



# City of Carmel

## CARMEL BOARD OF PUBLIC WORKS MEETING AGENDA

WEDNESDAY, JUNE 3, 2026 - 10:00 AM  
COUNCIL CHAMBERS/CITY HALL/ONE CIVIC SQUARE

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1. **MEETING CALLED TO ORDER**
2. **MINUTES**
  - a. **Minutes from the May 20, 2026, Regular Meeting**
3. **BID OPENINGS AND AWARDS**
  - a. **Bid Award for Carmel Fire Department Vehicles 2026;** Chief Joel Thacker, Carmel Fire Department
  - b. **Bid Award for 26-STR-04 Rangeline Improvements;** Matt Higginbotham, Street Commissioner
4. **TABLED ITEMS**
  - a. **Request for Purchase of Goods and Services; Passport Labs, Inc; (\$79,694.89); LPR Software and Equipment;** Chief Drake Sterling, Carmel Police Department **TABLED 05/20/2026**
5. **CONTRACTS**
  - a. **Request for Purchase of Goods and Services; Braskey Products, LLC; (\$90,000.00); 24-CFD-02 Station 341 Prop House;** Bradley Pease, Director of Engineering
  - b. **Request for Purchase of Goods and Services; INDOT - LPA Project Coordination Contract; Carmel Along 116th Street between Hoover Road and Spring Mill Road (Pedestrian Bridge);** Bradley Pease, Director of Engineering
  - c. **Request for Professional Services; Rieth-Riley Construction Co., Inc.; (\$0.00); 20-ENG-04 Roadway Improvements, College Avenue between 96th and 106th Streets; CO #5;** Bradley Pease, Director of Engineering
  - d. **Request for Purchase of Goods and Services; Community Container Solutions, LLC; (-\$23,596.16); 24-CFD-02-CFD Training Facility; CO#1,** Bradley Pease, Director of Engineering
  - e. **Request for Addendum to Master Services Agreement; CivicPlus, LLC; (\$132,804.74);**

**CivicPlus 311 & CivicPlus Web Central; Additional Services Amendment;** Kevin Cusimano, Director of Information and Communication Services

- f. **Request for Professional Services; American Structurepoint, Inc; (\$122,550.00); Carmel Drive Keystone Design; Additional Services Amendment;** Matt Higginbotham, Street Commissioner

## **6. REQUEST TO USE CITY STREETS/PROPERTY**

- a. **Request to Use Carter Green and Use City Streets; Special Request to Use Electricity; Annual Juneteeth Festival; June 19, 2026; 2:00 PM to 10:00 PM ;** Ami Riggins
- b. **Request to Use Carter Green and Use/Close City Streets; Special Request to Use Electricity; Carmel Marathon 2027; April 16 through April 17, 2027; (Rain Date April 24, 2027); 8:00 AM to 6:00 PM;** Jay Druba, Full Circle Events
- c. **Request to Use Midtown Plaza and Use/Close City Streets; Special Request to Use Electricity; Dia de la Familia; September 12, 2026; (Rain Date October 4, 2026) 8:00 AM to 8:00 PM;** J Antonio Chapital Gonzalez, Mexica Cultural Art Center of Indiana Mecaci
- d. **Request to Use Carter Green; Special Request to Use Electricity and James Building Restrooms; DIWALI Media Day, October 9, 2026; 5:00 PM to 10:30 PM;** Anita Joshi, Carmel Diwali Committee
- e. **Request to Use City Streets; Merchant Bank Mammogram Truck; July 07, 2026; 8:00 AM to 3:00 PM;** Heather Walton, Merchants Bank
- f. **Request to Use Midtown Plaza; Special Request to Use Electricity; Lindy Hop Event; July 11, 2026; (Rain Date July 12, 2026); 10:30 AM to 3:30 PM;** Robert Rowlett
- g. **Request to Use City Streets; Sam Costa Marathon; March 20, 2027; (Rain Date March 27, 2027); 7:00 AM to 12:00 PM;** Terry Townsend, Sam Costa

## **7. OTHER**

- a. **Request for DORA Designation: Matador;** Chris Evans, Sangio III LLC
- b. **Request for Grant of Drainage Easement; 9804 Ditch Road;** Property Owners
- c. **Request for Grant of Stormwater Quality Management Easement; 9804 Ditch Road;** Property Owners
- d. **Request for Replat; 12213 N Meridian Street;** Patrick Sowinski with Kimley-Horn and Associates
- e. **Request for Replat; 10450 Laurel Ridge Lane;** Karen Sutton with Kuhn & Gustafson Land Surveying, Inc.
- f. **Request for Consent to Encroach; 5903 William Conner Way;** Property Owners
- g. **Request for Consent to Encroach; 14329 Arcadian Circle;** Property Owners

- h. **Request for Dedication and Deed of Public Right of Way; 9804 Ditch Road;** Property Owners
- i. **Request for Storm Sewer Easement Agreement; 805 Oswego Road;** Lane Young, Director of Utilities

**8. ADD-ONS AND DEPARTMENT DIRECTOR COMMENTS**

**9. PUBLIC HEARING**

- a. **Public Hearing for Recommendation to Award a Public-Private Agreement for the Development, Construction, Operation, and Transfer of the Merchants Square Area Road and Utility Improvements Project;** Brad Pease, Director of Engineering

**10. ADJOURNMENT**

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**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 17, 2026**



# City of Carmel

## CARMEL BOARD OF PUBLIC WORKS MEETING MINUTES

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

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### **MEETING CALLED TO ORDER**

*Chairwoman Campbell called the meeting to order at 10:01 am.*

### **MINUTES**

*Minutes from the May 06, 2026, Regular Meeting. Board Member Potasnik moved to approve. Board Member Campbell seconded. Minutes Approved 2-0.*

### **BID OPENINGS AND AWARDS**

***Bid Opening for Carmel Fire Department Vehicles 2026;*** Board Member Potasnik unsealed the bids and read them aloud:

<b><u>Vendors</u></b>	<b><u>Bid Amount</u></b>
<i>One Nation Distribution LLC</i>	<i>\$134,967.00</i>
<i>John Jones Auto Group</i>	<i>\$226,381.00</i>
<i>Kelley Automotive Group, LLC</i>	<i>\$232,555.00</i>

***Bid Opening for 26-STR-04 Rangeline Improvements;*** Board Member Potasnik unsealed the bids and read them aloud:

<b><u>Vendors</u></b>	<b><u>Bid Amount</u></b>
<i>Calumet Civil Contractors Inc.</i>	<i>\$1,249,000.00</i>
<i>William Charles Construction</i>	<i>\$1,356,750.00</i>
<i>Morphey Construction, Inc.</i>	<i>\$1,510,000.00</i>
<i>Yarberry Companies, Inc.</i>	<i>\$1,687,832.00</i>
<i>E&amp;B Paving, LLC</i>	<i>\$1,890,211.03</i>

19 **CONTRACTS**

20 *Request for Purchase of Goods and Services; Passport Labs, Inc; (\$79,694.89); LPR Software and*  
21 *Equipment; Benjamin Legge, Corporation Counsel, briefly speaks; that we request this item be*  
22 *tabled until the next BPW Meeting. There is a corresponding ordinance update for this*  
23 *contract. The ordinance needs to be updated to allow the clerk to add an agent to accept*  
24 *payments. We are hoping this goes to the committee tonight and then back to the council for*  
25 *approval. Board Member Potasnik moved to table. Board Member Campbell seconded. Tabling*  
26 *Approved 2-0. **TABLED 05/20/2026***

27 *Request for Professional Services; R A D Fabrications, LLC; (\$55,000.00); 24-CFD-02 Station*  
28 *341 Training Center; Additional Services Amendment; Board Member Potasnik moved to*  
29 *approve. Board Member Campbell seconded. Request Approved 2-0.*

30 *Request for Purchase of Goods and Services; Accurate Striping, Inc.; (\$85,000.00); Stimsonite*  
31 *Thermoplastic Trailer with Crane; Board Member Potasnik moved to approve. Board Member*  
32 *Campbell seconded. Request Approved 2-0.*

33 *Request for Maintenance Agreement between City of Carmel and Vendor; Village of WestClay*  
34 *Owners Association, Inc.; Board Member Potasnik moved to approve. Board Member*  
35 *Campbell seconded. Request Approved 2-0.*

36 *Request for Agreement between City of Carmel and Vendor; Old Town Construction, LLC;*  
37 *Water Main Relocation Agreement; Board Member Potasnik moved to approve. Board*  
38 *Member Campbell seconded. Request Approved 2-0.*

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

40 *Request to Use Civic Square Fountain Area; Special Request to Use Electricity and Fountain*  
41 *Restrooms; (Originally Approved April 01, 2026, Food Vendor Amendment); Gazebo Concert*  
42 *Series; Wednesday Nights from May 27, 2026 through September 30, 2026; 3:00 PM to*  
43 *10:00 PM; Board Member Potasnik moved to approve. Board Member Campbell seconded.*  
44 *Request Approved 2-0.*

45 *Request to Use Civic Square Fountain Area and Civic Square Gazebo and Lawn; Special*  
46 *Request to Use Electricity and Fountain Restrooms; (Originally Approved August 20, 2025,*  
47 *Time Amendment); EIDFEST; May 30, 2026; 8:00 AM to 9:00 PM; Board Member Potasnik*  
48 *moved to approve. Board Member Campbell seconded. Request Approved 2-0.*

49 *Request to Use Midtown Plaza; Special Request to Use Electricity; World Cup Kickoff Watch*  
50 *Party; June 12, 2026; 4:00 PM to 11:00 PM; Board Member Potasnik moved to approve. Board*  
51 *Member Campbell seconded. Request Approved 2-0.*

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55 Request to Use Civic Square Fountain Area, Civic Square Gazebo and Lawn, Carter Green  
56 and East Patio and Use/Close City Streets; Special Request to Use Electricity, Fountain  
57 Restroom, and James Building Restrooms; CarmelFest; July 2 through July 5, 2026; 10:00  
58 AM to 10:00 AM; Board Member Potasnik moved to approve. Board Member Campbell  
59 seconded. Request Approved 2-0.

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61 Request to Use Midtown Plaza; JetSet Pilates Event; July 11, 2026; 7:00 AM to 11:00 AM; Board  
62 Member Potasnik moved to approve. Board Member Campbell seconded. Request  
63 Approved 2-0.

64 Request to Use City Streets; Waterwood HOA Block Party; July 14, 2026; 5:00 PM to 8:30  
65 PM; Board Member Potasnik moved to approve. Board Member Campbell seconded.  
66 Request Approved 2-0.

67 Request to Use Civic Square Fountain Area and Use/Close City Streets; Special Request to  
68 Use Electricity and Fountain Restroom; Rotary Club of Carmel 50th Anniversary;  
69 September 17 through September 21, 2026; 8:00 AM to 2:00 PM; Board Member Potasnik  
70 moved to approve. Board Member Campbell seconded. Request Approved 2-0.

71 Request to Use Midtown Plaza and Use/Close City Streets; Special Request to Use  
72 Electricity; Chinese Mooncake Festival; September 19, 2026; 2:00 PM to 10:30 PM; Board  
73 Member Potasnik moved to approve. Board Member Campbell seconded. Request  
74 Approved 2-0.

75 Request to Use Allied Solutions Center for the Performing Arts East Patio; Private  
76 Wedding; September 27, 2026; 2:30 PM through 6:00 PM; Board Member Potasnik moved  
77 to approve. Board Member Campbell seconded. Request Approved 2-0.

78 Request to Use Carter Green and Allied Solutions Center for Performing Arts East Patio;  
79 Special Request to Use Electricity and James Building Restrooms; Christkindlmarkt;  
80 September 28 through December 31, 2026; 8:00 AM to 10:00 PM; Board Member Potasnik  
81 moved to approve. Board Member Campbell seconded. Request Approved 2-0.

82 Request to Use/Close City Streets; 14th Annual Boo N Brew; October 17, 2026; 7:00 AM to  
83 9:00 PM; Board Member Potasnik moved to approve. Board Member Campbell seconded.  
84 Request Approved 2-0.

85 Request to Use Carter Green and Use/Close City Streets; Bolt for the Heart 5K; November  
86 26, 2026; 6:00 AM to 12:00 PM; Board Member Potasnik moved to approve. Board  
87 Member Campbell seconded. Request Approved 2-0.

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**OTHER**

*Request for Consent to Encroach; 12475 Carmel Garden; Board Member Potasnik moved to approve. Board Member Campbell seconded. Request Approved 2-0.*

*Request for Consent to Encroach; 973 Deer Lake Drive; Board Member Potasnik moved to approve. Board Member Campbell seconded. Request Approved 2-0.*

*Request for Dedication and Deed of Public Right of Way; 510 3rd Ave; Board Member Potasnik moved to approve. Board Member Campbell seconded. Request Approved 2-0.*

*Request for Quitclaim Deed; 510 3rd Ave; Board Member Potasnik moved to approve. Board Member Campbell seconded. Request Approved 2-0.*

*Request for Dedication and Deed of Public Right of Way; 770 3rd Ave; Board Member Potasnik moved to approve. Board Member Campbell seconded. Request Approved 2-0.*

*Request for Quitclaim Deed; 770 3rd Ave; Board Member Potasnik moved to approve. Board Member Campbell seconded. Request Approved 2-0.*

*Request for Secondary Plat; 1025 W Main Street - Icon on Main; Board Member Potasnik moved to approve. Board Member Campbell seconded. Request Approved 2-0.*

*Request for Water Line Easement Agreement; Fred M Fehsenfeld & Suzanne Marie Fehsenfeld; 4415 West 116th Street; Board Member Potasnik moved to approve. Board Member Campbell seconded. Request Approved 2-0.*

*Request for Water Line Easement Agreement; Suzanne M. Fehsenfeld; West 116th Street; Board Member Potasnik moved to approve. Board Member Campbell seconded. Request Approved 2-0.*

*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; Board Member Potasnik moved to approve. Board Member Campbell seconded. Resolution Approved 2-0.*

*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; Board Member Potasnik moved to approve. Board Member Campbell seconded. Resolution Approved 2-0.*

**ADD-ONS AND DEPARTMENT DIRECTOR COMMENTS**

121 **PUBLIC HEARING**

122 *Public Hearing Concerning an Additional Appropriation by the Board of Public Works and*  
123 *Safety of the City of Carmel Acting as the Board of Directors of the Department of Storm*  
124 *Water Management of the City of Carmel; Zac Jackson, Chief Financial Officer, briefly speaks;*  
125 *we are refinancing a large portion of the city's debt and taking advantage of low market*  
126 *rates. We have an opportunity to refund our 2016 LIT bonds, 2016 GO bonds, 2016 RDC*  
127 *Bonds and 2016/2020 Stormwater bonds and provide significant interest savings to the City.*  
128 *Though the actual amount of savings will depend on market rates at the time we price the*  
129 *bonds in late June, we project the interest savings to range from \$8 million to \$12 million (on*  
130 *a present-value basis) for all bonds refunded. Related to the Stormwater bonds, we're*  
131 *undertaking a refunding of the 2016 and 2020 bonds to both streamline the pledged*  
132 *revenues and produce net present value savings ranging from \$1 million to \$1.2 million.*  
133 *Additionally, we'll be able to take existing reserve funds related to these bonds and pay-down*  
134 *the amount of outstanding stormwater debt. Altogether, this will provide a significant cash*  
135 *flow savings to Stormwater, estimated to be more than \$500,000 per year, through 2036.*

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137 *Board Member Campbell opened the Public Hearing at 10:15 AM. Board Member Campbell*  
138 *closed the Public Hearing at 10:16 AM.*

139 *Board Member Potasnik moved to approve. Board Member Campbell seconded. Motion*  
140 *Approved 2-0.*

141 *Resolution NO. 05-20-26-03; Bond Resolution of the Board of Public Works, Acting as the Board*  
142 *of Directors of the Department of Storm Water Management for the City of Carmel, Indiana;*  
143 *(\$24,000,000.00); Storm Water District Refunding Bonds, Series 2026;*  
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145 *Board Member Campbell opened the Public Hearing at 10:17 AM. Board Member Campbell closed*  
146 *the Public Hearing at 10:18 AM.*

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148 *Board Member Potasnik moved to approve. Board Member Campbell seconded. Resolution*  
149 *Approved 2-0.*

150 **ADJOURNMENT**

151 *Chairwoman Campbell adjourned the meeting at 10:18 am.*

152 **APPROVED:**

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*Jacob Quinn – City Clerk*

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*Chairwoman Laura Campbell*

**ATTEST:**

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*Jacob Quinn – City Clerk*



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

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
<b>Citation Management for Parking ("CMP")</b>		
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
<b>Digital Permits for Parking ("DPP")</b>		
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
<b>Third Party Hardware</b>		
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:	<a href="mailto:zhasty@carmel.in.gov">zhasty@carmel.in.gov</a>
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

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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

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### 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](mailto: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

- 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 to:
  - 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

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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

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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

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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: Laura Campbell  
Title: Preceding Officer  
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](mailto:help@passportinc.com) (Monday-Friday 8AM-7PM ET)
- 866.815.3043 or [help247@passportinc.com](mailto: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](mailto: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](mailto:sales@passportinc.com)  
Attn: CRO

With a hard copy to General Counsel and  
by email to [legal@passportinc.com](mailto:legal@passportinc.com)

**If to Customer:**

City of Carmel Indiana  
Three Civic Square, Carmel, Indiana 46032, United  
States  
[zhasty@carmel.in.gov](mailto: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
		<b>GRAND TOTAL</b>			

\_\_\_\_\_  
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

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

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
12/9/2025			378803	LPR

<b>VENDOR</b> PASSPORT LABS, INC 5960 FAIRVIEW ROAD SUITE 250 CHARLOTTE, NC 28210 -	<b>SHIP TO</b> 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
------------	---------	---------	-----------------	--------

**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**

Braskey Products, LLC  
Engineering Department - 2026  
Appropriation #2200 0 44-628.71 2024 Bond, 1120 101 43-501.00 Funds; P.O.#119677, 119675  
Contract Not To Exceed \$90,000.00

## **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 Braskey Products, LLC an entity duly authorized to do business in the State of Indiana (“Vendor”).

### **TERMS AND CONDITIONS**

1. **ACKNOWLEDGMENT, ACCEPTANCE:**  
Vendor acknowledges that it has read and understands this Agreement, and agrees that its execution of same constitutes its acceptance of all of the Agreement’s terms and conditions.
2. **PERFORMANCE:**  
City agrees to purchase the goods and/or services (the “Goods and Services”) from Vendor using City budget appropriation number 2200 0 44-628.71 2024 Bond and 1120 101 43-501.00 funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.
3. **PRICE AND PAYMENT TERMS:**
  - 3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than Ninety Thousand Dollars (\$90,000.00) (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: Section 12 is intentionally omitted~~

~~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 Engineering Department One Civic Square Carmel, Indiana 46032	<b>AND</b>	City of Carmel Office of Corporation Counsel One Civic Square Carmel, Indiana 46032
-------------	---	------------	--

If to Vendor:	Braskey Products, LLC 2251 County Road 332 Era, Texas 76238
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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

Braskey Products, LLC

by and through its Board of Public Works and Safety

By:

By:

\_\_\_\_\_  
Laura Campbell, Presiding Officer

\_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
James Barlow, Member

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

FID/TIN: 81-3955279

\_\_\_\_\_  
Alan Potasnik, Member

Date: \_\_\_\_\_

Date: 5/20/26

ATTEST:

\_\_\_\_\_  
Jacob Quinn, Clerk

Date: \_\_\_\_\_

**Braskey Products, LLC**

2251 CR 332  
Era, TX 76238 US  
braskeyproducts@gmail.com  
www.braskeydoors.com

Exhibit A



**Estimate**

ADDRESS  
Carmel (IN) Fire Department  
210 Veterans Way  
Carmel, IN 46032

SHIP TO  
Carmel (IN) Fire Department  
210 Veterans Way  
Carmel, IN 46032

ESTIMATE 26-037  
DATE 04/22/2026

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	FDIC 2026 Prop House	1	90,000.00	90,000.00
	Complete prop house and vent prop legs to be modified and shipped to Carmel at no cost. Carmel is responsible for arranging transport from Indy Training Academy within 7 days of agreement to purchase unless agreed by all parties in writing.			

-----  
This is for the demo Braskey Prop House from FDIC 2026.

SUBTOTAL	90,000.00
TAX	0.00
<b>TOTAL</b>	<b>\$90,000.00</b>

Accepted By

Accepted Date 04/22/2026

## EXHIBIT B Invoice

**Date:** \_\_\_\_\_

*Name of Company:* \_\_\_\_\_

*Address & Zip:* \_\_\_\_\_

*Telephone No.:* \_\_\_\_\_

*Fax No.:* \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**Invoice No.** \_\_\_\_\_

**Purchase Order No:** \_\_\_\_\_

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	
		<i>GRAND TOTAL</i>			

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

# EXHIBIT C

## INSURANCE COVERAGES

### **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, 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

**119677**

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			379051	24-CFD-02 - Station 341 - Training Center	
VENDOR					
BRASKEY PRODUCTS LLC 2251 COUNTY ROAD 332 ERA, TX 76238 -		City Engineering's Office 1 Civic Square Carmel, IN 46032- Laurie Slick			
		SHIP TO			
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT	
109986					
QUANTITY	UNIT OF MEASURE	DESCRIPTION		UNIT PRICE	EXTENSION

Department: 2200 Fund: 0 2024 Bond

Account: 44-628.71

1 Each	24-CFD-02 - Station 341 - Training Center - Prop House for facility	\$80,536.85	\$80,536.85
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Sub Total **\$80,536.85**

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**

**\$80,536.85**

\* 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. **119677**



**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

**119675**

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			379051	CFD Training Prop - CFD Portion

<b>BRASKEY PRODUCTS LLC</b>	<b>Carmel Fire Department</b>
<i>VENDOR</i> 2251 COUNTY ROAD 332	<i>SHIP TO</i> 210 Veterans Way
ERA, TX 76238 -	Carmel, IN 46032-

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
109982				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
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Department: 1120 Fund: 101 General Fund

Account: 43-501.00

1 Each	CFD Portion of Prop House per attached quote	\$9,463.15	\$9,463.15
		Sub Total	\$9,463.15

Send Invoice To:

**Carmel Fire Department**  
**Accounts Payable**  
**210 Veterans Way**  
**Carmel, IN 46032-**

**PLEASE INVOICE IN DUPLICATE**

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

**SHIPPING INSTRUCTIONS**

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

**PAYMENT**

**\$9,463.15**

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

ORDERED BY

Denise Snyder

TITLE Accreditation/Budget Administrator

Zac Jackson

CFO

CONTROL NO. 119675

**INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY**

**PROJECT COORDINATION CONTRACT  
CONTRACT #000000000000000000101126**

**Des. No.: 2400598**

**UEI #: FY55BHEGR2J5**

**CFDA No.: 20.205**

This Contract is entered into by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as "INDOT"), and the CITY OF CARMEL, a local public agency in the State of Indiana (hereinafter referred to as the "LPA"), and collectively referred to as the "PARTIES" is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General. In consideration of those mutual undertakings and covenants, the PARTIES agree as follows:

**NOTICE TO PARTIES**

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

- A. Notice to INDOT, regarding contract provisions shall be sent to:

Office of LPA and Grant Administration  
Attention: Director of LPA and Grant Administration  
100 North Senate Avenue, Room N758-LPA  
Indianapolis, Indiana 46204

With a copy to:

Chief Legal Counsel and Deputy Commissioner  
Indiana Department of Transportation  
100 North Senate Avenue, Room N758-Legal  
Indianapolis, Indiana 46204

- B. Notices to INDOT regarding project management shall be sent to respective District Office:

INDOT Greenfield District  
32 South Broadway  
Greenfield, Indiana 46140

- C. Notices to the LPA shall be sent to:

City of Carmel  
One Civic Square  
Carmel, Indiana 46032

**RECITALS**

WHEREAS, the LPA has submitted an application to receive federal funds for the project described in **Attachment A** (the "Project"), which is attached herein and made an integral part of this Contract; and

WHEREAS, INDOT has approved of the LPA's application for federal funding, and the PARTIES desire to enter into this Contract to establish the responsibilities for the Project; and

WHEREAS, the LPA shall be responsible for its share of the Project cost as stated in this Contract, and

WHEREAS, the LPA desires to expedite delivery of the Project, comply with all federal requirements and fiscally manage the Project; and

WHEREAS, the PARTIES have determined the Project is in the best interests of the citizens of the State of Indiana; and

WHEREAS, the PARTIES execute this Contract pursuant to Indiana Code §§ 8-23-2-5, 8-23-2-6, 8-23-4-7, 36-1-4-7, and 36-1-7-3, and Titles 23 and 49 of the United States Code and Titles 23 and 49 of the Code of Federal Regulations.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

**I PROJECT DESCRIPTION.**

**1.1.** The Parties are entering into this Contract to complete the Project described as follows:

Des. No. **2400598**

Type of Project: **Bike/Pedestrian Facilities**

General Scope/Location: **Carmel along 116th Street between Hoover Rd. and Spring Mill Rd. (Pedestrian Bridge)**

**II LPA RESPONSIBILITIES.**

- 2.1.** The LPA shall complete the Project in accordance with INDOT's Design Manual (See [http://www.in.gov/indot/design\\_manual/](http://www.in.gov/indot/design_manual/)) and all pertinent state and federal laws, regulations, policies and guidance, including the INDOT's LPA Guidance Document (See <https://www.in.gov/indot/2390.htm>). The LPA or its consultant shall prepare the environmental document(s) for the Project in accordance with INDOT's Environmental Manual (See <http://www.in.gov/indot/2523.htm>). Land acquisition for the Project by the LPA or its consultant shall be in accordance with INDOT's Real Estate Manuals (See <http://www.in.gov/indot/2493.htm>).
- 2.2.** The LPA shall select the consultant in accordance with INDOT's consultant selection procedure for the consultant services to be eligible for federal funding or federal credits.
- 2.3.** If the LPA contracts with a consultant, contractor, or other agent to complete work on the Project, the LPA may use either the "LPA-CONSULTANT Agreement", which is found at <http://www.in.gov/indot/2833.htm>, or an agreement that has been reviewed and approved by INDOT.
- 2.4.** The LPA shall provide all relevant documents including, but not limited to, all plans, specifications, and special provisions, to INDOT for its review. Upon INDOT's review, the LPA shall modify the submittal in accordance with INDOT's modifications or comments, if any. If the LPA fails to

provide a submittal, untimely provides the submittal, or the submittal is not approvable, the schedule, cost, and federal funds for the Project may be jeopardized.

- 2.5.** The LPA shall complete all right-of-way acquisition, utility coordination and acquire the necessary permit(s) and submit documentation of such to INDOT. The utility coordination shall be in accordance with 105 IAC 13.
- 2.6.** If the LPA fails to meet any of the requirements of Sections 2.1, 2.2, 2.4, or 2.5 above, INDOT will not let the construction Project. If INDOT, and FHWA where necessary, approve LPA's submittals, INDOT shall schedule the Project for letting at the next reasonable date.
- 2.7.** The cost of the invoice of the construction, utility, and/or railroad work shall be paid by the LPA no later than thirty (30) calendar days from the date of letting.
- 2.8.** The LPA shall make timely payments of costs to INDOT to avoid delays and increased costs to the Project. If the LPA fails to make timely payments of the full amount invoiced by INDOT, within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of **Attachment A**, which is attached hereto and incorporated herein by reference, and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
- 2.9.** The LPA shall be responsible for all costs associated with additional provisions and/or expenses in excess of the federal funds allocated to the Project. The LPA, in conjunction with FHWA (if applicable) and INDOT shall review and approve all change orders submitted by the field Project Engineer/Supervisor, and such approvals shall not be unreasonably withheld.
- 2.10.** The LPA shall provide competent and adequate engineering, testing, and inspection service to ensure the performance of the work is in accordance with the construction contract, plans and specifications and any special provisions or approved change orders. If, in INDOT's opinion, the services enumerated in this Section are deemed to be incompetent, inadequate or are otherwise insufficient, or if a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the services or replace the engineers or inspectors providing these services at the sole expense of the LPA.
  - 2.10.1.** If project inspection will be provided by full-time LPA employees, the personnel must be employees of the LPA. Temporary employment or retainage-based payments are not permissible. INDOT must pre-approve, in writing, the LPA's personnel. Only costs incurred after INDOT's written notice to proceed to the LPA shall be eligible for federal-aid participation. All claims for federal aid shall be submitted to the District office, referenced on Page 1 of the Contract for payment.
  - 2.10.2.** If project inspection will be provided by the LPA's consultant, INDOT must approve, in writing, the consultant personnel prior to their assignment to the Project. The LPA shall execute a contract with a consultant setting forth the scope of work and fees. The LPA shall submit this contract to INDOT prior to INDOT's Ready for Contracts date for the Project. Only costs incurred after INDOT's written notice to proceed to the LPA and the LPA's written notice to proceed to the consultant shall be eligible for federal aid participation. All claims for federal aid shall be submitted to the District office, referenced on page 1 of this Contract for payment.
- 2.11.** The LPA shall submit reports, including but not limited to quarterly reports, to INDOT regarding the Project's progress and the performance of work per INDOT standard reporting methods. If the required reports are not submitted, federal funds may be withheld.
- 2.12.** The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said Project shall be regulated on a continuing basis by the LPA in accordance with INDOT's

Utility Procedure and Accommodation Policy (See <http://www.in.gov/indot/2389.htm>). The LPA shall execute written use and occupancy contracts as defined in this Policy.

**2.13.** If FHWA or INDOT invokes sanctions per Section 6.6.2. of this Contract, or otherwise denies or withholds federal funds (hereinafter called a citation or cited funds) for any reason and for all or any part of the Project, the LPA agrees as follows:

**2.13.1.** In the event of a correctable noncompliance, the LPA shall make the corrections to the satisfaction of FHWA and INDOT in a reasonable amount of time. In the event the LPA fails to make the required corrections, Sections 2.14.2 and 2.14.3 (as applicable) shall apply.

**2.13.2.** In the event a citation for noncompliance: (1) is unable to be corrected, (2) the LPA fails to make corrections, (3) the LPA makes corrections which are not acceptable to FHWA and INDOT, or (4) for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, Section 2.14.2 shall apply, and adjustments shall be made as follows:

- A. The LPA shall reimburse INDOT the total amount of all right-of-way costs that are subject to FHWA citation which have been paid by INDOT to the LPA.
- B. If no right-of-way costs have been paid by INDOT to the LPA or on the LPA's behalf, INDOT shall not pay any claim or billing for right-of-way that is subject to the FHWA citation.
- C. The LPA is not entitled to bill INDOT or to be reimbursed for any of its right-of-way liabilities or costs that are subject to any FHWA citation in force.

**2.13.3.** If FHWA issues a citation denying or withholding all or any part of construction costs due to LPA's noncompliance with right-of-way requirements, and construction work has commenced, the following shall apply:

- A. INDOT may elect to terminate, suspend, or continue construction work in accordance with the provisions of the construction contract.
- B. INDOT may elect to pay its obligations under the provisions of the construction contract.
- C. If the noncompliance can be corrected, the LPA shall make the corrections in a reasonable amount of time to the satisfaction of FHWA and INDOT.
- D. In the event a citation for noncompliance: (1) is unable to be corrected, (2) the LPA fails to make corrections, (3) the LPA makes corrections which are not acceptable to FHWA and INDOT, or (4) for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, and construction work has been terminated or suspended, the LPA shall reimburse INDOT the full amount the LPA paid for said construction work, less the amount of federal funds allowed by FHWA.

**2.13.4.** The LPA shall reimburse INDOT the total cost of the Project, not eligible for federal participation.

**2.13.5.** If for any reason INDOT is required to repay to FHWA the sum(s) of federal funds paid to the LPA or any other entity through INDOT under the terms of this Contract, then the LPA shall repay to INDOT such sum(s) within forty-five (45) days after receipt of an invoice from INDOT. Payment for any and all costs incurred by the LPA which are not eligible for federal funding shall be the sole obligation of the LPA.

**III. INDOT RESPONSIBILITIES.**

- 3.1. INDOT shall have full authority and access to inspect and review all plans, specifications, and special provisions for the Project, regardless of when those plans, specifications, special provisions, or other such Project documents were created.
- 3.2. After the LPA has submitted and INDOT has accepted all pre-letting documents, INDOT will prepare the Engineer's Estimate for construction of the Project.
- 3.3. If the LPA owes INDOT money which is more than sixty (60) days past due, INDOT will not open the construction bids for the Project.
- 3.4. Not later than sixty (60) calendar days after receipt by INDOT of a certified copy of a resolution from the LPA's fiscal body authorizing the LPA to make payment to INDOT according to the terms of **Attachment A**, and fulfillment of all other pre-letting obligations of this Contract, INDOT shall, in accordance with applicable laws and rules, including I.C. 8-23-9, I.C. 8-23-10, and 105 I.A.C. 11, conduct a scheduled letting.
- 3.5. Subject to the LPA's written approval, INDOT shall award the construction contract for the Project according to applicable laws and rules.
- 3.6. Not later than seven (7) calendar days after INDOT awards the construction contract described above, INDOT shall invoice the LPA for the LPA's share of the construction cost.
- 3.7. If INDOT has received the LPA's share of the Project construction cost and if the lowest qualified bidder has not otherwise been disqualified, INDOT shall issue notice to proceed for the Project to the contractor within fourteen (14) calendar days of its receipt of the LPA's share of the construction cost.
- 3.8. INDOT shall have the right and opportunity to inspect any construction under this Contract to determine whether the construction is in conformance with the plans and specifications for the Project.
- 3.9. In the event the engineering, testing, and inspection services provided by the LPA, in the opinion of INDOT, are deemed to be incompetent or inadequate or are otherwise insufficient or a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the engineering, testing, and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. INDOT's engineers shall control the work the same as on other federal aid construction contracts.
- 3.10. After the final Project audit is approved by INDOT, the LPA shall, within forty-five (45) days after receipt of INDOT's invoice, make final payment to INDOT pursuant to **Attachment A** or INDOT shall, within forty-five (45) days after approval of the audit, refund any Project overpayment to the LPA.

**IV. PROJECT FUNDS.**

- 4.1. INDOT will not share in the cost of the Project. INDOT will disburse funds from time to time; however, INDOT will be reimbursed by the Federal Highway Administration (FHWA) or the LPA. Payment will be made for the services performed under this Contract in accordance with **Attachment A** (Project Funds).

**V. TERM AND SCHEDULE.**

- 5.1. Term.** This Grant Agreement commences on the date approved by the State Budget Agency, and shall remain in effect for five (5) fiscal years expiring **June 30, 2030**. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and in conformance with Ind. Code § 5-22-17-4.

**VI. GENERAL PROVISIONS**

- 6.1. Access to Records.** The LPA shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT, and/or FHWA. The LPA agrees that, upon request by any agency participating in federally-assisted programs with whom the LPA has contracted or seeks to contract, the LPA may release or make available to the agency any working papers from an audit performed by INDOT and/or FHWA of the LPA in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
- 6.2. Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the LPA assigns to the State all right, title and interest in and to any claims the LPA now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
- 6.3. Audits.** The LPA acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State. The State considers the LPA to be a "sub-recipient" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the LPA shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract.

For audits conducted pursuant to Indiana Code 5-11-1, and audited by the Indiana State Board of Accounts on the time schedule set forth by the Indiana State Board of Accounts, the LPA shall provide to the Indiana State Board of Accounts, all requested documentation necessary to audit the Local Public Agency in its entirety.

If the audit is conducted by an independent public or certified public account and not the Indiana State Board of Accounts, the LPA shall submit the completed audit to the Indiana State Board of Accounts within 10 (ten) days of the completion of the audit.

The audit shall be an audit of the actual entity, or distinct portion thereof that is the LPA, and not of a parent, member, or subsidiary corporation of the LPA, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State.

**6.4. Authority to Bind LPA.** The signatory for the LPA represents that he/she has been duly authorized to execute this Contract on behalf of the LPA, and has obtained all necessary or applicable approvals to make this Contract fully binding upon the LPA when his/her signature is affixed and accepted by the State.

**6.5. Certification for Federal-Aid Contracts Lobbying Activities.** The LPA certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the LPA has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

**A.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the LPA, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreement, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

**B.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, (Disclosure Form to Report Lobbying), in accordance with its instructions.

**C.** The LPA also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

**6.6. Compliance with Laws.**

**6.6.1.** The LPA shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations there under, after execution of this Contract shall be reviewed by INDOT and the LPA to determine whether the provisions of this Contract require formal modification.

**6.6.2.** The LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.

**6.6.3.** The LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled "Withholding Federal Participation" which is herewith quoted in part as follows: "Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs in part or in total."

**6.6.4.** The LPA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the LPA has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the LPA shall ensure compliance with the disclosure**

**requirements in IC 4-2-6-10.5 prior to the execution of this Contract.** If the LPA is not familiar with these ethical requirements, the LPA should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the LPA or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

**6.6.5.** The LPA warrants that the LPA and its contractors shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this Contract. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

**6.6.6.** As required by IC §5-22-3-7:

- (1) The LPA and any principals of the LPA certify that:
  - (A) the LPA, except for de minimis and nonsystematic violations, has not violated the terms of:
    - i. IC §24-4.7 [Telephone Solicitation of Consumers];
    - ii. IC §24-5-12 [Telephone Solicitations]; or
    - iii. IC §24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
  - (B) the LPA will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
- (2) The LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA except for de minimis and nonsystematic violations,
  - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
  - (B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

**6.7. Debarment and Suspension.**

1. The LPA certifies by entering into this Contract that neither it nor its principals nor any of its contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract 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 LPA.
2. The LPA certifies that it will verify the state and federal suspension and debarment status for all contractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. The LPA shall immediately notify INDOT if any contractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by INDOT to terminate its contractual relationship with the contractor for work to be performed under this Contract.

- 6.8. Disadvantaged Business Enterprise Program.** Notice is hereby given to the LPA or an LPA Contractor that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the LPA and any contractors, vendors or suppliers:

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The LPA shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the LPA to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

As part of the LPA's equal opportunity affirmative action program, it is required that the LPA shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise contractors, vendors or suppliers.

**6.9. Disputes.**

- 6.9.1.** Should any disputes arise with respect to this Contract, the LPA and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- 6.9.2.** The LPA agrees that, the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the LPA fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the LPA as a result of such failure to proceed shall be borne by the LPA.
- 6.9.3.** If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the PARTIES have ten (10) working days, unless the PARTIES mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:
- 6.9.4.** The PARTIES agree to resolve such matters through submission of this dispute to the Commissioner of INDOT. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the PARTIES concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.
- 6.9.5.** INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.

**6.10. Drug-Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the LPA hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The LPA will give written notice to the State within ten (10) days after receiving actual notice that the LPA, or an employee of the LPA in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the LPA certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the LPA's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the LPA's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (1) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the LPA of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (3)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (3)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**6.11. Employment Eligibility Verification.** As a condition precedent to entering this contract, and as required by IC § 22-5-1.7 and Executive Order 25-29, the LPA swears or affirms under the penalties of perjury that the LPA has not knowingly employed, and will not knowingly employ, unauthorized alien. The LPA further affirms that:

- A. The LPA has enrolled in and verified the work eligibility status of all his/her/its employees through, the E-Verify program as defined in IC § 22-5-1.7-3. The LPA is not required to participate should the E-Verify program cease to exist. Additionally, the LPA is not required to participate if the LPA is self-employed and does not employ any employees.
- B. The LPA has not knowingly employed or contracted with, and shall not knowingly employ or contract with, an unauthorized alien. The LPA has not retained, and shall not retain, an

employee, and has not contracted and shall not contract with a person, that the LPA subsequently learned or learns is an unauthorized alien.

- C. The LPA shall require his/her/its subcontractors who perform work under this Contract to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor and to provide any and all such certifications to the State promptly upon request.

The State may terminate for default if the LPA fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

- 6.12. **Force Majeure.** In the event that any Party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as a "Force Majeure Event"), the Party who has been so affected shall immediately or as soon is reasonably possible under the circumstances give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.
- 6.13. **Funding Cancellation Clause.** As required by Financial Management Circular 3.3 and IC 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
- 6.14. **Governing Laws.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.
- 6.15. **Indemnification.** The LPA agrees to indemnify, defend, exculpate, and hold harmless the State of Indiana, and INDOT and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:
  - A. of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
  - B. of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
  - C. of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or

- D. the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in successfully asserting a claim against the LPA for indemnity pursuant to this contract.

**6.16. Merger & Modification.** This Contract constitutes the entire agreement between the PARTIES. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary PARTIES.

**6.17. Non-Discrimination.** Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act:

**6.17.1.** The LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The LPA certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this subparagraph may be regarded as a material breach of this Contract, including for purposes of IC 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the LPA or any subcontractor.

**6.17.2.** LPA covenants that it does not and shall not operate any programs or engage in any practices promoting Diversity, Equity, and Inclusion (DEI), or other similar goals, that violate Indiana or Federal Civil Rights Laws by treating a person differently on the basis of race or sex, such as by considering race or sex when making recruitment, hiring, disciplinary, promotion, or employment decisions; requiring employees to participate in training or educational programs that employ racial or sex stereotypes; or attempting to achieve racial or sex balancing in the Contractor's workforce. The Parties agree that a breach of this subparagraph is a material breach of this Contract, including for purposes of IC 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Grantee or any subcontractor.

**6.17.3** INDOT is a recipient of federal funds, and therefore, requires full compliance with all rules, regulations, and statutes concerning nondiscrimination requirements and applications. Breach of this section may be regarded as a material breach of this Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and all related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the

benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections).

**6.17.4.** During the performance of this Contract, the LPA, for itself, its assignees, and successors in interest (hereinafter referred to as the "LPA") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:

1. Compliance with Regulations: The LPA shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
2. Nondiscrimination: The LPA, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, religion, disability, ancestry, or status as a veteran.
4. Information and Reports: The LPA shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by INDOT and FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a LPA is in the exclusive possession of another who fails or refuses furnish this information, the LPA shall so certify to INDOT or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this Contract, INDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Contract until the LPA complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
6. Incorporation of Provisions: The LPA shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA shall take such action with respect to any subcontract or procurement as

INDOT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request INDOT to enter into such litigation to protect the interests of INDOT, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

**6.18. Payment.** All payments (if any) shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.

**6.19. Penalties, Interest and Attorney's Fees.** INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, I.C. 5-17-5, I.C. 34-54-8, and I.C. 34-13-1.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

**6.20. Pollution Control Requirements.** If this Contract is for \$100,000 or more, the LPA:

A. Stipulates any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;

B. Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under; and

C. Stipulates, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA List of Violating Facilities.

**6.21. Prohibited Telecommunications and Video Surveillance Equipment and Services.**

In accordance with federal regulations (including 2 CFR 200.216 and 2 CFR 200.471), the Contractor is prohibited from purchasing, procuring, obtaining, using, or installing any telecommunication or video surveillance equipment, services, or systems produced by:

A. Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), OR

B. Hytera Communication Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities),

for any purpose to fulfill its obligations under this Contract. The Contractor shall be responsible to ensure that any subcontractor is bound by and complies with the terms of this provision. Breach of this provision shall be considered a material breach of this Contract.

**6.22. Severability.** The invalidity of any section, subsection, clause or provision of the Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Contract.

**6.23. Status of Claims.** The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

Chief Counsel  
Indiana Department of Transportation  
100 North Senate Avenue, Room N758  
Indianapolis, Indiana 46204-2249

**6.24. General.** This Contract represents the entire understanding between the PARTIES relating to the subject matter and supersedes any and all prior oral and/or written communications, understandings or agreements relating to the subject matter. Any amendment or modification to this Contract must be in writing and be signed by duly authorized representatives of the PARTIES (and by all necessary approving State agencies or parties). Neither this Contract nor any portions of it may be assigned, licensed or otherwise transferred by the LPA without the prior written consent of INDOT. This Contract will be binding upon the PARTIES and their permitted successors or assigns. Failure of either Party to enforce any provision of this Contract will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. All captions, section headings, paragraph titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the interpretation of this Contract. The Recitals and "Notice to PARTIES" on page 1 of the Contract are hereby made an integral part and specifically incorporated into this Contract.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the LPA, or that the undersigned is the properly authorized representative, agent, member or officer of the LPA. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the LPA, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

**Agreement to Use Electronic Signatures**

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

**In Witness Whereof**, the LPA and the State have, through their duly authorized representatives, entered into this Contract. The PARTIES, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

**City of Carmel**  
Signed by:  
By: Sue Finkam  
F2811D170A1F460...  
Title: Mayor  
Date: 5/2/2026 | 16:46 EDT

**Indiana Department of Transportation**  
DocuSigned by:  
By: Eaton-McKalip, Kathy - 00800  
BC7308F386E24E1...  
Title: Director, Local Programs  
Date: 5/4/2026 | 08:01 EDT

Electronically Approved by:  
Department of Administration

Electronically Approved by:  
State Budget Agency

By: (for) Brandon Clifton, Commissioner

By: (for) Chad Ranney, Director

*Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-2-14.3(e) on December 19, 2025. FA 25-106*

**ATTACHMENT A**  
**PROJECT FUNDS**

**I. Project Costs.**

- A. This contract is just for the phase(s) and amount(s) noted below and the funding cannot be moved from one phase to another:

Phase	Amount
Preliminary Engineering	\$
Right-of-Way	\$
Railroad	\$
Utilities	\$
Construction	<b>\$ 722,400.00</b>
Construction Inspection	<b>\$ 79,464.00</b>

- B. The maximum amount of federal funds allocated to this project is **\$801,864.00**.
- C. The LPA understands and agrees that it is INDOT's policy to only allow non-discretionary changes to a Project scope after bidding. Changes to the Project scope after bidding that are by the choice of the LPA and are not required to complete the Project will not be eligible for federal-aid funds and must be funded 100% locally.
- D. The LPA understands and agrees that the federal-aid funds allocated to the Project are intended to accomplish the original scope of the Project as designed. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the Local Program.
- E. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.B. of **Attachment A** of this Contract) signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.
- F. Every project must have a project end date based upon the reasonable timeframe for the project phase to be completed. If a project end date lapses, the project is no longer eligible for federal reimbursement in accordance with 2 CFR 200. See <https://www.in.gov/indot/2833.htm>.
- G. Costs will be eligible for FHWA participation provided that the costs:
- (1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;
  - (2) Are verifiable from INDOT's or the LPA's records;

- (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR 18.22;
- (4) Are included in the approved budget, or amendment thereto; and
- (5) Were not incurred prior to FHWA authorization.

## **II. Billings.**

### **A. Billing:**

1. When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.
2. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
3. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of **Attachment A** and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
4. Federal funds on projects which have not been billed for a twelve (12) month period are considered inactive and must be removed from the project in accordance with 2 CFR 200. To receive federal funding within the twelve (12) month period, INDOT must receive a billing within nine (9) months. See <https://www.in.gov/indot/2833.htm>.

## **III. Repayment Provisions.**

If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.

## Agency Fiscal Approval

STIND/00000000000000000000101126: **Approved**

Agency Fiscal Approval

Approved



Paige Pitcock - 00800

Agency Fiscal Approval for SCM  
05/11/26 - 9:13 AM

## IDOA Approval

STIND/00000000000000000000101126: **Approved**

IDOA Legal Approval

Approved



Redding, Sandra-061-Procq

IDOA Legal Approval for SCM  
05/15/26 - 8:00 AM

## SBA Approval

STIND/00000000000000000000101126: **Approved**

SBA Approval

Approved



Gabriel Donnelly- 00057

SBA Analyst Approval for SCM  
05/18/26 - 11:03 AM

# City of Carmel Project 20-ENG-04 Roadway Improvements: College Avenue between 96<sup>th</sup> and 106<sup>th</sup> Streets

## CHANGE ORDER #5

Change order is added to Contract 20-ENG-04 to adjust the contract dates for this project. The new dates are as follows: Substantial Completion (Road) is August 17, 2026, Substantial Completion (Landscaping) is March 31, 2027; and Final Project Completion is August 17, 2027 as approved by the City of Carmel.

Contract Price prior to this Change Order	\$15,002,218.59
Contract Price will be changed by this Change Order	\$0.00
New Contract Price including this Change Order	\$15,002,218.59

	Amount	Adjusted Contract Price	Cumulative % Change from Original Contract
Original Contract	\$13,585,815.00	N/A	N/A
CO1	\$2,685.59	\$13,588,500.59	0.02%
CO2	\$153,649.75	\$13,742,150.34	1.15%
CO3	\$1,193,299.57	\$14,935,449.91	9.93%
CO4	\$66,768.68	\$15,002,218.59	10.42%
CO5	\$0.00	\$15,002,218.59	10.42%

CITY OF CARMEL

TO: Brad Pease  
 City Engineer  
 City of Carmel Indiana  
 One Civic Square  
 Carmel, IN 46032

CONTRACT CHANGE ORDER NO.: 5  
 DATE: May 13, 2026  
 PROJECT NAME: College Ave - 96th to 106th Streets  
 CITY REQ. NO.: \_\_\_\_\_  
 CITY PO NO.: 20-ENG-04  
 CITY PO DATE: \_\_\_\_\_

I. You are directed to make the following changes in this Contract:

Change order is being added to Contract 20-ENG-04 to adjust the contract dates for this project. The new dates are as follows: Substantial Completion (Roadway) is August 17, 2026; Substantial Completion (Landscaping) is March 31, 2027; and Final Project Completion is August 17, 2027 as approved by the City of Carmel.


<u>ITEM</u>	<u>AMOUNT</u>	<u>SCHEDULED ADJUSTMENT</u> <u>(+) OR (-) DAYS</u>
II. The following referenced Documents further describe the changes outlined in Paragraph I, and are to be considered a part of this Change Order: R.F.P.: <u>N/A</u> W.D.C. NO.: <u>N/A</u>		
The changes result in the following adjustment of Contract Price and Contract Time:		
Contract Price prior to this Change Order	\$	15,002,218.59
Contract Price will be increased by this Change Order	\$	-
New Contract Price including this Change Order	\$	15,002,218.59
Contract Time prior to this Change Order	Days Closure <u>10/31/2024</u>	Substantial Completion Date (Road)
Contract Time prior to this Change Order	Days Closure <u>6/15/2025</u>	Substantial Completion Date (LS)
Contract Time prior to this Change Order	<u>10/31/2025</u>	Final Completion Date
Net increased/decreased resulting from this Change Order	<u>655</u>	Days
Current Contract Time including this Change Order	Days Closure <u>8/17/2026</u>	Substantial Completion Date (Road)
Current Contract Time including this Change Order	Days Closure <u>3/31/2027</u>	Substantial Completion Date (LS)
Current Contract Time including this Change Order	<u>8/17/2027</u>	Final Completion Date
This Change Order is for full and final settlement of all direct, indirect, impact costs and time extensions incurred at any time resulting from the performance of the changed work.		

The Above Changes Are Recommended  
American Structurepoint, Inc.  
 ENGINEER  
9025 River Road, Suite 200  
 Address  
Indianapolis, IN 46240  
 City/State/Zip

The Above Changes Are Accepted  
Rieth-Riley Construction Co., Inc.  
 CONTRACTOR  
1751 W. Minnesota Street  
 Address  
Indianapolis, IN 46221  
 City/State/Zip

Approved  
 \_\_\_\_\_  
 Laura Campbell, Presiding  
 \_\_\_\_\_  
 Jim Barlow, Member  
 \_\_\_\_\_  
 Alan Potasnik, Member  
 \_\_\_\_\_  
  
 Brad Pease, PE, City Engineer

By: David Machala  
 Phone: 317-281-9563  
 Date: May 13, 2026

By:   
Michael A Jaskela  
 Phone: \_\_\_\_\_  
 Date: 05-19-2026

ATTEST:  
 \_\_\_\_\_  
 Jacob Quinn, City Clerk  
 Date: \_\_\_\_\_

# American Structurepoint, Inc.

## Change Order Details

20-ENG-04 - College Ave between 96th and 106th Streets



**Description** Roadway improvements on College Avenue from 96th Street to 106th Street will include new full-depth pavement, curb and gutter, enclosed storm water system, lighting, and shared-use paths with new curb ramps and raised crosswalks. The intersections of College Avenue and Pennsylvania Parkway and of College Avenue and Parkwood Crossing will be realigned and replaced with a roundabout.

**Prime Contractor** Rieth-Riley Construction Co., Inc.

**Change Order** 5

**Status** Pending

**Date Created** 03/10/2026

**Type** Changed Conditions

**Summary** Change Order #5

**Change Order Description** Change Order #5 is being added to Contract 20-ENG-04 to adjust the contract completion dates. The original dates are being revised to align with utility and property acquisition delays for this project. The Substantial Completion (Roadway) date will be August 17, 2026. The Substantial Completion (Landscaping) date will be March 31, 2027. The Final Project Completion date will be August 17, 2027. The definitions of work to be performed to satisfy these dates are listed in the CIB and will apply.

**Awarded Project Amount** \$13,585,815.00

**Authorized Project Amount** \$14,935,449.91

**Change Order Amount** \$0.00

**Revised Project Amount** \$14,935,449.91

## Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Completion Date	10/31/2024	10/31/2024	655.0 Days	08/17/2026
Substantial Completion (Roadway) <b>Reason:</b> CO #5				
Completion Date	06/15/2025	06/15/2025	654.0 Days	03/31/2027
Substantial Completion (Landscaping) <b>Reason:</b> CO #5				
Completion Date	10/31/2025	10/31/2025	655.0 Days	08/17/2027
Final Project Completion <b>Reason:</b> CO #5				
3 time limits				

**From:** [Machala, Dave](#)  
**To:** ["Ben Schuyler"](#); [Eric Holmes](#); ["Kevin Payton"](#); [Michael A. Jaskela](#)  
**Cc:** ["Eyers, Jason"](#); [VanTrees, Neil](#); [jkirsh@carmel.in.gov](mailto:jkirsh@carmel.in.gov); [Brad Pease](#); [Dubvel, Joe](#)  
**Subject:** 20-ENG-04 - Updated Contract Dates  
**Date:** Tuesday, January 6, 2026 2:46:48 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)

---

Rieth-Riley,

Contract 20-ENG-04 was delayed at the beginning of the project due to property acquisition and thus utility delays, especially north of the I-465 bridge. It is time to re-establish the contract dates via change order. The dates would be reset for substantial and final completion dates per TS 2. The original dates for the work were shown between June 1, 2023, and October 31, 2024, for Substantial Completion (Roadway) – this is 17 calendar months. The Substantial Completion (Landscaping) date was June 15, 2025, and the Final Project Completion date was October 31, 2025.

The road closure south of the I-465 bridge started on March 17, 2025, and after adding the 17 calendar months of construction would indicate that the target date for Substantial Completion (Roadway) would be August 17, 2026. The Substantial Completion (Landscaping) date would then be March 31, 2027, and Final Completion date would be August 17, 2027. During the summer of 2024, Rieth-Riley had the SB lane of College Avenue closed for 3 months – May 10, 2024, to August 8, 2024, to perform storm pipe work. There was other work performed prior to March 17, 2025 – including clearing R/W, partial water main and hardscape/irrigation work at 106<sup>th</sup> Street and College Ave RAB. At this time, the City of Carmel is not going to remove days from the contract based on this additional closure period, but the City of Carmel does not intend to add any additional days to the contract dates on future change orders. Rieth-Riley is expected to pothole utilities prior to work commencing in Spring 2026 to determine any conflicts as the City will not entertain any time extension for conflicts that can be resolved during the project timeline.

To summarize, the new contract dates will be adjusted as follows:

- Substantial Completion (Roadway) – August 17, 2026
- Substantial Completion (Landscaping) – March 31, 2027
- Final Project Completion – August 17, 2027

The definitions of work to be performed to satisfy these dates are listed in the CIB and will apply.

If there are any questions about the expectations of work to be performed by the new contract dates, please do not hesitate to reach out.

Thanks,

David

---

**David Machala**

**Senior Project Engineer**

9025 River Road, Suite 200

Indianapolis, IN 46240

**CELL** 317-281-9563





APPROVED  
By Sanyu Girehkhani at 1:18 pm, May 27, 2025

TO: CONTRACT CHANGE ORDER NO.: 001  
 DATE: 5/20/2026  
 PROJECT NAME: 24-CFD-02 – CFD Training Facility  
 CITY REQ. NO.: \_\_\_\_\_  
 CITY PO NO.: 118688 & 11 8690  
 CITY PO DATE: 12/4/2025

I. You are directed to make the following changes in this Contract:

*Removal of (2) line items: 32 floor drains and the gutter system for the 32 floor drains.*

ITEM	AMOUNT	SCHEDULED ADJUSTMENT (+) OR (-) DAYS
32 Floor Drains	-\$10,618.27	n/a
Drain Gutter System for 32 Drains	-\$12,977.89	n/a

II. The following referenced Documents further describe the changes outlined in Paragraph I, and are to be considered a part of this Change Order: R.F.P.: n/a W.D.C. No.: 001

Other: \_\_\_\_\_

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

Contract Price prior to this Change Order \$1,369,699.00

Contract Price will be decreased by this Change Order (-\$23,596.16)


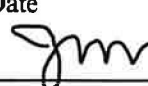
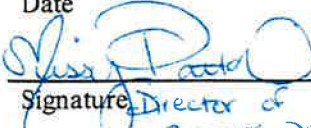
New Contract Price including this Change Order \$1,346,102.84

Contract Time Prior to this Change Order 150 Days May 31, 2026 Completion Date

Net increased/decreased resulting from this Change Order (0) Days

Current Contract Time including this Change Order 150 Days May 31, 2026 Completion Date

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

The Above Changes Are Recommended	The Above Changes Are Accepted:	Approved:
Carmel Fire Department	Community Container Solutions, LLC	
<u>CONTACT</u>	<u>CONTRACTOR</u>	<u>Laura Campbell, Presiding Officer</u>
210 Veterans Way	10784 E 141 <sup>st</sup> Street	
<u>Address</u>	<u>Address</u>	<u>James Barlow, Member</u>
Carmel, Indiana 46032	Noblesville, IN 46060	
<u>City/State/Zip</u>	<u>City/State/Zip</u>	<u>Alan Potasnik, Member</u>
317-571-2600	(463) 290-0969	
<u>Phone</u>	<u>Phone</u>	<u>Brad Pease, PE, City Engineer</u>
May 21, 2026	5/21/2026	
<u>Date</u>	<u>Date</u>	<u>ATTEST:</u>
		
<u>Signature</u>	<u>Signature, Director of Business Development</u>	<u>Jacob Quinn, Clerk</u>
		<u>Date</u>

**ADDITIONAL SERVICES AMENDMENT TO  
MASTER SERVICES AGREEMENT AND  
ADDENDUM TO MASTER SERVICES AGREEMENT**

THIS AMENDMENT TO THE MASTER SERVICES AGREEMENT AND ADDENDUM TO MASTER SERVICES AGREEMENT ("Agreements") entered into by and between the City of Carmel and CivicPlus, LLC, (the "Vendor"), as City Contract dated June 5, 2025 shall amend the terms of the Agreements by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreements 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

CivicPlus, LLC

By:

By:

\_\_\_\_\_  
Laura Campbell, Presiding Officer

  
\_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_

Amy Vikander  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
James Barlow, Member

Senior VP of Customer Success  
\_\_\_\_\_  
Title

Date: \_\_\_\_\_

\_\_\_\_\_  
Alan Potasnik, Member

FID/TIN: 48-1202104  
\_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

Date: 05-07-2026  
\_\_\_\_\_

\_\_\_\_\_  
Jacob Quinn, Clerk

Date: \_\_\_\_\_



Exhibit A

# Invoice

Updated Remittance Address:  
(FOR PAYMENTS ONLY)  
CivicPlus LLC  
PO Box 737311  
Dallas TX 75373-7311

#366691

6/11/2026

**Bill To**

Amy LunnICS Department  
City of Carmel, IN  
10701 North College Avenue  
Suite A  
Carmel IN 46280

**TOTAL DUE**  
  
**\$78,215.48**  
**Due Date: 8/10/2026**

Terms	Customer	Approving Authority
Net 60	City of Carmel, IN	

Qty	Item	Start Date	End Date	Amount
1	Marketplace App Annual	6/11/2026	6/10/2027	\$8,925.00
1	Unlimited gov user licenses for the SeeClickFix 311 CRM/311 system that includes request management, constituent management & profile, work order management, and a multi-channel communications inbox.	6/11/2026	6/10/2027	\$52,678.21
1	SeeClickFix-hosted integration with Cityworks AMS (online or on-premise), for service requests and/or work orders. Requires Cityworks version 15+, and license for Citizen Engagement API.	6/11/2026	6/10/2027	\$7,875.00
1	Powered by AI technology, the Frase Answer Engine for Local Government uses website content to answer citizen questions. This solution includes dashboard analytics and language translation.	6/11/2026	6/10/2027	\$13,673.42
1	Feature Service within ArcGIS to display your request data in internal reports, public maps and Open Data Portals	6/11/2026	6/10/2027	\$1,575.00

**Total** \$84,726.63

**Due** \$78,215.48

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to [remittance@civicplus.com](mailto:remittance@civicplus.com). That address is not monitored for other inquiries or notifications. For our current W-9, please click this link: [CivicPlus W-9](#). For any other invoice questions or information, please contact us at [accounting@civicplus.com](mailto:accounting@civicplus.com).

Bank Name	Account Name	Account Number	Routing Number
JPMorgan Chase	CivicPlus LLC	910320636	021000021



# Invoice

Updated Remittance Address:  
 (FOR PAYMENTS ONLY)  
 CivicPlus LLC  
 PO Box 737311  
 Dallas TX 75373-7311

#367607

6/30/2026

**Bill To**  
 Megan McVicker  
 City of Carmel, IN  
 10701 North College Avenue  
 Suite A  
 Carmel IN 46280

**TOTAL DUE**  
**\$53,089.26**  
**Due Date: 7/30/2026**

Terms	Customer	Approving Authority
Net 30	City of Carmel, IN	

Qty	Item	Start Date	End Date
1	Annual - Municipal Websites Central	6/30/2026	6/29/2027
1	Hosting & Security Annual Fee - Municipal Websites Central	6/30/2026	6/29/2027
1	SSL Management CivicPlus Provided: https://www.carmel.in.gov/	6/30/2026	6/29/2027
1	Acquia Web Governance Standard Package - 2,500 Pages, 250 PDF Web Accessibility Checks & 25 Heat Maps	6/30/2026	6/29/2027
1	Ultimate Department Header Annual Fee	6/30/2026	6/29/2027
1	CivicSend Annual	6/30/2026	6/29/2027
1	60 Month Redesign Ultimate Annual - Municipal Websites Central	6/30/2026	6/29/2027
1	AMM Select: Pro Annual Fee	6/30/2026	6/29/2027
1	CivicPlus Media Annual Fee: Unlimited storage, unlimited users, up to 3 concurrent streams	6/30/2026	6/29/2027
1	AMM Select: Live Meeting Manager Annual Fee	6/30/2026	6/29/2027
1	Design Center Pro Annual Fee	6/30/2026	6/29/2027

Total \$53,089.26

<b>Due</b>	<b>\$53,089.26</b>
------------	--------------------

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to [remittance@civicplus.com](mailto:remittance@civicplus.com). That address is not monitored for other inquiries or notifications. For our current W-9, please click this link: [CivicPlus W-9](#). For any other invoice questions or information, please contact us at [accounting@civicplus.com](mailto:accounting@civicplus.com).

Bank Name	Account Name	Account Number	Routing Number
JPMorgan Chase	CivicPlus LLC	910320636	021000021



**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:**  
**CivicPlus Pricing**  
**Approval Date:**  
**Expires On:**

Statement of Work  
Q-124102-1  
4/22/2026 2:51 PM  
6/10/2026

**Client:**  
City of Carmel, IN

**Bill To:**  
CARMEL CITY, INDIANA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
David Gilchrist		david.gilchrist@civicplus.com		Net 30

SeeClickFix - Organization API

QTY	PRODUCT NAME	DESCRIPTION
1.00	SeeClickFix 311 CRM Organization API	License for access to the private SeeClickFix 311 CRM Organizational API. This does not include custom development or consultation services.

Total Investment - Prorated Year 1	USD 207.19
Annual Recurring Services (Subject to Uplift)	USD 1,500.00

Total Days of Quote:50

Initial Term	Beginning at signing and ending 6/10/2026, Renewal Term 6/11 each calendar year
Initial Term Invoice Schedule	100% invoiced at signing, to be prorated based on signature date.

The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-termed to align with the Client's current billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement. This Statement of Work ("SOW") shall be subject to the terms and conditions of Master Services Agreement signed by and between the Parties and the applicable Solutions and Services Terms and Conditions located at: <https://www.civicplus.help/docs/civicplus-legal-stuff> (collective, the "Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

**Acceptance of Quote # Q-124102-1**

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus



By (please sign):

By (please sign):

Kevin M Cusimano

Printed Name:

Printed Name:

Director of Technology

Title:

Title:

5/4/2026

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



**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

**119661**

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
5/4/2026			377770	CivicPlus 311 & CivicPlus Web Central

<b>VENDOR</b> CIVICPLUS LLC PO BOX 737311  DALLAS, TX 75373--7311	<b>SHIP TO</b> ICS Department 10701 N. College Ave., Ste. A Carmel, IN 46280- Kevin Cusimano (317) 571-2576
--	---

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
109906				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
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Department: 1115 Fund: 101 General Fund

Account: 43-556.00

1 Each		CivicPlus 311	\$79,715.48	\$79,715.48
1 Each		CivicPlus Web Central & Meeting Select	\$53,089.26	\$53,089.26
			Sub Total	\$132,804.74

Send Invoice To:

**ICS Department**  
**Kevin Cusimano**  
**10701 N. College Ave., Ste. A**  
**Carmel, IN 46280-**  
**(317) 571-2576**

**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**

**\$132,804.74**

\* 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

Kevin Cusimano  
Director

Zac Jackson  
CFO

TITLE

CONTROL NO. 119661

American Structurepoint, Inc.  
Street Department – 2026

Appropriation #2200 202 43-401.00, 2200 202 43-509.00, 2201 2201 43-509.00 Motor Vehicle Highway, 2201 2201 43-502.02 Motor Vehicle Highway Funds  
P.O. #s 110491, 111131, 113110  
Contract Not To Exceed \$122,550.00

APPROVED  
By Sergey Gruchukhin at 12:24 pm, May 18, 2026

**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 American Structurepoint, Inc. (the “Professional”), as City Contract dated February 5, 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

American Structurepoint, Inc.

By:

By:

Signed by:  
*Benjamin W. Borcharding*  
DFEB909A5C25424...

\_\_\_\_\_  
Laura Campbell, Presiding Officer

\_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_

**Benjamin W. Borcharding**  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
James Barlow, Member

**Chief Operating Officer**  
\_\_\_\_\_  
Title

Date: \_\_\_\_\_

FID/TIN: 35-1127317

\_\_\_\_\_  
Alan Potasnik, Member

Date: \_\_\_\_\_

Date: 5/14/2026

ATTEST:

\_\_\_\_\_  
Jacob Quinn, Clerk

Date: \_\_\_\_\_



AMERICAN  
**STRUCTUREPOINT**  
INC.

9025 RIVER ROAD, SUITE 200  
INDIANAPOLIS, INDIANA 46240  
TEL 317.547.5580  
FAX 317.543.0270

March 31, 2026

Mr. Ryan Murt  
Project Manager  
Carmel Street Department  
3400 West 131<sup>st</sup> Street  
Carmel, Indiana 46074

Re: Carmel Drive Bridge over Keystone Parkway Beam Spalling Repair  
Towne Road over Springmill Run Timber Bridge Repair

Dear Mr. Murt:

On behalf of American Structurepoint, Inc., I am pleased to submit this proposal for the design and engineering plans for the repair of the Carmel Drive bridge over Keystone Parkway and the Towne Road over Springmill Run bridge repairs. The Carmel Drive bridge is showing spalling of the precast beam webs. The Towne Road timber structure is showing signs of general degradation including rot/decay of the structure.

The professional services include design and plans, assistance with the bidding documents, and answering construction questions. The professional services included in the fee do not include construction inspection.

Upon receiving notice to proceed from the City of Carmel, American Structurepoint will complete the above-described services and any necessary contract documents for the project for a lump-sum fee of **\$122,550**. Invoices will be forwarded to the City of Carmel on a monthly basis, in accordance with our On-Call contract.

We look forward to working with the City of Carmel on this project. If you should have any questions, do not hesitate to contact me at (317) 547-5580.

Sincerely,  
American Structurepoint, Inc.

David A. Day, PE  
Senior Bridge Project Manager

Troy D. Jessop, PE  
Group Leader - Bridge

DAD: kns



## **EXHIBIT A**

The Professional will provide services for City projects as described below.

The information and services to be furnished by the City are as set out in Appendix 1, attached to this Agreement and made an integral part hereof.

The Professional shall begin the services to be performed under this Agreement upon receipt of the written notice to proceed from the City and shall deliver the work to the City in accordance with the schedule contained in Appendix 2, attached to this Agreement and made an integral part hereof.

The Professional shall receive payment for the services performed under this Agreement as set forth in Appendix 3, attached to this Agreement and made an integral part hereof.

### **CARMEL DRIVE OVER KEYSTONE PARKWAY BRIDGE REHABILITATION DESIGN**

#### **I. BRIDGE REPAIR PLANS**

- A. The Professional shall prepare design details, contract plans, special provisions for the specifications, and opinions of probable cost for the repair of the Carmel Drive bridge over Keystone Parkway and the Towne Road Timber Structure over Springmill Run.
- B. The Professional shall prepare an Opinion of Probable Cost for possible replacement of the Towne Road structure based on the existing structure size excluding road work other than what would be required to remove the existing structure and construct the new structure.
- C. Upon completion and final approval of the services by the City, the Professional shall deliver to the City the following:
  1. One set of final approved contract plans drawn to a suitable scale on standard 22" x 34" or 11" x 17" sheets prepared on bond paper
  2. Special Provisions for incorporating into the City's standard front end documents
  3. An electronic (PDF) set of final approved contract plans and contract book specifications.
  4. A copy of the opinion of probable construction cost
- D. Additional general data will be issued at the mutual agreement of the Professional and the City, and electronic files will be submitted to the City as requested. The Professional does not authorize or assume liability for any reuse of the documents or digital materials described in this section for any purpose other than this project and the specific use intended unless adapted by and approved by the Professional.



- E. In fulfillment of this Agreement, the Professional shall comply with the requirements of the appropriate regulations and requirements of the City and other public agencies having a legal jurisdiction over the project.

**II. CONSTRUCTION QUESTIONS**

- A. The Professional shall make themselves available to answer questions with regards to the design during construction of the repairs.

**III. CONSTRUCTION OBSERVATION**

- A. If desired by the City, the Professional can provide construction observation services. This work would be completed under a separate supplemental agreement at a later time.

## **APPENDIX 1**

### **INFORMATION AND SERVICES TO BE FURNISHED BY CITY**

The City shall furnish the Professional with the following, as appropriate:

1. A City's representative with decision-making authority on all inquiries
2. Assistance to the Professional by placing at its disposal all available information pertinent to the project, including but not limited to, property owner information, deeds, plans of adjacent developments, and section corner information
3. Specifications and standard drawings applicable to the project
4. All written reviews pertinent to the project that are received by the City
5. Guarantee of access to enter upon public and private lands, as required for the Professional under this Agreement
6. All legal services, as may be required for development of the project



## **APPENDIX 2**

### **SCHEDULE**

The Professional will complete the services described in this Agreement using the following schedule:

#### **REPAIR DESIGNS**

- A. Final Plans and Specifications for the Carmel Drive Bridge to be completed within 180 days of receipt of written Notice to Proceed.
- B. Final Plans and Specifications for the Towne Road Bridge to be completed within 180 days of receipt of written Notice to Proceed.
- C. The Opinion of Probable Cost for the Replacement of the Towne Road Bridge to be completed within 180 days of receipt of Written Notice to Proceed.



**APPENDIX 3**

**COMPENSATION**

**A. Amount of Payment**

The Professional will receive payment for the work performed under this Agreement as follows, unless a modification of the Agreement is approved in writing by the City.

- 1. Bridge Repair Plans and Construction Questions (Carmel Drive)..... (lump-sum) **\$40,000**
- 2. Bridge Repair Plans and Construction Questions (Towne Road) ..... (lump-sum) **\$45,300**
- 3. Bridge Estimate for Replacement of Towne Road Structure ..... (lump-sum) **\$6,900**
- 4. Field Survey, If Needed and Authorized ..... (lump-sum) **\$16,850**
- 5. Environmental Services ..... (lump-sum) **\$13,500**
- 6. **Total..... (lump sum) \$122,550**

**B. Method of Payment**

- 1. Payment for lump-sum items will be made monthly to the Professional on a percent-complete basis upon submission to the City of an invoice.

# 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

PURCHASE ORDER NUMBER

**110491**

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
12/11/2023			00350562	Professional Services Contract 5/4/22 - ASA 5

<b>AMERICAN STRUCTURE POINT, INC</b>	<b>City Engineering's Office</b>
<b>VENDOR 9025 RIVER RD</b>	<b>SHIP TO 1 Civic Square</b>
<b>SUITE 200</b>	<b>Carmel, IN 46032-</b>
<b>INDIANAPOLIS, IN 46240 -</b>	<b>Laurie Slick</b>

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
83168				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 202 Local Road & Street Fund

Account: 43-401.00

1 Each	ASA 5 - 23-03 - On-Call Professional Services	\$200,000.00	\$200,000.00
		Sub Total	\$200,000.00

Account: 43-509.00

1 Each	ASA 5 - 23-03 - On-Call Professional Services	\$350,000.00	\$350,000.00
		Sub Total	\$350,000.00

Remaining Balance as of 5/8/2026

**\$444,648.00**

106th / Keystone Damage

**(\$73,148.10)**



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
				<b>\$550,000.00</b>

**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**

\* 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

*[Signature]*

Jeremy Kashman  
Director

TITLE

CONTROLLER

*[Signature]*

CONTROL NO. **110491**



**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

**111131**

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
4/18/2024			00350562	

<b>AMERICAN STRUCTURE POINT, INC</b>	<b>Street Department</b>
<b>VENDOR 9025 RIVER RD</b>	<b>SHIP 3400 W. 131st Street</b>
<b>SUITE 200</b>	<b>TO Carmel, IN 46074-</b>
<b>INDIANAPOLIS, IN 46240 -</b>	<b>Matt Higginbotham (317) 733-2001</b>

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
86711				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
1	Each	106th / Keystone Damage	\$96,000.00	\$96,000.00
			Sub Total	\$96,000.00

Department: 2201 Fund: 2201 Motor Vehicle Highway FND  
Account: 43-509.00

**Remainder as of 05/07/2026: \$11,406.90**

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**

**\$96,000.00**

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ORDERED BY

Lee Higginbotham  
Commissioner

TITLE

James Crider  
Chief of Staff

CONTROL NO. **111131**



**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

**113110**

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
12/11/2024			00350562	106th / Keystone Damage

<b>AMERICAN STRUCTURE POINT, INC</b>	<b>Street Department</b>
<b>VENDOR 9025 RIVER RD</b>	<b>SHIP 3400 W. 131ST Street</b>
<b>SUITE 200</b>	<b>TO Carmel, IN 46074-</b>
<b>INDIANAPOLIS, IN 46240 -</b>	<b>Matt Higginbotham (317) 733-2001</b>

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
93893				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
1	Each	106th / Keystone Damage	\$102,060.00	\$102,060.00
			Sub Total	\$102,060.00

Department: 2201 Fund: 2201 Motor Vehicle Highway FND  
Account: 43-502.02

**Remainder as of 05/07/26: \$37,995.00**

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**

**\$102,060.00**

\* 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

Zac Jackson  
CFO

TITLE

CONTROL NO. **113110**

# CARTER GREEN SPECIAL EVENT / FACILITY USE REQUEST FORM

## Information

- **MAC:** Does not meet 60 day requirement
- **CPD:** Ok, except out side 60 days
- **CFD:** Ok, if 3rd Ave Closure is removed - confirm number of attendees
- **Allied Solutions:** Show at Tarkington

Request submission date: 05/21/2026

Department Review:

MAC: No See Note

ENG:

CPD: Ok, See Note

CFD: Ok, see Note

STREETS:

PARKS: yes, 05/28/2026

## 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 hoping to hold the second Annual Juneteenth Festival in the same location where we held the first last year. This festival will provide families of Carmel to learn more about Black history as well as the historical significance of Juneteenth. We'll feature food and product vendors, interactive kids stations, and informational booths.

Attach additional pages if needed-SEE BELOW

### Event Date Start\*

6/19/2026

### Event Date End\*

6/19/2026

### Rain Date\*

6/19/2026

If multiple dates, please list

### Set-Up time\*

2:00:00 PM

### Tear Down End time\*

10:00:00 PM

### Event Start time:\*

4:00:00 PM

### Event End time:\*

8:00:00 PM

### Rehearsal\*

No  Yes

### Number of People Expected:\*

100

### Fees?

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

YES  NO

## 3. STREET(S) REQUESTED:

### Neighborhood Name/Streets to be closed

The stretch of Third Avenue SW directly between the Palladium and the Booth Tarkington Civic Theatre  
Include addresses as appropriate

**UPLOAD MAP**

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

Juneteenth map 2026.png

1.77MB

**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 anticipate a lot of foot traffic from visitors, and want to make sure they are protected as they cross the road. In addition, we want to maintain a calm and safe environment as our stall vendors (represented by the individual numbers inside of the colored squares) and our food truck vendors (represented by the food truck photos) park at Carter Green and set up their stands.

**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

**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

**Crowd-Control Gates\***

Please note the number of Crowd-Control Gates needed

3

**Tall Skinny Cones\***

Please note the number of Tall Skinny Cones needed

8

**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

#### Vendors Present\*

Approximately how many vendors will be present?

23

### 6. CONTACT INFORMATION:



Contact Person: Ami Riggins

Email:

Phone Number:

Cell Number:

Name/Organization: Carmel Juneteenth Festival

#### Address

Street Address

Address Line 2

City

Carmel

Postal / Zip Code

46033

State / Province / Region

IN

Country

United States of America

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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**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.

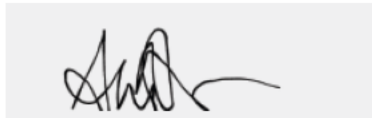
I hereby certify that I, and the organization I represent, if applicable, agree to be bound by the City's Special Event/Facility Use Policy and by any addition conditions or restrictions placed upon my/our use of a City facility by the Board. I understand that the Board has the right to deny, alter or 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 Juneteenth Festival  
Name of Organization/Applicant

\*



Signature of Authorized Agent/Applicant

Carmel Juneteenth Festival  
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: \_\_\_\_\_

12303 Windsor Drive  
Address of Organization/Applicant

5/21/2026  
Date

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

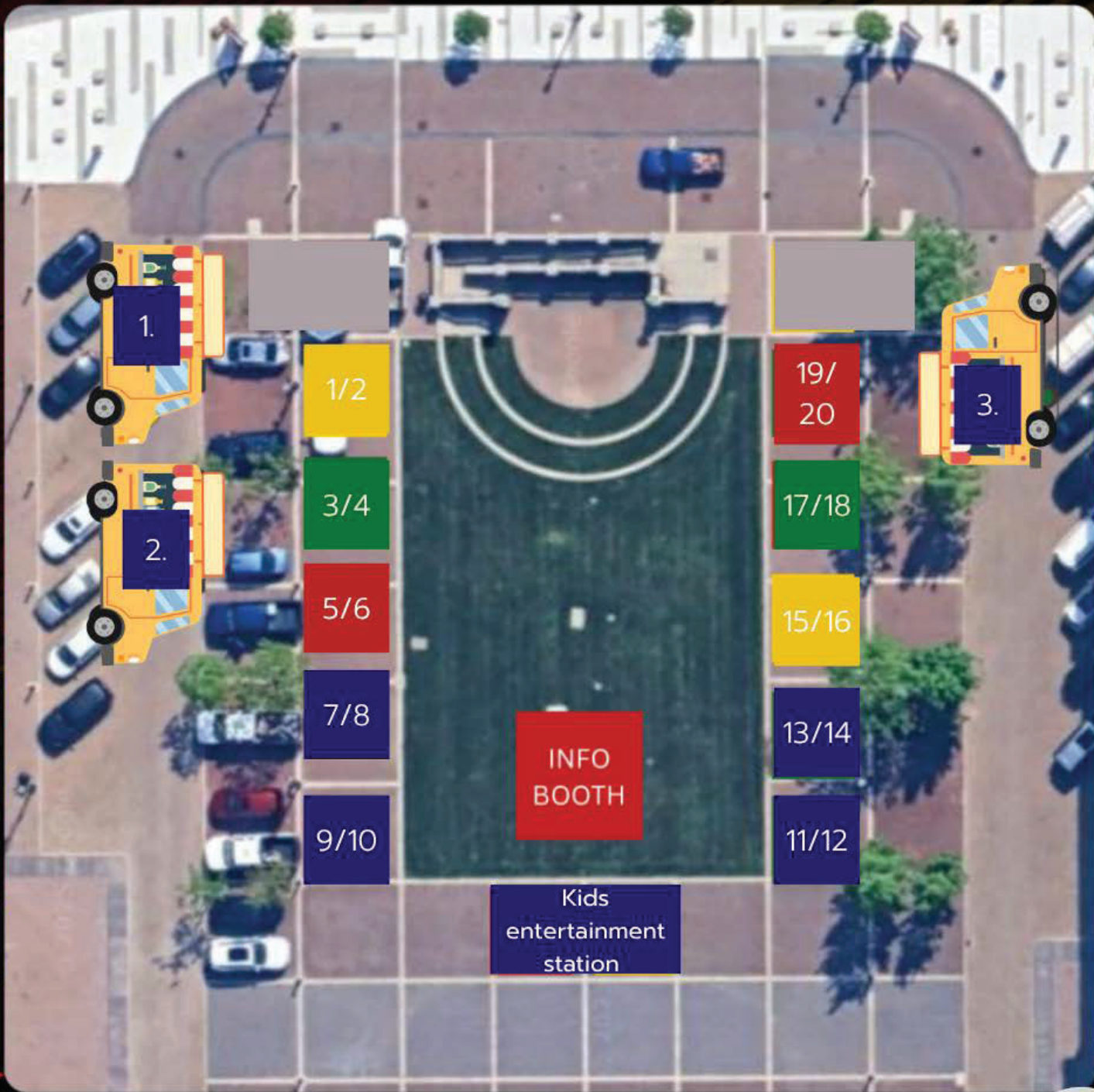
## City of Carmel Use Only

---

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety



1.

2.

3.

1/2

3/4

5/6

7/8

9/10

19/  
20

17/18

15/16

13/14

11/12

INFO  
BOOTH

Kids  
entertainment  
station





# SPECIAL EVENT / FACILITY USE REQUEST

Request submission date: 05/08/2026

Department Review:

MAC: yes 05/18/2026

CFD: yes 05/18/2026

ENG: See Note

STREETS: yes 05/18/2026

CPD: yes 05/19/2026

PARKS: yes 05/21/2026

## Information

ENG: Potential conflicts with planned constructions at 106th & Lakeshore Drive East and 116th & Rangeline. Schedules for those projects are still begin determined, we'll work towards accommodating the marathon.

### 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

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

### 2. EVENT DETAILS

#### Event Purpose & Description: \*

Provide a brief description of event  
Carmel Marathon Weekend 2027  
Attach additional pages if needed-SEE BELOW

#### Has this event been held at City facility before? \*

Yes  No

#### Event Date Start \*

4/16/2027

#### Event Date End \*

4/17/2027

#### Rain Date \*

4/24/2027

#### If multiple dates, please list

Set up Friday, April 16; Race day Saturday, April 17

#### Set-Up time: \*

8:00:00 AM

#### Tear Down (End) time: \*

6:00:00 PM

#### Event Start time: \*

8:00:00 AM

#### Event End time: \*

3:00:00 PM

#### Rehearsal

No  Yes

#### Number of People Expected: \*

6,000

#### Fees?

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

Yes  No

#### Fees (cont'd)

Purpose of fee  
Entry fee to participate; free for spectators

### 2. STREET(S) REQUESTED:

#### Neighborhood Name/Streets to be closed

Various - see course map (same as current route)  
Include addresses as appropriate

**Upload Map**

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

Master - Marathon and Half.pdf

2.1MB

**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

TBD

**Standard Cones \***

Please note the number of Standard Cones needed

TBD

**Tall Skinny Cones \***

Please note the number of Tall Skinny Cones needed

TBD

**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.

Multiple: 1x10 up to 20x60

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

- Bounce House
- N/A
- Other

Party Time Rentals

Name of Merchants(s) doing the setup

8124935525

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 \*

Jay Druba

Email \*

jay@carmelmarathon.com

Phone Number: \*

8124935525

Cell Number:

Name/Organization:

Full Circle Events

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.

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

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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.

Full Circle Events  
Name of Organization/Applicant

\*



Signature of Authorized Agent/Applicant

Jay Druba  
Printed Name and Title (If applicable)

\*

812-493-5525  
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:

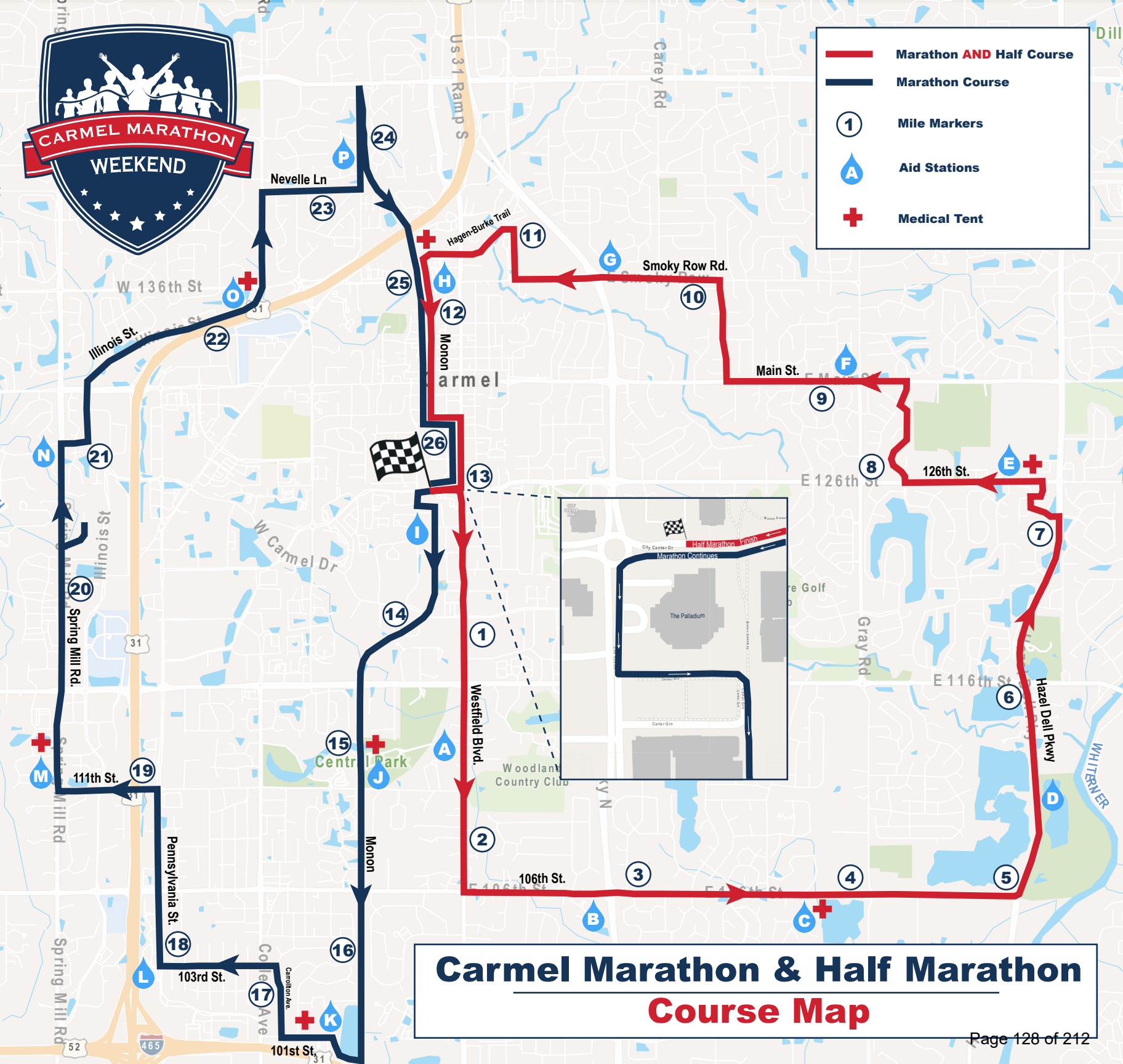
\_\_\_\_\_  
Jacob Quinn, City Clerk

\_\_\_\_\_  
Date

Special Conditions: \_\_\_\_\_



	<b>Marathon AND Half Course</b>
	<b>Marathon Course</b>
	<b>Mile Markers</b>
	<b>Aid Stations</b>
	<b>Medical Tent</b>



# Carmel Marathon & Half Marathon Course Map



# SPECIAL EVENT / FACILITY USE REQUEST

NO CITY STAGE NEEDED  
USING STAGE IN FRONT OF FORK  
AND ALE STAGE  
Information

CPD: Recommending alt location  
ENG: detour route is needed for the  
closure of Elm, recommend sending  
traffic south to Walnut via Veterans  
and 4th AVE SW.

Request submission date: 05/18/2026

Department Review:  
MAC: yes 05/18/2026  
ENG: See Note  
CPD: See Note

CFD: yes 05/18/2026  
STREETS: yes 05/18/2026  
PARKS: yes 05/21/2026

## 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

Celebration of Dia de la familia, with a series of activities to engage the community and the Latino traditions, including sports, crafts, music and dance

Attach additional pages if needed-SEE BELOW

### Has this event been held at City facility before? \*

Yes  No

### Event Date Start \*

9/12/2026

### Event Date End \*

9/12/2026

### Rain Date \*

10/04/2026

If multiple dates, please list

### Set-Up time: \*

8:00:00 AM

### Tear Down (End) time: \*

8:00:00 PM

### Event Start time: \*

2:00:00 PM

### Event End time: \*

5:00:00 PM

### Rehearsal

No  Yes

### Rehearsal Date:

### Rehearsal Start:

Rehearsal Start Time:

### Rehearsal End:

Rehearsal End Time:

### 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

Streets to be closed will be Elm Street from Veterans Way to Monon Blvd. N and it will be a total closure.

Include addresses as appropriate

**Upload Map**

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

Elm Road Closure.pdf

1.72MB

**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**

Event services needed: Cones/Barricades

**3. SPECIAL REQUESTS:**



**Requests:**

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

**4. CITY SERVICES NEEDED: Mark all that apply**



**City Services Needed**

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

**Cones\***

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

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

**Barricades\***

Please note the number of Barricades needed

8

**Standard Cones\***

Please note the number of Standard Cones needed

15

**5. EVENT SET UP:**



- Stage USING STAGE IN FRONT OF FORK AND ALE 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

J Antonio Chapital  
 Name of Merchants(s) doing the setup

3174438851  
 Phone Number of Merchant(s) doing set up:

**6. VENDORS:**



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

**Vendors Present\***      Approximately how many vendors will be present?  
 5

**7. CONTACT INFORMATION:**



**Contact Person\***      J Antonio Chapital Gonzalez

**Email\***     

**Phone Number:\***     

**Cell Number:**     

**Name/Organization:**      Mexica Cultural Art Center of Indiana Mecaci

**Address**

Street Address

Address Line 2

City	State / Province / Region
Indianapolis	Indiana
Postal / Zip Code	Country
46220	United States

**Organization Type:\***      Non-Profit Organization

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

- Yes
- No

**SECURITY DEPOSIT AND FEE:**



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

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

**DISCLAIMER:**

---



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.

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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.

Mexican Cultural Art Center of Indiana ( Mecaci)  
Name of Organization/Applicant

\*



Signature of Authorized Agent/Applicant

J Antonio Chapital President  
Printed Name and Title (If applicable)

\*



Phone Number (Required)



Address of Organization/Applicant

5/14/2026  
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

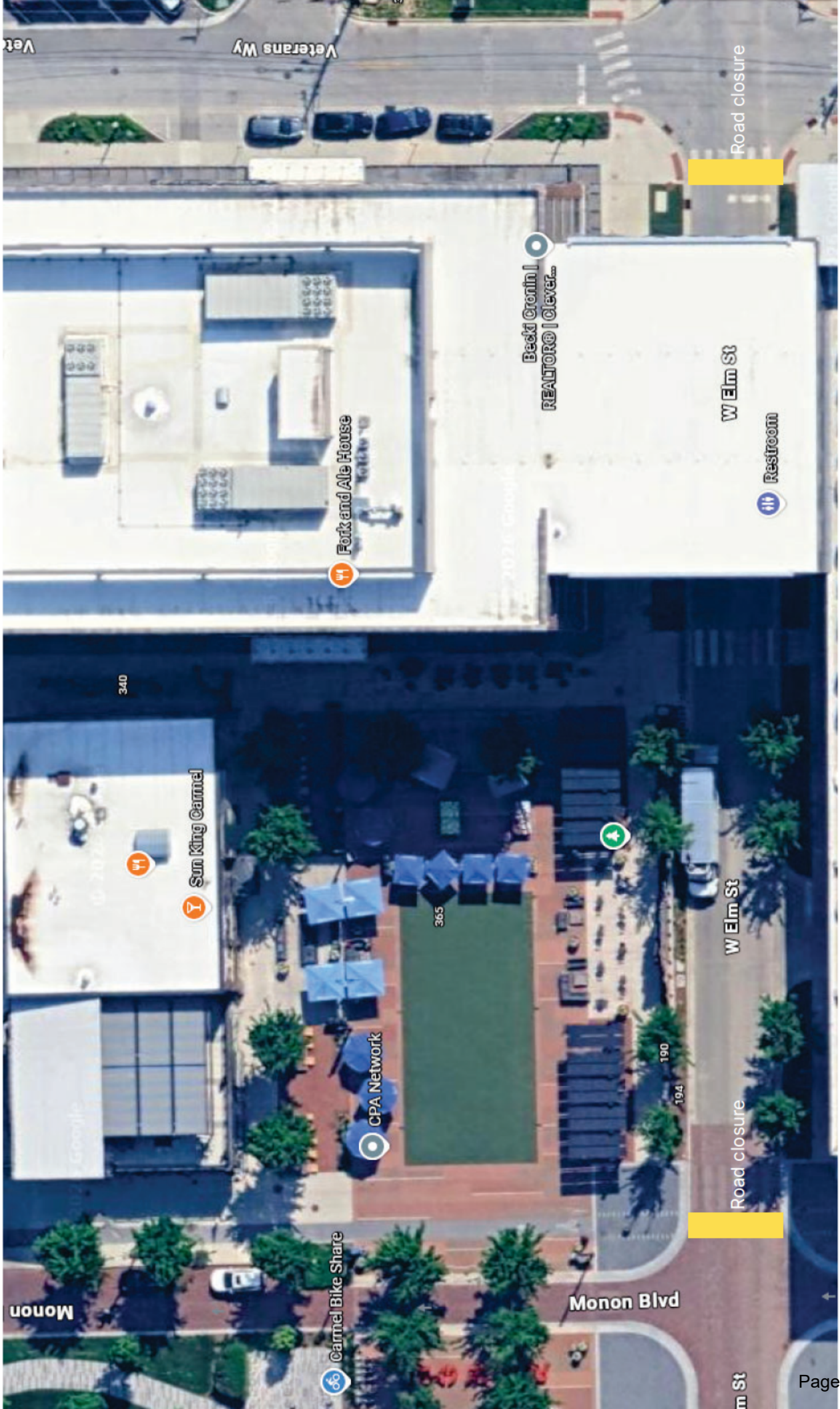
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Jacob Quinn, City Clerk

\_\_\_\_\_  
Date

Special Conditions: \_\_\_\_\_



# CARTER GREEN SPECIAL EVENT / FACILITY USE REQUEST FORM

Studio, Tarkington, Palladium all have shows  
10/09/2026 -Crowded Parking Lots,  
Guests will be walking across Carter Green

Request submission date: 05/14/2026  
Department Review:  
MAC: yes 05/18/2026  
ENG: yes 05/21/2026  
CPD: yes 05/19/2026

CFD: yes 05/18/2026  
STREETS: yes 05/18/2026  
PARKS: yes 05/21/2026

## 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

2 hour VIP event on Oct 9th 2026. To recognize supporters and sponsors of the Carmel Diwali Festival and provide an opportunity for local media and a special access to the Festival before it is officially celebrated on Oct 10th with the general public

Attach additional pages if needed-SEE BELOW

#### Event Date Start \*

10/9/2026

#### Event Date End \*

10/9/2026

If multiple dates, please list

#### Set-Up time \*

5:00:00 PM

#### Tear Down End time \*

10:30:00 PM

#### Event Start time: \*

7:00:00 PM

#### Event End time: \*

9:30:00 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

#### Fees (cont'd)

Purpose of fee

to raise money for the Carmel Diwali event

### 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

Ace Party Rental

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** Anita Joshi

**Email** ajoshi@carmel.in.gov

**Phone Number:** 7653665230

**Cell Number:** 7653665230

**Name/Organization:** Carmel Diwali

**Address**  
Street Address  
1 civic square  
Address Line 2

City	State / Province / Region
Carmel	IN
Postal / Zip Code	Country
46032	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.

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# Acknowledgement and Agreement

---

Mayor's Office

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

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

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

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

Carmel Diwali  
Name of Organization/Applicant

\*



Signature of Authorized Agent / Applicant

Chair of Carmel Diwali Committee  
Printed Name and Title (If applicable)

\*

7653665230  
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



# SPECIAL EVENT / FACILITY USE REQUEST

Request submission date: 05/04/2026

Department Review:

MAC: yes 05/18/2026

ENG: yes 05/21/2026

CPD: yes 05/19/2026

CFD: yes 05/18/2026

STREETS: yes 05/18/2026

PARKS: yes 05/21/2026

## Information

### 1. CITY FACILITY(S) REQUESTED:

**Facility(s)**

Civic Square Fountain Area

Civic Square Gazebo / Lawn

Monon & Main Plaza

Midtown Plaza

Reflecting Pool

Other

Elm Street-Parking

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

### 2. EVENT DETAILS

**Event Purpose & Description: \***

Provide a brief description of event

Merchants Bank hosting Ascension St. Vincent Mobile Mammogram Screenings

Attach additional pages if needed-SEE BELOW

**Has this event been held at City facility before? \***

Yes  No

**Event Date Start \***

7/7/2026

**Event Date End \***

7/7/2026

**Rain Date \***

7/7/2026

**If multiple dates, please list**

**Set-Up time: \***

8:00:00 AM

**Tear Down (End) time: \***

3:00:00 PM

**Event Start time: \***

9:00:00 AM

**Event End time: \***

3:00:00 PM

**Rehearsal**

No  Yes

**Number of People Expected: \***

20

**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**

4 parking spaces on Elm Street - Merchants Bank frontage

410 Monon Blvd. (faces Elm Street)

\*\*\*Same 4 spots as used for our previous Mobile Lung Screening

Include addresses as appropriate

**Upload Map**

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

Mobile Lung Screening Parking 2026.jpg

134.8KB

- 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 Elm Street parking spots reserved (easternmost set) at Merchants Bank frontage

### 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 Merchant(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 \*** Heather Walton, Facilities

**Email \*** hwalton@bankmerchants.com

**Phone Number: \*** 3173244654

**Cell Number:** 3179641762

**Name/Organization:** Merchants Bank

### Address

Street Address

410 Monon Blvd

Address Line 2

City

Carmel

Postal / Zip Code

46032

State / Province / Region

IN

Country

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

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Mayor's Office

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Merchants Bank  
Name of Organization/Applicant

\*



Signature of Authorized Agent/Applicant

Heather Walton, Merchants Bank Facilities  
Printed Name and Title (If applicable)

\*

3173244654  
Phone Number (Required)

410 Monon Blvd  
Carmel, IN 46032  
Address of Organization/Applicant

5/4/2026  
Date

Submit

# City of Carmel Use Only

---

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

\_\_\_\_\_  
Laura Campbell, Presiding Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
James Barlow, Member

Date: \_\_\_\_\_

\_\_\_\_\_  
Alan Potasnik, Member

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Jacob Quinn, City Clerk

\_\_\_\_\_  
Date

Special Conditions: \_\_\_\_\_

350

TruSeal WASH PROTECTION System

Electric Vehicle Charging Station

211

Monon Blvd

Beloved Event Co

W Elm St

4 spaces

Merchants Bank

Monon Blvd

410

457

W Elm St

3rd Ave SW

3rd Ave SW

3rd Ave SW



# SPECIAL EVENT / FACILITY USE REQUEST

05/04/2026

yes 05/18/2026  
yes 05/21/2026  
yes 05/19/2026

yes 05/18/2026  
yes 05/18/2026  
yes 05/21/2026

## 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

To bring the joy and fun of Lindy Hop to the residents of Carmel. Event will feature a table with handouts and flyers for various Lindy Hop groups in Indiana. DJ with mixer and two speakers will be present to play music while various attendees dance (music is all family-friendly in the form of 30s, 40s, and 50s music). At two points during the event there will be line dances performed by dancers from Naptown Stomp, an adult Lindy Hop organization from Indianapolis. Graeters ice cream will be served.

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

**Rain Date** \*

7/12/2026

If multiple dates, please list

**Set-Up time:** \*

10 30 00 AM

**Tear Down (End) time:** \*

3 30 00 PM

**Event Start time:** \*

11:00:00 AM

**Event End time:** \*

3:00:00 PM

**Rehearsal**

- No
- Yes

**Number of People Expected:** \*

30

**Fees?**

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

- Yes
- No

### 2. STREET(S) REQUESTED:

**Neighborhood 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

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 \*** Robert A. Rowlett

**Email \*** [REDACTED]

**Phone Number: \*** [REDACTED]

**Cell Number:** [REDACTED]

**Name/Organization:**

**Address**

Street Address

Address Line 2

City State / Province / Region

Postal / Zip Code Country

**Organization Type: \*** Individual

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

Yes

No

**SECURITY DEPOSIT AND FEE:**



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# Acknowledgement and Agreement

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Mayor's Office

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Robert A. Rowlett  
Name of Organization/Applicant

\*



Signature of Authorized Agent/Applicant

Robert A. Rowlett  
Printed Name and Title (If applicable)

\*



Phone Number (Required)

Address of Organization/Applicant

5/4/2026  
Date

Submit

# City of Carmel Use Only

---

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

\_\_\_\_\_  
Laura Campbell, Presiding Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
James Barlow, Member

Date: \_\_\_\_\_

\_\_\_\_\_  
Alan Potasnik, Member

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Jacob Quinn, City Clerk

\_\_\_\_\_  
Date

Special Conditions: \_\_\_\_\_



# SPECIAL EVENT / FACILITY USE REQUEST

Request submission date: 05/18/2026

Department Review:

MAC: yes 05/18/2026

CFD: yes 05/18/2026

ENG: yes 05/21/2026

STREETS: yes 05/18/2026

CPD: yes 05/19/2026

PARKS: yes 05/21/2026

## Information

### 1. CITY FACILITY(S) REQUESTED:

**Facility(s)**

Civic Square Fountain Area

Civic Square Gazebo / Lawn

Monon & Main Plaza

Midtown Plaza

Reflecting Pool

Other

Traffic control, River Trail

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 "Sam Costa" is the oldest road race in Indiana, held in Carmel since 1973, and originally managed by Carmel HS faculty. Beginning in 1982 the "Costa" has been organized by the non-profit club "Indy Runners and Walkers". This year is the 56th anniversary of the race and the 20th year Northview Church has been the venue. Fees are charged for both the Half Marathon and Quarter Marathon. All fees are used to offset the costs of producing the event. Revenue in excess of costs is used to endow the "Indy Runners and Walkers Scholarship Fund" and the ongoing needs of the club. Every year the "Costa" has approximately one thousand participants, with an average of 15 states represented, and over 150 volunteers, many from local Hamilton County schools. The Costa has, and continues to be, an early season test of fitness for those who have trained through the winter.

Attach additional pages if needed-SEE BELOW

**Has this event been held at City facility before?** \*

Yes  No

**Event Date Start** \*

3/20/2027

**Event Date End** \*

3/20/2027

**Rain Date** \*

3/27/2027

**If multiple dates, please list**

**Set-Up time:** \*

7:00:00 AM

**Tear Down (End) time:** \*

12:00:00 PM

**Event Start time:** \*

9:00:00 AM

**Event End time:** \*

12:00:00 PM

**Rehearsal**

No  Yes

**Number of People Expected:** \*

1,100

**Fees?**

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

Yes  No

**Fees (cont'd)**

Purpose of fee

Fees are used to offset the costs of producing the "Sam Costa". Revenue in excess of costs is used to endow the "Indy Runners and Walkers Scholarship Fund" and the ongoing needs of the club.

**2. STREET(S) REQUESTED:**



**Neighborhood Name/Streets to be closed**

No streets will be closed. Carmel Police will supply traffic control allowing participants to cross busy intersections. Specifically; Main Street and Garnet, Cherry Tree Rd. and Hazel Dell, Haverton Way and Main St., Double Eagle and Main St., Double Eagle and 126th St., River Road path north of 122nd St. to River Trail, River Trail to River Road west-side path at Tall Timber, Cherry Creek Blvd and Sourwood, Cherry Creek Blvd and Powder, Main Street at entrance to the Northview Church west parking lot.

Include addresses as appropriate

**Upload Map**

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

2027 Half Marathon Map with street and path names\_5-14-26.pdf 82.08KB

**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**

**3. SPECIAL REQUESTS:**



**Requests:**

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

**4. CITY SERVICES NEEDED: Mark all that apply**



**City Services Needed**

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

**Cones\***

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

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

**Crowd-Control Gates\***

Please note the number of Crowd-Control Gates needed

8

**Standard Cones \***

Please note the number of Standard Cones needed

250

**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 \*** Terry Townsend - Sam Costa Race Director and Indy Runners and Walkers Board Member

**Email \*** racedirector40@yahoo.com

**Phone Number: \*** 3176973054

**Cell Number:** 3176973054

**Name/Organization:** Indy Runners and Walkers

**Address**

Street Address

PO Box 30617

Address Line 2

City

Indianapolis

Postal / Zip Code

46230-0617

State / Province / Region

In

Country

USA

**Organization Type: \*** Non-Profit Organization

**Residency**

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

Yes

No

## SECURITY DEPOSIT AND FEE:

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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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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

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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.

Indy Runners and Walkers; Terry Townsend, Sam Costa Race Director and Indy Runners and Walkers Board Member  
Name of Organization/Applicant

\*



Signature of Authorized Agent/Applicant

Terry Townsend, Sam Costa Race Director  
Printed Name and Title (If applicable)

\*

3176973054  
Phone Number (Required)

Indy Runners and Walkers, PO Box 30617, Indpls., In 46230-0617  
Terry Townsend, 5515 Hammock Glen Dr., Indpls., In 46235-9781  
Address of Organization/Applicant

5/14/2026  
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:

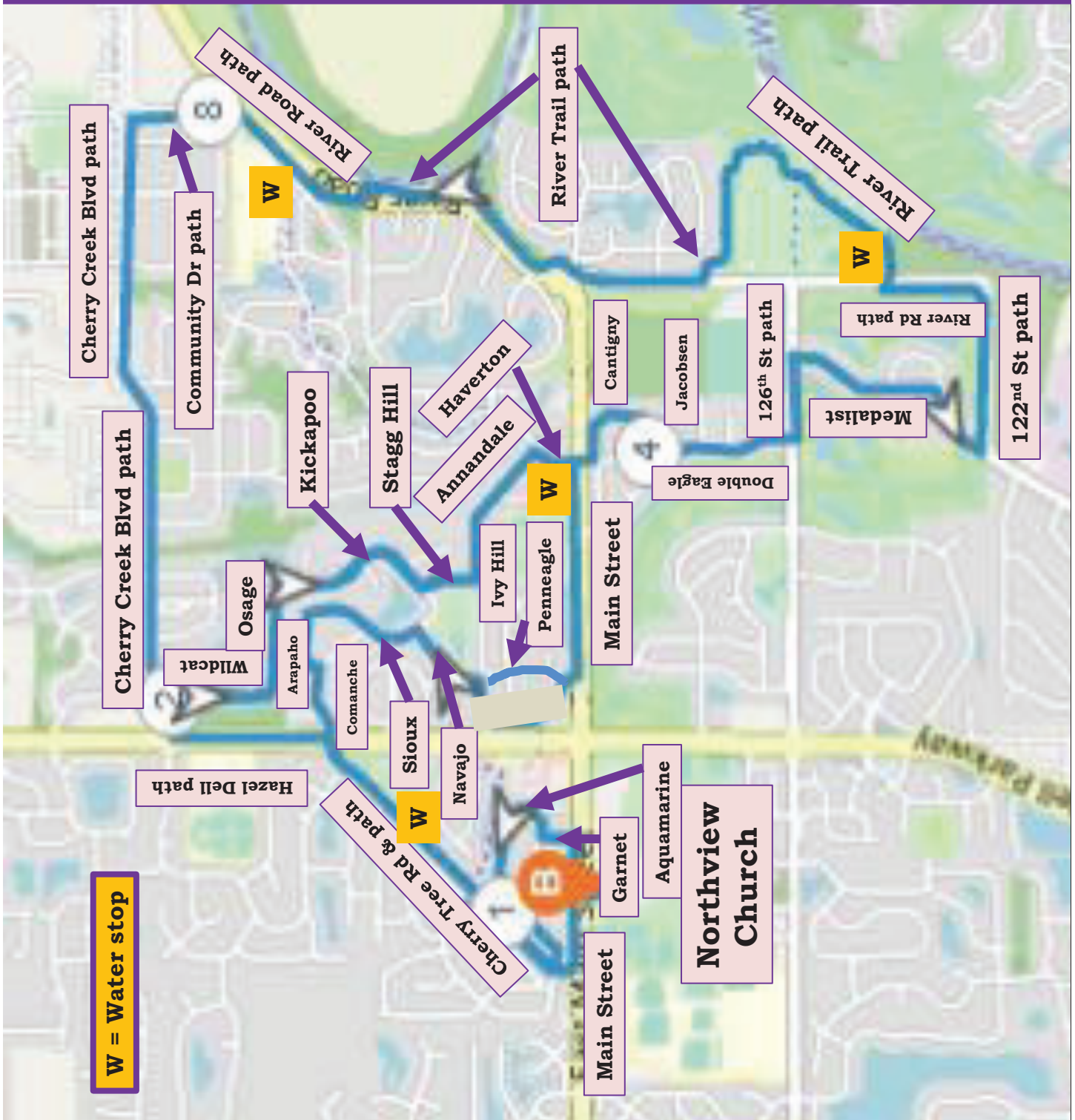
\_\_\_\_\_  
Jacob Quinn, City Clerk

\_\_\_\_\_  
Date

Special Conditions: \_\_\_\_\_

**3/20/2027 (9:00am)**

# **56<sup>th</sup> Sam Costa Half Marathon Start/Finish at Northview Church**





# DESIGNATED OUTDOOR REFRESHMENT AREA (DORA) DESIGNATION

State Form 57288 (6-23)

INDIANA ALCOHOL AND TOBACCO COMMISSION  
302 West Washington Street, Room E-114  
Indianapolis, IN 46204  
(317) 232-2430  
<http://www.in.gov/atc>

### INSTRUCTIONS

1. Please type or print clearly.
2. There is no charge or fee to be designated as part of a designated outdoor refreshment area (DORA).
3. If you already hold a retail permit within a DORA and are requesting a DORA permittee designation, please complete Sections 1, 3, and 4 below.
4. If you will be obtaining a temporary beer and wine permit, requesting supplemental catering authority, or are a craft manufacturer requesting to operate within a DORA on a temporary basis, please complete Sections 2, 3, and 4 below.

SECTION 1: RETAIL PERMITTEES		
Permittee name (as printed on permit) <b>Sangio III LLC</b>	Permittee number <b>RR2939766</b>	
Doing business as (d/b/a) <b>Matador</b>	Permit expiration date (mm/dd/yyyy) <b>03/15/2027</b>	
Permit address (number and street, city, state, and ZIP code) <b>10 E Main Street Suite 100 Carmel, IN 46032</b>		
Name of person making application <b>Chris Evans</b>	Telephone number <b>(317) 490-0832</b>	E-mail address <b>Connie@Matadoronmain.com</b>
Has the DORA already been approved by the ATC? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		DORA Reference Number (approved DORAs only)
SECTION 2: TEMPORARY VENDORS, SUPPLEMENTAL CATERERS & CRAFT MANUFACTURERS		
Please select one: <input type="checkbox"/> Temporary beer and wine permit <input type="checkbox"/> Supplemental catering permit <input type="checkbox"/> Craft manufacturer (artisan distiller, farm winery, small brewer)		
Permittee name	Permit number (catering and manufacturing permits only)	
Doing business as (d/b/a)	Permit expiration date (mm/dd/yyyy) (catering and manufacturing permits only)	
Address (number and street, city, state, or ZIP code) or description of designated vendor/caterer area		
Name of person making application	Telephone number	E-mail address
DORA Reference Number	Start date (mm/dd/yyyy)	End date (mm/dd/yyyy)
SECTION 3: LOCAL JURISDICTION APPROVAL		
Printed name of city or town official	Date (mm/dd/yyyy)	
Signature	Title <b>Board of Public Works Chair</b>	
SECTION 4: CERTIFICATION AND SIGNATURE		
I hereby certify that I have reviewed this application form prior to signing, and that all information provided herein is true and correct. I acknowledge and understand that it is a felony under Indiana law to misrepresent or falsify any portion of this application or attached documents.		
Printed name of applicant <b>Chris Evans</b>	Date (mm/dd/yyyy) <b>05/21/2026</b>	
Signature 	Title <b>Owner/CEO</b>	

May 21, 2026

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

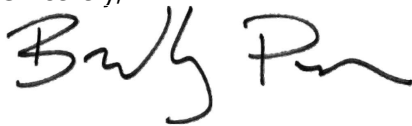
**RE: DRAINAGE EASEMENT- SINGH – 9804 DITCH RD**

Dear Board Members:

Gurusharan & Payal Singh have requested the city accept a grant of a drainage easement at 9804 Ditch Rd, recorded as Instrument Number 2024036035, in association with the construction of a new single-family home.

Attached are the required easement documents. The Department of Engineering has reviewed the attached forms and found them sufficient for Board signatures.

Sincerely,



Bradley Pease, P.E.  
City Engineer

Cross Reference to Prior Deed of Record: Instrument No. 2024036035, in the Hamilton County, Indiana Recorder's Office

## DRAINAGE EASEMENT

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

## RECITALS

A. Grantor is the owner of the real estate conveyed by the deed identified in the cross reference above (the "Grantor Parcel") located in Hamilton County, Indiana,

B. Grantee, in connection with Grantee's existing drainage pipes (the "Project"), requires a drainage easement over a portion of the Grantor Parcel (herein referred to as the "Easement Area"). This Easement Area is more particularly described and depicted as follows:

See Exhibit A attached hereto and incorporated herein by this reference.

NOW, THEREFORE, in consideration of the foregoing recitals, all of which are incorporated herein by this reference, and of the grants of easements and the mutual promises and covenants set forth herein, the parties hereto agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive, perpetual easement over, under, through, across and upon the Easement Area for the purpose of drainage over, under, across, upon and through the Easement Area, for and pursuant to which easement Grantee shall have the right to make such alterations and improvements to the Project improvements as Grantee deems may be necessary or useful (the "Easement").

2. Obligations of Grantee. Subject to the terms described in Paragraph 1 hereof, and the Project improvements on the Easement Area, Grantee shall restore the Easement Area, to the extent practicable, to the condition as existed prior to the commencement of the Project, or maintenance, repair, or replacement thereto. Grantee shall install, maintain, repair, replace and service the Project improvements at Grantee's sole cost and expense. In the event the Grantee, its employees, or contractors are required to come upon the real estate contained in the Easement Area to replace, restore, or clear any drainage structures, ditches, drains, or swales contained therein, the Grantee shall only be liable to restore the Grantor's real estate to its previous grade, and to reseed and undertake erosion control measures as are required by 327 IAC 15-5, as amended. Grantor shall allow access to the Easement Area and surrounding area for any required maintenance, repair, replacement, service and updates.

3. Rights Retained by Grantor. Grantor shall retain unto itself, and its grantees, heirs, successors and assigns, and all others to whom Grantor may grant rights or easements, the right to

use the Easement Area for any and all purposes and uses not inconsistent with the foregoing Easement and/or Grantee's rights and privileges thereunder.

4. Obligations of Grantor. Grantor shall keep the Easement Area free of any and all fences, structures, asphalt, gravel, concrete and/or other improvements or impediments other than those installed by the Grantee. Grantor shall not block, impede or interfere with the Project improvements and Easement Area or Grantee's access thereto. Grantor shall make adequate provision for the proper drainage of surface water over and across Easement Area and surrounding area.

5. Easement and Covenants Appurtenant. The Easement granted, created and made herein, together with the benefits and privileges thereof, shall run with the Grantor Parcel and inure to the benefit of Grantee and its grantees, successors and assigns. The Easement granted, created and made herein, together with the burdens thereof, shall run with and bind the Grantor Parcel, and shall bind Grantor and its grantees, successors and assigns. All covenants and agreements of the Grantor and Grantee hereunder, together with the benefits and burdens thereof, shall be deemed to be real covenants which touch and concern the Easement Area and the Grantor Parcel, as applicable, shall run with the Easement Area and the Grantor Parcel, and shall inure to the benefit of and be binding upon Grantor and Grantee, as applicable, and their respective grantees, successors and assigns. All covenants and agreements hereunder may be enforced by an action for specific performance, and in the event that a party breaches any such covenant or agreement, the other party may further exercise any remedy available hereunder, at law or in equity, and recover from the breaching party all amounts expended in connection with exercising any such remedy (including without limitation, court costs and reasonable attorneys' fees).

6. Environmental Matters. The Grantor covenants and represents that to the best of its knowledge, information and belief, that the Grantor Parcel is not presently the subject of, nor under the threat of, any federal, state or local environmentally related lien, proceeding, claim, liability or action. The Grantor agrees that, as between the Grantor and the Grantee, the acceptance of this Agreement by the Grantee shall not increase the liability of the Grantee for environmentally related claims arising from or related to conditions on the Grantor Parcel prior to the acceptance of this Agreement.

7. Jurisdiction. The Grantor and the Grantor agree that any litigation associated with or arising from this Agreement shall be filed with a court of competent jurisdiction within the State of Indiana.

8. Other Obligations. The Grantor agrees that this Agreement shall not transfer to the Grantee any past, present or future obligation(s) of the Grantor to be responsible for, or to pay, any tax, assessment, or fee whatsoever that is associated with or related to the Grantor Parcel.

9. Amendment. The Grantor and the Grantee agree that this Agreement shall only be modified or released by the express, written consent of both the Grantor and the Grantee. Said consent, when duly recorded, shall run with the real estate.

10. Complete Understanding. The Grantor and the Grantee agree that this Agreement, and the documents incorporated herein, represent the entire understanding between the Grantor and the Grantee as regards the subject matter hereof.

11. Governing Law. 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.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the date first written above.

GRANTOR

By: 

Printed: Gurusharan Singh

By: 

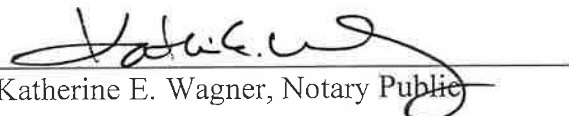
Printed: Payal G. Singh

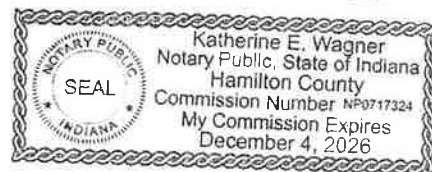
STATE OF INDIANA        )  
  )SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Gurusharan Singh and Payal G. Singh, the Grantor, and who, having been duly sworn, acknowledged the truth and accuracy of the representations made herein and the execution of the foregoing Agreement.

Witness my hand and Notarial Seal this 13<sup>th</sup> day of May, 2026.

My Commission Expires:  
12/4/2026

  
Katherine E. Wagner, Notary Public



**GRANTEE**

**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 James Barlow, a member of the City of Carmel, Indiana Board of Public Works & Safety and acknowledged execution of the foregoing Easement for and on behalf of City of Carmel, Indiana Board of Public Works & Safety.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

Residing in \_\_\_\_\_ County

\_\_\_\_\_  
Printed Name

STATE OF INDIANA        )  
                                  )SS:  
COUNTY OF HAMILTON )

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

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

Residing in \_\_\_\_\_ County

\_\_\_\_\_  
Printed Name

STATE OF INDIANA        )  
                                  )SS:  
COUNTY OF HAMILTON )

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

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

Residing in \_\_\_\_\_ County

\_\_\_\_\_  
Printed Name

STATE OF INDIANA        )  
                                  )SS:  
COUNTY OF HAMILTON )

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

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

Residing in \_\_\_\_\_ County

\_\_\_\_\_  
Printed Name

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

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

**Exhibit A**  
 Prepared for: Gradison Building Corp.  
 Drainage Easement Exhibit


**EASEMENT DESCRIPTION**

A part of the Southeast Quarter of Section 9, Township 17 North, Range 03 East of the Second Principal Meridian, Clay Township, Hamilton County, Indiana. This description prepared by: Bruce E. Strack, Indiana LS 20200057, working for Stoepfelwerth and Associates, Inc. as part of Project 114445, being more particularly described as follows:

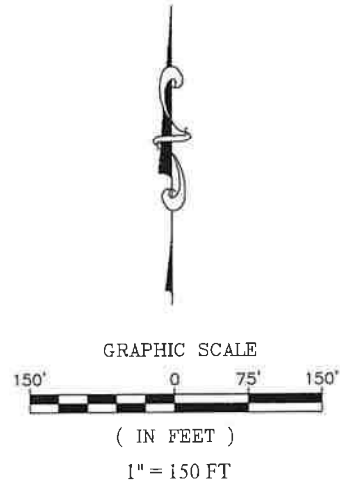
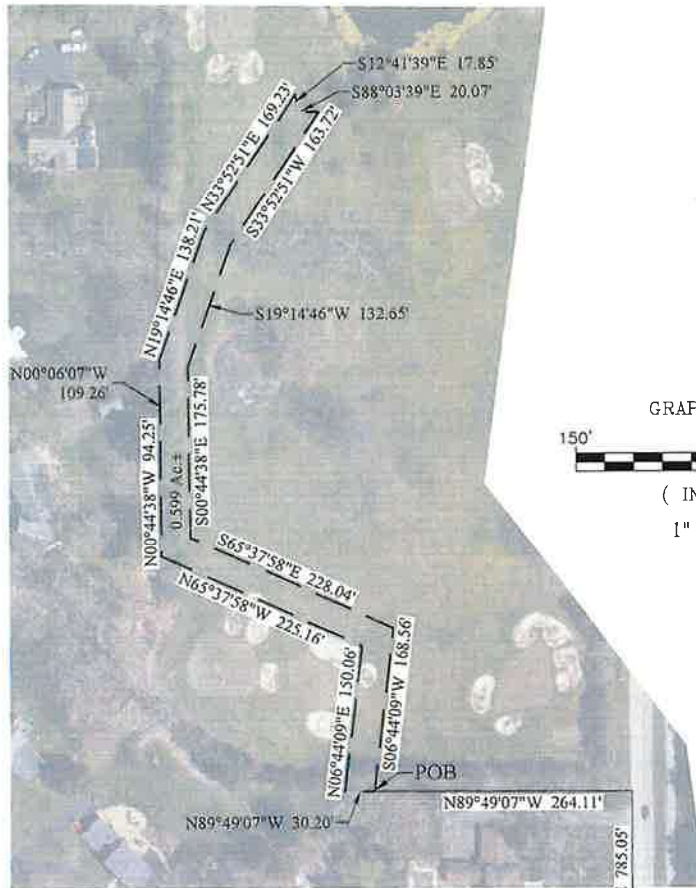
Commencing at the Southeast corner of said Quarter Section; thence North 00 degrees 10 minutes 53 seconds East, (assumed bearing) along the East Line of said Quarter Section, a distance of 785.05 feet to the extended South line of the land described in Instrument Number 2024036035 in the Office of the Hamilton County Recorder; thence North 89 degrees 49 minutes 07 seconds West, along said line and its extension, a distance of 264.11 feet to the POINT OF BEGINNING of this description; thence continuing along said line North 89 degrees 49 minutes 07 seconds West, a distance of 30.20 feet; thence North 06 degrees 44 minutes 09 seconds East, a distance of 150.06 feet; thence North 65 degrees 37 minutes 58 seconds West, a distance of 225.16 feet; thence North 00 degrees 44 minutes 38 seconds West, a distance of 94.25 feet to a West line of said land; thence North 00 degrees 06 minutes 07 seconds West, along said line, a distance of 109.26 feet; thence North 19 degrees 14 minutes 46 seconds East, a distance of 138.21 feet; thence North 33 degrees 52 minutes 51 seconds East, a distance of 169.23 feet to a westerly line of the existing Deerfield Legal Drain; thence South 12 degrees 41 minutes 39 seconds East, along said line, a distance of 17.85 feet to a Southwest corner of said Drain; thence South 88 degrees 03 minutes 39 seconds East, along a South line of said Drain, a distance of 20.07 feet; thence South 33 degrees 52 minutes 51 seconds West, a distance of 163.72 feet; thence South 19 degrees 14 minutes 46 seconds West, a distance of 132.65 feet; thence South 00 degrees 44 minutes 38 seconds East, a distance of 175.78 feet; thence South 65 degrees 37 minutes 58 seconds East, a distance of 228.04 feet; thence South 06 degrees 44 minutes 09 seconds West, a distance of 168.56 feet to the Point of Beginning, Containing 0.599 acres, more or less.

*Bruce E. Strack*  
 Bruce E. Strack  
 Registered Land Surveyor  
 Indiana No. 20200057  
 Certified: January 7, 2026



 <p style="font-size: 1.2em; font-weight: bold; letter-spacing: 0.2em;">STOEPPELWERTH</p> <p style="font-size: 0.8em; font-weight: bold; letter-spacing: 0.2em;">ALWAYS ON</p> <p style="font-size: 0.7em;">7965 East 106th Street, Fishers, IN 46038-2505              phone: 317.849.5935 fax: 317.849.5942</p>	JOB NO. 114445	PAGE
	DRAWN BY: JAB	1
	CHECKED BY: BES	
	DATE DRAWN: 01/07/2026	
	FIELDWORK DATE:	OF 2 SHEETS

**Exhibit B**  
 Prepared for: Gradison Building Corp.  
 Drainage Easement Exhibit



SE Cor., SE 1/4  
 Sec. 9-T17N-R03E

*Bruce E. Strack*  
 Bruce E. Strack  
 Registered Land Surveyor  
 Indiana No. 20200057  
 Certified: January 7, 2026



THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY OR A SURVEYOR LOCATION REPORT.

 7965 East 106th Street, Fishers, IN 46038-2505 phone: 317.849.5935 fax: 317.849.5942	JOB NO. 114445	PAGE
	DRAWN BY: JAB	<b>2</b>
	CHECKED BY: BES	OF 2 SHEETS
	DATE DRAWN: 01/07/2026	
	FIELDWORK DATE:	

May 21, 2026

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

**RE: GRANT OF PERPETUAL STORM WATER QUALITY MANAGEMENT EASEMENT – NEW RESIDENCE CONSTRUCTION AT 9804 DITCH RD**

Dear Board Members:

Gurusharan & Payal Singh have requested the city accept a Grant of Perpetual Storm Water Quality Management Easement associated with construction of new single-family residence at 9804 Ditch Rd.

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

Sincerely,



Brad Pease, P.E.  
City Engineer

Cross Reference to Deed: 2024036035

## GRANT OF PERPETUAL STORM WATER QUALITY MANAGEMENT EASEMENT

This easement (the "Easement") is by and between the **Singh, Gurusharan & Paval G.** (the "Grantor") and the City of Carmel, Indiana (the "City"), by and through its Board of Public Works & Safety (the "Grantee") and shall have as its effective date the later of the date on which Grantor executes this Easement or the date on which Grantee executes this easement;

### WITNESSETH THAT:

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

WHEREAS, Grantor intends to **build a dry detention basin** on the Real Estate and, in connection with the construction, development and operation of the private **residence**, the City has approved or will approve a Storm Water Management Permit (the "Permit"); and,

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

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

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

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

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

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

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

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

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

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

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

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

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

GRANTOR

By: 

Printed: Gurusharan Singh

By: 

Printed: Payal G. Singh

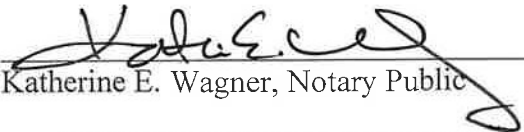
STATE OF INDIANA        )  
  )SS:  
COUNTY OF HAMILTON    )

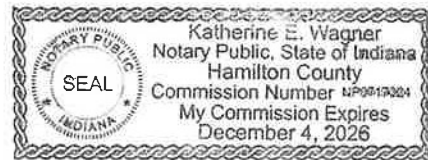
Before me, a Notary Public in and for said County and State, personally appeared Gurusharan Singh and Payal G. Singh, who acknowledged execution of the foregoing Easement for and on behalf of themselves.

Witness my hand and Notarial Seal this 13<sup>th</sup> day of May, 2026.

My Commission Expires:  
12/4/2026

Residing in Hamilton County

  
Katherine E. Wagner, Notary Public



**GRANTEE**

**CITY OF CARMEL BOARD OF PUBLIC WORKS & SAFETY**

\_\_\_\_\_  
Laura Campbell, Presiding Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
James Barlow, Member

Date: \_\_\_\_\_

\_\_\_\_\_  
Alan Potasnik, Member

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Jacob Quinn, Clerk

Date: \_\_\_\_\_

STATE OF INDIANA        )

)SS:

COUNTY OF HAMILTON    )

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

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

Residing in \_\_\_\_\_ County

\_\_\_\_\_  
Printed Name

STATE OF INDIANA        )  
                                  )SS:  
COUNTY OF HAMILTON    )

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

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires: \_\_\_\_\_  
Notary Public

Residing in \_\_\_\_\_ County  
Printed Name

STATE OF INDIANA        )  
                                  )SS:  
COUNTY OF HAMILTON    )

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

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires: \_\_\_\_\_  
Notary Public

Residing in \_\_\_\_\_ County  
Printed Name

STATE OF INDIANA        )  
                                  )SS:  
COUNTY OF HAMILTON )

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

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

Residing in \_\_\_\_\_ County

\_\_\_\_\_  
Printed Name

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

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

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

**Exhibit A**  
 Prepared for: Gradison Building Corp.  
 Storm Water Quality Management Easement Exhibit


**EASEMENT DESCRIPTION**

A part of the Southeast Quarter of Section 9, Township 17 North, Range 03 East of the Second Principal Meridian, Clay Township, Hamilton County, Indiana. This description prepared by: Bruce E. Strack, Indiana LS 20200057, working for Stoepfelwerth and Associates, Inc. as part of Project 114445, being more particularly described as follows:

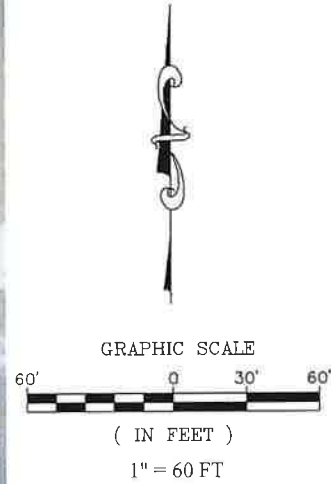
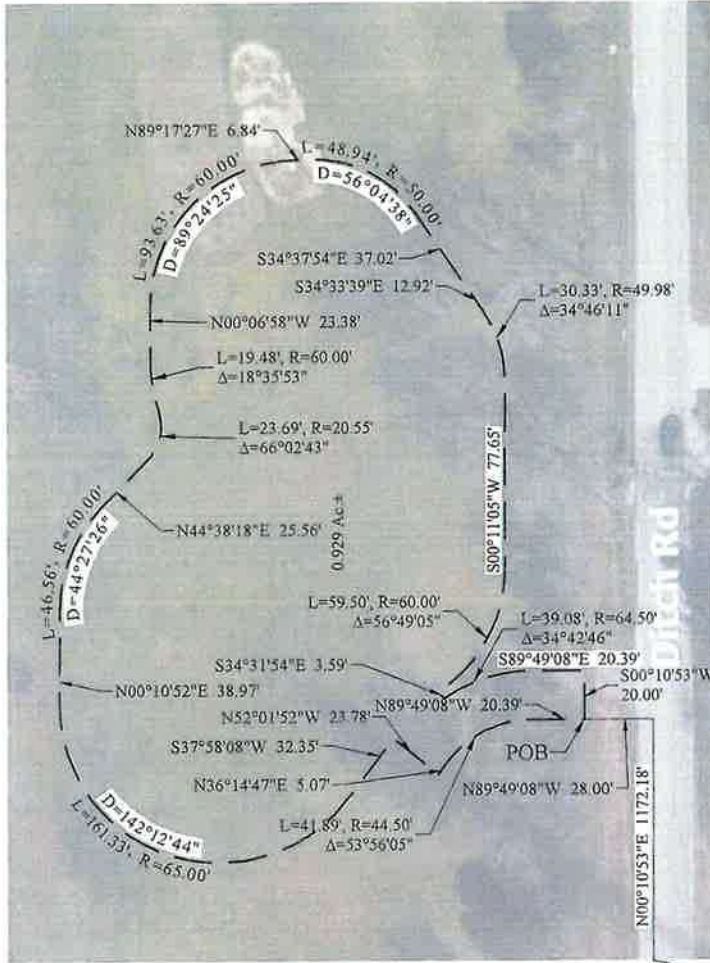
Commencing at the Southeast corner of said Quarter Section; thence North 00 degrees 10 minutes 53 seconds East, (assumed bearing) along the East Line of said Quarter Section, a distance of 1172.18 feet; thence North 89 degrees 49 minutes 08 seconds West, a distance of 28.00 feet to the East line of the land described in Instrument Number 2024036035 in the Office of the Hamilton County Recorder, and the POINT OF BEGINNING of this description; thence continuing along said line North 89 degrees 49 minutes 08 seconds West, a distance of 20.39 feet to a point on a curve concave southeasterly, the radius point of which bears South 00 degrees 10 minutes 52 seconds West, a distance of 44.50 feet from said point; thence southwesterly along said curve, an arc length of 41.89 feet to a point on said curve, said point being North 53 degrees 45 minutes 13 seconds West, a distance of 44.50 feet from the radius point of said curve; thence South 36 degrees 14 minutes 47 seconds West, a distance of 5.07 feet; thence North 52 degrees 01 minute 52 seconds West, a distance of 23.78 feet; thence South 37 degrees 58 minutes 08 seconds West, a distance of 32.35 feet to a point on a curve concave northerly, the radius point of which bears North 52 degrees 01 minute 52 seconds West, a distance of 65.00 feet from said point; thence westerly along said curve, an arc length of 161.33 feet to a point on said curve, said point being North 89 degrees 49 minutes 08 seconds West, a distance of 65.00 feet from the radius point of said curve; thence North 00 degrees 10 minutes 52 seconds East, a distance of 38.97 feet to a point on a curve concave easterly, the radius point of which bears South 89 degrees 49 minutes 08 seconds East, a distance of 60.00 feet from said point; thence northerly along said curve, an arc length of 46.56 feet to a point on said curve, said point being North 45 degrees 21 minutes 42 seconds West, a distance of 60.00 feet from the radius point of said curve; thence North 44 degrees 38 minutes 18 seconds East, a distance of 25.56 feet to a point on a non-tangent curve concave westerly, the radius point of which bears North 42 degrees 40 minutes 08 seconds West, a distance of 20.55 feet from said point; thence northerly along said curve, an arc length of 23.69 feet to a point on said curve, said point being North 71 degrees 17 minutes 09 seconds East, a distance of 20.55 feet from the radius point of said curve, said point also being the point of reverse curvature of a curve concave easterly, the radius point of which bears North 71 degrees 17 minutes 09 seconds East, a distance of 60.00 feet from said point; thence northerly along said curve, an arc length of 19.48 feet to a point on said curve, said point being South 89 degrees 53 minutes 02 seconds West, a distance of 60.00 feet from the radius point of said curve; thence North 00 degrees 06 minutes 58 seconds West, a distance of 23.38 feet to a point on a curve concave southeasterly, the radius point of which bears North 89 degrees 53 minutes 02 seconds East, a distance of 60.00 feet from said point; thence northeasterly along said curve, an arc length of 93.63 feet to a point on said curve, said point being North 00 degrees 42 minutes 33 seconds West, a distance of 60.00 feet from the radius point of said curve; thence North 89 degrees 17 minutes 27 seconds East, a distance of 6.84 feet to a point on a curve concave southwesterly, the radius point of which bears South 00 degrees 42 minutes 33 seconds East, a distance of 50.00 feet from said point; thence southeasterly along said curve, an arc length of 48.94 feet to a point on said curve, said point being North 55 degrees 22 minutes 06 seconds East, a distance of 50.00 feet from the radius point of said curve; thence South 34 degrees 37 minutes 54 seconds East, a distance of 37.02 feet; thence South 34 degrees 33 minutes 39 seconds East, a distance of 12.92 feet to a point on a non-tangent curve concave westerly, the radius point of which bears South 55 degrees 26 minutes 07 seconds West, a distance of 49.98 feet from said point; thence southerly along said curve, an arc length of 30.33 feet to a point on said curve, said point being South 89 degrees 47 minutes 42 seconds East, a distance of 49.98 feet from the radius point of said curve; thence South 00 degrees 11 minutes 05 seconds West, a distance of 77.65 feet to a point on a curve concave northwesterly, the radius point of which bears North 89 degrees 48 minutes 55 seconds West, a distance of 60.00 feet from said point; thence southwesterly along said curve, an arc length of 59.50 feet to a point on said curve, said point being South 32 degrees 59 minutes 50 seconds East, a distance of 60.00 feet from the radius point of said curve; thence South 34 degrees 31 minutes 54 seconds East, a distance of 3.59 feet to a point on a non-tangent curve concave southerly, the radius point of which bears South 34 degrees 31 minutes 54 seconds East, a distance of 64.50 feet from said point; thence easterly along said curve, an arc length of 39.08 feet to a point on said curve, said point being North 00 degrees 10 minutes 52 seconds East, a distance of 64.50 feet from the radius point of said curve; thence South 89 degrees 49 minutes 08 seconds East, a distance of 20.39 feet to the East line of said land; thence South 00 degrees 10 minutes 53 seconds West, along said line, a distance of 20.00 feet to the Point of Beginning, Containing 0.929 acres, more or less.

*Bruce E. Strack*  
 Bruce E. Strack  
 Registered Land Surveyor  
 Indiana No. 20200057  
 Certified: January 7, 2026



 <p style="font-size: 24pt; font-weight: bold; letter-spacing: 0.5em;">STOEPPELWERTH</p> <p style="font-size: 12pt; font-weight: bold;">ALWAYS ON</p> <p style="font-size: 8pt;">7965 East 106th Street, Fishers, IN 46038-2505              phone: 317.849.5935 fax: 317.849.5942</p>	JOB NO. 114445	PAGE
	DRAWN BY: JAB	1
	CHECKED BY: BES	
	DATE DRAWN: 01/07/2026	
	FIELDWORK DATE:	
		OF 2 SHEETS

**Exhibit B**  
 Prepared for: Gradison Building Corp.  
 Storm Water Quality Management Easement Exhibit



SE Cor., SE 1/4  
 Sec. 9-T17N-R03E

THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY OR A SURVEYOR LOCATION REPORT.

*Bruce E. Strack*  
 Bruce E. Strack  
 Registered Land Surveyor  
 Indiana No. 20200057  
 Certified: January 7, 2026



 <b>STOEPPELWERTH</b> ALWAYS ON 7965 East 106th Street, Fishers, IN 46038-2505 phone: 317.849.5935 fax: 317.849.5942	JOB NO. 114445	PAGE <b>2</b> OF 2 SHEETS
	DRAWN BY: JAB	
	CHECKED BY: BES	
	DATE DRAWN: 01/07/2026	
	FIELDWORK DATE:	

May 20, 2026

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

**RE: 12213 N MERIDIAN STREET – HAMILTON CROSSING EAST BLOCK A - REPLAT**

Dear Board Members:

Patrick Sowinski with Kimley-Horn and Associates, Inc. has requested a replat for Hamilton Crossing East Block A at 12213 N Meridian Street 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

July 23, 2025

City of Carmel Department of Community Services Planning & Zoning  
One Civic Sq.  
Carmel, IN 46032

**RE: *Replat of Block A, Hamilton Crossing East Secondary Plat***

Staff,

On behalf of our KRG Hamilton Crossing, LLC, we respectfully submit an application to Replat Block A of the Hamilton Crossing East Secondary Plat.

The replat is intended to subdivide divide Block A into 0.226 AC Block A-1, and 6.899 AC Block A-2. This replat is being submitted in order to create Block A-1 as a separate parcel to be sold by the property owner.

A document titled “Hamilton Crossing East Secondary Plat - Replat Lot 1., 2A & 2B – Recorded” is a recorded plat showing the current configuration of Block A. The document titled “Hamilton Crossing East Secondary Plat - Replat of Block A.pdf” is the proposed replat to subdivide Block A as previously outlined in this memo.

For these reasons, we are submitting this application. Please don’t hesitate to reach out if there are any questions regarding the contents of this application.

Sincerely,



Kimley-Horn and Associates, Inc.  
Patrick Sowinski, P.E.  
Kimley-Horn and Associates, Inc.  
Direct: 317-533-6362 | Mobile: 317-586-1187  
Patrick.Sowinski@kimley-horn.com

May 21, 2026

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

**RE: 10450 LAUREL RIDGE LANE - LAUREL RIDGE LOTS 1 & 2 - REPLAT**

Dear Board Members:

Karen Sutton with Kuhn & Gustafson Land Surveying, Inc. has requested a replat for Laurel Ridge Lot 1 at 1390 Ridgeway Ln and Lot 2 at 10450 Laurel Ridge Rd be placed on the Board of Public Works and Safety agenda for approval and signatures.

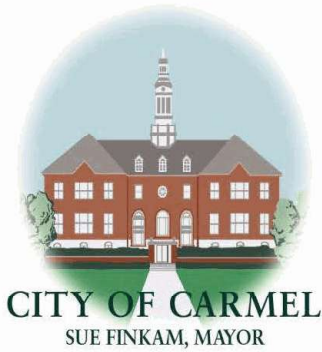
The plat has been reviewed and signed by the Department of Community Services and reviewed by the Department of Engineering with approval. Therefore, I recommend the Board approve and sign this plat.

Sincerely,



Bradley Pease, P.E.  
City Engineer

ATTACHMENT: MYLAR PLAT



5/22/2026

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

**Re: Consent to Encroach (deck) at 5903 William Conner Way**

Dear Board Members:

A Consent to Encroach document signed by Bandauski, Todd B & Craig M Williams jtrs, owners of the property with the common address 5903 William Conner Way , 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 06/03/2026 BPW meeting.

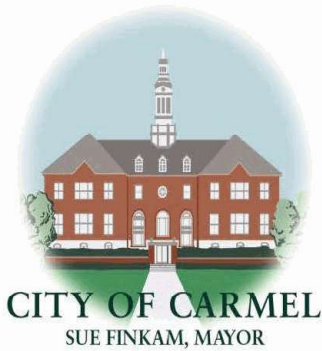
The Department of Engineering has reviewed and approved the encroachment document. Upon approval and signature by the Board Members the document will be recorded with the Hamilton County Recorder's Office.

Sincerely,

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

**Bradley Pease, PE**  
City Engineer

ATTACHMENT: CONSENT TO ENCROACH DOCUMENT



5/22/2026

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

**Re: Request for Variance (deck) at 5903 William Conner Way**

Dear Board Members:

Bandauski, Todd B & Craig M Williams jtrs, owner of the property with the common address 5903 William Conner Way, have requested a variance from the Carmel City Code Section 6-227(a)(4) for the installation of a 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 1:09 pm, May 22, 2025

THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Bandauski, Todd B & Craig M Williams jtrs, 5903 William Conner Way, Carmel, Hamilton County, Indiana 46033, (individually and collectively, "Owner"), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety ("City").

WITNESSETH:

WHEREAS, Owner owns in fee simple Lot 12 ("Lot") in MOFFITT FARM AT PRAIRIE VIEW, section 1, which is located within the corporate limits of the City of Carmel, Indiana ("Subdivision"), which real estate is more particularly described in Exhibit A, attached hereto and incorporated herein by the reference; and

WHEREAS, the official plat of the Subdivision was recorded in PC 2 SLIDE 53, Instrument Number 9751493 in the Office of the Hamilton County Recorder on 11/30/1997, as MOFFITT FARM AT PRAIRIE VIEW, section 1 (the "Plat"); and

WHEREAS, the current Owner wishes to install a 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, utility and sewer easement, identified as "10' D.U.&S.E." on Exhibit B (the "Easement"); and

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

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

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

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

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

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

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

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

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

"OWNER"

PROPERTY OWNER

PROPERTY OWNER

Todd Bandauski

Printed Name

[Signature]

Signature

Date: 05/22/2026

Craig M Williams

Printed Name

[Signature]

Signature

Date: 05/22/2026

STATE OF INDIANA )  
 ) SS:  
 COUNTY OF Hamilton )

Before me, a Notary Public in and for said County and State, personally appeared Todd Bandauski & Craig M. Williams 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 22<sup>nd</sup> day of May, 2026.

My Commission Expires:

11/24/2028

[Signature]  
 NOTARY PUBLIC

Adam P Ruberry  
 Printed Name

My County of Residence: Hamilton

Adam P Ruberry  
 Notary Public - Seal  
 State of Indiana  
 Hamilton County  
 My Commission Expires 11/24/2028  
 Commission No. NP0730154

"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 hereby certify that The Schneider Corporation prepared the plat known as "Moffitt Farm at Prairie View - Section 1" a subdivision in Hamilton County, Indiana, the plat of which is recorded as Instrument Number 9751493 in Plat Cabinet 2, Slide No. 53 in the Office of the Recorder of Hamilton County.

This instrument is filed for purposes of correcting a scrivener's error on said plat whereby the northeasterly lines of Lots 40 and 41 are labelled identified incorrectly as "South 60 degrees 45 minutes 56 seconds East - 93.22 feet" and "South 64 degrees 51 minutes 46 seconds East - 104.14 feet" respectively.

The northeasterly line of Lot 40, in fact, has an angle point near the southeasterly end thereof. The dimensions for said northeasterly line should have been and are hereinafter labelled as "South 60 degrees 45 minutes 56 seconds East a distance of 93.22 feet" for the northerly portion of the lot line and "South 64 degrees 51 minutes 46 seconds East - 1.91 feet" for the southerly portion of the line.

The length of the northeasterly line of Lot 41 should be and is hereinafter labelled as "South 64 degrees 51 minutes 46 seconds East a distance of 102.24 feet."

Certified this 19<sup>th</sup> day of May, 1998

Gary R Kent  
Gary R. Kent  
Registered Land Surveyor #S0389, Indiana



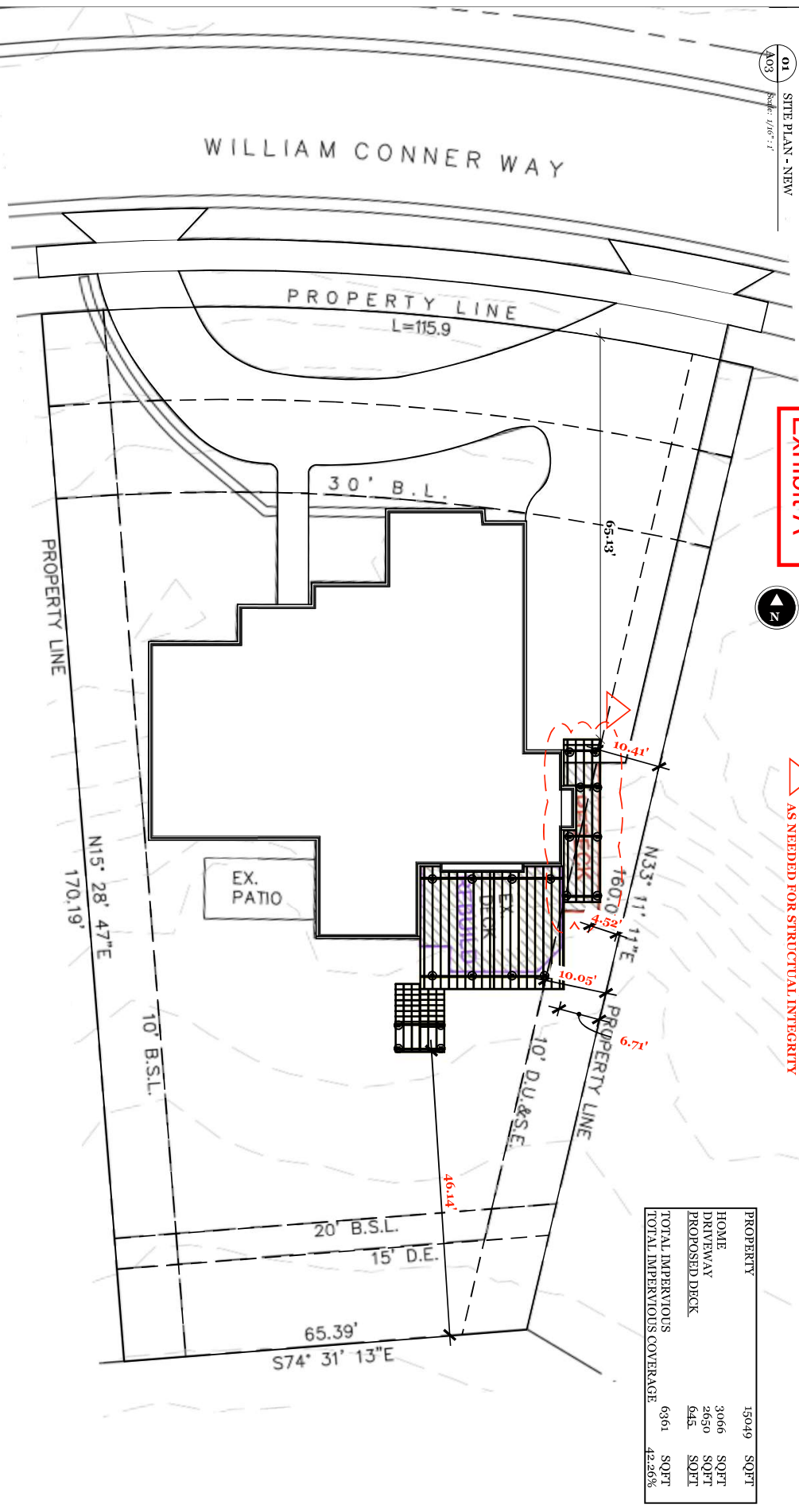
J:\1065\DW  
XREF:11base  
05/14/98  
SHEET 1 OF

This instrument prepared by Gary R. Kent  
Registered Land Surveyor #S0389, Indiana  
The Schneider Corporation.

**Exhibit A**

EXISTING DECK - MITIGATE/MODIFY FRAMING  
 AS NEEDED FOR STRUCTURAL INTEGRITY

**\*Damage to the existing right-of-way shall be restored/ repaired to the satisfaction of the City at the completion of the project.**



SITE PLAN - NEW																	
5903 WILLIAM CONNER WAY		<table border="1"> <tr> <th colspan="2">REVISIONS</th> </tr> <tr> <th>NO.</th> <th>DATE</th> </tr> <tr> <td>1</td> <td></td> </tr> <tr> <td>2</td> <td></td> </tr> <tr> <td>3</td> <td></td> </tr> <tr> <td>4</td> <td></td> </tr> <tr> <td>5</td> <td></td> </tr> </table>		REVISIONS		NO.	DATE	1		2		3		4		5	
REVISIONS																	
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3																	
4																	
5																	



5/26/2026

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

**Re: Consent to Encroach (aluminum pergola on an existing deck) at 14329 Arcadian Cir**

Dear Board Members:

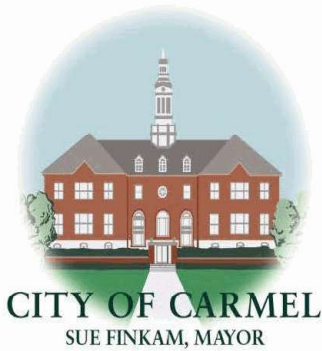
A Consent to Encroach document signed by Adams, Patrick C & Donnamarie T Adams Trustees Adams Family Trust, owners of the property with the common address 14329 Arcadian Cir , is submitted to the Board for signatures. A variance for the encroachment is also submitted to the Board of Public Works for approval during the 06/03/2026 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", written in a cursive style.

**Bradley Pease, PE**  
City Engineer



5/26/2026

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

**Re: Request for Variance (aluminum pergola on an existing deck) at 14329 Arcadian Cir**

Dear Board Members:

Adams, Patrick C & Donnamarie T Adams Trustees Adams Family Trust, owner of the property with the common address 14329 Arcadian Cir, have requested a variance from the Carmel City Code Section 6-227(a)(4) for the installation of a aluminum pergola on an existing 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 Sergio Ordoñez at 11:00 am, May 26, 2009

THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Adams, Patrick C & Donnamarie T Adams Trustees Adams Family Trust, 14329 Arcadian Cir, Carmel, Hamilton County, Indiana 46033, (individually and collectively, "Owner"), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public

WITNESSETH:

WHEREAS, Owner owns in fee simple Lot 286 ("Lot") in CHERRY CREEK ESTATES, section 6B, 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 4 SLIDE 81, Instrument Number 2006-34032 in the Office of the Hamilton County Recorder on 06/14/2006, as CHERRY CREEK ESTATES, section 6B (the "Plat"); and

WHEREAS, the current Owner wishes to install a aluminum pergola on an existing 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 20' Drainage, Utility and Sewer Easement , identified as "20' D.U.&S.E." on Exhibit B (the "Easement"); and

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

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

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

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

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

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

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

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

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

"OWNER"

PROPERTY OWNER

Patrick C. Adams  
 Printed Name  
Patrick C. Adams  
 Signature  
 Date: 5/26/26

PROPERTY OWNER

Donnamarie T. Adams  
 Printed Name  
Donna T. Adams  
 Signature  
 Date: 5/26/26

STATE OF INDIANA )  
 ) SS:  
 COUNTY OF Hamilton )



Before me, a Notary Public in and for said County and State, personally appeared Patrick and Donnamarie Adams 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 26 day of May, 2026

My Commission Expires:

January 01, 2032

Jessica Dieckman  
 NOTARY PUBLIC  
Jessica Dieckman  
 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

Cherry Creek Estates, Section 6B

I, the undersigned Registered Land Surveyor hereby certify that the included plot correctly represents a subdivision of part of the Northeast Quarter of Section 22, Township 18 North, Range 4 East, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter of said Quarter section; thence South 00 degrees 02 minutes 35 seconds East along the West line of said Quarter Section 271.74 feet to a point on the Northwest corner of Cherry Creek Estates, Section 6A recorded as Instrument No. 2005030934, Plat Cabinet No. 3, Slide No. 581 in the Office of the Recorder of Hamilton County, Indiana. The following course is along the Northern boundary of said Cherry Creek Estates, Section 6A; (1) North 89 degrees 37 minutes 03 seconds East 20.00 feet to the POINT OF BEGINNING; thence continuing North 89 degrees 37 minutes 03 seconds East 1,298.05 feet; thence South 00 degrees 03 minutes 49 seconds East 957.14 feet; thence South 52 degrees 01 minutes 59 seconds West 41.67 feet to the point of curvature of a curve concave northerly, the radius point of said curve being North 37 degrees 58 minutes 01 seconds West 460.00 feet from said point; thence westerly along said curve 301.77 feet to the point of tangency of said curve, said point being South 00 degrees 22 minutes 48 seconds East 460.00 feet from the radius point of said curve; thence South 89 degrees 37 minutes 12 seconds West 4.57 feet to a point on the Southeast corner of said Cherry Creek Estates, Section 6A. The following thirteen (13) courses are along the Eastern and Northern boundary of said Section 6A; (1) North 00 degrees 03 minutes 49 seconds West 588.03 feet; (2) North 89 degrees 37 minutes 03 seconds East 2.89 feet; (3) North 00 degrees 22 minutes 57 seconds West 172.50 feet; (4) South 89 degrees 37 minutes 03 seconds West 458.03 feet; (5) South 63 degrees 28 minutes 00 seconds West 70.58 feet to a point on a curve concave southwesterly, the radius point of said curve being South 64 degrees 30 minutes 03 seconds West 175.00 feet from said point; (6) northwesterly along said curve 81.73 feet to the point of tangency of said curve, said point being North 37 degrees 44 minutes 30 seconds East 175.00 feet from the radius point of said curve, said point also being the point of curvature of a curve concave easterly, the radius point of said curve being North 37 degrees 44 minutes 30 seconds East 20.00 feet from said point; (7) northerly along said curve 28.15 feet to a point on said curve, said point being North 61 degrees 37 minutes 14 seconds West 20.00 feet from the radius point of said curve; (8) North 62 degrees 50 minutes 36 seconds West 50.01 feet to a point on a curve concave northwesterly, the radius point of said curve being North 61 degrees 58 minutes 12 seconds West 20.00 feet from said point; (9) southwesterly along said curve 25.72 feet to the point of tangency of said curve; said point being South 11 degrees 43 minutes 28 seconds West 20.00 feet from the radius point of said curve, said point also being the point of curvature of a curve concave southerly, the radius point of said curve being South 11 degrees 43 minutes 28 seconds West 175.00 feet from said point; (10) westerly along said curve 36.21 feet to the point of tangency of said curve, said point being North 00 degrees 07 minutes 35 seconds West 175.00 feet from the radius point of said curve; (11) South 89 degrees 52 minutes 25 seconds West 276.90 feet; (12) North 45 degrees 04 minutes 48 seconds West 36.63 feet; (13) North 00 degrees 07 minutes 35 seconds West 215.61 feet to the place of beginning. Containing 14.031 acres, more or less, subject to all legal highways, rights-of-ways, easements, and restrictions of record.

This subdivision consists of 45 lots numbered 274-310, 346-353 (both inclusive) and 4 Common Areas labeled C.A. #25 - C.A. #28 (both inclusive). The size of lots and width of streets are shown in feet and decimal parts thereof.

Cross-Reference is hereby made to a survey plat prepared by Stoepelwerth & Associates, Inc. in accordance with Title 865, Article 1, Chapter 12 of the Indiana Administrative Code recorded as Instrument Number 200300094229 in the Office of the Recorder of Hamilton County, Indiana.

I, the undersigned, hereby certify that I am a Registered Land Surveyor, licensed in compliance with the laws of the State of Indiana and that the within plat represents a subdivision of the lands surveyed within the cross referenced survey plat, and that to the best of my knowledge and belief there has been no change from the matters of the survey revealed by the cross-reference survey on any lines that are common with the new subdivision.

Witness my signature this 5<sup>TH</sup> day of NOVEMBER 2005.



May 21, 2026

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

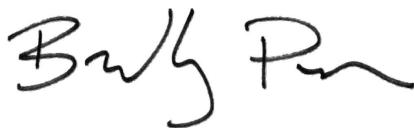
**RE: RIGHT OF WAY DEDICATION – NEW RESIDENCE CONSTRUCTION – 9804 DITCH RD**

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

**FORM OF  
DEDICATION & DEED OF PUBLIC RIGHTS-OF-WAY  
Tax Parcel No(s). 17-13-09-00-00-015.001**

**THIS INDENTURE WITNESSETH:**

That Singh, Gurusharan & Payal G (the "Grantor"), the fee simple owner(s) 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 represent and warrant that they are the fee simple owners of the Property; that Grantor has full capacity to convey the Property; that they have full authority to execute and deliver this instrument; that they are therefore, fully 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]*





# 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 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 Dedication & 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: \_\_\_\_\_

**Exhibit A**  
 Prepared for: Gradison Building Corp.  
 Public Right-of-Way Exhibit

LAND DESCRIPTION

A part of the Southeast Quarter of Section 9, Township 17 North, Range 03 East of the Second Principal Meridian, Clay Township, Hamilton County, Indiana. This description prepared by: Bruce E. Strack, Indiana LS 20200057, working for Stoeppelwerth and Associates, Inc. as part of Project 114445, being more particularly described as follows:

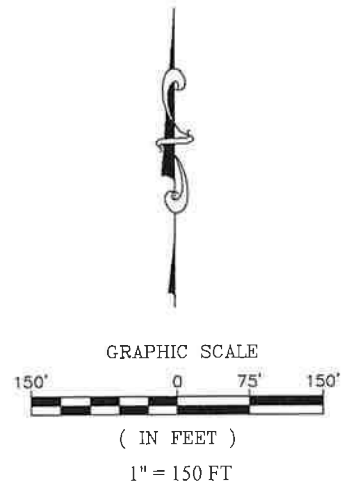
Commencing at the Southeast corner of said Quarter Section; thence North 00 degrees 10 minutes 53 seconds East, (assumed bearing) along the East Line of said Quarter Section, a distance of 785.05 feet to the extended South line of the land described in Instrument Number 2024036035 in the Office of the Hamilton County Recorder; thence North 89 degrees 49 minutes 07 seconds West, along said line extension, a distance of 28.00 feet to the Southeast corner of said land, and the POINT OF BEGINNING of this description; thence continuing along said line North 89 degrees 49 minutes 07 seconds West, a distance of 12.00 feet; thence North 00 degrees 10 minutes 53 seconds East, a distance of 725.00 feet to the North line of said land; thence South 89 degrees 49 minutes 16 seconds East, along said line, a distance of 12.00 feet to the Northeast corner of said land; thence South 00 degrees 10 minutes 53 seconds West, along the East line of said land, a distance of 725.00 feet to the Point of Beginning, Containing 0.200 acres, more or less.

*Bruce E. Strack*  
 Bruce E. Strack  
 Registered Land Surveyor  
 Indiana No. 20200057  
 Certified: January 7, 2026



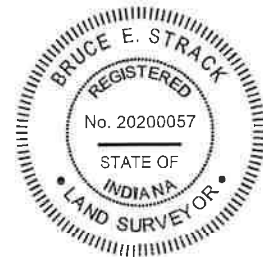
 <p style="font-size: 1.2em; font-weight: bold; letter-spacing: 0.2em;">STOEPPELWERTH</p> <p style="font-size: 0.8em; font-weight: bold; letter-spacing: 0.2em;">ALWAYS ON</p> <p style="font-size: 0.7em;">7965 East 106th Street, Fishers, IN 46038-2505              phone: 317.849.5935 fax: 317.849.5942</p>	JOB NO. 114445	<p style="font-size: 0.8em;">PAGE</p> <p style="font-size: 2em; font-weight: bold; letter-spacing: 0.5em;">1</p> <p style="font-size: 0.8em;">OF 2 SHEETS</p>
	DRAWN BY: JAB	
	CHECKED BY: BES	
	DATE DRAWN: 01/07/2026	
	FIELDWORK DATE:	

**Exhibit B**  
 Prepared for: Gradison Building Corp.  
 Public Right-of-Way Exhibit



SE Cor., SE 1/4  
 Sec. 9-T17N-R03E

*Bruce E. Strack*  
 Bruce E. Strack  
 Registered Land Surveyor  
 Indiana No. 20200057  
 Certified: January 7, 2026



THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY OR A SURVEYOR LOCATION REPORT.

 <b>STOEPPELWERTH</b> ALWAYS ON 7965 East 106th Street, Fishers, IN 46038-2505 phone: 317.849.5935 fax: 317.849.5942	JOB NO. 114445	PAGE <b>2</b> OF 2 SHEETS
	DRAWN BY: JAB	
	CHECKED BY: BES	
	DATE DRAWN: 01/07/2026	
	FIELDWORK DATE:	

Prior Deed Reference: Instrument No.  
2026022688 in the Recorder's Office for  
Hamilton County, Indiana

### **STORM SEWER EASEMENT AGREEMENT**

This Sanitary Sewer Easement Agreement (the "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2026 (the "Effective Date"), by and between **Kathleen A. Cook**, ("Grantor") and the **City of Carmel, Indiana** ("Grantee").

#### **RECITALS:**

A. Grantor is the owner of certain real property located at 805 Oswego Road in Hamilton County, Indiana ("Grantor's Property").

B. An existing stormwater sewer line is located on a portion of Grantor's Property (the "Existing Sewer").

C. Grantor desires to grant Grantee a permanent, exclusive easement (the "Easement") over, through, under, upon and across that portion of Grantor's Property where the Existing Sewer is located, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein (the "Easement Property"), to provide for the laying, installing, constructing, maintaining, operating, inspecting, altering, repairing, replacing and removing sewer utility lines; sewer mains, pipes, conduits; auxiliary or feeder service mains, pipes, conduits; manholes; and other facilities, appliances, apparatus and structures necessary for the purpose of providing stormwater sewage disposal services on, over, through, under, upon, and across the Easement Property (the "Improvements"). The Improvements shall include the Existing Sewer.

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 an exclusive, perpetual easement for the purpose for the laying, installing, constructing, maintaining, operating, inspecting, altering, repairing, replacing and removing the Improvements on, over, through, under, upon, and across the Easement Property. Grantee shall have the right, subject to the terms herein, to: (a) remove from the Easement Property 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; and (b) make such alterations and improvements to the Easement Property as Grantee deems may be necessary or useful in the exercise of Grantee's rights hereunder. Grantee shall also have the right of ingress and egress over, under, upon and across the Grantor's Property for purposes of access to the Easement Property; provided, however, that Grantee shall promptly repair and restore any portion of Grantor's Property, including any personal property located thereon, damaged by Grantee or

Grantee's employees, agents or contractors as a result of entering onto Grantor's Property.

2. Obligations of Grantee. After the completion of any work in the Easement Property, Grantee shall restore the Easement Property, to the extent practicable, to a similar condition as existed prior to the commencement of any work done by or for Grantee on the Easement 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. Grantee shall exercise its rights under this Easement in a manner that minimizes interference with Grantor's use and enjoyment of the Easement Property. Notwithstanding the foregoing, 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 unless approved in advance by Grantee, which approval shall not be unreasonably withheld, conditioned or delayed. Grantor shall not perform any act which would 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 not in existence as of the Effective Date.

4. Obligations of Grantor. Grantor shall maintain and care for any landscaping and 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. Additional Rights. The easement granted herein also includes the rights and privileges to temporarily use 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 in, under, upon, over, and/or across the Easement Property. Use of temporary space on Grantor's Property shall only be used with Grantor's consent, which shall not be unreasonably withheld. In the event of an emergency, no such consent shall be necessary. Grantor shall be allowed to do all acts and things requisite and necessary for the full enjoyment of the easement hereby granted.

6. 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. All covenants and agreements hereunder may be enforced by an action for specific performance, and in the event that a party breaches any such covenant or agreement, the other party may exercise any remedy available hereunder, at law or in equity, and recover from the breaching party all amounts expended in connection with exercising any such remedy (including without limitation, court costs and attorneys' fees).

7. Environmental Matters. Grantor covenants and represents that neither the Grantor's Property nor the Easement Property is not presently the subject of, nor has there been any threats received by Grantor of any federal, state or states, or local environmentally related lien, proceeding, claim, liability or action. 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; (ii) acts of Grantor or any other third party; or (iii) conditions on the Grantor's Property or the Easement Property not created by Grantee.

8. 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.

9. 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.

10. 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.

11. 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 shall be necessary for such termination, modification, or amendment.

12. 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.

13. 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  
                                  One Civic Square  
                                  Carmel, Indiana 46032  
                                  Attn: Director of Utilities

If to Grantor: Kathleen A. Cook  
805 Oswego Road  
Carmel, IN 46032

Any such notice will be effective three days after the notice has been deposited in the United States mail, as provided above, or if earlier upon receipt.

14. 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.

15. Authority. The person executing this instrument on behalf of Grantor and Grantee hereby represents that she has the authority to bind Grantor or Grantee, as applicable, 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 Grantor is the fee simple owner of the Easement Property; that Grantor has the right to grant this easement; that Grantor guarantees the quiet possession of the Easement Property to the Grantee; that the Easement Property is free of any liens or encumbrances, except the lien of current taxes and any other lien or encumbrance that, as of the date of execution hereof, appears of public record; no approval of any other party is necessary for the granting of this Agreement or to the extent necessary has been obtained by Grantor; and that, subject to the foregoing, Grantor will warrant and defend Grantee's title to the easement granted hereby against all claims thereon.

IN WITNESS WHEREOF, the parties hereto have executed this Sanitary Sewer Easement Agreement as of the day and year first above written.

*Signature Page to Follow*

GRANTOR:

Kathleen A Cook  
Kathleen A. Cook

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Indiana )

Before me, a Notary Public in and for said County and State, personally appeared Kathleen A. Cook, who, having been duly sworn, acknowledged execution of the foregoing "Sewer Line Easement Agreement".

Witness my hand and notarial seal this 24 day of April, 2026.



Courtney Livingston

Notary Public

Courtney Livingston

Printed Name

My Commission Expires:

October 1, 2032

My County of Residence:

Hamilton

Grantee:

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: \_\_\_\_\_

STATE OF INDIANA        )  
  )  
SS: COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared Laura Campbell, James Barlow and Alan Potasnik, who having been duly sworn/affirmed, state(s) that they are members of the City of Camel's Board of Public Works and Safety , and Jacob Quinn, Clerk of the City of Carmel, who acknowledged the execution of the foregoing Agreement on behalf of such entity.

Witness my hand and notarial seal this      day of                     , 20  .

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires:

My County of Residence:

\_\_\_\_\_

\_\_\_\_\_

This instrument was prepared by Allison N. Lynch McGrath, City of Carmel, 1 Civic Sq. Carmel, IN 46032.

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. Allison N. Lynch McGrath

Notice is hereby given that the Board of Public Works and Safety of the City of Carmel, Indiana (the "City") will hold a public hearing at 10:00 AM EDT, on June 3, 2026, in the Council Chambers located in Carmel City Hall, 1 Civic Square, Carmel, IN 46032, concerning a recommendation to award a public-private agreement for the development, construction, operation, and transfer of the Merchants Square Area Road and Utility Improvements Project, to be located in the City and in accordance with Indiana Code 5-23, et seq. (the "Act"). After review and analysis of proposals received pursuant to a request for proposals in accordance with the Act, a recommendation has been made to the City to award the public-private agreement to Avenew, Inc. (the "Developer") of Indianapolis, IN. Copies of the proposals and a written explanation of the basis upon which the recommendation is being made are with City Engineering and are available for public inspection and copying during regular business hours at the City Engineering Department, 1 Civic Square, Carmel IN, 46032, phone (317) 571-2441. This notice of public hearing is required by Indiana Code 5-23-5-9. The public is invited to comment on the matters herein noted, and all taxpayers, residents or interested parties who appear will be given a reasonable opportunity to express their views on the recommendation.

Dated this 8<sup>th</sup> day of May, 2026.