



City of Carmel

CARMEL BOARD OF PUBLIC WORKS MEETING AGENDA

WEDNESDAY, SEPTEMBER 16, 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 September 2, 2026, Regular Meeting**

4. BID OPENINGS

- a. **Bid Opening for CFD Stations Remodel Project;** Chief Joel Thacker, Carmel Fire Department

5. CONTRACTS

- a. **Request for Professional Services; Versiti Blood Health, Inc.; Blood Services Agreement;** Chief Joel Thacker, Carmel Fire Department
- b. **Request for Professional Services; The Health and Hospital Corporation of Marion County d/b/a Eskenazi Health; (\$6,000.00); Pre-Hospital Transfusion Agreement for Use of Blood Products by EMS;** Chief Joel Thacker, Carmel Fire Department
- c. **Request for Professional Services; CrossRoad Engineers, P.C.; (\$935,800.00); 24-ENG-21-3rd Ave Reconstruction-Survey; Additional Services Amendment #15;** Brad Pease, Director of Engineering
- d. **Request for Professional Services; Naturspire, LLC; (\$207,402.16); South Range Line Road-Exterior Landscaping;** Brad Pease, Director of Engineering
- e. **Request for Purchase of Goods and Services; Environmental Systems Research Institute, Inc.; (\$65,100.00); Enterprise Agreement Renewal;** Kevin Cusimano, Director of Information Communications Systems
- f. **Request for Executive Assurance Agreement; Gibson Teldata, Inc.; (\$129,887.65); Mitel Phone System Maintenance (3 Year); Additional Services Amendment;** Kevin Cusimano, Director of Information and Communication Systems
- g. **Request for Purchase of Goods and Services; Insight Public Sector, Inc.; (\$134,989.53);**

6. REQUEST TO USE CITY STREETS/PROPERTY

- a. **Request to Use City Hall Parking Lot; Freewheelin Bike Collection; April 10, 2027; (Rain Date April 17, 2027); 10:00 AM to 2:00 PM ;** LaNisha Clark, Freewheelin Community Bikes
- b. **Request to Use Civic Square Gazebo and Lawn; International Day of Yoga; June 20, 2027; (Rain Date June 27, 2027); 7:00 AM to 12:00 PM;** Rakesh Kumar, International Hindi Association
- c. **Request to Use Midtown Plaza; Wedding Ceremony; August 1, 2027; 2:00 PM to 5:30 PM;** Megan Sheppard
- d. **Request to Use Carter Green and Allied Solutions Center for the Performing Arts East Patio; Wedding Ceremony; August 21, 2027; 3:00 PM to 8:00 PM;** Katherine DeRozier
- e. **Request to Use Civic Square Fountain Area and Civic Square Gazebo and Lawn; Student Connection Opportunity Fair; October 24, 2026; (Rain Date October 25, 2026); 2:30 PM to 9:00 PM;** Rahul Dange
- f. **Request to Use Midtown Plaza and Use/Close City Streets; Alex Palou x Race Code; October 24, 2026; (Rain Date October 30, 2026); 4:00 PM to 10:00 PM;** Tanner Balazs; Alex Palou

7. OTHER

- a. **Request for Consent to Encroach; 3599 Seminole Dr;** Property Owner
- b. **Request for Consent to Encroach; 14516 Bedford Falls Dr;** Property Owners
- c. **Request for Grant of Easement; 936 Auman Dr W;** IndyHouses, LLC
- d. **Request for Stormwater Technical Standards Waiver; 11608 Westwood Dr;** William A. Cash

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,

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

Until a Successor is Appointed

Next Meeting: October 7, 2026



City of Carmel

CARMEL BOARD OF PUBLIC WORKS MEETING MINUTES

WEDNESDAY, SEPTEMBER 2, 2026 - 10:00 AM
COUNCIL CHAMBERS/CITY HALL/ONE CIVIC SQUARE

MEETING CALLED TO ORDER

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

AGENDA APPROVAL

Board Member Barlow moved to approve. Board Member Potasnik seconded. Agenda Approved 3-0.

MINUTES

Minutes from the August 19, 2026, Regular Meeting. Board Member Potasnik moved to approve. Board Member Barlow seconded. Minutes Approved 3-0.

BID AND QUOTE AWARDS

Bid Award for 2027 Rock Salt for Drinking Water Softening; Mike Hendricks, Assistant Director of Utilities, recommended awarding the bid to Compass Minerals America Inc. for \$137.50 per ton, as they were the lowest bid and most responsive. Board Member Barlow moved to approve. Board Member Potasnik seconded. Bid Award Approved 3-0.

Quote Award for Well Flow Test and Annual Pump Motor Maintenance; Mike Hendricks, Assistant Director of Utilities, recommended awarding the quote to Ortman Drilling and Water Services for \$24,200.00, as they were the lowest quote and most responsive. Board Member Barlow moved to approve. Board Member Potasnik seconded. Quote Approved 3-0.

Quote Award for Headworks Boiler Replacement with Installation; Mike Hendricks, Assistant Director of Utilities, recommended awarding the quote to HMM Contractors for \$67,035.00, as they were the lowest quote and most responsive. Board Member Potasnik moved to approve. Board Member Barlow seconded. Quote Approved 3-0.

CONTRACTS

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; Board Member Potasnik moved to approve. Board Member Barlow seconded. Resolution Approved 3-0.

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; Board Member Barlow moved to approve. Board Member Potasnik seconded. Resolution Approved 3-0.

Request for Professional Services; The Etica Group, Inc.; (\$64,340.00); 24-CFD-03-Stations 42 & 46-Renovation and Design; Additional Services Amendment #3; Board Member Barlow asked regarding some items listed on the delay in the contract being completed. Are the delays the owners or the fire department? Brad Pease, Director of Engineering, stated that questions are for the Fire Department, but we would obviously like to get them right. We are trying to get all the fire stations the same across the board so there probably is some start and stopping along the way. I will pass along the questions to the Fire Chief and have them let you know more details. The fire stations are still functional, and they are still in them working in them daily. This is not an everyday thing for the fire department to manage a project like this. Board Member Potasnik asked why there is an 82% increase and above the original contract. Do you anticipate any additional cost? Brad Pease states this is the most we expect for this job. This contract just expanded and there was just a little more work. Board Member Barlow moved to approve. Board Member Potasnik seconded. Request Approved 3-0.

Request for Purchase of Goods and Services; Insituform Technologies USA, LLC; (\$124,826.00); 12 Inch CIPP - Rohrer Road; Additional Services Amendment #3; Board Member Potasnik asked for more clarification on the date and deadline for approval. Mike Hendricks, Utilities, states they are aware of the delays, and the prices will stay firm and won't change if outside the deadline date by a few days. Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 3-0.

REQUEST TO USE CITY STREETS/PROPERTY

Request to Use/Close City Streets; Brookshire 500 Mower Races; October 3, 2026; 8:00 AM to 11:55 PM; Board Member Barlow moved to approve. Board Member Potasnik seconded. Request Approved 3-0.

Request to Use/Close City Streets; Gluhwein Gallop; December 12, 2026; 7:00 AM to 11:00 AM; Board Member Barlow moved to approve. Board Member Potasnik seconded. Request Approved 3-0.

69 *Request to Use City Streets; Special Request to Use Electricity; Festival of Ice; January 15,*
70 *2027; 7:00 AM to 9:00 PM; Board Member Barlow moved to approve. Board Member*
71 *Potasnik seconded. Request Approved 3-0.*

72 *Request to Use Carter Green and Use/Close City Streets; Special Request to Use*
73 *Electricity; Festival of Ice; January 16, 2027; 7:00 AM to 9:00 PM; Board Member Barlow*
74 *moved to approve. Board Member Potasnik seconded. Request Approved 3-0.*

75 *Request to Use Carter Green and Use/Close City Streets; Special Request to Use Electricity;*
76 *Carmel Winter Games; January 23, 2027; 6:00 AM to 8:00 PM; Board Member Barlow*
77 *moved to approve. Board Member Potasnik seconded. Request Approved 3-0.*

78 *Request to Use Midtown Plaza and Monon Trail; Coffee on the Monon; May 7, 2027; 7:00*
79 *AM to 10:00 AM; Board Member Barlow moved to approve. Board Member Potasnik*
80 *seconded. Request Approved 3-0.*

81 *Request to Use Midtown Plaza and Use/Close City Streets; Special Request to Use*
82 *Electricity; Midtown Block Party; May 8, 2027; 10:00 AM to 6:00 PM; Board Member Barlow*
83 *moved to approve. Board Member Potasnik seconded. Request Approved 3-0.*

84 *Request to Use Allied Solutions Center for Performing Arts East Patio; Special Request to*
85 *Use Electricity; Rehearsal Date; May 14, 2027; 4:00 PM to 6:00 PM; Wedding Ceremony;*
86 *May 15, 2027; 2:30 PM to 6:30 PM; Board Member Barlow moved to approve. Board*
87 *Member Potasnik seconded. Request Approved 3-0.*

88 *Request to Use Civic Square Gazebo and Lawn, Monon Trail, Anthony's Plaza; Move with*
89 *the Mayor; May 21, 2027; 2:00 PM to 4:30 PM; Board Member Barlow moved to approve.*
90 *Board Member Potasnik seconded. Request Approved 3-0.*

91 *Request to Use Veterans Memorial Plaza; Special Request to Use Electricity and Reflecting*
92 *Pool Restrooms; Memorial Day Ceremony; May 28, 2027; 7:00 AM to 10:00 AM; Board*
93 *Member Barlow moved to approve. Board Member Potasnik seconded. Request Approved*
94 *3-0.*

95 *Request to Use Midtown Plaza; Movies at Midtown; June 1 through September 30, 2027;*
96 *6:00 PM to 8:00 PM; Board Member Barlow moved to approve. Board Member Potasnik*
97 *seconded. Request Approved 3-0.*

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OTHER

Request for Stormwater Technical Standards Waiver; 695 1st Ave SE; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 3-0.

Request for Stormwater Technical Standards Waiver; 10875 Crooked Stick Lane; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 3-0.

Request for Stormwater Technical Standards Waiver; 1036 S Rangeline Road; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 3-0.

Request for Stormwater Technical Standards Waiver; 4770 E Main Street; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 3-0.

Request for Stormwater Technical Standards Waiver; 900 N Rangeline Rd; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 3-0.

Request for Grant of Stormwater Quality Management Easement; 10475 Hussey Lane - North Easement; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 3-0.

Request for Grant of Stormwater Quality Management Easement; 10475 Hussey Lane - Center Easement; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 3-0.

Request for Grant of Stormwater Quality Management Easement; 10475 Hussey Lane - South Easement; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 3-0.

Request for Aerial Waiver of BPW Resolution NO. 04-28-17-01; Various Locations; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 3-0.

ADD-ONS AND DEPARTMENT DIRECTOR COMMENTS

ADJOURNMENT

Board Member Campbell adjourned the meeting at 10:13 am.

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APPROVED:

Jacob Quinn – City Clerk

Chairwoman Laura Campbell

ATTEST:

Jacob Quinn – City Clerk

Blood Services Agreement

This Blood Services Agreement (the “Agreement”) is made and effective as of the final signature date to this Agreement, (the “Effective Date”) by and between Versiti Blood Health, Inc. behalf of its affiliated blood centers as identified on Exhibit A, attached hereto and incorporated herein (hereinafter referred to as a “Blood Center”) and Carmel Fire Department (“EMS Provider”) on behalf of itself as listed on Exhibit A, attached hereto and incorporated herein. Blood Center and EMS Provider are referred to herein individually as a “Party,” and collectively as the “Parties.”

RECITALS

WHEREAS, Blood Center is a non-profit, tax-exempt corporation that collects, tests, and distributes blood and blood components for transfusion, transplantation and research purposes; and, as a part of its charitable mission, provides certain testing services to benefit patients in the communities it serves; and

WHEREAS, EMS Provider that provides emergency medical services (“EMS”) in the community served by Blood Center and is seeking a qualified blood center to make certain blood products and services available to the patients served by EMS Provider;

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. OBLIGATIONS OF BLOOD CENTER

1.1 Blood Products and Services. Upon request and as reasonably available, Blood Center will furnish to EMS Provider all of the EMS Provider requirements for blood and blood components set forth on the fee schedule attached hereto and incorporated herein as Exhibit B (“Blood Products”) and as described in the Standing Order Volume attached hereto and incorporated herein as Exhibit B-1. During the term of this Agreement, Blood Center will serve as EMS Provider’s exclusive provider of the Blood Products. In the event Blood Products requested under Exhibit B-1 Standing Order are not available through Blood Center’s local distribution center, Blood Center will use reasonable efforts to coordinate with one or more of its affiliated or other blood centers to secure necessary Blood Products. If Blood Center is unable to timely furnish Standing Order Blood Products as requested, EMS Provider shall be free to procure such Blood Products from other sources, but only to the extent and for the duration of such inability. EMS Provider will submit requests for Blood Products in accordance with Blood Center policies, as may be amended by Blood Center from time-to-time. Blood Center will provide EMS Provider with prior written notice of any change to ordering policies. Material changes in scope and volume must be mutually agreed upon between the parties.

1.2 Urgent Patient Care Needs. Blood Center serves communities by distributing blood and blood components for patients in need. As necessary to meet transfusion needs of the communities served by Blood Center, Blood Center reserves the right to allocate blood and blood products among the health care providers in the communities served by Blood Center and its affiliates and to direct the transfer of Blood Products previously delivered to EMS Provider in order to meet patient care needs.

1.3 Delivery and Pickup Schedule. Blood Center and EMS Provider will establish a mutually agreeable schedule for EMS Provider pickup or delivery of EMS Provider standing order products. EMS Provider shall provide and retain ownership of transportation containers and equipment for use in transportation, temperature monitoring and storage of standing order products.

1.4 Licensure, Certification and Accreditation. Blood Center will maintain all state and federal licenses, certifications, accreditations and approvals necessary to provide the Blood Products, including accreditation by the American Association of Blood Banks ("AABB") and other accrediting agencies as applicable. Upon request, Blood Center will provide EMS Provider with written evidence of licenses, certifications and accreditations.

1.5 Compliance with Accreditation Standards and Laws. In performing its respective obligations under this Agreement, Blood Center shall comply with all applicable accreditation standards as may be amended from time-to-time ("Standards"); and all applicable federal and state statutes, regulations, and rules, and any other federal, state or local action having the effect of law, as may be amended from time-to-time, including, without limitation, laws promulgated by the Food and Drug Administration ("FDA"), the Center for Biologics Evaluation and Research ("CBER"), the Occupational Safety and Health Administration ("OSHA"), the Clinical Laboratory Improvement Amendments ("CLIA"), laws regarding the Medicare and Medicaid programs, health care fraud and abuse laws, and confidentiality laws (collectively, "Laws").

1.6 Donor and Blood Product Testing. If and to the extent required by applicable Standards and Laws, Blood Center will (i) perform donor and Blood Product testing; and (ii) utilize aseptic methods to minimize the risk of Blood Products contamination. For the Blood Products identified on Exhibit B, Blood Center will employ methods to detect, limit or inactivate potential contaminants that are either FDA-approved or validated to provide sensitivity equivalent to FDA-approved methods. Information regarding specific testing methods is available upon request. To ensure compliance with applicable Laws and Standards or for operational reasons, Blood Center may from time-to-time update or initiate new donor testing procedures. Blood Center shall use commercially reasonable efforts to provide EMS Provider with thirty (30) days prior written notice of any such updated or new testing procedures, and will determine whether it is necessary for EMS Provider to return or exchange Blood Products not subject to the updated testing procedures.

1.6.1 If EMS Provider receives blood through a partner transfusion service (i.e. hospital partner), the confirmation of ABO/Rh testing is the responsibility of EMS Provider and its partner transfusion service. While Blood Center perform a confirmatory ABO/Rh testing on units supplied, the compatibility screen and crossmatch for purposes of transfusion, as defined by applicable Laws and Standards, are the responsibility of the prehospital transfusion administration service and the transfusion service of the receiving hospital.

1.6.2 If EMS Provider receives blood directly from Blood Center, Blood Center will perform confirmatory ABO/Rh testing to confirm the unit is correctly labeled with ABO/Rh blood types and tag units as "emergency uncrossmatched." Blood Center will not perform further testing for purposes of transfusion. Compatibility screening/crossmatch as required by applicable laws and standards is the responsibility of the EMS Provider and the receiving hospital transfusion service.

1.7 Lookback and EMS Provider Notification.

1.7.1 If a donor who tested negative at the time of donation subsequently tests reactive for HIV, HCV, or other infectious diseases, or is later determined to be at increased risk for transmitting HIV, HCV, or other infectious diseases (“Reactive Donor”), Blood Center will perform a lookback to identify Blood Products derived from such Reactive Donor and notify EMS Provider in accordance with all applicable Standards and Laws.

1.7.2 In accordance with applicable Standards, Laws, and Blood Center procedures related to FDA reportable events, and within the time frames set forth in such applicable Standards and Laws and procedures, Blood Center will:

- (a). Notify EMS Provider Medical Director to quarantine the identified Blood Products;
- (b). Notify the EMS Provider Medical Director of the Reactive Donor’s test results, including the results of supplemental testing (additional, more specific testing, a licensed screening test with known greater sensitivity than the test of record, and/or any follow-up testing required by the FDA), if available at that time and any additional information reasonably required to be disclosed under applicable Standards and Laws and Blood Center policies.;
- (c). Notify EMS Provider Medical Director of the results of supplemental testing (additional, more specific testing, a licensed screening test with known greater sensitivity than the test of record, and/or any follow-up testing required by the FDA), if performed. Such notification will include the previous test results for the identified donor.
- (d). Notify EMS Provider Medical Director of any known or suspected contamination of Blood Products; and
- (e). Notify EMS Provider Medical Director of any new information related to Blood Products which may affect a transfusion recipient.
- (f). EMS Provider shall have established policies and procedures for tracking and traceability of transfused products, as well as managing notifications from Blood Center including lookback notification, post-donation information and market withdrawal/recall. When such notices are received for products that have been transfused it is the responsibility of the EMS Provider to notify the transfusion service of the patient’s receiving facility. Blood Center’s sole responsibility is to notify the entity to whom the blood was distributed by Blood Center.

1.8 Service Standards. In addition to the service standards described above, Blood Center shall, throughout the term of this Agreement:

1.8.1 maintain a written quality assurance program which includes quality assurance, quality control and proficiency testing programs. Upon EMS Provider reasonable request, Blood Center will provide EMS Provider with written documentation reflecting Blood Center’s compliance with its quality assurance program.

1.8.2 EMS Provider acknowledges and agrees that Blood Center is not the transfusion administration services.

The parties will meet regularly (and at least once annually) to evaluate Blood Center's performance and address any service concerns.

2. OBLIGATIONS OF EMS PROVIDER

2.1 Acceptance of Blood Products. Upon pickup and receipt of Blood Products, EMS Provider shall assume full responsibility for the tracking, handling and storage of all such Blood Products in accordance with all applicable Standards and Laws. Prior to the Effective Date of this Agreement, and as further provided in Section 2.5 below, Blood Center reserves the right to perform an audit of EMS Provider's compliance with the provisions of Section 2 of this Agreement and AABB Standards – First Edition of Standards for Out of Hospital and Prehospital Transfusion Administration Services.

2.2 Product Storage. EMS Provider is responsible for Blood Product storage as provided herein. Low Titer O Positive Whole Blood and Leukoreduced Red Blood Cells must be stored at temperatures defined by the Food and Drug Administration (FDA) and the American Association of Blood Banks (AABB): Refrigerated Products: 1-6°C. Storage units used to store blood products must be validated to ensure proper temperatures can be maintained. Storage units must be continuously monitored or at a minimum have temperatures taken and documented every four (4) hours.

2.3 Records Retention. EMS Provider will maintain records as follows, in accordance with applicable laws and regulations:

2.3.1 Traceability of blood products to include final disposition of the product:

- a) Records of receipt of product into inventory, including type of product.
- b) If issued for transfusion the two independent identifiers associated with the patient, unit ABO group, and unit Rh type date of transfusion.
- c) If discarded, the discard date and waste facility shipped to
- d) In the event of Look Back notification, must be able to identify final disposition of any product discarded or transfused. EMS Provider is responsible for any additional notifications to patients or to receiving hospital transfusion service if, as may be required by applicable Standards and Laws.

2.3.2 Temperature monitoring records for all storage units (electronic and manual) including records of actual temperature alarms and actions taken as a result of the alarm.

2.3.3 Validations of the following:

- a) Computer systems to track products from receipt to final disposition.
- b) Temperature monitored device used to store blood products.
- c) Alarm system (independent or local alarm system built into the device) including testing of both high and low alarm settings and ability to alert when an alarm occurs.
- d) Electronic or liquid and glass thermometers to capture manual temperature reading, if used.

- e) Maintenance records for storage units.
- f) Shipping containers used to transport blood products to include minimum and maximum capacity of the container, maximum time the containers can hold temperature for minimum and maximum capacity and packing directions based on validation.
- g) Ancillary equipment used in blood administration.
- h) Mechanism to affix positive patient identifier to the patient in the presence of at least two staff.

2.3.4 Pre-administration records including the following:

- a) Informed consent obtained before transfusion, or process to document application of implied consent, when necessary.
- b) The unit donation identification number, ABO group, and Rh type.
- c) Record of identifier for patient receiving blood product.
- d) Visual inspection of the blood and blood components.
- e) Expiration date of the unit.
- f) Review of the above immediately before transfusion.

2.3.5 Blood administration records

- a) Records of positive identification, transfusion outcomes, and adverse event reporting.
- b) Confirmation of positive identification of the patient prior to initiating transfusion.
- c) Observation of the patient for potential adverse events during the transfusion and for appropriate time thereafter.
- d) Provision of specific written instructions concerning possible adverse events to the patient or responsible caregiver when direct medical observation or monitoring of the patient will not be available after transfusion.
- e) Date and time of initiation and completion of transfusion(s).
- f) Vital signs taken at defined intervals, including before, during, and after transfusion.
- g) Amount transfused.
- h) Identification of transfusionist.
- i) Transfusion-related adverse events, if applicable.

2.4 Audit. EMS Provider shall allow Blood Center Quality and Safety teams, at Blood Centers sole cost and expense, and with prior written notice to EMS Provider, to perform an audit of records identified in Section 2.3 Records Retention above, no more than annually upon Blood Center request. Any such audits shall be performed during times mutually agreed upon between the parties. In addition, in the event of an audit during which the auditor requests of Blood Center a copy of EMS Provider records, Standard Operating Procedures and/or evidence of training and competency assessment of individuals transfusing blood products, EMS Provider agrees to provide such items upon reasonable request. EMS Provider shall

conduct internal assessments. EMS Provider shall collect and evaluate quality indicator data on a scheduled basis, including adverse events.

- 2.5 Compliance with Accreditation Standards and Laws. In performing its respective obligations under this Agreement, EMS Provider shall comply with all applicable Standards and Laws.
- 2.6 Disease Transmission Prevention. In the event Blood Center provides EMS Provider with notification under Section 1 of this Agreement, EMS Provider shall be solely responsible for locating, quarantining, and returning such Blood Products to Blood Center in accordance with applicable Standards and Laws.
- 2.7 Patient Notification. If Blood Center provides EMS Provider with notification under Section 1 of this Agreement or EMS Provider otherwise becomes aware of circumstances requiring patient notification, EMS Provider will provide patient notification in compliance with applicable Standards and Laws.
- 2.8 Reportable Events. EMS Provider will immediately report to Blood Center and cooperate with Blood Center in the investigation of possible transfusion-associated infectious disease or other transfusion events (including serious or fatal transfusion reactions) which may have resulted from Blood Products. EMS Provider agrees to provide Blood Center information regarding such incidents on forms provided by Blood Center. EMS Provider will immediately report to Blood Center any discrepancies between Blood Products received and the corresponding order document and/or any suspected testing or labeling error. EMS Provider is solely responsible for investigating and reporting patient adverse events and/or fatalities and establishing a protocol for such reporting. If a fatality is suspected to have occurred as a result of a blood transfusion, EMS Provider must notify Blood Center within 24 hours. If a fatality is confirmed to have occurred as a result of a transfusion, EMS Provider shall notify the FDA per 21 CFR 606.170(b). EMS Provider shall also be responsible for communicating investigation results and analysis to any healthcare or hospital partner, if applicable.
- 2.9 Hospital Communications. The EMS Provider hereby represents and warrants that, prior to initiating any pre-hospital transfusion activities using blood products supplied by Blood Center under this Agreement, the EMS Provider has provided written notice of the pre-hospital transfusion program to each acute care hospital, trauma center, and other receiving facility to which the EMS Provider routinely transports patients (each, a "Receiving Hospital") within the EMS Provider's geographic service area.
 - 2.9.1 Such communications shall, at a minimum, inform each Receiving Hospital of:
 - a) the EMS Provider's participation in a pre-hospital transfusion program;
 - b) the types of blood products that may be administered prior to hospital arrival; and
 - c) the fact that transfused patients may arrive having received blood products supplied by Blood Center.
 - 2.9.2 The EMS Provider shall maintain documentation evidencing such communications. Blood Center shall have the right, upon reasonable prior notice, to request documentation reasonably necessary to verify such communications for compliance with this provision.

2.9.3 The EMS Provider shall promptly notify any newly added Receiving Hospital within its service area of the pre-hospital transfusion program.

2.9.4 Blood Center shall be entitled to rely upon the EMS Provider's representations and documentation under this Section in supplying blood products pursuant to this Agreement and shall have no independent obligation to notify Receiving Hospitals of the EMS Provider's pre-hospital transfusion activities.

2.10 Community Support for Blood Donation. During the term of this Agreement, EMS Provider designates Blood Center its exclusive partner for blood drives and collection of donated blood and blood products. In order to assist with adequate supplies and blood components, EMS Provider will:

- a) Provide reasonable space for Blood Center to conduct blood drives at EMS Provider or another mutually agreeable location;
- b) Host a minimum of four (4) one-day blood drives per year at EMS Provider with each blood drive available for a minimum of six (6) hours per day, the timing of which will take due consideration, when appropriate, of allowing sufficient time between drives to maximize collection potential while maintaining a rolling twelve (12) month schedule of EMS Provider assisted blood drives;
- c) Reasonably assist with internal and external blood drive promotion;
- d) Reasonably assist with scheduling of donor appointments;
- e) Permit Blood Center to publicly (i) advertise the blood drives; and (ii) represent itself as the sole/primary supplier of blood and blood products to meet routine and emergent needs of EMS Provider; and
- f) Provide a letter from high-ranking EMS Provider officer, that can be used to gain employee and community support for donations.

2.11 EMS Provider Transfer of Blood Products. Blood Products provided hereunder are intended for use by EMS Provider patients only. EMS Provider shall not transfer or sell Blood Products to any entity not identified on Exhibit A (a) without the prior written consent of Blood Center. In the event EMS Provider transfers Blood Products in violation of this Section, EMS Provider will remain responsible for its payment for the Blood Product under this Agreement and is solely responsible for complying with all applicable Standards and Laws related to the supply of blood products, including ensuring that it is appropriately registered as a blood supplier and having the processes necessary to comply with all storage, tracking, handling, shipping, and notification requirements, including, but not limited to, product withdrawal and product recall. In the event Blood Center determines that the transfer of Blood Products previously delivered to EMS Provider is necessary to meet an emergent patient need, EMS Provider agrees to transfer such Blood Products as directed by Blood Center.

3 TERM AND TERMINATION

- 3.4 Term. This Agreement shall be effective on the Effective Date, and shall continue for a term of one (1) year (the “Term”).
- 3.5 Termination. Either Party may terminate this Agreement upon written notice of an uncured material breach of this Agreement by the other Party; provided that the party seeking to terminate must provide the other party with a written notice describing the alleged breach in reasonable detail and a sixty (60) day opportunity to cure. Upon notification for material breach, Blood Center reserves to right to cease to provide Blood Products to EMS Provider or to cease acceptance of returns of blood products from EMS Provider. Upon expiration or termination of this Agreement for any reason, EMS Provider shall compensate Blood Center for all Blood Products provided to EMS Provider prior to such expiration or termination.

4 COMPENSATION

- 4.4 **Fees.** EMS Provider shall compensate Blood Center for the Blood Products in accordance with the Fee Schedule set forth on Exhibit B (“Fee Schedule”). Except as otherwise expressly provided on the Fee Schedule, the amounts set forth on the Fee Schedule are effective as of the Effective Date and will remain in effect through this Agreement.
- 4.5 Invoicing and Payment. Blood Center will submit invoices to EMS Provider and EMS Provider will pay Blood Center’s invoice within thirty (30) days of EMS Provider’s receipt of the invoice (the invoice shall contain the information contained on attached Exhibit E). If EMS Provider fails to pay any invoice within thirty (30) days, EMS Provider will pay a finance charge on all outstanding amounts at a rate of interest equal to the lesser of 1.5% per month or the maximum legal rate. In addition, Blood Center may, without limiting any of its other rights, curtail or cease to provide Blood Products to EMS Provider, or require EMS Provider to pay for such Blood Products, as well as outstanding amounts, in advance or on receipt of Blood Products. Failure to pay within sixty (60) days is considered a breach of this Agreement.
- 4.6 Patient Billing. Blood Center will provide Blood Products and Services to EMS Provider in order to make such Blood Products and Services available to patients in the community served by EMS Provider’s. The Parties understand and agree that federal and state health care program regulations and other third-party EMS Provider EMS reimbursement arrangements require the EMS Provider to bill for products and services provided to EMS Provider’s EMS patients, and do not allow for direct patient billing by Blood Center. Blood Center agrees that it will not directly bill patients for Blood Products or Services and will accept the compensation payable hereunder as payment in full for Blood Products and Services made available to EMS Provider patients through EMS Provider. As applicable, Blood Center assigns to EMS Provider the right to bill and collect for the Blood Products and Services provided by Blood Center.
- 4.7 Returns. The Blood Center Credit and Return Policy is attached hereto and incorporated herein as Exhibit C. The Blood Center Credit and Return Policy (Exhibit C) is only applicable to agreements where EMS Provider receives blood directly from Blood Center as set forth in Section 1.6.2. Blood Center will provide EMS Provider with thirty (30) days prior written notice of any changes to the Credit and Return Policy.

5 CONFIDENTIALITY; PROTECTED HEALTH INFORMATION

- 5.4 Definition. “Confidential Information” means all technical, business, financial, pricing and other information that is disclosed by either Party (the “Disclosing Party”) to the other (the “Receiving Party”) in writing, all individually-identifiable patient information, any disputes or disagreements between the Parties, the terms and conditions of this Agreement (and the substance of the negotiations leading to it), and all non-publicly available information related to the Disclosing Party’s policies, products, services and/or methodologies.
- 5.5 Obligation of Confidentiality. Subject to applicable federal, state, and local laws, including but not limited to the Indiana Access to Public Records Act ("APRA"), Indiana Code § 5-14-3-1 et seq., the Parties acknowledge that certain records related to this Agreement may be subject to public disclosure requirements. Notwithstanding the foregoing, Versiti may identify information it reasonably considers proprietary, confidential, trade secret, or otherwise exempt from disclosure under applicable law and may provide Carmel with a redacted version of this Agreement or other materials containing such information. Versiti shall provide EMS Provider with a redacted version of this Agreement identifying information that Versiti reasonably believes constitutes proprietary information, or other information exempt from disclosure under applicable law. Carmel shall consider such designations in responding to any request for public records and, to the extent permitted by law, shall notify Versiti before releasing any designated information.
- 5.6 Protected Health Information. Each Party shall comply with all federal and state laws applicable to maintaining the confidentiality of health information, including the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009, the American Recovery and Reinvestment Act of 2009, and the federal and state implementing regulations, standards and guidance promulgated thereunder, as such statutes and regulations may be amended from time to time.
- 5.7 Survival. This Section 5 shall survive termination or expiration of this Agreement.

6 INSURANCE

- 6.1 Insurance. Blood Center and EMS Provider shall: (i) maintain general liability, employers’ liability, workers compensation and professional liability insurance coverage in customary amounts designed to meet statutory requirements (if any) and its respective obligations under this Agreement; and (ii) provide certificates of insurance evidencing such coverage upon request.
- 6.2 Indemnity. EMS Provider shall indemnify, defend and hold Blood Center harmless from claims arising out of EMS Provider's storage, handling, transportation, administration, misuse, negligence, or other acts or omissions occurring after delivery of the Blood Product to EMS Provider. Blood Center shall indemnify, defend and hold EMS Provider harmless from claims arising out of Blood Center's negligence, failure to comply with applicable regulatory requirements, or defects in the Blood Product existing prior to delivery to EMS Provider.

6.3 Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW, WITH RESPECT TO PRODUCTS OR SERVICES RENDERED HEREUNDER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO.

7 NO EXCLUSION

Blood Center and EMS Provider each represent and warrant that neither it nor its agents, employees, or subcontractors providing services under this Agreement are or have been: (1) excluded, debarred or otherwise ineligible to participate in any federal or state funded health care program ("Health Care Program"); (2) convicted of a criminal offense related to the provision of healthcare items or services, but has not yet been excluded, debarred, or otherwise declared ineligible to participate in any Health Care Program; or (3) under investigation or otherwise aware of any circumstances that may result in such Party's (or the Party's agents, employees, or subcontractors providing services under this Agreement) being excluded from participation in any Health Care Program. Each Party shall promptly provide written notice to the other Party of any change in the status of the representation and warranty set forth in this section.

8 MISCELLANEOUS

8.1 Amendment; Assignment. Except as expressly provided herein, any alteration, modification, or amendment to this Agreement must be in writing and signed by both Parties. Neither Party may assign this Agreement without the prior written consent of the other Party unless the assignment is in conjunction with a reorganization, merger, or sale of all or substantially all its assets, provided, however, that an assignment by EMS Provider shall not increase the scope of the Agreement without Blood Center's prior written consent. This Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assigns.

8.2 Counterparts. This Agreement may be executed in counterparts. Signatures transmitted electronically or by facsimile shall be deemed valid.

8.3 Dispute Resolution. If a dispute arises with respect to performance under this Agreement, it shall be resolved through good faith consultation in the ordinary course of business. Such consultation will be initiated between the Parties' officers or representatives. If the dispute is not resolved within thirty (30) days of the initial contact, either Party may submit the matter to mediation in accordance with the Center for Public Resources Model Procedure for Mediation of Business Disputes, or the Commercial Mediation Rules of the American Arbitration Association. Neither Party shall institute litigation to resolve a dispute over the performance of the Agreement until the mediation procedure has been completed, unless, and only to the extent that, doing so is necessary to avoid irreparable harm.

8.4 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes any and all prior proposals, agreements, contracts, understandings, or arrangements, whether written or otherwise, relating to the subject matter hereof. There are no oral promises or warranties affecting this Agreement, and none shall be valid.

- 8.5 Force Majeure. In no event shall either Party be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that Party's reasonable control and occurring without its fault or negligence, including, without limitation, any act of God, pandemic, epidemic, governmental act or regulation, accreditation agency pronouncement, failure of critical suppliers or carriers, fire, accident, strike, or war; provided that, as a condition to the claim of non-liability, the Party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.
- 8.6 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of Indiana, without regard to its conflict of laws provisions. The parties agree that jurisdiction and venue for any dispute shall be in Hamilton County in the State of Indiana and no Party or person may object to personal jurisdiction in, or venue of such courts, or assert that such courts are not a convenient forum. Both parties waive trial by jury in any action hereunder. The Parties to this Agreement jointly participated in the negotiation and preparation of this contract; ambiguities (if any) shall not be attributed to either Party.
- 8.7 EMS Provider's Compliance Program. The Parties acknowledge that EMS Provider maintains a corporate compliance program ("EMS Provider Program"). The EMS Provider Program is intended to prevent compliance violations and to promote education related to fraud, abuse, false claims, and inappropriate referrals. Blood Center may report any regulatory compliance concern to the EMS Provider through the EMS Provider's compliance line at (317) 571-2600. Blood Center acknowledges EMS Provider's commitment to the EMS Provider Program and agrees to consider EMS Provider's reasonable requests for information relative to the EMS Provider Program.
- 8.8 Blood Center's Compliance Program. The Parties acknowledge that Blood Center maintains a corporate compliance program ("Blood Center Program"). The Blood Center Program is intended to prevent compliance violations and to promote education related to fraud, abuse, false claims, excess private benefit, and inappropriate referrals. EMS Provider may report any regulatory compliance concern to Blood Center through Blood Center's compliance line at 1-213-443-1186. EMS Provider acknowledges Blood Center's commitment to the Blood Center Program and agrees to consider Blood Center's reasonable requests for information relative to the Blood Center Program.
- 8.9 Independent Contractor. The relationship of the Parties is that of independent contractors. Neither Party is the partner, joint venturer, or agent of the other and neither Party has authority to make any statement, representation, commitment, or action of any kind which purports to bind the other without the other's prior written authorization.
- 8.10 Non-discrimination. The Parties do not unlawfully discriminate in any way on the basis of race, color, gender, religion, ancestry, national origin, sexual preference or orientation, veteran status, age, physical or mental handicap, in employment practices, use of its facilities, or the provision of Blood Products. Blood Center represents and warrants that it and each of its employees, agents and contractors shall

comply with all existing and future laws prohibiting discrimination against any employee, applicant for employment and/or other person in the subcontracting of work and/or in the performance of any act contemplated by this Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, subcontracting or work performance hereunder because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status or Vietnam era veteran status.

8.11 Severability. In the event any provision of the Agreement is held to be invalid, such holding shall have no effect on the remaining provisions of this Agreement and such provisions shall remain in full force and effect.

8.12 Survival. The covenants and obligations herein which by their terms require performance after the expiration or termination of this Agreement and any other provision that the Parties reasonably contemplate remaining in effect after expiration or termination of this Agreement shall survive the termination or expiration of this Agreement and shall be binding and enforceable until fully satisfied in accordance with their terms.

8.13 Use of Names. Neither Party will use the name of the other Party or of any staff member, employee, student, or agent of the other Party, or any adaptation, acronym, logo, symbol, or other registration, trademark or service mark of the other Party ("Mark"), without the prior written permission of the owner of the name or Mark, except as required to fulfill its duties under this Agreement.

8.14 Waiver. A waiver by either Party of a breach or violation of any provision of this Agreement will not constitute or be construed as a waiver of any subsequent breach or violation of that provision or any other provision of this Agreement.

8.15 Warranty. Blood Center warrants that Products and Services provided to EMS Provider under this Master Agreement shall be provided in compliance with all applicable Laws and Standards. BLOOD CENTER MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, REGARDING THE PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND NO PROVISION OF THE AGREEMENT CREATES ANY WARRANTY OF MERCHANTABILITY OR FITNESS AS TO PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT. BLOOD CENTER CANNOT REPRESENT OR WARRANT THAT (I) HUMAN BIOLOGICAL MATERIALS PROVIDED HEREUNDER ARE FREE FROM ALL INFECTIOUS OR HAZARDOUS AGENTS (THERE ARE NO LABORATORY TESTING OR OTHER PROCEDURES PRESENTLY AVAILABLE THAT CAN GUARANTEE THAT BLOOD, BLOOD COMPONENTS AND OTHER HUMAN BIOLOGICAL ARE FREE FROM INFECTIOUS OR HAZARDOUS AGENTS); OR (II) THAT LABORATORY TESTING RESULTS ARE GUARANTEED ACCURATE (IMMUNOLOGICAL AND SEROLOGICAL TESTS, EVEN WHEN PROPERLY PERFORMED, MAY RESULT IN FALSE POSITIVE OR FALSE NEGATIVE RESULTS).

8.16 Iran Certification: Pursuant to Indiana Code Chpt. 5-22-16.5, the Vendor shall certify that, in signing this document, it does not engage in investment activities within the Country of Iran.

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

8.18 Notice. Any notice or other communication required or permitted hereunder shall be in writing and shall be sent by (a) personal delivery, (b) delivery by reputable overnight courier; or (c) U.S. mail; except that notice of termination shall be in writing and either hand delivered or sent postage prepaid by certified mail, return receipt requested. Notices shall be sent to the addresses set forth below and shall be deemed received upon receipt by the addressee:

if to Blood Center:
Attn: Legal Counsel
Versiti, Inc.
638 N. 18th Street
Milwaukee, Wisconsin 53233

if to EMS Provider :
Attn: Legal Counsel
City of Carmel Fire Department
210 Veterans Way
Carmel, IN 46032

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written, by their undersigned, duly authorized agents. EMS Provider represents and warrants that it has the authority to bind the EMS Provider.

CITY OF CARMEL, INDIANA

VERSITI, INC., for its controlled affiliate

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: _____

Signed by:
By: 

ABEB6763EB9D476...
Gretchen Jameson, Ed.D

Gretchen Jameson

Printed Name

EVP and Chief Marketing Officer

EVP & Chief Marketing Officer

(Federal Tax ID) is 39-0807235
FID/TIN: _____

Date: 9/8/2026

Signed by:


3D0F8FB7AB864A3...

Exhibit A

Blood Centers

Versiti Blood Health, Inc. dba Versiti Blood Center of Indiana
3450 N Meridian St.
Indianapolis, Indiana 46208

Carmel Fire Department

210 Veterans Way
Carmel, Indiana 46032

Exhibit B
Blood Products and Services Fee Schedule ¹
Effective for the term of the Agreement

RED BLOOD CELLS	
Low Titer O Positive Whole Blood	\$
Leukoreduced Red Blood Cell (O Positive)	\$
Leukoreduced Red Blood Cell restocking fee	\$25
Liquid Plasma, Group A, Irradiated	\$

- 1 Upon written approval by the EMS Provider, Versiti may modify this Fee Schedule upon thirty (30) days prior written notice to cover (a) new or different infectious disease testing or processing requirements; and/or (b) increases in the cost to produce the products.
- 2 Upon written approval by the EMS Provider, Versiti may adjust delivery fees once annually upon thirty (30) days prior written notice to based on the cost of fuel.

The Parties acknowledge that EMS Provider is a public entity and that this Agreement may be subject to applicable public records or open records laws. Notwithstanding the foregoing, EMS Provider agrees that it will not proactively publish, post, or otherwise publicly disseminate the pricing and related commercial terms of this Agreement, except as required by law in response to a valid public records request. To the extent permitted by applicable law, EMS Provider will provide Blood Center with prior notice of any such request and cooperate with Blood Center's reasonable efforts to seek confidential treatment of such information.

Exhibit B-1
Standing Order Volume

Low Titer O Positive Whole Blood	MON	TUE	WED	THUR	FRI	Weekly TOTAL
						1

First Standing Order will be ready for pickup at Eskenazi Health, 720 Eskenazi Avenue, Indianapolis, Indiana, on or after September 15, 2026; actual date to be agreed up between Eskenazi Health and EMS Provider. EMS Provider will return unused Blood Product units to Eskenazi Health with the number of days remaining shelf life agreed upon between EMS Provider and Eskenazi Health. EMS Provider will call Eskenazi Health to order replacement units. Requests for replacement of transfused product can be made by contacting Eskenazi Health. Blood Center and Eskenazi Health may provide requested replacement product, as reasonably available. EMS Provider agrees to accept Low Titer O Positive Whole Blood, O Positive Leukoreduced Red Cells and/ or Group A, Irradiated Liquid Plasma to fill EMS Provider orders. Supply based on product availability.

Exhibit C*
Blood Center Return and Credit Policy

Products Eligible for Return and/or Credit

- Products that are recalled or non-conforming are eligible for return for full credit.

Products Not Eligible for Return and/or Credit

- Products with defaced or damaged labels
- Extraneous labels (e.g. temperature indicators) applied to the product
- Products that have not been stored at 1-6°C or have been allowed to warm above 10°C or cooled below 1°C outside of temperature monitored cooling device.
- Product integrity has been compromised.

Process For Product Returns:

Contact Blood Center Hospital Services Department at the appropriate distribution site. Complete Blood Centers' Product Return/Transfer Form in its entirety. Credit will be issued after the completed, signed Product Return/ Transfer Form is received and qualification for return is validated. In signing the Product Return/Transfer Form, the EMS attests that:

- The product container has not been broken.
- The unit has been stored in a temperature monitored cooling device according to FDA guidelines of 1-6°C for liquid whole blood.
- Whole Blood has not been allowed to warm above 10°C or cooled below 1°C outside of temperature monitored cooling device.

*Only applicable to agreements where EMS Provider receives blood directly from Blood Center as set forth in Section 1.6.2.

EXHIBITD

AFFIDAVIT

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

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

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the _____ day of _____, 20

Printed: _____

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

Printed: _____

EXHIBITE
Invoice

Date:

Name of Company:

Address & Zip:

Telephone No.:

Fax No.:

Project Name: _____

Invoice No. _____

Purchase Order No: _____

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

Signature

Printed Name

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ESKENAZI HEALTH
AND
CITY OF CARMEL FIRE DEPARTMENT**

This Agreement is entered into by and between The Health and Hospital Corporation of Marion County d/b/a Eskenazi Health (“Eskenazi Health”), with its principal office located at 720 Eskenazi Ave., Indianapolis IN 46202, and City of Carmel Fire Department (“EMS”) with its principal office located at 210 Veterans Way, Carmel, IN 46032, collectively “the Parties.”

RECITALS

WHEREAS, Eskenazi Health operates a Pathology and Laboratory Services Transfusion Service/Blood Bank and Eskenazi Health Transfusion Medicine/Blood Bank is accredited by the College of American Pathologists (“CAP”) and the Association for the Advancement of Blood and Biotherapies (“AABB”).

WHEREAS, Eskenazi Health is committed to providing blood products and related services, (per AABB prehospital guidelines) in the prehospital setting via EMS and the Tactical/SWAT medic teams.

WHEREAS, EMS is an emergency medical services provider that desires to provide pre-hospital transfusion options in the field;

WHEREAS, this collaborative model is within the scope of the FDA Compliance Policy Guide 220.100 for Interstate Shipment Biologicals for Medical Emergency;

WHEREAS, the Parties wish to collaborate to make pre-hospital blood products available, in compliance with accrediting and regulatory requirements.

NOW, THEREFORE, Eskenazi Health and EMS agree to the following terms:

1. Term and Termination

The term of this agreement shall begin on the 16th of September, 2026 and remain effective for 2 years unless earlier terminated. The parties may renew the Agreement for subsequent 2-year periods upon mutual written agreement.

Either party may terminate this MOU for any reason with 90 days’ written notice.

2. Obligations of Eskenazi Health

- a. Eskenazi Health shall operate the Pathology and Laboratory Services Transfusion Service/Blood Bank according to AABB. Eskenazi Health

personnel working in the Blood Bank shall maintain appropriate certifications, training, and experience requirements.

- b. Eskenazi Health operates the Blood Bank 24/7, 365 days a year.
- c. Eskenazi Health procures blood products from Versiti Indiana Blood Center (“Versiti”).
- d. Eskenazi Health will maintain and provide, to the extent capacity allows, access to blood products pursuant to the protocols set forth in Exhibit A, attached and incorporated herein.
- e. Eskenazi Health shall inspect and approve coolers for blood products and reserves the right to refuse to provide blood product supplies if the cooler is inadequate or cannot otherwise maintain cool temperatures, as set forth by regulation. Eskenazi Health shall conduct an initial and annual review of the coolers for compliance with CAP and AABB standards.
- f. Eskenazi Health will perform the required unit type confirmations for all units prior to releasing products to EMS. When designated unit(s) have been used by EMS, Eskenazi Health will attempt to provide additional replacement products; however, when blood supply has reached critical levels and Eskenazi Health is unable to maintain adequate stock levels, Eskenazi Health will suspend provision of additional blood products to EMS.
- g. Eskenazi Health shall issue a monthly invoice to EMS for \$500 for administration expenses.

3. Obligations of EMS

- a. EMS shall follow federal regulatory requirements, Eskenazi Health’s protocols, and AABB prehospital standards at all times.
- b. EMS shall procure and use a Delta APRU or Delta ICE cooler or equivalent and shall be responsible for sending to Delta for maintenance (as needed), reports, parts, replacement coolers, and applications to support the digital features of the cooler.
- c. EMS shall coordinate with Eskenazi Health to obtain blood products for pre-hospital transfusion, according to Exhibit A.
- d. EMS shall pay Eskenazi Health Five Hundred Dollars (\$500.00) a month for administration fees associated with providing blood supplies. EMS shall remit payment to Eskenazi Health within 30 days of invoice containing the same information as that contained on the Professional Services Invoice attached hereto as Exhibit B .
- e. Invoicing and payment for blood products shall be made by and between EMS and Versiti. If pre-hospital transfusion becomes reimbursable, payment arrangements will be re-evaluated.
- f. EMS will be charged for products not returned to Eskenazi Health, whether due to use or waste. Blood products that have exceeded their shelf life or failed to maintain the appropriate temperature can no longer be put back into circulation for use at the Eskenazi Health Blood Bank and shall be returned to Eskenazi Health Blood Bank to be discarded according to biohazard waste guidelines.

- g. EMS shall work with Eskenazi Health to maintain appropriate policies and procedures in accordance with 21 CFR 606.100 to ensure safe maintenance of blood products and shall direct its employees to undergo necessary training.
- h. To the extent applicable and appropriate given the circumstances, EMS shall document consent for use of blood products.
- i. EMS shall maintain all required records set forth in Exhibit A and shall provide the same to Eskenazi Health, including but not limited to all temperature tracking data.

4. Entire Agreement

This Agreement and any and all exhibits, attachments or amendments, constitute the entire Agreement between Eskenazi Health and EMS.

5. Amendment

This MOU may only be amended or modified in writing by mutual agreement of the Parties.

6. Indemnification

EMS will defend, indemnify, and hold harmless Eskenazi Health and all affiliate entities, including their directors, officers, employees, and agents, from and against any claim, liability, loss or expense (including, without limitation, attorney fees) arising directly or indirectly out of any act, failure to act, or willful misconduct by EMS, its directors, officers, employees, or agents connected with the subject matter of this MOU.

Eskenazi Health will defend, indemnify, and hold harmless EMS and all affiliate entities, including their directors, officers, employees, and agents, from and against any claim, liability, loss or expense (including, without limitation, attorney fees) arising directly or indirectly out of any act, failure to act, or willful misconduct by Eskenazi Health, its directors, officers, employees, or agents connected with the subject matter of this MOU.

Any obligation under this Section shall be limited in substance by applicable statutes designed to protect and limit the exposure and liability of an instrumentality of the State of Indiana, including, without limitation, the Indiana Tort Claims Act and its aggregate liability limits and bar to liability for punitive damages and for acts or omissions of others.

7. Insurance

The parties shall obtain and maintain appropriate liability insurance coverage, according to industry standard, which may be accomplished through self-insurance.

8. Independent Contractors

The parties are at all times independent contractors, and neither party will be considered an agent, servant, partner, employee, or joint venturer of the other party.

9. Governing Law

This MOU shall be construed and enforced in accordance with all relevant federal law, and the laws of the State of Indiana. Any litigation arising out of it shall be brought in a court located in Indiana.

10. Severability

If any provision of this MOU or its application to any Party or circumstance is found to be invalid or unenforceable to any extent, the remainder of this MOU and the application of its provisions to the other parties or circumstances will not be affected and will be enforced to the extent permitted by law.

11. E-Verify

By signing this agreement, each party represents and affirms that it operates in full compliance with I.C. § 22-5-1.7 et seq., as the same may be amended from time to time, (the “Indiana E-Verify Law”), and that, to the extent required by law, it is enrolled in the E-Verify program, it verifies the work eligibility status of all employees hired after June 30, 2011, and it does not knowingly employ an unauthorized alien. The requirements of this paragraph shall not apply should the E-Verify program cease to exist.

12. Iran Certification.

Pursuant to Indiana Code Chpt. 5-22-16.5, each Party certifies that, in signing this document, it does not engage in investment activities within the Country of Iran.

13. Discrimination Prohibition

Each Party represents and warrants that it and each of its employees, agents and contractors shall comply with all existing and future laws prohibiting discrimination against any employee, applicant for employment and/or other person in the subcontracting of work and/or in the performance of any Services contemplated by this Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, subcontracting or work performance hereunder because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status or Vietnam era veteran status. This indemnification obligation shall survive the termination of this Agreement.

In witness whereof, the Parties acting through their duly authorized officials have executed this MOU on behalf of their organizations.

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

Health and Hospital Corporation
Of Marion County d/b/a
Eskenazi Health

BY:

BY:

Laura Campbell, Presiding Officer

Authorized Signature

Date: _____

Printed Name: Dr. Lisa Harris

James Barlow, Member

Title: CEO

Date: _____

FID/TIN: 356005697

Alan Potasnik, Member

Date: 9/3/26

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

Exhibit A –Carmel Fire Department
Pre-hospital Transfusion Medicine Service

I. Supplies

EMS will use O positive Low Titer Whole Blood (LWTB), or O positive Packed Red Cells with Type A or AB Liquid Plasma interchangeably. All LTWB and RBC products are stored at 1-6° C. Units Liquid Plasma. Must be stored at 1-6° C and have a shelf life of 28 days (or expiration date on the product). All RBC products used at Eskenazi Health are leukoreduced at the time of collection to minimize febrile reactions and exposure to HLA antigens. All blood products will have the date and time of expiration on the unit label.

II. Policies and Procedures

1. EMS staff will be trained on all requirements related to blood product storage and cooler use. This training will be documented initially and then annually.
2. EMS will utilize Eskenazi Health Blood bank validated Igloo cooler to transport blood between blood bank and Delta APRU. Blood should be transported without delay and placed in appropriate temperature controlled storage.
3. EMS Policies will include:
 - a. Blood bank refrigerator/cooler temperature requirements, alarm response and required documentation
 - b. Required quality control and preventive maintenance
 - c. Blood cooler packing and required documentation
 - d. Additional information as set forth herein
4. The Eskenazi Health transfusion services manager and medical director are required to sign off on all EMS policies and procedures related to blood product storage, transport and transfusion.
5. Additional guidance can be found at www.versiti.org.

III. Cooler Maintenance and Validation Responsibilities

1. Coolers shall be procured and provided by EMS with approval by Eskenazi Health Transfusion service medical director and manager.
2. Coolers are validated initially and annually by Eskenazi Health Transfusion Service staff to ensure they meet CAP and AABB transport standards.
3. Any required monthly maintenance will be completed by Eskenazi Health Transfusion Service staff.
4. EMS will be responsible for the following related to the coolers:
 - Sending cooler in to Delta for maintenance, as applicable
 - all repairs
 - any replacement parts/products
 - purchase of additional or replacement coolers
 - purchasing the BloodComm app for the Delta cooler

- If not stored at Eskenazi Health – Coolers will be scheduled with blood bank maintenance.

IV. Uncrossmatched Products supplied by Eskenazi Health Transfusion Service:

<i>Cooler to be used</i>	<i>Notification to ready TAT</i>	<i>Products to be issued</i>	<i>Return to blood bank</i>
Delta-APRU	<1 hours	(1) O+ Whole blood <u>or</u> (1) O+LRBC and (1) A or AB liquid plasma. *	Within 7 days (_____ afternoon)

*Note liquid plasma is not utilized at Eskenazi Health, so Eskenazi blood bank will have to special order in order to supply EMS with this product. This product will not be returnable to Eskenazi blood bank and EMS will incur cost from Versiti.

V. If Blood Products are stored at EMS facility using a Delta APRU

- Delta APRU must be used that meets the AABB requirements and is approved by Eskenazi Health Transfusion Service Manager and Medical Director.
- The temperature monitoring application will be purchased
- Temperature data will be sent to Eskenazi Health Manger weekly or access given to EMS's Delta application for review of temperature data
- Policies and procedures will include actions to be taken if/when APRU alarms for temperature to ensure quality of blood products are maintained (exceed limits of 1-6C)

VI. If Blood Products are stored at EMS Facility using a Delta Ice Cooler

- The Delta ICE Cooler must be used that meets AABB requirements and is approved by Eskenazi Health Transfusion Service manager and Medical Director.
- A minimum of 2 inserts will be purchased
- The electronic conditioning pad will be purchased
- The temperature monitoring application will be purchased
- Inserts will be switched out every 24 hours
- Cooler should be plugged in when not being transported
- Temperature data will be sent to Eskenazi Health Manager weekly or access given to EMS Delta ICE application for review of temperature data
- Policies and procedures will include actions to be taken if/when cooler alarms for temperature to ensure quality of blood products are maintained (exceeds limits of 1-6C).

VII. EMS Requirements include:

1. Initial and annual transfusionist training – including recognition and response to possible immediate transfusion reactions.
2. Circular of Information is available via the Versiti Website, or a physical copy is available at Eskenazi Health blood bank.
3. Prior to transfusion EMS transfusionist will:
 - a. Mix bag and do a visual check of products for expiration date, blood type, clots, hemolysis and discoloration
 - b. Verify the unit has remained in the validated cooler during transport
 - c. Perform visual check for acceptability (no clots, hemolysis, discoloration)
 - d. Verify Unit labels and transfusion record form having matching unit information, and
 - e. Verify there is informed or implied (emergent) consent for transfusion
4. If the product is not suitable for use for any reason, EMS shall promptly notify and return the unit to Eskenazi Health Blood Bank at 317-880-7082.
5. During and after a transfusion, EMS will:
 - a. Monitor patient for signs and symptoms of transfusion reaction until hand off to ER staff – notify them of prehospital transfusion and give copies of blood administration paperwork, the empty bags and any specimens collected.
 - b. The EMS Medical Director and Eskenazi Blood Bank manager should also be immediately notified by email if a transfusion reaction is suspected.
 - c. Only transfuse through sterile, pyrogen free transfusion set that has filter designed to retain particles potentially harmful to recipient.
 - d. Only transfuse with 0.9% Normal Saline or Normosol-R (no other drugs or medications can be given in same line with blood products)
 - e. Vitals should be taken and documented pre and post transfusion if product is administered rapidly. If products are administered slowly, vitals should be taken and documented pretransfusion, 15 minutes into administration and post-transfusion.
 - f. EMS will have defined criteria/policy for adult and pediatric patients in their policy/procedure.
 - g. EMS will have a policy/procedure concerning patients of childbearing potential receiving RH positive uncrossmatched Whole blood or LRBCs.
 - h. EMS physician will sign (before or after transfusion) authorization for uncrossmatched/emergent blood products.

VIII. Products utilized for Prehospital administration will be:

- A. Tracked by Eskenazi Health Transfusion Service/Blood Bank to meet all regulatory requirements. Whenever blood is administered in the prehospital setting, the following shall occur:
1. EMS will provide EH blood bank with the following information:
 - a. Completed transfusion record and signature authorizing uncrossmatched/emergent blood administration
 - b. Patient name, DOB and other demographic information (if available)
 - c. Hospital patient taken to and the MRN assigned (if available)
 - d. EMS run number, date and time (copy of run sheet if available)
 2. The EMS medic will also document the following in the patient's EMS medical record:
 - a. Blood product(s) and amounts transfused
 - b. Lot number of blood products
 - c. Equipment used to perform the transfusion (i.e. blood warmer, pressure bags, etc.)
 - d. How consent was obtained (implied or informed)
 3. Eskenazi Health blood bank manager will use the above information:
 - a. If patient comes to Eskenazi Health – will order and add to the patient's medical records
 - b. If patient is taken somewhere other than Eskenazi Health, manager will build the patient in Softbank computer system with whatever info is available (using EMS run number as MRN) and document transfusion
 - c. This will meet regulatory requirements to be able to track the recipient in the event of a look-back or fatality investigation.
 - d. For patients that come to Eskenazi Health, the blood bank will notify EMS MD of any abnormal antibody screening/testing results.
 4. Prehospital blood is not billable per CMS at time of this MOU.

The Eskenazi Health Blood Bank staff and pathologists on call are always available for consultation regarding component therapy or specific patient problems by calling Eskenazi Health blood bank at 317-880-7082.

Communication of concerns can anonymously be directed to the AABB by mail to Attn: AABB National Office 45550 Montgomery Ave Suite 700, North Tower, Bethesda MD 20814 or by email to accreditation@aabb.org

The arrangement is endorsed by:

Diane Cantwell, BS MT (ASCP)
Manager, Blood Bank
Eskenazi Health

Nichole LePage, MD
Medical Director, Blood Bank
Eskenazi Health

EXHIBIT B Invoice

Date:

Name of Company:

Address & Zip:

Telephone No.:

Fax No.:

Project Name: _____

Invoice No. _____

Purchase Order No: _____

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

Signature

Printed Name



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

120074

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
9/8/2026			368321	Administrative Fee - Blood Program

VENDOR	HEALTH & HOSPITAL CORP OF MARION CO	Carmel Fire Department
	ESKENAZI HEALTH ATTN: GINGER MACY	SHIP 210 Veterans Way
	720 ESKENAZI AVE 5TH FL-FINANCE	TO Carmel, IN 46032-
	INDIANAPOLIS, IN 46202 -	

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
112377				

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

Department: 1120 Fund: 101 General Fund

Account: 43-509.00

12	Each	Administrative Fee for Blood Program Supplies	\$500.00	\$6,000.00
Sub Total				\$6,000.00

Send Invoice To:

Carmel Fire Department
Accounts Payable
210 Veterans Way
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

ORDERED BY

TITLE

PAYMENT

\$6,000.00

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

Denise Snyder

Accreditation/Budget Administrator

Zac Jackson

CFO

CONTROL NO. 120074

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

THIS AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") entered into by and between the City of Carmel and CrossRoad Engineers, P.C. (the "Professional"), as City Contract dated January 23, 2025 shall amend the terms of the Agreement by adding the additional services to be provided by Professional consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

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

CrossRoad Engineers, P.C.

By: _____

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

By: _____

Authorized Signature

Printed Name

Title

FID/TIN: 35-1963331

Date: 9/9/2026

Exhibit A



June 15, 2026

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

Re: City of Carmel – 3rd Avenue Roundabout and Reconstruction Project – Phase 1 and 2 –
Carmel Drive to American Way
Engineering Services Fee Proposal

Dear Brad:

Based on our conversations with you, our current knowledge of the project areas, and from information provided in the BUILD Grant application, we have prepared this fee proposal for your review. This proposal is intended to include all design elements required for the new street reconstruction of 3rd Avenue from Carmel Drive to American Way, and on Gradle Drive from 3rd Avenue to the Monon Trail. Please refer to the attached Project Limits Exhibit (Exhibit 'A'). As shown, it is planned that the project may be designed and constructed in two (2) phases, unless the BUILD Grant application is approved and funded, in which case, both phases will be designed and constructed concurrently. It is understood that Phase 1 of the project, which includes the reconstruction of 3rd Avenue from Gradle Drive to American Way, reconstruction of Gradle Drive from 3rd Avenue to the Monon Trail, drainage work along the west side of the Monon Trail north of Gradle Drive, and drainage work along the east side of 3rd Avenue just south of Gradle Drive, will proceed through design and construction regardless of the BUILD Grant award. Phase 2 of the project will include the construction of a new roundabout at 3rd Avenue and Carmel Drive, and reconstruction of 3rd Avenue from the new roundabout to Gradle Drive. Any necessary water and sanitary design will be contracted separately through the Carmel Utility Department.

It is understood that this project will be locally funded through the **2024 Bond**.

The following is a Scope of Professional Services and Proposed Fees for your review. We would like to thank you for this opportunity to continue our involvement in enhancing the City of Carmel through this project. If you should have any questions or need any further information, please do not hesitate to call me at (317) 780-1555 ext. 114.

Sincerely,

CrossRoad Engineers, PC

A handwritten signature in black ink, appearing to read "Trent E. Newport", is positioned below the company name.

Trent E. Newport, P. E., L. S.
President

3rd AVENUE ROUNDABOUT AND RECONSTRUCTION PROJECT - PHASE 1 and 2 CARMEL DRIVE TO AMERICAN WAY CrossRoad Engineers, PC

SCOPE OF PROFESSIONAL SERVICES

1. ROUTE SURVEY AND TOPOGRAPHIC SURVEY

A Route Survey will be prepared since this project will likely involve right of way parcels. It is assumed that a route survey will be completed along both 3rd Avenue and along Carmel Drive. This work will generally follow INDOT procedures and will include locating (horizontally & vertically) all necessary features in the field such as edges of pavement, existing drainage structures and patterns, utilities, buildings, signs, etc. Upon the completion of the field work, we will establish all section lines, right of way lines, and property lines per deeds and platted subdivisions; complete all survey line work; generate the TIN surface model and create one-foot interval contours; and add all relative survey notes to the drawings. Included will be information such as one-foot contouring, existing street elevations, existing sanitary and storm structures, and verification of existing utilities. This scope will include all research, office work, and field work necessary to complete the Route Survey and Topographic Survey. Based on our conversations, it is understood that the Route Survey and Topographic Survey will be completed at one time for the overall project limits.

2. ROUNDABOUT CAPACITY ANALYSIS AND PRELIMINARY SCHEMATICS

This work involves evaluating the expected performance of the proposed roundabout at 3RD Avenue and Carmel Drive in terms of traffic volume capacity and delay. Methodology as presented in the Highway Capacity Manual, latest edition will be utilized. Three traffic volume scenarios will be evaluated: base year, design year, and maximum. The base year is expected to be the year the facility is constructed and open to traffic. The design year is expected to be 20 years after construction. The maximum scenario is the greatest amount of traffic growth the proposed facility can support within the prescribed capacity criteria. We will work with the proposed developer on the east side of 3rd Avenue, north of Gradle Drive, for peak hour traffic turning volumes and the City will provide the design year growth factor. It is understood that this work will be completed at the beginning of the design phase, regardless of award of the BUILD Grant application.

3. DESIGN SERVICES

Per our conversations, the design phase of this scope will be split into two phases. It is anticipated that Phase 1 of the project will extend from Gradle Drive to American Way along 3rd Avenue, and from 3rd Avenue to the Monon Trail along Gradle. The limits of Phase 2 will include a new roundabout at 3rd Avenue and Carmel Drive, and the reconstruction of 3rd Avenue from the new roundabout to Gradle Drive. It is understood that design of Phase 1 will begin in 2027, and that Phase 2 design will be completed

concurrently with Phase 1, if the BUILD Grant application is approved, or if directed by the City of Carmel.

We are planning to utilize a subconsultant, Rundell Ernstberger Associates (REA), for landscape architecture design services and irrigation design services for the 3rd Avenue and Carmel Drive roundabout that will be included within Phase 2 of the project. All other design subconsultants will be included in other phases of the project as discussed below.

This scope and fee proposal assumes that City of Carmel standards pavement sections will be used for this project; therefore, no pavement design is included.

Design and construction plans for the project will be prepared in accordance with the City of Carmel's standards, guidelines and directions, and using INDOT standards where applicable. CrossRoad Engineers will submit plans to the City Engineer for review at the following milestone:

- STAGE 1 - Preliminary Road Design (Approximately 30% complete)
- STAGE 2 - Field Check Plans (Approximately 60% complete)
- STAGE 3 - Final Check Plans (Approximately 90% complete)

Based on the preliminary scoping phase and initial design decisions, it is anticipated that the final plans will include, at a minimum, the following civil plans sheets:

- Title Sheet
- Index Sheet
- Typical Sections Sheet
- Construction Details Sheets
- Road Plan & Profiles
- Intersection Grading Plans
- Detailed Spot Grading Information
- Cross Sections
- Maintenance of Traffic Plan
 - INDOT/MUTCD/City of Carmel standards
- Construction Phasing Plan
- Stormwater Drainage Design
 - Plan and profiles, as necessary
- Sanitary Sewer Design Plans, (to be designed in separate contract with City of Carmel Utilities)
- Utility Plan Sheets
- Water Main Relocation Plans (to be designed in separate contract with City of Carmel Utilities)
- Miscellaneous Details
- Stormwater Pollution Prevention Plan
- Structure Data Table and Miscellaneous Tables

Holding a public information meeting is not included in this phase of the project. A supplemental scope and fee proposal will be provided if it is determined that any public information meetings are required.

It is anticipated that meetings with other internal City of Carmel departments will be necessary within this phase of the design to determine desired improvements for water, sanitary sewer, and communications / technology. It is anticipated that the design of any necessary water and sanitary sewer infrastructure would not be included within the scope of this project, rather, it would be completed directly for the City of Carmel Utility Department. It is also anticipated that the design of any infrastructure needs for any technology or communications improvements will be included within this phase of the project; however, the design of the data cabling, camera locations, WAP or other equipment location and design, will be completed by others for the City of Carmel Information and Communication Systems (ICS).

Per previous conversations, it is anticipated that the existing open ditch along the west side of the Monon Trail north of Gradle Drive will be encapsulated within Phase 1 of the project. It is understood that this area provides stormwater detention for upstream areas in current conditions, and that the design of the encapsulation will also be required to mitigate the existing storage volume within the proposed encapsulation. It is also understood that the design of roadside drainage along 3rd Avenue may consist of infiltrative, green infrastructure measures.

Per previous conversations, it is understood that the Monon Trail crossing at Gradle Drive will be enhanced with a raised decorative crossing, or other traffic calming feature(s) to improve bicycle and pedestrian safety.

Per previous conversations, it is understood that the only lighting design for the project will be included within Phase 2 of the project at the 3rd Avenue and Carmel Drive roundabout. No new lighting design within the 3rd Avenue or Gradle Drive corridors are included within this scope. The RAB lighting plans will document the roadway geometry, the location of the service points (indicating voltage being supplied), location of the poles, the orientation of the luminaires, the light source type and luminaire wattage, as well as any underground wiring, conduit, handholes, and cable duct markers that are needed.

Based on our previous conversations, it is also understood that no irrigation is included outside the 3rd Avenue and Carmel Drive roundabout (Phase 2) portion of this project.

4. UTILITY COORDINATION

Coordination with representatives from each of the utility companies having facilities within the project areas will be included in this task for both Phase 1 and Phase 2. CrossRoad Engineers will communicate any relocation of facilities that may be needed and then review the relocation plans that the utility companies prepare. We will review any reimbursable claims by the utility companies and coordinate as necessary. This task does not include work associated with field locating the vertical depth of any utilities ("potholing"). This work will be in general accordance with INDOT policy and procedures

currently in effect. However, this scope only addresses utility coordination through the design process. Utility coordination services during the construction phase can be provided as needed on an hourly basis.

5. PERMIT APPLICATIONS

The project limits will likely require the disturbance of more than one acre of land for both Phase 1 and Phase 2. Therefore, an IDEM CSGP permit will be required for both phases. SWPPP Plans will be prepared for the project as well, and review through the Hamilton County Soils and Water Conservation District will be coordinated. Coordination with Hamilton County Surveyor's Office (HCSO) will also be necessary for Phase 1 and Phase 2 of the project, as the proposed storm installation drains directly to a HCSO regulated drain downstream. As such, it is assumed that an HCSO Outlet Permit will be required for each direct connection. Also, it is anticipated that Phase 1 of the project may include a relocation of the existing JW Hawkings Arm of the WR Fertig Drain that is located along the Monon Trail. Any relocation of the HCSO drain will require a petition to reconstruct permit as well. Any outlet permits and reconstruction petitions that may be required for Phase 1 of the project, all necessary applications and exhibits will be prepared in this phase of the project. Lastly, based on previous jurisdiction determinations for projects in the area, and due to the potential presence of ordinary high water mark within channels being impacted by both Phase 1 and Phase 2 of the project, it is assumed that IDEM and USACE 401/404 permitting may be required. Based on the impacts in Phase 1 to the ditch along the Monon Trail, it is assumed that full 401/404 permitting may be necessary for the proposed encapsulation. For Phase 2 of the project, it is assumed that there will be a new outfall to the existing open WR Fertig Drain, which would require an RGP to be submitted to both IDEM and USACE. During the Wetland Determination task, CRE will review the findings and confirm that the above-mentioned permitting assumptions are accurate and determine if any change in scope is necessary.

6. BIDDING PHASE SERVICES

Following the City Engineer's approval of Final Check Plans, final bid documents will be prepared, including construction plans, project specifications and final engineer's estimate. This task will be included in both Phase 1 and Phase 2 scopes. Please note that if Phase 1 and 2 are designed and bid concurrently, there will be no separate Phase 2 Bidding Phase Services. The Phase 2 Bidding Phase Services will only be used if Phase 2 is bid separately from Phase 1.

Bidding documents will be prepared using "front end" information and documents provided by the City. A CrossRoad Engineers representative will also attend and prepare agendas and minutes for the pre-bid, bid opening and the pre-construction meetings.

7. COORDINATION WITH OTHERS

During the development of Phase 1 and Phase 2 of this project, an extensive amount of coordination and communication is anticipated to be required with the following entities:

- City of Carmel Redevelopment Commission (Phase 1 and 2)
- Carmel Clay Parks Department (Phase 1)

- Proposed Developer and Design Team along the east side of 3rd Avenue, north of Gradle Drive (Phase 1)
- Carter Green and Tarkington Operators (Phase 1)
- Existing Property Owners and Business Owners along 3rd Avenue (Phase 1 and 2)

8. ENVIRONMENTAL DOCUMENTATION

It is understood that if the City of Carmel is awarded the BUILD Grant application, full environmental evaluation and documentation, including Categorical Exclusion, Section 4(f) Coordination, Section 106 Documentation, Red Flag Investigation and Public Involvement will be required. We will utilize a subconsultant, SJCA, Inc., for all environmental documentation services for this project. See SJCA's attached proposal dated June 11, 2026, for details of these functions. Please note that it is assumed that no public meetings will be held for this project. A supplemental scope and fee proposal will be provided if it is determined that any public information meetings are required.

9. WETLAND DELINEATION

Based on our understanding of the project area and previous studies completed in the area, an identification of any wetlands, or other "waters of the United States", will be completed for the overall project area. We will utilize a subconsultant, AquaTerra Consulting, Inc., for all environmental documentation services for this project. See AquaTerra's attached proposal dated April 17, 2026, for details of these functions. It is understood that this work will be completed at the beginning of the design phase, regardless of award of the BUILD Grant application.

10. R/W SERVICES

CrossRoad Engineers shall perform Right of Way Engineering work consisting of preparing right of way plans, property plats, and legal descriptions for those right of way parcels that need to be acquired for the project. There are expected to be seven (7) parcels of land to be acquired in the Phase 1 limits and eleven (11) parcels of land to be acquired in the Phase 2 limits. This effort also includes a 20-year title research for the permanent right of way to be acquired. CrossRoad will also perform all Right of Way Acquisition services including appraising, buying, RW Management, and recording. We will also provide RW staking if requested. All of this work will be completed in accordance with the City of Carmel Right of Way Procedures.

11. METHOD FOR PAYMENT OF ENGINEERING FEES

During this work, progress invoices will be prepared for the portions of the work done to date based on the Fee Schedule included with this document as Attachment "B". These invoices will be submitted by the 5th of each month and will become due by the 30th of that same month. Invoices not paid within 30 days after submission to you will accrue interest at a rate of 1.5% per month. Should the City decide to cancel the project at any time, all phases that have been worked on will be invoiced up to that time of project termination.

12. UNDERSTANDINGS

For additional services not covered herein, the work will be performed as authorized by you at a mutually agreed upon rate. Costs incurred due to agency applications for plan review and approval, meeting mileage, postage for plan distribution, public notifications, recording fees, and other direct costs shall be invoiced separately as a reimbursable with a 15% administrative charge. Payment for these items will not be the responsibility of CrossRoad Engineers.

13. ADDITIONAL SERVICES

It is assumed that Construction Inspection services will be contracted separately from this scope and fee proposal. A separate contract will be provided at a later time prior to construction.

Based on previous discussions, it is understood that the City of Carmel may desire the installation of green, infiltrative measures as part of the proposed drainage system. As information such as specific locations and desired type of facilities are not known at this time, no Geotechnical Investigations are included within this scope and fee proposal. As necessary information is determined, a subconsultant will be identified and a supplemental scope and fee will be provided. Accordingly, no landscaping design is provided for any green, infiltrative measures due to lack of information at this time. As green landscaping needs are determined, a subconsultant for this work will be identified and a supplemental scope and fee will be provided.

PROJECTED SCHEDULE OF PROFESSIONAL SERVICES

The following is an anticipated schedule for completion of the professional services for development of the project that is based on an assumed contract execution / notice to proceed date, as noted. The anticipated schedule assumes timely reviews and direction from the City of Carmel and key stakeholders, as necessary, throughout the development of the project. The anticipated schedule is subject to change based on outside agency reviews, permitting schedules, and other consultants outside the scope of this proposal. The schedule assumes BUILD Grant approval and following the Federal Aid process for the design of Phase 1 and Phase 2 concurrently. If the BUILD Grant is not approved, a revised schedule for Phase 1 design only will be agreed to with the City of Carmel.

MILESTONE DATES	START	COMPLETION
Contract Execution / NTP		07/01/2026
Topographic & Route Survey	08/01/2026	04/01/2027
STAGE 1 Design Services	04/01/2027	02/01/2028
City Review	02/01/2028	03/01/2028
STAGE 2 Design Services	03/01/2028	11/15/2028
City Review	11/15/2028	12/15/2028
PFC Meeting		11/15/2028
Environmental Approval	08/01/2026	12/01/2028
STAGE 3 Design Services	12/15/2028	11/01/2029
City Review	11/01/2029	12/01/2029
Final Plans	12/01/2029	08/23/2030
Anticipated Bid Letting		09/18/2030
R/W Acquisition	01/01/2029	03/01/2030
<i>Utility Relocations</i>	<i>04/01/2030</i>	<i>04/01/2031</i>
<i>Construction</i>	<i>04/01/2031</i>	<i>11/01/2032</i>

ATTACHMENT "B"

FEE SCHEDULE – LUMP SUM*

PHASE 1

1.	TOPOGRAPHIC SURVEY AND ROUTE SURVEY	\$	127,000
2.	ROUNDBOUT CAPACITY ANALYSIS / PRELIMINARY SCHEMATICS	\$	15,000
3.	ENVIRONMENTAL DOCUMENTATION ⁽¹⁾	\$	85,000
4.	WETLAND DELINEATION ⁽²⁾	\$	3,200
5.	PH 1 - ROAD DESIGN SERVICES	\$	435,200
6.	MONON ENCAPSULATION AND 3 RD AVE DITCH MODICATIONS	\$	96,000
7.	PH 1 - UTILITY COORDINATION	\$	32,600
8.	PH 1 - PERMIT APPLICATIONS	\$	20,500
9.	PH 1 - BIDDING PHASE SERVICES	\$	16,500
10.	PH 1 - COORDINATION WITH OTHERS	\$	15,000
11.	PH 1 - RIGHT OF WAY SERVICES	\$	87,850
	T&E REPORT ⁽³⁾ - 7 @ \$550/EA = \$3,850		
	R/W ENGINEERING - 7 @ \$1,650/EA = \$11,550		
	LAND PLATS - 7 @ \$650/EA = \$4,550		
	LEGAL DESCRIPTIONS - 7 @ \$650/EA = \$4,550		
	R/W MANAGEMENT - 7 @ \$2,000/EA = \$14,000		
	APA ⁽³⁾ - 7 @ \$350/EA = \$2,450		
	APPRAISALS ⁽³⁾ - 7 VALUE FINDINGS @ \$2,250/EA = \$15,750		
	REVIEW APPRAISALS ⁽³⁾ - 7 @ \$1200/EA = \$8,400		
	NEGOTIATIONS ⁽³⁾ - 7 @ \$2,350/EA = \$16,450		
	DOC PREP & RECORDING - 7 @ \$150/EA = \$1,050		
	R/W STAKING - 7 @ \$750/EA = \$5,250		
12.	PH 1 - MISCELLANEOUS REIMBURSABLES	\$	2,000
	(BUDGET ESTIMATE – See 12. Understandings)		

TOTAL PHASE 1 ESTIMATED PROJECT FEE **\$ 935,850**

PHASE 2

13.	PH 2 - ROAD DESIGN SERVICES	\$	389,000
14.	PH 2 - ROUNDBOUT DESIGN SERVICES	\$	172,000
15.	PH 2 - ROUNDBOUT LANDSCAPE ARCHITECTURE ⁽⁴⁾	\$	50,000
16.	PH 2 - UTILITY COORDINATION	\$	20,000
17.	PH 2 - PERMIT APPLICATIONS	\$	18,000
18.	PH 2 - BIDDING PHASE SERVICES	\$	16,500
19.	PH 2 - COORDINATION WITH OTHERS	\$	10,000
20.	PH 2 - RIGHT OF WAY SERVICES	\$	138,050
	T&E REPORT ⁽³⁾ - 11 @ \$550/EA = \$6,050		
	R/W ENGINEERING - 11 @ \$1,650/EA = \$18,150		
	LAND PLATS - 11 @ \$650/EA = \$7,150		
	LEGAL DESCRIPTIONS - 11 @ \$650/EA = \$7,150		

	R/W MANAGEMENT - 11 @ \$2,000/EA = \$22,000	
	APA ⁽³⁾ - 11 @ \$350/EA = \$3,850	
	APPRAISALS ⁽³⁾ - 11 VALUE FINDINGS @ \$2,250/EA = \$24,750	
	REVIEW APPRAISALS ⁽³⁾ - 11 @ \$1200/EA = \$13,200	
	NEGOTIATIONS ⁽³⁾ - 11 @ \$2,350/EA = \$25,850	
	DOC PREP & RECORDING - 11 @ \$150/EA = \$1,650	
	R/W STAKING - 11 @ \$750/EA = \$8,250	
21.	PH 2 - MISCELLANEOUS REIMBURSABLES	\$ 2,000
	(BUDGET ESTIMATE – See 12. Understandings)	

TOTAL PHASE 2 ESTIMATED PROJECT FEE \$ 815,550

TOTAL FEE \$ 1,751,400

Our Total Estimated Project Fee is divided into the above work components for billing purposes.

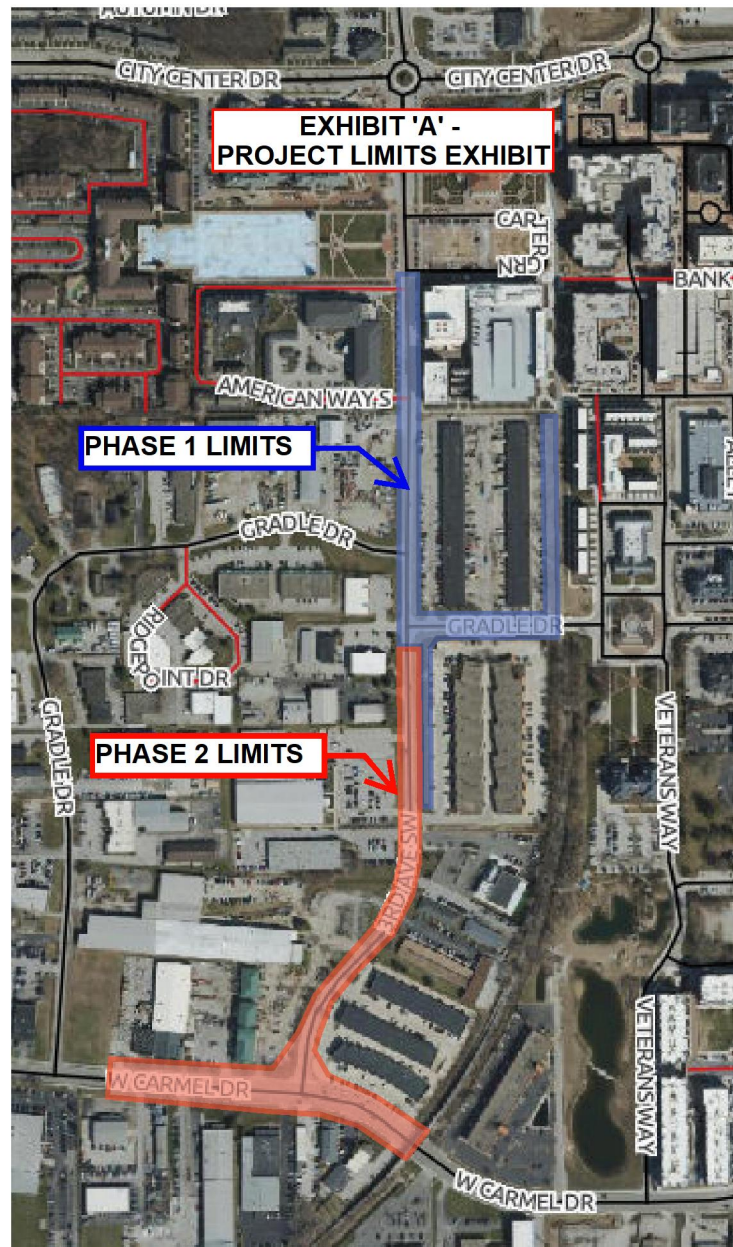
* Fees will be billed on a lump sum basis, unless otherwise noted.

⁽¹⁾ We will utilize a subconsultant (SJCA, Inc.) for a portion of this task.

⁽²⁾ We will utilize a subconsultant (AquaTerra Consulting, Inc.) for a portion of this task.

⁽³⁾ We will utilize a subconsultant for a portion of this task. Subconsultant is unknown at this time.

⁽⁴⁾ We will utilize a subconsultant (REA, or other Landscape Architect) for a portion of this task.





Revised June 11, 2026

William Hall, PE
Crossroad Engineers
115 N. 17th Ave
Beech Grove, IN 46107

Re: Carmel 3rd Ave Roundabout, Trail, and Reconstruction
City of Carmel, Hamilton Co, Indiana
Des. No. NA (pending)
Fee Proposal

Dear William,

Thank you for the opportunity to submit a fee proposal for the above-referenced project. The proposal is based on the billing rates averaged for the years 2026-2029. These fees will be billed Lump Sum. An average hourly rate has been used for the fee justifications. The following is a summary of our proposal fees:

Fee Summary	Lump Sum
5.2 Categorical Exclusion Level 2 Environmental Document	\$34,200.00
5.3 Section 4(f) Coordination	\$4,400.00
5.10 Full Section 106 Historic Resource Documentation	\$30,500.00
5.15 Red Flag Investigation	\$6,700.00
<u>5.19 Public Involvement- Notice of Planned Improvement only</u>	<u>\$9,200.00</u>
Total	\$85,000.00

If this contract is not fully executed within six months of the date of this proposal letter, then the fees and scope are subject to change. This may be due to a change in local, state, or federal guidance, which would render the scope and fees outdated and would require updates.

If, after consulting with all local, state, and federal agencies regarding the project, additional studies are requested or the project scope/area changes, then additional fees will be required to meet the additional scope of services.

We appreciate the opportunity to serve you on this project. If you have any questions or desire additional information, please contact me at 317 566-0629 or email, emulryan@sjcainc.com.

Sincerely,

Erin Mulryan, MPA
SJCA Inc.
Director of Environmental Services

PROJECT DESCRIPTION

City of Carmel 3rd Ave Roundabout, Trail, and Reconstruction

This project is on 3rd Avenue from Carmel Drive to American Way and would include a full reconstruction from Carmel Drive to American Way, along with a new roundabout at Carmel Drive, a new crossing of the Monon Trail at Gradle Drive, and drainage work along the corridor. Also proposed is a multi-use trail on the west side of 3rd Ave as well as bioswales. This scope of services assumes more than 0.5 acres of right-of-way will be required for the project. Because project funding has not been secured, this scope assumes federal funding will be involved and therefore compliance with the National Environmental Policy Act (NEPA), Section 106 of the National Historic Preservation Act (NHPA), and all other applicable federal, state, and local regulations will apply.

SJCA SCOPE OF WORK

SECTION 5.2: Environmental Documentation

Responsibilities/Deliverables

- Categorical Exclusion (CE) Level 2 Document.
- Project Management- invoicing, progress reports/updates, and scheduling.
- Project Coordination- monthly internal team & client coordination meetings, task coordination.

Activity

- One site investigation to document existing conditions.
- Preliminary Field Check (PFC) Meeting attendance.
- Early coordination with regulatory agencies.
- One completed and approved CE Level 2 Document.
- Commitments database spreadsheet after the CE document is approved. Staff will provide the draft spreadsheet and assist the designer with resolutions.
- An initial inspection of applicable structures for bats and birds will be completed, and all forms and documentation will be uploaded into the USFWS Information for Planning and Consultation (IPaC) for USFWS review and concurrence.

Assumptions

- Right-of-way acquisition will be over 0.5 acre.
- No impacts to karst features will occur.
- No Section 4(f) use impacts will occur to the existing trails and pedestrian facilities adjacent to Carmel Drive, 3rd Ave, and Gradle Drive.
- The project will result in a “No Historic Properties Affected” or “No Adverse Effect” finding to historic resources.
- The project will not result in a Likely to Adversely Affect endangered species, including bats.
- No public meetings or hearings will be held.

Items Specifically Not Included

- Any changes in scope or impacts to resources not observed during preliminary desktop review that would require additional documentation, including a higher level of CE document. This scope assumes no Section 4(f) use impacts that would elevate the CE document to a Level 4, which would require Federal Highway Administration (FHWA) review

and approval.

- Any potential or adverse impacts to endangered/threatened species that would require additional documentation and coordination with IDNR, USFWS, and/or INDOT.
- Bat guano collection and testing. If bats are found to be present, a supplemental fee will be required.
- A follow-up bridge inspection for bats and birds. This scope includes one inspection for USFWS coordination purposes for the CE document and any related waterway permitting, unless requested by client or an in-house project.
- Any special studies, such as noise, air, or Karst studies.
- Any impacts to wetlands/streams over 0.1 acre or 300 linear feet.
- Any onsite meeting with regulatory agencies.
- Completion of an environmental consultation form.
- Additional documentation due to design changes resulting in a change in impacts to resources after CE approval. This includes Notes to File and/or Additional Information (AI) documents.
- Additional coordination and/or documentation related to Section 4f resource uses.
- Initial Field Check (IFC) meeting attendance.

SECTION 5.3: Section 4(f)

Responsibilities/Deliverables

- Section 4(f) temporary use/exception documentation and coordination for existing trails within and adjacent to the project.

Activity

- Coordination with Carmel Parks and Recreation and Carmel Department of Community Services, the officials with jurisdiction (OWJ), INDOT, and designer.
- Section 4(f) *temporary* use/exception letter of concurrence drafting, coordination with INDOT, and signature coordination with OWJ.

Assumptions

- The project will not require Section 4(f) *de minimis* documentation or an individual evaluation related to recreational resources being converted to a transportation use.

Items Specifically Not Included

- Section 4(f) individual evaluations or a *de minimis* use finding.

SECTION 5-5.9: Archaeological Investigations

Responsibilities/Deliverables

- N/A

Activity

- N/A

Assumptions

- Based on the current project description, SJCA assumes no archaeology will be required because the project scope takes place entirely within previously disturbed soils.

Items Specifically Not Included

- Any changes to the scope after documentation/fieldwork has been initiated and/or completed may require a supplemental fee.
- Costs do not include a geomorphological assessment or deep testing. If needed, these will be provided in a separate scope and cost.
- Costs do not include Phase II NRHP Testing or Phase III Data Recovery.
- Costs do not include any agency (state or federal) meeting.
- Any preparation of an Archaeological Report of Archaeological Short Report is not expected and will require a supplemental fee.

SECTION 5.10: Historical/Architectural Investigations

Responsibilities/Deliverables

- Section 106 Documentation: Full Section 106 Review;

Activity & Assumptions

- Section 106 consultation, as required by the National Historic Preservation Act (NHPA) of 1966, will be completed prior to submittal of the CE document for approval. It is anticipated that the project will follow the procedures as outlined in the INDOT Cultural Resources Office (CRO) Manual.
- Due to the proposed scope, Full Section 106 Review is anticipated.
 - The Full Section 106 review assumes the survey of previously identified properties as well as un-surveyed properties to evaluate for the National Register of Historic Places (NRHP).
 - Two site visits are included (onsite PFC meeting and one day site investigation).
 - Aerial desktop review revealed that there are multiple residential and commercial properties that are over 50 years of age within the anticipated Area of Potential Effects (APE) and will require survey in the Historic Property Report (HPR). This report assumes that up to 2 properties could require a National Register of Historic Places (NRHP) evaluation and could be NRHP-eligible.
 - Other buildings less than 50 years of age will be documented for purposes of the review.
 - SJCA will prepare a Section 106 early coordination letter (ECL).
 - The client will provide SJCA with a KMZ file/Shapefile of the proposed project area (projected study area)
 - SJCA will prepare an HPR.
 - SJCA will prepare a Report Distribution Letter (RDL) that will accompany the HPSR and/or Archaeology report.
 - GIS shapefiles of the project area, APE, any historic property boundaries will be submitted to INDOT CRO.
 - SJCA will prepare an email template.
 - SJCA will prepare a finding of "No Historic Properties Affected or No Adverse Effect" for the Effect Finding 800.11 Documentation.
 - SJCA will prepare an RDL, legal notice, and email template to accompany this documentation to be submitted to INDOT CRO for review.

- It is anticipated that mapping will need to be revised to accurately reflect the project area as shown on the plans.

Items Specifically Not Included

- Any changes to the scope after documentation/fieldwork has been initiated and/or completed may require a supplemental fee.
- Any preparation of an Individual Section 4(f) Evaluation.
- Any preparing, organizing, or hosting a consulting party meeting and presentation. It is not anticipated that one will be needed for the purposes of this project.
- Any documentation relating to an Effects Report or “Adverse Effect” finding including a Memorandum of Agreement (MOA), or any other special study requested by INDOT CRO or the Indiana State Historic Preservation Officer (SHPO).

SECTION 5.15: Red Flag Investigation

Responsibilities/Deliverables

- Based on preliminary review of the project area, there are several hazardous materials sites of concern within and adjacent to the project area along Carmel Drive and 3rd Ave, including leaking underground storage tanks and RCRA Generator/TSD sites. Therefore, a full red flag investigation (RFI) that identifies all environmental sites of concern and recommendations for avoiding and/or minimizing impacts to these sites will be required.

Items Specifically Not Included

- Additional studies and/or testing. If the RFI recommends that those services be performed, they will be completed by others.

SECTION 5.19: Public Involvement (NOTICE OF PLANNED IMPROVEMENT ONLY TO MEET MINIMUM REQUIREMENTS)

Responsibilities/Deliverables

- Notice of Planned Improvement advertisement offering the public the opportunity to request a public hearing, coordination, mailing, and comment summary.
- Public involvement documentation, certification submission, and coordination with INDOT.

Activity

- A Notice of Planned Improvement legal notice advertisement meeting current INDOT requirements will be prepared and advertised in a local newspaper. Comments will be collected from the public and summarized. All concerns will be addressed through coordination with the client and designers, and documents will be submitted to INDOT for review and public involvement certification.

Items Specifically Not Included

- Any public meetings or hearings. This scope of work includes a Notice of Planned Improvement offering the public the opportunity to request a public hearing only and related coordination and submissions. Should one be in the best interest of the public, associated fees will be required.
- Onsite or virtual meetings with property owners.

Fee Summary



Project: Carmel 3rd Ave Roundabout, Trail, & Reconstruction
Client: Crossroad Engineers
DES. No.: NA (funding source pending)
Contract No.: NA

Task	Fee Type	Proposed Fee
5.2 Environmental Documentation- CE	Lump Sum	\$34,200.00
5.3 Environmental Documentation- Section 4(f)	Lump Sum	\$4,400.00
5.10 Historical/Architectural Investigation - Full Section 106	Lump Sum	\$30,500.00
5.15 Red Flag Investigation	Lump Sum	\$6,700.00
5.19 Public Involvement	Lump Sum	\$9,200.00
Total Proposed Fee		\$85,000.00

5.2 Environmental Documentation- CE



Project: Carmel 3rd Ave Roundabout, Trail, & Reconstruction

BY: ECM
4.24.2026; rev
Date: 6.11.2026

Client: Crossroad Engineers
Des. No.: NA (funding source pending)
Contract No.: NA

DESCRIPTION	STAFF HOURS BY CLASSIFICATION						Total Hours	Total Fee/Task
	Principal of Environmental Planning	Senior Env. Project Manager	Environmental Scientist/Ecologist (LEAD)	Environmental Scientist/Ecologist	GIS Specialist			
Project Management- Invoicing, Progress Reports/Updates, and Scheduling	2	4	8				14	\$2,007.52
Project Coordination - Monthly Internal Team & Client Coordination Meetings, Task Coordination	4		10	4	4		22	\$3,112.34
Project Information and Purpose & Need Coordination	2		10				12	\$1,644.78
CE Field Investigation			5	5			10	\$1,242.10
PFC Meeting Attendance			6				6	\$745.26
CE Maps & Exhibit Development			2		14		16	\$2,236.56
Early Coordination with Regulatory Agencies (Including USFWS IPAC)			4	30			34	\$4,223.14
Internal QA/QC for Early Coordination			2	2			4	\$496.84
Community Impacts Assessment Report & Coordination			2	18			20	\$2,484.20
Draft CE Form and Appendices			65				65	\$8,073.65
Internal QA/QC & Revisions- Peer & Client	2	6	10				18	\$2,561.52
INDOT Submission Coordination and Revisions			30				30	\$3,726.30
INDOT Approval and Commitments Coordination			12				12	\$1,490.52
TOTAL	10	10	166	59	18		263	\$ 34,044.73
Average Rate	\$201.34	\$152.79	\$124.21	\$124.21	\$142.01			
TOTAL LABOR COST	\$2,013.40	\$1,527.90	\$20,618.86	\$7,328.39	\$2,556.18			\$34,044.73
DIRECT EXPENSES								
Mileage	3	Trips x	50	Mi/Trip x	\$0.41		per Mi	\$61.50
Lodging	0	Persons x	0	Days x	\$110.00		per Day	\$0.00
Per Diem	0	Persons x	0	Days x	\$41.00		per Day	\$0.00
TOTAL DIRECT EXPENSES								\$61.50
TOTAL FEE								\$34,106.23
PROPOSED LUMP SUM FEE								\$34,200.00

5.3 Environmental Documentation- Section 4(f)



Project: Carmel 3rd Ave Roundabout, Trail, & Reconstruction

BY: ECM
4.24.2026; rev
6.11.2026

Client: Crossroad Engineers
Des. No.: NA (funding source pending)
Contract No.: NA

Date:

DESCRIPTION	STAFF HOURS BY CLASSIFICATION					Total Hours	Total Fee/Task
	Principal of Environmental Planning	Environmental Scientist/Ecologist					
Project Coordination and Management- Team Meetings, Invoicing, Progress Reports/Updates, Task Coordination and Scheduling							
Section 4(f) Use Documentation	1	1				2	\$325.55
OWJ Coordination	2	10				12	\$1,644.78
Final Documents for Project File and CE	1	10				11	\$1,443.44
Additional text in CE document	1	2				2	\$248.42
	4					5	\$698.18
TOTAL	5	27				32	
Average Rate	\$201.34	\$124.21					
TOTAL LABOR COST	\$1,006.70	\$3,353.67					\$4,360.37
Newspaper Publication (NA)							
							\$0.00
TOTAL FEE							\$4,360.37
PROPOSED LUMP SUM FEE							\$4,400.00

5.10 Historical/Architectural Investigation - Full Section

106



Project: Carmel 3rd Ave. RAB
Client: Crossroad Engineering
Des. No.: NA (funding source pending)
Contract No.: NA

BY: HD
Date: 24-Apr-26

DESCRIPTION	STAFF HOURS BY CLASSIFICATION					Total Hours	Total Fee/Task
	Cultural Resources Director	Archaeologist	Project Manager / QP	Cultural Resources Associate	GIS Specialist		
Designer/Environmental Staff Coordination for Project Information throughout project life cycle	6		18		2	26	\$3,375.92
Project Management Tasks	4		10		3	17	\$2,211.76
Attend PFC meeting	4		4			8	\$1,047.04
Prepare Early Coordination Letter (ECL), Consulting Party List, GIS shapefiles, Topographic Map and email template - coordinate with client for Purpose & Need							
QA/QC for ECL documentation	2		2	8	2	10	\$1,005.16
ECL revisions per INDOT CRO				2		6	\$709.30
Distribution of ECL to consulting parties				4		4	\$371.56
Site Investigation (Including Preparation- Maps, etc.)				3		3	\$278.67
Photo Documentation & Map exhibits (with GIS shapefiles)			6	6		12	\$1,329.00
Historic research and write-up for Historic Context (includes site visit to repository)			15	3		18	\$2,207.82
Preparation of Historic Property Report (HPR), NRHP eligibility for multiple properties, preparing contributing properties table; Report Distribution Letter (RDL), consulting party correspondence; and email template			14			14	\$1,800.54
QA/QC for HPR documentation	8		50	4		54	\$6,802.06
HPR Revisions per INDOT CRO			6		2	16	\$2,098.90
Distribution of HPR to identified Consulting Parties (CPs)			6			6	\$771.66
Prepare 800. 11 Documentation, Legal Notice, RDL and email template			3			3	\$385.83
QA/QC for 800.11 documentation	8		24			24	\$3,086.64
800. 11 Documentation Revisions per INDOT CRO, FHWA			6			14	\$1,836.86
Distribution of 800. 11 Documentation to CPs			4			4	\$514.44
Publish Legal Notice for 800. 11 Documentation				3		3	\$278.67
Compile Section 106 documents for CE document				2		2	\$185.78
				2		2	\$185.78

TOTAL		32	0	168	37	9	246	\$	30,483.39
Average Rate		\$133.15	\$130.53	\$128.61	\$92.89	\$131.02			
TOTAL LABOR COST		\$4,260.80	\$0.00	\$21,606.48	\$3,436.93	\$1,179.18			\$30,483.39
DIRECT EXPENSES									
Mileage		2	Trips x	16	Mi/Trip x	\$0.41	per Mi		\$13.12
Lodging		0	Persons x	0	Days x	\$110.00	per Day		\$0.00
Per Diem		0	Persons x	0	Days x	\$41.00	per Day		\$0.00
Legal Notice		0	Copies x	\$0.00	per Copy				\$0.00
Printing & Postage		0							\$0.00
TOTAL DIRECT EXPENSES									\$13.12
TOTAL FEE									\$30,496.51
PROPOSED LUMP SUM FEE									\$30,500.00

5.15- Red Flag Investigation



Project: Carmel 3rd Ave Roundabout, Trail, & Reconstruction

BY: ECM
4.24.2026; rev
6.11.2026

Client: Crossroad Engineers
Des. No.: NA (funding source pending)
Contract No.: NA

Date:

DESCRIPTION	STAFF HOURS BY CLASSIFICATION						Total Hours	Total Fee/Task
	Env. Scientist/Ecologist	GIS Specialist						
Red Flag Investigation Documentation & Support Mapping	1	36					37	\$5,236.57
Internal QA/QC	3	3					6	\$798.66
Submissions & Revisions		4					4	\$568.04
TOTAL	4	43					47	
Average Rate	\$124.21	\$142.01						
TOTAL LABOR COST	\$496.84	\$6,106.43						\$6,603.27
TOTAL FEE								\$6,603.27
PROPOSED LUMP SUM FEE								\$6,700.00

5.19 Public Involvement



Project: Carmel 3rd Ave Roundabout, Trail, & Reconstruction

BY: ECM

4.24.2026; rev

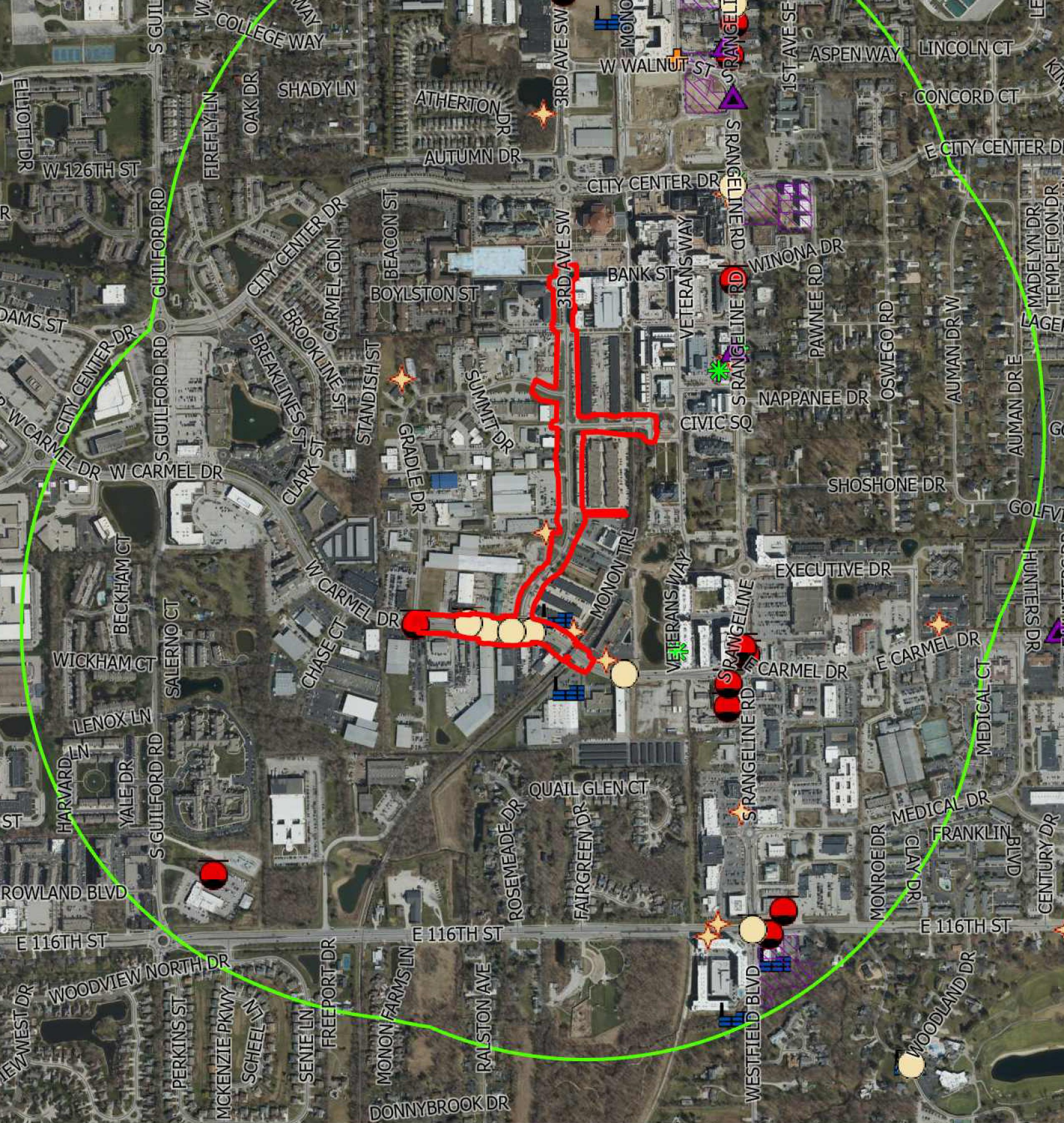
Date: 6.11.2026

Client: Crossroad Engineers

Des. No.: NA (funding source pending)

Contract No.: NA

DESCRIPTION	STAFF HOURS BY CLASSIFICATION			Total Hours	Total Fee/Task
	Principal of Environmental Planning	Env. Scientist/Ecologist			
PUBLIC INVOLVEMENT					
Client and Designer Coordination- Public Draft CE Location, Outreach	1	6		7	\$946.60
Draft CE for Public Display- Printing, Coordination, Shipping		6		6	\$745.26
Public Involvement Documents- Public Notice, Mailing, Media	1	16		17	\$2,188.70
Comment Coordination and Summary	2	20		22	\$2,886.88
Public Involvement Certification- Coordination, Submissions		6		6	\$745.26
Public Involvement Documentation- Additional CE Text and Appendices	1	8		9	\$1,195.02
PUBLIC INVOLVEMENT TOTALS	5	62		67	\$8,707.72
TOTAL	5	62		67	\$8,707.72
Average Rate	\$201.34	\$124.21			
TOTAL LABOR COST	\$1,006.70	\$7,701.02			\$8,707.72
DIRECT EXPENSES					
Public Display CE Printing and Shipping					\$100.00
Legal Notice Printing & Mailing to Adjacent/Affected Property Owners					\$100.00
Newspaper Publication (2x per INDOT Policy)					\$250.00
					\$0.00
TOTAL DIRECT EXPENSES					\$450.00
TOTAL FEE					\$9,157.72
PROPOSED LUMP SUM FEE					\$9,200.00



Downfield
 RCRA Corrective Action Sites
 Confined Feeding Operation
 Notice Of Contamination
 Construction/Demolition Site
 Infectious/Medical Waste Site

-  RCRA Generator/TSD
-  Restricted Waste Site
-  Septage Waste Site
-  Solid Waste Landfill
-  State Cleanup Site
-  Superfund

-  Institutional
-  County Boundary
-  Project Area
-  Half Mile Radius
-  Toll

AquaTerra Consulting, Inc.

151 North Home Avenue
Franklin, IN 46131
(317) 502-7897
randy@aquaterracons.net



Estimate

ADDRESS
CrossRoad Engineers, PC
115 N 17th Av
Beech Grove, IN 46107

ESTIMATE 1141
DATE 04/17/2026

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Wetland Delineation	1	3,200.00	3,200.00
	Identify any wetland areas or other "waters of the United States" present at the approx. 15 acre project site located at 3rd Avenue in Carmel according to US Army Corps of Engineers procedures in the "1987 Wetland Delineation Manual- Midwest Regional Supplements". Flag and GPS map any identified wetlands and/or other "waters of the US". Provide report detailing procedures, findings, conclusions, jurisdictional recommendation, and any permit considerations.			

City of Carmel
3rd Avenue Reconstruction

TOTAL \$3,200.00

Accepted By

Accepted Date

 CITY OF CARMEL, INDIANA ONE CIVIC SQUARE CARMEL, INDIANA 46032-2584	INDIANA RETAIL TAX EXEMPT CERTIFICATE NO. 003120155 002 0	Page 1 of 1
	FEDERAL EXCISE TAX EXEMPT 35-6000972	PURCHASE ORDER NUMBER 120073
	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
9/8/2026			068025	New Professional Services Agreement 01/22/25 - ASA15

CROSSROAD ENGINEERS, PC <i>VENDOR</i> 115 N 17TH AVE BEECH GROVE, IN 46107 -	<i>SHIP TO</i> City Engineering's Office 1 Civic Square Carmel, IN 46032- Laurie Slick
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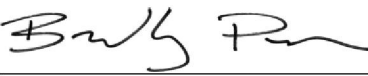
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
112370				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
<i>Department: 2200 Fund: 0 2024 Bond</i>				
<i>Account: 44-628.71</i>				
1 Each		ASA 15 - 24-ENG-21 - 3rd Ave Reconstruction - Survey	\$935,850.00	\$935,850.00
			Sub Total	\$935,850.00

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

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
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SHIPPING INSTRUCTIONS *SHIP PREPAID. *C.O.D. SHIPMENT CANNOT BE ACCEPTED. *PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING *THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, AC AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THER	PAYMENT * 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	\$935,850.00  Zac Jackson CFO
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AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is hereby made and entered into by and between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety (hereinafter "City"), and Naturspire, LLC (hereinafter "Professional").

RECITALS

WHEREAS City owns and is responsible for the operation and maintenance of its property, personnel, public works and infrastructure; and

WHEREAS, from time to time, City needs professional assistance in fulfilling its foregoing responsibilities; and

WHEREAS, Professional is experienced in providing and desires to provide to City the professional services ("Services") referenced herein; and

WHEREAS, City desires to engage Professional as an independent contractor for the purpose of providing to City the Services referenced herein;

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and conditions set forth herein, City and Professional mutually agree as follows:

SECTION 1 INCORPORATION OF RECITALS

The foregoing Recitals are hereby incorporated into this Agreement and made a part hereof.

SECTION 2 SCOPE OF SERVICES

- 2.1 City desires to engage Professional as an independent contractor for the Services set forth in attached Exhibit A, incorporated herein by this reference.
- 2.2 Professional understands and agrees that City may, from time to time, request Professional to provide additional or modified Services to City. When City desires additional Services from Professional, the City shall notify Professional of such additional Services desired, as well as the time frame in which same are to be provided. Only after City has approved Professional's time and cost estimate for the provision of such additional Services, has encumbered sufficient monies to pay for same, and has authorized Professional, in writing, to provide such additional Services, shall such Services be provided by Professional to City. A copy of the City's authorization documents for the purchase of additional Services shall be numbered and attached hereto in the order in which they are approved by City.
- 2.3 Time is of the essence of this Agreement.

SECTION 3 CITY'S RESPONSIBILITIES

- 3.1 City shall provide such information as is reasonably necessary for Professional to understand the Services requested.
- 3.2 City shall provide all data required for provision of Services. Professional may assume that all data so provided is correct and complete.
- 3.3 City shall arrange for Professional to enter upon public and private property as reasonably required for Professional to perform the Services.
- 3.4 City shall designate payment of the Services from City budget appropriation number 2200 211 43-509.00 CUM Cap Development fund.
- 3.5 City shall designate the Mayor or their duly authorized representative to act on City's behalf on all matters regarding the Services.

SECTION 4 PROFESSIONAL'S RESPONSIBILITIES

- 4.1 Professional shall perform the Services pursuant to the terms of this Agreement and within any applicable time and cost estimate.
- 4.2 Professional shall coordinate with City its performance of the Services.
- 4.3 Professional shall provide the Services by following and applying at all times reasonable and lawful standards as accepted in the industry.

SECTION 5 COMPENSATION

- 5.1 Professional estimates that the total price for the Services to be provided to City hereunder shall be no more than Two Hundred Seven Thousand Four Hundred Two Dollars and Sixteen Cents (\$207,402.16) (the "Estimate"). Professional shall submit an invoice to City no more than once every thirty (30) days for Services provided City during the time period encompassed by such invoice. Invoices shall be submitted on a form containing the same information as that contained on the Professional Services Invoice attached hereto as Exhibit B, incorporated herein by this reference. City shall pay Professional for all undisputed Services rendered and stated on such invoice within thirty five (35) days from the date of City's receipt of same.
- 5.2 Professional agrees not to provide any Services to City that would cause the total cost of same to exceed the Estimate, without City's prior written consent.

SECTION 6 TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Section 7.1

hereinbelow, this Agreement shall be in effect from the Effective Date through the satisfactory completion of services as described in this Agreement.

SECTION 7 MISCELLANEOUS

7.1 Termination

- 7.1.1 The obligation to provide all or any portion of the Services under this Agreement may be terminated by City or Professional, without cause, upon thirty (30) days' notice.
- 7.1.2 The obligation to provide all or any portion of the Services under this Agreement may be terminated by City, for cause, immediately upon Professional's receipt of City's "Notice to Cease Services."
- 7.1.3 In the event of full or partial Agreement termination, and as full and complete compensation hereunder, Professional shall be paid for all such Services rendered and expenses incurred as of the date of termination that are not in dispute, except that such payment amount shall not exceed the Estimate. Disputed compensation amounts shall be resolved as allowed by law.

7.2 Binding Effect

City and Professional, and their respective officers, officials, agents, partners and successors in interest are bound to the other as to all Agreement terms, conditions and obligations.

7.3 No Third Party Beneficiaries

Nothing contained herein shall be construed to give rights or benefits to anyone other than the parties hereto.

7.4 Relationship

The relationship of the parties hereto shall be as provided for in this Agreement, and neither Professional nor any of its agents, employees or contractors are City employees. Professional shall have the sole responsibility to pay to or for its agents, employees and contractors all statutory, contractual and other benefits and/or obligations as they become due. Professional hereby warrants and indemnifies City for and from any and all costs, fees, expenses and/or damages incurred by City as a result of any claim for wages, benefits or otherwise by any agent, employee or contractor of Professional regarding or related to the subject matter of this Agreement. This indemnification obligation shall survive the termination of this Agreement.

7.5 Insurance

- 7.5.1 Professional shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and City from the claims set forth below which may arise

out of or result from Professional's operations under this Agreement, whether such operations be by Professional or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

- 1) Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;
- 2) Claims for damages because of bodily injury and personal injury, including death, and;
- 3) Claims for damages to property.

Professional's insurance shall be not less than the amounts shown below:

A. Commercial General Liability (Occurrence Basis)	
Bodily Injury, personal injury, property damage, Contractual liability, product/completed operations	
Each Occurrence Limit	\$1,000,000.00
Damage to Rented Premises	\$100,000.00 (each occurrence)
Medical Expense Limit	\$5,000.00
Personal and Advertising Injury Limit	\$500,000.00
General Aggregate Limit	\$2,000,000.00 (Other than Products Completed Operations)
NOTE: GENERAL AGGREGATE TO APPLY PER PROJECT	
Products/Completed Operations	\$1,000,000.00
B. Auto Liability	
(combined single limit) (owned, hired & non-owned)	\$1,000,000.00
Bodily injury & property damage	\$1,000,000.00 each accident
C. Excess/Umbrella Liability	\$2,000,000 (each occurrence and aggregate)
D. Worker's Compensation & Disability	Statutory

E. Employer's Liability:

Bodily Injury by Accident/Disease: employee	\$100,000 each
Bodily Injury by Accident/Disease: accident	\$250,000 each
Bodily Injury by Accident/Disease: limit	\$500,000 policy

- F. Professional Liability Insurance. The Professional shall carry and maintain during the continuance of this Agreement, professional liability insurance in the amount of \$2,000,000 for single limit claims and \$3,000,000 in the aggregate. The Professional's policy of insurance shall contain prior acts coverage sufficient to cover all Services performed by the Professional for this Project. Upon City's request, Professional shall give prompt written notice to City of any and all claims made against this policy during the period in which this policy is required to be maintained pursuant to this Agreement. If the insurance is written on a claims-made basis and coverage is cancelled at any time, the Professional will obtain, at its cost, an extended reporting endorsement which provides continuing coverage for claims based upon alleged acts or omissions during the term of the Agreement until all applicable statute of limitation periods have expired.

7.5.2 Professional shall provide the City with a certificate of insurance, naming the City as an "additional insured," showing such coverage then in force (but not less than the amount shown above) shall be filed with City prior to commencement of any work. These certificates shall contain a provision that the policies and the coverage afforded will not be canceled until at least thirty (30) days after written notice has been given to City.

7.5.3 Professional may, with the prior approval of the City, substitute different types of coverage for those specified if the total amount of required protection is not reduced. Professional shall be responsible for all deductibles.

7.5.4 Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of Professional to the above enumerated amounts.

7.6 Liens

Professional shall not cause or permit the filing of any lien on any of City's property. In the event such a lien is filed and Professional fails to remove it within ten (10) days after the date of filing, City shall have the right to pay or bond over such lien at Professional's sole cost and expense.

7.7 Default

In the event Professional: (a) repudiates, breaches or defaults under any of the terms or conditions of this Agreement, including Professional's warranties; (b) fails to perform the Services as specified;

(c) fails to make progress so as to endanger timely and proper completion of the Services and does not correct such failure or breach within five (5) business days after receipt of notice from City specifying same; or (d) becomes insolvent, files, or has filed against it, a petition for receivership, makes a general assignment for the benefit of creditors or dissolves, each such event constituting an event of default hereunder, City shall have the right to terminate all or any part of this Agreement, without liability to Professional and to exercise any other rights or remedies available to it at law or in equity.

7.8 Government Compliance

Professional agrees to comply with all laws, executive orders, rules and regulations applicable to Professional's performance of its obligations under this Agreement, all relevant provisions of which being hereby incorporated herein by this reference, to keep all of Professionals' required professional licenses and certifications valid and current, and to indemnify and hold harmless City from any and all losses, damages, costs, liabilities, damages, costs and attorney fees resulting from any failure by Professional to do so. This indemnification obligation shall survive the termination of this Agreement.

7.9 Indemnification

Professional shall indemnify and hold harmless City and its officers, officials, employees and agents from all losses, liabilities, claims, judgments and liens, including, but not limited to, all damages, costs, expenses and attorney fees arising out of any intentional or negligent act or omission of Professional and/or any of its employees, agents or contractors in the performance of this Agreement. This indemnification obligation shall survive the termination of this Agreement.

7.10 Discrimination Prohibition

Professional represents and warrants that it and each of its employees, agents and contractors shall comply with all existing and future laws prohibiting discrimination against any employee, applicant for employment and/or other person in the subcontracting of work and/or in the performance of any Services contemplated by this Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, subcontracting or work performance hereunder because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status or Vietnam era veteran status. This indemnification obligation shall survive the termination of this Agreement.

7.11 E-Verify

Pursuant to I.C. § 22-5-1.7 et seq., Professional shall enroll in and verify the work eligibility status of all of its newly-hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement. Professional is further required to execute the attached Affidavit, herein referred to as Exhibit C, which is an Affidavit affirming that: (i) Professional is enrolled and is participating in the E-Verify program, and (ii) Professional does not knowingly employ any unauthorized aliens. This Addendum incorporates by reference, and in its entirety, attached Exhibit C. In support of the Affidavit, Professional shall provide the City with documentation that it has

enrolled and is participating in the E-Verify program. This Agreement shall not take effect until said Affidavit is signed by Professional and delivered to the City's authorized representative.

Should Professional subcontract for the performance of any work under this Addendum, the Professional shall require any subcontractor(s) to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) the subcontractor has enrolled and is participating in the E-Verify program. Professional shall maintain a copy of such certification for the duration of the term of any subcontract. Professional shall also deliver a copy of the certification to the City within seven (7) days of the effective date of the subcontract.

If Professional, or any subcontractor of Professional, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the Professional or subcontractor subsequently learns is an unauthorized alien, Professional shall terminate the employment of or contract with the unauthorized alien within thirty (30) days ("Cure Period"). Should the Professional or any subcontractor of Professional fail to cure within the Cure Period, the City has the right to terminate this Agreement without consequence.

The E-Verify requirements of this Agreement will not apply, should the E-Verify program cease to exist.

7.12 Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that provision shall be stricken, and all other provisions of this Agreement that can operate independently of same shall continue in full force and effect.

7.13 Notice

Any notice, invoice, order or other correspondence required or allowed to be sent pursuant to this Agreement shall be written and either hand-delivered or sent by prepaid U.S. certified mail, return receipt requested, addressed to the parties as follows:

CITY:

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

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

PROFESSIONAL:

Naturspire, LLC
421 S Rangeline Rd
Carmel, Indiana 46032

Notwithstanding the above, City may orally provide to Professional any notice required or permitted by this Agreement, provided that such notice shall also then be sent as required by this paragraph

within ten (10) business days from the date of such oral notice.

7.14 Effective Date

The effective date ("Effective Date") of this Agreement shall be the date on which the last of the parties hereto executes same.

7.15 Governing Law; Lawsuits

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

7.16 Waiver

Any delay or inaction on the part of either party in exercising or pursuing its rights and/or remedies hereunder or under law shall not operate to waive any such rights and/or remedies nor in any way affect the rights of such party to require such performance at any time thereafter.

7.17 Non-Assignment

Professional shall not assign or pledge this Agreement nor delegate its obligations hereunder without City's prior written consent.

7.18 Entire Agreement

This Agreement contains the entire agreement of and between the parties hereto with respect to the subject matter hereof, and no prior agreement, understanding or representation pertaining to such subject matter, written or oral, shall be effective for any purpose. No provision of this Agreement may be amended, added to or subtracted from except by an agreement in writing signed by both parties hereto and/or their respective successors in interest. To the extent any provision contained in this Agreement conflicts with any provision contained in any exhibit attached hereto, the provision contained in this Agreement shall prevail.

7.19 Representation and Warranties

Each party hereto represents and warrants that it is authorized to enter into this Agreement and that any person or entity executing this Agreement on behalf of such party has the authority to bind such party or the party which they represent, as the case may be.

7.20 Headings

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

7.21 Advice of Counsel

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

7.22 Copyright

City acknowledges that various materials which may be used and/or generated by Professional in performance of Services, including forms, job description formats, comprehensive position questionnaire, compensation and classification plan and reports are copyrighted. City agrees that all ownership rights and copyrights thereto lie with Professional, and City will use them solely for and on behalf of its own operations. City agrees that it will take appropriate action with its employees to satisfy its obligations with respect to use, copying, protection and security of Professional's property.

7.23 Personnel

Professional represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with City. All of the services required hereunder will be performed by Professional or under his supervision and all personnel engaged in the work shall be fully qualified to perform such services.

7.24 Records and Inspections

Professional shall maintain full and accurate records with respect to all matters covered under this agreement for three (3) years after the expiration or early termination of this Agreement. City shall have free access at all proper times to such records and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, proceedings and activities.

7.25 Accomplishment of Project

Professional shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing the project, Professional shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on within City's organization.

7.26 Debarment And Suspension

7.26.1 The Professional certifies by entering into this Agreement that neither it nor its principals nor

any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Professional.

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

7.27 Access to Public Records Act

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

7.28 Iran Certification

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

7.29 Suspension of Services

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

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

7.30 Data Transfer Upon Termination

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

7.31 Limitation on Use of Customer Data and Content

Professional shall not use, disclose, sell, license, rent, or otherwise exploit Customer Data and Content for any commercial purposes, nor for any purpose beyond the scope of providing the services set forth in the Agreements between the Parties. All use of Customer Data and Content by

Professional must comply with all applicable federal, state, and local laws, rules, and regulations.

7.32 Marketing

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

7.33 Data and Information Protection

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

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

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

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

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

B. Standard of Care.

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

- e. Encrypting Highly Sensitive Personal Information stored on any media;
- f. Encrypting Highly Sensitive Personal Information transmitted over public or wireless networks;
- g. Strictly segregating Personal Information from information of Professional or its other customers so that Personal Information is not commingled with any other types of information;
- h. Conducting risk assessments, penetration testing, and vulnerability scans and promptly implementing, at Professional's sole cost and expense, a corrective action plan to correct any issues that are reported as a result of the testing;
- i. Implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and
- j. Providing appropriate privacy and information security training to Authorized Persons.

C. Security Breach.

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

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

D. Cyber Liability Insurance. Professional shall maintain cyber liability insurance coverage of not less than \$1,000,000 each claim and annual aggregate providing coverage for damages and claims expenses, including notification expenses, arising from (1) breach of network security, (2) alteration, corruption, destruction or deletion of information stored or processed on a computer system, (3) invasion of privacy, including identity theft and unauthorized transmission or publication of personal information, (4) unauthorized access and use of computer systems, including hackers, (5) the transmission of malicious code, and (6) website content, including claims of libel, slander, trade libel, defamation, infringement of copyright, trademark and trade dress and invasion of privacy.

Naturspire, LLC
Engineering Department - 2026
Appropriation #2200 211 43-509.00 CUM Cap Development Fund; P.O.#120004
Contract Not To Exceed \$207,402.16

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

Naturspire, LLC

BY:

Stephanie Carlson

Authorized Signature

Printed Name: Stephanie Carlson

Title: Founder/Owner/CEO

FID/TIN: 88-3587787

Date: 8/29/2026



Exhibit A

**CARMEL RANGELINE ROAD ON-STREET
IMPROVEMENTS
SOUTH RANGELINE ROAD
CARMEL, INDIANA 46032**

Sales: Stephanie Carlson

South Rangeline Road | Exterior Landscaping | 2026
South Rangeline Road Carmel, Indiana 46032

Est ID: EST6435031 Rain Gardens
Date: Jul-14-2026

Email: jthomas@carmel.in.gov
Phone: 3175712314

Rain Garden Basin No. 13 - 426 SF	\$3,044.47
Rain Garden Basin #14 - 193 SF	\$1,791.48
Rain Garden Basin #17 - 140 SF	\$1,109.32
Rain Garden Basin #18-1 193 SF	\$1,208.15
Rain Garden Basin #18-2 339 SF	\$2,360.85
Rain Garden Basin # 20-1 131 SF	\$918.12
Rain Garden Basin # 20-2 445 SF	\$1,475.36
Rain Garden Basin # 21 571 SF	\$4,871.39
Rain Garden Basin #29-1 308 SF	\$2,586.37
Rain Garden Basin #29-3 201SF	\$1,636.78
Equipment & Labor & Design	\$161,596.67

Mulch, River Rock, Boulders, Supplies & Tools

\$19,803.20

Freight & Delivery

\$5,000.00

Subtotal		\$207,402.16
Taxes		\$0.00
Estimate Total		\$207,402.16

Contract Payment Summary

PO #

Contract #

Contractor:

Stephanie Carlson

Client:

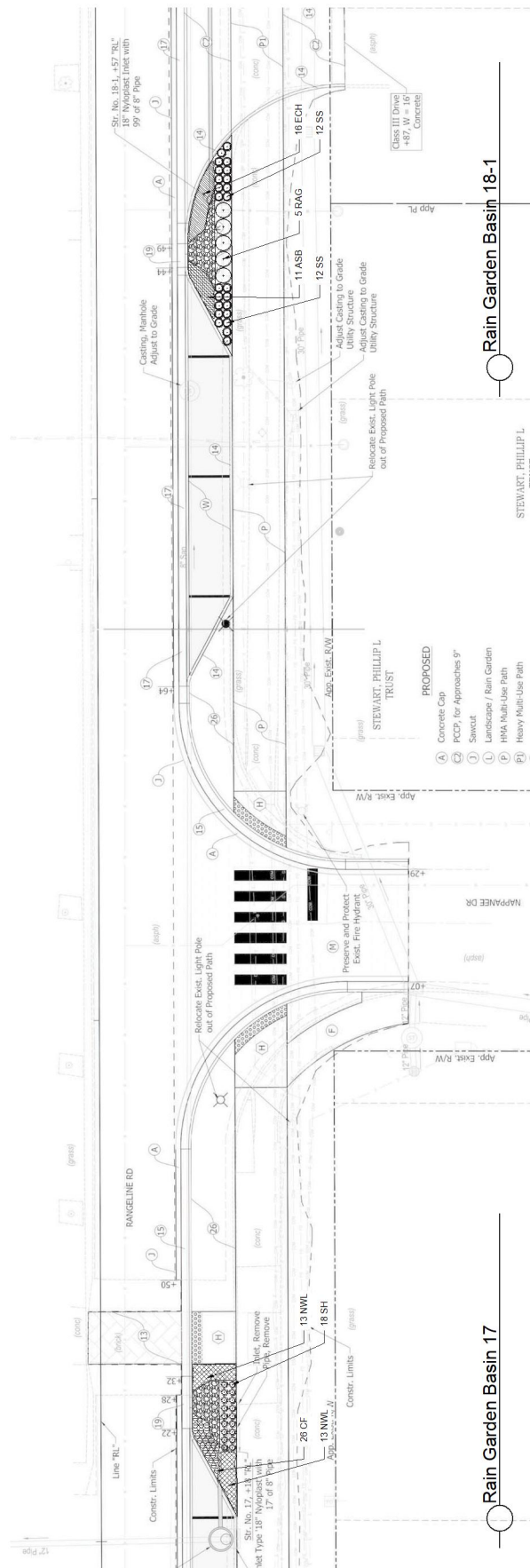
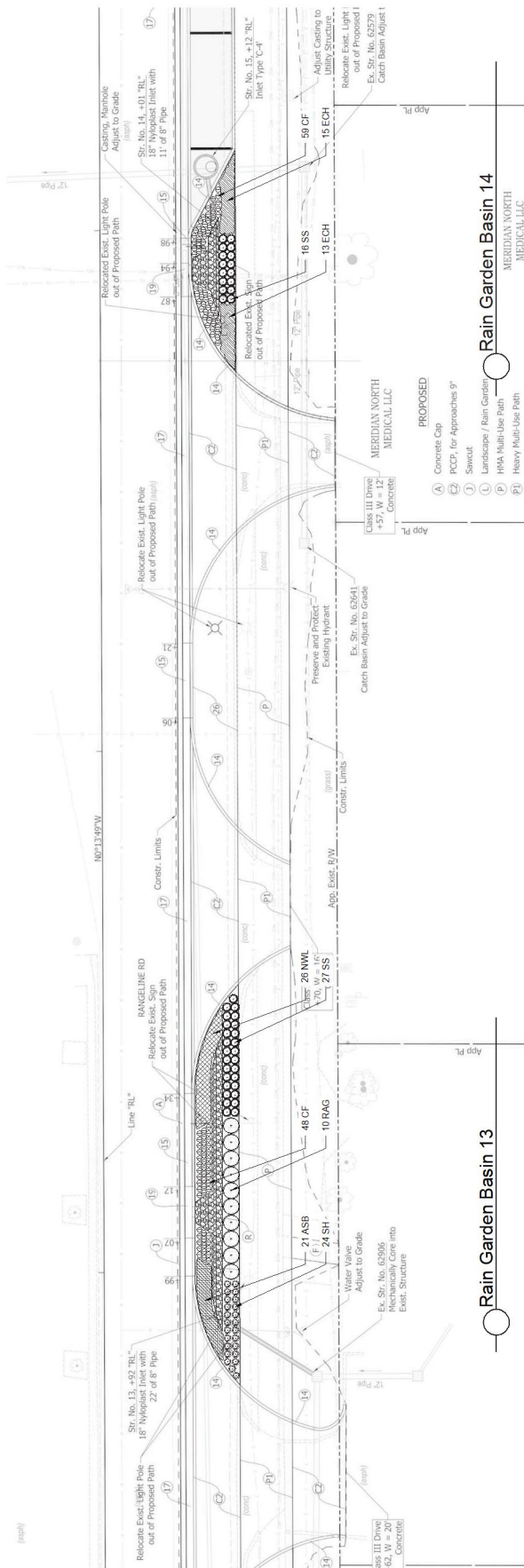
Signature Date:

07/27/2026

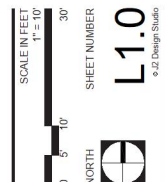
Signature Date:

Email:

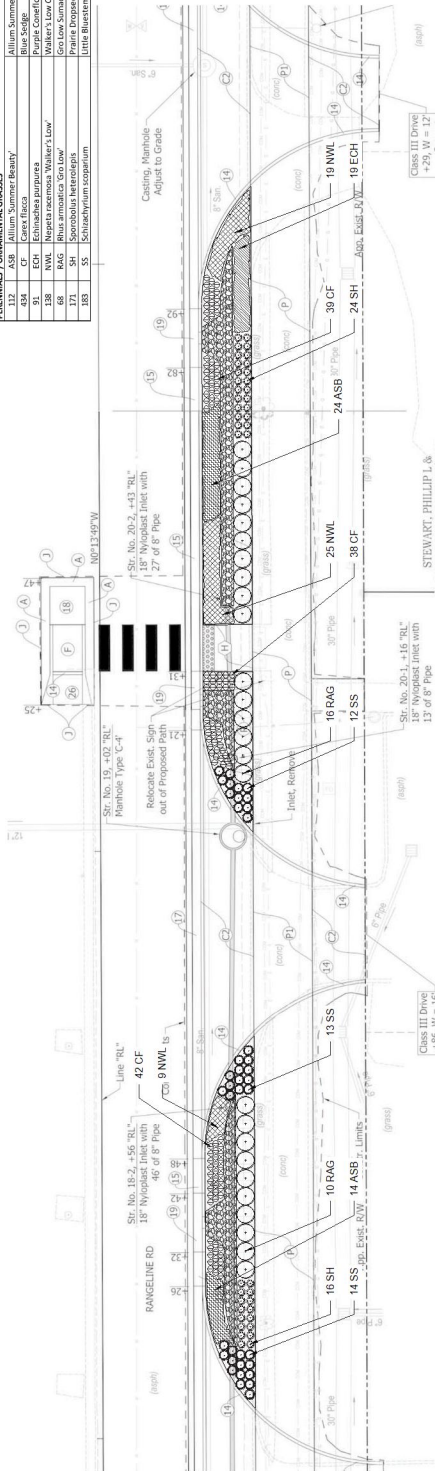
steph@naturspire.com

[illegible]

SHEET TITLE
Landscape Plan



CITY	KEY	INSTANTIAL NAME	COMMON NAME	SIZE	COMMENTS
PERENNIALS - COMMERCIAL GRASSES					
112	ASB	Allium "Summer Beauty"	Allium Summer Beauty	1 gal	Plant 18" on center
414	CF	Carex flacca	Carex flacca	1 qt	Plant 12" on center
415	CF	Carex flacca	Carex flacca	1 qt	Plant 12" on center
138	WVS	Wolffia speciosa "Walker's Low"	Walker's Low Carpet	1 gal	Plant 18" on center
68	RAC	Rhus aromatica "Golf Low"	Golf Low Sarsaparilla	3 gal	Plant 36" on center
103	SS	Schizanthus lycopodium	Little Bluetrees	1 gal	Plant 18" on center



STEWART, PHILLIP I. &

Multi-Use Path

WAMSLEY VAUGHN A TRUSTEE

(p1) Heavy Multi-

ISSUED
July 10, 2026
REVISIONS

[illegible]

CHECKED BY JS	DRAWN BY JS
------------------	----------------

SHEET TITLE



NORTH

SHEET NUMBER



L1.1

EXHIBIT B Invoice

Date:

Name of Company:

Address & Zip:

Telephone No.:

Fax No.:

Project Name: _____

Invoice No. _____

Purchase Order No: _____

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

Signature

Printed Name

EXHIBIT C

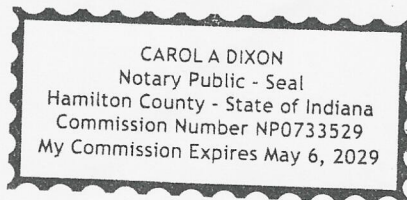
AFFIDAVIT

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

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

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 8 day of September, 2026.



Carol A Dixon
Printed: Carol A Dixon

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

Stephanie Carlson Miller
Printed: Stephanie Carlson Miller

**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

120004THIS 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
8/26/2026			379272	South Range Line Road - Exterior Landscaping
NATURSPIRE		City Engineering's Office		
VENDOR 421 S RANGELINE RD		SHIP TO 1 Civic Square		
CARMEL, IN 46032 -		Carmel, IN 46032- Laurie Slick		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
112141				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 211 CUM Cap Development

Account: 43-509.00

1 Each	South Range Line Road - Exterior Landscaping	\$207,402.16	\$207,402.16
	Sub Total		\$207,402.16

Send Invoice To:

City Engineering's Office**Laurie Slick****1 Civic Square****Carmel, IN 46032-****PLEASE INVOICE IN DUPLICATE**

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

SHIPPING INSTRUCTIONS

*SHIP PREPAID.

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

*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING

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

ORDERED BY

TITLE

PAYMENT**\$207,402.16*** A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE
A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.Bradley Pease
DirectorZac Jackson
CFO

CONTROL NO. 120004

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

APPROVED
By Sergey Grechukhin at 8:51 am, Sep 10, 2026

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES (“Agreement”) entered into by and between the City of Carmel and Environmental Systems Research Institute, Inc., (the “Vendor”), as City Contract dated August 17, 2023 shall amend the terms of the Agreement by deleting and replacing the Scope of Work (Exhibit “A”) with the attached Exhibit “A,” which will supersede and apply beginning August 28, 2026. The Products will be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit “A”.

Paragraph 3.1 is deleted and replaced with the following, which will supersede and apply beginning August 28, 2026:

3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than Two Hundred Fifty Three Thousand Two Hundred Dollars (\$253,200.00) payable annually in the amount set forth in the Exhibit A (the “Estimate”). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within thirty-five (35) days after the date of City’s receipt of Vendor’s invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.

Paragraph 18 TERM is deleted and replaced with the following, which will supersede and apply beginning August 28, 2026:

Unless otherwise terminated in accordance with the termination provisions set forth in Paragraph 19 hereinabove, this Agreement shall be in effect from the Effective Date through August 27, 2029.

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: _____

Environmental Systems Research Institute, Inc.

By:

Martino Lazzaroni

Martino Lazzaroni (Sep 9, 2026 11:41:22 CDT)

Authorized Signature

Martino Lazzaroni

Printed Name

Manager, Commercial and Government Contracts

Title

FID/TIN: _____

Date: Sep 9, 2026



Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.

Quote is valid from: 5/29/2026 To: 8/27/2026

Quotation # Q-573885

Date: July 2, 2026

Customer # 293058 Contract # 00027666.13

City of Carmel
 GIS Dept
 10701 N College Ave Ste A
 Carmel, IN 46280-1082

ATTENTION: Kevin Cusimano
 PHONE: 317-571-2567
 EMAIL: kcusimano@camel.in.gov

Material	Qty	Term	Unit Price	Total
193207	1	Year 1	\$65,100.00	\$65,100.00
Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription				
193207	1	Year 2	\$77,200.00	\$77,200.00
Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription				
193207	1	Year 3	\$90,300.00	\$90,300.00
Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription				
165630	1		\$20,600.00	\$20,600.00
ArcGIS Velocity Standard US Region Annual Subscription				

Subtotal: \$253,200.00

Sales Tax: \$0.00

Estimated Shipping and Handling (2 Day Delivery): \$0.00

Contract Price Adjust: \$0.00

Total: \$253,200.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Mitchell Winiecki

Email:

mwiniecki@esri.com

Phone:

6514540600 x8301

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 5/29/2026 To: 8/27/2026*

Quotation # Q-573885

Date: July 2, 2026

Customer # 293058 Contract # 00027666.13

City of Carmel
GIS Dept
10701 N College Ave Ste A
Carmel, IN 46280-1082

ATTENTION: Kevin Cusimano
PHONE: 317-571-2567
EMAIL: kcusimano@camel.in.gov

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Mitchell Winiecki

Email:

mwiniecki@esri.com

Phone:

6514540600 x8301

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-4)

This Agreement is by and between the organization identified in the Quotation (“**Customer**”) and **Environmental Systems Research Institute, Inc. (“Esri”)**.

This Agreement sets forth the terms for Customer’s use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	ArcGIS Enterprise Additional Capability Servers ArcGIS Image Server ArcGIS Online User Types ArcGIS Online Viewer User Type ArcGIS Enterprise User Types ArcGIS Enterprise Viewer User Type
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Capped Quantities (annual subscription)

ArcGIS Online User Types		ArcGIS Enterprise User Types	
ArcGIS Online Contributor User Type	50	ArcGIS Enterprise Contributor User Type	50
ArcGIS Online Mobile Worker User Type	200	ArcGIS Enterprise Mobile Worker User Type	200
ArcGIS Online Creator User Type	200	ArcGIS Enterprise Creator User Type	200
ArcGIS Online Professional User Type	50	ArcGIS Enterprise Professional User Type	50
ArcGIS Online Professional Plus User Type	50	ArcGIS Enterprise Professional Plus User Type	50
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	50 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	50 each
ArcGIS Online Apps and Other		ArcGIS Enterprise Apps and Other	
ArcGIS Location Sharing for ArcGIS Online	50	ArcGIS Location Sharing for ArcGIS Enterprise	50
ArcGIS Online Service Credits	125,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	50

Other Benefits

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement (“**Ordering Document**”). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER’S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri’s receipt of an Ordering Document, unless otherwise agreed to by the parties (“**Effective Date**”).

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

“Case” means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

“Deploy”, “Deployed” and “Deployment” mean to redistribute and install the Products and related Authorization Codes within Customer’s organization(s).

“Fee” means the fee set forth in the Quotation.

“Maintenance” means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

“Master Agreement” means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

“Product(s)” means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

“Quotation” means the offer letter and quotation provided separately to Customer.

“Technical Support” means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

“Tier 1 Help Desk” means Customer’s point of contact(s) to provide all Tier 1 Support within Customer’s organization(s).

“Tier 1 Support” means the Technical Support provided by the Tier 1 Help Desk.

“Tier 2 Support” means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer’s consultants or contractors to use the Products exclusively for Customer’s benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer’s benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

EXHIBIT B Invoice

Date:

Name of Company:

Address & Zip:

Telephone No.:

Fax No.:

Project Name: _____

Invoice No. _____

Purchase Order No: _____

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

Signature

Printed Name

EXHIBIT C

INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

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

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

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

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

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

Umbrella/Excess Liability

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

EXHIBIT D

AFFIDAVIT

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

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

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the _____ day of _____, 20____.

Printed: _____

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

Printed: _____

 CITY OF CARMEL, INDIANA ONE CIVIC SQUARE CARMEL, INDIANA 46032-2584	INDIANA RETAIL TAX EXEMPT CERTIFICATE NO. 003120155 002 0		Page 1 of 1 PURCHASE ORDER NUMBER 119967	
	FEDERAL EXCISE TAX EXEMPT 35-6000972		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
8/13/2026			355625	Enterprise Agreement Renewal

ESRI INC	ICS Department
PO BOX 741076	SHIP TO
	10701 N. College Ave., Ste. A
	Carmel, IN 46280-
LOS ANGELES, CA 90074--1076	Kevin Cusimano (317) 571-2576

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
111937				

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

Department: 1115 Fund: 101 General Fund Account: 43-515.02 1 Each ESRI renewal				
			\$32,550.00	\$32,550.00
			Sub Total	\$32,550.00

Send Invoice To:

ICS Department

Kevin Cusimano

10701 N. College Ave., Ste. A

Carmel, IN 46280-

(317) 571-2576

Quote #Q-573885

PLEASE INVOICE IN DUPLICATE

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

SHIPPING INSTRUCTIONS *SHIP PREPAID. *C.O.D. SHIPMENT CANNOT BE ACCEPTED. *PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING *THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, AC AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THER	ORDERED BY  Kevin Cusimano Director	PAYMENT * A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.	\$32,550.00
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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 S03169
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
8/13/2026			355625	

VENDOR ESRI Carmel Wastewater Treatment
po box 741076 SHIP 9609 Hazel Dell Parkway
Los Angeles CA 90074-1076 TO Indianapolis, IN 46280

CONFIRMATION	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
1.00	Each	annual agreement subscription	32,550.00	32,550.00

PLEASE INVOICE IN DUPLICATE Credit 0.00

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

PAYMENT 32,550.00

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 AFFADAVIT ATTACHED.
- * I HEREBY CERTIFY THAT THERE IS AN OBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY _____
TITLE _____
CLERK-TREASURER _____

DOCUMENT CONTROL NO. S03169

**ADDITIONAL SERVICES AMENDMENT TO
EXECUTIVE ASSURANCE AGREEMENT**

APPROVED
By Sergey Greshchukhin at 8:52 am, Sep 10, 2026

THIS AMENDMENT TO THE EXECUTIVE ASSURANCE AGREEMENT ("Agreement") entered into by and between the City of Carmel and Gibson Teldata, Inc., (the "Vendor"), as City Contract dated September 5, 2018 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: _____

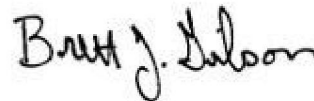
ATTEST:

Jacob Quinn, Clerk

Date: _____

Gibson Teldata, Inc.

By:



Authorized Signature

Brett J. Gibson

Printed Name

Gibson Teldata, Inc./President

Title

FID/TIN: 35-1846778

Date: 9/9/2026

Exhibit A



EXISTING CUSTOMER ORDER

Customer Name:	City of Carmel	Date:	
Address:	One Civic Square	Customer#:	
Address 2:		Telco Install Date:	
City, State, Zip	Carmel, IN 46032	Cust P.O.#:	
Sales Executive:	Bill Daugherty PE	Requested Date:	

Scope of Work

Provide one new Mitel SMB Controller for Communications Center (aka Emergency Operations Center) to replace existing CXii Controller. New SMBC includes 30 user licenses, 30 SIP Trunk Licenses and an MBG. Also included is 3 years of SWA so all SWA terminates on 9/30/2029. An additional virtual MBG is also included. Gibson Teldata will install and program new controller. Remove 3 physical controllers (2 MXell and one CXii) and recycle. Modify programming to support the reduction in physical controllers. Also, connect Mitel Platform to Mitel's CloudLink and train Customer on CloudLink Capabilities and how to utilize it. This implementation effort will be performed as requested by customer and billed on an actual time basis. It is initially estimated to be about 24 hours. 8 hours are shown below as only a starting point, as the actual time is unknown. In addition, customer's current support Agreement will be extended 3 years until 9/30/2029.

Quantity	Part Number	Description	Unit Price	Ext Price
1	SWA	Core and User Licensing	\$44,233.62	\$44,233.62
0	SWA	Water Distribution - Physical Controller	\$361.34	\$0.00
0	SWA	Brookshire Golf Course - Physical Controller	\$361.34	\$0.00
1	SWA	Tower	\$361.34	\$361.34
0	SWA	City Hall - Physical Controller	\$361.34	\$0.00
1	SWA	Water Plant #1	\$361.34	\$361.34
0	SWA	Communications Center - Physical Controller	\$361.34	\$0.00
1	50008381	SMB Controller 8/38G - inc. 6 FXS Ports	\$1,055.25	\$1,055.25
1	51005172	PWR CRD C7 2.5A 125V-NA PLUG NON POLRIZD	\$7.80	\$7.80
1	20350236	SMBC rack mount kit	\$24.96	\$24.96
2	20351208	System Module 2 DSPX	\$298.15	\$596.30
1	50008255	SMBC Trunk Card 4FXO	\$241.20	\$241.20
2	50006919	Cable 8xRJ45-2 pins - 25ft	\$26.46	\$52.92
1	54011858	MiVB on SMB Controller	\$242.54	\$242.54
1	54012135	Dynamic Extension 30-pack for MiVB SMB	\$347.06	\$347.06
1	54005339	MiVoice Border Gateway Virtual	\$155.40	\$155.40
1	SWA	New Communications Center Controller and vMBG	\$332.92	\$332.92
8	GPS-I	Gibson Professional Services	\$120.00	\$960.00
3	Support	Annual Support For System(s) per current agreement	\$26,960.00	\$80,880.00

Materials	\$48,012.65
Services	\$81,840.00
Sourcewell Shipping	\$35.00
Tax	EXEMPT
TOTAL	\$129,887.65

Ship Via: Technician
 Drop Ship?: Address: 31 1st Ave NW
 Carmel, IN 46032

The Terms and conditions of the original Purchase Agreement apply to this order.

Customer Approval: _____ Date: _____



CITY OF CARMEL, INDIANA

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

119988

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
8/19/2026			366241	Mitel Phone Syste Maintenance (3 Year)
GIBSON TELDATA INC VENDOR PO BOX 3000		ICS Department SHIP TO 10701 N. College Ave., Ste. A Carmel, IN 46280- Kevin Cusimano (317) 571-2576		
TERRE HAUTE, IN 47803 -				
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
112045				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1115 Fund: 101 General Fund

Account: 43-515.02

1 Each	Annual Support For System(s) Per Current Agreement	\$81,840.00	\$81,840.00
1 Each	Materials	\$48,012.65	\$48,012.65
1 Each	shipping	\$35.00	\$35.00
Sub Total			\$129,887.65

Send Invoice To:

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

Current support agreement will be extended 3 years until 9/30/29.

PLEASE INVOICE IN DUPLICATE

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

SHIPPING INSTRUCTIONS

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

ORDERED BY

TITLE

PAYMENT

\$129,887.65

* 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.

Kevin Cusimano
Director

Zac Jackson
CFO

CONTROL NO. 119988

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

APPROVED
By Sergey Grechukhin at 2:17 pm, Aug 26, 2026

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and Insight Public Sector, Inc., (the "Vendor"), as City Contract dated October 7, 2020 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

Insight Public Sector, Inc.

By:

By: *Lisanne Steinheiser*

Laura Campbell, Presiding Officer

Authorized Signature

Date: _____

Lisanne Steinheiser

Printed Name

James Barlow, Member

Global Compliance Officer

Title

Date: _____

Alan Potasnik, Member

FID/TIN: **36-3949000**

Date: _____

ATTEST:

Date: **8/24/2026**

Jacob Quinn, Clerk

Date: _____

Exhibit A

Account name: 10765987

CITY OF CARMEL IN
ACCOUNTS PAYABLE
1 CIVIC SQAURE
CARMEL IN 46032

SHIP-TO

ICS
MORGAN RINEHART
10701 N COLLEGE AVE STE A
CARMEL IN 46280-1082

Quotation

Quotation Number : [0229608248](#)
Document Date : 09-JUL-2026
PO Number : MORGAN - ARUBA
PO Release :
Sales Rep : Melanie Fogt
Email : MELANIE.FOGT@INSIGHT.COM
Phone : +19374159457
Sales Rep 2 : Mark Steven Montañez
Email : MARKSTEVEN.MONTANEZ@INSIGHT.COM
Phone : +632132834410

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

Material	Material Description	Quantity	Unit Price	Extended Price
S0U54A	HPE Aruba Networking CX 5420 - network device fan tray - 6-slot OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 555.99 Discount: 45.916%	1	300.70	300.70
S0U64A	HPE Aruba Networking CX 5420 20p 10M/100M/1G Class4 PoE 2p SFP28 1G/10G/25G Module - switch - 20 ports - managed - plug-in module OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 7609.99 Discount: 50.121%	11	3,795.80	41,753.80
S0U63A	HPE Aruba Networking CX 5420 20p 10M/100M/1G Class4 PoE 4p SFP+ 1G/10G LRM Module - switch - 20 ports - managed - plug-in module OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 6292.99 Discount: 49.780%	7	3,160.37	22,122.59
S0U62A	HPE Aruba Networking CX 5420 24p 10M/100M/1G Class4 PoE Module - switch - 24 ports - managed - plug-in module OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 5388.99 Discount: 47.044%	4	2,853.80	11,415.20
S0U68A	HPE Aruba Networking CX 5420 8p SFP+ 1G/10G LRM Module - switch - 8 ports - managed - plug-in module OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03)	3	3,795.80	11,387.40

Material	Material Description	Quantity	Unit Price	Extended Price
	List Price: 7557.99 Discount: 49.778%			
S0U53A#ABA	HPE Aruba - power supply - 1600 Watt OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 1806.99 Discount: 45.259%	15	989.16	14,837.40
S0U59A	HPE Aruba Networking CX 5420 - switch - 6-slot - managed - rack-mountable OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 7448.99 Discount: 47.043%	7	3,944.78	27,613.46
JL725B#ABA	HPE Aruba 6200F 24G Class4 PoE 4SFP+ 370W Switch - switch - 28 ports - managed - rack-mountable OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 5248.99 Discount: 47.047%	2	2,779.49	5,558.98
Product Subtotal				134,989.53
TAX				0.00
Total				134,989.53

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Melanie Fogt
+19374159457
MELANIE.FOGT@INSIGHT.COM

Mark Steven Montañez
+632132834410
MARKSTEVEN.MONTANEZ@INSIGHT.COM

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you are purchasing under an Insight Public Sector, Inc. contract vehicle, in which case, that agreement will govern.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms

("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

<https://www.insight.com/terms-and-policies>



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

119940

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
8/4/2026			372300	Aruba Networking Equipment
INSIGHT PUBLIC SECTOR, INC.		ICS Department		
VENDOR PO BOX 731072		SHIP TO 10701 N. College Ave., Suite A		
DALLAS, TX 75373--1072		Carmel, IN 46280-		
		Kevin Cusimano		(317) 571-2576
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
110190				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1115 Fund: 0 Capital Lease Fund

Account: 44-631.00

15 Each	HPE ARUBA - POWER SUPPLY - 1600 WATT	\$989.16	\$14,837.40
2 Each	HPE ARUBA 6200F 24G CLASS4 POE 4SFP+ 370W	\$2,779.49	\$5,558.98
7 Each	HPE ARUBA NETWORKING CX 5420 - SWITCH - 6-SLOT-MANAGED-RACK-MOUNTABLE	\$3,944.78	\$27,613.46
11 Each	HPE ARUBA NETWORKING CX 5420 20P 10M/100M/1G	\$3,795.80	\$41,753.80
7 Each	HPE ARUBA NETWORKING CX 5420 20P 10M/100M/1G	\$3,160.37	\$22,122.59
4 Each	HPE Aruba Networking CX 5420 24p 10M/100M/1G	\$2,853.80	\$11,415.20
1 Each	HPE ARUBA NETWORKING CX 5420 6-SLOT CHASSIS	\$300.70	\$300.70
3 Each	HPE ARUBA NETWORKING CX 5420 8P SFP+ 1G/10G	\$3,795.80	\$11,387.40
Sub Total			\$134,989.53

Send Invoice To:

ICS Department

Kevin Cusimano

10701 N. College Ave., Suite A

Carmel, IN 46280-

(317) 571-2576

Quote #229608248 Omnia Partners #23-6692-03

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

ORDERED BY

PAYMENT

\$134,989.53

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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.

Kevin Cusimano
Director

Zac Jackson
CFO

TITLE

CONTROL NO. 119940



SPECIAL EVENT / FACILITY USE REQUEST

Request submission date: 08/24/2026

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

City Hall Parking Lot

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

2. EVENT DETAILS

Event Purpose &

Description: *

Provide a brief description of event

Freewheelin Community Bikes Spring Bike Collection - Bicycle donation event cohosted by the City (Bike Carmel) and Freewheelin Community Bikes. This is a drive-up, drop-off event where community members donate new and used bicycles to Freewheelin Community Bikes, an Indianapolis-based nonprofit serving at-risk youth. Donated bikes support their "Build-A-Bike" program. Approximately 10 volunteers assist with unloading bikes from vehicles and loading them onto a box truck for transport to the organization's warehouse. Attendance is minimal, typically no more than 11-15 people at a time, and the event occupies a small footprint in the City Hall parking lot.

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

☒ Yes ☐ No

Event Date Start *

4/10/2027

Event Date End *

4/10/2027

Rain Date *

4/17/2027

If multiple dates, please list

Set-Up time: *

10:00:00 AM

Tear Down (End) time: *

2:00:00 PM

Event Start time: *

11:00:00 AM

Event End time: *

2:00:00 PM

Rehearsal

☒ No ☐ Yes

Number of People Expected: *

50

Fees?

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

☐ Yes ☒ No

2. STREET(S) REQUESTED:

Neighborhood N/A
Name/Streets to be closed Include addresses as appropriate

Upload Map An easy to read, color map of the area is required with submission.
Freewheeling Bike Collab_Layout.png 1.63MB

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 Use of west side of City Hall parking lot

4. CITY SERVICES NEEDED: Mark all that apply

City Services Needed

☐ Cones/Barricades (signed agreement required)

☐ Detour/Traffic Redirection Signs (signed agreement required)

☐ Emergency Medical Services (EMS) (Extra fees may apply)

☐ Extra Patrol During Event (when available)

☐ Traffic Control (Extra fees may apply)

☐ On-site Security (Assigned off-duty CPD officers, extra fees will apply)

☐ No Parking Signs (Pick up at Carmel Police Department)

☐ Trash Trailer (\$150 fee may be applied for use)

☒ N/A

☐ Other

5. EVENT SET UP:

☐ Stage

Size of Stage

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

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

☐ Bounce House

☐ N/A

☐ Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

6. VENDORS:

Vendors

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

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

LaNisha Clark

Email *

lanisha@freewheelinbikes.org

Phone Number: ***Cell Number:****Name/Organization:** Freewheelin' Community Bikes**Address**

Street Address



Address Line 2

City

Indianapolis

Postal / Zip Code

46205

State / Province / Region

IN

Country

Organization Type: *

Non-Profit Organization

Residency

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

- ☐ Yes
- ☒ No

SECURITY DEPOSIT AND FEE:

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

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

DISCLAIMER:

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

Acknowledgement and Agreement

Mayor's Office

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

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

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

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

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

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

LaNisha Clark - Freewheelin' Community Bikes

Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

LaNisha Clark, Executive Director

Printed Name and Title (If applicable)

*



Phone Number (Required)



Address of Organization/Applicant

8/26/2026

Date

Submit

City of Carmel Use Only

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____





SPECIAL EVENT / FACILITY USE REQUEST

Request submission date: 08/21/2026

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

June 20, 2027

International Yoga day Celebration on June 20, 2017

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

☒ Yes ☐ No

Event Date Start *

6/20/2027

Event Date End *

6/20/2027

Rain Date *

6/27/2027

If multiple dates, please list

Set-Up time: *

7:00:00 AM

Tear Down (End) time: *

12:00:00 PM

Event Start time: *

8:00:00 AM

Event End time: *

11:00:00 AM

Rehearsal

☒ No ☐ Yes

Number of People Expected: *

150

Fees?

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

☐ Yes ☒ No

2. STREET(S) REQUESTED:

Neighborhood

~~10740 English Oaks Dr.~~ City Hall Lawn

Name/Streets to be closed

Include addresses as appropriate

Upload Map

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

Type of Closure:

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

Explain lane restrictions needed and other needed below:

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

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

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

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

5. EVENT SET UP:

- ☐ Stage

Size of Stage

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

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

3177304086

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* Rakesh Kumar

Email*

Phone Number:*

Cell Number:

Name/Organization: International Hindi Association

Address

Street Address

Address Line 2

City

Carmel

Postal / Zip Code

46032

State / Province / Region

IN

Country

United States

Organization Type:* Non-Profit Organization

Residency

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

☒ Yes

☐ No

SECURITY DEPOSIT AND FEE:



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

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DISCLAIMER:



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Acknowledgement and Agreement

Mayor's Office

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

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

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

International Hindi Association
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Rakesh Kumar
Printed Name and Title (If applicable)

*



Phone Number (Required)



Address of Organization/Applicant

8/21/2026
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: 08/23/2026

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

Small wedding (~30-45 guests); chairs and decor on the green for a ceremony

3:30pm-5:30pm

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

☐ Yes ☒ No

Event Date Start *

8/1/2027

Event Date End *

8/1/2027

Rain Date *

8/1/2027

If multiple dates, please list

If rain will move ceremony to indoor venue

Set-Up time: *

2:00:00 PM

Tear Down (End) time: *

5:30:00 PM

Event Start time: *

3:00:00 PM

Event End time: *

5:00:00 PM

Rehearsal

☒ No ☐ Yes

Number of People Expected: *

40

Fees?

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

☐ Yes ☒ No

2. STREET(S) REQUESTED:

Neighborhood

N/A

Name/Streets to be closed

Include addresses as appropriate

Upload Map

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

Type of Closure:

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

Explain lane restrictions needed and other needed below:

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

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

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

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

5. EVENT SET UP:

- ☐ Stage

Size of Stage

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

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

- ☐ Bounce House
☒ N/A
☐ Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

6. VENDORS:**Vendors**

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

Vendors Present * Approximately how many vendors will be present?
2: Chairs/decor,
wedding coordinator

7. CONTACT INFORMATION:

Contact Person * Megan Sheppard

Email *

Phone Number: *

Cell Number:

Name/Organization:

Address

Street Address

Address Line 2

State / Province / Region

IN

Postal / Zip Code

Country

46032

United States

Organization Type: * Individual

Residency

Is the requestor a citizen of the City of Carmel?

☒ Yes

☐ No

SECURITY DEPOSIT AND FEE:

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

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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.

Megan Sheppard
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Megan Sheppard
Printed Name and Title (If applicable)

*

[Redacted Address]

Address of Organization/Applicant

8/23/2026
Date

Submit

City of Carmel Use Only

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____

CARTER GREEN SPECIAL EVENT / FACILITY USE REQUEST FORM

Request submission date: 08/18/2026

Department Review:

MAC: yes

ENG: yes

CPD: yes

CFD: yes

STREETS: 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

Hello! As a Carmel resident, I am submitting this permit request on behalf of my daughter, Zoe Nash, and her fiancé, Ryan Price. Below are the details they wanted me to include:

"We are getting married at The Palladium on 8/21/27, which we booked in December 2025. We have been coordinating with Ramona Adams at The Palladium. Monica Richard (our wedding planner) recommended we do our ceremony on the East Patio that evening, after the farmers market. Monica and Ramona have been coordinating this with Beth Hoskins and Carol Dixon. Carol mentioned we could submit our permit early back in December 2025, but this was corrected by Beth who said we could only submit 1 year out. Beth said we could submit on 8/18/26 so that we could get placed in the cycle for the 9/2/26 BPW meeting. We are hoping our request is prioritized at this meeting! Thank you in advance for your consideration.

More details about our wedding day:
6:30pm Ceremony (ideally at the East Patio)
7:30-8:30pm Cocktail Hour at The Palladium
8:30-Midnight Reception at The Palladium

For the ceremony, we are expecting approximately 200 people. Ace Party Rentals would set up chairs on the East Patio after the farmers market. We already have all of our vendors booked for catering, entertainment, etc. This permit is the final step in the planning process and would complete the vision of our perfect day.

We cannot express how grateful we would be to have our ceremony at the East Patio. It is truly a beautiful space and is the perfect location for us to have the wedding of our dreams. As an Indianapolis native, I have always admired this wonderful highlight of the community.

We have submitted the deposit through the online payment portal. Thank you again for your consideration, we are very grateful."

Attach additional pages if needed-SEE BELOW

Event Date Start*

8/21/2027

Event Date End*

8/21/2027

Rain Date*

8/21/2027

If multiple dates,
please list

Set-Up time * 3:00:00 PM

Tear Down End time * 8:00:00 PM

Event Start time: * 6:00:00 PM

Event End time: * 7:00:00 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 Include addresses as appropriate

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

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

Explain lane restrictions needed and other needed below:

Further Info for type of closure

4. SPECIAL REQUESTS:

Mark all that apply

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

5. CITY SERVICES NEEDED:



Mark all that apply

**CITY SERVICES
NEEDED:**

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

EVENT SET UP:

Mark all that apply

☐ **Stage**

Size of Stage

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

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

☐ **Bounce House**

☐ **N/A**

☒ **Other**

Ace Party Rentals

Name of Merchants(s) doing the setup

3178728368

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 Katherine DeRozier

Email

Phone Number:

Cell Number:

Name/Organization:

Address

Street Address

Address Line 2

City

Carmel

State / Province / Region

IN

Postal / Zip Code

46032

Country

US

Organization Type: * Individual**Residency**

Is the requestor a citizen of the City of Carmel?

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

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

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

Katherine DeRozier
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Katherine DeRozier
Printed Name and Title (If applicable)

*

(Required)

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____

Carmel, IN

46032

Address of Organization/Applicant

8/18/2026

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:

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

Our purpose is to connect students to community opportunities. Our booths will be intended to inform students and connect them to various organizations.

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

☐ Yes ☒ No

Event Date Start *

10/24/2026

Event Date End *

10/24/2026

Rain Date *

10/25/2026

If multiple dates, please list

Set-Up time: *

2:30:00 PM

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: *

200

Fees?

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

☐ Yes ☒ No

2. STREET(S) REQUESTED:

Neighborhood Name/Streets to be closed

Include addresses as appropriate

Upload Map

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

Type of Closure:

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

Explain lane restrictions needed and other needed below:

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

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

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

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

5. EVENT SET UP:☒ Stage

Size of Stage

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

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

- ☐ Bounce House
☒ N/A
☐ Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

6. VENDORS:**Vendors**

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

Vendors Present*

Approximately how many vendors will be present?

30

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

Rahul B. Dange

Email*

[REDACTED]

Phone Number:*

[REDACTED]

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

Street Address

[REDACTED]

Address Line 2

City

Carmel

Postal / Zip Code

46032

State / Province / Region

Indiana

Country

United States of America

Organization Type:*

Individual

Residency

Is the requestor a citizen of the City of Carmel?

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

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

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

Rahul Dange
Name of Organization/Applicant

*


Signature of Authorized Agent/Applicant

Rahul Dange
Printed Name and Title (If applicable)

*


Phone Number (Required)


Address of Organization/Applicant

8/3/2026
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

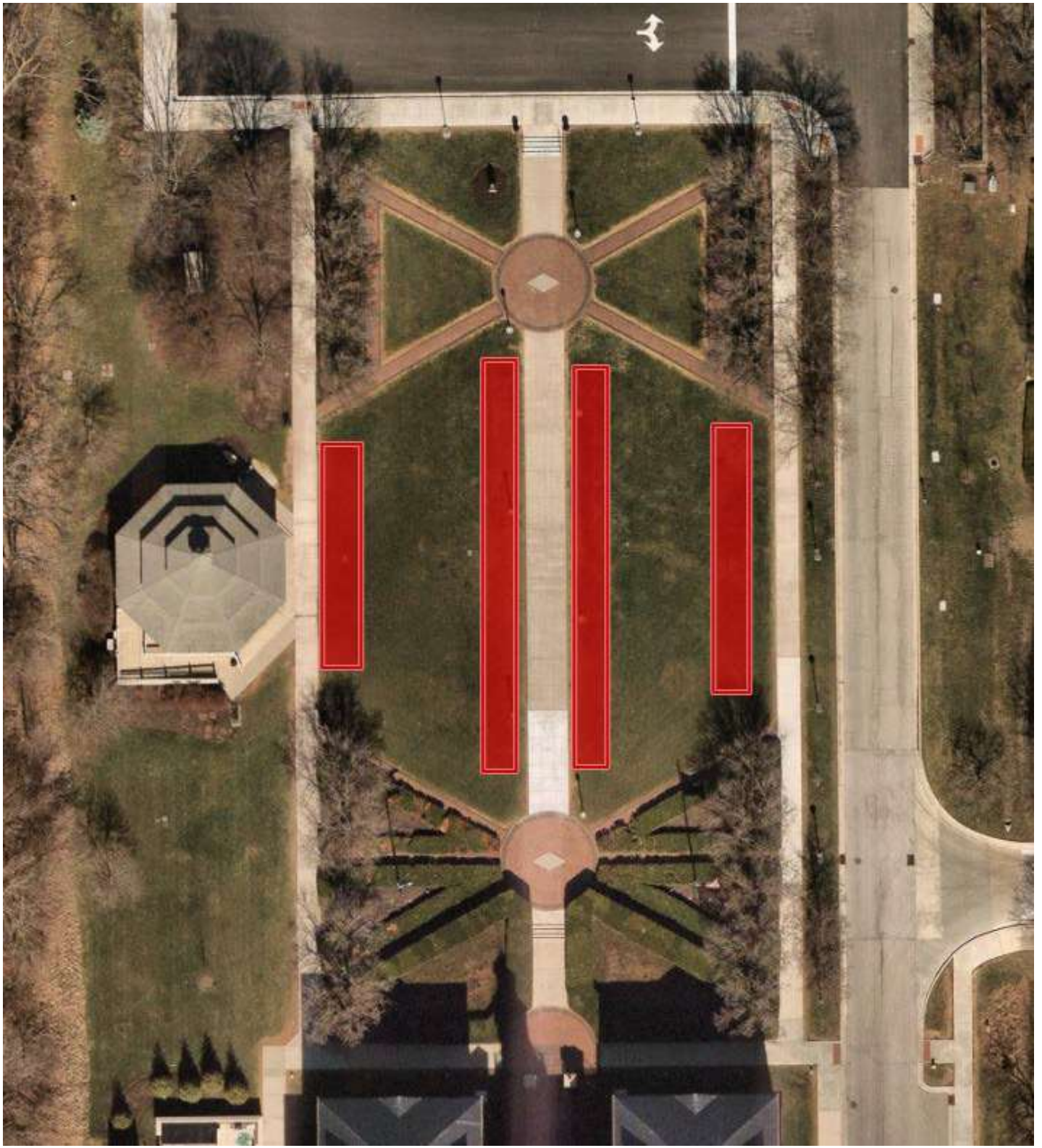
Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____





SPECIAL EVENT / FACILITY USE REQUEST

Request submission date: 08/24/2026

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

Alex Palou x Race Code

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

☐ Yes ☒ No

Event Date Start *

10/24/2026

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

Event Date End *

10/24/2026

Rain Date *

10/30/2026

If multiple dates, please list

Set-Up time: *

4:00:00 PM

Tear Down (End) time: *

10:00:00 PM

Event Start time: *

5:00:00 AM

Event End time: *

9:00:00 PM

Rehearsal

☒ No ☐ Yes

Number of People Expected: *

500

Fees?

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

☐ Yes ☒ No

2. STREET(S) REQUESTED:

Neighborhood

Veterans/Elm to Monon trail

Name/Streets to be closed

Include addresses as appropriate

Upload Map

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

Type of Closure:

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

Explain lane restrictions needed and other needed below:

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

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

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

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

5. EVENT SET UP:

- ☐ Stage

Size of Stage

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

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

- ☐ Bounce House
- ☐ N/A
- ☐ Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

6. VENDORS:

Vendors

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

Vendors Present*

Approximately how many vendors will be present?

Race Code
(merchandise trailer)

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

Tanner Balazs

Email*

[REDACTED]

Phone Number:*

[REDACTED]

Cell Number:

Name/Organization: Alex Palou

Address

Street Address

[REDACTED]

Address Line 2

City

Westfield

Postal / Zip Code

46074

State / Province / Region

IN

Country

United States

Organization Type:* Individual

Residency

Is the requestor a citizen of the City of Carmel?

- ☐ Yes
- ☒ No

SECURITY DEPOSIT AND FEE:

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

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

DISCLAIMER:

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

Acknowledgement and Agreement

Mayor's Office

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

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

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

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

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

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

Tanner Balazs
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Tanner Balazs
Printed Name and Title (If applicable)

*



Phone Number (Required)



Address of Organization/Applicant

8/26/2026
Date

Submit

City of Carmel Use Only

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

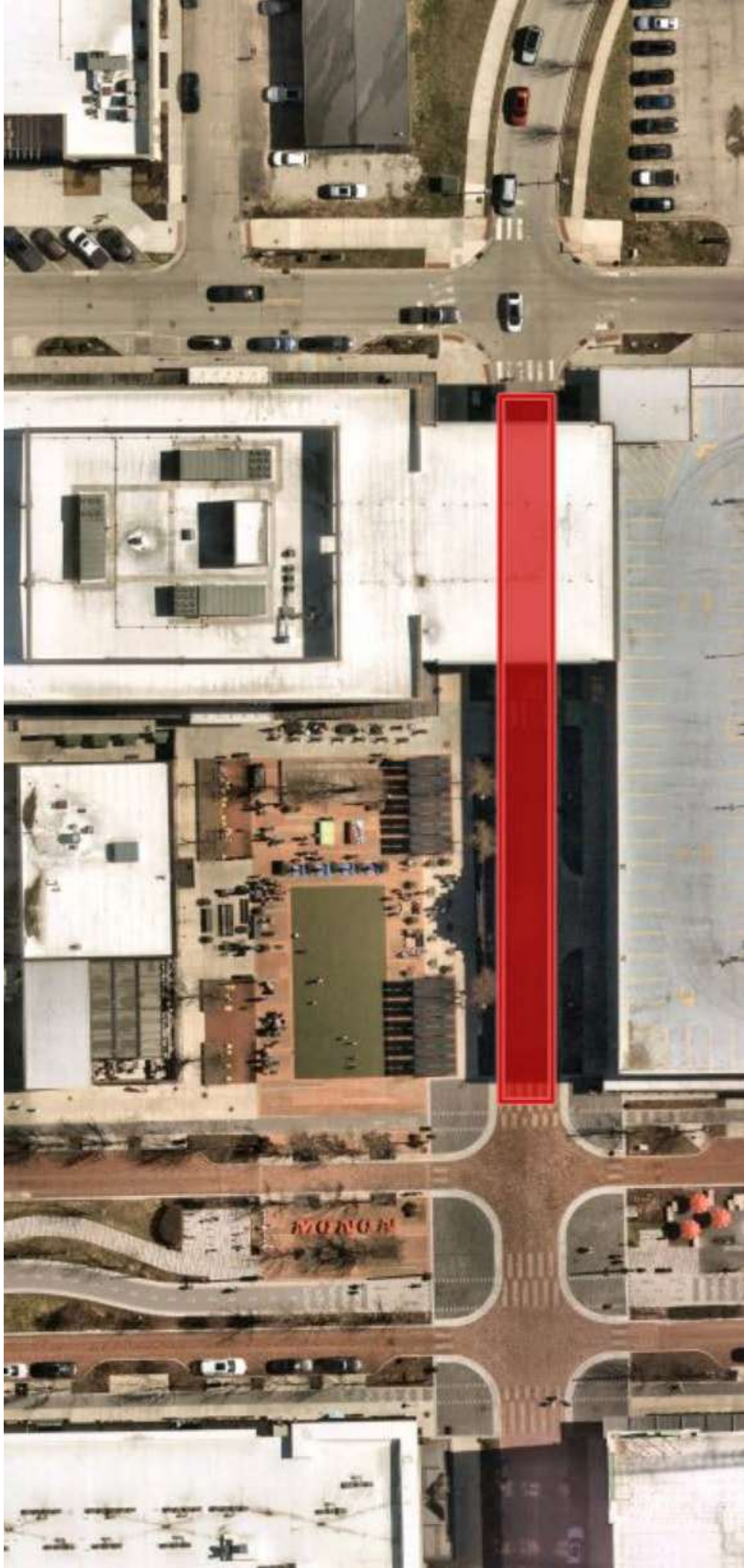
Date: _____

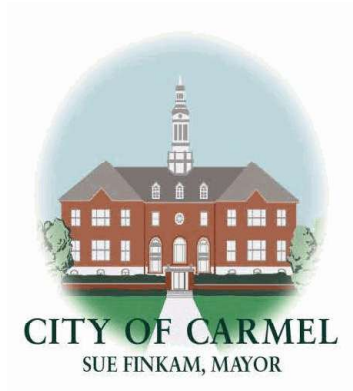
ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____





9/3/2026

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

Re: Consent to Encroach (deck) at 3599 Seminole Dr

Dear Board Members:

A Consent to Encroach document signed by Figueroa, Sally Pritsch Trustee Sally Pritsch Figueroa Lvg Trust, owner of the property with the common address 3599 Seminole Dr , is submitted to the Board for signatures. A variance for the encroachment is also submitted to the Board of Public Works for approval during the 09/16/2026 BPW meeting.

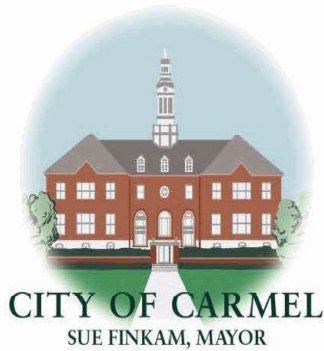
The Department of Engineering has reviewed and approved the encroachment document. Upon approval and signature by the Board Members the document will be recorded with the Hamilton County Recorder's Office.

Sincerely,

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

Bradley Pease, PE
City Engineer

ATTACHMENT: CONSENT TO ENCROACH DOCUMENT



9/3/2026

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

Re: Request for Variance (deck) at 3599 Seminole Dr

Dear Board Members:

Figuroa, Sally Pritsch Trustee Sally Pritsch Figuroa Lvg Trust, owner of the property with the common address 3599 Seminole Dr, have requested a variance from the Carmel City Code Section 6-227(a)(4) for the installation of a deck within a portion of the lot designated as an easement. Generally, the improvement is proposed to be installed at the location indicated on the attached exhibit.

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

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

Respectfully,

Bradley Pease, PE
City Engineer

CONSENT TO ENCROACH

APPROVED
By Sergey Grechukhin at 8:26 am, Sep 03, 2025

THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Figueroa, Sally Pritsch Trustee Sally Pritsch Figueroa Lvg Trust, 3599 Seminole Dr, Carmel, Hamilton County, Indiana 46032, (individually and collectively, "Owner"), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety

WITNESSETH:

WHEREAS, Owner owns in fee simple Lot 204 ("Lot") in SHELBORNE GREENE, section 5-A, which is located within the corporate limits of the City of Carmel, Indiana ("Subdivision"), which real estate is more particularly described in Exhibit A, attached hereto and incorporated herein by the reference; and

WHEREAS, the official plat of the Subdivision was recorded in PC 1 SLIDE 799, Instrument Number 1997031168 in the Office of the Hamilton County Recorder on 07/30/1997, as SHELBORNE GREENE, section 5-A (the "Plat"); and

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

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

WHEREAS, the Site Improvement will be constructed on portions of the Lot designated as 20-foot drainage easement , identified as "20' D.E." on Exhibit B (the "Easement"); and

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

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

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

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

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

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

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

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

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

"OWNER"

PROPERTY OWNER

Sally Pritsch Figueroa, Trustee
For the Sally Pritsch Figueroa
Living Trust

Printed Name

[Signature] trustee

Signature

Date: 8-22-26

PROPERTY OWNER

Printed Name

Signature

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

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

Witness my hand and Notarial Seal this 22 day of AUGUST, 2026.

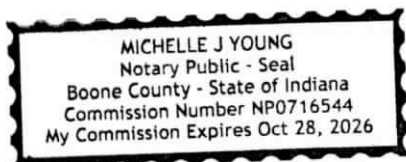
My Commission Expires:

10/28/2026

Michelle J Young
NOTARY PUBLIC

MICHELLE J. YOUNG
Printed Name

My County of Residence: BOONE



"CITY"

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

BY: _____
Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

Jacob Quinn, Clerk

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

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

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

My Commission Expires:

NOTARY PUBLIC

Printed Name

My County of Residence: _____

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

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

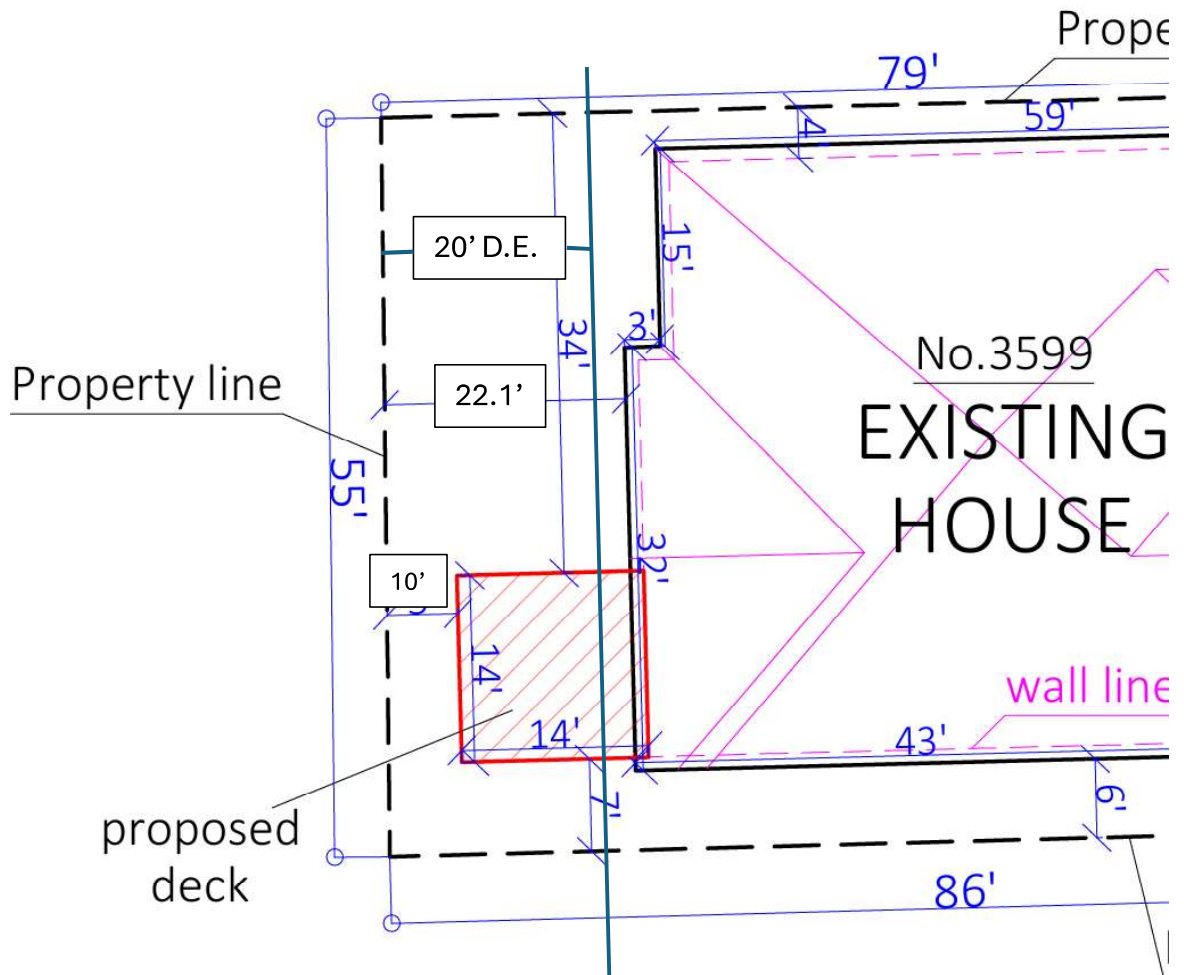
Exhibit A

LAND DESCRIPTION

Part of Section 8, Township 17 North, Range 3 East in Hamilton County, Indiana, being more particularly described as follows:

Commencing at a railroad spike, 3 inches down, over a stone with cut cross at the Southwest corner of the Northwest Quarter of said Section 8; thence on an assumed bearing of North 00 degrees 06 minutes 55 seconds West along the west line of said Northwest Quarter Section a distance of 1335.83 feet to the Northwest corner of said Northwest Quarter which lies 0.2 feet south and 0.1 west of a railroad spike; thence North 88 degrees 54 minutes 53 seconds East along the North line of said Northwest Quarter Section a distance of 1424.08 feet to the Point of Beginning (said point being the northeast corner of Shelborne Green Section 1, a subdivision in Hamilton County, Indiana, the plat of which is recorded as Instrument Number 9560989 in the Records Office thereof); thence continuing North 88 degrees 54 minutes 53 seconds East along said North line a distance of 1279.90 feet to the Northeast corner thereof which lies 0.4 feet north and 0.2 feet east of a 5/8 inch rebar and 1.2 feet east of a 1/2 inch rebar; thence South 00 degrees 10 minutes 13 seconds West along the east line of said Quarter Section a distance of 1436.68 feet; thence South 88 degrees 51 minutes 25 seconds West a distance of 16.33 feet; thence South 00 degrees 10 minutes 13 seconds West a distance of 181.77 feet; thence South 75 degrees 00 minutes 21 seconds East a distance of 17.77 feet; thence South 14 degrees 59 minutes 39 seconds West a distance of 20.00 feet; thence North 75 degrees 00 minutes 21 seconds West a distance of 493.85 feet; thence North 00 degrees 00 minutes 01 seconds West a distance of 749.88 feet; thence North 32 degrees 37 minutes 53 seconds West a distance of 135.71 feet; thence North 45 degrees 00 minutes 00 seconds West a distance of 756.18 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 75.00 feet; thence South 30 degrees 00 minutes 00 seconds West a distance of 181.51 feet; thence South 28 degrees 23 minutes 24 seconds East distance of 436.69 feet; thence South 10 degrees 29 minutes 13 seconds East a distance of 380.38 feet; thence North 89 degrees 35 minutes 05 seconds West a distance of 143.23 feet; thence North 26 degrees 27 minutes 40 seconds West a distance of 246.82 feet; thence North 09 degrees 09 minutes 59 seconds East a distance of 334.90 feet; thence North 28 degrees 23 minutes 24 seconds West a distance of 199.00 feet; thence North 06 degrees 24 minutes 49 seconds West a distance of 20.13 feet to the east line of said Shelborne Greene Section 1; thence North 00 degrees 00 minutes 00 seconds East along the east line of said Shelborne Greene Section 1 a distance of 259.50 feet to the Point of Beginning, containing 25.846 acres, more or less.

Exhibit B



CTE - 3599 SEMINOLE DRIVE - FIGUEROA

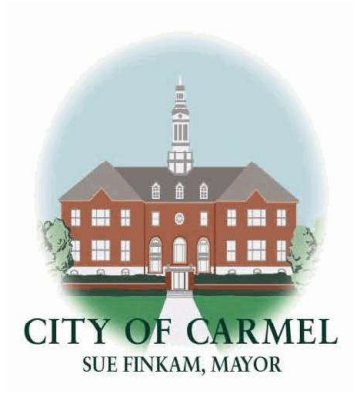
Final Audit Report

2026-09-04

Created:	2026-09-03
By:	Karla Holdcraft (kholdcraft@carmel.in.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmPaol0mPaGC7cUT9WhI1vx6EyNa4fkK9

"CTE - 3599 SEMINOLE DRIVE - FIGUEROA" History

-  Document created by Karla Holdcraft (kholdcraft@carmel.in.gov)
2026-09-03 - 1:03:07 PM GMT
-  Document emailed to Bradley Pease (bpease@carmel.in.gov) for signature
2026-09-03 - 1:03:43 PM GMT
-  Email viewed by Bradley Pease (bpease@carmel.in.gov)
2026-09-04 - 11:19:33 AM GMT
-  Document e-signed by Bradley Pease (bpease@carmel.in.gov)
Signature Date: 2026-09-04 - 11:19:45 AM GMT - Time Source: server - Signature Appearance Selected: MOBILE_IMAGE
-  Agreement completed.
2026-09-04 - 11:19:45 AM GMT



9/3/2026

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

Re: Consent to Encroach (paver patio) at 14516 Bedford Falls Dr

Dear Board Members:

A Consent to Encroach document signed by Johnson, Ronald & Sunday Johnson h&w, owners of the property with the common address 14516 Bedford Falls Dr , is submitted to the Board for signatures. A variance for the encroachment is also submitted to the Board of Public Works for approval during the 09/16/2026 BPW meeting.

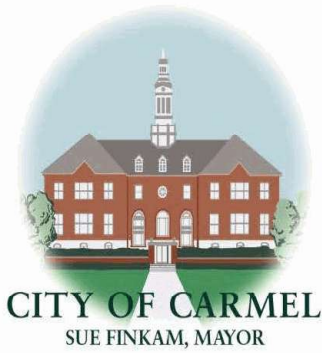
The Department of Engineering has reviewed and approved the encroachment document. Upon approval and signature by the Board Members the document will be recorded with the Hamilton County Recorder's Office.

Sincerely,

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

Bradley Pease, PE
City Engineer

ATTACHMENT: CONSENT TO ENCROACH DOCUMENT



9/3/2026

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

Re: Request for Variance (paver patio) at 14516 Bedford Falls Dr

Dear Board Members:

Johnson, Ronald & Sunday Johnson h&w, owner of the property with the common address 14516 Bedford Falls Dr, have requested a variance from the Carmel City Code Section 6-227(a)(4) for the installation of a paver patio within a portion of the lot designated as an easement. Generally, the improvement is proposed to be installed at the location indicated on the attached exhibit.

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

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

Respectfully,

Bradley Pease, PE
City Engineer

CONSENT TO ENCROACH

APPROVED
By Sergey Grechukhin at 4:00 pm, Sep 03, 2026

THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Johnson, Ronald & Sunday Johnson h&w, 14516 Bedford Falls Dr, Carmel, Hamilton County, Indiana 46032, (individually and collectively, "Owner"), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety ("City").

WITNESSETH:

WHEREAS, Owner owns in fee simple Lot 8 ("Lot") in BEDFORD FALLS OF CARMEL, section , which is located within the corporate limits of the City of Carmel, Indiana ("Subdivision"), which real estate is more particularly described in Exhibit A, attached hereto and incorporated herein by the reference; and

WHEREAS, the official plat of the Subdivision was recorded in PC 6 SLIDE 517, Instrument Number 2024-15933 in the Office of the Hamilton County Recorder on 05/08/2024, as BEDFORD FALLS OF CARMEL, section (the "Plat"); and

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

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

WHEREAS, the Site Improvement will be constructed on portions of the Lot designated as 15-foot Drainage and Utility Easement , identified as "15' D.&U.E." on Exhibit B (the "Easement"); and

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

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

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

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

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

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

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

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

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

"OWNER"

PROPERTY OWNER

RONALD E. JOHNSON

Printed Name

Ronald E. Johnson

Signature

Date: 8/28/26

PROPERTY OWNER

Sunday JOHNSON

Printed Name

Sunday Johnson

Signature

Date: 8/28/26

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

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

Witness my hand and Notarial Seal this 28 day of August, 2026.

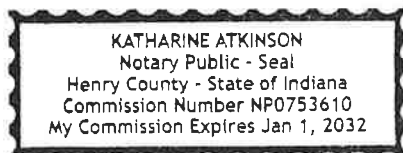
My Commission Expires:

01/01/2032

[Signature]
NOTARY PUBLIC

Katharine Atkinson
Printed Name

My County of Residence: Henry



"CITY"

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

BY: _____
Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

Jacob Quinn, Clerk

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

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

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

My Commission Expires:

NOTARY PUBLIC

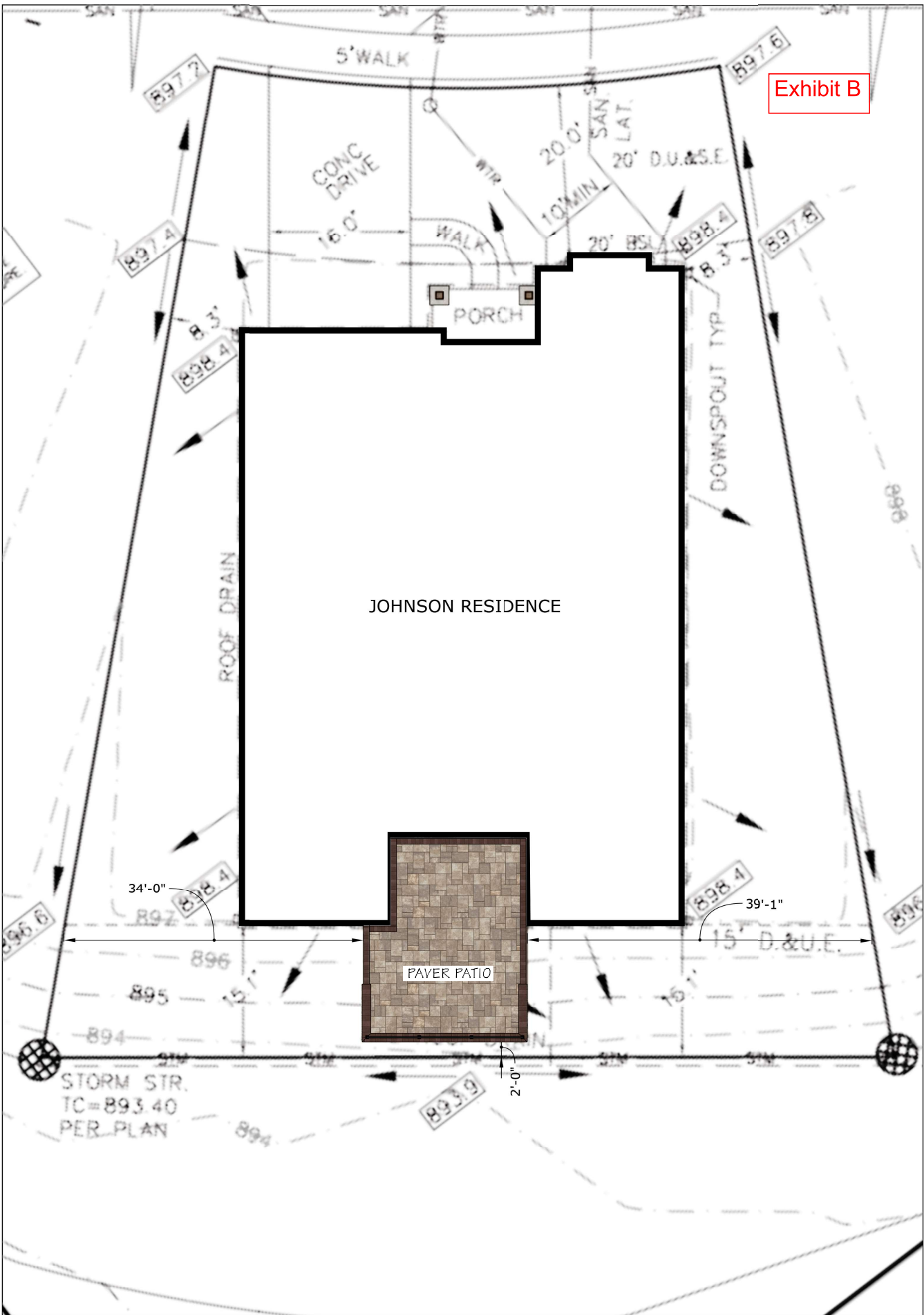
Printed Name

My County of Residence: _____

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

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

Exhibit B



CTE - 14516 BEDFORD FALLS DR - JOHNSON

Final Audit Report

2026-09-04

Created:	2026-09-03
By:	Karla Holdcraft (kholdcraft@carmel.in.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAABFSA0cWAH_JGltSbYI3Gk48Biyqnv1s

"CTE - 14516 BEDFORD FALLS DR - JOHNSON" History

-  Document created by Karla Holdcraft (kholdcraft@carmel.in.gov)
2026-09-03 - 8:15:15 PM GMT
-  Document emailed to Bradley Pease (bpease@carmel.in.gov) for signature
2026-09-03 - 8:16:53 PM GMT
-  Email viewed by Bradley Pease (bpease@carmel.in.gov)
2026-09-04 - 9:59:23 AM GMT
-  Document e-signed by Bradley Pease (bpease@carmel.in.gov)
Signature Date: 2026-09-04 - 9:59:37 AM GMT - Time Source: server - Signature Appearance Selected: MOBILE_IMAGE
-  Agreement completed.
2026-09-04 - 9:59:37 AM GMT

September 2, 2026

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

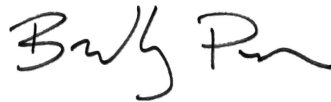
RE: EASEMENT- 936 W AUMAN DRIVE

Dear Board Members:

IndyHouses, LLC has requested the city accept a grant of a sidewalk and stormwater easement associated with the construction of a new residence at 936 W Auman Drive.

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

Sincerely,



Bradley Pease, P.E.
City Engineer

Cross Reference to Deed: 2026020072

GRANT OF EASEMENT

This easement (the "Easement") is made and entered into this 31st day of August, 2026, by and between the IndyHouses, 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 or Grantee executes this Easement;

RECITALS

WHEREAS, Grantor is the owner of the property conveyed by the deed identified in the cross reference above ("Property"). Said Property is located at 936 Auman Drive West, Carmel, IN 46032 at Hamilton County, Indiana, and is more particularly depicted in Exhibit A, attached hereto and incorporated herein; and

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

WHEREAS, to make the Improvements, Grantee requires this Easement to construct, operate, patrol, maintain, repair, replace, relocate, add to, or modify a sidewalk and stormwater improvements, including but not limited to, all necessary supporting facilities, underground conduits, and all other appurtenances, fixtures and equipment (hereinafter referred to as the "Facilities"), all over a portion of the Property in the following described easement area (the "Easement Area") described in Exhibit B.

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

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

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

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

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

Section 5. Access, Maintenance and Repair. Grantee shall have the right of ingress and egress over the Easement Area. Grantor shall not prohibit Grantee from accessing the Facilities or the general public from accessing and using the sidewalk.

Grantee and/or its Assignee shall have access to the Easement Area to maintain, repair, replace, modify, remove the Facilities or to perform any other reasonably necessary work or improvement to the Facilities (collectively "Maintenance"). If Maintenance is required, Grantor agrees to grant Grantee and its Assignee same Temporary Construction Easement under the same terms and conditions as in Section 3 above.

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

Section 7. Obligations of Grantor. Grantor shall keep the Easement Area free of any and all fences, structures, asphalt, gravel, plants, concrete and/or Other improvements, obstructions, or impediments other than those installed by pursuant to this Agreement. Grantee shall have the right to remove any such improvements, obstructions, or impediments at the expense of Grantor. Grantor shall mow and care for any grass located within the Easement Area and shall keep the Easement Area free from snow, debris, silt, weeds, refuse and any other obstructions. Grantor shall be responsible for all repairs to the sidewalk, except to the extent that such repairs are necessary due to damage caused by City infrastructure.

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

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

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

Section 11. Miscellaneous. This Easement shall be perpetual and run with the land. All rights and obligations hereunder shall be binding upon and inure to the benefit of Grantor and Grantee, their respective permitted heirs, successors, assigns and legal representatives. This Easement is executed under and shall be construed in accordance with the laws of the State of Indiana, and there are no promises or agreements between the parties hereto other than those contained or referred to herein. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same. All covenants and agreements hereunder may be enforced by an action for specific performance, and in the event that a party breaches any such covenant or agreement, the other party may further exercise any remedy available hereunder, at law or in equity, and recover from the breaching party all amounts expended in connection with exercising any such remedy, including without limitation, court costs and reasonable attorneys' fees.

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

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

Grantor:

By: Allen R. Phelps

INDY HOUSES LLC By member ALLEN R. PHELPS
Printed Name

Date: 8/19/2026

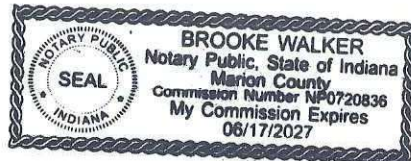
STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Allen R. Phelps, who acknowledged execution of the foregoing Easement for and on behalf of Indy Houses LLC.

Witness my hand and Notarial Seal this 19th day of August, 2026
My Commission Expires: 06/17/2027
Brooke Walker
Notary Public

Residing in Marion County

Brooke Walker
Printed Name



Grantee:

Approved and Adopted this ____ day of August 2026.

CITY OF CARMEL, INDIANA

By and through its Board of Public Works and Safety

BY:

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared LAURA CAMPBELL, JAMES BARLOW, AND ALAN POTASNIK, by me known, and by me known to be the members of the City of Carmel Board of Public Works and Safety, and JACOB QUINN, Clerk of THE CITY OF CARMEL, who acknowledged the execution of the foregoing Dedication & Deed of Public Rights-of-Way on behalf of the City of Carmel, Indiana.

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

My Commission Expires

Notary Public

Residing in County

Printed Name

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

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

Return to: Indiana, 46032 Bradley Pease, Director of Engineering, One Civic Square, Carmel, IN 4603

EXHIBIT A
Depiction of Property

pc6 slide 768

Docket No. PZ-2026-00061 SP

SECONDARY PLAT
RE-PLAT LOT #19 IN AUMAN'S ADDITION, CITY
OF CARMEL, HAMILTON COUNTY, INDIANA

DULY ENTERED FOR TAXATION
Subject to final acceptance for transfer
13 day of April, 2026
Auditor of Hamilton County
Filed

OWNER SUBDIVISION

FREDRIC D & R LYNN ELKINS
936 AUMAN DR W
CARMEL, IN 46032

ALLEN PHELPS
INDHOUSES, LLC
317-480-0259

SOURCE OF TITLE

INSTRUMENT No. 9809816621

DESCRIPTION

LOT #19 IN AUMAN'S ADDITION, AS PER
PLAT HEREON AS RECORDED DEED THE
PROPERTY OF ALLEN PHELPS, LLC, THE
OFFICE OF THE RECORDER OF HAMILTON
COUNTY, INDIANA.

CERTIFICATE OF OWNERSHIP

I, FREDRIC D & R LYNN ELKINS, DO HEREBY CERTIFY THAT I AM THE OWNER OF THE
PROPERTY DESCRIBED IN THE ABOVE CAPTION AND THAT AS SUCH OWNER HAS CAUSED THE SAID ABOVE DESCRIBED
PROPERTY TO BE SURVEYED AND SUBDIVIDED AS SHOWN ON THE HEREIN DRAWN RE-PLAT, AS ITS FREE AND VOLUNTARY
ACT.

FREDRIC D & R LYNN ELKINS

BY: *Fredric D. Elkins* in *Elkins*

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY
NUMBER IN THE DOCUMENT, UNLESS REQUIRED BY LAW. (K NATHAN ALTHOUSE)

STATE OF INDIANA }
COUNTY OF HAMILTON }

BEFORE ME, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED *FREDRIC D. ELKINS*
WHO, KNOWN TO ME TO BE THE PERSONAL SIGNER OF THE FOREGOING INSTRUMENT, REQUESTED THAT I
DEED FOR THE USES AND PURPOSES HEREIN SET FORTH.

NOTARY PUBLIC SIGNATURE: *Michael R. Jones*

NOTARY PUBLIC EMPOWERED: *Michael R. Jones*

COUNTY OF RESIDENCE: *Marion*

MY COMMISSION EXPIRES ON: *01/01/2029*



ZONING CLASSIFICATION

ZONING = R-2

LEGEND:

- 50 FT ± = SQUARE FEET (MORE OR LESS)
- R/W = RIGHT OF WAY
- ⊙ = MONUMENT SET OR FOUND
- BIDS LINE = BUILDING SET BACK LINE
- DUE = DRAINAGE, UTILITY EASEMENT
- NOTE: THE CROSS REFERENCED SURVEY PLAT, AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE CROSS-REFERENCE SURVEY AND ANY LINES THAT ARE COMMON WITH THE NEW SUBDIVISION.

SURVEYOR:

THIS INSTRUMENT PREPARED BY:
K. NATHAN ALTHOUSE
MILLER SURVEYING, INC.
948 CONNER STREET
NOBLESVILLE, IN. 46060
Ph 773-2644 0726
Fax 773-2644 0726
Job No. 842522

CERTIFIED THIS 2ND DAY OF APRIL, 2026
MILLER SURVEYING, INC.

K. Nathan Althouse
K. NATHAN ALTHOUSE, PLS
PROFESSIONAL LAND SURVEYOR
No. LS 20400007
STATE OF INDIANA



CERTIFICATE OF SURVEY

THIS IS A RE-PLAT CREATING 1 LOT NUMBERED LOT 19R, IN CLAY TOWNSHIP,
HAMILTON COUNTY, INDIANA.

THIS PLAT WILL BE KNOWN AS RE-PLAT LOT #19 IN AUMAN'S ADDITION.

THE PURPOSE OF THIS RE-PLAT IS TO REDUCE THE FRONT BUILDING SET BACK LINE
FROM 50.0 FEET TO 35.0 FEET.

THE SIZE OF LOTS AND WIDTH OF STREET ARE SHOWN IN FEET AND DECIMAL PARTS
THEREOF.

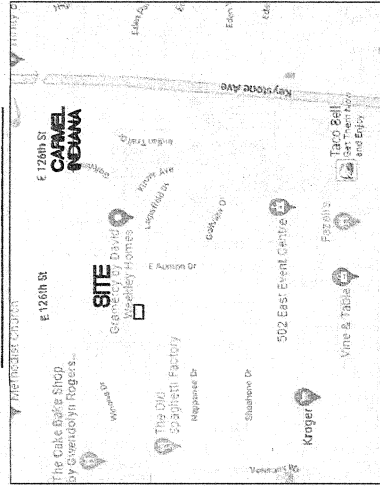
I, K. NATHAN ALTHOUSE, THE UNDERSIGNED CERTIFY THAT I AM A REGISTERED LAND
SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA AND
THAT THE WITHIN PLAT REPRESENTS A SUBDIVISION OF THE LANDS SURVEYED WITHIN
THE CROSS REFERENCED SURVEY PLAT, AND THAT TO THE BEST OF MY KNOWLEDGE
AND BELIEF, THE CROSS-REFERENCE SURVEY AND ANY LINES THAT ARE COMMON
WITH THE NEW SUBDIVISION.

FLOOD ZONE DEFINITION

EXPLANATION
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.
THE SUBJECT PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS ESTABLISHED BY THE
FEDERAL EMERGENCY MANAGEMENT AGENCY NATIONAL FLOOD INSURANCE PROGRAM AS PER SCALED
INTERPRETATION OF FLOOD RATE MAP #1805700286 AREA IN ZONE "X" MAP DATED NOVEMBER 19, 2014.

936 AUMAN DRIVE WEST
16-10-31-01-02-019.000

LOCATION MAP



THE CITY OF CARMEL, INDIANA
DOES NOT GUARANTEE THE ACCURACY OF THE LOCATION MAP.
THE CITY OF CARMEL, INDIANA
DOES NOT GUARANTEE THE ACCURACY OF THE LOCATION MAP.

FREDRIC D. ELKINS
4/13/26



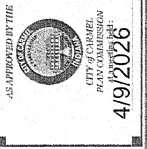
CERTIFICATE OF PLAN COMMISSION

UNDER AUTHORITY PROVIDED BY INDIANA CODE 36-7-4-710, AND ORDINANCES ADOPTED BY THE
CITY OF CARMEL, INDIANA, THIS RE-PLAT WAS GIVEN APPROVAL BY THE
CITY OF CARMEL AS FOLLOWS:

GRANTED ADMINISTRATIVE APPROVAL BY THE DEPARTMENT OF COMMUNITY SERVICES PURSUANT TO
ARTICLE

XI OF THE CARMEL, INDIANA COMMISSIONS RULES OF PROCEDURE ON: 13 April 2026

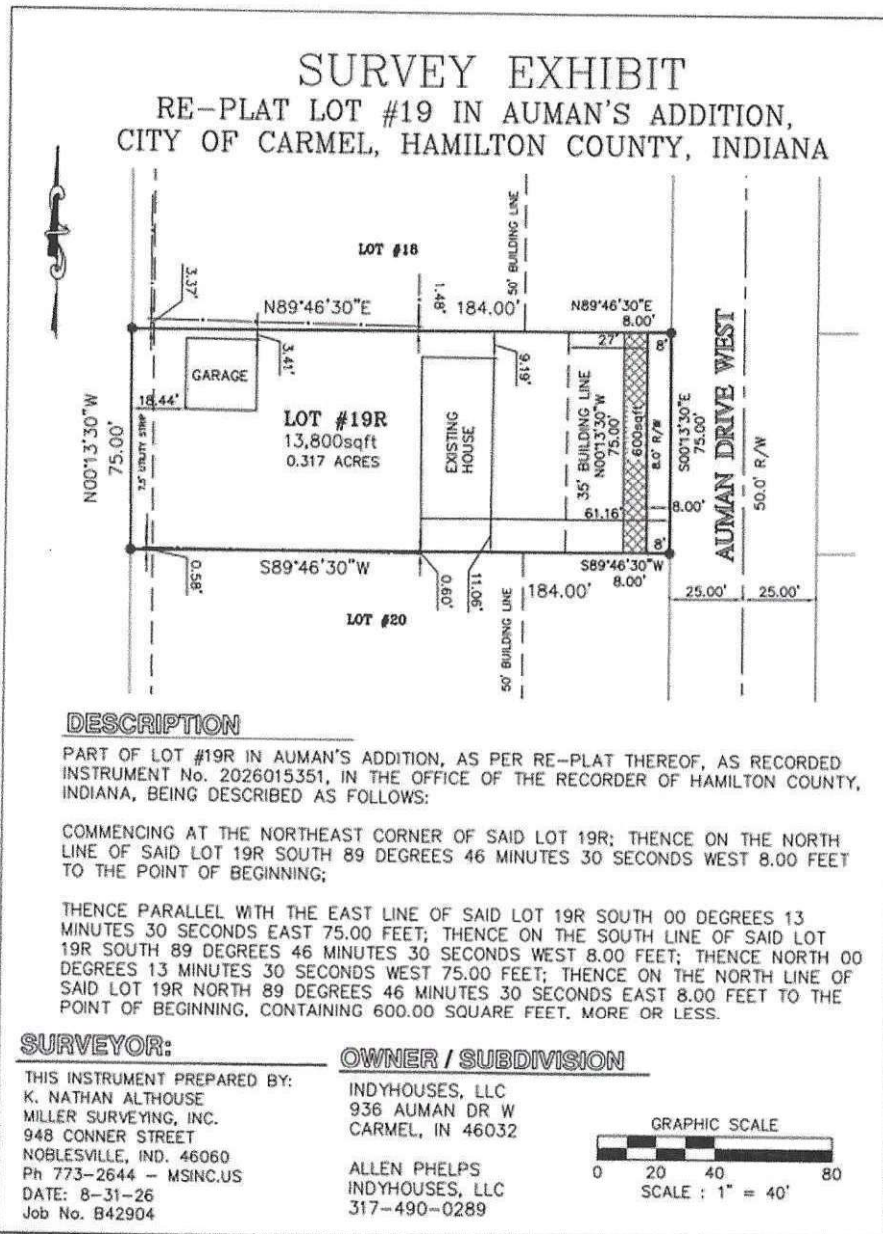
BY: *Michael P. Hollenbach*
MICHAEL P. HOLLENBACH, DIRECTOR
DEPARTMENT OF COMMUNITY SERVICES, CARMEL, INDIANA



2026018561 PLAT 25.00
04/09/2026 12:03 PM 1 PGS
TRINI BEAVER
HAMILTON COUNTY RECORDER, IN
RECORDED AS PRESENTED

Exhibit B

Depiction of Easement Area



EASEMENT - 936 W AUMAN DR - NEW HOME CONSTRUCTION

Final Audit Report

2026-09-02

Created:	2026-09-02
By:	Karla Holdcraft (kholdcraft@carmel.in.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_3U1_QNUcYZVdlFMqyXXHG9PYeFzvo51

"EASEMENT - 936 W AUMAN DR - NEW HOME CONSTRUCTION" History

-  Document created by Karla Holdcraft (kholdcraft@carmel.in.gov)
2026-09-02 - 3:06:37 PM GMT
-  Document emailed to Bradley Pease (bpease@carmel.in.gov) for signature
2026-09-02 - 3:07:01 PM GMT
-  Email viewed by Bradley Pease (bpease@carmel.in.gov)
2026-09-02 - 4:33:08 PM GMT
-  Document e-signed by Bradley Pease (bpease@carmel.in.gov)
Signature Date: 2026-09-02 - 4:33:26 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_IMAGE
-  Agreement completed.
2026-09-02 - 4:33:26 PM GMT

September 4, 2026

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

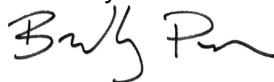
RE: STORMWATER TECHNICAL STANDARDS WAIVER – 11608 WESTWOOD DRIVE – HOME ADDITION

Dear Board Members:

William A Cash, on behalf of the property owner, has requested a waiver from the Stormwater Technical Standards Manual in association with the proposed home addition at this 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

Andy Cash
212 Redwood Circle
Noblesville, IN 46062

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

September 1st, 2026

RE: Fill Waiver Request
11608 Westwood Drive
Carmel, IN 46033

Dear Mr. Thomas,

In support of a single-family residential addition project disturbing less than one acre in Section 2 of the fully developed Northwoods Hills subdivision, the property owner has requested my assistance with providing the City of Carmel a stormwater permit application.

Please accept this letter as an official request for a waiver of technical standards to place fill within the floodplain. In an effort to address the City Engineer's concern regarding fill in the floodplain the owner will provide compensatory storage. The net effect of compensatory storage shall actually increase floodplain storage volume under the 1:1 compensatory storage ratio requirement.

The requested waiver concerns Carmel City Code 6-198 regarding Floodplain Management (Fill Prohibition). This section prohibits filling within the floodplain of any regulated drain or watercourse with a contributing drainage area of 25 acres or more. A waiver is requested for construction of the home addition with a FFE two feet above White River BFE and the removal of an existing shed.

Sincerely,



William A. Cash

SW WAIVER - 11608 WESTWOOD DRIVE - HOUSE ADDITION

Final Audit Report

2026-09-04

Created:	2026-09-04
By:	Karla Holdcraft (kholdcraft@carmel.in.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6eV7BrH5nTLx-47lcsjkw9DyhUDTPiC9

"SW WAIVER - 11608 WESTWOOD DRIVE - HOUSE ADDITION" History

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2026-09-04 - 6:01:57 PM GMT
-  Document e-signed by Bradley Pease (bpease@carmel.in.gov)
Signature Date: 2026-09-04 - 6:02:09 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
-  Agreement completed.
2026-09-04 - 6:02:09 PM GMT