



City of Carmel

CARMEL BOARD OF PUBLIC WORKS MEETING AGENDA

WEDNESDAY, SEPTEMBER 2, 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 August 19, 2026, Regular Meeting**

4. BID AND QUOTE AWARDS

- a. **Bid Award for 2027 Rock Salt for Drinking Water Softening;** Lane Young, Director of Utilities
- b. **Quote Award for Well Flow Test and Annual Pump Motor Maintenance;** Lane Young, Director of Utilities
- c. **Quote Award for Headworks Boiler Replacement with Installation;** Lane Young, Director of Utilities

5. CONTRACTS

- a. **Resolution BPW 09-02-26-01; 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 Contract; (\$473,220.00); Bike/Pedestrian Facilities at the Range Line and 116th Street Roundabout;** Brad Pease, Director of Engineering
- b. **Resolution BPW 09-02-26-02; 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 Contract; (\$447,840.00); Bike/Pedestrian Crosswalks at Hazel Dell Parkway and Main Street Roundabout;** Brad Pease, Director of Engineering
- c. **Request for Professional Services; The Etica Group, Inc.; (\$64,340.00); 24-CFD-03-Stations 42 & 46-Renovation and Design; Additional Services Amendment #3;** Brad Pease, Director of Engineering
- d. **Request for Purchase of Goods and Services; Insituform Technologies USA, LLC; (\$124,826.00); 12 Inch CIPP - Rohrer Road; Additional Services Amendment #3;** Lane Young, Utilities Director

6. REQUEST TO USE CITY STREETS/PROPERTY

- a. **Request to Use/Close City Streets; Brookshire 500 Mower Races; October 3, 2026; 8:00 AM to 11:55 PM;** Bryan Ferry, Integrated Modular Construction
- b. **Request to Use/Close City Streets; Gluhwein Gallop; December 12, 2026; 7:00 AM to 11:00 AM;** Don Carr, Tuxedo Brothers
- c. **Request to Use City Streets; Special Request to Use Electricity; Festival of Ice; January 15, 2027; 7:00 AM to 9:00 PM;** Kenna Dishmond, City of Carmel
- d. **Request to Use Carter Green and Use/Close City Streets; Special Request to Use Electricity; Festival of Ice; January 16, 2027; 7:00 AM to 9:00 PM;** Kenna Dishmond, City of Carmel
- e. **Request to Use Carter Green and Use/Close City Streets; Special Request to Use Electricity; Carmel Winter Games; January 23, 2027; 6:00 AM to 8:00 PM;** Kenna Dishmond, City of Carmel
- f. **Request to Use Midtown Plaza and Monon Trail; Coffee on the Monon; May 7, 2027; 7:00 AM to 10:00 AM;** Tierra Bush, City of Carmel
- g. **Request to Use Midtown Plaza and Use/Close City Streets; Special Request to Use Electricity; Midtown Block Party; May 8, 2027; 10:00 AM to 6:00 PM;** Tierra Bush, City of Carmel
- h. **Request to Use Allied Solutions Center for Performing Arts East Patio; Special Request to Use Electricity; Rehearsal Date; May 14, 2027; 4:00 PM to 6:00 PM; Wedding Ceremony; May 15, 2027; 2:30 PM to 6:30 PM;** Mallory Davis, Hotel Carmichael
- i. **Request to Use Civic Square Gazebo and Lawn, Monon Trail, Anthony's Plaza; Move with the Mayor; May 21, 2027; 2:00 PM to 4:30 PM;** Tierra Bush, City of Carmel
- j. **Request to Use Veterans Memorial Plaza; Special Request to Use Electricity and Reflecting Pool Restrooms; Memorial Day Ceremony; May 28, 2027; 7:00 AM to 10:00 AM;** Tierra Bush, City of Carmel
- k. **Request to Use Midtown Plaza; Movies at Midtown; June 1 through September 30, 2027; 6:00 PM to 8:00 PM;** Tierra Bush, City of Carmel

7. OTHER

- a. **Request for Stormwater Technical Standards Waiver; 695 1st Ave SE;** Brady Vaughan, Crossroad Engineers
- b. **Request for Stormwater Technical Standards Waiver; 10875 Crooked Stick Lane;** William A. Cash

- c. **Request for Stormwater Technical Standards Waiver; 1036 S Rangeline Road;** Civil & Environment Consultants, Inc.
- d. **Request for Stormwater Technical Standards Waiver; 4770 E Main Street;** CrossRoad Engineers
- e. **Request for Stormwater Technical Standards Waiver; 900 N Rangeline Rd;** LandWorx Engineering, Leppert Mortuaries
- f. **Request for Grant of Stormwater Quality Management Easement; 10475 Hussey Lane - North Easement;** Vine Property Group, LLC
- g. **Request for Grant of Stormwater Quality Management Easement; 10475 Hussey Lane - Center Easement;** Vine Property Group, LLC
- h. **Request for Grant of Stormwater Quality Management Easement; 10475 Hussey Lane - South Easement;** Vine Property Group, LLC
- i. **Request for Aerial Waiver of BPW Resolution NO. 04-28-17-01; Various Locations;** Duke Energy

8. ADD-ONS AND DEPARTMENT DIRECTOR COMMENTS

9. ADJOURNMENT

Board of Public Works Members

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

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

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

Next Meeting: September 16, 2026



City of Carmel

CARMEL BOARD OF PUBLIC WORKS MEETING MINUTES

WEDNESDAY, AUGUST 19, 2026 - 10:00 AM
COUNCIL CHAMBERS/CITY HALL/ONE CIVIC SQUARE

MEETING CALLED TO ORDER

Board Member Barlow called the meeting to order at 10:01 am.

MINUTES

Minutes from the August 5, 2026, Regular Meeting. Board Member Potasnik moved to approve. Board Member Barlow seconded. Minutes Approved 2-0.

BID OPENINGS AND QUOTES

Bid Opening for 2027 Rock Salt for Drinking Water Softening; Board Member Potasnik unsealed the bids and read them aloud:

<u>Vendor</u>	<u>Amount</u>
Compass Minerals America, Inc.	\$137.50 a ton
Mid-American Salt	\$152.00 a ton

Request for Quotes for Well Flow Test and Annual Pump Motor Maintenance; Board Member Potasnik unsealed the quotes and read them aloud:

Vendor
Bastin Logan Services Inc.
National Water Services LLC
Ortman Drilling and Water Services

Request for Quotes for Headworks Boiler Replacement with Installation; Board Member Potasnik unsealed the quotes and read them aloud:

Vendor
DEEM
HMH Contractors
P1 Mechanical
Quality Plumbing & Heating, Inc.

TABLED ITEMS

Request for Water Quality Preservation Easement; 12550 Spring Mill Rd; Board Member Potasnik moved to remove the request from the table. Board Member Barlow seconded. Tabled Item Removed 2-0. Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 2-0.

CONTRACTS

Request for Professional Services; CrossRoad Engineers, P.C.; (\$75,000.00); On-Call Engineering/Inspection Services; Additional Services Amendment #12; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 2-0.

Request for Professional Services; CrossRoad Engineers, P.C.; (\$100,000.00); On-Call Plan Review; Additional Services Amendment #13; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 2-0.

Request for Professional Services; HWC Engineering; (\$67,500.00); 24-ENG-22 Flower District Design; Additional Services Amendment #1; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 2-0.

Request for Purchase of Goods and Services; JDH Contraction,d/b/a JDH Infrastructure Group; (\$7,500.00); 96th Street - Illinois to Michigan Fiber Placement; CO#1; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 2-0.

Request for Fifth Amendment to Lease Agreement; GTE Mobilnet of Indiana Limited Partnership d/b/a Verizon Wireless; Lease Agreement; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 2-0.

REQUEST TO USE CITY STREETS/PROPERTY

Request to Use Civic Square Gazebo and Lawn; International Dance Festival; September 12, 2026; 8:00 AM to 9:00 PM; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 2-0.

Request to Use Veterans Memorial Plaza; Annual 9/11 Remembrance Ceremony; September 11, 2026; 7:00 AM to 10:00 PM; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 2-0.

Request to Use/Close City Streets; College Avenue Block Party; September 17, 2026; 12:00 PM to 10:00 PM; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 2-0.

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66 *Request to Use/Close City Streets; Cool Creek North HOA Street Party; September 19,*
67 *2026; (Rain Date September 26, 2026); 4:00 PM to 10:00 PM; Board Member Potasnik*
68 *moved to approve. Board Member Barlow seconded. Request Approved 2-0.*

69 *Request to Use/Close City Streets; Run(317) Village of WestClay; September 24, 2026; 12:00*
70 *PM to 10:00 PM; Board Member Potasnik moved to approve. Board Member Barlow seconded.*
71 *Request Approved 2-0.*

72 *Request to Use Civic Square Gazebo and Lawn and Use/Close City Streets; Freedom Rising*
73 *5k; Septemeber 27, 2026; 10:00 AM to 7:00 PM; Board Member Potasnik moved to*
74 *approve. Board Member Barlow seconded. Request Approved 2-0.*

75 *Request to Use Midtown Plaza and Use/Close City Streets; Special Request to Use*
76 *Electricity; Carmel Homecoming Pep Rally; October 1, 2026; 3:00 PM to 8:00 PM; Board*
77 *Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved*
78 *2-0.*

79 *Request to Use/Close City Streets; Carmel High School Homecoming Parade; October 2,*
80 *2026; 12:45 PM to 1:30 PM; Board Member Potasnik moved to approve. Board Member*
81 *Barlow seconded. Request Approved 2-0.*

82 *Request to Use/Close City Streets; Everyone Deserves Their Morning Sun; November 1,*
83 *2026; 8:45 AM to 9:20 AM; Board Member Potasnik moved to approve. Board Member*
84 *Barlow seconded. Request Approved 2-0.*

85 *Request to Use Carter Green and Allied Solutions Center for Performing Arts East Patio;*
86 *Special Request to Use Electricity and James Building Restrooms; Carmel Farmers Market;*
87 *May 1, 2027 through September 25, 2027; 6:00 AM to 1:30 PM; Board Member Potasnik*
88 *moved to approve. Board Member Barlow seconded. Request Approved 2-0.*

89 *Request to Use/ Close City Streets; Carmel Japan SpringFest 2027; May 2, 2027; (RAIN DATE*
90 *July 10, 2027); 7:00 AM to 6:00 PM; Board Member Potasnik moved to approve. Board*
91 *Member Barlow seconded. Request Approved 2-0.*

92 *Request to Use Allied Solutions Center for Performing Arts East Patio; Special Request to*
93 *Use Electricity; Wedding Ceremony; Rehearsal May 7, 2026; 4:00 PM to 5:30 PM; Wedding*
94 *Day May 8, 2027; 12:00 PM to 3:00 PM ; Board Member Potasnik moved to approve.*
95 *Board Member Barlow seconded. Request Approved 2-0.*

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97 *Request to Use Allied Solutions Center for the Performing Arts East Patio; Wedding*
98 *Ceremony; Rehearsal June 4, 2027; 4:00 PM to 6:00 PM; Wedding Day June 5, 2027; 2:30 PM*
99 *to 6:30 PM; Board Member Potasnik moved to approve. Board Member Barlow seconded.*
100 *Request Approved 2-0.*

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102 **OTHER**

103 *Request for Consent to Encroach; 532 Twin Oaks Dr; Board Member Potasnik moved to approve.*
104 *Board Member Barlow seconded. Request Approved 2-0.*

105 *Request for Consent to Encroach; 14470 Smickle Lane; Board Member Potasnik moved to approve.*
106 *Board Member Barlow seconded. Request Approved 2-0.*

107 *Request for Secondary Plat; 2525 W 141st Street; Board Member Potasnik moved to approve.*
108 *Board Member Barlow seconded. Request Approved 2-0.*

109 *Request for DORA Designation; Old Town Tavern; Board Member Potasnik moved to approve.*
110 *Board Member Barlow seconded. Request Approved 2-0.*

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

112 **ADJOURNMENT**

113 *Board Member Barlow adjourned the meeting at 10:15 am.*

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116 **APPROVED:** _____
117 *Jacob Quinn – City Clerk*

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120 _____
121 *Chairwoman Laura Campbell*

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124 **ATTEST:**
125 _____
126 *Jacob Quinn – City Clerk*

RESOLUTION NO. BPW 09-02-26-01

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 _____, 2025.

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 #00000000000000000000102444

Des. No.: 2401603

UEI #: FY55BHEGR2J5

CFDA No.: 20.205

This Contract (hereinafter referred to as "**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

A. i. Whenever any notice, statement, request, consent or other communication is required under this Contract (each, a "Notice"), it shall be effective only if it is in writing and: (a) personally delivered; or (b) sent by: (I) email; (II) first class U.S. mail service; or (III) a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid; to the following addresses, or to such other address or addresses as shall be furnished in writing by any party to the other party.

ii. 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

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

INDOT Greenfield District
32 South Broadway
Greenfield, Indiana 46140

iv. Notices to the LPA shall be sent to:

City of Carmel
One Civic Square
Carmel, Indiana 46032

v. Unless the sending Party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (a) when personally delivered; (b) when sent in the case of an email properly addressed; (c) three (3) days after the date deposited

with the United States mail properly addressed; or (d) the next day when delivered during business hours to an overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The PARTIES acknowledge that Notices delivered by facsimile shall not be effective.

B. As required by IC § 4-13-2-14.8, payments to the LPA shall be made via electronic funds transfer in accordance with instructions filed by the LPA with the Indiana State Comptroller.

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. **2401603**

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

General Scope/Location: **Bike/ Pedestrian facilities at the Range Line and 116th Street roundabout**

II. LPA RESPONSIBILITIES.

2.1. The LPA shall complete the Project in accordance with INDOT's Design Manual (See <https://www.in.gov/indot/doing-business-with-indot/consultants/designers/>) and all pertinent state and federal laws, regulations, policies and guidance, including the INDOT's LPA Guidance Document (See <https://www.in.gov/indot/doing-business-with-indot/local-public-agency-programs/>). The LPA or its consultant shall prepare the environmental document(s) for the Project in accordance with INDOT's Environmental Manual (See <https://www.in.gov/indot/engineering/environmental-services/>). Land acquisition for the Project by the LPA or its consultant shall be in accordance with INDOT's Real Estate Manuals (See <https://www.in.gov/indot/resources/manuals/real-estate-manual-and-resources/>).

- 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 <https://www.in.gov/indot/doing-business-with-indot/local-public-agency-programs/lpa-consultant-selection/local-public-agency-program-consultant-information/>, 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 <https://www.in.gov/indot/doing-business-with-indot/consultants/designers/utilities/>). 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, 2031**. 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 and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.
- 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 "Contractor" under 2 C.F.R. 200.331 for purposes of this Contract. However, if it is determined that the LPA is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), LPA shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq.*

- 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 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.
- 6.6.3. The LPA certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The LPA agrees that any payments currently due to the State of Indiana may be withheld from payments due to the LPA. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the LPA is current in its payments and has submitted proof of such payment to the State.
- 6.6.4. The LPA warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the LPA agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

- 6.6.5.** Pursuant to IC § 5-22-3-1, the State and the LPA shall act in good faith in connection with the performance or administration of or any negotiations undertaken in accordance with or with respect to this Contract.
- 6.6.6.** The LPA warrants that the LPA and its subcontractors, if any, 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 for the State. 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.
- 6.6.7** The LPA affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- 6.6.8.** 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 principals of the LPA certify that an affiliate or principal of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or principals 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.
- 6.6.9.** i. The Company warrants that the Company, and (if applicable) any of its holding companies, affiliates, or subsidiaries, is not:
- (1) listed in Section 889 of the 2019 National Defense Authorization Act;
 - (2) listed in Section 1260H of the 2021 National Defense Authorization Act;
 - (3) owned by the government of a country, or controlled by any governing or regulatory body located in a country, on the United States Department of Commerce's foreign adversaries list under 15 C.F.R. 791.4; or
 - (4) included on or controlled by an entity on the Specially Designated Nationals list maintained by the United States Department of the Treasury's Office of Foreign Asset Control.
- ii. In accordance with Executive Order 25-64, if the State determines that the Contractor has been added to any list or designation set forth in clauses (1) through (4) in subparagraph I.i above, after entering this Contract, the State shall investigate the reasons the Contractor was added to any such list or designation. Depending upon the outcome of such investigation, the State may be required to terminate this Contract and/or dispose of any of the goods or cease the use of any of the goods or services procured under this Contract. In addition, the State shall not be required to

pay for any goods or services tendered or provided under this Contract to the Contractor on or after the date the Contractor is added to any such list or designation.

6.7. Debarment and Suspension.

6.7.1. 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.

6.7.2. 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. In the event that any dispute arises with respect to this Contract, the LPA and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

6.9.2. If a valid dispute exists as to the LPA's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the LPA, the LPA may request that it be allowed to continue, or receive work, without delay. In any event, the LPA agrees that, notwithstanding the existence of a dispute, it will 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 the State or the LPA as a result of such failure to proceed shall be borne by

the LPA, and the LPA shall make no claim against the State for such costs. Any payments that the State may delay, withhold, deny, or apply under this subparagraph shall not be subject to penalty or interest, except as permitted by IC § 5-17-5..

- 6.9.3. If the PARTIES are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration (the "IDOA") for resolution, except as otherwise provided in the Funding Cancellation and Termination for Convenience paragraphs. The dissatisfied party shall give written notice to the Commissioner of the IDOA (the "Commissioner") and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute. The notice may also afford the PARTIES the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both PARTIES. The Commissioner's decision shall be the final and conclusive administrative decision, unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the PARTIES accept the Commissioner's decision, it may be memorialized as a written amendment to this Contract, if appropriate.
- 6.9.4. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.
- 6.9.5. With the written approval of the Commissioner, the PARTIES may agree to forego the process described in subparagraph C, relating to submission of the dispute to the Commissioner.
- 6.9.6 This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State, as described in that statute. In particular releases or settlement agreements involving releases of legal claims or potential legal claims of the State should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.
- 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 has required and shall require his/her/its subcontractors, who perform work under this Contract, to certify to the LPA 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 LPA 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 this Contract 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 is reasonably possible under the circumstances give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

6.13. Funding Cancellation Clause.

- A.** 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. The date of such written determination shall be the effective date of cancellation.
- B.** If the funds specified in this Contract for paying the LPA come solely from sources other than State funds and the State Budget Agency or the Commissioner of INDOT makes a written determination that there are no longer any available funds from such sources to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the State Budget Agency or such officer of the State that such funds are not otherwise available to support continuation of performance shall be final and conclusive. The date of such written determination shall be the effective date of cancellation.
- C.** The LPA shall be compensated for any work or services performed under this Contract prior to the effective date of cancellation. The State will not be liable for services performed after the effective date of cancellation. The LPA and the State shall agree on the amount of payment for such work or services performed. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders. Failure to agree on any item in this subparagraph constitutes a dispute under the Disputes paragraph. With the exception of any item in this subparagraph on which the LPA and the State fail to agree, no other item in this paragraph shall constitute a dispute under the Disputes paragraph.

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, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the LPA and/or its subcontractors, if any, in the performance of this Contract. The State will not provide indemnification to the LPA.

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 Contract 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 The 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 LPA's workforce. The PARTIES agree that a breach of this subparagraph is a material breach of this Contract, including for purposes of Indiana Code § 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.

6.17.3 INDOT is a recipient of federal funds, and therefore, INDOT 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, 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, limited English proficiency, 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 the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA shall so certify to INDOT or the Federal Highway Administration 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 Federal Highway Administration 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.

- 6.18.1** 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.
- 6.18.2** If the LPA is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC §4-13-2-20(b)(14), the LPA agrees that if it

fails to fully provide or perform under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

6.19. Penalties, Interest and Attorney's Fees. The State does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2. 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 LPA 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 LPA 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.

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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
By: Sue Pinkam
F2811D170A1F460...
Title: Mayor
Date: 7/30/2026 | 16:49 EDT

Indiana Department of Transportation
By: Eaton-Mckalip, Kathy - 00800
BC7308F386E24E1...
Title: Director, Local Programs
Date: 7/30/2026 | 18:40 PDT

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 July 2, 2026.
FA 26-21*

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	\$ 430,200.00
Construction Inspection	\$ 43,020.00

- B. The maximum amount of federal funds allocated to this project is **\$473,220.00**.
- 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/doing-business-with-indot/local-public-agency-programs/>.
- 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/doing-business-with-indot/local-public-agency-programs/>.

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.

STIND/00000000000000000000000000000000	Approved
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Agency Fiscal Approval

	Approved Paige Pitcock - 00800 Agency Fiscal Approval for SCM 08/03/26 - 12:25 PM
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[illegible][illegible]

RESOLUTION NO. BPW 09-02-26-02

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 _____, 2025.

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 #00000000000000000000102446

Des. No.: 2401611

UEI #: FY55BHEGR2J5

CFDA No.: 20.205

This Contract (hereinafter referred to as "**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

A. i. Whenever any notice, statement, request, consent or other communication is required under this Contract (each, a "Notice"), it shall be effective only if it is in writing and: (a) personally delivered; or (b) sent by: (I) email; (II) first class U.S. mail service; or (III) a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid; to the following addresses, or to such other address or addresses as shall be furnished in writing by any party to the other party.

ii. 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

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

INDOT Greenfield District
32 South Broadway
Greenfield, Indiana 46140

iv. Notices to the LPA shall be sent to:

City of Carmel
One Civic Square
Carmel, Indiana 46032

v. Unless the sending Party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (a) when personally delivered; (b) when sent in the case of an email properly addressed; (c) three (3) days after the date deposited

with the United States mail properly addressed; or (d) the next day when delivered during business hours to an overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The PARTIES acknowledge that Notices delivered by facsimile shall not be effective.

B. As required by IC § 4-13-2-14.8, payments to the LPA shall be made via electronic funds transfer in accordance with instructions filed by the LPA with the Indiana State Comptroller.

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. **2401611**

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

General Scope/Location: **Bike/ Pedestrian crosswalks at Hazel Dell Parkway and Main Street Roundabout**

II. LPA RESPONSIBILITIES.

2.1. The LPA shall complete the Project in accordance with INDOT's Design Manual (See <https://www.in.gov/indot/doing-business-with-indot/consultants/designers/>) and all pertinent state and federal laws, regulations, policies and guidance, including the INDOT's LPA Guidance Document (See <https://www.in.gov/indot/doing-business-with-indot/local-public-agency-programs/>). The LPA or its consultant shall prepare the environmental document(s) for the Project in accordance with INDOT's Environmental Manual (See <https://www.in.gov/indot/engineering/environmental-services/>). Land acquisition for the Project by the LPA or its consultant shall be in accordance with INDOT's Real Estate Manuals (See <https://www.in.gov/indot/resources/manuals/real-estate-manual-and-resources/>).

- 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 <https://www.in.gov/indot/doing-business-with-indot/local-public-agency-programs/lpa-consultant-selection/local-public-agency-program-consultant-information/> 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 <https://www.in.gov/indot/doing-business-with-indot/consultants/designers/utilities/>). 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, 2031**. 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 and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.
- 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 "Contractor" under 2 C.F.R. 200.331 for purposes of this Contract. However, if it is determined that the LPA is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), LPA shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq.*

- 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 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.
- 6.6.3. The LPA certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The LPA agrees that any payments currently due to the State of Indiana may be withheld from payments due to the LPA. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the LPA is current in its payments and has submitted proof of such payment to the State.
- 6.6.4. The LPA warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the LPA agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

- 6.6.5.** Pursuant to IC § 5-22-3-1, the State and the LPA shall act in good faith in connection with the performance or administration of or any negotiations undertaken in accordance with or with respect to this Contract.
- 6.6.6.** The LPA warrants that the LPA and its subcontractors, if any, 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 for the State. 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.
- 6.6.7** The LPA affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- 6.6.8.** 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 principals of the LPA certify that an affiliate or principal of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or principals 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.
- 6.6.9.** i. The Company warrants that the Company, and (if applicable) any of its holding companies, affiliates, or subsidiaries, is not:
- (1) listed in Section 889 of the 2019 National Defense Authorization Act;
 - (2) listed in Section 1260H of the 2021 National Defense Authorization Act;
 - (3) owned by the government of a country, or controlled by any governing or regulatory body located in a country, on the United States Department of Commerce's foreign adversaries list under 15 C.F.R. 791.4; or
 - (4) included on or controlled by an entity on the Specially Designated Nationals list maintained by the United States Department of the Treasury's Office of Foreign Asset Control.
- ii. In accordance with Executive Order 25-64, if the State determines that the Contractor has been added to any list or designation set forth in clauses (1) through (4) in subparagraph I.i above, after entering this Contract, the State shall investigate the reasons the Contractor was added to any such list or designation. Depending upon the outcome of such investigation, the State may be required to terminate this Contract and/or dispose of any of the goods or cease the use of any of the goods or services procured under this Contract. In addition, the State shall not be required to pay for any goods or services

tendered or provided under this Contract to the Contractor on or after the date the Contractor is added to any such list or designation.

6.7. Debarment and Suspension.

6.7.1. 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.

6.7.2. 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. In the event that any dispute arises with respect to this Contract, the LPA and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

6.9.2. If a valid dispute exists as to the LPA's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the LPA, the LPA may request that it be allowed to continue, or receive work, without delay. In any event, the LPA agrees that, notwithstanding the existence of a dispute, it will 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 the State or the LPA as a result of such failure to proceed shall be borne by

the LPA, and the LPA shall make no claim against the State for such costs. Any payments that the State may delay, withhold, deny, or apply under this subparagraph shall not be subject to penalty or interest, except as permitted by IC § 5-17-5..

- 6.9.3. If the PARTIES are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration (the "IDOA") for resolution, except as otherwise provided in the Funding Cancellation and Termination for Convenience paragraphs. The dissatisfied party shall give written notice to the Commissioner of the IDOA (the "Commissioner") and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute. The notice may also afford the PARTIES the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both PARTIES. The Commissioner's decision shall be the final and conclusive administrative decision, unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the PARTIES accept the Commissioner's decision, it may be memorialized as a written amendment to this Contract, if appropriate.
- 6.9.4. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.
- 6.9.5. With the written approval of the Commissioner, the PARTIES may agree to forego the process described in subparagraph C, relating to submission of the dispute to the Commissioner.
- 6.9.6 This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State, as described in that statute. In particular releases or settlement agreements involving releases of legal claims or potential legal claims of the State should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.
- 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 has required and shall require his/her/its subcontractors, who perform work under this Contract, to certify to the LPA 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 LPA 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 this Contract 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 is reasonably possible under the circumstances give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

6.13. Funding Cancellation Clause.

- A.** 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. The date of such written determination shall be the effective date of cancellation.
- B.** If the funds specified in this Contract for paying the LPA come solely from sources other than State funds and the State Budget Agency or the Commissioner of INDOT makes a written determination that there are no longer any available funds from such sources to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the State Budget Agency or such officer of the State that such funds are not otherwise available to support continuation of performance shall be final and conclusive. The date of such written determination shall be the effective date of cancellation.
- C.** The LPA shall be compensated for any work or services performed under this Contract prior to the effective date of cancellation. The State will not be liable for services performed after the effective date of cancellation. The LPA and the State shall agree on the amount of payment for such work or services performed. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders. Failure to agree on any item in this subparagraph constitutes a dispute under the Disputes paragraph. With the exception of any item in this subparagraph on which the LPA and the State fail to agree, no other item in this paragraph shall constitute a dispute under the Disputes paragraph.

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, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the LPA and/or its subcontractors, if any, in the performance of this Contract. The State will not provide indemnification to the LPA.

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 Contract 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 The 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 LPA's workforce. The PARTIES agree that a breach of this subparagraph is a material breach of this Contract, including for purposes of Indiana Code § 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.

6.17.3 INDOT is a recipient of federal funds, and therefore, INDOT 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, 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, limited English proficiency, 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 the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA shall so certify to INDOT or the Federal Highway Administration 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 Federal Highway Administration 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.

- 6.18.1** 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.
- 6.18.2** If the LPA is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC §4-13-2-20(b)(14), the LPA agrees that if it

fails to fully provide or perform under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

6.19. Penalties, Interest and Attorney's Fees. The State does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2. 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 LPA 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 LPA 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

By: Sue Pinkam
F2811D170A1F460...

Title: Mayor

Date: 7/30/2026 | 16:47 EDT

Indiana Department of Transportation

By: Eaton-Mckalip, Kathy - 00800
BC7308F386E24E1...

Title: Director, Local Programs

Date: 7/30/2026 | 18:41 PDT

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 July 2, 2026.
FA 26-21*

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	\$ 434,400.00
Construction Inspection	\$ 43,440.00

- B. The maximum amount of federal funds allocated to this project is **\$477,840.00.**
- 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/doing-business-with-indot/local-public-agency-programs/>.
- 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/doing-business-with-indot/local-public-agency-programs/>.

III. Repayment Provisions.

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

Agency Fiscal Approval

[illegible]

IDOA Approval

[illegible]

SBA Approval

[illegible]

The Etica Group, Inc.
Engineering Department - 2026
Appropriation #2200 0 44-628.71 2024 Bond Fund; P.O. #118118
Contract Not To Exceed \$64,340.00

**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: 8/12/2026

AMENDMENT NO. 3



Date:

June 26, 2026

Project:

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

**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

- **CFD Redirection** - Multiple changes in design concept for bunk rooms, shower, and lockers which also extended the project schedule.
 - Extension of the Design Phase by 8 weeks due to multiple plan changes and development of many options beyond typical standard of care. Included approximately 5 additional meetings to finalize the floor plan.
 - Multiple stops and restarts due to lack of clear direction, budgeting and deadline dates from Owner.
- **Decontamination Room Expanded Scope** - Decon design requiring architectural, structural, MEP design was added to the scope. The equipment CFD plans to use has now changed so more modifications are needed to the documents before they are issued.
 - Architectural work includes additional field work, demolition plan, floor plan, ceiling plan, and associated elevations, door and finish schedules.
 - Structural work to include removal of existing slab, engineering design for the new 14" thick slab, and associated drawings.
 - Mechanical work to include new exhaust air and balancing.
 - Plumbing work to include new shower, H/C water supply and waste to the extractor and other plumbing fixtures.
 - Electrical includes power for the equipment and new wipe-down lighting fixtures.
- **Additional Study Expanded Scope** - The Owner requested an addition adjacent to the fitness room that would utilize as much of the existing outdoor patio structure as practical. The addition was explored as part of the Design Development process to validate the budget for the Fire Department and to have conversations with City of Carmel leadership.
 - Etica has provided a conceptual sketch of the Fitness Addition as part of its basic services in the Pricing Set issued on 1/26/2026. This conceptual layout is the basis for the additional fee request.
- **Sprinkler investigation expanded scope** – we spent time meeting with the Fire Marshal's office to understand existing sprinkler system and how CFD wanted to address deficiencies. At CFD's request I met with RTM to understand code implications and got quote for Christina to do an inspection.
- **ADA Exemption Variance**
- Etica has concluded its work under our original agreement dated August 25, 2026.

2. PROFESSIONAL FEES

Refer to attached supporting breakout of the fee.

Description	Station 42 & 46
Additional Design	\$54,240
Variances	\$5,000
Total	\$59,240

Based on the proposed scope, the total lump-sum fee for amendment No. 3 is **\$59,240.00** 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

***Reimbursable expenses not to exceed \$5,100.00**

5. 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.

Carmel Fire Department - Station 42 & 46 Amendment No. 3 Breakout (6-26-2026)

CFD Redirection - Multiple changes in design concept for bunk rooms, shower, and lockers which also extended the project schedule.

Title / Name	Hourly Rate	Hours	Total Fees
Sr. PM - Architecture, Toby Winiger	\$ 230.00	20	\$4,600.00
Sr. Project Architect - Toni Grimes	\$ 210.00	30	\$6,300.00
Architectural Designer	\$ 140.00	100	\$14,000.00
			\$24,900.00

Decontamination Room Expanded Scope - Decon design requiring architectural, structural, MEP design was added to the scope. The equipment CFD plans to use has now change so more modifications are needed to the documents before they are issued.

Title / Name	Hourly Rate	Hours	Total Fees
Sr. PM - Architecture, Toby Winiger	\$ 230.00	4	\$920.00
Sr. Project Architect - Toni Grimes	\$ 210.00	38	\$7,980.00
Architectural Designer	\$ 140.00	24	\$3,360.00
Applied Engineering			\$8,500.00
			\$20,760.00

Addition Study Expanded Scope - Intial design was requested by the Client to obtain pricing. Also included time to meet with Carmel Planning to review the approval process.

Title / Name	Hourly Rate	Hours	Total Fees
Sr. PM - Architecture, Toby Winiger	\$ 230.00	1	\$230.00
Sr. Project Architect - Toni Grimes	\$ 210.00	20	\$4,200.00
Architectural Designer	\$ 140.00	16	\$2,240.00
			\$6,670.00

Sprinkler investigation expanded scope – we spent time meeting with the Fire Marshal’s office to understand existing sprinkler system and how CFD wanted to address deficiencies. At CFD’s request I met with RTM to understand code implications and got quote for Christina to do an inspection.

Title / Name	Hourly Rate	Hours	Total Fees
Sr. PM - Architecture, Toby Winiger	\$ 230.00	1	\$230.00
Sr. Project Architect - Toni Grimes	\$ 210.00	8	\$1,680.00
Architectural Designer	\$ 140.00	0	\$0.00
			\$1,910.00

TOTAL FEE

\$54,240.00



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

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.	City Engineering's Office
	8720 CASTLE CREEK PKWY EAST	1 Civic Square
	SUITE 400	Carmel, IN 46032-
	INDIANAPOLIS, IN 46250 -	Laurie Slick

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
103625				

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

Account: 44-628.71

1 Each	24-CFD-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
1 Each	ASA 3 - 24-CFD-03 - Station 42 & 46 - Renovation - Design (includes expense NTE \$5,100)	\$64,340.00	\$64,340.00

Sub Total \$343,501.47

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
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SHIPPING INSTRUCTIONS

*SHIP PREPAID.

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

*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING

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

PAYMENT

\$343,501.47

* 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

TITLE

CONTROL NO. 118118

Insituform Technologies USA, LLC
Utilities Department - 2026
Appropriation #02-1050-45 Fund; P.O. #S03167
Contract Not To Exceed \$124,826.00

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

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and Insituform Technologies USA, LLC, (the "Vendor"), as City Contract dated April 1, 2026 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

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

By:

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

Insituform Technologies USA, LLC

By:



Authorized Signature

Riyad Khan

Printed Name

Contracting and Attesting Officer

Title

FID/TIN: 43-1319597

Date: 8/12/2026





Exhibit A

Insituform Technologies USA, LLC
 2130 Stout Field West Drive
 Indianapolis, IN 46241
 Tel: (317) 408-7136
 Fax: (317) 663-0923
 www.insituform.com

July 8, 2026

To: Ben Donald, Operations Manager
9609 Hazel Dell Pkwy
Carmel, IN 46280
bdonald@carmel.in.gov

Project Name: Rohrer Road 12-Inch CIPP Proposal
Omnia Partners Contract Number 23-065-PW
City of Carmel, IN

SO-00226366

Insituform Technologies USA, LLC, herein proposes to furnish a Proposal for all labor, materials, equipment, and services necessary to reconstruct the referenced project.

Assumptions and Qualifications

A site review was performed for this project. If conditions are materially different from those communicated to **Insituform Technologies USA, LLC**, we reserve the right to void or renegotiate the pricing contained in this proposal.

We have based this proposal on a nominal wall thickness for the Insitutube as shown in the price. This is based on the best available information at the time of this proposal. Existing pipe deterioration in excess of the conditions assumed, ground water loads in excess of those assumed, or other loads or conditions may increase the recommended thickness for all or portions of the work. Final recommendations may be submitted to you following the completion of the preliminary TV phase of the project. Stated prices are subject to adjustment if design changes are agreed upon.

Specific service connections will be reconnected only when written directions are received from the Owner/Prime Contractor with an additional charge for each service connection. The Owner/Prime Contractor will indemnify and hold **Insituform Technologies USA, LLC** harmless from all claims arising from backups and other effects of such actions or inaction's from services not opened at the owner's request. In the event that Insituform is unable to locate or reconnect a service lateral internally, the Owner/Prime Contractor will externally reconnect the service at no cost to Insituform. Water shall be provided at no cost to Insituform Technologies USA, LLC. for all construction phases of this project. Insituform Technologies USA, LLC. will follow all required deposit, backflow prevention, and metering procedures.

The Owner/Prime Contractor will provide access to both ends of the line and point repairs if needed. Installation can be completed after point repairs and accesses to both ends are completed.

Proposal Pricing

PAY ITEM	DESCRIPTION	QTY.	U/M	UNIT PRICE	AMOUNT
507	Travel and Mobilization	1	LS	\$ 8,975.00	\$ 8,975.00
4	12" x 6 mm CIPP	1536	LF	\$ 55.25	\$ 84,864.00
17	10"- 12" Additional 1.5 mm	1536	LF	\$ 5.00	\$ 7,680.00
27	6" - 12" CIPP Setup Charge Per Install Length	1536	LF	\$ 13.25	\$ 20,352.00
37.1	Service Reinstatements 6" - 18"	14	EA	\$ 77.50	\$ 1,085.00
184	Traffic Control	2	Days	\$ 935.00	\$ 1,870.00
TOTAL					\$ 124,826.00

12-Inch x 7.5 mm thickness

Proposal Inclusions

The prices stated in this proposal include:

1. Mobilizations and demobilization.
2. Pipe line cleaning. Loose debris and “normal” deposits only. Extraordinary conditions will need to be treated as a point repair.
3. Pre-Video inspections and documentation of existing pipe prior to reconstruction with the Insituform process for pipe rehabilitated by CIPP.
4. Final video inspection following completion of the installation to document your new pipe rehabilitated by CIPP.
5. Insitutube wetout using 400,000 Flexural Modulus resin, inversion, curing, and finishing.
6. Confined space safe entry practices.
7. One-year standard construction warranty.
8. Certificate of insurance with a standard coverage (Does not include Primary and Non-Contributory Coverage)

Proposal Exclusions

Not included in the prices stated in this estimate are costs associated with the items listed below. These items, if needed or found to be applicable, would be provided by Insituform Technologies USA, LLC. at your additional cost; or would be furnished by others, at your direction, at no cost to Insituform Technologies USA, LLC.:

- a) Clear access to sewer through new or existing manhole, manhole frame and chimney/corbel removed.
 - b) Access to a sanitary sewer on site to dispose of cure water.
 - c) If preliminary video inspection of the pipe interior indicates excessive damage, or other extra-ordinary condition, which will require excavation, or other extraordinary remedy, to prepare the pipe for installation of the Insitutube, then those services will be provided by the Prime contractor or Owner. This will include excessive roots, excessive debris and protruding taps.
 - d) Additional cleaning and televising mobilizations and/or setups due to point repairs, obstruction removals, or delays out of our control will be an additional charge.
 - e) Manual operation of any pumping and/or metering stations.
 - f) Water from fire hydrants within a convenient distance from each cleaning and inversion site location.
 - g) Legal dumpsite for debris resulting from pipe cleaning.
 - h) *If any hazardous or toxic materials are encountered during the project, the Owner/Prime Contractor will be responsible for the removal and disposal of the materials.*
 - i) Installation of cleanouts, or other ports, if required for special bypass pumping requirements for businesses.
 - j) Manhole installation, rehabilitation, and/or replacement, if needed to install CIPP.
 - k) Project permits and/or local licenses.
 - l) State and local sales and/or use taxes on the value of the project. If you are exempt please submit the appropriate documentation.
 - m) Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project.
 - n) Performance and Payment Bond not included. This is available upon request, but if required please add 3.5% to the total project cost.
-

Proposal Terms and Conditions

- a) **Limits of Liability.** In consideration of Insituform Technologies USA, LLC.'s agreement to maintain no less than \$5,000,000 of comprehensive general liability insurance in the form required by the Contract, Insituform Technologies USA, LLC.'s liability to the Owner for any matter covered by such insurance will be limited to the extent of such insurance and the Owner will indemnify and hold Insituform Technologies USA, LLC. harmless from any third party claims covered by such insurance to the extent such claims exceed the limits of such insurance. Neither party shall be liable to the other for consequential damages relating to the contract. In case of conflict between this provision and any other provision in the Contract as ultimately executed, this provision shall govern and prevail.
- b) **LIMITED WARRANTY.** IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY. WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
- c) **MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES.** Notwithstanding anything to the contrary set forth in the Contract, neither party shall be liable to the other or any third party for consequential damages relating to or arising out of the Contract
- d) **PROPOSAL SUBJECT TO NEGOTIATION OF OTHER STANDARD TERMS OF AGREEMENT.** This proposal is subject to agreement of the parties on other terms and conditions as are customary in contracts of this nature.
- e) If, during the performance of this contract, any cost price determining factor considered by Subcontractor in determining the subcontract price significantly increases, through no fault of Subcontractor, the price of this subcontract shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding 5% experienced by Subcontractor from the date of the contract signing. Such price increases shall be documented through quotes, invoices, or receipts. Where the delivery of any material is delayed, through no fault of Subcontractor because of the shortage or unavailability of any raw materials, including resin, Subcontractor shall not be liable for any additional costs or damages associated with such delay(s).
- f) Quantities are estimated. Unit prices apply for actual invoice and payment.
- g) Payments are due at net within thirty days of invoice. Final payment is due within thirty days of completion of project.
- h) Monthly progress partial payments may be requested for the value of work in progress or completed, including materials secured and on site.
- i) Prices stated are in effect for thirty days from the date of this proposal. The acceptance period may be extended at the sole option of Insituform Technologies USA, LLC. If, during the performance of this contract, any cost price determining factor considered by Contractor in determining the contract price significantly increases, through no fault of Contractor, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding 5% experienced by Contractor from the date of the contract signing. Price increases resulting from increased costs of materials, labor, fuel, freight, and other cost inputs shall be verified, in writing, by Contractor's Vice President of Procurement. Due to the confidential nature of Contractor's pricing from Vendors, verification shall consist of a statement of percentage change in cost from the date of Contractor's estimate through the date of the change order request. Where the delivery of any material is delayed, through no fault of Contractor because of the shortage or unavailability of any raw materials, including resin, Contractor shall not be liable for any additional costs or damages associated with such delay(s). Nothing contained in this clause shall preclude Contractor from entitlement to more than one equitable adjustment if its costs continue to significantly (as defined above) rise during the duration of the project.
- j) **Conflicts.** In case of conflict between the provision of the aforesaid paragraphs and any other provision in the Contract as ultimately executed the provisions as set forth above shall govern and prevail.

Offered By:

Accepted By:

Insituform Technologies USA, LLC.



Jay B. Ferguson
Business Development Manager

Signature

Name/Title

Organization

Accepted by: Insituform Technologies USA, LLC.

Organization Address

Date: _____

Is this Project Tax Exempt? _____ If Yes, please provide Tax Exemption Form and, where applicable, Project Exemption Form.

Does this Project require Certified Payroll? _____ Are there wage rates? _____. If yes, please provide a copy of the wage rates.

Project Insurance Requirements attached _____ (please provide project insurance requirements or attach a sample cert of insurance)

Project Owner: Name _____ Address _____

Project Location: City _____ State _____ Zip _____

This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other contract document it shall not be acknowledged without this accepted proposal as an attachment.

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0
FEDERAL EXCISE TAX EXEMPT
35-6000972

PAGE 1

PURCHASE ORDER NUMBER
S03167

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

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
8/10/2026			365399	

VENDOR INSITUFORM TECHNOLOGIES LLC
PO BOX 74008440
Chicago IL 60674-8440

Carmel Utilities
SHIP 30 West Main St Ste 220
TO Carmel, IN 46032

CONFIRMATION	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
1.00	Each	Rohrer Road 12 Inch CIPP Contract 23-065-PW	124,826.00 DEPRN 02-1050-45	124,826.00

PLEASE INVOICE IN DUPLICATE

Credit 0.00

Department	Account	Project	Project Account	AMOUNT
------------	---------	---------	-----------------	--------

PAYMENT 124,826.00

SHIPPING INSTRUCTIONS

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

- * 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 OBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

TITLE

DOCUMENT CONTROL NO. S03167

CLERK-TREASURER



SPECIAL EVENT / FACILITY USE REQUEST

Request submission date: 07/26/2026

Department Review:

MAC: yes

CFD: yes

ENG: yes

STREETS: yes

CPD: yes

PARKS: yes

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

☐ Civic Square Fountain Area

☐ Civic Square Gazebo / Lawn

☐ Monon & Main Plaza

☐ Midtown Plaza

☐ Reflecting Pool

☐ Other

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

2. EVENT DETAILS

Event Purpose &

Description: *

Provide a brief description of event

15th annual Brookshire 500 lawnmower race and fund raiser for local charities.

Brookshire North Lawn Mower Race / AKA Brookshire 500

Brookshire 500 neighborhood social event where we close Andover Dr and have (non-modified) lawnmower race and fund raiser for local charities.

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

☐ Yes ☒ No

Event Date Start *

10/3/2026

Event Date End *

10/3/2026

Rain Date *

10/3/2026

If multiple dates, please list

Set-Up time: *

8:00:00 AM

Tear Down (End) time: *

11:55:00 PM

Event Start time: *

10:00:00 AM

Event End time: *

11:00:00 PM

Rehearsal

☒ No ☐ Yes

Number of People Expected: *

80

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

The race is on Andover drive starting near 12902 Andover, see attached map.

Include addresses as appropriate

Upload Map

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

Brookshire 500 course map.jpg

313.95KB

Type of Closure:

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

Explain lane restrictions needed and other needed below:

Further Info for type of closure

we close the Drive from a few houses to the south of my address and to the north of Pepermill Ct.

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 we usually borrow eight barricades, three crowd control fences, 30 cones from the street department. and have the street swept Thursday before the race.

Cones *

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

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

Barricades *

Please note the number of Barricades needed

8

Crowd-Control Gates *

Please note the number of Crowd-Control Gates needed

3

Standard Cones *

Please note the number of Standard Cones needed

30

Tall Skinny Cones *

Please note the number of Tall Skinny Cones needed

4

5. EVENT SET UP:

- ☐ Stage

Size of Stage



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

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

- ☐ Bounce House
☒ N/A
☐ Other

Name of Merchants(s) doing the setup

3175699969

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 *

Bryan Patrick Ferry

Email *

Bryan@inmodconstruction.com

Phone Number: *

3175699969

Cell Number:

3175699969

Name/Organization:

Integrated Modular Construction

Address

Street Address

12902 Andover Drive

Address Line 2

City

CARMEL

Postal / Zip Code

46033-2418

State / Province / Region

IN

Country

United States

Organization Type: *

Non-Profit Organization

Residency

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

- ☒ Yes
☐ No

SECURITY DEPOSIT AND FEE:

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

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

DISCLAIMER:



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

Acknowledgement and Agreement

Mayor's Office

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

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

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

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

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

Brookshire North HOA
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Bryan Patrick Ferry
Printed Name and Title (If applicable)

*

3175699969
Phone Number (Required)

12902 Andover Dr. Carmel IN 46033
Address of Organization/Applicant

7/27/2026
Date

Submit

City of Carmel Use Only

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____



Andover Dr

4 min
0.2 mile

Andover Dr

12860 Andover Dr



SPECIAL EVENT / FACILITY USE REQUEST

Request submission date: 07/28/2026

Department Review:

MAC: yes

ENG: yes

CPD: yes

CFD: yes

STREETS: yes

PARKS: yes

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

☐ Civic Square Fountain Area

☐ Monon & Main Plaza

☐ Reflecting Pool

☐ Civic Square Gazebo / Lawn

☐ Midtown Plaza

☒ Other

City Streets

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

2. EVENT DETAILS

Event Purpose &

Description: *

Provide a brief description of event

Gluhwein Gallop 5K - Event is part of the Christkindlmarkt Festival and open to everyone.

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

☒ Yes ☐ No

Event Date Start *

12/12/2026

Event Date End *

12/12/2026

Rain Date *

12/12/2026

If multiple dates, please list

single event date

Set-Up time: *

7:00:00 AM

Tear Down (End) time: *

11:00:00 AM

Event Start time: *

9:00:00 AM

Event End time: *

10:30:00 AM

Rehearsal

☒ No ☐ Yes

Number of People Expected: *

2,500

Fees?

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

☒ Yes ☐ No

Fees (cont'd)

Purpose of fee

Entry fee for the event

2. STREET(S) REQUESTED:

Neighborhood

See attached map

Name/Streets to be closed

Include addresses as appropriate

Upload Map

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

Gluhwein Gallop 5K.pdf

344.6KB

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

Run/Walk event - rolling closure. Streets can re-open as soon as last walkers comes thru intersections.

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.

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

3173401115

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 *** Don Carr**Email *** don@tuxbro.com**Phone Number: *** 3173401115**Cell Number:** 3173401115**Name/Organization:** Tuxedo Brothers**Address**
Street Address
6265 Boone Ridge
Address Line 2

City	State / Province / Region
Zionsville	IN
Postal / Zip Code	Country
46077	United States

Organization Type: * Non-Profit Organization**Residency**
Is the Organization based within the City of Carmel city limits?
☐ Yes
☒ No**SECURITY DEPOSIT AND FEE:**

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

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

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Acknowledgement and Agreement

Mayor's Office

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

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

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

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

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

Donald Carr
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Donald Carr, president
Printed Name and Title (If applicable)

*

3173401115
Phone Number (Required)

6265 Boone Ridge, Zionsville, IN 46077
Address of Organization/Applicant

7/29/2026
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: _____



6TH ANNUAL

5k Run/Walk

Saturday, December 12, 9 a.m.

COURSE MAP

Start and finish at Carmel Christkindlmarkt!

Check in and registration at the Winter Pavilion.

Parking available in the Civic Square, Veterans Way, or City Center parking garages and the Carmel United Methodist parking lot.



November 21 - December 24, 2026
carmelchristkindlmarkt.com

Main Street

Monon Trail

Rangeline Road

Carmel United Methodist Church

City Center
P

Veterans Way
P

Civic Square
P

Veterans Way

3rd Ave SW

Gradle Drive

START
FINISH

Christkindlmarkt

Guilford Road



SPECIAL EVENT / FACILITY USE REQUEST

Request submission date: 07/28/2026

Department Review:

MAC: yes

ENG: yes

CPD: yes

CFD: yes

STREETS: yes

PARKS: yes

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

☐ Civic Square Fountain Area

☐ Monon & Main Plaza

☐ Reflecting Pool

☐ Civic Square Gazebo / Lawn

☐ Midtown Plaza

☒ Other

Main Street

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

2. EVENT DETAILS

Event Purpose &

Description: *

Provide a brief description of event

Festival of Ice is taking place on main street on January 15th and then moving to Carter Green on the 16th (separate BPW has been submitted for Carter Green)

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

☒ Yes ☐ No

Event Date Start *

1/15/2027

Event Date End *

1/15/2027

Rain Date *

1/15/2027

If multiple dates, please list

Set-Up time: *

7:00:00 AM

Tear Down (End) time: *

9:00:00 PM

Event Start time: *

4:00:00 PM

Event End time: *

8:00:00 PM

Rehearsal

☒ No ☐ Yes

Number of People Expected: *

1,000

Fees?

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

☐ Yes ☒ No

2. STREET(S) REQUESTED:

Neighborhood

No road closure

Name/Streets to be closed

Include addresses as appropriate

Upload Map

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

FOI Map 2027.pdf

290.12KB

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

Cones*

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

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

Standard Cones*

Please note the number of Standard Cones needed

30

No Parking Signs*

Please note the number of NO PARKING SIGNS needed

15

5. EVENT SET UP:

- ☐ Stage

Size of Stage

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

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

- ☐ Bounce House
☐ N/A
☐ Other

Party Time Rentals

Name of Merchants(s) doing the setup

3175362022

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 * Kenna Dishmond

Email * kdishmond@carmel.in.gov

Phone Number: * 3177719972

Cell Number:

Name/Organization: City of Carmel

Address

Street Address

10 Carter Green

Address Line 2

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.

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Acknowledgement and Agreement

Mayor's Office

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

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

City of Carmel
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

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

*

317-771-9972
Phone Number (Required)

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

7/28/2026
Date

Submit

City of Carmel Use Only

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

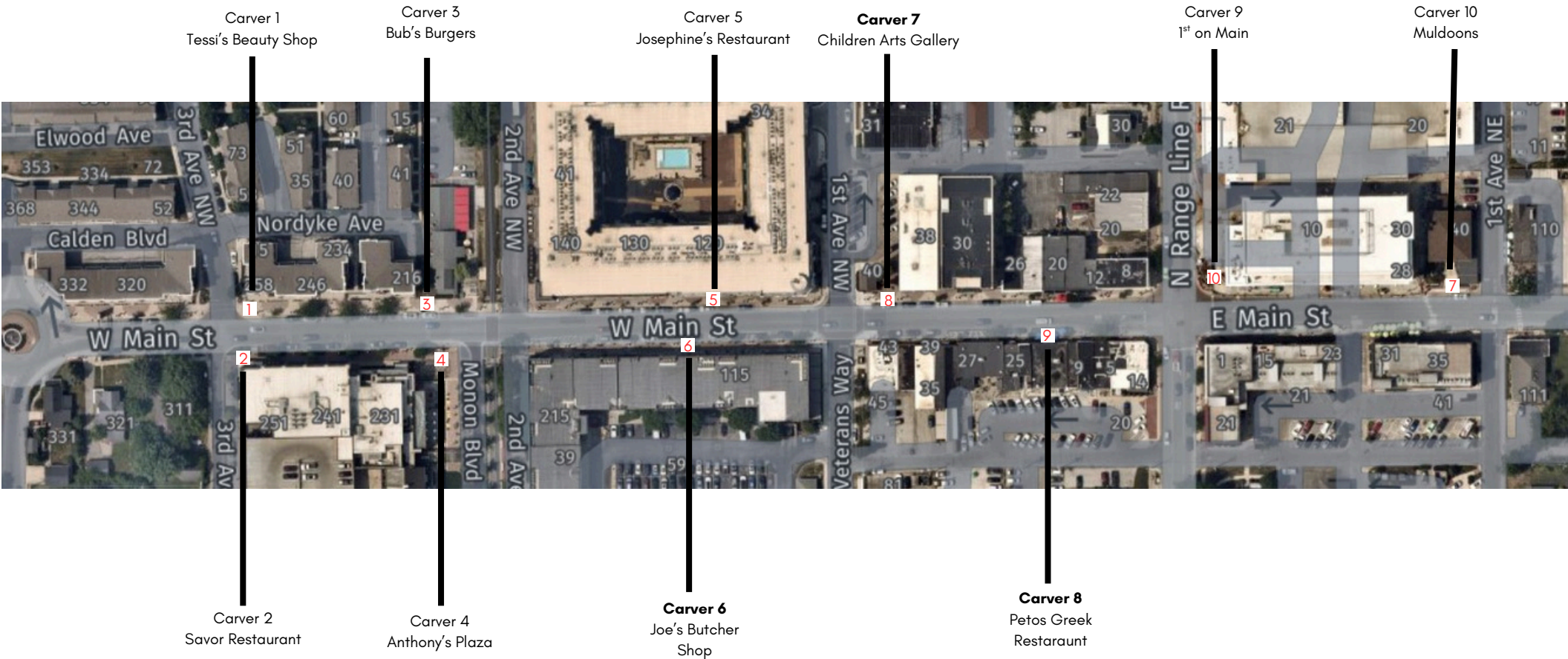
ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____

Festival of Ice 2027 Main Street Map



CARTER GREEN SPECIAL EVENT / FACILITY USE REQUEST FORM

Request submission date: 07/28/2026

Department Review:

MAC: yes

CFD: yes

ENG: yes

STREETS: yes

CPD: yes

PARKS: yes

Information

1. CITY FACILITY REQUESTED:

Mark all that apply

FACILITY *

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

2. EVENT DETAILS:

Event Purpose & Description:

Provide a brief description of event

Festival of Ice- Ice Sculpting Event

Attach additional pages if needed-SEE BELOW

Event Date Start *

1/16/2027

Event Date End *

1/16/2027

Rain Date *

1/16/2027

If multiple dates,
please list

Set-Up time *

7:00:00 AM

Tear Down End time *

9:00:00 PM

Event Start time: *

10:00:00 AM

Event End time: *

6:00:00 PM

Rehearsal *

☒ No ☐ Yes

Number of People Expected: *

1,000

Fees?

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

☐ YES ☒ NO

3. STREET(S) REQUESTED:

Neighborhood Name/Streets to be closed

Horseshoe at Carter Green

Include addresses as appropriate

UPLOAD MAP

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

FOI Map 2027.pdf

290.12KB

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

Explain lane restrictions needed and other needed below:

Further Info for type of closure

4. SPECIAL REQUESTS:

Mark all that apply

REQUESTS:

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

5. CITY SERVICES NEEDED:

Mark all that apply

CITY SERVICES NEEDED:

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

No Parking Signs *

Please note the number of NO PARKING SIGNS needed

30

EVENT SET UP:

Mark all that apply

- ☐ **Stage**

Size of Stage

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

10x10

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

- ☐ **Bounce House**
- ☐ **N/A**
- ☐ **Other**

Party Time Rental

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

VENDORS:

Mark all that apply

Vendors

- ☐ VENDORS PRESENT
- ☒ FOOD SERVED (May be subject to Hamilton County Health Department inspection.)
- ☐ ALCOHOL SERVED - Please see Section R under "General Terms and Conditions" in the Public Use Policy.
- ☐ N/A

6. CONTACT INFORMATION:



Contact Person Kenna Dishmond

Email kdishmond@carmel.in.gov

Phone Number: 3177719972

Cell Number:

Name/Organization: City of Carmel

Address

Street Address

1 Civic Square

Address Line 2

City

Carmel

Postal / Zip Code

46032

State / Province / Region

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:

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Acknowledgement and Agreement

Mayor's Office

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

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

City of Carmel
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

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

*

317-771-9972
Phone Number (Required)

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____

Address of Organization/Applicant

Date

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

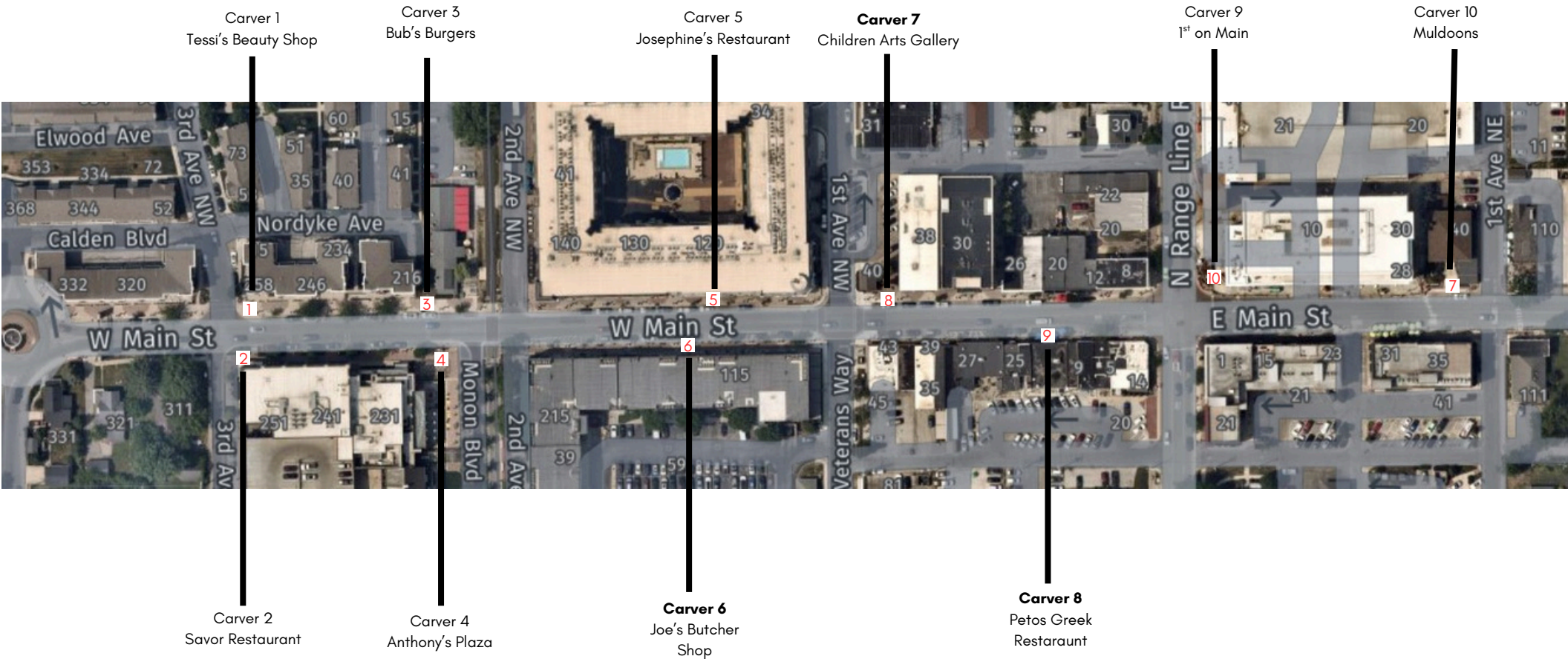
City of Carmel Use Only

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

Festival of Ice 2027 Main Street Map



CARTER GREEN SPECIAL EVENT / FACILITY USE REQUEST FORM

Request submission date: 07/28/2026

Department Review:

MAC: yes

CFD: yes

ENG: yes

STREETS: yes

CPD: yes

PARKS: yes

Information

1. CITY FACILITY REQUESTED:

Mark all that apply

FACILITY *

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

2. EVENT DETAILS:

Event Purpose & Description:

Provide a brief description of event

Carmel Winter Games- City organizations compete on the ice from 10-12 AM and then 1-5 PM is open to organizations

Attach additional pages if needed-SEE BELOW

Event Date Start *

1/23/2027

Event Date End *

1/23/2027

Rain Date *

1/23/2027

If multiple dates,
please list

Set-Up time *

6:00:00 AM

Tear Down End time *

8:00:00 PM

Event Start time: *

10:00:00 AM

Event End time: *

5:00:00 PM

Rehearsal *

☒ No ☐ Yes

Number of People Expected: *

200

Fees?

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

☐ YES ☒ NO

3. STREET(S) REQUESTED:

Neighborhood Name/Streets to be closed

Horseshoe at Carter Green

Include addresses as appropriate

UPLOAD MAP

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

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

Explain lane restrictions needed and other needed below:

Further Info for type of closure

4. SPECIAL REQUESTS:

Mark all that apply

REQUESTS:

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

5. CITY SERVICES NEEDED:

Mark all that apply

CITY SERVICES NEEDED:

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

Cones *

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

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

Standard Cones *

Please note the number of Standard Cones needed

10

No Parking Signs *

Please note the number of NO PARKING SIGNS needed

10

EVENT SET UP:

Mark all that apply

- ☐ **Stage**

Size of Stage

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

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

☐ **Bounce House**

☐ **N/A**

☐ **Other**

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

VENDORS:

Mark all that apply

Vendors

☐ **VENDORS PRESENT**

☒ **FOOD SERVED (May be subject to Hamilton County Health Department inspection.)**

☒ **ALCOHOL SERVED - Please see Section R under "General Terms and Conditions" in the Public Use Policy.**

☐ **N/A**

6. CONTACT INFORMATION:



Contact Person Kenna Dishmond

Email kdishmond@carmel.in.gov

Phone Number: 3177719972

Cell Number:

Name/Organization: City of Carmel

Address

Street Address

1 Civic Square

Address Line 2

City

Carmel

Postal / Zip Code

46032

State / Province / Region

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)

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Acknowledgement and Agreement

Mayor's Office

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

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

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

City of Carmel
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

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

*

317-771-9972
Phone Number (Required)

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____

Address of Organization/Applicant

Date

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

City of Carmel Use Only

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety



SPECIAL EVENT / FACILITY USE REQUEST

Request submission date: 07/30/2026

Department Review:

MAC: yes

ENG: yes

CPD: yes

CFD: yes

STREETS: yes

PARKS: yes

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

☐ Civic Square Fountain Area

☐ Monon & Main Plaza

☐ Reflecting Pool

☐ Civic Square Gazebo / Lawn

☒ Midtown Plaza

☒ Other

Monon Trail at Elm St. & Monon Blvd.

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

2. EVENT DETAILS

Event Purpose & Description: *

Provide a brief description of event

Spring is here—join us from 8 - 10 a.m. for Coffee on the Monon, Carmel's welcome-back event on the Greenway! After months indoors, it's time to get outside. Cyclists, runners, walkers, scooter fans, and furry friends are all invited. Enjoy free Prufrock coffee, tasty snacks, and genuine Hoosier hospitality. Plus, pick up safety tips and bike education materials to start your season right. Carmel Clay Parks and Recreation will offer a limited number of FREE membership trials. Connect with neighbors and celebrate our community. See you on the trail!

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

☒ Yes ☐ No

Event Date Start *

5/7/2027

Event Date End *

5/7/2027

Rain Date *

5/7/2027

If multiple dates, please list

Set-Up time: *

7:00:00 AM

Tear Down (End) time: *

10:00:00 AM

Event Start time: *

8:00:00 AM

Event End time: *

10:00:00 AM

Rehearsal

☒ No ☐ Yes

Number of People Expected: *

50

Fees?

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

☐ Yes ☒ No

2. STREET(S) REQUESTED:

**Neighborhood
Name/Streets to be
closed**

1 Civic Square
Include addresses as appropriate

Upload Map

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

Coffee on the Monon Location.pdf

247.94KB

Type of Closure:

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

Explain lane restrictions needed and other needed below:

**Further Info for type
of closure**

3. SPECIAL REQUESTS:

Requests:

- ☐ Electricity
☐ Reflecting Pool Restrooms
☒ N/A
☐ Other

4. CITY SERVICES NEEDED: Mark all that apply

City Services Needed

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

5. EVENT SET UP:

- ☐ Stage

Size of Stage

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

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

- ☐ Bounce House
☒ N/A
☐ Other

Name of Merchants(s) doing the setup

3176182799

Phone Number of Merchant(s) doing set up:

6. VENDORS:



Vendors

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

Vendors Present *

Approximately how many vendors will be present?

4

7. CONTACT INFORMATION:



Contact Person *

Tierra Bush

Email *

tbush@carmel.in.gov

Phone Number: *

3176182799

Cell Number:

Name/Organization:

City of Carmel

Address

Street Address

1 Civic Square

Address Line 2

City

Carmel

Postal / Zip Code

46032

State / Province / Region

IN

Country

United States

Organization Type: *

Non-Profit Organization

Residency

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

☒ Yes

☐ No

SECURITY DEPOSIT AND FEE:



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Acknowledgement and Agreement

Mayor's Office

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

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

City of Carmel
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

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

*

3176182799
Phone Number (Required)

Address of Organization/Applicant

7/30/2026
Date

Submit

City of Carmel Use Only

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

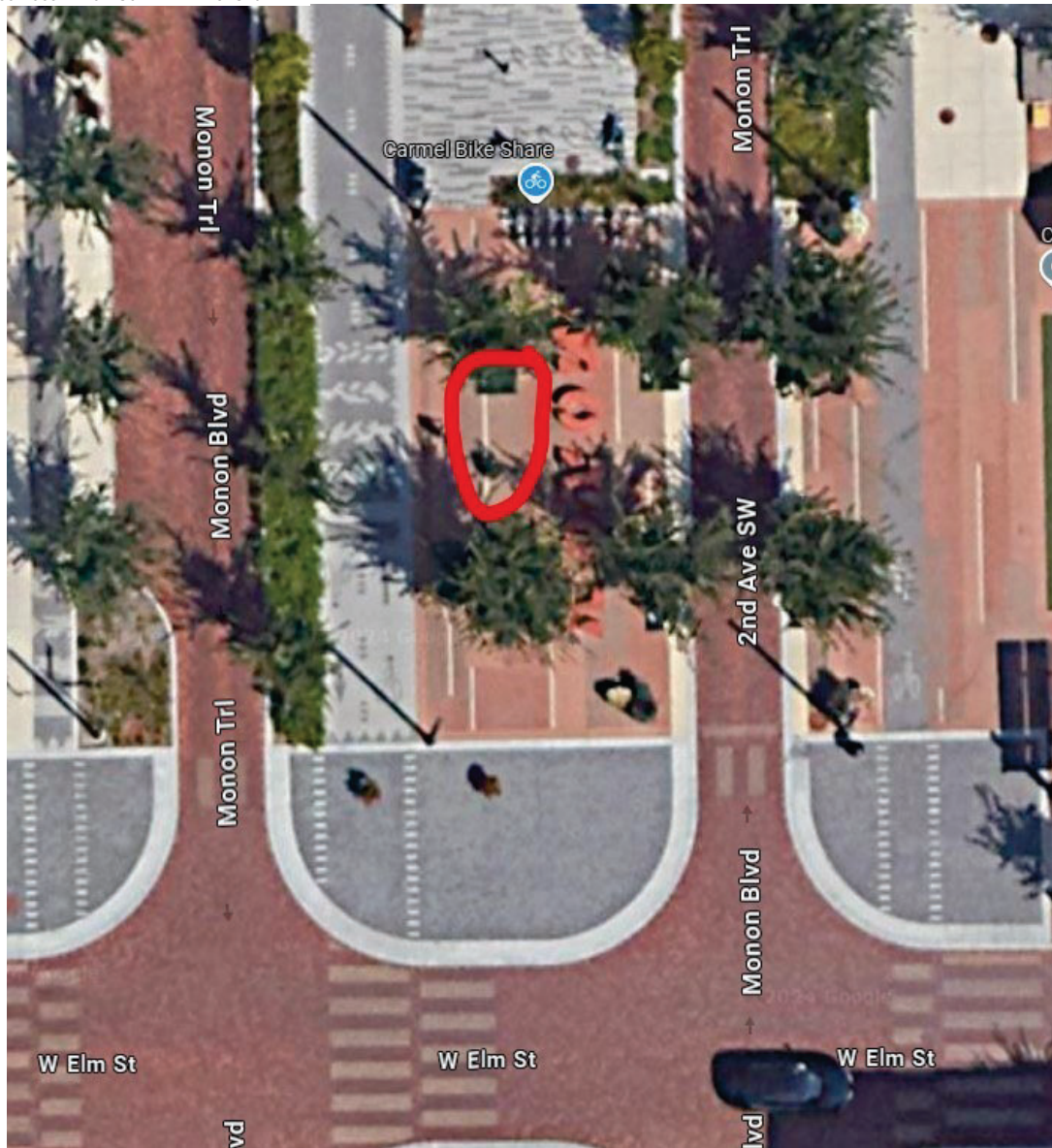
Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____





SPECIAL EVENT / FACILITY USE REQUEST

Request submission date: 07/27/2026

Department Review:

MAC: yes

CFD: yes

ENG: yes

STREETS: yes

CPD: yes

PARKS: yes

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

☐ Civic Square Fountain Area

☐ Civic Square Gazebo / Lawn

☐ Monon & Main Plaza

☒ Midtown Plaza

☐ Reflecting Pool

☐ Other

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

2. EVENT DETAILS

Event Purpose &

Description: *

Provide a brief description of event

Annual pre-summer kick off event with a family-friendly focus. The event is free and open to the public.

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

☒ Yes ☐ No

Event Date Start *

5/8/2027

Event Date End *

5/8/2027

Rain Date *

5/8/2027

If multiple dates, please list

Set-Up time: *

10:00:00 AM

Tear Down (End) time: *

6:00:00 PM

Event Start time: *

2:00:00 PM

Event End time: *

5:00:00 PM

Rehearsal

☒ No ☐ Yes

Number of People Expected: *

1,000

Fees?

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

☐ Yes ☒ No

2. STREET(S) REQUESTED:

Neighborhood Name/Streets to be closed

Elm St. to Veterans Way to northbound Monon Blvd.

No parking cones along Elm St. and the parking spaces west of Sun King patio.

North Entrance on Elm St. of Midtown garage.

Include addresses as appropriate

Upload Map

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

Midtown Block Party Map 5.08.2027.png

794.49KB

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

Cones *

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

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

Barricades *

Please note the number of Barricades needed

10

Standard Cones *

Please note the number of Standard Cones needed

12

No Parking Signs *

Please note the number of NO PARKING SIGNS needed

12

5. EVENT SET UP:

- ☐ Stage

Size of Stage

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

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

☐ Bounce House

☐ N/A

☐ Other

Name of Merchants(s) doing the setup

3176182799

Phone Number of Merchant(s) doing set up:

6. VENDORS:

Vendors

☒ Vendors Present

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

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

☐ N/A

Vendors Present *

Approximately how many vendors will be present?

10

7. CONTACT INFORMATION:

Contact Person *

Tierra Bush

Email *

tbush@carmel.in.gov

Phone Number: *

3176182799

Cell Number:

Name/Organization:

City of Carmel

Address

Street Address

1 Civic Square

Address Line 2

No parking cones along Elm St. and the parking spaces west of Sun King patio.

City

State / Province / Region

Carmel

IN

Postal / Zip Code

Country

46032

United States

Organization Type: *

Non-Profit Organization

Residency

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

☒ Yes

☐ No

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City of Carmel
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

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

*

3176182799
Phone Number (Required)

Address of Organization/Applicant

7/28/2026
Date

Submit

City of Carmel Use Only

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

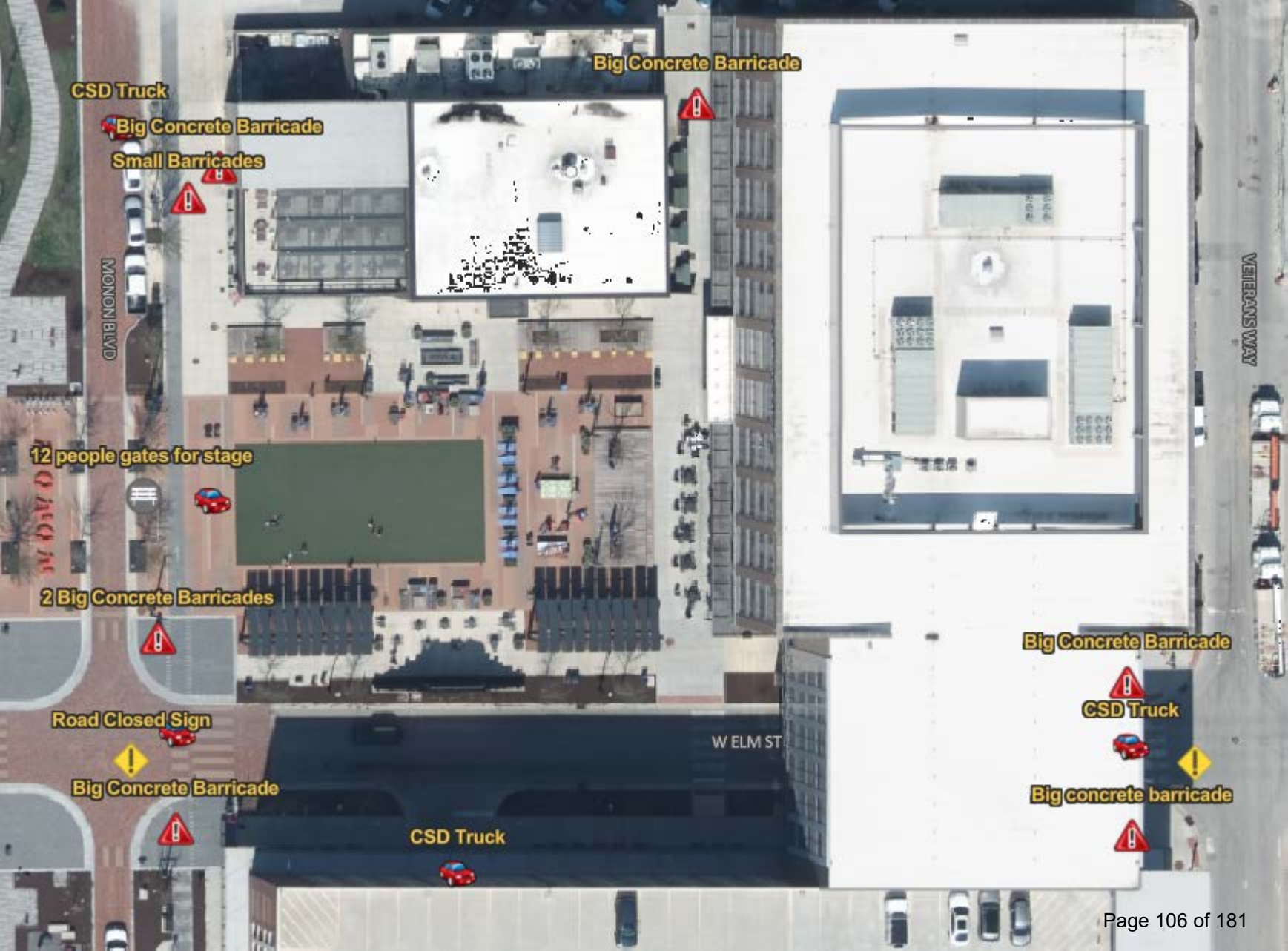
Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____



CSD Truck

Big Concrete Barricade

Big Concrete Barricade

Small Barricades

MONON BLVD

VETERANS WAY

12 people gates for stage

2 Big Concrete Barricades

Road Closed Sign

Big Concrete Barricade

CSD Truck

W ELM ST

Big Concrete Barricade

CSD Truck

Big concrete barricade

CARTER GREEN SPECIAL EVENT / FACILITY USE REQUEST FORM

Request submission date: 05/12/2026

Department Review:

MAC: yes

CFD: yes

ENG: yes

STREETS: yes

CPD: yes

PARKS: yes

Information

1. CITY FACILITY REQUESTED:

Mark all that apply

FACILITY *

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

2. EVENT DETAILS:

Event Purpose & Description:

Provide a brief description of event

Ceremony for Wedding at Hotel Carmichael from 4:30 PM - 6 PM on Saturday, May 15th, 2027.

Hotel will Provide Outdoor Chairs for the Ceremony. Set-Up will Occur at 2:30 PM after vendors have torn down from the Farmer's Market.

All ceremony items will be retrieved from Patio immediately following the conclusion of the ceremony at 6 PM.

No other equipment or assistance needed.

Attach additional pages if needed-SEE BELOW

Event Date Start *

5/15/2027

Event Date End *

5/15/2027

If multiple dates,
please list

Set-Up time *

2:30:00 PM

Tear Down End time *

6:00:00 PM

Event Start time: *

4:30:00 PM

Event End time: *

6:00:00 PM

Rehearsal *

☐ No ☒ Yes

Rehearsal Date:

5/14/2027

Rehearsal Start Time:

4:00:00 PM

Rehearsal End Time:

6:00:00 PM

**Number of People
Expected: *** 20

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

3. STREET(S) REQUESTED:

**Neighborhood
Name/Streets to be
closed** Include addresses as appropriate

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

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

Explain lane restrictions needed and other needed below:

**Further Info for type
of closure**

4. SPECIAL REQUESTS:

Mark all that apply

REQUESTS: ☒ ELECTRICITY
☐ JAMES BUILDING RESTROOMS (CARTER GREEN) *Extra fees apply
☐ N/A
☒ Other Basic Electrical for DJ

5. CITY SERVICES NEEDED:

Mark all that apply

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

No Parking Signs * Please note the number of NO PARKING SIGNS needed
3

EVENT SET UP:

Mark all that apply

☐ Stage
Size of Stage



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

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

☐ **Bounce House**

☐ **N/A**

☐ **Other**

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

VENDORS:

Mark all that apply

Vendors

- ☐ **VENDORS PRESENT**
- ☐ **FOOD SERVED (May be subject to Hamilton County Health Department inspection.)**
- ☐ **ALCOHOL SERVED - Please see Section R under "General Terms and Conditions" in the Public Use Policy.**
- ☒ **N/A**

6. CONTACT INFORMATION:

Contact Person Mallory Davis

Email mdavis@hotelcarmichael.com

Phone Number: 3176889611

Cell Number:

Name/Organization: Hotel Carmichael

Address

Street Address

1 Carmichael Square

Address Line 2

City

Carmel

Postal / Zip Code

46032

State / Province / Region

IN

Country

United States

Organization Type: * For-Profit Organization

Residency

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

☒ **Yes**

☐ **No**

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Hotel Carmichael
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Mallory Davis, Catering Sales Manager
Printed Name and Title (If applicable)

*

317-688-9611
Phone Number (Required)

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____

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

5/12/2026
Date

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

City of Carmel Use Only

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety



SPECIAL EVENT / FACILITY USE REQUEST

Request submission date: 07/30/2026

Department Review:

MAC: yes

CFD: yes

ENG: yes

STREETS: yes

CPD: yes

PARKS: yes

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

☐ Civic Square Fountain Area

☐ Civic Square Gazebo / Lawn

☐ Monon & Main Plaza

☐ Midtown Plaza

☐ Reflecting Pool

☒ Other

Gazebo, Monon Trail, Anthony's Plaza

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

2. EVENT DETAILS

Event Purpose &

Description: *

Provide a brief description of event

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

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

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

☒ Yes ☐ No

Event Date Start *

5/21/2027

Event Date End *

5/21/2027

Rain Date *

5/21/2027

If multiple dates, please list

Set-Up time: *

2:00:00 PM

Tear Down (End) time: *

4:30:00 PM

Event Start time: *

3:00:00 PM

Event End time: *

4:00:00 PM

Rehearsal

☒ No ☐ Yes

Number of People Expected: *

100

Fees?

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

☐ Yes ☒ No

2. STREET(S) REQUESTED:

Neighborhood 1 Civic Square
Name/Streets to be closed Include addresses as appropriate

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

Move with the Mayor_Monon and Main Plaza.png	1.66MB
Move with the Mayor_Walking Route.png	897.28KB

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.

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

3176182799

Phone Number of Merchant(s) doing set up:

6. VENDORS:



Vendors

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

Vendors Present *

Approximately how many vendors will be present?

5

7. CONTACT INFORMATION:



Contact Person *

Tierra Bush

Email *

tbush@carmel.in.gov

Phone Number: *

3176182799

Cell Number:

Name/Organization:

City of Carmel

Address

Street Address

1 Civic Square

Address Line 2

City

Carmel

Postal / Zip Code

46032

State / Province / Region

IN

Country

United States

Organization Type: *

Non-Profit Organization

Residency

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

☒ Yes

☐ No

SECURITY DEPOSIT AND FEE:



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

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

DISCLAIMER:



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Acknowledgement and Agreement

Mayor's Office

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

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

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

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

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

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

City of Carmel
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

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

*

347-618-2799
Phone Number (Required)

Address of Organization/Applicant

7/30/2026
Date

Submit

City of Carmel Use Only

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____



246

LIVINGFIT RX

Oh, It's You, Welcome!

2nd Ave N

Seafood

130

One Man's Search

W Main St

Confirming Predictions

W Main St

W Main St

Savor Restaurant

ADVISA

Anthony's Chophouse
Steak

231

221

Monon Blvd

Monon Blvd

Monon Trl

Bazbeaux Pizza
Pizza

215

Jessica Morrison
Fine Art & Design

Muldoon's on Main
American

Silver in the
City - Carmel
Gift shop

25

230

30

40

50

60

220

80

90

208

Monon Blvd

155

39

49

59

69

79

198

99

99

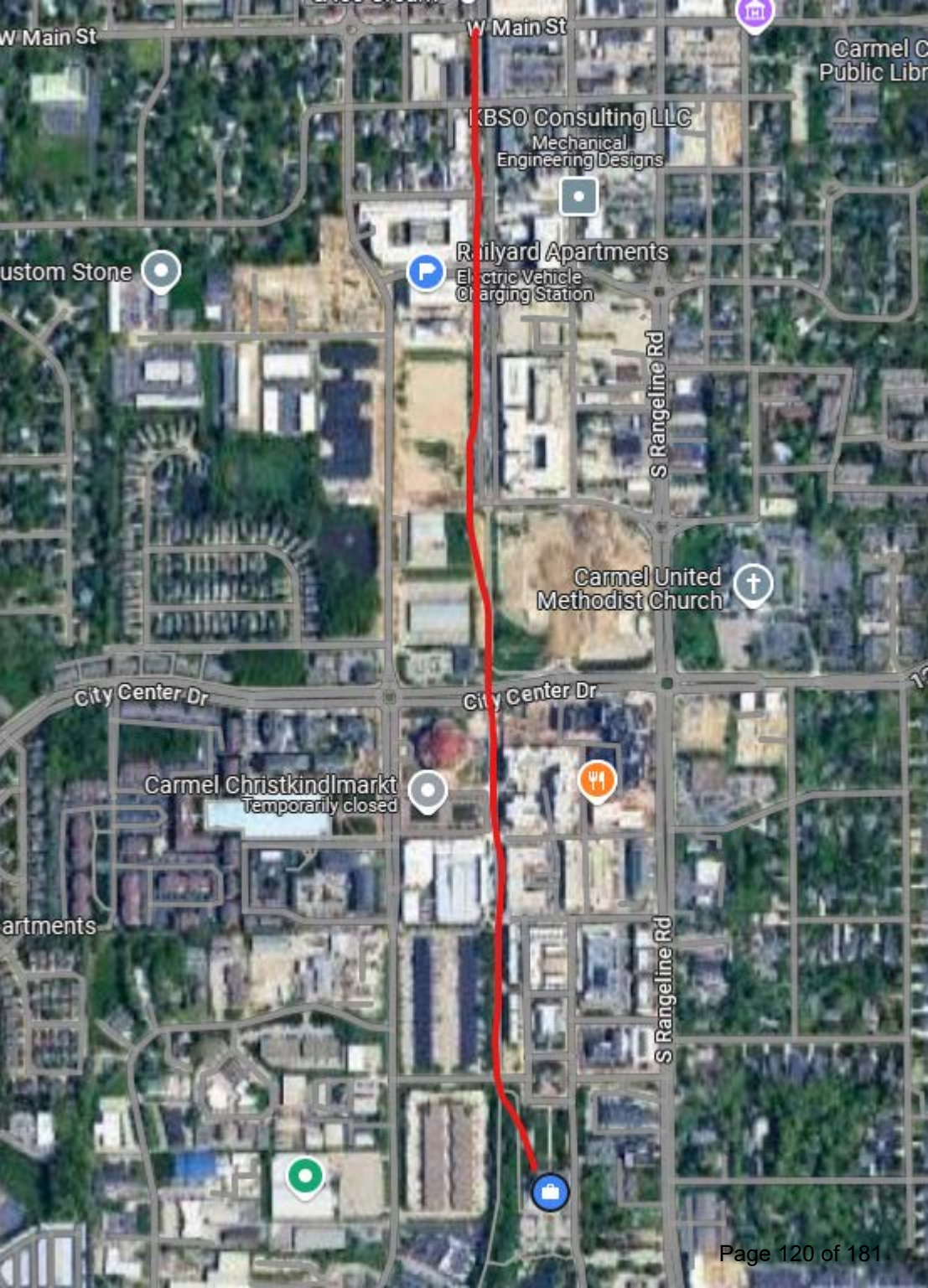
160

1st St SW

1st St SW

1st St SW

1st St SW



W Main St

W Main St

121

Carmel O
Public Libr

KBSO Consulting LLC
Mechanical
Engineering Designs

Custom Stone

Railyard Apartments
Electric Vehicle
Charging Station

S Rangeline Rd

Carmel United
Methodist Church



City Center Dr

City Center Dr

Carmel Christkindlmarkt
Temporarily closed

artments

S Rangeline Rd



SPECIAL EVENT / FACILITY USE REQUEST

Request submission date: 07/27/208

Department Review:

MAC: yes

ENG: yes

CPD: yes

CFD: yes

STREETS: yes

PARKS: yes

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

☐ Civic Square Fountain Area

☐ Monon & Main Plaza

☐ Reflecting Pool

☐ Civic Square Gazebo / Lawn

☐ Midtown Plaza

☒ Other

Veterans Memorial Plaza (City of Carmel Memorial Day Ceremony)

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

2. EVENT DETAILS

Event Purpose & Description: *

Provide a brief description of event

The City of Carmel honors its fallen heroes at the Memorial Day Ceremony each year. The event is held the Friday before Memorial Day at 9 a.m., at the Veterans Memorial Plaza.

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

☒ Yes ☐ No

Event Date Start *

5/28/2027

Event Date End *

5/28/2027

Rain Date *

5/28/2027

If multiple dates, please list

Set-Up time: *

7:00:00 AM

Tear Down (End) time: *

10:00:00 AM

Event Start time: *

9:00:00 AM

Event End time: *

10:00:00 AM

Rehearsal

☒ No ☐ Yes

Number of People Expected: *

100

Fees?

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

☐ Yes ☒ No

2. STREET(S) REQUESTED:

Neighborhood Name/Streets to be closed

1 Civic Square

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 Traffic Control is for assisting guests across 3rd Ave. SW

Cones *

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

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

Standard Cones *

Please note the number of Standard Cones needed

5

No Parking Signs *

Please note the number of NO PARKING SIGNS needed

5

5. EVENT SET UP:

- ☐ Stage

Size of Stage

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

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

- ☐ Bounce House
☒ N/A
☐ Other

Name of Merchants(s) doing the setup



3176182799

Phone Number of Merchant(s) doing set up:

6. VENDORS:

Vendors

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

Vendors Present*

Approximately how many vendors will be present?

5

7. CONTACT INFORMATION:

Contact Person*

Tierra Bush

Email*

tbush@carmel.in.gov

Phone Number:*

3176182799

Cell Number:

Name/Organization:

City of Carmel

Address

Street Address

1 Civic Square

Address Line 2

City

Carmel

Postal / Zip Code

46032

State / Province / Region

IN

Country

United States

Organization Type:*

Non-Profit Organization

Residency

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

- ☒ Yes
- ☐ No

SECURITY DEPOSIT AND FEE:

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

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Acknowledgement and Agreement

Mayor's Office

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

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

City of Carmel
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

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

*

317-618-2799
Phone Number (Required)

Address of Organization/Applicant

7/28/2026
Date

Submit

City of Carmel Use Only

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____



SPECIAL EVENT / FACILITY USE REQUEST

Request submission date 07/27/2026

Department Review:

MAC: yes

ENG: yes

CPD: yes

CFD: yes

STREETS: yes

PARKS: yes

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

☐ Civic Square Fountain Area

☐ Monon & Main Plaza

☐ Reflecting Pool

☐ Civic Square Gazebo / Lawn

☒ Midtown Plaza

☐ Other

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

2. EVENT DETAILS

Event Purpose &

Description: *

Provide a brief description of event

Free family-friendly movies for the community
Every Tuesday and Thursday from June-September
Tuesdays at 6 P.M., Thursdays at Noon and 6 P.M.
Full listing of date attached

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

☒ Yes ☐ No

Event Date Start *

6/1/2027

Event Date End *

9/30/2027

Rain Date *

6/1/2027

If multiple dates, please list

Please see attached list of dates from June 1-September 30, 2027.

Set-Up time: *

6:00:00 PM

Tear Down (End) time: *

8:00:00 PM

Event Start time: *

6:00:00 PM

Event End time: *

8:00:00 PM

Rehearsal

☒ No ☐ Yes

Number of People Expected: *

100

Fees?

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

☐ Yes ☒ No

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.

Movies at Midtown Dates 2027.docx

23.66KB

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)
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☐ Trash Trailer (\$150 fee may be applied for use)
☒ N/A
☐ Other

5. EVENT SET UP:

- ☐ Stage

Size of Stage

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

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

- ☐ Bounce House
☐ N/A

- ☒ Other Occasionally, a vendor tent may be present during Movies at Midtown if the vendor has been invited to participate based on the film's theme or an established community partnership. Examples include Kernels Gourmet Popcorn, Artist Development Company, and Pure Green.

Name of Merchants(s) doing the setup

3176182799

Phone Number of Merchant(s) doing set up:

6. VENDORS:

Vendors

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

Vendors Present *

Approximately how many vendors will be present?

1-2

7. CONTACT INFORMATION:**Contact Person ***

Tierra Bush

Email *

tbush@carmel.in.gov

Phone Number: *

3176182799

Cell Number:**Name/Organization:**

City of Carmel

Address

Street Address

1 Civic Square

Address Line 2

City

Carmel

Postal / Zip Code

46032

State / Province / Region

IN

Country

United States

Organization Type: *

Non-Profit Organization

Residency

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

☒ Yes

☐ No

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City of Carmel
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

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

*

3176182799
Phone Number (Required)

Address of Organization/Applicant

7/28/2026
Date

Submit

City of Carmel Use Only

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____

Movies at Midtown Dates 2027

June 2027

- Tuesday, June 1, 2027 - 6:00 PM (First Day)
- Thursday, June 3, 2027 - Noon & 6:00 PM
- Tuesday, June 8, 2027 - 6:00 PM
- Thursday, June 10, 2027 - Noon & 6:00 PM
- Tuesday, June 15, 2027 - 6:00 PM
- Thursday, June 17, 2027 - Noon & 6:00 PM
- Tuesday, June 22, 2027 - 6:00 PM
- Thursday, June 24, 2027 - Noon & 6:00 PM
- Tuesday, June 29, 2027 - 6:00 PM

July 2027

- Thursday, July 1, 2027 - Noon & 6:00 PM
- Tuesday, July 6, 2027 - 6:00 PM
- Thursday, July 8, 2027 - Noon & 6:00 PM
- Tuesday, July 13, 2027 - 6:00 PM
- Thursday, July 15, 2027 - Noon & 6:00 PM
- Tuesday, July 20, 2027 - 6:00 PM
- Thursday, July 22, 2027 - Noon & 6:00 PM
- Tuesday, July 27, 2027 - 6:00 PM
- Thursday, July 29, 2027 - Noon & 6:00 PM

August 2027

- Tuesday, August 3, 2027 - 6:00 PM
- Thursday, August 5, 2027 - Noon & 6:00 PM
- Tuesday, August 10, 2027 - 6:00 PM
- Thursday, August 12, 2027 - Noon & 6:00 PM

- Tuesday, August 17, 2027 - 6:00 PM
- Thursday, August 19, 2027 - Noon & 6:00 PM
- Tuesday, August 24, 2027 - 6:00 PM
- Thursday, August 26, 2027 - Noon & 6:00 PM
- Tuesday, August 31, 2027 - 6:00 PM

September 2027

- Thursday, September 2, 2027 - Noon & 6:00 PM
- Tuesday, September 7, 2027 - 6:00 PM
- Thursday, September 9, 2027 - Noon & 6:00 PM
- Tuesday, September 14, 2027 - 6:00 PM
- Thursday, September 16, 2027 - Noon & 6:00 PM
- Tuesday, September 21, 2027 - 6:00 PM
- Thursday, September 23, 2027 - Noon & 6:00 PM
- Tuesday, September 28, 2027 - 6:00 PM
- Thursday, September 30, 2027 - Noon & 6:00 PM (Last Day)

August 17, 2026

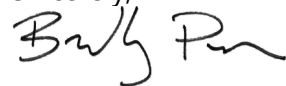
Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

RE: STORMWATER TECHNICAL STANDARDS WAIVER – 695 1st AVE SE– TRIPLEX

Dear Board Members:

Brady Vaughan, with Crossroad Engineers, has requested a waiver from the Stormwater Technical Standards Manual in association with the Triplex proposed at 695 1st Ave SE.

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



August 12, 2026

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

RE: 695 1st Ave Triplex – SW-2026-00014

Mr. Pease:

Please accept this letter as a formal waiver request from the requirements set forth in Article 7.35 SM-01: Storm Water and Erosion Control Standards, B. Quarter-Acre Disturbance.

Article 7.35 SM-01, B. requires any site with over a quarter-acre of disturbance to provide detention and water quality facilities.

We are requesting this waiver for several reasons. If detention was required at this location, the project would not be able to meet the redevelopment release rates. There is also no viable outlet from the site for a detention system. Additionally, in the proposed condition, the flow rates leaving the site are being reduced due to a reduction of impervious areas on the property. The owner of the property has also acknowledged the city's request to make a payment in lieu of providing detention on site.

We appreciate your time and consideration of this request. If you have any questions or need additional information, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, reading "Brady T. Vaughan". The signature is written in a cursive, flowing style.

Brady Vaughan, P.E.
Project Engineer

WAIVER OF DEVELOPMENT/DESIGN STANDARDS APPLICATION

Filing Fee: \$1,332.50 for first waiver, plus \$615.75 for each additional (Fee is due after docket number is assigned.)

Docket No: _____ Date Received: _____
(Office Use Only)

APPLICANT NAME: SCI Carmel, LLC

ADDRESS: 14137 Warbler Way North, Carmel, IN

PHONE: 317-418-8001 EMAIL: wjleonardconstruction@gmail.com

Contact Person Name: Joe Leonard Phone: 317-418-8001

Email: Joe@wjleonard.com

Address: 14137 Warbler Way North, Carmel, IN

Eplan Review Contact Person: Brady Vaughan Phone: 317-780-1555

Email: bvaughan@crossroadengineers.com

PROJECT NAME: 695 1st Ave SE Triplex

PROJECT ADDRESS: 695 1st Avenue SE, Carmel, IN 46032

TAX PARCEL ID NO: 16-10-30-03-15-013.000

Zoning District: R-4

Overlay Zone: _____

Section of Unified Development Ordinance for which waiver is being requested:

Article 7.35 SM-01: Storm Water and Erosion Control Standards

B. Quarter-acre Disturbance

State explanation of why waiver is being requested:

We are requesting this waiver because providing detention at this location is not feasible.

State reasons supporting waiver request:

- If detention was required, the project would not be able to meet the redevelopment release rate.
- At this location, there is no viable outlet for any detention system.
- The flow rates from the site are being reduced by the redevelopment due to the reduction in impervious area.

NOTE: THIS APPLICATION MUST BE SUBMITTED AT THE TIME OF THE PRIMARY PLAT APPLICATION.
WAIVER REQUEST MUST BE INCLUDED WITH THE PUBLIC NOTICE FOR THE PRIMARY PLAT.

August 18, 2026

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

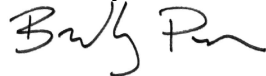
**RE: STORMWATER TECHNICAL STANDARDS WAIVER – 10875 CROOKED STICK LANE –
NEW RESIDENTIAL CONSTRUCTION**

Dear Board Members:

William A. Cash, has requested a waiver from the Stormwater Technical Standards Manual in association with the construction of a new residence at 10875 Crooked Stick Lane.

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

Andy Cash
212 Redwood Circle
Noblesville, IN 46062

John Thomas
Carmel City Engineer's Office
1 Civic Square
Carmel, IN 46032

August 3rd, 2026

RE: SW-2025-00024 New Residential Construction
10875 Crooked Stick Lane
Carmel, IN 46032

Dear Mr. Thomas,

In support of a single-family residential project disturbing less than one acre in Section 1 of the fully developed Spring Run Estates subdivision, the Cosler Family has requested my assistance with providing the City of Carmel a stormwater permit application. The Carmel City Engineer has required an onsite stormwater detention system. In an effort to meet this drainage requirement the owner plans to construct a commercial grade underground chamber detention system in their front yard.

Please accept this letter as an official request for a variance of technical standards to construct an underground chamber stormwater detention system within 25' (12' requested) of the new residential structure. In an effort to address the City Engineer's concern regarding horizontal movement/flow of ground water and/or stored stormwater, etc. from surcharging the new home foundation and/or basement the underground detention system shall include a 30 mil PVC liner on three sides and beneath the first three chamber rows closer to the structure (east side).

The requested waiver concerns Section 302.06.2 of the STSM. This section requires that stormwater detention facilities shall be separated by not less than 25 feet from any building or structure to be occupied. It should be noted that the detention system includes a positive/gravity outlet and a perimeter drain designed to empty the system at a controlled rate and overtime completely empty the system and maintain groundwater levels 6" below the chamber invert(s).

For these reasons the owner respectfully requests approval for construction of the underground detention system within 25' of the structure as shown on the submitted site development plans.

Sincerely,



William A. Cash

August 25, 2026

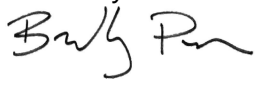
Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

***RE: STORMWATER TECHNICAL STANDARDS WAIVER – 1036 S RANGELINE RD –
PROSCENIUM III***

Dear Board Members:

Civil & Environment Consultants, Inc., on behalf of Studio M Architecture, have requested a waiver from the Stormwater Technical Standards Manual in association with the proposed construction of Proscenium III.

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

August 21, 2026

Ms. Eleanor Prescott
City of Carmel- Engineering Department
One Civic Square
Carmel, IN 46032

Dear Ms. Prescott:

Subject: Proscenium III
1036 S. Rangeline Road
Carmel, IN 46032
PZ-2026-00068, 80, 84 DP/ADLS
CEC Project 346-960

Civil & Environment Consultants, Inc., on behalf of Studio M Architecture, respectfully request the following to be presented to the Board of Public Works for the 4.33 acre project located at 1036 S. Rangeline Road.

1. *Request waiver for the requirement of the post-developed release rate from the site is no greater than 0.1 cfs per acre of development for 0-10 year return interval storms and 0.3 cfs per acre of developed area for 11 - 100 year return interval storms. allowable release rate. (STSM 302.03)*

The existing project site currently drains to the Japanese Garden pond and ultimately the Sister Cities pond. These ponds have been sized to accept runoff from this site and in the interest in maintaining adequate levels of the normal pool in the Japanese Garden pond, this project proposes to maintain levels near the existing rate. The proposed detention system reduces the overall the runoff rate from the site and maintains adequate levels to these ponds. Therefore, we are confident that the proposed design will not be adversely impacted by this waiver.

2. *The project is not capturing all storm runoff into the detention system. Please provide a waiver request letter from direct discharge per the STSM.*

The reason for this waiver is due to site constraints. The proposed hotel, office, apartments, and their parking structures limit the available space to construct a detention basin and the stormwater infrastructure to around the buildings to convey runoff to the detention basin and maintain positive flow to the retention ponds downstream of the site. The total direct

discharge has been minimized and the total runoff from the site is within an acceptable rate to the downstream ponds. Therefore, we are confident that the proposed design will not be adversely impacted by this waiver.

3. *The 100-year elevation of stormwater detention facilities shall be separated by not less than 2 feet from the top of bank per the STSM.*

The proposed detention system is completely contained in an enclosed underground system with an emergency overflow weir that meets the criteria outlined in Section 302.11 in the STSM. Therefore, we are confident that the proposed design will not be adversely impacted by this waiver.

At this time, we ask to be placed on the agenda for the next available Board of Public Works meeting. We appreciate your time and consideration of our request. Please call our office at (317) 655-777 if you have any questions.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



Nicholas Justice, PE
Project Manager

SW WAIVER - 1036 S RANGELINE RD - PROSCENIUM III

Final Audit Report

2026-08-25

Created:	2026-08-25
By:	Karla Holdcraft (kholdcraft@carmel.in.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAsonF-10Sa9V0Yg1Upbsa2PSeniBPHwMw

"SW WAIVER - 1036 S RANGELINE RD - PROSCENIUM III" History

-  Document created by Karla Holdcraft (kholdcraft@carmel.in.gov)
2026-08-25 - 1:05:51 PM GMT
-  Document emailed to Bradley Pease (bpease@carmel.in.gov) for signature
2026-08-25 - 1:06:22 PM GMT
-  Email viewed by Bradley Pease (bpease@carmel.in.gov)
2026-08-25 - 3:02:28 PM GMT
-  Document e-signed by Bradley Pease (bpease@carmel.in.gov)
Signature Date: 2026-08-25 - 3:02:37 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_IMAGE
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2026-08-25 - 3:02:37 PM GMT

August 26, 2026

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

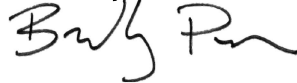
**RE: STORMWATER TECHNICAL STANDARDS WAIVER – 4770 E MAIN STREET – CHRIST
COMMUNITY CHURCH**

Dear Board Members:

Lian Z. Bawitlung with CrossRoad Engineers, on behalf of Christ Community Church PCA, have requested a waiver from the Stormwater Technical Standards Manual in association with the proposed building addition at the property.

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

Sincerely,



Bradley Pease, P.E.
City Engineer



August 26, 2026

Ms. Eleanor Prescott
Development Reviewer
City of Carmel Engineering Department
One Civic Square
Carmel, IN 46032

RE: Christ Community Church Building Addition
Stormwater Waiver Request

Ms. Prescott:

On behalf of Christ Community Church PCA Inc, please accept this letter as the formal stormwater waiver request from the City of Carmel Stormwater Technical Standards Manual (STSM) sections identified below.

STSM Reference:

1. **Section 302: Stormwater Detention Design** – although it's not explicitly stated in the STSM, it's our understanding that the City of Carmel allows redevelopment sites to provide stormwater detention designed to release runoff resulting from the 10-year and 100-year storm events under redevelopment conditions at the existing 2-year and 10-year rates as opposed to the general release rates established in Section 302.03. Given the prior approved wet detention basin already being constructed and no plans to increase the impervious area with the proposed building addition, the developer respectfully requests a waiver to allow a detention system designed assuming a "no net increase" policy as follows:

Overall Allowable Release Rates:

Redeveloped 2-yr $\leq$ Existing 2-yr

Redeveloped 10-yr $\leq$ Existing 10-yr

Redeveloped 100-yr $\leq$ Existing 100-yr

Please contact me at (317) 780-1555 ext. 142 or lbawitlung@crossroadengineers.com if you have any questions.

Sincerely,
CrossRoad Engineers, P.C.

A handwritten signature in blue ink, reading "Lian Bawitlung", is positioned above the printed name.

Lian Z. Bawitlung
Project Engineer

SW WAIVER - 4770 E MAIN ST - CHRIST COMMUNITY CHURCH

Final Audit Report

2026-08-26

Created:	2026-08-26
By:	Karla Holdcraft (kholdcraft@carmel.in.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAES-Th1X1ZK87a9yMDtvR4PoWEIkDoHpG

"SW WAIVER - 4770 E MAIN ST - CHRIST COMMUNITY CHURCH" History

-  Document created by Karla Holdcraft (kholdcraft@carmel.in.gov)
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-  Document emailed to Bradley Pease (bpease@carmel.in.gov) for signature
2026-08-26 - 5:14:19 PM GMT
-  Email viewed by Bradley Pease (bpease@carmel.in.gov)
2026-08-26 - 8:08:48 PM GMT
-  Document e-signed by Bradley Pease (bpease@carmel.in.gov)
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-  Agreement completed.
2026-08-26 - 8:08:56 PM GMT

August 26, 2026

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

RE: STORMWATER TECHNICAL STANDARDS WAIVER – 900 N RANGELINE RD – LEPPERT MORTUARIES

Dear Board Members:

Evan West, LandWorx Engineering, on behalf of Leppert Mortuaries, have requested a waiver from the Stormwater Technical Standards Manual in association with the proposed expansion at the property.

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

Sincerely,

Bradley Pease, P.E.
City Engineer



July 29, 2026

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

Re: PZ-2026-00116 DP Amend and ADLS Amend – Leppert Mortuaries Expansion

To Whom It May Concern,

On behalf of Leppert Mortuaries, we are formally requesting a waiver from Section 701.03 of the City of Carmel Stormwater Technical Standards Manual regarding detention and water quality requirements for land disturbances exceeding ¼ acre.

Project Overview & Context

The primary intent of this project is to add a new viewing room and a covered drop-off area at the main building entry. Because the existing facility was constructed prior to the current drainage ordinance, installing a traditional detention system, which, given existing site conditions, would likely require an underground system beneath the parking area, would cause extensive site disruption and render the project financially infeasible.

Proposed Stormwater

To address stormwater runoff responsibly, the design incorporates a substantial rain garden system and bio-retention area within the updated landscape area. This approach:

Provides full water quality treatment for all newly added impervious surfaces.

Provides detention that maintains or slightly reduces the site's existing peak release rates.

Justification for Waiver

Strict adherence to Section 701.03 would force the installation of a significantly larger detention facility and mechanical water quality BMPs for a project that is already actively self-mitigating. By utilizing green infrastructure (rain gardens and

bio-retention), the project achieves the core intent of the Stormwater Manual—improving water quality and easing the burden on municipal infrastructure—without requiring redundant structural equipment.

It is our professional opinion that this project presents a net positive impact on the surrounding stormwater system and that requiring additional detention would impose an unnecessary hardship on a beneficial site improvement.

Sincerely,

Evan West, PE

LandWorx Engineering, LLC

August 21, 2025

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

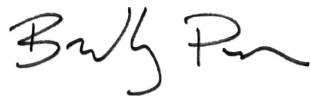
**RE: GRANT OF PERPETUAL STORM WATER QUALITY MANAGEMENT EASEMENT -
RESIDENCE AT 10475 HUSSEY LANE – NORTH EASEMENT**

Dear Board Members:

Vine Property Group, LLC has requested the city accept a Grant of Perpetual Storm Water Quality Management Easement associated with the construction of a residence at 10475 Hussey Lane.

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

Sincerely,



Brad Pease, P.E.
City Engineer

GRANT OF PERPETUAL STORM WATER QUALITY MANAGEMENT EASEMENT

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

WITNESSETH THAT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vine Property Group

By:

Annette K. Simmons

Annette K. Simmons
Printed Name

Date:

8.17.26

STATE OF INDIANA)

)SS:

COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Annette Simmons, who acknowledged execution of the foregoing Easement for and on behalf of Vine Property Group, LLC.

Witness my hand and Notarial Seal this 17th day of August, 2026

My Commission Expires:

July 4, 2027

Nicole Loomis
Notary Public

Residing in Hamilton County

Nicole Loomis
Printed Name



CITY OF CARMEL BOARD OF PUBLIC WORKS & SAFETY

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

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

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

My Commission Expires:

Notary Public

Residing in _____ County

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

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

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

My Commission Expires:

Notary Public

Residing in _____ County

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

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

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

My Commission Expires:

Notary Public

Residing in _____ County

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

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

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

My Commission Expires:

Notary Public

Residing in _____ County

Printed Name

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

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

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

Exhibit A

Prepared for: Vine Property Group, LLC

BMP Access Easement

Easement Description:

A part of the West Half of the Northeast Quarter of Section 10, Township 17 North, Range 03 East of the Second Principal Meridian, Clay Township, Hamilton County, Indiana. This description prepared by: Bruce E. Strack, Indiana LS 20200057, working for Stoeppelwerth and Associates, Inc. as part of Project 102779HOS, being more particularly described as follows:

Commencing at the Southeast corner of said Half-Quarter Section; thence North 00 degrees 21 minutes 53 seconds East (assumed bearing), along the west line of said Half-Quarter Section, a distance of 261.13 feet to the POINT OF BEGINNING of this description; said point also being a point on a non-tangent curve concave Easterly, the radius point of which bears North 54 degrees 41 minutes 11 seconds East a distance of 100.00 feet; thence northerly along said curve an arc length of 61.45 feet to a point on said curve, said point bearing South 89 degrees 53 minutes 39 seconds West a distance of 100.00 feet from said radius point; thence North 00 degrees 06 minutes 21 seconds West, a distance of 104.71 feet to the east right of way of Hussey Lane and being on its south terminus; thence North 89 degrees 53 minutes 27 seconds East, along said terminus, a distance of 19.63 feet to said west line of said Half-Quarter Section; thence South 00 degrees 21 minutes 53 seconds West, along said line, a distance of 162.37 feet to the Point of Beginning, Containing 2741 square feet, more or less.

Bruce E. Strack

Registered Land Surveyor

Indiana No. 20200057

Certified:

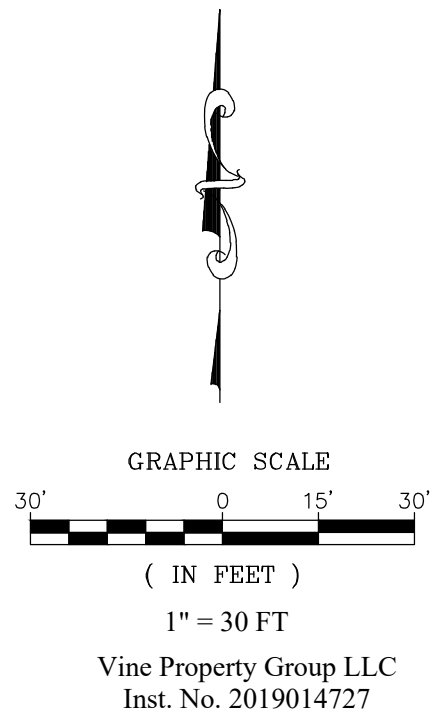
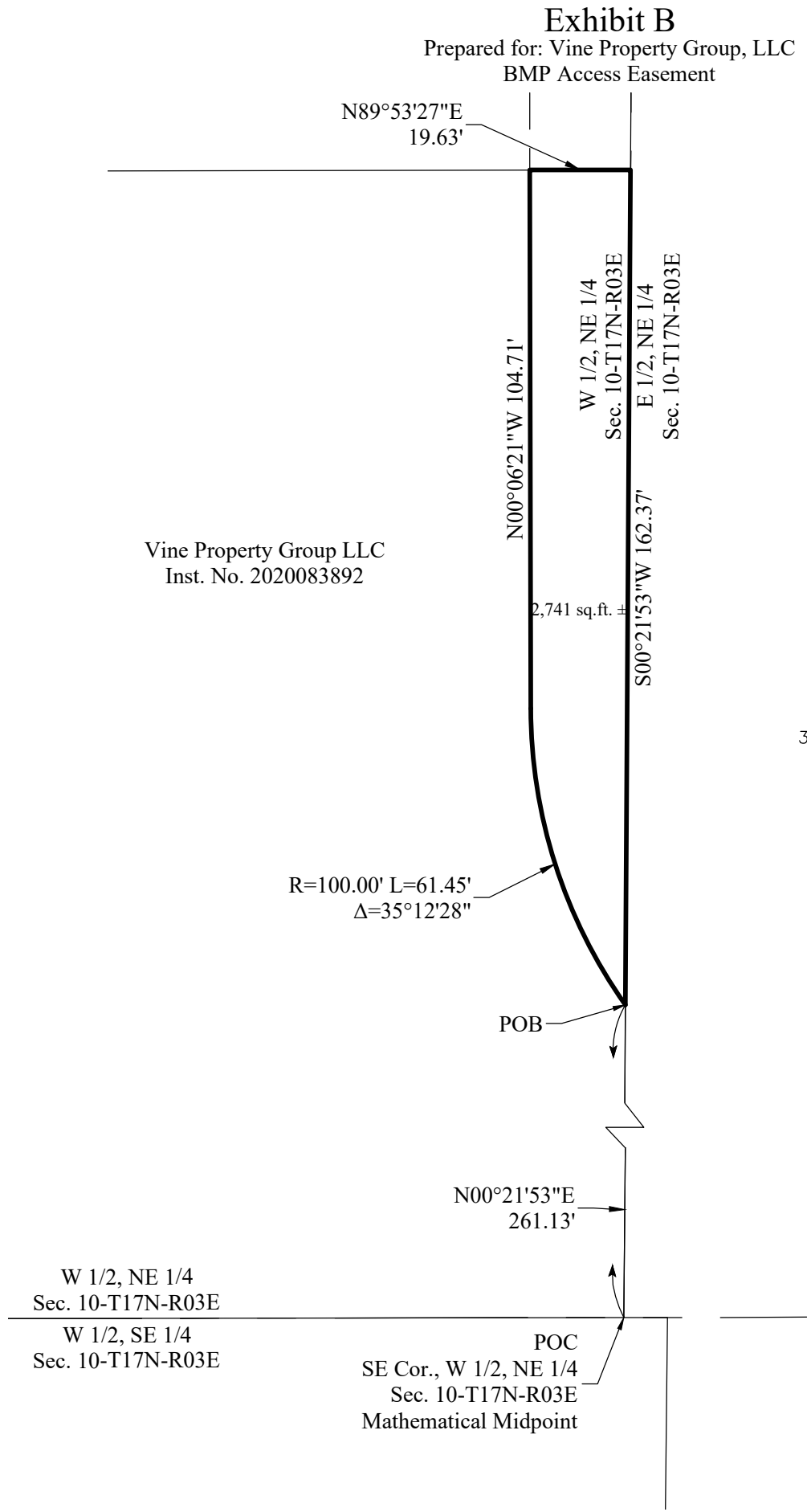


STOEPPELWERTH

ALWAYS ON

7965 East 106th Street, Fishers, IN 46038-2505
phone: 317.849.5935 fax: 317.849.5942

JOB NO. 102779HOS	PAGE 1 OF 2 SHEETS
DRAWN BY: PAH	
CHECKED BY: BES	
DATE DRAWN: 06/29/2026	
FIELDWORK DATE: N/A	



Bruce E. Strack
Registered Land Surveyor
Indiana No. 20200057
Certified:

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

  7965 East 106th Street, Fishers, IN 46038-2505 phone: 317.849.5935 fax: 317.849.5942	JOB NO. 102779HOS	PAGE 2 OF 2 SHEETS
	DRAWN BY: PAH	
	CHECKED BY: BES	
	DATE DRAWN: 06/29/2026	
	FIELDWORK DATE: N/A	

August 21, 2025

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

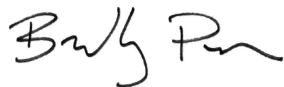
***RE: GRANT OF PERPETUAL STORM WATER QUALITY MANAGEMENT EASEMENT -
RESIDENCE AT 10475 HUSSEY LANE – CENTER EASEMENT***

Dear Board Members:

Vine Property Group, LLC has requested the city accept a Grant of Perpetual Storm Water Quality Management Easement associated with the construction of a residence at 10475 Hussey Lane.

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

Sincerely,



Brad Pease, P.E.
City Engineer

GRANT OF PERPETUAL STORM WATER QUALITY MANAGEMENT EASEMENT

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

WITNESSETH THAT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vine Property Group

By:

Annette K. Simmons

Printed Name

Date:

8.17.26

STATE OF INDIANA)

)SS:

COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Annette Simmons, who acknowledged execution of the foregoing Easement for and on behalf of Vine Property Group, LLC.

Witness my hand and Notarial Seal this 17th day of August, 2026

My Commission Expires:

July 4, 2027

Notary Public

Nicole Loomis

Residing in Hamilton County

Printed Name

Nicole Loomis



CITY OF CARMEL BOARD OF PUBLIC WORKS & SAFETY

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

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

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

My Commission Expires:

Notary Public

Residing in _____ County

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

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

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

My Commission Expires:

Notary Public

Residing in _____ County

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

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

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

My Commission Expires:

Notary Public

Residing in _____ County

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

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

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

My Commission Expires:

Notary Public

Residing in _____ County

Printed Name

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

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

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

Exhibit A
Prepared for: Vine Property Group, LLC
BMP Access Easement

Easement Description:

A part of the East Halves of the Northeast and Southeast Quarters of Section 10, Township 17 North, Range 03 East of the Second Principal Meridian, Clay Township, Hamilton County, Indiana. This description prepared by: Bruce E. Strack, Indiana LS 20200057, working for Stoeppelwerth and Associates, Inc. as part of Project 102779HOS, being more particularly described as follows:

Commencing at the Southwest corner of said East half of the Northeast Quarter section; thence North 00 degrees 21 minutes 53 seconds East (assumed bearing), along the west line of said Half-Quarter Section, a distance of 261.13 feet to the POINT OF BEGINNING of this description; thence continuing along said line North 00 degrees 21 minutes 53 seconds East, a distance of 207.76 feet; thence South 00 degrees 06 minutes 21 seconds East, a distance of 150.10 feet to a point on a curve concave northeasterly, the radius point of which bears North 89 degrees 53 minutes 39 seconds East, a distance of 80.00 feet from said point; thence southeasterly along said curve, an arc length of 127.24 feet to a point on said curve, said point being South 01 degree 13 minutes 56 seconds East, a distance of 80.00 feet from the radius point of said curve; thence North 88 degrees 46 minutes 04 seconds East, a distance of 100.49 feet; thence South 01 degree 13 minutes 56 seconds East, a distance of 61.31 feet; thence South 09 degrees 39 minutes 15 seconds West, a distance of 145.33 feet; thence North 88 degrees 46 minutes 04 seconds East, a distance of 6.00 feet; thence South 01 degree 13 minutes 56 seconds East, a distance of 39.60 feet; thence South 88 degrees 46 minutes 03 seconds West, a distance of 10.00 feet; thence South 01 degree 13 minutes 56 seconds East, a distance of 57.68 feet to a point on a non-tangent curve concave northerly, the radius point of which bears North 03 degrees 37 minutes 07 seconds West, a distance of 65.00 feet from said point; thence easterly along said curve, an arc length of 4.36 feet to a point on said curve, said point being South 07 degrees 27 minutes 33 seconds East, a distance of 65.00 feet from the radius point of said curve; thence North 82 degrees 32 minutes 27 seconds East, a distance of 30.11 feet to a point on a curve concave southerly, the radius point of which bears South 07 degrees 27 minutes 33 seconds East, a distance of 223.00 feet from said point; thence easterly along said curve, an arc length of 21.86 feet to a point on said curve, said point being North 01 degree 50 minutes 32 seconds West, a distance of 223.00 feet from the radius point of said curve; thence North 88 degrees 09 minutes 28 seconds East, a distance of 60.04 feet to a point on a curve concave southwesterly, the radius point of which bears South 01 degree 50 minutes 32 seconds East, a distance of 44.00 feet from said point; thence southeasterly along said curve, an arc length of 79.11 feet to a point on said curve, said point being South 78 degrees 49 minutes 55 seconds East, a distance of 44.00 feet from the radius point of said curve, said point also being the point of reverse curvature of a curve concave easterly, the radius point of which bears South 78 degrees 49 minutes 55 seconds East, a distance of 120.10 feet from said point; thence southerly along said curve, an arc length of 32.81 feet to a point on said curve, said point being South 85 degrees 30 minutes 52 seconds West, a distance of 120.10 feet from the radius point of said curve; thence South 04 degrees 19 minutes 48 seconds East, a distance of 47.28 feet to a point on a curve concave easterly, the radius point of which bears North 85 degrees 40 minutes 12 seconds East, a distance of 80.00 feet from said point; thence southerly along said curve, an arc length of 23.36 feet to a point on said curve, said point being South 68 degrees 56 minutes 18 seconds West, a distance of 80.00 feet from the radius point of said curve, said point also being the point of reverse curvature of a curve concave westerly, the radius point of which bears South 68 degrees 56 minutes 18 seconds West, a distance of 208.45 feet from said point; thence southerly along said curve, an arc length of 39.58 feet to a point on said curve, said point being North 79 degrees 49 minutes 06 seconds East, a distance of 208.45 feet from the radius point of said curve to a point on a non-tangent curve concave westerly, the radius point of which bears South 86 degrees 33 minutes 52 seconds West, a distance of 83.69 feet from said point; thence southerly along said curve, an arc length of 50.59 feet to a point on said curve, said point being South 58 degrees 47 minutes 57 seconds East, a distance of 83.69 feet from the radius point of said curve;

CONTINUED ON PAGE 2



STOEPPELWERTH

ALWAYS ON

7965 East 106th Street, Fishers, IN 46038-2505
phone: 317.849.5935 fax: 317.849.5942

JOB NO. 102779HOS	PAGE 1 OF 4 SHEETS
DRAWN BY: PAH	
CHECKED BY: BES	
DATE DRAWN: 06/29/2026	
FIELDWORK DATE: N/A	

Exhibit A
Prepared for: Vine Property Group, LLC
BMP Access Easement

CONTINUED FROM PAGE 1

thence South 89 degrees 53 minutes 27 seconds West, a distance of 293.90 feet to a point on a non-tangent curve concave easterly, the radius point of which bears South 80 degrees 12 minutes 58 seconds East, a distance of 73.15 feet from said point; thence northerly along said curve, an arc length of 8.80 feet to a point on said curve, said point being North 73 degrees 19 minutes 16 seconds West, a distance of 73.15 feet from the radius point of said curve; thence North 15 degrees 30 minutes 07 seconds East, a distance of 37.38 feet to a point on a non-tangent curve concave westerly, the radius point of which bears North 81 degrees 22 minutes 24 seconds West, a distance of 10.50 feet from said point; thence northerly along said curve, an arc length of 2.33 feet to a point on said curve, said point being North 85 degrees 54 minutes 02 seconds East, a distance of 10.50 feet from the radius point of said curve; thence North 12 degrees 24 minutes 43 seconds West, a distance of 97.17 feet to a point on a curve concave southeasterly, the radius point of which bears North 77 degrees 35 minutes 17 seconds East, a distance of 50.00 feet from said point; thence northeasterly along said curve, an arc length of 69.64 feet to a point on said curve, said point being North 22 degrees 36 minutes 27 seconds West, a distance of 50.00 feet from the radius point of said curve; thence North 67 degrees 23 minutes 33 seconds East, a distance of 83.11 feet to a point on a curve concave southerly, the radius point of which bears South 22 degrees 36 minutes 27 seconds East, a distance of 45.00 feet from said point; thence easterly along said curve, an arc length of 10.76 feet to a point on said curve, said point being North 08 degrees 54 minutes 42 seconds West, a distance of 45.00 feet from the radius point of said curve; thence North 01 degree 21 minutes 14 seconds West, a distance of 57.64 feet; thence South 88 degrees 46 minutes 03 seconds West, a distance of 9.87 feet; thence North 01 degree 13 minutes 56 seconds West, a distance of 39.60 feet; thence North 88 degrees 46 minutes 04 seconds East, a distance of 13.63 feet; thence North 09 degrees 40 minutes 06 seconds East, a distance of 147.08 feet; thence North 01 degree 13 minutes 56 seconds West, a distance of 39.60 feet; thence South 88 degrees 46 minutes 04 seconds West, a distance of 80.49 feet to a point on a curve concave northeasterly, the radius point of which bears North 01 degree 13 minutes 56 seconds West, a distance of 100.00 feet from said point; thence northwesterly along said curve, an arc length of 97.60 feet to a point on said curve, said point being South 54 degrees 41 minutes 11 seconds West, a distance of 100.00 feet from the radius point of said curve to the Point of Beginning, Containing 1.776 acres, more or less.

Bruce E. Strack
Registered Land Surveyor
Indiana No. 20200057
Certified:



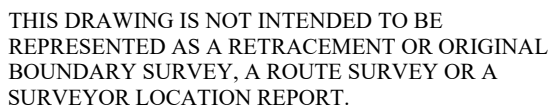
STOEPPELWERTH

ALWAYS ON

7965 East 106th Street, Fishers, IN 46038-2505
phone: 317.849.5935 fax: 317.849.5942

JOB NO. 102779HOS	PAGE 2 OF 4 SHEETS
DRAWN BY: PAH	
CHECKED BY: BES	
DATE DRAWN: 06/29/2026	
FIELDWORK DATE: N/A	

Prepared for: Vine Property Group, LLC
BMP Access Easement





S T O E P P E L W E R T H

A L W A Y S O N

7965 East 106th Street, Fishers, IN 46038-2505
phone: 317.849.5935 fax: 317.849.5942

JOB NO. 102779HOS

DRAWN BY: PAH

CHECKED BY: BES

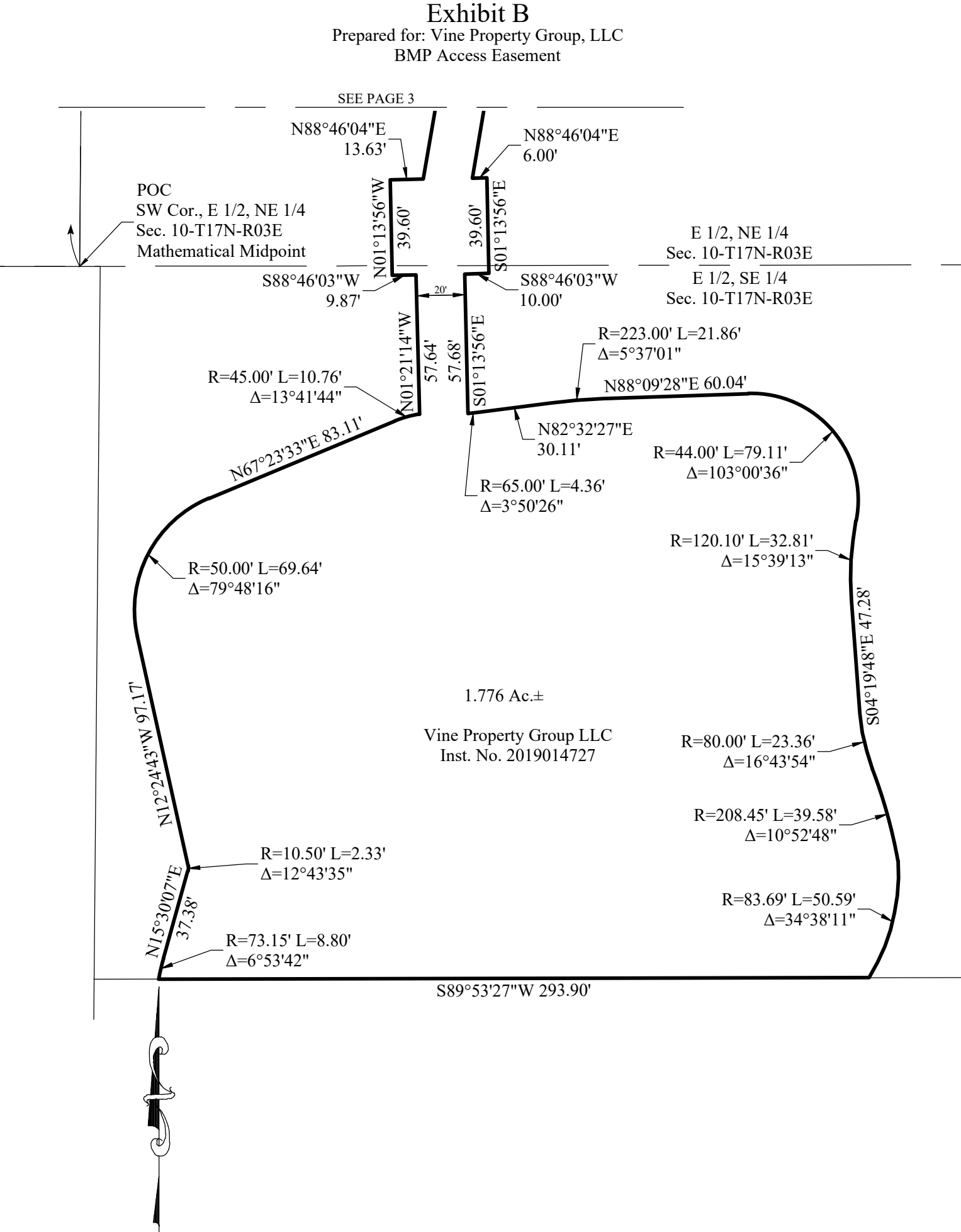
DATE DRAWN: 06/29/2026

FIELDWORK DATE: N/A

PAGE

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OF 4 SHEETS



 STOEPPELWERTH  7965 East 106th Street, Fishers, IN 46038-2505 phone: 317.849.5935 fax: 317.849.5942	JOB NO. 102779HOS	PAGE 4 OF 4 SHEETS
	DRAWN BY: PAH	
	CHECKED BY: BES	
	DATE DRAWN: 06/29/2026	
	FIELDWORK DATE: N/A	

August 21, 2025

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

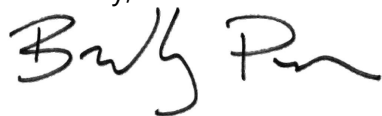
***RE: GRANT OF PERPETUAL STORM WATER QUALITY MANAGEMENT EASEMENT -
RESIDENCE AT 10475 HUSSEY LANE – SOUTH EASEMENT***

Dear Board Members:

Vine Property Group, LLC has requested the city accept a Grant of Perpetual Storm Water Quality Management Easement associated with the construction of a residence at 10475 Hussey Lane.

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

Sincerely,



Brad Pease, P.E.
City Engineer

GRANT OF PERPETUAL STORM WATER QUALITY MANAGEMENT EASEMENT

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

WITNESSETH THAT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vine Property Group

By:

Annette K. Simmons
Annette K. Simmons

Printed Name

Date: 08.17.26

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Annette Simmons, who acknowledged execution of the foregoing Easement for and on behalf of Vine Property Group, LLC.

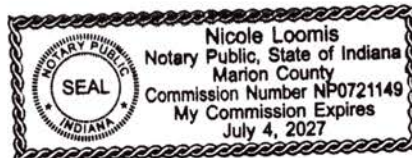
Witness my hand and Notarial Seal this 17th day of August, 2026

My Commission Expires:
July 4, 2027

Residing in Hamilton County

Nicole Loomis
Notary Public

Nicole Loomis
Printed Name



CITY OF CARMEL BOARD OF PUBLIC WORKS & SAFETY

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

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

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

My Commission Expires:

Notary Public

Residing in _____ County

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

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

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

My Commission Expires:

Notary Public

Residing in _____ County

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

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

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

My Commission Expires:

Notary Public

Residing in _____ County

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

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

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

My Commission Expires:

Notary Public

Residing in _____ County

Printed Name

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

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

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

Exhibit A

Prepared for: Vine Property Group, LLC

BMP Access Easement

Easement Description:

A part of the East Half of the Southeast Quarter of Section 10, Township 17 North, Range 03 East of the Second Principal Meridian, Clay Township, Hamilton County, Indiana. This description prepared by: Bruce E. Strack, Indiana LS 20200057, working for Stoeppelwerth and Associates, Inc. as part of Project 102779HOS, being more particularly described as follows:

Commencing at the Northwest corner of said Half-Quarter Section; thence North 89 degrees 53 minutes 27 seconds East (assumed bearing), along the north line of said Half-Quarter Section, a distance of 8.42 feet to the northeast corner of Lot 57 of Cedar Point as recorded in Plat Book 6, Page 131 of the Hamilton County Recorder's Office; thence South 00 degrees 29 minutes 31 seconds West, along the east boundary of said Cedar Point, a distance of 294.86 feet; thence North 89 degrees 53 minutes 27 seconds East, a distance of 26.74 feet to the POINT OF BEGINNING of this description; thence continuing along said line North 89 degrees 53 minutes 27 seconds East, a distance of 293.90 feet to a point on a non-tangent curve concave northwesterly, the radius point of which bears North 58 degrees 47 minutes 57 seconds West, a distance of 83.69 feet from said point; thence southwesterly along said curve, an arc length of 24.28 feet to a point on said curve, said point being South 42 degrees 10 minutes 25 seconds East, a distance of 83.69 feet from the radius point of said curve; thence South 55 degrees 21 minutes 08 seconds West, a distance of 42.52 feet to a point on a non-tangent curve concave southeasterly, the radius point of which bears South 41 degrees 33 minutes 31 seconds East, a distance of 43.70 feet from said point; thence southwesterly along said curve, an arc length of 13.22 feet to a point on said curve, said point being North 58 degrees 53 minutes 05 seconds West, a distance of 43.70 feet from the radius point of said curve; thence South 18 degrees 15 minutes 50 seconds West, a distance of 78.64 feet to a point on a curve concave northwesterly, the radius point of which bears North 71 degrees 44 minutes 10 seconds West, a distance of 10.00 feet from said point; thence southwesterly along said curve, an arc length of 15.94 feet to a point on said curve, said point being South 19 degrees 36 minutes 54 seconds West, a distance of 10.00 feet from the radius point of said curve; thence North 71 degrees 46 minutes 05 seconds West, a distance of 41.44 feet to a point on a non-tangent curve concave southerly, the radius point of which bears South 19 degrees 36 minutes 54 seconds West, a distance of 70.00 feet from said point; thence westerly along said curve, an arc length of 16.56 feet to a point on said curve, said point being North 06 degrees 03 minutes 41 seconds East, a distance of 70.00 feet from the radius point of said curve; thence North 84 degrees 10 minutes 09 seconds West, a distance of 24.51 feet; thence South 06 degrees 06 minutes 56 seconds West, a distance of 38.90 feet; thence North 83 degrees 56 minutes 19 seconds West, a distance of 20.00 feet; thence North 06 degrees 06 minutes 56 seconds East, a distance of 38.82 feet; thence North 84 degrees 10 minutes 09 seconds West, a distance of 32.96 feet to a point on a non-tangent curve concave northeasterly, the radius point of which bears North 05 degrees 20 minutes 42 seconds East, a distance of 53.43 feet from said point; thence northwesterly along said curve, an arc length of 60.37 feet to a point on said curve, said point being South 70 degrees 04 minutes 59 seconds West, a distance of 53.43 feet from the radius point of said curve; thence North 24 degrees 12 minutes 16 seconds West, a distance of 41.10 feet to a point on a non-tangent curve concave easterly, the radius point of which bears North 70 degrees 53 minutes 26 seconds East, a distance of 73.15 feet from said point; thence northerly along said curve, an arc length of 36.89 feet to a point on said curve, said point being North 80 degrees 12 minutes 58 seconds West, a distance of 73.15 feet from the radius point of said curve to the Point of Beginning, Containing 0.630 acres, more or less.

Bruce E. Strack
Registered Land Surveyor
Indiana No. 20200057
Certified:



STOEPPELWERTH

ALWAYS ON

7965 East 106th Street, Fishers, IN 46038-2505
phone: 317.849.5935 fax: 317.849.5942

JOB NO. 102779HOS

DRAWN BY: PAH

CHECKED BY: BES

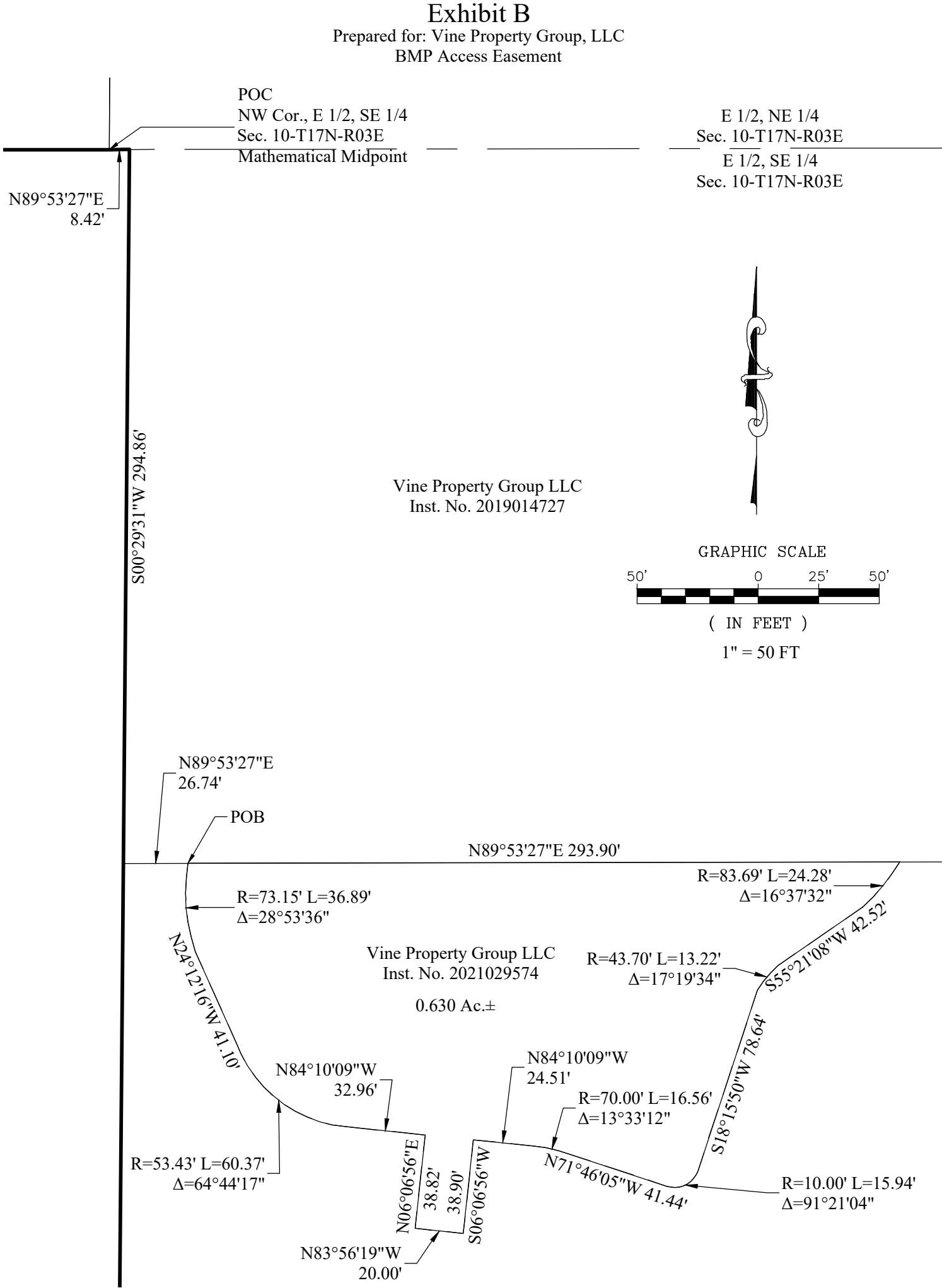
DATE DRAWN: 06/29/2026

FIELDWORK DATE: N/A

PAGE

1

OF 2 SHEETS



Bruce E. Strack
Registered Land Surveyor
Indiana No. 20200057
Certified:

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

 STOEPPELWERTH ALWAYS ON 7965 East 106th Street, Fishers, IN 46038-2505 phone: 317.849.5935 fax: 317.849.5942	JOB NO. 102779HOS	PAGE 2 OF 2 SHEETS
	DRAWN BY: PAH	
	CHECKED BY: BES	
	DATE DRAWN: 06/29/2026	
	FIELDWORK DATE: N/A	

August 26, 2026

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

RE: WAIVER OF BPW RESOLUTION NO. 04-28-17-01 – DUKE ENERGY -VARIOUS LOCATIONS

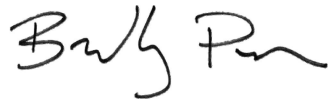
Dear Board Members:

Duke Energy is requesting a waiver from the City's Buried Utility District requirements (BPW Resolution No. 04-28-17-01) to replace 3 existing utility poles in various locations (exhibits attached). The work is required to maintain existing aerial electric service.

The Department of Engineering, in review of the proposed requested waiver, has determined that the waiver is valid and recommends approval of the waiver conditioned upon the following:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Any damage to the existing improvements within the right of way of and City of Carmel roadway shall be restored to the satisfaction of the City when work is completed.
- Access to all adjoining properties shall be maintained at all times.
- The petitioner shall be responsible for coordinating relocation of all utility lines attached to the poles and complete removal of any retired or replaced poles.
- The petitioner acknowledges that this waiver is for the items described above only.
- The petitioner acknowledges that the approval of this waiver does not guarantee approval of any future waiver requests for this or any other project.

Sincerely,



Bradley Pease, P.E.
City Engineer



**Remove 35.5 pole and install 40.4 pole. Remove 25KVA and place 50Kva. LV riser down pole with 4/0 over to new duplex double meter base setup
Added flagging, and switching if needed**

Hamilton / Clay

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58196837

RESIDENTIALIN

10734 N Park Ave, CARMEL, IN,
46280-1022, USA

Travis Krick

317-385-1225

Key Ready Properties

317-710-6210

N1324301247

12.47/17.2KV

Fuses at sub HOMEPLACE (430)
1247

Permits





POLE REPLACEMENT

SAFETY REMINDERS:
 - OBSERVE ALL STANDING ORDERS
 - REMEMBER YOUR CIRCLE OF SAFETY

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Work Order Number

Job Plan Number

Job Site Address

Designer

Designer Phone

Customer Name

CARMEL SPRINGMILL RD (547)

Primary Voltage

Upstream Protective Devices

- SUB BREAKER

Permits



NOTES:
- BRIGHTHOUSE NETWORKS FIBER TO TRANSFER
- AT&T (ILEC) TO TRANSFER

TREE TRIM REQUIRED:
ADDRESS: 12550 SPRINGMILL RD
LAND OWNER: WILLIAM J HURRLE JR
JENNIFER N HURRLE

AERIAL WAIVER-DUKE-VARIOUS POLE REPLACEMENTS 3

Final Audit Report

2026-08-26

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