement officers in any or all parking facilities owned or managed by Customer the ability to issue parking citations that may be paid online through Passport's payment portal, as follows:

- a) Passport will provide an online payment portal through which parking violators may pay outstanding parking citations.
- b) After a number of days as mutually agreed upon by the Parties and reflected in the SOW, parking citations will escalate in price and Passport will automatically generate and send a letter to each parking citation owner for which Passport has necessary state licensure authorization to perform a driver record lookup informing such parking violator that they have an outstanding parking citation and that the citation amount has increased. The "Additional CMP Service and License Fee After Citation Amount Escalation" fees as indicated above shall be applicable to each citation starting with the first letter sent.
- c) Passport will send a second letter after a number of days as mutually agreed upon by the Parties after issuance for each applicable unpaid citation owner.

Equipment:

- a) Customer must purchase a sufficient number of Android-based handheld devices for each parking enforcement officer to have access to one device while conducting parking enforcement activities.
- b) Customer must maintain at its sole cost one (1) wireless data plan for each Android device.
- c) Customer must possess at least one (1) Bluetooth-enabled printer per Android device described above.
- d) If Customer chooses to purchase additional Bluetooth-enabled printers through Passport, the price will be quoted at the time of order.
- e) Customer shall be responsible for applying the necessary configurations to any Android-based handheld devices and any printers it purchases using specifications provided by Passport, provided, however, that Passport shall provide the initial configuration to any printers purchased through Passport
- f) In addition to the hardware unit costs, Customer will be responsible for paying all shipping costs and printer paper costs

If Customer orders custom printer paper through Passport, Customer will be responsible for paying the costs of creating, printing, and shipping such custom paper plus a service fee to Passport; Passport is unable to provide estimated costs until specific details of Customer order have been confirmed due to the variable costs of Passport's third-party vendors.

PAYMENT PROCESSING SERVICES - Section 3 applies to Payment Facilitator Services for Card Present

1. Payment Gateway Management Solutions

Passport has integrated the Platform with a payment management platform (the "Payments Platform") provided in part by Cybersource Corporation ("Cybersource"). Through the integration, Passport will make available to Customer certain payment management solutions ("PGMS"). Customer's use of PGMS is subject to the following terms and conditions:

- a. **Use of PGMS:** Customer's activity in any way connected with PGMS, including the installation, configuration, and use of PGMS, shall conform in all material respects to (a) the specifications set forth in any applicable documentation provided at any time by either Passport, (b) the Agreement, including, without limitation, all licenses granted under the Agreement, (c) the Payment Card Industry Data Security Standard (as applicable), and (d) the obtainment of appropriate consent for any personal data submitted via or in connection with PGMS at any time. Customer will (1) provide all information reasonably required by Passport to successfully provision an account for Customer; and (2) enter into any applicable agreement with Cybersource and/or applicable third parties as may be reasonably required to utilize PGMS, including, without limitation, any applicable merchant agreement.
- b. **Right of Refusal:** Customer acknowledges and agrees that Passport may, at its discretion, refuse to provide, suspend, or delete Customer's account(s) and/or access to PGMS with immediate effect, in which event Passport will promptly provide Customer with a reasonable written explanation for such refusal, suspension, or deletion.
- c. **Support:** Passport will provide initial support to handle Level-1 support inquiries from Customer, including, without limitation, technical questions, API configuration, connectivity testing and troubleshooting. Customer acknowledges and agrees that Passport may escalate support inquiries to third party vendors pursuant to Passport's procedures detailed in any applicable documentation.
- d. **Account Control:** Customer is solely responsible for maintaining adequate security and control of IDs, passwords, or any other codes for purposes of obtaining access to PGMS. Passport shall be entitled to rely on information it receives from Customer and may assume that all such information was transmitted by or on behalf of Customer.
- e. **Warranties:** Customer warrants that its products and/or services (a) do not infringe on or violate the intellectual property rights of any third party, and (b) will not contain any content which violates any laws or third party rights.
- f. **Disclaimer:** Notwithstanding any term or condition of the Agreement to the contrary, (a) Customer disclaims Passport and their respective affiliates from any liability to Customer for indirect, incidental, consequential, special or exemplary damage arising from or related to PGMS, and (b) any direct damages in the aggregate, under any legal or equitable theory, arising from or related to PGMS will be limited to fees actually received by Passport for provision of PGMS to Customer during the twelve (12) month period prior to the date that the cause of action arose.
- g. **Access to Data:** Customer acknowledges and agrees that both Passport and Cybersource (and their affiliates) may access and use personal information for improving and/or enhancing underlying products used by Customer, detecting data security incidents, or improving and enhancing security and fraud prevention tools for use by Passport, Customer and/or any other clients of Cybersource (or its affiliates).
- h. **Supported Payment Methods and Acquirers*:** Customer may select from any of the following processing entities that have existing compatibility with PGMS. Processing entities not listed must be approved by Passport and may be subject to additional connectivity fees.

Passport Payments Merchant Processing
Bank of America Merchant Services (BAMS/Omnipay)
Barclays
Chase Paymentech
Elavon
EVO

First Data Merchant Solutions (FDC Compass)
First Data Merchant Solutions (FDC Nashville Global, f.k.a. FDI Global)
First Data Merchant Solutions (FDMS Nashville)
First Data Merchant Solutions (FDMS South)
Global Payments International (GPN)
PNC
Scotiabank
SunTrust Bank
TSYS
Wells Fargo Bank (FDMS)
WePay
Worldpay
Worldpay (f.k.a. Litle/Vantiv CNP)
Worldpay (f.k.a. Vantiv Direct)

** Subject to modification and updating by Passport from time to time.*

2. Passport Payments Merchant Processing

Passport will make available to Customer certain merchant processing services as a service provider certified by the major card networks (Visa, Mastercard, Discover, and American Express) to process credit and debit card transactions, subject to the terms and conditions applicable to PGMS and the following terms and conditions:

- a. Merchant of Record:** Unless the Customer is designated as the merchant (“Merchant of Record” or “MOR”) in the Order Form or another applicable written agreement of the Parties, Passport will serve as the MOR for all payments processed. Where Passport is the MOR, Customer hereby appoints Passport as its limited agent to accept and process payments in connection with the Offerings, and acknowledges that our receipt of payment from End Users in connection with the Offerings is equivalent to receipt of such funds by you. You will provide appropriate tax and banking information to us in order to allow us to make remittances according to the specified remittance schedule.
- b. Branding:** Customer’s payment screen(s) will include clear and conspicuous Passport branding in a manner acceptable to Passport and in conformity with applicable card network rules and/or standards. Passport may modify (or request that Customer modify) any payment screen(s) to conform to applicable card network rules and/or standards.
- c. Inquiries and End User Support:** Passport will promptly respond to any cardholder (or end user) inquiries regarding any payments processed by Passport pursuant to the Order Form. Passport also will provide all cardholder (or end user) support for payments processed by Passport pursuant to the Order Form, including, without limitation, dispute resolution as described below. Notwithstanding the foregoing, Passport will provide to Customer information regarding chargebacks, credits, refunds, reversals and/or similar matters via Passport’s systems; Passport also will promptly respond to Customer’s reasonable requests for information regarding cardholder (or end user) inquiries associated with Customer.
- d. Payment Acceptance:** Payments to be processed only may be initiated by cardholders using Passport authorized mobile and/or web applications.
- e. Payment Methods:** Passport’s merchant processing services will accept all major card networks (Visa, Mastercard, Discover, and American Express), as well as alternative payment methods that Passport may accept from time to time (ApplePay and Google Pay). Passport may modify the alternative payment methods accepted from time to time at Passport’s sole discretion.

- f. **Acceptance of Ecosystem Payments:** If agreed in writing by Customer and Passport, Customer will have access to those partners and/or others for which Passport accepts payments from time to time. For clarity, Passport will serve as the merchant (commonly known as the “merchant of record”) for any such transactions.
- g. **Dispute Terms:** As the MOR, Passport will bear the financial cost of chargeback processing fees for disputed transactions initiated within any Passport application. Passport reserves the right to reverse payments made to Customer associated with the transaction value for any disputed transactions. If Customer experiences excessive chargebacks, as reasonably determined by Passport, the parties will renegotiate the terms and conditions of this paragraph. Customers may request, in writing, that Passport respond to a dispute by submitting appropriate evidence as required by Passport and any applicable card networks. Notwithstanding the foregoing, Passport retains full authority with respect to managing the chargeback process.
- h. **Remittance:** If Passport is the Merchant of Record (“MOR”), Passport will remit to Customer funds [daily from the preceding day/from the preceding month within fifteen (15) days of the conclusion of the month], less all applicable fees.

3. **Premium Payment Gateway Services**

Passport will make available to Customer certain premium payment gateway services, subject to the terms and conditions applicable to PGMS and the following terms and conditions:

- a. **Payment Acceptance:** In addition to acceptance of all major card types (Visa, Mastercard, Discover, and American Express), Passport will accept ApplePay, Google Pay, and/or any other alternative payment methods that Passport may accept from time to time.
- b. **Acceptance of Ecosystem Payments:** If agreed in writing by Customer and Passport, Customer will have access to those partners and/or others for which Passport accepts payments from time to time. For clarity, Passport will serve as the merchant (commonly known as the “merchant of record”) for any such transactions.
- c. **Access to Specialized Interchange Rates:** Subject to any applicable agreements Passport may have from time to time with either Visa or Mastercard, Passport may grant to Customer access to Passport's negotiated Small Ticket Interchange rates within the Parking Segment. Notwithstanding the foregoing, Customer may be required to register Customer's BIN through Customer's merchant acquirer to access such negotiated interchange rates. Passport does not assume any responsibility for such registration, but will provide reasonable assistance to Customer to implement such negotiated interchange rates.

4. **Pricing**

The Order Form includes all applicable fees. Notwithstanding the foregoing, Customer and Passport have agreed to such fees based upon certain estimates and information provided to Passport by Customer, including, without limitation, transaction volume, transaction rates, average dollar amount of transactions, and then-current card network fees and rates.

THIRD PARTY HARDWARE

1. IF PASSPORT PROVIDES THIRD PARTY HARDWARE:

- a. Provision and Return of Third Party Hardware:** Passport will provide the Third Party Hardware to Customer as described in the Order Form. Customer will inspect and test the operation of the Third Party Hardware upon its delivery and Customer will notify Passport within ten (10) days of delivery if the Third Party Hardware is defective in any way document all of the perceived deficiencies in said notice.
- b. Location of Fixed Hardware, Inspection.** If the Third Party Hardware is to be deployed in a fixed location, Customer will not remove the Third Party Hardware from the location specified in the Order, except in the ordinary course of daily use by any applicable enforcement officer(s) issuing citations. Upon Passport's request, Customer will give Passport reasonable access to inspect the Third Party Hardware.
- c. Ownership.** Customer will own and have title to the Third Party Hardware. The Third Party Hardware is and shall remain personal property and, without Customer's prior written consent, Passport will not permit it to become (i) attached to real property, or (ii) subject to liens or encumbrances of any kind.
- d. Risk of Loss; Insurance.** Customer shall, at all times, (i) bear the risk of loss and damage to the Third Party Hardware and shall continue performing all Customer's obligations to Passport even if it becomes damaged or lost, and (ii) keep the Third Party Hardware insured against all risks of damage or loss in an amount equal to its replacement cost. Passport will provide to Customer any manufacturers' warranties applicable to the Third Party Hardware.
- e. Replacement.** Passport may, at its discretion, replace any Third Party Hardware, which customarily will be no more frequently than every three (3) years.
- f. Shipping and Handling.** Passport may invoice Customer for any shipping and handling fees due to the return or delivery of any Third Party Hardware.
- g. Use of Third Party Hardware:** Passport will configure the Third Party Hardware by loading applicable Licensed Software and Third Party Software for Customer's use pursuant to the Agreement; for clarity, Customer will be solely responsible for subsequent updates of any applicable Third Party Software reasonably necessary for the continued use of the Third Party Hardware and/or Third Party Hardware. Customer will be solely responsible to obtain at Customer's expense any paper or other consumables reasonably necessary to use the Third Party Hardware and/or Third Party Hardware. Passport will use commercially reasonable efforts to provide Customer with support reasonably necessary to utilize the Third Party Hardware and/or Third Party Hardware described in the Order Form. Customer will provide to Passport such assistance to Passport as may be reasonably necessary in connection with such support. The Third Party Hardware will include the cellular data connectivity reasonably necessary to utilize the Third Party Hardware; such cellular connectivity will not include any voice calling and/or texting functionality. Customer is solely responsible to ensure the security of the Third Party Hardware, including the confidentiality of any applicable passwords. Customer represents that the Third Party Hardware will be used solely for commercial purposes and not for personal, family or household purposes.
- h. Compliance with Laws, Third Party Restrictions.** Customer will use the Third Party Hardware in accordance with all laws, manufacturer's operation manuals, service contracts (if any) and insurance requirements. At Customer's sole cost and expense, Customer will keep the Third Party Hardware and/or Third Party Hardware in good working order and warrantable condition. Customer is responsible for all taxes (including, without limitation, sales, use and personal property taxes, excluding only taxes based on Passport's income), assessments, license and registration fees and other governmental charges relating to any Third Party Hardware.

2. IF PASSPORT DOES NOT PROVIDE ANY THIRD PARTY HARDWARE:

- a.** Customer will have the sole obligation to (1) obtain at Customer's sole cost and expense any equipment necessary to utilize the Managed Services, including, without limitation, any paper or other consumables reasonably necessary and/or any cellular data connectivity reasonably necessary to utilize such equipment; and (2) install and configure any Licensed Software and/or Third Party Software for Customer's use pursuant to the Agreement.
- b.** The provisions of the subsection entitled "Equipment" of the section entitled "Citation Management Platform" are incorporated herein by reference.

3. Exclusions. Managed Services do not include (a) support for problems in or arising out of any equipment, software, modification, improvement, or service provided by anyone other than Passport; (b) support for custom improvements, engineering changes, or enhancements to any of the products not made by Passport; (c) support for problems caused by Customer's (1) improper installation of a product, (2) failure to use the product in accordance with applicable specifications and documents, or (3) other improper use of a product; (d) consulting services specific to the design or implementation of any of Customer's programs, products, or services; or (e) retrieval or recovery of any data or information that may have been corrupted or lost in connection with any problem.

EXHIBIT A

AFFIDAVIT

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

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

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the _____ day of _____, 20__.

Printed: _____

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

Printed: _____

EXHIBIT B Invoice

Date: _____

Name of Company: _____

Address & Zip: _____

Telephone No.: _____

Fax No.: _____

Project Name: _____

Invoice No. _____

Purchase Order No: _____

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

Signature

Printed Name

EXHIBIT C

INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

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

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

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

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

Bodily Single Limit:	\$1,000,000 each accident
Injury and property damage:	\$1,000,000 each accident
Policy Limit:	\$1,000,000

Umbrella/Excess Liability

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

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

118725

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
12/9/2025			378803	LPR

VENDOR PASSPORT LABS, INC 5960 FAIRVIEW ROAD SUITE 250 CHARLOTTE, NC 28210 -	SHIP TO Carmel Police Department 3 Civic Square Carmel, IN 46032- Don Kirch
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PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
106792				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
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Department: 1110 Fund: 101 General Fund

Account: 43-515.02

1	Each	LPR Software	\$16,500.00	\$16,500.00
			Sub Total	\$16,500.00

Account: 44-670.99

1	Each	LPR Equipment	\$63,194.89	\$63,194.89
			Sub Total	\$63,194.89



Send Invoice To:
Carmel Police Department
Accounts Payable
3 Civic Square
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
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SHIPPING INSTRUCTIONS

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

PAYMENT

\$79,694.89

* 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

Donald Schoeff
Deputy Chief

TITLE

Zac Jackson
CFO

CONTROL NO. **118725**

**ADDITIONAL SERVICES AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) entered into by and between the City of Carmel and R A D Fabrication, LLC (the “Professional”), as City Contract dated September 25, 2025 shall amend the terms of the Agreement by adding the additional services to be provided by Professional 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

R A D Fabrication, LLC

By:

By:



Laura Campbell, Presiding Officer

Authorized Signature

Date: _____

Robert Dohy

Printed Name

James Barlow, Member

President

Title

Date: _____

FID/TIN: 80-0918885

FID/TIN

Alan Potasnik, Member

Date: _____

5/13/26

Date

ATTEST:

Jacob Quinn, Clerk

Date: _____

Exhibit A

R.A.D. Fabrication, LLC

2415 Alexandria Pike
Anderson, IN 46012-1513 US
+13178205550
accounting@radfabrication.com
<https://www.radfabrication.com/>

Estimate

ADDRESS
RADCON
2415 ALEXANDRIA PK
Anderson, IN 46012

ESTIMATE 1002
DATE 05/08/2026

P.O. NUMBER
CFD TRAINING CENTER

DATE	DESCRIPTION	AMOUNT
SALES	EXCAVATE AREA FOR FOOTERS, FORM & POUT 29 FOOTERS, INSTALL ANCHORS ON ALL FOOTERS	48,000.00
TOTAL		\$48,000.00

Accepted By

Accepted Date

R.A.D. Fabrication, LLC

2415 Alexandria Pike
Anderson, IN 46012-1513 US
+13178205550
accounting@radfabrication.com
https://www.radfabrication.com/

Estimate

ADDRESS
RADCON
2415 ALEXANDRIA PK
Anderson, IN 46012

ESTIMATE 1001
DATE 05/08/2026

P.O. NUMBER
CFD TRAINING CENTER

DATE	DESCRIPTION	AMOUNT
	SALES	
	SITE PREP	7,000.00
	TOTAL	\$7,000.00

Accepted By

Accepted Date



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

119679

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
5/8/2026			378648	24-CFD-02 - ASA 1 - Station 341 - Training Center - Foundations

R A D FABRICATION LLC	City Engineering's Office
VENDOR 940 E MICHIGAN STREET	SHIP TO 1 Civic Square
INDIANAPOLIS, IN 46202 -	Carmel, IN 46032-
	Laurie Slick

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
110027				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
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Department: **2200** Fund: **0** **2024 Bond**
Account: **44-628.71**

1	Each	24-CFD-02 - ASA 1 - Station 341 - Training Center - Foundations	\$48,000.00	\$48,000.00
			Sub Total	\$48,000.00

Send Invoice To:
City Engineering's Office
Laurie Slick
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

\$48,000.00

* 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

Bradley Pease
Director

Zac Jackson
CFO

TITLE

CONTROL NO. **119679**



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

119680

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
5/8/2026			378648	24-CFD-02 - ASA 2 - Station 341 - Training Center -Site Prep

R A D FABRICATION LLC	City Engineering's Office
940 E MICHIGAN STREET	1 Civic Square
INDIANAPOLIS, IN 46202 -	Carmel, IN 46032-
	Laurie Slick

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
110028				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
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Department: **2200** Fund: **0** **2024 Bond**

Account: **44-628.71**

1	Each	24-CFD-02 - ASA 2 - Station 341 - Training Center -Site Prep	\$7,000.00	\$7,000.00
			Sub Total	\$7,000.00

Send Invoice To:

City Engineering's Office
Laurie Slick
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

\$7,000.00

* 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

Bradley Pease
Director

Zac Jackson
CFO

TITLE

CONTROL NO. **119680**

Accurate Striping, Inc.
Street Department - 2026
Appropriation #2201 2201 44-670.99 Motor Vehicle Highway Fund; P.O.#119657
Contract Not To Exceed \$85,000.00

AGREEMENT FOR PURCHASE OF GOODS AND SERVICES

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

TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:**
Vendor acknowledges that it has read and understands this Agreement, and agrees that its execution of same constitutes its acceptance of all of the Agreement’s terms and conditions.
2. **PERFORMANCE:**
City agrees to purchase the goods and/or services (the “Goods and Services”) from Vendor using City budget appropriation number 2201 2201 44-670.99 Motor Vehicle Highway fund. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.
3. **PRICE AND PAYMENT TERMS:**
 - 3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than Eighty Five Thousand Dollars (\$85,000.00) (the “Estimate”). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within thirty-five (35) days after the date of City’s receipt of Vendor’s invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.
 - 3.2 Vendor agrees not to provide any Goods and Services to City that would cause the total cost of the Goods and Services provided by Vendor to City hereunder to exceed the Estimate, unless City has previously agreed, in writing, to pay an amount in excess thereof. All payments and any late payments fees shall be pursuant to Indiana Prompt Payment Statute; Ind. Code 5-17-5 *et al.*
4. **WARRANTY:**
Vendor expressly warrants that the Goods and Services covered by this Agreement will conform to those certain specifications, descriptions and/or quotations regarding same as were provided to Vendor by City and/or by Vendor to and accepted by City, all of which documents are incorporated herein by reference, and that the Goods and Services will be delivered in a timely, good and workmanlike manner and free from defect. Vendor acknowledges that it knows of City’s intended use and expressly warrants that the Goods and Services provided to City pursuant to this Agreement have been selected by Vendor based upon City’s stated use and are fit and sufficient for their

particular purpose.

5. TIME AND PERFORMANCE:

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

6. DISCLOSURE AND WARNINGS:

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

7. LIENS:

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

8. DEFAULT:

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

9. INSURANCE AND INDEMNIFICATION:

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

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

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

10. GOVERNMENT COMPLIANCE:

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

11. NONDISCRIMINATION:

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

12. E-VERIFY:

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

13. NO IMPLIED WAIVER:

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

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

14. NON-ASSIGNMENT:

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

15. RELATIONSHIP OF PARTIES:

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

16. GOVERNING LAW; LAWSUITS:

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

17. SEVERABILITY:

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

18. NOTICE:

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

If to City:	City of Carmel Street Department 3400 W 131 st Street Carmel, Indiana 46074	AND	City of Carmel Office of Corporation Counsel One Civic Square Carmel, Indiana 46032
If to Vendor:	Accurate Striping, Inc. PO Box 35 Yorktown, Indiana 47396		

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

19. TERMINATION:

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

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

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

20. REPRESENTATIONS AND WARRANTIES

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

21. ADDITIONAL GOODS AND SERVICES:

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

22. TERM:

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

23. HEADINGS:

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

24. BINDING EFFECT:

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

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

25. NO THIRD PARTY BENEFICIARIES:

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

26. DEBARMENT AND SUSPENSION:

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

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

27. IRAN CERTIFICATION:

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

28. ADVICE OF COUNSEL:

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

29. ACCESS TO PUBLIC RECORDS ACT:

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

30. SUSPENSION OF SERVICES:

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

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

resolved or Agreements between the Parties are terminated.

31. DATA TRANSFER UPON TERMINATION:

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

32. LIMITATION ON USE OF CUSTOMER DATA AND CONTENT:

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

33. MARKETING:

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

34. DATA AND INFORMATION PROTECTION:

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

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

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

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

or medical insurance data, answers to security questions, and other personal identifiers), in case of both subclauses (i) and (ii), including, without limitation, all Highly Sensitive Personal Information.

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

B. Standard of Care.

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

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

C. Security Breach.

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

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

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

unauthorized access and use of computer systems, including hackers, (5) the transmission of malicious code, and (6) website content, including claims of libel, slander, trade libel, defamation, infringement of copyright, trademark and trade dress and invasion of privacy.

35. ENTIRE AGREEMENT:

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

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

CITY OF CARMEL, INDIANA

Accurate Striping, Inc.

by and through its Board of Public Works and Safety

By:

By:



Laura Campbell, Presiding Officer

Authorized Signature

Date: _____

R. David Hobbs

Printed Name

James Barlow, Member

Owner

Date: _____

Title

Alan Potasnik, Member

FID/TIN: 35-1984981

Date: _____

Date: 5/6/2026

ATTEST:

Jacob Quinn, Clerk

Date: _____

Equipment Purchase Agreement

This Equipment Purchase Agreement (“Agreement”) is entered into on 05/06 / 2026
by and between:

Seller:

ACCURATE STRIPING, INC.
P.O. BOX 35, Yorktown, IN 47396

Buyer:

CITY OF CARMEL/CARMEL STREET DEPARTMENT
One Civic Square, Carmel, IN 46032

Together referred to as the “Parties.”

1. Equipment Description

The Seller agrees to sell, and the Buyer agrees to purchase the following equipment:

1) One (1) - Apollo System 2

Combination Premelter/Handliner Thermoplastic Pavement Marking Machine

2) One (1) - Apollo System 3

Combination Premelter/Handliner Thermoplastic Pavement Marking Machine

3) One (1) - Thermo Mark 2

Featherlite LH

4) One (1) - Stimsonite Thermoplastic Trailer w/crane

1999 Mercury 1P9KTH235XA056315

w/ Premelter Kettle (white) 1500 lbs capacity

w/ Premelter Kettle (yellow) 600 lbs capacity

(2) 100 lb propane tanks

5) Application Die, as listed:

- (2) 4" die
- (2) 6" die
- (1) 8" die
- (1) 4" double solid die
- (1) 12" die

2. Purchase Price and Payment Terms

- **Total Purchase Price: \$85,000.00 (Eighty-Five Thousand Dollars & No Cents)**
- Payment Schedule: Due upon pick-up
- **Payment Method: Check/ACH**

3. Delivery and Transfer of Title

- **Pick-up Date:** Please communicate with Accurate for scheduling date/time.
- Pick-up Location: **5881 West CR 700 South, Daleville, IN 47334**
- Risk of loss passes to Buyer upon pick-up.
- Title transfer shall be completed by Buyer.

4. Inspection and Acceptance

- Buyer accepts and has inspected equipment to be purchased.

5. Warranties

- Seller warrants that it has good and marketable title for **Item 4** referenced page 1, free of lien and encumbrance.
- Disclaimer: Except as stated, the equipment is sold "as-is."

6. Representations of the Buyer

The Buyer represents that it has reviewed the equipment specifications and is financially capable of completing the purchase.

7. Taxes and Fees

Buyer shall be responsible for all applicable taxes, duties, and registration fees related to the purchase, if applicable.

8. Indemnification

Each Party agrees to indemnify and hold harmless the other from any claims, damages, or liabilities arising from their respective breaches of this Agreement.

9. Default and Remedies

If either Party fails to perform its obligations, the non-defaulting Party may seek remedies including termination, damages, or specific performance.

10. Governing Law

This Agreement shall be governed by the laws of Indiana/Delaware County.

11. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements.

12. Signatures

Accurate Striping, Inc.

Seller:  _____ Date: 5/6/2026

Name/Title: R. David Hobbs

City of Carmel

Buyer: _____ Date: _____

Name/Title: _____

EXHIBIT B Invoice

Date: 5/6/2026

Name of Company: Accurate Striping, Inc.

Address & Zip: P.O. Box 35 Yorktown, IN 47362

Telephone No.: 765-759-6000 ext. 1

Fax No.: n/a

Project Name: Equipment Purchase Agreement

Invoice No. 050626-01

Purchase Order No: 05062026-01

Person Providing Goods/Services	Date Goods/ Service Provided	Goods/Services Provided (Describe each good/service separately and in detail)	<u>Goods</u>	<u>Services</u>	Total
			Cost Per Item	Hourly Rate/ Hours Worked	
Accurate Striping, Inc. P.O. Box 35 Yorktown, IN 47396	05/06/26 Pick up to be scheduled	See Purchase Agreement for Details of Items Purchased			85,000.00
		<i>GRAND TOTAL</i>			



Signature

R. David Hobbs

Printed Name

EXHIBIT C

INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

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

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

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

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

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

Umbrella/Excess Liability

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

EXHIBIT D

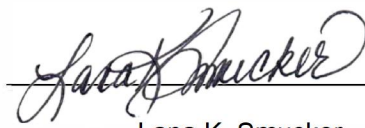
AFFIDAVIT

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


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

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 6 day of May, 2026.


Printed: Lana K. Smucker

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


Printed: R. David Hobbs



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

119657

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	
4/29/2026			378771	Stimsonite Thermoplastic Trailer w/crane	
ACCURATE STRIPING, INC. <i>VENDOR</i> P.O. BOX 35 YORKTOWN, IN 47396 -		Street Department <i>SHIP TO</i> 3400 W. 131ST Street Carmel, IN 46074- Matt Higginbotham (317) 733-2001			
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT	
109841					
QUANTITY	UNIT OF MEASURE	DESCRIPTION		UNIT PRICE	EXTENSION

Department: **2201** Fund: **2201 Motor Vehicle Highway FND**

Account: **44-670.99**

1	Each	Stimsonite Thermoplastic Trailer w/crane	\$85,000.00	\$85,000.00
			Sub Total	\$85,000.00

Send Invoice To:

Street Department

3400 W. 131st Street

Carmel, IN 46074-

(317) 733-2001

PLEASE INVOICE IN DUPLICATE

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

SHIPPING INSTRUCTIONS

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

PAYMENT

\$85,000.00

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

ORDERED BY

Lee Higginbotham
Commissioner

TITLE

CONTROL NO. **119657**

MAINTENANCE AGREEMENT

This Agreement (the “Agreement”) is made and entered into this ____ day of _____, 2026 by and between the Village of WestClay Owners Association, Inc. (“VWCOA”) and the City of Carmel, Indiana, by and through its Board of Public Works & Safety (the “City”).

TERMS AND CONDITIONS

In consideration of the promises and the mutually dependent covenants contained herein, the Parties agree as follows:

1. City Responsibilities. The City shall allow VWCOA to access, landscape, and maintain the areas outlined in red on Exhibit A (the “Maintenance Area”). The VWCOA shall maintain the irrigation lines in the Maintenance Area. The City shall allow access to the Maintenance Area for any required landscaping, maintenance, repair, replacement, service, and/or updates. The City shall not block, impede or interfere with VWCOA’s maintenance, landscaping, or access to the Maintenance Area without prior notice, except in emergency situations.

2. VWCOA Responsibilities. VWCOA shall maintain and landscape the Maintenance Area as set forth in Exhibit B, which is attached hereto and incorporated herein by reference, at VWCOA’s sole cost and expense. VWCOA shall obtain approval from the Street Department prior to the installation of any landscaping that is substantially different than what currently exists in the Maintenance Area currently, and such approval shall not be unreasonably withheld. Should the VWCOA fail to maintain or landscape the Maintenance Area to the standards set forth in Exhibit B, VWCOA shall be responsible for any costs incurred by the City for the maintenance and/or landscaping of the Maintenance Area.

The terms of this Agreement apply only to the Maintenance Area described in Exhibit A. VWCOA’s responsibilities under the terms of this Agreement are specifically and exclusively limited to landscaping and irrigation maintenance of the Maintenance Area as described in Exhibit B attached hereto. Nothing herein shall be deemed or construed to obligate VWCOA to perform any other maintenance, repairs, replacements, or work to any other property. The City, as the owner of the subject Maintenance Area and property described in this Agreement, shall remain responsible for all other necessary maintenance, repairs, replacements, and work applicable to the Maintenance Area, including, but not limited to, repairs necessitated by the City’s acts or omissions, or the acts, negligence or omissions of any other party.

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

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

5. Default. In the event VWCOA repudiates, breaches or defaults under any of the terms or conditions of this Agreement, fails to maintain the Maintenance Area as specified herein, or is dissolved, the City shall have the right to (1) terminate any or all parts of this Agreement without liability to VWCOA and (2) exercise all other rights and remedies available to the City at law and/or in equity.

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

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

8. No Implied Waiver. The failure of either party to require performance by the other of any provision of this Agreement shall not affect the right of such party to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision hereof.

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

10. Relationship of Parties. The relationship of the parties hereto shall be as provided for in this Agreement, and neither VWCOA nor any of its officers, employees, contractors, subcontractors and agents are employees of the City.

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

12. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any preset or future statute or judicial decision, the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected.

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

If to City:	City of Carmel	<u>AND</u>	City of Carmel
	Street Department		Office of Corporation Counsel
	3400 W. 131 st St.		One Civic Square
	Carmel, Indiana 46074		Carmel, Indiana 46032

If to VWCOA: The Village of WestClay Owners Association, Inc.
c/o Terry O'Brien
1769 Milford St.
Carmel, IN 46032

14. Termination. The City or the VWCOA may, upon notice to the other party, immediately terminate this Agreement.

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

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

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

18. No Third-Party Beneficiaries. This Agreement gives no rights or benefits to anyone other than the City and VWCOA.

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

Entire Agreement. This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between VWCOA and the City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Village of WestClay Owners Association, Inc.

By: Jennifer S. Hillman
Printed: Jennifer S. Hillman
Title: Executive Director

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: _____

Exhibit A

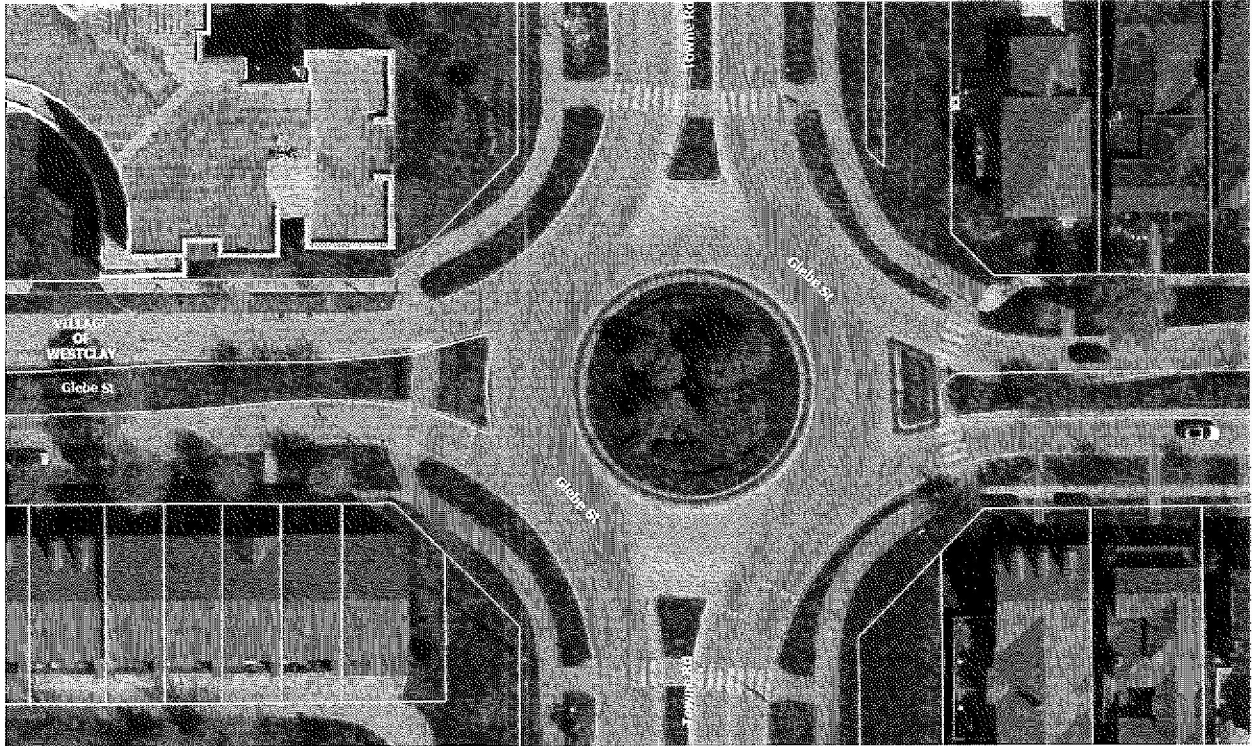


Exhibit B
Mowing, Landscape Maintenance, and Irrigation Requirements

MOWING SPECIFICATIONS

Mowing Period & Quantity – The mowing period shall begin on April 1, and continue through November 30, inclusive. There shall be approximately thirty-one (31) mows during this mowing period, depending on the weather.

Quality – The area to be mowed must be mowed weekly so as to maintain a quality appearance, including trimming along curbs (see Grass Height section below for details). Under no circumstances will the work site be left with patches of un-mowed grass, clumps of grass, or mowed-over litter. VWCOA shall not blow into nor leave grass clippings on any streets or on sidewalks.

Grass Height - Grass that is not at least three (3) inches high shall constitute lack of need. Grass that is taller than three (3) inches shall be mowed to a minimum height of three (3) inches.

Clippings – Clippings are not to be blown into mulched areas, including tree rings, shrub beds or stone mulched areas. Grass clippings shall be recycled onto the turf with mowing equipment designed to recycle the clippings. Any clippings that are so thick as to lie on top of the mowed grass shall be dispersed by re-mowing, raking, or blowing until they are no longer noticeable.

Tree Leaves – Tree leaves are to be mulched and recycled back onto the turf using equipment that is designed for this purpose.

Trimming - Concurrent with its lawn mowing services, VWCOA shall string trim around curbs, mulch tree rings, shrubs and planting beds where necessary and otherwise at the discretion and direction of VWCOA. No trimming of any tree limbs is permitted.

Trimming damage – Trimming shall be performed in a manner that does not damage any plant material. Damage to plant material shall be promptly repaired or replaced by VWCOA at VWCOA's own expense.

Litter removal - VWCOA shall remove all litter from grass, shrubs and planting beds before mowing or trimming same. Litter removal will be maintained and continued on a weekly basis through the term of the contract.

Tree Trunks – To avoid hitting tree trunks in vulnerable areas, smaller mowers must be used in the median grass areas.

Damage Repair – Any damage done to grass, irrigation, or property by VWCOA must be repaired by VWCOA.

LANDSCAPE MAINTENANCE SPECIFICATIONS

Maintenance Period – The landscape maintenance period shall begin on January 1 and continue through December 31.

Maintenance Schedule – Below is the maintenance schedule for each roundabout, median, splinter island, right-of-way, and curbside bed. All locations shall be scheduled weekly for weeds, trash, and general maintenance.

- Spring
 - Clean up, including clean-up of leaves, trash, and debris in landscape beds
 - Add pre-emergent weed control to beds to control germinating weed seeds
 - Spring Mulch- mulch Beds 1 time in spring with 2" depth using brown dyed mulch
- Fall Clean- up including bed clean-up and cutting back of any perennials
- Seasonal
 - Weekly weed control in beds
 - Prune shrubs 2 times per season
 - Fertilize beds with slow-release fertilizer 2 times
 - Trim groundcover 7 times per season
- Perennial maintenance including cutting back perennials to promote new blooms

Quality – The landscaped areas are to be maintained in a high-quality manner, including the removal of weeds, dead plant debris, and litter on a weekly basis. Under no circumstances will the landscaped areas be left with litter, weeds, dead plant debris, or other work-related materials remaining on site. Litter removal is the responsibility of VWCOA. Litter removal shall be maintained and continued year-round, January through December.

Tree Leaves – Tree leaves are to be removed from landscaped areas.

Ornamental Grasses – Ornamental grasses shall be cut down to the new seasonal growth between February 1 to March 1. The grasses shall not be cut down in the fall but left in the beds for winter interest.

Perennials – All perennial plants are to be trimmed back to healthy green growth when blooms have faded and turned brown. This may encourage the plants to produce more blooms and will keep the beds looking manicured. All plant debris from trimming shall be removed from the beds. All perennials should be cut to the ground in the Fall, except the stonecrop sedum which will be cut in the following Spring.

Plant Damage – Pruning, weeding, trimming, chemicals, and herbicides, and general bed maintenance shall be performed in a manner that does not damage any plant material. Damage to plant material (trees, shrubs, perennials, annuals) shall be promptly repaired or replaced as deemed necessary by the Grantor and at the VWCOA's expense.

Damage Repair – Any damage done to grass, irrigation, or property by VWCOA must be repaired by VWCOA at VWCOA’s expense. **NO EDGING IS TO BE DONE WHERE DRIP IRRIGATION IS PRESENT.**

WEED CONTROL FOR PLANTING BEDS

Application - All planting beds shall be treated with a weed control and shall throughout the growing season, be spot treated with a Round-up/Surflan mixture, as needed. Application of the pre-emergent shall take place in dry weather to prevent accumulation of the chemical and scorching of plant foliage.

Frequency – All planting beds shall be treated with a pre-emergent two times per year. The first mandatory application to occur no earlier than March 15 and no later than March 30. The second mandatory application shall be done no earlier than July 1 and no later than July 15.

Chemical Application Method – All chemicals shall be spread with an applicator in such a manner as to insure even coverage at the proper rate, with no streaking and no unintended plant injury.

Certification – VWCOA or VWCOA’s contractor shall be certified and hold all required applicators licenses (for Categories 3a) from the Office of the Indiana State Chemist to perform the obligations set forth in this section.

Compliance – VWCOA shall comply with all environmental, and chemical, and all other applicable laws in performing its obligations under this Section.

List – A complete list of chemicals used will be provided to the City prior to the use of said chemicals.

Additional – A combination of weed control is to be used to provide weed-free planting beds. Acceptable weed control techniques are as follows: mulching, pre and post emergent herbicides and hand weeding. **NO HERBICIDE APPLICATIONS ARE TO BE MADE IN AREAS WHERE BULBS ARE PLANTED.** Plants damaged by VWCOA or VWCOA’s contractor are to be replaced by the VWCOA at their sole expense. Examples of possible damage include, but are not limited to, herbicide damage and mistakes in identification while weeding.

MULCH FOR LANDSCAPED BEDS

Type – Mulch to be used for landscape beds shall be non-palletized, minimum Grade A shredded dark brown dyed bark mulch.

Application – Mulch shall be applied once per year in Spring. Mulch shall be spread as needed to maintain proper weed control coverage of 2” of mulch, no later than April 30. Start date approximately March 15. Rake beds in August/September to loosen and refresh existing mulch.

Tree Rings –Mulch is NOT to be placed up against the tree trunk. Leave a 3” space between mulch and tree trunk. Any existing mulch shall be pulled away from tree trunks, leaving the same 3” space.

IRRIGATION SPECIFICATIONS

Spring: All roundabouts and medians specified are to have water lines charged; backflow devices inspected and tagged by a state-approved licensed inspector. The controller should have the **battery replaced** and all zones should be run from the controller to verify proper working conditions. Additionally, any system that has a weather monitor shall also have the **battery replaced** and tested to make certain of an intact communication link. Any defects in the system are to be corrected in order to obtain an irrigation system that works properly. Any deviations in spray patterns, coverage, or pressure should be corrected, noted in writing and reported to an authorized City representative. This work is to be completed by May 15th.

Summer: All roundabouts and medians specified are to have water lines checked for leaks. All systems and parts are to be tested, including solenoids, and repaired or replaced as needed. Any defects in the system are to be corrected in order to obtain an irrigation system that works properly. Any deviations in spray patterns, coverage, or pressure should be corrected, noted in writing and reported to an authorized City representative. This work is to be scheduled for July 9 and to be completed by August 31 (or as soon as is possible thereafter).

Fall: Winterization of the system includes blowing-out and draining of all lines: including backflow devices as well as any other maintenance necessary to winterize each system. Care should be taken to not allow pressure in any Drip System to exceed 40 PSI. Random on-site visits will occur. Any violations of these guidelines will result in the contractor to be responsible for any and all repairs at the contractor’s expense.

WATER MAIN RELOCATION AGREEMENT

THIS WATER MAIN RELOCATION AGREEMENT (this “**Agreement**”) is made this ___ day of May, 2026 (the “**Effective Date**”), by and between City of Carmel Utilities (the “**Utility**”) and Old Town Construction L.L.C., an Indiana limited liability company (“**Old Town**”).

WITNESSETH:

WHEREAS, Old Town is performing certain work in the vicinity of North End Drive in the City of Carmel, Indiana in the location generally shown on page one of Exhibit A, attached hereto and incorporated herein by reference, and, in the course of performing its work, discovered an existing 20” water main (the “**Water Main**”) owned by the Utility which was located above the expected and approved elevation;

WHEREAS, the Utility and Old Town each desire to have the Water Main relocated as shown on the plans attached hereto as Exhibit A and labeled “20” Water Main Relocation Open Cut Option”;

WHEREAS, the Utility has agreed to pay for and provide to Old Town all materials required for the replacement and relocation of the Water Main, and Old Town has agreed to pay for and provide all labor required for the replacement and relocation of the Water Main, in each case in accordance with the plans attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the foregoing premises, the terms, conditions, agreements and the agreements contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Utility and Old Town make the following agreements:

Section 1. Recitals. The parties hereby agree that the above and foregoing recitals are true, correct and complete and are hereby incorporated and made a part of this agreement as if completely and fully set forth herein.

Section 2. Acknowledgement and Acceptance. The parties acknowledge that they have read and understand this Agreement and agree that their execution of same constitutes their acceptance of all of the Agreement’s terms and conditions.

Section 3. Materials. The Utility, at its sole cost and expense, shall obtain and provide to Old Town all materials required for the replacement and relocation of the Water Main consistent with the plans and descriptions attached hereto as Exhibit A (collectively, the “**Materials**”). The Utility agrees that the Materials shall comply with all local, state and federal laws, statutes, rules, regulations and ordinances, and the Carmel Water Phase 2 North Water Main Relocation 20IN Technical Specifications attached at Exhibit A (collectively, the “**Laws**”).

Section 4. Work. Promptly following its receipt of the Materials, Old Town, at its sole cost and expense, shall commence, and thereafter diligently pursue, the work required to relocate the Water Main consistent with the plans and Carmel Water Phase 2 North Water Main Relocation 20IN Technical Specifications attached hereto as Exhibit A in compliance with all Laws (the “**Work**”). Old Town expressly warrants that the Work covered by this Agreement will conform to the plans and Carmel Water Phase 2 North Water Main Relocation 20IN Technical Specifications attached hereto as Exhibit A. Old Town shall complete the Work in a timely, good and workmanlike manner and the Work shall be free from material defects; provided, however, Old Town shall not be responsible for any defects in the Materials provided by the Utility.

Section 5. Term. This Agreement shall commence on the Effective Date and shall terminate upon completion of the Work consistent with the requirements of this Agreement (the "**Termination Date**"), unless otherwise terminated in accordance with the termination provisions set forth herein.

Section 6. Severability. The invalidity or unenforceability of any covenant, condition, term or provision in this Agreement shall not affect the validity and enforceability of any other covenant, condition, term or provision.

Section 7. Binding Agreement. This instrument shall be binding upon each party hereto, and their respective successors and assigns.

Section 8. Counterparts. This Agreement may be executed in counterparts, and by each of the parties on separate counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one in the same instrument.

Section 9. Time and Performance. After execution of this Agreement, both parties shall perform their obligations hereunder in a timely manner. Time is of the essence of this Agreement.

Section 10. Liens. Old Town shall not cause or permit the filing of any lien on any of the Utility or the City of Carmel's property with respect to the Work to be performed by Old Town hereunder. In the event any such lien is filed and Old Town fails to remove such lien within ten (10) days after written notice to Old Town of the filing thereof, by payment or bonding, the Utility or the City of Carmel shall have the right to pay such lien or obtain such bond, all at Old Town's sole cost and expense.

Section 11. Default. In the event Old Town: (a) repudiates, breaches or defaults under any of the terms or conditions of this Agreement, including Old Town's warranties; (b) fails to provide Work as specified herein; (c) fails to make progress so as to endanger timely and proper provision of the Work and does not correct such failure or breach within five (5) business days (or such longer period of time as is commercially reasonable under the circumstances) after receipt of written notice from the Utility specifying such failure or breach; or (d) becomes insolvent, is placed into receivership, makes a general assignment for the benefit of creditors or dissolves, each such event constituting an event of default hereunder, the Utility shall have the right to (1) terminate all or any parts of this Agreement, without liability to Old Town; and (2) exercise all other rights and remedies available to the Utility at law and/or in equity.

Section 12. Insurance and Indemnification. Old Town shall procure and maintain in full force and effect during the term of this Agreement, with an insurer licensed to do business in the State of Indiana, such insurance as is described on Exhibit B, attached hereto and incorporated herein by reference. The coverage amounts shall be no less than those amounts set forth in attached Exhibit B. Old Town shall cause its insurers to name the Utility as an additional insured on all such insurance policies, shall promptly provide the Utility, upon request, with copies of all such policies, and shall provide that such insurance policies shall not be canceled without thirty (30) days prior notice to the Utility. Old Town shall indemnify and hold harmless the Utility and the City of Carmel from and against any and all liabilities, claims, demands or expenses (including, but not limited to, reasonable attorney fees) for injury, death and/or damages to any person or property to the extent arising from Old Town's provision of Work pursuant to or under this Agreement or Old Town's use of the Utility's property or the City of Carmel's property hereunder.

Old Town further agrees to indemnify, defend and hold harmless the Utility and the City of Carmel and their officers, officials, agents and employees from all claims and suits of whatever type, including,

but not limited to, all court costs, reasonable attorney fees and expenses, to the extent caused by any negligent act or omission of Old Town and/or of any of Old Town's agents, officers, employees, contractors or subcontractors in Old Town's performance of this Agreement. These indemnification obligations shall survive the termination of this Agreement.

Section 13. Government Compliance. Old Town agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes which may be applicable to Old Town's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. Old Town agrees to indemnify and hold harmless the Utility and the City of Carmel from any loss, damage and/or liability resulting from any such violation of such laws, orders, rules, regulations and codes. This indemnification obligation shall survive the termination of this Agreement.

Section 14. Nondiscrimination. Old Town represents and warrants that it and all of its officers, employees, agents, contractors and subcontractors shall comply with all laws of the United States, the State of Indiana and the City prohibiting discrimination against any employee, applicant for employment or other person in the provision of any Work provided by this Agreement with respect to their hire, tenure, terms, conditions and privileges of employment and any other matter related to their employment or subcontracting, because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status and/or Vietnam era veteran status.

Section 15. Intentionally omitted.

Section 16. No Implied Waiver. The failure of either party to require performance by the other of any provision of this Agreement shall not affect the right of such party to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision hereof.

Section 17. Non-Assignment. Old Town shall not assign or pledge this Agreement, whether as collateral for a loan or otherwise, and shall not delegate its obligations under this Agreement without the Utility's prior written consent.

Section 18. Relationship of the Parties. The relationship of the parties hereto shall be as provided for in this Agreement, and neither Old Town nor any of its officers, employees, contractors, subcontractors and agents are employees of the Utility or the City of Carmel. The consideration set forth herein shall be the full and maximum compensation and monies required of the Utility or the City of Carmel to be paid to Old Town under or pursuant to this Agreement.

Section 19. Governing Law; Lawsuits. This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

Section 20. Relationship of the Parties. Any notice provided for in this Agreement will be sufficient if it is in writing and is delivered by postage prepaid U.S. certified mail, return receipt requested, to the party to be notified at the address specified herein:

If to Utility: City of Carmel **AND** City of Carmel
 Utilities Department Office of Corporation Counsel

30 W. Main St
Ste. 220
One Civic Square
Carmel, Indiana 46032

1 Civic Sq.
Carmel, Indiana 46032

If to Old Town: Old Town Construction L.L.C. **AND** Ice Miller LLP
c/o Justin Moffett Attn: Blake Schulz
525 North End Dr. One American Square, Suite 2900
Ste. 100 Indianapolis, IN 46282
Carmel, IN 46032

Notwithstanding the above, notice of termination under paragraph 21 hereinbelow shall be effective if given orally, as long as written notice is then provided as set forth hereinabove within five (5) business days from the date of such oral notice.

Section 21. Termination. Notwithstanding anything to the contrary contained in this Agreement, the Utility may, upon notice to Old Town, immediately terminate this Agreement for cause, in the event of a default hereunder by Old Town that remains uncured after the time provided for cure in Section 11 hereof and/or if sufficient funds are not appropriated or encumbered to pay for the Materials to be provided hereunder. The Utility may terminate this Agreement at any time upon thirty (30) days prior notice to Old Town. The Utility may terminate this Agreement pursuant to paragraph 14 hereof, as appropriate.

Section 22. Representations and Warranties. The parties represent and warrant that they are authorized to enter into this Agreement and that the persons executing this Agreement have the authority to bind the party which they represent.

Section 23. Headings. All heading and sections of this Agreement are inserted for convenience only and do not form a part of this Agreement nor limit, expand or otherwise alter the meaning of any provision hereof.

Section 24. Binding Effect. The parties, and their respective officers, officials, agents, partners, successors, assigns and legal representatives, are bound to the other with respect to all of the covenants, terms, warranties and obligations set forth in Agreement.

Section 25. No Third Party Beneficiaries. This Agreement gives no rights or benefits to anyone other than the Utility, the City of Carmel, and Old Town.

Section 26. Debarment and Suspension.

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

Old Town certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. Old Town shall

immediately notify the Utility if any subcontractor becomes debarred or suspended, and shall, at the Utility's request, take all steps required by the Utility to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

Section 27. Access to Public Records Act. Old Town understands and agrees that any "public record", as the term is defined in Indiana Code 5-14-3-2(m), as amended, that is related to the subject matter of the Agreement, whether the same is in the possession or control of Old Town, the Utility, or the City of Carmel, shall be subject to release under and pursuant to the provisions of Indiana's Access to Public Records Act, as codified in Indiana Code 5-14-3-1, et seq., as amended.

Section 28. Advice of Counsel. The parties warrant that they have read this Agreement and understand it, have had the opportunity to obtain legal advice and assistance of counsel throughout the negotiation of this Agreement, and enter into same freely, voluntarily, and without any duress, undue influence or coercion.

Section 29. Iran Certification. Pursuant to I.C. § 5-22-16.5, Old Town shall certify that, in signing this Agreement, it does not engage in investment activities within the Country of Iran

Section 30. Entire Agreement. This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Old Town and the Utility with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 19 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

[A separate signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Water Main Relocation Agreement as of the day, month and year first written above.

“Old Town”

Old Town Construction L.L.C,
an Indiana limited liability company

Sign: 

Print: Justin W. Moffett

Date: 5/4/26

“Utility”

Approved and adopted this __ day of __, 20__.

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

BY:

Laura Campbell, Presiding Officer
Date: _____

James Barlow, Member
Date: _____

Alan Potasnik, Member
Date: _____

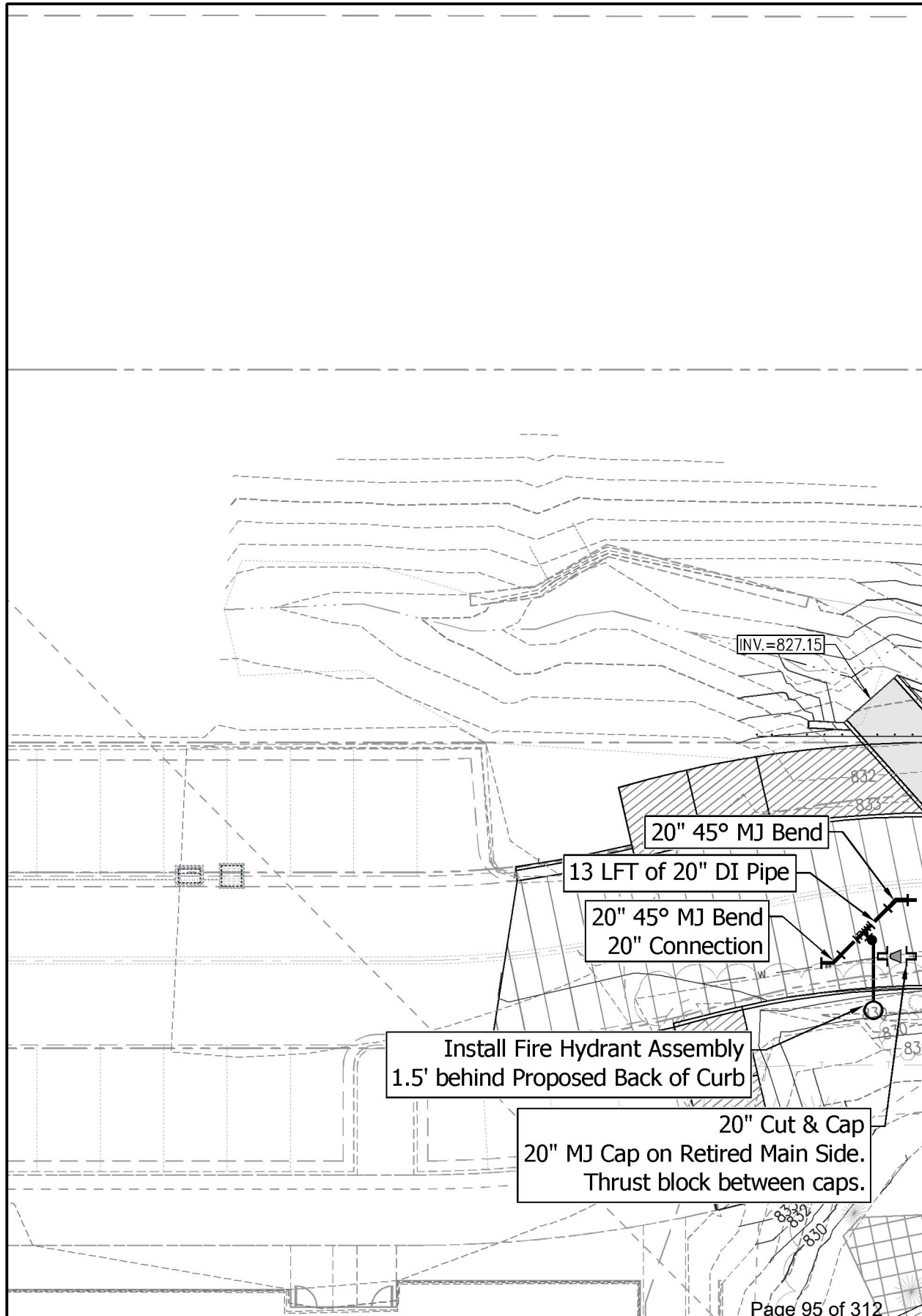
ATTEST:

Jacob Quinn, Clerk
Date: _____

Exhibits:

Exhibit A – Plans and Specifications

Exhibit B – Insurance Requirements



INV.=827.15

20" 45° MJ Bend

13 LFT of 20" DI Pipe

20" 45° MJ Bend
20" Connection

Install Fire Hydrant Assembly
1.5' behind Proposed Back of Curb

20" Cut & Cap
20" MJ Cap on Retired Main Side.
Thrust block between caps.

Carmel Water North End Phase 2 Water Main Reloc

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT CO
1	Mobilization & Demobilization	LSUM	1	
2	Construction Engineering	LSUM	1	
3	20" DI Water Main	LFT	316	
4	20" Connection	EACH	2	
5	20" Butterfly Valve	EACH	1	
6	Complete Hydrant Assembly	EACH	1	
				Total C

CARMEL WATER PHASE 2 NORTH WATER MAIN RELOCATION 20IN TECHNICAL SPECIFICATIONS

TS 1 STANDARD DRAWINGS

See City of Carmel Utilities Standards/Details. These can be accessed at <https://carmelutilities.com/specifications/>

TS 2 CONSTRUCTION STAKING

Production staking is required for alignment and elevation purposes. Reliance solely on GPS equipped machinery in setting grades will not be acceptable.

TS 3 PIPE TESTS AND CLEANING

This work shall be included in the costs of other items. The contractor shall furnish the pump, pipe connections, taps, gauges, auxiliary water container, bulkheads, plugs, and other necessary equipment and make pressure and leakage tests of all lines unless otherwise directed by the OWNER. The Contractor shall coordinate with Carmel Water & Wastewater Utilities for all cleaning and testing operations. Testing of pipelines laid in excavation or bedded in concrete shall be done prior to backfilling or placing concrete cover unless otherwise permitted by the Engineer. Tests on lines anchored or blocked by concrete shall not be conducted until the concrete has taken permanent set.

The line or section thereof to be tested shall be filled slowly with water to expel all air. Hydrostatic pressure shall be applied by pumping water from an auxiliary supply. The test pressure shall be maintained two hours minimum and additional time as required for thorough inspection to find any leaks or defects in the force main and appurtenances. The test pressure shall be 150 lbs/sq.in for a minimum of 2 hours. Should the pipe section fail to pass the tests, the contractor shall find and correct failures and repeat the tests until satisfactory results are obtained.

Leakage tests shall be made simultaneously with or following completion of pressure tests of all lines or valved sections thereof. Leakage is defined as the quantity of water added to the pipe under test to maintain the required test pressure for a specified time. The leakage test pressure shall not be less than the maximum operating pressure of the section under test. The duration of the leakage tests shall not be less than two hours. Allowable leakage shall not exceed 9 gal/in. of pipe diameter per mile of pipe in 24 hours.

After the pressure test and prior to sterilizing, the lines shall be thoroughly flushed through hydrants or by other means as approved by the Engineer.

All water mains shall be sterilized in accordance with AWWA C-651. No direct payment will be made for PIPE TESTS & CLEANING, but the cost thereof shall be included in the costs of the other items.

TS 4 AS-BUILT PLANS

At project completion, as-builts must have all corrections made and submitted in the following digital and paper formats:

1. Files must be saved and submitted on a usb flash drive case w/o using file compression.
2. Disc must be labeled with Engineering Company Name, Project Name, & Date cd burned.
3. All file names need to be easily identifiable to all users.
4. Projection shall be referenced to NAD83, Indiana State Plane Coordinate System, East Zone, using U.S. Survey Feet and per the Hamilton County datum – using section corner reference ties on said system, available through the Hamilton County Surveyors Office.
5. All pertinent drawing elements will reside in the primary drawing file. There shall be no cells, nodes, blocks, or reference files attached to the drawing.
6. The as-builts, both paper and digital, must be revised to show the exact location of all water mains, taps, service lines, hydrants, valves, fittings, etc. as installed.
7. Final as-built drawing must include dimensions between all fittings installed in the project.

A. CARMEL WATER: POINT FEATURE LOCATION CAPTURE STANDARDS:

1. After installation of the water distribution system, actual point coordinate locations (X, Y) of the following features must be captured: hydrants, valves, tees, bends, reducers, and fittings. Subsurface features such as tees, bends, reducers, and fittings must have their coordinate locations either captured prior to burial (preferred method), or marked by a stake protruding from the surface labeled with a description (fitting size & type), to be captured after burial. All other methods must be approved by Carmel Water Department prior to beginning construction. Surface features such as hydrants and valves can be captured post-installation.
2. File format for final delivery shall be .dwg, .dgn, or .shp file format. Submittals must be on usb flash drive (2 copies) and may be included with digital as-built submission. Point symbology must not include cells. Points will be attributed with feature type. Feature coordinates must be referenced to NAD83, Indiana State Plane Coordinate System, East Zone, using U.S. Survey Feet per the Hamilton County datum. Locations must be accurate to within 1 foot of actual earth location. Also to be included with the final project completion is an original copy of the field markup

drawings showing all installed facilities with dimensions. This work will not be paid for directly but included in the cost of other items.

3. It is important to have as-builts submitted correctly to avoid delays in any future projects. Should you have any questions, please feel free to contact Steve Cook at (317)-733-2855 with any questions or concerns.
4. No direct payment will be made for the preparation of as-built drawings, and any cost associated with the preparation of as-built drawings shall be paid for as part of the cost of the WATER MAIN, LFT.

TS 5 WATER MAIN, HDPE SDR11, 24 IN Via HDD

The work performed under this section includes, but is not limited to, the supply and installation of High-Density Polyethylene (HDPE) Pipe, Tubing and fittings as shown.

Provide HDPE pipe and fittings complete with all necessary jointing facilities and materials, specials, mechanical joint adapter kits and other appurtenances required for installation in and completion of the water pipelines to be constructed.

Provide HDPE service tubing complete with all necessary jointing facilities and materials, and other appurtenances required for installation in and completion of the water services to be constructed.

Related Supplemental Sections:

HORIZONTAL DIRECTIONAL DRILLING

QUALITY ASSURANCE

Contractor's Qualifications:

CONTRACTOR or SUBCONTRACTOR performing any fusion (heat or electrofusion) on the HDPE pipe shall be able to provide evidence and references for satisfactory service in at least 3 projects of similar pipe diameter and with similar service types. These references may be asked for and approved before the contract is awarded.

SUBMITTALS

Shop drawings and manufacturer's literature for all CONTRACTOR supplied materials shall be promptly submitted to the OWNER for approval.

The following items shall be submitted before delivery of HDPE pipe, tubing or fittings:

1. **Pipe:** SDR11 Certification by the manufacturer that the HDPE material and pipe was manufactured and tested in accordance with American National Standards Institute (ANSI) / American Water Works Association (AWWA), C-906.
2. **Service Tubing:** Certification by the manufacturer that the HDPE material and tubing was manufactured and tested in accordance with ANSI/AWWA, C-901.
3. All water main piping and components shall be certified for conformance to ANSI / National Sanitation Foundation (NSF) International Standard 14, and NSF Standard 61, Drinking Water System Components – Health Effects, except Section 9, Mechanical Plumbing Product. The piping and components must display the ANSI/NSF 61 seal.
4. Manufacturer's installation instruction and literature to the CONTRACTOR so that manufacturer's recommended procedure and practice of installing pipe and fittings are followed.

MANUFACTURERS

HDPE Pipe. HDPE pipe shall be as manufactured by Performance Pipe, North American Pipe Company, CSR Poly Pipe Industries, Charter Plastics, W. L. Plastics, Flying W. Plastics, J.M. Eagle.

PART 1 PRODUCTS

PIPE MATERIAL

HDPE Pipe. HDPE pipe shall conform to the latest edition of ANSI/AWWA C901 and C906. Material used in the manufacture of HDPE pipe shall conform to the HDPE Standard Code PE3408. All HDPE SDR11 pipe shall have the same outside diameter as DI pipe. SDR11 – to be determined by OWNER for each project.

1. **Dimensions.** The pipe shall have ductile iron pipe (DIP) equivalent outside dimensions for the nominal size indicated.
2. **Working Pressure Rating (WPR).** The pipe shall have a wall thickness dimension ratio (DR) of 11 for pipe 6-inch through 24-inch in diameter.
3. **Pipe Identification.** Each pipe length shall be marked in accordance with AWWA C906 and shall be black in color with blue striping.
4. **Pipe Section Lengths.** Pipe sections proposed to be fused together shall be a minimum of 20 feet in length unless otherwise approved by the OWNER.

FITTINGS

Pipe Fittings. All standard fittings (tees, bends, etc.) shall be ductile iron conforming to ANSI/AWWA C110/A21. Ductile iron fittings shall be suitable for the 350 pound

working pressures unless otherwise noted. The fittings shall be coated with an asphalt coating in accordance with ANSI/AWWA C110/A21.10 and lined inside with cement mortar and seal coated in accordance with ANSI/AWWA C104/A21.4. The cement mortar lining shall be double thickness.

All ductile iron fittings shall be connected to the HDPE main by means of mechanical restraint as noted in Section 2.3. Mechanical Joints, including accessories, shall conform to ANSI/AWWA C111/A21.11. All mechanical joints shall be made with megalugs.

HDPE Fittings. HDPE Fittings shall be made from the same resins and material designations, cell classifications, pressure class (minimum of 160 psi) and dimensions as the HDPE pipe. Permitted HDPE fittings are listed below:

1. **Electrofusion Service Saddle.** For service connections to a HDPE main. Saddle must be fused (electrofusion) to the HDPE main, and may NOT be mechanically attached. Saddle shall also accommodate standard City of Carmel Water Utility corporations.
2. **Mechanical Joint Adapters.** For mechanical connections on an HDPE mainline. MJ adapters shall be butt fused onto the HDPE main.
3. **Fuse – A Corp.** For 1.5” or larger service or connections to a HDPE main.
4. **Stainless Steel Insert/Stiffener.** All non-fused connections shall require the use of stainless steel inserts inside the end of the HDPE pipe. Inserts shall be as follows:
 1. **HDPE Pipe.** At HDPE pipe connections to fittings and/or other pipe materials, the inside of the HDPE pipe shall be reinforced by inserting a two piece wedge style stainless steel stiffener/insert. Insert shall be properly sized and approved by the manufacturer for actual HDPE pipe diameter and wall thickness (DR) being utilized.
 2. **HDPE Service Tubing.** At HDPE pipe connections to fittings and/or other pipe materials, the inside of the HDPE pipe shall be reinforced by inserting a one piece seamless stainless steel insert. Insert shall be properly sized and approved by the manufacture for the actual HDPE tubing diameter and wall thickness being utilized. Insert length should not extend beyond the end of the compression fitting , have one end flared to ensure proper seating into end of HDPE tubing, and be designed for use with compression style connections

PIPE AND FITTING JOINTING/CONNECTIONS

Butt Fusion. The Butt (or Heat) Fusion technique shall be used to join all HDPE pipe sections and connect HDPE fittings to the HDPE pipe. The joints shall conform to ASTM D2657 and shall be performed in strict accordance with the pipe manufacture's recommendations. The butt fusion equipment should be capable of meeting all conditions recommended by the manufacturer, including but not limited to, temperature requirements of 400 degrees Fahrenheit, alignment, and an interfacial fusion pressure of 75 psi. The fusion joining shall produce a joint weld strength equal to or greater than the tensile strength of the pipe itself.

Sidewall Fusion. The Sidewall (or Heat) Fusion technique shall be used to connect HDPE fittings to the HDPE pipe. The joints shall conform to ASTM D2657 and shall be performed in strict accordance with the pipe manufacture's recommendations. The sidewall fusion heating irons shall have an inside diameter equal to the outside diameter of the HDPE pipe and shall be ¼ inch wider than the size of the fitting being attached. The fusion joining shall produce joint weld strength equal to or greater than the tensile strength of the pipe itself.

Pipe Mechanical Joining. Mechanical joining shall be used to make connections to ductile iron fittings and/or non HDPE pipe. Permitted methods of HDPE joining are listed below.

Service Tubing Mechanical Joining. Mechanical joining shall be used to make connections to fittings and/or non HDPE pipe. Permitted methods of HDPE joining are listed below.

1. Stainless steel stiffener combined with brass mechanical compression fittings. Compression fittings must be designed for and approved by manufacturer for use with HDPE CTS Tubing and utilize an internal gripping band type restraint. The HDPE side of the connection shall be reinforced with a stainless-steel insert.

INSTALLATION

The HDPE pipe shall be installed using the horizontal directional drilling method as per Carmel Utility Standards practices noted below. Locations where pipe material transitions are required i.e. (HDPE/DIP) may be installed by open cut.

Pipe Joining

1. The HDPE pipe shall be assembled and joined at the site using the butt-fusion method to provide a leak proof joint. Threaded or solvent-cement joints and connections are not permitted. All equipment and procedures used shall be used in strict compliance with the manufacturer's recommendations. Fusing shall be

accomplished by personnel trained as fusion technicians by a manufacturer of polyethylene pipe and/or fusing equipment.

2. Square the pipe ends by using the fusion machine facing tool. In the fusion machine, pipe ends shall meet squarely so that the entire area to be fused is covered. The pipe ends shall make firm contact without applying pressure to the heat plate. The heat plate temperature shall be as required by the pipe manufacturer's recommendations. The melt bead shall be according to pipe diameter and as recommended by the pipe manufacturer. Pipe ends shall be carefully moved away from heat plate once the appropriate melt bead is achieved. The pipe ends shall be joined quickly without slamming. The butt-fused joint shall be true alignment and shall have uniform roll back beads resulting from the use of proper temperature and pressure. The joint shall be allowed adequate cooling time before removal of pressure. The fused joint shall be watertight and shall have tensile strength equal to that of the pipe. All joints shall be subject to acceptance by the OWNER prior to insertion.
3. All defective joints shall be cut out and replaced at no cost to the Owner. Any section of the pipe with a gash, blister, abrasion, nick, scar, or other deleterious fault greater in depth than ten percent (10%) of the wall thickness, shall not be used and must be removed from the site. However, a defective area of the pipe may be cut out and the joint fused in accordance with procedures stated above. In addition, any section of pipe having other defects such as concentrated ridges, discoloration, excessive spot roughness, pitting, variable wall thickness or any other defect of manufacturing or handling as determined by the OWNER and/or the project representative shall be discarded and not used.

4.
pressure Testing

1. Under no circumstances shall HDPE pipe be pressure tested when the temperature of the pipe is above 80 degrees Fahrenheit.
2. HDPE pipe holds pressure by developing stress in its walls; thus the pipe will increase slightly in diameter when under high pressures. The procedure for pressure testing HDPE main should take in account the expansion of the HDPE main. The recommended procedure is to:
 - a. Initially pressurize the main to the standard test pressure (150 psi) and let a majority of the main expansion take place, which should occur in 2 – 3 hours.
 - b. After the above expansion time period, the main should be pressurized again to test pressure (150 psi) and the Pressure Test is conducted for the two (2) hour period. The HDPE pipe will continue to expand during the test itself and the following table contains maximum allowances for this expansion.

Allowance for Expansion under Test Pressure

(U.S. Gallons per 100 ft. of pipe)

NOMINAL PIPE DIA.	TWO HOUR TEST
4	0.25
6	0.60
8	1.00
12	2.30

3. Under no circumstances shall the HDPE main remain under test pressure (125 psi) for longer than eight (8) hours. If the test is not completed due to leakage, equipment failure, etc., the HDPE shall be allowed to “relax” for eight (8) hours prior to re-testing

HORIZONTAL DIRECTIONAL DRILLING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. The work specified in this Section documents the approved construction methods, procedures, and materials for Horizontal Directional Drilling (HDD).

1.2 QUALIFICATIONS

- A. The contractor or sub-contractor performing the HDD work shall be a company that has been in continuous operation in this area of work for at least three (3) years.
- B. The contractor or sub-contractor shall have performed at least five (5) HDD projects of similar pipe diameter and length in the last three (3) years.

PART 2 PRODUCTS

2.1 MATERIALS

- A. See Related Sections for pipe materials approved for the project.

2.2 EQUIPMENT REQUIREMENTS

- A. The Contractor shall ensure that appropriate equipment is provided to facilitate the installation. Equipment shall be matched to the size of pipe being installed and shall have appropriate torque and thrust/pullback capacity for the diameter and length of the intended drilling sections. The Contractor will ensure that the drill rod can meet the bend radius required for the proposed installation.

2.3 DRILLING FLUIDS

- A. A mixture of bentonite clay or other approved slurry and potable water shall be used

as the cutting and soil stabilization fluid. The viscosity shall be varied to best fit the soil conditions encountered. Water shall be clean and fresh. No other chemicals or polymer surfactant is to be used in the drilling fluid without the written consent of the OWNER and after a determination is made that the chemicals to be added are not harmful or corrosive to the facility and are environmentally safe.

- B. The Contractor shall identify the source of fresh water for mixing the drilling mud. The Contractor shall be responsible for approvals and permits required for such sources as streams, rivers, ponds, or fire hydrants. Any water source other than potable water may require a pH Test.
- C. Monitoring of the drilling fluids such as the pumping rate, pressures, viscosity, and density is required during the pilot bore, back reaming, and pipe installation stages, to ensure adequate removal of soil cuttings and the stability of the bore hole. Relief holes can be used as necessary to relieve excess pressure down hole. To minimize heaving during pullback, the pull back rate is determined in order to maximize the removal of soil cuttings without building excess down hole pressure. Excess drilling fluids shall be contained at entry and exit points until they are recycled or removed from the site. Entry and exit pits shall be of sufficient size to contain the expected return of drilling fluids and soil cuttings.
- D. The Contractor shall ensure that all drilling fluids are disposed of or recycled in a manner acceptable to the appropriate local, state, or federal regulatory agencies. When drilling in suspected contaminated ground, the drilling fluid shall be tested for contamination and disposed of appropriately. Any excess material shall be removed upon completion of the bore.
- E. Restoration for damage to any transportation facility or non-transportation facility caused by heaving, settlement, escaping drilling fluid (fracout) or the directional drilling operation, is the responsibility of the Contractor. Any pavement heaving or settlement damage requires restoration/replacement of the pavement per applicable City standards.

PART 3 EXECUTION

3.1 GENERAL CONSTRUCTION REQUIREMENTS

- A. The pipe shall be installed in the location and to the line and grade designated on the drawings.
- B. Provide for testing and cleanup as soon as practicable, so these operations do not lag far behind pipe installation. Perform preliminary cleanup and grading operations immediately after backfilling.
- C. All surfaces shall be finish graded to original contours and ground cover.
- D. All materials delivered to the project shall be neatly stored. Excavated material, which is not removed from the immediate work site, shall be stockpiled so as to cause as little inconvenience to the property owners as possible. Driveways and street crossings must be kept clear.

- E. Excavation for entry, recovery pits, slurry sump pits, or any other excavation shall be carried out in accordance with City Standard Specifications for applicable work. Sump areas or holding tanks are required to contain drilling fluids.
- F. After completing installation of the product the work site shall be restored. The work site shall be cleaned of all excess slurry left on the ground. Removal and final disposition of excess slurry or spoils as the product is introduced shall be the responsibility of the CONTRACTOR.
- G. Excavated areas shall be restored in accordance with the City Standard Specifications. The cost of restoring damaged pavement, curb, sidewalk, driveways, lawns, storm drains, landscape, and other facilities is borne by the CONTRACTOR.
- H. If underground utilities and/or structures not shown on the Drawings are encountered, notify the OWNER and do not proceed until instructions are obtained. Notify the OWNER if springs or running water are encountered.
- I. Charges from the CONTRACTOR for rock obstructions resulting in delay or damage to CONTRACTOR equipment will **NOT** be paid for by the OWNER.

3.2 SPECIFIC REQUIREMENTS

A. Back Ream Hole Diameter

The back-ream hole diameter shall be no greater than the sum of the maximum product outside diameter (OD) plus six inches (6”).

B. Testing

When there is any indication a pipe has sustained damage and may leak, the work is to be stopped and the damage investigated. The City may require a pressure test. The testing may consist of one of the following methods but shall always meet or exceed City’s testing requirements:

1. Manufacturer's pressure testing recommendations for the type of pipe being installed are followed. The City’s Representative shall be notified be present during the test for review of the test results for compliance. The pressure test shall be performed within twenty-four (24) hours. A copy of the test results shall be furnished to the City's Representative. If the pipe is not in compliance with specifications, the City may require it to be filled with flowable fill.
2. Product carrier pipes installed without a casing must meet pressure requirements set by the Owner. A copy of the test results shall be furnished to the City’s Representative. If the pipe is not in compliance with specifications the City may require it to be filled with flowable fill.

C. Locating and Tracking

The Contractor shall describe the method of locating and tracking the drill head during the pilot bore. The City recognizes walkover, wire line, and wire line with

surface grid verification, or any other system as approved by the OWNER, as the accepted methods of tracking directional bores. The locating and tracking system shall be capable of ensuring that the proposed installation is installed as intended. The locating and tracking system shall provide information on:

1. Clock and pitch information.
 2. Depth.
 3. Battery status.
 4. Position (x,y).
 5. Azimuth, where direct overhead readings (walkover) are not possible (i.e. subaqueous or limited access transportation facility.)
 6. Alignment readings or plot points shall be taken and recorded every five (5) feet.
 7. Before commencement of a directional drilling operation, proper calibration of the equipment (if required) shall be undertaken.
- B. All facilities shall be installed in such a way that their location can be readily determined by electronic designation after installation. For non-conductive installations this shall be accomplished by attachment of tracing wire, as per City of Carmel Technical Specifications.

4 QUALITY CONTROL

- A. A representative of the Contractor must be in control of the operation at all times. The representative must have a thorough knowledge of the equipment and the procedures to be performed and must be present at the job site during the installation.
- B. The City must be notified forty-eight (48) hours in advance of starting work. The installation shall not begin until the City's representative is present at the job site and agrees that proper preparations have been made.

5 TESTING AND CLEANUP

- A. Provide for testing and cleanup as soon as practicable, so these operations do not lag far behind pipe installation. Perform preliminary cleanup and grading operations immediately after backfilling.
- C. All surfaces shall be finish graded to original contours and ground cover.
- D. All surplus excavated material shall be disposed of off-site in a legal manner by the Contractor.

Method of Measurement

The actual number of linear feet of water main measured along the centerline of the pipe will be measured for payment under the water main item. No deduction will be made for laying lengths of MJ Harvey adaptors and water stops.

Basis of Payment

Water main will be paid for at the contract unit price per linear foot of HDPE SDR11 water main of the size specified, complete in place. All mj harvey adapters and water stops are to be included in the LFT cost of this pay item complete in place.

TS 6 WATER MAIN DUCTILE IRON, 20IN

Water mains and fittings will be paid for at the applicable Contract Unit Price per linear foot for the size and type of water mains, which price shall include the furnishing of all materials, labor, equipment, and appurtenances necessary to construct and test the water mains, complete and ready for service, as shown on the drawings, as specified, and as ordered by the Engineer. The work shall include all pipe, fittings, bends, all connections to existing main, excavation, installing and jointing of pipe, pipe bedding and initial backfill, removal and disposal of water, sheeting and shoring, disposal of excess excavated materials, dewatering, cutting and capping of existing mains, protection of existing structures and utilities, flushing of water mains, locator wire and utility marking tape, hydrostatic testing, disinfection, clean-up, and all other operations and appurtenances, including connection to existing fittings and valves.

These items will include the cost for the labor, materials and installation of the water main as shown on the plans. This includes the removal and disposal of existing asphalt within the trenching limits and all labor and materials required for directional boring. All repair of existing utilities damaged during construction is included under this item. All tees, elbows, fittings, common excavation, temporary pavement restoration etc. necessary to complete the installation of the water main as per the plans shall also be included within the cost of this item. In addition, this item shall include all work under this contract unless specifically included for payment under other items.

These Water Mains shall be ductile cast iron pressure pipe. The pipe shall conform to ANSI A-21.51 or AWWA C-151 and at a minimum shall be pressure class 350. Fittings for ductile cast iron pressure pipe shall be ductile cast iron and conform to ANSI A-21.10 or AWWA C-110 and shall have a thickness class of 53. Fittings for 4-inch to 12-inch may conform to ANSI A-21.3 or AWWA C-153.

All fittings shall be American made, and all new water mains shall be put in place with American made tracer wire and reflective warning tape. There must be access to the tracer wire at each valve box, with enough wire in the valve box to insure the proper connection to the locating equipment. All mechanical joints shall be made with American manufactured mechanical joint restraints including wedges.

All ductile iron water mains and fittings shall be wrapped in V-Bio Polyethylene encasement.

The cost of protection, repair and/or replacement of existing drainage structures, field tile, sanitary service laterals, and other miscellaneous items of construction shall be

included in the unit price per lineal foot of water main and no additional payment will be made for these items.

INSPECTION AND TESTS OF BURIED TAPES AND LOCATOR WIRES

Prior to burial, all tapes and locator wires shall be inspected for quality and the Contractor shall have a statement of compliance from the manufacturer acknowledging that the conditions set forth in Part 1, Section 1.2 of this specification have been met. Upon completion of the water main, the Contractor shall demonstrate that the wire is continuous and unbroken through the entire run of the pipe. Demonstration shall include full signal conductivity (including splices) when energizing for the entire run in the presence of the CWU or Engineer. If the wire is broken, the Contractor shall repair or replace it. Pipeline installation will not be accepted until the wire passes a continuity test. No direct payment shall be made for this work but the cost thereof shall be included in the cost per linear foot of pipe.

TRACER WIRE

High strength tracer wire that is Blue in color shall be a #10 AWG HS-CCS high strength copper clad steel conductor (HS-CCS), insulated with a 30 mil, high-density, high molecular weight polyethylene (HDPE) insulation, and rated for direct burial use at 30 volts. HS-CCS conductor must be a 21% conductivity for locating purposes, Break load 600# minimum. HDPE insulation shall be RoHS complaint and utilize virgin grade material. Insulation color shall meet the APWA color code standard for identification of buried utilities. Tracer wire shall be HS-CCS, HDPE 30 mil insulation and made in the USA. One wire for open cut installation, two wires for horizontal directional drilling installations. No direct payment shall be made for this work, but the cost thereof shall be included in the cost per linear foot of pipe.

IDENTIFICATION TAPE

Identification tape shall be manufactured of polyethylene with a minimum thickness of 4-mils and shall have a 1-mil thick metallic foil core. The tape shall be highly resistant to alkalis, acid and other destructive agents found in soil. Tape width shall be a minimum of 3 inches and a maximum of 6 inches and shall have the background color specified below, imprinted with black letters. Imprint shall be as specified below and shall repeat itself a minimum of once every 2 feet for entire length of the tape. No direct payment shall be made for this work, but the cost thereof shall be included in the costs of the other items of the contract.

Tape background colors and imprints shall be as follows:

<u>Imprint</u>	<u>Background Color</u>
“CAUTION - WATER LINE BURIED BELOW”	Blue

Method of Measurement

The actual number of linear feet of water mains measured along the centerline of the pipe will be measured for payment under the water main items. No deduction will be made for laying lengths of valves and fittings.

Basis of Payment

Water main will be paid for at the contract unit price per linear foot of ductile iron water main of the size specified, complete in place. All bends, reducers, sleeves, tees, bell restraints, etc. are to be included in the LFT cost of this pay item.

TS 7 COMPLETE HYDRANT ASSEMBLY

This item shall include all labor, material, equipment, and services necessary to install new 6" fire hydrants and accessories as shown on the drawings and meeting the specifications in the Utility Standard Details for the City of Carmel. Hydrant can be set off either a MJ Tee or an electrofusion tapping saddle. This item shall also include hydrant valves, valve boxes, piping, fittings, reducers, restraints, excavation, backfill, and pipe bedding, blocking from the water main to and including the fire hydrant, and the electrofusion tapping saddle if used.

Fire hydrants shall be manufactured by Mueller, (Safety Yellow, M.A.B. #0433291, Sherwin Williams #F75YP2). The hydrant valve and hydrant shall be Carmel Spec. Open Left. The hydrant pumper nozzle shall be of one-piece design, compatible with **5" Storz hose coupling**. The nozzle shall be an integral part of the fire hydrant and must be furnished by the manufacturer or authorized distributor designated by the manufacturer. Mueller model 290220 for casting and 290221 for cap. **STORZ ADAPTERS WILL NOT BE ACCEPTED.**

The base of the hydrant shall be set on a minimum of two 4" x 8" x 16" solid concrete block, or 6" x 8" x 16" poured base of class B concrete on undisturbed earth. The hydrant barrel shall be set plumb. One cubic yard of No. 8 stone shall be placed around the barrel of the hydrant between the end of the trench and the valve. The stone shall not be placed closer than 2' to the ground surface. Anchoring glands shall be used on the tee and the tee side of the valve. Restraining glands shall be used on all other fittings. All mechanical joints shall be made with Mega lugs. Hydrant grade shall be confirmed by the contractor prior to installation. Hydrant extensions will not be accepted or approved as a method to bring hydrant base to proper grade.

Method of Measurement

Each complete Hydrant installed.

Basis of Payment.

This item to include all Labor, hydrant valves, valve boxes, piping, fittings, reducers, restraints, excavation, backfill, and pipe bedding, blocking from the water main to and including the fire hydrant, and the electrofusion tapping saddle if used.

TS 8 CONNECTIONS 20 IN

This item is to complete the connection of the existing water main to the new water main.

Method of Measurement

Connection 20” is to be paid per each.

Basis of Payment

This item is to include all material, labor, equipment, backfill, coordination, thrust blocking, rodding, ect. The only item not to be paid for in this connection item are the valves. Valves are paid separately. This item will also include the cost to retire/cut and plug/cap the old water main per the owner’s standards of Carmel Water utility. The location of the retirement of the existing water main will be at the owner’s discretion. This also includes any backfill, temporary and permanent restoration.

TS 9 20 IN BUTTERFLY VALVE

These items shall include all labor, material, equipment, and services necessary to install new main line valves at the locations shown on the plans. Valves shall conform to AWWA C-500, AWWA C-509, or AWWA C-504. Valves shall be cast iron body, bronze mounted, AWWA C-500 double disc or AWWA C-509 resilient seat, gear operated non-rising stem type with mechanical joint ends. **MUELLER ONLY.** Approved valves shall be furnished with an O-ring seal incorporating two rubber O-ring seals. All valves shall be designed for 150 psi working pressure and shall be shop tested at 300 psi pressure, with the pressure held on the valve for at least one minute. All valves shall be designed to open in clockwise directions with an arrow indicating the direction for opening. **(Carmel Spec valves shall be open Left).** Valve Boxes shall be Union Tyler or East Jordan Iron Works, posi-caps (or Box Loks) to be used on all gate valves. Wrench nuts shall be 2” square. All iron parts shall be painted by the manufacturer with two coats of acceptable high grade bituminous paint. Valve boxes shall be cast iron three-piece screw type with cover marked “Water”. All valve stems shall be installed plumb and boxes clear of debris. Butterfly valves shall be used for sizes over 12 inch.

Method of Measurement

20 IN Butterfly valve is to be paid per each.

Basis of Payment

20 In Butterfly valve will be paid for at the contract unit price per each of valve installed of the size specified, complete in place. This item to include all labor, valve boxes, excavation, backfill, and pipe bedding, blocking from the water main are to be included in the EACH cost of this pay item

END OF TECHNICAL SPECIFICATIONS

EXHIBIT B

INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

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

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

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

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

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

Umbrella/Excess Liability

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



SPECIAL EVENT / FACILITY USE REQUEST

Request submission date: 05/08/2026

Department Review:

MAC: yes 05/08/2026

CFD: yes 05/08/2026

ENG: yes 05/08/2026

STREETS: yes, 05/08/2026

CPD: yes 05/11/2026

PARKS: yes 05/08/2026

Amendment : ADDING FOOD VENDORS

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

Community partnership event - Gazebo Concerts held every Wednesday night from 7-9 p.m. at Civic Square, Gazebo lawn..

Attach additional pages if needed-SEE BELOW

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

Yes No

Event Date Start *

5/27/2026

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 *

9/30/2026

Rain Date *

9/16/2026

If multiple dates, please list

May 27, June 3, 10, 17, 24 July 1, 8, 15, 22, 29 Aug 5, 12, 19, 26 Sept 2, 9
RainDates: Sept 16, 23, 30.

Set-Up time: *

3:00:00 PM

Tear Down (End) time: *

10:00:00 PM

Event Start time: *

7:00:00 PM

Event End time: *

9:00:00 PM

Rehearsal

No Yes

Number of People Expected: *

2,000

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 South side of Civic Sq. & Veterans Way by City Hall & Civic Sq
Include addresses as appropriate

Upload Map An easy to read, color map of the area is required with submission.
Street Closure Map.pdf 472.16KB

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 two portable (3 unit) toilet trailers

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
4

Standard Cones * Please note the number of Standard Cones needed
20? These may no longer be needed because of full closure

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?

1 Brewery - up to 4
 food service Wawa,
 Greeks Pizza, Taco
 Truck, Kona Ice truck

7. CONTACT INFORMATION:



Contact Person *

john Eaton

Email *

jweaton@mccombpella.com

Phone Number: *

3176941310

Cell Number:

3176941310

Name/Organization:

Carmel Fountain Square Committee

Address

Street Address

Address Line 2

PO Box 4155

City

State / Province / Region

Carmel

IN

Postal / Zip Code

Country

46082

USA

Organization Type: *

Non-Profit Organization

Residency

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

- Yes
- No

SECURITY DEPOSIT AND FEE:



A refundable Security Deposit in the amount of \$100 for any applicant located or residing *within* Carmel city limits or a non-refundable event fee in the amount of \$150 for any applicant located or residing *outside* of Carmel city limits must

be received prior to application review or processing.

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

DISCLAIMER:



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

Acknowledgement and Agreement

Mayor's Office

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

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

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

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

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

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

Carmel Fountain Square Committee
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

John Eaton President
Printed Name and Title (If applicable)

*

3176941310
Phone Number (Required)

PO Box 4155, Carmel, IN 46082
Address of Organization/Applicant

5/8/2026
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

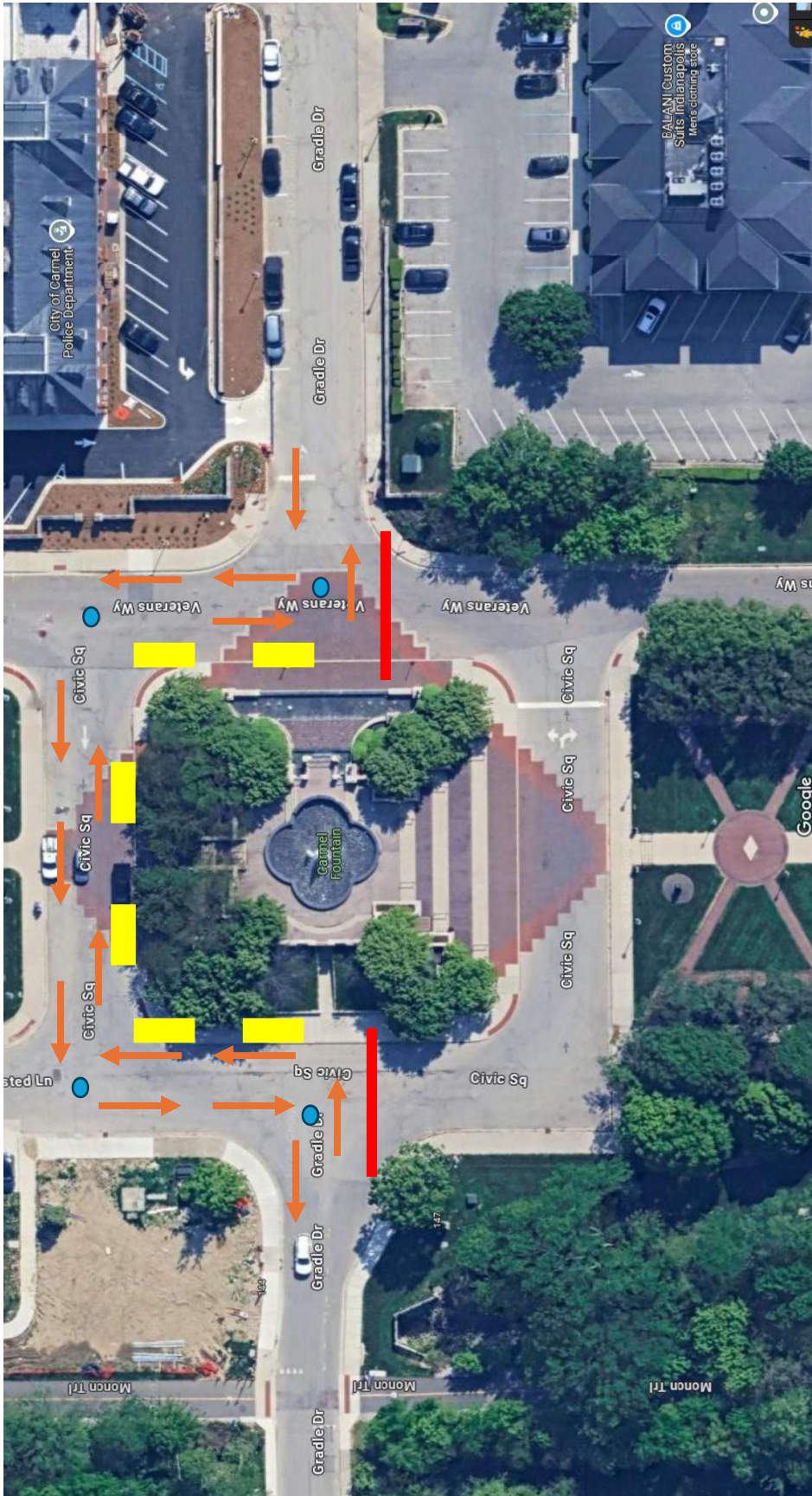
Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____



- Close down traffic to protect south end of the fountain and close at northwest corner of City Hall parking lot. Eliminates vehicle traffic surrounding gazebo events. Closure could begin as vehicles/barriers then mature to MVB barriers when they arrive.
- Allow two way traffic (temporary signage needed and/or four-way stop) around east, north, and west sides of fountain.
- Handicap parking around inside of fountain (Approximately 12-15 available spots).



SPECIAL EVENT / FACILITY USE REQUEST

Request submission date: 05/06/2026

Department Review:

MAC: yes, 05/06/2026

ENG: yes, 05/06/2026

CPD: yes, 05/06/2026

CFD: yes 05/06/2026

STREETS: yes 05/06/2026

PARKS: yes 05/06/2026

AMENDMENT TO SET UP TIME

Requesting closure at 8am

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

Civic Square Fountain Area

Monon & Main Plaza

Reflecting Pool

Civic Square Gazebo / Lawn

Midtown Plaza

Other

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

2. EVENT DETAILS

Event Purpose & Description:*

Provide a brief description of event

The purpose of EidFest is to showcase Muslim celebration of Eid around the worlds. Various community from different countries setup up their booth to showcase the artifacts, food and costumes from their culture.

Vendors and businesses are also available to present their business at the event.

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before?*

Yes No

Event Date Start*

5/30/2026

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*

5/30/2026

Rain Date*

6/6/2026

If multiple dates, please list

Set-Up time:*

8:00:00 AM

Tear Down (End) time:*

9:00:00 PM

Event Start time:*

4:00:00 PM

Event End time:*

8:00:00 PM

Rehearsal

No Yes

Number of People Expected:*

3,000

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 Veterans Way in the Fountain area and by the Mayor's Office.
Include addresses as appropriate

Upload Map An easy to read, color map of the area is required with submission.
Event Map EidFest 2026.jpg 101.89KB

Type of Closure:

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

Explain lane restrictions needed and other needed below:

Further Info for type of closure

3. SPECIAL REQUESTS:

Requests:

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

4. CITY SERVICES NEEDED: Mark all that apply

City Services Needed

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

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

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

Standard Cones * Please note the number of Standard Cones needed
10

Tall Skinny Cones * Please note the number of Tall Skinny Cones needed
15

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?

30

7. CONTACT INFORMATION:



Contact Person *

Ashhar Madni

Email *

ashharmadni@gmail.com

Phone Number: *

317441826

Cell Number:

Name/Organization:

Eidfest Inc.

Address

Street Address

13220 Regina Ct

Address Line 2

City

Carmel

Postal / Zip Code

46074

State / Province / Region

IN

Country

Organization Type: *

Non-Profit Organization

Residency

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

- Yes
- No

SECURITY DEPOSIT AND FEE:



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

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

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

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

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

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

City of Carmel
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Kenna Dishmond, Event Specialist
Printed Name and Title (If applicable)

*

3177719972
Phone Number (Required)

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

5/6/2026
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: _____

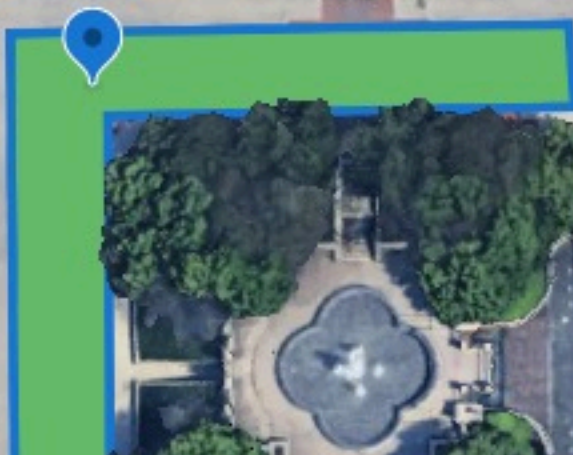
ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____

Food Area B

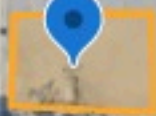


Food Area A



Country Booths

Bounce House

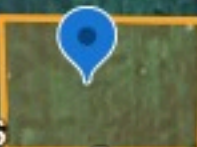


Activities

Vendors



200 Chairs



Performances



Country Booths





SPECIAL EVENT / FACILITY USE REQUEST

Mayor Request

Request submission date: 05/08/2026

Department Review:

MAC: yes 05/08/2026

CFD: yes 05/08/2026

ENG: yes 05/08/2026

STREETS: yes, 05/08/2026

CPD: yes 05/11/2026

PARKS: yes 05/08/2026

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

World Cup Kick off Party- Prior to the City of Carmel hosted Watch party

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

Yes No

Event Date Start *

6/12/2026

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 *

6/12/2026

Rain Date *

6/12/2026

If multiple dates, please list

Set-Up time: *

4:00:00 PM

Tear Down (End) time: *

11:00:00 PM

Event Start time: *

6:00:00PM

Event End time: *

10:00:00 PM

Rehearsal

No Yes

Number of People Expected: *

200

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

7835 Woodland Drive

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.

10x10 tents

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

- Bounce House
- N/A

- Other

Indy 11 and Renewal by Andersen

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*

Jesse Greene

Email*

inevents@windowsbyrba.com

Phone Number:*

3177951627

Cell Number:

Name/Organization:

Renewal by Andersen

Address

Street Address

7835 Woodland Drive

Address Line 2

City

Indianapolis

Postal / Zip Code

47278

State / Province / Region

Indiana

Country

United States

Organization Type:*

For-Profit Organization

Residency

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

- Yes
- No

SECURITY DEPOSIT AND FEE:



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

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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.

Renewal by Andersen
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Jesse Greene
Printed Name and Title (If applicable)

*

3177951627
Phone Number (Required)

Address of Organization/Applicant

5/8/2026
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

Information

Approved WEDDING on E PATIO for
 07/05/2026 -
 E Patio to be Cleared by 12pm on
 07/05

Request submission date: 05/05/2026

Department Review:

MAC: yes 05/08/2026

ENG: yes 05/08/2026

CPD:

CFD: yes 05/08/2026

STREETS: yes, 05/08/2026

PARKS: yes 05/08/2026

1. CITY FACILITY(S) REQUESTED:

Facility(s)

- Civic Square Fountain Area
- Monon & Main Plaza
- Reflecting Pool
- Civic Square Gazebo / Lawn
- Midtown Plaza
- Other
Carter Green and East Patio

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

2. EVENT DETAILS

Event Purpose & Description: *

Provide a brief description of event
 The greatest Festival of all time.
 Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

Yes No

Event Date Start *

7/2/2026

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 *

7/5/2026

Rain Date *

7/4/2026

If multiple dates, please list

Set-Up time: *

10:00:00 AM

Tear Down (End) time: *

10:00:00 AM

Event Start time: *

10:00:00 AM

Event End time: *

10:00:00 PM

Rehearsal

No Yes

Number of People Expected: *

50,000

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.

CarmelFest Parade Street Department Needs (1).docx	3.51MB
CarmelFest Road Closures Map - Festival Site (2).docx	4.89MB
Kids Zone Expansion.png	2.78MB
East Patio Request.png	3.32MB

- Type of Closure:**
- Rolling closure
 - Total closure
 - Lane restrictions - explain below
 - Other - explain below
 - N/A

Explain lane restrictions needed and other needed below:

Further Info for type of closure

3. SPECIAL REQUESTS:

- Requests:**
- Electricity
 - Fountain Restroom - Fountain/Gazebo
 - Reflecting Pool Restrooms
 - N/A
 - Other James Building Restrooms (Carter Green)

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 Barricades staggered on Monon to help reduce speed of bikers. Requesting that sprinklers be shut off on July 2nd, specifically at Carter Green, the Gazebo, and the south side of City Hall to assist with setup. Requesting that sprinklers be shut off on July 2nd, specifically at Carter Green, the Gazebo, and the south side of City Hall to assist with setup.

- 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
18

Crowd-Control Gates * Please note the number of Crowd-Control Gates needed
20

Standard Cones * Please note the number of Standard Cones needed
113

Tall Skinny Cones * Please note the number of Tall Skinny Cones needed
103

No Parking Signs * Please note the number of NO PARKING SIGNS needed
113

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?
200

7. CONTACT INFORMATION:



Contact Person * Stanley Lebron

Email * chairperson@carmelfest.net

Phone Number: * 3057803749

Cell Number:

Name/Organization:

Address

Street Address

Address Line 2

City

State / Province / Region

Postal / Zip Code

Country

Organization Type: * Non-Profit Organization

Residency

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

- Yes
- No

SECURITY DEPOSIT AND FEE:



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

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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.

Rotary Club of Carmel DBA CarmelFest
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Stanley Lebron
Printed Name and Title (If applicable)

*

3057803749
Phone Number (Required)

Address of Organization/Applicant

5/5/2026
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

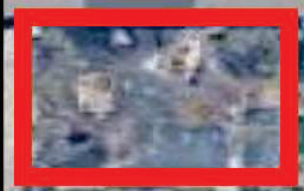
Special Conditions: _____

Homage to Hoagy

City Center Dr

Requesting use of the east patio to place a Ferris wheel. Bradley in the Engineering Department confirmed the patio can support the weight of the Ferris wheel.

4-star hotel



Allied Solutions Center for the Performing Arts



SweatHouz C
Contrast Therapy S
Public Restroom

Carter Green

Carter Green

3rd Ave SW

3rd Ave SW

Carter Green

Electron Charger



CarmelFest



Carter Green

Pedcor Homes Corporation

Bike Parking

Monon Grn Blvd

Monon Trl




City Center Dr

r Management
ation

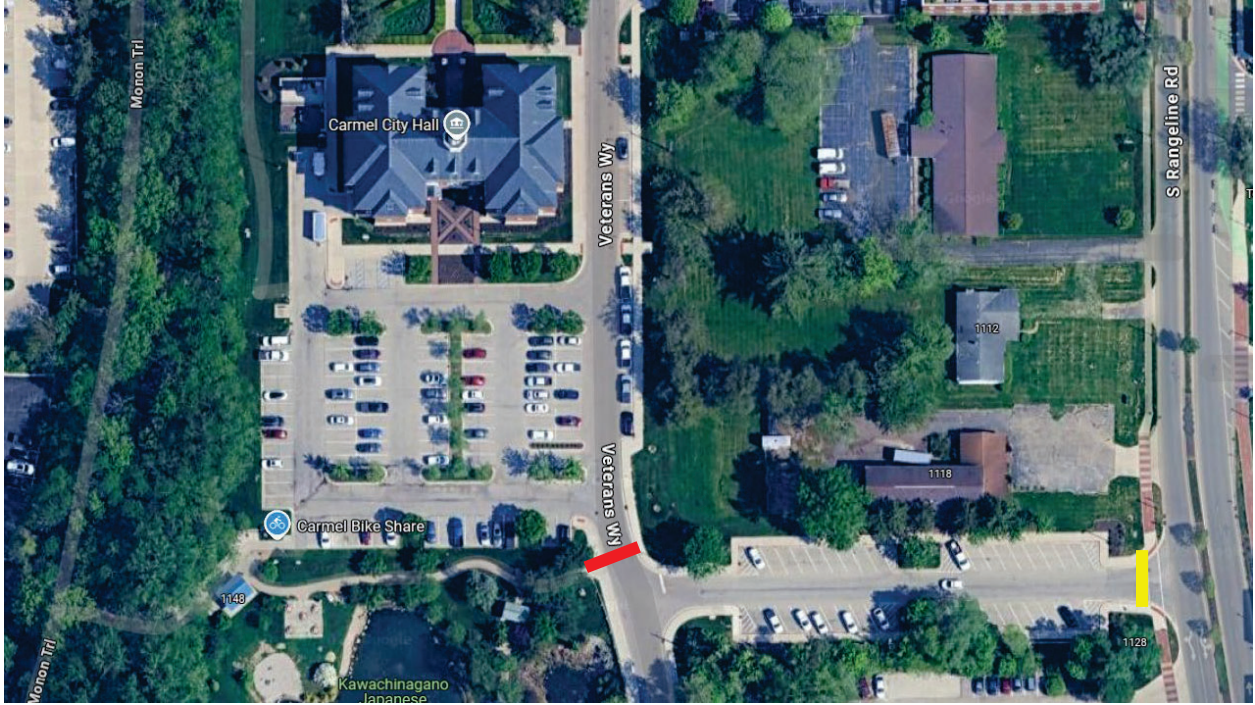


Kids Zone Expansion:
Requesting use of the
additional City Hall parking lot
outlined in the red rectangle.

CarmelFest Road Closures Festival Site

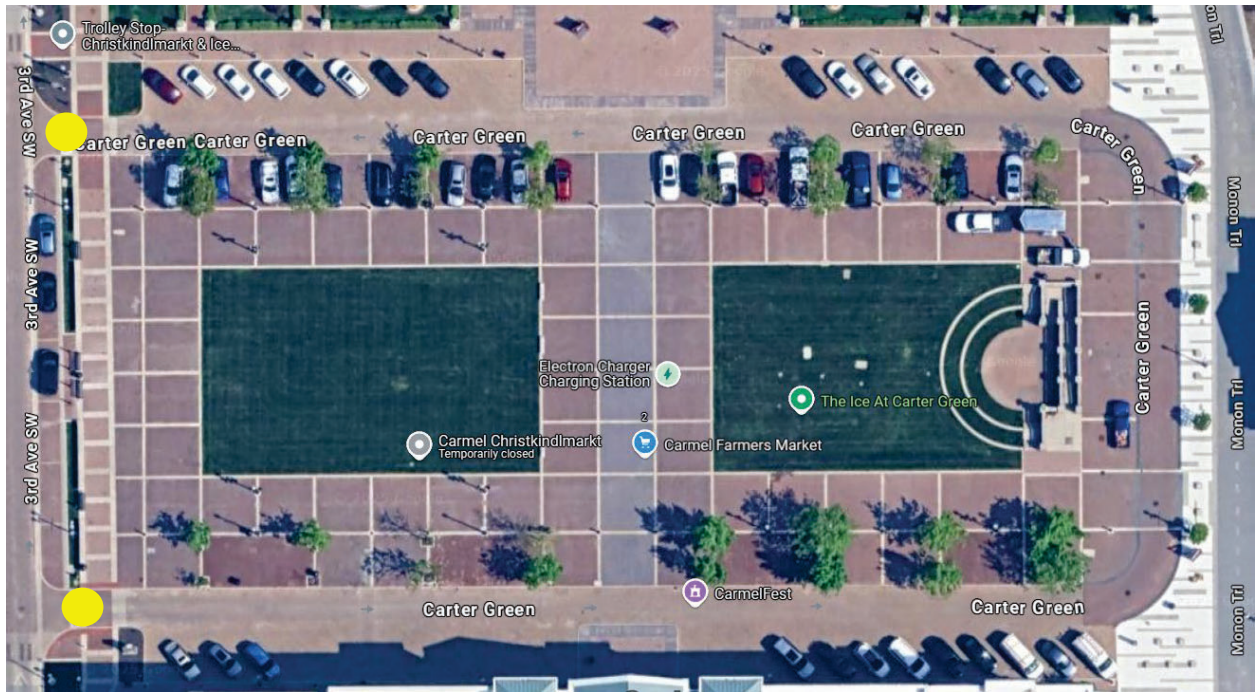
-  - Street department truck or Police car
-  - Jersey barricade
-  - Pop-up bollards at Carter Green

Civic Square:





Carter Green





SPECIAL EVENT / FACILITY USE REQUEST

04/22/2026

yes 05/04/2026	yes 05/04/2026
yes, 05/06/2026	yes, 05/05/2026
yes 05/04/2026	yes 05/04/2026

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

<input type="checkbox"/> Civic Square Fountain Area	<input type="checkbox"/> Civic Square Gazebo / Lawn
<input type="checkbox"/> Monon & Main Plaza	<input checked="" type="checkbox"/> Midtown Plaza
<input type="checkbox"/> Reflecting Pool	<input type="checkbox"/> Other <input type="text"/>

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

2. EVENT DETAILS

Event Purpose & Description: *

Provide a brief description of event

Hello! We are JETSET Pilates, opening studios in Carmel and Fishers. JETSET Pilates is a 50-minute high-intensity, low-impact full-body workout on our custom JETSET reformers. Our event would be a part of our summer engagement series, JETSET on the mat! This would be a 45-minute, Pilates-inspired mat class, intended to both introduce the community to the JETSET brand prior to our opening and partner with local businesses.

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

Yes No

Event Date Start *

7/11/2026

Event Date End *

7/11/2026

If multiple dates, please list

Set-Up time: *

7:00:00 AM

Tear Down time: *

11:00:00 AM

End Time

Event Start time: *

9 00 00 AM

Event End time: *

11 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.

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

Mandy Witt - Sunny and Social Events, owner (Shelby Tibbles) and GM (Brooke Cohen - cell phone provided) of JETSET

Name of Merchants(s) doing the setup

3129659260

Phone Number of Merchant(s) doing set up

6. VENDORS:



Vendors

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

Vendors Present*

Approximately how many vendors will be present?
4

7. CONTACT INFORMATION:



Contact Person*

Brooke Cohen

Email*

brooke.cohen@jetsetpilates.com

Phone Number:*

[REDACTED]

Cell Number:

[REDACTED]

Name/Organization:

JETSET Pilates

Address

Street Address

Address Line 2

City

State / Province / Region

Postal / Zip Code

Country

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.

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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.

JETSET Pilates / Brooke Cohen
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Brooke Cohen, General Manager
Printed Name and Title (If applicable)

*

3129659260
Phone Number (Required)


Address of Organization/Applicant

4/22/2026
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: 04/28/2026

Department Review:

MAC: yes 05/04/2026

ENG: yes, 05/06/2026

CPD: yes 05/04/2026

CFD: yes 05/04/2026

STREETS: yes, 05/05/2026

PARKS: yes 05/04/2026

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

Civic Square Fountain Area

Civic Square Gazebo / Lawn

Monon & Main Plaza

Midtown Plaza

Reflecting Pool

Other 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

The Waterwood of Carmel's Annual Neighborhood Block Party. The neighborhood association will be hosting a neighborhood block party open to all neighbors and their guests. Last year our event brought out ~50/60 people, we hope to have a similar turnout this year. Our event will have food catered from a restaurant, water and non alcoholic beverages provided, cornhole games and music played from tailgating speakers. The event will have bag chairs and fold up tables setup.

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

Yes No

Event Date Start *

7/14/2026

Event Date End *

7/14/2026

Rain Date *

7/14/2026

If multiple dates, please list

Set-Up time: *

5:00:00 PM

Tear Down (End) time: *

8:30:00 PM

Event Start time: *

6:00:00 PM

Event End time: *

8:00:00 PM

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

Waterwood of Carmel

Blackstone Court

Include addresses as appropriate

Upload Map

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

BlockPartyMap.pdf

262.08KB

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

At most, we anticipate temporary restrictions to the 4 houses within the cul-de-sac located on the south of the map in the circled section. The setup will mostly be in front of our wooded area directly on the south side of the cul-de-sac. All neighbors within the event area will be notified by email once the date and application is approved.

3. SPECIAL REQUESTS:**Requests:**

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

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

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

Cones*

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

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

Standard Cones*

Please note the number of Standard Cones needed

4

5. EVENT SET UP:

- Stage

Size of Stage

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

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

Bounce House

N/A

Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

6. VENDORS:

Vendors

Vendors Present

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

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

N/A

7. CONTACT INFORMATION:

Contact Person * Mariam Lanthron

Email * waterwoodhoasocial@gmail.com

Phone Number: *

Cell Number:

Name/Organization: Waterwood of Carmel HOA Board

Address

Street Address

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.

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

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Acknowledgement and Agreement

Mayor's Office

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

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

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

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

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

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

Waterwood of Carmel HOA Board
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Mariam Lanthron - Board Member
Printed Name and Title (If applicable)

*



Phone Number (Required)

Address of Organization/Applicant

4/28/2026

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

Information

CPD:
 Added Extra Patrol Based on Crowd Size
 POLICE NEEDED INSIDE CITY HALL FOR
 City Hall lobby and second floor
 chambers for historical displays and
 photo ops

Request submission date: 04/02/2026

Department Review:
 MAC: yes, 04/16/2026
 ENG: **NO RESPONSE**
 CPD: yes, 04/14/2026

CFD: yes 04/16/2026
 STREETS: yes 04/16/2026
 PARKS: yes 04/16/2026

1. CITY FACILITY(S) REQUESTED:

Facility(s)

- Civic Square Fountain Area
- Monon & Main Plaza
- Reflecting Pool
- Civic Square Gazebo / Lawn
- Midtown Plaza
- Other City Hall lobby and second floor chambers for historical displays and photo ops

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

2. EVENT DETAILS

Event Purpose & Description: *

Provide a brief description of event

Rotary Club of Carmel is creating an event for Friday Sept 18th from 5 - 10 p.m. in celebration of the City of Carmel's 50 year anniversary of becoming city. Because this event includes a tent setup, we are requesting access to the lawn of City Hall from Thursday to Monday as the tent companies do not do weekend setup/pickup. This event will include bands at the Gazebo, a tented VIP experience and historical displays and photo ops in City Hall. Food and drink will be included with a focus on elements of an Ice Cream Social.

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

Yes No

Event Date Start *

09/17/2026

Event Date End *

09/21/2026

If multiple dates, please list

Tent Set up will be required on Thursday 09/17 The event will be Friday 09/18, and tear down of the tent will be Monday, 09/21

Set-Up time: *

8:00:00 AM

Tear Down time: *

2:00:00 PM

End Time

Event Start time: *

5:00:00 PM

Event End time: *

10:00:00 PM

Rehearsal

No Yes

Number of People Expected: *

2,000

Fees?

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

Yes No

Fees (cont'd)

Purpose of fee

There will be a fee to participate in the VIP experience in the tent, which will have elevated seating, food and drink. Any proceeds will go to the Carmel Rotary to be donated to a local charity focused on food insecurity.

2. STREET(S) REQUESTED:



Neighborhood Veterans Way on the east side of City Hall up to Gradle Drive.
Name/Streets to be closed Gradle Drive on the south side of the fountain.
Include addresses as appropriate

Upload Map An easy to read, color map of the area is required with submission.
google map of civic square with details of event.jpg 530.48KB

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 We want the same configuration as the Wednesday Gazebo Concerts where the road closure includes Veterans Way from the City Hall parking lot north to Gradle Drive's south edge. Gradle Drive closed on the south side of the fountain up to the south edge of Gradle Drive on the west side of the fountain. This way, two way traffic is possible on the north side of the fountain at Civic Square minimizing the negative impact to traffic.

3. SPECIAL REQUESTS:



Requests:

- Electricity
- Fountain Restroom - Fountain/Gazebo
- Reflecting Pool Restrooms
- N/A
- Other City Hall lobby and second floor chambers for historical displays and photo ops

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 Trash Cans - the plastic red kind used at Gazebo concerts

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
6 - enough to close off
three access points

Crowd-Control Gates*

Please note the number of Crowd-Control Gates needed
10 - may need more
once we finetune
event footprint based
on vendor participation

No Parking Signs*

Please note the number of NO PARKING SIGNS needed
20

5. EVENT SET UP:



Stage

Using Gazebo for 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.

Two 20x20 tents on the lawn of City Hall
between center and eastside sidewalks
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?
estimate 10 or less

7. CONTACT INFORMATION:



Contact Person*

Nancy Heck

Email*

Phone Number:*

Cell Number:

Name/Organization:

Rotary Club of Carmel

Address

Street Address



Address Line 2

City

Carmel

Postal / Zip Code

46082

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

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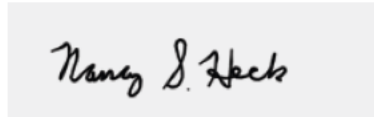
I hereby certify that I, and the organization I represent, if applicable, agree to be bound by the City's Special Event/Facility Use Policy and by any addition conditions or restrictions placed upon my/our use of a City facility by the Board. I understand that the Board has the right to deny, alter or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

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

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

Nancy Heck - Rotary Club of Carmel
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Nancy Heck
Printed Name and Title (If applicable)

*

[Redacted]
Phone Number (Required)

[Redacted]
Address of Organization/Applicant

4/2/2026
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

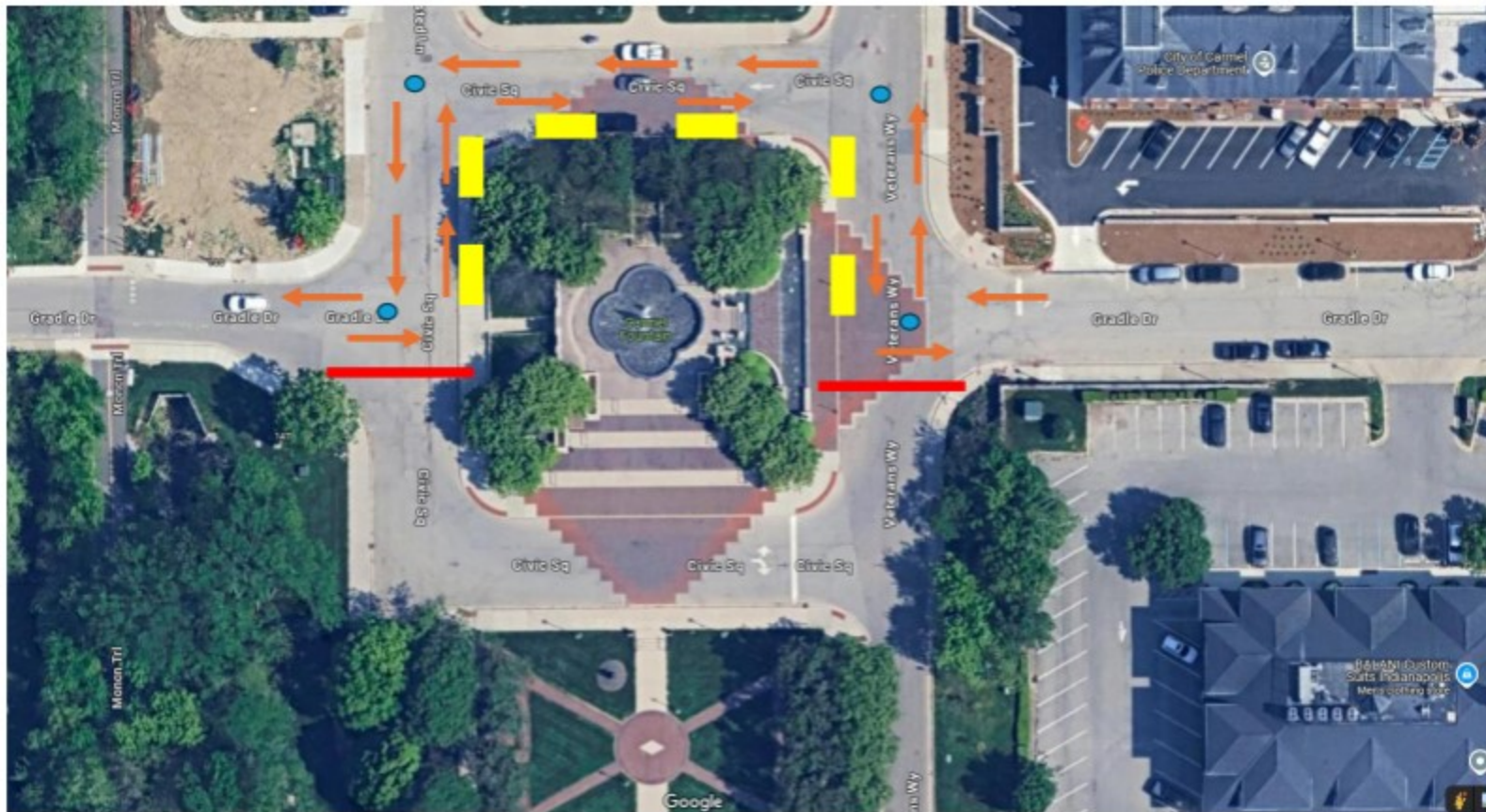
Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____



- Close down traffic to protect south end of the fountain and close at northwest corner of City Hall parking lot. Eliminates vehicle traffic surrounding gazebo events. Closure could begin as vehicles/barriers then mature to MVB barriers when they arrive.
- Allow two way traffic (temporary signage needed and/or four-way stop) around east, north, and west sides of fountain.
- Handicap parking around inside of fountain (Approximately 12-15 available spots).



SPECIAL EVENT / FACILITY USE REQUEST

Request submission date: 03/20/206

Department Review:

MAC: yes 04/03/2026

ENG: yes 04/27/2026

CPD: yes 04/03/2026

CFD: yes 3/31/2026

STREETS: yes 04/01/2026

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 &

Provide a brief description of event

Description: *

Carmel Chinese Mooncake Festival is a 14-year-old annual community event in partnership with the City of Carmel.

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

Yes No

Event Date Start *

9/19/2026

Event Date End *

9/19/2026

If multiple dates, please list

Set-Up time: *

2:00:00 PM

Tear Down time: *

10:30:00 PM

End Time

Event Start time: *

6:30:00 PM

Event End time: *

8:30:00 PM

Rehearsal

No Yes

Number of People Expected: *

3,000

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

Elm Street Between Monon Blvd North and Veteran's Way

Close Monon Blvd North between Elm Street to Monon Blvd north parking lot north of Sun King,

Include addresses as appropriate

Upload Map

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

Mooncake Festival Map.png

1.71MB

- Type of Closure:**
- Rolling closure
 - Total closure
 - Lane restrictions - explain below
 - Other - explain below
 - N/A

Explain lane restrictions needed and other needed below:

Further Info for type of closure

3. SPECIAL REQUESTS:

- Requests:**
- Electricity
 - Fountain Restroom - Fountain/Gazebo
 - Reflecting Pool Restrooms
 - N/A
 - Other

4. CITY SERVICES NEEDED: Mark all that apply

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

Cones *

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

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

Barricades *

Please note the number of Barricades needed

25

No Parking Signs *

Please note the number of NO PARKING SIGNS needed

10

5. EVENT SET UP:

- Stage

28 x 24 foot

Size of Stage

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

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

- Bounce House
- N/A
- Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

6. VENDORS:

Vendors

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

Vendors Present*

Approximately how many vendors will be present?

10

7. CONTACT INFORMATION:

Contact Person*

Peter Kirkwood

Email*

[REDACTED]

Phone Number:*

[REDACTED]

Cell Number:

[REDACTED]

Name/Organization: City of Carmel Chinese Mooncake Festival Committee

Address

Street Address

[REDACTED]

Address Line 2

City

Fishers

Postal / Zip Code

46037

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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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 Chinese Mooncake Festival
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Peter Kirkwood
Printed Name and Title (If applicable)

*



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:

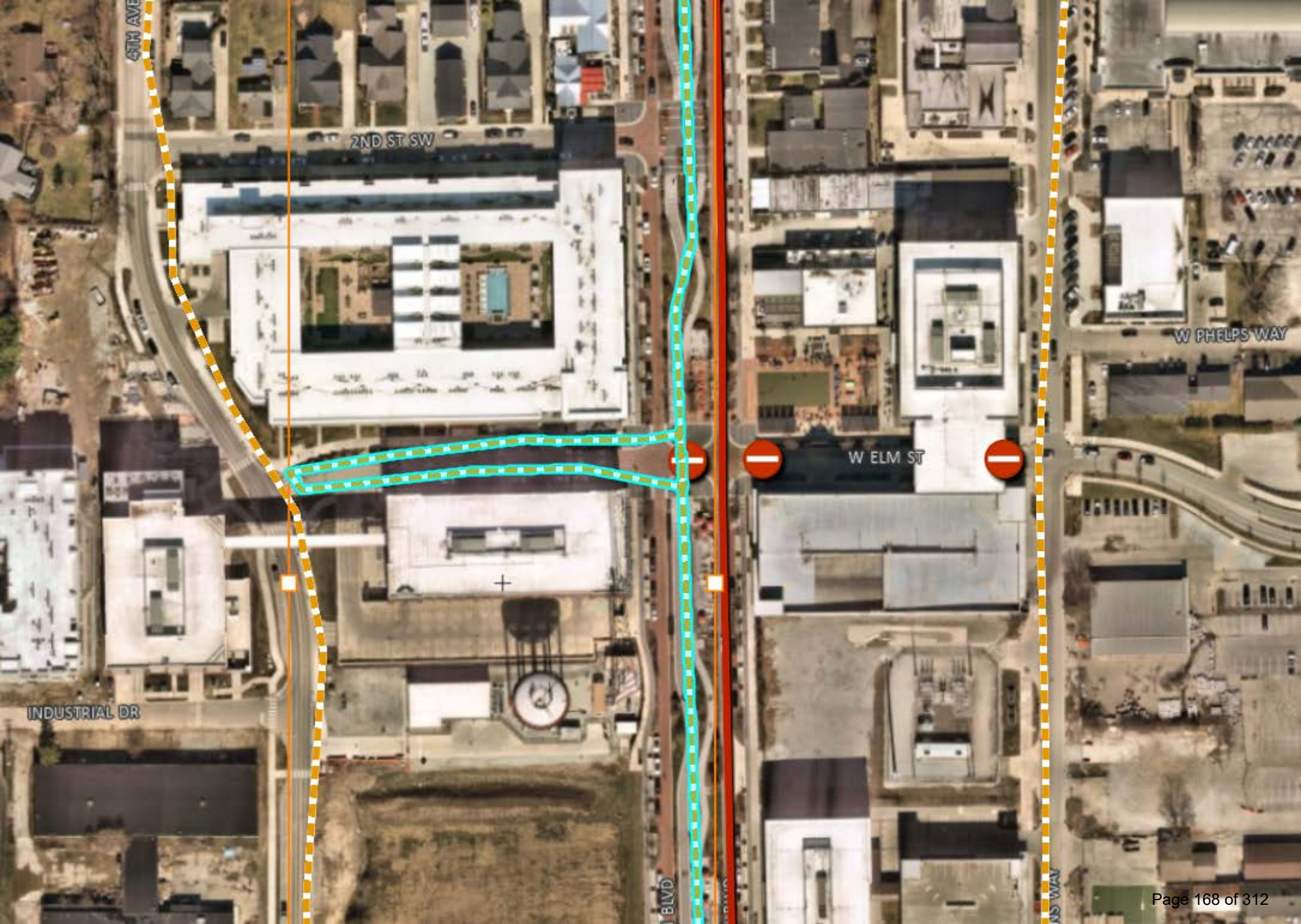
Jacob Quinn, City Clerk

Date

Special Conditions: _____







4TH AVE

2ND ST SW

INDUSTRIAL DR

W ELM ST

W PHELPS WAY

WNS WAY



CARTER GREEN SPECIAL EVENT / FACILITY USE REQUEST FORM

Allied solutions has show at 7pm with a
6:30 pm doors opening

04/23/2026

yes 05/04/2026
yes, 05/06/2026
yes 05/04/2026

yes 05/04/2026
yes, 05/05/2026
yes 05/04/2026

Information

1. CITY FACILITY REQUESTED:

Mark all that apply

FACILITY*

- CARTER GREEN (area between Center for the Performing Arts & James Building)
- ALLIED SOLUTIONS CENTER FOR THE PERFORMING ARTS EAST PATIO (on the Campus of the Center for the Performing Arts)

2. EVENT DETAILS:

Event Purpose & Description:

Provide a brief description of event

We are looking to have a small wedding ceremony with a total of 17 guests. We plan on renting chairs that will be set up shortly before the ceremony, and removed immediately following. There will also be a stand alone arch the couple will bring.

Attach additional pages if needed-SEE BELOW

Event Date Start*

9/27/2026

Event Date End*

9/27/2026

If multiple dates,
please list

Set-Up time*

2:30:00 PM

Tear Down End time*

6:00:00 PM

Event Start time:*

4:00:00 PM

Event End time:*

6:00:00 PM

Rehearsal*

No Yes

Number of People Expected:*

17

Fees?

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

YES NO

3. 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

4. SPECIAL REQUESTS:

Mark all that apply

- REQUESTS:**
- ELECTRICITY
 - JAMES BUILDING RESTROOMS (CARTER GREEN) *Extra fees apply
 - N/A
 - Other

5. 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

EVENT SET UP:



Mark all that apply

- 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:

VENDORS:

Mark all that apply

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 Public Use Policy.
- N/A

6. CONTACT INFORMATION:



Contact Person Laura Overfield

Email [REDACTED]

Phone Number: [REDACTED]

Cell Number:

Name/Organization: Fleurish Event Design

Address

Street Address

[REDACTED]

Address Line 2

City

Carmel

Postal / Zip Code

46032

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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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.**

Laura Overfield
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Laura Overfield
Printed Name and Title (If applicable)

*

██████████
Phone Number (Required)

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____

1114 E Greyhound Pass, Carmel IN 46032
Address of Organization/Applicant

4/23/2026
Date

GO TO THE CITY OF CARMEL USE ONLY TAB AND CLICK ON 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

CARTER GREEN SPECIAL EVENT / FACILITY USE REQUEST FORM

Request submission date: 05/01/2026

Department Review:

MAC: yes 05/04/2026

ENG: yes, 05/06/2026

CPD: yes 05/04/2026

CFD: yes 05/04/2026

STREETS: yes, 05/05/2026

PARKS: yes 05/04/2026

Information

1. CITY FACILITY REQUESTED:

Mark all that apply

FACILITY *

- CARTER GREEN (area between Center for the Performing Arts & James Building)**
- ALLIED SOLUTIONS CENTER FOR THE PERFORMING ARTS EAST PATIO (on the Campus of the Center for the Performing Arts)**

2. EVENT DETAILS:

Event Purpose & Description:

Provide a brief description of event

The Carmel Christkindlmarkt is a seasonal German Christmas Market that takes place at the Carter Green in Carmel. The appx. 6 week event features unique and authentic German products, food, and live entertainment.

Market will be set up by the Carmel Street Dept beginning after the Carmel Farmers Market concludes for the season.

Electrical hookups will be handled by Carmel Utilities and/or the City's Communications team. The 'horseshoe drive' around Carter Green will be coned off once setup begins, and closer to the Market's opening in mid November, more 'permanent' barriers will be put up: either bollards or concrete barriers if bollards are not working.

When 'permanent' barriers are placed, emergency access to the Carter Green will be from the east side of the Monon via Bank Street.

Parking on 3rd Ave at Carter Green will be coned off and reserved for Market related parking.

Attach additional pages if needed-SEE BELOW

Event Date Start *

9/28/2026

Event Date End *

12/31/2026

If multiple dates, please list

The event itself is November 19, 2026 (Wundernacht) through Christmas Eve (December 24, 2026). The above listed dates encompass the proposed dates that setup will begin and when teardown can begin.

NOTE: Presumably setup for Diwali Festival will coincide with Carmel Christkindlmarkt setup as the same space and many of the same structures will be used. It could be argued that Carmel Christkindlmarkt setup will not begin until October 12, 2026.

The festival will have a private kick-off event on November 19, 2026. The Grand Opening to the public will be on November 21, 2026; opening ceremony is slated to begin at 11:30am. The Market will conclude on Christmas Eve (12/24) at 4pm.

General hours:

Open Wednesdays and Thursdays (4pm to 9pm), Fridays and Saturdays (12pm to 9pm), and Sundays (12pm to 8pm). Select Mondays and Tuesdays will host private events.

Special Hours:

Open Wednesday, November 25 from 12pm to 9pm.

Open Monday, December 21, Tuesday, December 22 from 12pm to 9pm,

Wednesday, December 23 from 12pm-9pm.

Open Thursday, December 24 from 12pm to 4pm.

Set-Up time *

8:00:00 AM

Tear Down End time* 10:00:00 PM

Event Start time:* 4:00:00 PM

Event End time:* 4:00:00 PM

Rehearsal* No Yes

Number of People Expected:* 315,000

Fees? Will a Fee be charged for this event? If yes, please describe below.
 YES NO

3. STREET(S) REQUESTED:



Neighborhood Name/Streets to be closed Southbound traffic on 3rd Avenue along Carter Green: from City Center Drive through American Drive (the loop surrounding the Kent).
Carter Green 'horseshoe' road that goes past the Tarkington/James Building, around the amphitheater along the Monon, and then across the Palladium. Parking spots on 3rd Avenue will be reserved for Market parking (mix of emergency services & EMTs, sponsored 'display' on the east side of the street, support vehicles for the Market (i.e. Mainscape trucks), and occasionally dedicated parking for our entertainers and bands.
Will utilize a parking space 'behind'/due east of the restrooms connected to the Carmichael Hotel (see attached).
Include addresses as appropriate

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

Christkindlmarkt Footprint - BPW Request 2026.pdf 562.51KB

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

4. SPECIAL REQUESTS:

Mark all that apply

REQUESTS: ELECTRICITY
 JAMES BUILDING RESTROOMS (CARTER GREEN) *Extra fees apply
 N/A
 Other Will occasionally need access to cross the Monon so vehicles can access the Market.

5. 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

Barricades to be determined and placed by CPD to prevent vehicle entry into market.

EVENT SET UP:

Mark all that apply



Stage

32' wide x 8' deep for front 2/3 of stage; 16' wide x 4' deep for rear 1/3 of 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:

VENDORS:

Mark all that apply

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 Public Use Policy.**
- N/A**

Vendors Present*

Approximately how many vendors will be present?

27

6. CONTACT INFORMATION:



Contact Person Michael Nahmias
Email michael@carmelchristkindlmarkt.com
Phone Number: 8125930374
Cell Number: 8125930374
Name/Organization: Carmel Christkindlmarkt, Inc.

Address Street Address
PO Box 22
Address Line 2
City State / Province / Region
Carmel IN
Postal / Zip Code Country
46082 USA

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

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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.**

Carmel Christkindlmarkt, Inc.
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Michael Nahmias, VP of Operations
Printed Name and Title (If applicable)

*

8125930374
Phone Number (Required)

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potashnik, Member

Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____

Address of Organization/Applicant

Date

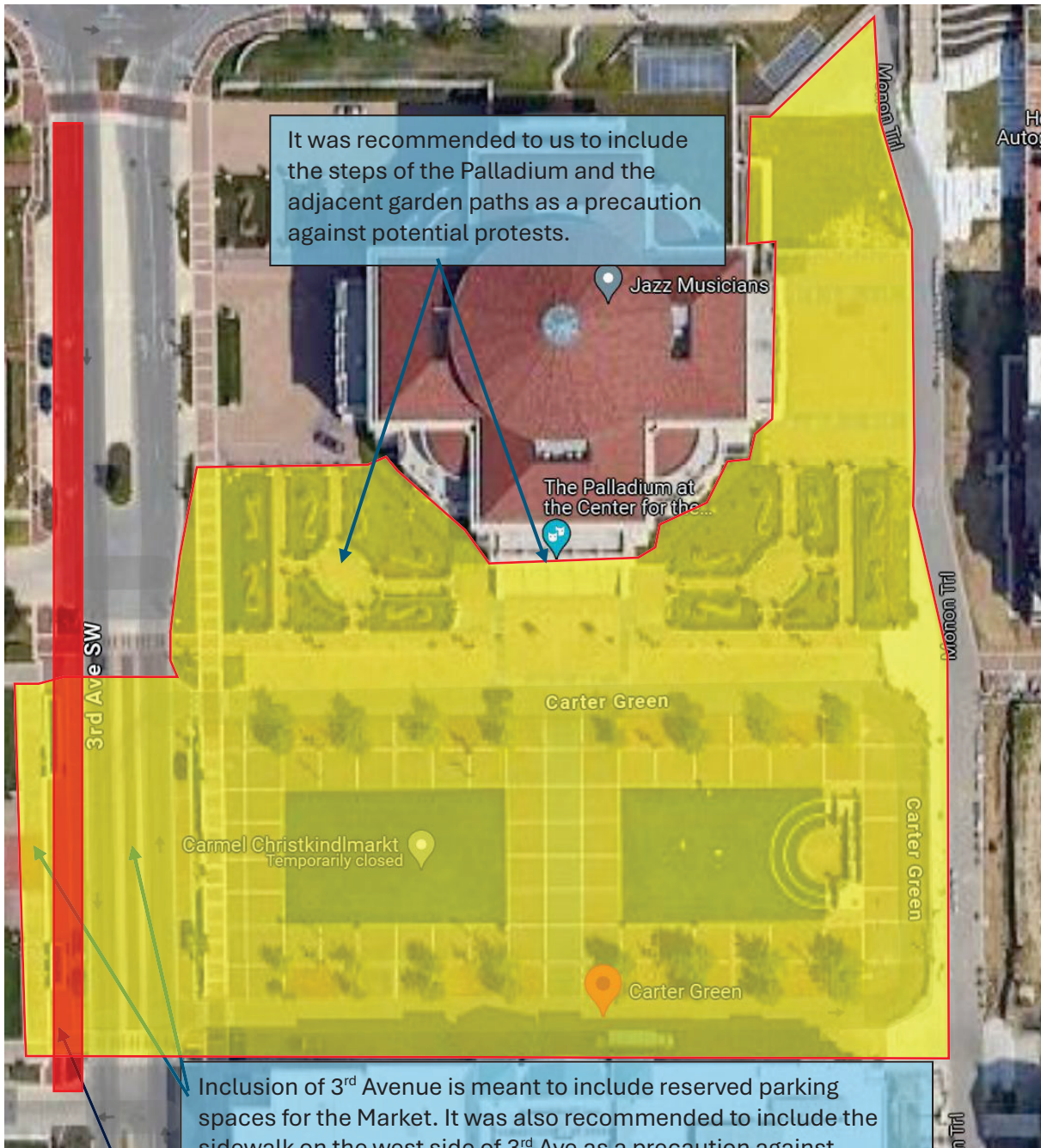
GO TO THE CITY OF CARMEL USE ONLY TAB AND CLICK ON SUBMIT

City of Carmel Use Only

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

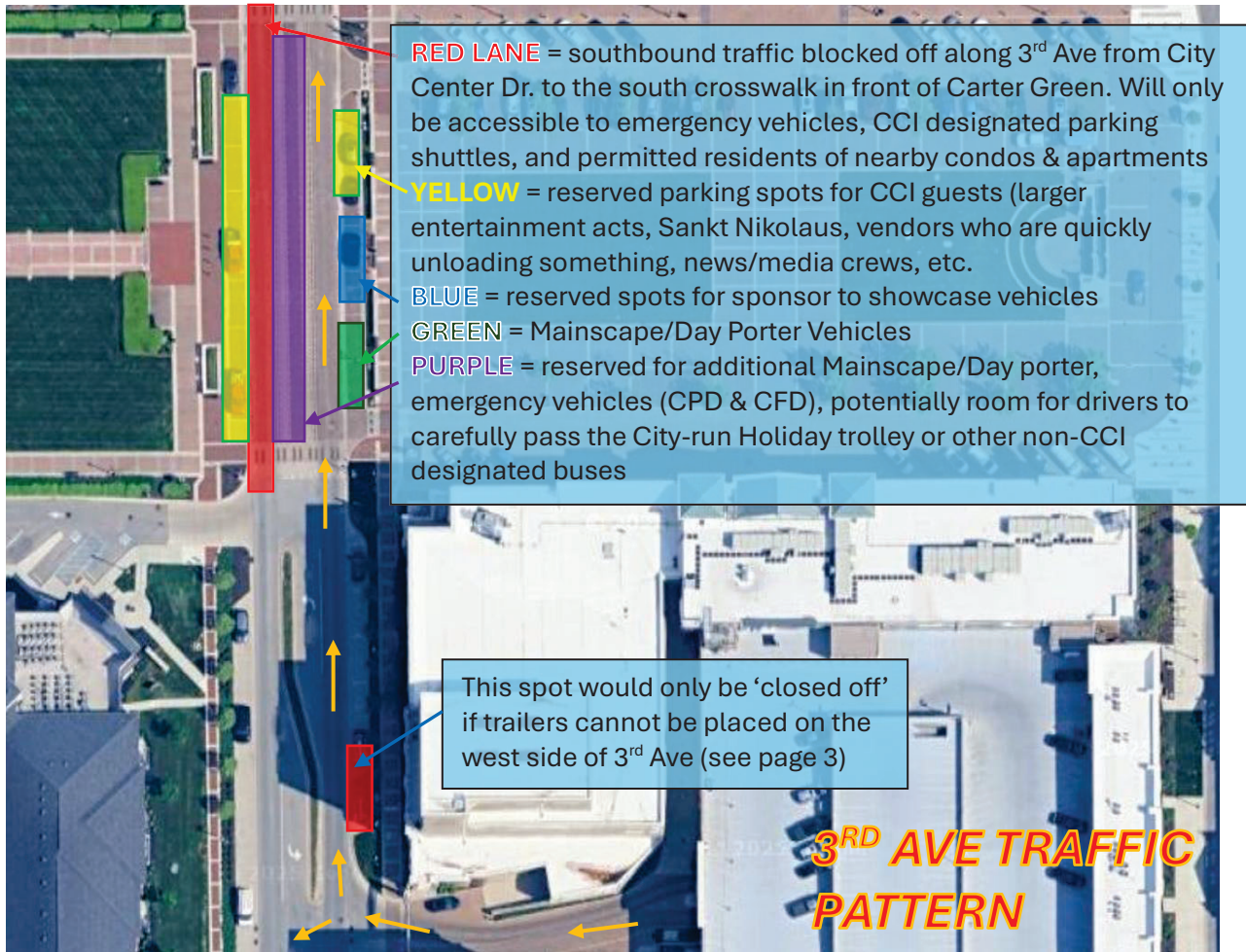
By and Through its Board of Public Works and Safety



It was recommended to us to include the steps of the Palladium and the adjacent garden paths as a precaution against potential protests.

Inclusion of 3rd Avenue is meant to include reserved parking spaces for the Market. It was also recommended to include the sidewalk on the west side of 3rd Ave as a precaution against potential protests. Parking spaces will not be utilized every day of the Market, and will be available to the public most of the time. Middle lane of 3rd Ave will be utilized for Emergency vehicles while Market is in session. (additional parking details on page 2)

Southbound traffic on 3rd Avenue to be closed to thru traffic during Market hours.



Traffic exiting Center Garage can turn left or right onto 3rd Ave





To increase bandwidth, CCI supports the addition of a temporary cell tower for the duration of the market. Preferred spot for CCI and Verizon is behind/du east of the CRC owned restrooms next to the Carmichael Hotel.

***POTENTIAL TEMPORARY
CELL TOWER PLACEMENT***



SPECIAL EVENT / FACILITY USE REQUEST

Request submission date: 05/01/2026

Department Review:

MAC: yes 05/04/2026

ENG: yes, 05/06/2026

CPD: yes 05/04/2026

CFD: yes 05/04/2026

STREETS: yes, 05/06/2026

PARKS: yes 05/04/2026

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

Civic Square Fountain Area

Monon & Main Plaza

Reflecting Pool

Civic Square Gazebo / Lawn

Midtown Plaza

Other

Clay Terrace/HGIT Clay Terrace Blvd LLC (southbound Clay Terrace Blvd driving lane from Sweetgreen to Orvis)

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

2. EVENT DETAILS

Event Purpose & Description: *

Provide a brief description of event

14th Annual Boo 'n Brew Fall Festival. Free, community event with mall wide trick-or-treating, 2 band performances, beer garden, pumpkin patch, booth vendors, face painters, hayrides, and other fall entertainment. Activities and booth vendors will setup on the southbound Clay Terrace Blvd driving lane, transforming this lane into a walkable area.

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

Yes No

Event Date Start *

10/17/2026

Event Date End *

10/17/2026

Rain Date *

10/17/2026

If multiple dates, please list

Set-Up time: *

7:00:00 AM

Tear Down (End) time: *

9:00:00 PM

Event Start time: *

2:00:00 PM

Event End time: *

6:00:00 PM

Rehearsal

No Yes

Number of People Expected: *

8,500

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 Clay Terrace Boulevard (southbound driving lane from Sweetgreen to Orvis)
Include addresses as appropriate

Upload Map An easy to read, color map of the area is required with submission.
Clay Terrace Boo _n Brew Street Closure Map 2026.pdf 284.97KB

- 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 We will barricade the southbound driving lane at each roundabout (between Sweetgreen and Orvis). We will use our own barricades and signage to reroute southbound traffic to the east or west behind our buildings (private owned property owned by Clay Terrace/HGIT Clay Terrace Blvd LLC) to continue the flow of southbound traffic onto Clay Terrace Blvd/Rangeline.

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?
20

7. CONTACT INFORMATION:



Contact Person *

Christine Foulke, Marketing Director

Email *

christine.foulke@hines.com

Phone Number: *

3178180725

Cell Number:

3173068225

Name/Organization:

Clay Terrace/HGIT Clay Terrace Blvd LLC

Address

Street Address

14390 Clay Terrace Boulevard

Address Line 2

Suite 165

City

State / Province / Region

Carmel

IN

Postal / Zip Code

Country

46032

USA

Organization Type: *

For-Profit Organization

Residency

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

- Yes
- No

SECURITY DEPOSIT AND FEE:



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Acknowledgement and Agreement

Mayor's Office

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HGIT Clay Terrace Blvd LLC
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Christine Foulke, Marketing Director
Printed Name and Title (If applicable)

*

3173068225
Phone Number (Required)

14390 Clay Terrace Blvd, Suite 165, Carmel, IN 46032
Address of Organization/Applicant

4/30/2026
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: _____

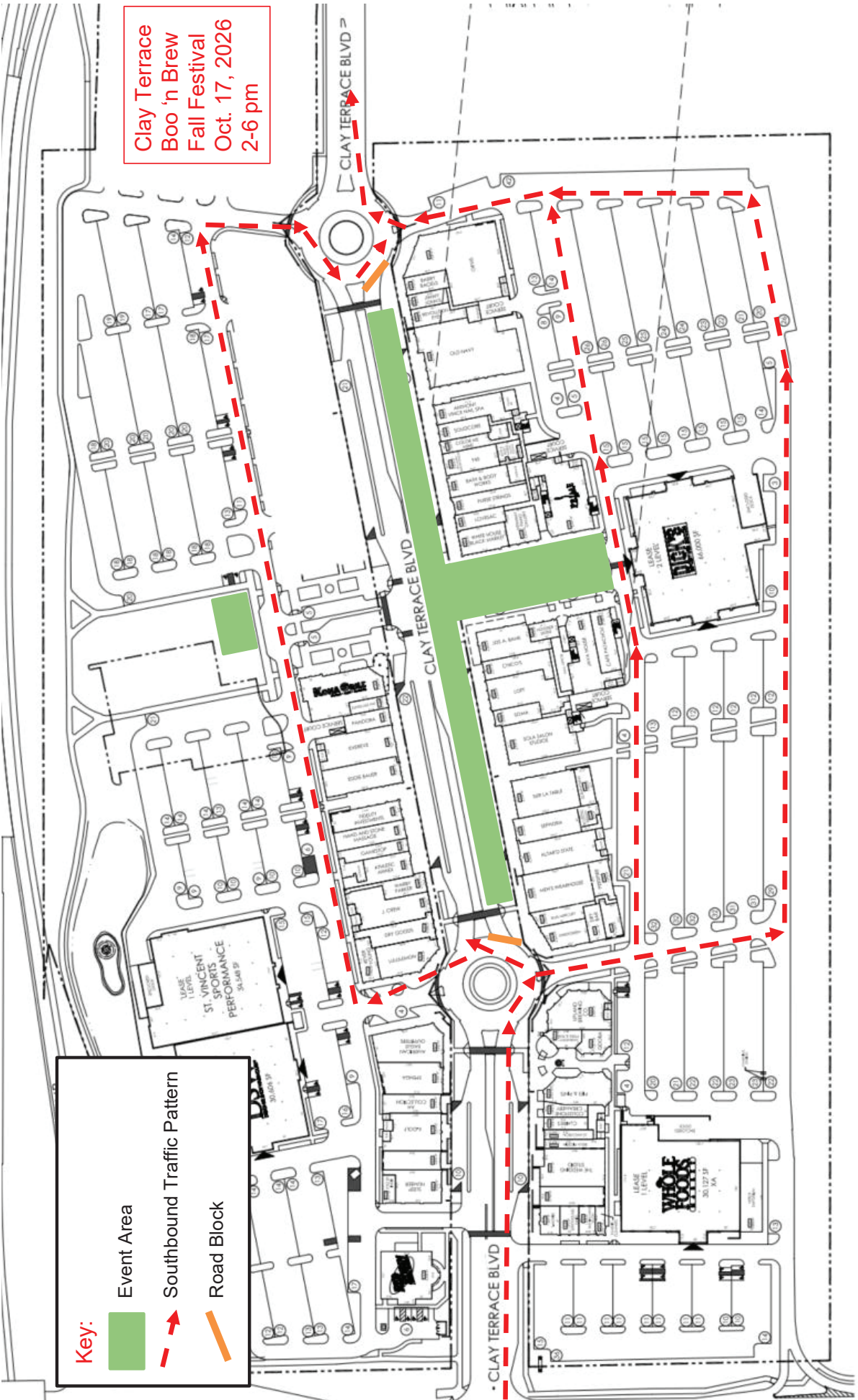
ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____

Clay Terrace
 Boo 'n Brew
 Fall Festival
 Oct. 17, 2026
 2-6 pm



Key:

- Event Area
- Southbound Traffic Pattern
- Road Block

W 146TH STREET

W 146TH STREET



SPECIAL EVENT / FACILITY USE REQUEST

Request submission date: 04/14/2026

Department Review:

MAC: yes 05/04/2026

CFD: yes 05/04/2026

ENG: yes, 05/06/2026

STREETS: yes, 05/06/2026

CPD: yes 05/04/2026

PARKS: yes 05/04/2026

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

- Civic Square Fountain Area
- Civic Square Gazebo / Lawn
- Monon & Main Plaza
- Midtown Plaza
- Reflecting Pool
- Other

Carter green

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

2. EVENT DETAILS

Event Purpose & Description: *

Provide a brief description of event

15th Annual Bolt for the Heart Thanksgiving 5k family walk/run

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

Yes No

Event Date Start *

11/26/2026

Event Date End *

11/26/2026

If multiple dates, please list

Set-Up time: *

6:00:00 AM

Tear Down time: *

12:00:00 PM

End Time

Event Start time: *

9:00:00 AM

Event End time: *

11:00:00 AM

Rehearsal

No Yes

Rehearsal Date:

Rehearsal Start:

Rehearsal Start Time:

Rehearsal End:

Rehearsal End Time:

Number of People Expected: *

3,000

Fees?

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

Yes No

Fees (cont'd)

Purpose of fee

Registration for race- buy AEDs for donation

2. STREET(S) REQUESTED:

Neighborhood Name/Streets to be closed Carmel PD support as in the past
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)
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- Trash Trailer (\$150 fee may be applied for use)
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- 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 * Pierre Twer

Email * pierre@boltfortheheart.com

Phone Number: * [REDACTED]

Cell Number: [REDACTED]

Name/Organization: Bolt for the Heart

Address Street Address

[REDACTED]

Address Line 2

City

Carmel

Postal / Zip Code

46033

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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Pierre M Twer
Name of Organization/Applicant


*




Signature of Authorized Agent/Applicant

Pierre Michael Twer
Printed Name and Title (If applicable)

*


Phone Number (Required)


Carmel, IN 46033
Address of Organization/Applicant

4/14/2026
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

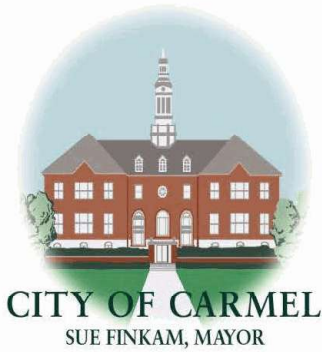
Date

Special Conditions: _____

COURSE MAP

Hard Beach
BOLT
for the Heart





5/5/2026

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

Re: Consent to Encroach (stamped patio) at 12475 Carmel Gdn

Dear Board Members:

A Consent to Encroach document signed by Brito, Eduardo & Nelida Rubio h&w, owners of the property with the common address 12475 Carmel Gdn , 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 05/20/2026 BPW meeting.

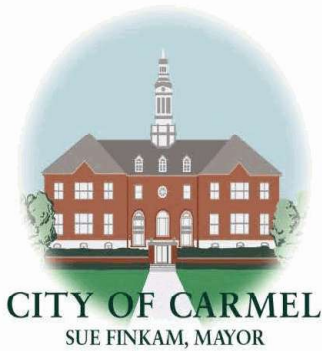
The Department of Engineering has reviewed and approved the encroachment document. Upon approval and signature by the Board Members the document will be recorded with the Hamilton County Recorder's Office.

Sincerely,

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

Bradley Pease, PE
City Engineer

ATTACHMENT: CONSENT TO ENCROACH DOCUMENT



5/5/2026

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

Re: Request for Variance (stamped patio) at 12475 Carmel Gdn

Dear Board Members:

Brito, Eduardo & Nelida Rubio h&w, owner of the property with the common address 12475 Carmel Gdn, have requested a variance from the Carmel City Code Section 6-227(a)(4) for the installation of a stamped patio 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 2:49 pm, May 05, 2025

THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Brito, Eduardo & Nelida Rubio h&w, 12475 Carmel Gdn, Carmel, Hamilton County, Indiana 46032, (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 18 ("Lot") in CARMEL STATION, section 3, 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 742, Instrument Number 9649687 in the Office of the Hamilton County Recorder on 11/24/1996, as CARMEL STATION, section 3 (the "Plat"); and

WHEREAS, the current Owner wishes to install a stamped patio 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 easement , identified as "20' D.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

Eduardo Brito
 Printed Name
[Signature]
 Signature
 Date: 4 May 2026

PROPERTY OWNER

NA
 Printed Name
NA
 Signature
 Date: NA

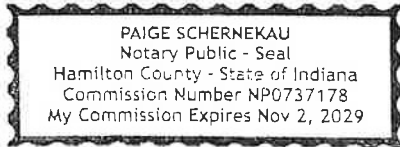
STATE OF INDIANA)
) SS:
 COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared Eduardo Brito 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 4 day of May, 2026

My Commission Expires:

11/02/2029



[Signature]
 NOTARY PUBLIC

paige schernekau
 Printed Name

My County of Residence: Hamilton

CERTIFICATION OF DEATH RECORD

CITY OF HIGHLAND PARK HIGHLAND PARK, ILLINOIS MEDICAL CERTIFICATE OF DEATH

STATE FILE NUMBER 2025 0086828

DATE ISSUED 10/22/2025

DECEDENT'S LEGAL NAME NELIDA RUBIO BAUZA				SEX FEMALE	DATE OF DEATH OCTOBER 19, 2025																						
COUNTY OF DEATH LAKE		AGE AT LAST BIRTHDAY 61 YEARS	DATE OF BIRTH NOVEMBER 12, 1963																								
CITY OR TOWN HIGHLAND PARK			HOSPITAL OR OTHER INSTITUTION NAME 536 PLEASANT AVENUE																								
PLACE OF DEATH DECEDENT'S HOME																											
BIRTHPLACE ARECIBO, PR	SOCIAL SECURITY NUMBER 582-51-9015	STATUS AT TIME OF DEATH MARRIED	SURVIVING SPOUSE/CIVIL UNION PARTNER'S MAIDEN NAME EDUARDO BRITO	EVER IN U.S. ARMED FORCES? NO																							
RESIDENCE 536 PLEASANT AVENUE		APT. NO.	CITY OR TOWN HIGHLAND PARK	INSIDE CITY LIMITS? YES																							
COUNTY LAKE	STATE IL	ZIP CODE 60035	FATHER/CO-PARENT'S NAME PRIOR TO FIRST MARRIAGE/CIVIL UNION BOLIVAR RUBIO	MOTHER/CO-PARENT'S NAME PRIOR TO FIRST MARRIAGE/CIVIL UNION JENNY BAUZA																							
INFORMANT'S NAME EDUARDO BRITO		RELATIONSHIP HUSBAND	MAILING ADDRESS 536 PLEASANT AVENUE, HIGHLAND PARK, IL, 60035																								
METHOD OF DISPOSITION CREMATION		PLACE OF DISPOSITION K & S CREMATORY	LOCATION - CITY OR TOWN AND STATE HIGHLAND PARK, IL	DATE OF DISPOSITION OCTOBER 22, 2025																							
FUNERAL HOME KELLEY & SPALDING FUNERAL HOME, 1787 DEERFIELD ROAD, HIGHLAND PARK, IL, 60035																											
FUNERAL DIRECTOR'S NAME JAMES SPALDING			FUNERAL DIRECTOR'S ILLINOIS LICENSE NUMBER 034014301																								
LOCAL REGISTRAR'S NAME GHIDA S NEUKIRCH			DATE FILED WITH LOCAL REGISTRAR OCTOBER 21, 2025																								
<table border="0" style="width: 100%;"> <tr> <td style="width: 15%;">CAUSE OF DEATH</td> <td style="width: 15%;">PART I. MALIGNANT NEOPLASM OF THE PANCREAS</td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> <tr> <td>IMMEDIATE CAUSE (Final disease or condition resulting in death)</td> <td>a. _____ Due to (or as a consequence of):</td> <td></td> <td></td> <td></td> <td rowspan="3" style="text-align: center; vertical-align: middle;">APPROXIMATE INTERVAL BETWEEN ONSET AND DEATH</td> </tr> <tr> <td></td> <td>b. _____ Due to (or as a consequence of):</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>c. _____ Due to (or as a consequence of):</td> <td></td> <td></td> <td></td> </tr> </table>						CAUSE OF DEATH	PART I. MALIGNANT NEOPLASM OF THE PANCREAS					IMMEDIATE CAUSE (Final disease or condition resulting in death)	a. _____ Due to (or as a consequence of):				APPROXIMATE INTERVAL BETWEEN ONSET AND DEATH		b. _____ Due to (or as a consequence of):					c. _____ Due to (or as a consequence of):			
CAUSE OF DEATH	PART I. MALIGNANT NEOPLASM OF THE PANCREAS																										
IMMEDIATE CAUSE (Final disease or condition resulting in death)	a. _____ Due to (or as a consequence of):				APPROXIMATE INTERVAL BETWEEN ONSET AND DEATH																						
	b. _____ Due to (or as a consequence of):																										
	c. _____ Due to (or as a consequence of):																										
PART II. Enter other significant conditions contributing to death but not resulting in the underlying cause given in PART I.				WAS AN AUTOPSY PERFORMED? NO																							
				WERE AUTOPSY FINDINGS USED TO COMPLETE CAUSE OF DEATH? N/A																							
FEMALE PREGNANCY STATUS NOT PREGNANT WITHIN LAST YEAR				MANNER OF DEATH NATURAL																							
DATE OF INJURY	TIME OF INJURY	PLACE OF INJURY		INJURY AT WORK?																							
LOCATION OF INJURY																											
DESCRIBE HOW INJURY OCCURRED:				IF TRANSPORTATION INJURY, SPECIFY:																							
ATTEND THE DECEASED? NO	DATE LAST SEEN ALIVE UNKNOWN	WAS MEDICAL EXAMINER OR CORONER CONTACTED? YES	DATE PRONOUNCED	TIME OF DEATH 09:09 AM																							
CERTIFIER PHYSICIAN				DATE CERTIFIED OCTOBER 21, 2025																							
NAME, ADDRESS AND ZIP CODE OF PERSON COMPLETING CAUSE OF DEATH THEODOROPOULAS, BOZENA MD, 405 NORTH LAKE ZURICH ROAD, BARRINGTON, ILLINOIS, 60010				PHYSICIAN'S LICENSE NUMBER 036098347																							

This is to certify that this is a true and correct copy from the official death record filed with the Illinois Department of Public Health.

Ghida S. Neukirch

Ghida S. Neukirch,
City of Highland Park, Local Registrar



ANY ALTERATION OR FRAUDULENCE VOIDS THIS CERTIFICATE

"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

Exhibit A

I, the undersigned, a registered land surveyor in the State of Indiana, hereby certify that the within plat represents a survey and subdivision prepared under my supervision of the following described real estate located in the North Half of Section 36, Township 18 North, Range 3 East in Clay Township, Hamilton County, Indiana, and being a part of BLOCK 14 of CARMEL SCIENCE AND TECHNOLOGY PARK, subdivision in Hamilton County, Indiana, the Conditional Secondary Plat of which is recorded as Instrument Number 8626558 on pages 65 through 71 of Plat Book 13 in the Office of the Recorder of Hamilton County, Indiana:

BEGINNING at the Northernmost corner of BLOCK 14 of CARMEL SCIENCE AND TECHNOLOGY PARK, a subdivision in Hamilton County, Indiana, the Conditional Secondary Plat of which is recorded as Instrument Number 8626558 on pages 65 through 71 of Plat Book 13 in the Office of the Recorder of Hamilton County, Indiana, said corner being located at the intersection of the East line of the Northwest Quarter of Section 36, Township 18 North, Range 3 East and the Southeasterly right-of-way line of Adams Street as said street is laid out and dedicated in the aforesaid CARMEL SCIENCE AND TECHNOLOGY PARK; thence South 44 degrees 05 minutes 00 seconds West (assumed bearing) on the Northerly line of said BLOCK 14 and on the right-of-way line of said Adams Street, a distance of 955.81 feet to the point of curvature of a curve to the left, the radius point of which lies 20.00 feet South 45 degrees 55 minutes 00 seconds East from said point of curvature; thence Southwesterly, curving to the left on said curve, an arc distance of 31.42 feet to the point of tangency of said curve on the Northeasterly right-of-way line of Adams Street as said street is laid out and dedicated per the aforesaid plat of CARMEL SCIENCE AND TECHNOLOGY PARK; thence South 45 degrees 55 minutes 00 seconds East on the Westerly line of said BLOCK 14 and on the right-of-way line of Clark Street, a distance of 385.00 feet to the Westernmost corner of LOT #70 in CARMEL STATION, SECTION ONE, a subdivision of a part of said BLOCK 14, the Secondary Plat of said CARMEL STATION, SECTION ONE is recorded as Instrument Number 9561316 on Slide No. 635 in Plat Cabinet No. 1 in said Recorder's Office; (the following nine courses are on the Northerly boundary line of said CARMEL STATION, SECTION ONE) 1.) thence North 44 degrees 05 minutes 00 seconds East 100.00 feet; 2.) thence North 45 degrees 55 minutes 00 seconds West 20.00 feet; 3.) thence North 44 degrees 05 minutes 00 seconds East 125.00 feet; 4.) thence South 45 degrees 55 minutes 00 seconds East 80.00 feet; 5.) thence South 44 degrees 05 minutes 00 seconds West 46.31 feet; 6.) thence South 45 degrees 55 minutes 00 seconds East 40.00 feet; 7.) thence North 44 degrees 05 minutes 00 seconds East 100.00 feet; 8.) thence South 79 degrees 48 minutes 46 seconds East 30.53 feet; 9.) thence North 89 degrees 28 minutes 40 seconds East 100.00 feet to the East line of said BLOCK 14; thence North 00 degrees 31 minutes 20 seconds West on the East line of said BLOCK 14, a distance of 856.62 feet to the place of beginning, containing 8.023 acres, more or less.

Subject to all legal easements and rights-of-way.

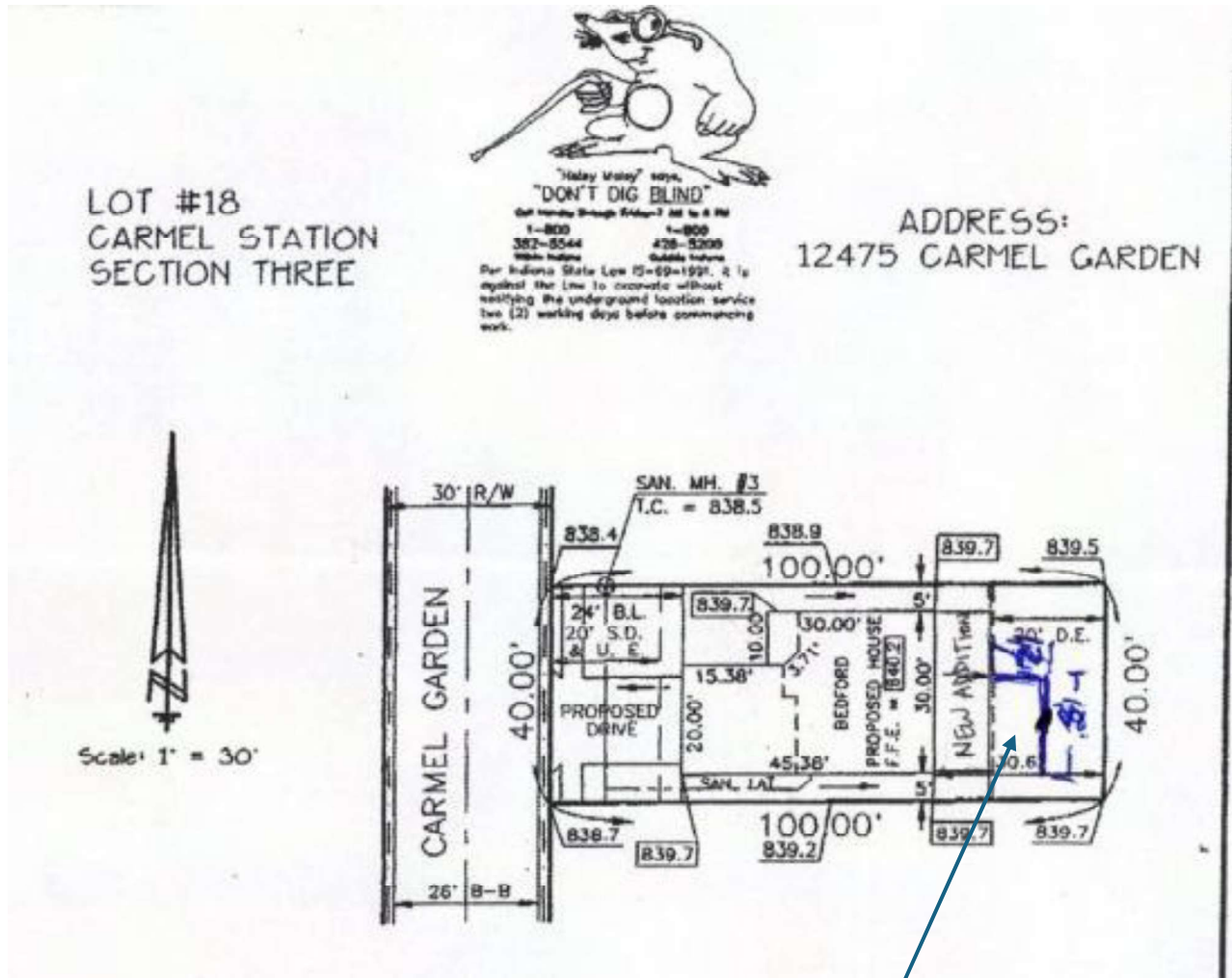
This subdivision consists of 65 LOTS, numbered 1 through 19, 71 through 99, and 102 through 118, together with PRIVATE STREETS and four Common Areas designated BLOCK F, BLOCK G, BLOCK H, and BLOCK I, all as shown on the within plat. The size of the Lots, Blocks, and the width of the Private Streets is shown in figures denoting feet and decimal parts thereof.

Witness my signature this 2nd day of July 1996.

Allan H. Weihe
Allan H. Weihe, Reg. L.S. - Indiana #10398



Exhibit B



Encroachment
Area (12'x18')



5/8/2026

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

Re: Consent to Encroach (Pool and pool deck) at 973 Deer Lake Dr

Dear Board Members:

A Consent to Encroach document signed by Wang, Yang & Zaiyan Wei jtrs, owners of the property with the common address 973 Deer Lake Dr , 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 05/20/2026 BPW meeting.

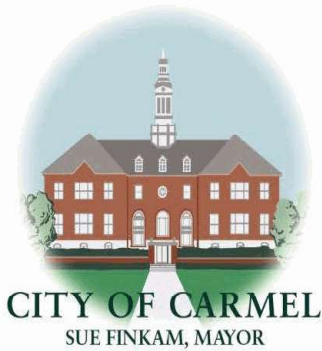
The Department of Engineering has reviewed and approved the encroachment document. Upon approval and signature by the Board Members the document will be recorded with the Hamilton County Recorder's Office.

Sincerely,

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

Bradley Pease, PE
City Engineer

ATTACHMENT: CONSENT TO ENCROACH DOCUMENT



5/8/2026

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

Re: Request for Variance (Pool and pool deck) at 973 Deer Lake Dr

Dear Board Members:

Wang, Yang & Zaiyan Wei jtrs, owner of the property with the common address 973 Deer Lake Dr, have requested a variance from the Carmel City Code Section 6-227(a)(4) for the installation of a Pool and pool deck 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 4:40 pm, May 07, 2026

THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Wang, Yang & Zaiyan Weijters, 973 Deer Lake Dr, Carmel, Hamilton County, Indiana 46032, (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 28 ("Lot") in BUCKHORN ESTATES, section , 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 2 SLIDE 435, Instrument Number 2000-24961 in the Office of the Hamilton County Recorder on 05/23/2000, as BUCKHORN ESTATES, section (the "Plat"); and

WHEREAS, the current Owner wishes to install a Pool and pool deck 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 and utility easement , identified as "30' DUE" 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

Yang Wang

Zaiyan Wei

Printed Name

Printed Name

[Signature]

[Signature]

Signature

Signature

Date: 05/07/2026

Date: 05/07/2026

STATE OF INDIANA)
) SS:
 COUNTY OF Hamilton)

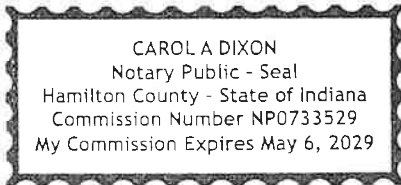
Before me, a Notary Public in and for said County and State, personally appeared Yang Wang and Zaiyan Wei by me known, and who acknowledged the execution of the foregoing "CONSENT TO ENCROACH" as his or her voluntary act and deed.
 Witness my hand and Notarial Seal this 7 day of March, 2026

My Commission Expires:

Carla Dixon
 NOTARY PUBLIC

05/06/2029

Carol A Dixon
 Printed Name



My County of Residence: Hamilton

"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

Exhibit A

I, the undersigned, a registered land surveyor in the State of Indiana, hereby certify that the within plat represents a survey and subdivision thereof prepared under my direction of part of the Northeast Quarter of the Southwest Quarter of Section 22, Township 18 North, Range 3 East, in Clay Township, Hamilton County, Indiana, being more particularly described as follows:

Cross ref: # 200000094960

Beginning at the Northeast corner of said Quarter Quarter Section; thence South 90 degrees 00 minutes 00 seconds West (assumed bearing) along the North line thereof 1312.54 feet to the Northwest corner of said Quarter Quarter Section; thence South 00 degrees 56 minutes 39 seconds West along the West line thereof 1317.17 feet to the Southwest corner of said Quarter Quarter Section; thence South 89 degrees 54 minutes 45 seconds East along the South line thereof 1314.10 feet to the Southeast corner of said Quarter Quarter Section; thence North 00 degrees 52 minutes 30 seconds East along the East line thereof 1319.15 feet to the place of beginning, containing 39.737 acres, more or less.

Subject to the right-of-way for 141st Street off the entire North side of the above described tract.

Subject to all legal easements and rights-of-way.

This subdivision consists of fifty seven lots, numbered 1 through 57, together with streets and Block A, all as shown on the within plat. The size of the lots, block, and the width of the street rights-of-way are shown in figures denoting feet and decimal parts thereof.

Witness my signature this 19TH day of MAY, 2000.

Michael L. Deboy
MICHAEL L. DEBOY, REG. L.S. INDIANA #S0539

UNDER AUTHORITY PROVIDED BY CHAPTER 174, ACTS OF 1947, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THERETO, AND AN ORDINANCE ADOPTED BY THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE CITY OF CARMEL AS FOLLOWS:

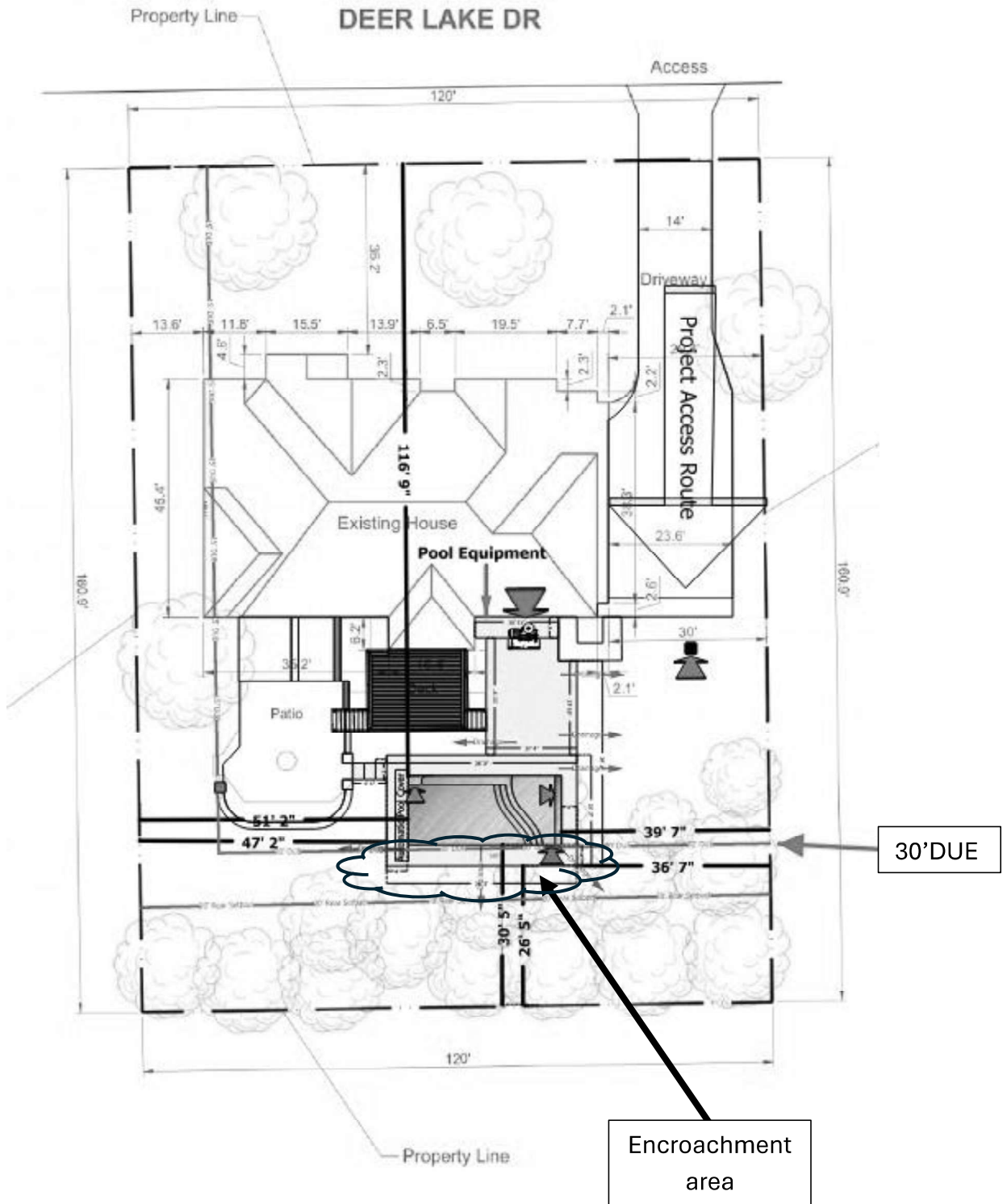
Adopted by the Carmel City Plan Commission at a meeting held:

December 7, 1999

BY: Stephen Engelking DIRECTOR
STEPHEN ENGELKING
DEPARTMENT OF COMMUNITY SERVICES
CARMEL, INDIANA

SHEET 1 OF 5

Exhibit B




CTE - 973 Deer Lake Drive - Wang, Wei

Final Audit Report

2026-05-08

Created:	2026-05-08
By:	Karla Holdcraft (kholdcraft@carmel.in.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3vk6gmG4IOCA4zQE_hO1RnEzSVTj8MgL

"CTE - 973 Deer Lake Drive - Wang, Wei" History

-  Document created by Karla Holdcraft (kholdcraft@carmel.in.gov)
2026-05-08 - 12:58:34 PM GMT
-  Document emailed to Bradley Pease (bpease@carmel.in.gov) for signature
2026-05-08 - 12:59:03 PM GMT
-  Email viewed by Bradley Pease (bpease@carmel.in.gov)
2026-05-08 - 1:27:38 PM GMT
-  Document e-signed by Bradley Pease (bpease@carmel.in.gov)
Signature Date: 2026-05-08 - 1:27:57 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
-  Agreement completed.
2026-05-08 - 1:27:57 PM GMT

May 12, 2026

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

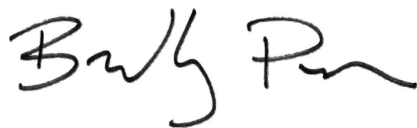
RE: RIGHT OF WAY DEDICATION – PEDCOR INVESTMENTS- 510 3RD AVE

Dear Board Members:

The property owners of the above referenced address have requested the Board approve a Dedication of Public Right of Way.

On behalf of the City of Carmel, I would like to thank the property owners for this Dedication of Right of Way. I recommend the Board accept and sign this document.

Sincerely,



Bradley Pease, P.E.
City Engineer

ATTACHMENT: DEDICATION DOCUMENTS

Project: 22-ENG-03
Parcel: 5B Fee Simple
5D Fee Simple
5E Fee Simple

DEDICATION & DEED OF PUBLIC RIGHTS-OF-WAY

A portion of Tax Parcel Nos. 29-09-25-405-012.000-018 & 29-09-25-405-013.000-018 &
29-09-25-405-014.000-018

THIS INDENTURE WITNESSETH:

That PEDCOR INVESTMENTS-1988-III, LP., an Indiana limited partnership (the "Grantor"), the fee simple owner of the real property depicted and described on the attached Exhibits A & B ("Property") incorporated herein by this reference, which Property is located in the City of Carmel, Hamilton County, State of Indiana, hereby grants, conveys and warrants in fee simple and with no reversionary rights whatsoever retained, all of Grantor's rights, title, and interest in the Property, to the CITY OF CARMEL, INDIANA, an Indiana municipal corporation ("Grantee"), subject to all existing easements and rights-of-way of record, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

The undersigned represents and warrants that they are the authorized representative of the Grantor; that Grantor is a limited partnership validly existing in the State of its origin and where required, in the State where the subject real estate is situated; that Grantor is the fee simple owner of the Property; that Grantor has full capacity to convey the Property; that they have full authority to execute and deliver this instrument on behalf of Grantor and that said authority has not been revoked; that they are therefore, fully authorized and empowered to convey the Property to the City of Carmel, Indiana, and that on the date of execution of this Dedication and Deed of Public Rights-of-Way, they had full authority to so act; and that all necessary action for the making of this conveyance has been duly taken.

The Grantor assumes and agrees to pay real estate taxes and assessments on the Property for 2026, payable 2027, and all prior years. This obligation shall survive the conveyance of the Property and shall be enforceable by the Grantee in the event of any non-payment.

[Signature page to follow]

IN WITNESS WHEREOF, Grantor has executed this Instrument to be effective as of the 8th day of May, 2026.

GRANTOR:

PEDCOR INVESTMENTS-1988-III, L.P.
an Indiana limited partnership

By: Pedcor General, L.P.
its General Partner

By: Pedcor General Corporation
Its General Partner

By: Douglas Boggs
Douglas Boggs, Senior Vice President

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

On May 8th, 2026, before me, Stacia Holloway, personally appeared Douglas Boggs, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Stacia Holloway (SEAL)

Grantee's Tax Mailing Address
and after recording return to:
City of Carmel
One Civic Square
Carmel, IN 46032





City of Carmel

BOARD OF PUBLIC WORKS & SAFETY

ACCEPTANCE OF DEDICATION & DEED OF PUBLIC RIGHTS-OF-WAY

WHEREAS, the foregoing Grantor having filed with the City of Carmel, Indiana, an Indiana municipal corporation ("City"), its Dedication and Deed of Public Rights-of-Way of certain real property ("Property") to the City for the purpose of establishing City rights-of-way;

WHEREAS, the City believes that said fee simple conveyance of the Property is desirable, necessary and in the City's best interests; and

NOW THEREFORE, the City, by and through its Board of Public Works and Safety, hereby accepts said Dedication and Deed, and orders that the Dedication and Deed of Public Rights-of-Way described herein be recorded in the Recorder's Office of Hamilton County, Indiana, and that the Property be, and the same hereby is, declared open and dedicated to the City.

SO ORDERED: 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, JAMES BARLOW, 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 Dedication and Deed of Public Rights-of-Way on behalf of the City of Carmel, Indiana.

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

My Commission No./Expiration:

NOTARY PUBLIC

Printed Name

My County of Residence:_____

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each and every Social Security number from this document, unless it is required by law. Carla Uhlarik.

Instrument prepared by: Carla Uhlarik, Esq., 770 3rd Avenue SW, Carmel, IN 46032.

EXHIBIT A

EXHIBIT "A"

Sheet 3 of 6

Project: 20-ENG-03
Code: N/A
Parcel: 5B Fee Simple
Tax ID: 29-09-25-405-012.000-018
Form: WD-1

A part of the Southeast Quarter of Section 25, Township 18 North, Range 3 East, Hamilton County, Indiana, and being that part of the grantor's land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat, marked Exhibit "B", described as follows: Commencing at the southeast corner of said section, said southeast corner being designated as point "507" on said plat; thence South 88 degrees 59 minutes 31 seconds West 1,466.67 feet (1,466.7 feet by Instrument Number 2008013133) along the south line of said section to the prolongation of the west line of Tract "C" described in said Instrument Number 2008013133; thence North 0 degrees 01 minute 33 seconds East 709.10 feet (709.0 feet by said Instrument Number 2008013133) along said prolonged west line to southwest corner of said Tract "C"; thence South 89 degrees 59 minutes 23 seconds East 257.11 feet along the south line of said Tract "C" to the point of beginning of this description: thence North 0 degrees 16 minutes 10 seconds East 399.98 feet to the north line of said Tract "C"; thence South 89 degrees 59 minutes 01 second East 7.49 feet along said north line to the northeast corner of said Tract "C"; thence South 0 degrees 41 minutes 40 seconds West 400.00 feet along the east line of said Tract "C" to the southeast corner of said Tract "C"; thence North 89 degrees 59 minutes 23 seconds West 4.53 feet along the south line of said Tract "C" to the point of beginning, and containing 0.055 acres, more or less.

This description was prepared for the City of Carmel, Indiana by Jessica L. Stapleton, Indiana Professional Surveyor, License Number LS20600032, on the 27th day of February, 2023.

Jessica L. Stapleton



EXHIBIT "A"

Sheet 5 of 6

Project: 20-ENG-03
Code: N/A
Parcel: 5D Fee Simple
Tax ID: 29-09-25-405-013.000-018
Form: WD-1

A part of the Southeast Quarter of Section 25, Township 18 North, Range 3 East, Hamilton County, Indiana, and being that part of the grantor's land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat, marked Exhibit "B", described as follows: Commencing at the southeast corner of said section, said southeast corner being designated as point "507" on said plat; thence South 88 degrees 59 minutes 31 seconds West 1,466.67 feet (1,466.7 feet by Instrument Number 2008013133) along the south line of said section to the prolongation of the west line of Tract "B" described in said Instrument Number 2008013133; thence North 0 degrees 01 minute 33 seconds East 1,109.10 feet (1,109.0 feet by said Instrument Number 2008013133) along said prolonged west line to southwest corner of said Tract "B"; thence South 89 degrees 59 minutes 01 second East 258.81 feet along the south line of said Tract "B" to the point of beginning of this description: thence North 0 degrees 16 minutes 10 seconds East 100.00 feet to the north line of said Tract "B"; thence South 89 degrees 57 minutes 48 seconds East 8.23 feet along said north line to the northeast corner of said Tract "B"; thence South 0 degrees 41 minutes 40 seconds West 100.00 feet along the east line of said Tract "B" to the southeast corner of said Tract "B"; thence North 89 degrees 59 minutes 01 second West 7.49 feet along the south line of said Tract "B" to the point of beginning, and containing 0.018 acres, more or less.

This description was prepared for the City of Carmel, Indiana by Jessica L. Stapleton, Indiana Professional Surveyor, License Number LS20600032, on the 27th day of February, 2023.

Jessica L. Stapleton



EXHIBIT "A"

Sheet 6 of 6

Project: 20-ENG-03
Code: N/A
Parcel: 5E Fee Simple
Tax ID: 29-09-25-405-014.000-018
Form: WD-1

A part of the Southeast Quarter of Section 25, Township 18 North, Range 3 East, Hamilton County, Indiana, and being that part of the grantor’s land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat, marked Exhibit “B”, described as follows: Commencing at the northeast corner of the West Half of said quarter section, said northeast corner being designated as point “508” on said plat; thence South 0 degrees 04 minutes 49 seconds East 732.57 feet (732.44 feet by Instrument Number 2008013133) along the east line of said half-quarter section to northwest corner of the 0.104-acre tract of land described in Instrument Number 2018035615; thence North 88 degrees 51 minutes 26 seconds East 124.51 feet (125.90 feet by said Instrument Number 2008013133) along the north line of said 0.104-acre tract to the prolongation of the east line of Tract “A” described in said Instrument Number 2008013133; thence South 0 degrees 41 minutes 40 seconds West 593.44 feet (592.70 feet by said Instrument Number 2008013133) along said prolonged east line to a point on the south boundary of Industrial Drive as established by Deed Record 240, page 236 and the point of beginning of this description, which point of beginning is the northeast corner of said Tract “A”: thence South 0 degrees 41 minutes 40 seconds West 108.57 feet (108.90 feet by said Instrument Number 2008013133) along the east line of said Tract “A” to the southeast corner of said Tract “A”; thence North 89 degrees 57 minutes 48 seconds West 8.23 feet along the south line of said Tract “A”; thence North 0 degrees 16 minutes 10 seconds East 108.45 feet to a point on the south boundary of said Industrial Drive, said point being designated as point “610” on said plat; thence North 89 degrees 20 minutes 47 seconds East 9.04 feet along the boundary of said Industrial Drive to the point of beginning, and containing 0.022 acres, more or less.

This description was prepared for the City of Carmel, Indiana by Jessica L. Stapleton, Indiana Professional Surveyor, License Number LS20600032, on the 27th day of February, 2023.

Jessica L. Stapleton



EXHIBIT B



Parcel 5B

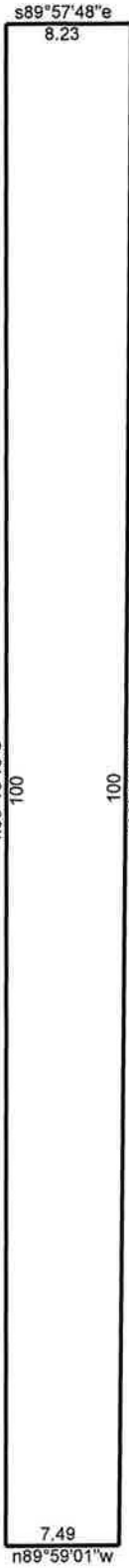
2/27/2023

Scale: 1 inch= 45 feet

File:

Tract 1: 0.0552 Acres (2404 Sq. Feet), Closure: s62.4448e 0.01 ft. (1/102491), Perimeter=812 ft.

- 01 n00.1610e 399.98
- 02 s89.5901e 7.49
- 03 s00.4140w 400
- 04 n89.5923w 4.53



Parcel 5D

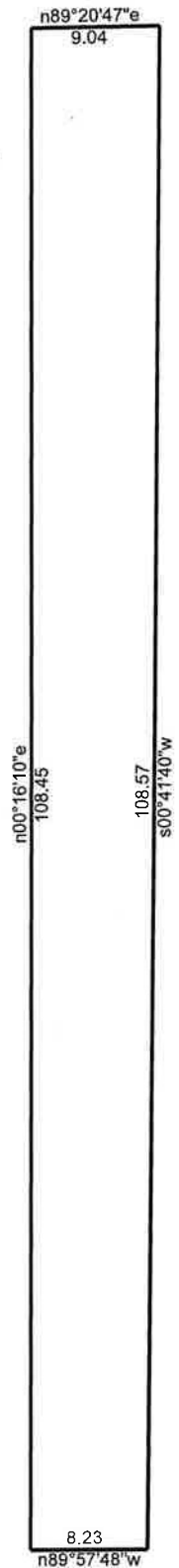
2/27/2023

Scale: 1 inch= 12 feet

File:

Tract 1: 0.0180 Acres (786 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/60457), Perimeter=216 ft.

- 01 n00.1610e 100
- 02 s89.5748e 8.23
- 03 s00.4140w 100
- 04 n89.5901w 7.49



Parcel 5E

2/27/2023

Scale: 1 inch= 13 feet

File:

Tract 1: 0.0215 Acres (937 Sq. Feet), Closure: n36.1508w 0.01 ft. (1/39072), Perimeter=234 ft.

- 01 s00.4140w 108.57
- 02 n89.5748w 8.23
- 03 n00.1610e 108.45
- 04 n89.2047e 9.04

May 12, 2026

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

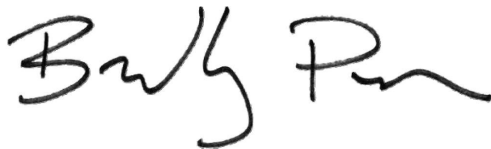
RE: QUITCLAIM DEED – PEDCOR INVESTMENTS- 510 3RD AVE

Dear Board Members:

Pedcor Bancorp has requested the Board approve a Quickclaim Deed for the above-referenced address.

On behalf of the City of Carmel, I recommend the Board accept and sign this document.

Sincerely,



Bradley Pease, P.E.
City Engineer

ATTACHMENT: QUITCLAIM DEED DOCUMENTS

Project: 22-ENG-03
Parcel: 5H Fee Simple (Quitclaim Area)
5K Fee Simple (Quitclaim Area)
5L Fee Simple (Quitclaim Area)

QUITCLAIM DEED

A portion of Tax Parcel Nos. 29-09-25-405-012.000-018 & 29-09-25-405-013.000-018 &
29-09-25-405-014.000-018

This QUITCLAIM DEED is made this 8th day of May, 2026, between PEDCOR INVESTMENTS – 1988- III, L.P., an Indiana limited partnership (the “Grantor”) and CITY OF CARMEL, INDIANA, an Indiana municipal corporation (the “Grantee”).

WITNESSTH:

THAT the Grantor, for and inconsideration of the sum of TEN and NO/100 DOLLARS (\$10.00) and other valuable considerations, the receipt whereof is hereby acknowledged, hereby grants, releases, relinquishes, and quitclaims, without warranty, unto Grantee, all of Grantor’s rights, title, and interest, if any, in and to the real property described and depicted on Exhibits A and B incorporated herein by reference, located in Hamilton County, Indiana.

[SIGNATURE PAGE FOLLOWS]

“GRANTOR”
PEDCOR INVESTMENTS- 1988-III, L.P.
an Indiana limited partnership

By: Pedcor General, L.P.
its General Partner

By: Pedcor General Corporation
Its General Partner

By: Douglas Boggs
Douglas Boggs, Senior Vice President

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Douglas Boggs, and acknowledged the execution of the foregoing Quitclaim Deed, and who, have been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 8th day of May, 2026.



Stacia Holloway
Notary Public
Stacia Holloway
Printed Name

My Commission Expires:
9/5/2030

County of Residence:
Hancock



City of Carmel

BOARD OF PUBLIC WORKS & SAFETY

ACCEPTANCE OF DEDICATION & DEED OF PUBLIC RIGHTS-OF-WAY

WHEREAS, the foregoing Grantor having filed with the City of Carmel, Indiana, an Indiana municipal corporation ("City"), its Quitclaim Deed of certain real property ("Property") to the City for the purpose of establishing City rights-of-way;

WHEREAS, the City believes that said fee simple conveyance of the Property is desirable, necessary and in the City's best interests; and

NOW THEREFORE, the City, by and through its Board of Public Works and Safety, hereby accepts said Dedication and Deed, and orders that the Dedication and Deed of Public Rights-of-Way described herein be recorded in the Recorder's Office of Hamilton County, Indiana, and that the Property be, and the same hereby is, declared open and dedicated to the City.

SO ORDERED: 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, JAMES BARLOW, 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 Dedication and Deed of Public Rights-of-Way on behalf of the City of Carmel, Indiana.

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

My Commission No./Expiration:

NOTARY PUBLIC

Printed Name

My County of Residence: _____

Send tax statements to and
Grantee's mailing address is:

City of Carmel
One Civic Square
Carmel, IN 46032

This instrument was prepared by Carla Uhalrik, Attorney-At-Law, Pedcor Bancorp, One Pedcor Square, 770 3rd Avenue S.W., Carmel, Indiana 46032.

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

Carla Uhalrik

EXHIBIT A

EXHIBIT "A"

Project: 20-ENG-03
Code: N/A
Parcel: 5H Fee Simple (Quit Claim area)
Tax ID: 29-09-25-405-012.000-018
Form: QCD-1

Sheet 3 of 6

A part of the Southeast Quarter of Section 25, Township 18 North, Range 3 East, Hamilton County, Indiana, and being that part of the grantor's land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat, marked Exhibit "B", described as follows: Commencing at the southeast corner of said section, said southeast corner being designated as point "507" on said plat; thence South 88 degrees 59 minutes 31 seconds West 1,466.67 feet (1,466.7 feet by Instrument Number 2008013133) along the south line of said section to the prolongation of the west line of Tract "C" described in said Instrument Number 2008013133; thence North 0 degrees 01 minute 33 seconds East 709.10 feet (709.0 feet by said Instrument Number 2008013133) along said prolonged west line to southwest corner of said Tract "C"; thence South 89 degrees 59 minutes 23 seconds East 261.63 feet (261.0 feet by said Instrument number 2008013133) along the south line of said Tract "C" to the southeast corner of said "Tract "C" and the point of beginning of this description: thence North 0 degrees 41 minutes 40 seconds East 400.00 feet along the east line of said Tract "C" to the northeast corner of said Tract "C"; thence South 89 degrees 59 minutes 01 second East 25.00 feet along the prolongation of the north line of said Tract "C" to the centerline of Third Avenue Southwest; thence South 0 degrees 41 minutes 40 seconds West 400.00 feet along said centerline to the prolongation of the south line of said Tract "C"; thence North 89 degrees 59 minutes 23 seconds West 25.00 feet along said prolonged south line to the point of beginning, and containing 0.230 acres, more or less, inclusive of the presently existing right-of-way, which contains 0.086 acres, more or less.

This description was prepared for the City of Carmel, Indiana by Jessica L. Stapleton, Indiana Professional Surveyor, License Number LS20600032, on the 27th day of February, 2023.

Jessica L. Stapleton



EXHIBIT "A"

Sheet 5 of 6

Project: 20-ENG-03
Code: N/A
Parcel: 5K Fee Simple (Quit Claim area)
Tax ID: 29-09-25-405-013.000-018
Form: QCD-1

A part of the Southeast Quarter of Section 25, Township 18 North, Range 3 East, Hamilton County, Indiana, and being that part of the grantor's land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat, marked Exhibit "B", described as follows: Commencing at the southeast corner of said section, said southeast corner being designated as point "507" on said plat; thence South 88 degrees 59 minutes 31 seconds West 1,466.67 feet (1,466.7 feet by Instrument Number 2008013133) along the south line of said section to the prolongation of the west line of Tract "B" described in said Instrument Number 2008013133; thence North 0 degrees 01 minute 33 seconds East 1,109.10 feet (1,109.0 feet by said Instrument Number 2008013133) along said prolonged west line to southwest corner of said Tract "B"; thence South 89 degrees 59 minutes 01 second East 266.30 feet (266.0 feet by said Instrument Number 2008013133) along the south line of said Tract "B" to the southeast corner of said Tract "B" and the point of beginning of this description: thence North 0 degrees 41 minutes 40 seconds East 100.00 feet along the east line of said Tract "B" to the northeast corner of said Tract "B"; thence South 89 degrees 57 minutes 48 seconds East 25.00 feet along the prolongation of north line of said Tract "B" to centerline of Third Avenue Southwest; thence South 0 degrees 41 minutes 40 seconds West 99.99 feet along said centerline to the prolongation of the south line of said Tract "B"; thence North 89 degrees 59 minutes 01 second West 25.00 feet along said prolonged south line to the point of beginning, and containing 0.057 acres, more or less, inclusive of the presently existing right-of-way, which contains 0.023 acres, more or less.

This description was prepared for the City of Carmel, Indiana by Jessica L. Stapleton, Indiana Professional Surveyor, License Number LS20600032, on the 27th day of February, 2023.

Jessica L. Stapleton



EXHIBIT "A"

Sheet 6 of 6

Project: 20-ENG-03
Code: N/A
Parcel: 5L Fee Simple (Quit Claim area)
Tax ID: 29-09-25-405-014.000-018
Form: QCD-1

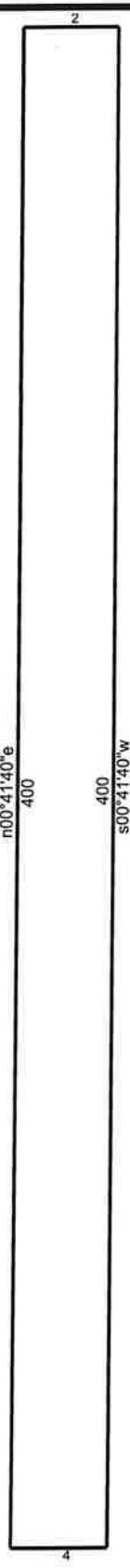
A part of the Southeast Quarter of Section 25, Township 18 North, Range 3 East, Hamilton County, Indiana, and being that part of the grantor’s land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat, marked Exhibit “B”, described as follows: Commencing at the northeast corner of the West Half of said quarter section, said northeast corner being designated as point “508” on said plat; thence South 0 degrees 04 minutes 49 seconds East 732.57 feet (732.44 feet by Instrument Number 2008013133) along the west line of said half-quarter section to northwest corner of the 0.104-acre tract of land described in Instrument Number 201835615; thence North 88 degrees 51 minutes 26 seconds East 124.51 feet (125.90 feet by said Instrument Number 2008013133) along the north line of said 0.104-acre tract to the prolongation of the east line of Tract “A” described in said Instrument Number 2008013133; thence South 0 degrees 41 minutes 40 seconds West 593.44 feet (592.70 feet by said Instrument Number 2008013133) along said prolonged east line to a point on the south boundary of Industrial Drive as established by Deed Record 240, page 236 and the point of beginning of this description, which point of beginning is the northeast corner of said Tract “A”; thence North 89 degrees 20 minutes 47 seconds East 25.01 feet along the prolonged boundary of said Industrial Drive to the centerline of Third Avenue Southwest; thence South 0 degrees 41 minutes 40 seconds West 108.87 feet along said centerline to the prolongation of the south line of said Tract “A”; thence North 89 degrees 57 minutes 48 seconds West 25.00 feet along said prolonged south line to the southeast corner of said Tract “A”; thence North 0 degrees 41 minutes 40 seconds East 108.57 feet (108.90 feet by said Instrument Number 2008013133) along the east line of said Tract “A” to the point of beginning, and containing 0.062 acres, more or less, inclusive of the presently existing right-of-way, which contains 0.025 acres, more or less.

This description was prepared for the City of Carmel, Indiana by Jessica L. Stapleton, Indiana Professional Surveyor, License Number LS20600032, on the 27th day of February, 2023.

Jessica L. Stapleton



Exhibit B



Parcel 5H

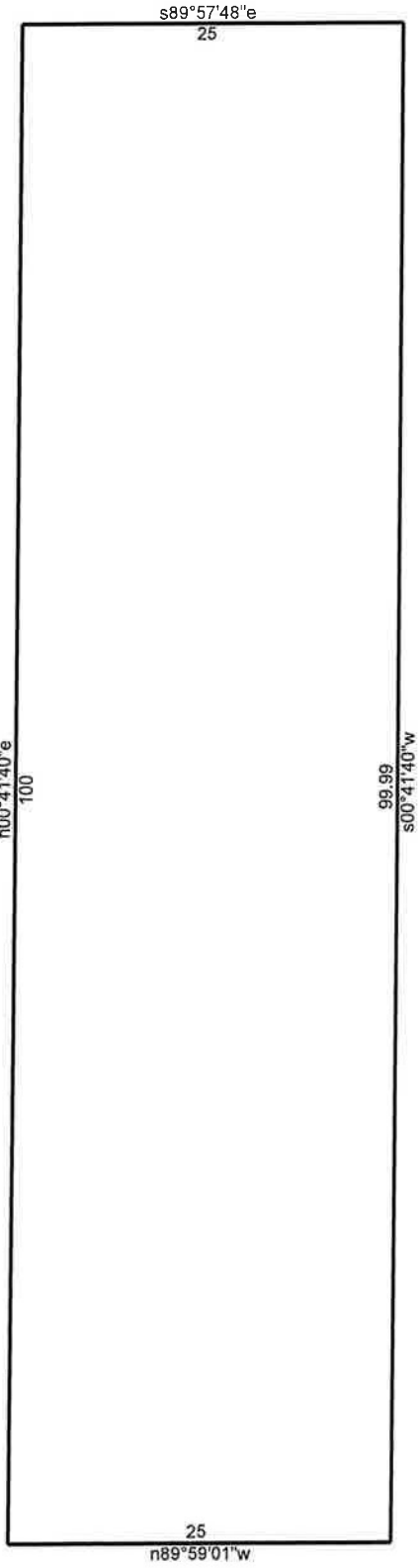
2/27/2023

Scale: 1 inch= 45 feet

File:

Tract 1: 0.2296 Acres (9999 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/318653), Perimeter=850 ft.

- 01 n00.4140e 400
- 02 s89.5901e 25
- 03 s00.4140w 400
- 04 n89.5923w 25



Parcel 5K

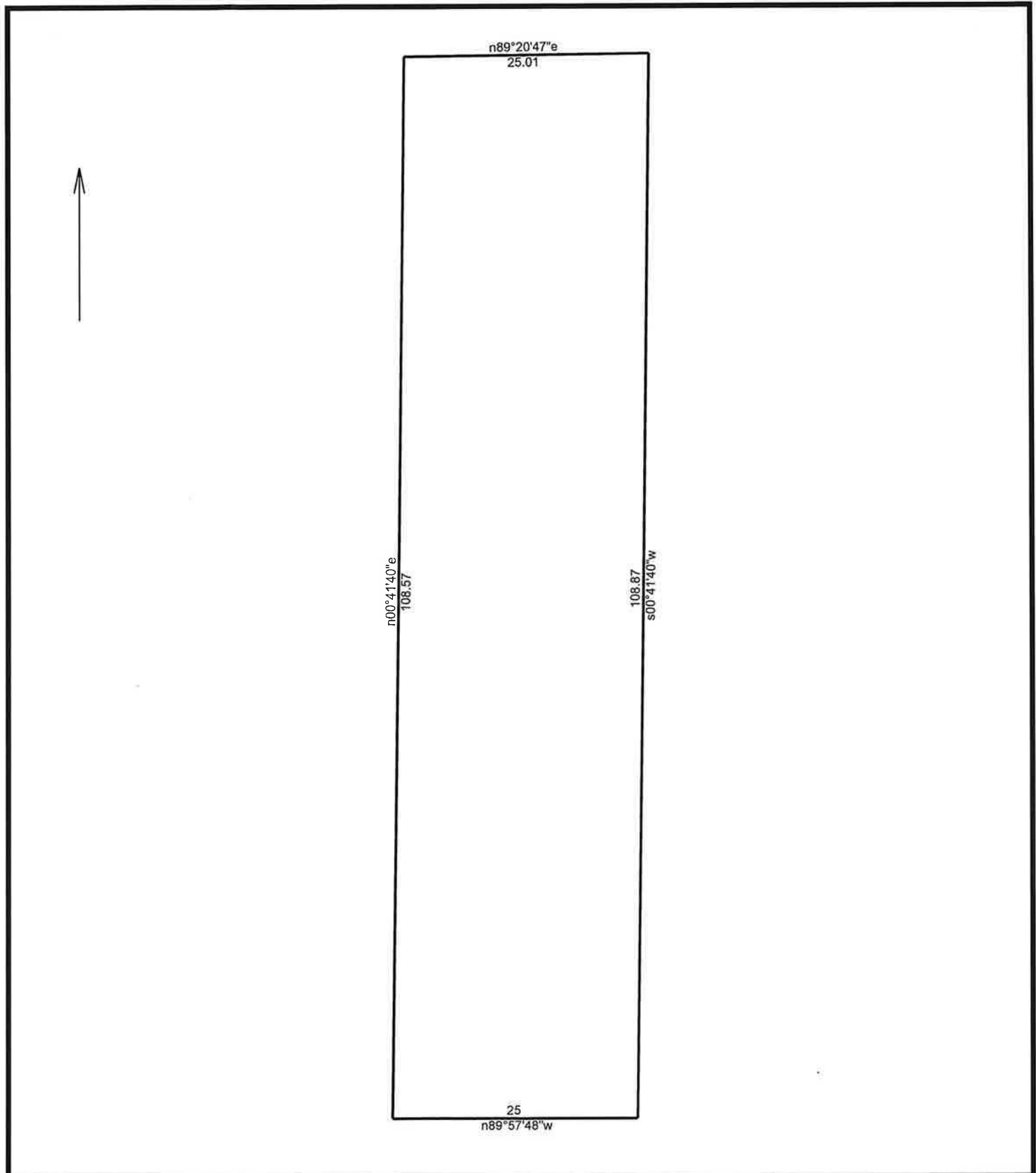
2/27/2023

Scale: 1 inch= 12 feet

File:

Tract 1: 0.0574 Acres (2500 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/215814), Perimeter=250 ft.

- 01 n00.4140e 100
- 02 s89.5748e 25
- 03 s00.4140w 99.99
- 04 n89.5901w 25



Parcel 5L

2/27/2023

Scale: 1 inch= 13 feet

File:

Tract 1: 0.0624 Acres (2718 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/54324), Perimeter=267 ft.

- 01 n89.2047e 25.01
- 02 s00.4140w 108.87
- 03 n89.5748w 25
- 04 n00.4140e 108.57

May 12, 2026

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

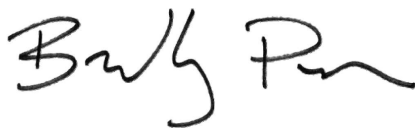
RE: RIGHT OF WAY DEDICATION – VILLAGE CAPITAL CORPORATION- 770 3RD AVE

Dear Board Members:

The property owners of the above referenced address have requested the Board approve a Dedication of Public Right of Way.

On behalf of the City of Carmel, I would like to thank the property owners for this Dedication of Right of Way. I recommend the Board accept and sign this document.

Sincerely,



Bradley Pease, P.E.
City Engineer

ATTACHMENT: DEDICATION DOCUMENTS

DEDICATION & DEED OF PUBLIC RIGHTS-OF-WAY

A portion of Tax Parcel No. 29-09-25-405-008.101-018

THIS INDENTURE WITNESSETH:

That VILLAGE CAPITAL CORPORATION, an Indiana corporation (the "Grantor"), the fee simple owner of the real property depicted and described on the attached Exhibits A & B ("Property") incorporated herein by this reference, which Property is located in the City of Carmel, Hamilton County, State of Indiana, hereby grants, conveys and warrants in fee simple and with no reversionary rights whatsoever retained, all of Grantor's rights, title, and interest in the Property, to the CITY OF CARMEL, INDIANA, an Indiana municipal corporation ("Grantee"), subject to all existing easements and rights-of-way of record, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

The undersigned represents and warrants that they are the authorized representative of the Grantor; that Grantor is a corporation validly existing in the State of its origin and where required, in the State where the subject real estate is situated; that Grantor is the fee simple owner of the Property; that Grantor has full capacity to convey the Property; that they have full authority to execute and deliver this instrument on behalf of Grantor and that said authority has not been revoked; that they are therefore, fully authorized and empowered to convey the Property to the City of Carmel, Indiana, and that on the date of execution of this Dedication and Deed of Public Rights-of-Way, they had full authority to so act; and that all necessary action for the making of this conveyance has been duly taken.

The Grantor assumes and agrees to pay real estate taxes and assessments on the Property for 2026, payable 2027, and all prior years. This obligation shall survive the conveyance of the Property and shall be enforceable by the Grantee in the event of any non-payment.

[Signature page to follow]

IN WITNESS WHEREOF, Grantor has executed this Instrument to be effective as of the 7^m day of May, 2026.

GRANTOR:

VILLAGE CAPITAL CORPORATION
an Indiana corporation

By: Laurie Siler

Name: Laurie Siler

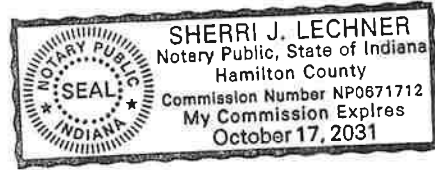
Title: Senior Vice President

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

On May 7th 2026, before me, Sherri J. Lechner, personally appeared Laurie Siler, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Sherri J. Lechner (SEAL)



Grantee's Tax Mailing Address
and after recording return to:
City of Carmel
One Civic Square
Carmel, IN 46032



City of Carmel

BOARD OF PUBLIC WORKS & SAFETY

ACCEPTANCE OF DEDICATION & DEED OF PUBLIC RIGHTS-OF-WAY

WHEREAS, the foregoing Grantor having filed with the City of Carmel, Indiana, an Indiana municipal corporation ("City"), its Dedication and Deed of Public Rights-of-Way of certain real property ("Property") to the City for the purpose of establishing City rights-of-way;

WHEREAS, the City believes that said fee simple conveyance of the Property is desirable, necessary and in the City's best interests; and

NOW THEREFORE, the City, by and through its Board of Public Works and Safety, hereby accepts said Dedication and Deed, and orders that the Dedication and Deed of Public Rights-of-Way described herein be recorded in the Recorder's Office of Hamilton County, Indiana, and that the Property be, and the same hereby is, declared open and dedicated to the City.

SO ORDERED: 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, JAMES BARLOW, 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 Dedication and Deed of Public Rights-of-Way on behalf of the City of Carmel, Indiana.

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

My Commission No./Expiration:

NOTARY PUBLIC

Printed Name

My County of Residence: _____

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each and every Social Security number from this document, unless it is required by law. Carla Uhlarik.

Instrument prepared by: Carla Uhlarik, Esq., 770 3rd Avenue SW, Carmel, IN 46032.

EXHIBIT A

EXHIBIT "A"

Sheet 1 of 1

Project: 20-ENG-03
Code: N/A
Parcel: 17 Fee Simple
Tax ID: 29-09-25-405-008.101-018
Form: WD-1

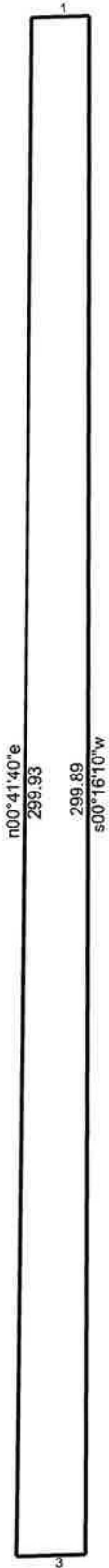
A part of the East Half of the Southeast Quarter of Section 25, Township 18 North, Range 3 East, Hamilton County, Indiana, and being that part of the grantor's land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat, marked Exhibit "B", described as follows: Commencing at the northeast corner of said quarter section, said northeast corner being designated as point "701" on said plat; thence South 88 degrees 51 minutes 26 seconds West 1,305.62 feet (1,308.95 feet by Instrument Number 2022006979) along the north line of said quarter section to the northwest corner of said half-quarter section, said northwest corner being designated as point "508" on said plat; thence South 0 degrees 04 minutes 49 seconds East 1,343.67 feet (1,342.61 feet by said Instrument Number 2022006979) along the west line of said half-quarter section to the prolongation of the north line of Tract "D" described in Instrument Number 2008013133; thence North 88 degrees 51 minutes 26 seconds East 166.27 feet (167.59 feet by said Instrument number 2022006979) along said prolonged north line to the northwest corner of said Tract "D" and the point of beginning of this description: thence North 88 degrees 51 minutes 26 seconds East 11.09 feet along the north line of said Tract "D" to point "626" designated on said plat; thence South 0 degrees 16 minutes 10 seconds West 299.89 feet to the south line of the 2.223-acre tract of land described in said Instrument Number 2022006979; thence South 88 degrees 57 minutes 11 seconds West 13.31 feet along said south line to the southwest corner of said 2.223-acre tract; thence North 0 degrees 41 minutes 40 seconds East 299.93 feet along the west line of said 2.223-acre tract to the point of beginning, and containing 0.084 acres, more or less.

This description was prepared for the City of Carmel, Indiana by Jessica L. Stapleton, Indiana Professional Surveyor, License Number LS20600032, on the 1st day of March, 2023.

Jessica L. Stapleton



EXHIBIT B



n00°41'40"e
299.93
299.89
s00°16'10"w

Parcel 17

2/28/2023

Scale: 1 inch= 34 feet

File:

Tract 1: 0.0840 Acres (3658 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/126072), Perimeter=624 ft.

- 01 n88.5126e 11.09
- 02 s00.1610w 299.89
- 03 s88.5711w 13.31
- 04 n00.4140e 299.93



City of Carmel

BOARD OF PUBLIC WORKS & SAFETY

ACCEPTANCE OF DEDICATION & DEED OF PUBLIC RIGHTS-OF-WAY

WHEREAS, the foregoing Grantor having filed with the City of Carmel, Indiana, an Indiana municipal corporation ("City"), its Quitclaim Deed of certain real property ("Property") to the City for the purpose of establishing City rights-of-way;

WHEREAS, the City believes that said fee simple conveyance of the Property is desirable, necessary and in the City's best interests; and

NOW THEREFORE, the City, by and through its Board of Public Works and Safety, hereby accepts said Dedication and Deed, and orders that the Dedication and Deed of Public Rights-of-Way described herein be recorded in the Recorder's Office of Hamilton County, Indiana, and that the Property be, and the same hereby is, declared open and dedicated to the City.

SO ORDERED:

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, JAMES BARLOW, 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 Dedication and Deed of Public Rights-of-Way on behalf of the City of Carmel, Indiana.

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

My Commission No./Expiration:

NOTARY PUBLIC

Printed Name

My County of Residence: _____

Send tax statements to and
Grantee's mailing address is:

City of Carmel
One Civic Square
Carmel, IN 46032

This instrument was prepared by Carla Uhalrik, Attorney-At-Law, Pedcor Bancorp, One Pedcor Square, 770 3rd Avenue S.W., Carmel, Indiana 46032.

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

Carla Uhalrik

May 12, 2026

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

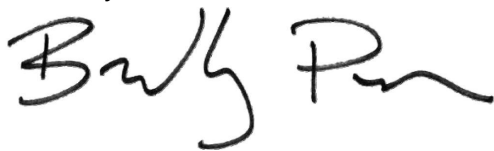
RE: QUITCLAIM DEED – VILLAGE CAPITOL CORPORATION - 770 3RD AVE

Dear Board Members:

Pedcor Bancorp has requested the Board approve a Quickclaim Deed for the above-referenced address.

On behalf of the City of Carmel, I recommend the Board accept and sign this document.

Sincerely,



Bradley Pease, P.E.
City Engineer

ATTACHMENT: QUITCLAIM DEED DOCUMENTS

QUITCLAIM DEED

A portion of Tax Parcel No. 29-09-25-405-008.101-018

This QUITCLAIM DEED is made this 7th day of March, 2026, between VILLAGE CAPITAL CORPORATION, an Indiana corporation (the “Grantor”), and CITY OF CARMEL, INDIANA, an Indiana municipal corporation (the “Grantee”).

WITNESSTH:

THAT the Grantor, for and inconsideration of the sum of TEN and NO/100 DOLLARS (\$10.00) and other valuable considerations, the receipt whereof is hereby acknowledged, hereby grants, releases, relinquishes, and quitclaims, without warranty, unto Grantee, all of Grantor’s rights, title, and interest, if any, in and to the real property described and depicted on Exhibits A and B incorporated herein by reference, located in Hamilton County, Indiana.

[SIGNATURE PAGE FOLLOWS]

“GRANTOR”
VILLAGE CAPITAL CORPORATION
an Indiana corporation

By: Laurie Siler
Laurie Siler
Senior Vice President

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Laurie Siler, and acknowledged the execution of the foregoing Quitclaim Deed, and who, have been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 7th day of May, 2026.

Sherrri J. Lechner
Notary Public

Sherrri J. Lechner
Printed Name

My Commission Expires:
10.17.31

County of Residence:
Hamilton





City of Carmel

BOARD OF PUBLIC WORKS & SAFETY

ACCEPTANCE OF DEDICATION & DEED OF PUBLIC RIGHTS-OF-WAY

WHEREAS, the foregoing Grantor having filed with the City of Carmel, Indiana, an Indiana municipal corporation ("City"), its Quitclaim Deed of certain real property ("Property") to the City for the purpose of establishing City rights-of-way;

WHEREAS, the City believes that said fee simple conveyance of the Property is desirable, necessary and in the City's best interests; and

NOW THEREFORE, the City, by and through its Board of Public Works and Safety, hereby accepts said Dedication and Deed, and orders that the Dedication and Deed of Public Rights-of-Way described herein be recorded in the Recorder's Office of Hamilton County, Indiana, and that the Property be, and the same hereby is, declared open and dedicated to the City.

SO ORDERED: 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, JAMES BARLOW, 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 Dedication and Deed of Public Rights-of-Way on behalf of the City of Carmel, Indiana.

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

My Commission No./Expiration:

NOTARY PUBLIC

Printed Name

My County of Residence: _____

Send tax statements to and
Grantee's mailing address is:

City of Carmel
One Civic Square
Carmel, IN 46032

This instrument was prepared by Carla Uhalrik, Attorney-At-Law, Pedcor Bancorp, One Pedcor Square, 770 3rd Avenue S.W., Carmel, Indiana 46032.

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

Carla Uhalrik

EXHIBIT A

EXHIBIT "A"

Sheet 1 of 1

Project: 20-ENG-03
Code: N/A
Parcel: 17A Fee Simple (Quit Claim Area)
Tax ID: 29-09-25-405-008.101-018
Form: QCD-1

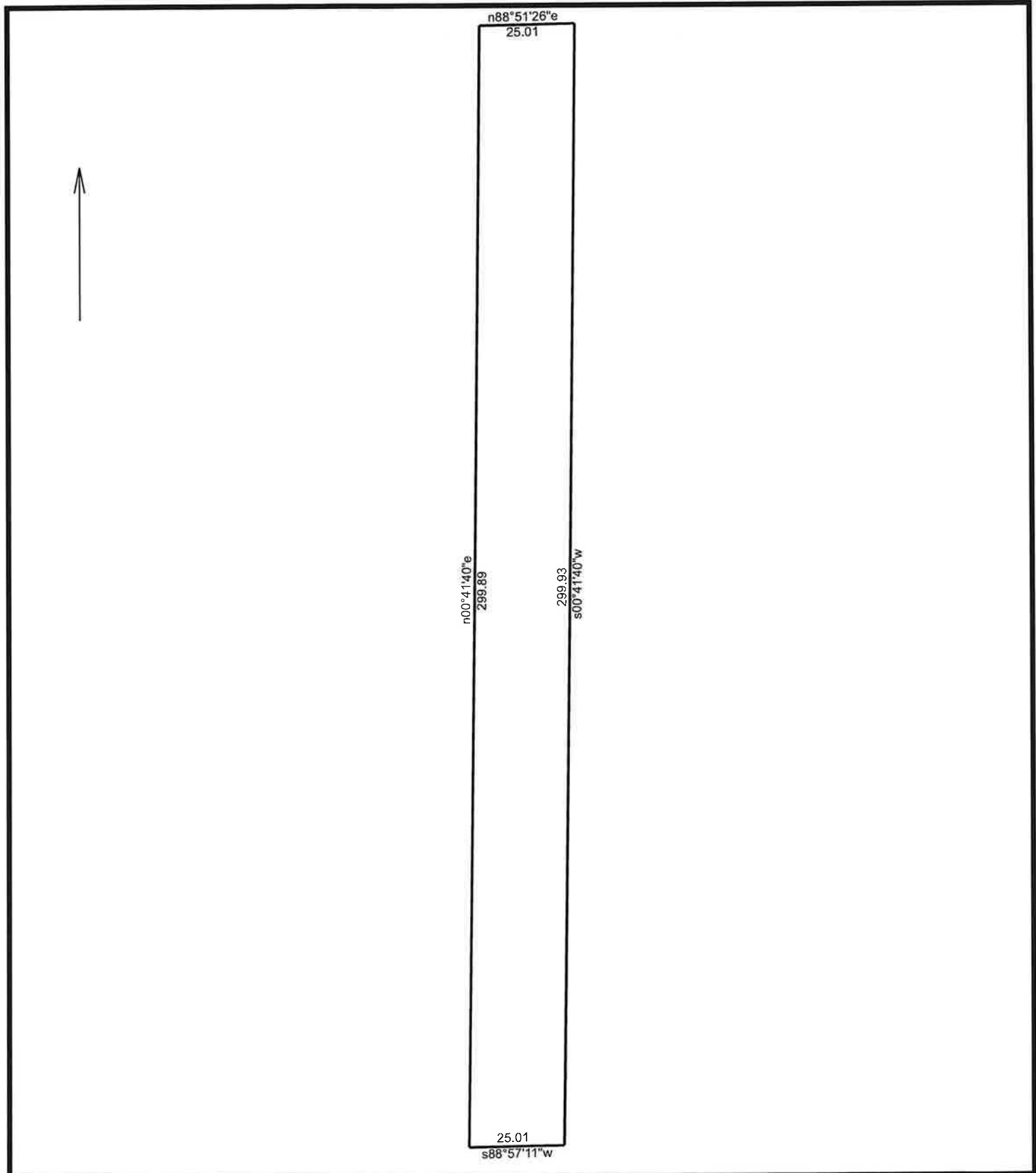
A part of the East Half of the Southeast Quarter of Section 25, Township 18 North, Range 3 East, Hamilton County, Indiana, and being that part of the grantor's land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat, marked Exhibit "B", described as follows: Commencing at the northeast corner of said quarter section, said northeast corner being designated as point "701" on said plat; thence South 88 degrees 51 minutes 26 seconds West 1,305.62 feet (1,308.95 feet by Instrument Number 2022006979) along the north line of said quarter section to the northwest corner of said half-quarter section, said northwest corner being designated as point "508" on said plat; thence South 0 degrees 04 minutes 49 seconds East 1,343.67 feet (1,342.61 feet by said Instrument Number 2022006979) along the west line of said half-quarter section to the prolongation of the north line of Tract "D" described in Instrument Number 2008013133; thence North 88 degrees 51 minutes 26 seconds East 166.27 feet (167.59 feet by said Instrument Number 2022006979) along said prolonged north line to the northwest corner of said Tract "D" and the point of beginning of this description: thence South 0 degrees 41 minutes 40 seconds West 299.93 feet along the west line of the 2.223-acre tract of land described in said Instrument Number 2022006979 to the southwest corner of said 2.223-acre tract; thence South 88 degrees 57 minutes 11 seconds West 25.01 feet along the prolongation of the south line of said 2.223-acre tract to the centerline of Third Avenue Southwest; thence North 0 degrees 41 minutes 40 seconds East 299.89 feet along said centerline to the prolongation of the north line of said 2.223-acre tract; thence North 88 degrees 51 minutes 26 seconds East 25.01 feet along said prolonged north line to the point of beginning, and containing 0.172 acres, more or less, inclusive of the presently existing right-of-way, which contains 0.090 acres, more or less.

This description was prepared for the City of Carmel, Indiana by Jessica L. Stapleton, Indiana Professional Surveyor, License Number LS20600032, on the 1st day of March, 2023.

Jessica L. Stapleton



Exhibit B



Parcel 17A	2/28/2023
-------------------	-----------

Scale: 1 inch= 34 feet	File:
------------------------	-------

Tract 1: 0.1721 Acres (7497 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/290847), Perimeter=650 ft.

01 s00.4140w 299.93
02 s88.5711w 25.01
03 n00.4140e 299.89
04 n88.5126e 25.01

May 12, 2026

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

RE: 1025 W MAIN ST - ICON ON MAIN CONDOMINIUM – SECONDARY PLAT

Dear Board Members:

Chad James with HWC Engineering has requested a secondary plat for Icon on Main Condominiums at 1025 W Main St to be placed on the Board of Public Works and Safety agenda for approval and signatures.

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

Sincerely,



Bradley Pease, P.E.
City Engineer

ATTACHMENT: MYLAR PLAT






SECONDARY PLAT - 1025 W MAIN ST - ICON ON MAIN

Final Audit Report

2026-05-12

Created:	2026-05-12
By:	Karla Holdcraft (kholdcraft@carmel.in.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfFQDJb4X39A3DFEu7radWXermV-YGp55

"SECONDARY PLAT - 1025 W MAIN ST - ICON ON MAIN" History

-  Document created by Karla Holdcraft (kholdcraft@carmel.in.gov)
2026-05-12 - 6:42:59 PM GMT
-  Document emailed to Bradley Pease (bpease@carmel.in.gov) for signature
2026-05-12 - 6:43:16 PM GMT
-  Email viewed by Bradley Pease (bpease@carmel.in.gov)
2026-05-12 - 7:23:14 PM GMT
-  Document e-signed by Bradley Pease (bpease@carmel.in.gov)
Signature Date: 2026-05-12 - 7:23:43 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
-  Agreement completed.
2026-05-12 - 7:23:43 PM GMT

WATER LINE EASEMENT AGREEMENT

This Water Line Easement Agreement (the "Agreement") is made and entered into this 31st day of March, 2026, by and between Fred M. Fehsenfeld & Suzanne Marie Fehsenfeld, husband and wife ("Grantor"), and the City of Carmel, Indiana, an Indiana municipal corporation ("Grantee").

RECITALS:

A. Grantor is the owner of certain real property located at 4415 West 116th Street in Hamilton County, Indiana ("Grantor's Property") more particularly described in Exhibit 1 attached hereto and incorporated herein.

B. Grantee, in connection with Grantee's improvement/construction of certain water utility line facilities (the "Project") requires a permanent, exclusive easement over, through, under, upon and across that portion of Grantor's Property more particularly described and depicted on Exhibit 2 attached hereto and incorporated herein, (the "Easement Property") to provide for the laying, installing, constructing, maintaining, operating, inspecting, altering, repairing, replacing and removing water utility lines, and all associated valves, pumps, fittings, meters, accessories and equipment on, over, through, under, upon and across the Easement Property (the "Improvements").

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein by reference and the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee, a non-exclusive, perpetual easement for the purpose of laying, installing, constructing, maintaining, operating, inspecting, altering, repairing, replacing and removing the Improvements on, over, through, under, upon and across the Easement Property. All Improvements shall be located underground or on the surface of (and, except for fire hydrants, not protruding above the surface of) such ground. Grantee shall have the right to remove from the Easement Property, without liability for replacement or repair (except as provided in paragraph 2 of this Agreement), any fences, structures, asphalt or concrete paving, curbing or other improvements, trees, bushes, earth berming, landscaping and other structures that exist prior to, at the time of, or after Grantee's acquisition of such easement. Grantee shall also have the right of ingress and egress over, upon and across the Grantor's Property for purposes of access to the Easement Property. The easement also includes the rights and privileges (i) to temporarily use, from time to time, additional space on the Grantor's Property, where available and necessary, for equipment and materials necessary for the installation, repair and maintenance of the Improvements located through, under or across the Easement Property, provided that such temporary use shall in all instances be subject to the reasonable approval of Grantor including, but not limited to, the location and periods of time of such use, and (ii) to do all acts and things requisite and necessary for the full enjoyment of the easement hereby granted.

2. Obligations of Grantee. Grantee shall maintain, repair, replace and service the Improvements. Subject to the location of the Improvements on the Easement Property, upon completion of the Project, Grantee shall repair, restore, and replace any damaged driveways, paths, sidewalks or parking areas on the Easement Property, and Grantee shall seed the affected portion of the Easement Property. Grantee shall not be obligated to restore any landscaping, trees, vegetation or similar items and shall have no other repair obligations other than as set forth herein. In the course of any work performed by Grantee pursuant to the rights granted it hereunder, Grantee shall (i) diligently pursue the completion of such work, (ii) use commercially reasonable efforts, to minimize any disruption or interference with the use and conduct of business upon Grantor's Property, and (iii) except for emergencies involving the public health, safety or welfare, not unreasonably impair vehicular or pedestrian access to and through Grantor's Property.

3. Rights Retained by Grantor. Grantor shall retain unto itself the right to use the Easement Property for any and all purposes and uses not inconsistent with the foregoing easement; provided, however, Grantor shall not erect or maintain any permanent structures, obstructions, or other improvements under and/or upon the surface of or over the Easement Property (provided, however, that the erection or maintenance of driveways, curbing, asphalt or concrete paving, paths, sidewalks, parking areas or similar improvements shall be permitted) or perform any act which would unreasonably impair or interfere with Grantee's use and enjoyment of the Easement Property or the easement herein granted. The immediately preceding sentence prohibits (among the other prohibitions effected by it) the erecting or maintaining in the Easement Property of any earthen mound or series or system of earthen mounds.

4. Obligations of Grantor. Grantor shall not install any fence, structure, or other improvements (other than those installed by Grantee and other than those permitted in this Agreement). Grantor shall mow and care for the grass located within the Easement Property. Grantor shall not block, impede or interfere with the Improvements or Grantee's access to or use of the Easement Property.

5. Easement and Covenants Appurtenant. The easement granted, created and made herein, together with the benefits thereof, shall run with the Grantor's Property and the Easement Property, inure to the benefit of Grantee and its grantees, successors and assigns and shall bind Grantor and its grantees, successors and assigns.

6. Environmental Matters. To Grantor's knowledge, neither Grantor's Property nor the Easement Property is currently subject to or threatened with any environmental lien, written claim or proceeding. Grantor agrees that between Grantor and Grantee, the acceptance of this Agreement by Grantee shall not increase the liability of Grantee for environmentally related claims arising from or related to (i) conditions on the Grantor's Property or the Easement Property prior to the acceptance of this Agreement unless caused by Grantee or Grantee's employees, agents, representatives and contractors; (ii) acts of Grantor or any other third party (other than Grantee's employees, agents, representatives and contractors); or (iii) conditions on the Grantor's Property or the Easement Property not created by Grantee or Grantee's employees, agents, representatives and contractors.

7. Other Obligations. Grantor agrees that this Agreement shall not transfer to Grantee any past, present, or future obligation(s) of Grantor to be responsible for, or to pay, any tax, assessment, or fee associated with or related to the Grantor's Property or Easement Property.

8. Waiver. Waiver by either party of any one default hereunder will not be deemed to be a waiver of any other default under this Agreement. Any remedy or election under this Agreement will not be deemed exclusive, but instead, whenever legally permissible, will be cumulative with all other remedies at law or in equity.

9. Amendment. Grantor and Grantee agree that this Agreement shall only be modified or released by the express, written consent of both Grantor and Grantee. Said consent, when duly recorded, shall run with the Grantor's Property and the Easement Property.

10. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and all prior agreements, communications and negotiations between the parties, either verbal or written, are hereby merged into this Agreement. This Agreement may be terminated, modified, or amended only by a writing signed by the parties, and no agreement or consent of any other persons (other than any mortgagee of the Grantor's Property) shall be necessary for such termination, modification, or amendment.

11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Indiana. Any litigation associated with or arising from this Agreement shall be filed with a court of competent jurisdiction within Hamilton County, Indiana.

12. Notice. Any and all notices, demands, requests, submissions, approvals, consents, or other communications or documents required to be given, delivered or served or which may be given, delivered or served under or by the terms and provisions of this Agreement or pursuant to law or otherwise, shall be in writing. All notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by certified or regular U.S. mail, postage prepaid, in which case notice shall be deemed delivered two business days after deposit in such mails, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt or refusal of delivery. All notices shall be addressed to the respective parties as follows:

If to Grantee: City of Carmel
One Civic Square
Carmel, Indiana 46032
Attn: Corporation Counsel

With a Copy to: City of Carmel
30 W. Main Street, Ste. 220
Carmel, Indiana 46032
Attn: Director of Utilities

If to Grantor: Fred M. Fehsenfeld & Suzanne Marie Fehsenfeld
4415 West 116th Street
Zionsville, IN 46077

13. Severability. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance, shall at any time or to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or

circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term, covenant, condition and provision of this Agreement shall continue to be valid, binding and enforceable to the fullest extent permitted by law.

14. Authority. The person(s) executing this instrument on behalf of Grantor hereby represent that they have the authority to bind Grantor to the terms and conditions set forth herein and that all necessary action therefore has been taken. Grantor further represents and warrants to Grantee that to Grantor's knowledge, Grantor is the fee simple owner of the Easement Property; that Grantor has the right to grant this easement; and that no approval of any other party is necessary for the granting of this Agreement or to the extent necessary has been obtained by Grantor.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Water Line Easement Agreement as of the day and year first above written.

GRANTOR:

Fred M. Fehsenfeld
Fred M. Fehsenfeld



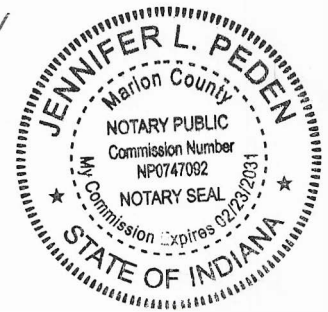
STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Fred M. Fehsenfeld and who having been duly sworn acknowledged execution of the foregoing "Water Line Easement Agreement".

WITNESS my hand and notarial seal, this 31st day of March, 2026.

My Commission Expires: 2/23/31 Notary Public Jennifer Peden
My County of Residence: Marion Printed Name: Jennifer Peden

Suzanne Marie Fehsenfeld
Suzanne Marie Fehsenfeld



STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Suzanne Marie Fehsenfeld and who having been duly sworn acknowledged execution of the foregoing "Water Line Easement Agreement".

WITNESS my hand and notarial seal, this 31st day of March, 2026.

My Commission Expires: 2/23/31 Notary Public Jennifer Peden
My County of Residence: Marion Printed Name: Jennifer Peden

GRANTEE:

THE CITY OF CARMEL

By and through its Board of Public Works and Safety

By: _____
Laura Campbell, Presiding Officer

Date: _____

By: _____
James Barlow, Member

Date: _____

By: _____
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 _____ by me known to be _____, who acknowledged execution of the foregoing Water Line Easement Agreement on behalf of the City of Carmel.

WITNESS my hand and notarial seal, this _____ day of _____, 2026.

My Commission Expires: _____ Signed Name: _____

My County of Residence: _____ Printed Name: _____

This instrument was prepared by Jason A. McNiel, ICE MILLER LLP, One American Square, Suite 2900, Indianapolis, Indiana 46282.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each and every Social Security number from this document, unless it is required by law. *Jason A. McNiel*

EXHIBIT 1

Grantor's Property

PARCEL I:

A part of the Northwest Quarter of Section 6, Township 17 North, Range 3 East, in Clay Township, Hamilton County, Indiana, described as follows:

Begin at a stake 524.34 feet West of the Southeast corner of the Northwest Quarter of Section 6, Township 17 North, Range 3 East; thence West on South line of said Quarter Section 524.33 feet to a stone; thence North parallel with the East line of said Quarter Section 2657.90 feet to a stone on the North line of said Quarter Section; thence East on the North line of said Quarter Section 524.33 feet to an iron stake; thence South parallel with the East line of said Quarter Section 2657.20 feet to the place of beginning.

AND ALSO

PARCEL II:

The entire East Half of Sixty-four (64) acres off of the East side of the Northwest Quarter of Section Six (6), Township Seventeen (17) North, Range Three (3) East, in Hamilton County, Indiana, being Thirty-two (32) acres more or less.

EXHIBIT 2

Easement Property

(Water Line Easement)

Legal Description:

A part of the Northwest Quarter of Section 6, Township 17 North, Range 3 East, Hamilton County, Indiana, more particularly described as follows and being part of the land described within Instrument Number 2023039166 of the Hamilton County Recorder's Office:

Commencing at a point at the Southeast Corner of the Northwest Quarter of Section 6, Township 17 North, Range 3 East; thence North 00 degrees 04 minutes 29 seconds West (bearing are derived from coordinates based on the Indiana State Plane Coordinate System, East Zone, NAD 83) 39.97 feet along the East Line of the Northwest Quarter of said Section 6 to the POINT OF BEGINNING of this description; thence South 89 degrees 18 minutes 35 seconds West 327.28 feet; thence South 00 degrees 31 minutes 16 seconds West 38.00 feet to the South Line of the Northwest Quarter of said Section 6; thence South 89 degrees 39 minutes 17 seconds West 20.00 feet along the South Line of the Northwest Quarter of said Section 6 ; thence North 00 degrees 31 minutes 16 seconds East 37.88 feet; thence South 89 degrees 18 minutes 35 seconds West 672.42 feet; thence South 00 degrees 01 minute 32 seconds East 33.83 feet to the South Line of the Northwest Quarter of said Section 6; thence South 89 degrees 39 minutes 17 seconds West 30.00 feet along the South Line of the Northwest Quarter of said Section 6 to the east line of Lot 2 of the Edge at West Carmel Secondary Plat being recorded as Plat Cabinet 6, Slide 521, Instrument Number 2024017284 within the Hamilton County Recorder's Office; thence North 00 degrees 01 minute 32 seconds West 53.64 feet along said east line of said Lot 2; thence North 89 degrees 18 minutes 35 seconds East 1049.69 feet to the East Line of the Northwest Quarter of said Section 6; thence South 00 degrees 04 minutes 29 seconds East 20.00 feet along said East Line to the POINT OF BEGINNING and containing 0.523 acres, more or less.

Depiction:

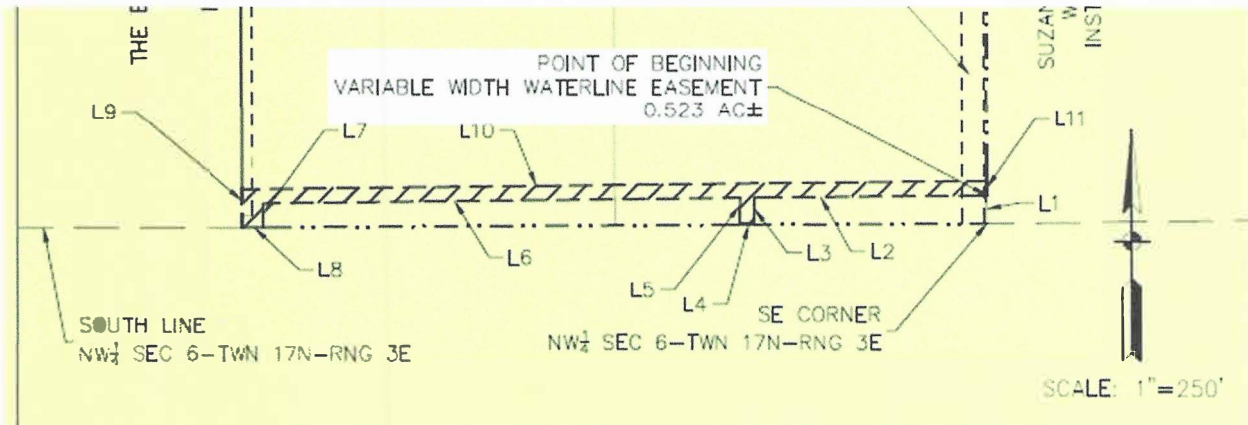


Exhibit 2-1

Line Table		
Line	Bearing	Distance (ft)
L1	N0°04'29"W	39.97
L2	S89°18'35"W	327.28
L3	S0°31'16"W	38.00
L4	S89°39'17"W	20.00
L5	N0°31'16"E	37.88
L6	S89°18'35"W	672.42
L7	S0°01'32"E	33.83
L8	S89°39'17"W	30.00
L9	N0°01'32"W	53.64
L10	N89°18'35"E	1049.69
L11	S0°04'29"E	20.00

Exhibit 2-2

WATER LINE EASEMENT AGREEMENT

This Water Line Easement Agreement (the "Agreement") is made and entered into this 31st day of March, 2026, by and between Suzanne M. Fehsenfeld ("Grantor") and the City of Carmel, Indiana, an Indiana municipal corporation ("Grantee").

RECITALS:

A. Grantor is the owner of certain real property located to the south of West 116th Street in Hamilton County, Indiana ("Grantor's Property"), which real property is legally described in Exhibit 1 attached hereto and incorporated herein.

B. Grantee, in connection with Grantee's improvement/construction of certain water utility line facilities (the "Project") requires a permanent, exclusive easement over, through, under, upon and across that portion of Grantor's Property more particularly described and depicted on Exhibit 2 attached hereto and incorporated herein, (the "Easement Property") to provide for the laying, installing, constructing, maintaining, operating, inspecting, altering, repairing, replacing and removing water utility lines, and all associated valves, pumps, fittings, meters, accessories and equipment on, over, through, under, upon and across the Easement Property (the "Improvements").

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein by reference and the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee, a non-exclusive, perpetual easement for the purpose of laying, installing, constructing, maintaining, operating, inspecting, altering, repairing, replacing and removing the Improvements on, over, through, under, upon and across the Easement Property. All Improvements shall be located underground or on the surface of (and, except for fire hydrants, not protruding above the surface of) such ground. Grantee shall have the right to remove from the Easement Property, without liability for replacement or repair (except as provided in paragraph 2 of this Agreement), any fences, structures, asphalt or concrete paving, curbing or other improvements, trees, bushes, earth berming, landscaping and other structures that exist prior to, at the time of, or after Grantee's acquisition of such easement. Grantee shall also have the right of ingress and egress over, upon and across the Grantor's Property for purposes of access to the Easement Property. The easement also includes the rights and privileges (i) to temporarily use, from time to time, additional space on the Grantor's Property, where available and necessary, for equipment and materials necessary for the installation, repair and maintenance of the Improvements located through, under or across the Easement Property, provided that such temporary use shall in all instances be subject to the reasonable approval of Grantor including, but not limited to, the location and periods of time of such use, and (ii) to do all acts and things requisite and necessary for the full enjoyment of the easement hereby granted.

2. Obligations of Grantee. Grantee shall maintain, repair, replace and service the Improvements. Subject to the location of the Improvements on the Easement Property, upon completion of the Project, Grantee shall repair, restore, and replace any damaged driveways, paths, sidewalks or parking areas on the Easement Property, and Grantee shall seed the affected portion of the Easement Property. Grantee shall not be obligated to restore any landscaping, trees, vegetation or similar items and shall have no other repair obligations other than as set forth herein. In the course of any work performed by Grantee pursuant to the rights granted it hereunder, Grantee shall (i) diligently pursue the completion of such work, (ii) use commercially reasonable efforts, to minimize any disruption or interference with the use and conduct of business upon Grantor's Property, and (iii) except for emergencies involving the public health, safety or welfare, not unreasonably impair vehicular or pedestrian access to and through Grantor's Property.

3. Rights Retained by Grantor. Grantor shall retain unto itself the right to use the Easement Property for any and all purposes and uses not inconsistent with the foregoing easement; provided, however, Grantor shall not erect or maintain any permanent structures, obstructions, or other improvements under and/or upon the surface of or over the Easement Property (provided, however, that the erection or maintenance of driveways, curbing, asphalt or concrete paving, paths, sidewalks, parking areas or similar improvements shall be permitted) or perform any act which would unreasonably impair or interfere with Grantee's use and enjoyment of the Easement Property or the easement herein granted. The immediately preceding sentence prohibits (among the other prohibitions effected by it) the erecting or maintaining in the Easement Property of any earthen mound or series or system of earthen mounds.

4. Obligations of Grantor. Grantor shall not install any fence, structure, or other improvements (other than those installed by Grantee and other than those permitted in this Agreement). Grantor shall mow and care for the grass located within the Easement Property. Grantor shall not block, impede or interfere with the Improvements or Grantee's access to or use of the Easement Property.

5. Easement and Covenants Appurtenant. The easement granted, created and made herein, together with the benefits thereof, shall run with the Grantor's Property and the Easement Property, inure to the benefit of Grantee and its grantees, successors and assigns and shall bind Grantor and its grantees, successors and assigns.

6. Environmental Matters. To Grantor's knowledge, neither Grantor's Property nor the Easement Property is currently subject to or threatened with any environmental lien, written claim or proceeding. Grantor agrees that between Grantor and Grantee, the acceptance of this Agreement by Grantee shall not increase the liability of Grantee for environmentally related claims arising from or related to (i) conditions on the Grantor's Property or the Easement Property prior to the acceptance of this Agreement unless caused by Grantee or Grantee's employees, agents, representatives and contractors; (ii) acts of Grantor or any other third party (other than Grantee's employees, agents, representatives and contractors); or (iii) conditions on the Grantor's Property or the Easement Property not created by Grantee or Grantee's employees, agents, representatives and contractors.

7. Other Obligations. Grantor agrees that this Agreement shall not transfer to Grantee any past, present, or future obligation(s) of Grantor to be responsible for, or to pay, any tax, assessment, or fee associated with or related to the Grantor's Property or Easement Property.

8. Waiver. Waiver by either party of any one default hereunder will not be deemed to be a waiver of any other default under this Agreement. Any remedy or election under this Agreement will not be deemed exclusive, but instead, whenever legally permissible, will be cumulative with all other remedies at law or in equity.

9. Amendment. Grantor and Grantee agree that this Agreement shall only be modified or released by the express, written consent of both Grantor and Grantee. Said consent, when duly recorded, shall run with the Grantor's Property and the Easement Property.

10. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and all prior agreements, communications and negotiations between the parties, either verbal or written, are hereby merged into this Agreement. This Agreement may be terminated, modified, or amended only by a writing signed by the parties, and no agreement or consent of any other persons (other than any mortgagee of the Grantor's Property) shall be necessary for such termination, modification, or amendment.

11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Indiana. Any litigation associated with or arising from this Agreement shall be filed with a court of competent jurisdiction within Hamilton County, Indiana.

12. Notice. Any and all notices, demands, requests, submissions, approvals, consents, or other communications or documents required to be given, delivered or served or which may be given, delivered or served under or by the terms and provisions of this Agreement or pursuant to law or otherwise, shall be in writing. All notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by certified or regular U.S. mail, postage prepaid, in which case notice shall be deemed delivered two business days after deposit in such mails, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt or refusal of delivery. All notices shall be addressed to the respective parties as follows:

If to Grantee: City of Carmel
One Civic Square
Carmel, Indiana 46032
Attn: Corporation Counsel

With a Copy to: City of Carmel
30 W. Main Street, Ste. 220
Carmel, Indiana 46032
Attn: Director of Utilities

If to Grantor: Fred M. Fehsenfeld & Suzanne Marie Fehsenfeld
4415 West 116th Street
Zionsville, IN 46077

13. Severability. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance, shall at any time or to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or

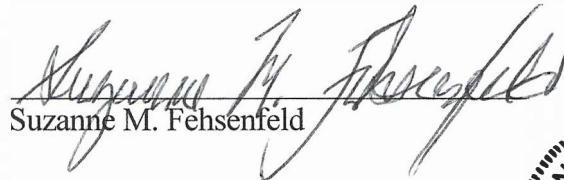
circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term, covenant, condition and provision of this Agreement shall continue to be valid, binding and enforceable to the fullest extent permitted by law.

14. Authority. The person(s) executing this instrument on behalf of Grantor hereby represent that they have the authority to bind Grantor to the terms and conditions set forth herein and that all necessary action therefore has been taken. Grantor further represents and warrants to Grantee that to Grantor's knowledge, Grantor is the fee simple owner of the Easement Property; that Grantor has the right to grant this easement; and that no approval of any other party is necessary for the granting of this Agreement or to the extent necessary has been obtained by Grantor.

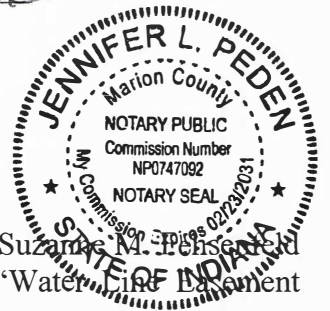
[Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Water Line Easement Agreement as of the day and year first above written.

GRANTOR:


Suzanne M. Fehsenfeld

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)



Before me, a Notary Public in and for said County and State, personally appeared Suzanne M. Fehsenfeld and who having been duly sworn acknowledged execution of the foregoing "Water Line Easement Agreement".

WITNESS my hand and notarial seal, this 31st day of March, 2026.

My Commission Expires: 2/23/31

Notary Public Jennifer Peden

My County of Residence: Marion

Printed Name: Jennifer Peden

GRANTEE:

THE CITY OF CARMEL

By and through its Board of Public Works and Safety

By: _____
Laura Campbell, Presiding Officer

Date: _____

By: _____
James Barlow, Member

Date: _____

By: _____
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 _____ by me known to be _____, who acknowledged execution of the foregoing Water Line Easement Agreement on behalf of the City of Carmel.

WITNESS my hand and notarial seal, this _____ day of _____, 2026.

My Commission Expires: _____ Signed Name: _____

My County of Residence: _____ Printed Name: _____

This instrument was prepared by Jason A. McNiel, ICE MILLER LLP, One American Square, Suite 2900, Indianapolis, Indiana 46282.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each and every Social Security number from this document, unless it is required by law. *Jason A. McNiel*

Signature Page- Water Line Easement

EXHIBIT 1

Grantor's Property

Part of the Northeast Quarter of Section 6, Township 17 North, Range 3 East in Clay Township, Hamilton County, Indiana, more particularly described as follows:

Beginning at a 5/8 inch rebar with red cap on the West line of said Northeast Quarter Section being South 00 degrees 17 minutes 28 seconds West (assumed bearing) 1664.65 feet from the Northwest corner of said Quarter Section; thence North 89 degrees 40 minutes 32 seconds East 660.26 feet to a 5/8 inch rebar with red cap on the East line of the West Half of the Southwest Quarter of said Quarter Section; thence South 00 degrees 19 minutes 19 seconds West along said East line 990.07 feet to a point on the South line of said Quarter Section, thence South 89 degrees 40 minutes 32 seconds West along said South line 659.73 feet to the Southwest corner of said Quarter Section; thence North 00 degrees 17 minutes 28 seconds East along said West line 990.07 feet to the point of beginning and containing 15.00 acres, more or less.

Exhibit 1-1

EXHIBIT 2

Easement Property

(Water Line Easement)

Legal Description:

A part of the Northeast Quarter of Section 6, Township 17 North, Range 3 East, Hamilton County, Indiana, more particularly described as follows and being part of the land described within Instrument Number 200000006640 of the Hamilton County Recorder's Office:

Commencing at a point at the Southwest Corner of the Northeast Quarter of Section 6, Township 17 North, Range 3 East; thence North 00 degrees 04 minutes 29 seconds West (bearing are derived from coordinates based on the Indiana State Plane Coordinate System, East Zone, NAD 83) 39.97 feet along the West Line of the Northeast Quarter of said Section 6 to the POINT OF BEGINNING of this description; thence North 00 degrees 04 minutes 29 seconds West 20.00 feet along said West Line; thence North 89 degrees 18 minutes 35 seconds East 659.80 feet to west line of Lot 65 of the Weston Ridge Section Two Secondary Plat recorded as Plat Cabinet 2, Slide 3, Instrument Number 9709732204 of the Hamilton County Recorder's Office; thence South 00 degrees 02 minutes 24 seconds East 59.97 feet along the west line of said Lot 65 to the South Line of the Northeast Quarter of said Section 6; thence South 89 degrees 18 minutes 35 seconds West 20.00 feet along said South Line; thence North 00 degrees 02 minutes 24 seconds West 39.97 feet; thence South 89 degrees 18 minutes 35 seconds West 639.79 feet to the POINT OF BEGINNING and containing 0.321 acres, more or less.

Depiction:

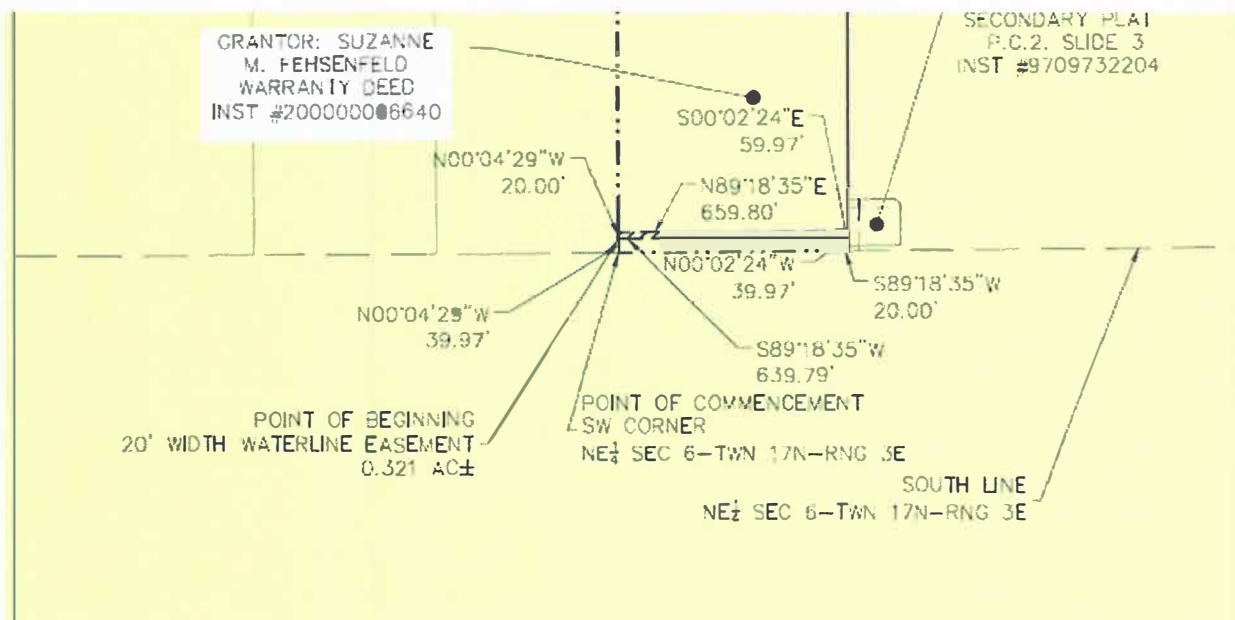


Exhibit 2-1

RESOLUTION NO. BPW- 05-20-26-01

**A RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY
APPOINTING SPECIAL POLICE OFFICER**

WHEREAS, the Animal Control Specialists/Community Service Officers (“CSOs”) are civilian employees of the Carmel Police Department who enforce the parking and animal control provisions of Carmel City Code; and

WHEREAS, numerous parking and animal code enforcement provisions fall exclusively under Indiana Code, and, as civilian employees, CSOs do not currently have the power to enforce infractions under Indiana Code; and

WHEREAS, Indiana Code § 36-8-3-7 grants the City of Carmel Board of Public Works and Safety (the “Safety Board”) authority to “appoint and swear an additional number of special police officers[], to do special duty within the city” (“Special Police Officers”); and

WHEREAS, Indiana Code § 36-8-3-7 provides that Special Police Officers shall only have those powers, privileges, and duties assigned to them by the Safety Board and only while fulfilling the specific responsibilities for which the appointment is made, must wear a uniform that is easily distinguishable from uniforms for state and local law enforcement agencies, and may be removed by the Safety Board at any time without notice and without cause; and

WHEREAS, Special Police Officers under Indiana Code § 36-8-3-7 are specifically exempted from the basic training requirements for a law enforcement officer under Indiana Code Chapter 5-2-1; and

WHEREAS, in order to better balance resources and improve economic efficiency, the Carmel Police Department requests that the Safety Board authorize CSO Dylan Stiles to enforce certain infractions under Indiana Code; and

WHEREAS, the Safety Board, pursuant to its authority under Indiana Code § 36-8-3-7, now desires to appoint and swear CSO Dylan Stiles as a Special Police Officer for the limited purpose of enforcing the parking and animal code provisions under Indiana Code where the violations of said provisions are infractions.

NOW, THEREFORE, BE IT RESOLVED by the City of Carmel Board of Public Works and Safety, that:

Section 1. The foregoing Recitals are incorporated herein by this reference.

Section 2. CSO Dylan Stiles is hereby appointed, under Indiana Code § 36-8-3-7, as a Special Police Officers for the City of Carmel for the limited purpose of enforcing parking and animal code enforcement provisions of Indiana Code where the violations of said provisions constitute an infraction, pursuant to the following conditions:

- (a) While carrying out the specific responsibilities for which he is appointment as a Special Police Officer, Dylan Stiles shall:
 - (i) Continue at his current rate of pay with the Carmel Police Department;
 - (ii) Wear the CSO uniform that shall remain easily distinguishable from uniforms for state and local law enforcement agencies;
 - (iii) Remain an at-will employee of the Carmel Police Department;
 - (iv) Obey the rules of the Carmel Police Department; and
 - (v) Be subject to the Police Chief.
- (b) While carrying out the specific responsibilities for which he is appointment as a Special Police Officer, Dylan Stiles shall not:
 - (i) Carry a firearm on his person;
 - (ii) Make an arrest; or

- (iii) Conduct a search or a seizure of a person or property, except for the impoundment of animals and/or towing of vehicles, as permitted by Indiana Code and/or Carmel City Code.
- (c) Dylan Stiles shall continue his appointment as a Special Police Officers until the Safety Board removes his appointment or until he is removed from employment with the City, whichever occurs first.

ALL OF WHICH IS RESOLVED by the City of Carmel Board of Public Works and Safety, this ____ day of _____, 2026.

CARMEL BOARD OF PUBLIC WORKS AND SAFETY

By:

Laura Campbell, Presiding Officer
Date: _____

James Barlow, Member
Date: _____

Alan Potasnik, Member
Date: _____

ATTEST:

Jacob Quinn, City Clerk
Date: _____

OATH OF SPECIAL POLICE OFFICER

I, _____, do solemnly swear
that I will support the Constitution of the United States
and the Constitution of the State of Indiana,
and that I will faithfully and impartially discharge my duties
as a Special Police Officer of the City of Carmel, Indiana,
according to the law and the best of my ability,
so help me God.

RESOLUTION NO. BPW 05-20-26-02

**A RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY
OF THE CITY OF CARMEL, INDIANA, APPROVING THE TRANSFER AND
PRESENTATION OF PISTOL AND BADGE**

WHEREAS, pursuant to Indiana Code § 5-22-22-6, the Board of Public Works and Safety of the City of Carmel, Indiana (“Board”), may transfer to another certain personal property; and

WHEREAS, Sergeant David Kinyon has provided 20 years of meritorious service to the Carmel community as a Carmel Police Officer, and will be retiring on May 20, 2026; and

WHEREAS, it has been a long-standing policy and practice of the Carmel Police Department, and it is the Police Chief’s desire (Exhibit A), to present to each of its sworn officers, upon retirement, their badge and firearm.

NOW, THEREFORE, BE IT RESOLVED by the Board, as follows:

Section 1. The foregoing Recitals are incorporated herein by this reference.

Section 2. The following items may be transferred and presented to Sergeant David Kinyon upon his retirement, at the direction of the Chief of Police:

Sergeant David Kinyon’s Service Weapon, Glock Model 17, 9 mm Pistol, and Carmel Police Department Badge/marked “Retired.”

SO RESOLVED.

Resolution No. BPW 05-20-26-02

Page One of Two Pages

This Resolution was prepared by Benjamin Legge, City Attorney, on May 11, 2026, at 1:20 p.m. No subsequent revision to this Resolution has been reviewed by Mr. Legge for legal sufficiency or otherwise.

PASSED by the Board of Public Works and Safety of the City of Carmel, Indiana, this ____ day of _____, 2026, by a vote of _____ ayes and _____ nays.

CITY OF CARMEL, INDIANA
By and through its Board of Public Works and Safety (“Board”)

By: _____
Laura Campbell, Presiding Officer
Date: _____

James Barlow, Member
Date: _____

Alan Potasnik, Member
Date: _____

ATTEST:

Jacob Quinn, Clerk
Date: _____

Resolution No. BPW 05-20-26-02
Page Two of Two Pages

This Resolution was prepared by Benjamin Legge, City Attorney, on May 11, 2026, at 1:20 p.m. No subsequent revision to this Resolution has been reviewed by Mr. Legge for legal sufficiency or otherwise.



CARMEL POLICE

COMPASSION | HONOR | INTEGRITY | PROFESSIONALISM



May 11, 2026

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

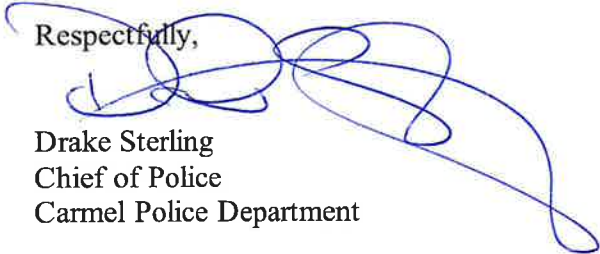
Dear Members:

I respectfully request Board approval to have the below listed weapon and badge deleted from the Police Department inventory:

Glock Model 17, 9mm Pistol and accessories.
Carmel Police Department Badge marked Retired.

As has been the custom and practice of the City and Department, the weapon and badge will be presented to Sergeant David Kinyon who will retire on May 20, 2026, from the Carmel Police Department, with twenty years of service to the Carmel community as a police officer.

Respectfully,


Drake Sterling
Chief of Police
Carmel Police Department

“Exhibit A”

**NOTICE OF PUBLIC HEARING CONCERNING AN
ADDITIONAL APPROPRIATION BY THE BOARD OF PUBLIC WORKS AND
SAFETY OF THE CITY OF CARMEL, INDIANA, ACTING AS THE BOARD OF
DIRECTORS OF THE DEPARTMENT OF STORM WATER
MANAGEMENT OF THE CITY OF CARMEL, INDIANA**

Notice is hereby given that the Board of Public Works and Safety of the City of Carmel, Indiana, acting as the Board of Directors of the Department of Storm Water Management of the Storm Water District of the City of Carmel, Indiana (the “Board” and such Storm Water District, the “District”), will hold a public hearing at 10:00 a.m. on May 20, 2026, in the City Hall Council Chambers, located at One Civic Square, Carmel, Indiana, on the matter of appropriating the proceeds of certain refunding bonds of the District, , to be issued in one or more series (collectively, the “Bonds”), in an amount not to exceed Twenty-Four Million Dollars (\$24,000,000), together with all interest earnings thereon. The proceeds received by the District from the sale of the Bonds, together with all interest earnings thereon, will be used by the District to refund all or a portion of the District’s (a) Storm Water District Bonds, Series 2016, and/or (b) Storm Water District Revenue Bonds, Series 2020 (collectively, the “Prior Bonds”), in order to lower the interest costs associated with the Prior Bonds and/or provide gross cash flow savings, all for the benefit of the District (the “Refunding”) and to pay all or a portion of the costs or expenses incurred in connection therewith.

Said appropriation is in addition to any appropriations provided for in the existing budget and tax levy. Funds to cover said appropriation are to be provided from the proceeds of the Bonds, together with interest earnings thereon, in the amount set forth in this notice. At said public hearing, all persons shall have the right to appear and be heard on the necessity of said appropriation.

Dated this 4th day of May, 2026.

BOARD OF DIRECTORS OF THE
DEPARTMENT OF STORM WATER
MANAGEMENT OF THE CITY OF
CARMEL, INDIANA

ADDITIONAL INFORMATION FOR DLGF GATEWAY REQUIREMENTS

Fund Number: 930/Home Rule Fund #9529
Fund Name: 2026 Storm Water District Refunding Bonds
Account Name: 2026 Storm Water Refunding
Account Number: #4354031
Appropriation Amount: \$24,000,000

[TO BE UPLOADED TO THE DLGF GATEWAY ON MAY 4, 2026]

RESOLUTION NO. 05-20-26-03

BOND RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY, ACTING AS THE BOARD OF DIRECTORS OF THE DEPARTMENT OF STORM WATER MANAGEMENT FOR THE CITY OF CARMEL, INDIANA

WHEREAS, the City of Carmel, Indiana (the “City”) has heretofore adopted the provisions of IC 8-1.5-5 establishing the Storm Water District of the City of Carmel, Indiana (the “District”), governed by the Board of Public Works and Safety, acting as the Board of Directors of the Department of Storm Water Management of the City (the “Board”), and has established, constructed and financed a municipal storm water drainage and collection system for the purpose of providing for storm water management to the residents and users in the City (the “System”) and now owns and operates the System pursuant to IC 8-1.5-5 et seq., as in effect on the issue date of the bonds which are authorized herein (the “Act”); and

WHEREAS, the District previously issued its City of Carmel, Indiana Storm Water District Bonds, Series 2016, dated May 5, 2016 (the “Series 2016 Bonds”), in the original aggregate principal amount of \$30,720,000, pursuant to a bond resolution adopted by the Board on January 4, 2016, as amended, for the purpose of procuring funds to finance the costs of certain improvements to the System, fund a debt service reserve fund, and pay costs incurred on the account of the issuance and sale of the Series 2016 Bonds; and

WHEREAS, the District previously issued its City of Carmel, Indiana Storm Water District Revenue Bonds, Series 2020, dated August 3, 2020 (the “Series 2020 Bonds”), in the original aggregate principal amount of \$6,700,000, pursuant to a bond resolution adopted by the Board on February 3, 2016, as amended, for the purpose of procuring funds to finance the costs of certain improvements to the System, fund a debt service reserve fund, and pay costs incurred on the account of the issuance and sale of the Series 2020 Bonds; and

WHEREAS, the Series 2016 Bonds are currently outstanding in the aggregate principal amount of \$18,540,000, and are subject to redemption, at the option of the District, on any date on or after July 15, 2026; and

WHEREAS, the Series 2020 Bonds are currently outstanding in the aggregate principal amount of \$3,975,000, and are subject to redemption, at the option of the District, on any date on or after January 1, 2026; and

WHEREAS, Indiana Code 5-1-5 and Indiana Code 8-1.5-5, each as amended, authorize the refunding of bonds issued by the District; and

WHEREAS, due to favorable market conditions and in order to alleviate restrictive covenants, the District desires to refund all or a portion of the outstanding Series 2016 Bonds and/or the Series 2020 Bonds (collectively, the “Refunded Bonds”) in order to effect a savings in the interest costs on the Refunded Bonds and/or provide a gross cash flow savings to the District; and

WHEREAS, the Board has determined that it should authorize the issuance of one or more series of the District’s refunding bonds, as herein provided, for the purpose of providing funds to

(a) effect a refunding of all or a portion of the Refunded Bonds, (b) fund a debt service reserve funds or pay the premium for a debt service reserve fund surety policy, if necessary, and (c) pay the costs incurred on the account of the issuance and sale of such refunding bonds, including any premiums for a municipal bond insurance policy or other form of credit enhancement for such refunding bonds (collectively, the “Refunding”); and

WHEREAS, the Board shall obtain all necessary approvals required by law for the issuance of the bonds authorized hereby, including the approval of the Common Council of the City; and

WHEREAS, it is necessary that the refunding bonds of the District be issued in one or more series in an amount not to exceed \$24,000,000, to provide funds to pay the costs of the Refunding; and

WHEREAS, the District reasonably expects to pay debt service on the Bonds from available revenues of the District, including surplus revenues of the System, deposited in its revenues account; however, the payment of debt service on the Bonds will be secured solely by a back-up pledge of the revenues derived by the District from the levy of a special benefits tax pursuant to Indiana Code 8-1.5-5-22; and

WHEREAS, the Board finds that there are not available sufficient funds of the storm water utility to expend on the Refunding and that bonds of the District shall be issued to pay for costs of the Refunding, including incidental expenses; and

WHEREAS, under the governing statutes it is necessary to make an appropriation to pay items to be financed with such bonds, and it has been determined that said appropriation be made at this time; and

WHEREAS, notice has been given and this date a public hearing has been conducted regarding such appropriation, as required by Indiana law; and

WHEREAS, the Board now finds that all conditions precedent to the adoption of a resolution authorizing the issuance of said bonds have been complied with in accordance with the provisions of IC 8-1.5-5 as in effect on the date of delivery of the bonds authorized herein (the “Act”);

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY, ACTING AS THE BOARD OF DIRECTORS OF THE DEPARTMENT OF STORM WATER MANAGEMENT FOR THE CITY OF CARMEL, INDIANA, as follows:

Section 1. Authorization of Refunding. To obtain a reduction in interest payments, to alleviate restrictive covenants, and/or to effect a savings to the District, the Board shall proceed to undertake the Refunding in accordance with the procedures set forth in the Act and other applicable laws.

Section 2. Authorization and Details of Bonds; Appropriation of Proceeds. (a) For the purpose of procuring funds with which to pay the costs of the Refunding, and the cost of issuance of bonds on account thereof, the City, acting for and on behalf of the Board and the

District, shall borrow money in an amount not to exceed Twenty-Four Million Dollars (\$24,000,000,).

(b) In order to procure such funds the CFO/Controller of the City (the “Controller”) is authorized and directed to have prepared and to issue and sell bonds of the District in the name of the City, in one or more series, payable solely from a special benefits tax levied on all taxable property within the District, to be designated as the “City of Carmel, Indiana Storm Water District Refunding Bonds, Series 2026” (with such further or different series designations as may be necessary or appropriate), in an aggregate principal amount not to exceed Twenty-Four Million Dollars (\$24,000,000) for all series (collectively, the “Bonds”) for the purpose of procuring funds to apply to the cost of the Refunding, including the issuance costs of the Bonds. An appropriation in the amount not to exceed Twenty-Four Million Dollars (\$24,000,000), together with all investment earnings thereon, shall be made to pay for the governmental purposes to be financed by the Bonds, and the funds to meet said appropriation shall be provided out of the proceeds of the Bonds and any investment earnings thereon. Said appropriation shall be in addition to all other appropriations provided for in the existing budget and tax levy.

(c) The Bonds shall be issued in fully registered form in the denomination of \$5,000 or an integral multiple thereof, numbered consecutively from 1 up, and shall bear interest at a rate or rates per annum not to exceed five percent (5.00%) (the exact rate or rates to be determined by bidding), which interest shall be payable semiannually on January 15 and July 15 of each year (or such other dates as may be determined to be necessary or appropriate by the Controller prior to the sale of the Bonds), beginning no earlier than January 15, 2027. Interest shall be calculated according to a 360-day calendar year containing twelve 30-day months. The Bonds shall be sold at not less than 99% of their par value plus accrued interest to the date of delivery and shall be dated as of the first date of the month in which the Bonds are sold or the dated as of the date of delivery. The Bonds shall mature semiannually, or be subject to mandatory redemption on January 15 or July 15, with the first principal payment date no earlier than January 15, 2027 and the final principal payment date on or before January 15, 2036 (or on such other dates as may be determined by the Controller prior to the sale of the Bonds, with the advice of the District’s municipal advisor), provided, however, any series or portion of the Bonds allocable to the refunding of the Series 2020 Bonds shall have a final maturity date on or before January 15, 2033.

All or a portion of the Bonds may be issued as one or more term bonds, upon election of the successful bidder. Such term bonds shall have a stated maturity or maturities consistent with the principal payment schedule to be established as described above. The term bonds shall be subject to mandatory sinking fund redemption and final payments) at maturity at 100% of the principal amount thereof, plus accrued interest to the redemption date, on principal payment dates which are in accordance with the schedule to be determined in accordance with the above paragraph.

(d) The Controller is hereby authorized to request proposals from banking institutions to serve as registrar and paying agent and to select a qualified banking institution to serve as registrar and paying agent for the Bonds and all such actions are hereby ratified and approved. The Controller is hereby authorized to enter into such agreements or understandings with such institution as will enable the institution to perform the services required or a registrar and paying agent. The Controller is further authorized to pay such fees as the institution may charge for the

services it provides as registrar and paying agent, and such fees may be paid from the District's Bond Fund (as defined herein) created to pay the principal of and interest on the Bonds.

(e) The principal of and premium, if any, on the Bonds shall be payable at the principal office of the Paying Agent. Interest on the Bonds shall be paid by check mailed one business day prior to the payment date to the registered owner thereof at the address as it appears on the registration books kept by the Registrar as of the date which is fifteen (15) days prior to an interest payment date (the "Record Date") or at such other address as is provided to the Paying Agent in writing by such registered owner. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall be instructed to wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time). All payments on the Bonds shall be made in lawful money of the United States of America, which on the date of such payment shall be legal tender for the payment of public and private debts.

(f) Each Bond shall be transferable or exchangeable only upon the books of the City kept for that purpose at the principal office of the Registrar, by the registered owner or by its attorney duly authorized in writing, upon surrender of such Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner or its attorney duly authorized in writing, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case maybe, in exchange therefor. The City and the Registrar and Paying Agent may treat and consider the person in whose name such Bonds are registered as the absolute owner thereof for all purposes including for the purpose of receiving payment of, or on account of, the principal thereof and interest due thereon. The Bonds may be transferred or exchanged without cost to the owners of the Bonds except for any tax or governmental charge required to be paid with respect to the transfer or exchange, which taxes or governmental charges are payable by the person requesting such transfer or exchange. The Registrar and Paying Agent will not be required to (i) register, transfer or exchange any Bond during the period of 15 days next preceding mailing of a notice of redemption of any Bonds, or (ii) to register, transfer or exchange any Bonds selected, called or being called for redemption in whole or in part after mailing notice of such call.

(g) The Bonds shall bear an original date which shall be the first day of the month in which the Bonds are sold or the date of delivery thereof, and each Bond shall also bear the date of its authentication. Bonds authenticated on or before the Record Date immediately preceding the first interest payment date shall be paid interest from the original date. Bonds authenticated thereafter shall be paid interest from the interest payment date to which interest has been paid next preceding the date of authentication of such Bonds unless the Bonds are authenticated between the Record Date and the interest payment date, in which case interest thereon shall be paid from such interest payment date.

(h) The Bonds shall be signed in the name of the City of Carmel by the manual or facsimile signature of the Mayor, and the seal of the City shall be affixed, imprinted, engraved or otherwise reproduced thereon and attested by the manual or facsimile signature of the Controller.

The Bonds shall be authenticated with the manual signature of the Registrar, and no Bond shall be valid or become obligatory for any purpose until the certificate of authentication thereon shall have been so executed. The Bonds shall, subject to the provisions hereof for registration, in the hands of bona fide holders, be negotiable under the laws of the State of Indiana.

(i) The City has determined that it may be beneficial to the City to have the Bonds held by a central depository system pursuant to an agreement between the City and The Depository Trust Company, Brooklyn, New York (“Depository Trust Company”) and have transfers of the Bonds effected by book-entry on the books of the central depository system (“Book Entry System”). The Bonds may be initially issued in the form of a separate single authenticated fully registered Bond for the aggregate principal amount of each separate maturity of the Bonds. In such case, upon initial issuance, the ownership of such Bonds shall be registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company.

With respect to the Bonds registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company, the City and the Paying Agent shall have no responsibility or obligation to any other holders or owners (including any beneficial owner (“Beneficial Owner”)) of the Bonds with respect to (i) the accuracy of the records of the Depository Trust Company, CEDE & CO., or any Beneficial Owner with respect to ownership questions, (ii) the delivery to any bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any notice with respect to the Bonds including any notice of redemption, or (iii) the payment to any bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any amount with respect to the principal of, or premium, if any, or interest on the Bonds except as otherwise provided herein.

No person other than the Depository Trust Company shall receive an authenticated Bond evidencing an obligation of the City to make payments of the principal of and premium, if any, and interest on the Bonds pursuant to this resolution. The City and the Registrar and Paying Agent may treat as and deem the Depository Trust Company or CEDE & CO. to be the absolute bondholder of each of the Bonds for the purpose of (i) payment of the principal of and premium, if any, and interest on such Bonds; (ii) giving notices of redemption and other notices permitted to be given to bondholders with respect to such Bonds; (iii) registering transfers with respect to such Bonds; (iv) obtaining any consent or other action required or permitted to be taken of or by bondholders; (v) voting; and (vi) for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the order of the Depository Trust Company, and all such payments shall be valid and effective fully to satisfy and discharge the City’s and the Paying Agent’s obligations with respect to principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. Upon delivery by the Depository Trust Company to the City of written notice to the effect that the Depository Trust Company has determined to substitute a new nominee in place of CEDE & CO., and subject to the provisions herein with respect to consents, the words “CEDE & CO.” in this resolution shall refer to such new nominee of the Depository Trust Company. Notwithstanding any other provision hereof to the contrary, so long as any Bond is registered in the name of CEDE & CO., as nominee of the Depository Trust Company, all payments with respect to the principal of and premium, if any, and interest on such Bonds and all notices with respect to such Bonds shall be made and given, respectively, to the Depository Trust Company as provided in a representation letter from the City to the Depository Trust Company.

Upon receipt by the City of written notice from the Depository Trust Company to the effect that the Depository Trust Company is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of the Depository Trust Company hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, then the Bonds shall no longer be restricted to being registered in the register of the City kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company, but maybe registered in whatever name or names the bondholders transferring or exchanging the Bonds shall designate, in accordance with the provisions of this resolution.

If the City determines that it is in the best interest of the bondholders that they be able to obtain certificates for the fully registered Bonds, the City may notify the Depository Trust Company and the Registrar, whereupon the Depository Trust Company will notify the Beneficial Owners of the availability through the Depository Trust Company of certificates for the Bonds. In such event, the Registrar shall prepare, authenticate, transfer and exchange certificates for the Bonds as requested by the Depository Trust Company and any Beneficial Owners in appropriate amounts, and whenever the Depository Trust Company requests the City and the Registrar to do so, the Registrar and the City will cooperate with the Depository Trust Company by taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the fully registered Bonds of any Beneficial Owner's Depository Trust Company account or (ii) to arrange for another securities depository to maintain custody of certificates for and evidencing the Bonds.

If the Bonds shall no longer be restricted to being registered in the name of the Depository Trust Company, the Registrar shall cause said Bonds to be printed in blank in such number as the Registrar shall determine to be necessary or customary; provided, however, that the Registrar shall not be required to have such Bonds printed until it shall have received from the City indemnification for all costs and expenses associated with such printing.

In connection with any notice or other communication to be provided to bondholders by the City or the Registrar with respect to any consent or other action to be taken by bondholders, the City or the Registrar, as the case may be, shall establish a record date for such consent or other action and give the Depository Trust Company notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible.

So long as said Bonds are registered in the name of the Depository Trust Company or CEDE & CO. or any substitute nominee, the City and the Registrar and Paying Agent shall be entitled to request and to rely upon a certificate or other written representation from the Beneficial Owners of the Bonds or from the Depository Trust Company on behalf of such Beneficial Owners stating the amount of their respective beneficial ownership interests in the Bonds and setting forth the consent, advice, direction, demand or vote of the Beneficial Owners as of a record date selected by the Registrar and the Depository Trust Company, to the same extent as if such consent, advice, direction, demand or vote were made by the bondholders for purposes of this resolution and the City and the Registrar and Paying Agent shall for such purposes treat the Beneficial Owners as the bondholders. Along with any such certificate or representation, the Registrar may request the Depository Trust Company to deliver, or cause to be delivered, to the Registrar a list of all Beneficial Owners of the Bonds, together with the dollar amount of each Beneficial Owner's interest in the Bonds and the current addresses of such Beneficial Owners.

Section 3. Redemption of Bonds. The Bonds may be called for redemption at the option of the City no sooner than seven years after the original date of the Bonds, and on any date thereafter, on thirty (30) days' notice, in whole or in part, in the order and amounts of maturity determined by the City and by lot within a maturity, at face value, together with a premium (if any) not to exceed 1.00% plus accrued interest to the date fixed for redemption. The exact redemption provisions shall be established by the Controller, with the advice of the City's municipal advisor prior to the sale of the Bonds. The Controller may determine, prior to the sale of the Bonds, that the Bonds shall not be subject to optional redemption prior to maturity at the option of the City.

If any Bond is issued as a term bond, the Registrar shall credit against the mandatory sinking fund requirement for the Bonds maturing as term bonds, and corresponding mandatory redemption obligation, in the order determined by the City, any term bonds maturing on the same date which have previously been redeemed (otherwise than as a result of a previous mandatory redemption requirement) or delivered to the Registrar for cancellation or purchased for cancellation by the City and not theretofore applied as a credit against any redemption obligation. Each term bond so delivered or canceled shall be credited by the Registrar at 100% of the principal amount thereof against the mandatory sinking fund obligation on such mandatory redemption date for that term bond. Any excess of such amount shall be credited on future redemption obligations, and the principal amount of that term bond to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced.

If less than an entire maturity of the Bonds is called for redemption at one time, the Bonds to be called shall be selected by lot by the Registrar. Each Five Thousand Dollars (\$5,000) principal amount shall be considered a separate Bond for purposes of optional and mandatory redemption. If some Bonds are to be redeemed by optional redemption and mandatory sinking fund redemption on the same date, the Registrar shall select by lot the Bonds for optional redemption before selecting the Bonds by lot for the mandatory sinking fund redemption.

In either case, notice of redemption shall be mailed to the address of the registered owner as shown on the registration records of the Registrar, as of the date which is forty-five (45) days prior to the date fixed for redemption, not less than thirty (30) days prior to such redemption date, unless notice is waived by the owner of the Bond or Bonds redeemed. Any notice of redemption required under this section shall identify the Bonds to be redeemed including the complete name of the Bonds, the interest rate, the issue date, the maturity date, the respective CUSIP numbers (if any) and certificate numbers (and, in the case of a partial redemption, the respective principal amounts to be called) and shall state (i) the date fixed for redemption, (ii) the redemption price, (iii) that the Bonds called for redemption must be surrendered to collect the redemption price, (iv) the address of the principal corporate trust office of the Registrar and Paying Agent at which the Bonds must be surrendered together with the name and telephone number of a person to contact from the office of the Registrar and Paying Agent, (v) any condition precedent to such redemption, (vi) that on the date fixed for redemption, and upon the satisfaction of any condition precedent described in the notice, the redemption price will be due and payable upon each such Bond or portion thereof and that interest on the Bonds called for redemption ceases to accrue on the date fixed for redemption, and (vii) that if such condition precedent is not satisfied, such notice of redemption is rescinded and of no force and effect, and the principal and premium, if any, shall continue to bear interest on and after the date fixed for redemption at the interest rate borne by the

Bond. The place of redemption may be determined by the City. Interest on the Bonds so called for redemption shall cease and the Bonds will no longer be deemed outstanding under this resolution on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price, including accrued interest to the redemption date, on the date so named. Failure to give such notice by mailing, or any defect in such notice, with respect to any Bond shall not affect the validity of any proceedings for redemption of other Bonds.

If the Bonds are not presented for payment or redemption on the date fixed therefor, the City may deposit in trust with the Paying Agent, an amount sufficient to pay such Bond or the redemption price, as the case may be, including accrued interest to the date of such payment or redemption, and thereafter the registered owner shall look only to the funds so deposited in trust with the Paying Agent for payment, and the City shall have no further obligation or liability in respect thereto.

Section 4. Covenant to Levy Tax. The Bonds are not a corporate obligation or indebtedness of the City, but are, except as otherwise provided in section 9(c) of this resolution, the obligation and indebtedness of the District, as a special taxing district, and the Bonds, together with interest thereon, shall be payable solely out of the special benefits tax levied on all property of the District. Except as otherwise provided in section 9(c) of this resolution, the City, acting through the Board, covenants that it will cause a special tax for the payment of the principal of and the interest on the Bonds to be levied, collected and applied for that purpose.

Section 5. Form of Bond. The form of the Bonds shall be substantially as follows:

No. __

UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF HAMILTON

CITY OF CARMEL

STORM WATER DISTRICT REFUNDING BONDS, SERIES 2026

Interest <u>Rate</u>	Maturity <u>Date</u>	Authentication <u>Date</u>	Original <u>Date</u>	<u>CUSIP</u>
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REGISTERED OWNER:

PRINCIPAL SUM:

The City of Carmel in Hamilton County, Indiana ("City"), for and on behalf of the Storm Water District of the City ("District"), acknowledges itself indebted, and for value received hereby promises to pay, but only from the source and in the manner herein provided, to the Registered Owner named above or registered assigns, the Principal Sum set forth above on the Maturity Date set forth above (unless this Bond be subject to and be called for redemption prior to maturity as hereinafter provided), and to pay interest hereon until the City's obligation with respect to the payment of the Principal Sum shall be discharged at the rate per annum specified above from the interest payment date immediately preceding the date of authentication of this Bond unless this Bond is authenticated on or before January 1, 2027 in which case interest shall be paid from the Original Date or unless this Bond is authenticated between

the fifteenth day of the month preceding an interest payment date and the interest payment date, in which case interest shall be paid from such interest payment date. Interest shall be payable on January 15 and July 15 of each year, commencing January 15, 2027. Interest shall be calculated according to a 360-day calendar year containing twelve 30-day months.

The principal of and premium, if any, on this Bond are payable at the office of the _____, _____, _____, or any successor registrar and paying agent (“Paying Agent” or “Registrar”). Interest on this Bond shall be paid by check mailed one business day prior to such payment date to the registered owner hereof at the address as it appears on the registration books kept by the Registrar as of the fifteenth day of the month immediately preceding the interest payment date or at such other address as is provided to the Paying Agent in writing by the registered owner. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time). All payments on this Bond shall be made in lawful money of the United States of America, which on the dates of such payment shall be legal tender for the payment of public and private debts.

[The Bonds shall be initially issued in a Book Entry System (as defined in the Resolution (as defined herein)). The provisions of this Bond and of the Resolution are subject in all respects to the provisions of the Letter of Representations between the City and The Depository Trust Company, or any substitute agreement, effecting such Book Entry System.]

This Bond is not a corporate obligation or indebtedness of the City, but is the obligation and indebtedness of the District, as a special taxing district, and the City shall not be obligated to pay this Bond, together with interest hereon, except from the special benefits tax levied on all taxable property within the District to the extent that other revenues of the District are not sufficient for such purposes. The City, acting through the Board of Public Works and Safety, as the Board of Directors of the Department of Storm Water Management of the City, covenants that it will cause a special tax for the payment of the principal of and the interest on this Bond to be levied, collected and applied for that purpose. This Bond is negotiable pursuant to the laws of the State of Indiana.

This Bond is one of an authorized issue of Bonds of the Storm Water Management District of the City of Carmel, Indiana, [to be issued in series], of like tenor and effect, except as to numbering, interest rate, series designation, and dates of maturity, aggregating _____ Dollars (\$ _____) [for this series] (the “Bonds”), numbered from 1 up, issued for the purpose of procuring funds to be applied to the costs of refunding the District’s (i) City of Carmel, Indiana Storm Water District Bonds, Series 2016, and (ii) City of Carmel, Indiana Storm Water District Revenue Bonds, Series 2020, (collectively, the “Refunded Bonds”), and the costs of issuance of the Bonds (such refunding and costs related thereto, the “Refunding”), which Bonds are issued pursuant to a Bond Resolution adopted by the Board of Directors of the Department of Storm Water Management on the ___ day of _____, 2026 (the “Resolution”) authorizing the issuance and sale of the Bonds of the City, acting for and on behalf of the District, for the purpose of procuring funds for the Refunding and in accordance with IC 5-1-5, IC 8-1.5-5, and other laws supplemental thereto, each as in effect on the date of delivery of the Bonds.

[The Bonds maturing on and after January 1, _____, are redeemable at the option of the City, on _____ 1, _____, or any date thereafter, on thirty (30) days’ notice, in whole or in part, in the order of maturity as determined by the City and by lot within a maturity, at face value, together with the following premiums:

- ___% if redeemed on _____, or thereafter
on or before _____;
- ___% if redeemed on _____, or thereafter
on or before _____;
- ___% if redeemed on _____, or thereafter
prior to maturity;

plus accrued interest to the date fixed for redemption.]

[The Bonds maturing on January 1, _____ are subject to mandatory sinking fund redemption prior to maturity, at a redemption price equal to the principal amount thereof plus accrued interest, on January 1 in the years and amounts set forth below:

<u>Year</u>	<u>Amount</u>
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*

*Final Maturity]

If less than an entire maturity of the Bonds is called for redemption at one time, the Bonds to be called shall be selected by lot by the Registrar. Each Five Thousand Dollars (\$5,000) principal amount shall be considered a separate Bond for purposes of optional [and mandatory] redemption. [If some Bonds are to be redeemed by optional redemption and mandatory sinking fund redemption on the same date, the Registrar shall select by lot the Bonds for optional redemption before selecting the Bonds by lot for the mandatory sinking fund redemption.]

Notice of redemption shall be mailed to the address of the registered owner as shown on the registration record of the Registrar, as of the date which is forty-five (45) days prior to the date fixed for redemption, not less than thirty (30) days prior to such redemption date, unless said notice is waived by the registered owner of this Bond. Any notice of redemption required under this section shall identify the Bonds to be redeemed including the complete name of the Bonds, the interest rate, the issue date, the maturity date, the respective CUSIP numbers (if any) and certificate numbers (and, in the case of a partial redemption, the respective principal amounts to be called) and shall state (i) the date fixed for redemption, (ii) the Redemption Price, (iii) that the Bonds called for redemption must be surrendered to collect the Redemption Price, (iv) the address of the principal corporate trust office of the Paying Agent at which the Bonds must be surrendered together with the name and telephone number of a person to contact from the office of the Paying Agent, (v) any condition precedent to such redemption, (vi) that on the date fixed for redemption, and upon the satisfaction of any condition precedent described in the notice, the Redemption Price will be due and payable upon each such Bond or portion thereof and that interest on the Bonds called for redemption ceases to accrue on the date fixed for redemption, and (vii) that if such condition precedent is not satisfied, such notice of redemption is rescinded and of no force and effect, and the principal and premium, if any, shall continue to bear interest on and after the date fixed for redemption at the interest rate borne by the Bond. The place of redemption may be determined by the City. Interest on the Bonds so called for redemption shall cease on the redemption date fixed in such notice, if sufficient funds are available at the place of redemption to pay the redemption price, including interest accrued to the redemption date, on the date so named. Failure to give such notice by mailing, or any defect in such notice, with respect to any Bond shall not affect the validity of any proceedings for redemption of other Bonds.

If this Bond shall not be presented for payment or redemption on the date fixed therefor, the City may deposit in trust with the Paying Agent, an amount sufficient to pay such Bond or the redemption price, as the case may be, including accrued interest to the date of such payment or redemption, and thereafter the registered owner shall look only to the funds so deposited in trust with that bank for payment, and the City shall have no further obligation or liability in respect thereto.

The Bonds are subject to defeasance prior to redemption or payment as provided in the Resolution. THE OWNER OF THIS BOND, BY THE ACCEPTANCE HEREOF, HEREBY AGREES TO ALL THE TERMS AND PROVISIONS CONTAINED IN THE RESOLUTION. The Resolution may be amended without the consent of the owners of the Bonds as provided in the Resolution if the Board of Directors determines, in its sole discretion, that the amendment shall not adversely affect the owners of the Bonds.

This Bond is transferable or exchangeable only upon the books of the City kept for that purpose at the office of the Registrar, by the registered owner hereof or by its attorney duly authorized in writing, upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner or its attorney duly authorized in writing, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or to the registered owner, as the case may be, in exchange therefor. The City and the Registrar and Paying Agent may treat and consider the person in whose name this Bond is registered as the absolute owner hereof for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof and

interest due hereon. The Bonds may be transferred or exchanged without cost to the owners of the Bonds except for any tax or governmental charge required to be paid with respect to the transfer or exchange, which taxes or governmental charges are payable by the person requesting such transfer or exchange. The Registrar and Paying Agent will not be required to (i) register, transfer or exchange any Bond during the period of 15 days next preceding mailing of a notice of redemption of any Bonds, or (ii) to register, transfer or exchange any Bonds selected, called or being called for redemption in whole or in part after mailing notice of such call.

The Bonds maturing in any one year are issuable only in fully registered form in the denomination of \$5,000 or any integral multiple thereof not exceeding the aggregate principal amount of the bonds maturing in such year.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been duly executed by the Registrar.

It is hereby certified, recited and declared that all acts, conditions and things required to be done precedent to and in the execution, issuance and delivery of this Bond have been done and performed in regular and due form as provided by law, and this Bond and the total issue of the Bonds is within every limit of indebtedness as prescribed by the constitution and laws of the State of Indiana.

IN WITNESS WHEREOF, the Board of Directors of the Department of Storm Water Management of the City of Carmel, in Hamilton County, Indiana, has caused this Bond to be executed in the name of the City of Carmel, Indiana, for and on behalf of the Storm Management District of the City, by the manual or facsimile signature of the Mayor, the seal of the City or a facsimile thereof to be affixed, imprinted, engraved or otherwise reproduced hereon and attested by the manual or facsimile signature of the CFO/Controller.

CITY OF CARMEL, INDIANA

By: _____
Mayor

(Seal)

Attest:

CFO/Controller

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Resolution.

as Registrar

By: _____
Authorized Representative

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

(please print or typewrite name and address of transferee)

(please insert social security or
other identifying number of assignee)

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

Section 6. Defeasance. If, when the Bonds or any portion thereof, shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the Bonds or any portion thereof for redemption shall have been given, and the whole amount of the principal and the interest and the premium, if any, so due and payable upon all of the Bonds or any portion thereof then outstanding shall be paid, or (i) sufficient moneys, or (ii) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, the principal of and the interest on which when due will provide sufficient moneys, or (iii) any combination of (i) and (ii) above which when due will provide sufficient moneys, shall be held in trust for such purpose, and provision shall also be made for paying all fees and expenses for the redemption, then and in that case the Bonds or any designated portion thereof shall no longer be deemed outstanding or entitled to the pledge of special taxes to be levied upon all property in the District and the bondholders shall be entitled to look only to the trust for payment of the Bonds.

Section 7. Legal Opinion. Prior to the delivery of the Bonds, the Controller shall obtain a legal opinion as to the validity of the Bonds from Barnes & Thornburg LLP, bond counsel of Indianapolis, Indiana, and shall furnish such opinion to the purchaser of the Bonds. The cost of the opinion shall be considered as part of the costs incidental to these proceedings and shall be paid out of proceeds of the Bonds.

Section 8. Preparation and Execution of Bonds. The Controller is hereby authorized and directed to have Bonds prepared, and the Mayor and the Controller are hereby authorized and directed to execute and attest the Bonds in the form and manner herein provided.

Section 9. Use of Bond Proceeds; Revenues; Funds and Accounts. (a) Proceeds of the Bonds shall be applied as follows and in the following order of priority.

- (1) *First*, concurrently with the delivery of the Bonds, the Controller may purchase (subject to the terms of the Refunded Bonds), with the proceeds of the Bonds and

cash on hand, direct obligations of, or obligations the principal and interest on which are unconditionally guaranteed by, the United States of America (the “Government Obligations”), to be used, together with certain cash from the proceeds of the Bonds and cash on hand, if any, as set forth in the Escrow Agreement, to refund and legally defease the Refunded Bonds all as set forth in the Escrow Agreement. In order to refund the Refunded Bonds, the Controller shall deposit the Government Obligations and certain cash, if any, with the Escrow Agent under the Escrow Agreement in an amount sufficient to provide moneys for the payment of all outstanding amounts dues, plus the redemption premium (if any), with respect to the Refunded Bonds until the earliest date upon which the Refunded Bonds may be prepaid. As an alternative to purchasing Government Obligations, the Controller may, with the advice of the City’s municipal advisor, deposit a gross amount of proceeds of the Bonds and cash on hand, if any, with the Escrow Agent in an amount sufficient to currently refund, legally defease and prepay the Refunded Bonds. If required for the legal defeasance of the Refunded Bonds, the Controller shall obtain a verification of an accountant as to the sufficiency of the Government Obligations (if any) and funds deposited in the irrevocable escrow account created under the Escrow Agreement (the “Escrow Account”) to accomplish said refunding and legal defeasance of the Refunded Bonds. If the Bonds are purchased by a local public improvement bond bank established by the City pursuant to Ind. Code 5-1.4 which Bond Bank is also the owner or holder of all or a portion of the Refunded Bonds, the Controller may agree that the proceeds of the Bonds shall be deemed to have been received by the City and used to effect a current refunding, defeasance and redemption of the Refunded Bonds, but that the Bond Bank shall retain such amounts to (i) provide for the refunding and defeasance of the portion of Bond Bank’s outstanding bonds which were issued to finance the purchase of the Series 2016 Bonds from the District, (ii) provide for the refunding and defeasance of the Series 2020 Bonds, and (iii) pay the costs of issuance of the Bonds on behalf of the City.

- (2) *Second*, any remaining proceeds of the Bonds shall be applied by the Controller to the cost of issuance of the Bonds not otherwise paid. When all the costs of issuance of the Bonds have been paid, any remaining proceeds of the Bonds shall be used to pay debt service on the Bonds or otherwise used as permitted by law.

(b) **Bond Fund.** (1) There is hereby created a separate fund, designated as the “City of Carmel Storm Water District 2026 Bond and Interest Redemption Fund” (the “Bond Fund”), which shall consist of an account created and designated as the “Special Tax Account” (the “Special Tax Account”), an account created and designated as the “Revenues Account” (the “Revenues Account”), and (if necessary), an account created and designated as the “Debt Service Reserve Account” (the “Reserve Account”). Funds deposited into the Bond Fund shall be applied to the payment of the principal of and interest on the Bonds, and all other bonds payable from the special benefits tax levied pursuant to Ind. Code § 8-1.5-5-22 (the “Special Tax”) and/or other revenues of the District as contemplated hereby, and to no other purpose not allowed under Ind. Code § 8-1.5-5-22. As the Special Tax is collected, it shall be deposited and accumulated in the Special Tax Account.

- (2) Reserve Account (if necessary). If at the time of the sale of any series of the Bonds it is determined by the Controller, with the advice of the District's municipal advisor, to establish a Reserve Account for such series of the Bonds, then the Reserve Account, with appropriate series designation for such series of Bonds, shall be established, and there shall be set aside from the proceeds of such series of Bonds and deposited in the Reserve Account an amount of money that shall be required to maintain the Reserve Account in the full amount of the Debt Service Reserve Requirement (as defined below). In addition to Bond proceeds, the Reserve Account may, if needed, be funded by cash on hand. No deposit need be made in the Reserve Account so long as there shall be on deposit therein a sum equal to the amount determined by the municipal advisor to be required to adequately secure that series of the Bonds (the "Debt Service Reserve Requirement"). All money in the Reserve Account shall be used and withdrawn by the District solely for the purpose of making deposits into the Revenues Account, in the event of any deficiency at any time in such account and the Special Tax Account, or for the purpose of paying the interest on or principal of or redemption premiums, if any, on the Bonds, in the event that no other money is lawfully available therefor. Any amount in the Reserve Account in excess of the Debt Service Reserve Requirement shall be withdrawn from the Reserve Account and deposited in the Revenues Account. Money in the Reserve Account shall also be available to make the final payments of interest and principal on the Bonds. The District at its option may satisfy any Debt Service Reserve Requirement with a surety bond, letter of credit or other financial instrument on terms and conditions recommended by the District's municipal advisor.

(c) Reduction of Special Tax Levy; Pledge of Special Tax. The amount of the levy under Ind. Code § 8-1.5-5-22 each year for the Special Tax required to make payments on the Bonds as set forth in the budget of the District formulated pursuant to Ind. Code § 8-1.5-5-22(b) may be reduced, as provided in Ind. Code § 8-1.5-5-22(b), by surplus revenues of the District to the extent such revenues have been set aside and designated by the District for such purpose in the Revenues Account. The District reasonably expects to pay debt service on the Bonds from available revenues of the District, including surplus revenues of the storm water system, deposited in the Revenues Account. The District hereby covenants to levy the Special Tax each year payments are due with respect to the Bonds to the extent the revenues of the District described herein are not sufficient (a) to timely pay the principal of and interest on the Bonds, and (b) to replenish any deficiency in the Reserve Account to the Debt Service Reserve Requirement, if a Reserve Account and Debt Service Reserve Requirement are established. Any officer of the Board is authorized to enter into such agreements or undertakings as such officer deems necessary or appropriate to further effectuate such pledge of the Special Tax hereunder.

The amounts reasonably expected to be available and so designated in the Revenues Account of the Bond Fund shall be determined at the time the budget and tax levy for a given year is finally fixed, and such amounts shall be used for no purpose except as contemplated above and are hereby pledged by the Board when deposited into the Revenues Account to the payment of the Bonds, such pledge being effective as set forth in Ind. Code § 5-1-14-4 without the necessity of filing or recording this resolution or any other instrument except in the records of the District.

If necessary in order to facilitate the deposit of certain surplus revenues into the Revenues Account, the President or Vice President of the Board are hereby authorized to execute, and the Secretary of the Board is authorized to attest, a revenue deposit agreement, in a form and substance acceptable to the officers of the Board executing the same, based upon the advice of counsel to the Board, with such approval to be conclusively evidenced by the execution thereof by such officers of the Board.

Section 10. Sale of Bonds; Municipal Bond Insurance; Official Statement. (a) The Bonds shall be sold through either a public sale in accordance with Indiana Code 5-1-11, or a negotiated sale in accordance with Indiana Code 5-1-11-1(a)(2), as determined by the Controller.

(b) If the Controller determines to sell the Bonds at a public sale in accordance with Indiana Code 5-1-11, the Controller shall cause to be published a notice of sale once each week for two consecutive weeks per Indiana Code 5-3-1-2. The date fixed for the sale shall not be earlier than fifteen (15) days after the first of such publications and not earlier than three (3) days after the second of such publications. Said bond sale notice shall state the time and place of sale, the purpose for which the Bonds are being issued, the total amount thereof, the amount and date of each maturity, the maximum rate or rates of interest thereon, their denominations, the time and place of payment, that specifications and information concerning the Bonds are on file in the office of the Controller and are available on request, the terms and conditions upon which bids will be received and the sale made and such other information as is required by law or as the Controller shall deem necessary, including any terms and conditions of sale which provide an exclusion or exemption from the applicability of all or a portion of the provisions of Rule 15c2-12 of the U.S. Securities and Exchange Commission as amended (the "SEC Rule"), in which case the Controller may set the minimum authorized denomination of the Bonds at One Hundred Thousand Dollars (\$100,000) as contemplated by the SEC Rule. As an alternative to the publication of a notice of sale, the Controller may sell the Bonds through the publication of a notice of intent to sell the Bonds and compliance with related procedures pursuant to Indiana Code 5-1-11-2(b).

All bids for the Bonds shall be sealed and shall be presented to the Controller in accordance with the terms set forth in the bond sale notice. Bidders for the Bonds shall be required to name the rate or rates of interest which the Bonds are to bear, which shall be the same for all Bonds maturing on the same date and the interest rate bid on any maturity of Bonds must be no less than the interest rate bid on any and all prior maturities, not exceeding five percent (5.00%) per annum, and such interest rate or rates shall be in multiples of one-eighth or one-hundredth of one per cent. The Controller shall award the Bonds to the bidder who offers the lowest interest cost, to be determined by computing the total interest on all the Bonds to their maturities and deducting therefrom the premium bid, if any, or adding thereto the amount of the discount, if any. No bid for less than ninety-nine percent (99.00%) of the par value of the Bonds (or such higher percentage as the Controller shall determine, with the advice of the City's municipal advisor, prior to the sale of the Bonds) and accrued interest, if any, shall be considered. The Controller may require that all bids shall be accompanied by certified or cashier's checks or wire transfers payable to the order of the City of Carmel, Indiana, or a surety bond, in an amount not to exceed one percent of the aggregate principal amount of the Bonds as a guaranty of the performance of said bid, should it be accepted. In the event no satisfactory bids are received on the day named in the sale notice, the sale may be continued from day to day thereafter for a period of thirty (30) days without re-advertisement; provided, however, that if said sale be continued, no bid shall be accepted which

offers an interest cost which is equal to or higher than the best bid received at the time fixed for sale in the bond sale notice. The Controller shall have full right to reject any and all bids and to waive any irregularities or informalities in such bids.

(c) Alternatively, if the Controller determines to sell the Bonds through a negotiated sale, the Controller may negotiate the sale of said Bonds through private negotiation as either an underwriting or private placement, to a purchaser or purchasers selected by the Controller (the "Purchaser") at an interest rate or rates not exceeding five percent (5.00%) per annum. The Mayor is hereby authorized and directed to execute and deliver and the Controller is hereby authorized to attest a bond purchase agreement with the Purchaser (the "Purchase Agreement"), to be prepared in a form satisfactory to the Mayor and Controller and consistent with the terms of this Ordinance, with the advice of the municipal advisor to the City and Barnes & Thornburg LLP, as bond counsel. The Purchase Agreement will be required to name the rate or rates of interest which the Bonds are to bear, not exceeding the maximum rate hereinbefore fixed, and such interest rate or rates shall be in multiples of 1/8, 1/20 or 1/100 of one percent. The purchase price of the Bonds shall not be less than ninety-nine percent (99.00%) of the par value of the Bonds

(d) After the Bonds have been properly sold and executed, the Controller shall receive payment for the Bonds from the purchasers and shall provide for delivery of the Bonds to the Purchaser.

(e) In the event the municipal advisor to the Board certifies to the City that it would be economically advantageous for the City to acquire a municipal bond insurance policy for any series of the Bonds, the Board hereby authorizes and directs the Mayor and Controller to obtain such an insurance policy. The acquisition of a municipal bond insurance policy is hereby deemed economically advantageous in the event the difference between the present value cost of (a) the total debt service on the Bonds if issued without municipal bond insurance and (b) the total debt service on the Bonds if issued with municipal bond insurance, is greater than the cost of the premium on the municipal bond insurance policy.

(f) If necessary, the distribution of an Official Statement (preliminary and final) for each series of the Bonds prepared by Baker Tilly Municipal Advisors, on behalf of the City, is hereby approved and the Mayor and the Controller are authorized to execute the Official Statement on behalf of the City in a form consistent with this resolution. The Mayor or the Controller is hereby authorized to designate the Official Statement as "nearly final" for purposes of the SEC Rule.

(g) Notwithstanding anything in this Resolution to the contrary and in lieu of a public sale of the Bonds pursuant to this Section, the Bonds may, in the discretion of the City, based upon the advice of the City's municipal advisor, be sold either to the Indiana Bond Bank or a local public improvement bond bank established by the City pursuant to Indiana Code 5-1.4 (either such entity, the "Bond Bank"). In the event of such determination of sale to the Bond Bank, the Bonds shall be sold to the Bond Bank in such denomination or denominations as the Bond Bank may request, and pursuant to a qualified entity purchase agreement (the "QE Purchase Agreement") between the City and the Bond Bank, hereby authorized to be entered into and executed by the Mayor on behalf of the City, subsequent to the date of the adoption of this Resolution. Such QE Purchase Agreement may set forth the definitive terms and conditions for such sale, but all of such terms

and conditions must be consistent with the terms and conditions of this Resolution, including without limitation, the interest rate or rates on the Bonds which shall not exceed the maximum rate of interest for the Bonds authorized pursuant to this Resolution. Bonds sold to either the Bond Bank shall be accompanied by all documentation required by the Bond Bank pursuant to the provisions of Indiana Code 5-1.5 or 5-1.4, as applicable, and the QE Purchase Agreement, including, without limitation, an approving opinion of nationally recognized bond counsel, certification and guarantee of signatures and certification as to no litigation pending, as of the date of delivery of the Bonds to the Bond Bank, challenging the validity or issuance of the Bonds. In the event the City determines to sell the Bonds to the Bond Bank, the submission of an application to the Bond Bank, the entry by the City into the QE Purchase Agreement, and the execution and delivery of the QE Purchase Agreement on behalf of the City by the Mayor in accordance with this Resolution are hereby authorized, approved and ratified.

Section 11. Amendments. Subject to the terms and-provisions contained in this section, and not otherwise, the owners of not less than sixty-six and two-thirds percent (66 2/3%) in aggregate principal amount of the Bonds issued pursuant to this resolution and then outstanding shall have the right from time to time, anything contained in this resolution to the contrary notwithstanding, to consent to and approve the adoption by the Board of such resolution or resolutions supplemental hereto or amendatory hereof, as shall be deemed necessary or desirable by the Board for the purpose of modifying, altering, amending, adding to or rescinding in any particular manner any of the terms or provisions contained in this resolution, or in any supplemental resolution; provided, however, that nothing herein contained shall permit or be construed as permitting:

- (a) An extension of the maturity of the principal of or interest on, or any mandatory sinking fund redemption date for, any Bond issued pursuant to this resolution; or
- (b) A reduction in the principal amount of any Bond or the redemption premium or the rate of interest thereon; or
- (c) A preference or priority of any Bond or Bonds issued pursuant to this resolution over any other Bond or Bonds issued pursuant to the provisions of this resolution; or
- (d) A reduction in the aggregate principal amount of the Bonds required for consent to such supplemental resolution.

If the Board shall desire to obtain any such consent, it shall cause the Registrar to mail a notice, postage prepaid, to the addresses appearing on the Registration Record. Such notice shall briefly set forth the nature of the proposed supplemental resolution and shall state that a copy thereof is on file at the office of the Registrar for inspection by all owners of the Bonds. The Registrar shall not, however, be subject to any liability to any owners of the Bonds by reason of its failure to mail such notice, and any such failure shall not affect the validity of such supplemental resolution when consented to and approved as herein provided.

Whenever at any time within one year after the date of the mailing of such notice, the Board shall receive any instrument or instruments purporting to be executed by the owners of the Bonds of not less than sixty-six and two-thirds per cent (66-2/3%) in aggregate principal amount of the

Bonds then outstanding, which instrument or instruments shall refer to the proposed supplemental resolution described in such notice, and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice as on file with the Registrar, thereupon, but not otherwise, the Board may adopt such supplemental resolution in substantially such form, without liability or responsibility to any owners of the Bonds, whether or not such owners shall have consented thereto.

No owner of any Bond shall have any right to object to the adoption of such supplemental resolution or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the District, the Board or its officers from adopting the same, or from taking any action pursuant to the provisions thereof. Upon the adoption of any supplemental resolution pursuant to the provisions of this section, this resolution shall be, and shall be deemed, modified and amended in accordance therewith, and the respective rights, duties and obligations under this resolution of the District and all owners of Bonds then outstanding shall thereafter be determined, exercised and enforced in accordance with this resolution, subject in all respects to such modifications and amendments.

Notwithstanding anything contained in the foregoing provisions of this resolution, the rights, duties and obligations of the District and of the owners of the Bonds, and the terms and provisions of the Bonds and this resolution, or any supplemental resolution, may be modified or amended in any respect with the consent of the Board and the consent of the owners of all the Bonds then outstanding.

Without notice to or consent of the owners of the Bonds, the Board may, from time to time and at any time, adopt such resolutions supplemental hereto as shall not be inconsistent with the terms and provisions hereof (which supplemental resolutions shall thereafter form a part hereof),

(a) To cure any ambiguity or formal defect or omission in this resolution or in any supplemental resolution; or

(b) To grant to or confer upon the owners of the Bonds any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the owners of the Bonds; or

(c) To procure a rating on the Bonds from a nationally recognized securities rating agency designated in such supplemental resolution, if such supplemental resolution will not adversely affect the owners of the Bonds; or

(d) To obtain or maintain bond insurance with respect to the Bonds; or

(e) To provide for the current refunding or advance refunding of the Bonds; or

(f) To make any other change which, in the determination of the Board in its sole discretion, would not adversely affect the rights of the owners of the Bonds.

Section 12. Tax Covenants. In order to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes under Section 103 of the Internal

Revenue Code of 1986, as in effect on the date of delivery of the Bonds (the “Code”) and as an inducement to purchasers of the Bonds, the Board represents, covenants and agrees that:

(a) The projects refinanced with the proceeds of the Bonds (the “Projects”) will be available for use by members of the general public. Use by a member of the general public means use by natural persons not engaged in a trade or business. No person or entity, other than the City, the District or another state or local governmental unit, will use more than 10% of the proceeds of the Bonds or property financed or refinanced by the proceeds other than as a member of the general public. No person or entity other than the City, the District, or another state or local governmental unit will own property financed or refinanced by Bond proceeds or will have actual or beneficial use of such property pursuant to a lease, a management, service or incentive payment contract, an arrangement including a take-or-pay or other type of output contract or any other type of arrangement that conveys other special legal entitlements and differentiates that person’s or entity’s use of such property from the use by the general public, unless such uses in the aggregate relate to no more than 10% of the proceeds of the Bonds. If the City enters into a management contract for all or a portion of the Projects, the terms of the contract will comply with the Regulations and IRS Revenue Procedure 2017-13, as amended, supplemented or superseded from time to time, so that the contract will not give rise to private business use under the Code and the Regulations unless such use in the aggregate relates to no more than 10% of the proceeds of the Bonds.

(b) No more than 10% of the payment of the principal of or interest on the Bonds will be (under the terms of the Bonds, this Resolution or any underlying arrangement), directly or indirectly, (i) secured by any interest in property used or to be used for a private business use or payments in respect of such property or (ii) derived from payments (whether or not to the Board) in respect of such property or borrowed money used or to be used for a private business use.

(c) No more than 5% of the Bond proceeds will be loaned to any entity or person other than another state or local governmental unit. No more than 5% of the Bond proceeds will be transferred, directly or indirectly, or deemed transferred to a non-governmental person in any manner that would in substance constitute a loan of the Bond proceeds.

(d) The Board reasonably expects, as of the date hereof, that the Bonds will not meet either the private business use test described in paragraph (a) and (b) above or the private loan test described in paragraph (c) above during the entire term of the Bonds.

(e) No more than 5% of the proceeds of the Bonds will be attributable to private business use as described in (a) and private security or payments described in (b) attributable to unrelated or disproportionate private business use. For this purpose, the private business use test is applied by taking into account only use that is not related to any government use of proceeds of the issue (Unrelated Use) and use that is related but disproportionate to any governmental use of those proceeds (Disproportionate Use).

(f) The Board will not take any action or fail to take any action with respect to the Bonds that would result in the loss of the exclusion from gross income for federal tax purposes of interest on the Bonds under Section 103 of the Code, nor will the City or the District act in any other manner which would adversely affect such exclusion; and it will not make any investment

or do any other act or thing during the period that the Bonds are outstanding that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code. The City and the District covenant and agree not to enter into any contracts or arrangements which would cause the Bonds to be treated as private activity bonds under Section 141 of the Code.

(g) All officers, members, employees and agents of the Board and the City are authorized and directed to provide certifications of facts and estimates that are material to the reasonable expectations of the Board as of the date the Bonds are issued and to enter into covenants on behalf of the Board evidencing the Board’s commitments made herein. In particular, all or any members or officers of the Board or officers of the City are authorized to certify and enter into covenants for the District regarding the facts and circumstances and reasonable expectations of the Board on the date the Bonds are issued and the commitments made by the Board herein regarding the amount and use of the proceeds of the Bonds.

(h) The Board represents that, to the extent necessary, it will rebate all arbitrage profits to the United States of America in accordance with the Code.

(i) These covenants are based solely on current law in effect and in existence on the date of delivery of such Bonds.

Section 13. Noncompliance with Tax Covenants. Notwithstanding any other provisions of this resolution, the covenants and authorizations contained in this resolution (the “Tax Sections”) which are designed to preserve the exclusion of interest on the Bonds from gross income under federal law (the “Tax Exemption”) need not be complied with if the Board receives an opinion of nationally recognized bond counsel that any Tax Section is unnecessary to preserve the Tax Exemption.

Section 14. Continuing Disclosure. If deemed necessary to comply with federal securities laws, the President of the Board, the Mayor or the Controller is hereby authorized to execute and deliver a Continuing Disclosure Undertaking Agreement upon delivery of the Bonds. Notwithstanding any other provision of this resolution, failure of the Board to comply with the Continuing Disclosure Undertaking Agreement shall not be considered an event of default under the Bonds or this resolution.

Section 15. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 16. Other Action. The appropriate officers are hereby authorized to take all such actions and execute all such instruments as are necessary or desirable to effectuate this Resolution. These actions include obtaining a rating, bond insurance or any other form of credit enhancement for the Bonds if economically feasible and desirable and with the favorable recommendation of the municipal advisors to the City, and filing a report of an additional appropriation with the Indiana Department of Local Government Finance. In addition, the appropriate officers of the Board are hereby authorized and directed to take any other action

deemed necessary or advisable in order to effectuate the acquisition, construction and equipping of the Project, the issuance of the Bonds, or any other purposes of this Resolution.

Section 17. Repeal of Conflicting Provisions. All resolutions, or parts thereof, in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed or amended.

Section 18. Effective Date. This resolution shall be in full force and effect immediately upon its passage and signing.

PASSED by the Board of Public Works and Safety, acting as Board of Directors of the Department of Storm Water Management for the City of Carmel, Indiana, this 20th day of May, 2026 by a vote of _____ ayes and _____ nays.

BOARD OF PUBLIC WORKS AND SAFETY, ACTING AS THE BOARD OF DIRECTORS OF THE DEPARTMENT OF STORM WATER MANAGEMENT FOR THE CITY OF CARMEL, INDIANA

Laura Campbell, Presiding Officer

James Barlow, Member

Alan Potasnik, Member

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