



City of Carmel

CARMEL BOARD OF PUBLIC WORKS MEETING AGENDA

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

1. MEETING CALLED TO ORDER

2. AGENDA APPROVAL

3. MINUTES

- a. **Minutes from the July 01, 2026, Regular Meeting**

4. TABLED ITEMS

- a. **Request for Purchase of Goods and Services; Iron Brick, LLC.; (\$5,242,345.00); Enterprise Resource Planning Modernization Project;** Zac Jackson, Chief Financial Officer

5. CONTRACTS

- a. **Request for Professional Services; Heapy Solutions, LLC; (\$216,000.00); Phase 1 Energy Center Feasibility/Design Work; Additional Services Amendment #1;** Zachary Jackson, Chief Financial Officer
- b. **Request for Agreement between City of Carmel and Vendor; Marathon Health, LLC; (\$959,815.64); Second Amendment to Health Services Agreement;** Nicole Murphey, Director of Human Resources
- c. **Request for Purchase of Goods and Services; CrossRoad Engineers, P.C.; (\$157,416.90); Range Line Road - On-Street Parking Improvements, Inspection Fees; Additional Services Amendment #2;** Matt Higginbotham, Street Commissioner

6. REQUEST TO USE CITY STREETS/PROPERTY

- a. **Request to Use/Close City Streets; Ghost and Goblins 5k/2k; October 24, 2026; (Rain Date October 31, 2026); 5:00 AM to 12:00 PM;** Jennifer Penix, Carmel Education Foundation
- b. **Request to Use/Close Streets; Christmas for Lorie; August 29, 2026; 3:00 PM to 10:00 PM;** Steven Graves
- c. **Request to Use/Close City Streets; Mayor's Neighborhood Pop-Up ; September 28,**

2026; (Rain Date September 29, 2026); 3:30 PM to 7:30 PM; Melissa Hopson, City of Carmel

- d. **Request to Use Midtown Plaza; Special Request to Use Electricity; Carmel Sister Cities Winter Festival and Caroling; December 11, 2026; 4:00 PM to 9:00 PM;** Andris Berzins, Carmel Sister Cities

7. OTHER

- a. **Request for Lease Agreement Between Clay Township of Hamilton County, Indiana, Carmel Fire Department, and the City of Carmel; John W. Hensel Government Center and Douglas Callahan Fire Station No. 345;** Chief Joel Thacker, Carmel Fire Department
- b. **Resolution BPW 07-15-26-01; A Resolution of the Board of Public Works and Safety of the City of Carmel; Request for Acknowledgment of Amending the City of Carmel Special Event/Facility Use Policy;** Nick Weber, Chief of Staff
- c. **Request for DORA Designation: Salt;** John M Bales II, Salt Dining LLC
- d. **Request for Consent to Encroach; 2654 Millgate Ct;** Property Owners
- e. **Request for Secondary Plat; 1414 E 116th Street;** Andrew Baxtor, Forefront Surveying and Engineering
- f. **Request for Secondary Plat; 2275 W 146th Street;** Gabe Cunningham, Lennar
- g. **Request for Stormwater Technical Standards Waiver; 12818 Andover Drive;** Richard & Lynne Ouellette
- h. **Request for Grant of Path Easement; 942 Auman Drive West;** Steven & Nocole Kofkoff

8. ADD-ONS AND DEPARTMENT DIRECTOR COMMENTS

9. ADJOURNMENT

Board of Public Works Members

Laura Campbell,
Presiding Officer
Appointed by Mayor Finkam
Term January 17, 2024,
Until a Successor is Appointed

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

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

Next Meeting: August 05, 2026



City of Carmel

CARMEL BOARD OF PUBLIC WORKS MEETING MINUTES

WEDNESDAY, JULY 1, 2026 - 10:00 AM
COUNCIL CHAMBERS/CITY HALL/ONE CIVIC SQUARE

MEETING CALLED TO ORDER

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

MINUTES

Minutes from the June 17, 2026, Regular Meeting. Board Member Potasnik moved to approve. Board Member Barlow seconded. Minutes Approved 2-0.

TABLED ITEMS

*Request for Purchase of Goods and Services; Iron Brick, LLC.; (\$5,242,345.00); Enterprise Resource Planning Modernization Project; Zac Jackson, Chief Financial Officer **REMAINS TABLED 06-17-26***

CONTRACTS

Request for Purchase of Goods and Services; All Safe Industries, Inc.; (\$62,190.00); Handheld Systems for Identification of Gas and Vapors; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 3-0.

Request for Agreement between City of Carmel and Crown Castle; Crown Castle; (\$24,000.00 per year); Agreement to Amend Lease - 5484 E 126th St; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 3-0.

Request for Purchase of Goods and Services; CSU, Inc.; (\$136,763.88); Underground Conduit; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 3-0.

Request for Professional Services; HWC Engineering, Inc.; (\$768,000.00); 24-ENG-04a and 24-ENG-04b Inspection Services; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 3-0.

34 *Request for Purchase of Goods and Services; JDH Contracting, Inc.; (\$142,537.86); Fiber*
35 *Placement and Termination; Board Member Potasnik moved to approve. Board Member*
36 *Barlow seconded. Request Approved 3-0.*

37
38 *Request for Professional Services; Rundell Ernstberger Associates, Inc.; (\$87,000.00); 22-ENG-*
39 *01-Monon Blvd & Urban Trail - Phase 3 Construction Observation; Additional Services*
40 *Amendment #1b; Board Member Potasnik moved to approve. Board Member Barlow*
41 *seconded. Request Approved 3-0.*

42 *Request for Purchase of Goods and Services; StreetScan USA, Inc.; (\$68,600.00 per annum);*
43 *Annual Data Management/License/TotalStreets; Board Member Potasnik moved to approve.*
44 *Board Member Barlow seconded. Request Approved 3-0.*

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

46
47 *Request to Use Civic Square Gazebo and Lawn; School of Rock Summer Season Final Show;*
48 *August 8, 2026; (Rain Date August 15, 2026); 10:00 AM to 4:00 PM; Board Member Potasnik*
49 *moved to approve. Board Member Barlow seconded. Request Approved 3-0.*

50
51 *Request to Use City Streets; Mia's Movement Walk-Run; August 15, 2026; (Rain Date August*
52 *16, 2026); 8:00 AM to 11:55 AM; Board Member Potasnik moved to approve. Board Member*
53 *Barlow seconded. Request Approved 3-0.*

54
55 *Request to Use City Streets; Kingswood Block Party; September 26, 2026; (Rain Date October*
56 *3, 2026); 12:00 PM to 10:00 PM; Board Member Potasnik moved to approve. Board Member*
57 *Barlow seconded. Request Approved 3-0.*

58
59 *Request to Use City Center Plaza and Use/Close City Streets; Special Request to Use*
60 *Electricity; Oktoberfest; October 2, 2026; 10:00 AM to 11:00 PM; Board Member Potasnik*
61 *moved to approve. Board Member Barlow seconded. Request Approved 3-0.*

62 **OTHER**

63
64 *Request for DORA Designation: Old Spaghetti Factory; Board Member Potasnik moved to*
65 *approve. Board Member Barlow seconded. Request Approved 3-0.*

66 *Request for DORA Designation: The Champagne Society; Board Member Potasnik moved to*
67 *approve. Board Member Barlow seconded. Request Approved 3-0.*

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69 *Request for Consent to Encroach; 9872 Morningstar Lane; Board Member Potasnik moved to*
70 *approve. Board Member Barlow seconded. Request Approved 3-0.*

71
72 *Request for Dedication and Deed of Public Right of Way; 12550 Spring Mill Rd; Board Member*
73 *Potasnik moved to approve. Board Member Barlow seconded. Request Approved 3-0*

74 Request for Aerial Waiver of BPW Resolution NO. 04-28-17-01; 96th St & Cedar Point Drive; Board
75 Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 3-
76 0.

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

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79 Board Member Potasnik moved to Add-On Item. Board Member Barlow seconded. Add-On
80 Approved 2-0.

81 **Request for Purchase of Goods and Services; Avenew Roads, Inc.; (\$3,500,000.00);**
82 Phase 1-24-ENG-04a-116TH St and AAA Way; Sergey Grechukhin, Corporation Counsel,
83 briefly speaks, this is the first phase of the Build Operate Transfer (BOT) Agreement with the
84 contractor, Avenew Roads, Inc., that you approved two meetings ago. The BOT Agreement
85 encompasses multiple phases of major infrastructure improvements for the Engineering and
86 Utility Departments (collectively the "Project"). Specifically, The Project shall be in phases
87 which will include improvements to the existing roads, drainage system, water distribution
88 system and sanitary sewer collection system, including the construction of three new
89 roundabouts at 116th Street and AAA Way, Carmel Drive and AAA Way, and Carmel Drive
90 and Keystone Way, sanitary sewer replacement along Rangeline Road, Medical Drive, and
91 Carmel Drive and Kinzer Drive, storm sewers, watermain replacement along Carmel Drive,
92 installation of new sanitary sewer along Keystone Way E, Keystone Way and Kinzer avenue.
93 This phase is for 116th and the AAA way around the roundabout and related improvements.
94 It is scheduled to start on July 13th and should last about 65 days with some incentives for
95 early completion. As there are a lot of moving parts in the Project, we would like to approve
96 the project without delay, that is the reason for the add-on request. Brad Pease, Director of
97 Engineering, briefly speaks there will be no change in orders and if it goes under, we have an
98 agreement on that. There is an incentive for the schedule, which we've talked about a couple
99 of times. We are excited to see how quickly and on time we can get this done with those
100 incentives. We have had great success with the raised roundabouts, and we plan for 60-65
101 days for it to be done.
102 Board Member Potasnik moved to approve. Board Member Barlow seconded. Request
103 Approved 2-0.

104
105 Board Member Potasnik moved to Add-On Item. Board Member Barlow seconded. Add-On
106 Approved 2-0.

107 **Request for Dedication and Deed of Public Right of Way; North End Apartments LLC**
108 Board Member Potasnik moved to approve. Board Member Barlow seconded. Request
109 Approved 2-0.

110 **ADJOURNMENT**

111 Board Member Barlow adjourned the meeting at 10:11 am.
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APPROVED:

Jacob Quinn – City Clerk

Chairwoman Laura Campbell

ATTEST:

Jacob Quinn – City Clerk

PRIME CONTRACT AGREEMENT

This Agreement (“**Agreement**”) is made and entered into between the City of Carmel (the “**Customer**”) and Iron Brick Associates, LLC (“**Reseller**”) effective as of _____, 2026 (the “**Effective Date**”) for the Customer’s Enterprise Resource Planning (ERP) Modernization project (“**Project**”). Customer and Reseller are hereinafter collectively referred to individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, this Agreement is issued against Reseller’s OMNIA Partners HR, Finance and Planning contract #159124 (Region 14 ESC-TX), exclusive of Section IV “Region 14 – Terms and Conditions” (hereinafter referred to as the “OMNIA Contract”). In the event of any inconsistency between OMNIA Contract, and this Agreement, the terms of this Agreement shall control;

WHEREAS, Iron Brick is an authorized reseller of certain third-party software, platforms, and services, including those provided by Workday, Inc. (“**Workday**”), hereafter referred to as “**Partner**”;

WHEREAS, the Customer desires to procure Partner software subscriptions and related services from Reseller, as Partner’s authorized reseller, as set forth in the applicable Order Forms attached hereto;

WHEREAS, the aforementioned Partner has issued standard Order Forms, Terms of Service and End User Subscription Agreements (EUSAs) or equivalent agreements (collectively, the “**End User Agreements**”), which govern the Customer’s use of each respective Partner’s software subscription and/or related services.

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

1. Scope of Services.

Subject to and conditioned on the Customer’s payment of Fees as set forth in Paragraph 2 and compliance with all applicable terms and conditions of the attached Order Forms and End User Agreements, Reseller shall provide to Customer the Partner software subscriptions and related services set forth in the Exhibits attached hereto:

Exhibit A - Workday Subscription and Training Order Form
Exhibit B – Workday Implementation Statement of Work

In the event of any inconsistency between the provisions of this Agreement and the Exhibits, the terms of the Exhibits shall control. The Exhibits shall be deemed a binding agreement between the Customer and the applicable Partner. Reseller shall coordinate the execution and order process as an intermediary, but shall not alter, amend, or override the Exhibit Order Forms or End User Agreements without the express written agreement by the applicable Partner.

The Subscription Services shall commence on the date identified in Exhibit A or as otherwise agreed to between the parties and shall be completed in accordance with the terms of the Exhibit A Order Form. The implementation SOW services shall commence on the date identified in Exhibit B or as otherwise agreed to between the parties and shall be completed in accordance with the terms of the Exhibit B Statement of Work.

2. Payment.

Customer shall pay Reseller the total contract value of: **\$5,242,345.00** (exclusive of Reimbursable Expenses) for all Services in accordance with the terms and conditions of this Agreement. The total contract value for the Services are identified below. The payment schedules are located in Exhibit A and Exhibit B. The Customer shall make payments to the Reseller within thirty (30) days from the date of Reseller's invoice.

Fee Summary

Description	Payment Amount
Workday Subscription Fees (10-year term)	\$3,239,520.00
Workday Training Fees (10-year term)	\$105,325.00
Workday Implementation Fees	\$1,897,500.00
Total Contract Value	\$5,242,345.00

The amount stated above is the entire compensation, exclusive of reimbursable expenses (which shall be invoiced separately as incurred), payable to Reseller for the Services hereunder, including all labor, materials, tools and equipment furnished by Reseller Partners.

The Customer shall reimburse Reseller for the actual and necessary out-of-pocket travel expenses ("Reimbursable Expenses") incurred by Reseller and the third-party providers in connection with the Services provided under this Agreement, including air and surface transportation, lodging, car rental, and meals. Customer shall make payments for Reimbursable Expenses, based on invoices received, for Services provided in accordance with this Agreement. Customer shall have thirty (30) days from the receipt of an invoice to pay Reseller.

3. Independent Contractor.

It is understood and agreed that this Agreement is not a contract of employment and does not create an employer-employee relationship between the Customer and Reseller. At all times Reseller shall be an independent contractor. Reseller acts solely as an authorized reseller and facilitator of access to the products and services identified in the attached Exhibits. Reseller does not itself provide the licensed software or hosted services or implementation services described in the attached Order Forms and End User Agreements and shall have no liability with respect to the performance or non-performance of those services by Partners.

4. Notice.

All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received: (i) if personally delivered; (ii) if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and (iii) upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to the respective Parties as follows:

Reseller: Iron Brick Associates, LLC
362 Old Hollow Rd.
Sperryville, VA 22740
ATTN: Legal Counsel

Customer: City of Carmel, Indiana
One Civic Square

Carmel, IN 46032
Attn: City Clerk

5. Execution in Counterpart.

This Agreement may be executed in counterparts and/or by facsimile or other electronic means, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterpart, shall constitute one Agreement, which shall be binding upon and effective as to all Parties.

6. Assignment, Governing Law.

Reseller or its Partners may, without obtaining such consent, assign this Agreement to any affiliate of such Party or to any person in connection with any sale or other transfer of the business or assets of Reseller or Partner, provided that the assignee assumes and has the ability to perform the assigning Party's duties and obligations under the Agreement. Reseller or its Partners may engage affiliates, Partners and other third parties to perform a portion of the Services. This Agreement is governed by Indiana law.

7. Consequential Damages.

Notwithstanding anything to the contrary herein, to the extent permitted by law, in no event shall either Party be liable for any loss of anticipated savings, harm to reputation, impaired goodwill or lost productivity, lost profits or revenue, diminution in value or consequential, indirect, incidental, special, punitive or exemplary damages suffered by the other Party or its Representatives arising from or related to the Agreement, regardless of the applicable legal theory of recovery or the foreseeability thereof (and whether or not such Party was advised of the possibility thereof).

8. Limitation of Liability.

IN NO EVENT SHALL IRON BRICK'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT FOR THE SERVICES DURING THE IMMEDIATELY PRECEDING 12-MONTH PERIOD FOR THE SERVICES FROM WHICH THE CLAIM AROSE.

9. Severability.

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

10. Entire Agreement.

This Agreement, including all Exhibits and attachments, shall constitute the entire agreement and understanding between the Parties hereto and shall supersede and replace any and all prior or contemporaneous representations, agreements or understandings of any kind, whether written or oral, relating to the subject matter hereof. Any additional, inconsistent, or conflicting terms appearing on any purchase order, invoice, or other documentation issued by the Customer shall be null and void and have no legal effect. Changes to the Agreement may be made only in writing signed by the Parties. This Agreement shall be binding on all the Parties and their successors and assigns.



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date above.

CUSTOMER
City of Carmel

RESELLER
Iron Brick Associates, LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
WORKDAY SUBSCRIPTION AND TRAINING ORDER FORM

Subscription and Training Order Form
("Order Form")

Customer Name ("Customer")	City of Carmel, IN
Reseller Partner Name ("Partner")	Iron Brick Associates LLC
Reseller Partner Principal Address	362 Old Hollow Rd, Sperryville, Virginia, 22740, United States
Workday Entity	Workday, Inc. Address: http://www.workday.com/contracting-entity-addresses
Product Terms	This Order Form is subject to and governed by Workday End User Subscription Agreement v25.5H ("EUSA") https://www.workday.com/en-us/legal/end-user-subscription-terms-and-conditions/index.html
Order Form Effective Date	The later of the dates of the parties' signatures below
Order Term	June 30, 2026 through June 29, 2036
Currency	USD
Total Fees	\$3,239,520.00

Subscription Payment Schedule Table

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the Reseller Agreement, invoiced upon Order Form Effective Date	\$295,854
2	Due on First anniversary of the Order Term start date	\$301,771
3	Due on Second anniversary of the Order Term start date	\$307,807
4	Due on Third anniversary of the Order Term start date	\$313,963
5	Due on Fourth anniversary of the Order Term start date	\$320,242
6	Due on Fifth anniversary of the Order Term start date	\$326,647
7	Due on Sixth anniversary of the Order Term start date	\$333,180
8	Due on Seventh anniversary of the Order Term start date	\$339,843
9	Due on Eighth anniversary of the Order Term start date	\$346,640
10	Due on Ninth anniversary of the Order Term start date	\$353,573
	Total Payment Amount	\$3,239,520.00

Training Payment Schedule Table

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the Reseller Agreement, invoiced upon Order Form Effective Date	\$45,250.00
2	Due on First anniversary of the Order Term start date	\$6,675.00
3	Due on Second anniversary of the Order Term start date	\$6,675.00
4	Due on Third anniversary of the Order Term start date	\$6,675.00
5	Due on Fourth anniversary of the Order Term start date	\$6,675.00

6	Due on Fifth anniversary of the Order Term start date	\$6,675.00
7	Due on Sixth anniversary of the Order Term start date	\$6,675.00
8	Due on Seventh anniversary of the Order Term start date	\$6,675.00
9	Due on Eighth anniversary of the Order Term start date	\$6,675.00
10	Due on Ninth anniversary of the Order Term start date	\$6,675.00
	Total Payment Amount	\$105,325.00

Subscription Fees Table

Subscription Period	Date Range	Subscription Fee
1	June 30, 2026 through June 29, 2027	\$295,854
2	June 30, 2027 through June 29, 2028	\$301,771
3	June 30, 2028 through June 29, 2029	\$307,807
4	June 30, 2029 through June 29, 2030	\$313,963
5	June 30, 2030 through June 29, 2031	\$320,242
6	June 30, 2031 through June 29, 2032	\$326,647
7	June 30, 2032 through June 29, 2033	\$333,180
8	June 30, 2033 through June 29, 2034	\$339,843
9	June 30, 2034 through June 29, 2035	\$346,640
10	June 30, 2035 through June 29, 2036	\$353,573
	Total Subscription Fee	\$3,239,519.00

For the avoidance of doubt, the Payment Schedule Table(s) will be used for invoicing purposes. The Subscription Fees Table provides the Subscription Fees for each applicable Subscription Period. The Subscription Fee for Subscription Period 2 onwards includes a capped Innovation Index of 2.0% (as defined in the Additional Definitions Section below). During the initial Order Term, any increases due to CPI (also defined below) are waived.

This Order Form is subject to and governed by the EUSA. In the event of a conflict, the provisions of this Order Form take precedence over the EUSA. All remittance advice and invoice inquiries shall be directed to accounting@ironbrick.com.

1. Renewal.

Partner may renew all Services on this Order Form for a five-year Renewal Term (“**First Renewal Term**”) based on a one-time increase of 8%. The one-time Renewal Increase will be calculated based on the final Subscription Period Fees listed in the Subscription Fees Table (“**Base Subscription Fee**”). If the final Subscription Period is a partial year, the Base Subscription Fee is the annualized value of the final Subscription Period. The Expansion Rate(s) for the Renewal Term shall be increased by the same percentage as the Annual Renewal Increase. This Renewal option is valid only if Partner’s Base Subscription Fee for the Renewal Term is equal to or greater than the Base Subscription Fee defined herein and Partner renews all Subscription Services included in this Order Form plus the Base Subscription Fee in any subsequent purchase of any additional SKUs purchased during this Order Term. Annual Renewal Subscription Fees exclude fees for any additional Subscription Rights purchased at the time of renewal. Fees for the Renewal Term are due by the first day of each corresponding year of the Renewal Term.

Renewal Table- First Renewal Term

Renewal Term Years	Annual Renewal Subscription Fees
1st year of Renewal Term	Base Subscription Fee + 8% year over year increase
2nd year of Renewal Term	Previous Year Subscription Fee
3rd year of Renewal Term	Previous Year Subscription Fee
4th year of Renewal Term	Previous Year Subscription Fee
5th year of Renewal Term	Previous Year Subscription Fee

Following the First Renewal Term, Partner may renew all Services on this Order Form for a single five-year Renewal Term (“**Second Renewal Term**”) based on a one-time increase of 8%. The one-time Renewal Increase will be calculated based on the final Subscription Period Fees listed in the Subscription Fees Table in the First Renewal Term (“**Base Subscription Fee of First Renewal Term**”). If the final Subscription Period is a partial year, the Base Subscription Fee is the annualized value of the final Subscription Period. The Expansion Rate(s) for the Renewal Term shall be increased by the same percentage as the Annual Renewal Increase. This Renewal option is valid only if Partner’s Base Subscription Fee for the Renewal Term is equal to or greater than the Base Subscription Fee defined herein and Partner renews all Subscription Services included in this Order Form plus the Base Subscription Fee in any subsequent purchase of any additional SKUs purchased during this Order Term. Annual Renewal Subscription Fees exclude fees for any additional Subscription Rights purchased at the time of renewal. Fees for the Renewal Term are due by the first day of each corresponding year of the Renewal Term.

Renewal Table- Second Renewal Term

Renewal Term Years	Annual Renewal Subscription Fees
6th year of Renewal Term	Base Subscription Fee of First Renewal Term + 8% year over year increase
7th year of Renewal Term	Previous Year Subscription Fee
8th year of Renewal Term	Previous Year Subscription Fee
9th year of Renewal Term	Previous Year Subscription Fee
10th year of Renewal Term	Previous Year Subscription Fee

2. Additional Definitions (as applicable).

“**CPI**” means the consumer price index established by the United States Department of Labor for All Urban Consumers, US City Average, All Items (change in annual average).

“**Renewal Term CPI**” means CPI established for the calendar year prior to the most recent February 1 preceding the Renewal Term, if a positive number.

“**Innovation Index**” means the fixed annual rate of increase in Subscription Fees based on improved Service functionality and performance that is a result of Workday’s efforts and investment in product development and infrastructure.

3. Growth and Expansion Fees.

Customer is responsible for ensuring the Growth and Expansion reporting processes described in the attached Customer Order Addendum are followed by the Customer. The fees due from Customer to IronBrick resulting from the Customer’s growth and expansion will be determined as set forth in this section and will be documented in an additional Order Form, Subscription Growth Acknowledgement or other

ordering document (“Ordering Document”) to be executed by both Customer and IronBrick. Such Ordering Document must be executed no later than 30 days prior to each anniversary of the Order Term start date until the Renewal (as defined above), at which time the Reporting obligation will be incorporated into the Renewal Term.

Customer’s specific Service SKUs, Annual Subscription Rights, and associated entitlements are detailed, as applicable, in the Subscription Rights Table and Additional Metric Count Table found in the Customer Order Addendum.

a. FSE Metric Reporting.

Reporting for Active FSE Worker Records is based on the additional FSE Workers which are defined as any Active FSE Worker records exceeding the Baseline FSE Count.

FSE Calculation Table:

Worker Category	Total Workers	Applicable Percentage	FSE Count
Full Time Employees	676	100.0%	676
Part-Time Employees	75	25.0%	19
Associates	25	12.5%	4
Former Workers with Access	80	2.5%	3
Total FSE Count:	856		701

FSE Expansion Subscription Fees Table

SKU	Annual FSE Expansion Rate
All Service SKU(s) with the FSE Pricing Metric in the Subscription Rights Table unless stated otherwise within this table	\$317.62
LDPTT	\$33.86
LDPUSP	\$55.86
LDPHCM	\$90.23
LDPBEN	\$28.53

b. Additional Metric Reporting based on total cumulative number.

Reporting for the following SKU(s) is based on the total cumulative number set forth in the Subscription Rights Table for the 12-month period preceding the Count Date. For avoidance of doubt, reporting at the end of Year 1 is based on Customer’s full annual entitlement outlined in the Subscription Rights Table.

i. Additional Metric Expansion Table

SKU	Additional Metric Increase	Annual Expansion Rate for Additional Metric Increase
LDPTT	Unlimited Tracked Worker-Months	\$8,660.00

In addition to the obligations set forth above, if Iron Brick provides an Ordering Document regarding fees for excess Subscription Rights during the Order Term, the customer will execute such Ordering Document and pay the applicable fees.

Resale Transaction Partner Contact Information

	Billing, In Care of <i>Responsible for payment processing and will receive invoicing and billing-related communications.</i>	Subscriptions Contact <i>Main point of contact for responding to and fulfilling the Growth and Expansion Obligations.</i>
Contact Name		
Street Address City/Town, State/Region/County, Zip/Post Code, Country	1 Civic Sq Carmel Indiana 46032 United States	1 Civic Sq Carmel Indiana 46032 United States
Phone/Fax #		
Email (required)		

Customer hereby attests and certifies that it has entered into a legally binding and fully executed subscription agreement, purchase order, or other definitive purchasing arrangement ("**End-User Agreement**") with IronBrick for the subscription of certain Workday Service(s) and offerings

IN WITNESS WHEREOF, this Order Form is entered into as of the Order Form Effective Date.

City of Carmel, IN
Iron Brick Associates LLC

 Signature

 Signature

 Name

 Name

 Title

 Title

 Date Signed

 Date Signed

CUSTOMER ORDER ADDENDUM

Reseller Name	Iron Brick Associates LLC
Customer Name	City of Carmel, IN
Customer Address	1 Civic Sq, Carmel, Indiana, 46032, United States
Customer Order Term	June 30, 2026 through June 29, 2036
Tenant (or Instance as applicable) Base Name <i>Tenant Base Name is used to generate Workday tenant URLs.</i>	carmel

Service SKUs identified in the Workday Service SKU Descriptions Addendum below are subject to the Product Terms for the applicable Product Line available at <https://www.workday.com/en-us/legal/end-user-subscription-terms-and-conditions/index.html?tab=Product-Terms>, which are incorporated herein by reference and for which Workday will provide notice of updates by posting updated versions. Any Service SKU described in this Customer Order Addendum is a Covered Service under the Workday Universal DPE and Workday Universal Security Exhibit. Use of the Services is subject to the EUSA. “End User Subscription Agreement (EUSA)” means the End User Subscription Agreement located at <https://www.workday.com/content/dam/web/en-us/documents/legal/workday-end-user-agreement.pdf>.

For customers based in the U.S., certain portions of the Service included in this Order Form can be used with optional downloadable software components (“**Downloadable Components**”). Any applicable tax for Downloadable Components will be separately presented on the invoice based on a valuation attributed to the Downloadable Components. As of the Order Form Effective Date, there is no value attributed to any of the Downloadable Components.

Non-Generally Available Functionality

The Rate Card may include functionality that is not generally available. Such functionality is still in the design phase and in Workday’s sole discretion is subject to change or removal at any time and may never be made available to Customer for use.

Flex Credits are available only to customers on the EUSA. By utilizing any available Workday Agents or Platform Capabilities identified in the Rate Card, Customer agrees to the applicable Product Terms.

Flex Credit Policy and Rate Card

Customer agrees to the Flex Credit and Platform Entitlement Policy available at: <https://www.workday.com/content/dam/web/en-us/documents/legal/the-policy-v259.pdf>

Customer may redeem Flex Credits using the Rate Card available at: <https://www.workday.com/content/dam/web/en-us/documents/legal/flex-credits-rate-card-v262.pdf>

Subscription Rights Table

SKU	Service	Pricing Metric	Annual Subscription Rights
LDPHCM	Core Human Capital Management - LDP	FSE*	Full Enterprise (incl. Former Workers with Access)
LDPBEN	Benefits - LDP	FSE*	Full Enterprise

LDPCIBH	Carrier Integrations by Benefit Harbor	FSE*	Full Enterprise
LDPUSP* *	Payroll for United States - LDP	FSE*	United States-based Employees
LDPREC	Recruiting - LDP	FSE*	Full Enterprise
LDPTLO	Talent Optimization - LDP	FSE*	Full Enterprise
LDPFIN	Core Financials - LDP	FSE*	Full Enterprise
LDPPPLNF	Financial Planning - LDP	FSE*	Full Enterprise
LDPTT	Time Tracking - LDP	FSE*	Police & Fire with up to 2,200 Tracked Worker-Months
LDPAM	Absence Management - LDP	FSE*	Full Enterprise
LDPEXP	Expenses - LDP	FSE*	Full Enterprise
LDPPRO	Procurement - LDP	FSE*	Full Enterprise

*For Pricing Metric details see the Full-Service Equivalent (“FSE”) Count Table below.

**The number of FSE Workers for all Payroll Services and any Workday payroll connector will always be equal to the total number of FSE Workers for HCM minus Former Workers with Access.

Full-Service Equivalent (“FSE”) Count Table

FSE Population Category	Baseline FSE Count
Full Enterprise (incl. Former Workers with Access)	701
Full Enterprise	699
United States-based employees	699
Police & Fire	351

Named Support Contacts Table

Number of Named Support Contacts*	6
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*Named Support Contacts are the contacts that may request and receive support services from Workday and must be trained on the Workday product(s) for which they initiate support requests.

Contact Information for Customer

	Customer Support <i>Main point of contact for Workday Support and will receive initial login credentials.</i>	Security Contact <i>The Named Support Contact responsible for receiving security notifications.</i>
Contact Name		
Street Address City/Town, State/Region/County, Zip/Post Code, Country		
Phone/Fax #		
Email (required)		

1. General.

Unless otherwise defined herein, capitalized terms used in this Customer Order Addendum have the same meaning as set forth in the EUSA. Customer’s subscription rights are based on the maximum indicated in the Subscription Rights Table and any use in excess of such maximum(s) indicated will be subject to the Growth and Expansion section herein. Notwithstanding the foregoing, Workday Flex Credits are subject to the Flex Credit Reporting Obligation in the Growth and Expansion section herein. Annual Subscription Rights limits may not be decreased during the Order Term.

2. FSE Metric Calculation and Worker Category Definitions.

The total FSE Count is calculated by categorizing each Worker to one of the Worker Categories below, multiplying the applicable number of Workers by the Applicable Percentage, and then adding the FSE Count for each Worker Category.

FSE Calculation Table:

Worker Category	Total Workers	Applicable Percentage	FSE Count
Full Time Employees	676	100.0%	676
Part-Time Employees	75	25.0%	19
Associates	25	12.5%	4
Former Workers with Access	80	2.5%	3
Total FSE Count:	856		701

The Service may be used by Customer only for the Worker Categories listed above and as defined below.

“Full-Time Employee” is an employee of Customer regularly scheduled for more than twenty hours per week regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer’s internal standard practices. A Full-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

“Part-Time Employee” is an employee of Customer regularly scheduled for twenty hours per week or less regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer’s internal standard practices. A Part-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

"Associate" is an individual not counted as a Full-Time or Part-Time Employee but in one of the following categories: temporary employees, independent contractors and affiliated non-employees including, but not limited to, volunteers and vendors whose Active Records are in the Service.

“Former Worker with Access” is a former worker that continues to have access to the Service through the Employee Self-Service features. Former Workers with Access are only included in the Subscription Rights for the Human Capital Management Service.

Former Workers with Static Records shall be excluded from the FSE calculation but may continue to be maintained in the Service. “**Static Records**” are records in the Service for workers with whom Customer has no further relationship and to whom Customer does not provide self-service access. Static Records include former worker records used solely for historical reference. All other worker records are “**Active Records**”.

3. Additional Metric Definition(s).

Additional Metric Definition Table.

	Metric	Definition
LDPTT	Tracked Worker-Months	A calendar month with time entered for a worker, regardless of the number of time entries during the month for that worker. Each unique month and worker combination will be counted.

4. Growth and Expansion Reporting.

A. Annual Reporting Obligation.

Customer will report to Reseller no earlier than 90 days and no later than 60 days (“**Annual Reporting Period**”) based on the number of Active FSE Worker Records and Additional Metrics provided herein, as applicable, as of 90 days (“**Count Date**”) prior to each anniversary of the Order Term start date. If the Annual Reporting Obligation shows amounts higher than those stated in this Customer Order Addendum, the Annual Subscription Rights in the Subscription Rights Table will be adjusted upward for the remainder of the Order Term. Customer may contact IronBrick with Growth and Expansion Reporting at subscriptions@ironbrick.com.

B. Flex Credit Reporting Obligation.

In addition to the obligations set forth above, if Reseller provides an Ordering Document to document any additional fees due for any use in excess of the entitlement in the Flex Credit and Platform Entitlement Policy, Customer will execute such Ordering Document and pay the applicable fees based on the rates in the then-current Rate Card.

WORKDAY SERVICE SKU DESCRIPTIONS ADDENDUM

Customer may only use the Service SKUs subscribed to as indicated in the body of this Order Form.

Service	Product Line	Description
Core Human Capital Management - LDP	Human Capital Management	Core HCM includes management of the unified worker system of record; organization management; staffing management; basic compensation management; safety incident tracking; business asset tracking; management of business plans. Core HCM supports the organization's onboarding through new hire tasks; calls attention to the on-boarding process; guides workers through a checklist of actions; and enables communication of relevant corporate and job-related information. Core HCM also enables the creation of electronic Form I-9s for U.S. employment verification and the ability to distribute documents to new hires and track acknowledgements or electronic signatures. Core HCM includes Workday Foundation elements such as dashboards, reporting, analytics, Business Process Framework and self-service. Workday HCM includes connectors that facilitate integration to select Workday partners that provide capabilities including: recruiting, learning, time and attendance, and user account provisioning (LDAP/Active Directory).
Benefits - LDP	Human Capital Management	Benefits enables the set-up of benefit plans, benefit groups, eligibility rules and benefit rates; maintenance of enrollment event and cross plan rules for benefit plans; management of benefit and open enrollment events, evidence of insurability, and individual rates for workers; and tracking of beneficiaries and dependents.
Carrier Integrations by Benefit Harbor	Human Capital Management	Carrier Integrations by Benefit Harbor allows organizations to send benefit data to a broad network of carriers, eliminating the need to build individual integrations and enabling seamless carrier changes.
Payroll for United States - LDP	Payroll	Workday Payroll for US supports the creation and management of Payroll for U.S. employees. Configure earnings, deductions, accumulations, and balances. Identify tax authorities each company wishes to withhold for. Manage worker tax data, payment elections, involuntary withholding orders, and payroll input. Calculate, review/audit, and complete payrolls and settlement runs. Configure and calculate payroll commitments. Workday Payroll includes connectors that facilitate integration to select Workday partners that provide capabilities, including: time and attendance, tax filing, check printing, and direct deposit.

Recruiting - LDP	Talent Management	Workday Recruiting supports an organization in its talent acquisition process. It is designed to help hiring managers and recruiters identify, hire and onboard the right talent for their business. Workday Recruiting supports the hiring process, including pipeline management, requisition management, job posting distribution, interview management, offer management, as well as supports local data compliance and pre-employment activities. Workday Recruiting also offers hiring teams tools to proactively source, nurture and track internal and external prospective candidates throughout the recruiting process.
Talent Optimization - LDP	Talent Management	Talent Optimization includes talent and performance functionality (goals, development plans, employee performance reviews, talent and performance calibration, feedback, check-ins, succession, mentors and connections, competency management, talent pools, and talent matrix reports). Talent Optimization also includes features (if and when available) that enable organizations to optimize their workforce and workers to optimize their careers. It supports talent mobility by connecting an organization's workforce with internal opportunities matched to their skills, experience, and interests. It also guides workers and enables them to explore potential opportunities.
Core Financials - LDP	Financial Management	Core Financials provides traditional financial management and accounting functionality, including financial management, accounting and reporting, financial consolidation, supplier accounts, customer accounts, business assets, cash management, budgets, contracts, billing, and revenue recognition. Core Financials includes connectors that facilitate integration to select Workday partners that provide capabilities, including customer relationship management, electronic payments, and customer payments via credit card.
Financial Planning - LDP	Adaptive Planning	Financial Planning provides the ability for Customer to create financial planning models for the purpose of supporting the financial planning process. Workers may interact with the financial planning model for the purposes of data entry, forecasting, reporting, and analysis.
Time Tracking - LDP	Workforce Management	Workday Time Tracking enables the collection, processing, and distribution of time data for a global workforce. The Workday Time Tracking module is unified with Workday HCM and Workday Payroll and includes basic time scheduling, time entry (hourly, time in/time out), approvals, and configurable calculation rules.
Absence Management - LDP	Workforce Management	Absence Management supports the management of leave of absences and time off. It enables the set up and administration of leave plans; the definition of the impact a leave has on employee compensation, as well as whether employees can request leave types directly. It enables viewing of leave results for a worker or organization; set

		up and administration of time off plans, and whether time off can be requested directly by the employee. Absence Management enables the viewing of time off plan balances including projections.
Expenses - LDP	Financial Management	Workday Expenses supports employee expense processing. Workday Expenses includes self-service and administrative functions to support employee expense reporting and reimbursement, including expense reports, global expense rules, approvals, reimbursement, credit card integration and spend analytics. Workday Expenses includes connectors that facilitate integration to partners that provide capabilities, including corporate card transactions and travel partners.
Procurement - LDP	Spend Management	Workday Procurement includes procure to pay functionality to address spend for goods and services, maintain purchase items and catalogs, and create receipt accruals for approved but not yet invoiced receipts. Workday Procurement also includes the functionality to manage suppliers and related transactional activity on the following document types, such as supplier contracts, requisitions, purchase and change orders, and receipts.

TRAINING ADDENDUM

Customer Name	City of Carmel, IN
Reseller Partner Name ("Partner")	Iron Brick Associates LLC
Training Terms	The Training Addendum is subject to the Training Terms located at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html , which are incorporated herein by reference.
Training Subscription Term	June 30, 2026 through June 29, 2036
Training Credit Order Term	18 Months from the Order Form Effective Date

SKU	Training Offering	Quantity
TC	Training Credits	51
AK	Adoption Kit	1
LODHCM10	Learn On-Demand – HCM Library 10 Initial Users	1
LODPAY10	Learn On-Demand - Payroll/Absence/Time Tracking Library 10 Initial Users	1
LODFIN10	Learn On-Demand – Financials Library 10 Initial Users	1
LODTECH10	Learn On-Demand – Cross-Application Technology Library 10 Initial Users	1

Training Credit Bulk Purchase Rates.

The following rates apply to the bulk purchases of Training Credits made within the 12-month period following the Order Effective Date:

Prepaid Training Credits Acquired	Rate Per Training Credit
1-10	USD \$800
11-25	USD \$760
26-50	USD \$735
51-75	USD \$710
76-100	USD \$685
101-249	USD \$660
250+	USD \$620

With respect to the Training Terms only, in the event of a conflict between the terms of the EUSA, the main body of the Order Form, this Training Addendum, and the Training Terms, the order of precedence is this (i) Training Addendum, (ii) the main body of the Order Form, (iii) the Training Terms, and (iv) the EUSA.

EXHIBIT B
WORKDAY IMPLEMENTATION STATEMENT OF WORK (SOW)

This Exhibit contains Workday commercial confidential information that is provided to assess entering a contractual relationship with Workday and is subject to the Non-Disclosure Agreement (NDA) available at www.workday.com/customer-nda.

Reseller Name	Iron Brick Associates, LLC (“Reseller”)
Customer Name	City of Carmel, IN (“Customer”)
Workday Entity Name	Workday, Inc. ("Workday") Address: https://www.workday.com/content/dam/web/en-us/documents/legal/contracting-entity-addresses.pdf
Professional Services Agreement	https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html?tab=professional-services
SOW Effective Date	The later of the dates beneath the parties' signatures below
Currency	\$1,897,500.00
Project Name	City of Carmel Launch Flex Platform Workday Implementation (“Project”)

Customer Contact Information	Customer Billing Contact	Customer Project Contact
Contact Name		Zac Jackson
Street Address City, State Zip Code Country		Carmel City Hall One Civic Square Carmel, IN 46032 USA
Phone		317-819-7280
Email (Required)		zjackson@carmel.in.gov

Primary Location(s) for Onsite Work (if applicable)	
Street Address City, State Zip Code Country	Carmel City Hall One Civic Square Carmel, IN 46032 USA

Ship-To Address	
Street Address City, State Zip Code Country	Carmel City Hall One Civic Square Carmel, IN 46032 USA

Invoice Table

Invoice Number	Invoice Date	Invoice Total
Payment 1	SOW Effective Date	\$379,500.00
Payment 2	July 31, 2026	\$379,500.00
Payment 3	October 30, 2026	\$379,500.00
Payment 4	January 29, 2027	\$379,500.00
Payment 5	March 31, 2027	\$379,500.00
Total Professional Services Fees*		\$1,897,500.00

*Does not include T&E.

Terms Applicable to Statement of Work ("Terms")*	Type
Launch Flex SOW Program Terms	Attached Terms
Data Transformation Professional Services	Attached Terms
Professional Services Scope (" SOW Scope ")	Attached Terms

* Some Terms also may be referred to as an "Appendix" to the SOW.

The offer set forth in this SOW is valid only through June 30, 2026. If this SOW is not executed by the parties on or before that date, IronBrick and Workday have the right to rescind the offer, in which case this SOW is null and void. Neither party will have any obligation to the other party hereunder until the Prime Contract Agreement is executed by both parties. Capitalized terms used in this SOW and applicable Terms have the same meaning as set forth herein or in the Professional Services Agreement (the "**PSA**"), as applicable.

This SOW is issued under the terms of the Iron Brick Prime Contract Agreement and the Professional Services Agreement.

Launch Flex SOW Program Terms

1. Launch Flex SOW Program.

1.1 Overview. The Launch Flex SOW Program (the “**Program**”) is a prescribed program of Professional Services using Workday’s standard deployment methodology, including Workday’s business process framework, systems, tools, security roles, and other attributes. A description of the Project stages is provided in the SOW Reference Guide. These Launch Flex SOW Program Terms summarize the Program terms and are subject to the order of precedence set forth in the Signature Document, as applicable. The parties’ respective obligations and the Professional Services Fees are based on the terms of the Program and the SOW.

1.2 Changes. The SOW describes the Professional Services that Workday will perform for Customer under the Program. Workday has no obligation to perform any services that are not expressly described in the SOW unless the parties enter into a Change Order. Each Change Order is incorporated into the SOW upon execution.

1.3 Order of Priority. The Exhibit B Workday Implementation Statement of Work is governed by the terms of the PSA and the Terms Applicable to Statement of Work. In the event of a conflict among the terms, the order of precedence is: (a) the SOW Scope Terms; (b) the Launch Flex SOW Program Terms, and (c) the PSA.

2. Program Methodology.

2.1 Performance. Each party will timely provide knowledgeable resources to complete Program obligations and will use commercially reasonable efforts to meet its respective obligations in the SOW. Workday will perform the Professional Services remotely (unless expressly agreed by the parties in writing) during common business hours in the locations where such services are performed, except as mutually agreed by the parties and excluding holidays as observed or permitted to be observed by either party.

2.2 Customer Requirements. Customer is solely responsible to determine if the Professional Services as set forth in the SOW satisfy Customer’s business, legal, security, and other requirements and compliance obligations.

2.3 Project Governance. Each party will assign a Project Manager to manage the Project. Either party may escalate issues that are not timely resolved by the Project teams to Customer’s Project Manager and Workday’s Engagement Manager then, if not resolved, to the Steering Committee.

2.4 Steering Committee. The Steering Committee will include, as applicable to the Project, the Customer Executive Sponsor, Customer Project Manager, Iron Brick/Workday Executive Sponsor, Workday Project Director or Engagement Manager, and Workday PMO Executive (if Workday PMO Services are in scope). The Steering Committee is empowered to resolve issues that are not resolved at the Project level and will meet on a regular basis. In addition, the Steering Committee will drive alignment with business objectives; monitor Project financials, timeline, and resource staffing; review and provide guidance for risk mitigation plans; and review and approve Change Orders or authorize other actions to timely resolve Project escalations.

2.5 Project Roles. Descriptions of the Project roles are located in the SOW Reference Guide. Depending on the Project, some roles may not apply and multiple roles may be fulfilled by a single resource.

2.6 Single Sign-On. If required, Customer will complete and enable single sign-on (“SSO”) connections from Customer’s existing system(s) to the Service before Project start.

2.7 Processing and Security of Personal Data. If Customer did not sign Workday’s Universal Security Exhibit, “**Security Exhibit**” will mean the Universal Security Exhibit on the Workday Terms Webpage, which will apply to the SOW. If Customer did not sign Workday’s Universal Data Processing Exhibit, “**DPE**” will mean the Universal Data Processing Exhibit on the Workday Terms Webpage, which will apply to the processing of Personal Data under the SOW.

2.8 Data Transfers. The parties will use a File Transfer Server to load Professional Services Data into and retrieve Professional Services Data from the Service.

2.9 Legacy Data Conversion. Customer will extract data from its legacy systems, vendors, and/or applications in scope and correct and/or remove inaccurate, duplicate, or irrelevant records. With Workday guidance, Customer will populate the extracted and cleaned data into the Workday’s data conversion template, load the data into the File Transfer Server or Instance, and verify the completeness and accuracy of the data. Workday will assist Customer to identify issues within extracted data located in the File Transfer Server or Instance. Customer will resolve all issues related to the extracted data. Workday will rely on the data verified or corrected by Customer.

2.10 Rights to Use. Prior to providing (or making available) any data, information, or material to Workday, Customer will have obtained the rights for Workday to use Customer Content and other Customer-provided data, information, and/or material as appropriate for Workday to perform its obligations under the SOW.

2.11 Standard Business Process Framework. The SOW is based on all of Customer’s organizations in scope, including manager and employee self-service users, using a standardized business process framework. Workday will use its preconfigured processes as a starting point for all process configuration.

2.12 Customer Systems. Use of any Customer-provided or -required systems, tools, and/or devices (collectively, “**Customer Systems**”) is subject to Workday’s internal review and written approval, which may be withheld in Workday’s sole discretion for security and other reasons, except to the extent required by Law. If Workday’s use of Customer Systems results in changes to the scope of work, schedule, and/or fees, the parties will execute a Change Order and/or an amendment to Customer’s PSA. Workday does not test, monitor, or control Customer Systems and therefore cannot comply with certain of Workday’s data processing and security obligations to the extent it uses such systems.

2.13 Instance/Tenant Refresh. If Customer authorizes Instance or Tenant refreshes, the refreshes are performed automatically and may erase work stored therein. Customer will not request refreshes for Instances and Tenants used for the SOW without the prior written approval of the Workday Engagement Manager for the SOW. Workday is not responsible for any work lost due to an Instance/Tenant refresh.

2.14 Testing, Security Requirements. Customer will create and implement any required test strategy and user test scenarios and for completing hands-on testing activities and validations. Customer is responsible for all security configuration compliance and should thoroughly test using diverse personas for user access and visibility. Customer is solely responsible for understanding the effects of the Professional Services (including configuration changes) on Customer’s security requirements and for satisfying such requirements.

2.15 Post-Production. Customer will create, deploy, and maintain a Production support model, including defined roles, responsibilities, and processes, for use of the Service following the move to Production.

Customer will undertake responsibility for functional and technical configurations of the Service from the Production Date.

2.16 Subcontractors. Workday is permitted to subcontract to any of the subprocessors on Workday's website (<https://www.workday.com/en-us/legal/subprocessors.html>) as Subprocessors for Professional Services (each, a "**Subcontractor**"). Workday is permitted to provide SOW information to the applicable Subcontractor(s) to enable them to perform Professional Services and related administration. Workday is responsible for the acts and omissions of any Subcontractor to the same extent as if the acts or omissions were performed by Workday.

2.17 Project Collaboration Tools. To facilitate communication and testing, the parties may input limited data, screenshots, or other content from Customer's Instance or File Transfer Server into third-party project management or collaboration tools (e.g., Smartsheet). The parties will make reasonable efforts to limit such content to non-sensitive data, which will be treated as Confidential Information but is not Customer Content.

2.18 Documentation and Recording. Workday is not required to document the results of, or record, any sessions or calls that occur during the SOW Term. Subject to Customer's compliance with applicable law, prior to a call or session, Customer may state its intention to record the call or session, in which cases Customer must provide the platform for the call and recording. Notwithstanding the foregoing, if Customer is subject to any form of public records requirements (e.g., Sunshine Acts, Open Records Acts, Freedom of Information Acts), Customer will not record any session or call hereunder. All recordings are subject to the confidentiality and nondisclosure terms of the PSA and may be used by Customer solely for its internal business purposes. A copy of any recording will be provided to Workday upon request. Any Confidential Information contained in a recording remains the exclusive property of the applicable party. No recording is a Deliverable or will modify or amend the SOW or any other agreement between the parties.

2.19 Training. All training provided or made available by Workday under the SOW is subject to Training Terms.

2.20 Change Order Process. If either party desires to change the terms of the SOW, the parties will first discuss and scope the proposed change. If the parties mutually agree to the change, Iron Brick will provide to Customer a Change Order containing the agreed terms. Change Orders will be valid for fifteen (15) business days (unless extended by Iron Brick in writing) from the date Iron Brick provides the Change Order to Customer and will automatically expire if not executed by Customer within that period. Neither party will have any obligation to perform any change until they enter into a Change Order. Change Orders that include modified fees will be subject to a separate payment described in the Change Order.

2.21 Delays. Delays in a party's performance may delay the other party's performance. Each party will continue to timely perform its non-delayed obligations to the extent reasonable. Delays caused by incorrect or incomplete Customer-provided information or Customer's failure to timely meet obligations may result in schedule delays and/or other impacts to the Project scope and fees. A delay or failure of a party to meet its obligations may result in a pause in performance until the parties have reached mutual agreement and re-engaged necessary resources.

2.22 Exclusions; T&E. Without limiting the generality of clause 1.2, the SOW does not include any of the following, except to the extent expressly set forth in the SOW (including any Change Order): (a) any updates, changes, or modifications to a non-Workday system or environment; (b) any fit-gap, deep-dive, or legal review or analysis of Customer's business or compliance requirements or existing systems; (c) resolution of issues arising from data as extracted from Customer's data sources or legacy systems; (d) Instances; (e) modification of Workday's security roles, pre-configurations, or business process framework

or use of any of the foregoing for less than Customer's organization in scope; (f) more than one standard workflow per business process in each functional area; (g) more than one standard business process framework for all countries in scope; (h) customization of any configured localization country attributes (e.g., currency, ethnicity, visa types); (i) change management services; (j) test script support; (k) training solutions for languages; (l) training or credits that can be applied to purchase training; (m) changes related to the platform or systems of Customer and/or its vendors and suppliers, except with respect to Workday-supported integrations; (n) access Customer or third party source systems or requests for data from third parties; or (o) travel or T&E, unless mutually agreed by the parties in writing (email is sufficient). T&E is not included in the Professional Services Fees. Workday will invoice Customer for T&E on a monthly basis as incurred.

3. Project Scope. The details of the Project and SOW scope are further described in the SOW Scope. Some of the following terms apply only if the associated activity is described in the SOW Scope.

3.1 Employee Counts. “**Employee Count**” means the aggregate number of Customer's active employees, retired employees, terminated employees, and contingent workers set forth in the SOW Scope, if applicable. Any change to the Employee Count under the SOW does not modify any Employee Count for purposes of the MSA.

3.2 Countries in Scope, Languages, and Localizations. All countries, languages, and localizations in scope are listed in the SOW Scope. Unless expressly set forth in the SOW Scope or a Change Order.

a. **Performance.** Workday will perform the Professional Services and provide all Deliverables, communications, and templates in the English language, without translation. For deployments performed on a wave basis, the Service will first be deployed (wave 1) in English. Any additional languages in scope will be deployed as provided in the SOW Scope. Customer is responsible for all translations and verifying the accuracy.

b. **Supported Elements.** To the extent supported for in-scope countries by the current commercially available Service release, Workday will make available to Customer predefined (i) country formats, (ii) communications profiles/name and address formats, and (iii) localizations.

c. **Language Requirements.** Customer is responsible for the following obligations: (i) delivering the language strategy outlining which objects will be translated to which languages by the end of prototype 1 testing; (ii) delivering translations for those objects in Workday's template format and to update end-to-end testing scripts or cases, plans, and resources to support those translations. Workday will load translations as delivered; (iii) define the approach for regional business requirements, data gathering, and documentation of requirements for processes augmentation in alignment with the Project timeline.

3.3 Post-Production Support. If specified in the SOW, Workday will provide Post-Production Support during the Post-Production Support Period. Post-Production activities will vary based on the Project scope.

4. Reporting.

4.1 Reports, Report Types. *This clause applies only when reporting activities are expressly included in the SOW Scope.* The parties will configure, test, and deploy Customer-defined custom reports based on Workday's standard report types as provided in the SOW Scope. Custom reports are those that require custom development. A description of Workday's report types is provided in the SOW Reference Guide.

4.2 Custom Reports in Scope. If custom reports are in scope, Customer will complete all Workday-required training for creating custom reports to be built before the Architect & Configure stage commences

and provide a prioritized list of custom reports to be created, a mapping of Customer's reporting requirements against Workday's standard reporting catalog, and sufficient report design specifications. Workday will facilitate working sessions to capture additional detail for report development, if in scope; collaborate with Customer to determine the list of report Deliverables and activities for which Workday is the Responsible Party; configure the report; and test the configuration. Customer will perform its required testing. If a data-related issue is identified during testing, Customer will load and successfully test corrected data prior to the move to Production. Workday will support deployment of custom reports in scope, reasonably assist Customer in activities where Customer is the Responsible Party, and conduct reasonable knowledge transfer activities to enable Customer self-sufficiency.

4.3 Reporting Limitations. Reports are limited to the available report data sources, data source filters, business objects, delivered report fields, custom objects and fields, and calculated fields. Reports are further limited to the availability of historical data that has been converted and migrated into the Instance.

4.4 Reporting Complexities Definitions. This clause applies only to deployments for state and local governments and institutions of higher education.

Complexity	Description
Low	Advanced or Matrix Report with up to five (5) calculated fields.
Moderate	Advanced or Matrix Report with up to ten (10) calculated fields.
High	Advanced or Matrix Report with up to twenty (20) calculated fields. Composite Report with one (1) data source.
Very High	Advanced or Matrix Report with up greater than twenty (20) calculated fields. Composite Report with two (2) or more data sources and up to ten (10) instances of row-defined or cell-defined data.

5. Integrations and Connectors. *This clause applies only when integrations or connectors are expressly included in the SOW Scope.*

5.1 Integrations in Scope. All integrations and connectors in scope for the SOW, if any, are listed in the SOW Scope. Each Workday-provided integration will be a delivery of one file to one endpoint.

5.2 Integration Classifications.

“Workday Integration Templates” are Workday-provided integration template tools that are used by Workday and may be licensed and used by Customer and third parties to create connectors and/or integrations to the Workday Service.

“Configured Integrations” are configured Workday Integration Templates that are deployed into an Instance and licensed to customers for use with the Workday Service. Configured Integrations require only configuration to deploy. A customized Configured Integration or Workday Integration Template becomes part of a Developed Integration.

“Developed Integrations” describes all other integrations, including any Custom Integrations. Developed Integrations also include solutions or connectors available that interact with the Workday Service platform (e.g., by direct connection to Customer's Instance public API, as pre-built integrations), using such parties' own tools or Workday's Integration Template(s).

5.3 Integration Support.

a. Configured Integrations and Workday Integration Templates. Workday supports Configured Integrations and Workday Integration Templates under Workday Production Support; provided that Workday may modify or discontinue Configured Integrations and Workday Integration Templates from time to time. Customer may continue to use unmodified or discontinued versions without Workday support. The SLA and Service Level Credits do not apply to Configured Integrations or to Workday Integration Templates because Workday's reliance on the third party system with which each interfaces. If Customer uses or develops any connector or integration that incorporates a Workday Integration Template, Workday will support the Workday Integration Template only, and the remainder of the connector or integration is a Developed Integration that must be supported by Customer or a third party.

b. Developed Integrations. Developed Integrations are neither part of the Workday Service nor supported by Workday. Customer is responsible for designing, developing, and deploying all Developed Integrations, except to the extent expressly set forth in the SOW. Customer will support all Developed Integrations.

5.4 Integration Testing and Deployment.

a. This clause does not apply to Customers that subscribed to Workday Adaptive Planning-only and to no other Workday Service. Customer will provide an SFTP server or an appropriate endpoint for integration or connector file exchange during the Project. Customer will attend and complete Workday's required integration training prior to the commencement of the Architect & Configure stage.

b. The parties may initially determine that a Configured Integration may be used for the Project without modification. However, if the Configured Integration does not meet Project requirements specified in the SOW, the parties may be required to deploy a Developed Integration instead, per a Change Order.

c. Customer will test all integrations, regardless of type. If a data-related issue is identified during testing, Customer will load and successfully test corrected data prior to the move to Production. Customer is responsible for resolving issues arising from Customer-provided Custom Integrations and other integrations and connectors, other than a Workday Integration Template, Workday-developed Custom Integration, or Workday-provided integration. If an issue (other than a data-related issue) arising from a Workday Integration Template, Workday-developed Custom Integration, or Workday-provided integration is identified during testing, Workday will use reasonable efforts to resolve it as provided in the Professional Services Warranty of the PSA. Customer is responsible for any required data clean-up based on connector or integration field requirements.

d. Customer undertakes operational and configuration responsibility for all integrations as of the Production Date, including monitoring, troubleshooting, and deploying and testing updates, except for Workday's obligations to support Configured Integrations and Workday Integration Templates as expressly provided in these Terms.

6. Definitions. Capitalized terms used in the SOW have the respective meanings applied to such terms in the MSA, DPE, or PSA, as applicable. The following definitions apply to the SOW.

"Covered Data," if not defined in the DPE, means (i) Customer Content or (ii) Professional Services Data.

"Custom Integration" means any integration or interface between any third party application or service provider and the Service that are developed by (a) Customer or a third party acting on Customer's behalf

pursuant to a separate third party agreement (“**Customer-provided Custom Integration**”), or (2) Workday pursuant to a SOW (a “**Workday-developed Custom Integration**”). Custom Integrations are deployed, maintained, and supported by Customer and are not part of the Service.

“**Customer Content**”, if not defined in the DPE, means electronic data or information submitted to the Service by Customer, its Affiliates, or Authorized Parties.

“**Change Order**,” means an agreement executed by the parties to document any change(s) in Project scope, the estimated level of effort, Project timeline, and/or other changes in the Professional Services to be performed by Workday pursuant to a SOW.

“**Dependent Project**” means any Customer project or initiative, including any outstanding request for information/proposal/quotation, merger, acquisition, or other project or initiative that may impact or be impacted by the Workday deployment.

“**Extended Design**,” if in scope, includes design, testing, and knowledge transfer sessions that will identify and validate configuration decisions addressing Customer’s specific requirements. Where configuration impacts multiple functional and/or technical (integration, data conversion, or reporting) areas, the Customer and Workday teams will hold cross functional sessions.

“**File Transfer Server**” means a server provided and controlled by Workday using secure file transfer (or successor protocol) to transfer the Professional Services Data between Customer and Workday for deployment purposes.

“**Including**” (regardless of capitalization) means including, without limitation.

“**Post-Production Support**” means the support provided by Workday deployment team members that supplements Workday Production Support and may include reasonable assistance, guidance, knowledge transfer, close-out activities, issue assistance and escalation, and/or other activities specified in the SOW.

“**Post-Production Support Period**” means the period (if any) specified in the SOW that begins at Production and during which Workday provides Post-Production Support.

“**Production Date**” means the actual date on which the deployed Service is first in Production.

“**Project Plan**” means the mutually agreed written plan provided by Workday to Customer outlining the deployment steps and timeline of the Project, as may be updated from time to time by mutual agreement of the parties.

“**RAID**” means the Risk Action Issue Decision log for the Project.

“**Responsible Party**” is the party primarily responsible for providing the deliverable and coordinating contributions from the Supporting Party.

“**Supporting Party**” or “**Secondary Responsible Party**” is the party responsible for providing information and/or assistance to enable the Responsible Party to complete a deliverable (e.g., guidance, templates, instructions, expertise, data).

“**Service**,” as used in the SOW, means a Service identified in the SOW Scope with respect to which Workday will perform Professional Services under the SOW (e.g., HCM, Financials, Peakon Employee

Voice, Workday Adaptive Planning, Workday Strategic Sourcing, Evisort Contract Lifecycle Management, HiredScore, VNDLY).

“**SOW Reference Guide**” is currently located in Workday Community and provides reference material designed to help Customer understand certain terms and processes described in the SOW; provided however, that notwithstanding any provision in the SOW or other agreement between the parties to the contrary, the SOW Reference Guide does not form any part of the SOW.

“**Tailored Design**,” if in scope, includes multiple sequenced design, testing and knowledge transfer sessions, to identify design elements, along with adjustments required to align with the Project scope and Customer’s complexity. Where configuration impacts multiple functional and/or technical (integration, data conversion, or reporting) areas, the Customer and Workday teams will hold cross functional sessions.

“**Target Production Date**” (also “**Target Go-Live Date**”) means the date in the Project Plan on which the deployed Service is targeted to be in Production.

“**T&E**” means travel, lodging, and related expenses reasonably incurred by Workday for mutually agreed travel for the SOW.

“**Tenant**” is a type of Instance.

“**Training Terms**” means Workday’s Training Terms currently located at <https://www.workday.com/en-us/legal/end-user-subscription-terms-and-conditions/index.html> .

Professional Services Scope
(SOW Scope)

1. Countries in Scope.

Functional Scope Summary by Country Table

Product	United States
Absence	Yes
Accounting and Finance	Yes
Accounts Payable	Yes
Accounts Receivable	Yes
Asset Management	Yes
Benefits	Yes
Budgetary Controls	Yes
Cash Management	Yes
Core Human Capital Management	Yes
Expenses	Yes
Financial Planning	Yes
Foundation	Yes
Payroll for the United States	Yes
Procurement	Yes
Talent Acquisition	Yes
Time Tracking	Yes

2. Project Timeline. The expected time required to complete these Deliverables is expected to be 49 weeks (excluding freeze weeks, which are mutually agreed freeze periods in which no effort from Workday is required) between the expected start date of June 1, 2026 and a Target Production Date of Mar 29, 2027, plus Post-Production Support, if any, as described below.

Platform (HCM, Payroll, Financials)

Timeline Assumptions	Plan	Architect & Configure	Test	Deploy	Post Prod	Plan-Deploy	Weeks
Final Project Timeline	9	17	13	4	6	43	49
Start	Jun 1, 2026	Aug 3, 2026	Nov 30, 2026	Mar 1, 2027	Mar 29, 2027		
End	Aug 3, 2026	Nov 30, 2026	Mar 1, 2027	Mar 29, 2027	May 10, 2027		

Financial Planning

Timeline Assumptions	Plan	Architect & Configure	Test	Deploy	Post Prod	Plan-Deploy	Weeks
Final Project Timeline	4	9	5	2	2	20	22
Start	Nov 30, 2026	Dec 28, 2026	March 1, 2027	April 5, 2027	April 19, 2027		
End	Dec 28, 2026	March 1, 2027	April 5, 2027	April 19, 2027	May 3, 2027		

3. Deployment Plan.

Countries / Segment Included	Scope	Number of Employees
USA	All Products listed in functional scope table	720 FSE

4. Project Activities and Scope.

- Project Activities.

a. Workday will convert current records for all active and terminated Customer employees for the current calendar year.

Activity	Output	Responsible Party	Supporting Party
Orient Customer, review scope and establish the Project tools and environment	- Customer Roles identified - Welcome to Workday Onboarding Activities Completed - Connectivity and Systems Access Established - Foundation Instance/Tenant Build	Workday	Customer
Foundation Data Model (“FDM”) (Workday)	Analyze Customer’s current “legacy” foundation data model, make recommendations to define future foundation data model, and load the agreed FDM into the assembled Instance/Tenant	Workday	Customer
Complete training to support the Project	Customer Training	Customer	
Develop Project Plan and Instance/Tenant and Instance management plan(s) and begin Project work streams including reporting, integration, testing, and data conversion	Project Plan and Project Kickoff	Workday	Customer
Vendor Engagement	Advise all impacted system integration vendors of the following: - Project timeline - Gather vendor contact information - Communicate the need for detailed integration design sessions	Customer Project Manager	Customer Leads
Gather, clean, and upload Professional Services Data to the File Transfer Server.	Professional Services Data	Customer	Customer Leads
Build Foundation Instance/Tenant (Workday)	Foundation Instance/Tenant	Workday	
Plan stage Completion	Stage completion confirmation	Workday	Customer

Activity	Output	Responsible Party	Supporting Party
Conduct Architect Sessions (Workday)	Updated Foundation Instance/Tenant	Workday	Customer
Document Planning Business Requirements and Data Mapping by modifying Workday provided standard templates.	Completed Customer Information Workbook	Customer	Workday
Conduct the Requirement Workshops (Workday Adaptive Planning)	Solution Blueprint	Workday	Customer
Conduct Customer Confirmation Sessions (Workday)	Updated Foundation Instance/Tenant	Workday	Customer
Conduct Customer Confirmations Sessions (Workday Adaptive Planning)	Provide up to 2 iterations of building, modeling, and validating the solution	Workday	Customer
Validate configurations and Professional Services Data	Customer Test Scenarios and Issues Log	Customer	
Develop integrations	Integration Build	Workday	Customer
Provide an updated set of Professional Services Data	Professional Services Data	Customer	
Develop User Readiness Plan (Workday)	User Readiness Plan	Customer	
Customer creates test scenarios to meet its specific business requirements by modifying sample Workday test scenarios	Customer Test Scenarios	Customer	
Build End to End Instance/Tenant (Workday)	End to End Instance/Tenant	Workday	
Architect & Configure stage Completion	Stage completion confirmation	Workday	Customer
Testing	Testing and move to Production Checklist Sign-off	Customer	
Conduct Parallel Testing	Parallel Testing	Customer	
Plan for cutover from legacy system	Cutover plan	Customer	Workday

Activity	Output	Responsible Party	Supporting Party
Change Management and Training Program	Plan and execute Change Management program to support end-user adoption	Customer	
Test stage Completion	Stage completion confirmation	Workday	Customer
Execute the training strategy	End User Training	Customer	
Provide updated, clean data	Professional Services Data	Customer	
Move to Production (aka Go-Live)	Production (Go-Live) Authorization	Customer	
Deploy stage completion	Stage completion confirmation	Workday	Customer
Begin Workday Production Support and Post-Production Support	Begin Workday Support activities	Workday	
Post-Production data updates and final conversion	Production Instance/Tenant	Customer	Workday
Post-Production Support Period ends	Stage completion confirmation	Workday	

Extended Design Activity	Output	Responsible Party	Supporting Party
Preparation sessions to validate scope, confirm stakeholders, outline and schedule additional sessions.	Early configuration preparation and cross product collaboration	Workday	Customer
Up to 3 additional sessions for the Customer and Workday teams to collaboratively identify configuration decisions.	Design and configure Foundation Instance/Tenant based on Customer requirements	Workday	Customer
Up to 2 additional Customer confirmation sessions for Customer and Workday teams to validate configuration and desired functionality.	Validate extended configuration in Foundation Instance/Tenant	Workday	Customer
Customer will develop customized test scenarios in support of Extended Design. Workday will support testing.	Customized Test Scenarios	Customer	Workday

Extended Design Activity	Output	Responsible Party	Supporting Party
Workday to complete knowledge transfer activities for configuration.	Transition to Production preparedness	Workday	Customer

5. Post-Production Support Period.

Service Deployed	Post-Production Support Period
Accounting and Finance	In the case of Accounting and Finance, Workday will support the first month-end up to a maximum of six (6) weeks following move to Production.
Payroll	In the case of Payroll, Workday will support the first two (2) pay cycles up to a maximum of four (4) weeks following move to Production.
Other Functional Area(s)	First two (2) weeks following move to Production.

- Functional Scope. The tables below list the functional and technical scope included in the Project. Any functional or technical details not listed below are excluded from the Project.

	Foundation
Description	Scope
Foundation Features	Pre-Packaged Business Processes
	Standard notification templates
	Delivered notifications
	Accessibility features, built directly into Workday products
	Payment elections and associated rules for Workday Payroll or Payroll Integration

	Foundation
	Workday Assistant, not including custom security groups
	Workday Home page with 4 standard cards
Organizations	Organizational Management
	Staffing Management
	Up to 15 Companies and Hierarchies
	Locations and Hierarchy
	Up to 15 Legal Entities
	Pay groups
	Cost Centers and Hierarchy
	Up to 10 Custom Organization Types and Hierarchy for Custom Organizations
	Region and Hierarchy
Security	Multi-Factor Authentication
	Delivered User and Role Based Security Groups
Setup	Mobile
	Duplicate Management
	Global Address Localization
	English Language Support
Worker Data	Contingent Worker Types
	Employee Types
	Personal Information
	Contact Information
	Position and Job Profile Assignment
Standard Reporting	Security Admin Hub, Integration Admin Hub, Executive / Leadership Hub
	Workday Delivered Reports

	Benefits
Description	Scope
Setup	Benefit defaults
	12 month measurement period
	Plan year definition - 1 for program year, 1 for ongoing
	Benefits configured for 1 country
	Up to 15 Benefit Groups
Plans	Individual Rates
	Up to 3 plan year definitions - current year, subsequent year, ongoing plans
	Administer Benefits for most commonly offered plan types, including Healthcare (Medical, Dental, Vision), Insurance (Life, Disability), Spending Accounts (Dependent and Health Care), Health Savings Accounts, Retirement Savings, and additional Benefits Plans (Pet Insurance, Gym Membership, EAP, Critical Illness, and Long Term Care)
	Up to 50 Benefit Plans including Eligibility Rules, Coverage Tiers, Rates, and other components
	Benefit Annual Rates
Enrollment	Up to 10 Cross Plan Enrollment Rules
	Up to 30 Enrollment Event Types including Eligibility Changes, Life Events, and Reinstatement Events
	1 Enrollment Event rule
	Enrollment instructions
	Up to 20 Passive Event Rules
	1 Open Enrollment Event
Evidence of Insurability	Manage Evidence of Insurability
Affordable Care Act	Core ACA Functionality: Up to 3 ACA Measurement Periods and Eligibility, ACA Dashboard, Setup for 1094-C and 1095-C Reports

	Benefits
COBRA	Manage COBRA Eligibility Designations for Participants Who Lose Coverage
Retiree Benefits	Up to 1 Retiree Organization
	Up to 1 Retiree benefit group utilizing a shared plan (does not include Medicare or a surviving spouse plan)
Global Benefits	For each of the following countries United States country-specific amendments to modifiable business processes, 1 enrollment event rule and events, up to 10 benefit plans, 1 benefit group with associated eligibility rule, 1 open enrollment (excludes Canada), required rates, and associated coverage targets.
Standard Reporting	Workday Delivered Reports
	Benefits and Pay Hub
Modifiable Business Processes	Change Benefits for Life Event
	Change Benefits
	Dependent Event
	Passive Event
	Add Retiree Status
	Remove Retiree Status
	Change Beneficiary
	Change Retirement Savings
Data Conversion	Dependents and Beneficiaries
	Benefit Annual Rates
	Medical History for Current Year for ACA Reporting
	ACA Worker Hours and Wages
	Worker Wellness and Tobacco Usage
	Current Benefit Elections

	Core Human Capital Management
Description	Scope
Compensation	1 Period Salary Plan
	Compensation Package
	1 document template to capture Wage Theft Notice. Document variations including: -Simple letter header including logo and footer – Up to 2 conditional paragraphs (may include introduction, employee information, company information, rates of pay, allowances, payday, worker’s compensation insurance information, conclusion) – Documents delivered in 1 language only -1 remote knowledge transfer session. Any additional documents to be created by the customer post go-live
	Grade and Grade Profiles (up to 100 Grade Profiles)
	1 Salary Plan
	Up to 30 One Time Payment or Allowance Plans - excluding reimbursable Allowance Plans
	Worker Profile: Total Rewards Statement without Payroll results
	Delivered Compensation Basis
	Basic Compensation Management
	1 Hourly Plan
	→ AI: Compensation process checks and recommendations
Job Families	→ AI: Up to 10 skills on job profiles within 3 job family groups
	→ AI: Job description generation on job profile
Jobs and Positions	Job Catalog - Job Family Groups, Job Families, Job Profiles
	Position Management Staffing Model
	Management Types and Management Level Hierarchy
Onboarding	1 Onboarding Plan with up to 5 stages, represented within the Onboarding timeline view. Included within the Onboarding Plan:
	1 Onboarding Announcement
	1 Onboarding message
	Up to 3 overview cards

	Core Human Capital Management
	1 Onboarding Plan notification
	Up to 3 audiences and condition rules
	Up to 15 static documents for Hire/ Onboarding Review In total
	External Pre-Onboarding (Talent Acquisition scope required)
	1 remote knowledge transfer session to support any additional configuration required by the customer
	I-9 Functionality
Organization	1 Exit Survey questionnaire with up to 20 questions, routed to a delivered security group, not including custom reporting of responses
	Organizations (Supervisory, Cost Center, Company, Region, Location, Custom) and associated hierarchies
Security Groups	Up to 4 custom security groups
Setup	Event Categories and Reasons
	Employee and Manager Self-Service
	Worker Types
	Up to 6 Change Job templates
	→ AI: Enhanced search insights
	→ AI: Task prediction
	Employee Contracts (Contract types, reasons for reporting purposes). Custom business form layout (BIRT) not included.
	Up to 4 Funds Associated to Worker / Position as Custom Organizations/Worktags
	Up to 4 Grants Associated to Worker / Position as Custom Organizations/Worktags
	Tenant Branding
	Automated Probation Periods using defaulting end date conditions
	US Operations Only
	Multiple Jobs Functionality - (HCM only)

	Core Human Capital Management
	Union Tracking for up to 10 Unions (Worker Data Only)
Worker Profile	Personal Data, Contact Information, ID Information
	Emergency Contact Information
	Employee Photos
	Delivered Service Dates
	Shifts
	Education
	Job History
	Worker Summary
	→ AI: Skills Cloud
Unions	2 Collective Bargaining Agreements
Modifiable Business Processes	Hire Employee
	Create Position
	Request One Time Payment
	Contract Contingent Worker
	Termination
	Change Job
	End Contingent Worker Contract
	Edit Position Restrictions
	Edit Position
	Add Additional Job
	End Additional Job
	Onboarding
	Request Compensation Change
	Onboarding Setup
Standard Reporting	Introduction to Workday standard HCM reports

	Core Human Capital Management
	Manager Hub, HCM Admin Hub, HR Partner Hub, Compensation Admin Hub, Onboarding Hub, Benefits and Pay Hub
Data Conversion	Active Employees or Contingent Workers including current personal data, current contact data and current job record
	Terminated employees who received payment in the last 12 months, and contingent workers with contracts ended in the last 12 months (using Worker Object)
	Up to 8,000 Additional Terminated Workers (Using Former Worker Object)
	Loading of Employee photos
	Attachment of Documents to the worker profile is not included
	Current Compensation Data and Compensation effective as of Benefits effective date, unless 1 year of historical compensation data is required for proration in Advanced Compensation (if in scope)
	Job and Compensation History - using "Previous System History" for up to 8,000 workers
	Multiple Jobs data conversion for HCM, up to 8,000 FSE

	Talent Acquisition
Description	Scope
Job Application Management	Internal Application
	Up to 20 Candidate dispositions and auto disposition candidates on withdrawal, purge, job requisition filled, job requisition closed, and remaining job applications
	Task Consolidation for Review Offer
	Candidate screening
	Candidate review
	Up to 2 Internal and 2 External Application Questionnaires (each questionnaire with up to 10 questions)

	Talent Acquisition
	Configurable section headers and instructional text on Job Application Template
	Up to 3 Job Application Templates for Application Experience
	Assessments
	Assessments (no associated integration)
	Background Check with tracking for up to 5 packages, not including integration
	Interview Management
	1 Candidate Rating or Ranking template
	1 Interview Feedback rating scale
	1 Parallel Stage setup
Career Site Configuration	Candidate Home
	External and Internal Candidate Job Alerts (1 delivered template each without customization)
	External Career Site Privacy Policy
	Configurable Candidate Consent
	Prospect Introduce Yourself on External Career Site
	1 Internal and 1 External Career Site
	1 Internal Career Site for Contingent Workers
	Up to 3 Job Posting Templates with up to 3 Job Posting Template content items each, for conditional posting language, logos, and videos (Media Cloud required for video)
Candidates	Referral tracking without automated compensation payments
	Duplicate Management (delivered framework)
	Prospect Management
	Candidate Pool functionality
	→ AI: Skills for Talent Acquisition
	Candidate Endorsement

	Talent Acquisition
Job Requisitions	Job Requisition Management
	Auto unpost jobs
	Evergreen Requisition Management
	Up to 5 Job Requisition categories and reasons
	→ AI: Job description generation on job requisition
Notifications	Notification Designer including 1 simple custom notification template
	Delivered Business Process notifications (Thank you for applying, Notification of pending tasks)
	Up to 5 custom Business Process notifications
Workday Documents	Up to 10 conditional paragraphs, may include introduction, offer details (full-time, part-time, location, manager, job details), basic compensation language (hourly, salary, bonus, allowances, one-time payments), conclusion
	Up to 2 static document attachments for candidate offer review
	Setup of existing document template for Regenerate Offer Documents
	1 document template to capture Internal/External dynamic Offer letter variations including simple letter header including company logo and footer, note this will appear on all pages of the offer letter
Security	Delivered Primary Recruiter security
	Delivered User and Role Based security groups
Modifiable Business Processes	Job Application (1 dynamic workflow)
	Job Requisition
	Regenerate Offer Documents
	Autocomplete on Staffing business processes
	Offer
Standard Reporting	Workday Delivered Reports
	Delivered Candidate Grid
	Job Requisition Workspace

	Talent Acquisition
	Recruiting Hub
Data Conversion	Candidate Conversion not included (both active and historical)
	Prospect Conversion not included (both active and historical)
	Open Job Requisitions not included

	Accounting and Finance
Description	Scope
Accounting Structure	Core Financial System of Record
	Ledger to Track Actuals Only
	1 Primary Chart of Accounts for All Companies
	1 Primary Fiscal Schedule For All Companies
	Alternate Fiscal Schedules for Reporting Only
	Support for up to 2 Accounting source systems
	Balancing by Company / Legal Entity plus balancing worktag
Book Codes and Books	Multi-Book Accounting (GAAP and non-GAAP)
Consolidations and Intercompany	Consolidation
	Equity Pick-up and Noncontrolling Interest
	Intercompany Eliminations
	Consolidated Data Capture
Journals	Journal Processing
	Import Journals via Spreadsheet
	Accounting Adjustment
	Journal Sequencing
	Up to 10 Custom Validations
	Delivered Automated Transaction Matching rules

	Accounting and Finance
Allocations	Up to 25 Allocation Definitions
Statistics	Up to 15 Statistic definitions
Commitment Accounting	Commitment / Obligation ledgers
Operational Countries	Operations in the following countries: United States;United States
Modifiable Business Processes	Accounting Adjustment Event
	Accounting Journal Unpost Event
	Accounting Journal Event
Data Conversion	Single Summarized Journal for Each Company Per Period Per Currency with a Maximum of 3 Fiscal Year(s) Plus Current YTD
	Company Base Currency Only
	Transactional Journals Not Converted
Integrations	Boomerang
Additional Scope	Cash and Accrual: Includes FDM design for both the City and the Utility and bridging the gap between the two FDMs.

Countries	Descriptions	Scope
United States	Accounting	Extension of core functional scope
	Tax	Extension of core functional scope
		USA 1099 Data Audit - Ad Hoc Payments with 1099 Payees and non-1099 Spend Categories
		USA 1099 Data Audit - Ad Hoc Payments with 1099 Spend Categories and non-1099 Payees
		USA 1099 Data Audit - Supplier Invoices with 1099 Payees and non-1099 Spend Categories
		USA 1099 Data Audit - Supplier Invoices with 1099 Spend Categories and non-1099 Payees

	Accounts Payable
Description	Scope
Suppliers	Supplier Connections
	Purge Supplier Information
	Supplier Request
	No Supplier Portal
Supplier Invoices	Supplier Invoice
	Recurring Supplier Invoice
	Supplier Invoice Attributes
	Supplier Invoice Retention
	Prepaid Spend Amortization
	Direct Intercompany Supplier Invoice
	Up to 20 Custom Validations
	Remittance Advice
	Supplier Refund
	Supplier Invoice Request
1099 Reporting	1099 Adjustment
	1099 Suppliers
Modifiable Business Processes	Supplier Invoice Event
	Supplier Change Event
	Recurring Supplier Invoice Event
	Supplier Event
	Supplier Request Event
	Supplier Invoice Request Event
Data Conversion	Up to 2,500 open supplier invoices will be converted
	Current year to date 1099 balance

	Accounts Payable
	Up to 1000 Suppliers and Supplier Connections for those suppliers with Open Payable Items as well as suppliers with activity within 12 months prior to go live.

Countries	Descriptions	Scope
United States	Accounts Payable	Alert - USA Missing Supplier W-9 Forms
		Alert - USA Overdue Supplier MBE/WMBE Certificates
		Extension of core functional scope

	Accounts Receivable
Description	Scope
Customer Invoices	Intercompany Invoice
	Direct Intercompany Invoice
	Up to 10 Custom Validations
	Delivered Dunning Letters
	Up to 1,000 Sales Items
	Delivered Customer Invoice (not custom)
Customer Collections	Customer Invoice Maintenance
	Delivered Customer Statement Layout
	Receivable Write Off
	Receivable Aging
	Collections and Dispute Activities
	No Customer Portal
	Interest and Late Fees
Cash Sales	Cash Sale

	Accounts Receivable
Customer Payments	Customer Payment Processing
	Delivered Auto Application Payment Rules
	Customer Deposit
	Customer Refunds
Deferred Revenue	Revenue Recognition Schedule Templates
	Deferred Revenue Recognition
Modifiable Business Processes	Bad Debt Writeoff Event
	Customer Event
	Customer Invoice Event
	Customer Refund Document Event
Data Conversion	Up to 2,500 open customer invoices converted
	Up to 5,000 Customers With Activity

Countries	Descriptions	Scope
United States	Accounts Receivable	Customer Invoice BIRT
		Extension of core functional scope

	Asset Management
Description	Scope
Asset Accounting	Asset Accounting
	Asset Sharing
	Asset Depreciation for primary accounting book only
	Asset Book Rules
	Asset Adjustments

	Asset Management
	Non WIP related assets only unless Capital Projects is in Scope
	Multi Book Asset Accounting with 2 Company Asset Books
Asset Maintenance	Asset Reclassification
Asset Tracking	Asset Custodianship
	Pooled Assets
	Asset Transfer
Modifiable Business Processes	Asset Registration Event
	Asset Disposal Event
Data Conversion	Up to 5,000 Active, Capitalized Assets (reconciled to Balance Sheet)
	Tracked Expensed Assets (no cost)

Countries	Descriptions	Scope
United States	Asset Management	Extension of core functional scope

	Budgetary Controls
Description	Scope
Plan Setup	Plan Worktags
	Budget Hierarchy
	Budget Approvals & Amendments Functionality
	Budget Checking Functionality (including Position Budgets)
	Financial Budgets
	Plan Structures
Plan Templates	Plan Templates
Loading Plans	Import Budget via spreadsheet only

	Budgetary Controls
	Up to 10 Custom Validations
Project Budgeting	Project Budgeting including: Budget Checking - Project, Budget Approvals and Amendments - Project
Modifiable Business Processes	Plan Event
	Budget Amendment Event
Data Conversion	Current Year Budget Data

	Cash Management
Description	Scope
Banking Setup	Bank Account Management
	1 Financial Institution per Country
	Up to 10 Bank Accounts per Company
Settlement	Settlement
	Ad Hoc Payment
	Bank Routing Rule
	Bank Account Transfer / Bank Account Transfer for Settlement
	Ad Hoc Bank Transaction
	Payment Acknowledgments (if supported by bank)
	Miscellaneous Payment Request
	Positive Pay
	Preprinted or Blank check stock (printer not provided)
	Escheatment
Bank Reconciliation	Bank Reconciliation
	Delivered Bank Reconciliation Matching Rules and First Notice Rules only (Parsing Rules excluded)
	Settlement Event

	Cash Management
Modifiable Business Processes	Bank Account Transfer for Settlement Event
	Bank Account Transfer Event
	Bank Account Event
	Ad Hoc Payment Event
	Miscellaneous Payment Request Event
	Ad Hoc Bank Transaction Event
	Print Checks Task Event
	Escheatment Item Event
Data Conversion	Beginning Balance
	Unreconciled Open items
	Up to 50 bank accounts with cash balances that will require cash conversion at Go-Live

Countries	Descriptions	Scope
United States	Cash Management	Extension of core functional scope
		BIRT - USA Financials Check
		Escheatment

	Expenses
Description	Scope
Expense Reports	Processing of Expenses Reports for Workers and Pre-Hires (no Spend Authorizations)
	Up to 10 Custom Validations
	Up to 20 Expense Item Attributes
	Expense Report Instructions

	Expenses
	Mobile Enablement
	Create Delegation for "Chief Level" Executives Only
	Expense Report Payment
	Expense Report Work Area
Expense Rate Tables	Delivered Mileage Rate Rules
	Up to 5 Expense Items with Rate Tables (third-party integration not included)
	Simple Per Diem (non Travel Journal)
Expense Credit Cards	Any Credit Card integrations in scope for expenses related to Worker T&E only
	If Corporate Liability card exists, then you must purchase related integration
	Spend Authorizations
Operational Countries	Operations in the following countries: United States
Modifiable Business Processes	Expense Report Event
	Spend Authorization Event
Standard Reporting	Workday Delivered Reports
	Expenses Hub
Data Conversion	Worker Payment Elections for Expense Payments
Integrations	INT required for Expenses with HCM only

Countries	Descriptions	Scope
United States	Expenses	Extension of core functional scope
		United States Mileage

	Procurement
Description	Scope
Suppliers	Matching Override
	Return to Supplier
	Supplier Retention
	Delivered Supplier Invoice Matching Rules
	No Supplier Portal
Procurement Setup	Up to 10 Custom Validations
	Delivered Punchout configuration
	Up to 1,000 Generic Purchase Items
	Up to 1,000 Supplier Catalog Items
Purchase Orders	Delivered Purchase Order layout
	Change Order
Requisitions	Requisition Worklet
	Sourcing
Receipts	Receipt Accruals
	Receipt
Supplier Contracts	Supplier Contracts (Excludes Lease Supplier Contracts)
Standard Reporting	Procurement Hub
Modifiable Business Processes	Requisition Event
	Change Order Event
	Supplier Contract Event
	Purchase Order Event
	Supplier Accounts Match Event
	Supplier Contract Amendment Event
	Supplier Accounts Match Exception Override Event
	Receipt Event

	Procurement
Data Conversion	Up to 25 open Lease type Contracts
	Receipt conversion for Open, Approved Purchases Orders
	Up to 100 open, approved Purchase Orders
	Up to 100 open Supplier Contracts

Countries	Descriptions	Scope
United States	Procurement	Extension of core functional scope

	Absence
Description	Scope
Work Schedules	Up to 10 Work Schedule Calendars
Worklets/Dashboards	Up to 3 Worklets/Dashboards: - Absence (ESS) - Team Absence (MSS) - Time and Absence (MSS)
Holiday Calendars	Up to 5 Holiday Calendars (USA)
Country Scope	Up to 15 Unique absence types for each of the following country(ies): United States Up to 5 of the 15 absence types per country will include calculated entitlements or accruals
Leave of Absence Types	United States: Up to 7 Leave Types. Listed below are the standard Leave Types: USA FMLA Non-Military: USA Long Term Disability USA Military Service USA Personal Leave USA Short Term Disability USA Workers Compensation USA New York Paid Family Leave
	Up to 10 Leave Types (Up to 5 with Leave Entitlements limited to Primary Position)
Time Off Plans	United States: Up to 12 Time Off Plans. Listed below are common examples: - Vacation/PTO - Sick - Floating Holiday - Personal - Unpaid - Jury Duty - Bereavement - Intermittent FMLA
	Up to 6 Non-Accruing Time Off Plans
	Up to 10 Accruing Time Off Plans On Primary Position

	Absence
	Time off Plans attached to Multiple Positions
Modifiable Business Processes	Correct Time Off
	Request Time Off
	Request Leave of Absence
	Request Return Leave of Absence
	Assign Work Schedule
Reporting	Standard Workday-delivered reports that provide detailed information about absences taken, remaining entitlements, balances for workers.
Data Conversion	Time Off Balance conversion included (i.e. remaining days of Annual Leave as of Go-Live month - From Legacy System).
	Time Off Events conversion excluded (e.g. historical and future Vacation days), except for those required for specific calculation purposes (e.g. Sick Leave with rolling period accruals)
	Current Active Leaves and Historical Leaves for the previous 12 months only to support rolling balance calculations

	Payroll for United States
Description	Scope
Banking	Up to 2 bank accounts, used for payroll payments.
Payment Elections	One Payment Election Rule that applies to all employees within the organization.
Prenote	Up to 1 Pre-Note Test for Payroll Payments
Checks and Payslips	Delivered layouts for paper checks & advices that have the check & advice positioned at the top of the page and the detailed pay statement below.
	→ AI: Assistant on Payslip
Costing Allocations	Worker level costing allocations with 1 dimension (e.g., cost center).
	Configuration of Employee Costing Allocations Across Multiple Accounting Dimensions.

	Payroll for United States
General Ledger	Multiple General Ledger Systems
	Commitment Accounting
Pay Components	Up to 150 Pay Components (Earnings and Deductions in total)
	Deduction Priorities and Deductions in arrears
	Pay Balances
	Pay Accumulations: track and calculates accumulated earnings and deductions over a specified period.
	Pay Component Groups: Categorizes various earnings and deductions such as regular pay, overtime, and bonuses.
	Pay Component Costing
Pay Frequency	Up to 3 Pay Frequencies
Run Categories	1 regular payroll category (Periodic Pay) and the options to include one additional payroll category, such as quarterly bonus runs.
Pay Groups	Up to 3 Pay Groups
Payroll Processing	Off-Cycle Payments
	Retro Processing
Audit Report Configuration	Audit Report Configuration
	→ AI: Prompt Reconciliation
Reporting and Auditing	→ AI: Payroll Anomaly Detection with Predictive Insights and Confidence Scoring (Requires ML Opt-in)
Command Center	Pay Cycle Command Center
Year End Dashboard	Year End Dashboard Delivered
Period Schedules	Period Schedules for Payroll
	Generate Period Schedule Periods
	Up to 3 FLSA Work Period Calendar Rules
Tax Reporting	Companies
	Company Federal, State Payroll Tax Configuration

	Payroll for United States
	Company Local Payroll Tax Configuration
	W-2 Configuration
	Payroll Reporting Codes
Multiple Jobs	Multiple Jobs are configured for Payroll
Multiple Employee Numbers	Multiple Employee Numbers
Standard Reporting	Workday Delivered Reports
	Payroll Admin Hub, Benefits and Pay Hub
Modifiable Business Processes	Settlement Run Event
	Assign Pay Group
	Payment Release Event
	Federal Worker Tax Elections
	State and Local Worker Tax Elections
Data Conversion	Payroll Balances for Current Year
	Up to 8,000 Worker Payment Elections
	Conversion from 1 Legacy System
	Current Costing Allocations
	Worker Tax Treaties

	Time Tracking
Description	Scope
Alerts and Validations	Up to 5 system-generated notifications sent to employees and managers. Listed below are the standard alerts: - Time not Entered (Employee) - Time not Entered (Manager) - Time not Submitted (Employee) - Time not Submitted (Manager) - Time not Approved (Manager)

	Time Tracking
	Up to 11 standard warnings or errors to assist with accurate time entry. Listed below are the standard warnings and errors: - Time Entry Time Adjustments Exist - Time Entry Reported on a Holiday - Time Entry Status is Closed - Time Entry Status is Locked - Time Entry Unmatched Clock Events - Time Entry Worker is on Leave - Time Entry Worker is Terminated → AI: Time Anomaly Detection with Predictive Insights and Confidence Scoring (Requires ML Opt-in) → AI: Intelligent Prompt Recommendations for Time Tracking Listed below are the USA standard warnings and errors: - Time Entry USA California Nonexempt Missed Meal Penalty Waiver is Available but not Indicated - Time Entry USA California Nonexempt Missed Meal Penalty Waiver is Indicated as Yes and No - Time Entry USA California Nonexempt Missed Meal Penalty is Waived - Time Entry USA California Nonexempt Missed Meal Penalty Waiver is Indicated but not Available
Schedules and Calendars	Up to 1 calendar to define a Holiday Schedule
Security	Employee Self Service Security Groups that facilitate how time is entered Listed below are the standard employee security groups: - Exempt Employee as Self - Non-Exempt Employee as Self
Period Schedule	Up to 4 Period Schedules Listed below are the standard period schedules: - Monthly - Weekly - Bi-Weekly - Semi-Monthly
Time Calculation Groups	Up to 12 Time Calculation Groups
Time Calculations	Up to 15 Time Calculations. Listed below are the standard time calculations: - GBL 7th Consecutive Day Double Time Hours GT 8 - GBL 7th Consecutive Day Overtime Hours - GBL Daily Double Time Hours GT 12 - GBL Daily Overtime Hours GT 12 - GBL Daily Overtime Hours GT 8 - GBL Holiday Hours Creation - GBL Hours Worked Outside of Schedule - GBL Weekly Overtime Hours GT 40 Listed below are the US standard time calculations: - USA California Minimum Rest Calculation - USA California Missed Meal Penalty - USA Holiday Must Work Day After Holiday - USA Holiday Must Work Day Before And Day After Holiday - USA Holiday Must Work Day Before Holiday - USA Nevada Daily Overtime Hours GT 8
Time Entry	Up to 3 different Time Entry Templates to control a worker's timesheet view

	Time Tracking
	Up to 8 Time Entry Codes to support different types of time that can be entered. Listed below are the standard time entry codes: - Worked Time (In/Out) - Hours Worked (Hours Only)
	Listed below are the USA standard time entry templates: - USA California State Nonexempt - USA Not California State Nonexempt
Multiple Jobs	Workers with Multiple Jobs
Country Scope	Time Tracking configuration in scope for the following countries: Pre-populate with answer from CFC-5
	For each country beyond the HQ country in scope, Workday will configure up to: 1 Period Schedule, 2 Worker Groups, 10 Time Calculations, 5 Time Entry Validations, 2 Time Entry Templates, 5 Time Entry Codes
Modifiable Business Processes	Assign Work Schedule
	Enter Time
	Reported Time Batch Event
Standard Reporting	Up to 2 worklets/dashboards to support tasks and reporting. Listed below are the standard worklets and dashboards: - Employee Self Service Dashboard (Worklet) - Manager Self Service Dashboard (Worklet)
	Up to 2 reporting tasks for Managers and standard delivered reports to support time entry. Listed below are the standard reporting tasks for Managers: - Review Time Task for Managers to edit, review and approve time for multiple workers at once. - Edit and Approve Time Task for Managers to edit, review, and approve time for multiple workers at once Standard Workday-delivered reports that provide detailed information about time blocks and auditing time worked.
	Time Tracking Hub
Data Conversion	Excluded from the Scope for Go-Live.

	Financial Planning
Description	Scope
Structure	Budget and forecast up to 2 years out
	All planning periods will use a common / single methodology.

	Financial Planning
	Planning occurs in time periods of months, quarters or years
	One Chart of Accounts structure, one calendar, and a common set of templates and processes across the organization
	Up to 20 Legal Entities and 20 Entity Currencies (1 Currency per Entity)
Revenue	One Revenue Model with input only accounts
	Up to 2 sheets per model
	Up to 15 input only accounts per model
	No calculations
Operating Expense	Up to 2 Operating Expense Models with Basic Calculations
	Sample Basic Calculations include Price x Unit, Growth Rate Applied to Prior Value, Single Step Formula Expressions
	Up to 2 sheets per model
	Up to 25 total accounts for inputs and calculations per model with consistent logic across all dimensions and levels
	Up to 4 dimensions per model
Personnel Expense	One Personnel Expense model (current roster and open positions)
	Up to 2 sheets per model
	Up to 3 Employee Groups: Salary, Hourly and Contingent Labor.
	Up to 25 total calculations per model. Calculations to include headcount/FTE, salary, wages, taxes and benefits by worker/position
	Compensation plans (examples include bonus, STICO) are calculated as a percent of total pay based on role, worker or total company. Percent is input, not calculated. Monthly accrual compensation plan expense is calculated by multiplying the input percent by base salary. No additional compensation plan expenses are included.
	Capitalized labor is not included
Capital Expense	Capital Expense Model using straight line depreciation for newly planned assets
	Summary depreciation loaded for existing assets (not at asset level)

	Financial Planning
	Capital model does not include Work in Process, Project Capitalization, Calculation of Forecast Depreciation on in service assets, or Capitalized Labor
Data Management	Workday shall configure the automation synchronization of the following metadata:
	- Accounts, Levels, Dimensions & Attributes (up to 20), User Synchronization
	Workday shall define and configure required Advanced Reports and Workday Data Source for the following sources of data within the Customer's Workday Tenant:
	- Summarized Monthly Journal Lines, Summarized Depreciation Forecast (if applicable), Current Snapshot of Workers & Open/Frozen Positions, Target bonus percent/amount by worker (if applicable), Currency Translation Rates (Average and End of Month only)
	Publish of Financials Budget Monthly Balances by Account, Level and Dimension to Workday Financials
	Creation of Matrix Report for to allow for General Ledger Drill Through to Workday Financials
Security	Enable security on Levels and configure Dimensional Access Control for up to one additional dimension
Training and Enablement	Knowledge transfer and documentation provided for all planning models built using Workday's documentation format and tools (1 page per model)
	End-user documentation and end user training is excluded
	Final review & testing: Support of Customer UAT scripts development
	Admin training: includes training for up to 5 power users on administrative responsibilities and maintenance of the system for up to 4 hours
	Post Production support: 2 weeks of support for up to 10 hours per week
Reporting & Analytics	One Income Statement Format (account / dimensions) that incorporates all templates and business logic.
	One active dashboard with up to 5 sheets added with one text box per sheet. Workday to provide knowledge transfer for the customer to build additional active dashboards needed for their planning process

	Financial Planning
	Conduct up to 6 remote hands-on workshops (up to two hours each) to walk-through building reports/dials/dashboards. Provide best practice guidance around design.
	Consult with Customer on specific dial design challenges; Help Customer with how-to questions. Reports and Dashboards to be completed by Customer prior to UAT.
	Up to 10 KPI's
Not Included	Balance Sheet and Cash Flow (unless purchased via Additional Scope)
	Payroll or Payroll Costing Allocations as a source

	Reporting
Description	Scope
oCHRO & oCFO	10 Low Complexity Custom Reports

6. Data Transformation Project Scope.

Customer Legacy Systems in Scope Table

Functional Area	# of Legacy Systems
Absence	1
Benefits	1
Accounts Receivable	1
Accounts Payable	1
Core Human Capital Management	1
Payroll for the United States	1
Talent Acquisition	1

7. Integrations in Scope Table

Type	Count
BenefitBridge	1
End-to-End Connector	4
EIB/DT/BIRT	6
Workday Studio / Orchestrate	1
Total	12

BenefitBridge is delivered as an ongoing carrier administration service rather than a traditional point-to-point integration build. The Benefit HarborAI Solutions team is responsible for the end-to-end deployment of all benefits integrations through their BenefitBridge packaged solution. This deployment transforms carrier administration from a custom IT project into a turn-key operational service. The scope of this deployment includes the following carrier types:

- Health & Wellness: Medical, Dental, and Vision.
- Protection: Life and Disability.
- Supplemental: Voluntary Benefits.
- Retirement: 401k Savings Plans.

Workday shall be responsible for setting up and maintaining the necessary security permissions within the Workday tenant to enable the BenefitBridge API solution. All benefit integrations listed above will go through the BenefitBridge packaged solution.

Data Transformation Professional Services Terms

1. Applicability. These Data Transformation Professional Services Terms apply to the SOW to which these Terms are attached or associated.

2. Data Transformation Scope. These Terms cover the preparation of Customer's legacy data to be loaded into deployment Instances as part of the Workday data conversion approach. The scope and applicable functional areas of the Data Transformation Services are further described in the SOW Scope.

Data Transformation Activity Table

Activity	Output	Responsible Party	Supporting Party
Clean and extract data from Customer's legacy systems identified in the SOW Scope	Data formatted in CSV (standard) or mutually agreed format	Customer	
Analyze source data and define mapping and translation rules	Data Mapping & Translation Design Document	Customer	Workday

Activity	Output	Responsible Party	Supporting Party
Load extracted data into File Transfer Server	Data loaded into File Transfer Server	Customer	
Transform extracted data	Translated extracted data in Instance/Tenant-loadable format	Workday	
Transformation Mapping Review	N/A	Customer	Workday
Correct data quality issues identified prior to each Instance/Tenant build	Provide an updated set of “legacy” source data containing corrections	Customer	
Load transformed data into Instance/Tenant		Workday	

3. Data Transformation Services

3.1 Workday Data Transformation Services are intended to augment Customer’s data transformation activities described in the Launch Flex SOW Program Terms (“**Customer Transformation Activities**”). The Services are not intended to be an end-to-end extract-transform-load (ETL) service.

3.2 Following Customer’s performance of the Customer Transformation Activities, Customer will provide guidance to Workday on data mapping and translation and a detailed description of extracted legacy data, including unique identifier definitions, relationships between various datasets, and field level data descriptions. Workday will produce Instance/Tenant-loadable data by applying mutually agreed format, mapping, and translation requirements to Customer’s extracted data in the File Transfer Server.

3.3 Workday and Customer will jointly conduct detailed reviews of Customer’s extracted data in the File Transfer Server or Instance/Tenant, starting with the foundation Instance/Tenant data elements. The parties will collaborate to create written data mapping translation definitions for all data elements required for an Instance/Tenant build. If Customer cannot provide mapping or transformation logic or instructions, at Workday’s request (email is sufficient), Customer will provide data in Workday-provided format.

Workday will build out, record, and maintain associated data mapping translation definitions in the Workday-created specification documents and utilize them to create and maintain the repeatable processing logic required for each Instance/Tenant build. Upon completion of an Instance/Tenant build, Workday will provide Customer with the number of data records loaded and an explanation for any data records that could not be loaded.

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

APPROVED
By Sergey Greshchukhin at 10:37 am, Jul 01, 2026

THIS AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") entered into by and between the City of Carmel and Heapy Solutions, LLC (the "Professional"), as City Contract dated March 4, 2026 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

Heapy Solutions, LLC

By:

By:

Laura Campbell, Presiding Officer

Authorized Signature

Date: _____

Jason C. Brown
Printed Name

James Barlow, Member

Director of Construction, Senior Principal
Title

Date: _____

Alan Potasnik, Member

FID/TIN: TIN 45-3865739

Date: _____

ATTEST:

Date: 6/30/26

Jacob Quinn, Clerk

Date: _____



*Pre-Construction Services
General Contractor
Construction Manager
Design-Build*

June 23, 2026

PROPOSAL

City of Carmel
1 Civic Sq
Carmel, IN 46032

Attn: Zac Jackson
CFO

Re: Carmel Energy Center Upgrades – Phase 1A Proposal

Dear Zac,

HEAPY Solutions hereby proposes to provide to The City of Carmel turnkey project services associated with the upgrades to the Carmel Energy Center. HEAPY Solutions will provide an Engineer-led team to design, manage, and construct the above-mentioned project. The general scope of services performed under this contract is summarized below.

1. General Scope Description:

- A. Project scope is to upgrade the Carmel Energy Center Heating and Cooling Plant.
 - Christkindlmarkt Ice Rink Chiller needs a new chiller. This project will include an option for a new Ice Rink Chiller with associated Ice Storage Tanks to provide year-round value.
 - The existing Energy Center is beyond capacity, thus, has no room to expand. The scope of the project includes replacement of the existing chillers, pumps and boilers. Geothermal will be evaluated, which would remove the Cooling Towers and replace with geothermal wells.
- B. Work will include all design, permitting, materials, installation, programming, and testing for an operational system.
- C. Work is priced as done during normal working hours with Owner coordination.
- D. Refer to the attached Scope Matrix to clarify scope items.

2. Project Schedule:

- A. Project construction completion will take approximately 18 to 24 months from contract acceptance. The exact dates will be coordinated with the Owner.
- B. The final delivery schedule may be impacted by the current supply chain issues being experienced.

3. Project Cost:

- A. The estimated total project cost for this work is **\$TBD during Phase 2.** The project cost will be managed open book with Heapy Solutions managing the project based on a percentage markup of the subcontractors and not the design team.
- B. The above project cost includes contingency that will be returned if it is not used.
- C. ***To advance the project and to help the Owner make informed decisions, we are proposing releasing funds associated with the Phase 1A: Test Well. This would not***

commit The City of Carmel to the full contract amount, but just the Phase 1A Fees outlined below.

- D. Phase 1: Project Feasibility & Conceptual Design cost for this work is \$88,000
 - MEP Conceptual Design: \$50,000 by Heapy Engineering
 - Structural Engineering Conceptual Design: \$14,500 by CE Solutions
 - Civil Engineering Conceptual Design: \$8,500 by American Structurepoint
 - Geotechnical Engineering: \$5,000 by SME
 - Heapy Solutions Project Management & Cost Estimating: \$10,000
 - E. Phase 1A: Pre-Testing cost for this work is **\$127,600**
 - Geothermal Test Well: \$104,000 by Darcy (includes hauling drilling cuttings off site)
 - Pre-Commissioning: \$9,600 by Heapy Engineering
 - Test and Balance: \$5,000 National T&B (allowance)
 - Management: \$10,000 by Heapy Solutions
 - F. Phase 2: Design, Pre-Construction & Bidding cost for this work is **\$TBD**
 - Design Construction Documents: \$TBD
 - Commissioning: \$TBD
 - Management & Bidding: \$TBD
 - G. Phase 3: Construction cost for this work is **\$TBD**
 - Design Construction Administration: \$TBD
 - Construction Management: \$TBD
 - Construction Buyout Cost: \$TBD
 - H. This proposal may be withdrawn if not approved within thirty (30) days.
4. Job Meetings:
- A. Regular project meetings will occur during this project. Weekly on-site project meetings will occur during the work activities.
5. Permits:
- A. Project cost includes the required permits associated with the stated work.
6. Warranty:
- A. One (1) year material and labor warranty from beneficial use.
 - B. Several pieces of equipment provided may have extended parts or parts and labor warranties. Refer to the project specification.
7. Miscellaneous Provisions and Services:
- A. Prevailing wage rates do not apply to this project.
 - B. Work will be done during normal working hours.
 - C. None listed
8. Heapy Solutions Services:
- A. Phase 1: Project Feasibility & Conceptual Design Services includes:
 - Conceptual MEP Design Equipment Space Planning Layout and Single-Line Schematics
 - MEP Load Analysis: Determine current vs future capacity
 - Preliminary Mechanical and Electrical Equipment Selections & Sizing

- Civil site survey to understand underground utilities
 - Structural conceptual narrative and preliminary scoping document to understand structure type, materials and scope.
 - Design meetings with The City of Carmel to confirm understanding of scope of work, project goals, and schedule.
 - Heapy Solutions will utilize the conceptual design drawings and narratives to develop probable total project cost through collaboration with trusted construction partners and equipment vendors.
- B. Phase 1A: Pre-Testing
- Review meetings with The City of Carmel
 - Onsite testing (Geothermal Test Well)
 - Pre-Commissioning testing of existing plant controls
 - Full Test and Balance Report for the central heating and cooling plant
- C. Phase 2: Design, Pre-Construction & Bidding Services includes:
- Design meetings with The City of Carmel
 - MEP design to 100%
 - Architectural, structural, and civil design to 100%
 - Cost modeling
 - Onsite investigation
 - Bidding Documents
- D. Phase 3: Construction Phase
- Construction Management
 - Construction Administration
 - Commissioning
 - Host Project Meetings
 - Safety Management
 - On-site supervision and quality control
 - Project Closeout
- E. By signing this agreement the Owner has authorized Heapy Solutions to commence with the conceptual design outlined above. If the Owner moves forward with the project under contract with Heapy Solutions, the conceptual design fees will be included into the overall project cost.
- F. After the pre-construction phase, the Owner and Heapy Solution will draft a scope document that defines the project requirements. Signing of this scope agreement will serve as confirmation that the Owner has selected Heapy Solutions to implement the project scope(s) selected from the pre-construction services as listed above. Our provision of services for the project remains contingent upon the negotiation and execution of a mutually acceptable project scope and contract.

TERMS AND CONDITIONS

In the following paragraphs, CLIENT shall refer to The City of Carmel, and PROJECT shall refer to The Carmel Energy Center and CONTRACT shall refer to this **Proposal Agreement**.

GENERAL – These provisions apply to the CONTRACT to the extent that they are not specifically waived therein.

HEAPY SOLUTIONS and HEAPY ENGINEERING – HEAPY Solutions and HEAPY Engineering are separate companies and perform separate tasks on the Project. HEAPY Solutions will be the primary contract holder and will utilize HEAPY Engineering as a sub-consultant for the design of this project. This contract is between

HEAPY Solutions and the OWNER. Any reference to HEAPY in the terms and conditions shall be understood to be HEAPY Solutions.

CONFIDENTIALITY – Any technical and pricing information contained in any CONTRACT submitted by HEAPY for PROJECT, is confidential and proprietary. This information shall not be released or made available to any third party without the written consent of HEAPY.

HIDDEN AND FIELD CONDITIONS – A condition is hidden if concealed by existing finishes or if not open to investigation by

Carmel Energy Center Upgrades June 22, 2026

reasonable visual observation. HEAPY is not responsible for discovering hidden conditions. Changes due to Hidden Conditions are not to be construed as Errors and/or Omissions in services.

CONTINGENCY – The project contingency should be maintained during the construction process to deal with unforeseen conditions or owner requested changes. The project contingency will be maintained for these events. Use of the contingency funds shall be mutually agreed to by the OWNER and HEAPY. Any unused contingency at the end of the project will be returned to the owner.

CHANGE ORDERS – Project change orders to the contract shall be mutually agreed to by the OWNER and HEAPY if they require additional project funds or use of the contingency funds.

BACKGROUND FILES – Project pricing is based around the Owner furnishing ACAD architectural background files for use on the project. If the background files cannot be provided, then some additional cost to create these files will be requested unless already noted in the scope of work.

DEFECT IN SERVICE – The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, in order that the Consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Should legal liability for the defects exist, failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

OMISSION – If an omission in HEAPY's scope occurs that should have been included in the project, HEAPY will prepare the required corrective documentation for this work to be included. The associated cost for this omitted work will be passed through to the owner without any HEAPY markups in cost. Project contingency funds may be used to resolve the omission.

DISPUTE RESOLUTION – Any claims or disputes made during design, construction or post-construction between CLIENT and HEAPY shall be submitted to non-binding mediation. CLIENT and HEAPY agree to include a similar mediation agreement with all contractors, subcontractors, sub-consultants, suppliers and fabricators involved in PROJECT, thereby providing for mediation as the primary method for dispute resolution between all parties. If such matter relates to or is the subject of a lien arising out of HEAPY's services, then HEAPY may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

The Owner and HEAPY shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

CLAIM - The Owner and HEAPY shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case, not more than 5 years after the date of Substantial Completion of the Work.

To the extent damages are covered by property insurance, the Owner and HEAPY waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages.

HEAPY and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

PAYMENT – Invoices are to be provided on a monthly basis consistent with project progress. Payments are due within fifteen (15) days after receipt of invoice. Outstanding invoices beyond thirty (30) days will bear interest at a rate of 1-1/2% per month. If the invoice is not paid within forty (40) days, HEAPY may, without liability whatsoever to CLIENT, immediately suspend services under this agreement until all past due accounts have been paid. In the event HEAPY is required to take any action to collect any sums owed under this agreement and which are unpaid according to its terms, including but not limited to mediation, arbitration or litigation, CLIENT shall be responsible for all costs, fees and expenses incurred in such collection efforts, including but not limited to reasonable attorney fees and expenses.

The Owner shall not withhold amounts from HEAPY's compensation to impose a penalty or liquidated damages on HEAPY, or to offset sums requested by or paid to Contractors for the cost of changes in the Work unless HEAPY agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

OWNERSHIP OF DOCUMENTS – The Client shall receive a copy of all contract documents related to this project. HEAPY shall retain ownership of all reports, drawings, plans, specification, electronic files, field data, notes and other documents and instruments prepared by HEAPY as instruments of service. HEAPY shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. The CLIENT shall not reuse or make any modification to HEAPY's instruments of service without the prior written authorization of HEAPY.

PROJECT CLOSEOUT – After HEAPY prepares a final sub-contractor punch list the OWNER shall provide HEAPY with a punch list of items to be resolved. During project closeout any OWNER training, testing, warranty and operating and maintenance information shall be provided. After receipt of this information final payment application will be made.

OWNER RESPONSIBILITY – OWNER shall designate a representative that will have authority to make project decisions, approval and authorization. The OWNER shall provide project decisions in a timely manner as to not impact project schedule or create a delay cost. The OWNER shall provide HEAPY any environmental assessment reports or any building assessment reports that would alert them of any existing hazardous conditions. This project does not include remediation of asbestos or other hazardous materials. The Owner will assist HEAPY in completing the paperwork required to obtain permits. The OWNER shall maintain proper funds during the entire project to cover the project cost. Additional project cost may be required if the OWNER changes or revised the project schedule or scope.

JOBSITE SAFETY – HEAPY or their installing sub-contractor(s) will maintain a safety program for its employees.

LIMITS OF LIABILITY – In recognition of the relative risks and benefits of PROJECT to both CLIENT and HEAPY, the risks have been allocated such that CLIENT agrees, to the fullest extent permitted by law and notwithstanding anything to the contrary in this Agreement, to limit the liability of HEAPY to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of HEAPY to CLIENT shall not exceed HEAPY Solutions General Insurance amount or sub-consultant Professional Insurance Liability amount. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

TERMINATION OF CONTRACT – This Agreement may be terminated by either party upon seven days' written notice should the other party default under the terms of this Agreement or otherwise fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. Services performed at termination shall include all work that HEAPY and any sub-contractor or equipment supplier has performed under this project. CLIENT may terminate this Agreement upon at least seven days' written notice to HEAPY in the event that PROJECT is permanently abandoned. In the event of termination not the fault of HEAPY, HEAPY shall be compensated for all services performed up to the termination date and for time after such date related to suspending activities required to suspend the project such as restoring the site to an safe condition, processing pay requests and Reimbursable Expenses then due.

Carmel Energy Center Upgrades June 22, 2026

If the Owner fails to make payments to HEAPY in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at HEAPY's option, cause for suspension of performance of services under this Agreement. If HEAPY elects to suspend services, HEAPY shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, HEAPY shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, HEAPY shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of HEAPY's services. HEAPY's fees for the remaining services and the time schedules shall be equitably adjusted.

If the Owner suspends the Project, HEAPY shall be compensated for services performed prior to notice of such suspension including all labor performed and material purchased. When the Project is resumed, HEAPY shall be compensated for expenses incurred in the interruption and resumption of HEAPY's services. HEAPY's fees for the remaining services and the time schedules shall be equitably adjusted.

If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of HEAPY, HEAPY may terminate this Agreement by giving not less than seven days' written notice. HEAPY retains the right to negotiate additional fees associated with the suspended project if the project resumes.

Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

The Owner may terminate this Agreement upon not less than seven days' written notice to HEAPY for the Owner's convenience and without cause.

In the event of termination not the fault of HEAPY, HEAPY shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses.

Termination Expenses are in addition to compensation for HEAPY's services and include expenses directly attributable to termination for which HEAPY is not otherwise compensated, plus an amount for HEAPY's anticipated profit on the value of the services performed by HEAPY.

FORCE MAJEURE - The parties' performance under this agreement, in whole or in part, is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, pandemics or similar emergency beyond the parties' control, making it impossible, illegal, or commercially inadvisable, or which materially affects a party's ability to perform its obligations under this contract. Force Majeure events that are known or in place during the signing of this contract or after may impact the ability to complete the work on time and at the stated project cost. Impacts to the project schedule and/or cost will be relayed to the Owner as the impact is known. HEAPY does not accept any liability associated with these events and will work with the Owner through these events.

EOE – HEAPY prides itself on being an Equal Opportunity Employer with regard to all terms and conditions of employment. As such, HEAPY complies with federal and state laws prohibiting discrimination.

SPECIALTY CONSULTANTS – HEAPY is not responsible to CLIENT or any third parties for negligence, errors, omissions or other deficiencies in the services of any other design professional or contractor rendering design, engineering, inspection, testing, investigations or related services for the benefit of the CLIENT or the Project, when not retained by HEAPY. This includes but is not limited to the inclusion of or reference to such services, information, reports, plans and specifications and any and all documentation in the Instruments of Service provided by or through the CLIENT. Additionally, CLIENT shall require consultants or contractors retained by CLIENT to coordinate their services and documents with those of HEAPY and HEAPY's consultants. Accordingly, CLIENT agrees that it shall not seek to hold HEAPY and its consultants responsible for the negligence, errors, omissions, or other wrongful acts of such other consultants and agrees to defend, indemnify and hold HEAPY and its consultants harmless from any and all claims or damages of whatever nature arising therefrom.

AUTHORIZATION TO PROCEED – This Contract is sent to the OWNER for the purpose of documenting the project requirements and the terms of this agreement. HEAPY is given direction to proceed with our services (written, meetings minutes, email, etc.), then this act constitutes the **OWNERS** acceptance of this proposal.

AGREEMENT SIGNATURE & APPROVAL

If this agreement meets with your approval, please sign and return one copy of this proposal to our office.

Yours truly,

HEAPY Solutions



Ryan O'Connell, PE, CHC
Project Manager

Accepted By:

(Authorized Signature)

Date _____

Attachments:
Appendix A – Cost Estimate

Check Box for Acceptance of Phase:

- ☐ Phase 1: Feasibility & Conceptual Design
- ☐ Phase 1A: Pre-Testing
- ☐ Phase 2: Design, Pre-Construction & Bidding
- ☐ Phase 3: Construction Phase



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

Page 1 of 1

PURCHASE ORDER NUMBER

119350

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
1/21/2026			378910	Phase 1 Energy Center Feasibility/Design
HEAPY SOLUTIONS LLC		Food & Beverage Tax Fund		
VENDOR 1400 W DOROTHY LN		SHIP TO Carmel, IN 46032-		
DAYTON, OH 45409 -				
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
107859				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 105 Fund: 105 Food & Beverage Tax Fund

Account: 43-404.00

1 Each	Phase 1 Energy Center Feasibility/Design Work	\$216,000.00	\$216,000.00
		Sub Total	\$216,000.00

Send Invoice To:

Food & Beverage Tax Fund

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

ORDERED BY

TITLE

PAYMENT

\$216,000.00

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

Zac Jackson
CFO

Zac Jackson
CFO

CONTROL NO. 119350

SECOND AMENDMENT TO HEALTH SERVICES AGREEMENT

APPROVED

By Sergey Grechukhin at 12:41 pm, Jun 30, 2026

This Second Amendment to the Health Services Agreement (the "Amendment"), dated September 1, 2026 (the "Effective Date"), is made by and between City of Carmel, Indiana, by and through its Board of Public Works and Safety ("Client"), an Indiana municipal corporation, and Marathon Health, LLC ("Marathon").

RECITALS

WHEREAS, Client and Marathon are parties to that certain Health Services Agreement dated August 7, 2023, as amended (the "Agreement");

WHEREAS, the Parties wish to amend the Agreement to (i) renew the Agreement and (ii) reflect additional staffing and the associated costs; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. **Renewal.** The Agreement shall renew for a period of one (1) year commencing September 1, 2026 (the "2026 Renewal Term"). Following the 2026 Renewal Term, the Agreement shall automatically renew as set forth in Section 3.2 unless otherwise terminated in accordance with the terms of the Agreement.
2. **Partnership Health Center Staffing.**
 - a. Physician Hour Increase. The Physician time at the Partnership Health Center shall increase from 20 hours per week (0.5 FTE) to 24 hours per week (0.6 FTE).
 - b. Registered Nurse Hour Increase. The Registered Nurse time at the Partnership Health Center shall increase from 36 hours per week (0.9 FTE) to 40 hours per week (1.0 FTE).
 - c. Medical Assistant Hour Increase. The Medical Assistant time at the Partnership Health Center shall increase from 36 hours per week (0.9 FTE) to 40 hours per week (1.0 FTE).
 - d. Restatement of Staffing. The staffing of the Partnership Health Center shall be as follows:

Position	FTE
Physicians	0.6
Nurse Practitioners/Physician Assistants	0.6
Registered Nurses	1.0
Medical Assistants	1.0

3. **Fees.**
 - a. Annual Fee – Partnership Health Services. The Annual Fee for the 2026 Renewal Term for the Partnership Health Services as detailed on Exhibit A at the Partnership Health Center shall be \$959,815.64 (the "Partnership Annual Fee"). The Partnership Annual Fee shall be payable in monthly installments of \$79,984.64 ("Partnership Monthly Fee").

- b. PEPM Network and Anywhere Services. The Network PEPM Fee for the 2026 Renewal Term, adjusted based on Engagement in accordance with Exhibit D, shall be as follows:

Total Member Engagement	Fee
0-10%	\$11.03 PEPM

- c. Adjustment of Annual Fees and PEPM. The Annual Partnership Fee and PEPM Network Fee shall not automatically increase at the start of the 2026 Renewal Term. If the Agreement is automatically renewed following the 2026 Renewal Term as set forth in Section 3.2 of the Agreement, the Annual Partnership Fee and PEPM Network Fees set forth above shall automatically increase by 5% over the then-current fees on September 1, 2027 and on each September 1st in any given year. Such increase shall be made in addition to, and not in lieu of, any Engagement or Member-related adjustments made to the Network PEPM Fee. In the event the Parties agree in writing to renew the Agreement for a longer period, then the escalator set forth in such writing shall control any term agreed to beyond the 2026 Renewal Term.
4. **Miscellaneous.** This Amendment is made under and incorporates the terms and conditions of the Agreement. The terms and conditions set forth in this Amendment are in addition to and not in substitution of any terms or conditions set forth in the Amendment. Capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the Agreement. Except as specifically modified by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has executed this Amendment as of the Effective Date.

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

MARATHON HEALTH, LLC

By: _____
Name: _____
Title: _____
Date: _____

By:  _____
Name: Hoy Garvin
Title: SVP / GM
Date: 6/30/2026

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

CrossRoad Engineers, P.C.
Street Department – 2026
Appropriation #2201 2201 43-404.00 Motor Vehicle Highway Fun, 2201 2201 43-502.02 Motor Vehicle Highway Fund
P.O. #119788
Contract Not To Exceed \$157,416.90

**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 CrossRoad Engineers, P.C. (the "Professional"), as City Contract dated January 23, 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

By:

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

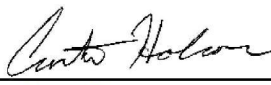
ATTEST:

Jacob Quinn, Clerk

Date: _____

CrossRoad Engineers, P.C.

By:



Authorized Signature

Curtis Holcom
Printed Name

Vice President
Title

FID/TIN: 35-1963331

Date: June 25, 2026

Exhibit A



Range Line Road Executive to City Center
Estimated Costs for Full Time Construction Inspection

ACTIVITY			DIR	SENIOR PM	SENIOR RPR	PROJ INSP	ASST PROJ INSP
Construction Duration	26	wks	26	104	260	1170	
Complete Final Record	2	wks	2	8	20	90	0
TOTAL HOURS			28	112	280	1260	0

The proposed fee for these estimated hours is as follows:

DIRECT LABOR COSTS --

<u>Personnel Class</u>	<u>Billing Rate</u>	<u>Total Hours</u>	<u>Direct Labor Costs</u>
Director	\$206.00	28	\$5,768.00
Senior Project Manager	\$181.00	112	\$20,272.00
Senior Resident Proj. Rep.	\$172.00	280	\$48,160.00
Resident Proj. Rep.	\$162.00	0	\$0.00
Asst. Resident Proj. Rep.	\$152.00	0	\$0.00
Project Inspector	\$144.00	1260	\$181,440.00
Asst. Proj. Inspector	\$102.00	0	\$0.00
			\$0.00
TOTAL DIRECT LABOR COSTS			\$255,640.00

DIRECT NON - LABOR COSTS --

MILEAGE			<u>Direct Non-Labor Costs</u>
Budgeted mileage rate is	\$0.70 /mile		
Director	50 miles/wk	x 26 weeks	\$910.00
Senior Project Manager	100 miles/wk	x 26 weeks	\$1,820.00
Senior Resident Proj. Rep.	250 miles/wk	x 26 weeks	\$4,550.00
Project Inspector	250 miles/wk	x 26 weeks	\$4,550.00
Estimated Budget for On-Site Material Testing Services			<u>\$10,000.00</u>
TOTAL NON- LABOR COSTS			<u>\$21,830.00</u>
TOTAL ESTIMATED COSTS			\$277,470.00

USE

\$277,470.00

City of Carmel

ONE CIVIC SQUARE

CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

119788

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		
6/11/2026			068025	Range Line Road On-Street Parking Improvements - Inspection Fees		
CROSSROAD ENGINEERS, PC VENDOR 115 N 17TH AVE BEECH GROVE, IN 46107 -			Street Department SHIP TO 3400 W. 131ST Street Carmel, IN 46074- Matt Higginbotham (317) 733-2001			
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS		FREIGHT	
110631						
QUANTITY	UNIT OF MEASURE		DESCRIPTION		UNIT PRICE	EXTENSION

Department: 2201 Fund: 2201 Motor Vehicle Highway FND

Account: 43-404.00

1 Each	Professional Services	\$65,383.17	\$65,383.17
	Sub Total	\$65,383.17	

Account: 43-502.02

1 Each	Professional Services	\$92,033.73	\$92,033.73
	Sub Total	\$92,033.73	



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
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SHIPPING INSTRUCTIONS

*SHIP PREPAID.

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

*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL

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

PAYMENT

\$157,416.90

* 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

James Rundle

TITLE

Assistant Street Commissioner

CONTROLLER

CONTROL NO. **119788**

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

- ☐ Civic Square Fountain Area
 ☐ Civic Square Gazebo / Lawn
- ☐ Monon & Main Plaza
 ☐ Midtown Plaza
- ☐ Reflecting Pool
 ☒ Other
- Roadways around Carmel High School

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

2. EVENT DETAILS

Event Purpose & Description: *

Provide a brief description of event

This is a 1M/5K family walk that starts and ends around the CHS parking lot by Main and Richland. Ghosts and Goblins 5k/2k Family Fun race is for community members, primarily from Carmel Clay Schools, who wish to support this fundraiser for Carmel Education Foundation. The two events run simultaneously. Participants pay a registration fee to participate and many wear costumes.

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

☐ Yes ☒ No

Event Date Start *

10/24/2026

Event Date End *

10/24/2026

Rain Date *

10/31/2026

If multiple dates, please list

Set-Up time: *

5:00:00 AM

Tear Down (End) time: *

12:00:00 PM

Event Start time: *

8:00:00 AM

Event End time: *

11:00:00 AM

Rehearsal

☒ No ☐ Yes

Number of People Expected: *

2,000

Fees?

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

☒ Yes ☐ No

Fees (cont'd)

Purpose of fee

Registration fees

2. STREET(S) REQUESTED:

Neighborhood Name/Streets to be closed Roads based on submitted 2025 map for approval and notice of city work or road closures during this time. Will confirm with CPD as well.
Include addresses as appropriate

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

GG 2025 MAP 1M (8.5x11).pdf	1.26MB
GG 2025 MAP 5K (8.5x11).pdf	1.31MB

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 Utilize CPD and Course Marshals to monitor the traffic and closing areas as large groups are passing. All businesses will be notified. Impact will be minimal.
Neighborhood notification via signs and neighborhood chat groups.

3. SPECIAL REQUESTS:

Requests:

☐ Electricity
☐ 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

300

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

50

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

25

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

3178449961

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 *

Jennifer Penix

Email *

[REDACTED]

Phone Number: *

[REDACTED]

Cell Number:

[REDACTED]

Name/Organization: Carmel Education Foundation

Address

Street Address

[REDACTED]

Address Line 2

Ste. 124

City

Carmel

Postal / Zip Code

46032

State / Province / Region

IN

Country

United States

Organization Type: * Non-Profit Organization

Residency

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

- ☒ Yes
☐ No

SECURITY DEPOSIT AND FEE:

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

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

DISCLAIMER:



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

Acknowledgement and Agreement

Mayor's Office

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

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

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

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

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

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

Carmel Education Foundation/ Jennifer Penix
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Jennifer Penix, CEO
Printed Name and Title (If applicable)

*



Phone Number (Required)



Carmel, IN 46032
Address of Organization/Applicant

6/22/2026
Date

Submit

City of Carmel Use Only

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____

CARMEL EDUCATION
FOUNDATION

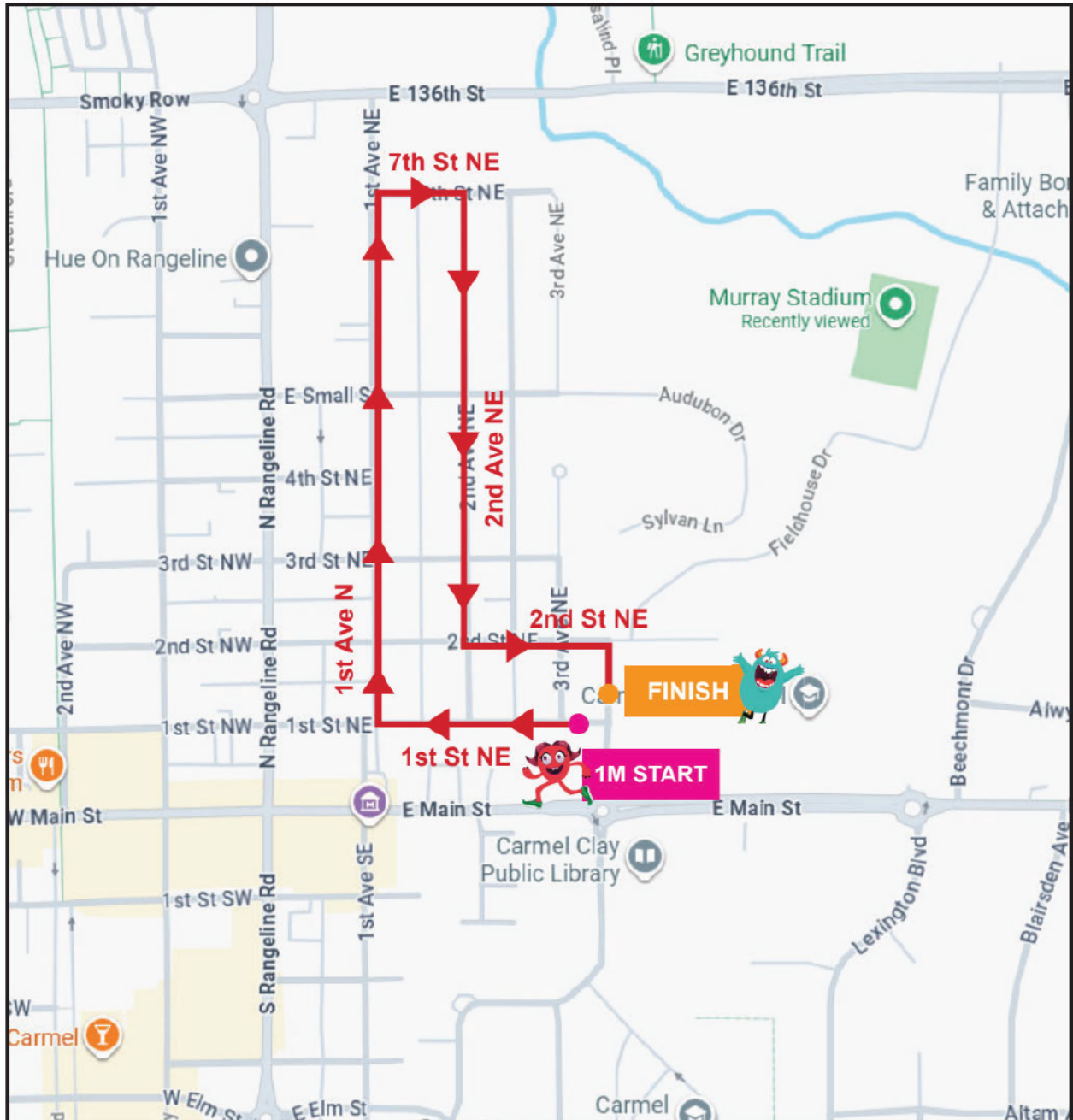


2025

GHOSTS & GOBLINS

1M/5K | WALK/RUN

1M



8:30 AM

FINAL REGISTRATION

9:00 AM

START

5K



8:30 AM

FINAL REGISTRATION

9:10 AM

START

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

- ☐ Civic Square Fountain Area
- ☐ Monon & Main Plaza
- ☐ Reflecting Pool
- ☐ Civic Square Gazebo / Lawn
- ☐ Midtown Plaza
- ☒ Other
-

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

2. EVENT DETAILS

Event Purpose &
Description: *

Provide a brief description of event

Christmas for Lorie - Community Event

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

☐ Yes ☒ No

Event Date Start *

8/29/2026

Event Date End *

8/29/2026

Rain Date *

8/29/2026

If multiple dates, please list

Set-Up time: *

3 00 00 PM

Tear Down (End) time: *

10 00 00 PM

Event Start time: *

4:00:00 PM

Event End time: *

9:00:00 PM

Rehearsal

☒ No ☐ Yes

Number of People Expected: *

150

Fees?

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

☐ Yes ☒ No

2. STREET(S) REQUESTED:

Neighborhood Name/Streets to be closed

Waterstone - Windbush Way -

Include addresses as appropriate

Upload Map

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

Street Closure.jpg

50.25KB

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

Street Closure for event that will be located throughout the Neighborhood

3. SPECIAL REQUESTS:**Requests:**

- ☐ Electricity
☐ 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

4

5. EVENT SET UP:

- ☐ Stage

Size of Stage

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

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

- ☐ Bounce House
☒ N/A
☐ Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

6. VENDORS:

Vendors

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

7. CONTACT INFORMATION:**Contact Person *** Steven Graves**Email ***

[REDACTED]

Phone Number: *

[REDACTED]

Cell Number:

[REDACTED]

Name/Organization:**Address**

Street Address

[REDACTED]

Address Line 2

City

Carmel

Postal / Zip Code

46033

State / Province / Region

IN

Country

Organization Type: * Individual**Residency**

Is the requestor a citizen of the City of Carmel?

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

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

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

DISCLAIMER:

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

Acknowledgement and Agreement

Mayor's Office

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

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

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

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

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

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

Steven Graves
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Steven Graves
Printed Name and Title (If applicable)

*

[Redacted]
Phone Number (Required)

[Redacted]
Address of Organization/Applicant

6/22/2026
Date

Submit

City of Carmel Use Only

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

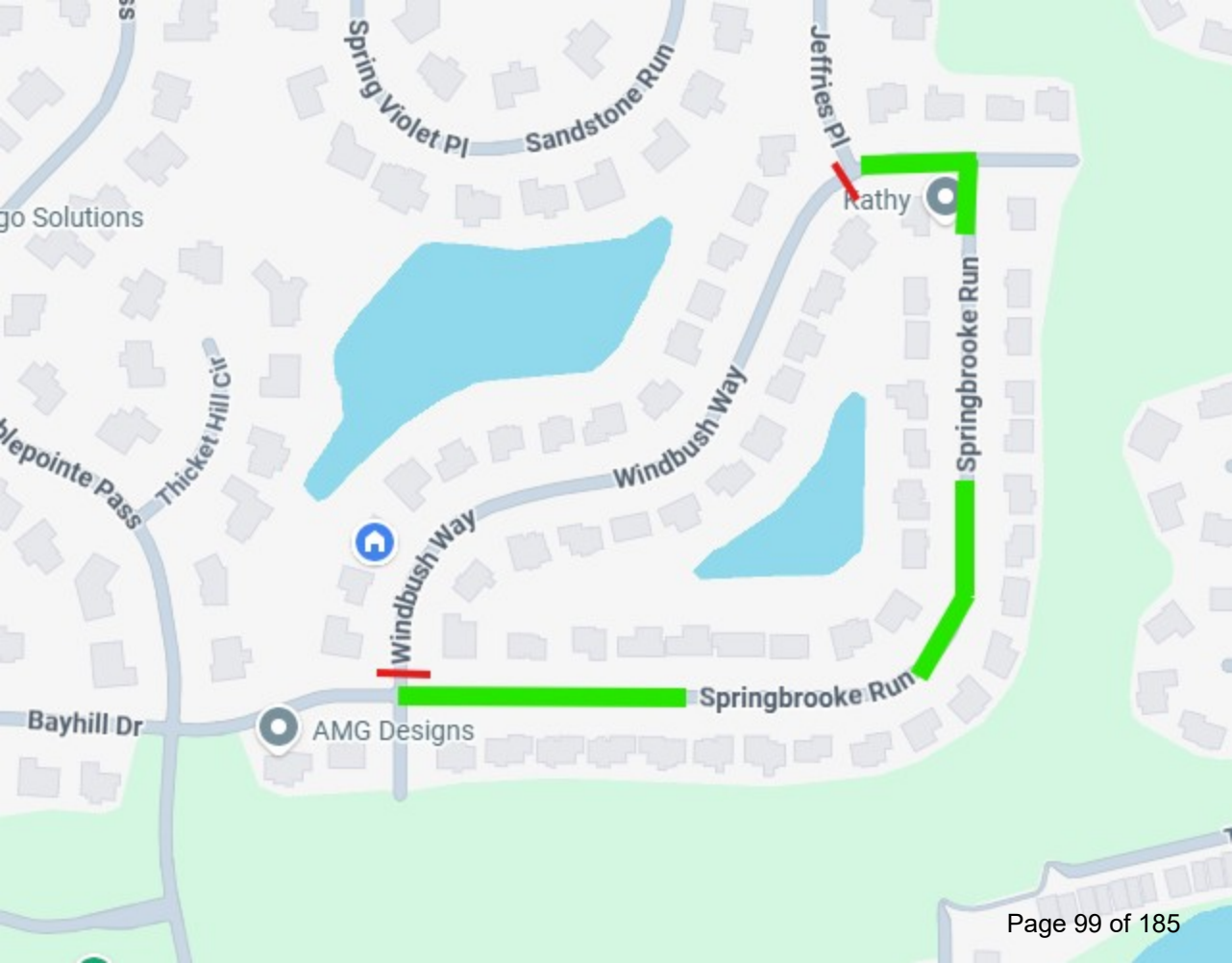
Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____





SPECIAL EVENT / FACILITY USE REQUEST

Request submission date: 06/16/2026

Department Review:

MAC: yes

CFD: yes

ENG: yes

STREETS: yes

CPD: yes

PARKS: yes

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

☐ Civic Square Fountain Area

☐ Civic Square Gazebo / Lawn

☐ Monon & Main Plaza

☐ Midtown Plaza

☐ Reflecting Pool

☒ Other

2nd Ave NW BTW Main Street
& 1st Ave NW

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

2. EVENT DETAILS

Event Purpose &

Description: *

Provide a brief description of event

The Mayor's Neighborhood Pop-Up series brings Carmel community members together for informal, community-focused gatherings where they can meet city teams, learn about services, and connect with neighbors.

We are requesting closure of this block for the Central District Pop-Up, the final event in this year's series, taking place at Sophia Square Plaza. The street will host city information booths, a Touch-a-Truck experience, yard games, and family-friendly giveaways. This event will also partner with Keystone Group and Sophia Square merchants to celebrate the 15th anniversary of Sophia Square.

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

☐ Yes ☒ No

Event Date Start *

9/28/2026

Event Date End *

9/28/2026

Rain Date *

9/29/2026

If multiple dates,
please list

Set-Up time: *

3:30:00 PM

Tear Down (End) time: *

7:30:00 PM

Event Start time: *

5:30:00 PM

Event End time: *

6:30:00 PM

Rehearsal

☒ No ☐ Yes

Number of People Expected: *

250

Fees?

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

☐ Yes ☒ No

2. STREET(S) REQUESTED:

Neighborhood Central District / Sophia Square Plaza & 2nd Ave NW between Main Street and 1st Street NW
Name/Streets to be closed Include addresses as appropriate

Upload Map An easy to read, color map of the area is required with submission.
Screenshot 2026-06-16 135659.png 724.98KB

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 Please install bollards if possible or barricades on north and south entrance to close the street. Monterrey Restaurant Valet is requested to relocate valet area temporarily to three Main Street parking spots. City will secure and install no parking signs for the temporary valet zone.

3. SPECIAL REQUESTS:

Requests:

☐ Electricity

☐ 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

No Parking Signs * Please note the number of NO PARKING SIGNS needed
15

5. EVENT SET UP:

☐ Stage

Size of Stage

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

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

☐ Bounce House

☐ N/A

☐ Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

6. VENDORS:

Vendors

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

Vendors Present *

Approximately how many vendors will be present?

4

7. CONTACT INFORMATION:

Contact Person *

Melissa Hopson

Email *

mhopson@carmel.in.gov

Phone Number: *

3176194187

Cell Number:

Name/Organization:

City of Carmel

Address

Street Address

One Civic Square

Address Line 2

City

State / Province / Region

Postal / Zip Code

Country

Organization Type: *

Non-Profit Organization

Residency

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

- ☒ Yes
- ☐ No

SECURITY DEPOSIT AND FEE:

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

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DISCLAIMER:

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Acknowledgement and Agreement

Mayor's Office

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

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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.

Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Printed Name and Title (If applicable)

*

3176194187

Phone Number (Required)

Address of Organization/Applicant

Date

Submit

City of Carmel Use Only

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

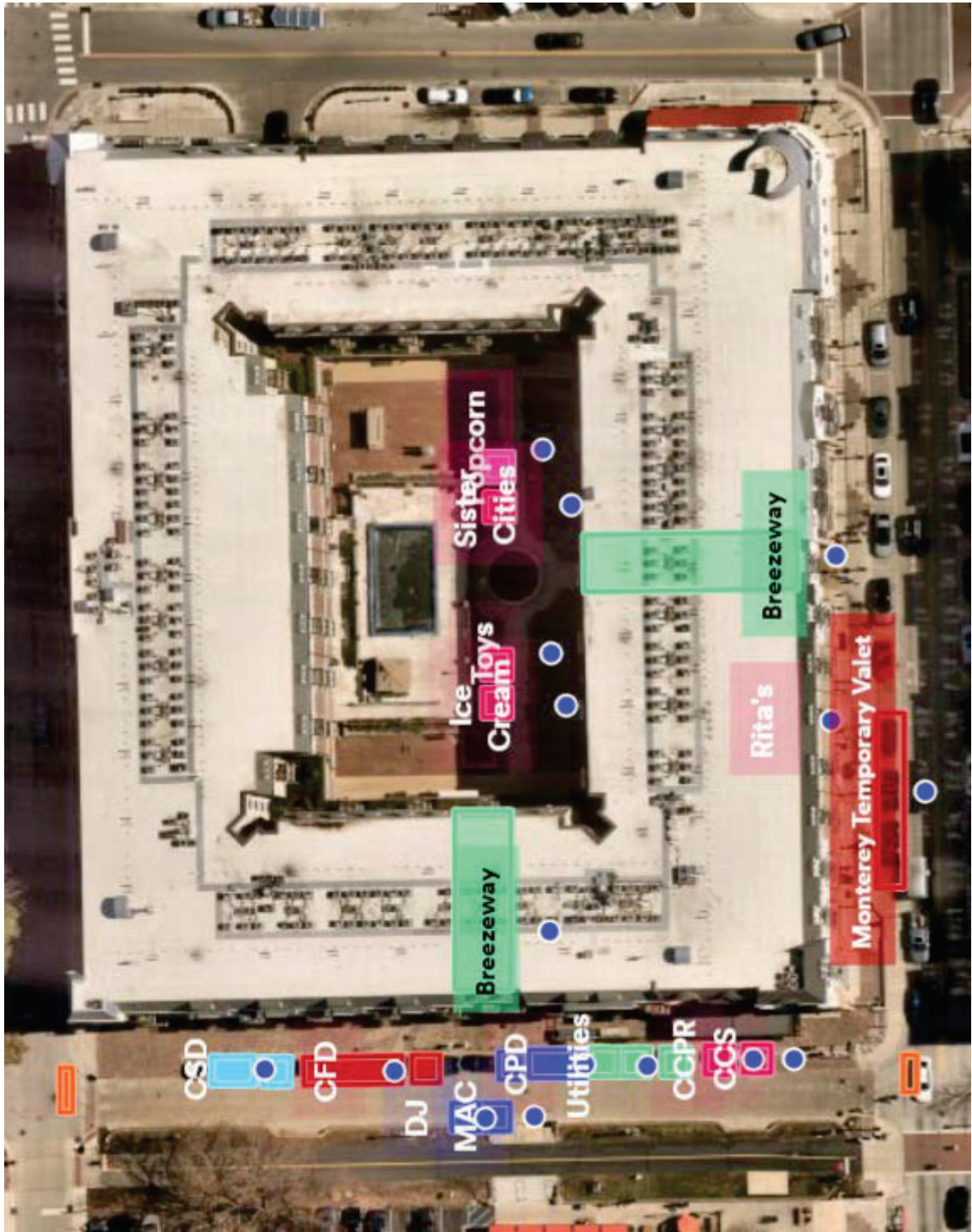
Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____





SPECIAL EVENT / FACILITY USE REQUEST

Information

Request submission date:

Department Review:

MAC: yes

ENG: yes

CPD: yes

CFD: yes

STREETS: yes

PARKS: yes

1. CITY FACILITY(S) REQUESTED:

Facility(s)

☐ Civic Square Fountain Area

☐ Civic Square Gazebo / Lawn

☐ Monon & Main Plaza

☒ Midtown Plaza

☐ Reflecting Pool

☐ Other

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

2. EVENT DETAILS

Event Purpose &

Description: *

Provide a brief description of event

Camel Sister Cities Winter Festival and Caroling

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

☒ Yes ☐ No

Event Date Start *

12/11/2026

Event Date End *

12/11/2026

Rain Date *

12/11/2026

If multiple dates, please list

Set-Up time: *

4:00:00 PM

Tear Down (End) time: *

9:00:00 PM

Event Start time: *

7:00:00 AM

Event End time: *

8:00:00 AM

Rehearsal

☒ No ☐ Yes

Number of People Expected: *

125

Fees?

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

☐ Yes ☒ No

2. STREET(S) REQUESTED:

Neighborhood Name/Streets to be closed

Include addresses as appropriate

Upload Map

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

Type of Closure:

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

Explain lane restrictions needed and other needed below:

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

- ☒ Electricity
☐ 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)
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☐ 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 * Andris Berzins

Email * aberzins@carmel.in.gov

Phone Number: * 3176521781

Cell Number: 3176521781

Name/Organization: Carmel Sister Cities

Address

Street Address

3805 W 116th street

Address Line 2

City

Zionsville

Postal / Zip Code

46077

State / Province / Region

IN

Country

United States

Organization Type: * Non-Profit Organization

Residency

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

☒ Yes

☐ No

SECURITY DEPOSIT AND FEE:



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

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Acknowledgement and Agreement

Mayor's Office

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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 Sister Cities
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Andris Berzins - Chair Mayors Advisory Board
on Sister Cities
Printed Name and Title (If applicable)

*

3176521781
Phone Number (Required)

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

6/26/2026
Date

Submit

City of Carmel Use Only

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____

RESOLUTION NO. BPW 07-15-26-02

**A RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY
APPROVING THE LEASE OF STATION 345**

Synopsis: This resolution approves the lease with Clay Township for Station 345

WHEREAS, Clay Township of Hamilton County, Indiana (hereinafter the “Township”) owns and operates the John W. Hensel Government Center located at 10701 N. College Avenue, Indianapolis, IN 46280 (the “Government Center”) which includes Doug Callahan Station No. 345 (“Station 345”); and

WHEREAS, the Township has informally provided Station 345 to the City of Carmel, Indiana (the “City”) for use by the Carmel Fire Department (the “Department”) without a formal lease; and

WHEREAS, the City desires to perform certain renovations to Station 345 (the “Building Renovations”) and the City and the Township believe that a formal lease would properly evidence the rights and responsibilities of the parties with respect to such Building Renovations; and

WHEREAS, the Township by and through its Board has approved or will approve a lease in the form attached hereto as **Exhibit A** incorporated herein (the “Lease”) and the City desires to approve the Lease in the form of **Exhibit A**; and

WHEREAS, Ind. Code §36-1-11-8 provides that a transfer or exchange of property may be made between governmental entities upon terms and conditions and for value as agreed upon by the entities as evidenced by adoption of a substantially identical resolution by each entity.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Public Works and Safety hereby adopts the following:

SECTION 1. The foregoing Recitals are incorporated herein by this reference.

SECTION 2. The Board of Public Works and Safety hereby approves the lease of Station 345 to the City for use by the Department on the terms contained in the Lease attached hereto as **Exhibit A** and the construction of the Building Renovations subject to the approval of the Township Trustee as provided in the Lease.

SECTION 3. This Resolution shall take effect immediately upon its passage.

[Signature page follows.]

SO RESOLVED this _____ day of _____, 2026.

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: _____

Resolution No. BPW xx-xx-25-xx

Page Two of Two

LEASE AGREEMENT

DOUGLAS CALLAHAN FIRE STATION NO. 345

between

**CLAY TOWNSHIP OF HAMILTON COUNTY, INDIANA
(AS LANDLORD)**

and

**CARMEL FIRE DEPARTMENT
(AS TENANT)**

Effective as of _____, 2026

Table of Contents

Recitals:		P.1
Article I	Leased Property	P.1
Article II	Term	P.2
Article III	Rent	P.3
Article IV	Use and Operation of Lease Premises	P.6
Article V	General Covenant Against Liens	P.7
Article VI	Maintenance, Alterations and Additions	P.8
Article VII	Insurance	P.9
Article VIII	Indemnification and Release	P.11
Article IX	Condemnation and Casualty	P.12
Article X	Department's Trade Fixtures and Equipment	P.13
Article XI	Subordination and Non-Disturbance	P.14
Article XII	Certificates	P.14
Article XIII	Surrender	P.15
Article XIV	Events of Default, Remedies	P.15
Article XV	Notices	P.17
Article XVI	Limitation Upon Liability	P.18
Article XVII	Miscellaneous Provisions	P.18

LEASE AGREEMENT

THIS LEASE AGREEMENT (“**Lease**”) is entered into by Clay Township of Hamilton County, Indiana (hereinafter referred to as “**Township**”) by and through its Township Trustee, and the Carmel Fire Department (hereinafter referred to as “**Department**”) by and through the City of Carmel Board of Public Works and Safety (the “**Board of Works**”) as the purchasing agency of the City of Carmel, Indiana (the “**City**”). The Department and the Township are each a “**Party**” and together the “**Parties.**”

WITNESSETH:

WHEREAS, the Township is the owner of the real estate, improvements and other facilities located at 10701 North College Avenue, Indianapolis, Indiana 46280 commonly known as the John W. Hensel Government Center (the “**Government Center**”) and Douglas Callahan Fire Station No. 345 (“**Station 345**”) as illustrated in **Exhibit A** attached hereto; and

WHEREAS, the Department has been granted the use of Station 345 by the Township since 1997 on an informal basis and the Parties have determined that written evidence of the utilization of Station 345 by the Department should be formalized by written agreement; and

WHEREAS, the Township desires to lease the Station to the City for use by the Department for the purposes stated herein and the City desires to lease the Station on the terms stated in this Lease; and

WHEREAS, Ind. Code §36-1-11-8 authorizes the transfer of property between governmental entities upon terms and conditions agreed upon by the entities, as evidenced by the adoption of a substantially identical resolution by each entity; and

WHEREAS, the Township Board and the Board of Works have each adopted, or will adopt, substantially identical resolutions agreeing upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of their mutual undertakings and covenants, the Township, the Department and the City agree as follows:

Article I

Leased Property and Station

The Township hereby leases to the Department Station 345 consisting of approximately 13,147 square feet under roof and the related exterior amenities related thereto as depicted in **Exhibit B** attached hereto and made a part hereof (collectively the “**Leased Premises**”). The Station and the Government Center structure consist of approximately 30,612 square feet under roof, together with

appurtenant equipment and mechanical structures, parking lot and landscaping improvements comprising approximately 2.09 acres of real estate more or less (all of such property and improvements other than the Leased Premises included in the term “**Government Center**”). The Lease of the Leased Premises to the Department also includes a non-exclusive license for the use of all exterior spaces, parking areas and pavement appurtenant to Station 345 and located on or adjacent to the Leased Premises.

Article II

Term, Possession and Holdover

2.01 Original and Extended Terms. The original term of this Lease (“**Original Term**”) shall begin on July 1, 2026 or the latest date of adoption of resolutions approving this Lease by the Board of Works and Township Board (the “**Effective Date**”) and shall end on June 30, 2036. The Original Term shall be automatically extended for successive one (1) year terms (each an “**Extended Term**”) unless either Party gives to the other Party notice of non-renewal no less than six (6) months prior to the renewal date. Possession of the Leased Premises has previously been delivered by the Township to the Department and has been accepted in “as is” condition except as otherwise specifically provided herein. In the event the Department remains in possession of the Leased Premises after the expiration of the Original Term or any Extended Term without an extension as provided herein and without the execution of a new Lease, it shall be deemed to be occupying the Leased Premises as a tenant from month-to-month subject to all other conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy. If the Department remains in possession of the Leased Premises after expiration or termination pursuant to this Section, the Department shall be required to vacate the Leased Premises upon the sixtieth (60th) day after the date of a written notice from the Township to so vacate.

2.02 Early Termination. The Parties may terminate this Lease at any time prior to the expiration of the Original Term or an Extended Term by written agreement.

Article III

Rent and Expenses

3.01 No Rental Payments. Consistent with the current use of Station 345 by the Department, there shall be no monthly or annual rental payments made to the Township.

3.02 Department Expenses. (a) It is the understanding and agreement of the Parties that this is a “net” lease obligation, whereby the Department shall bear its proportionate share of the costs and

expenses incurred by the Township to collectively operate and manage the Station and the Government Center and the Department hereby assumes and agrees to bear its proportionate share of the cost of such obligations with relation to Station 34 and the Government Center and the improvements thereon, and the appurtenances thereto, and the use, operation and maintenance thereof. In connection therewith, and without limiting in any way the Department's responsibility under this "net" lease, the Department shall pay its proportionate share of all utility costs, insurance costs, trash and recycling services, and all other reasonable, necessary and customary expenses incurred in occupying, operating and managing the Leased Premises and the Government Center. The parties agree that the Township shall be responsible for the provision of all of the foregoing listed services (hereafter "Management Services") throughout the Original Term and any Extended Term of this Lease unless otherwise agreed between the Parties. Its proportional share of all reasonable costs of whatsoever nature incurred by the Township to provide Management Services for the Government Center, (all hereafter "Management Costs"), shall be paid to the Township on a monthly basis as billed by the Township, excluding any costs or expenses that Department pays directly to the service providers. A typical billing of Management Costs shall be prepared monthly by the Township in the format attached hereto as **Exhibit C** and the proportionate amounts appearing in **Exhibit C** for such expenses (hereby designated as the Department's proportionate share) shall be paid by the Department in monthly installments as billed by the Township. At the end of each calendar year, the Township shall review all actual expenditures for Management Costs for the prior calendar year, and shall notify the Department in writing of the actual expenditures and any amounts necessary to be paid or refunded to properly cover all Management Costs as provided herein. Such amount shall be paid or refunded by the proper party no later than thirty (30) days after the submittal of the Township's report to the Department. At the Township's reasonable discretion, the annual budget may be revised during the Original Term or any Extended Term of this Lease, and the remaining monthly installments by the Department shall be revised accordingly.

3.03 **Department Payments.** Commencing on the Effective Date, the Department shall remit its proportionate share of Management Costs in monthly installments, due on or before the first day of each calendar month. If reimbursement is not received by the Township on the first day of any month during the term of this Lease, then a late charge of \$20.00 per day shall be due from the Department for each day that the reimbursement or any portion thereof is paid late unless waived by the Township.

3.04 **Review of Management Costs.** The Department shall have the opportunity, upon request, to receive and review receipts, documents and other evidence of all Management Costs incurred by the

Township and allocated to occupants of Station 345 and the Government Center pursuant to this Lease. The Department may, from time to time, request that the Township review any specific item of Management Costs to determine whether such cost is reasonable in light of current market circumstances. Nothing contained herein shall serve to reduce or require the reduction of any Management Cost incurred by the Township, but the parties hereto shall reasonably cooperate to maintain all Management Costs at reasonable market rates.

3.05 Limitation. The Township shall not be liable for and the Department shall not be entitled to any abatement or reduction of reimbursements by reason of the Township's failure to furnish any of the foregoing when such failure is caused by inclement weather, accidents, breakage, repairs, labor disturbances or labor disputes of any character, pandemic or by any other cause beyond the reasonable control of Township. Except in the case of Township's gross negligence or willful misconduct, the Township shall not be liable under any circumstances for loss of or injury to property, however occurring, through, in connection with, or incidental to the failure to furnish any of the foregoing..

3.06 Security Deposit. As the Department is a governmental entity, a security deposit is not required under this Lease.

Article IV

Use and Operation of Leased Premises

4.01 Use. The Department shall use the Leased Premises only for governmental purposes consistent with the Department's statutory authority and applicable governing instruments. It is understood and agreed that neither the City, the Department, any subordinate municipal entities, nor any sublessees or assignees shall be permitted to take any action or carry on any activity inconsistent with its statutory authority as an Indiana political subdivision.

4.02 Operations and General Conditions of Occupancy. The Department shall keep the Leased Premises and Station 345 in a clean, orderly and safe condition at all times. The Department shall conduct its own activities in a careful, safe and prudent manner. The Department shall not (1) commit or permit waste or damage to the Leased Premises or the Station; (2) improperly store any hazardous materials or otherwise permit or suffer any nuisance or hazardous or unsafe condition to occur or exist on the Leased Premises or the Station; (3) cause or permit any use of the Leased Premises or the Station which would constitute a violation of any ordinance, statute, regulation or order of any governmental authority. Notwithstanding the foregoing, the Parties recognize that the Department

operates a municipal fire department and may store and utilize equipment, fuels, chemicals, and other hazardous substances necessary for public safety and emergency operations, provided that all such materials are stored, handled, and maintained in compliance with applicable environmental laws, fire codes, and manufacturer safety standards

4.03 Reservation of Rights. The Township reserves the right to adopt and promulgate reasonable rules and regulations, applicable to the use and occupancy of the Leased Premises, the Station and the Government Center consistent with the express purposes set forth herein and from time to time to amend or supplement said rules and regulations. The Department agrees to abide by all such rules and regulations and to use its best efforts to cause its employees, guests and invitees to do the same.

4.04 Encumbrance of Leasehold. The City may not mortgage, pledge or otherwise encumber its interest in this Lease or any sublease of the Leased Premises.

4.05 Assignment and Sublease. The City may not assign this Lease or sublet the Leased Premises without the Township's prior written consent, which may be withheld at the sole discretion of the Township.

4.06 Continuing Obligations of the City. It is understood and agreed that any sublease or assignment entered into by the City with the Township's consent pursuant to this Article shall be subject to the provisions of this Lease, and that such sublease or assignment shall not effect or reduce the Department's obligations hereunder, which shall continue in full effect as the obligations of a principal and not as a guarantor or surety, to the same extent as though no assignment or sublease had been made.

4.07 Suspension of Services. The Township reserves the right to suspend service of the heating, elevators, plumbing, electrical, air conditioning or other mechanical systems in the Leased Premises and the Government Center, and the sweeping, snow removal and maintenance of the common areas when necessary, by reason of governmental regulations, civil commotion or riot, accident or emergency, pandemic or for any other reason beyond the reasonable power or control of the Township. The Township shall not in any way be liable or responsible to the Department for any loss or damage or expense which the Department may sustain or incur during the Original Term or any Extended Term because of conditions beyond the Township's reasonable control, the quantity or character of any utility service is changed or is no longer available or suitable for the Department's requirements. In the event of any such services suspension, the Township shall exercise due diligence and take all reasonable steps to restore the affected services as soon as practicable under the circumstances. The Department shall not

be entitled to a claim for constructive eviction or disturbance of right to possess the Leased Premises or an abatement of any amounts payable hereunder because of the suspension or inadequacy of the utility services, mechanical systems or services as provided herein.

Article V

General Covenant Against Liens

5.01 The Department covenants and agrees that it shall not permit any statement of intention to hold a mechanic's lien to be filed against the Leased Premises or any part thereof nor against any interest or estate therein by reason of labor, services or materials claimed to have been performed or furnished to or for the Department. Such covenant shall extend and be applicable to all sublessees and assignees of the Department. If because of any act or omission of the Department, its sublessees or assignees, such statement of intention to hold mechanic's lien or other lien, charge or order for the payment of money is filed, the Township at its option may compel the prosecution of an action for the foreclosure of such lien by the lienor. If any such statement of intention to hold mechanic's lien or other lien shall be filed and an action commenced to foreclose such lien, the Department, upon demand by the Township, shall cause the lien to be released by the filing of a written undertaking with a surety company approved by the Court and obtaining an order from the Court releasing the property from such lien. Nothing in this Lease shall be deemed or construed to constitute consent to or request any party for the performance of any labor or services or the furnishing of any materials for the improvement, alteration and repairing of the Leased Premises; nor as giving the Department the right or authority to contract for, authorized or permit the performance of any labor or services or the furnishings of any material that would permit the attaching of a valid mechanic's lien.

Article VI

Maintenance, Alterations and Additions

6.01 Routine Maintenance and Upkeep. The Department shall keep the Leased Premises in good order and condition and shall take all action necessary or appropriate to keep and maintain the Leased Premises in good order and condition including the painting and covering of interior and exterior surfaces and floors, exterior lawn and landscape maintenance, clearing of snow and ice from parking areas and drives and similar routine maintenance. Except for the Management Services provided for in this Lease, the Township shall not be liable for any labor, services or materials furnished or to be furnished to or by the Department, or to anyone holding the Leased Premises or any part thereof through or under the Department. The Department further agrees to repair any damage to the Leased Premises or

the Station caused by or in connection with the daily use of Station 345, including, but not limited to, the removal of any articles of personal property, business or trade fixtures, machinery, equipment, cabinetwork, furniture, moveable partition or permanent improvements or additions, including without limitation thereto, repairing the floor and patching and painting the walls where required by the Township to the Township's reasonable satisfaction, all at the Department's sole costs and expense. In the event the Department fails to maintain the Station or the Leased Premises in good order and condition, the Township shall give the Department notice to do such acts as are reasonably required to so maintain the Leased Premises. In the event the Department fails to promptly commence such work and diligently prosecute it to completion, then the Township shall have the right to do such acts and expend such funds at the expense of Department as are reasonably required to perform such work.

6.02 Alterations and Additions. If there is no continuing event of default, the Department may make additions or improvements to or alterations to the Leased Premises and Station 345, but only with the written consent of the Township Trustee. Each such addition, improvement, or alteration (i) must not, individually or in the aggregate, substantially lessen the fair market value of the Leased Premises or materially affect the Leased Premises' usefulness as set forth in Article IV hereof, (ii) shall be completed expeditiously in a good and workmanlike manner, and in compliance with all legal requirements and all insurance requirements, (iii) shall become part of the Leased Premises upon completion and shall be subject to this Lease. Such alterations and additions shall be subject to the general covenant against liens set forth in Article V hereof.

6.03 Ownership of Improvements. All improvements constructed and installed to the Leased Premises at any time by the Department, its assignees and sublessees, including plans, drawings, and related materials shall, unless otherwise provided by written agreement between the Township and Department, become the property of the Township and remain with the Leased Premises at the expiration or sooner termination of this Lease.

Article VII

Insurance

7.01 Township Insurance Coverage. The Township will maintain with insurers authorized to do business in the State of Indiana and which are well rated by any recognized national rating organization: (i) fire insurance and insurance with respect to risks from time to time included under the standard extended coverage endorsement, including vandalism and malicious mischief, in amounts sufficient to prevent the Township and the Department from becoming co-insurers of any loss, but in

any event not less than the then full insurable value of the Station and Government Center as determined from time to time (but not less often than once every two (2) years) by the insurer or insurers; and (ii) comprehensive general public liability insurance against claims for bodily injury, death or property damage arising out of the use or occupancy of the Government Center by the Township in a combined single limit of not less than \$1,000,000.

7.02 City Insurance Coverage. The City will maintain with insurers authorized to do business in the State of Indiana and which are well rated by any recognized national rating organization comprehensive general public liability insurance against any and all losses, claims, demands, or actions for injury to or death of any one or more person in any occurrence arising from Department's use and operation of the Leased Premises or the Station. Such insurance shall provide for broad form protection with combined single limit coverage of not less than \$1,000,000 and the total protection under the policies for damage to property may not be less than \$500,000.00. The Department shall furnish to the Township upon request Certificates of Insurance, evidencing the continuous and uninterrupted existence of the public liability insurance coverage required by this Section, and Department shall be responsible for all the costs thereof. The foregoing policies shall include the Township, its elected officials, employees and agents as additional insureds with primary coverage. The City shall deliver an ACORD certificate evidencing the foregoing coverage upon the Effective Date and annually thereafter.

7.03 Policy Terms and Conditions. All insurance policies that the City must maintain under this Article shall name it and the Township as the insured parties, as their respective interest may appear. The policies may be carried under blanket policies maintained by the City if they comply with the provisions of this Article. The fire policy may provide for the same deductible amounts, not to exceed \$25,000.00, that the City customarily provides for in its insurance for similar properties owned or leased by it. The policies shall provide for a reserved amount with respect to the Leased Premises so as to assure that the amount of insurance required by Section 7.01(i) will be available notwithstanding any losses with respect to other property covered by such blanket policies. All policies of insurance that the City must maintain under this Lease shall not contain a provision relieving the insurer thereunder of liability for any loss by reason of the existence of other insurance policies covering the Leased Premises against the perils involved, regardless of collectability.

7.04 Personal Property and Fixtures. The Township's policies as provided herein shall not cover, and Department shall remain responsible for, all of the Department's trade and business fixtures,

vehicles, equipment and personal property, and losses related thereto shall be the responsibility of the Department.

7.05 Insurance Certificate. The Township shall deliver to the Department upon request, ACORD certificates evidencing all insurance that the Township must maintain under this Lease, and, within thirty (30) days before any such insurance expires, other certificates evidencing its renewal.

7.06 Waiver of Subrogation. The Township and the Department each hereby waive any and all rights of recovery against the other or against the officers, employees, agents and representatives of the other, on account of loss or damage occasioned to such waiving party or its property or the property of others under its control to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of such loss or damage. The Department shall, upon obtaining the policies of insurance under this Lease, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease

Article VIII

Indemnification and Release

8.01 Indemnity by the Department. The Department shall indemnify and hold the Township harmless from, and defend the Township against any and all claims of liability for any injury or damage to any person or property whatsoever; (1) occurring in, on or about the Leased Premises or any part thereof; and (2) occurring in, or about, any facilities (including, without prejudice to the generality of the term "facilities", elevators, stairways, passageways, hallways, and parking areas), the use of which Department may have in conjunction with other tenants of the Government Center, when such injury or damage is caused in part or in whole by the act, neglect, fault or omission of any duty with respect to the same by the Department, its agents, contractors, employees or invitees. The Department shall further indemnify and hold the Township harmless from and against any and all claims arising from any breach or default in the performance of any obligation on the Department's part to be performed under the terms of this Lease, or arising from any act or negligence of the Department, or any of its agents, contractors, employees, from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. The Department's obligation to indemnify shall not include any matter for which the Township is effectively protected against by insurance. In case any action or proceeding is brought against the Township by reason of any such claim, the Department, upon notice from the Township, shall defend the same at the Department's expense by counsel reasonably satisfactory to the Township, provided, however that Department shall

not be liable for damage or injury occasioned by the negligence or intentional acts of the Township and its agents, employees or contractors unless covered by insurance the Department is required to provide.

8.02 Release. The Township and the Department do each hereby release the other from all liability for an accident, damage or injury caused to person or property, provided, this release shall be effective only to the extent that the injured or damaged party is insured against such injury or damage and only if this Lease shall not adversely affect the right of the injured or damaged party to recover under such insurance policy.

Article IX

Condemnation and Casualty

9.01 Notice. If there is any damage to or destruction of the Leased Premises or station 345, or if any proceedings or negotiations are instituted which do or may result in a governmental taking of all or any portion of the Leased Premises, each Party will promptly give notice thereof to the other, describing its nature and extent.

9.02 Condemnation. If the entire Government Center and Station 345, or such portion thereof as will make the remainder unsuitable for the use permitted by this Lease, is condemned by any legally constituted authority, or if a conveyance or other acquisition in lieu of such condemnation is made, then this Lease shall terminate as of the date possession is required by the condemnor. If a portion of the Leased Premises is condemned but the remainder is still suitable for the use permitted by this Lease, this Lease shall not terminate. Department hereby assigns to the Township any award or payment on account of any governmental taking by condemnation which is payable in connection with the Leased Premises. All amounts paid pursuant to an agreement with the condemning authority in connection with any taking shall be deemed to constitute an award on account of such taking. The Department agrees that this Lease shall control the rights of both parties in any such award, and any contrary provision of any present or future law is hereby waived.

9.03 Township's Duty to Restore Damaged Leased Premises. If the Leased Premises should be damaged by fire or other cause to such an extent that the cost of repair and restoration would be less than \$100,000.00, the Township will promptly commence and complete restoration of the Leased Premises.

9.04 Destruction. If the Leased Premises should be damaged or destroyed by fire or other cause to such an extent that the cost of repair and restoration would exceed \$100,000.00, then the Township shall, utilizing the proceeds of the insurance required to be carried under Section 7.01 hereof,

promptly repair and restore the Leased Premises to substantially the same condition it was in prior to the damage or destruction. The Township's duty to repair and restore the Leased Premises, however, shall be limited to the proceeds of the insurance required to be carried under Section 7.01 hereof. Notwithstanding anything to the contrary contained under this Lease Agreement, it is specifically acknowledged and understood by Department that the Township shall not, and does not hereby, assume any obligation to expend public funds for the repair or restoration of the Leased Premises.

9.05 Termination Events. This Lease shall terminate sixty (60) days after the occurrence of any of the following termination events: (a) restoration cannot be completed within 365 days after the occurrence; (b) the damage, destruction, or condemnation occurs during the last year of the initial term or during the last year of any extended term of this Lease and Department does not exercise its right to extend the term (under Article II hereof) then in effect within ten (10) business days after receipt of written notice of termination from the Township pursuant to this Section; or (c) within thirty (30) days after the date of the occurrence or condemnation, if the Department determines in good faith and notifies the Township that, as a result thereof, the Leased Premises is no longer suitable for the uses and purposes intended under Article IV hereof.

Article X

Department's Trade Fixtures and Equipment

10.01 All trade fixtures, signs, equipment, vehicles, furniture, or other personal property of whatever kind and nature kept or installed on the Leased Premises by the Department shall not become the property of the Township or a part of the real estate, no matter how affixed to the Leased Premises and may be removed by the Department at any time and from time to time during the entire term of this Lease. Upon request of the Department or its sublessees or assignees, the Township shall execute and deliver any consents or waiver forms submitted by any vendor, lessor or owner of any trade fixtures, signs, equipment, furniture or other personal property of any kind and description kept or installed on the Leased Premises setting forth that the Township waives, in favor of such vendor, lessor or owner, any superior lien, claim, interest or other right therein. The Township shall further acknowledge that property covered by the consent or waiver is personal property and is not to become a part of the real estate no matter how affixed thereto, and that such property may be removed from the Leased Premises by such vendor, lessor or owner at any time upon default in the terms of any financing arrangements, leases or other similar documents, free and clear of any claim or lien of the Township.

Article XI

Subordination and Non-Disturbance

11.01 This Lease and all rights of the Department hereunder are and shall be subject and subordinate to the lien of any and all mortgages, or consolidated mortgage or mortgages, which may now or hereafter affect the Leased Premises, or any part thereof, and to all renewals, modifications, consolidations, replacements, and extensions thereof, subject to the following conditions. Any mortgage placed upon the Leased Premises shall provide that so long as there is not outstanding a continuing event of default by the Department in any term, condition, covenant, or agreement of this Lease, the leasehold estate of the Department created hereby and the Department's peaceful and quiet possession of the property shall be undisturbed by any foreclosure of the mortgage.

Article XII

Certificates

12.01 Either Party shall, without charge, at any time within ten (10) days after the other's written request, from time to time, certify by written instrument duly executed and acknowledged to any actual or proposed mortgagee or purchaser, or any other person specified in the request, as to the following: (a) whether this Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment; (b) the validity and force and effect of this Lease, in accordance with its tenor as then constituted; (c) the existence of any default thereunder; (d) the existence of any offsets, counterclaims, or defenses thereby by the other party; (e) the commencement and expiration dates of the terms of this Lease; and (f) all other matters that may reasonably be so requested. Any such certificate may be relied upon by the party requesting it and any other person to whom it may be exhibited or delivered. The contents of the certificate shall be binding on the party executing it.

Article XIII

Surrender

13.01 Upon the expiration or earlier termination of this Lease, the Department shall surrender the Leased Premises to the Township in good order and condition, except for ordinary wear and tear, and the results of any damage, destruction, or condemnation covered by other provisions of this Lease. The Department shall remove from the Leased Premises on or prior to the expiration or earlier termination all of its property situated thereon and shall repair any damage caused by the removal. Any property not so removed after thirty (30) days after expiration or earlier termination of this Lease shall become the property of the Township.

Article XIV

Events of Default, Remedies

14.01 Default. Any of the following occurrences, conditions, or acts shall constitute an “Event of Default” under this Lease: (a) If the Department defaults when making payment when due of any expenses’ reimbursements as specified in Article III hereof, and the default continues for ten (10) days after the Township gives written notice to the Department specifying and demanding that it be cured; or (b) the Department defaults in the observance or performance of any other provision of this Lease, and the default continues for thirty (30) days after the Township has given written notice to the Department specifying the default and demanding that it be cured. However, if the default cannot be cured by the payment of money or cannot with due diligence be wholly cured within such thirty (30) day period, the Department may have any longer period that is necessary to cure the default, so long as the Department proceeds promptly to cure it within that period, prosecutes the cure to completion with due diligence, and advises the Township from time to time, upon the Township’s request, of the actions that the Department is taking and the progress being made. Notwithstanding any provision of this Article to the contrary, the Department shall not be deemed in default for withholding payment of any specific amount or reimbursement item that the Department disputes in good faith. To invoke this exception, the Department must timely pay all undisputed amounts and provide the Township with a written notice setting forth the specific basis for the dispute. The Parties shall thereafter work diligently and in good faith to promptly resolve the disputed amounts.

14.02 Remedies. If there is any Event of Default under this Lease, the Township may, at its option, in addition to any other remedy or right it has hereunder or by law:

(a) Maintain the Lease in full force and effect and recover the rent and other monetary charges as they become due without terminating the Department’s right to possession irrespective of whether the Department shall have abandoned the Premises. In the event Township elects not to terminate the Lease, Township shall have the right to attempt to re-let the Leased Premises at such rent and upon such conditions and for such a term, and to do all acts necessary to maintain or preserve the Leased Premises as the Township deems reasonable and necessary without being deemed to have elected to terminate the Lease, including removal of all persons and property from the Leased Premises. In the event any such re-letting occurs, this Lease shall terminate automatically upon the new tenant taking possession of the Leased Premises. Notwithstanding

that Township fails to elect to terminate the Lease initially, the Township at any time during the term of this Lease may elect to terminate this Lease by virtue of such previous default of the Department.

(b) Terminate the Lease at any time upon the date specified in a notice to the Department, in which case the Department shall immediately surrender possession of the Leased Premises to the Township. In such event the Township shall be entitled to recover from all damages incurred by Township by reason of the Department's default, including without limitation thereto, the following: (i) the worth at the time of award of any unpaid reimbursable expenses which have been earned at the time of such termination; plus (ii) any other amount necessary to compensate the Township for all the detriment proximately caused by the Department's failure to perform its obligations under this Lease or which in the ordinary course of events would be likely to result therefrom; plus (iii) at the Township's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable State law.

14.03 Recoverable Damages. In addition to any remedies available under subsections 14.02(a) and (b), the Township shall be entitled to recover from the Department, for any Event of Default, an amount equal to all reasonable attorneys' fees and litigation expense incurred by the Township in connection with obtaining possession of the Leased Premises or enforcing the terms of this Lease. In addition, the Department shall also pay damages for expenses incurred by the Township in connection with (i) removal and storage of the Department's or other sublessee's property; (ii) care, maintenance and repair of the Leased Premises while vacant; (iii) reletting the whole or any part of the Leased Premises; (iv) repairing, altering, renovating, partitioning, remodeling or otherwise putting the Leased Premises into conditions acceptable and reasonably necessary to obtain new lessees; and (v) making all repairs, alterations and improvements required to be made by the Department hereunder including performing all covenants of the Department relating to the condition of the Leased Premises. The Parties acknowledge and agree, however, that the Department's liability for the damages described in (i) through (v) herein, shall not exceed the sum of Seventy-Five Thousand Dollars (\$75,000.00).

14.04 Default by Township. The Township shall not be in default unless the Township fails to perform obligations required of the Township within a reasonable time, but in no event later than thirty (30) days after written notice by the Department to the Township specifying wherein the Township has failed to perform such obligations, provided, however, that if the nature of the Township's obligation is such that more than thirty (30) days are required for performance, then the Township shall not be in

default if the Township commences performance within said thirty (30) day period and thereafter diligently prosecutes the same to completion.

Article XV

Notices

15.01 All notices required or permitted to be given hereunder shall be in writing and delivered either in person or by certified or registered first class prepaid mail, return receipt requested, at the following addresses or such other addresses as any party may designate in writing delivered to the other party to this Lease:

If to the Township:

Clay Township Trustee
10701 North College Avenue
Suite B
Indianapolis, Indiana 46280-1089

With a copy to:

KROGER GARDIS & REGAS
Attention: Brian C. Bosma
111 Monument Circle, Suite 900
Indianapolis, Indiana 46204-5125
bcb@kgirlaw.com

If to the Department:

Carmel Fire Department
210 Veterans Way
Carmel, Indiana, 46032

With a copy to:

Office of Corporation Counsel
City of Carmel, Indiana
One Civic Square
Carmel, Indiana 46032

15.02 Any notice given in accordance with this Section shall be deemed to have been duly given or delivered on the date the same is personally delivered to the recipient or received by the recipient as evidenced by the return receipt.

Article XVI

Limitation Upon Liability

16.01 Neither this Lease, nor any of the acts of the Township or the Department hereunder, shall be deemed to create a joint venture, partnership or other arrangement by which one party might be deemed to be the agent of or vicariously liable for the acts of the other party, and each party hereby agrees to indemnify and hold harmless the other party from any loss, damage, or liability arising vicariously because of the acts of the first party.

Article XVII

Miscellaneous Provisions

17.01 Severability. If any provision of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall not be affected thereby.

17.02 Binding Effect. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective successors and assigns.

17.03 Quiet Enjoyment. If the Department shall perform all of its covenants, agreements and obligations under this Lease, the Department shall at all times during the term and any extensions thereof have the peaceable and quiet enjoyment of the Leased Premises without hindrance from the Township or any parties lawfully claiming under the Township.

17.04 Access. The Township reserves the right to enter the Leased Premises in any emergency at any time without notice to the Department. The Township reserves the right to enter the Leased Premises during regular business hours or at any other reasonable time, and to inspect the same, as reasonably deemed necessary by the Township. The Department hereby waives as against the Township any claim for damage for any injury or inconvenience to or interference with the Department's business, any loss of occupancy or quiet enjoyment of the Leased Premises and any other loss occasioned thereby.

17.05 Headings. The table of contents, articles, and section headings are for convenience and reference only and shall not be used to limit or otherwise affect the meaning of any provision of this Lease.

17.06 Counterparts. This Lease may be simultaneously executed in two (2) or more counterparts, each of which shall be deemed a fully enforceable original but all of which together shall constitute one in the same instrument.

17.07 Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of Indiana.

17.08 Modification and Amendments. No changes, additions, amendments or interlineations made to this Lease shall be binding unless made in a written document that is executed by the Township and Department.

17.09 Construction. All terms used in this Lease, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and by other gender, masculine, feminine or neuter, as the context or sense of this Lease or any section, subsection, or clause herein may require as if such terms had been fully and properly written in such number or gender.

17.10 Non-Waiver. No delay or failure by either party to exercise any right under this Lease, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

17.11 Entire Agreement. This Lease supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.

IN WITNESS WHEREOF, the Township and the Department have hereunto set their hands, by authorized signatures, in multiple originals, on the dates set forth below, with the Effective Date of this Lease being _____, 2026.

**CLAY TOWNSHIP OF HAMILTON
COUNTY, INDIANA**

BY: _____
Paul Hensel, Trustee

PASSED by the Board of Public Works and Safety of the City of Carmel, Indiana this ___ day of _____, 2026, by a vote of _____ ayes and _____ nays.

CITY OF CARMEL, INDIANA

By and through its Board of Public Works and
Safety ("Board")

By: _____
Laura Campbell, Presiding Officer
Date: _____

James Barlow, Member
Date: _____

Alan Potasnik, Member
Date: _____

This Instrument prepared by: Brian C. Bosma, Kroger Gardis & Regas, LLP, 111 Monument Circle, Suite 900, Indianapolis, IN 46204-5125.

EXHIBIT A

Legal Description of Government Center

Lots 159, 160, 161, 162, 163, 164, 165, 166 and 167 in Section 1, Township 17 North, Range 4 East in Hamilton County, Indiana.



7/9/2026, 1:48:36 PM

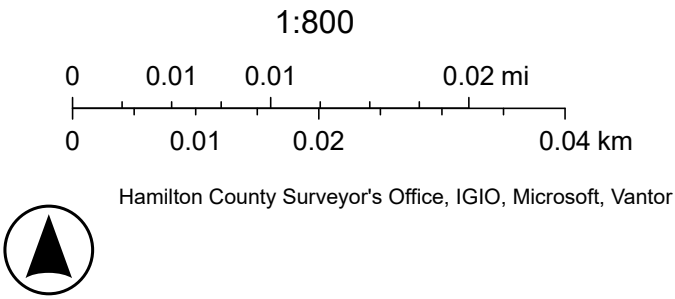


EXHIBIT C
Sample Allocation of Management Expenses

CLAY TOWNSHIP GOVERNMENT CENTER
Carmel, IN. 46280

June 2026 Expenses

	Date of Bill	BILL AMT.	% of Bill				Amount Due			
			Trustee	ESE Dept.	Fire	IT Dept.	Trustee	ESE Dept.	Fire	IT Dept.
Utilities:										
Duke Energy	6/2/2026	\$ 4,384.88	12.50%	3.50%	80.00%	4.00%	\$ 548.11	\$ 153.47	\$ 3,507.90	\$ 175.40
TriCo Reg. Sewer Utility	6/8/2026	\$ 116.87	12.50%	3.50%	80.00%	4.00%	\$ 14.61	\$ 4.09	\$ 93.50	\$ 4.67
Carmel Utilities	6/2/2026	\$ 354.38	12.50%	3.50%	80.00%	4.00%	\$ 44.30	\$ 12.40	\$ 283.50	\$ 14.18
CenterPoint Energy	6/16/2026	\$ 208.51	31.20%	8.60%	50.00%	10.20%	\$ 65.06	\$ 17.93	\$ 104.26	\$ 21.27
Kinder Morgan	6/24/2026	\$ 194.84	31.20%	8.60%	50.00%	10.20%	\$ 60.79	\$ 16.76	\$ 97.42	\$ 19.87
Total Utilities:		\$ 5,259.48					\$ 732.87	\$ 204.65	\$ 4,086.58	\$ 235.39
Maintenance and Repair:										
Cintas	6/15/26	\$ 497.28	62.30%	17.30%	0.00%	20.40%	\$ 309.81	\$ 86.03	\$ -	\$ 101.45
Ferguson	6/10/26	\$ 617.42	62.30%	17.30%	0.00%	20.40%	\$ 384.65	\$ 106.81	\$ -	\$ 125.95
Ferguson	6/12/26	\$ 5.83	62.30%	17.30%	0.00%	20.40%	\$ 3.63	\$ 1.01	\$ -	\$ 1.19
Custodian	6/30/26	\$ 2,775.00	62.30%	17.30%	0.00%	20.40%	\$ 1,728.83	\$ 480.08	\$ -	\$ 566.10
Hylant-Complex Insurance-Yearly			31.20%	8.60%	50.00%	10.20%	\$ -	\$ -	\$ -	\$ -
Security Officer	6/30/26	\$ 13,090.00	62.30%	17.30%	0.00%	20.40%	\$ 8,155.07	\$ 2,264.57	\$ -	\$ 2,670.36
WM Trash Service	6/8/26	\$ 310.00	12.50%	3.50%	80.00%	4.00%	\$ 38.75	\$ 10.85	\$ 248.00	\$ 12.40
WM Trash Service Sta 45 recycle bins	6/8/26	\$ 21.29			100.00%				\$ 21.29	
Menards	6/15/26	\$ 42.94	62.30%	17.30%	0.00%	20.40%	\$ 26.75	\$ 7.43	\$ -	\$ 8.76
Irish Mechanical	6/3/26	\$ 757.00	62.30%	17.30%	0.00%	20.40%	\$ 471.61	\$ 130.96	\$ -	\$ 154.43
Irish Mechanical	6/24/26	\$ 1,933.00	62.30%	17.30%	0.00%	20.40%	\$ 1,204.26	\$ 334.41	\$ -	\$ 394.33
Total Maintenance/Repair:		\$ 20,049.76					\$ 12,323.36	\$ 3,422.15	\$ 269.29	\$ 4,034.97
Monthly Lease:										
Carmel IT Department Lease	6/1/2026	\$ 5,500.00				100.00%				\$ 5,500.00
ESE Parks Department Lease	6/1/2026	\$ 5,000.00		100.00%				\$ 5,000.00		

Message Area:

WM Trash - \$310 is the new negotiated amount for the 4 yard dumpster for the complex. The 2 - 96 gallon recycle bins are \$21.29 a month and will be 100% covered by Fire Station 45.

Y-T-D TOTALS

Month	Total Amount	Trustee	ESE Dept.	Fire	IT Dept.
January	32,315.49	10,888.21	8,024.12	4,342.42	9,060.74
February	61,009.25	20,149.63	10,578.02	18,192.64	12,088.96
March	33,552.39	11,635.00	8,231.18	4,380.79	9,305.42
April	35,597.67	11,693.30	8,248.00	4,332.11	9,324.18
May	31,225.16	9,992.09	7,775.76	4,690.58	8,766.75
June	35,809.24	13,056.23	8,626.80	4,355.87	9,770.36
Y-T-D TOTALS	229,509.20	77,414.46	51,483.88	40,294.41	58,316.41

Please remit payment to: Clay Township Trustee; 10701 N. College, Suite B. Carmel, IN. 46280 Phone: 317-846-2773

RESOLUTION NO. BPW 07-15-26-01

**A RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY
AMENDING THE CITY OF CARMEL SPECIAL EVENT/FACILITY USE POLICY**

WHEREAS, the City of Carmel, Indiana (“City”), has a central purpose of preserving and protecting the health, safety and welfare of the general public; and,

WHEREAS, the City, pursuant to Indiana Code 36-8-2-9, has the power to regulate public gatherings, such as shows, demonstrations, fairs, conventions, sporting events and exhibitions; and

WHEREAS, the City’s Board of Public Works and Safety (the “Board”), pursuant to Indiana Code 36-9-6, has the duty to supervise and maintain the City’s property, public streets and public grounds; and,

WHEREAS, the Board exercises this power by requiring the organizers of events taking place on City property, streets, or grounds to obtain the approval of the Board prior to holding an event; and

WHEREAS, the City is committed to, and endeavors to effectuate, the robust protections of the First Amendment of the United States Constitution; and

WHEREAS, the Board finds it is in the public interest to now amend its Special Event/Facility Use Policy.

NOW, THEREFORE, BE IT RESOLVED by the City of Carmel Board of Public Works and Safety, that:

Section 1. The foregoing Recitals are incorporated herein by this reference.

Section 2. The amended City of Carmel Special Event/Facility Use Policy, attached hereto as Exhibit A and incorporated herein by this reference, is hereby adopted. All prior versions of the City’s Special Event/Facility Use Policy are hereby repealed.

Section 3. Funds received for the \$100 refundable deposit shall be deposited into General Fund (#101) Line Item 360010 – Miscellaneous Revenue. Funds received for the non-refundable \$150 fee shall be deposited into the Non-Reverting Events and Festivals Fund (Fund #923).

Section 4. This Resolution shall be effective upon its passage.

SO RESOLVED this _____ day of _____, 2024.

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: _____

CITY OF CARMEL

SPECIAL EVENT/FACILITY USE POLICY

Individuals, businesses, and organizations may request, through the City of Carmel's ("City") Board of Public Works and Safety ("Board"), to use certain City facilities or property, collectively referred to in this policy as "City facilities" or "City property," including but not limited to the Civic Square Fountain Area, Civic Square Gazebo and Lawn, Japanese Garden, Midtown Plaza, Monon & Main Plaza, Reflecting Pool (excluding the area known as Veterans Memorial Freedom Circle and Plaza), Sophia Square, and City Hall Caucus Rooms and City Council Chambers, to host special programs/events.¹ Individuals, businesses, and organizations also may request street closings. All approved programs/events and street closings must adhere to this Special Event/Facility Use Policy.

Requests for use of City facilities or property generally are reviewed and granted on a first-come, first-served basis, subject to the exceptions discussed below. In accepting and reviewing requests, the City is committed to, and endeavors to effectuate, the robust protections of the First Amendment of the United States Constitution. Thus, so long as the expressions sought to be advanced with a requested use of City facilities or property are within the bounds of the First Amendment's protections, the City remains committed to community members' right, with very few exceptions, to be free from government abridgement of speech and expressive conduct, and will review requests consistently with that commitment.

SPECIAL EVENT/FACILITY USE REQUEST PROCEDURES

- A. REQUEST AND SUBMITTAL DEADLINE:** Any individual, business, organization, or other entity seeking to request ("Requestor") a street closing, use City facilities or property (other than City Hall Caucus Rooms or City Council Chambers) at a time it is otherwise closed to the public, or host a special program or event on or at City facilities or property that is reasonably expected or desired to result in a gathering of at least fifty persons, shall complete and submit the online Special Event/Facility Use Request Form and Acknowledgement Agreement and attach any additional documents (if applicable) as described below. For any request to use the City Hall Caucus Room(s) or Council Chambers, regardless of the expected size of the gathering, Requestor shall complete the City Hall Caucus Room or Council Chambers Request Form and Acknowledgement Agreement and attach any additional documents (if applicable) as described below. All request submission requirements for street closing and/or use of City facilities are referred to in this policy as the "Event Form."

The Event Form must be submitted **a minimum of 60 days prior to the planned date of the event or activity**. Approval of the request must be granted by the Board, which meets on the first and third Wednesday of each month. The Board will not generally consider any Event Form which does not meet the 60-day submittal deadline. However, the Board recognizes that under certain circumstances, such as responses to current events, a timely submitted Event Form is not practicable. Accordingly, the Board will excuse untimeliness of an Event Form where the Requestor has demonstrated that the Event Form could not have been requested sooner despite the Requestor's reasonable diligence and efforts to comply with this deadline, and the

¹ Veterans Memorial Freedom Circle and Plaza is not available for use, as it is considered a solemn memorial honoring living and deceased American Veterans.

purposes of the timeliness requirement-including an ability for the City to prepare the resources necessary to safely and reasonably sustain the event-are not unreasonably impeded. Requestors will receive notices by email regarding a submitted Event Form.

B. SECURITY DEPOSITS AND EVENT FEES:

Individual, business, or organization **located or residing inside of the City's corporate limits:**

- A refundable Security Deposit in the amount of \$100 is due upon submission of the Event Form.
- The security deposit will be refunded to the extent it is not used to pay for the cost of repairing any damage or clean-up associated with the use of the Facility.

Individual, business, or organization **located or residing outside of the City's corporate:**

- A non-refundable event fee in the amount of \$150 is due upon submission of the Event Form.

The event fee applies only when reserving a City facility or property. All Requestors remain liable for the cost of repairing any damage or clean-up associated with the use of the City facility or property that exceeds the amount of the security deposit or fee. Final determination of damages shall be made by the City's Facilities Manager or his/her designee.

Requests will not be processed until security deposit and/or event fee payments have been received. Payment may be made online using a credit or debit card by [clicking here](#) and entering Pay Location Code (PLC number) A0026j or by calling 1-888-604-7888 (give them PLC#).

A Requestor may check available dates prior to completing the Event Form and making payment by calling City Hall at 317-571-2400.

GENERAL TERMS AND CONDITIONS

- A. PRIORITY OF APPROVAL:** Use of a City facility for a **City-sponsored function shall take priority** over its use for all other purposes, regardless of any prior approval. In addition, an annual or ongoing event shall be given preference over a one-time event. Otherwise, all requests will be granted on a first-come, first-served basis. Event Forms may be submitted to the Board up to twelve (12) months in advance of the activity or event date.
- B. CONFORMITY OF PURPOSE:** The requested use of a City facility must conform to the design and intended function of the facility.
- C. COMPLIANCE TO APPLICABLE LAWS:** The requested use of the City facility shall, at all times, comply with all applicable federal, state, and local laws and regulations and must not be injurious to the public health, safety, or general welfare. By submitting an Event Form, the Requestor **expressly agrees** that the proposed event will not include engagement in expressive speech or activity that:
- (i) Tends to incite immediate breach of the peace;
 - (ii) Constitutes serious expression of an intent to commit an act of unlawful violence towards a particular individual or group;
 - (iii) Is obscene or constitutes public indecency under state law, IC§ 35-45-4-1;
 - (iv) Exposes minors involuntarily or without the consent of the minor's parent or guardian to any conduct or activity that is sexually explicit because the average person, applying

contemporary adult community standards, would find, with respect to minors, the conduct or activity is designed to appeal or pander to the prurient interest, depicts or represents, in a manner patently offensive with respect to minors, an actual or simulated sexual act, sexual contact, lewd exhibition of genitalia, and/or sexual conduct as defined in I.C. § 35-49-1-9, and, taken as a whole, lacks serious literary, artistic, political or scientific value for minors; and/or

- (v) Violates the federal, state, and/or local laws and regulations, including Carmel City Code § 6-78 Public Nuisances Offending Morals and Decency.

D. ADMISSION FEES: Requestor shall not charge an admission fee for an activity or event without prior Board approval. Voluntary donations may be solicited.

E. USE OF POLICE OR FIRE EMERGENCY MEDICAL SERVICES (EMS): Events requiring the use of either Police and/or Fire Emergency Medical Services (EMS) must be coordinated by the Requestor via email with the Carmel Police Department Special Events Coordinator and/or the Carmel Fire Department Planning Division. A copy of this communication must accompany the Event Form for the Board's approval process. This process will allow off-duty Carmel police or fire personnel to be hired for the event. Extra fees apply for Police or EMS services and are coordinated directly with the appropriate agency.

Carmel Police Department
Three Civic Square
Carmel, IN
(317) 571-2500

CPDSpecialEvents@carmel.in.gov

Carmel Fire Department
Two Civic Square
Carmel, IN
(317) 571-2600

CFDInfo@carmel.in.gov

F. NOTIFICATION OF AFFECTED PARTIES: If street closure is required, the Requestor is responsible for notifying all residential units, and/or business entities in the area, or along the event route prior to approval. Proof of notification must be submitted with the Event Form. Examples include an approval letter or email from the affected Homeowners' Association, a copy of an email to residents and/or businesses in the area, copies of flyers or signs, etc.

G. CLEAN UP/TRASH: Requestor shall immediately clean the City facility/property at the conclusion of the event or activity, deposit all trash into trash containers, and restore the facility/property to its original condition. Signs, banners, tables, chairs, or other equipment must be removed at the end of the event. Clean-up is the sole responsibility of the Requestor.

For large events, a trash trailer may be requested from the Carmel Street Department (see contact information under Street Barricades section). A \$150 fee may be applied.

H. TABLES, CHAIRS, ETC.: The City does not provide any supplies or equipment for non-City events.

I. STREET BARRICADES/CONES are required to block or redirect traffic during street closures and may vary in size or style depending on the location and size of the event. Requestor acknowledges

responsibility for obtaining these barricades/cones. To schedule pickup (delivery when possible) contact the Street Department a **minimum of one (1) week in advance.**

Carmel Street Department
3400 W. 131st St.
Carmel, IN 46032
(317) 733-2001
Street@carmel.in.gov

- J. **NO PARKING SIGNS** are required whenever a street closure occurs in an area where public parking is allowed. Requestor acknowledges responsibility for obtaining these signs directly from the Carmel Police Department **at least one (1) week in advance** of the event. Requestor is responsible for posting no parking signs.

Carmel Police Department
Three Civic Square
Carmel, IN 46032
(317) 571-2500
CPDSpecialEvents@carmel.in.gov

- K. **DETOUR/TRAFFIC REDIRECTION SIGNS** are required during street closures that involve multiple streets or blocks to help direct motorists. Requestor acknowledges responsibility for obtaining these signs directly from the Carmel Street Department **at least three (3) days in advance** of the event. City Engineering also may need to approve detour/redirection signs.

Carmel Street Department
3400 W. 131st St.
Carmel, IN 46032
(317) 733-2001
Street@carmel.in.gov

Carmel Engineering Department
One Civic Square
Carmel, IN 46032
317-571-2441

- L. **ROUTE MAPS, SIGNAGE, AND MARKINGS:** Events such as walks, runs, bicycle rides, parades, and block parties must include an easy-to-read, color map of the area/route to be used. The route must be submitted with the Event Form and be approved through City Engineering. If construction does not allow for the proposed route, a new route must be established **at least two (2) weeks in advance** of the event.

Requestor acknowledges responsibility for placing route signage. Route signage may be placed **no earlier than 48 hours prior** to the start of the event and must be **removed before the start of business the following day.** Signs cannot be co-located on existing street, directional, or informational signs. Requests for use of street paint must receive special approval from and adhere to all guidelines set by the Carmel Street Department.

Carmel Street Department
3400 W. 131st St.
Carmel, IN
(317) 733-2001
Street@carmel.in.gov

M. TENTS: Tents larger than 10 x 10 ft. require a permit from the Carmel Building & Code Services. Tents should be anchored by weights only. Stakes or rods of any kind are strictly prohibited to be placed in the grounds of any City facility. Tents larger than 199 sq. ft. are subject to inspection by the Carmel Fire Marshal.

(i) **Midtown Plaza tents:** To cover the entire green space at Midtown Plaza, the exclusive vendor is A Classic Party Rental, 317-251-7368. Smaller tents may be provided by other vendors or the event organizer.

For tent permits, contact:

Carmel Building & Code Services
One Civic Square
Carmel, IN
(317) 571-2444

N. OUTDOOR STAGES: The State of Indiana has regulations regarding the use of outdoor stages. Please refer to <https://www.in.gov/dhs/files/0319-Spec-Requirements.pdf>. All requests containing outdoor stage equipment are subject to these regulations. Stages may require inspection by Carmel Fire Department.

O. MUSIC: Music or other noise that is unreasonable because it disturbs, injures, or endangers the health or welfare of another or of the community or that unreasonably interferes with the use and enjoyment of City facilities or property is prohibited.

P. EQUIPMENT/SUPPLIES: The City does not provide any equipment or supplies for events, other than specific items mentioned in this policy.

Q. VENDORS: If vendors will be included in the event or activity, the Requestor must submit a list identifying definite or possible vendors with the Event Form. We understand not all vendors may be confirmed at the time of request. The number of vendors allowed at an event or activity will be guided by safety and public health considerations, including the available space at the City facility/property being used and parking and traffic considerations.

Mobile food vendors need to provide a copy of their license/permit from the Hamilton County Health Department. Vendors may set up/tear down only during the event times stated on the Event Form.

Hamilton County Health Department
18030 Foundation Drive
Suite A
Noblesville, IN
(317) 776-8500

R. TOBACCO AND ALCOHOL: Smoking is strictly prohibited in all City facilities/property. Alcohol is prohibited in City Hall Caucus Rooms and Council Chambers. With respect to events at other City facilities/property, if alcohol will be served, all applicable licensing and permitting laws must be

followed, including but not limited to, the requirement for a licensed bartender, and the approval of a temporary alcohol permit by the Hamilton County Sheriff or the Carmel Police Department Chief. The permit request can be found here: <https://www.in.gov/atc/alcohol-permit-resources/alcohol-permit-information/>.

Send the application to the address below. Following that approval, obtain final approval from the Sheriff of Hamilton County or Chief of Police of the Carmel Police Department.

Contact Indiana Excise for any questions or clarifications regarding licensing and permitting requirements.

Indiana Excise - District 3
279 W. 300 North
Crawfordsville, IN 47933
765-362-8815

Carmel Police Department
Three Civic Square
Carmel, IN 46032
317-571-2500
CPDSpecialEvents@carmel.in.gov

Hamilton County Sheriff
18100 Cumberland Road
Noblesville, IN
(317) 773-1872

- S. LOCATION OF VEHICLES:** Vehicles may not be parked or driven on the grass or sidewalks around any City facility. Vehicles loading or unloading must remain on a street or other paved area. See General Terms and Conditions, Section AA, below, for additional compliance requirements.
- T. NO STAKES OR RODS IN GROUND ALLOWED:** Items requiring anchoring must be weighted. Stakes or rods of any kind should not be put into the ground, as they are strictly prohibited on the grounds of any City facility/property. Restriction of these devices is required to avoid damage to underground wiring and irrigation systems.
- U. USE OF NAILS, TACKS, ETC.:** Requestor shall not use nails, tacks, or any similar devices to attach anything to any surface of a City facility, building, structure, or other City property.
- V. USE OF MARKING SUBSTANCES:** Requestor shall not use, or permit any other person to use, chalk, paint, or other substance intended to mark, color, or alter any City-owned property, including streets, sidewalks, buildings, and public rights-of-way.
- W. USE OF PUBLIC FIREWORKS:** The City has policies and ordinances related to fire safety and public fireworks displays. Please refer to City Ordinance D-1968-09, <https://www.carmel.in.gov/government/departments-services/fire/safety-resources/fireworks-rules-and-fire-safety-in-carmel>. Any proposed use of fireworks on City property or at a City facility must be disclosed in the Event Form and comply with all applicable City and State policies and laws.

Fireworks are subject to the City's noise ordinance, please refer to https://codelibrary.amlegal.com/codes/carmel/latest/carmel_in/0-0-0-4337#JD_6-158, and are not allowed except for the following days and times:

- (i) Between the hours of 5 p.m. and midnight on June 29, June 30, July 1, July 2, July 3, July 5,

- July 6, July 7, July 8, and July 9;
- (ii) Between the hours of 10 a.m. and midnight on July 4;
 - (iii) Between the hours of 10 a.m. on December 31 and 1 a.m. on January 1; and
 - (iv) Between the hours of 5:00 p.m. and 11:00 p.m. on the day of Diwali.

Commercial fireworks companies must contact the State Fire Marshal for a display permit.
<https://www.in.gov/dhs/fire-and-building-safety/>. For questions, contact:

Carmel Fire Marshal
 210 Veterans Way
 Carmel, IN 46032
 (317) 571-2600
CFDInfo@carmel.in.gov

Approval is also required by the Indiana Department of Homeland Security:
<https://www.in.gov/dhs/fire-and-building-safety/code-enforcement/fireworks-information/>
 (317) 232-2391

- X. ELECTRICAL POWER** is available in select locations. Requestor acknowledges responsibility for identifying the full scope of electrical needs for the event, including obtaining a complete list of power needs from bands, vendors, point-of-sale systems, etc., providing his/her own generator(s) as needed, and contacting the Carmel Street Department **at least one (1) week in advance** of the event to ascertain where power is available and arrange to have it turned on for the event. If electricity is needed, please request more information about your event location.

Carmel Street Department
 3400 W. 131st St.
 Carmel, IN
 (317) 733-2001
Street@carmel.in.gov

- Y. CERTIFICATE OF INSURANCE (COI):** Requestors are required to carry general liability insurance in the amount of \$1 million per occurrence, \$2 million aggregate. Requestor shall add the City of Carmel as an additional insured and provide the Board with a COI. The Board may increase the required amount if reasonably deemed necessary based on the size of the event and the nature of the facilities involved, including, for example, the expected attendee volume, vendors or other third parties expected to be included, whether alcohol or fireworks will be included, etc. The COI is due to the Board **no later than ten (10) days prior** to the event or activity.

At the discretion of the Board, insurance requirements may be waived for small gatherings or ceremonies that do not involve more than 50 people, are limited to passive participation by the public, and require no City support.

- (i) In addition, if Requestor hires off-duty city employees (police, fire, EMS, or others), Requestor must show proof to the Carmel Police Department and/or Carmel Fire Department of Workman's Compensation Insurance to cover off-duty city employees.

- Z. NON-DISCRIMINATION:** Requestor shall comply with all laws that prohibit discrimination against any employee, Requestor for employment or sub-contractor (including vendors) in the performance of any duty associated with the activity or event, with respect to hire, tenure, terms, conditions, privileges of employment, and/or any matter directly or indirectly related to employment or subcontracting, because of race, religion, color, sex, disability, national origin,

ancestry, age, disabled veteran status, or Vietnam era veteran status. The City reserves the right to collect a penalty as provided in IC§ 5-16-6-1 for any person so discriminated against.

AA. AMERICANS WITH DISABILITIES ACT (ADA): At all times, City-owned property or facility must be used in accordance with all applicable federal, state, and local laws and regulations. Requestor acknowledges and agrees to adhere to all ADA requirements related to accessibility, including but not limited to streets, sidewalks, public restrooms, and public accommodations. Requestor further agrees to keep sidewalks clear at all times. To follow ADA rules, six feet of space is required on all sidewalks.

BB. RIGHT OF REFUSAL OR REVOCATION: The Board reserves the right to deny or revoke any request to use City facility or property, for any of the following reasons:

- (i) The proposed activity will substantially or unnecessarily interfere with traffic in the affected area;
- (ii) A sufficient number of peace officers to police and protect participants are not available;
- (iii) The concentration of persons, animals, vehicles, or things at the assembly and/or along the route will prevent proper fire and police protection and ambulance service;
- (iv) The Requestor has on prior occasions made material misrepresentations regarding the nature or scope of any event or activity previously reviewed by the Board;
- (v) The Event Form (including any required attachments and submissions) is not fully completed and executed;
- (vi) The Requestor has not tendered all required submission materials, including but not limited to any request fee, insurance certificate, or security deposit;
- (vii) The Requestor has damaged City property on a previous occasion and has not paid in full for such damage, or has other outstanding and unpaid debts to the City;
- (viii) The request evidences a risk of injury or damage to the City's resources;
- (ix) The Requestor fails to timely submit the Event Form in accordance with the requirements set forth in this Policy;
- (x) The proposed activity will interfere with activities for which the City has granted a lease or license;
- (xi) The proposed activity poses a risk of unreasonable danger to the health or safety of the public;
- (xii) The Requestor fails to obtain or demonstrates an intent to fail to obtain the liability insurance required by Section Y of this policy; or
- (xiii) The Requestor or the Event Form indicates that the proposed event will include, or the event in fact includes, expressive speech or activity that:
 - (1) Tends to incite immediate breach of the peace;
 - (2) Constitutes serious expression of an intent to commit an act of unlawful violence towards a particular individual or group;
 - (3) Is obscene or constitutes public indecency under state law, IC§ 35-45-4-1;
 - (4) Exposes minors involuntarily or without the consent of the minor's parent or guardian to any conduct or activity that is sexually explicit because the average person, applying contemporary adult community standards, would find, with respect to minors, the conduct or activity is designed to appeal or pander to the prurient interest, depicts or represents, in a manner patently offensive with respect

- to minors, an actual or simulated sexual act, sexual contact, lewd exhibition of genitalia, and/or sexual conduct as defined in I.C. § 35-49-1-9, and, taken as a whole, lacks serious literary, artistic, political or scientific value for minors; and/or
- (5) Violates the federal, state, and/or local laws and regulations, including Carmel City Code§ 6-78 Public Nuisances Offending Morals and Decency.²

CC. EVENT COORDINATION/CITY STAFF ONSITE: The City does not provide any event planning or coordination services. Requestor is responsible for planning and executing the event. City staff are not available to be on site during the event.

DD. INDEMNIFICATION AND HOLD HARMLESS: Requestor agrees to indemnify, defend, and hold harmless the City of Carmel, Indiana and its officers, officials, agents, employees, and representatives from and against all claims, causes of action, demands, and suits of whatever type, including, but not limited to, all damages, costs, attorney fees, and other expenses, caused by any act or omission of Requestor and/or of any of Requestor's agents, officers, employees, contractors, subcontractors, or representatives arising out of and/or in connection with organization of or participation in the requested event or activity. Requestor also agrees to hold the City, the Board, and their respective officers, officials, employees, agents, and representatives harmless from any damages, costs, or expenses, including attorney fees, that Requestor may incur as a direct or indirect result of any Board action.

DD. ADDITIONAL RULES APPLICABLE TO MIDTOWN PLAZA: All events in Midtown Plaza must be free and open to the public. Midtown Plaza may not be closed for private events. No skateboards may be used on the wooden furnishings in Midtown Plaza. No motorized vehicles may be used in Midtown Plaza. Red spinning chairs must remain off of the turf in Midtown Plaza. All food trays must be returned to Sun King at the conclusion of the event/gathering.

EE. ADDITIONAL RULES AND INFORMATION APPLICABLE TO USE OF CITY HALL CAUCUS ROOM(S) AND COUNCIL CHAMBERS: (Per General Terms and Conditions, Section CC, City staff are not available to be on site during the event or to assist with event set-up or tear-down.)

CAUCUS ROOM(S)

- The large (2/3) size room is set up boardroom style with six 5-foot tables and 30 chairs. Additional chairs are along the perimeter of the room.
- The small (1/3) size room has four 5-foot tables and 10 chairs.
- Rooms may be used singly or combined.
- A Smartboard is available; however, no computer is included. Requestor will need to provide computer.
- There are no microphones in the Caucus room.
- Requestor provides extension cords, if needed.
- A podium and a whiteboard are in the room.
- Nothing may be adhered to the wall or any surface in the room.

See, e.g., *Thomas v. Chicago Park Dist.*, 227 F.3d 921 (7th Cir. 2000), *Marcavage v. City of Chicago*, 659 F.3d 626 (7th Cir. 2011), *MacDonald v. City of Chicago*, 243 F.3d 1021 (7th Cir. 2001); *Purtell v. Mason*, 527 F. 3d 615 (7th Cir. 2008); *U.S. v. Parr*, 545 F.3d 491 (7th Cir. 2008); *Miller v. Cal.*, 413 U.S. 15 (1973).

- There is an 8.5-foot counter with a sink.

COUNCIL CHAMBERS

- The seating capacity is 112 in the theater chairs.
- The dais has 13 seats, each with a microphone. There is a presenter's podium.
- There are two tables, each with a chair, in the front of the room.
- A podium for the center of the room is available but must be requested. Otherwise, there are two side podiums.
- Extra tables may be placed around the perimeter of the room or in the hall outside the doors.

Questions regarding the City's Special Event/Facility Use Policy should be directed to (317) 571-2400.



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) Salt Dining LLC	Permittee number RR29-42724	
Doing business as (d/b/a) Salt	Permit expiration date (mm/dd/yyyy) 06-13-2026 Ext 09-11-2026	
Permit address (number and street, city, state, and ZIP code) 11 W City Center Drive, Suite 101, Carmel, IN 46032		
Name of person making application John M Bales II	Telephone number 317-590-6333	E-mail address jbales@htvcompanies.com
Has the DORA already been approved by the ATC? ☒ Yes ☐ No		DORA Reference Number (approved DORAs only) DA2900044

SECTION 2: TEMPORARY VENDORS, SUPPLEMENTAL CATERERS & CRAFT MANUFACTURERS

Please select one: ☐ Temporary beer and wine permit ☐ Supplemental catering permit ☐ 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)

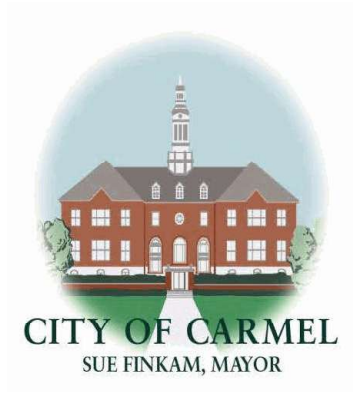
SECTION 3: LOCAL JURISDICTION APPROVAL

Printed name of city or town official	Date (mm/dd/yyyy)
Signature	Title

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 John M Bales II	Date (mm/dd/yyyy) 7/6/2026
Signature 	Title Member

AC261ED06B50472...



6/25/2026

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

Re: Consent to Encroach (deck with covered roof and exterior stairs) at 2654 Millgate Ct

Dear Board Members:

A Consent to Encroach document signed by Cramer, Matthew & Erica h&w, owners of the property with the common address 2654 Millgate Ct , 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 07/15/2026 BPW meeting.

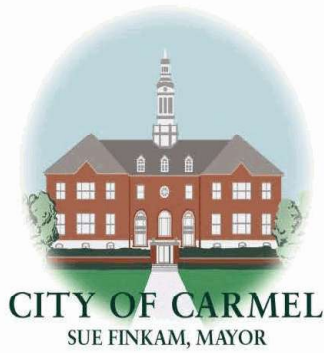
The Department of Engineering has reviewed and approved the encroachment document. Upon approval and signature by the Board Members the document will be recorded with the Hamilton County Recorder's Office.

Sincerely,

A handwritten signature in black ink, appearing to read "Bradley Pease", written in a cursive style.

Bradley Pease, PE
City Engineer

ATTACHMENT: CONSENT TO ENCROACH DOCUMENT



6/25/2026

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

Re: Request for Variance (deck with covered roof and exterior stairs) at 2654 Millgate Ct

Dear Board Members:

Cramer, Matthew & Erica h&w, owner of the property with the common address 2654 Millgate Ct, have requested a variance from the Carmel City Code Section 6-227(a)(4) for the installation of a deck with covered roof and exterior stairs 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

THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Cramer, Matthew & Erica h&w, 2654 Millgate Ct, 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 18 ("Lot") in YORKTOWN WOODS, section , which is located within the corporate limits of the City of Carmel, Indiana ("Subdivision"), which real estate is more particularly described in Exhibit A, attached hereto and incorporated herein by the reference; and

WHEREAS, the official plat of the Subdivision was recorded in PC 4 SLIDE 48, Instrument Number 2006-17282 in the Office of the Hamilton County Recorder on 03/30/2006, as YORKTOWN WOODS, section (the "Plat"); and

WHEREAS, the current Owner wishes to install a deck with covered roof and exterior stairs 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 10-foot drainage and utility easement , identified as "10' D.&U.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

Matthew Cramer
Printed Name
[Signature]
Signature
Date: 6/25/26

PROPERTY OWNER

Erica Cramer
Printed Name
[Signature]
Signature
Date: 6/25/26

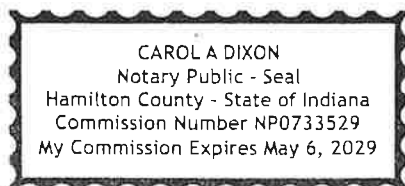
STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared Matthew Cramer / Erica Cramer
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 25 day of June, 2026.

My Commission Expires:

05/06/2029



Carol A Dixon
NOTARY PUBLIC
Carol A Dixon
Printed Name

My County of Residence: Hamilton

"CITY"

CITY OF CARMEL, INDIANA,
BY AND THROUGH ITS BOARD OF
PUBLIC WORKS AND SAFETY

BY: _____
Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

Jacob Quinn, Clerk

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

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

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

My Commission Expires:

NOTARY PUBLIC

Printed Name

My County of Residence: _____

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

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

Exhibit A

Land Description
Inst. No. 9559886

A part of the North Half of the Southwest Quarter of Section 19, Township 18 North, Range 4 East,
more particularly described as follows:

Beginning North 89 degrees 14 minutes 55 seconds East, 1440.16 feet East of the Northwest corner of said North Half of the Southwest Quarter of Section 19, Township 18 North, Range 4 East at a point on the East right of way line of State Road #431 and on the North line thereof, thence continuing North 89 degrees 14 minutes 55 seconds East on and along the North line of said Quarter Section 1110.33 feet to a round stone;
thence South 00 degrees 16 minutes 40 seconds East 623.00 feet to an existing iron pipe and the North right of way line of the abandoned Traction Company right of way ;
thence South 61 degrees 37 minutes 15 seconds West 422.90 feet on and along the North line of said abandoned right of way line to the Easterly right of way of State Road #431;
thence North 50 degrees 39 minutes 55 seconds West 155.25 feet;
thence North 44 degrees 00 minutes 05 seconds West 300.00 feet;
thence North 42 degrees 16 minutes 55 seconds West 100.04 feet;
thence North 45 degrees 35 minutes 10 seconds West 108.44 feet;
thence in a Northwesterly direction 189.93 feet along an arc deflecting to the right and having a radius of 5679.6 feet and subtended by a long chord having a bearing of 43 degrees 02 minutes 35 seconds West
and a length of 189.93 feet;
thence North 34 degrees 48 minutes 35 seconds West 219.31 feet to the North line of said Southwest Quarter and the place of beginning.

EXCEPT that real estate conveyed to Board of Commissioners of Hamilton County per Warranty Deed recorded as Instrument #200100071, in the Office of the Recorder of Hamilton County, Indiana.

Containing after said exception 12.40 acres, more or less.

Subject to an Easement for water lines granted to The City of Carmel by instrument recorded July 31, 1985, in Book 3, Pages 39-41 as Instrument No. 85-10715 in the Office of the Recorder of Hamilton County, Indiana.

Subject to an Easement for utilities granted to The City of Carmel, Indiana, an Indiana Municipal Corporation by Instrument recorded July 3, 2003, as Instrument No. 2003-64122 in the Office of the Recorder of Hamilton County, Indiana.

Subject to all other legal easements and rights of way of record.

Cross reference is hereby made to a survey recorded on October 7, 2005 as Inst. No. 200500065985 in the Office of the Hamilton County Recorder.

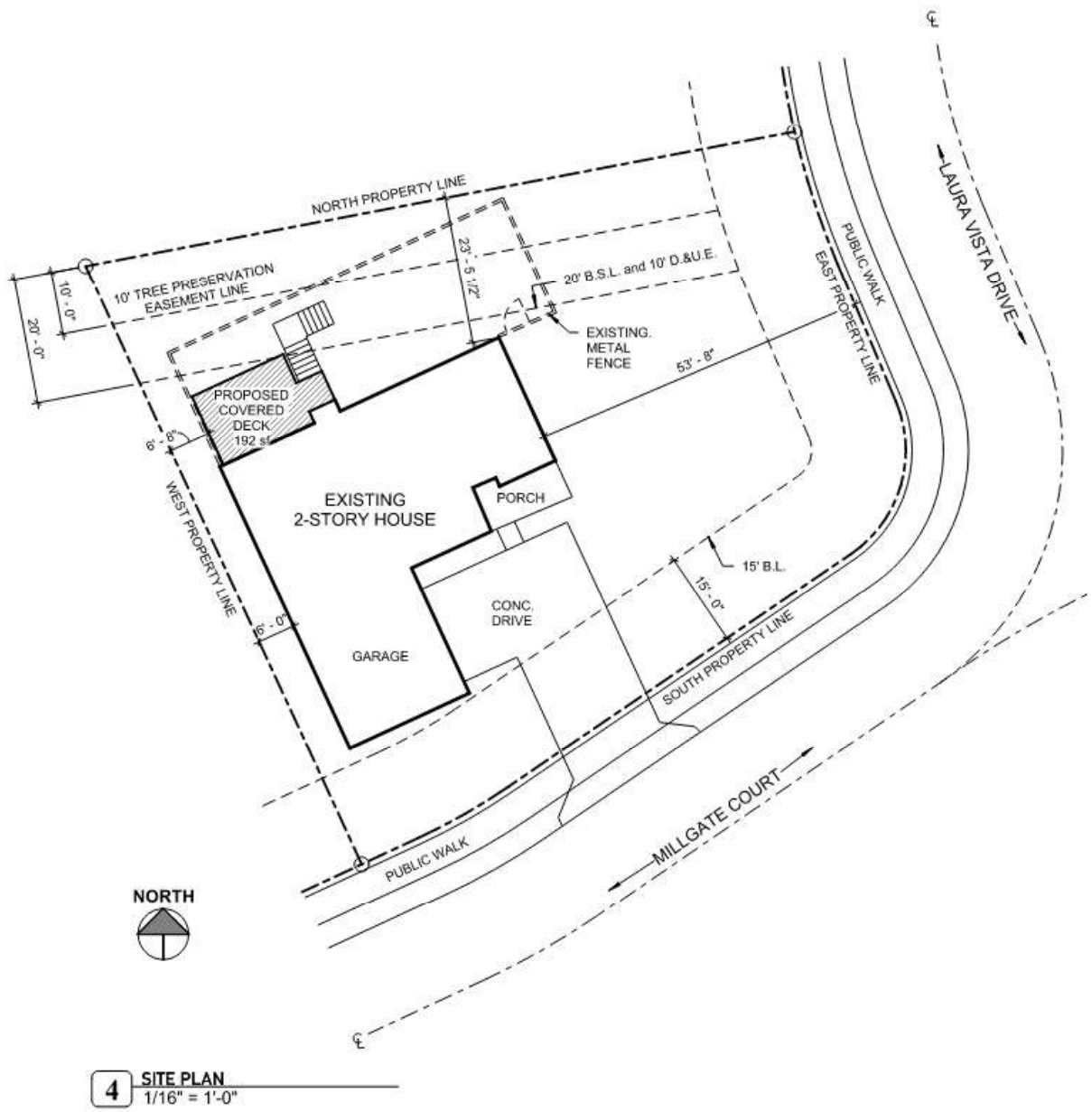
I, Arthur L. Kaser, hereby certify that I am a Registered Land Surveyor, Licensed in compliance with the laws of the State of Indiana:

That all the monuments shown thereon actually exist and that the location, size, type and material are accurately shown;

And that all requirements specified in the Subdivision Ordinance of The City of Carmel have been met.

WITNESS my hand and Registered Land Surveyor's Seal this 5th day of February, 2006.

Exhibit B



CTE - 2654 MILLGATE CT - CRAMER

Final Audit Report

2026-06-26

Created:	2026-06-25
By:	Karla Holdcraft (kholdcraft@carmel.in.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAANKN2m2vbe-eeC0SwOefEWkQuXE2HnVyiW

"CTE - 2654 MILLGATE CT - CRAMER" History

-  Document created by Karla Holdcraft (kholdcraft@carmel.in.gov)
2026-06-25 - 5:17:27 PM GMT
-  Document emailed to Bradley Pease (bpease@carmel.in.gov) for signature
2026-06-25 - 5:17:46 PM GMT
-  Email viewed by Bradley Pease (bpease@carmel.in.gov)
2026-06-26 - 2:48:48 AM GMT
-  Document e-signed by Bradley Pease (bpease@carmel.in.gov)
Signature Date: 2026-06-26 - 2:51:04 AM GMT - Time Source: server - Signature Appearance Selected: MOBILE_IMAGE
-  Agreement completed.
2026-06-26 - 2:51:04 AM GMT

July 8, 2026

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

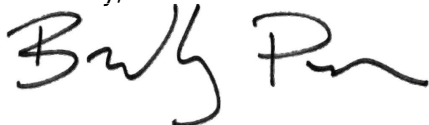
RE: EYAS NEST SUBDIVISION – SECONDARY PLAT

Dear Board Members:

Andrew "Dee" Baxter with Forefront Surveying and Engineering has requested a secondary plat for Eyas Nest Subdivision to be placed on the Board of Public Works and Safety agenda for approval and signatures.

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

Sincerely,



Bradley Pease, P.E.
City Engineer

ATTACHMENT: MYLAR PLAT

SECONDARY - 1414 E 116TH STREET - EYAS NEST SUBDIVISION

Final Audit Report

2026-07-08

Created:	2026-07-08
By:	Karla Holdcraft (kholdcraft@carmel.in.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqLmGmYZZnxn3DVszemKpZqH1OuVymufr

"SECONDARY - 1414 E 116TH STREET - EYAS NEST SUBDI VISION" History

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2026-07-08 - 1:24:22 PM GMT
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2026-07-08 - 2:44:59 PM GMT
-  Document e-signed by Bradley Pease (bpease@carmel.in.gov)
Signature Date: 2026-07-08 - 2:45:16 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
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2026-07-08 - 2:45:16 PM GMT

July 8, 2026

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

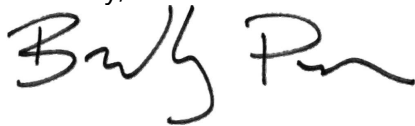
RE: BAKER VILLAGE – SECONDARY PLAT

Dear Board Members:

Gabe Cunningham with Lennar has requested a secondary plat for Baker Village to be placed on the Board of Public Works and Safety agenda for approval and signatures.

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

Sincerely,



Bradley Pease, P.E.
City Engineer

ATTACHMENT: MYLAR PLAT

SECONDARY - 2275 W 146TH STREET - BAKER VILLAGE

Final Audit Report

2026-07-08

Created:	2026-07-08
By:	Karla Holdcraft (kholdcraft@carmel.in.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhmVYvf5Auz7irtOa5ZmrTgVJr62-NAB

"SECONDARY - 2275 W 146TH STREET - BAKER VILLAGE" History

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2026-07-08 - 2:44:32 PM GMT
-  Document e-signed by Bradley Pease (bpease@carmel.in.gov)
Signature Date: 2026-07-08 - 2:44:43 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
-  Agreement completed.
2026-07-08 - 2:44:43 PM GMT

July 8, 2026

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

**RE: STORMWATER TECHNICAL STANDARDS WAIVER – 12818 ANDOVER DRIVE –
SEASONAL SYNTHETIC ICE RINK**

Dear Board Members:

Richard and Lynne Ouellette, homeowners, have requested a five-year waiver from the Stormwater Technical Standards Manual in association with the fill and seasonal synthetic ice staking rink built in a floodplain on their property.

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

Sincerely,

Bradley Pease

Bradley Pease, P.E.
City Engineer

Board of Public Works and Safety
City of Carmel, Indiana
Re: Request for Five-Year Waiver – Existing Fill and Seasonal Synthetic Ice Rink
Property Address: 12818 Andover Drive, Carmel, Indiana 46033

Dear Members of the Board,

We respectfully request a five-year waiver to allow the existing fill associated with my synthetic ice rink to remain at its current location within the floodplain on my property.

The rink is a seasonal recreational facility constructed with synthetic skating panels sitting on a surface supported by pallets. The pallets were used to since they have holes and openings designed for forklifts that would allow water to flow under the surface. Unlike traditional ice rinks, it is used primarily during the spring, summer, and fall and is not dependent on freezing temperatures. It is not a habitable structure, contains no utilities, and is intended solely for family recreation and skating instruction.

We have been notified that City Engineering supports anchoring the rink, and I am fully willing to comply with that requirement, along with any other reasonable conditions the Board believes are necessary to protect public safety and the integrity of the floodplain.

Granting this waiver would avoid the significant financial hardship of removing and relocating a project. It would also be recognized that we have worked cooperatively with City staff to identify a solution that addresses the City's concerns while maintaining the City's commitment to responsible floodplain management.

We respectfully request a five-year waiver because it represents a reasonable, finite period rather than a permanent exception. Our hope is to use this rink to teach our grandchildren to skate while they are still young enough to enjoy learning together. Those years pass quickly, and this rink provides a unique opportunity for our family to spend time together, stay active, and create memories that will last a lifetime. We believe a five-year period strikes a fair balance between my family's use of the property and the City's regulatory responsibilities.

At the conclusion of the five-year period, we will commence the dismantling and removing of the rink.

For these reasons, we respectfully request that the Board approve a five-year waiver allowing the existing fill associated with my synthetic ice rink to remain in its current location, subject to any reasonable conditions the Board deems appropriate.

Thank you for your time and thoughtful consideration of this request. We sincerely appreciate the professionalism, responsiveness, and willingness of City staff to work toward a practical resolution. We look forward to continuing that cooperative relationship.

Respectfully,

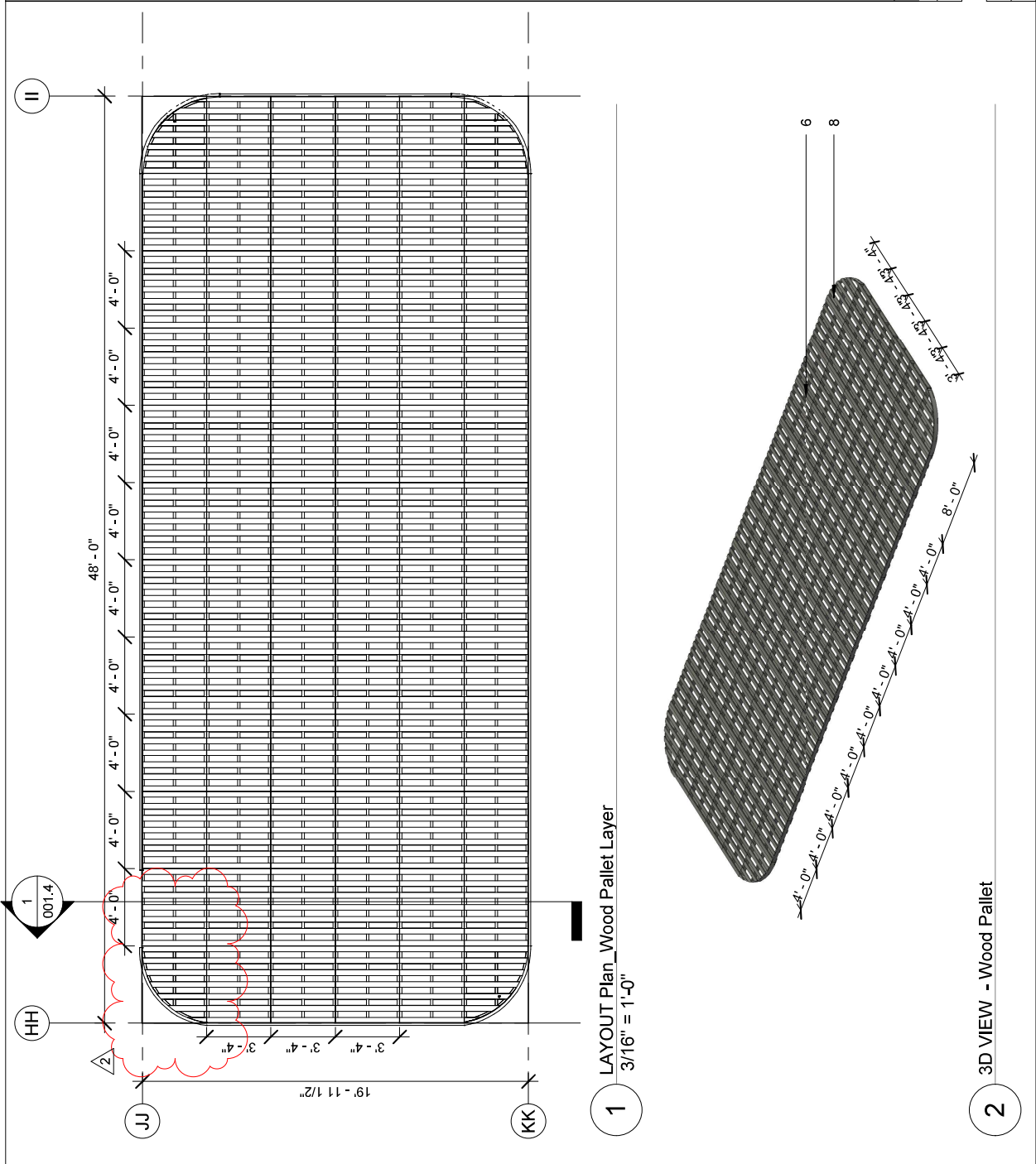
Richard and Lynne Ouellette

12818 Andover Drive

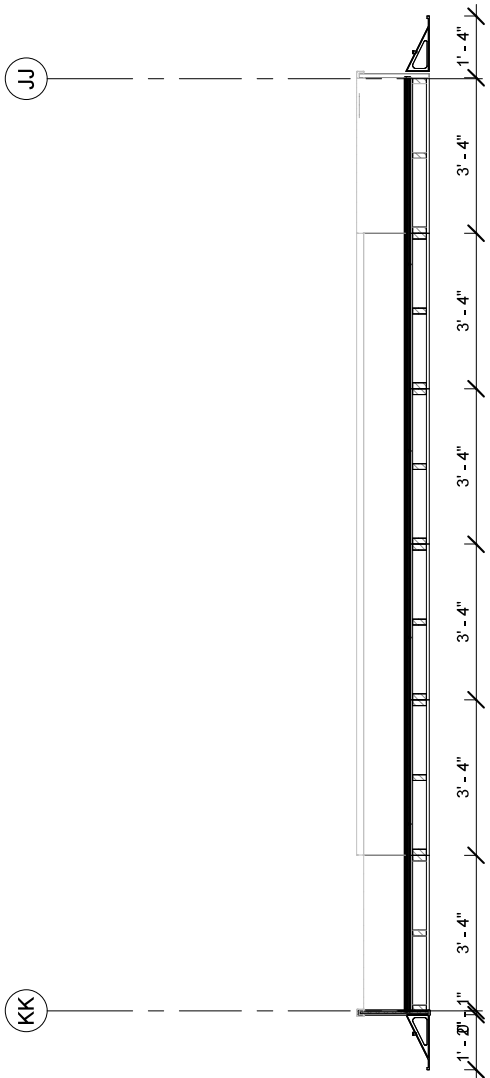
Carmel, IN 46033

Rich (630)277-2483 (c)

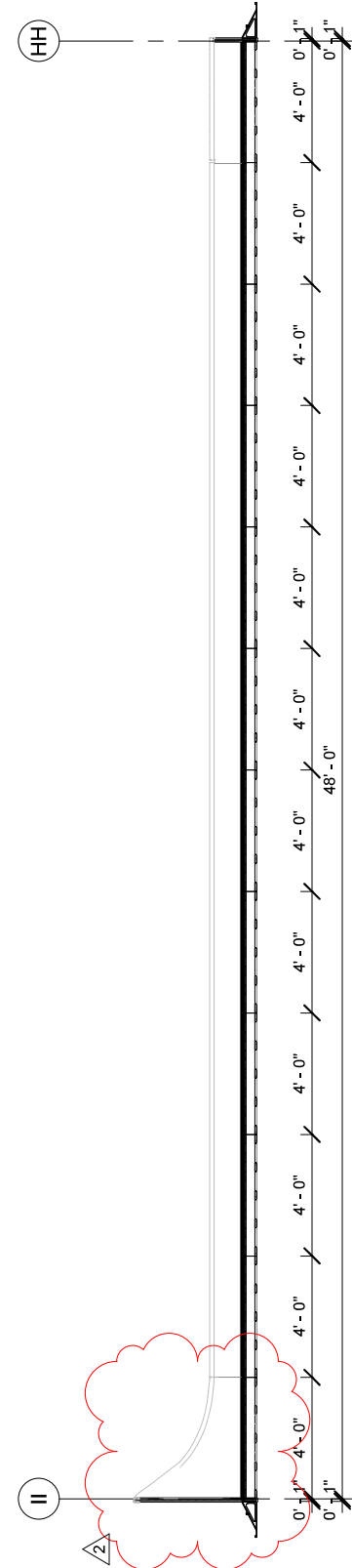
JOB NUMBER	99994
DRAWING NUMBER	001.1
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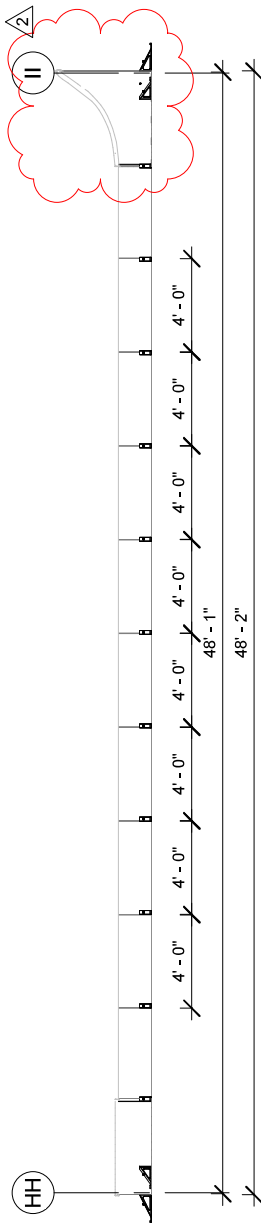
JOB NUMBER	99994
DRAWING NUMBER	001.4
 DuFab is Dubak Electrical's Prefabrication Group	
ELECTRICAL CONTRACTOR DUBAK ELECTRICAL GROUP 1201 BARNSDALE ROAD LAGRANGE PARK, IL 60525	
 DuFab Electrical Group	
CUSTOMER	DUBAK Internal Project
CLIENT	See Rink
DRAWN BY	AJA 12/03/2025
CHECKED BY	JAR 12/03/2025
REVISIONS	1 REV 0 11/21/2025 2 REV 1 12/03/2025
JOB NUMBER	99994
SHEET	5 of 8
SCALE	As Indicated



1 Section 1
3/8" = 1'-0"



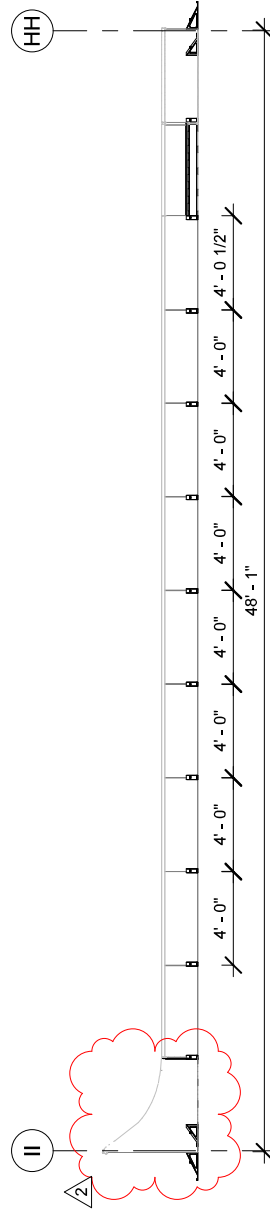
2 Section 2
1/4" = 1'-0"



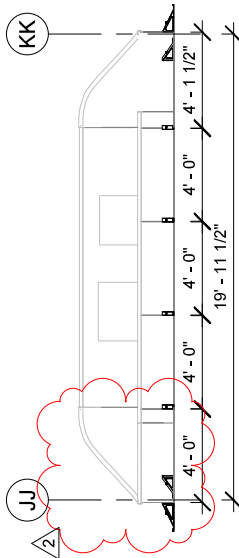
1 Elevation 1 - a
3/16" = 1'-0"



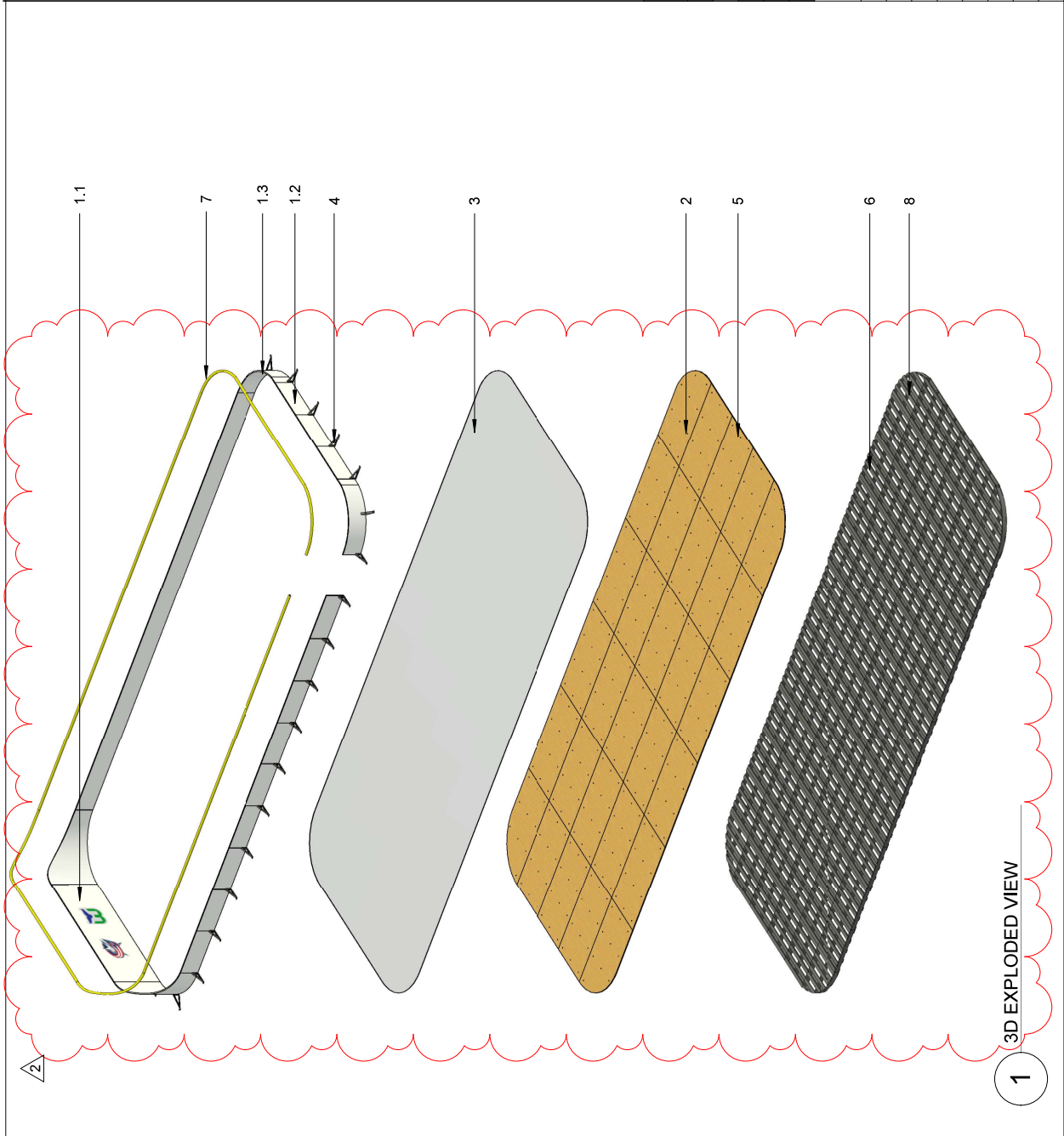
2 Elevation 2 - a
3/16" = 1'-0"



4 Elevation 4 - a
3/16" = 1'-0"



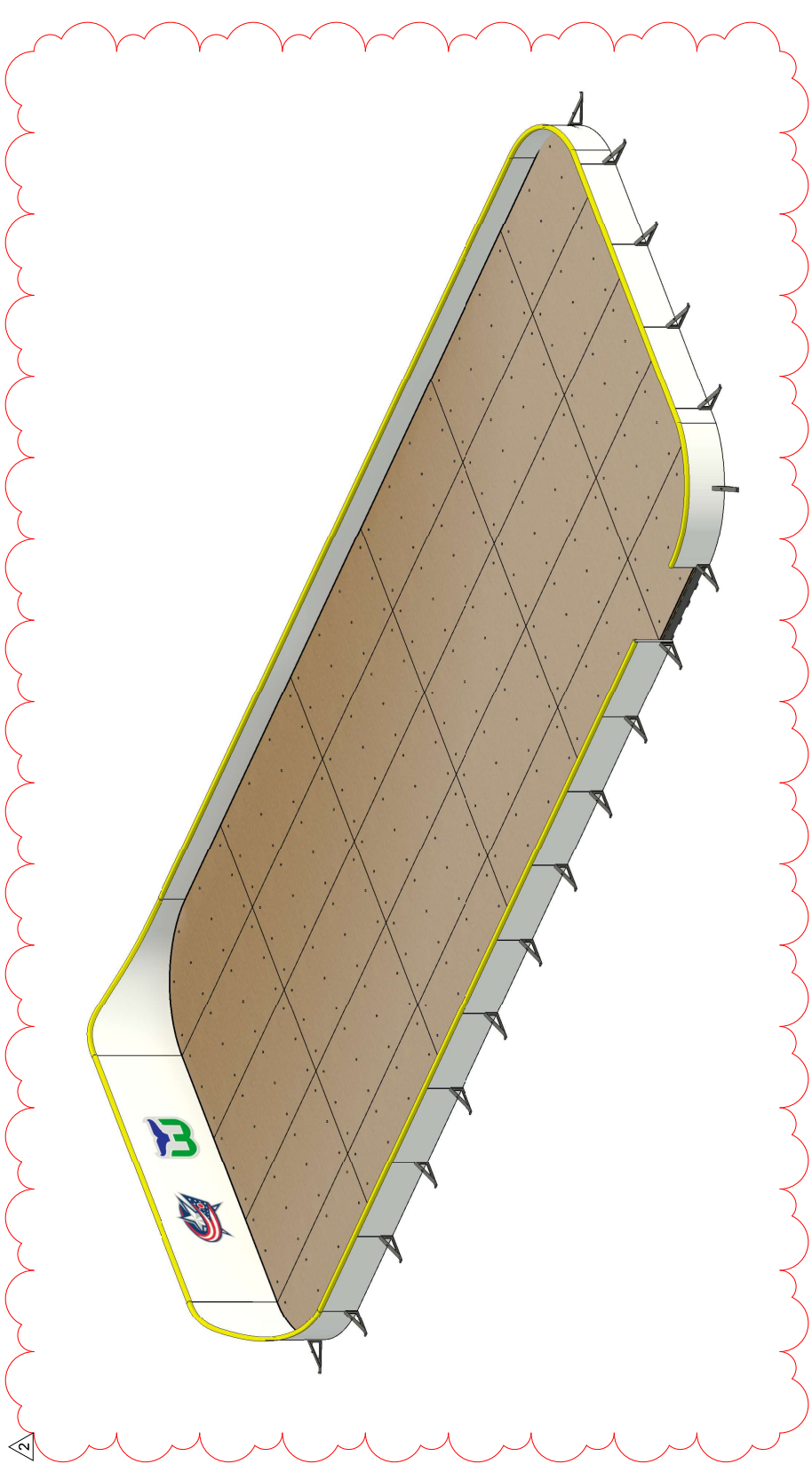
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3/16" = 1'-0"



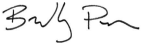
3D EXPLODED VIEW

JOB NUMBER			99994
DRAWING NUMBER			002
			
ELECTRICAL CONTRACTOR			DUBAIK ELECTRICAL GROUP 1201 BARNSDALE ROAD LAGRANGE PARK, IL 60535
CUSTOMER			DUBAIK Internal Project
ICE_RINK_OVERALL_BOM			
ITEM NO.	DESCRIPTION	QTY	
1.1	Ice Rink Plastic Board 4x4'	3	
1.2	Ice Rink Plastic Board 48x18"	19	
1.3	Ice Rink Plastic Board Curve	2	
1.4	Ice Rink Plastic Board Variable Hight Curve	2	
2.1	Plywood 4'x8'	26	
2.2	Plywood 4'x8' Curved Cut	4	
3	Synthetic Ice 20x48'	1	
4	Ice rink support	34	
5	Nails	356	
6	Wood Pallet 48x40x6"	68	
7	Protection Foam	1	
8	Wooden Curve Pallet	4	
CLIENT			Ice Rink
DRAWN BY			AJA 12/03/2025
CHECKED BY			JAR 12/03/2025
REVISIONS			1 11/21/2025 2 12/03/2025
JOB NUMBER			99994
SHEET			7 of 8
SCALE			

JOB NUMBER	99994						
DRAWING NUMBER	003						
 DuFab DuFab is DuBak Electrical's Prefabrication Group							
ELECTRICAL CONTRACTOR DUBAK ELECTRICAL GROUP 1201 BARNSDALE ROAD LAGRANGE PARK, IL 60525							
 DuBak Electrical Group 1000 W. 12TH STREET, SUITE 100, CHICAGO, IL 60604							
CUSTOMER	DUBAK_Internal Project						
CLIENT	Ice Rink						
DRAWN BY	AJA						
CHECKED BY	JAR						
REVISIONS	<table border="1"> <tr> <td>1</td> <td>REV 0</td> <td>11/21/2025</td> </tr> <tr> <td>2</td> <td>REV 1</td> <td>12/03/2025</td> </tr> </table>	1	REV 0	11/21/2025	2	REV 1	12/03/2025
1	REV 0	11/21/2025					
2	REV 1	12/03/2025					
JOB NUMBER	99994						
SHEET	8 of 8						
SCALE							



1 ICE RINK _ 3D VIEW

Signature: 
Email: bpease@carmel.in.gov

SW WAIVER - 12818 ANDOVER DRIVE - ICE RINK

Final Audit Report

2026-07-08

Created:	2026-07-08
By:	Karla Holdcraft (kholdcraft@carmel.in.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsfu9FR3hPFFCa_7MsnWDDyERw6OKKqv0

"SW WAIVER - 12818 ANDOVER DRIVE - ICE RINK" History

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-  Document e-signed by Bradley Pease (bpease@carmel.in.gov)
Signature Date: 2026-07-08 - 2:29:37 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
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2026-07-08 - 2:29:37 PM GMT

July 1, 2026

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

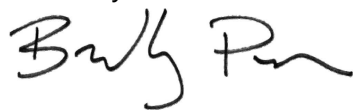
RE: PATH EASEMENT- 942 AUMAN DRIVE WEST

Dear Board Members:

Steven and Nocole Kofkoff at 940 Auman Drive West has requested the city accept a grant of a path easement associated with the construction of a new multiuse path.

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 Deed: 2026007528

GRANT OF EASEMENT

This easement (the "Easement") is made and entered into this 25th day of June, 2026, by and between Steven and Nocole Kofkoff (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 or Grantee executes this Easement;

RECITALS

WHEREAS, Grantor is the owner of the property conveyed by the deed identified in the cross reference above ("Property"). Said Property is located at 942 Auman Drive West, Carmel, Hamilton County, Indiana, and is more particularly depicted in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, Grantee intends to construct a sidewalk or multiuse path and related improvements over a portion of the Property (the "Improvements"); and,

WHEREAS, to construct the Improvements, Grantee requires this Easement to construct, operate, patrol, maintain, and/or repair a multiuse path, including, but not limited to, all necessary supporting facilities, underground conduits, and all other appurtenances, fixtures and equipment (hereinafter referred to as the "Facilities"), all over a portion of the Property which is more particularly depicted in Exhibit B, attached hereto and incorporated herein (the "Easement Area").

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and the mutual covenants herein set forth, the receipt of which is hereby acknowledged, the Grantor hereby grants to the Grantee an exclusive, perpetual easement on the terms and conditions that follow:

Section 1. Easement and Purpose. Grantor hereby grants and conveys to Grantee a perpetual, exclusive right to use the Easement Area (i) for the purpose of constructing, operating, and maintaining the Facilities at Grantee's or its assignee's sole cost and expense and (ii) for the general public's use of the Facilities.

Section 2. Easement Assignment. It is agreed and acknowledged that Grantee may assign this Easement and any or all its rights and obligations to another party ("Assignee") for the same purpose as described in Section 1. Either Grantor or Assignee shall perform all the duties and obligations under this Easement.

Section 3. Temporary Construction Easement. In addition to the Easement, Grantor conveys to Grantee or its Assignee a temporary, non-exclusive construction easement required to construct the Facilities in the Easement Area. If necessary, the Parties agree to identify the temporary construction easement area necessary for the Facilities' construction within the Property. The temporary easement will automatically terminate when Grantee or its Assignee has completed construction of the Facilities in the Easement Area.

Section 4. Grantee's Rights and Responsibilities. Grantee shall have other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities. Grantee shall not cause damage to the Property, except the normal and reasonable construction disturbance associated with the construction of the Facilities, and upon completion of such construction, shall promptly return the Property to a condition that is substantially the same as its condition prior to construction.

Section 5. Access, Maintenance and Repair. Grantee shall have the right of ingress and egress over the Easement Area. Grantor shall not prohibit Grantee or the general public from accessing and using the Facilities. Grantee and/or its Assignee shall have access to the Easement Area to maintain, repair, replace, modify, remove the Facilities or to perform any other reasonably necessary work or improvement to the Facilities (collectively "Maintenance"). If Maintenance is required, Grantor agrees to grant Grantee and its Assignee same Temporary Construction Easement under the same terms and conditions as in Section 3 above.

Section 6. Rights Reserved. All rights, title and interest in and to the Easement Area which may be used and enjoyed without interfering with the rights conveyed by the Easement are reserved to the Grantor; provided, however, that Grantor shall not construct or maintain any buildings or improvements or perform any activities which may cause damage to or interfere with the Facilities or their use by Grantee or the general public.

Section 7. Obligations of Grantor. Grantor shall keep the Easement Area free of any and all fences, structures, asphalt, gravel, plants, concrete and/or other improvements, obstructions, or impediments other than those installed by pursuant to this Agreement. Grantee shall have the right to remove any such improvements, obstructions, or impediments at the expense of Grantor. Grantor shall mow and care for any grass located within the Easement Area and shall keep the Easement Area free from debris, silt, weeds, refuse and any other obstructions.

Section 8. Environmental Matters. Grantor covenants and represents that to the best of its knowledge, information and belief, the Property is not presently the subject of, nor under the threat of, any federal, state or local environmentally related lien, proceeding, claim, liability or action. Grantor agrees that, as 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 conditions on the Property prior to the acceptance of this Agreement.

Section 9. Amendment. This Easement may be amended only by a written instrument signed (i) by the owner of the Property and City of Carmel, Indiana or its representative, assignee or successor in interest or (ii) by an order of a court of competent jurisdiction.

Section 10. Authority. The parties represent and warrant that he/she is authorized to enter into this Agreement and that the persons executing this Agreement have the authority to bind the party which they represent.

Section 11. Miscellaneous. This Easement shall be perpetual and run with the land. All rights and obligations hereunder shall be binding upon and inure to the benefit of Grantor and Grantee, their respective permitted heirs, successors, assigns and legal representatives. This Easement is executed under and shall be construed in accordance with the laws of the State of Indiana, and there are no promises or agreements between the parties hereto other than those contained or referred to herein.

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.

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.

Section 12. Indemnification. Grantee shall indemnify and hold harmless Grantor from all losses, liabilities, claims, judgments and liens, including, but not limited to, all damages, costs, expenses and attorney fees arising out of any intentional or negligent act or omission of Grantee and/or any of its employees, assignees, agents or contractors arising out of installation of the Facilities or Maintenance or any other obligation by Grantee under this Easement.

Section 13. Severability. If any one or more of the provisions contained in this Easement shall be held invalid, illegal, or unenforceable, this Easement shall be construed to give effect to the balance of its terms.

Remainder of Page Intentionally Left Blank

Grantor:

By: ~~1~~ ~~XXXX~~ ~~Nicole Koffhoff~~
Steven Koffhoff Nicole Koffhoff
Printed Name

Date: 6/25/26 6/25/26

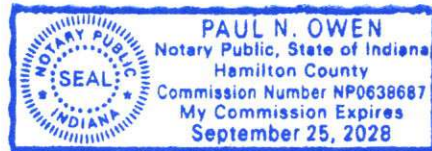
STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared STEVEN AND NICOLE KOFFHOFF, who acknowledged execution of the foregoing Easement for and on behalf of the City of Carmel, Indiana Board of Public Works & Safety.

Witness my hand and Notarial Seal this 25TH day of JUNE, 2026
My Commission Expires: 9-25-28
Notary Public

Residing in HAMILTON County

Paul N. Owen
Printed Name



Grantee:

Approved and Adopted this _____ day of _____, 2026.

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 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 _____, 2026.

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 _____, 2026.

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 _____, 2026.

My Commission Expires:

Residing in _____ County

STATE OF INDIANA)

COUNTY OF HAMILTON)

)SS:

Before me, a Notary Public in and for said County and State, personally 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 _____, 2026.

My Commission Expires:

Residing in _____ County

Notary Public

Printed Name

Notary Public

Printed Name

Grantee's address for tax purposes:

One Civic Square

Carmel, IN

46032

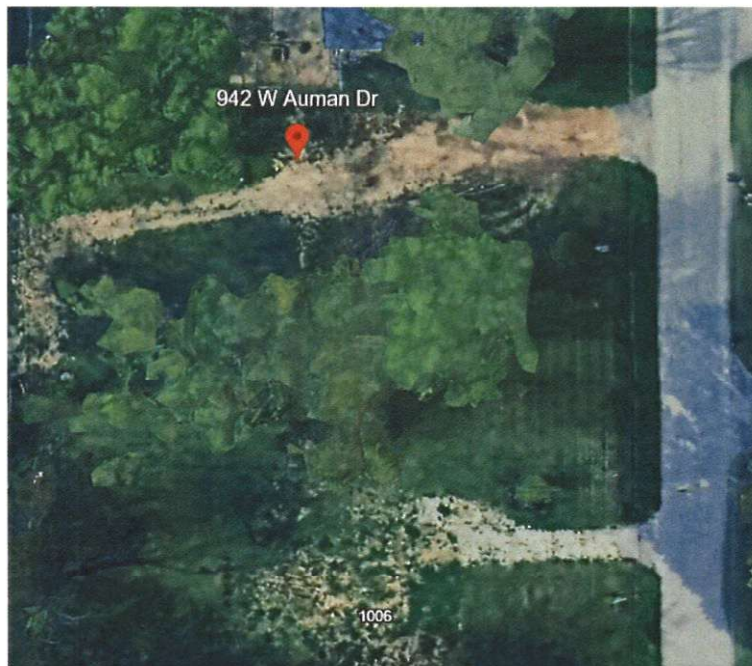
Pursuant to IC 36-2-11-15(b)(2), I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law – Allison Lynch-McGrath, Esq.

Prepared by: Allison Lynch-McGrath, Assistant Corporation Counsel, One Civic Sq. Carmel, Indiana, 46032

Return to: Bradley Pease, Director of Engineering, One Civic Square, Carmel, IN 46032

Exhibit A

Depiction of Property



DULY ENTERED FOR TAXATION
Subject to final acceptance of transfer
25th day of February 2026 - JNG
Auditor of Hamilton County

Parcel # 16-10-31-01-02-020.000

**LIMITED LIABILITY COMPANY
WARRANTY DEED**

2026007528 DEED WARRANTY 25.00
02/25/2026 11:38 AM 2 PGS
TRINI BEAVER
HAMILTON COUNTY RECORDER, IN
RECORDED AS PRESENTED

File No.: CTIN2600275
CT Carmel

THIS INDENTURE WITNESSETH, that Wedgewood Building Company, LLC, an Indiana limited liability company (Grantor) CONVEY(S) AND WARRANT(S) to:

Steven Julius Kofkoff and Nicole Suzanne Kofkoff, Husband and Wife, (Grantee) for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following described real estate in Hamilton County in the State of Indiana, to wit:

For APN/Parcel ID(s): 29-10-31-102-020.000-018

LOT NUMBER 20 IN AUMAN'S ADDITION, AN ADDITION TO THE TOWN (NOW CITY) OF CARMEL, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF, RECORDED IN DEED RECORD 138, PAGES 273-275, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

Property: 942 W. Auman Dr, Carmel, IN 46032-2818

Subject to all current real estate taxes and assessments and all subsequent taxes and assessments.

Subject to all easements, covenants, conditions, and restrictions of record.

IN WITNESS WHEREOF, The undersigned person(s) executing this deed on behalf of Grantor(s) represent and certify that they are a current member/manager of said Grantor(s) and have been fully empowered, by proper meeting and vote of Grantor(s) to execute and deliver this deed.

IN WITNESS WHEREOF, Grantor has executed this deed this 20 day of February, 2026.

Wedgewood Building Company, LLC,
an Indiana limited liability company

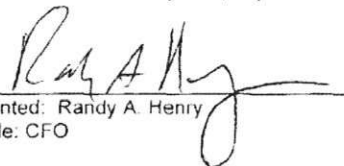
BY: 
Printed: Randy A. Henry
Title: CFO

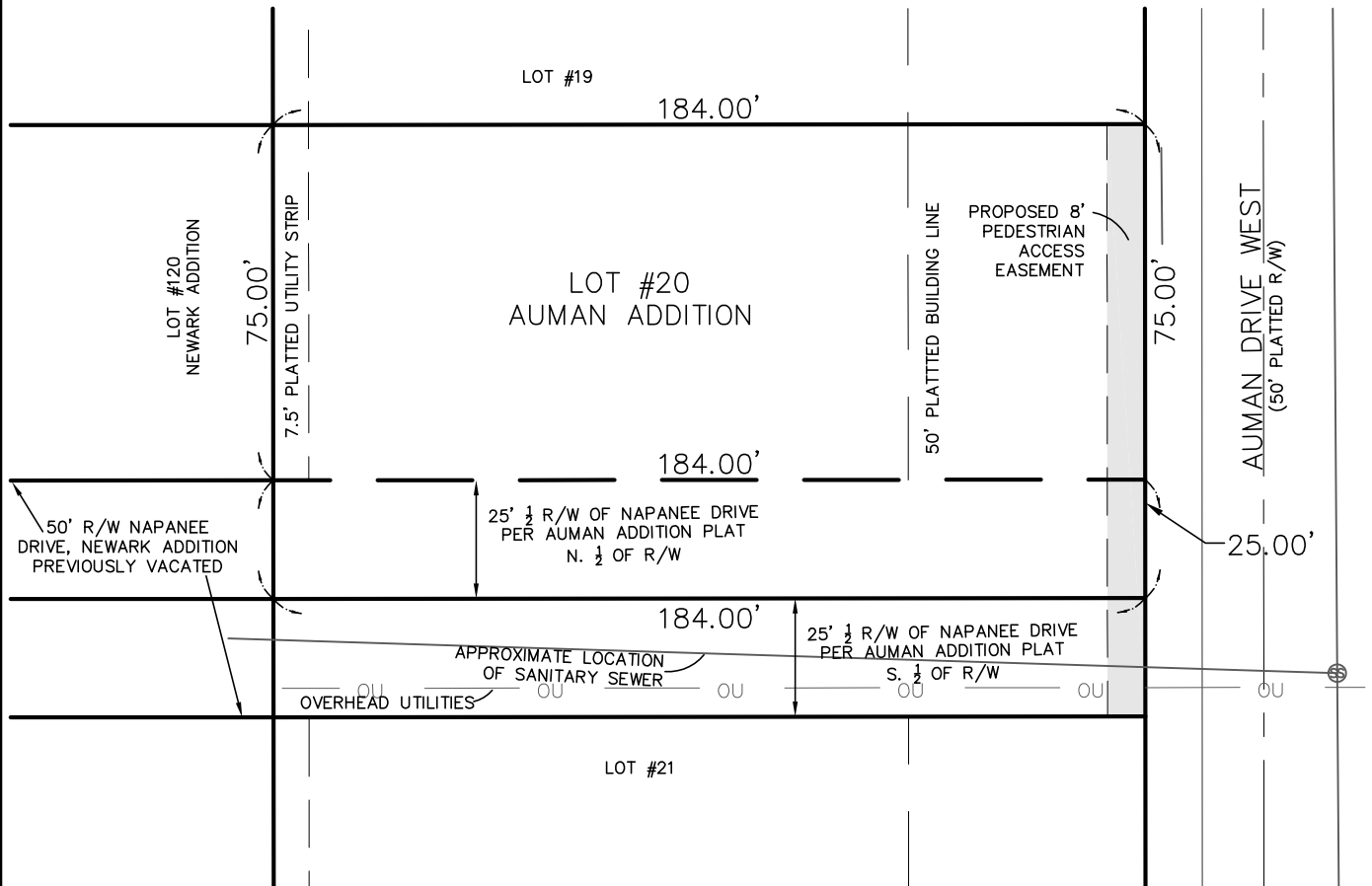
Exhibit B
Depiction of Easement Area

EASEMENT EXHIBIT

DRAWING NOT TO BE SCALED – DIMENSIONS PREVALENT

942 AUMAN DRIVE WEST

An easement being 8-feet in width by parallel lines off of the east end of Lot 20 of Auman's Addition, and east end of the the north half of Napanee Drive, lying south and parallel to Lot 20 of Auman's Addition, all being an Addition in Hamilton County, as per plat thereof, recorded in Deed Record 138, Pages 273-275, in the Office of the Recorder of Hamilton County, Indiana.



1" = 40'



The plan view shows a circular structure with a diameter of 40 feet, represented by a scale of 1 inch = 40 feet. Inside the circle is a shaded triangular area with a smaller unshaded triangle in the center. The triangular area is divided into sections by diagonal hatching and vertical lines. The circular structure has a thick outer wall and a thinner inner wall.



**TRUE
NORTH**

"POINTING YOU IN THE RIGHT DIRECTION"

**LAND DEVELOPMENT CONSULTING
& LAND SURVEYING SERVICES**
11650 Olio Road, Suite#1000-289
Fishers, Indiana 46037
Phone: (317)-841-8754
Fax: (317)-841-8762
E-mail: Troy@Truennorthindy.com

PATH EASEMENT - 942 AUMAN DRIVE WEST - KOFKOFF

Final Audit Report

2026-07-08

Created:	2026-07-08
By:	Karla Holdcraft (kholdcraft@carmel.in.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAACAOcYHitLAjdpzWX8h23nIodhW9O2rPH

"PATH EASEMENT - 942 AUMAN DRIVE WEST - KOFKOFF" History

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