



City of Carmel

CARMEL BOARD OF PUBLIC WORKS MEETING AGENDA

WEDNESDAY, AUGUST 5, 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 15, 2026, Regular Meeting**

4. CONTRACTS

- a. **Request for Third Amendment Agreement; Axon Enterprise, Inc.; (\$52,044.36); Cradlepoint Single Modem Kit; Chief Drake Sterling, Carmel Police Department**
- b. **Request for Professional Services; American Structurepoint, Inc.; (\$449,993.60); 20-ENG-04-College Ave Rd Improvement - 96th to 106th Street; Additional Services Amendment #3a; Brad Pease, Director of Engineering**
- c. **Request for Purchase of Goods and Services; Community Container Solutions, LLC; (\$8,063.26); 24-CFD-02 - CFD Training Facility; CO #2; Brad Pease, Director of Engineering**
- d. **Request for Professional Services; CrossRoad Engineers, P.C.; (\$264,800.00); 22-ENG-12 & 17-SW-15 Westfield Blvd Path & Structure Replacement-Inspection; Additional Services Amendment #7b; Brad Pease, Director of Engineering**
- e. **Request for Professional Services; The Etica Group, Inc.; (\$90,000.00); Station 46 Renovation and Station 42 Renovation; Additional Services Amendment #1 and #2; Brad Pease, Director of Engineering**
- f. **Resolution BPW 08-05-26-01; A Resolution of the Board of Public Works and Safety of the City of Carmel; Acknowledging Agreement Between City and Vendor; INDOT - LPA Project Coordination Project; (\$2,681,702.00); Bike/Pedestrian Facilities - 116th Street between Hoover Road and Spring Mill Road; Brad Pease, Director of Engineering**
- g. **Request for Purchase of Goods and Services; Morphe Construction, Inc.; (- \$2,875.40); Carmel School Zone Flashers CO #1; Brad Pease, Director of Engineering**

- h. **Request for Acknowledgment of Interlocal Agreement; Hamilton County Solid Waste Board and the City of Carmel; (\$37,352.00); 2027 Hazardous Waste Collection;** Lane Young, Director of Utilities
- i. **Request for Purchase of Goods and Services; Thieneman Construction, Inc.; (\$22,875.00); West Ground Storage Tank Booster Pump Station; CO #1;** Lane Young, Director of Utilities
- j. **Request for Purchase of Goods and Services; Thieneman Construction, Inc.; (\$17,544.00); West Ground Storage Tank Booster Pump Station; CO #2;** Lane Young, Director of Utilities

5. REQUEST TO USE CITY STREETS/PROPERTY

- a. **Request to Use Midtown Plaza; Carmel HS Class of 1981-45th Reunion Social Get Together ; September 11, 2026; 4:00 PM to 10:00 PM;** Jeffery Watkins
- b. **Request to Use Midtown Plaza, Civic Square Fountain Area, and Monon and Main Plaza; Statewide Weekend of Witness; August 30, 2026; 4:00 PM to 10:00 PM;** Courtney L Osters, Indiana Organizing Project

6. OTHER

- a. **Request for Consent to Encroach; 709 Howe Drive;** Property Owners
- b. **Request for Consent to Encroach; 12510 Brooknell Ct;** Property Owner
- c. **Request for Consent to Encroach; 0 Mitchel Ln;** Bedford Falls of Carmel LLC
- d. **Request for Consent to Encroach; 5874 E 126th Street;** Property Owners
- e. **Request for Water Quality Preservation Easement;** Property Owners
- f. **Request for Stormwater Technical Standards Waiver; 220 W 106th Street;** HWC Engineering
- g. **Request for Stormwater Technical Standards Waiver; 2911 E Smokey Row Road;** Property Owner
- h. **Request for Stormwater Technical Standards Waiver; 10475 Hussey Lane;** Stoeppelwerth & Associates

7. ADD-ONS AND DEPARTMENT DIRECTOR COMMENTS

8. ADJOURNMENT

Board of Public Works Members

Laura Campbell,

Alan Potasnik

James Barlow

Presiding Officer

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

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

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

Next Meeting: August 19, 2026



City of Carmel

CARMEL BOARD OF PUBLIC WORKS MEETING MINUTES

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

MEETING CALLED TO ORDER

Board Member Barlow called the meeting to order at 10:02 am.

AGENDA APPROVAL

Board Member Potasnik moved to approve. Board Member Barlow seconded. Agenda Approved 2-0.

MINUTES

Minutes from the July 01, 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; Board Member Potasnik moved to remove the request from the table. Board Member Barlow seconded. Tabled Item Removed 2-0. Zac Jackson, Chief Financial Officer, briefly speaks; we are trying to overhaul some outdated systems and processes. Currently, our system is from 1994 and has not had any serious upgrades since then. We have three other departments that use accounting systems because our current one does not meet their system needs. We also have a payroll contract that's overpriced due to a lack of negotiations over the years. \$2 million is for implementation costs, and another \$3.2 million for ongoing annual licensing. Now, this system might cost us more than the current five we have contracts with, but it will benefit us by providing a modern ERP system that connects our payroll, purchasing, and accounting data. This is a ten-year contract. Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 2-0.

CONTRACTS

Request for Professional Services; Heapy Solutions, LLC; (\$216,000.00); Phase 1 Energy Center Feasibility/Design Work; Additional Services Amendment #1; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 2-0.

Request for Agreement between City of Carmel and Vendor; Marathon Health, LLC; (\$959,815.64); Second Amendment to Health Services Agreement; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 2-0.

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; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 2-0.

REQUEST TO USE CITY STREETS/PROPERTY

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; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 2-0.

Request to Use/Close Streets; Christmas for Lorie; August 29, 2026; 3:00 PM to 10:00 PM; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 2-0.

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; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 2-0.

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; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 2-0.

OTHER

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

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

Request for DORA Designation: Salt; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 2-0.

Request for Consent to Encroach; 2654 Millgate Ct; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 2-0.

Request for Secondary Plat; 1414 E 116th Street; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 2-0.

Request for Secondary Plat; 2275 W 146th Street; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 2-0.

Request for Stormwater Technical Standards Waiver; 12818 Andover Drive; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 2-0.

Request for Grant of Path Easement; 942 Auman Drive West; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 2-0.

ADD-ONS AND DEPARTMENT DIRECTOR COMMENTS

ADJOURNMENT

Board Member Barlow adjourned the meeting at 10:25 am.

APPROVED:

Jacob Quinn – City Clerk

Chairwoman Laura Campbell

ATTEST:

Jacob Quinn – City Clerk

THIRD AMENDMENT TO THE AGREEMENT

This Third Amendment ("Third Amendment") is hereby entered into by and between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety ("City"), and Axon Enterprise, Inc., an entity duly authorized to do business in the State of Indiana ("Vendor"). This Third Amendment is effective of the last signature date on this Third Amendment ("Effective Date"). Vendor and City are each a "Party" and collectively "Parties".

Whereas, the Parties executed the Intent to Piggyback off Cooperative Procurement Sourcwell Contract #010720-AXN, effective December 7, 2022, (the "Agreement") which was further amended by the Additional Services Amendment on September 18, 2024, by the Additional Services Amendment on April 16, 2025, and by the Second Amendment to the Agreement on March 4, 2026 (collectively the "Agreements").

The Parties therefore agree as follow:

1. Exhibit A [Quote Q-527920] of the September 18, 2024 Additional Services Amendment and Exhibit A [Quote Q-637109] of the April 16, 2025 Additional Services Amendment are hereby incorporated and are amended by the attached Exhibit 1 herein, which adds the City's purchase of additional goods and services to be provided by the Vendor for the R1900Kit –Cradlepoint R1900 Single Modem Kit, and removes certain products and services as set forth in Exhibit 1 and provides a credit to the City in the amount of \$15,215.64 that shall be applied to the purchase of the additional goods and services by the City as set forth under this Exhibit 1.
2. Except as specifically set forth in Exhibit 1, this Third Amendment does not otherwise alter or change the remaining scope of services or amounts provided in the Agreements.
3. All other terms and conditions shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Third Amendment as follows, and it is effective as of the date of signature.

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: _____

AXON ENTERPRISE, INC.

By:

Signed by:

Robert E. Driscoll, Jr.

55DAE8B431A4424...

Authorized Signature

Robert E. Driscoll, Jr.

Printed Name

VP, Deputy General Counsel

Title

FID/TIN: 86-0741227

Date: 7/13/2026 | 7:37 AM MST



Dear Carmel Police Department - IN,

Axon will be amending Quote Q-527920 and Q-637109 to incorporate the product changes below:

Product(s) Being Removed from Q-527920/Q-637109

Product Number	Description	Quantity	Total
100989	AXON FLEET – CRADLEPOINT R920-C7A+5YR NETCLOUD	8	(\$0.00)
100738	AXON FLEET 3 – SIM INSERTION – VZW 4FF	8	(\$0.00)
100989	AXON FLEET – CRADLEPOINT R920-C7A+5YR NETCLOUD	8	(\$8,800.96)
100738	AXON FLEET 3 – SIM INSERTION – VZW 4FF	8	(\$91.12)
71200	AXON FLEET – AIRGAIN ANT – 5-IN-1 2LTE 2WIFI 1GNSS BL	8	(\$1,512.40)
100989	AXON FLEET – CRADLEPOINT R920-C7A+5YR NETCLOUD	4	(\$4,069.68)
100738	AXON FLEET 3 – SIM INSERTION – VZW 4FF	4	(\$42.12)
71200	AXON FLEET – AIRGAIN ANT – 5-IN-1 2LTE 2WIFI 1GNSS BL	4	(\$699.36)
Total			(\$15,215.64)

Product(s) Being Added to Q-527920/Q-637109

Product Number	Description	Quantity	Total
R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT - AXON FLEET – ERICSSON R1900-5GB-GA+5YR NETCLOUD - AXON FLEET – AIRGAIN ANT – 7-IN-1 4LTE/5G 2WIFI 1GNS FLAT BL - AXON FLEET 3 – SIM INSERTION – VZW 4FF	20	\$67,260.00
Total			\$67,260.00

Invoice Plan Adjustments

Date	Total
Jun 2026	\$6,318.48
Jan 2027	\$7,620.98
Jan 2028	\$7,620.98
Jan 2029	\$7,620.98
Jan 2030	\$7,620.98
Jan 2031	\$7,620.98
Jan 2032	\$7,620.98
Total	\$52,044.36

If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this agreement.

There will be no further changes to your contract. By signing below, you acknowledge that you understand and accept these changes.

Carmel Police Department - IN

Signature: _____

Title: _____

Name: _____

Date: _____

American Structurepoint, Inc.
Engineering Department – 2026
Appropriation #2200 0 44-628.71 2020 Road Bond Fund; P.O. #108572
Contract Not To Exceed \$449,993.60

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

APPROVED
By Sergey Grochukhin at 2:08 pm, Jul 29, 2026

THIS AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) entered into by and between the City of Carmel and American Structurepoint, Inc. (the “Professional”), as City Contract dated May 6, 2022 shall amend the terms of the Agreement by adding the additional services to be provided by Professional consistent with the Scope of Work attached hereto and incorporated herein as Exhibit “A”. The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

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

American Structurepoint, Inc.

By:

By: DocuSigned by:
Cash E. Canfield
F19A26CCF23A42D...
Authorized Signature

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

Cash E. Canfield

Printed Name

President

Title

FID/TIN: 35-1127317

Date: 7/29/2026



AMERICAN
STRUCTUREPOINT
INC.

Exhibit A

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

June 24, 2026

Mr. Brad Pease
City of Carmel
One Civic Square
Carmel, Indiana 46032

Re: College Avenue Road Improvements from 96th to 106th Street
Construction Engineering
Carmel Project No. 20-ENG-04-N & 20-ENG-04-S

Dear Mr. Pease:

On behalf of American Structurepoint, Inc., I am pleased to submit this proposal for additional construction inspection services for the College Avenue Road Improvements Project from 96th Street to 106th Street. These additional services are required due to the project extending longer than anticipated in our original services agreement, 94 weeks to 199 weeks.

The professional services shall include all construction inspection and observation services necessary to complete this project as described in Exhibit A, attached. The services performed under this Additional Services Agreement Amendment No. 1 shall be completed for a fee not to exceed **\$449,993.60** as outlined in the attached manhour justification, and will only be billed as hours are used. Unused hours will not be invoiced.

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

Very truly yours,
American Structurepoint, Inc.

Cash E Canfield, PE
Chief Operating Officer

CEC:tar/csf

Attachments

EXHIBIT "A"

SERVICES BY PROFESSIONAL

A. ENGINEERING PERSONNEL

For the fulfillment of all services outlined in Section B below, the Professional will provide one full-time Resident Project Representative, inspectors, and clerical and secretarial personnel as required for a period of time necessary to complete the construction project and final construction report.

The qualifications and experiences of personnel provided by the Professional are subject to approval by the City, and no personnel will be assigned to the project until the City's approval is obtained.

The full-time Resident Project Representative will report to the City on all matters concerning contract compliance and administration.

The full-time Resident Project Representative will coordinate project activities with City's project manager.

B. DESCRIPTION OF SERVICES

1. Construction Schedule: Review and monitor the construction schedules prepared by the Contractor for contract compliance and provide detailed documentation and recommendations to the City concerning the schedule's acceptability.

2. Conferences: Schedule, conduct, notify participants, and provide minutes of preconstruction meetings, partnering meetings, progress meetings, and such other job conferences as required for the timely and acceptable conduct of the job. Attend Public Information Meetings conducted by the City.

The Professional shall be available for conferences as requested by the City to review working details of the project. The City may review and inspect the activities whenever desired during the life of the agreement.

3. Liaison: Serve as the City's liaison with the Contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. The full-time Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to monitor the Contractor for compliance with the provisions therein. Any deviation observed shall be addressed to the Contractor by the Resident Project Representative. Recommendations to obtain compliance also shall be reported to the City.

4. Cooperate: Cooperate with the City in dealing with various federal, state, and local agencies having jurisdiction over the project.

5. Obtain from the Contractor

a. A list of his proposed suppliers and subcontractors.

b. Additional details or information when needed at the job site for proper execution of the work.

6. Certification of Materials: Check for completeness of certifications of materials delivered to the site.

7. Shop Drawings

- a. Receive shop drawings and falsework drawings. Check falsework drawings for completeness and obtain structural engineer's approval of the proposed design. Forward shop drawings to the design consultant for review and approval.
 - b. Review the approved shop falsework drawings, specifications and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents.
 - c. Alert the Contractor's field superintendent when it is observed that materials or equipment is being or is about to be used or installed before approval of shop drawings or samples, where such are required, and advise the City when it is necessary to disapprove work as failing to conform to the Contract Documents.
8. Review of Work, Inspection, and Tests
- a. Conduct on-site inspections for the City, of the work in progress, as a basis for determining that the project is proceeding in accordance with the Contract Documents.
 - b. Accompany visiting inspectors representing local, state, or federal agencies having jurisdiction over the project and report details of such inspections to the City.
 - c. Verify that the required quality control sampling and testing has been accomplished and materials certification has been provided by the Contractor. Perform compaction testing and concrete testing as required by the contract documents.
 - d. Review the Contractor's test/certification results and the City's independent assurance tests for accuracy and retain in the project file.
 - e. Questionable testing methods or results from the Contractor may initiate an increase in the volume of assurance tests.
9. Modification: Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the City.
10. Records
- a. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders, and additional drawings subsequent to the award of the Contract, progress reports, and other project related documents.
 - b. Keep a diary or logbook, recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request, furnish copies of such a diary or logbook to the City.
 - c. Maintain for the City, a record of names, addresses, and telephone numbers of all subcontractors and major material suppliers.
 - d. Maintain a set of drawings on which authorized changes are noted and deliver to the City upon request, but in any event, at the completion of the project.
 - e. Prepare the Final Construction Record and Final Estimate as required by the City.

11. Reports: Furnish to the City at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule.
12. Progress Estimates: Prepare progress estimates for periodic partial payments to the Contractor and deliver to the City for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete in place in accordance with the contract.
13. Project Responsibility: The Resident Project Representative will be responsible for the documentation of pay quantities and estimates and the maintenance of appropriate records related to the construction of this project.
14. Work Schedule and Suspension: The Professional's crew will be required to regulate their workweek to conform to the Contractor's hours in accordance with the directions of the City. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the Professional may also be suspended without cost to the project.
15. Contract Administration: The Professional will administer the contract in accordance with City's procedures.
16. If directed by the City, the Professional shall prepare, as needed, design, survey, right-of-way, and other services consistent with the previous services that have been performed by the Professional on this project. These services will be performed and paid for based on an amendment to this agreement to be negotiated between the City and the Professional.
17. If the City requests services beyond the scope of this agreement and capabilities of the Professional, Professional will prepare an amendment to provide these services through a subconsultant approved by the City.
18. Professional shall not at any time supervise, direct, or have control over Contractor's work, nor shall Professional have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work

INFORMATION AND SERVICES TO BE FURNISHED BY CITY

The City shall furnish the Professional with the following.

1. A City's representative with decision-making authority on all inquiries.
2. Assistance to the Professional by placing at its disposal all available information pertinent to the project.

SCHEDULE

1. The Professional will be prepared to begin the services under this Agreement within five (5) days after a letter of notice to proceed is received from the City. The Professional shall complete and deliver the final project documents and final estimate to the Project Manager within sixty (60) days after the project's final acceptance by the City.
2. The assumed duration of the Project is ~~94~~ **199** weeks.

EXHIBIT "A"

**REVISED INSPECTION FEE JUSTIFICATION
MANHOURS BY CLASSIFICATION**

OWNER: City of Carmel

DESCRIPTION: College Ave (96th to 106th St) Road Improvements
Carmel Project No 20-ENG-04
Includes 20-ENG-04-N and 20-ENG-04-S

LETTING: February 15, 2023

NOTICE TO PROCEED: April 3, 2023

	March 23, 2023	Actual
SUBSTANTIAL COMPLETION DATE (Roadway):	October 31, 2024	
	August 17, 2026	Anticipated

SUBSTANTIAL COMPLETION DATE (Landscaping):	June 15, 2025	
	March 31, 2027	Anticipated

FINAL COMPLETION DATE:	October 31, 2025	
	August 17, 2027	Anticipated

PRECONSTRUCTION AND UTILITY RELOCATION:	4/3/2023	to	8/5/2023	=		18.00 weeks
			3/8/2025	=	101.00 weeks	

CONSTRUCTION ACTIVITIES ROADWAY:	8/6/2023	to	11/2/2024	=		65.00 weeks
	6/2/2024		8/31/2024		13.00 weeks	

	3/9/2025		8/22/2026		76.00 weeks	
CONSTRUCTION ACTIVITIES (LANDSCAPING):	4/27/2025		6/14/2025			7.00 weeks

	9/27/2026		10/31/2026		5.00 weeks	
POST-CONSTRUCTION ACTIVITIES:	10/26/2025	to	11/22/2025	=		4.00 weeks

	11/1/2026		11/28/2026		4.00 weeks	
						94.00 weeks

199.00 weeks

The following pages (manhour justification and fee estimate) are based on the above construction schedule. Any delay or extension in the construction that significantly extends the completion date shown above may require an extension to this Agreement and an increase in the estimated fees.

EXHIBIT "A"

LABOR

SENIOR ENGINEER:

Regular time:	199.00 weeks	@	2 hours/week	=	398 hours
SENIOR ENGINEER TOTAL HOURS					= 398 hours

RESIDENT PROJECT REPRESENTATIVE:

Preconstruction Activities:

Regular Time:	101.00 weeks	@	10 hours/week	=	1,010 hours
---------------	--------------	---	---------------	---	-------------

Construction Activities:

Regular Time:	81.00 weeks	@	40 hours/week	=	3,240 hours
---------------	-------------	---	---------------	---	-------------

Overtime (assume 5%)	3,240	@	5%	=	162 hours
----------------------	-------	---	----	---	-----------

Post-Construction Activities:

Regular Time:	4.00 weeks	@	40 hours/week	=	160 hours
---------------	------------	---	---------------	---	-----------

RESIDENT PROJECT REPRESENTATIVE TOTAL REGULAR HOURS	=	4,410 hours
--	----------	--------------------

RESIDENT PROJECT REPRESENTATIVE TOTAL REGULAR HOURS	=	162 hours
--	----------	------------------

INSPECTOR(S):

Construction Activities:	(assume	1.25	inspector(s) needed):
---------------------------------	---------	------	-----------------------

Regular Time:	89.00 weeks	@	50 hours/week	=	4,450 hours
---------------	-------------	---	---------------	---	-------------

Overtime (assume 5%)	4,450	@	5%	=	223 hours
----------------------	-------	---	----	---	-----------

Post-Construction Activities:	(assume	0	inspector(s) needed):
--------------------------------------	---------	---	-----------------------

Regular Time:	4.00 weeks	@	- hours/week	=	- hours
---------------	------------	---	--------------	---	---------

INSPECTOR(S) TOTAL REGULAR HOURS	=	4,450 hours
---	----------	--------------------

INSPECTOR(S) TOTAL OVERTIME HOURS	=	223 hours
--	----------	------------------

EXHIBIT "A"

**INSPECTION FEE SUMMARY
CONSTRUCTION INSPECTION SERVICES**

CLIENT: City of Carmel

DESCRIPTION: College Ave (96th to 106th St) Road Improvements
Carmel Project No 20-ENG-04
Includes 20-ENG-04-N and 20-ENG-04-S

	<u>Rate</u>	<u>Units</u>	<u>Fee</u>
Senior Engineer	\$ 230.00	398	\$ 91,540.00
Resident Project Representative	\$ 190.00	4,410	\$ 837,900.00
Resident Project Representative (Overtime)	\$ 224.20	162	\$ 36,320.40
Assistant Resident Project Representative	\$ 160.00	-	\$ -
Assistant Resident Project Representative (Overtime)	\$ 188.80	-	\$ -
Inspector(s) (Regular)	\$ 135.00	4,450	\$ 600,750.00
Inspector(s) (Overtime)	\$ 159.30	223	\$ 35,444.25

REVISED INSPECTION FEE \$ 1,601,954.65

ORIGINAL INSPECTION FEE \$ 1,151,961.05

TOTAL SUPPLEMENT INSPECTION FEE \$ 449,993.60



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
108572

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
3/1/2023			00350562	20-ENG-04 - College Ave Rd Improvement - 96th to 106th Street - Construction Engr.

AMERICAN STRUCTURE POINT, INC
VENDOR 9025 RIVER RD
SUITE 200
INDIANAPOLIS, IN 46240 -

City Engineering's Office
SHIP TO 1 Civic Square
Carmel, IN 46032-
Laurie Slick

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
74579				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
Department: 2200 Fund: 0 2020 Road Bond				
Account: 44-628.71				
1 Each		20-ENG-04 - College Ave Rd Improvement - 96th to 106th Street - Construction Engr.	1,151,961.05	\$1,151,961.05
1 Each		ASA3a - 20-ENG-04 - College Ave Rd Improvement - 96th to 106th Street - Construction Engr.	\$449,993.60	\$449,993.60
Sub Total				\$1,601,954.65

Send Invoice To:

Jill Newport
CrossRoad Engineers, PC
115 N. 17th Avenue
Beech Grove, IN 46107

jnewport@crossroadengineers.com

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$1,601,954.65

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

* 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.

Bradley Pease
Director

Zac Jackson
CFO

CONTROL NO. **108572**



TO: CONTRACT CHANGE ORDER NO.: 002
DATE: 7/14/2026
PROJECT NAME: 24-CFD-02 – CFD Training Facility
CITY REQ. NO.: _____
CITY PO NO.: 118688 & 118690
CITY PO DATE: 12/4/2025

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

Remove: Design Plans & Engineer Stamped Plans; Add: Stair Tower Design Change

SCHEDULED ADJUSTMENT

ITEM	AMOUNT	(+) OR (-) DAYS
Design Plans	(\$ 5,821.76)	n/a
Engineer Stamped Plans	(\$10,304.00)	n/a
Stair Tower Design Change	+\$ 8,062.50	n/a

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

Other: _____

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

Contract Price prior to this Change Order \$1,346,102.84

Contract Price will be decreased by this Change Order (\$ 8,063.26)

New Contract Price including this Change Order \$1,338,039.58

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

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

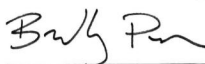
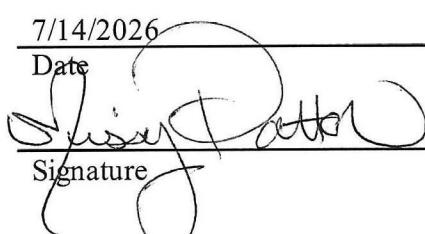
Current Contract Time including this Change Order 150 Days May 31, 2026 Completion Date

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

The Above Changes Are
Recommended

The Above Changes Are
Accepted:

Approved:

ENGINEER	CONTRACTOR	Laura Campbell, Presiding Officer
Address	10784 E 141 st Street Address	James Barlow, Member
City/State/Zip	Noblesville, IN 46060 City/State/Zip	Alan Potasnik, Member
Phone	(463) 290-0969 Phone	 Brad Pease, PE, City Engineer
Date	7/14/2026 Date	ATTEST:
 Signature	 Signature	Jacob Quinn, Clerk
		Date

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

APPROVED
By Sergey Grechukhin at 9:57 am, Jul 24, 2026

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

CrossRoad Engineers, P.C.

By:

By:

Laura Campbell, Presiding Officer


Authorized Signature

Date: _____

Curtis Holcom
Printed Name

James Barlow, Member

Vice President
Title

Date: _____

Alan Potasnik, Member

FID/TIN: 35-1963331

Date: _____

ATTEST:

Date: 07/24/2026

Jacob Quinn, Clerk

Date: _____

Exhibit A



July 15, 2026

Mr. Bradley Pease, P.E.
City Engineer
City of Carmel
1 Civic Square
Carmel, IN 46032

Re: Westfield Boulevard Path and Structure Replacement
2022 Bond Project 22-ENG-12 and 17-SW-15
Construction Inspection – Supplemental 2

Dear Bradley:

Based on our conversations with you and your team, we are hereby requesting this supplemental to the inspection portion of the Westfield Boulevard Path and Structure Replacement Project 22-ENG-12 and 17-SW-15 Engineering Services contract. As you are aware, the revised substantial completion date for this project was to be August 5, 2026. Several factors have delayed the project, including utility relocation, ROW acquisitions, design modifications, and other miscellaneous changes regarding road closure coordination with other projects. As a result, the substantial completion date for the culvert portion will extend beyond the August 5, 2026, date and is anticipated to be complete by the end of the year in 2026 with a final completion date to follow. We are projected to run out of funds by the end of July due to several field changes and the factors listed above. The project also includes extensive utility coordination for the path project, the culvert project, and 106th and Westfield Blvd RAB project which has continued through the summer months and was not accounted for in our original budget. Many of the utilities combined their work plans to accommodate all three projects along Westfield Blvd and we have been tasked to continue these coordination efforts. We are requesting this supplement to complete all utility coordination, inspection, general coordination, and management for this project.

In summary, we are requesting a supplemental in the amount of \$264,800 for the above-described work. The remaining work is estimated to be 21 weeks (August 5, 2026, to December 31, 2026) with 2 additional weeks to finalize the project and complete the FCR. We have budgeted 1 hour per week for the Director, 4 hours for the Senior PM, 8 hours per week for the Senior RPR, 45 hours per week for the Project Inspector, and then 45 hours a week for an assistant project inspector for 8 weeks. These budgeted hours, with the corresponding billing rates, yield the estimated costs as shown on the attached spreadsheet.

If you have any questions or need any further information, please do not hesitate to call me at (765) 506-8784.

Sincerely,

A handwritten signature in black ink, appearing to read "Curtis Holcom", is positioned above the printed name.

Curtis Holcom, P. E.
Vice President
CrossRoad Engineers, PC



Westfield Boulevard Path and Structure replacement
22-ENG-12 and 17-SW-15
 Estimated Costs for Construction Inspection Supplemental #2

ACTIVITY			DIR	SENIOR PM	SENIOR RPR	PROJ INSP	ASST PROJ INSP
Construction Duration	21	wks	21	84	168	945	360
Complete Final Record	2	wks	2	8	16	80	80
TOTAL HOURS			23	92	184	1025	440

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	23	\$4,738.00
Senior Project Manager	\$181.00	92	\$16,652.00
Senior Resident Proj. Rep.	\$172.00	184	\$31,648.00
Project Inspector	\$144.00	1025	\$147,600.00
Asst. Proj. Inspector	\$102.00	440	\$44,880.00
TOTAL DIRECT LABOR COSTS			\$245,518.00

DIRECT NON - LABOR COSTS --

<u>MILEAGE</u>			<u>Direct Non-Labor Costs</u>
Budgeted mileage rate is	\$0.72 /mile		
Director	50 miles/wk	x 21 weeks	\$756.00
Senior Project Manager	100 miles/wk	x 21 weeks	\$1,512.00
Senior Resident Proj. Rep.	250 miles/wk	x 21 weeks	\$3,780.00
Project Inspector	250 miles/wk	x 21 weeks	\$3,780.00
Asst. Project Inspector	250 miles/wk	x 8 weeks	\$1,440.00
Estimated Budget for On-Site Material Testing Services			<u>\$8,000.00</u>
TOTAL NON- LABOR COSTS			<u>\$19,268.00</u>
TOTAL ESTIMATED COSTS			\$264,786.00

USE

\$264,800.00



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

118019

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
7/17/2025			068025	Professional Services Agreement 1/22/25

CROSSROAD ENGINEERS, PC		City Engineering's Office	
VENDOR	115 N 17TH AVE	SHIP TO	1 Civic Square
			Carmel, IN 46032-
	BEECH GROVE, IN 46107 -		Laurie Slick

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
103154				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
----------	-----------------	-------------	------------	-----------

Department: 2200 Fund: 0 2022 Bond

Account: 44-628.71

1 Each		ASA 7 - 22-ENG-12 & 17-SW-15 - Westfiled Blvd Path & Structure Replacement - Construction Inspection	\$343,000.00	\$343,000.00
1 Each		ASA 7a - 22-ENG-12 & 17-SW-15 - Westfiled Blvd Path & Structure Replacement - Inspection	\$228,000.00	\$228,000.00
1 Each		ASA 7b - 22-ENG-12 & 17-SW-15 - Westfiled Blvd Path & Structure Replacement - Inspection	\$264,800.00	\$264,800.00
			Sub Total	\$835,800.00

Send Invoice To:

City Engineering's Office
Laurie Slick
1 Civic Square
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

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

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

\$835,800.00

* 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.

Bradley Pease
Director

Zac Jackson
CFO

CONTROL NO. 118019

The Etica Group, Inc.
Engineering Department - 2026
Appropriation #2200 0 44-628.71 2024 Bond Fund; P.O. #118118
Contract Not To Exceed \$90,000.00

**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 The Etica Group, Inc. (the "Professional"), as City Contract dated August 20, 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: _____

The Etica Group, Inc.

By: Jessica Nickloy

Authorized Signature

Jessica Nickloy

Printed Name

President/CEO

Title

FID/TIN: 03-0557006

Date: 7/28/2026

AMENDMENT NO. 1 – BIDDING & CA (#42)



Date:

June 3, 2026

Project:

**Renovation of
Carmel Fire Station 42**
3610 W. 106th Street
Carmel, IN 46032

Owner:

City of Carmel
One Civic Square
Carmel, IN 46032

Owner's Representative:

CTI Construction, LLC
1016 3rd Ave, SW, Suite 200
Carmel, IN 46032

Architect / Engineer:

The Etica Group, Inc.
8720 Castle Creek Parkway East Drive
Suite 400
Indianapolis, IN

1. SCOPE OF AMENDMENT

The scope outlined below will be performed for each fire station and treated as separately bid projects and activities.

A. BIDDING PHASE

- Preparation of applications and documents for state / local regulatory approval
- Attend Prebid Meeting
- Review and respond to Bidder questions via addenda
- Review of bids, subcontractors & products, and compliance with contract documents to identify irregularities
- Provide recommendations on acceptance of bids

B. CONSTRUCTION ADMINISTRATION PHASE

- Attend Pre-Construction Meeting
- Review submittals including product data, samples, and shop drawings for compliance with the Contract Documents. Two reviews per submittal maximum.
- Review and respond to Contractor RFIs.
- Provide clarifications if required through Architect's supplemental instructions.
- Review & approve change requests and change orders.
- Attend construction progress meetings every two weeks.
- Perform field observation and report every two weeks in conjunction with the progress meetings.
- Review and approve monthly applications for payment submitted by the Contractor.
- Perform up to two punch lists and provide a certificate of substantial completion.
- Prepare a final punch inspection and final completion report.
- Review operation and maintenance manuals.
- Review Contractor provided record drawings.

2. PROFESSIONAL FEES

Fee proposals are outlined for each station. The proposal assumes that design for each station will be similar, and the design phase activities will operate on a concurrent schedule. Bidding and Construction Administration are excluded at this time.

Description		Station 42
Bidding		\$9,500
Construction Administration		\$35,500
Total		\$45,000

Based on the proposed scope, the total lump-sum fee for amendment No. 1 is **\$45,000.00** for architecture and engineering services. Reimbursable expenses are in addition to the lump-sum fee outlined below.

Reimbursable Expenses

Description
Project Related Mileage
Printing / Reproduction
Regulatory Application Fees
Electronic Record Drawings

3. EXCLUSIONS

The following services are not provided but may be included under separate agreements:

- This proposal assumes all utility services to the building are of adequate size to accommodate the needs of the building alterations. No new water, waste, storm, gas or electrical services to the building are expected and are not included as part of this proposal.
- This is not a LEED project, and no services are included to meet and / or document any LEED requirements.
- Systems or building commission services are excluded.
- Electronic record drawings are excluded.
- Furniture, fixtures, and equipment (FFE) design
- Excludes design for AV, security, IT, or other notification systems. Includes rough-in locations for these systems as provided by the Owner.

Date:

June 3, 2026

Project:

**Renovation of
Carmel Fire Station 46**
540 W. 136th Street
Carmel, IN 46032

Owner:

City of Carmel
One Civic Square
Carmel, IN 46032

Owner's Representative:

CTI Construction, LLC
1016 3rd Ave, SW, Suite 200
Carmel, IN 46032

Architect / Engineer:

The Etica Group, Inc.
8720 Castle Creek Parkway East Drive
Suite 400
Indianapolis, IN

1. SCOPE OF AMENDMENT

The scope outlined below will be performed for each fire station and treated as separately bid projects and activities.

A. BIDDING PHASE

- Preparation of applications and documents for state / local regulatory approval
- Attend Prebid Meeting
- Review and respond to Bidder questions via addenda
- Review of bids, subcontractors & products, and compliance with contract documents to identify irregularities
- Provide recommendations on acceptance of bids

B. CONSTRUCTION ADMINISTRATION PHASE

- Attend Pre-Construction Meeting
- Review submittals including product data, samples, and shop drawings for compliance with the Contract Documents. Two reviews per submittal maximum.
- Review and respond to Contractor RFIs.
- Provide clarifications if required through Architect's supplemental instructions.
- Review & approve change requests and change orders.
- Attend construction progress meetings every two weeks.
- Perform field observation and report every two weeks in conjunction with the progress meetings.
- Review and approve monthly applications for payment submitted by the Contractor.
- Perform up to two punch lists and provide a certificate of substantial completion.
- Prepare a final punch inspection and final completion report.
- Review operation and maintenance manuals.
- Review Contractor provided record drawings.

2. PROFESSIONAL FEES

Fee proposals are outlined for each station. The proposal assumes that design for each station will be similar, and the design phase activities will operate on a concurrent schedule. Bidding and Construction Administration are excluded at this time.

Description		Station 46
Bidding		\$9,500
Construction Administration		\$35,500
Total		\$45,000

Based on the proposed scope, the total lump-sum fee for amendment No. 2 is **\$45,000.00** for architecture and engineering services. Reimbursable expenses are in addition to the lump-sum fee outlined below.

Reimbursable Expenses

Description
Project Related Mileage
Printing / Reproduction
Regulatory Application Fees
Electronic Record Drawings

3. EXCLUSIONS

The following services are not provided but may be included under separate agreements:

- This proposal assumes all utility services to the building are of adequate size to accommodate the needs of the building alterations. No new water, waste, storm, gas or electrical services to the building are expected and are not included as part of this proposal.
- This is not a LEED project, and no services are included to meet and / or document any LEED requirements.
- Systems or building commission services are excluded.
- Electronic record drawings are excluded.
- Furniture, fixtures, and equipment (FFE) design
- Excludes design for AV, security, IT, or other notification systems. Includes rough-in locations for these systems as provided by the Owner.

 CITY OF CARMEL, INDIANA ONE CIVIC SQUARE CARMEL, INDIANA 46032-2584	INDIANA RETAIL TAX EXEMPT CERTIFICATE NO. 003120155 002 0	Page 1 of 1
	FEDERAL EXCISE TAX EXEMPT 35-6000972	PURCHASE ORDER NUMBER 118118
	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
8/7/2025			371824	Professional Services Agreement - 08.13.25 - 24-CFD-03

VENDOR	THE ETICA GROUP, INC. 8720 CASTLE CREEK PKWY EAST SUITE 400 INDIANAPOLIS, IN 46250 -	SHIP TO	City Engineering's Office 1 Civic Square Carmel, IN 46032- Laurie Slick
---------------	---	----------------	--

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
103625				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
----------	-----------------	-------------	------------	-----------

Department: 2200 Fund: 0 2024 Bond

Account: 44-628.71

1	Each	24-CFD-03 - Station 42 & 46 Renovation - Design	\$189,161.47	\$189,161.47
1	Each	ASA 1 - 24-CFD-03 - Station 46 Renovation - Design	\$45,000.00	\$45,000.00
1	Each	ASA 2 - 24-CFD-03 - Station 42 Renovation - Design	\$45,000.00	\$45,000.00
			Sub Total	\$279,161.47

Send Invoice To:
City Engineering's Office
Laurie Slick
1 Civic Square
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

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

SHIPPING INSTRUCTIONS

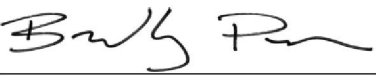
- *SHIP PREPAID.
- *C.O.D. SHIPMENT CANNOT BE ACCEPTED.
- *PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING
- *THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, AC AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THER

PAYMENT

\$279,161.47

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

ORDERED BY



Bradley Pease
Director



Zac Jackson
CFO

TITLE

CONTROL NO. 118118

RESOLUTION NO. BPW 08-05-26-01

RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY
ACKNOWLEDGING AGREEMENT BETWEEN CITY AND VENDOR

WHEREAS, pursuant to Indiana Code 36-1-4-7, the City of Carmel, Indiana (“City”), is authorized to enter into contracts; and

WHEREAS, pursuant to Indiana Code 36-4-5-3, the City’s mayor may enter into contracts on behalf of the City; and

WHEREAS, pursuant to her authority under Indiana law, the City’s mayor, the Honorable Sue Finkam, has caused to be signed the Agreement attached hereto (the “Contract”); and

WHEREAS, Mayor Finkam now wishes to present the contract to the City’s Board of Public Works and Safety for it to be publicly acknowledged, filed in the Clerk’s Office, and made available to the public for review.

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

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

2. The receipt of the Contract is hereby acknowledged.

3. The Contract shall be promptly filed in the office of the Clerk and thereafter made available to the public for review.

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: _____

INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY

PROJECT COORDINATION CONTRACT

CONTRACT #00000000000000000000101125

Des. No.: 2400599

UEI #: FY55BHEGR2J5

CFDA No.: 20.205

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

NOTICE TO PARTIES

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

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

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

With a copy to:

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

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

INDOT Greenfield District
32 South Broadway
Greenfield, Indiana 46140

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

City of Carmel
One Civic Square
Carmel, Indiana 46032

RECITALS

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

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

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

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

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

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

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

I. PROJECT DESCRIPTION.

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

Des. No. **2400599**

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

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

II. LPA RESPONSIBILITIES.

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

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

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

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

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

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

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

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

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

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

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

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

III. INDOT RESPONSIBILITIES.

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

IV. PROJECT FUNDS.

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

V. TERM AND SCHEDULE.

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

VI. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

6.6. Compliance with Laws.

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

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

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

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

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

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

6.6.6. As required by IC §5-22-3-7:

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

6.7. Debarment and Suspension.

1. The LPA certifies by entering into this Contract that neither it nor its principals nor any of its contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the LPA.
2. The LPA certifies that it will verify the state and federal suspension and debarment status for all contractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. The LPA shall immediately notify INDOT if any contractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by INDOT to terminate its contractual relationship with the contractor for work to be performed under this Contract.

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

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

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

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

6.9. Disputes.

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

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

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

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

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

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

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

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

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

6.12. Force Majeure. In the event that any Party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as a "Force Majeure Event"), the Party who has been so affected shall immediately or as soon as reasonably possible under the circumstances give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

6.13. Funding Cancellation Clause. As required by Financial Management Circular 3.3 and IC 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

6.14. Governing Laws. This Contract shall be governed, construed and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

6.15. Indemnification. The LPA agrees to indemnify, defend, exculpate, and hold harmless the State of Indiana, and INDOT and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:

- A. of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- B. of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- C. of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.21. Prohibited Telecommunications and Video Surveillance Equipment and Services.

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

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

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

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

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

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

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

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Non-Collusion and Acceptance

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

Agreement to Use Electronic Signatures

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

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

City of Carmel
Signed by:
By: Sue Pinkam
F2811D170A1F460...
Title: Mayor
Date: 5/21/2026 | 11:58 EDT

Indiana Department of Transportation
Signed by:
By: Eaton-Mckalip, Kathy - 00800
BC7308F386E24E1...
Title: Director, Local Programs
Date: 5/21/2026 | 13:20 EDT

Electronically Approved by:
Department of Administration

Electronically Approved by:
State Budget Agency

By: (for) Brandon Clifton, Commissioner

By: (for) Chad Ranney, Director

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

ATTACHMENT A
PROJECT FUNDS

I. Project Costs.

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

Phase	Amount
Preliminary Engineering	\$
Right-of-Way	\$
Railroad	\$
Utilities	\$
Construction	\$ 2,415,948.00
Construction Inspection	\$ 265,754.00

- B. The maximum amount of federal funds allocated to this project is **\$2,681,702.00**.
- C. The LPA understands and agrees that it is INDOT's policy to only allow non-discretionary changes to a Project scope after bidding. Changes to the Project scope after bidding that are by the choice of the LPA and are not required to complete the Project will not be eligible for federal-aid funds and must be funded 100% locally.
- D. The LPA understands and agrees that the federal-aid funds allocated to the Project are intended to accomplish the original scope of the Project as designed. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the Local Program.
- E. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.B. of **Attachment A** of this Contract) signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.
- F. Every project must have a project end date based upon the reasonable timeframe for the project phase to be completed. If a project end date lapses, the project is no longer eligible for federal reimbursement in accordance with 2 CFR 200. See <https://www.in.gov/indot/2833.htm>.
- G. Costs will be eligible for FHWA participation provided that the costs:
- (1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;
 - (2) Are verifiable from INDOT's or the LPA's records;

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

II. Billings.

A. Billing:

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

III. Repayment Provisions.

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

[illegible]

	STIND/000000000000000000000000101125:	Approved
	IDOA Legal Approval	
		Approved Jennifer L Jansen-00061 IDOA Legal2 Approval for SCM 05/28/26 - 4:17 PM

[illegible]

City of Carmel Project 25-05

Carmel School Zone Flashers

CHANGE ORDER #1

APPROVED
By Sergey Orlovskiy on 7/28/2020

Final balance change order and addition of foundation removal line item to the contract.

Contract Price prior to this Change Order	\$103,000.00
Contract Price will be increased/decreased by this Change Order	-\$2,875.40
New Contract Price including this Change Order	\$100,124.60

	Amount	Adjusted Contract Price	Cumulative % Change from Original Contract
Original Contract	\$103,000.00		
CO1	-\$2,875.40	\$100,124.60	-2.8%



TO:

CONTRACT CHANGE ORDER NO.: 1
DATE: 7/27/26
PROJECT NAME: Carmel School Zone Flashers
CITY PROJECT NO.: 25-05
CITY PO NO.: 118224
CITY PO DATE: 9/22/25

- I. You are directed to make the following changes in this Contract:
Final balance change order and addition of foundation removal line item to the contract.

	ITEM	AMOUNT	SCHEDULED ADJUSTMENT (+) OR (-) DAYS
II.	The following referenced Documents further describe the changes outlined in Paragraph I, and are to be considered a part of this Change Order: R.F.P.: _____ W.D.C. No.: _____ Other: _____		

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

Contract Price prior to this Change Order	\$	<u>103,000.00</u>
Contract Price will be decreased by this Change Order	\$	<u>2,875.40</u>
New Contract Price including this Change Order	\$	<u>100,124.60</u>

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

Net increased/decreased resulting from this Change Order 0 Days

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

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

The Above Changes Are
Recommended

The Above Changes Are
Accepted:

Approved:

City of Carmel
ENGINEER
1 Civic Square
Address
Carmel, IN 46033
City/State/Zip
317-571-2441
Phone
7/28/2026
Date
Jarrod Huff
Signature

Morphey Constuction Inc.
CONTRACTOR
1499 N Sherman Dr
Address
Indianapolis, IN 46201
City/State/Zip
317-356-9250
Phone
7/27/2026
Date
Eric Voight
Signature

Laura Campbell, Presiding Officer
James Barlow, Member
Alan Potasnik, Member
Brad Pease, PE, City Engineer
ATTEST:
Jacob Quinn, Clerk
Date

INTERLOCAL AGREEMENT BETWEEN THE HAMILTON COUNTY SOLID WASTE
BOARD AND THE CITY OF CARMEL

WITNESS THAT:

WHEREAS, the Hamilton County Solid Waste Board obtains tax revenues and has an annual budget to carry out the purposes imposed upon the Solid Waste Board by Indiana law; and,

WHEREAS, one of the services partially funded by the Hamilton County Solid Waste Board is the collection of household hazardous waste; and,

WHEREAS, the City of Carmel maintains a facility and services to collect household hazardous waste from citizens of the City of Carmel; and,

WHEREAS, the citizens of the City of Carmel pay taxes and revenues which are used by the Hamilton County Solid Waste Board; and,

WHEREAS, it is just and reasonable for the Hamilton County Solid Waste Board to assist the City of Carmel in providing household hazardous waste collection services to citizens of the City of Carmel.

IT IS THEREBY AGREED by and between the Hamilton County Solid Waste Board and the City of Carmel as follows:

1. The Hamilton County Solid Waste Board agrees to pay to the City of Carmel the amount of \$37,352 to assist the City in providing household hazardous waste collection services to the citizens of the City of Carmel for the calendar year 2027
2. The above amount shall be paid to the City of Carmel annually.
3. The City of Carmel agrees to use the funds provided by the Hamilton County Solid Waste Board solely for the purposes set out herein.
4. The Solid Waste Board and the City of Carmel, acting by its Board of Public Works and Safety, ratify and approve this Agreement

Dated: 7/27/2026

HAMILTON COUNTY SOLID
WASTE BOARD

Chris Jensen



Mark Heibrandt



Christine Altman



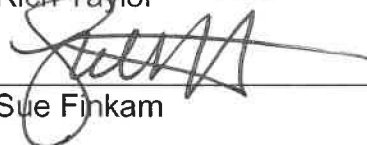
Steven C. Dillinger



Brad Beaver



Rich Taylor



Sue Finkam

Approved and Adopted this ____ day of _____, 20____.

CITY OF CARMEL, INDIANA

By and through its Board of Public Works and Safety

BY:

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

CHANGE ORDER

APPROVED
By Sergey Grechukhin at 2:05 pm, Jul 28, 2025

Change Order No. 1Date: September 8th, 2025Name of Project: West Ground Storage Tank Booster Pump StationOwner: City of Carmel, IndianaContractor: Thieneman Construction, Inc.

The following changes are hereby made to the Agreement:

Description of Change in Work:

1. Labor and materials for wiring, conduit, and I/O for connecting the gen-set to booster pump station electrical infrastructure.
2. Labor and materials for wiring, conduit, and I/O for connecting the PAX active mixer system to the booster pump station's electrinfrastructure.

Justification:

Additional wiring, conduit, and IO are necessary to allow for the PAX active mixer system and gen-set to function as intended.

Original Contract Price: \$5,497,000

Previous Changes to Contract Price: N/A

Current Contract Price adjusted by previous
Change Order(s): \$5,497,000The Contract Price due to this Change
Order will be increased by: \$22,875The new Contract Price including this
Change Order will be: \$5,519,875**Contract Time is Unchanged:**The date for substantial completion of work will be April 1st, 2026.
(Date)The date for completion of all work will be May 1st, 2026.
(Date)Requested by: City of Carmel
(Owner) (Date)Recommended by: *Rylan Elliott* September 8th, 2025
(Consulting Engineer) (Date)Accepted by: _____
(Contractor) (Date)

Approved and Adopted this _____ day of _____, 20 ____.

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

BY:

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

CHANGE ORDERAPPROVED
By Sergey Greshchukhin at 2:05 pm, Jul 28, 2026Change Order No. 2Date: May 4th, 2026Name of Project: West Ground Storage Tank Booster Pump StationOwner: City of Carmel, IndianaContractor: Thieneman Construction, Inc.

The following changes are hereby made to the Agreement:

Description of Change in Work:

1. Labor and materials for VFD panel(s) revisions to meet owner wiring and labeling preferences.
2. Labor and materials for PLC panel revisions to meet owner wiring and labeling preferences.

Justification:

PLC and VFD panel(s) were fabricated without all owner preferences for wiring and labelling being incorporated. This required modification, reconfiguration, and upsizing for the equipment post-fabrication.

Original Contract Price: \$5,497,000.00

Previous Changes to Contract Price: \$22,875.00

Current Contract Price adjusted by previous
Change Order(s): \$5,519,875.00The Contract Price due to this Change
Order will be increased by: \$17,544.00The new Contract Price including this
Change Order will be: \$5,537,419.00**Contract Time is Changed:**The date for substantial completion of work will be July 31st, 2026.
(Date)The date for completion of all work will be August 31st, 2026.
(Date)Requested by: City of Carmel
(Owner) (Date)Recommended by: Rylan Elliott
(Consulting Engineer) May 4th, 2026
(Date)Accepted by: Andrew Drinnon
(Contractor) May 4, 2026
(Date)

Approved and Adopted this _____ day of _____, 20 ____.

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

BY:

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

Information

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

Carmel HS Class of 1981 - 45th Reunion Social Get Together, we did the same thing at Midtown for our 40th Reunion in 2021 and people really enjoyed it

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

☒ Yes ☐ No

Event Date Start *

9/11/2026

Event Date End *

9/11/2026

Rain Date *

9/11/2026

If multiple dates, please list

no rain date

Set-Up time: *

4 00 00 PM

Tear Down (End) time: *

10 00 00 PM

Event Start time: *

5:00:00 PM

Event End time: *

9:00:00 PM

Rehearsal

☒ No ☐ Yes

Number of People Expected: *

40

Fees?

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

☐ Yes ☒ No

2. STREET(S) REQUESTED:

Neighborhood

n/a

Name/Streets to be closed

Include addresses as appropriate

Upload Map

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

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)
☐ Traffic Control (Extra fees may apply)
☐ On-site Security (Assigned off-duty CPD officers, extra fees will apply)
☐ No Parking Signs (Pick up at Carmel Police Department)
☐ Trash Trailer (\$150 fee may be applied for use)
☒ N/A
☐ Other

5. EVENT SET UP:

- ☐ Stage

Size of Stage

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

10x10 tent

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

- ☐ Bounce House
☐ N/A
☐ Other

N/A

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 *** Jeffery G Watkins**Email ***

[REDACTED]

Phone Number: *

[REDACTED]

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

Street Address

[REDACTED]

Address Line 2

City

CARMEL

Postal / Zip Code

46032

State / Province / Region

IN

Country

United States

Organization Type: * Individual**Residency**

Is the requestor a citizen of the City of Carmel?

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

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 High School Class of 1981

Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Jeffery G Watkins

Printed Name and Title (If applicable)

*

[Redacted]

[Redacted] (Required)

[Redacted]

Address of Organization/Applicant

7/7/2026

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

Submitted RIGHT at 60 days

Request submission date: 07/01/2026

Midtown Plaza Only

Department Review:

MAC:

CFD:

ENG:

STREETS:

CPD:

PARKS:

Information

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

There will be a peaceful Statewide Weekend of Witness to honor the memory of those who died in custody and draw attention to ongoing medical neglect of immigrant detainees at Miami Correctional Facility in Kokomo. This event would seek to inform local residents, connect them to local mutual aid groups helping impacted families, and bring residents together as a community. We may also have a vigil component with guests but that's still being determined. This would be an inclusive event respectful of all faiths.

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

☐ Yes ☒ No

Event Date Start *

8/30/2026

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

Event Date End *

8/30/2026

Rain Date *

8/30/2026

If multiple dates, please list

Set-Up time: *

4:00:00 PM

Tear Down (End) time: *

10:00:00 PM

Event Start time: *

5:00:00 PM

Event End time: *

9:00:00 AM

Rehearsal

☒ No ☐ Yes

Number of People Expected: *

50

Fees?

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

☐ Yes ☒ No

2. STREET(S) REQUESTED:



**Neighborhood
Name/Streets to be
closed**



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)
- ☐ Traffic Control (Extra fees may apply)
- ☐ On-site Security (Assigned off-duty CPD officers, extra fees will apply)
- ☐ No Parking Signs (Pick up at Carmel Police Department)
- ☐ Trash Trailer (\$150 fee may be applied for use)
- ☐ N/A
- ☐ Other

5. EVENT SET UP:



- ☐ Stage

Size of Stage

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

possibly small shade tents

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

- ☐ Bounce House
- ☐ N/A
- ☐ Other

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 *

Courtney L Osters

Email *

[REDACTED]

Phone Number: *

[REDACTED]

Cell Number:

[REDACTED]

Name/Organization:

Indiana Organizing Project

Address

Street Address

[REDACTED]

Address Line 2

[REDACTED]

City

Carmel

Postal / Zip Code

46032

State / Province / Region

INDIANA

Country

United States

Organization Type: *

Non-Profit Organization

Residency

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

- ☐ Yes
- ☒ No

SECURITY DEPOSIT AND FEE:

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

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

DISCLAIMER:

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.

Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Printed Name and Title (If applicable)

*

[Redacted] (Required)

[Redacted]

Address of Organization/Applicant

7/1/2026

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

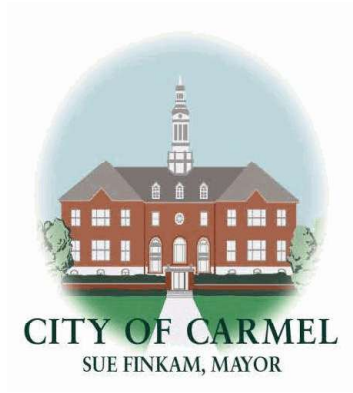
Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____



7/21/2026

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

Re: Consent to Encroach (Fence and shed) at 709 Howe Dr

Dear Board Members:

A Consent to Encroach document signed by Sellers, Angela & David Bishop jtrs, owners of the property with the common address 709 Howe Dr , is submitted to the Board for signatures. A variance for the encroachment is also submitted to the Board of Public Works for approval during the 08/05/2026 BPW meeting.

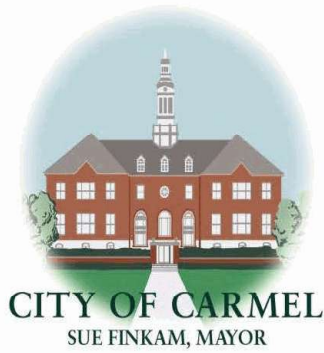
The Department of Engineering has reviewed and approved the encroachment document. Upon approval and signature by the Board Members the document will be recorded with the Hamilton County Recorder's Office.

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



7/21/2026

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

Re: Request for Variance (Fence and shed) at 709 Howe Dr

Dear Board Members:

Sellers, Angela & David Bishop jtrs, owner of the property with the common address 709 Howe Dr, have requested a variance from the Carmel City Code Section 6-227(a)(4) for the installation of a Fence and shed within a portion of the lot designated as an easement. Generally, the improvement is proposed to be installed at the location indicated on the attached exhibit.

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

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

Respectfully,

Bradley Pease, PE
City Engineer

CONSENT TO ENCROACH

APPROVED
By Sergey Grechukhin at 3:07 pm, Jul 21, 2026

THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Sellers, Angela & David Bishop jtrs, 709 Howe Dr, Carmel, Hamilton County, Indiana 46032, (individually and collectively, "Owner"), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety ("City").

WITNESSETH:

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

WHEREAS, the official plat of the Subdivision was recorded in PB 16 PG 86-88, Instrument Number 8825612 in the Office of the Hamilton County Recorder on 12/01/1988, as ROHRER WOODS, section 1 (the "Plat"); and

WHEREAS, the current Owner wishes to install a Fence and shed 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, utility, sewer and non-access easement and a 20-foot drainage, utility and sewer easement , identified as "10' D.U. & S.E. & N.A.E. and 20' D.U.&SE" on Exhibit B (the "Easement"); and

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

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

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

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

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

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

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

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

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

"OWNER"

PROPERTY OWNER

PROPERTY OWNER

David L. Bishop

Printed Name

David L. Bishop

Signature

Date: 7/21/2026

Angela C. Sellers

Printed Name

Angela C. Sellers

Signature

Date: 7/21/2026

STATE OF INDIANA)

COUNTY OF Hamilton) SS:



Before me, a Notary Public in and for said County and State, personally appeared
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 21 day of July, 2026.

David Bishop & Angela Sellers

My Commission Expires:

January 01, 2032

Jessica Dieckman
NOTARY PUBLIC

Jessica Dieckman
Printed Name

My County of Residence: Hamilton

"CITY"

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

BY: _____
Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

Jacob Quinn, Clerk

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

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

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

My Commission Expires:

NOTARY PUBLIC

Printed Name

My County of Residence: _____

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

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

Land Description

I, the undersigned, hereby certify that the within plat is a representation of the lands surveyed, subdivided and platted under my direct supervision and control and that it is true and correct to the best of my knowledge and belief.

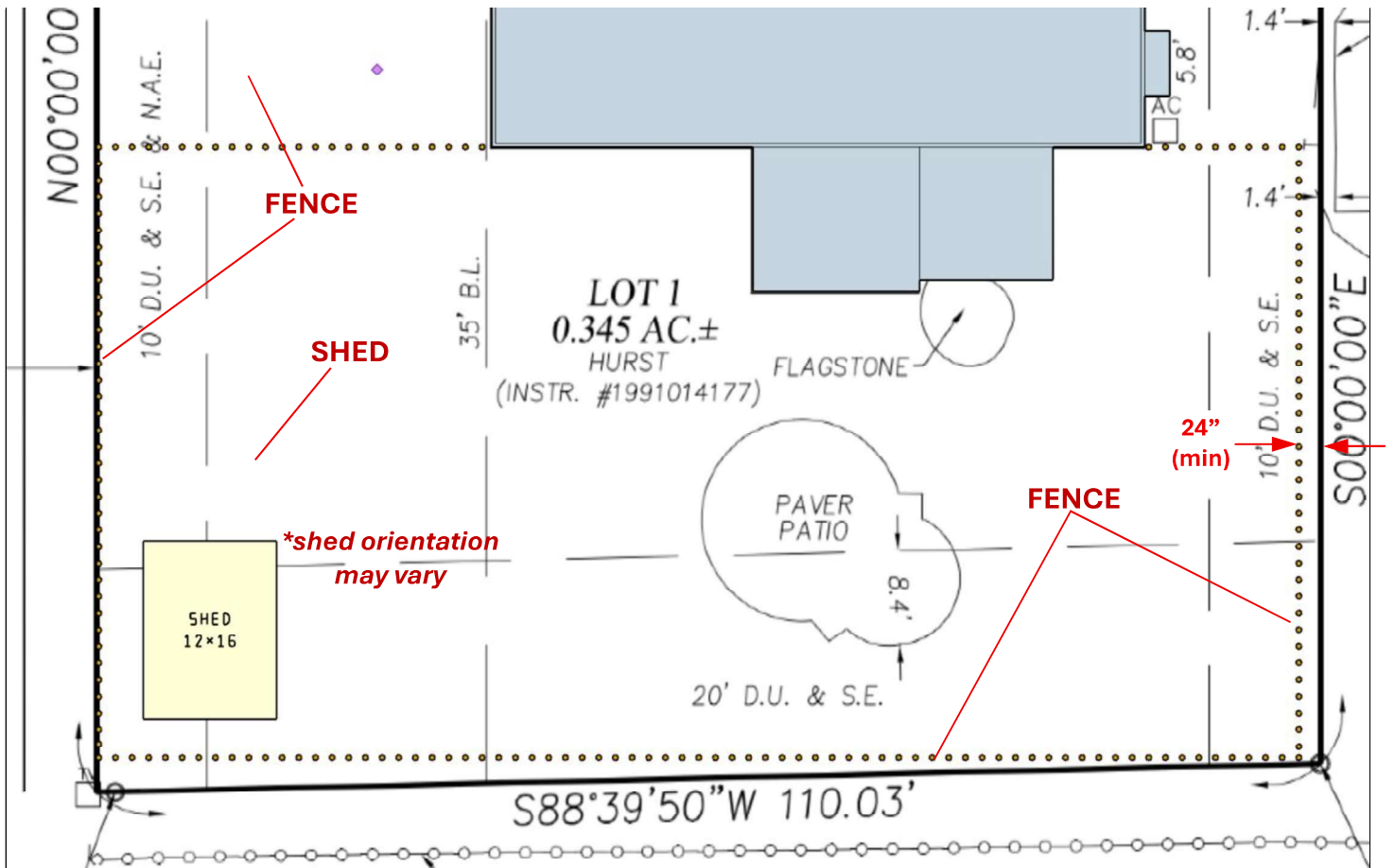
Part of the Northwest Quarter of Section 24, Township 18 North, Range 3 East, in Hamilton County, Indiana.

Beginning at the Southwest Corner of said Quarter Section (said point being the Northwest Corner of Village of Mount Carmel Ninth Section, the plat of which is recorded in Plat Book 7, Page 30-33 in the Office of the Recorder of Hamilton County, Indiana); thence North 00 degrees 00 minutes 00 seconds East (Assumed Bearing) along the west line of said Quarter Section a distance of 546.08 feet to the Southwest Corner of Hunter's Creek Village Section 3, the plat of which is recorded in Plat Book 11, Page 17-19 in said Recorder's Office; thence North 88 degrees 39 minutes 22 seconds East along the south line of Hunter's Creek Village Section 3 a distance of 364.84 feet to the Southeast Corner of said Hunter's Creek Village Section 3; thence South 00 degrees 00 minutes 00 seconds West, parallel with the said west line a distance of 141.89 feet; thence South 03 degrees 09 minutes 50 seconds East a distance of 136.14 feet; thence North 76 degrees 17 minutes 09 seconds East a distance of 48.71 feet; thence North 68 degrees 06 minutes 40 seconds East a distance of 78.49 feet; thence South 48 minutes 16 minutes 16 seconds East a distance of 98.36 feet; thence North 41 degrees 43 minutes 44 seconds East a distance of 10.58 feet; thence South 48 degrees 16 minutes 16 seconds East a distance of 151.18 feet; thence South 02 degrees 30 minutes 53 seconds East a distance of 143.43 feet to the north line of said Village of Mount Carmel Ninth Section; thence South 88 degrees 39 minutes 50 seconds West along the said north line a distance of 692.16 feet to the Beginning Point, containing 6.431 acres, more or less.

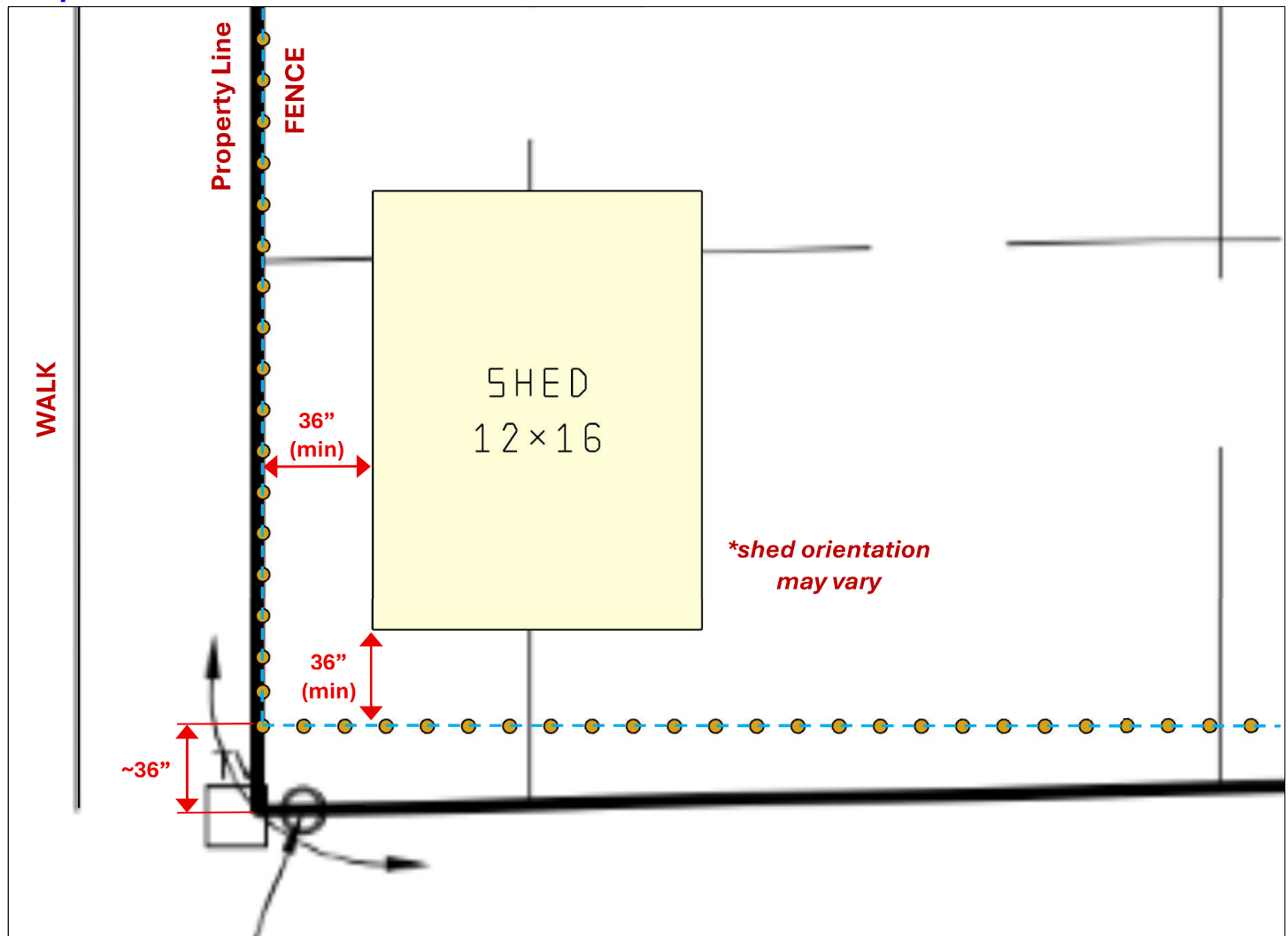
This subdivision consists of 14 lots number 1 through 14, together with streets, easements and public ways as shown on the within plat.

The size of lots and widths of streets and easements are shown in figures denoting feet and decimal part thereof.

Exhibit B



Proposed Location of Fence & Shed – Shed Detail



CTE - 709 HOWE DR - BISHOP, SELLERS

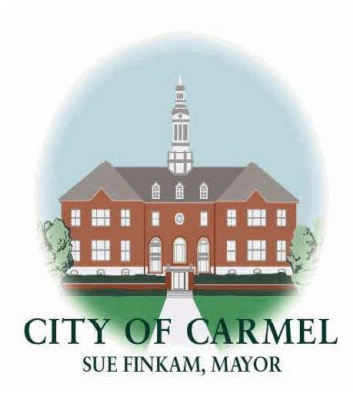
Final Audit Report

2026-07-21

Created:	2026-07-21
By:	Karla Holdcraft (kholdcraft@carmel.in.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsKC-3J5Qcd5vh7D2cigOmcm2_oIMsqtL

"CTE - 709 HOWE DR - BISHOP, SELLERS" History

-  Document created by Karla Holdcraft (kholdcraft@carmel.in.gov)
2026-07-21 - 7:16:13 PM GMT
-  Document emailed to Bradley Pease (bpease@carmel.in.gov) for signature
2026-07-21 - 7:16:36 PM GMT
-  Email viewed by Bradley Pease (bpease@carmel.in.gov)
2026-07-21 - 7:22:38 PM GMT
-  Document e-signed by Bradley Pease (bpease@carmel.in.gov)
Signature Date: 2026-07-21 - 7:22:54 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_IMAGE
-  Agreement completed.
2026-07-21 - 7:22:54 PM GMT



7/14/2026

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

Re: Consent to Encroach (screen porch) at 12510 Brooknell Ct

Dear Board Members:

A Consent to Encroach document signed by Fiedler, Derek A, owners of the property with the common address 12510 Brooknell 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 08/05/2026 BPW meeting.

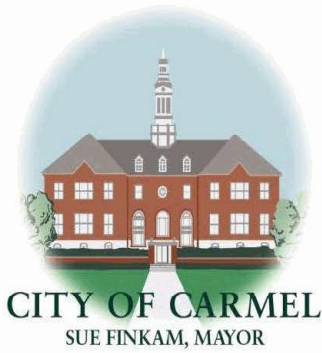
The Department of Engineering has reviewed and approved the encroachment document. Upon approval and signature by the Board Members the document will be recorded with the Hamilton County Recorder's Office.

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



7/14/2026

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

Re: Request for Variance (screen porch) at 12510 Brooknell Ct

Dear Board Members:

Fiedler, Derek A, owner of the property with the common address 12510 Brooknell Ct, have requested a variance from the Carmel City Code Section 6-227(a)(4) for the installation of a screen porch 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 Fiedler, Derek A, 12510 Brooknell 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 133 ("Lot") in LAKES AT HAZEL DELL, section 1, which is located within the corporate limits of the City of Carmel, Indiana ("Subdivision"), which real estate is more particularly described in Exhibit A, attached hereto and incorporated herein by the reference; and

WHEREAS, the official plat of the Subdivision was recorded in PC 2 SLIDE 295, Instrument Number 9944846 in the Office of the Hamilton County Recorder on 07/28/1999, as LAKES AT HAZEL DELL, section 1 (the "Plat"); and

WHEREAS, the current Owner wishes to install a screen porch 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, utility and sewer easement, identified as "10' D.U. & S. Easement" 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

Derek Fiedler

Printed Name

Derek Fiedler

Signature

Date: 7/9/26

PROPERTY OWNER

Printed Name

Signature

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared Derek Fiedler
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 9th day of July, 2026.

My Commission Expires:

June 19, 2032

Hemalkumar Patel

NOTARY PUBLIC

Hemalkumar Patel

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

Common Area 3 and 4A in The Lakes at Hazel Dell Section 1, the plat of which is recorded in Plat Cabinet 2, Slide 295 as Instrument Number 199909944846 in the Office of the Recorder of Hamilton County, Indiana, being part of the Northeast Quarter of Section 33, Township 18 North, Range 4 East of the Second Principal Meridian in Hamilton County, Indiana.

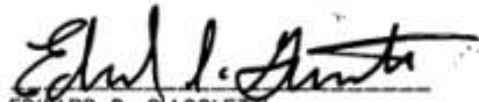
THIS REPLAT CONSISTS OF 2 COMMON AREAS NUMBERED 3 AND 4A TOGETHER WITH EASEMENTS AS SHOWN HEREON.

THE SIZE OF COMMON AREAS AND WIDTHS OF EASEMENTS ARE SHOWN IN FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF.

CROSS-REFERENCE IS HEREBY MADE TO SURVEY PLAT RECORDED AS INSTRUMENT NUMBER 99-41894 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

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

WITNESS MY SIGNATURE THIS 10TH DAY OF NOVEMBER, 2000

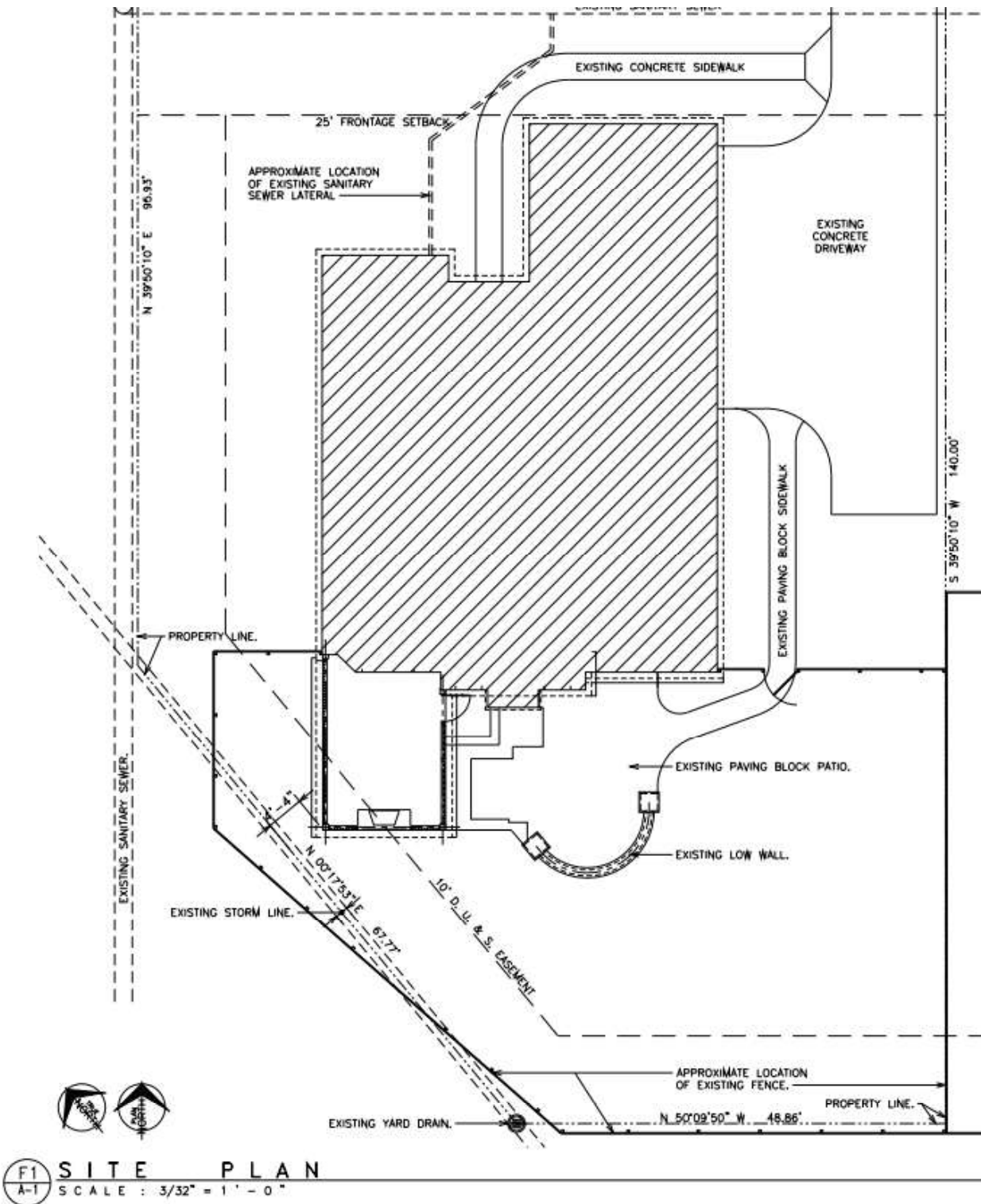


EDWARD D. GIACOLETTI
REGISTERED LAND SURVEYOR
INDIANA - #S0560



SOURCE OF TITLE: D.R. 137, PAGE 502

Exhibit B



CTE - 12510 BROOKNELL CT - FIEDLER

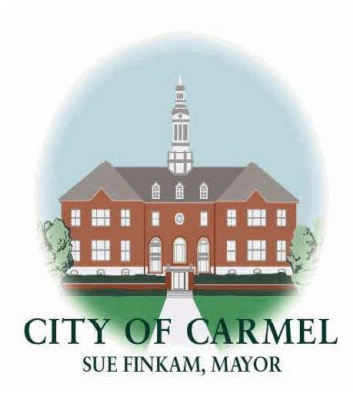
Final Audit Report

2026-07-14

Created:	2026-07-14
By:	Karla Holdcraft (kholdcraft@carmel.in.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAamenNvw-FQwI4rk3Pmj6r7p4-ZUvRE2P

"CTE - 12510 BROOKNELL CT - FIEDLER" History

-  Document created by Karla Holdcraft (kholdcraft@carmel.in.gov)
2026-07-14 - 2:58:26 PM GMT
-  Document emailed to Bradley Pease (bpease@carmel.in.gov) for signature
2026-07-14 - 2:58:54 PM GMT
-  Email viewed by Bradley Pease (bpease@carmel.in.gov)
2026-07-14 - 6:03:29 PM GMT
-  Document e-signed by Bradley Pease (bpease@carmel.in.gov)
Signature Date: 2026-07-14 - 6:03:41 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
-  Agreement completed.
2026-07-14 - 6:03:41 PM GMT



7/10/2026

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

Re: Consent to Encroach (wood deck and bocce ball court) at 0 Mitchel Ln

Dear Board Members:

A Consent to Encroach document signed by Bedford Falls of Carmel LLC, owners of the property with the common address 0 Mitchel Ln , 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 08/05/2026 BPW meeting.

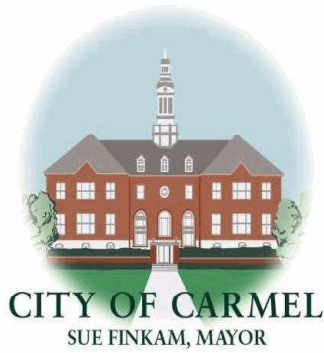
The Department of Engineering has reviewed and approved the encroachment document. Upon approval and signature by the Board Members the document will be recorded with the Hamilton County Recorder's Office.

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



7/10/2026

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

Re: Request for Variance (wood deck and bocce ball court) at 0 Mitchel Ln

Dear Board Members:

Bedford Falls of Carmel LLC, owner of the property with the common address 0 Mitchel Ln, have requested a variance from the Carmel City Code Section 6-227(a)(4) for the installation of a wood deck and bocce ball court within a portion of the lot designated as an easement. Generally, the improvement is proposed to be installed at the location indicated on the attached exhibit.

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

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

Respectfully,

Bradley Pease, PE
City Engineer

CONSENT TO ENCROACH

APPROVED
By Sergey Greshchuk at 4:04 pm, Jul 10, 2024

THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Bedford Falls of Carmel LLC, 0 Mitchel Ln, Carmel, Hamilton County, Indiana 46032, (individually and collectively, "Owner"), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety ("City").

WITNESSETH:

WHEREAS, Owner owns in fee simple Lot ("Lot") in BEDFORD FALLS OF CARMEL, 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 6 SLIDE 517, Instrument Number 2024-15933 in the Office of the Hamilton County Recorder on 05/08/2024, as BEDFORD FALLS OF CARMEL, section (the "Plat"); and

WHEREAS, the current Owner wishes to install a wood deck and bocce ball court 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 variable width drainage and utility easement , identified as "VAR. 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

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

Bedford Falls Cannel, LLC
by Scott Schutz, President

Printed Name

[Signature]

Signature

Date:

7/9/26

PROPERTY OWNER

Printed Name

Signature

Date:

STATE OF INDIANA)

) SS:

COUNTY OF

Hamilton

Before me, a Notary Public in and for said County and State, personally appeared Scott Schutz
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 9 day of July, 2026

My Commission Expires:

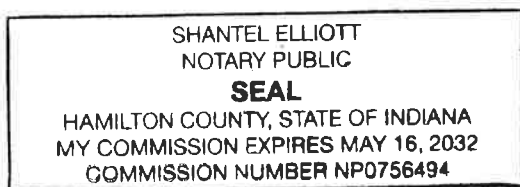
May 16, 2032

Shantel Elliott
NOTARY PUBLIC

Shantel Elliott
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

TRACT 1

PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 18 NORTH, RANGE 3 EAST IN HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING 692.5 FEET NORTH 90 DEGREES 00 MINUTES EAST (ASSUMED BEARING) OF THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 18 NORTH, RANGE 3 EAST AND ON THE NORTH LINE THEREOF; THEN NORTH 90 DEGREES 00 MINUTES EAST ON AND ALONG SAID NORTH LINE 243.5 FEET; THENCE SOUTH 00 DEGREES 40 MINUTES EAST 188.8 FEET; THENCE SOUTH 89 DEGREES 03 MINUTES WEST 95.8 FEET; THENCE NORTH 89 DEGREES 06 MINUTES WEST 50.56 FEET; THENCE NORTH 70 DEGREES 04 MINUTES 30 SECONDS WEST 105.3 FEET; THENCE NORTH 00 DEGREES 08 MINUTES WEST 153.7 FEET TO THE PLACE OF BEGINNING, CONTAINING 1.05 ACRE, MORE OR LESS.

TRACT 2

PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 18 NORTH, RANGE 3 EAST, IN HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 18 NORTH, RANGE 3 EAST 1614.76 FEET NORTH 00 DEGREES 07 MINUTES 39 SECONDS EAST (ASSUMED BEARING) OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH 00 DEGREES 07 MINUTES 39 SECONDS EAST ON AND ALONG SAID EAST LINE 530.24 FEET; THENCE SOUTH 89 DEGREES 08 MINUTES 30 SECONDS WEST PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER 470.25 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 39 SECONDS WEST PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION 530.24 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 30 SECOND EAST PARALLEL WITH THE SOUTH LINE AFORESAID 470.25 FEET TO THE BEGINNING POINT; CONTAINING 5.72 ACRES, MORE OR LESS.

Exhibit A, Con't

PART OF THE NORTHEAST QUARTER AND PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 18 NORTH, RANGE 3 EAST IN HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 18 NORTH, RANGE 3 EAST, THENCE NORTH 89 DEGREES 06 MINUTES 00 SECONDS EAST (ASSUMED BEARING) ON AND ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER 412.50 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 45 SECONDS WEST PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER 495.0 FEET; THENCE SOUTH 89 DEGREES 06 MINUTES 00 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER 412.50 FEET TO THE WEST LINE THEREOF; THENCE SOUTH 89 DEGREES 07 MINUTES 30 SECONDS WEST PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22, 364.65 FEET TO A POINT ON AN EXTENSION OF AN EXISTING FENCE LINE; THENCE NORTH 01 DEGREES 32 MINUTES 30 SECONDS WEST ON AND ALONG SAID EXTENSION OF AN EXISTING FENCE LINE OF SAID EXISTING FENCE LINE 494.97 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 07 MINUTES 30 SECONDS EAST ON AND ALONG AFORESAID NORTH LINE 378.65 FEET TO THE PLACE OF BEGINNING, CONTAINING 8.91 ACRES, MORE OR LESS.

TRACT 4

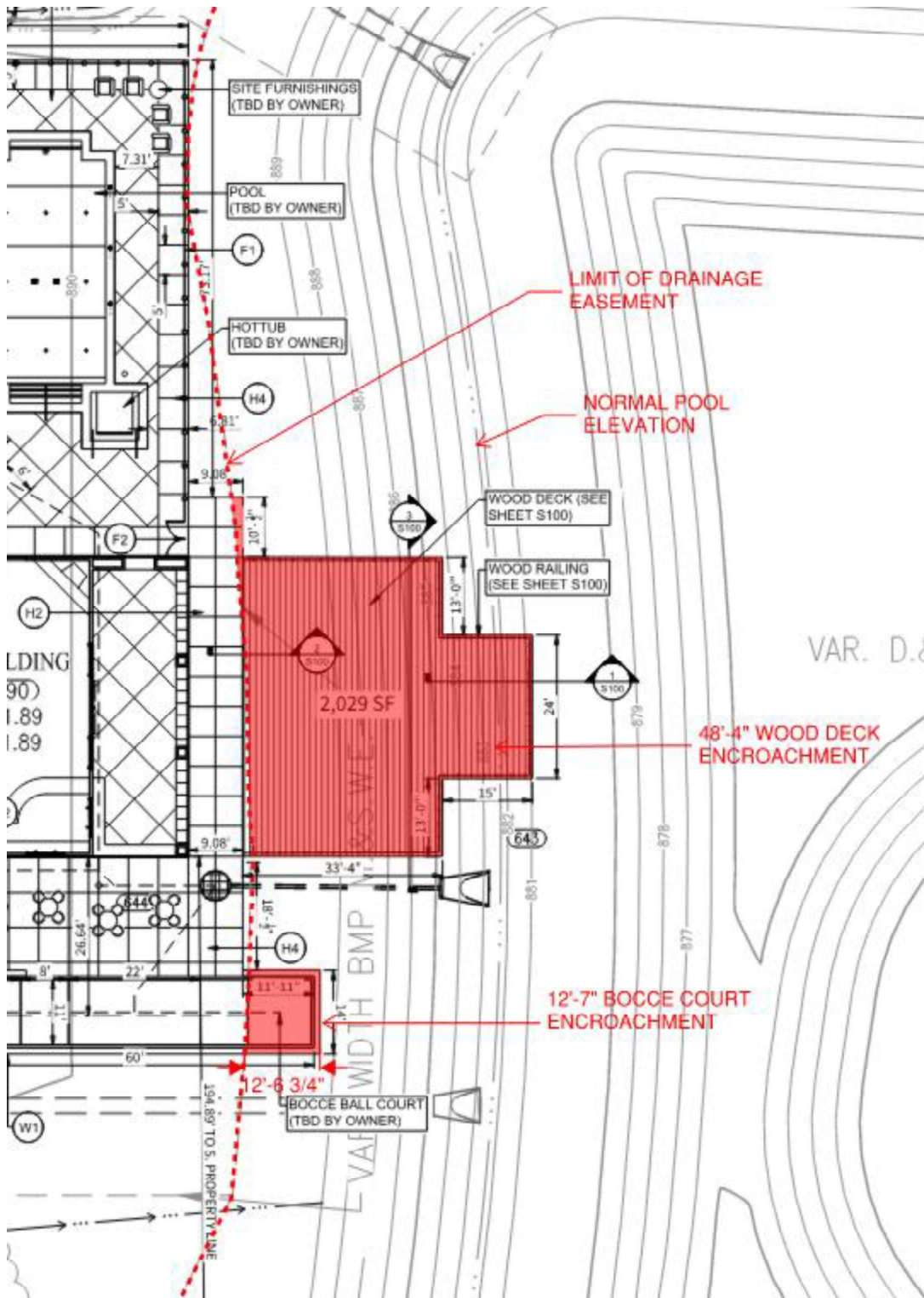
PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 18 NORTH, RANGE 3 EAST IN HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 18 NORTH, RANGE 3 EAST; THENCE NORTH 89 DEGREES 07 MINUTES 02 SECONDS EAST (ASSUMED BEARING) ON AND ALONG THE NORTH LINE OF SAID

QUARTER 692.50 FEET; THENCE SOUTH 01 DEGREE 01 MINUTE 00 SECONDS EAST 153.7 FEET TO THE PLACE OF BEGINNING, THENCE CONTINUING SOUTH 01 DEGREE 01 MINUTE 00 SECONDS EAST 871.38 FEET; THENCE NORTH 89 DEGREES 07 MINUTES 02 SECONDS EAST 136.73 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 50 SECONDS EAST 530.24 FEET; THENCE NORTH 89 DEGREES 07 MINUTES 02 SECONDS EAST 98.06 FEET TO A POINT THAT IS 495.00 FEET SOUTH 00 DEGREES 07 MINUTES 39 SECONDS WEST OF THE NORTHEAST CORNER OF SAID QUARTER AND SOUTH 89 DEGREES 07 MINUTES 02 SECONDS WEST 364.65 FEET OF THE EAST LINE OF SAID QUARTER, SAID POINT BEING THE SOUTHWEST CORNER OF A TRACT OF GROUND CONVEYED TO ROBERT MCDAVITT PER WARRANTY DEED RECORDED IN DEED RECORD 267, PAGE 245, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA; THENCE NORTH 01 DEGREE 29 MINUTES 36 SECONDS WEST ON AND ALONG THE WEST LINE OF SAID TRACT 306.17 FEET; TO THE SOUTHERLY LINE OF A TRACT OF GROUND CONVEYED TO ROBERT MCDAVITT PER WARRANTY DEED RECORDED IN DEED RECORD 222, PAGE 319 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA, (THE NEXT THREE CALLS ARE ON AND ALONG SAID DEED); THENCE SOUTH 88 DEGREES 10 MINUTES 02 SECONDS WEST 93.40 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 59 SECONDS WEST 50.56 FEET; THENCE NORTH 70 DEGREES 57 MINUTES 28 SECONDS WEST 105.30 FEET TO THE PLACE OF BEGINNING, CONTAINING 3.48 ACRES, MORE OR LESS.

EXCEPTING from the above Tracts 1, 3 and 4 that real estate conveyed to the BOARD OF COMMISSIONERS OF HAMILTON COUNTY by warranty deed recorded October 30, 2013, as Instrument 2013066530.

Exhibit B



CTE - MITCHEL LN - BEDFORD FALLS OF CARMEL LLC

Final Audit Report

2026-07-20

Created:	2026-07-10
By:	Karla Holdcraft (kholdcraft@carmel.in.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9wpE6keqYVLJ-tmavyrrQDgXEzt3f1OW

"CTE - MITCHEL LN - BEDFORD FALLS OF CARMEL LLC" History

-  Document created by Karla Holdcraft (kholdcraft@carmel.in.gov)
2026-07-10 - 8:08:17 PM GMT
-  Document emailed to Bradley Pease (bpease@carmel.in.gov) for signature
2026-07-10 - 8:08:42 PM GMT
-  New document URL requested by Karla Holdcraft (kholdcraft@carmel.in.gov)
2026-07-20 - 2:25:46 PM GMT
-  Email viewed by Bradley Pease (bpease@carmel.in.gov)
2026-07-20 - 3:10:44 PM GMT
-  Document e-signed by Bradley Pease (bpease@carmel.in.gov)
Signature Date: 2026-07-20 - 3:11:05 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
-  Agreement completed.
2026-07-20 - 3:11:05 PM GMT



7/29/2026

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

Re: Consent to Encroach (deck) at 5874 E 126th St

Dear Board Members:

A Consent to Encroach document signed by Leirer, Christopher Wayne & Kimberly Suzanne Walker jtrs, owners of the property with the common address 5874 E 126th St , 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 08/05/2026 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



7/29/2026

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

Re: Request for Variance (deck) at 5874 E 126th St

Dear Board Members:

Leirer, Christopher Wayne & Kimberly Suzanne Walker jtrs, owner of the property with the common address 5874 E 126th St, have requested a variance from the Carmel City Code Section 6-227(a)(4) for the installation of a deck within a portion of the lot designated as an easement. Generally, the improvement is proposed to be installed at the location indicated on the attached exhibit.

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

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

Respectfully,

Bradley Pease, PE
City Engineer

CONSENT TO ENCROACH

THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Leirer, Christopher Wayne & Kimberly Suzanne Walker jtrs, 5874 E 126th St, 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 135 ("Lot") in PLUM CREEK FARMS, section 4, which is located within the corporate limits of the City of Carmel, Indiana ("Subdivision"), which real estate is more particularly described in Exhibit A, attached hereto and incorporated herein by the reference; and

WHEREAS, the official plat of the Subdivision was recorded in PC 2 SLIDE 379, Instrument Number 9972701 in the Office of the Hamilton County Recorder on 12/19/1999, as PLUM CREEK FARMS, section 4 (the "Plat"); and

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

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

WHEREAS, the Site Improvement will be constructed on portions of the Lot designated as 10-foot drainage, utility and sewer easement, identified as "10' DU & SE" 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

Christopher Leiser

Printed Name

[Signature]

Signature

Date: 7/27/2026

PROPERTY OWNER

Kimberly Leiser

Printed Name

[Signature]

Signature

Date: 7-27-2026

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared
by me known, and who acknowledged the execution of the foregoing "CONSENT TO ENCROACH" as his or
her voluntary act and deed.

Christopher Leiser +
Kimberly Leiser

Witness my hand and Notarial Seal this 27 day of July, 2026

My Commission Expires:

05/06/2029

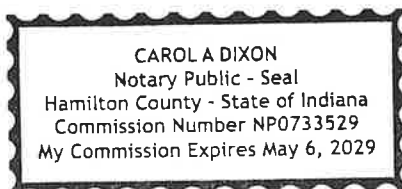
Carol A Dixon

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

HAMILTON CO.

LAND DESCRIPTION

Part of the Southwest Quarter of Section Twenty-seven (27), Township Eighteen (18) North, Range Four (4) East in Hamilton County, Indiana, described as follows:

Commencing at the Southwest corner of the said Southwest Quarter Section; thence South 89 degrees 53 minutes 43 seconds East (assumed bearing) along the South line thereof a distance of 885.65 feet to the Point of Beginning; thence continuing South 89 degrees 53 minutes 43 seconds East along the said South line a distance of 551.19 feet to the southwest corner of Plum Creek Farms Section 1 recorded as Instrument Number 9909904583 in the Office of the Recorder of said Hamilton County, Indiana; thence North 00 degrees 00 minutes 00 seconds East along the west line of said Plum Creek Farms Section 1 a distance of 206.00 feet to a Point hereinafter referred to as POINT "A" (also being the southeast corner of Plum Creek Farms Section 2 recorded as Instrument Number 9909904584 in the Office of the Recorder of said Hamilton County, Indiana); thence North 89 degrees 53 minutes 43 seconds West along the south line of said Plum Creek Farms Section 2 a distance of 817.41 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 136.05 feet to a curve having a radius of 25.00 feet, the radius point of which bears South 90 degrees 00 minutes 00 seconds East; thence southeasterly along said curve an arc distance of 39.22 feet to a point which bears South 00 degrees 06 minutes 17 seconds West from said radius point; thence South 89 degrees 53 minutes 43 seconds East, parallel with the South line of said Southwest Quarter Section, a distance of 241.34 feet; thence South 00 degrees 06 minutes 17 seconds West a distance of 45.00 feet to the Point of Beginning, containing 3.588 acres, more or less.

Also:

Commencing at aforementioned POINT "A"; (the next seven described courses being along the west line of said Plum Creek Farms Section 1); thence North 13 degrees 32 minutes 14 seconds East a distance of 75.87 feet; thence North 38 degrees 38 minutes 12 seconds East a distance of 230.14 feet; thence North 51 degrees 21 minutes 48 seconds West a distance of 188.49 feet to the Point of Beginning (said point being on a curve having a radius of 425.00 feet, the radius point of which bears South 46 degrees 32 minutes 04 seconds East); thence northeasterly along said curve an arc distance of 61.89 feet to a point which bears North 38 degrees 11 minutes 28 seconds West from said radius point; thence North 27 degrees 54 minutes 52 seconds West a distance of 122.33 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 164.39 feet; thence North 12 degrees 34 minutes 28 seconds East a distance of 71.91 feet; thence North 11 degrees 28 minutes 17 seconds West a distance of 147.39 feet to a curve having a radius of 325.00 feet, the radius point of which bears North 11 degrees 28 minutes 17 seconds West; thence southwesterly along said curve an arc distance of 65.07 feet to a point which bears South 00 degrees 00 minutes 00 seconds West from said radius point; thence North 90 degrees 00 minutes 00 seconds West a distance of 22.71 feet; thence North 00 degrees 00 minutes 00 seconds West a distance of 50.00 feet; thence South 90 degrees 00 minutes 00 seconds West a distance of 330.00 feet to a point on the east line of Plum Creek Farms Section 3 recorded as Instrument Number 9909904585 in the Office of the Recorder of said Hamilton County, Indiana; thence South 00 degrees 00 minutes 00 seconds East along said east line and the east line of said Plum Creek Farms Section 2 a distance of 206.70 feet (the next eight described courses being along the east and north lines of said Plum Creek Farms Section 2); thence South 08 degrees 13 minutes 01 seconds West a distance of 118.06 feet; thence South 19 degrees 48 minutes 33 seconds West a distance of 192.54 feet; thence South 15 degrees 48 minutes 01 seconds West a distance of 111.73 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 331.81 feet; thence North 36 degrees 13 minutes 07 seconds East a distance of 88.32 feet; thence South 51 degrees 21 minutes 48 seconds East a distance of 151.74 feet; thence North 38 degrees 38 minutes 12 seconds East a distance of 46.59 feet to a curve having a radius of 425.00 feet, the radius point of which bears South 51 degrees 21 minutes 48 seconds East; thence northeasterly along said curve an arc distance of 35.82 feet to the Point of Beginning, containing 6.426 acres, more or less.

Containing a total of 10.014 acres, more or less.



The Schneider Corporation
 Historic Fort Harrison
 8901 Otis Avenue
 Indianapolis, IN 46216-1037
 317-826-7200 FAX
 317-826-7100 PHONE
 HOME BUILDER SERVICES
 317-826-7110 FAX

Engineering
 Surveying
 Landscape Architecture
 GIS • LIS
 Geology

00.0 PROPOSED GRADE

NOTE:

THIS DRAWING IS BASED ON CONSTRUCTION PLANS OR RECORD DRAWINGS AND IS NOT BASED UPON A FIELD SURVEY. THE SCHNEIDER CORP. DOES NOT WARRANT THE ACCURACY OR SUFFICIENCY OF THIS INFORMATION. THE CONTRACTOR SHOULD VERIFY EXISTING CONDITIONS PRIOR TO ANY CONSTRUCTION. ANY DISCREPANCY FOUND UPON THIS DRAWING SHOULD BE REPORTED TO THE SCHNEIDER CORP. IMMEDIATELY; FAILURE TO DO SO WILL RESULT IN THE CONTRACTORS ASSUMPTION OF LIABILITY.

SIGNATURE	DATE
SIGNATURE REPRESENTS CONFIRMATION OF RECEIPT OF PLOT PLAN BY CUSTOMER.	

Exhibit B

LOT # 135
 8,349 SF



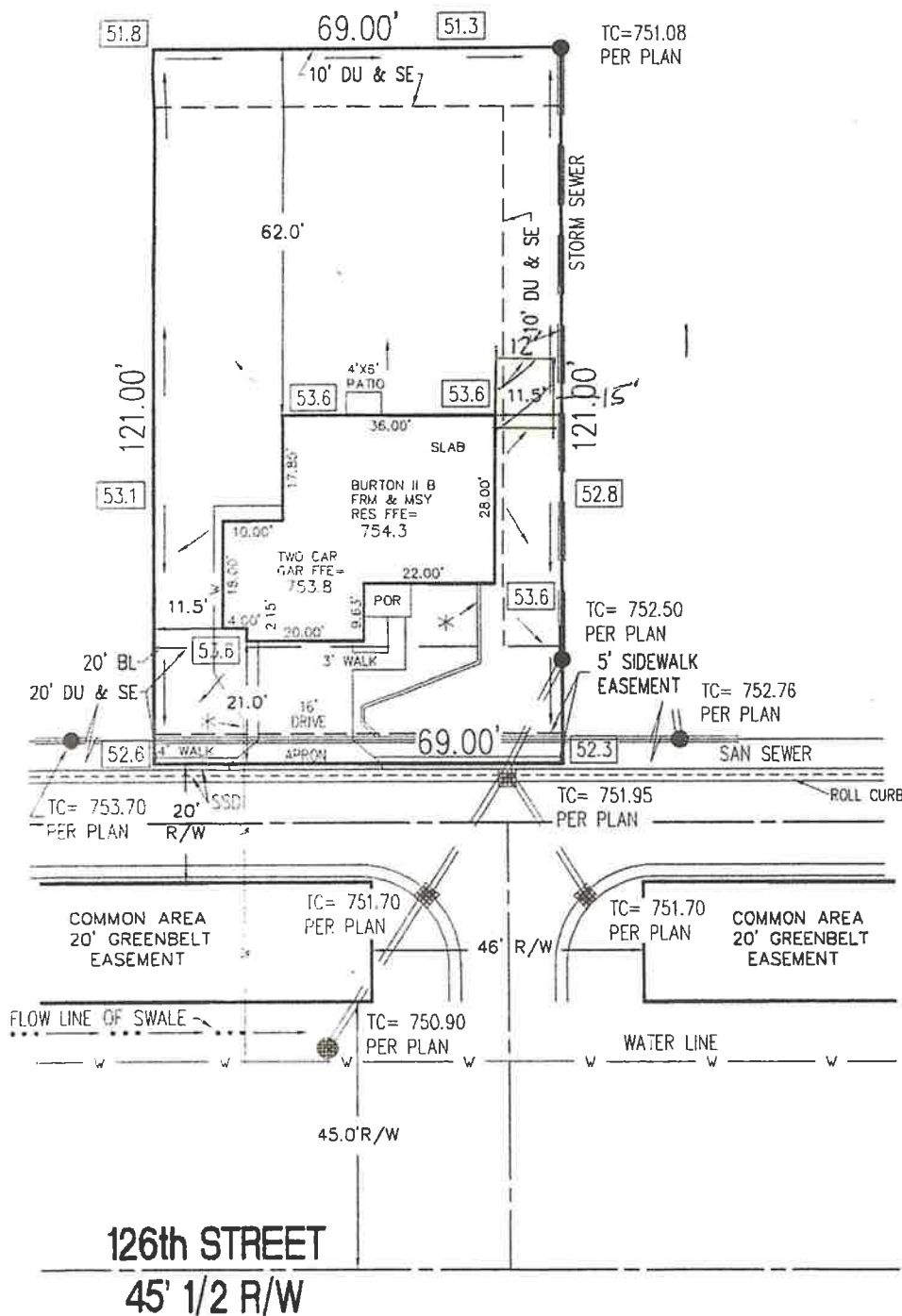
ASSUMED NORTH
 SCALE: 1" = 30'

NOTE:

4' SIDEWALK IS TO BE PLACED 1' NORTH OF THE SOUTHERN PROPERTY LINE PER PLAN.

* APPROXIMATE LOCATION CONFIRM BEFORE CONSTRUCTION 6" SAN. LAT. AND WATER SERVICE LINE.

NOTE: GARAGE F.F.E. IS PROPOSED TO BE 1.9' ABOVE CURB INLET PER PLAN.



NOTE:

SQUARE FOOTAGE

CO-2026-0033 CTE

Final Audit Report

2026-07-30

Created:	2026-07-29
By:	Laurie Slick (lslick@carmel.in.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAABwPVtipm9eeOb8xDq_3noQiNLekmlrLi

"CO-2026-0033 CTE" History

-  Document created by Laurie Slick (lslick@carmel.in.gov)
2026-07-29 - 5:19:00 PM GMT
-  Document emailed to Bradley Pease (bpease@carmel.in.gov) for signature
2026-07-29 - 5:19:06 PM GMT
-  Email viewed by Bradley Pease (bpease@carmel.in.gov)
2026-07-30 - 12:33:38 PM GMT
-  Document e-signed by Bradley Pease (bpease@carmel.in.gov)
Signature Date: 2026-07-30 - 12:33:51 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_IMAGE
-  Agreement completed.
2026-07-30 - 12:33:51 PM GMT

Cross Reference to Prior Deed of Record: Instrument No. 2024005038, in the Hamilton County, Indiana Recorder's Office

WATER QUALITY PRESERVATION EASEMENT

This Water Quality Preservation Easement ("Agreement") is by and between William J. Hurre Jr. a/k/a William J. Hurre and Jennifer N. Hurre, husband and wife (collectively, "Grantor"), and the City of Carmel, Indiana, by and through its Board of Public Works & Safety ("Grantee") and shall have as its effective date the later of the date on which Grantor executes this Agreement or the date on which Grantee executes this Agreement.

RECITALS

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

B. Per the City of Carmel Unified Development Ordinance, Section 7.10(F) Easement Standards, Water Quality Preservation Easements, as may be amended from time to time, Grantor is required to grant a Water Quality Preservation Easement in favor of Grantee, in connection with the construction of Grantor's residence (the "Project"). The required easement is over a portion of the Grantor Parcel (herein referred to as the "Easement Area"), and is more particularly described and depicted as follows:

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

NOW, THEREFORE, in consideration of the foregoing recitals, all of which are incorporated herein by this reference, the parties hereto agree as follows:

1. **Grant of Easement.** Grantor hereby grants and conveys to Grantee a non-exclusive, perpetual easement over, under, through, across and upon the Easement Area for the purpose of water quality preservation in and around a natural stream contained on the Grantor Parcel (the "Easement").

2. **Grantor Obligations.** Except as otherwise provided herein, the Easement Area is hereby designated and restricted as a "no-build," "no-disturb" zone, and no man-made structures, changes in grade, plant material installation, or hardscape features shall be constructed or placed on or in the Easement Area, except for the existing landscaping, plant material permitted by the Department of Community Services Director or his/her designee, those certain permitted trees and plants as listed on **Exhibit B** and **Exhibit C**, respectively, attached hereto and incorporated herein by reference, and that certain approved perimeter fencing. Turf grass shall not be planted or maintained in the Easement Area, nor shall fertilizer, herbicide or insecticide of any type be applied; provided, however, notwithstanding anything to the contrary contained herein, Grantor shall be permitted to treat and maintain the existing landscaping and permitted plant material as well as cut, trim, and maintain the grass in the Easement Area, including but not limited to any seeding or aerating. Native plants shall be maintained. Up to ten percent (10%) of the entire boundary with the stream may be managed such that access can be gained to the water's edge.

However, no man-made materials, gravel, sand, or turf grass shall be used to provide that access. Stepping stones or mowed/trimmed native grasses may be used when approved by the Department of Community Services Director or his/her designee. Grantor shall allow for the drainage of surface water over and across Easement Area. Grantor shall comply with all applicable federal, state, and local water quality preservation and environmental requirements, rules and regulations.

3. Maintenance and Restoration of Easement Area. Subject to the terms described in Paragraph 2 herein, during and after construction, Grantor or its successors, heirs or assigns, including any established homeowners associations or similar entities, shall restore the Easement Area, to the extent practicable, to the condition as existed prior to the commencement of the Project, or maintenance, repair, or replacement thereto. In the event Grantee, its employees, or contractors are required to come upon the Easement Area to replace, restore, or clear any damage, deterioration, debris or other obstacles contained therein, Grantee shall be required to restore the Grantor Parcel to such condition as existed prior to its entry, including, but not limited to restoring it to its previous grade, reseeding or repaving, and/or undertaking erosion control measures as are required by 327 IAC 15-5, as amended. Grantor shall allow Grantee access to the Easement Area and the immediately surrounding area for any required maintenance, repair, replacement, service and updates; provided, however, except in the case of an emergency, Grantee shall provide Grantor advance written notice of any needed access at least forty-eight (48) hours prior thereto, and Grantor has the right to be present during any such access.

4. Rights Retained by Grantor. Grantor shall retain unto itself, and its grantees, heirs, successors and assigns, and all others to whom Grantor may grant rights or easements, the right to use the Easement Area for any and all purposes and uses not inconsistent with the Easement and/or Grantee's rights and privileges thereunder.

5. Easement and Covenants Appurtenant. The Easement granted, established and made herein, together with the benefits and privileges thereof, shall run with the Grantor Parcel and inure to the benefit of Grantee and its grantees, successors and assigns. All covenants and agreements of Grantor and Grantee hereunder, together with the benefits and burdens thereof, shall be deemed to be real covenants which touch and concern the Easement Area and the Grantor Parcel, as applicable, shall run with the Grantor Parcel, and shall inure to the benefit of and be binding upon Grantor and Grantee, as applicable, and their respective grantees, heirs, successors, and assigns. All covenants and agreements hereunder may be enforced by an action for specific performance, and in the event that a party breaches any such covenant or agreement, the other party may further exercise any remedy available hereunder, at law or in equity.

6. [Intentionally Omitted].

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

8. [Intentionally Omitted].

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

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

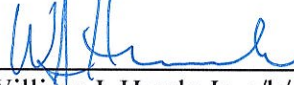
11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana.

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

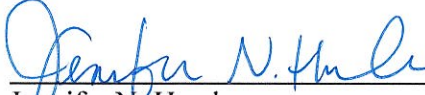
[signature page follows]

**GRANTOR'S SIGNATURE PAGE TO
WATER QUALITY PRESERVATION EASEMENT**

GRANTOR

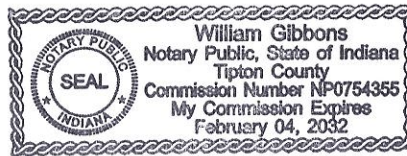

William J. Hurre Jr. a/k/a William J. Hurre

Date: 7-27-26


Jennifer N. Hurre

Date: 7.27.26

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)



Before me, a Notary Public in and for said County and State, personally appeared William J. Hurre Jr. a/k/a William J. Hurre and Jennifer N. Hurre, husband and wife, and who, have been duly sworn, acknowledged the truth and accuracy of the representations made herein and the execution of the foregoing Agreement.

Witness my hand and Notarial Seal this 27 day of July, 2026.

My commission expires: 02/04/2032

I am a resident of Tipton County, Indiana


Notary Public

William Gibbons
Printed Name

**GRANTEE'S SIGNATURE PAGE TO
WATER QUALITY PRESERVATION EASEMENT**

GRANTEE

CITY OF CARMEL BOARD OF PUBLIC WORKS & SAFETY

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared LAURA CAMPBELL, JAMES BARLOW and ALAN POTASNIK, by me known, and by me known to be the Members of the City of Carmel Board of Public Works and Safety, and JACOB QUINN, Clerk of THE CITY OF CARMEL, acknowledged the truth and accuracy of the representations made herein and the execution of the foregoing Agreement on behalf of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this _____ day of _____, 2026.

My commission expires: _____

I am a resident of _____ County, Indiana

Notary Public

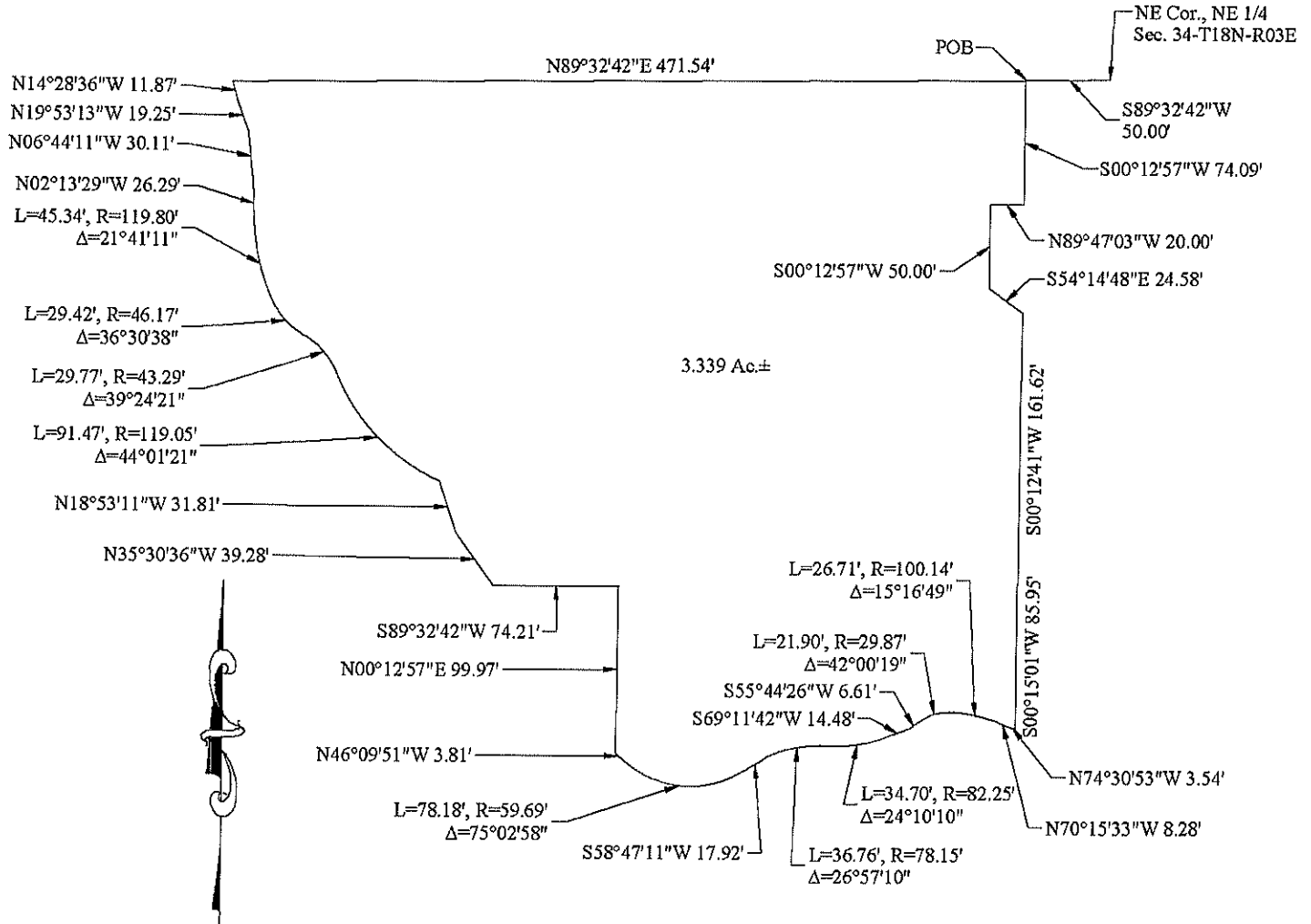
Printed Name

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

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

Exhibit A

Prepared for: Will Hurre
Stormwater Management Easement



GRAPHIC SCALE

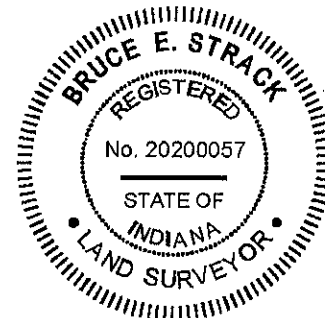


(IN FEET)

1" = 100 FT

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

Bruce E. Strack
Bruce E. Strack
Registered Land Surveyor
Indiana No. 20200057
Date: July 14, 2026



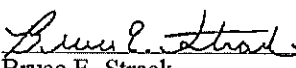
 STOEPPELWERTH ALWAYS ON 7965 East 106th Street, Fishers, IN 46038-2565 phone: 317.849.5935 fax: 317.849.5942	DRAWN BY: PAH CHECKED BY: BES DATE DRAWN: 6-16-2026 FIELDWORK DATE: N/A	PAGE 1 OF 2 SHEETS JOB NO. 111103
---	---	---

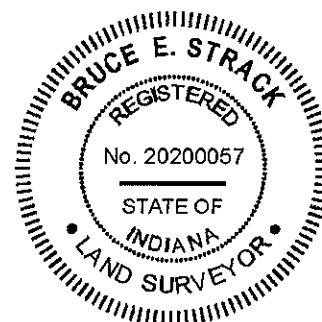
Exhibit A
Prepared for: Will Hurtle
Stormwater Management Easement

Easement Description:

A part of the Northeast Quarter of Section 34, Township 18 North, Range 03 East of the Second Principal Meridian, Clay Township, Hamilton County, Indiana. This description prepared by: Bruce E. Strack, Indiana LS 20200057, working for Stoepfelwerth and Associates, Inc. as part of Project 111103, being more particularly described as follows:

Commencing at the Northeast corner of said Quarter Section; thence South 89 degrees 32 minutes 42 seconds West (assumed bearing), along the North line of said Quarter Section, a distance of 50.00 feet to the westerly Right-of-Way of Spring Mill Road as described in Instrument Number _____ in the Office of the Recorder of Hamilton County, Indiana and the POINT OF BEGINNING of this description; thence with said west Right of Way line for the following six courses and distances: 1) South 00 degrees 12 minutes 57 seconds West, a distance of 74.09 feet; 2) thence North 89 degrees 47 minutes 03 seconds West, a distance of 20.00 feet; 3) thence South 00 degrees 12 minutes 57 seconds West, a distance of 50.00 feet; 4) thence South 54 degrees 14 minutes 48 seconds East, a distance of 24.58 feet; 5) thence South 00 degrees 12 minutes 41 seconds West, a distance of 161.62 feet; 6) thence South 00 degrees 15 minutes 01 seconds West, a distance of 85.95 feet; thence, departing said west Right-of-Way line, the following 11 courses and distances: 1) North 74 degrees 30 minutes 53 seconds West, a distance of 3.54 feet; 2) thence North 70 degrees 15 minutes 33 seconds West, a distance of 8.28 feet to a point on a curve concave southerly, the radius point of which bears South 19 degrees 44 minutes 27 seconds West, a distance of 100.14 feet from said point; 3) thence westerly along said curve, an arc length of 26.71 feet to a point on said curve, said point being North 04 degrees 27 minutes 39 seconds East, a distance of 100.14 feet from the radius point of said curve, said point also being the point of compound curvature of a curve concave southerly, the radius point of which bears South 04 degrees 27 minutes 39 seconds West, a distance of 29.87 feet from said point; 4) thence westerly along said curve, an arc length of 21.90 feet to a point on said curve, said point being North 37 degrees 32 minutes 41 seconds West, a distance of 29.87 feet from the radius point of said curve; 5) thence South 55 degrees 44 minutes 26 seconds West, a distance of 6.61 feet; 6) thence South 69 degrees 11 minutes 42 seconds West, a distance of 14.48 feet to a point on a curve concave northerly, the radius point of which bears North 20 degrees 48 minutes 18 seconds West, a distance of 82.25 feet from said point; 7) thence westerly along said curve, an arc length of 34.70 feet to a point on said curve, said point being South 03 degrees 21 minutes 52 seconds West, a distance of 82.25 feet from the radius point of said curve, said point also being the point of reverse curvature of a curve concave southerly, the radius point of which bears South 03 degrees 21 minutes 52 seconds West, a distance of 78.15 feet from said point; 8) thence westerly along said curve, an arc length of 36.76 feet to a point on said curve, said point being North 23 degrees 35 minutes 18 seconds West, a distance of 78.15 feet from the radius point of said curve; 9) thence South 58 degrees 47 minutes 11 seconds West, a distance of 17.92 feet to a point on a curve concave northerly, the radius point of which bears North 31 degrees 12 minutes 49 seconds West, a distance of 59.69 feet from said point; 10) thence westerly along said curve, an arc length of 78.18 feet to a point on said curve, said point being South 43 degrees 50 minutes 09 seconds West, a distance of 59.69 feet from the radius point of said curve; 11) thence North 46 degrees 09 minutes 51 seconds West, a distance of 3.81 feet to the West line of the first described parcel in Instrument Number 2024005038 in said Recorder's Office; thence North 00 degrees 12 minutes 57 seconds East, along said line, a distance of 99.97 feet to the South line of the second described parcel in said Instrument; thence South 89 degrees 32 minutes 42 seconds West, along said line, a distance of 74.21 feet; thence departing said South line, the following ten courses and distances: 1) North 35 degrees 30 minutes 36 seconds West, a distance of 39.28 feet; 2) thence North 18 degrees 53 minutes 11 seconds West, a distance of 31.81 feet to a point on a non-tangent curve concave northeasterly, the radius point of which bears North 24 degrees 01 minute 40 seconds East, a distance of 119.05 feet from said point; 3) thence northwesterly along said curve, an arc length of 91.47 feet to a point on said curve, said point being South 68 degrees 3 minutes 1 second West, a distance of 119.05 feet from the radius point of said curve, said point also being the point of reverse curvature of a curve concave southwesterly, the radius point of which bears South 68 degrees 3 minutes 1 second West, a distance of 43.29 feet from said point; 4) thence northwesterly along said curve, an arc length of 29.77 feet to a point on said curve, said point being North 28 degrees 38 minutes 40 seconds East, a distance of 43.29 feet from the radius point of said curve, said point also being the point of reverse curvature of a curve concave northeasterly, the radius point of which bears North 28 degrees 38 minutes 40 seconds East, a distance of 46.17 feet from said point; 5) thence northwesterly along said curve, an arc length of 29.42 feet to a point on said curve, said point being South 65 degrees 9 minutes 18 seconds West, a distance of 46.17 feet from the radius point of said curve, said point also being the point of compound curvature of a curve concave easterly, the radius point of which bears North 65 degrees 9 minutes 18 seconds East, a distance of 119.80 feet from said point; 6) thence northerly along said curve, an arc length of 45.34 feet to a point on said curve, said point being South 86 degrees 50 minutes 29 seconds West, a distance of 119.80 feet from the radius point of said curve; 7) thence North 2 degrees 13 minutes 29 seconds West, a distance of 26.29 feet; 8) thence North 6 degrees 44 minutes 11 seconds West, a distance of 30.11 feet; 9) thence North 19 degrees 53 minutes 13 seconds West, a distance of 19.25 feet; 10) thence North 14 degrees 28 minutes 36 seconds West, a distance of 11.87 feet to the North line of said Quarter Section; thence North 89 degrees 32 minutes 42 seconds East, along said line, a distance of 471.54 feet to the Point of Beginning, Containing 3.339 acres, more or less.


Bruce E. Strack
Registered Land Surveyor
Indiana No. 20200057
Date: July 14, 2026



	STOEPPELWERTH ALWAYS ON 7965 East 106th Street, Fishers, IN 46038-2525 phone: 317.849.5935 fax: 317.849.5942	DRAWN BY: PAH	PAGE 2 OF 2 SHEETS JOB NO. 111103
		CHECKED BY: BES	
		DATE DRAWN: 6-16-2026	
		FIELDWORK DATE: N/A	

Exhibit B

Permitted Woody Riparian Vegetation List

Common name	Scientific name	Region 3 status	Type of plant	Tree, Shrub, Vine	Region (N, C, S)	Coefficient of Conservatism	Comment
Box Elder	<i>Acer negundo</i>	FAC	Large Understory Tree	T	N, C, S	1	Only occasionally recommended
Black Maple	<i>Acer nigrum</i>	FACU	Large Canopy Tree	T	N, C, S	6	
Red Maple	<i>Acer rubrum</i>	FAC	Large Canopy Tree	T	N, C, S	5	
Silver Maple	<i>Acer</i>	FACW	Large Canopy Tree	T	N, C, S	1	Only
Maple	<i>saccharinum</i>		Tree				occasionally recommended
Sugar Maple	<i>Acer saccharum</i>	FACU	Large Canopy Tree	T	N, C, S	4	
Ohio Buckeye	<i>Aesculus glabra</i>	FAC	Large Understory Tree	T	N, C, S	5	
Indigobush	<i>Amorpha fruticosa</i>	FACW	Medium Shrub	S	S	3	FACW
Common Paw Paw	<i>Asimina triloba</i>	FAC	Small Understory Tree	T	N, C, S	6	
River Birch	<i>Betula nigra</i>	FACW	Small Canopy Tree	T	N, S	2	
American Hornbeam	<i>Carpinus caroliniana</i>	FAC	Medium Understory Tree	T	N, C, S	5	
Bitternut Hickory	<i>Carya cordiformis</i>	FACU	Large Canopy Tree	T	N, C, S	5	
Pecan	<i>Carya illinoensis</i>	FACW	Large Canopy Tree	T	S*	4	Extreme southwestern counties
Shellbark Hickory	<i>Carya laciniosa</i>	FACW	Large Canopy Tree	T	N, C, S	8	
Shagbark Hickory	<i>Carya ovata</i>	FACU	Large Canopy Tree	T	N, C, S	4	
Sugarberry	<i>Celtis laevigata</i>	FACW	Large Understory Tree	T	S	7	
Hackberry	<i>Celtis occidentalis</i>	FAC	Large Canopy Tree	T	N, C, S	3	
Buttonbush	<i>Cephalanthus occidentalis</i>	OBL	Medium Shrub	S	N, C, S	5	
Redbud	<i>Cercis canadensis</i>	FACU	Small Understory Tree	T	N, C, S	3	
Alternate-leaf Dogwood	<i>Cornus alternifolia</i>	FAC	Small Understory Tree	T	N, C, S	8	
Roughleaf Dogwood	<i>Cornus drummondii</i>	FAC	Medium Shrub	S	N, C, S	2	
Flowering Dogwood	<i>Cornus florida</i>	FACU	Small Understory Tree	T	N, C, S	4	Susceptible to dogwood anthracnose
Pale Dogwood (formerly Silky Dogwood)	<i>Cornus obliqua</i>	FACW	Medium Shrub	S	N, C, S	5	
Gray Dogwood	<i>Cornus racemosa</i>	FAC	Medium Shrub	S	N, C, S	2	
Red-osier Dogwood	<i>Cornus sericea</i> (aka <i>C. alba</i>)	FACW	Medium Shrub	S	N	4	
Hazelnut	<i>Corylus americana</i>	FACU	Medium Shrub	S	N, C, S	4	
Cockspur Hawthorn	<i>Crataegus crus-galli</i>	FAC	Small Understory Tree	T	N, C, S	4	
Downy Hawthorn	<i>Crataegus mollis</i>	FAC	Small Understory Tree	T	N, C, S	2	
Dotted Hawthorn	<i>Crataegus punctata</i>		Small Understory	T	N, C, S	2	Okay in floodplains: not
			Tree				in extreme southwestern counties

Persimmon	<i>Diospyros virginiana</i>	FAC	Medium Understory Tree	T	S	2	
American Beech	<i>Fagus grandifolia</i>	FACU	Large Canopy Tree	T	N, C, S	8	
Honey Locust	<i>Gleditsia triacanthos</i>	FACU	Small Canopy Tree	T	N, C, S	1	
Kentucky Coffeetree	<i>Gymnocladus dioica</i>		Large Canopy Tree	T	N, C, S	4	
Witch Hazel	<i>Hamamelis virginiana</i>	FACU	Medium Shrub	T	N, C, S	5	
Smooth Hydrangea	<i>Hydrangea arborescens</i>	FACU	Small Shrub	S	N, C, S	7	
Common Winterberry	<i>Ilex verticillata</i>	FACW	Medium Shrub	S	N, C, S	8	
Butternut (White Walnut)	<i>Juglans cinerea</i>	FACU	Small Canopy Tree	T	N, C, S	5	Scattered within range; susceptible to butternut canker
Black Walnut	<i>Juglans nigra</i>	FACU	Large Canopy Tree	T	N, C, S	2	
Spicebush	<i>Lindera benzoin</i>	FACW	Medium Shrub	S	N, C, S	5	
Sweet Gum	<i>Liquidambar styraciflua</i>	FACW	Large Canopy Tree	T	S	4	
Tuliptree	<i>Liriodendron tulipifera</i>	FACU	Large Canopy Tree	T	N, C, S	4	
Wild Sweet Crabapple	<i>Malus coronaria</i>		Medium Understory Tree	T	N, C, S		
Black Gum	<i>Nyssa sylvatica</i>	FAC	Medium Canopy Tree	T	N, C, S	5	
Hop Hornbeam	<i>Ostrya virginiana</i>	FACU	Medium Understory Tree	T	N, C, S	5	
Purple Chokeberry	<i>Photinia floribunda</i> (formerly <i>Aronia prunifolia</i>)	FACW	Medium Shrub	S	N	8	
Black Chokeberry	<i>Photinia melanocarpa</i> (formerly <i>Aronia melanocarpa</i>)	FACW	Medium Shrub	S	N, C, S	8	
Common Ninebark	<i>Physocarpus opulifolius</i>	FACW	Small Shrub	S	N, C, S	7	
American Sycamore	<i>Platanus occidentalis</i>	FACW	Large Canopy Tree	T	N, C, S	3	
Eastern Cottonwood	<i>Populus deltoides</i>	FAC	Large Canopy Tree	T	N, C, S	1	Only occasionally recommended
Swamp Cottonwood	<i>Populus heterophylla</i>	OBL	Large Canopy Tree	T	N, S	8	Scattered within its range
Quaking Aspen	<i>Populus tremuloides</i>	FAC	Small Canopy Tree	T	N	2	
American Plum	<i>Prunus americana</i>	UPL	Small Understory Tree	T	N, C, S	4	Also along riverbanks
Black	<i>Prunus</i>	FACU	Small Canopy Tree	T	N, C, S	1	
Cherry	<i>serotina</i>		Tree				
Common Hop-tree	<i>Ptelea trifoliata</i>	FACU	Medium Shrub	S	N, C, S	4	
White Oak	<i>Quercus alba</i>	FACU	Large Canopy Tree	T	N, C, S	5	
Swamp White Oak	<i>Quercus bicolor</i>	FACW	Large Canopy Tree	T	N, C, S	7	
Southern Red Oak	<i>Quercus falcata</i>	FACU	Med.-Lg. Canopy Tree	T	S*	5	Far southern and southwestern counties
Shingle Oak	<i>Quercus imbricari</i>	FACU	Medium Canopy Tree	T	N, C, S	3	

Overcup Oak	<i>Quercus lyrata</i>	OBL	Medium Canopy Tree	T	S*	7	Extreme southwestern counties
Bur Oak	<i>Quercus macrocarpa</i>	FAC	Large Canopy Tree	T	N, C, S	5	
Swamp Chestnut Oak	<i>Quercus michauxii</i>	FACW	Med.-Lg. Canopy Tree	T	S*	7	Far southern and southwestern counties
Chinkapin Oak	<i>Quercus muehlenbergii</i>	FACU	Med.-Lg. Canopy Tree	T	N, C, S	4	Also along well-drained riverbanks
Pin Oak	<i>Quercus palustris</i>	FACW	Small Canopy Tree	T	N, C, S	3	
Northern Red Oak	<i>Quercus rubra</i>	FACU	Large Canopy Tree	T	N, C, S	4	
Shumard Oak	<i>Quercus shumardii</i>	FACW	Large Canopy Tree	T	C, S	7	
Post Oak	<i>Quercus stellata</i>	FACU	Sm.-Med. Canopy Tree	T	S*	5	Seasonally swampy woods in SW counties
Staghorn Sumac	<i>Rhus typhina</i>		Large Shrub	S	N	2	
Pasture Gooseberry	<i>Ribes cynosbati</i>	FAC	Small Shrub	S	N, C, S	4	
Carolina Rose	<i>Rosa carolina</i>	FACU	Small Shrub	S	N, C, S	4	
Peachleaf Willow	<i>Salix amygdaloides</i>	FACW	Small Understory Tree	T	N	4	
Sandbar Willow	<i>Salix interior</i>	FACW	Medium Shrub	S	N, C, S	1	
Black Willow	<i>Salix nigra</i>	OBL	Large Understory Tree	T	N, C, S	3	
Elderberry	<i>Sambucus canadensis</i> (or <i>S. nigra</i> ssp. <i>canadensis</i>)	FAC	Medium Shrub	S	N, C, S	2	
American Bladdernut	<i>Staphylea trifolia</i>	FAC	Medium Shrub	S	N, C, S	5	
Bald Cypress	<i>Taxodium distichum</i>	OBL	Large Canopy Tree	T	S*	10	Only in portions of Vanderburgh, Posey, Warrick, Knox, Gibson Co.
American Basswood	<i>Tilia americana</i>	FACU	Large Canopy Tree	T	N, C, S	5	
Nannyberry	<i>Viburnum lentago</i>	FAC	Medium Shrub	S	N	5	
Black Haw	<i>Viburnum prunifolium</i>	FACU	Medium Shrub	S	N, C, S	4	
Prickly ash	<i>Zanthoxylum americanum</i>	FACU	Medium Shrub	S	N	3	

Exhibit C

Permitted Plant List

[illegible]

• **WET LAND INDICATOR (probability of occurring in a wetland):**

OBL	Obligate wetland species	99%
FACW	Facultative wetland species	67.99%
FACU	Facultative upland species	34.66%
UPL	Upland species	1.33%
(*)	Indicates that the species occurs in the higher portion of the range	1%
(-)	Indicates that the species occurs in the lower portion of the range	

Those species with no wetland indicator are virtually intolerant of flooding or prolonged soil saturation during the growing season.

•• **HYDROLOGIC ZONES**

Zone 1 - Open water - Permanent pool (12 inches - 6 feet)

This zone is best colonized by submergent plants, if at all. This deep water zone is not usually planted for several reasons: there are few species that can grow in this zone, and many are not commercially available; open water areas provide unique habitat, and deep water aquatic plants may clog the stormwater facility outlet structure. The benefits of planting in this zone include the absorption of nutrients in the water column, enhanced sediment deposition, improved oxidation, and the creation of additional habitat.

Zone 2 - Shallow water terrace Aquatic bench (6 inches - 1 foot)

This zone offers ideal conditions for a wide variety of emergent wetland plants. These areas typically fringe the ponding area and are permanently inundated.

Zone 3 - BMP Fringe - Low marsh (0-6 inches regular inundation)

This zone is typically the shoe line of a pond or wetland - its width determined by the design slope. This zone is usually inundated except during periods of drought and at the interface between the emergent wetland plantings and the upland plantings. Plants must be able to withstand periods of inundation as well as periods of drought and should have some capacity for slope stabilization.

Zone 4 - BMP Fringe - High Marsh (periodic inundation, saturated soils)

This zone extends upslope from zone 3 and may be inundated after storms. It constitutes the majority of the temporary extended detention area. Plants selected should be able to withstand periodic inundation after storms as well as significant drought during the summer.

Zone 5 - Floodplain terrace (infrequent inundation, temporarily saturated soils)

Zone 5 is infrequently saturated by floodwaters that quickly recede in a day or less. Plants should be able to withstand infrequent inundation as well as drought and should offer some slope stabilization.

Zone 6 - Upland terrace (inundated)

This zone extends above the maximum design water surface elevation. Plant selection should be based on local soil and light conditions, and on the amount of available space for plantings.

July 20, 2026

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

RE: STORMWATER TECHNICAL STANDARDS WAIVER – 220 W 106th STREET – 27 TOWNS DEVELOPMENT

Dear Board Members:

Brandon Burke with HWC Engineering has requested a waiver from the Stormwater Technical Standards Manual in association with construction of a the 27 Towns Development at 220 W 106th Street.

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

Sincerely,


Bradley Pease, P.E.
City Engineer



July 8, 2026

Bradley Pease
Department of Engineering
One Civic Square, 1st Floor
Carmel, IN 46032

RE: 27 Towns – Drainage Waiver Request
Docket Number: PZ-2026-00066 PP/DP and PZ-2026-00067 ADLS

Mr. Pease:

Per the recent completion of drainage review by Crossroad Engineers and the City of Carmel Engineering Department for Docket Number PZ-2026-00066 PP/DP and PZ-2026-00067 ADLS for the project "27 Towns" dated June 24, 2026. I'm following up with a waiver request to the City of Carmel Stormwater Technical Standards Manual as listed below:

Waiver Request to the City of Carmel Stormwater Technical Standard Section 302.07.1 which indicates "The pond design shall be according to the Hamilton County Surveyor's Office Standard Details D-6 through D-8".

The proposed dry detention facility design conforms to these standards except the requirement of 2 feet of freeboard minimum from the 100yr to the top of bank. Please note that Hamilton County Surveyor's Office Standard Details D-6 through D-8 pertain to wet bottom detention facilities so some other aspects don't apply to dry basin detention facilities.

The current design provides 1.69 ft of freeboard from the 100yr to the top of bank.

Challenges: The dry detention basin has topographic constraints contending with grade transitions of the southern embankment and minimizing encroachment into a local floodplain of adjacent the ditch. We feel the detention basin substantially provides the amount of freeboard required per the standard detail and it's better to not further encroach into the local ditch's floodplain. The detention basin has a well designed emergency overflow weir to handle any excessive flows to the discharge point which is directly adjacent to the ditch. Thus, we do not foresee any issues that might otherwise benefit from the minimal additional factor of safety.

We respectfully request approval of the waiver to only provide 1.69 ft of freeboard instead of 2.0 ft of freeboard indicated on the pond details.

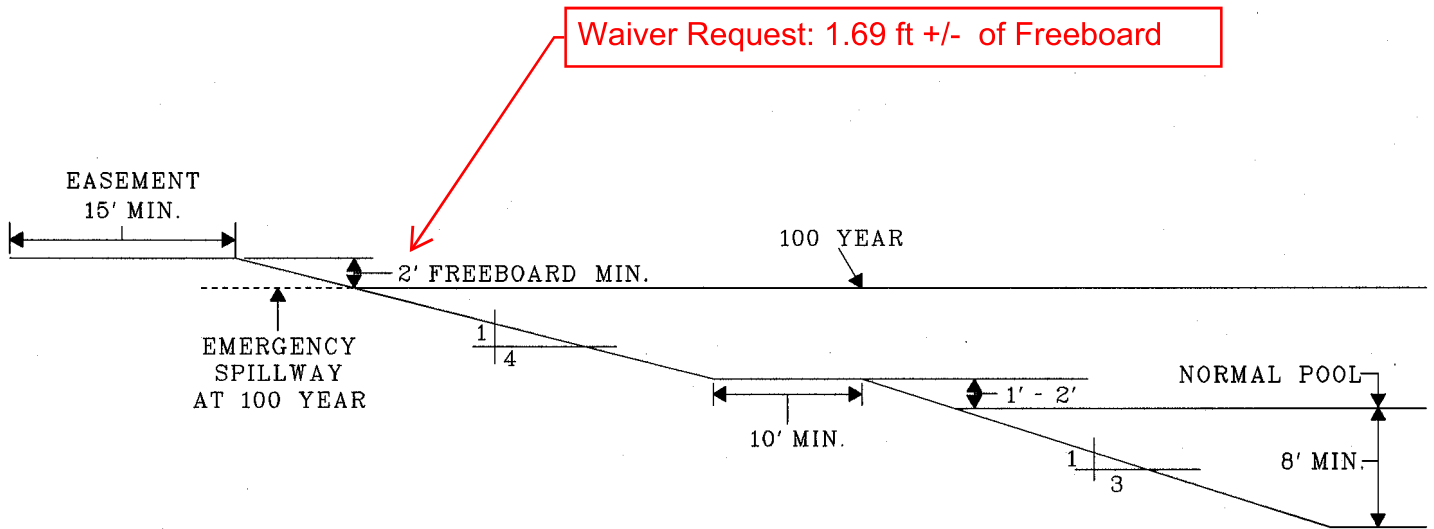
If you should have any questions, or are in need of additional information, please feel free to contact me at your convenience.

Sincerely,

Brandon T. Burke, P.E.
Senior Project Manager

LAKE CROSS-SECTIONS

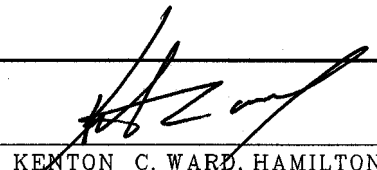
OPTION 1



USE OUTLET OPTION 1

(DRAWING NOT TO SCALE)

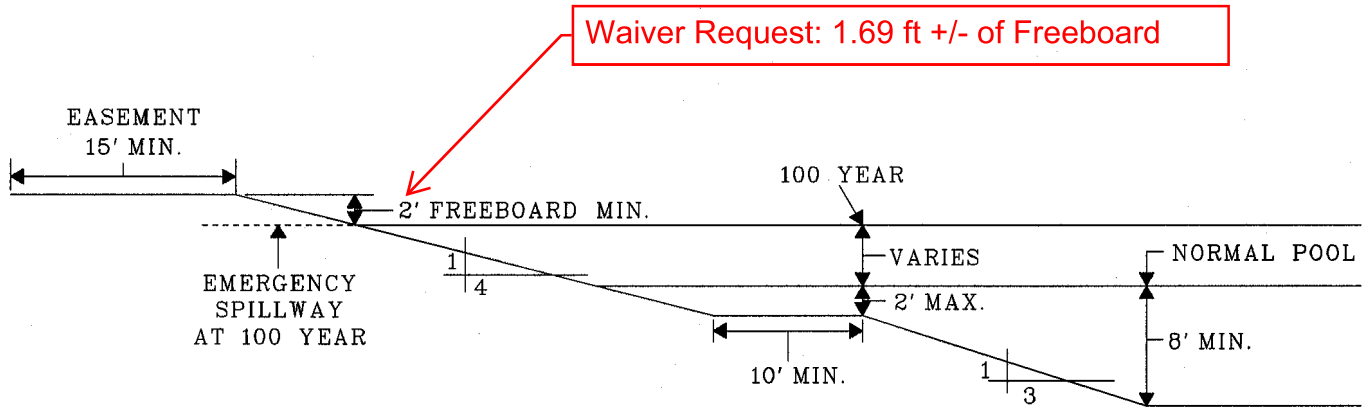
HAMILTON COUNTY SURVEYOR'S OFFICE

APPROVED: 
 KENTON C. WARD, HAMILTON COUNTY SURVEYOR
 DATE 4 Jan 00

REVISED: 1 JAN 2000
 STANDARD PLAN
 D-6

LAKE CROSS-SECTIONS

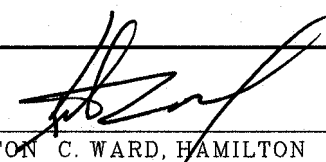
OPTION 2



USE OUTLET OPTION 2

(DRAWING NOT TO SCALE)

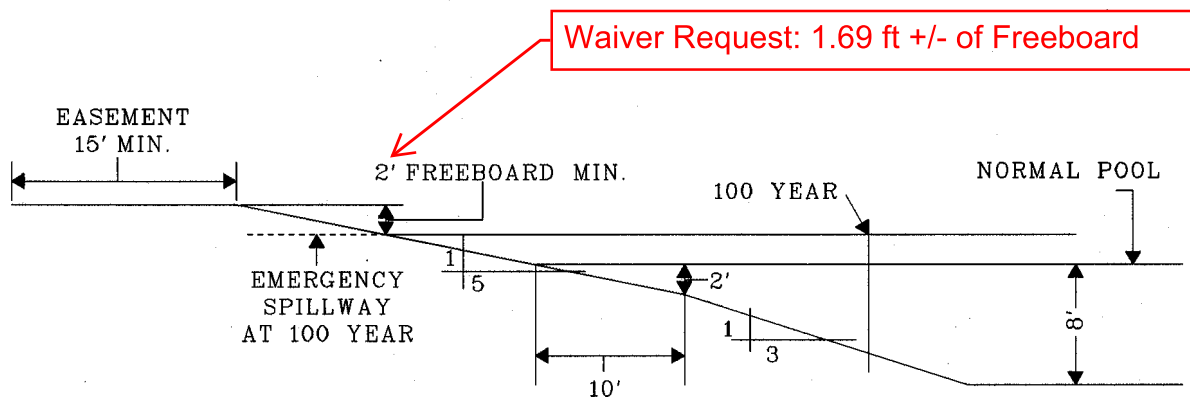
HAMILTON COUNTY SURVEYOR'S OFFICE

APPROVED: 
 KENTON C. WARD, HAMILTON COUNTY SURVEYOR
 DATE 4 JAN 2000

REVISED: 1 JAN 2000
 STANDARD PLAN
 D-7

LAKE CROSS-SECTIONS

OPTION 3



USE OUTLET OPTION 3

(DRAWING NOT TO SCALE)

HAMILTON COUNTY SURVEYOR'S OFFICE

APPROVED: 
 KENTON C. WARD, HAMILTON COUNTY SURVEYOR

4 JAN 00
 DATE

REVISED: 1 JAN 2000

STANDARD PLAN
 D-8

SW WAIVER - 220 W 106TH STREET - 27 TOWNS DEVELOPMENT

Final Audit Report

2026-07-20

Created:	2026-07-20
By:	Karla Holdcraft (kholdcraft@carmel.in.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfVFPub0ns3k4IQ7JZxvSJYZSNY7ANLS_

"SW WAIVER - 220 W 106TH STREET - 27 TOWNS DEVELOPMENT" History

-  Document created by Karla Holdcraft (kholdcraft@carmel.in.gov)
2026-07-20 - 12:48:10 PM GMT
-  Document emailed to Bradley Pease (bpease@carmel.in.gov) for signature
2026-07-20 - 12:48:35 PM GMT
-  Email viewed by Bradley Pease (bpease@carmel.in.gov)
2026-07-20 - 12:56:54 PM GMT
-  Document e-signed by Bradley Pease (bpease@carmel.in.gov)
Signature Date: 2026-07-20 - 1:02:28 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
-  Agreement completed.
2026-07-20 - 1:02:28 PM GMT

July 21, 2026

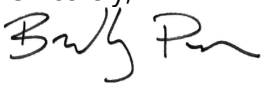
Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

**RE: STORMWATER TECHNICAL STANDARDS WAIVER – 2911 E SMOKY ROW RD – VANCE
PRIVATE POND**

Dear Board Members:

Michael Tony Vance has requested a waiver from the Stormwater Technical Standards Manual in association with construction of a private pond at 2911 E Smoky Row Rd.

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

Sincerely,

Bradley Pease, P.E.
City Engineer

RE: Waiver Request – Carmel Stormwater Technical Standards Section 302.07

Project Location: Private Pond at 2911 E. Smokey Row Road, Carmel, IN

Dear Mr. Pease,

Please accept this letter as a formal waiver request from the requirements set forth in Section 302.07 of the City of Carmel Stormwater Technical Standards Manual.

Section 302.07 requires all pond design to conform to the Hamilton County Surveyor's Office Standard Details D-6 through D-8. These standard details require a safety shelf on all wet retention basins including stormwater ponds.

In lieu of the standard safety shelf, the proposed private pond at 2911 E Smokey Row will maintain a 4:1 slope to the basin floor on all sides of the pond for safety, and the volume of storage will remain the same as it was on the original approved plans. Further, the pond is isolated from the nearest public roadway and pedestrian facilities as the nearest roadway is approximately 275 feet away from the pond. To enhance safety measures, the entrances to the private residences at which the pond is located will be gated. The property owner assumes all operational liability for the private pond, including any safety-related incidents arising from the omission of safety shelf. If required by the City, the petitioner agrees to execute a standard hold-harmless agreement to this effect.

We appreciate your time and consideration of this request.

Property Owner: Michael Tony Vance

Signature: 

SW WAIVER - 2911 E SMOKY ROW RD POND - VANCE

Final Audit Report

2026-07-21

Created:	2026-07-21
By:	Karla Holdcraft (kholdcraft@carmel.in.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4rbNB_WOuHyYpGOVzaOtPwen4a7CyRyV

"SW WAIVER - 2911 E SMOKY ROW RD POND - VANCE" History

-  Document created by Karla Holdcraft (kholdcraft@carmel.in.gov)
2026-07-21 - 1:30:36 PM GMT
-  Document emailed to Bradley Pease (bpease@carmel.in.gov) for signature
2026-07-21 - 1:31:32 PM GMT
-  Email viewed by Bradley Pease (bpease@carmel.in.gov)
2026-07-21 - 1:35:59 PM GMT
-  Document e-signed by Bradley Pease (bpease@carmel.in.gov)
Signature Date: 2026-07-21 - 1:36:15 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
-  Agreement completed.
2026-07-21 - 1:36:15 PM GMT

July 29, 2026

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

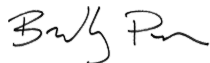
RE: STORMWATER TECHNICAL STANDARDS WAIVER – 10475 HUSSEY LANE WAIVER 8

Dear Board Members:

Stoeppelwerth & Associates, Inc., have requested a floodplain management (fill prohibition) waiver from the Stormwater Technical Standards Manual in association with the floodplain of any regulated drain or watercourse with a contributing drainage area of 25 acres or more.

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

Sincerely,



Bradley Pease, P.E.
City Engineer

July 27, 2026

City of Carmel Engineering Department
One Civic Square
Carmel, IN 46032

Attention: John Thomas

Re: SW-2023-00053
New Residence – 10475 Hussey Lane
Waiver Request

Dear Mr. Thomas:

In response to your comments dated July 14, 2026 the following waivers are being requested for this project.

Waiver #8 – Carmel City Code § 6-198 – Floodplain Management (Fill Prohibition)

Section 6-198 prohibits filling within the floodplain of any regulated drain or watercourse with a contributing drainage area of 25 acres or more:

“Filling of the land in the floodplain of a regulated drain or any natural stream or watercourse, that has a contributing drainage area of 25 acres or more, located within the City of Carmel is prohibited.”

Fill is proposed within the Williams Creek floodplain fringe to construct the embankment of the proposed Native Bank Wet Detention Basin, which is required by Sections 302.02 and 302.03 of the Stormwater Technical Standards Manual. Section 302.10 of that Manual prohibits detention facilities within the floodplain, making the embankment the minimum fill necessary to construct a code-compliant facility on this site given the topographic constraints.

A waiver is requested to allow the floodplain fill necessary to construct the required detention basin, on the basis that the proposed compensatory storage at 3:1 satisfies the intent of both the fill prohibition and the compensatory storage provisions of the City’s floodplain regulations. Pursuant to § 6-182(b), the Board of Public Works and Safety has authority to waive any requirement of this Article. Fill and excavation volume documentation is included on sheet C401 of the Constructin Plans

If you have any questions or comments concerning these revisions, please contact me at bbrown@stoepfelwerth.com or my direct line at (317) 570-4704.

Very truly yours,
STOEPPELWERTH & ASSOCIATES, INC.

A handwritten signature in brown ink, appearing to read 'B. M. B.', with a long horizontal flourish extending to the right.

Brian M. Brown, PE, CFM
VP, Civil Engineering

Cc: File
Nigel Hoss

BMB/ads

S:\102779HOS\Blue Book\Agency_Correspondence\Waiver Request Carmel 8.docx



Carmel Waiver #8

Final Audit Report

2026-07-29

Created:	2026-07-29
By:	Laurie Slick (lslick@carmel.in.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFCgptOlvRixVi5plmasBiTObpxRWdwhP

"Carmel Waiver #8" History

-  Document created by Laurie Slick (lslick@carmel.in.gov)
2026-07-29 - 1:15:48 PM GMT
-  Document emailed to Bradley Pease (bpease@carmel.in.gov) for signature
2026-07-29 - 1:15:53 PM GMT
-  Email viewed by Bradley Pease (bpease@carmel.in.gov)
2026-07-29 - 2:05:20 PM GMT
-  Document e-signed by Bradley Pease (bpease@carmel.in.gov)
Signature Date: 2026-07-29 - 2:05:30 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_IMAGE
-  Agreement completed.
2026-07-29 - 2:05:30 PM GMT