



City of Carmel

CARMEL BOARD OF PUBLIC WORKS MEETING AGENDA

WEDNESDAY, JANUARY 21, 2026 - 10:00 AM
COUNCIL CHAMBERS/CITY HALL/ONE CIVIC SQUARE

1. MEETING CALLED TO ORDER

2. MINUTES

- a. **Minutes from the January 07, 2026, Regular Meeting**

3. TABLED ITEMS

- a. **Public Hearing for the Demolition and Removal of Unsafe Building; 11033 Haverstick Road, Carmel, IN 46033; Brent Liggett, Code Enforcement Official** **TABLED 11-05-25**

4. CONTRACTS

- a. **Request for Utility Reimbursement Agreement; Duke Energy Indiana, LLC (\$414,722.00); 106th & Westfield Blvd, 20-13; Bradley Pease, Director of Engineering**
- b. **Request for Purchase of Goods and Services; Howard Asphalt, LLC d/b/a Howard Companies; (\$184,800.00); Road Rejuvenation; Matt Higginbotham, Street Commissioner**

5. REQUEST TO USE CITY STREETS/PROPERTY

- a. **Request to Use Midtown Plaza; Yoga on the Lawn; Fire and Flow Yoga; June 20, 2026, and August 22, 2026; 8:00 AM to 11:00 AM; Cindi Odle, Fire and Flow Yoga**
- b. **Request to Use Allied Solutions Center for the Performing Arts East Patio; Private Wedding; July 9 through July 10, 2026; 2:00 PM to 6:30 PM; Mallory Davis, Hotel Carmichael**
- c. **Request to Use City Center and Use/Close City Streets; Special Request to Use Electricity; OktoberFest; October 2, 2026; 9:00 AM to 11:00 PM; Kenna Dishmond, City of Carmel**
- d. **Request to Use/Close City Streets; ReAwning of Building; February 9, 2026; 8:00 AM to 2:00 PM; Jonathon Poppino, Pedcor**

6. OTHER

- a. **Request for Consent to Encroach; 1531 Spruce Ct;** Property Owners
- b. **Request for Replat; 310 2nd Street NE - Lots 5, 6 and Vacated Alley;** Property Owner
- c. **Request for Stormwater Technical Standards Waiver; 4671 Northwestern Drive;** Evan West
- d. **Request for Water Line Easement Agreement; 2108 E 96th Street;** Hanyu Zhang and Enming Zhang
- e. **Request for Water Line Easement Agreement; 10560 N Michigan Road;** Lexington Limited Liability Company
- f. **Uniform Conflict of Interest;** Chief Joel Thacker
- g. **Uniform Conflict of Interest;** Scott K Osborne
- h. **Resolution BPW 01-21-26-01; A Resolution of the Board of Public Works and Safety of the City of Carmel, Indiana, Approving the Donation and Transfer of 2020 Ford Explorer to Town of Cadiz Police Department;** Chief Drake Sterling, Carmel Police Department
- i. **Resolution of BPW 01-21-26-02; A Resolution of the Board of Public Works and Safety of the City of Carmel, Indiana, Approving the Transfer of and Presentation of Pistol and Badge to Sergeant Troy Smith; 30 years of Meritorious Service;** Chief Drake Sterling, Carmel Police Department
- j. **Resolution of BPW 01-21-26-03; A Resolution of the Board of Public Works and Safety of the City of Carmel, Indiana, Approving the Transfer of and Presentation of Pistol and Badge to Lieutenant Jeffrey J. Horner; 32 years of Meritorious Service;** Chief Drake Sterling, Carmel Police Department

7. ADD-ONS AND DEPARTMENT DIRECTOR COMMENTS

8. ADJOURNMENT

Board of Public Works Members

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

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

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

Next Meeting: February 4, 2026



City of Carmel

CARMEL BOARD OF PUBLIC WORKS MEETING MINUTES

WEDNESDAY, JANUARY 7, 2026 - 10:00 AM
COUNCIL CHAMBERS/CITY HALL/ONE CIVIC SQUARE

MEETING CALLED TO ORDER

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

MEMBERS PRESENT

Board Members Jim Barlow, Alan Potasnik, and Deputy Clerk Jessica Dieckman were present.

MINUTES

Minutes from the December 17, 2025, Regular Meeting. Board Member Potasnik moved to approve. Board Member Barlow seconded. Minutes approved 2-0.

TABLED ITEMS

*Public Hearing for the Demolition and Removal of Unsafe Building; 11033 Haverstick Road, Carmel, IN 46033; Brent Liggett, Code Enforcement Official TABLED 11-05-25
REMAINS TABLED*

CONTRACTS

Request for Purchase of Goods and Services; PennCare, Inc; (\$389,690.00); Replacement of Ambulance A342; Additional Services Amendment; Chief Joel Thacker, Fire Department, briefly speaks; in March of last year, we added another ambulance at Station 342. The unit that went into service was a backup, and now we keep two spares. There was a local community that wasn't able to satisfy their spot, so we will be receiving this ambulance this year. Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 2-0.

Request for Purchase of Goods and Services; Stryker Sales, LLC; (\$68,395.22); Cot and Power load-New Ambulance 342; Additional Services Amendment; Chief Joel Thacker, Fire Department, briefly speaks; this is the ambulance equipment that was just approved. Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 2-0.

Request for Purchase of Goods and Services; Turbo Images, Inc.; (\$80,007.80); Vehicle Graphics; Chief Drake Sterling, Carmel Police Department, briefly speaks; this is a continuation of services for our graphic packages and allows us to outfit 46 vehicles with the new graphic package. Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 2-0.

Request for Professional Services; CrossRoad Engineers, P.C.; (\$120,053.10); Range Line Improvements Inspection Services; Additional Services Amendment; Crystal Edmondson, Street Department, briefly, this is a consultation agreement for design and consultation on improving Rangeline Road. Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 2-0.

OTHER

Request for Stormwater Technical Standards Waiver; 4455 W 126th Street; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 2-0.

Request for Stormwater Technical Standards Waiver; 0 3rd Ave SW; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 2-0.

Request for Aerial Waiver of BPW Resolution NO. 04-28-17-01; Small Cell Modifications at Various Locations; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 2-0.

Resolution of BPW 01-07-26-01; A Resolution of the Board of Public Works and Safety of the City of Carmel, Indiana, Approving the Transfer of and Presentation of Pistol and Badge to Lieutenant Charles Fisher; Over 20 years of Meritorious Service; Board Member Potasnik moved to approve. Board Member Barlow seconded. Resolution approved 2-0

ADD-ONS AND DEPARTMENT DIRECTOR COMMENTS

Board Member Potasnik moved to add-on item. Board Member Barlow seconded. Add-On approved 2-0.

Request for Purchase of Goods and Services; Sutton Ford, Inc.; (\$651,389.57); 13 2026 Eco Boost Ford Explorers; Benjamin Legge, Corporation Counsel, briefly speaks, the Contract is for the purchase of the 2026 police vehicles (13 total). We apologize for the late request, but CPD was just informed that the order portal for 2026 Ford vehicles closes on or before January 21, 2026. As such, we are requesting the addition and approval of this contract. Since this qualifies as a special purchase. Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 2-0.

Board Member Potasnik moved to add-on item. Board Member Barlow seconded. Add-On approved 2-0.

Resolution No. BPW 01-07-26-02; The Resolution of the Board of Public Works and Safety of the City of Carmel, Indiana, Removing the Appointment of Samuel Brown as a Special Police Officer; Benjamin Legge, Corporation Counsel, briefly speaks; that Samuel Brown has recently moved to Code Enforcement and is no longer in need of special police powers. Board Member Potasnik moved to approve. Board Member Barlow seconded. Resolution approved 2-0.

ADJOURNMENT

Board Member Barlow adjourned the meeting at 10:12 AM.

APPROVED:

Jacob Quinn – City Clerk

Chairwoman Laura Campbell

ATTEST:

Jacob Quinn – City Cler



CITY OF CARMEL
DEPARTMENT OF COMMUNITY SERVICES

DEMOLITION AND REMOVAL OF UNSAFE BUILDING ORDER

Deeded Owner: Richard Sanders
Address: 11033 Haverstick Rd, Carmel, IN 46033
Legal Description: Acreage .98 Section 5, Township 17, Range 4
Parcel Number: 17-14-05-00-00-008.005

October 17, 2025

RE: Unsafe Building – Barn
ATTENTION: Richard Sanders:

Parcel Number: 17-14-05-00-00-008.005,

This Demolition and Removal of Unsafe Building Order is being issued to you, the recorded owner of 11033 Haverstick Rd, Carmel, IN 46033, Parcel Number: 17-14-05-00-00-008.005 (the “Property”), under Indiana Code § 36-7-9-5(7), because a barn on your Property is an unsafe building under Indiana Code § 36-7-9-4 and Carmel City Code § 6-159, as set forth below:

Property	Address: 11033 Haverstick Rd, Carmel, IN 46033 Parcel Number(s): 17-14-05-00-00-008.005
Statement of Violation(s)	The barn located on the Property is an “unsafe building” under Indiana Code § 36-7-9-4 and Carmel City Code § 6-159, and is “so old, dilapidated or out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human use; or shall be an invitation to children and endanger the lives of such children, or which, because of its condition has become a fire hazard” in violation of Carmel City Code Section §6-79(f) and § 6-222(c).
Corrective Action	1. Safely Demolish and Remove the barn located at the Property. 2. Submit proof of demolition and removal to the City of Carmel.
Due Date	You have until November 4, 2025, to complete the Corrective Action the violation(s).
Hearing Date	<u>This Order is set for Hearing before the City of Carmel Board of Public Works and Safety on November 5, 2025, at 10:30 a.m.</u> <u>at Council Chambers, Carmel City Hall, 1 Civic Square, Carmel IN 46032</u> You are entitled to appear at the hearing with or without legal counsel, present evidence, cross-examine opposing witnesses, and present arguments.

If this Order is not complied with following its approval by the City of Carmel Board of Public Works and Safety, daily citations may be issued for as long as the violation(s) persists and until the unsafe building on the Property is demolished and removed. The City also reserves the right to pursue all other lawful enforcement methods, including, but not limited to, abatement of the violation(s), namely, demolition and removal of the barn, at the expense of the property owner. Under Indiana Code § 36-7-9-27, “[a] person who has been issued and has received notice of an order relative to unsafe premises and has not complied with that order: (1) must supply full information regarding the order to a person who takes or agrees to take a substantial property interest in the unsafe premises before transferring or agreeing to transfer that interest; and (2) must, within five (5) days after transferring or agreeing to transfer a substantial property interest in the unsafe premises, supply the enforcement authority with written copies of: (A) the full name, address, and telephone number of the person taking a substantial property interest in the unsafe premises; and (B) the legal instrument under which the transfer or agreement to transfer the substantial property interest is accomplished.” The hearing authority may determine the property to be abandoned as provided in Indiana Code Chpt. 36-7-37.

Sincerely,

Brent Liggett - Code Enforcement Official
City of Carmel, 1 Civic Square, Carmel, IN 46032
317 509-8239

UTILITY REIMBURSEMENT AGREEMENT

City of Carmel – 106th and Westfield Blvd RAB

APPROVED
By Sergey Grechukhin at 9:45 am, Jan 13, 2026

THIS AGREEMENT, made and effective this _____ day of _____, 20____, is by and between **Duke Energy Indiana, LLC**, an Indiana electric public utility corporation (hereinafter referred to as “DEI”), and **City of Carmel**, in Indiana (hereinafter referred to as “the Local Government”).

WITNESSETH:

WHEREAS, as an Indiana public utility, DEI has the right under Indiana law to construct, operate and maintain its utility facilities upon Indiana public road right of way including but not limited to, **E 106th St** in **Hamilton County, City of Carmel**, Indiana; and

WHEREAS, DEI has constructed and now operates and maintains certain electric line facilities upon and/or along **E 106th St**, all of which are more particularly depicted or described on the attached Exhibit “A” (hereinafter referred to as “the Utility Facilities”); and

WHEREAS, the Local Government needs to make certain improvements to or within **E 106th St**, and the Local Government and DEI have determined that the Utility Facilities will need to be relocated before this improvement can be made by the Local Government; and

WHEREAS, the Local Government has or will acquire necessary public road right of way for the relocated Utility Facilities, which area DEI has determined is suitable and is hereinafter referred to as “said relocation area”; and

WHEREAS, the Local Government or DEI has acquired, or the Local Government or DEI will acquire, either at the expense of the Local Government, a relocation area which is not on public road right of way (including written easement rights to the relocation area which are reasonably acceptable to DEI), which area DEI has determined is suitable and is hereinafter referred to as “said relocation area”; and

WHEREAS, the Local Government has requested DEI to relocate the Utility Facilities to said relocation area, as depicted or described on Exhibit "A;" and

WHEREAS, DEI is willing to relocate the Utility Facilities to said relocation area; provided that the Local Government reimburses DEI for the costs incurred by DEI so to do; and

WHEREAS, the Local Government is willing to reimburse DEI for such costs subject to the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the mutual promises from, to and between DEI and the Local Government, hereinafter contained, DEI and the Local Government do hereby agree to and with each other, as follows:

SECTION I. DEI will relocate the Utility Facilities to said relocation area, as depicted or described on Exhibit "A" (hereinafter referred to as "the Work"). The preliminary estimated cost thereof is **\$414,722.10** as shown on the attached Exhibit "B."

SECTION II. The Local Government shall reimburse DEI for the actual costs incurred by DEI to perform the Work within forty five (45) days after receiving a written, itemized statement from DEI. DEI shall have the right to submit such statements for progress payments as the Work proceeds.

SECTION III. DEI shall not start the Work until the following has occurred:

(a) written notice has been given to DEI by the Local Government that (i) the Work has been authorized and funds are available to reimburse DEI, and (ii) all necessary public road right of way and/or easement area has been acquired for the Work,

(b) the Local Government has denoted the public road right of way line in the area of the Work, by staked survey at not more than 100 foot intervals with station markings,

(c) the Local Government has trimmed/removed all vegetation away from the public road right of way in the area of the Work, as reasonably determined by DEI, and

(d) the Local Government and DEI have executed this Agreement.

SECTION IV. DEI shall not discriminate against any employee or applicant for employment, in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

SECTION V. DEI shall indemnify and hold harmless the Local Government from and against any and all legal liabilities and other expenses, claims, costs, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property arising out of the Work (hereafter "Claim"); provided, however, that where the Local Government is negligent or engages in intentional misconduct with respect to the occurrence or occurrences giving rise to the Claim, DEI shall have no duty to indemnify and hold harmless the Local Government.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, effective the date first above written.

DUKE ENERGY INDIANA, LLC

By: 
Printed Name: Brynn Streeter
Printed Title: Lead Engineering Technologist
Dated: 12/12/2025

City of Carmel

By: _____
Printed Name: _____
Printed Title: _____
Dated: _____

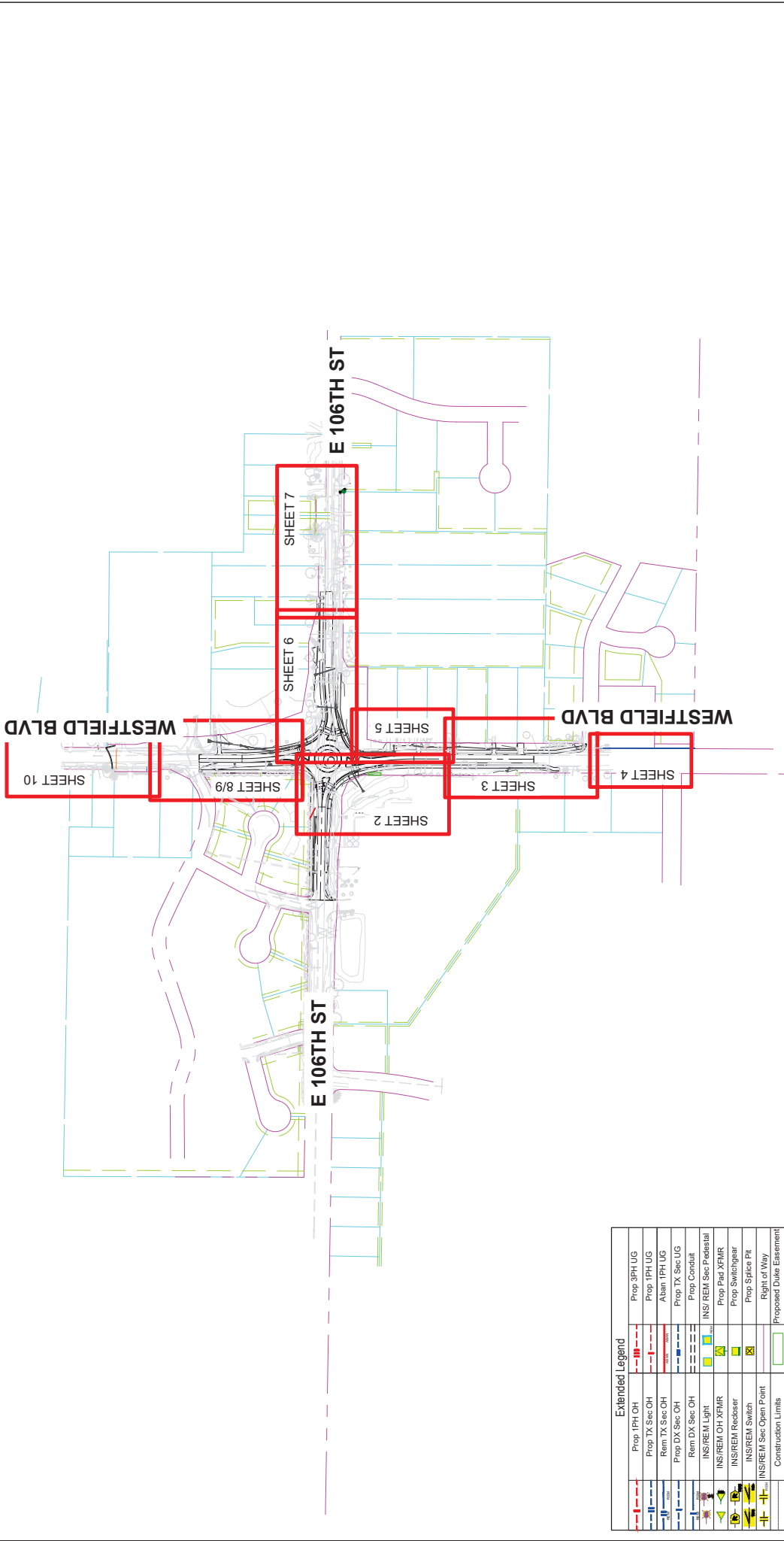
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Printed Name: _____
Printed Title: _____
Dated: _____

By: _____
Printed Name: _____
Printed Title: _____
Dated: _____

Attest:

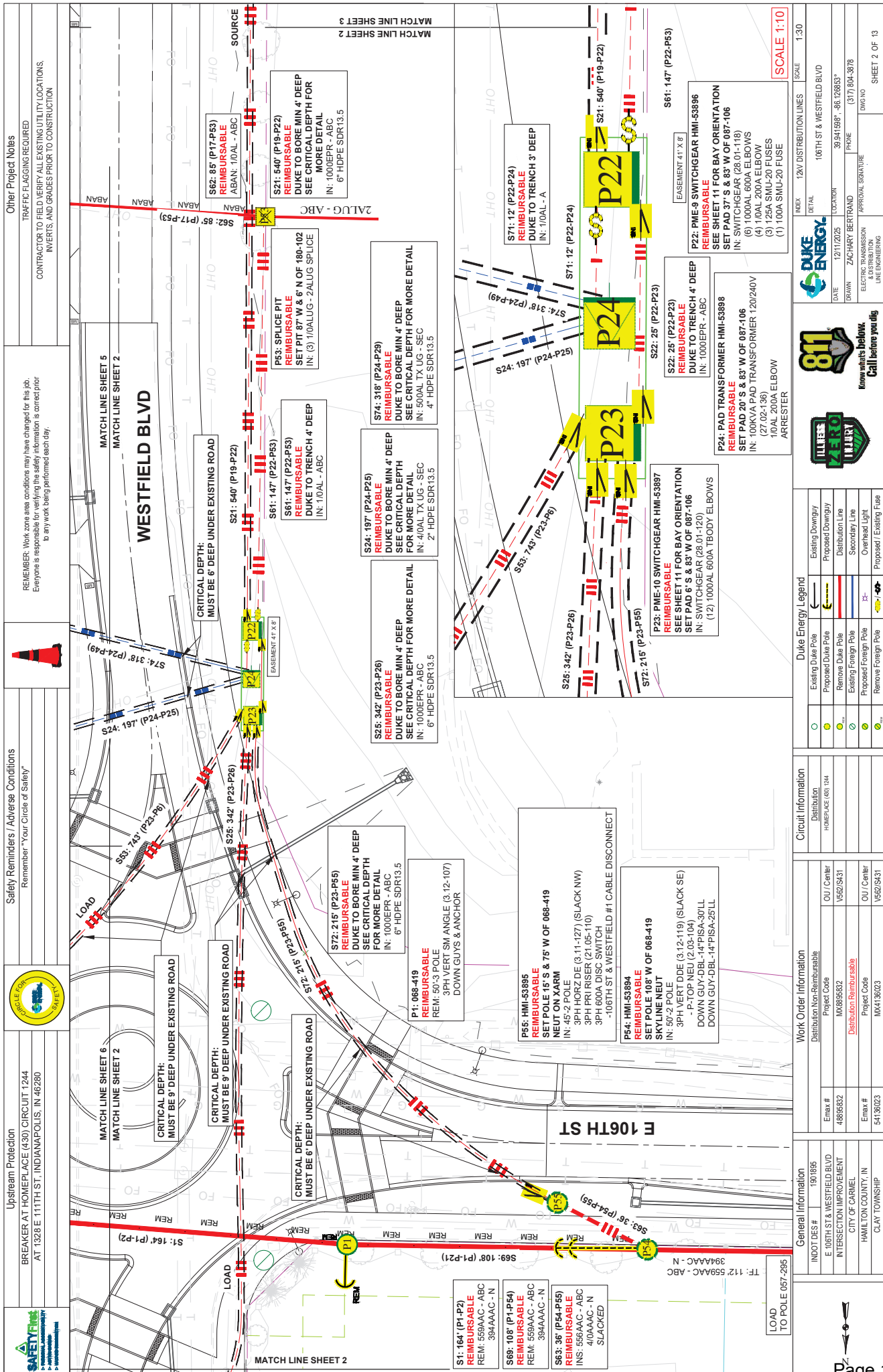
-Treasurer

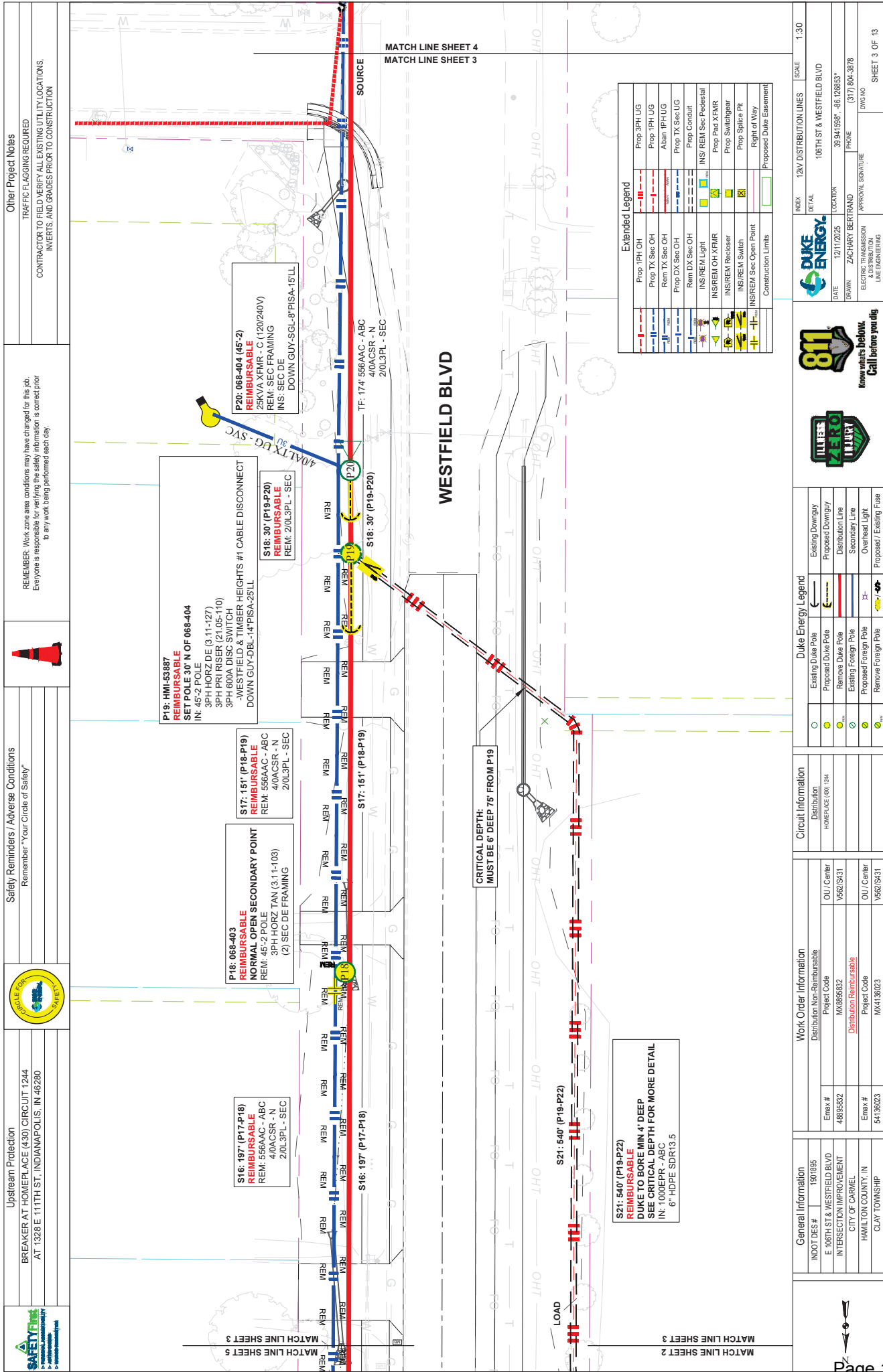
	Upstream Protection			REMEMBER: Work zone area conditions may have changed for this job. Everyone is responsible for verifying the safety conditions are correct prior to any work being performed each day.	Other Project Notes TRAFFIC FLAGGING REQUIRED CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION
	BREAKER AT HOMEPLACE (430) CIRCUIT 1244 AT 1328 E 11TH ST, INDIANAPOLIS, IN 46280				



Extended Legend	
	Prop 1PH OH
	Prop 3PH OH
	Prop TX Sec OH
	Rem TX Sec OH
	Prop TX Sec OH
	Prop DX Sec OH
	Rem DX Sec OH
	INS/REM Light
	INS/REM OH XFMR
	INS/REM Reducer
	INS/REM Switch
	INS/REM Sec Open Point
	Construction Limits
	Proposed Duke Easement

	General Information	Work Order Information		Circuit Information Distribution HOMEPLACE (430) 1244	Duke Energy Legend Existing Duke Pole Proposed Duke Pole Remove Duke Pole Existing Foreign Pole Proposed Foreign Pole Remove Foreign Pole	Know what's below Call before you dig		INDEX DETAIL 12x1 DISTRIBUTION LINES SCALE 1:300
	INDDT DES # 1301895 E 106TH ST & WESTFIELD BLVD INTERSECTION IMPROVEMENT CITY OF CARMEL HAMILTON COUNTY, IN CLAY TOWNSHIP	Project Code MX4895832 Distribution Reimbursable Project Code MX4136023	Emax # 4895832 Emax # 54136023					





Upstream Protection

BREAKER AT HOMEPLACE (430) CIRCUIT 1244
AT 1328 E 11TH ST, INDIANAPOLIS, IN 46280

Safety Reminders / Adverse Conditions

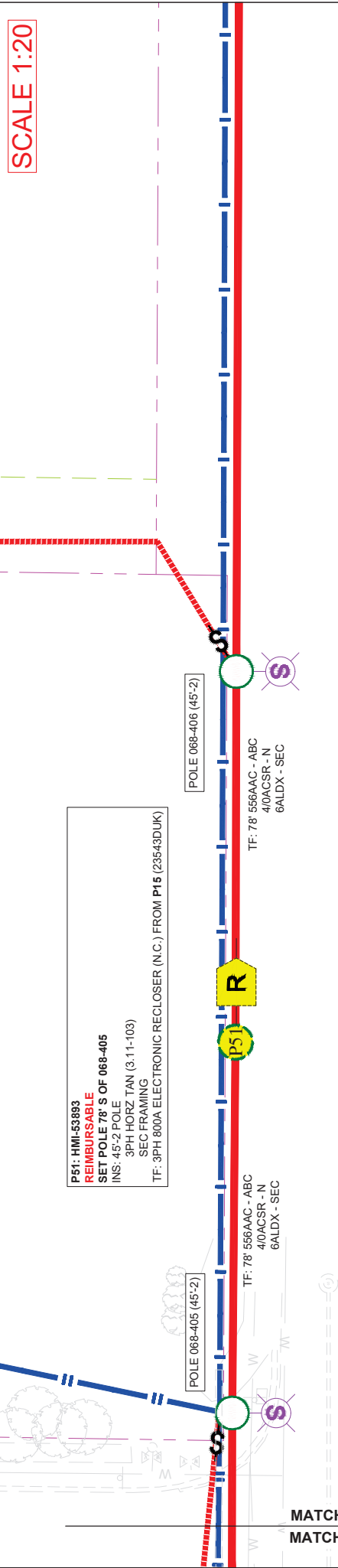
Remember "Your Circle of Safety"

REMEMBER: Work zone area conditions may have changed for this job. Everyone is responsible for verifying the safety of the location is correct prior to any work being performed each day.

Other Project Notes

TRAFFIC FLAGGING REQUIRED

CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION

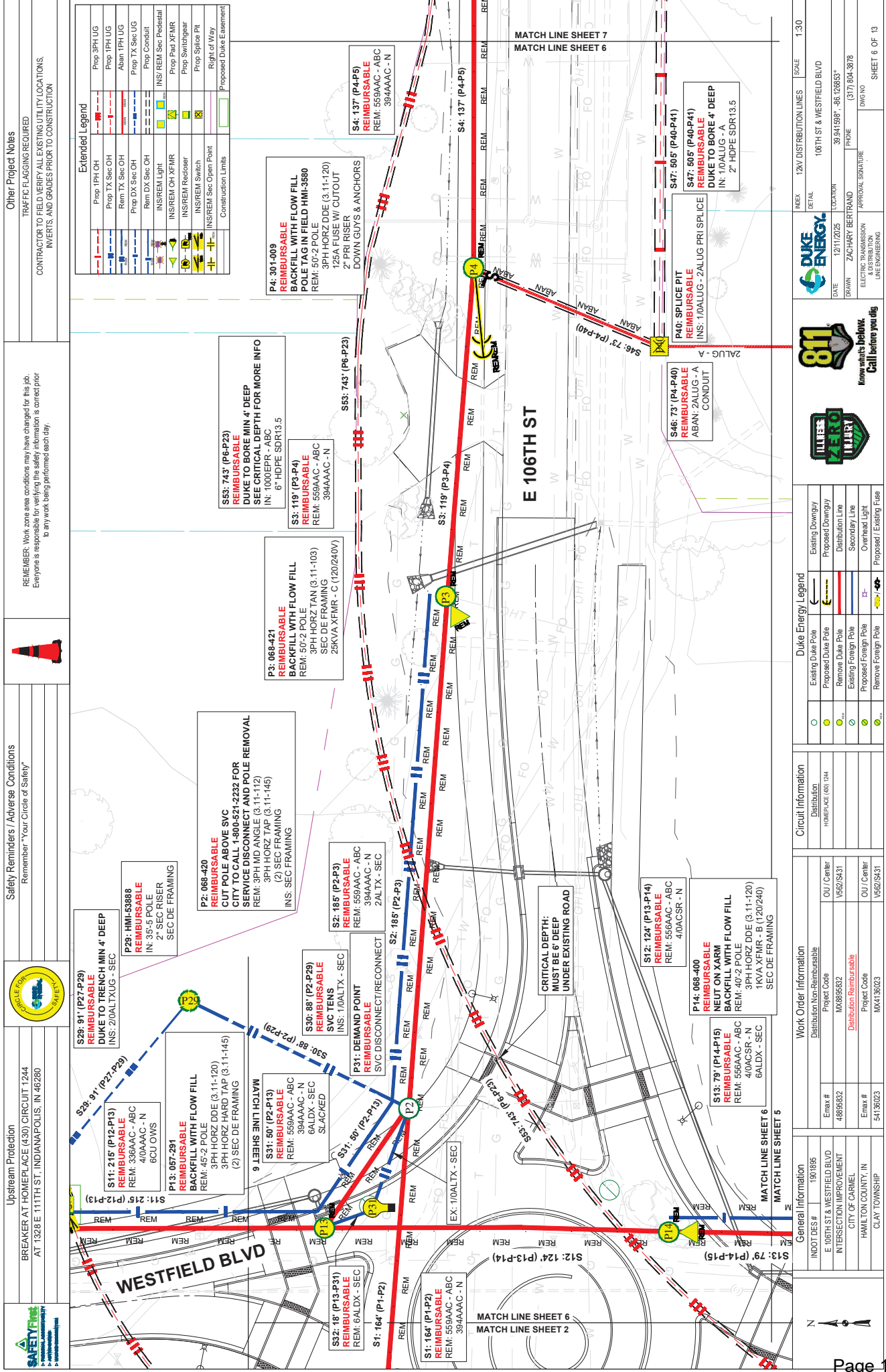


WESTFIELD BLVD

Extended Legend

Prop 1PH OH	Prop 3PH UG
Prop TX Sec OH	Prop 1PH UG
Rem TX Sec OH	Alarm 1PH UG
Prop DX Sec OH	Prop TX Sec UG
Rem DX Sec OH	Prop Conduit
INS/REM Light	INS/REM Sec Pedestal
Prop Pad XFMR	Prop Pad XFMR
INS/REM Reducor	Prop Switchgear
INS/REM Switch	Prop Splice Pit
INS/REM Sec Open Point	Right of Way
Construction Limits	Proposed Duke Easement

General Information INDOT DES # 1301895 E 10TH ST & WESTFIELD BLVD INTERSECTION IMPROVEMENT CITY OF CARMEL HAMILTON COUNTY, IN CLAY TOWNSHIP		Work Order Information Distribution Non-Reimbursable Project Code MX895632 Emax # 4895632 Distribution Reimbursable Project Code MX4136023 Emax # 54136023		Circuit Information Distribution HOMEPLACE (430) 1244		Duke Energy Legend <table border="1"> <tr><td>Existing Duke Pole</td><td>Existing Downguy</td></tr> <tr><td>Proposed Duke Pole</td><td>Proposed Downguy</td></tr> <tr><td>Remove Duke Pole</td><td>Distribution Line</td></tr> <tr><td>Existing Foreign Pole</td><td>Secondary Line</td></tr> <tr><td>Proposed Foreign Pole</td><td>Overhead Light</td></tr> <tr><td>Remove Foreign Pole</td><td>Proposed / Existing Fuse</td></tr> </table>		Existing Duke Pole	Existing Downguy	Proposed Duke Pole	Proposed Downguy	Remove Duke Pole	Distribution Line	Existing Foreign Pole	Secondary Line	Proposed Foreign Pole	Overhead Light	Remove Foreign Pole	Proposed / Existing Fuse	Know what's below. Call before you dig.		12KV DISTRIBUTION LINES SCALE 1:20	
Existing Duke Pole	Existing Downguy																						
Proposed Duke Pole	Proposed Downguy																						
Remove Duke Pole	Distribution Line																						
Existing Foreign Pole	Secondary Line																						
Proposed Foreign Pole	Overhead Light																						
Remove Foreign Pole	Proposed / Existing Fuse																						
DATE 12/11/2025 LOCATION 39.941588° -86.12853° DRAWN ZACHARY BERTRAND PHONE (317) 804-3878 ELECTRIC DESIGNER APPROVAL SIGNATURE JUNG NO SHEET 4 OF 13 LINE ENGINEERING																							



SAFETY FIRST
SAFETY IS THE WAY TO SURVIVAL

Upstream Protection

BREAKER AT HOMERPLACE (430) CIRCUIT 1244
AT 1328 E 11TH ST, INDIANAPOLIS, IN 46280

Safety Reminders / Adverse Conditions

Remember "Your Circle of Safety"

Other Project Notes

TRAFFIC FLAGGING REQUIRED

CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION

REMEMBER: Work zone area conditions may have changed for this job. Everyone is responsible for verifying the safety information is correct prior to any work being performed each day.

Extended Legend

Prop 1PH OH	Prop 3PH UG
Prop TX Sec OH	Prop 1PH UG
Rem TX Sec OH	Aban 1PH UG
Prop DX Sec OH	Prop TX Sec UG
Rem DX Sec OH	Prop Conduit
INS/REM Sec Pedestal	
INS/REM OH XFMR	Prop Ped XFMR
INS/REM Reducer	Prop Switchgear
INS/REM Switch	Prop Splice Pit
INS/REM Sec Open Point	Right of Way
Construction Limits	Proposed Duke Easement

P4: 301-009
REIMBURSABLE
BACKFILL WITH FLOW FILL
POLE TAG POLE
REM: 559AAC - ABC
394AAAC - N
S4: 137' (P4-P5)
REIMBURSABLE
REM: 559AAC - ABC
394AAAC - N

S53: 743' (P6-P23)
REIMBURSABLE
DUKE TO BORE MIN 4' DEEP
SEE CRITICAL DEPTH FOR MORE INFO
IN: 1000EPR - ABC
6" HDPE SDR13.5

S2: 119' (P3-P4)
REIMBURSABLE
BACKFILL WITH FLOW FILL
REM: 50'-2 POLE
3PH HORZ TAN (3.11-103)
SEC DE FRAMING
25KVA XFMR - C (120/240V)

P3: 068-421
REIMBURSABLE
BACKFILL WITH FLOW FILL
REM: 50'-2 POLE
3PH HORZ TAN (3.11-103)
SEC DE FRAMING
25KVA XFMR - C (120/240V)

P2: 068-420
REIMBURSABLE
CUT POLE ABOVE SVC
CITY TO CALL 1-800-521-2332 FOR
SERVICE DISCONNECT AND POLE REMOVAL
REM: 3PH HORZ TAP (3.11-112)
(2) SEC FRAMING
INS: SEC FRAMING

S2: 185' (P2-P3)
REIMBURSABLE
SVC TENS
INS: 10ALTX - SEC

S30: 88' (P2-P29)
REIMBURSABLE
SVC DISCONNECT/RECONNECT
SVC TENS
INS: 10ALTX - SEC

S31: 50' (P2-P13)
REIMBURSABLE
REIM: 559AAC - ABC
394AAAC - N
6ALDX - SEC
SLACKED

S32: 18' (P13-P31)
REIMBURSABLE
REIM: 559AAC - ABC
394AAAC - N
6ALDX - SEC

S1: 164' (P1-P2)
REIMBURSABLE
REIM: 559AAC - ABC
394AAAC - N

S12: 124' (P13-P14)
REIMBURSABLE
REIM: 559AAC - ABC
40ACSR - N

S13: 79' (P14-P15)
REIMBURSABLE
REIM: 559AAC - ABC
40ACSR - N
6ALDX - SEC

S14: 068-400
REIMBURSABLE
NEUT ON XARM
BACKFILL WITH FLOW FILL
REM: 40'-2 POLE
3PH HORZ DDE (3.11-120)
1KVA XFMR - B (120/240)
SEC DE FRAMING

S15: 79' (P14-P15)
REIMBURSABLE
REIM: 559AAC - ABC
40ACSR - N
6ALDX - SEC

S16: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S46: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S47: 505' (P40-P41)
REIMBURSABLE
DUKE TO BORE 4' DEEP
IN: 1000EPR - ABC
6" HDPE SDR13.5

S48: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S49: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S50: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S51: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S52: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S53: 743' (P6-P23)
REIMBURSABLE
DUKE TO BORE MIN 4' DEEP
SEE CRITICAL DEPTH FOR MORE INFO
IN: 1000EPR - ABC
6" HDPE SDR13.5

S54: 137' (P4-P5)
REIMBURSABLE
REM: 559AAC - ABC
394AAAC - N

S55: 743' (P6-P23)
REIMBURSABLE
DUKE TO BORE MIN 4' DEEP
SEE CRITICAL DEPTH FOR MORE INFO
IN: 1000EPR - ABC
6" HDPE SDR13.5

S56: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S57: 505' (P40-P41)
REIMBURSABLE
DUKE TO BORE 4' DEEP
IN: 1000EPR - ABC
6" HDPE SDR13.5

S58: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S59: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S60: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S61: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S62: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S63: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S64: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S65: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S66: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S67: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S68: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S69: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S70: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S71: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S72: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S73: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S74: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S75: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S76: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S77: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S78: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S79: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S80: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S81: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S82: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S83: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S84: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S85: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S86: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S87: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S88: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S89: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S90: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S91: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S92: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S93: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S94: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S95: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S96: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S97: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S98: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S99: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

S100: 73' (P4-P40)
REIMBURSABLE
ABAN: 2ALUG - A
CONDUIT

General Information

INDOT DES # 1301895
E 106TH ST & WESTFIELD BLVD
INTERSECTION IMPROVEMENT
CITY OF CARMEL
HAMILTON COUNTY, IN
CLAY TOWNSHIP

Work Order Information

Distribution Non-Reimbursable
Project Code MX4896332
Emax # 4896332
OU / Center V562/S431

Distribution Reimbursable
Project Code MX4136023
Emax # 54136023
OU / Center V562/S431

Circuit Information

Distribution
HOMEPLACE (40) / 244

Existing Downway
Proposed Downway
Distribution Line
Secondary Line
Overhead Light
Proposed / Existing Fuse

Duke Energy Legend

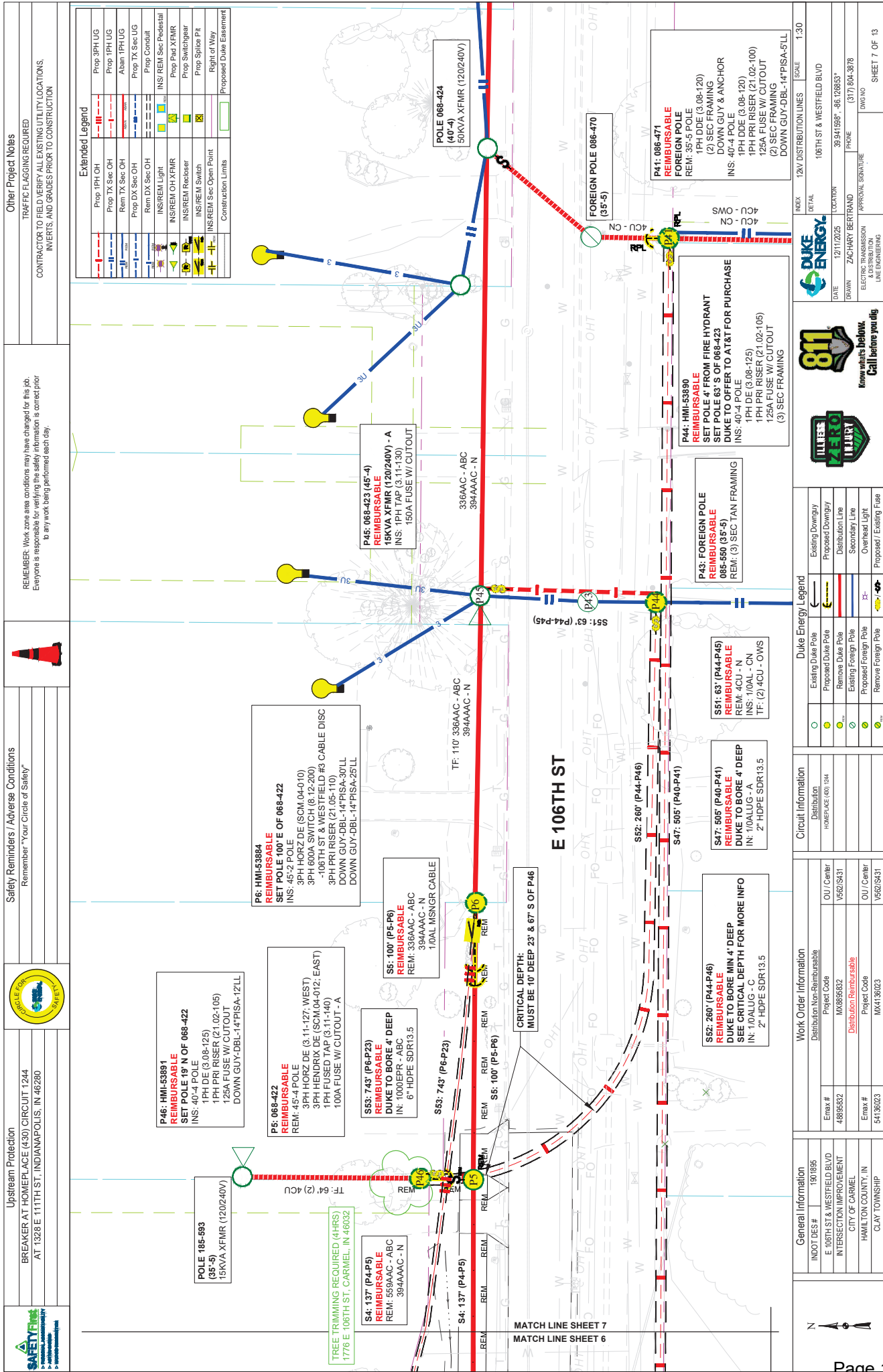
Existing Duke Pole
Proposed Duke Pole
Remove Duke Pole
Existing Foreign Pole
Proposed Foreign Pole
Remove Foreign Pole

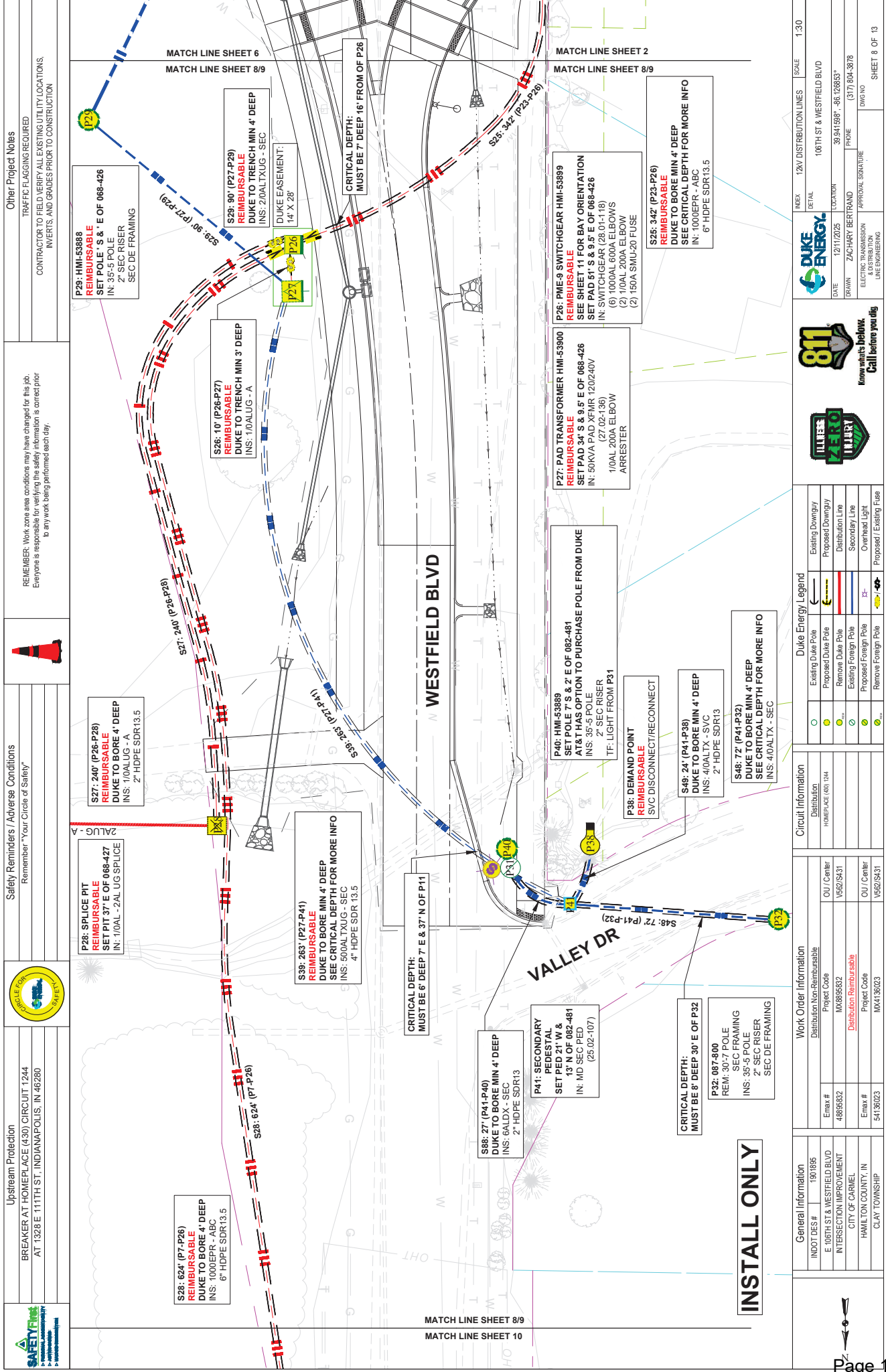
811
Know what's below
Call before you dig

DUKE ENERGY

DATE 12/11/2025
LOCATION 39.941589° -86.12853°
DRAWN ZACHARY BERTRAND
ELECTRICITY DISTRIBUTION
APPROVAL SIGNATURE
PHONE (317) 804-3878
JWG/NO

Scale 1"=20'
Sheet 6 OF 13





Upstream Protection

BREAKER AT HOMEPLACE (430) CIRCUIT 1244
AT 1328 E 11TH ST, INDIANAPOLIS, IN 46280

Safety Reminders / Adverse Conditions

Remember "Your Circle of Safety"

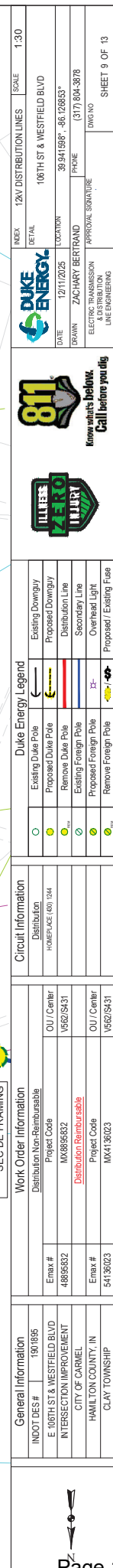
Other Project Notes

TRAFFIC FLAGGING REQUIRED
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS,
INVERTS, AND GRADES PRIOR TO CONSTRUCTION

REMEMBER: Work zone area conditions may have changed for this job.
Everyone is responsible for verifying the safety of the work area is correct prior
to any work being performed each day.

General Information		Work Order Information		Circuit Information		Duke Energy Legend		811		DUKE ENERGY		DRAWN		DATE		LOCATION		PHONE		APPROVAL SIGNATURE		SHEET 8 OF 13	
INDOT DES #	1301895	Project Code	Distribution Non-Reimbursable	Distribution	HOMEPLACE (430) 1244	Existing Duke Pole	Existing Downway					ZACHARY BERTRAND		12/11/2025		39.941588° - 86.128533°		(317) 804-3878		APPROVAL SIGNATURE		SHEET 8 OF 13	
E 10TH ST & WESTFIELD BLVD	INTERSECTION IMPROVEMENT	4893632	MX6895632	OU / Center	V562/S431	Proposed Duke Pole	Proposed Downway																
CITY OF CARMEL						Remove Duke Pole	Distribution Line					ZACHARY BERTRAND		12/11/2025		39.941588° - 86.128533°		(317) 804-3878		APPROVAL SIGNATURE		SHEET 8 OF 13	
HAMILTON COUNTY, IN						Existing Foreign Pole	Secondary Line																
CLAY TOWNSHIP						Proposed Foreign Pole	Overhead Light					ZACHARY BERTRAND		12/11/2025		39.941588° - 86.128533°		(317) 804-3878		APPROVAL SIGNATURE		SHEET 8 OF 13	
						Remove Foreign Pole	Proposed / Existing Fuse																

INSTALL ONLY



Upstream Protection

BREAKER AT HOMEPLACE (430) CIRCUIT 1244

AT 1328 E 11TH ST, INDIANAPOLIS, IN 46280

Safety Reminders / Adverse Conditions

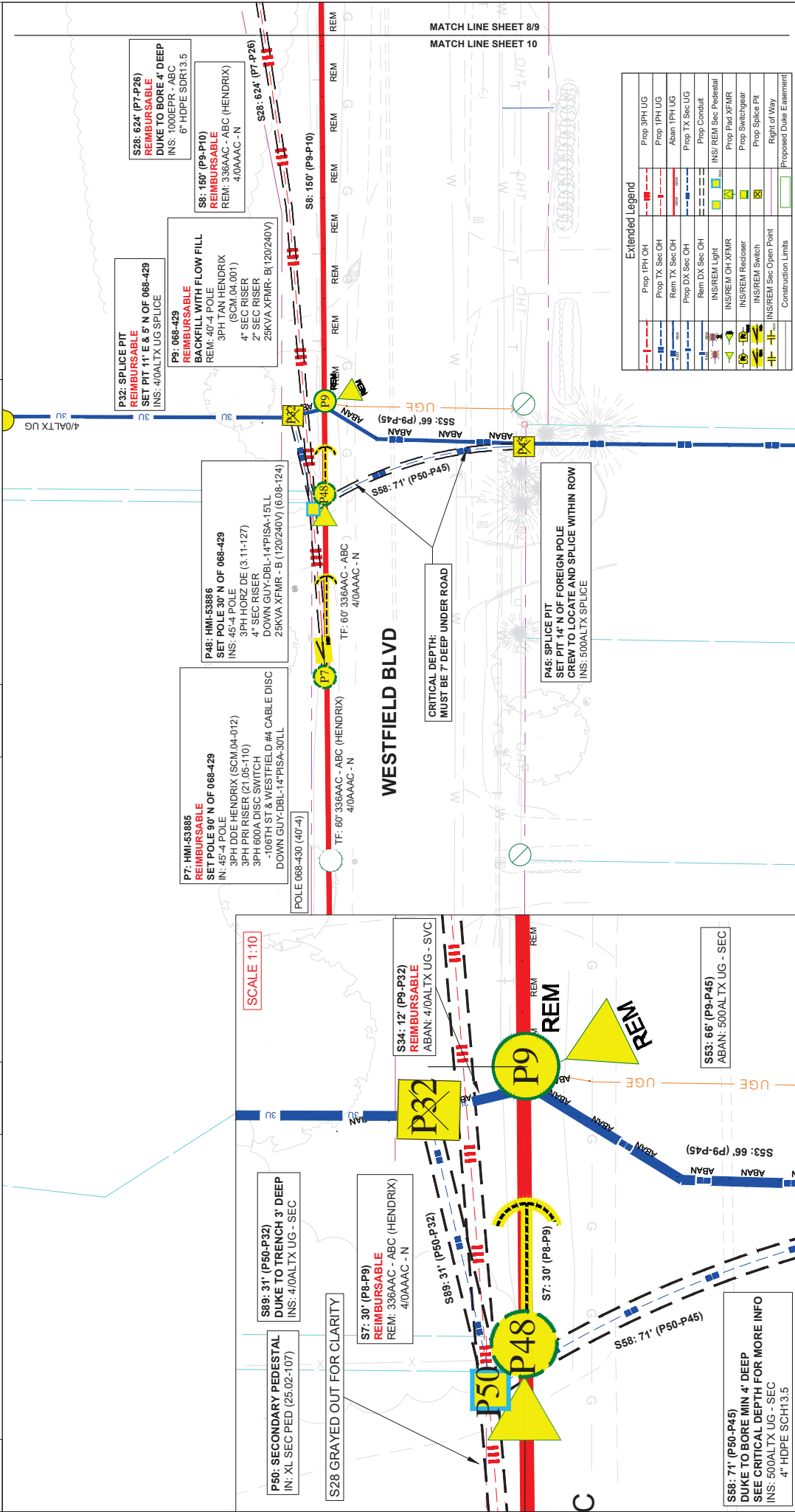
Remember "Your Circle of Safety"

Other Project Notes

TRAFFIC FLAGGING REQUIRED

CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION

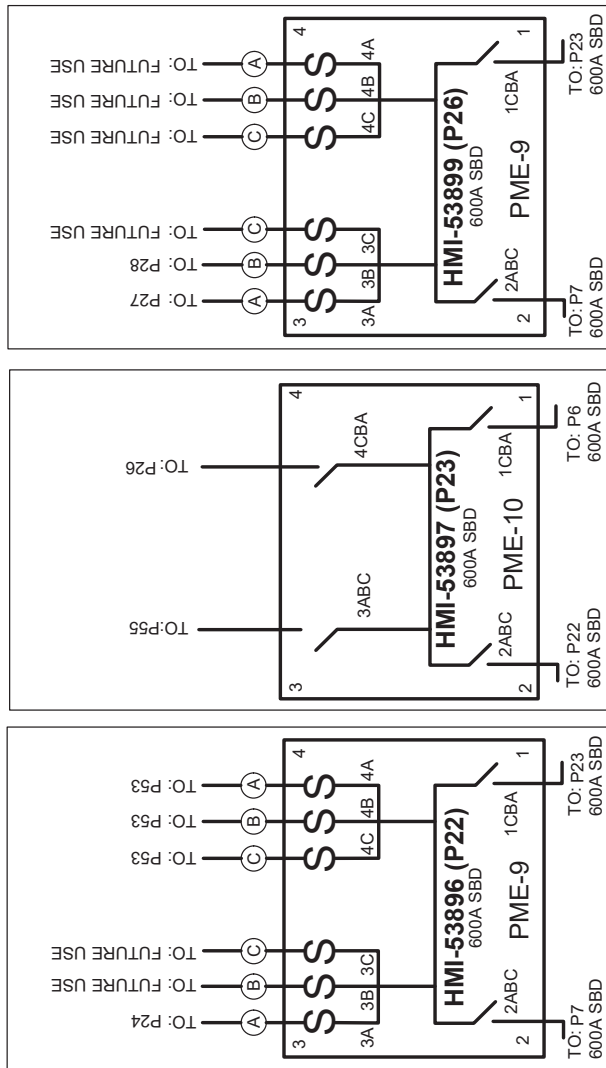
REMEMBER: Work zone area conditions may have changed for this job. Everyone is responsible for verifying the safety information is correct prior to any work being performed each day.



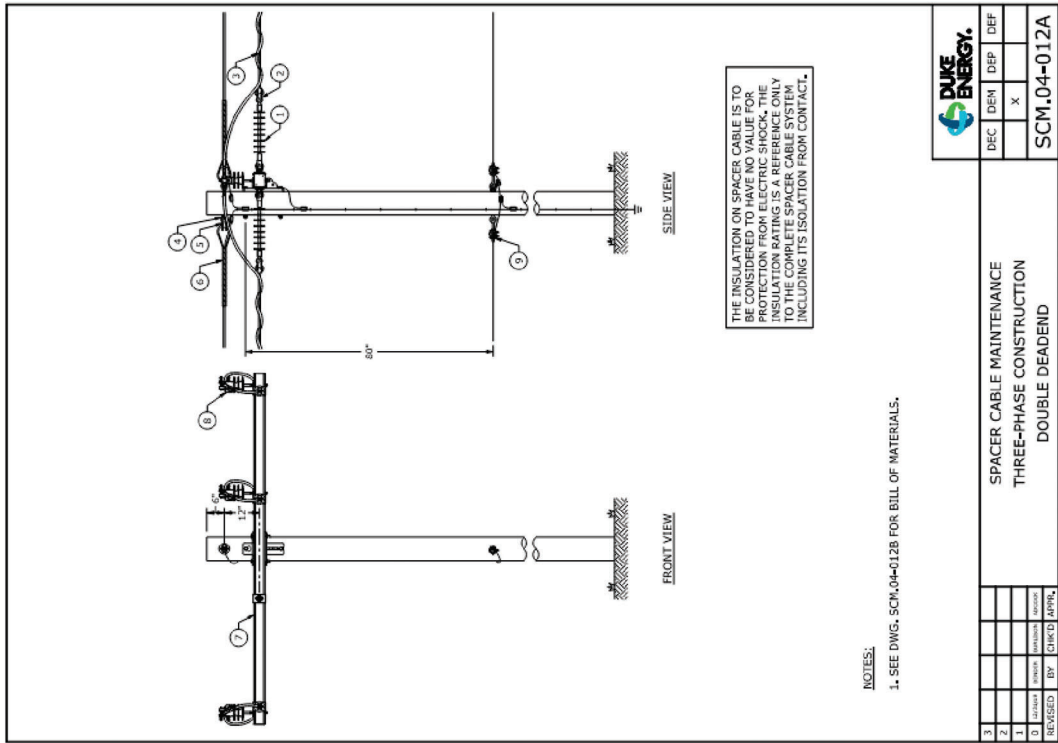
INDEX	12X DISTRIBUTION LINES	SCALE	1:30
DETAIL	106TH ST & WESTFIELD BLVD		
DATE	12/11/2025	LOCATION	39.941588° -86.128533°
DRAWN	ZACHARY BERTRAND	PHONE	(317) 804-3878
ELECTRICIAN	DUKE ENERGY	APPROVAL SIGNATURE	
LINE ENGINEER		DATE	
		SHEET	10 OF 13

DUKE ENERGY Legend	Circuit Information	Work Order Information	General Information
Existing Downguy Proposed Downguy Distribution Line Secondary Line Overhead Light Proposed / Existing Fuse	Distribution HOMEPLACE (400) 1244	Project Code MX4136023	INDOT DES # 1301895
Existing Duke Pole Proposed Duke Pole Remove Duke Pole Existing Foreign Pole Proposed Foreign Pole Remove Foreign Pole	OU / Center V562/S431	Emax # 4893832	E 106TH ST & WESTFIELD BLVD INTERSECTION IMPROVEMENT
		Project Code MX4136023	CITY OF CARMEL HAMILTON COUNTY, IN CLAY TOWNSHIP

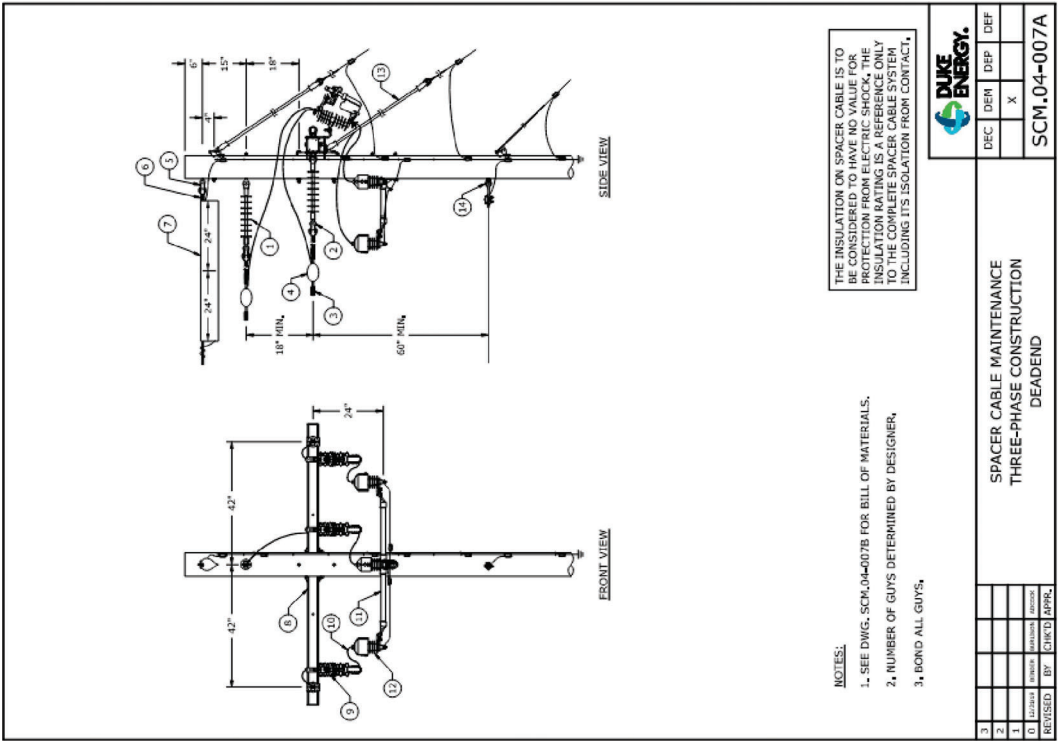
 SAFETY > ensure competency > minimize > save money	Upstream Protection			Safety Reminders / Adverse Conditions			REMEMBER: Work zone area conditions may have changed for this job. Everyone is responsible for verifying the safety information is correct prior to any work being performed each day.	Other Project Notes	
	BREAKER AT HOMEPLACE (430) CIRCUIT 1244 AT 1328 E 111TH ST, INDIANAPOLIS, IN 46280							TRAFFIC FLAGGING REQUIRED	
								CONTRACTOR TO FIELD & VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION	

[illegible]

	Upstream Protection BREAKER AT HOMEPLACE (430) CIRCUIT 1244 AT 1328 E 11TH ST, INDIANAPOLIS, IN 46280		Safety Reminders / Adverse Conditions Remember "Your Circle of Safety"		Other Project Notes TRAFFIC FLAGGING REQUIRED CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION
	REMEMBER: Work zone area conditions may have changed for this job. Everyone is responsible for verifying the safety information is correct prior to any work being performed each day.				



DUKE ENERGY	
DEC	DEF
X	
SCM-04-012A	
SPACER CABLE MAINTENANCE THREE-PHASE CONSTRUCTION DOUBLE DEADEND	
3	
2	
1	
0	
REVISED BY	CHWED JAWP



DUKE ENERGY	
DEC	DEF
X	
SCM-04-007A	
SPACER CABLE MAINTENANCE THREE-PHASE CONSTRUCTION DEADEND	
3	
2	
1	
0	
REVISED BY	CHWED JAWP

General Information INDOT DES # 1301895 E 106TH ST & WESTFIELD BLVD INTERSECTION IMPROVEMENT CITY OF CARMEL HAMILTON COUNTY, IN CLAY TOWNSHIP	Work Order Information Distribution Non-Reimbursable Project Code MX885632 Emax # 4893832 Distribution Reimbursable Project Code MX4136023 Emax # 54136023	Circuit Information Distribution HOMEPLACE (430) 1244 OU / Center V562/S431 OU / Center V562/S431	Duke Energy Legend <table border="1"> <tr> <td>Existing Downguy</td> <td>Existing Duke Pole</td> </tr> <tr> <td>Proposed Downguy</td> <td>Proposed Duke Pole</td> </tr> <tr> <td>Distribution Line</td> <td>Remove Duke Pole</td> </tr> <tr> <td>Secondary Line</td> <td>Existing Foreign Pole</td> </tr> <tr> <td>Overhead Light</td> <td>Proposed Foreign Pole</td> </tr> <tr> <td>Proposed / Existing Fuse</td> <td>Remove Foreign Pole</td> </tr> </table>	Existing Downguy	Existing Duke Pole	Proposed Downguy	Proposed Duke Pole	Distribution Line	Remove Duke Pole	Secondary Line	Existing Foreign Pole	Overhead Light	Proposed Foreign Pole	Proposed / Existing Fuse	Remove Foreign Pole
Existing Downguy	Existing Duke Pole														
Proposed Downguy	Proposed Duke Pole														
Distribution Line	Remove Duke Pole														
Secondary Line	Existing Foreign Pole														
Overhead Light	Proposed Foreign Pole														
Proposed / Existing Fuse	Remove Foreign Pole														
INDEX DETAIL DATE 12/11/2025 DRAWN ZACHARY BERTRAND ELECTRIC DESIGNER DISTRIBUTION LINE ENGINEERING	SCALE 1/2" = 1'	LOCATION 39.941589° -86.128653° PHONE (317) 804-3878	SHEET 12 OF 13												

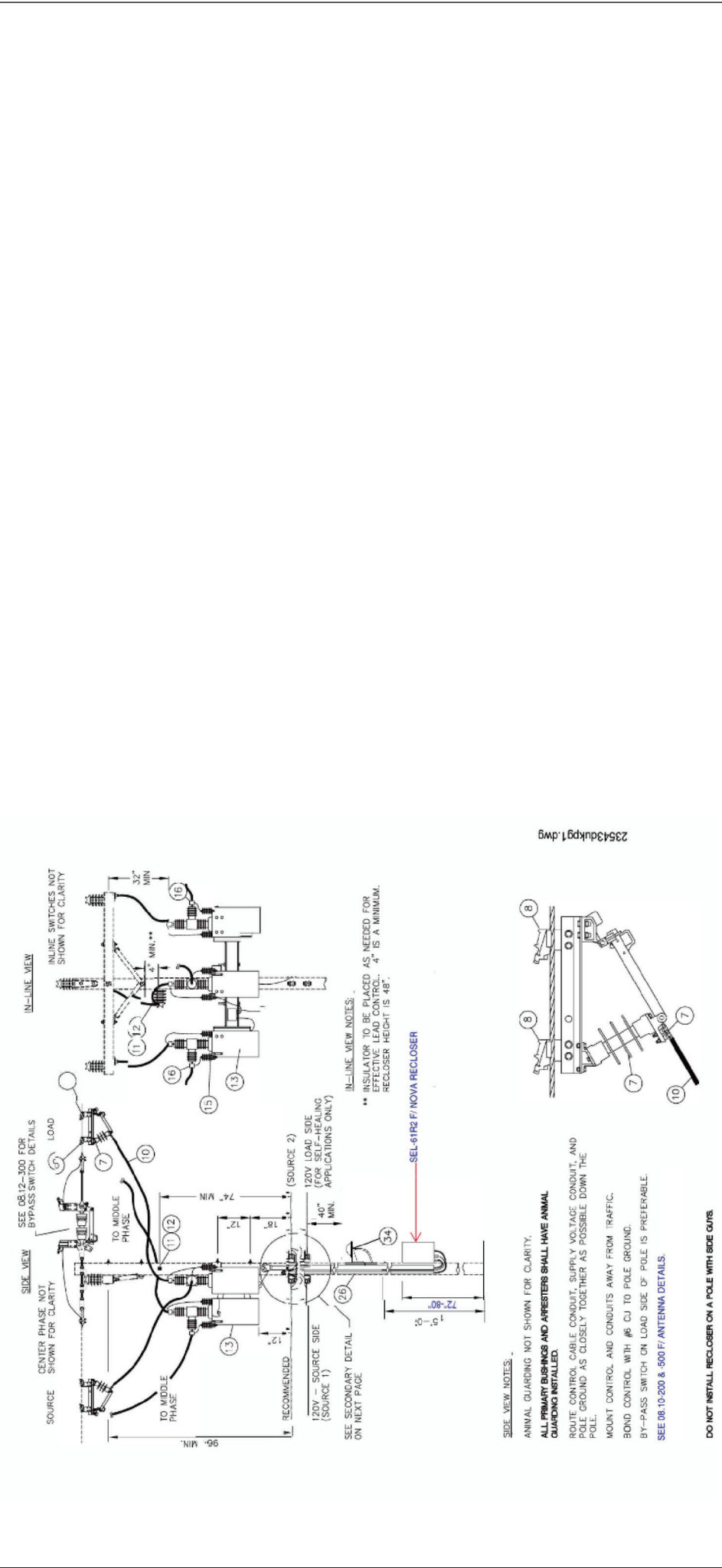
	Upstream Protection BREAKER AT HOMEPLACE (430) CIRCUIT 1244 AT 1328 E 11TH ST, INDIANAPOLIS, IN 46280		Safety Reminders / Adverse Conditions Remember "Your Circle of Safety"		Other Project Notes TRAFFIC FLAGGING REQUIRED CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION
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D - Engineering Standards

23543DUK

12kV Three-Phase Electronic Recloser (Cooper NOVA TS)



General Information INDOT DES # 1301895 E 10TH ST & WESTFIELD BLVD INTERSECTION IMPROVEMENT CITY OF CARMEL HAMILTON COUNTY, IN CLAY TOWNSHIP	Work Order Information Distribution Non-Reimbursable Project Code 4893632 Emax # MX895632 Distribution Reimbursable Project Code 54136023 Emax # V562/S431 OU / Center V562/S431	Circuit Information Distribution HOMEPLACE (430) 1244 OU / Center V562/S431 Distribution Reimbursable Project Code 54136023 Emax # V562/S431	Duke Energy Legend Existing Duke Pole Proposed Duke Pole Remove Duke Pole Existing Foreign Pole Proposed Foreign Pole Remove Foreign Pole Existing Downguy Proposed Downguy Distribution Line Secondary Line Overhead Light Proposed / Existing Fuse	811 Know what's below. Call before you dig. ILLINOIS 24/7 Know what's below. Call before you dig. DUKE ENERGY DATE 12/11/2025 DRAWN ZACHARY BERTRAND ELECTRICIAN DISTRIBUTION APPROVAL SIGNATURE PHONE (317) 804-3878 WORK NO SHEET 13 OF 13
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CUJ Estimate
Job Cost Summary
Sorted by: Site, Employee Name

Estimate Request: 13020061

Work Site: TD-IN

Master WO: 54136023

Estimate Version: 16

Estimated On: 12/12/2025

Design 54136023 - A for Work

WP (IN REDESIGN) CITY OF CARMEL DFS 1901895 @ 106TH ST

Design 54136023 - A for Work

At: 07:53:08 AM

By: MAXADMIN

Request Type: JOB

Estimate Type: DESIGN

Internal			External	Total
Labor Hours	Labor Hours - On Site:	1711.96		1711.96
	Labor Hours - Off Site:	0	0	0
	Total Labor Hours:	1711.96	0	1711.96
Costs	Labor Cost:	217102.85	0	217102.85
	Services Cost:		128852.13	128852.13
	Tools Cost:	0	0	0
Total Labor, Services, & Tools Cost:		217102.85	128852.13	345954.98
	New Material Cost:	216155.95	0	216155.95
	Less Salvage:	0		0
Total Material Cost:		216155.95	0	216155.95
Total Overheads:				186285.03
	Total Gross Cost:			748395.96
	Less Applied Contributions:			0
	Less OH Relocation Cost:			333673.86
	Total Net Cost:			414722.10
	Plus Total Deferred Cost:			0
Total Estimated Cost:				414722.10

Show Report Criteria



Date: **December 29, 2025**

Subject:

Utility Relocation Work Plan for:	Duke Energy
Facility Type:	Electric Distribution

Section 1: General Information

A. CITY OF CARMEL Project Information

1.	Des Number.:	1901895
2.	Route Number:	106th Street
3.	Location:	At Westfield BLVD in Hamilton Co.
4.	Work Type:	Relocation
5.	Letting Date:	10/25/2023
6.	Date Work Plan Needed:	07/13/2023
7.	Target Date for Utility to be out of conflict with CITY OF CARMEL Project:	
a	Intermediate Phase:	n/a
b	Intermediate Phase:	n/a

B. Utility Designated Contact – Information

1.	Designated Contact Name:	Zachary Bertrand
2.	Office telephone:	(317) 804-3878
3.	Mobile telephone:	
4.	Email address:	Zachary.m.bertrand@leidos.com
5.	Agency name:	Duke Energy
6.	Address:	100 S Mill Creek Rd
`	City, State, Zip Code:	Noblesville, IN 46062
8.	Construction Emergency Contact:	
	Name:	Zachary Bertrand
	Number:	(317) 804-3878

**** For Outage and Damage Issues please contact 1-800-521-2232 ****

- C. By signing here, the Utility has determined to the best of their ability that they do not have facilities within the project area:

Signature of Utility Representative

Print Name

Date

Note: A signature by the utility representative at item “(C)” fulfills the requirement to complete the rest of this form and affirms their contact information above is correct



D. CITY OF CARMEL Utility Coordinator Contact Information

1.	Utility Coordinator Name:	Chris Bowling
2.	Office Telephone:	317-436-4822
3.	Mobile Telephone:	317-658-8506
4.	Email Address:	C.Bowling@gaiconsultants.com
5.	Agency Name:	GAI Consultants
6.	Address:	9998 Crosspoint Boulevard, Suite 110
7.	City, State, Zip Code	Indianapolis, IN 46256

Section 2: A narrative description of the facility relocation that will be required. [IAC 13-3-3(c)]

A. Describe what types of existing active and inactive facilities are present.

There is an existing 12kv, 3-phase OH pole line along the north side of E 106th St from outside of the construction limits at STA 12+51 that continues east through the intersection of E 106th St and Westfield Blvd to outside of the construction limits at STA 29+00. There is an existing 12kv, 3-phase OH pole line on the East side of Westfield Blvd from outside of the construction limits at STA 306+80 that continues north through the intersection of E 106th St and Westfield Blvd to outside of the construction limits at STA 321+06.

There is an existing 12kV distribution UG tap on the north side of E 106th St at approximately STA 13+21 that continues northeast outside of construction limits.

There is an existing 120/240V secondary OH line crossing E 106th St from STA 14+83 to STA 15+60. This 120/240V secondary OH line continues on the north side of E 106th St from STA 14+83 to STA 17+03.

There is an existing 120/240V secondary UG line on the north side of E 106th St at approximately STA 17+03 that continues northeast outside of the construction limits. There is an existing 12kV distribution UG line on the north side of E 106th St at approximately STA 17+03 that continues northeast outside of the construction limits.

There are existing 120/240V secondary OH lines on the northeast corner of the intersection of E 106th St and Westfield Blvd from STA 20+37 to STA 20+80.

There is an existing 120/240V secondary OH line on the north side of E 106th St from STA 20+80 to STA 22+60.

There is an existing 12kV distribution UG line that crosses under E 106th St from approximately STA 23+80 to STA 23+50 that continues south outside of construction limits.

There is an existing 12kV distribution OH line on the north side of E 106th St at STA 25+20 that continues north outside of construction limits.

There is an existing 120/240V secondary OH line on the north side of E 106th St at STA 27+29 that continues northwest outside of the construction limits. There is an existing 120/240V secondary OH line crossing over E 106th St at STA 27+29 that continues south outside of the construction limits.



There is an existing 120/240V secondary UG line on the north side of E 106th St at approximately STA 28+40 that continues northwest outside of the construction limits. There is an existing 120/240V secondary OH line on the north side of E 106th St at STA 28+40 that continues north outside of the construction limits. There is an existing 120/240V secondary OH line on the north side of E 106th St from STA 28+40 to STA 28+90.

There is an existing 12kV distribution OH line that crosses over E 106th St from STA 28+90 to STA 28+58 and continues south outside of construction limits.

There is existing 120/240V secondary OH line on the east side of Westfield Blvd from STA 306+80 to STA 313+30. There is existing 120/240V secondary OH line at STA 306+80 that continues East outside of the construction limits. There is existing 120/240V secondary UG line at STA 306+80 that continues southeast outside of the construction limits.

There is existing 120/240V secondary OH line on the east side of Westfield Blvd at STA 310+60 that continues east outside of the construction limits. There is an existing 12kV distribution UG line that crosses under Westfield Blvd at approximately STA 310+60 that continues west outside of construction limits.

There is existing 120/240V secondary OH line on the east side of Westfield Blvd at STA 312+54 that continues east outside of the construction limits. This 120/240V secondary OH line continues south from approximately STA 312+54 to STA 312+14 and continues north approximately from STA 312+54 to STA 313+04.

There is existing 120/240V secondary OH line on the east side of Westfield Blvd from STA 314+58 to STA 317+50. This 120/240V secondary OH line crosses west over Westfield Blvd from STA 317+50 to STA 317+70 then crosses west over Valley Dr from STA 317+50 to STA 317+95.

There is an existing 120/240V secondary UG line on the southwest corner of the intersection of Westfield Blvd and Valley Dr at approximately STA 317+70 that continues west outside of the construction limits.

There is an existing 12kV distribution UG tap on the east side of Westfield Blvd at approximately STA 317+50 that continues east outside of construction limits.

There is an existing 120/240V UG line that crosses under Westfield Blvd at approximately STA 320+60 that continues west outside of construction limits. There is an existing 120/240V UG line at approximately STA 320+60 that continues east outside of construction limits.

Duke Energy is unable to confirm whether or not there are any underground, inactive Duke Energy facilities present. Regardless, any such inactive facilities should be considered abandoned in place, and therefore, subject to neither removal nor preservation by Duke Energy.



B. Describe the location of existing active and inactive facilities.

There is an existing 12kv, 3-phase OH pole line along the north side of E 106th St from outside of the construction limits at STA 12+51 that continues east through the intersection of E 106th St and Westfield Blvd to outside of the construction limits at STA 29+00. There is an existing 12kv, 3-phase OH pole line on the East side of Westfield Blvd from outside of the construction limits at STA 306+80 that continues north through the intersection of E 106th St and Westfield Blvd to outside of the construction limits at STA 321+06.

There is an existing 12kV distribution UG tap on the north side of E 106th St at approximately STA 13+21 that continues northeast outside of construction limits.

There is an existing 120/240V secondary OH line crossing E 106th St from STA 14+83 to STA 15+60. This 120/240V secondary OH line continues on the north side of E 106th St from STA 14+83 to STA 17+03.

There is an existing 120/240V secondary UG line on the north side of E 106th St at approximately STA 17+03 that continues northeast outside of the construction limits. There is an existing 12kV distribution UG line on the north side of E 106th St at approximately STA 17+03 that continues northeast outside of the construction limits.

There are existing 120/240V secondary OH lines on the northeast corner of the intersection of E 106th St and Westfield Blvd from STA 20+37 to STA 20+80.

There is an existing 120/240V secondary OH line on the north side of E 106th St from STA 20+80 to STA 22+60.

There is an existing 12kV distribution UG line that crosses under E 106th St from approximately STA 23+80 to STA 23+50 that continues south outside of construction limits.

There is an existing 12kV distribution OH line on the north side of E 106th St at STA 25+20 that continues north outside of construction limits.

There is an existing 120/240V secondary OH line on the north side of E 106th St at STA 27+29 that continues northwest outside of the construction limits. There is an existing 120/240V secondary OH line crossing over E 106th St at STA 27+29 that continues south outside of the construction limits.

There is an existing 120/240V secondary UG line on the north side of E 106th St at approximately STA 28+40 that continues northwest outside of the construction limits. There is an existing 120/240V secondary OH line on the north side of E 106th St at STA 28+40 that continues north outside of the construction limits. There is an existing 120/240V secondary OH line on the north side of E 106th St from STA 28+40 to STA 28+90.

There is an existing 12kV distribution OH line that crosses over E 106th St from STA 28+90 to STA 28+58 and continues south outside of construction limits.

There is existing 120/240V secondary OH line on the east side of Westfield Blvd from STA 306+80 to STA 313+30. There is existing 120/240V secondary OH line at STA 306+80 that continues East outside of the construction limits. There is existing 120/240V secondary UG line at STA 306+80 that continues southeast outside of the construction limits.



There is existing 120/240V secondary OH line on the east side of Westfield Blvd at STA 310+60 that continues east outside of the construction limits. There is an existing 12kV distribution UG line that crosses under Westfield Blvd at approximately STA 310+60 that continues west outside of construction limits.

There is existing 120/240V secondary OH line on the east side of Westfield Blvd at STA 312+54 that continues east outside of the construction limits. This 120/240V secondary OH line continues south from approximately STA 312+54 to STA 312+14 and continues north approximately from STA 312+54 to STA 313+04.

There is existing 120/240V secondary OH line on the east side of Westfield Blvd from STA 314+58 to STA 317+50. This 120/240V secondary OH line crosses west over Westfield Blvd from STA 317+50 to STA 317+70 then crosses west over Valley Dr from STA 317+50 to STA 317+95.

There is an existing 120/240V secondary UG line on the southwest corner of the intersection of Westfield Blvd and Valley Dr at approximately STA 317+70 that continues west outside of the construction limits.

There is an existing 12kV distribution UG tap on the east side of Westfield Blvd at approximately STA 317+50 that continues east outside of construction limits.

There is an existing 120/240V UG line that crosses under Westfield Blvd at approximately STA 320+60 that continues west outside of construction limits. There is an existing 120/240V UG line at approximately STA 320+60 that continues east outside of construction limits.

Duke Energy is unable to confirm whether or not there are any underground, inactive Duke Energy facilities present. Regardless, any such inactive facilities should be considered abandoned in place, and therefore, subject to neither removal nor preservation by Duke Energy.

C. Describe what will be done with existing active and inactive facilities.

A section of the existing 12kV 3PH OH line along the north side of E 106th St will be removed from STA 18+75 to STA 26+20. The existing 12kV 3PH OH line on the east side of Westfield Blvd will be removed from STA 307+15 to STA 320+90.

The existing 12kV 3PH UG line crossing Westfield Blvd east to west at STA 310+35 will be abandoned. The existing 7kV 1PH UG line crossing E 106th St from north to south at STA 23+75 will be abandoned. The 7kV 1PH UG line on the east side of Westfield Blvd at STA 317+50 that extends from pole 068-427 to ROW will be abandoned.

The existing 7.2kV 1PH tap at Sta 25+25 on the north side of E 106th St to the north will be removed 20' north of the pole line.

The existing 120/240V OH lines on the east side of Westfield Blvd will be removed from STA 18+75 to STA 26+20. The existing 120/240V OH lines on the north side of E 106th St will be removed from STA 20+35 to STA 22+60. The existing 120/240V OH lines crossing E 106th St from north to south at STA 27+25 will be removed. The existing 120/240V OH lines crossing Westfield from east to west at STA 317+75 will be removed. The existing 120/240V OH lines crossing Valley Dr will be removed.

All other existing facilities will remain in place.



Duke Energy is unable to confirm whether or not there are any underground, inactive Duke Energy facilities present. Regardless, any such inactive facilities should be considered abandoned in place, and therefore, subject to neither removal nor preservation by Duke Energy.

PLEASE REFER TO THE OSHA WEBSITE FOR ALL CLEARANCE REQUIREMENTS BASED ON THE VOLTAGE OF OUR LINES LISTED ABOVE.

http://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=19

WARNING: ANY ORANGE OR YELLOW COVER-UP THAT DUKE ENERGY WOULD PLACE ON THE DISTRIBUTION LINE WOULD BE FOR VISUAL IDENTIFICATION ONLY AND WILL NOT PROTECT AGAINST THE TRAVEL OF ELECTRICITY, THEREFORE ALL WIRES WOULD BE CONSIDERED BARE, UNINSULATED, AND ENERGIZED AT ALL TIMES.

IF THE CONTRACTOR WOULD LIKE VISUAL COVER INSTALLED ON THE DISTRIBUTION WIRES, THEY WILL NEED TO CONTACT THE DUKE ENERGY CALL CENTER FOR SCHEDULING AT 1.800.521.2232, MONDAY THROUGH FRIDAY FROM 7A TO 7P OR ON SATURDAY FROM 8A TO 1P.

D. Describe the details of the proposed new facilities.

A new 12.47/7.2kV 3PH UG line will be installed crossing E 106th St from the north to the SW corner of the intersection of Westfield Blvd & E 106th St and will continue south along ROW on the west side of Westfield Blvd to STA 307+75 to the first switch gear. There will be an underground transition installed at STA 18+65 tying into the existing line. The line will continue underground to STA 307+15 where it transitions back to overhead tying into the existing line.

At STA 307+75 a switchgear will be installed on the west side of Westfield Blvd. From the first switchgear a 12.47/7.2kV UG 3PH line will be installed north along the west side of Westfield Blvd and will turn east crossing Westfield Blvd at STA 312+60 to a second switchgear on the SE corner of the intersection of Westfield Blvd & 106th St. From the first switch gear a 12.47/7.2kV UG 3PH line will be installed north along the west side of Westfield Blvd where it will splice into an existing UG line at STA 310+75. A new 12.47/7.2kV UG 3PH line will be installed crossing Westfield Blvd from STA 307+75 to STA 307+15.

From the second switchgear a new 12.47/7.2kV UG 3PH line will be installed crossing Westfield Blvd at STA 312+60 to the west and will turn north to continue along ROW. This line will turn east to cross Westfield Blvd at STA 316+00 to a third switch gear at STA 316+50. From the second switch gear a new 12.47/7.2kV UG 3PH line will be installed that runs north crossing E 106th St at STA 21+25 and turns east to continue along the north side of 106th St where it will transition to overhead at STA 26+25. From the second switch gear a new 7.2kV 1PH UG line will be installed east to a pad transformer.

From the third switchgear a new 12.47/7.2kV UG 3PH will be installed on the east side of Westfield Blvd that runs north along the ROW where it will transition to overhead at STA 321+50. From the second switchgear a new 7.2kV UG 1PH line will be installed running north along ROW to be spliced into the existing UG line at STA 317+60 within ROW.

A new 7.2kV OH 1PH tap will be installed crossing E 106th St at STA 27+30.

A new 7.2kV 1PH UG tap will be installed on the south side of E 106th St from STA 28+50 where it will be spliced into existing along ROW at STA 23+50. A new 7.2kV UG 1PH tap will be installed on the south side of E 106th St from STA 27+30 where it will cross E 106th St to a new pole on the north side of E 106th St.

A new 120/240V OH line will be installed crossing E 106th St at STA 27+30.



A new 120/240V UG line will be installed from the transformer on the SE corner of the intersection of Westfield Blvd & E 106th St SE to the existing pole on customer property. A new 120/240V UG line will be installed from the second switchgear on the SE corner of the intersection of Westfield Blvd & E 106th St that will continue south along the east side of Westfield Blvd to STA 310+65 where it will transition to overhead and continue east to an existing pole on customer property. A new 120/240V UG line will be installed from the transformer at STA 316+65 where it will run north on east side of Westfield Blvd crossing the road to the SW corner of the intersection of Westfield Blvd & Valley Dr where a secondary pedestal will be placed. From the secondary pedestal, 120/240V UG lines will extend SE to a new light pole, SW to a service point, and NW to an existing pole on the north side of Valley Drive.

A new 120/240V UG line will be installed on the east side of Westfield Blvd at STA 316+60 south to a secondary pedestal at STA 315+05. A new temporary pole will be placed at the base of the pedestal to provide a temporary service to pole 068-420. These poles will remain after Duke construction is completed to provide services until road construction is started.

E. Describe the proposed location of the new facilities.

A new 12.47/7.2kV 3PH UG line will be installed crossing E 106th St from the north to the SW corner of the intersection of Westfield Blvd & E 106th St and will continue south along ROW on the west side of Westfield Blvd to STA 307+75 to the first switch gear. There will be an underground transition installed at STA 18+65 tying into the existing line. The line will continue underground to STA 307+15 where it transitions back to overhead tying into the existing line.

At STA 307+75 a switchgear will be installed on the west side of Westfield Blvd. From the first switchgear a 12.47/7.2kV UG 3PH line will be installed north along the west side of Westfield Blvd and will turn east crossing Westfield Blvd at STA 312+60 to a second switchgear on the SE corner of the intersection of Westfield Blvd & 106th St. From the first switch gear a 12.47/7.2kV UG 3PH line will be installed north along the west side of Westfield Blvd where it will splice into an existing UG line at STA 310+75. A new 12.47/7.2kV UG 3PH line will be installed crossing Westfield Blvd from STA 307+75 to STA 307+15.

From the second switchgear a new 12.47/7.2kV UG 3PH line will be installed crossing Westfield Blvd at STA 312+60 to the west and will turn north to continue along ROW. This line will turn east to cross Westfield Blvd at STA 316+00 to a third switch gear at STA 316+50. From the second switch gear a new 12.47/7.2kV UG 3PH line will be installed that runs north crossing E 106th St at STA 21+25 and turns east to continue along the north side of 106th St where it will transition to overhead at STA 26+25. From the second switch gear a new 7.2kV 1PH UG line will be installed east to a pad transformer.

From the third switchgear a new 12.47/7.2kV UG 3PH will be installed on the east side of Westfield Blvd that runs north along the ROW where it will transition to overhead at STA 321+50. From the second switchgear a new 7.2kV UG 1PH line will be installed running north along ROW to be spliced into the existing UG line at STA 317+60 within ROW.

A new 7.2kV OH 1PH tap will be installed crossing E 106th St at STA 27+30.

A new 7.2kV 1PH UG tap will be installed on the south side of E 106th St from STA 28+50 where it will be spliced into existing along ROW at STA 23+50. A new 7.2kV UG 1PH tap will be installed on the south side of E 106th St from STA 27+30 where it will cross E 106th St to a new pole on the north side of E 106th St.

A new 120/240V OH line will be installed crossing E 106th St at STA 27+30.



A new 120/240V UG line will be installed from the transformer on the SE corner of the intersection of Westfield Blvd & E 106th St SE to the existing pole on customer property. A new 120/240V UG line will be installed from the second switchgear on the SE corner of the intersection of Westfield Blvd & E 106th St that will continue south along the east side of Westfield Blvd to STA 310+65 where it will transition to overhead and continue east to an existing pole on customer property. A new 120/240V UG line will be installed from the transformer at STA 316+65 where it will run north on east side of Westfield Blvd crossing the road to the SW corner of the intersection of Westfield Blvd & Valley Dr where a secondary pedestal will be placed. From the secondary pedestal, 120/240V UG lines will extend SE to a new light pole, SW to a service point, and NW to an existing pole on the north side of Valley Drive.

A new 120/240V UG line will be installed on the east side of Westfield Blvd at STA 316+60 south to a secondary pedestal at STA 315+05. A new temporary pole will be placed at the base of the pedestal to provide a temporary service to pole 068-420. These poles will remain after Duke construction is completed to provide services until road construction is started.

- F. By signing here, the Utility has determined to the best of their ability that they have facilities within the project area and the facilities are not in conflict with the project based upon the plans received on March 31st, 2023.

Signature of Utility Representative

Print Name

Date

Note: A signature by the utility representative at item "(F)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct.

Section 3: A statement whether the facility relocation is or is not dependent on the acquisition of additional property interests with a description of that work. [IAC 13-3-3(c) (2) (B)]

- (A) Duke Energy must have acquired all ROW, RR, State or Federal permits before relocation construction begins.**
- (B) Duke Energy must have acquired all private "possessory rights" needed for the approved relocation plan before relocation construction begins.**
- (C) Duke Energy will be acquiring easements for the said project.**

Section 4: A statement whether the utility is or is not willing to allow the CITY OF CARMEL contractor to do the required work as part of the highway contract. [IAC 13-3-3(c) (3)]

Duke Energy Indiana is not willing to have a CITY OF CARMEL contractor perform the required relocation.



Section 5: From the date the work plan is approved by both parties; please provide the Utility's pre-construction scheduling information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

A.	The expected lead time in calendar days to obtain required permits:	60 Days
B.	The expected lead time in calendar days to obtain materials:	180 Days
C.	The expected lead time in calendar days to schedule work crews (Scheduling is not included within the Pre-Construction Activity time line below):	60 Days (Minimum)
D.	If the contractor is being selected by competitive bid what is the date of selection?	Not Applicable
E.	The expected lead time in calendar days to obtain new property interests:	CITY OF CARMEL to obtain all ROW
F.	The earliest date when the utility could begin to implement the pre-construction activities of the work plan:	Material Reservation Contingent on Work Plan Approval. Scheduling Contingent on Notice to Proceed
G.	The total number of calendar days for pre-construction activities (accounting for concurrent activities) and not including Scheduling of Construction crews:	180 Days

Section 6: The Utility Construction Scheduling Information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

- A. A statement whether the facility relocation is or is not dependent on work to be done by another utility with a description of that work. [IAC 13-3-3(c)(2)(A)(i)]

The removal of Duke Energy's pole(s) is dependent upon the removal of attachers to our poles. The attachers must remove their facilities before the existing poles can be removed. The existing attachers to our poles on this project are:

- (1) **TELE, with a description of the required work:**
Contact all the onsite utilities for their proposed relocation plans
 - 1. **AT&T (ILEC)**
- (2) **CATV, with a description of the required work:**
Contact all the onsite utilities for their proposed relocation plans
 - 1. **Brighthouse Networks Fiber (Spectrum)**
- (3) **FIBER(S), with a description of the required work:**
Contact all the onsite utilities for their proposed relocation plans
 - 1. **Brighthouse Networks Fiber (Spectrum)**
 - 2. **Windstream KDL**
 - 3. **Fibertech Networks LLC**
 - 4. **Level 3 (CenturyLink)**

If the existing attacher is transferring their facilities to our new poles, the existing attacher's construction schedule may begin only after Duke Energy's relocation construction is completed. Duke Energy has no control over the start date or finish date for attachers vacating our existing poles.

- B. A statement whether the facility relocation is or is not dependent on work to be done by CITY OF CARMEL or the CITY OF CARMEL's contractor with a description of that work. [IAC 13-3- 3(c)(2)(A)(ii)]

Work item A

CITY OF CARMEL will give written notice to Duke Energy that all "possessory rights" have been acquired for the entire length of the approved work plan area before relocation construction begins.



Work item B

CITY OF CARMEL will work closely with Duke Energy to safely clear all trees, shrubs and structures (from sky to ground) at CITY OF CARMEL's cost, for the entire length of the approved relocation plan area, including areas sufficiently beyond the construction limits to accommodate the approved relocation work plan before relocation construction begins.

Work item C

CITY OF CARMEL will notify Duke Energy after staking (A or B):

A. CITY OF CARMEL ROW limits every 100 ft with station identification before relocation construction begins.

i. Duke Energy will need the proposed storm staked between STA#'s:

- a. 23+45 and 23+55
- b. 310+50 and 310+70
- c. 312+40 and 312+80
- d. 317+40 and 317+60 (proposed and existing)
- e. 317+50 and 317+75 (on the south side of Valley Dr)
- f. 317+75 and 317+95 (on the north side of Valley Dr)

ii. Duke Energy will need the existing sanitary staked between STA#'s:

- a. 317+50 and 317+75 (on the south side of Valley Dr)
- b. 317+75 and 317+95 (on the north side of Valley Dr)
- c. 320+50 and 320+70

iii. Duke Energy will need the proposed sidewalk and curb staked between STA#'s:

- a. 310+50 and 310+70

iv. Duke Energy will need the proposed retention/detention pond staked on the SE corner of the intersection of Westfield Blvd & E 106th St.

~~**B. Station and offset identification provided by Duke Energy for each Duke Energy facility before location construction begins.**~~

Work item D

CITY OF CARMEL will provide signed copies of all reimbursement agreements before Relocation construction begins.

Work item E

CITY OF CARMEL will provide Duke Energy a "Signed" work plan on or before as the ready for contracts date.

Work item F

CITY OF CARMEL will provide Duke Energy a "Letter to Proceed" on or before the ready for contracts date but no event later than the required pre-construction lead time prescribed in Sections 5 F & G.

In the event that Duke Energy Indiana decides to hold, protect or guard its installed facilities before, after or during relocation construction, for the safe installation of another facility or utility, Duke Energy Indiana will notify CITY OF CARMEL immediately. Because time is of the essence, CITY OF CARMEL and Duke Energy Indiana agree to work together to minimize costs and delays for all parties involved, and Duke Energy Indiana agrees to not proceed until an agreement is reached with CITY OF CARMEL regarding reimbursement of Duke Energy Indiana's costs for holding protecting or guarding its facilities.



- C. How many calendar days after the events identified in Sec 6 A and B are completed can the utility begin construction:

Absent an agreement expediting the work between CITY OF CARMEL and Duke Energy Indiana, the earliest date when Duke Energy Indiana could begin construction.

- 1.) If CITY OF CARMEL ROW staking and clearing is contained in CITY OF CARMEL's construction contract, Duke Energy Indiana will begin construction within 60 days after Duke Energy Indiana has received from CITY OF CARMEL both a "Notice to Proceed" (confirming the staking and clearing has been completed) and a fully executed Work Plan.

If CITY OF CARMEL ROW staking and clearing is let as a separate contract, Duke Energy Indiana will begin construction within 60 days after Duke Energy Indiana has received from CITY OF CARMEL both a "Notice to Proceed" (confirming the staking and clearing has been completed) and a fully executed Work Plan.

If at any time within 120 days from the most current published letting date, CITY OF CARMEL changes the letting date by more than fourteen (14) days, Duke Energy Indiana reserves the right upon written notice sent by mail to CITY OF CARMEL, to provide to CITY OF CARMEL a revised work plan within 60 days from the date Duke Energy Indiana is notified of the change.

- D. The number of calendar days to complete the relocation work: **160 Days**

Section 7: A drawing of sufficient detail with station, offset, elevations, and scale to show the proposed location of the facility relocation, which takes precedence over the narrative description of the work. [IAC 13-3-3(c) (6)].

See Exhibit A.

Section 8: For each work plan the utility shall include a cost estimate for the facility relocation. For reimbursable work the estimate will identify betterment and salvage, which is not reimbursable. [IAC 13-3-3(d)]

See Exhibit B.

Section 9: For work the utility is entitled to be compensated by the Department, the work plan shall include documentation of property interests and compensable land rights. [IAC 13-3-3(d)]

Not Applicable.



Section 10: The implementation of this approved work plan is dependent upon the issuance of: (a notice to proceed will be provided when items in Section 6 are accomplished)

Items Completed	Yes	Not Applicable
An executed reimbursement agreement with CITY OF CARMEL:	☒	☐
A relocation permit from CITY OF CARMEL:	☒	☐

(Note: Double-click on box in Yes or NA to mark it with an "X")

Submitter Signature

December 29, 2025

Date

Brynn Streeter

Submitter Name Printed



CITY OF CARMEL use only below this point ----- CITY OF CARMEL use only below this point

The following sections are to be used by CITY OF CARMEL personnel to review the utility relocation work plan.

Section 11: The Department shall review the work plan to ensure that it: [IAC 13-3-3(e)]

Description	Yes	No	Initials
(1.a) is compatible with department permit requirements	☐	☐	
(1.b) is compatible with the project plans	☐	☐	
(1.c) is compatible with the construction schedule	☐	☐	
(1.d) is compatible with other utility relocation work plans	☐	☐	
(2.a) has reasonable relocation scheme	☐	☐	
(2.b) has a reasonable cost for compensable work	☐	☐	

(Note: Double-click on box under Yes or No to mark it with an "X")

Comments on any sections (1.a – 2.b) that were marked No:

Reviewer Signature

Date

Reviewer Name Printed

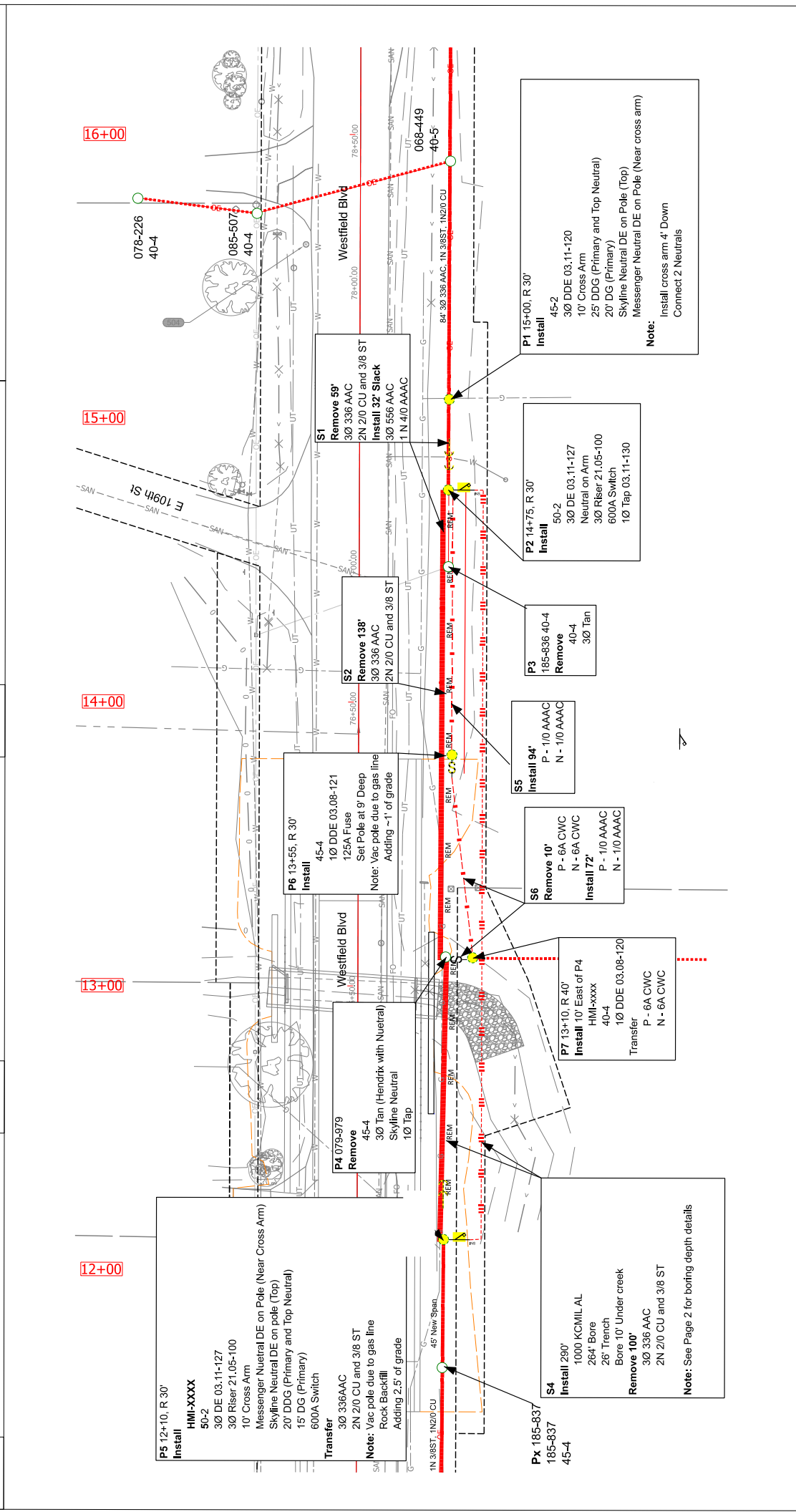
Section 12: Approved Work Plan. [IAC 13-3-3(f)]

I have reviewed the work plan and found it acceptable.

Project Manager Signature

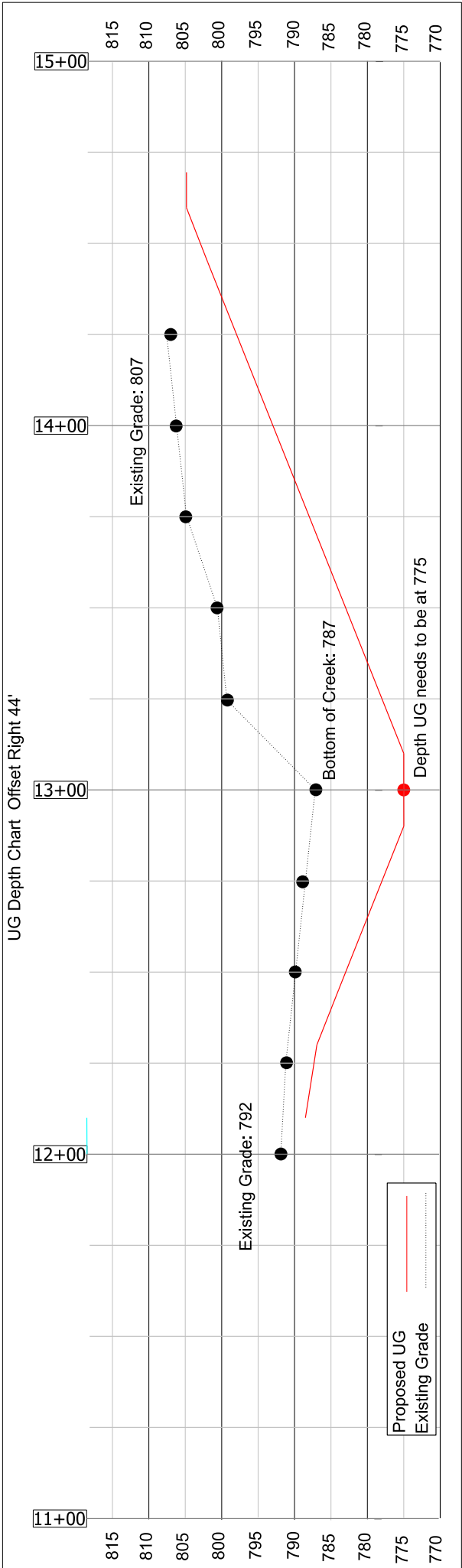
Date

Project Manager Name Printed



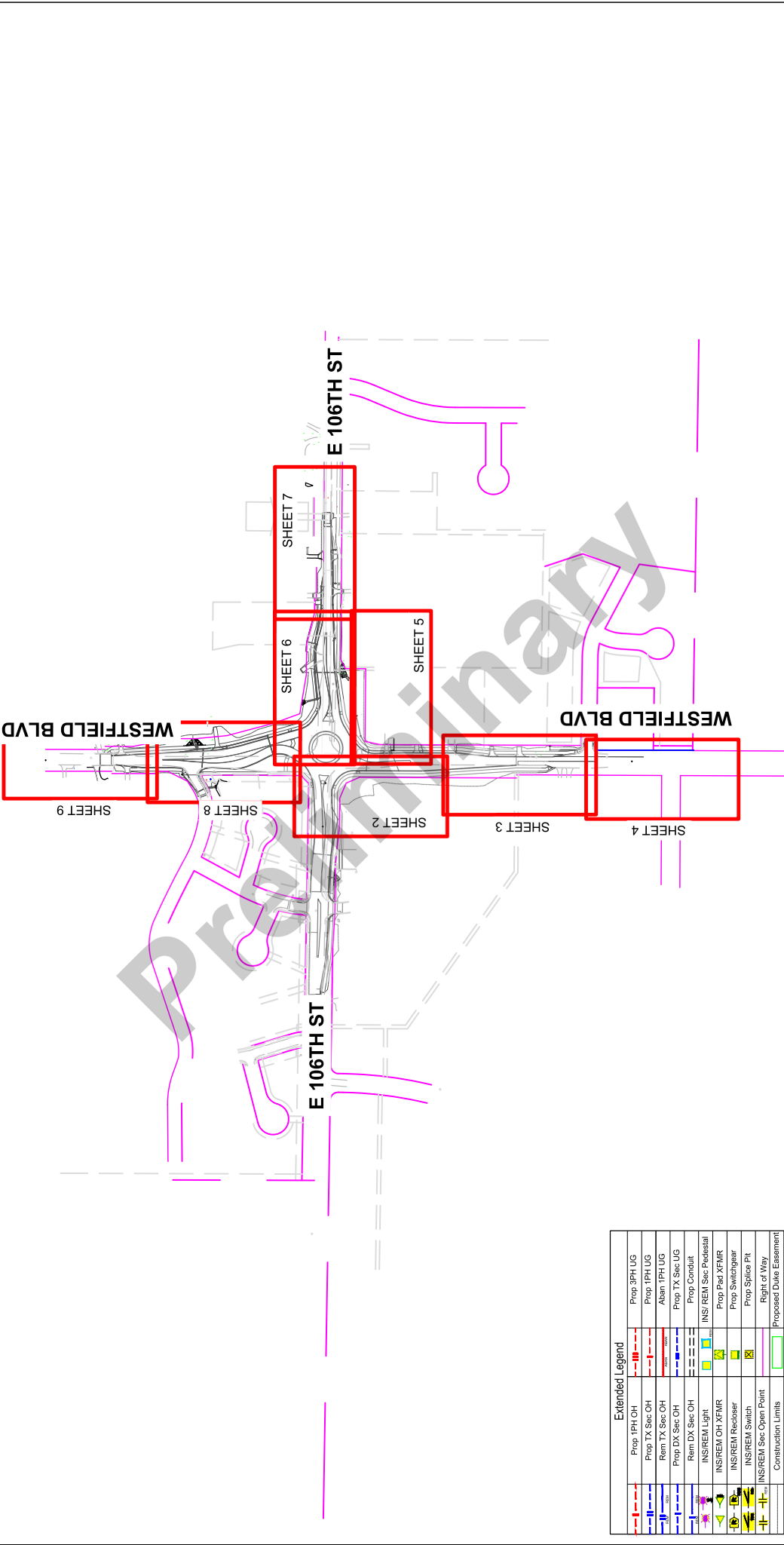
General Information		Circuit Information		Duke Energy Legend (Existing facilities are shown, Proposed are depicted by yellow fill, Distributor Secondary Line styles vary, color is identifier)						EXHIBIT A Westfield Blvd Trail/Small Structure	
INDOT DES #		Distribution Only		Circuit Pole Downway Switch		DATE		LOCATION		PHONE	
1244 Circuit		Homestead 430		Foreign Pole		Overhead Transformer		2/6/2025		39.944846, -86.126827	
Westfield Blvd Trail/Small Structure		Work Order Information		Distribution Line 4-35 kV		Pad mounted Transformer		DOWN		Zach Lewis	
Carmel, IN		Project Code		Secondary Line < 600 V		Pad for equipment		APPROVAL SIGNATURE		ELECTRIC DISTRIBUTION LINE ENGINEER	
Clay Township		Maximo #		Transmission Line >35 kV		Recluser		APPROVAL SIGNATURE		ELECTRIC DISTRIBUTION LINE ENGINEER	
		V562/S431						DWG NO		SHEET 1 OF 2	
		XX454569									

	Upstream Protection		REMEMBER: Work zone area conditions may have changed for this job. Everyone is responsible for verifying the safety information is correct prior to any work being performed each day.	Other Project Notes
	Breaker in Substation			
	Homeplace 1328 E 11th St Indianapolis IN 46280			



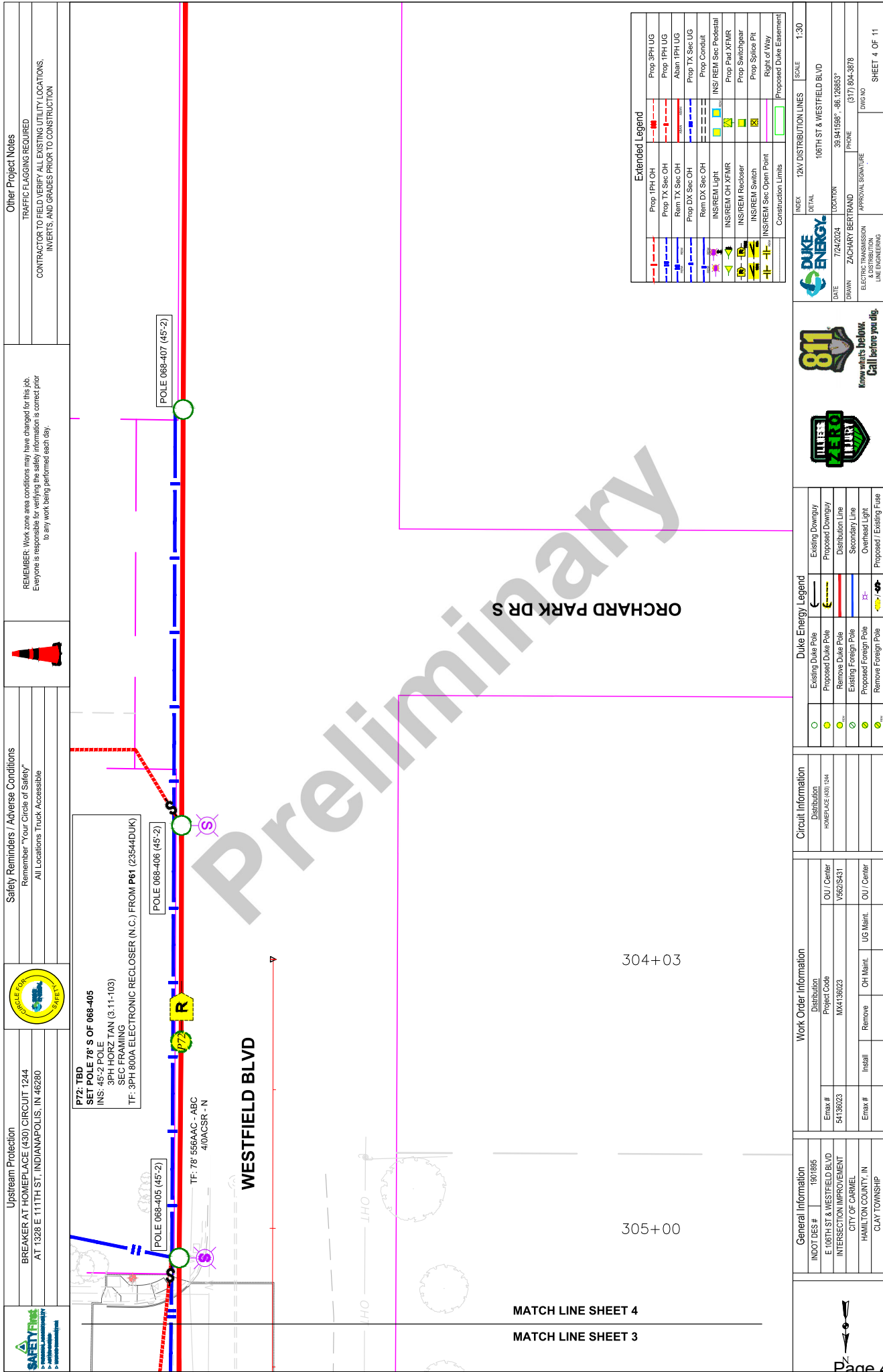
General Information INDOT DES # Westfield Blvd Trail/Small Structure Camel, IN Clay Township	Circuit Information Distribution Only Homeplace 430 1244 Circuit Work Order Information Project Code Maximo # MX4454569	Duke Energy Legend (Existing facilities shown as indicated by yellow line. Distribution (Secondary Line styles vary, color is identifier))				 Know what's below. Call before you dig.		EXHIBIT A Westfield Blvd Trail/Small Structure LOCATION 39.944846 -88.126827 DATE 2/6/2025 DRAWN Zach Lewis ELECTRIC DISTRIBUTION LINE ENGINEERING APPROVAL SIGNATURE PHONE 317-951-3265 DWG NO 317-951-3265 SHEET 2 OF 2
		Duke Pole	Overhead Transformer	Switch				
		Foreign Pole	Pad mounted Transformer	Fuse				
		Distribution Line 4-35 kV	Pad for equipment	Line Sensor				
	Secondary Line < 600 V	Recloser	Capacitor Bank	Overhead Light				
	Transmission Line >35 kV							

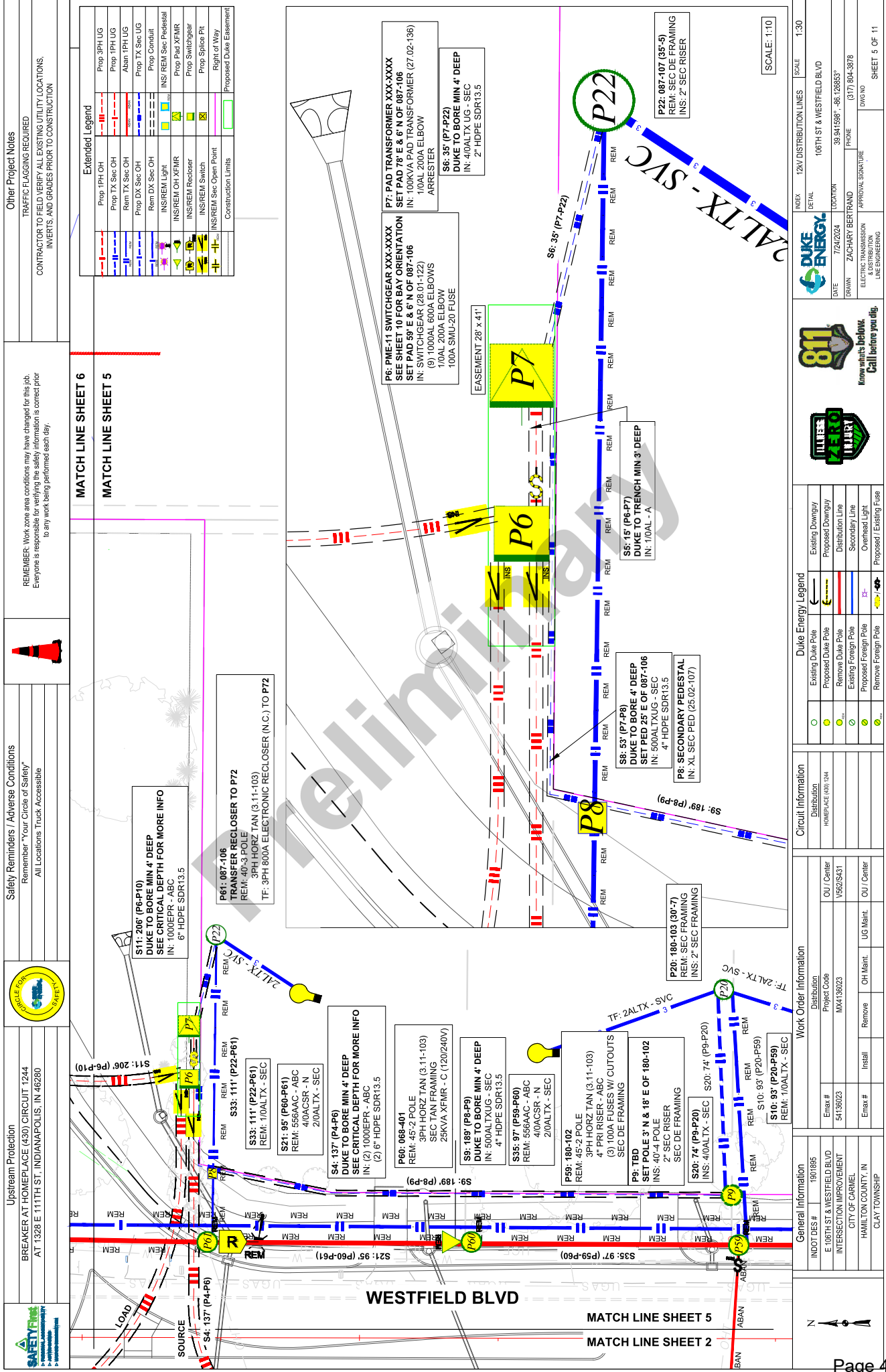
	Upstream Protection			REMEMBER: Work zone area conditions may have changed for this job. Everyone is responsible for verifying the safety of the location is correct prior to any work being performed each day.	Other Project Notes TRAFFIC FLAGGING REQUIRED CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION
	BREAKER AT HOMEPLACE (430) CIRCUIT 1244 AT 1328 E 11TH ST, INDIANAPOLIS, IN 46280				



Extended Legend	
	Prop 1PH OH
	Prop 3PH OH
	Prop TX Sec OH
	Rem TX Sec OH
	Prop DX Sec OH
	Rem DX Sec OH
	INS/REM Light
	INS/REM OH XFMR
	INS/REM Recloser
	INS/REM Switch
	INS/REM Sec Open Point
	Construction Limits
	Proposed Duke Easement

General Information INDOT DES # 1901895 E 106TH ST & WESTFIELD BLVD INTERSECTION IMPROVEMENT CITY OF CARMEL HAMILTON COUNTY, IN CLAY TOWNSHIP	Work Order Information Distribution Project Code MX4136023 Emax # 54136023 Emax # 54136023		Circuit Information Distribution HOMEPLACE (430) / 244 OU / Center V562S431 OU / Center V562S431		Duke Energy Legend Existing Duke Pole Proposed Duke Pole Remove Duke Pole Existing Foreign Pole Proposed Foreign Pole Remove Foreign Pole		811 Know what's below Call before you dig.	DUKE ENERGY DATE 7/24/2024 DRAWN ZACHARY BERTRAND ELECTRICIAN LOCATION 39.941598° -86.128853° PHONE (317) 804-3978	INDEX DETAIL 12KV DISTRIBUTION LINES SCALE 1:300
	INSTALL REMOVE OH Maint. UG Maint.		EXISTING DOWNGUY PROPOSED DOWNGUY DISTRIBUTION LINE SECONDARY LINE OVERHEAD LIGHT PROPOSED / EXISTING FUSE		APPROVAL SIGNATURE DWG NO SHEET 1 OF 11				





Extended Legend	
Prop 1PH OH	Prop 3PH UG
Prop TX Sec OH	Prop 1PH UG
Rem TX Sec OH	Alan 1PH UG
Prop DX Sec OH	Prop TX Sec UG
Rem DX Sec OH	Prop Conduit
INS/REM Light	INS/REM Sec Pedestal
INS/REM XFMR	Prop Pad XFMR
INS/REM Reducer	Prop Switchgear
INS/REM Switch	Prop Splice Pit
INS/REM Sec Open Point	Right of Way
Construction Limits	Proposed Duke Easement

Other Project Notes

TRAFFIC FLAGGING REQUIRED

CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION

REMEMBER: Work zone area conditions may have changed for this job. Everyone is responsible for verifying the safety information is correct prior to any work being performed each day.



Safety Reminders / Adverse Conditions

Remember "Your Circle of Safety"

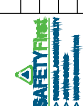
All Locations Truck Accessible



Upstream Protection

BREAKER AT HOMEPOLICE (430) CIRCUIT 1244

AT 1328 E 11TH ST, INDIANAPOLIS, IN 46280



Know what's below. Call before you dig.

DUKE ENERGY

SAFETY

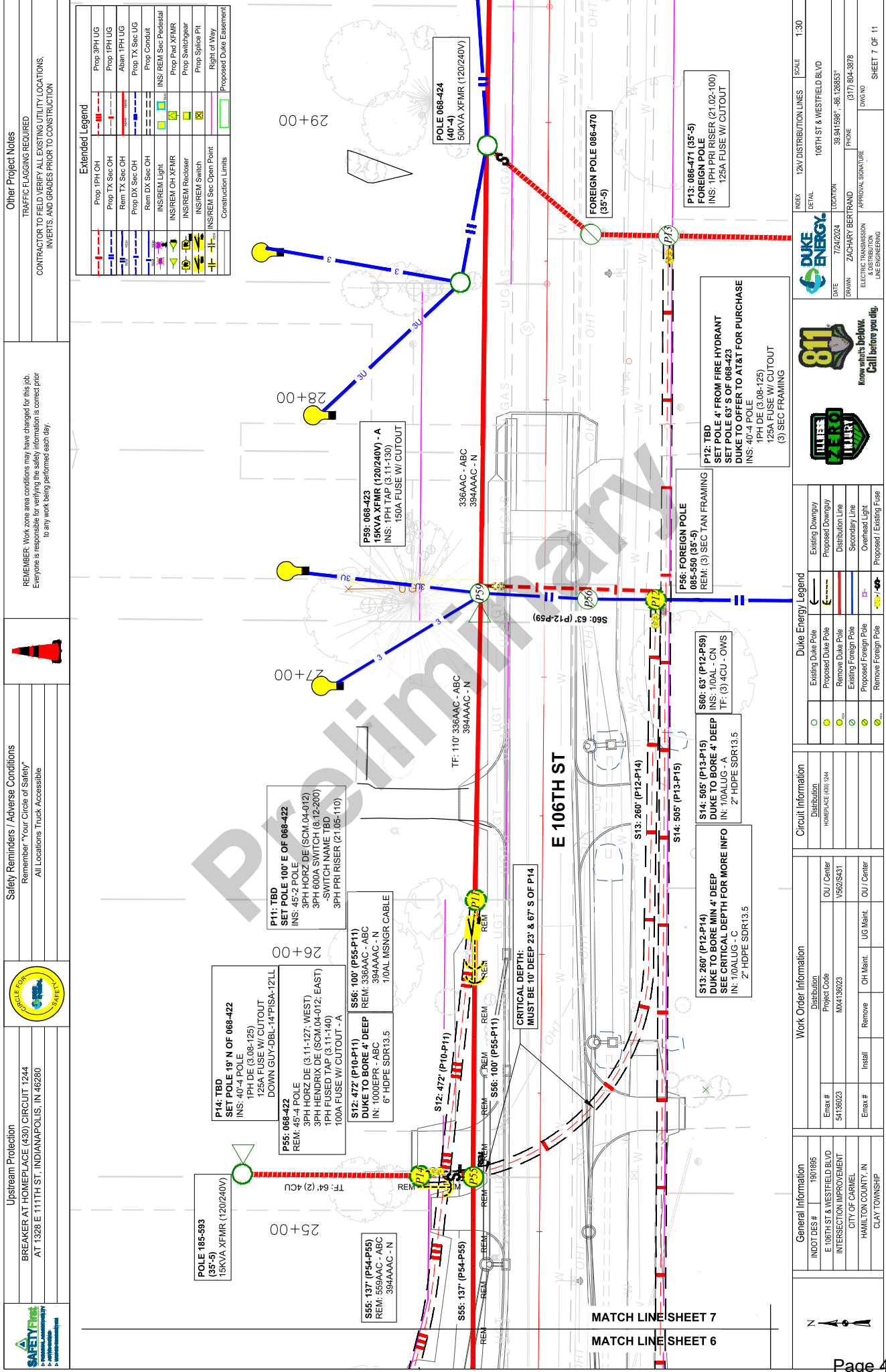
INDEX	12KV DISTRIBUTION LINES	SCALE	1:30
DETAIL	108TH ST & WESTFIELD BLVD		
DATE	7/24/2024	LOCATION	39.941588° -86.128853°
DRAWN	ZACHARY BERTRAND	PHONE	(317) 804-3878
ELECTRICIAN		APPROVAL SIGNATURE	
LINE ENGINEERING		DWG NO	
			SHEET 5 OF 11

Duke Energy Legend	
Existing Duke Pole	Existing Downguy
Proposed Duke Pole	Proposed Downguy
Remove Duke Pole	Distribution Line
Existing Foreign Pole	Secondary Line
Proposed Foreign Pole	Overhead Light
Remove Foreign Pole	Proposed / Existing Fuse

Circuit Information	
Distribution	HOMEPLACE (430) / 244
OU / Center	V562/S431
Remove	UG Maint.
Install	OH Maint.

Work Order Information	
Distribution	Project Code
MX4136023	
Emax #	Emax #
54136023	
Emax #	Emax #

General Information	
INDOT DES #	1901895
E 108TH ST & WESTFIELD BLVD	
INTERSECTION IMPROVEMENT	
CITY OF CARMEL	
HAMILTON COUNTY, IN	
CLAY TOWNSHIP	



Extended Legend	
Prop 1PH OH	Prop 3PH UG
Prop TX Sec OH	Prop 1PH UG
Rem TX Sec OH	Alan 1PH UG
Prop DX Sec OH	Prop TX Sec UG
Rem DX Sec OH	Prop Conduit
INS/REM Light	INS/REM Sec Pedestal
INS/REM OH XFMR	Prop Pad XFMR
INS/REM Recloser	Prop Switchgear
INS/REM Switch	Prop Splice Pit
INS/REM Sec Open Point	Right of Way
Construction Limits	Proposed Duke Easement

Other Project Notes

TRAFFIC FLAGGING REQUIRED

CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION

REMEMBER: Work zone area conditions may have changed for this job. Everyone is responsible for verifying the safety situation is correct prior to any work being performed each day.



Safety Reminders / Adverse Conditions

Remember "Your Circle of Safety"

All Locations Truck Accessible



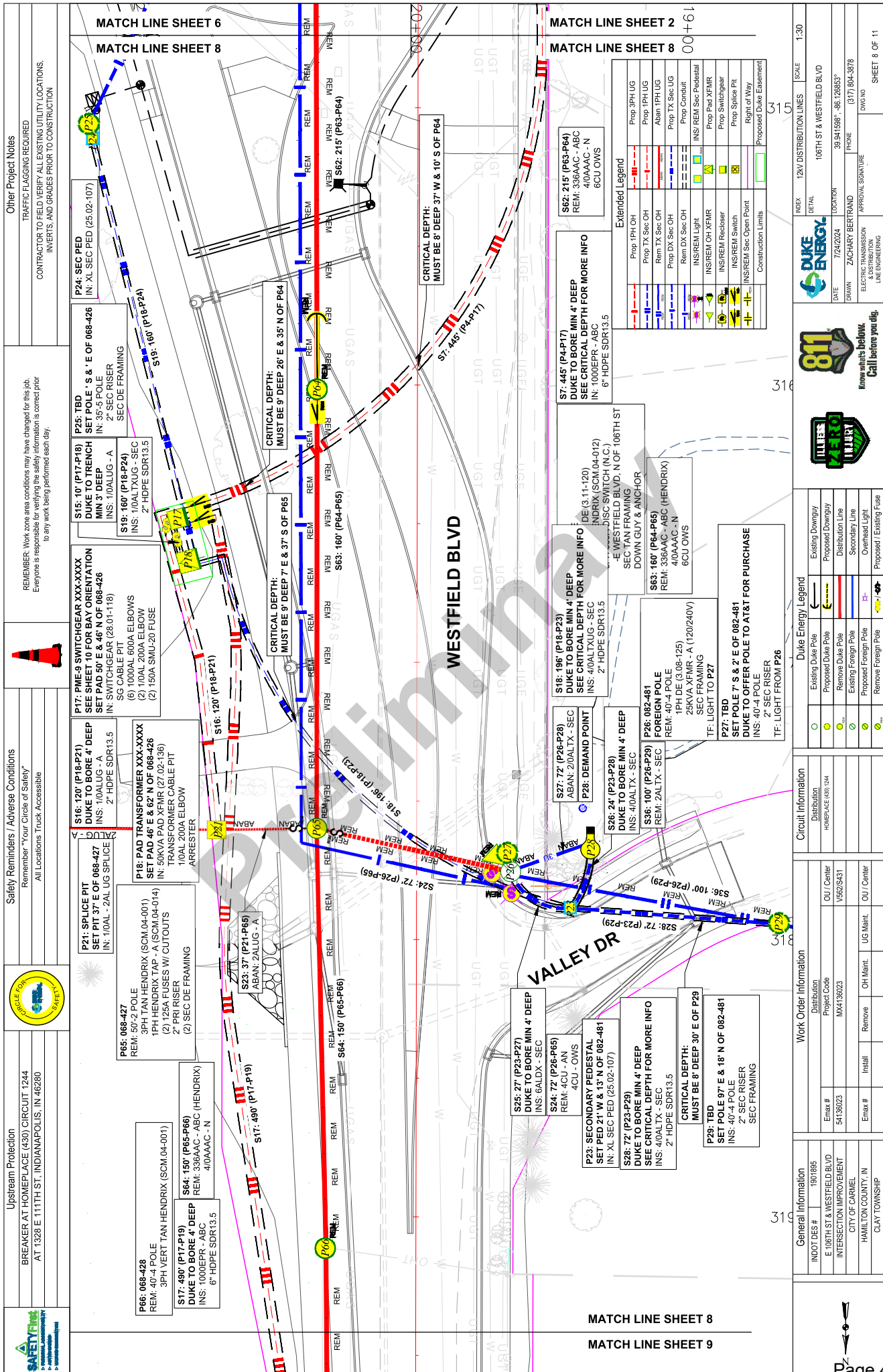
Upstream Protection

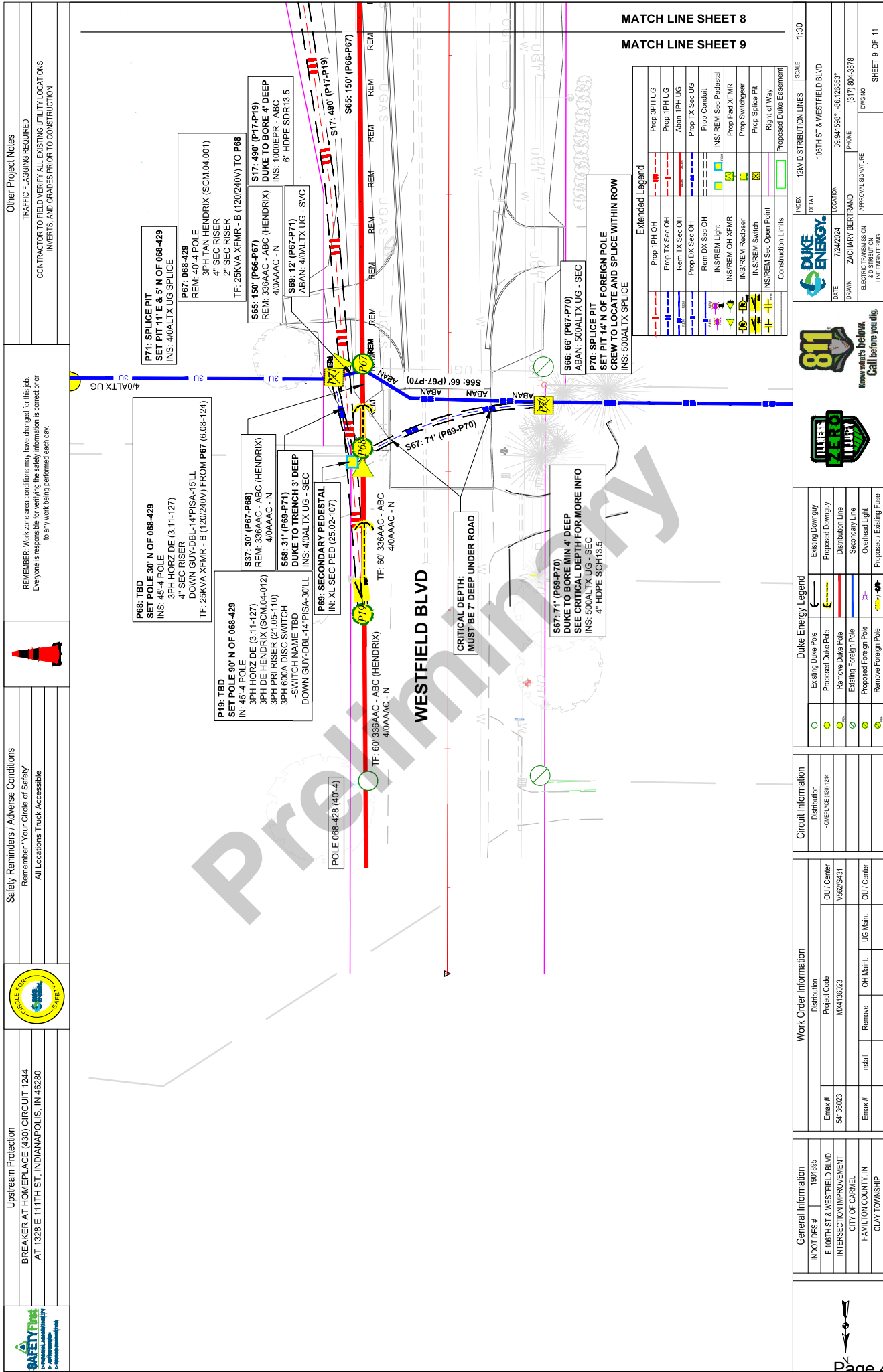
BREAKER AT HOMEPAGE (430) CIRCUIT 1244

AT 1328 E 11TH ST, INDIANAPOLIS, IN 46280



General Information		Work Order Information		Circuit Information		Duke Energy Legend		811		DUKE ENERGY				
INDOT DES #	1901895	Distribution	OU / Center	Distribution	Existing Duke Pole	Existing Downway	DATE	7/24/2024	LOCATION	39.941588° -86.128533°	INDEX	12KV DISTRIBUTION LINES	SCALE	1:30
INTERSECTION IMPROVEMENT	SA138023	Project Code	OU / Center	HOMEPLACE (430) / 244	Proposed Duke Pole	Proposed Downway	DRAWN	ZACHARY BERTRAND	PHONE	(317) 804-3978	DETAIL	106TH ST & WESTFIELD BLVD		
CITY OF CARMEL	HAMILTON COUNTY, IN	Remove	OH Maint.	UG Maint.	Remove Duke Pole	Distribution Line	ELECTRICIAN							
CLAY TOWNSHIP		Install	Remove	OH Maint.	Existing Foreign Pole	Secondary Line	APPROVAL SIGNATURE							
					Proposed Foreign Pole	Overhead Light	LINE ENGINEERING							
					Remove Foreign Pole	Proposed / Existing Fuse								





City of Carmel

ONE CIVIC SQUARE

CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

119075

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
1/12/2026			254004	Utility Reimbursement Agreement - 106tj & Westfield Blvd - 20-13
DUKE ENERGY VENDOR PO BOX 1094 CHARLOTTE, NC 28201--1094		City Engineering's Office SHIP TO 1 Civic Square Carmel, IN 46032- Laurie Slick		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
107649				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 0 2020 Road Bond

Account: 44-628.71

1 Each	Utility Reimbursement Agreement - 106th & Westfield Blvd - 20-13	\$414,722.10	\$414,722.10
Sub Total			\$414,722.10

Send Invoice To:

City Engineering's Office

Laurie Slick

1 Civic Square

Carmel, IN 46032-



PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
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SHIPPING INSTRUCTIONS

*SHIP PREPAID.

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

*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL

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

PAYMENT

\$414,722.10

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

ORDERED BY

Bradley Pease
Director

Zac Jackson
CFO

TITLE

CONTROL NO. **119075**

AGREEMENT FOR GOODS AND SERVICES

APPROVED
By: Sergey Orlovichuk at 2:22 pm, Jan 05, 2026

THIS AGREEMENT FOR GOODS AND SERVICES ("Agreement" or "Contract") is hereby entered into by and between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety ("City" or "Owner" are used interchangeably throughout the Contract Documents), and Howard Asphalt, LLC d/b/a Howard Companies, an entity duly authorized to do business in the State of Indiana ("Contractor").

TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:**

Contractor acknowledges that it has read and understands this Agreement and all other Contract Documents referenced herein, and agrees that its execution of same constitutes its acceptance of all of the Contract Documents' terms and conditions.

2. **PERFORMANCE:**

2.1 City agrees to purchase the goods and services and all related work (the "Goods and Services" or the "Work") from Contractor using City budget appropriation number 1206 101 43-502.00 funds. Contractor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement and all other Contract Documents by applying at all times the highest technical and industry standards. Contractor, in agreeing to provide all Goods and Services and otherwise complete the Work within the times and sequences set forth herein, acknowledges and agrees that the times allotted by the Contract Documents for the performance and completion of the Work are reasonable and take into account the risks and adverse conditions assumed by Contractor under the Contract Documents.

2.2 Contractor shall commence the Work immediately and diligently and continuously prosecute and coordinate such Work with such labor, materials, equipment, supervision and services to insure that City, other contractors, subcontractors and third parties will not be delayed, interrupted, hindered or disrupted by Contractor's activities or operations, and to insure completion of the Project within the time specified by any construction schedule dates and/or milestones now or hereafter established in accordance with this Agreement and/or other Contract Documents.

3. **PRICE AND PAYMENT TERMS:**

3.1 Contractor agrees that the total price for the Goods and Services and all related Work to be provided to City hereunder shall be no more than One Hundred Eighty Four Thousand Eight Hundred Dollars (\$184,800.00) (the "Contract Price"). Contractor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided or work performed to City within such time period. City shall pay Contractor for such Goods and Services and/or work performed within thirty-five (35) days after the date of City's receipt of Contractor'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 including any references, attachments, and addenda thereto, are submitted on an invoice that contains the information contained on attached Exhibit B, and Contractor has otherwise performed and satisfied all the terms and conditions of this Agreement.

3.2 Contractor agrees not to perform any work or provide additional goods and services to City that would cause the total cost of the Goods and Services provided by Contractor to City hereunder to exceed the Contract Price, unless City has previously agreed, in writing, to pay an amount in excess thereof.

- 3.3 Final Payment. Final payment, constituting the entire unpaid balance of the Contract Price, including any retainage, shall be paid by City to Contractor within ninety-one (91) days after it has become due and payable. Final payment to Contractor shall not become due and payable until and unless all Goods and Services are delivered, and all Work for the Project is otherwise fully completed and performed in accordance with the Contract Documents and is satisfactory to and approved by City.
- 3.4 Effect of Final Payment. The making of final payment shall constitute a waiver of Claims by City except those arising from:
- a. Liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
 - b. Failure of the Work to comply with the requirements of the Contract Documents;
 - c. Terms of special warranties required by the Contract Documents;
 - d. Claims previously made in writing and remaining unsettled as of the date of final payment;
 - e. Claims by City attributable to defective work or prior corrective work, appearing after final inspection;
 - f. Failure of the Work to comply with the requirements of the Contract Documents;
 - g. City claims and other rights arising under the terms of any general or special warranties, guarantees or maintenance bonds specified by the Contract Documents or arising thereunder; and
 - h. City claims and other rights with respect to Contractor's and Surety's continuing obligations under the Contract and the Contract Document.
- 3.5 Acceptance by Contractor of any sum tendered by City as final payment shall constitute a waiver of all claims by Contractor with respect to this Agreement, except those claims authorized by this Agreement, previously made in writing and submitted in a timely manner, and specifically identified and reserved by Contractor as unresolved in the application for final payment.
4. CONTRACT DOCUMENTS:
- 4.1 Scope of Work. Contractor agrees to provide all labor, goods, material, shipping, receiving, supervision, services, supplies, machinery, equipment, storage and any necessary rigging as required for the Project as set forth in the attached Exhibit "A" and any references, addenda and/or attachments thereto, Project Manual (if applicable), City of Carmel General Conditions, City of Carmel Supplementary Conditions, and all applicable Drawings and Specifications (collectively "Contract Documents"), all of such Contract Documents are fully incorporated herein. Contractor acknowledges that all referenced Contract Documents are a part of this Agreement.
- 4.2 Contractor Site and Document Review. Contractor acknowledges that it has had an adequate opportunity to examine sufficiently to its satisfaction the site of the Work and to review and/or obtain copies of the Contract Documents and to become fully familiar with them, and that it shall not be excused from any conditions existing and detectable at the site or any provisions set forth in the Contract Documents due to any lack of knowledge or understanding of the existence or contents thereof at the time of executing this Agreement. Contractor acknowledges the Contract Documents to be suitable for Contractor's Work and sufficient for their intended purpose, and agrees to perform the Work and to complete the same for the Contract Price and within the Project timeline, in full and strict accordance with the Contract Documents and to City's satisfaction, and that it will perform the Work so as not to violate any term, covenant or condition of the Contract Documents or applicable codes and laws.

- 4.3 All Drawings, Specifications and other items defined herein as Contract Documents that have been prepared for the Project and furnished to Contractor by or on behalf of City or other third party are without any representation or warranty by the City as to the acceptability, accuracy or suitability thereof for the Work. City makes no representation or warranty to Contractor concerning the acceptability, accuracy or completeness of the Contract Documents or other information and data prepared by persons other than City, and accordingly, City shall have no liability to Contractor with respect to any patent or latent defects, deficiencies, errors and omissions therein.
- 4.4 Contractor represents that it has reviewed the Contract Documents, visited the site and provided City with written notice of any concerns or necessary clarifications resulting from these reviews and investigations prior to submitting its proposal or bid to City and executing this Agreement. Contractor waives the right to request and increase in the Contract Price or extension of the Project completion deadline as a result of its failure to raise such concerns or clarifications with City.
- 4.5 Intent of the Contract Documents. The Contract Documents shall be deemed to include and require all items and aspects of labor, material, equipment, services and transportation incidental to or necessary for the proper and efficient execution and completion of the Work as it relates to the Project. The Contract Documents are complementary, and what is required by any one document shall be as binding as if required by all. Work not specifically covered in the Contract Documents or which is subject to question and interpretation because of conflicts, duplications or ambiguities may, at City's option, be required of Contractor if it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the results intended by this Agreement. As such, any part of the Work shown on Drawings but not specifically mentioned in the Specifications or vice versa shall be considered as part of the Work, the same as though included in both.
- 4.6 Shop Drawings and Submittals. Contractor shall submit shop drawings, product data, samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other contractors or subcontractors. If Contractor shall make changes in design, including dimensional changes, either through shop drawings or actual field work, it shall accept the responsibility for the structural and functional adequacy of such changes and their acceptance by City or Project's architect. Any structural or functional inadequacies which may develop because of such changes shall be remedied by Contractor unless such change is specifically included in a change order.
- 4.7 Taxes. As a public, municipal entity, the City of Carmel, and its various departments, are exempt from sales and compensating use taxes on all tangible personal property (materials, equipment and components) pursuant to the law of the State of Indiana. Contractor shall not include any charges representing such taxes on any invoices hereunder. Contractor shall be responsible for all franchise fees and taxes of any kind whatsoever.
5. WARRANTY:
- 5.1 In addition to all warranties required by Contract Documents, Contractor expressly warrants that the Goods and Services/the Work covered by this Agreement will conform to those certain specifications, descriptions and/or quotations regarding same as were provided to Contractor by City and/or by Contractor to and accepted by City, all of which documents are incorporated herein by reference, and that the Goods and Services/the Work will be delivered and/or performed in a timely, good and workmanlike manner and free from defect. Contractor acknowledges that it knows of City's intended use and expressly warrants that the Goods and Services provided to City pursuant to this

Agreement have been selected by Contractor based upon City's stated use and are fit and sufficient for their particular purpose.

- 5.2 Further, Contractor warrants to City that materials and equipment furnished under the Contract Documents will be of the best quality and new unless the Contract Documents require or permit otherwise. The performance of the Work shall not limit, void or otherwise compromise or diminish any equipment or manufacturer warranty that is to be issued under the Contract Documents. Goods, Work, materials, or equipment not conforming to these requirements may be considered defective. Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- 5.3 Contractor shall, at its sole expense, promptly and properly repair, replace or otherwise correct any Work that is (i) rejected by City or Architect, or (ii) known, observed or discovered at any time by Contractor, City or Architect to be defective or failing to conform to the Contract Documents and shall pay City for all expenses incurred in any delay caused by remedying defective or otherwise nonconforming Work.
- 5.4 If within two (2) years after final completion of the Project, or such longer period as established with respect to Contractor's obligations under the Contract Documents, the Work or any portion thereof is found to be not in accordance with the requirements of the Contract Documents, Contractor shall correct it promptly after receipt of written notice from City to do so. Contractor's obligations under this Section shall survive completion and acceptance of the Work and Project and termination of the Agreement.
- 5.5 Any and all warranties which are available on any material or equipment or other service which is part of the Work will be provided to City at no additional cost. Upon completion of the Work, Contractor shall assign to City all warranties obtained or obtainable by Contractor from manufacturers and suppliers of equipment and materials incorporated into the Work by written instrument of assignment in a form acceptable to City. Contractor shall furnish City with copies of all warranties, guarantees, operating manuals relative to equipment installed, and a complete set of reproducible drawings with all field changes noted on them relating to the improvements constructed under the Contract. The assignment of such manufacturer and supplier warranties shall not relieve Contractor of any of its own warranty obligations under this Article, which shall remain in full force and effect.
- 5.6 Notwithstanding anything to the contrary contained in Contract Documents with respect to warranties, it is understood and agreed that the foregoing warranties and guarantees shall not affect, limit or impair City's right against Contractor with regard to latent defects in the Work which do not appear within the applicable warranty period following acceptance of the Work and which could not, by the exercise of reasonable care and due diligence, be ascertained or discovered by City within such warranty period. Contractor shall be and remain liable and responsible to correct and cure any such latent defects which are reported to Contractor by City in writing within ninety (90) days after such latent defect first appears or could, by the exercise of reasonable care and due diligence, be ascertained or discovered by City. City's warranty rights and remedies with respect to latent defects shall remain in full force and effect and for the same duration as with any other warranty provided in this Article or otherwise available or prescribed by law.

6. TIME AND PERFORMANCE:

- 6.1 This Agreement shall become effective as of the last date on which a party hereto executes same ("Effective Date"), and both parties shall thereafter perform their obligations hereunder in a timely manner. Time is of the essence of this Agreement.
- 6.2 Contractor shall continuously monitor the construction schedule and advise City on a regular basis of the status of Contractor's progress with respect to such schedule at any time City's representative requests Contractor to do so, including the furnishing of information on the status of shop drawings, samples, submittals and materials, machinery or equipment which may be in the course of preparation of manufacture.
- 6.3 If, in the opinion of City, Contractor is behind schedule in the performance of the Work or is failing, without cause, to maintain progress of the Work or to conform to the general progress of all work for the Project, Contractor agrees that it shall, at its own expense, perform such overtime work, use extra labor, and undertake all other means necessary to bring the Work back on schedule.
- 6.4 If there are any conflicting times or durations for action, submissions, notices or responses thereto by Contractor between or among the Contract Documents, the controlling time or duration for such action, submissions, notices or responses thereto by Contractor shall be the earlier of such times and shorter of such durations, unless City expressly agrees in writing otherwise.

7. MEANS AND METHODS:

Contractor is responsible for the means, methods, techniques, sequences or procedures, and safety precautions and programs in connection with provision of Goods and Services and related work under the Contract Documents. At all times during performance of the Work, Contractor shall maintain and designate to City adequate, experienced and cooperative supervisory personnel, including a full-time on-site project manager or superintendent if required by Contract Document or federal, state or local laws, rules and regulations. City shall not have control over or charge of, and shall not be responsible for, means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the performance of the Work by Contractor and shall not be responsible for any omission or failure on the part of the Contractor to properly perform its obligations. Contractor shall be responsible to City for Contractor's negligent acts or omissions or failure to perform.

8. DISCLOSURE AND WARNINGS:

If requested by City, Contractor shall promptly furnish to City, in such form and detail as City may direct, a list of all chemicals, materials, substances and items used in or during the provision of the Goods and Services provided hereunder, including the quantity, quality and concentration thereof and any other information relating thereto. At the time of the delivery of the Goods and Services provided hereunder, Contractor agrees to furnish to City sufficient written warning and notice (including appropriate labels on containers and packing) of any hazardous material utilized in or that is a part of the Goods and Services.

9. PROTECTION OF WORK:

Contractor shall at its own expense take all necessary precautions to protect the work of other trades from any damage caused by Contractor's operations, and watch over, care for and protect from damage or injury by any cause whatsoever, all of Contractor's Work, complete or otherwise, and all of its materials, supplies, tools, machinery and equipment at or near the Project.

10. SUBCONTRACTS:

By appropriate agreement, written where legally required for validity, Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to Contractor by terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities, including the responsibility for safety of Contractor's Work, which Contractor, by these Contract Documents, assumes toward City. Each subcontract agreement shall preserve and protect the rights of City under the Contract Documents with respect to the Work to be performed by subcontractor so that contracting thereof will not prejudice such rights, and shall allow to subcontractor, unless specifically provided otherwise in the contract agreement, the benefit of all rights, remedies and redress against Contractor that Contractor, by the Contract Documents, has against City. Where appropriate, Contractor shall require each subcontractor to enter into similar agreements with its subcontractors.

11. LIENS:

Contractor shall not cause or permit the filing of any lien on any of City's property. In the event any such lien is filed and Contractor fails to remove such lien within ten (10) days after the filing thereof, by payment or bonding, City shall have the right to pay such lien or obtain such bond, all at Contractor's sole cost and expense.

12. DEFAULT:

In the event Contractor: (a) repudiates, breaches or defaults under any of the terms or conditions of this Agreement, including Contractor's warranties; (b) fails to provide the Goods and Services as specified herein; (c) fails to make progress so as to endanger timely and proper provision of the Goods and Services and does not correct such failure or breach within five (5) business days (or such shorter period of time as is commercially reasonable under the circumstances) after receipt of notice from City specifying such failure or breach; or (d) becomes insolvent, is placed into receivership, makes a general assignment for the benefit of creditors or dissolves, each such event constituting an event of default hereunder, City shall have the right to (1) terminate all or any parts of this Agreement, without liability to Contractor; and (2) exercise all other rights and remedies available to City at law and/or in equity.

13. INSURANCE AND INDEMNIFICATION:

13.1 Contractor shall procure and maintain in full force and effect during the term of this Agreement, with an insurer licensed to do business in the State of Indiana, such insurance as is necessary for the protection of City and Contractor from all claims for damages under any workers' compensation, occupational disease and/or unemployment compensation act; for bodily injuries including, but not limited to, personal injury, sickness, disease or death of or to any of Contractor's agents, officers, employees, contractors and subcontractors; and, for any injury to or destruction of property, including, but not limited to, any loss of use resulting therefrom. The coverage amounts shall be no less than those amounts set forth in attached Exhibit C. Contractor shall cause its insurers to name City as an additional insured on all such insurance policies, shall promptly provide City, upon request, with copies of all such policies, and shall provide that such insurance policies shall not be canceled without thirty (30) days prior notice to City. Contractor shall indemnify and hold harmless City from and against any and all liabilities, claims, demands or expenses (including, but not limited to, reasonable attorney fees) for injury, death and/or damages to any person or property arising from or in connection with Contractor's provision of Goods and Services pursuant to or under this Agreement or Contractor's use of City property.

13.2 Notwithstanding any other provision of this Agreement to the contrary, should any policy required by the Contract Documents be canceled or otherwise terminated before the completion of the Work hereunder, Contractor shall exert all reasonable efforts to procure and maintain in force similar insurance from insurers

satisfactory to City and provide certificates of such insurance to City upon its written request. Should Contractor fail or neglect to provide the required insurance, or allow any required coverage to lapse, City shall have the right, but not the duty, to provide such insurance and deduct the cost thereof from any money due to Contractor any and all premiums paid by City for and on account of said insurance. The policy or policies, and each certificate of insurance, shall further provide that the insurance will not be cancelled by the Insurer or the limits of liability reduced by endorsement prior to at least thirty (30) days after written notice by certified mail of such cancellation or change has been provided by the respective insurer to City. No less than fourteen (14) days prior to the expiration, cancellation or termination of any such policy, Contractor shall supply City with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of the original policy and coverage, with such new or replacement policy and endorsements in the same manner and for the same coverage and amounts in favor of City as set forth in this Paragraph.

13.3 Indemnity. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend City and all of its officers, directors and employees, from and against all claims, suits, demands, causes of action, damages, losses, costs and expenses, including reasonable attorney's and Contractor's fees and expenses, but only to the extent caused by Contractor's negligent performance of the Work under this Agreement, or occasioned by any breach or nonperformance of its terms, provided that any such claim, suit, demand, cause of action, damage, loss, cost, fees or expense: (a) is attributable to bodily injury, sickness, disease or death, or patent infringement, or injury to or destruction of tangible or real property, including the loss of use thereof and consequential damages resulting therefrom, or is attributable to damages from economic harm or loss; and (b) is caused in whole or in part by any negligent act or omission, wrongful act, or other breach of duty of Contractor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable, regardless of whether such claim, suit, damage, loss, cost or expense is caused in part by any joint, several or comparative, but not sole, negligent act or omission, of City.

13.4 The foregoing obligations of Contractor shall not be affected or limited in any way by any insurance required of or provided to Contractor under the Agreement. The indemnification and hold harmless obligations as provided herein shall not negate, abridge or otherwise reduce any other right and remedy of City or obligation of indemnity by Contractor which would otherwise exist in favor of City under this Agreement.

14. GOVERNMENT COMPLIANCE:

Contractor agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes which may be applicable to Contractor's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. Contractor agrees to indemnify and hold harmless City from any loss, damage and/or liability resulting from any such violation of such laws, orders, rules, regulations and codes. This indemnification obligation shall survive the termination of this Agreement.

15. NONDISCRIMINATION:

Contractor represents and warrants that it and all of its officers, employees, agents, contractors and subcontractors shall comply with all laws of the United States, the State of Indiana and City prohibiting discrimination against any employee, applicant for employment or other person in the provision of any Goods and Services provided by this Agreement with respect to their hire, tenure, terms, conditions and privileges of employment and any other matter related to their employment or subcontracting, because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status and/or Vietnam era veteran status.

16. E-VERIFY:

Pursuant to I.C. § 22-5-1.7 et seq., as the same may be amended from time to time, and as is incorporated herein by this reference (the "Indiana E-Verify Law"), Contractor 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, **Contractor shall provide the City with documentation indicating that it has enrolled and is participating in the E-Verify program.** Should Contractor subcontract for the performance of any work under and pursuant to this Agreement, it shall fully comply with the Indiana E-Verify Law as regards each such subcontractor. Should the Contractor or any subcontractor violate the Indiana E-Verify law, the City may require a cure of such violation and thereafter, if no timely cure is performed, terminate this Agreement in accordance with either the provisions hereof or those set forth in the Indiana E-Verify Law. The requirements of this paragraph shall not apply should the E-Verify program cease to exist.

17. OWNERSHIP AND USE OF DOCUMENTS:

The Reports, Recommendations, Analyses, Surveys, Data, Calculations, Drawings, Schedules, Specifications and other documents prepared or employed by Contractor during the course of furnishing the Work to City under this Agreement shall be and become the property of the City, whether the Project is completed or not; accordingly, such materials may be used by the City for information and reference and in connection with City's involvement on the Project. Such items and documents may also be used by City for completion of the Project or work with respect thereto by others if Contractor is in default under this Agreement, in which case Contractor shall provide City with reproducible copies of such reports, recommendations, analyses, surveys, data, calculations, drawings, schedules, specifications and other documents for such use but shall not be obligated to sign, certify or seal such copies. Contractor may utilize the name, images or descriptions of the Project in its promotional and marketing materials, except that it shall not utilize, publish or advertise any unique or distinctive components of the design, drawings or specifications for the Project in such promotional and marketing materials without first obtaining the written consent of City. Contractor will have no liability to City arising from City's use or alteration of the above-referenced documents on any unrelated project.

18. NO IMPLIED WAIVER:

The failure of either party to require performance by the other of any provision of this Agreement shall not affect the right of such party to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision hereof.

19. NON-ASSIGNMENT:

Contractor shall not assign or pledge this Agreement, whether as collateral for a loan or otherwise, and shall not delegate its obligations under this Agreement without City's prior written consent.

20. RELATIONSHIP OF PARTIES:

The relationship of the parties hereto shall be as provided for in this Agreement, and neither Contractor nor any of its officers, employees, contractors, subcontractors and agents are employees of City. The contract price set forth herein shall be the full and maximum compensation and monies required of City to be paid to Contractor under or pursuant to this Agreement.

21. GOVERNING LAW; CONFLICT RESOLUTION:

21.1 General. City and Contractor are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes

or disagreements. If disputes or disagreements do arise, City and Contractor each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

City and Contractor shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement within the period specified by applicable law, but if not otherwise specified by applicable law, within not more than ten (10) years after the date of Substantial Completion of the Work.

All Contract Documents are to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions.

- 21.2 Litigation. Claims, disputes and other matters in controversy arising out of or related to this Agreement, not otherwise resolved in accordance with the provisions above, 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, and any hearing, trial or conference shall take place in that locale, unless agreed to otherwise in writing by City and Contractor. City and Contractor consent to the choice of law, the choice of dispute resolution designated by them, venue as provided herein, and to personal jurisdiction over each of them as provided herein and waive any right to object to the exercise of personal jurisdiction by the court and to exclusive venue in this locale.

Any award, judgment or agreement in settlement of a dispute concerning such matters and resulting from negotiations or litigation in which City and Contractor are parties or participants shall be as binding upon surety as though surety were named and joined in such proceeding, provided that Contractor has been given a reasonable opportunity to join, participate, assist or provide supporting evidence in the presentation of any claim, defense or other issue in controversy that is settled or resolved thereby.

- 21.3 Continuation of Work. Provided City continues to make payments of amounts not in dispute, no dispute under this Paragraph shall interfere with the progress of the Work, and Contractor shall proceed with furnishing the Work, including disputed performance, despite the existence of, and without awaiting the resolution of, any such dispute. The failure or refusal of Contractor to continue performing under such circumstances shall constitute a default under this Agreement.
- 21.4 Claims Against Third Parties. In any instance or proceeding whereby any claim, dispute or other matter in controversy between City and Contractor involves, arises from or gives rise to a similar claim, dispute or other matter in controversy as between City and another third-party, Contractor shall furnish and present to City non-privileged evidence, documentation and other information to support its claim, defense or other position with respect thereto.
- 21.5 Waiver of Consequential Damages. Contractor waives any claims against City for consequential damages arising out of or relating to this Agreement. This waiver includes damages incurred by Contractor for principal office expenses, including the compensation of personnel stationed there and other components of home office overhead, for losses of financing, business and reputation, for loss of management or employee productivity or of the services of such persons and for loss of profit except anticipated profit arising directly from the Work being performed hereunder. This waiver is applicable, without limitation, to all consequential damages due to either party's termination in

accordance with this Agreement.

22. SEVERABILITY:

If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provisions of this Agreement shall remain in full force and effect.

23. NOTICE:

Any notice provided for in this Agreement will be sufficient if it is in writing and is delivered by postage prepaid U.S. certified mail, return receipt requested, to the party to be notified at the address specified herein:

If to City:	City of Carmel Street Department 3400 W 131 st Street Carmel, Indiana 46074	<u>AND</u>	City of Carmel Office of Corporation Counsel One Civic Square Carmel, Indiana 46032
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If to Contractor:	Howard Asphalt, LLC d/b/a Howard Companies 2916 Kentucky Avenue Indianapolis, Indiana 46221
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Notwithstanding the above, notice of termination under paragraph 19 hereinbelow shall be effective if given orally, as long as written notice is then provided as set forth hereinabove within five (5) business days from the date of such oral notice.

24. TERMINATION:

24.1 Notwithstanding anything to the contrary contained in this Agreement, City may, upon notice to Contractor, immediately terminate this Agreement for cause, in the event of a default hereunder by Contractor and/or if sufficient funds are not appropriated or encumbered to pay for the Goods and Services to be provided hereunder. In the event of such termination, Contractor shall be entitled to receive only payment for the undisputed invoice amount representing conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Contract Price amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

24.2 City may terminate this Agreement at any time upon thirty (30) days prior notice to Contractor. In the event of such termination, Contractor shall be entitled to receive only payment for the undisputed invoice amount of conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Contract Price amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

25. REPRESENTATIONS AND AUTHORITY TO EXECUTE:

The parties represent and warrant that they are authorized to enter into this Agreement and that the persons executing this Agreement have the authority to bind the party which they represent.

26. FINAL COMPLETION AND CLOSEOUT:

In addition to any requirements for final completion and closeout listed in General and Supplementary Conditions, as a condition of final payment and Contract closeout, Contractor certifies or shall submit to City the following:

- a. Contractor certifies that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which City or City's property might be responsible or encumbered, (less amounts withheld by the City) have been paid or otherwise satisfied;
- b. Any applicable Contractor guarantees and warranties;
- c. A certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect;
- d. Consent of surety, if any, to final payment;
- e. As-constructed record copy of the Contract Documents marked to indicate field changes and selections made during construction;
- f. If applicable, all manufacturer's warranties, product data, testing and/or inspection results or reports, and maintenance and operations manuals;
- g. If required by City, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by City;
- h. Any other submittals required by the Contract Documents; and
- i. Satisfactory evidence that any claims or liens filed have been discharged or satisfied. If an architect, a consultant, or a subcontractor, or other person or entity providing services or work for the Contractor, refuses to furnish a release or waiver required by City, the Contractor may furnish a bond satisfactory to the City to indemnify City against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Contractor shall refund to City all money that City may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorney's fees.

27. TERM:

Unless otherwise terminated in accordance with the termination provisions under Contract Documents hereinabove, this Agreement shall be in effect from the Effective Date through satisfactory completion of the Work and delivery of all Goods and Services according to the established schedule.

28. HEADINGS:

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

29. BINDING EFFECT:

The parties, and their respective officers, officials, agents, partners, successors, assigns and legal representatives, are bound to the other with respect to all of the covenants, terms, warranties and obligations set forth in Agreement.

30. NO THIRD PARTY BENEFICIARIES:

This Agreement gives no rights or benefits to anyone other than City and Contractor.

31. DEBARMENT AND SUSPENSION:

31.1 The Contractor 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 Contractor.

31.2 The Contractor 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 Contractor 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.

32. PRIOR WORK:

In the event that Contractor has delivered any Goods and Services and/or performed any of the Work under this Agreement prior to the date of this Agreement, pursuant to an authorization to proceed or verbal directive issued by City to Contractor or a letter of intent or verbal understanding entered into by and between City and Contractor, this Agreement and all of the terms and conditions thereof, including the payment obligations of City for such prior deliveries and/or performance, shall govern such prior deliveries and/or performance to the same extent as though they were performed or delivered after the date hereof, and any amounts that were earned by Contractor and paid by City to Contractor, or earned by Contractor and still to be paid by City to Contractor, for such other previously delivered Goods and Services or performed Work, shall be applied as a credit against Contractor's overall compensation under this Agreement.

33. RIGHT TO ATTORNEY FEES:

In the event City employs attorneys or incurs other expenses it may deem necessary to protect or enforce its rights under the Agreement where Contractor is in default or breach of the Agreement, or City otherwise is required to undertake performance of Contractor's obligations hereunder because of Contractor's failure or refusal to perform, Contractor agrees to pay the attorney fees, costs and expenses so incurred by City. Furthermore, wherever in the Agreement Contractor agrees to pay expenses incurred by City such expenses shall include, but are not limited to, attorney fees incurred by City.

34. DRUG FREE WORK SITE:

Contractor and its employees shall comply with all provisions of the Drug Free Workplace Act of 1988 as amended. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the workplace is prohibited. Contractor is responsible for the development implementation, administration and enforcement of a formal substance abuse policy ("Substance Abuse Policy") which, as, a minimum, meets the standards set forth by the City.

35. COMPLIANCE WITH IND. CODE § 5-16-13:

To the extent that this Project and Agreement is subject to the requirements of Indiana Code § 5-16-13 *et seq.*, which are incorporated by reference as if fully restated herein, Contractor shall comply with all applicable requirements set forth therein.

36. ACCESS TO PUBLIC RECORDS ACT:

Contractor 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 the Contract, whether the same is in the

possession or control of Contractor or City, shall be subject to release under and pursuant to the provisions of Indiana's Access to Public Records Act, as codified in Indiana Code 5-14-3-1, *et seq.*, as amended.

37. COMPETING LAWS:

As between inconsistent provisions among Federal, State and local laws, Contractor should generally comply with the more stringent requirement, unless a Federal law, rule or regulation requires that the affected Federal provision be observed, notwithstanding the existence of a more stringent applicable State or local requirement.

38. IRAN CERTIFICATION:

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

39. ADVICE OF COUNSEL:

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

40. ENTIRE AGREEMENT:

This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Contractor and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 16 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

Howard Asphalt, LLC d/b/a Howard Companies
Street Department - 2026
Appropriation #1206 101 43-502.00 Fund; P.O. #118912
Contract Not To Exceed \$184,800.00

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

CITY OF CARMEL, INDIANA

Howard Asphalt, LLC d/b/a Howard Companies

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: _____

By:



Authorized Signature

JOSH DILLON
Printed Name

DIR. OF PRE CONSTRUCTION
Title

FID/TIN: 61-1895705

Date: 01.05.24



Exhibit A

City of Carmel

Streets

Matt Higginbotham, Commissioner

One Civic Square, Carmel, IN 46032

[HOWARD ASPHALT LLC] RESPONSE DOCUMENT REPORT

RFQ No. RFQ-2025-041

25-STR Road Rejuvenator Project

RESPONSE DEADLINE: December 3, 2025 at 9:30 am

Report Generated: Thursday, December 18, 2025

Howard Asphalt LLC Response

CONTACT INFORMATION

Company:

Howard Asphalt LLC

Email:

cbowles@howardcompanies.com

Contact:

Josh Dillon

Address:

2916 Kentucky Ave.
Indianapolis, IN 46221

Phone:

(317) 849-9666

Website:

www.howardcompanies.com

Submission Date:

Dec 2, 2025 8:57 AM (Eastern Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Authorized representative contact info:*

Please include the name, title, phone and email of the authorized representative

Josh Dillon

Director of Pre-Construction

jdillon@howardcompanies.com

317-363-5250

2. I certify that I, the individual responding to this RFQ, am an authorized representative with the authority to certify and submit the following legally binding statements in this Response on behalf of my company.*

Confirmed

3. E-Verify Affidavit*

Please download the below documents, complete, and upload.

- [E-Verify Affidavit.PDF](#)

E-Verify_Affidavit_-_Executed.PDF

4. Non-Collusion Affidavit*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [Non-Collusion Affidavit.pdf](#)

Non-Collusion_Affidavit_-_Executed.pdf

PRICE TABLES

BID TAB FOR REJUVENATION

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Rejuvenator	132,000	Sq Yds	\$1.40	\$184,800.00
TOTAL					\$184,800.00

2025 ROAD REJUVENATION SPECIFICATIONS

*****This bid packet is based on quantities and not streets presented on the provided proposed street list. The proposed street list should not be considered as comprehensive. The street list is subject to change with additions or deletions.**

Final completion date: 11/01/2026

**Project completion must be before November 1st 2026,
or incur a penalty of \$500 per day.**

Standards for concrete and paving must be 2022 INDOT standards, Section 402 for asphalt, Section 502 for concrete. Bidding company must have INDOT certified concrete inspector, to test in accordance with INDOT frequency manual. Pavement must be tested at Contractor's expense, as requested by City.

After bid has been awarded, a preconstruction meeting will be scheduled where the contractor must submit a design mix for the concrete and asphalt pavement.

Any additional line items outside of the original bid tab must be approved and have a signed change order before work can be performed.

Bi-weekly progress meetings will be held at the Carmel Street Department once contract documents have been signed.

All streets to be properly cleaned before applying materials.

All materials shall comply with current Indiana State Highway Standard specifications for material supplied and for application of materials. Bidder to furnish all equipment as required to process and apply materials.

Some work on one or more City streets will have to be coordinated with other work on the street.

After the job is complete, if the City deems it necessary, at City's sole discretion, core samples will be taken and analyzed at job sites at the expense of the City. A representative of the Carmel Street Department will be assigned to each job site.

There will be no work done without first contacting the Carmel Street Commissioner for approval of dates, times and locations.

An agreement of conditions shall be signed by the accepted bidder.

The City may require that trucks provide tickets that certify the weight of the material delivered.

Proper signage and traffic control will be the responsibility of the successful bidder. (For example: "Workers Present" shall be used in place of "Men Working").

In residential areas, proper notification to residents of paving dates will be the responsibility of the successful bidder.

In some areas, there are brick pavers or stamped concrete. Special use of sand and 4'x8' pieces of plywood need to be used to protect those areas from treatment.

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
		GRAND TOTAL			

Signature

Printed Name

EXHIBIT C INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

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

Commercial General Liability:

General Aggregate Limit (other than Products/Completed Operations):	\$6,000,000
Products/Completed Operations:	\$5,000,000

Personal & Advertising Injury

Each Occurrence Limit:	\$5,000,000
------------------------	-------------

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

Bodily Injury and Property Damage:	\$5,000,000 each occurrence
------------------------------------	-----------------------------

Umbrella Excess Liability

If a commercial umbrella liability policy is used to satisfy the minimum limits of liability requirements, the combined limits must equal these minimum limits of liability.

EXHIBIT D

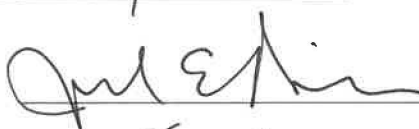
AFFIDAVIT

JOSH DILLON, 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:

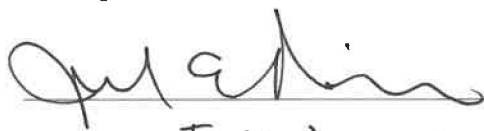
1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by
HOWARD COMPANIES (the "Employer")
in the position of DIRECTOR OF PRE CONSTRUCTION
3. I am familiar with the employment policies, practices, 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 5th day of JANUARY, 20 21


Printed: JOSH DILLON

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: JOSH DILLON

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

118912

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
12/16/2025			372681	Road Rejuvenation
HOWARD COMPANIES		Street Department		
VENDOR 2916 KENTUCKY AVE		SHIP TO 3400 W. 131st Street		
		Carmel, IN 46074-		
INDIANAPOLIS, IN 46221 -		(317) 733-2001		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
107045				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1206 Fund: 101 General Fund

Account: 43-502.00

1 Each

Road Rejuvenation

\$184,800.00

\$184,800.00

Sub Total \$184,800.00



Send Invoice To:

Street Department

3400 W. 131st Street

Carmel, IN 46074-

(317) 733-2001

PLEASE INVOICE IN DUPLICATE

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

SHIPPING INSTRUCTIONS

*SHIP PREPAID.

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

*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL

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

ORDERED BY

TITLE

PAYMENT

\$184,800.00

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

Lee Higginbotham

Lee Higginbotham
Commissioner

Zac Jackson

Zac Jackson
CFO

CONTROL NO. **118912**



SPECIAL EVENT / FACILITY USE REQUEST

Request submission date: 12/10/2025

Department Review:

MAC: yes, 01/05/2026

ENG: yes, 01/08/2026

CPD: yes, 01/08/2026

CFD: yes, 01/08/2026

STREETS: yes, 01/08/2026

PARKS: yes, 01/05/2026

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

☐ Civic Square Fountain Area

☐ Japanese Garden

☒ Midtown Plaza

☐ Other

☐ Civic Square Gazebo / Lawn

☐ Monon & Main Plaza

☐ Reflecting Pool

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

2. EVENT DETAILS

Event Purpose &

Description: *

Provide a brief description of event

Yoga on the Midtown lawn for Summer Solstice

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

☒ Yes ☐ No

Event Date Start *

6/20/2026

Event Date End *

08/22/2026

If multiple dates, please list

08/22/2026

Set-Up time: *

8:00:00 AM

Tear Down time: *

11:00:00 AM

End Time

Event Start time: *

8:30:00 AM

Event End time: *

10:00:00 AM

Rehearsal

☒ No ☐ Yes

Number of People Expected: *

100

Fees?

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

☐ Yes ☒ No

2. STREET(S) REQUESTED:

Neighborhood Name/Streets to be closed

Include addresses as appropriate

Upload Map

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

Type of Closure:

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

Explain lane restrictions needed and other needed below:

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

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

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

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

5. EVENT SET UP:

- ☐ Stage

Size of Stage

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

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

- ☐ Bounce House
☐ N/A
☐ Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

6. VENDORS:

Vendors

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

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

cindi Odle

Email *

info@fireandflowcarmel.com

Phone Number: *

3175235985

Cell Number:

3175235985

Name/Organization:

Fire & Flow Yoga

Address

Street Address

301 E. Carmel Drive

Address Line 2

Suite 200

City

Carmel

Postal / Zip Code

46032

State / Province / Region

IN

Country

USA

Organization Type: *

For-Profit Organization

Residency

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

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

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.

Fire & Flow Yoga
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Cindi Odle - Owner
Printed Name and Title (If applicable)

*

3175235985
Phone Number (Required)

301 E. Carmel Dr. Suite 300 - Carmel, IN. 46032
Address of Organization/Applicant

12/10/2025
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

Information

Allied Solutions: yes, 01/05/2026

Request submission date: 12/12/2025

Department Review:

MAC: yes, 01/05/2026

ENG: yes, 01/08/2026

CPD: yes, 01/08/2026

CFD: yes, 01/08/2026

STREETS: yes, 01/08/2026

PARKS: yes, 01/05/2026

1. CITY FACILITY REQUESTED:

Mark all that apply

FACILITY *

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

2. EVENT DETAILS:

Event Purpose & Description:

Provide a brief description of event

Ceremony for Wedding hosted at Hotel Carmichael from 5 PM - 6 PM on Friday, July 10th, 2026.

Hotel will provide 140 White Wooden Chairs for Ceremony. Set-up will occur after 2 PM on July 10th.

Hotel will retrieve all chairs at 6:30 PM after ceremony photos have concluded.

No other equipment or assistance necessary.

Attach additional pages if needed-SEE BELOW

Event Date Start *

7/10/2026

Event Date End *

7/10/2026

If multiple dates,
please list

Set-Up time *

2:00:00 PM

Tear Down End time *

6:30:00 PM

Event Start time: *

5:00:00 PM

Event End time: *

6:00:00 PM

Rehearsal *

☐ No ☒ Yes

Rehearsal Date:

7/9/2026

Rehearsal Start Time:

5:00:00 PM

Rehearsal End Time:

6:30:00 PM

Number of People Expected: *

25

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

Access to Electrical for DJ

No Parking Signs *

Please note the number of NO PARKING SIGNS needed

3

EVENT SET UP:

Mark all that apply

- ☐ Stage

Size of Stage

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

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

☐ **Bounce House**

☐ **N/A**

☐ **Other**

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

VENDORS:

Mark all that apply

Vendors

☐ **VENDORS PRESENT**

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

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

☒ **N/A**

6. CONTACT INFORMATION:



Contact Person Mallory Davis

Email mdavis@hotelcarmichael.com

Phone Number: 3176889611

Cell Number:

Name/Organization: Hotel Carmichael

Address

Street Address

1 Carmichael Sq

Address Line 2

City

Carmel

Postal / Zip Code

46032

State / Province / Region

IN

Country

United States

Organization Type: * For-Profit Organization

Residency

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

☒ **Yes**

☐ **No**

SECURITY DEPOSIT AND FEE:

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

Payment may be made online using a credit or debit card at <https://www.govpaynow.com> . PLC #A0026j, calling the Govpay call center at 1-888-604-7888 (give them PLC#) or in the form of a certified check or money order made payable to the City of Carmel. (Mail to: Carmel City hall, Attn: Lobby Desk, 1 Civic Square, Carmel, IN 46032)

DISCLAIMER:

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Acknowledgement and Agreement

Mayor's Office

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

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

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

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

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

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

Hotel Carmichael/Mallory Davis
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

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

*

3176889611
Phone Number (Required)

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____

1 Carmichael Sq.
Carmel, IN 46032
Address of Organization/Applicant

12/12/2025
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: 12/29/2025

Department Review:

MAC: yes, 01/05/2026

ENG: yes, 01/08/2026

CPD: yes, 01/08/2026

CFD: yes, 01/08/2026

STREETS: yes, 01/08/2026

PARKS: yes, 01/05/2026

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

☐ Civic Square Fountain Area

☐ Japanese Garden

☐ Midtown Plaza

☒ Other

Carmel City Center

☐ Civic Square Gazebo / Lawn

☐ Monon & Main Plaza

☐ Reflecting Pool

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

2. EVENT DETAILS

Event Purpose &

Description: *

Provide a brief description of event

Annual fall German festival themed event at Carmel City Center highlighting area merchants.

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

☒ Yes ☐ No

Event Date Start *

10/2/2026

Event Date End *

10/2/2026

If multiple dates, please list

Set-Up time: *

9:00:00 AM

Tear Down time: *

11:00:00 PM

End Time

Event Start

time: *

6:00:00 PM

Event End time: *

10:00:00 PM

Rehearsal

☐ No ☐ Yes

Rehearsal Date:

Rehearsal Start:

Rehearsal Start Time:

Rehearsal End:

Rehearsal End Time:

Number of People

2,000

Expected: *

Fees?

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

☐ Yes ☒ No

2. STREET(S) REQUESTED:

Neighborhood Veterans Way, Hanover Place
Name/Streets to be closed Include addresses as appropriate

Upload Map An easy to read, color map of the area is required with submission.
Oktoberfest Map.pdf 774.8KB

Type of Closure:

☐ Rolling closure

☒ Total closure

☐ Lane restrictions - explain below

☐ Other - explain below

☐ N/A

Explain lane restrictions needed and other needed below:

Further Info for type of closure

3. SPECIAL REQUESTS:

Requests:

☒ Electricity

☐ Fountain Restroom - Fountain/Gazebo

☐ Reflecting Pool Restrooms

☐ N/A

☐ Other

4. CITY SERVICES NEEDED: Mark all that apply

City Services Needed

☒ Cones/Barricades (signed agreement required)

☐ Detour/Traffic Redirection Signs (signed agreement required)

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

☒ Extra Patrol During Event (when available)

☐ Traffic Control (Extra fees may apply)

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

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

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

☐ N/A

☐ Other

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

☒ Standard Cones ☐ Tall Skinny Cones

☒ Barricades (used to close roads) ☐ Crowd-Control Gates

Barricades * Please note the number of Barricades needed

4

Standard Cones * Please note the number of Standard Cones needed

30

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

20

5. EVENT SET UP:

☒ Stage

24 ft x14ft

Size of Stage

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

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

- ☐ Bounce House
- ☐ N/A
- ☐ Other

Party Time Rental

Name of Merchants(s) doing the setup

3175362022

Phone Number of Merchant(s) doing set up:

6. VENDORS:

Vendors

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

Vendors Present *

Approximately how many vendors will be present?

9

7. CONTACT INFORMATION:

Contact Person *

Kenna Dishmond

Email *

kdishmond@carmel.in.gov

Phone Number: *

3177719972

Cell Number:

Name/Organization:

City of Carmel

Address

Street Address

1 Civic Square

Address Line 2

City

Carmel

Postal / Zip Code

46032

State / Province / Region

Indiana

Country

United States

Organization Type: *

Non-Profit Organization

Residency

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

- ☒ Yes
- ☐ No

SECURITY DEPOSIT AND FEE:

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

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Acknowledgement and Agreement

Mayor's Office

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

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

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

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

City of Carmel
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Kenna Dishmond
Printed Name and Title (If applicable)

*

3177719971
Phone Number (Required)

One Civic Square. Carmel In 46032
Address of Organization/Applicant

12/29/2025
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

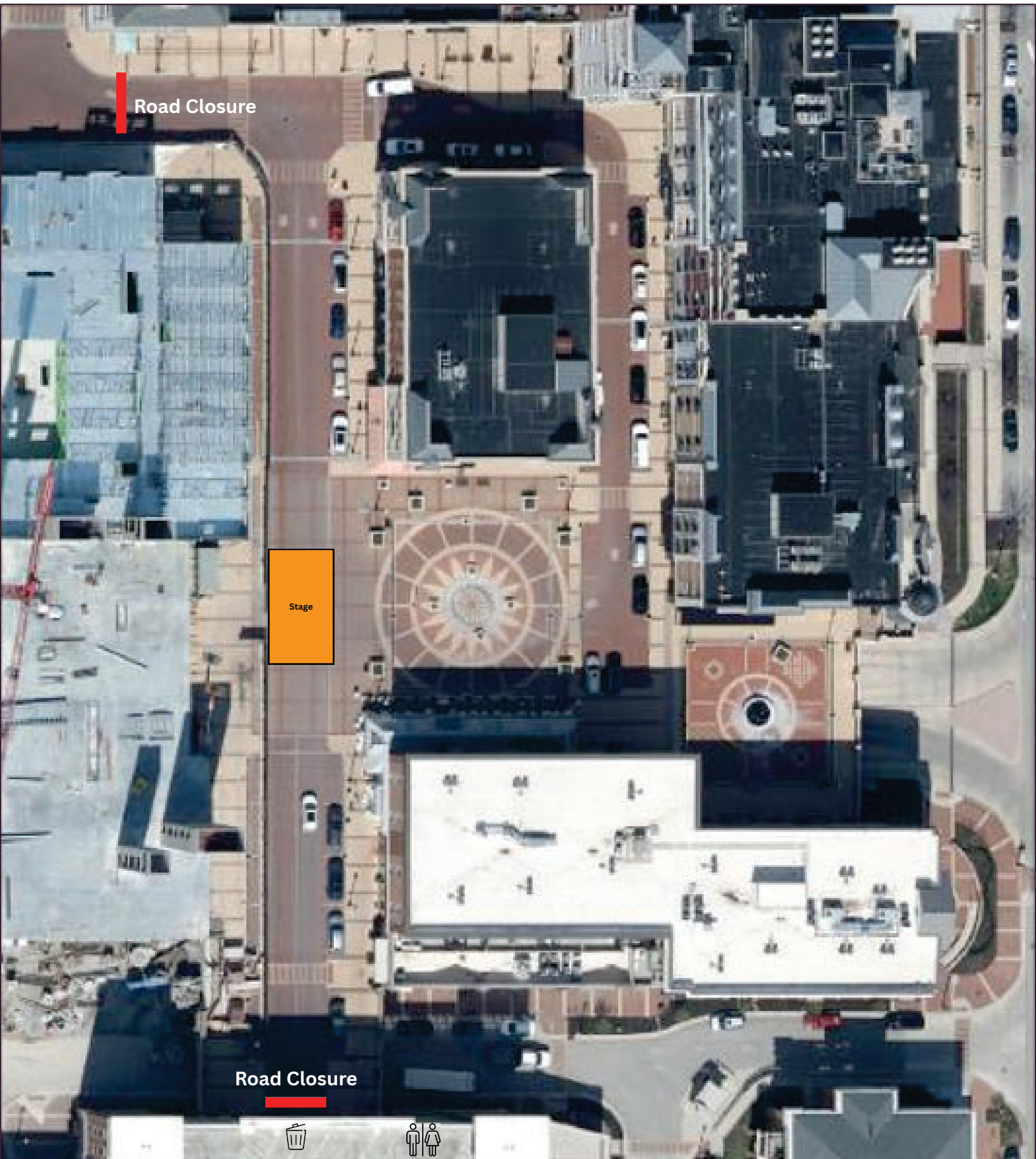
Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____





SPECIAL EVENT / FACILITY USE REQUEST

Originally requested/approved for 10/2025.
Work was not completed when requested.

Request submission date: 01/12/2026

Department Review:
MAC: yes, 01/12/2026
ENG: NO RESPONSE
CPD:yes, 01/12/2026

CFD: NO RESPONSE
STREETS: yes, 01/12/2026
PARKS:yes, 01/12/2026

Information

Confirmed that work will be completed on
02/09/2026

1. CITY FACILITY(S) REQUESTED:

Facility(s)

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

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

2. EVENT DETAILS

Event Purpose & Description: *

Provide a brief description of event

Awning replacement

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

☐ Yes ☒ No

Event Date Start *

2/9/2026

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 *

2/9/2026

If multiple dates,
please list

Set-Up time: *

8:00:00 AM

Tear Down time: *

2:00:00 PM

End Time

Event Start time: *

9:00:00 AM

Event End time: *

2:00:00 PM

Rehearsal

☐ No ☐ Yes

Rehearsal Date:

Rehearsal Start:

Rehearsal Start Time:

Rehearsal End:

Rehearsal End Time:

Number of People Expected: *

4

Fees?

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

☐ Yes ☐ No

2. STREET(S) REQUESTED:



Neighborhood 2078 east St. Rd. 234
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 They will be removing the awnings at 35 east main street Carmel In 46032. We would need to block part of the turn lane while they take them down. They will re surface the awnings and we can re block off part of the lane needed while they re install the awnings.

3. SPECIAL REQUESTS:



Requests:

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

4. CITY SERVICES NEEDED: Mark all that apply



City Services Needed

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

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 * Jonathon Poppino

Email * jpoppino@pedcor.net

Phone Number: * 1317452574

Cell Number:

Name/Organization: Pedcor Homes

Address

Street Address

Address Line 2

City

State / Province / Region

Postal / Zip Code

Country

Organization Type: * For-Profit Organization

Residency

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

- ☒ Yes
- ☐ No

SECURITY DEPOSIT AND FEE:



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Mayor's Office

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

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

Pedcor Homes Corporation
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Jonathon Poppino (Facility Director)
Printed Name and Title (If applicable)

*

33174525746
Phone Number (Required)

770 3rd Ave Sw Carmel IN 46032
Address of Organization/Applicant

1/12/2026
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: _____



1/13/2026

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

Re: Consent to Encroach (Wood shed and retaining wall) at 1531 Spruce Ct

Dear Board Members:

A Consent to Encroach document signed by Campbell, Donald B & Elizabeth F CoTrustees Campbell Family Rev Trust, owners of the property with the common address 1531 Spruce Ct, is submitted to the Board for signatures. A variance for the encroachment is also submitted to the Board of Public Works for approval during the 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,

Bradley Pease, PE
City Engineer

ATTACHMENT: CONSENT TO ENCROACH DOCUMENT



1/13/2026

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

Re: Request for Variance (Wood shed and retaining wall) at 1531 Spruce Ct

Dear Board Members:

Campbell, Donald B & Elizabeth F CoTrustees Campbell Family Rev Trust, owner of the property with the common address 1531 Spruce Ct, have requested a variance from the Carmel City Code Section 6-227(a)(4) for the installation of a Wood shed and retaining wall within a portion of the lot designated as an easement. Generally, the improvement is proposed to be installed at the location indicated on the attached exhibit.

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

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

Respectfully,

Bradley Pease, PE
City Engineer

CONSENT TO ENCROACH

THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Campbell, Donald B & Elizabeth F CoTrustees Campbell Family Rev Trust, 1531 Spruce Ct, Carmel, Hamilton County, Indiana 46033, (individually and collectively, "Owner"), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety

WITNESSETH:

WHEREAS, Owner owns in fee simple Lot 252 ("Lot") in COOL CREEK NORTH, section 16, which is located within the corporate limits of the City of Carmel, Indiana ("Subdivision"), which real estate is more particularly described in Exhibit A, attached hereto and incorporated herein by the reference; and

WHEREAS, the official plat of the Subdivision was recorded in PB 7 PG 79, Instrument Number 11091 in the Office of the Hamilton County Recorder on 12/20/1978, as COOL CREEK NORTH, section 16 (the "Plat"); and

WHEREAS, the current Owner wishes to install a Wood shed and retaining wall 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 and Utility Easement, identified as "20' 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

Donald B. Campbell

Printed Name

Donald B Campbell

Signature

Date: 1/13/26

PROPERTY OWNER

Printed Name

Signature

Date: _____

STATE OF South Carolina
~~INDIANA~~)
) SS.
 COUNTY OF Spartanburg

Before me, a Notary Public in and for said County and State, personally appeared Donald B Campbell 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 13th day of January, 20 26

My Commission Expires

07-18-33



Frances B Krydyski
 NOTARY PUBLIC

Frances B. Krydyski
 Printed Name

My County of Residence Spartanburg

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

Printed Name

Signature

Date: _____

PROPERTY OWNER

Elizabeth F. Campbell
Printed Name

Elizabeth F. Campbell
Signature

Date: 1-13-2026

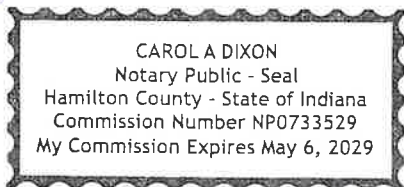
STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared Elizabeth F. Campbell
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 13 day of January, 20 26

My Commission Expires:

05/06/2029



Carol A Dixon
NOTARY PUBLIC

Carol A Dixon
Printed Name

My County of Residence: Hamilton

"CITY"

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

BY: _____
Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

Jacob Quinn, Clerk

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

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

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

My Commission Expires:

NOTARY PUBLIC

Printed Name

My County of Residence: _____

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

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

Exhibit A

CERTIFICATE OF SURVEY

I, the undersigned, do hereby certify the attached plat to be true and correct to the best of my knowledge and belief, representing a subdivision of part of the Southwest Quarter of Section 20, Township 18 North, Range 4 East in Hamilton County, State of Indiana, being more particularly described as follows:

Beginning at the northeast corner of said quarter section; thence South 00°40'06" East on and along the east line of the aforesaid quarter section a distance of 682.301 feet; thence South 89°19'54" West a distance of 165.000 feet to the point of curvature of a curve concave Northeasterly; said curve having a radius of 166.637 feet and a central angle of 79°24'06"; thence Northwesterly along the arc of said curve a distance of 230.929 feet to the point of tangent; said arc being subtended by a chord having a bearing of North 50°58'03" West and a length of 212.888 feet; thence North 11°16'00" West, tangent to the last described curve a distance of 196.852 feet; thence North 84°57'28" West a distance of 100.499 feet; thence South 89°19'54" West a distance of 100.000 feet; thence South 73°23'11" West a distance of 109.202 feet; thence North 75°04'01" West a distance of 204.505 feet; thence South 89°19'54" West a distance of 1259.915 feet; thence North 00°42'24" West and parallel with the west line of said quarter section a distance of 343.003 feet to a point on the north line of said quarter section; said point being South 89°59'24" East a distance of 517.420 feet from the northwest corner of the said Southwest Quarter Section; thence South 89°59'24" East on and along the north line of said quarter section a distance of 2127.264 feet to the point of beginning, containing in all 19.214 acres, subject, however, to all legal highways, rights-of-way and easements of record.

This subdivision consists of 42 lots, numbered consecutively from 244 to 285, both inclusive, and streets as shown hereon. The size of lots and widths of rights-of-way are shown on this plat by figures denoting feet and decimal parts thereof.



Certified this 14 day of Dec, 1977

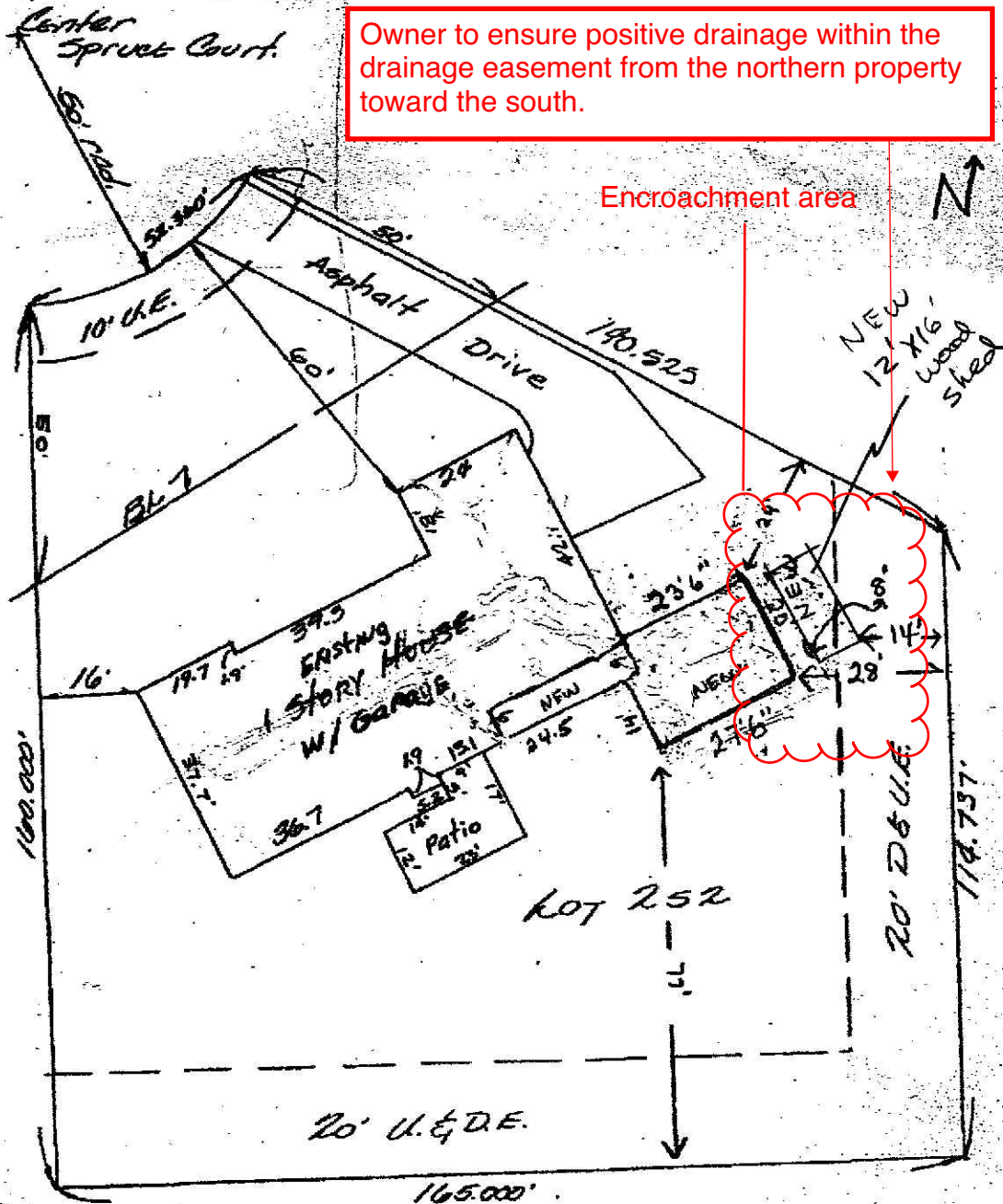
MID-STATES ENGINEERING CO., INC.

A handwritten signature in blue ink, appearing to read "Sol C. Miller", written over a horizontal line.

Sol C. Miller
Reg. Land Surveyor #9788 - Indiana

Exhibit B

This is to certify that the subject property is not located in a Special Flood Hazard Area as established by the National Flood Insurance Program — Federal Emergency Management Agency



Note: This Inspection was prepared for MORTGAGE PURPOSES ONLY and is not represented to be a property line survey. The property corners were not marked. Do not use for establishing fence or property lines.

Prepared for: MERCHANTS MORTGAGE CORPORATION

90051034

Re: DONALD B. & ELIZABETH F. CAMPBELL

Property Address: 1531 SPRUCE COURT

Exhibit B

SUBJECT

Carmel Consent To Encroachment for 1531 Spruce Ct.
Carmel, IN for 12'x16' wood shed.

JOB NO:

SHEET

2 OF 2

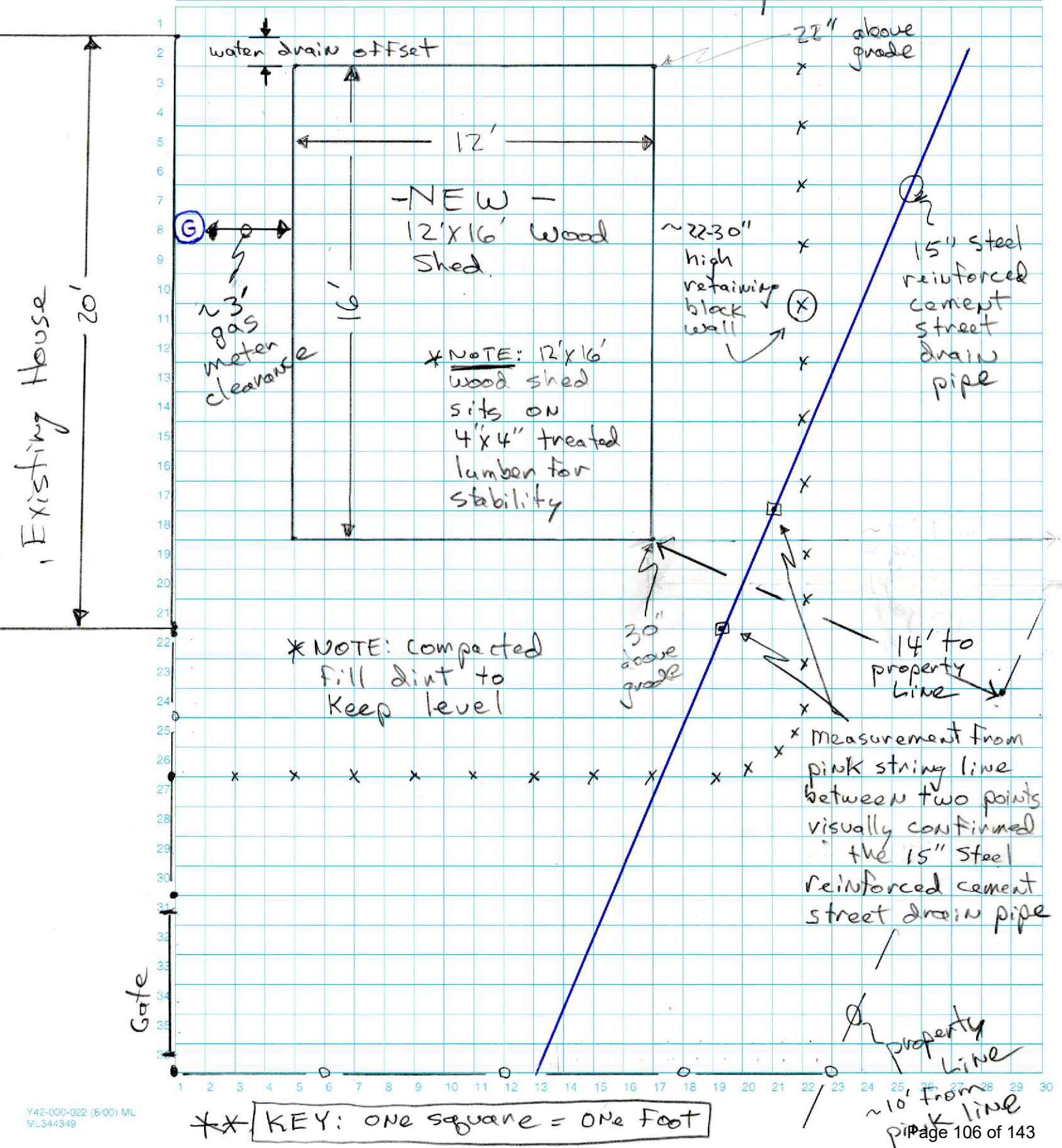
BY

BY

D. Campbell

DATE

1/3/26



January 13, 2026

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

RE: 310 2nd STREET – WILKINSON'S ADDITION LOTS 5 & 6 & VACATED ALLEY- REPLAT

Dear Board Members:

Joshua Orendi, the property owner at 310 2nd Street, has requested a replat for Lots 5, 6, and the vacated alley in association with the Wilkinson Addition be placed on the Board of Public Works and Safety agenda for approval and signatures.

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

Sincerely,



Bradley Pease, P.E.
City Engineer

ATTACHMENT: MYLAR PLAT

January 13, 2026

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

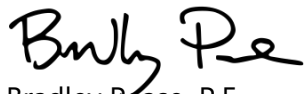
RE: STORMWATER TECHNICAL STANDARDS WAIVER – 4671 NORTHWESTERN DRIVE

Dear Board Members:

Evan West, with LandWorx Engineering, LLC, has requested a waiver from the Stormwater Technical Standards Manual in association with the driveway and parking replacement planned at 4671 Northwestern Drive (exhibits attached).

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



December 30, 2025

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

Re: PZ-2025-00240 ADLS Amend – Driveway and parking replacement

To whom it may concern,

On behalf of 1776 Enterprises, we are requesting a waiver from Section 701.03 of the City of Carmel Stormwater Technical Standards Manual regarding the requirements for detention and water quality for disturbances exceeding ¼ acre.

The primary intent of this project is the replacement of a dilapidated driveway and parking area. The project provides a significant benefit by reducing the site's overall impervious footprint:

- Existing Impervious Area: ~20,300 sq. ft.
- Proposed Impervious Area: ~14,200 sq. ft.
- Net Reduction: 6,100 sq. ft. (~30% reduction)

Strict adherence to Section 701.03 would require the installation of new detention and storm infrastructure for a project that is already actively reducing the peak flow and volume of runoff. By removing over 6,000 square feet of asphalt and replacing it with pervious green space, the project achieves the intent of the Stormwater Manual, improving water quality and reducing the burden on the City's infrastructure, without the need for mechanical or structural detention.

It is our professional opinion that this project represents a net positive impact on the surrounding stormwater system and that requiring additional detention would create an unnecessary hardship for a site improvement that is already self-mitigating.

Sincerely,

Evan West, PE

LandWorx Engineering, LLC

WATER LINE EASEMENT AGREEMENT

This Water Line Easement Agreement (the "Agreement") is made and entered into this ____ day of _____, 20____, by and between Hanyu Zhang and Enming Zhang, husband and wife (collectively "Grantor") and the City of Carmel, Indiana, an Indiana municipal corporation ("Grantee").

RECITALS:

A. Grantor is the owner of certain real property located at 2108 E. 96th St. in Hamilton County, Indiana ("Grantor's Property") more particularly described in Exhibit 1 attached hereto and incorporated herein.

B. Grantee, in connection with Grantee's improvement/construction of certain water utility line facilities (the "Project") requires a permanent, exclusive easement over, through, under, upon and across that portion of Grantor's Property more particularly described and depicted on Exhibit A and Exhibit B attached hereto and incorporated herein, (the "Easement Property") to provide for the laying, installing, constructing, maintaining, operating, inspecting, altering, repairing, replacing and removing water utility lines, and all associated valves, pumps, fittings, meters, accessories and equipment on, over, and across the Easement Property (the "Improvements").

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein by reference and the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee, a non-exclusive, perpetual easement for the purpose of laying, installing, constructing, maintaining, operating, inspecting, altering, repairing, replacing and removing (the "Improvements") through, under, upon and across the Easement Property. All improvements shall be located underground or on the surface of (and, except for fire hydrants not protruding above the surface of) such ground. Grantee shall have the right to: (a) remove from the Easement Property, without liability for replacement or repair (except as provided in paragraph 2 of this Agreement), any fences, structures, asphalt or concrete paving, curbing or other improvements, trees, bushes, earth berming, landscaping and other structures that exist prior to, at the time of, or after Grantee's acquisition of such easement. Grantee shall also have the right of ingress and egress over, upon and across the Grantor's Property for purposes of access to the Easement Property. The easement also includes the rights and privileges (i) to temporarily use, from time to time, additional space on the Grantor's Property, where available and necessary, for equipment and materials necessary for the installation, repair and maintenance of the Improvements located through, under or across the Easement Property, provided that such temporary use shall in all instances be subject to the reasonable approval of Grantor including, but not limited to, the location and periods of time of such use, and (ii) to do all acts and things requisite and necessary for the full enjoyment of the easement hereby granted.

2. Obligations of Grantee. Grantee shall maintain, repair, replace and service the Improvements. Subject to the location of the Improvements on the Easement Property, upon completion of the Project, Grantee shall repair, restore, and replace any damaged driveways, paths, sidewalks or parking areas on the Easement Property, and Grantee shall seed the affected portion of the Easement Property. Grantee shall not be obligated to restore any landscaping, trees, vegetation or similar items and shall have no other repair obligations other than as set forth herein. In the course of any work performed by Grantee pursuant to the rights granted it hereunder. Grantee shall (i) diligently pursue the completion of such work, (ii) use commercially reasonable efforts, to minimize any disruption or interference with the use and conduct of business upon Grantor's Property, and (iii) except for emergencies involving the public health, safety or welfare, not unreasonably impair vehicular or pedestrian access to and through Grantor's Property.

3. Rights Retained by Grantor. Grantor shall retain unto itself the right to use the Easement Property for any and all purposes and uses not inconsistent with the foregoing easement; provided, however, Grantor shall not erect or maintain any permanent structures, obstructions, or other improvements under and/or upon the surface of or over the Easement Property (provided, however, that the erection or maintenance of driveways, curbing, asphalt or concrete paving, paths, sidewalks, parking areas or similar improvements shall be permitted) or perform any act which would impair or interfere with Grantee's use and enjoyment of the Easement Property or the easement herein granted. The immediately preceding sentence prohibits (among the other prohibitions effected by it) the erecting or maintaining in the Easement Property of any earthen mound or series or system of earthen mounds.

4. Obligations of Grantor. Grantor shall not install any fence, structure, or other improvements (other than those installed by Grantee and other than those permitted in this Agreement). Grantor shall mow and care for the grass located within the Easement Property. Grantor shall not block, impede or interfere with the Improvements or Grantee's access to or use of the Easement Property.

5. Easement and Covenants Appurtenant. The easement granted, created and made herein, together with the benefits thereof, shall run with the Grantor's Property and the Easement Property, inure to the benefit of Grantee and its grantees, successors and assigns and shall bind Grantor and its grantees, successors and assigns.

6. Environmental Matters. To the Grantor's knowledge, neither Grantor's Property nor the Easement Property is not presently the subject to or threatened with any environment lien, written claim or proceeding. Grantor agrees that between Grantor and Grantee, the acceptance of this Agreement by Grantee shall not increase the liability of Grantee for environmentally related claims arising from or related to (i) conditions on the Grantor's Property or the Easement Property prior to the acceptance of this Agreement unless caused by Grantee or Grantee's employees, agents, representatives and contractors; (ii) acts of Grantor or any other third party (other than Grantee's employees, agents, representatives and contractors); or (iii) conditions on the Grantor's Property or the Easement Property not created by Grantee or Grantee's employees, agents, representatives and contractors.

7. Other Obligations. Grantor agrees that this Agreement shall not transfer to Grantee any past, present, or future obligation(s) of Grantor to be responsible for, or to pay, any tax, assessment, or fee associated with or related to the Grantor's Property or Easement Property.

8. Waiver. Waiver by either party of any one default hereunder will not be deemed to be a waiver of any other default under this Agreement. Any remedy or election under this Agreement will not

be deemed exclusive, but instead, whenever legally permissible, will be cumulative with all other remedies at law or in equity.

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

10. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and all prior agreements, communications and negotiations between the parties, either verbal or written, are hereby merged into this Agreement. This Agreement may be terminated, modified, or amended only by a writing signed by the parties, and no agreement or consent of any other persons (other than any mortgagee of the Grantor's Property) shall be necessary for such termination, modification, or amendment.

11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Indiana. Any litigation associated with or arising from this Agreement shall be filed with a court of competent jurisdiction within Hamilton County, Indiana.

12. Notice. Any and all notices, demands, requests, submissions, approvals, consents, or other communications or documents required to be given, delivered or served or which may be given, delivered or served under or by the terms and provisions of this Agreement or pursuant to law or otherwise, shall be in writing. All notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by certified or regular U.S. mail, postage prepaid, in which case notice shall be deemed delivered two business days after deposit in such mails, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt or refusal of delivery. All notices shall be addressed to the respective parties as follows:

If to Grantee:	City of Carmel One Civic Square Carmel, Indiana 46032 Attn: Corporation Counsel
----------------	--

With a Copy to:	City of Carmel 30 W, Main Street, Ste 220 Carmel, Indiana 46032 Attn: Director of Utilities
-----------------	--

If to Grantor:	Hanyu & Enming Zhang 24 Heritage Lane Natick, MA 07160
----------------	--

13. Severability. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance, shall at any time or to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term, covenant, condition and provision of this Agreement shall continue to be valid, binding and enforceable to the fullest extent permitted by law.

14. Authority. The person(s) executing this instrument on behalf of Grantor hereby represent that they have the authority to bind Grantor to the terms and conditions set forth herein and that all necessary action therefore has been taken. Grantor further represents and warrants to Grantee that to Grantor's knowledge, Grantor is the fee simple owner of the Easement Property; that Grantor has the right to grant this easement; and that no approval of any other party is necessary for the granting of this Agreement or to the extend necessary has been obtained by Grantor

(Signature pages to follow)

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

GRANTOR:



Hanyu Zhang



Enming Zhang

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Hanyu Zhang and Enming Zhang, and who having been duly sworn acknowledged execution of the foregoing "Water Line Easement Agreement" for and on behalf of such entity.

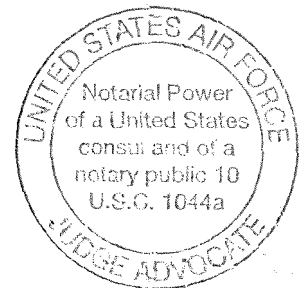
WITNESS my hand and notarial seal, this 29th day of December, 2025.

My Commission Expires: N/A

Notary Public 

My County of Residence: Lexington

Printed Name: Tyanna Marlow



GRANTEE:

THE CITY OF CARMEL, INDIANA

By and through its Board of Public Works and Safety

By: _____
Laura Campbell, Presiding Officer

Date: _____

By: _____
James Barlow, Member

Date: _____

By: _____
Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Laura Campbell, James Barlow and Alan Potasnik, by me known to be members of the City of Carmel's Board of Public Works and Safety and Jacob Quinn, Clerk of the City of Carmel, who acknowledged execution of the foregoing Water Line Easement Agreement on behalf of the City of Carmel.

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

My Commission No./Expiration:

Notary Public

County of Residence:

Printed Name

This instrument was prepared by Sergey Grechukhin, City of Carmel, Office of Corporation Counsel, 1 Civic Square, Carmel, IN 46032.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each and every Social Security number from this document, unless it is required by law. Sergey Grechukhin Grantee Tax and Mailing Address: One Civic Square, Carmel, Indiana 46032

Exhibit 1

Lot Number 4 in Forest Glen Subdivision in Hamilton County, Indiana, as per plat thereof, recorded in Plat Book 2, pages 75-76, in the Office of the Recorder of Hamilton County, Indiana.

Project: City of Carmel Water Main Ext. at 96th Street
Parcel: 1 Permanent Easement
Project No.: 202402445
Tax ID: 29-14-07-307-014.000-018

The South 20.00 feet in Lot 4 of the Forest Glen Subdivision the plat of which is recorded in Plat Book 2, Pages 75 and 76 of the Hamilton County Recorder's Office, containing 2,857 square feet, more or less.

Also, the West 20.00 feet of the North 40.00 feet of the South 60.00 feet of said Lot 4, containing 800 square feet, more or less.

Containing in all 3,657 square feet.

This description was prepared for the Carmel of Carmel by Edward J. Sweetland, Indiana Professional Surveyor, License Number LS29900000, on the 21st day of March, 2025.



PROJECT: 201/0023 9:57 AM
DRAWING FILE: P:\2024\02445\0 - Donation Survey of Easement - Exhibit A\202402445.DWG
EDITED BY: ESWEETLAND
PLOT DATE: 3/11/2025
PLOT SCALE: 1:1

**AMERICAN
STRUCTUREPOINT
INC.**

9025 River Road Suite 208 | Indianapolis, Indiana 46240
TEL 317.547.5580 | FAX 317.543.0270
www.structurepoint.com

**96TH STREET
WATERLINE
PROJECT**

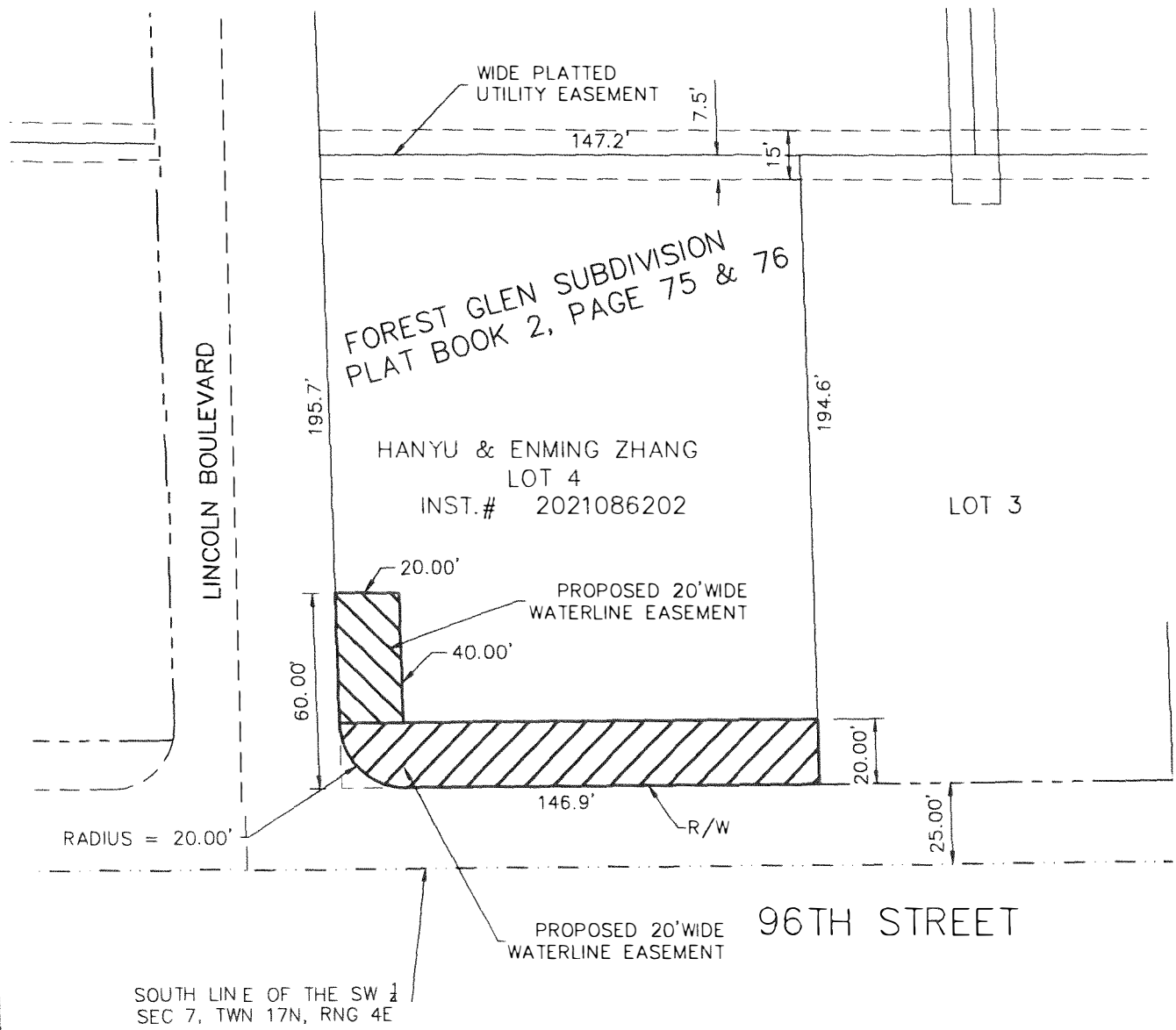
**WATERLINE
EASEMENT
PARCEL 1**

Scale:	-
Drawn By:	EJS
Checked By:	SMW
Date:	3/11/2025
Job No.:	2024.02445

Exhibit A

**Sheet
1 OF 2**

PLOT DATE: 3/17/2025 9:57 AM
 LOT SCALE: 1" = 50'
 DRAWING FILE: P:\2024\02445\02445.DWG
 EXISTING DATE: 3/21/2025
 EXISTING BY: JESWELL AND



SCALE: 1" = 50'

 AMERICAN STRUCTUREPOINT INC. 9025 River Road, Suite 200 Indianapolis, Indiana 46240 TEL: 317.547.5580 FAX: 317.543.0270 www.structurepoint.com	96TH STREET WATERLINE PROJECT	WATERLINE EASEMENT PARCEL 1	Scale: 1" = 50'	Exhibit B Sheet 2 OF 2
			Drawn By: EJS	
			Checked By: SMW	
			Date: 3/11/2025	
			Job No.: 2024.02445	

WATER LINE EASEMENT AGREEMENT

This Water Line Easement Agreement (the "Agreement") is made and entered into this 2nd day of July, 2025, by and between Lexington Limited Liability Company, ("Grantor") and the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety ("Grantee").

RECITALS:

A. Grantor is the owner of certain real property located at 10560 N. Michigan Road, in Hamilton County, Indiana ("Grantor's Property") more particularly described in Exhibit A attached hereto and incorporated herein.

B. Grantee, in connection with Grantee's improvement/construction of the Michigan Road Water Main Installation (the "Project") requires a permanent, exclusive easement over, through, under, upon and across that portion of Grantor's Property more particularly described and depicted on Exhibit A and Exhibit B attached hereto and incorporated herein, (the "Easement Property") to provide for the laying, installing, constructing, maintaining, operating, inspecting, altering, repairing, replacing and removing water utility lines, and all associated valves, pumps, fittings, meters, accessories and equipment on, over, and across the Easement Property (the "Improvements").

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein by reference and the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee an exclusive, perpetual easement for the purpose of laying, installing, constructing, maintaining, operating, inspecting, altering, repairing, replacing and removing the Improvements on, over, through, under, upon and across the Easement Property. Grantee shall have the right to: (a) remove from the Easement Property, without liability for replacement or repair (except as provided in paragraph 2 of this Agreement), any fences, structures, asphalt or concrete paving, curbing or other improvements, trees, bushes, earth berming, landscaping and other structures that exist prior to, at the time of, or after Grantee's acquisition of such easement; and (b) make such alterations and improvements to the Easement Property as Grantee deems may be necessary or useful in the exercise of Grantee's rights hereunder. If the Improvements are installed in good faith in a location other than the location that is described and depicted in Exhibit A and Exhibit B then, and in that event, the Easement Property defined herein shall be revised to include that strip of land that is centered on the line or equipment as installed, and in such an event, Grantor and Grantee, shall join in the execution and acceptance of an appropriate substitute easement instrument if either Grantor or Grantee shall deliver to the other a written request for such a substitute easement instrument. Grantee shall also have the right of ingress and egress over,

under, upon and across the Grantor's Property for purposes of access to the Easement Property. The easement also includes the rights and privileges to temporarily use, from time to time, additional space on the Grantors Property, where available and necessary, for equipment and materials necessary for the installation, repair and maintenance of the Improvements located in, under, upon, over, and/or across the Easement Property, to do all acts and things requisite and necessary for the full enjoyment of the easement hereby granted, and for nearby property owners, their grantees, successors, agents, or employees, to connect the premises of such nearby property owners by service pipes to the Improvements installed by Grantee within the Easement Property, provided such nearby property owners, their grantees, successors, agents, or employees restore the portion of the Grantor's Property disturbed by their work to a condition that is as near the condition that existed just prior to the time the portion was disturbed by them as is practicable.

2. Obligations of Grantee. The Grantee shall maintain, repair, replace and service the Improvements. Subject to the location of the Improvements on the Easement Property, upon completion of the Project, Grantee shall repair and replace any damaged driveways, paths, sidewalks or parking areas on the Easement Property, and Grantee shall seed the affected portion of the Easement Property. Grantee shall not be obligated to restore any landscaping, trees, vegetation or similar items and shall have no other repair obligations other than as set forth herein.

3. Rights Retained by Grantor. Grantor shall retain unto itself the right to use the Easement Property for any and all purposes and uses not inconsistent with the foregoing easement; provided, however, Grantor shall not erect or maintain any permanent structures, obstructions, or other improvements under and/or upon the surface of or over the Easement Property or perform any act which would impair or interfere with Grantee's use and enjoyment of the Easement Property or the easement herein granted. The immediately preceding sentence prohibits (among the other prohibitions effected by it) the erecting or maintaining in the Easement Property of any earthen mound or series or system of earthen mounds.

4. Obligations of Grantor. Grantor shall keep the Easement Property free of any fence, structure, asphalt, gravel, plants, concrete or other improvements (other than those installed by Grantee). Grantor shall mow and care for the grass located within the Easement Property. Grantor shall not block, impede or interfere with the Improvements or Grantee's access to or use of the Easement Property.

5. Easement and Covenants Appurtenant. The easement granted, created and made herein, together with the benefits thereof, shall run with the Grantor's Property and the Easement Property, inure to the benefit of Grantee and its grantees, successors and assigns and shall bind Grantor and its grantees, successors and assigns.

6. Environmental Matters. Grantor covenants and represents that to the best of its knowledge, neither the Grantor's Property nor the Easement Property is not presently the subject of, nor is there the threat of any federal, state or states, or local environmentally related lien, proceeding, claim, liability or action. Grantor agrees that between Grantor and Grantee, the acceptance of this Agreement by Grantee shall not increase the liability of Grantee for environmentally related claims arising from or related to (i) conditions on the Grantor's Property or the Easement Property prior to the acceptance of this Agreement; (ii) acts of Grantor or any

other third party; or (iii) conditions on the Grantor's Property or the Easement Property not created by Grantee.

7. Other Obligations. Grantor agrees that this Agreement shall not transfer to Grantee any past, present, or future obligation(s) of Grantor to be responsible for, or to pay, any tax, assessment, or fee associated with or related to the Grantor's Property or Easement Property.

8. Waiver. Waiver by either party of any one default hereunder will not be deemed to be a waiver of any other default under this Agreement. Any remedy or election under this Agreement will not be deemed exclusive, but instead, whenever legally permissible, will be cumulative with all other remedies at law or in equity.

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

10. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and all prior agreements, communications and negotiations between the parties, either verbal or written, are hereby merged into this Agreement. This Agreement may be terminated, modified, or amended only by a writing signed by the parties, and no agreement or consent of any other persons shall be necessary for such termination, modification, or amendment.

11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Indiana. Any litigation associated with or arising from this Agreement shall be filed with a court of competent jurisdiction within Hamilton County, Indiana.

12. Notice. Any and all notices, demands, requests, submissions, approvals, consents, or other communications or documents required to be given, delivered or served or which may be given, delivered or served under or by the terms and provisions of this Agreement or pursuant to law or otherwise, shall be in writing. All notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by certified or regular U.S. mail, postage prepaid, in which case notice shall be deemed delivered two business days after deposit in such mails, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt or refusal of delivery. All notices shall be addressed to the respective parties as follows:

If to Grantee:	City of Carmel One Civic Square Carmel, Indiana 46032 Attn: Corporation Counsel
With a Copy to:	City of Carmel

30 W. Main Street
Ste 220
Carmel, Indiana 46032
Attn: Director of Utilities

If to Grantor:

Lexington Limited Liability
Attn: Mr. Patrick Sanders
6986 Donnelly Drive
Brownsburg, IN 46112

13. Severability. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance, shall at any time or to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term, covenant, condition and provision of this Agreement shall continue to be valid, binding and enforceable to the fullest extent permitted by law.

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

[Signature pages to follow]

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

GRANTOR:

Lexington Limited Liability

By: Patrick Sanders

Printed: Patrick Sanders

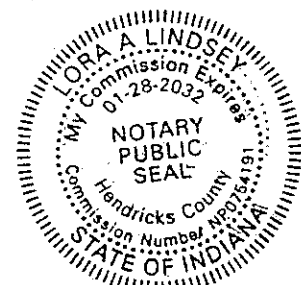
Title: Member

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Patrick Sanders, Lexington Limited Liability Company of **10560 N. Michigan Road, Carmel, IN** and who having been duly sworn acknowledged execution of the foregoing "Water Line Easement Agreement" for and on behalf of said entity.

WITNESS my hand and notarial seal, this 03 day of July, 2025 ~~2022~~.

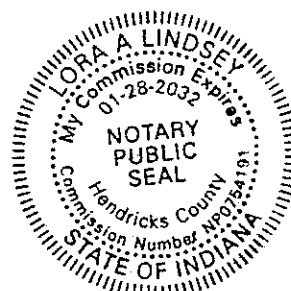
My Commission Expires: 1/28/2032 Notary Public:



[Signature]

My County of Residence: Hendricks
Lora A. Lindsey

Printed Name:



Lora Lindsey

GRANTEE:

THE CITY OF CARMEL, INDIANA

By and through its Board of Public Works and Safety

By: _____
Laura Campbell, Presiding Officer

Date: _____

By: _____
James Barlow, Member

Date: _____

By: _____
Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Laura Campbell, James Barlow and Alan Potasnik, by me known to be members of the City of Carmel's Board of Public Works and Safety and Jacob Quinn, Clerk of the City of Carmel, who acknowledged execution of the foregoing Water Line Easement Agreement on behalf of the City of Carmel.

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

My Commission No./Expiration:

Notary Public

My County of Residence:

Printed

EXHIBIT "A"

EASEMENT

PART OF LOT 1 IN PARK NORTHWESTERN RECORDED IN PLAT BOOK 8 PAGES 128-132 IN THE HAMILTON COUNTY RECORDER'S OFFICE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 53 DEGREES 19 MINUTES 09 SECONDS EAST, ALONG THE SOUTHEAST LINE OF SAID LOT 1, A DISTANCE OF 73.05 FEET TO THE PLACE OF **PLACE OF BEGINNING**. THENCE NORTH 61 DEGREES 00 MINUTES 02 SECONDS WEST A DISTANCE OF 59.45 FEET. THENCE NORTH 38 DEGREES 30 MINUTES 02 SECONDS WEST A DISTANCE OF 195.93 FEET TO NORTHWEST LINE OF SAID LOT 1; THENCE NORTH 53 DEGREES 19 MINUTES 09 SECONDS EAST ALONG SAID NORTHWEST LINE OF SAID LOT 1, A DISTANCE OF 15.01 FEET; THENCE SOUTH 38 DEGREES 30 MINUTES 02 SECONDS EAST A DISTANCE OF 192.47 FEET. THENCE SOUTH 61 DEGREES 00 MINUTES 02 SECONDS EAST A DISTANCE OF 63.24 FEET TO SAID SOUTHEAST LINE OF SAID LOT 1. THENCE SOUTH 53 DEGREES 19 MINUTES 09 SECONDS WEST ALONG THE SOUTHWEST LINE OF SAID LOT 1, A DISTANCE 16.46 FEET TO THE **PLACE OF BEGINNING**.

CONTAINING 0.088 ACRES, MORE OR LESS.

I, TRENT E. NEWPORT, A REGISTERED LAND SURVEYOR IN THE STATE OF INDIANA, DO HEREBY CERTIFY THAT THIS DESCRIPTION WAS BASED ON PLAT BOOK 8 PAGES 128-132 RECORDED IN THE HAMILTON COUNTY RECORDER'S OFFICE.



A handwritten signature in black ink, appearing to read "Trent E. Newport", written over a horizontal line.

TRENT E. NEWPORT
INDIANA LAND SURVEYOR
NO. LS 29600021

PREPARED BY:



Transportation &
Development Consultants
3417 SHERMAN DR. BEECH GROVE, IN 46107 (317) 780-1555

COUNTY: HAMILTON
SECTION: 7
TOWNSHIP: 17 NORTH
RANGE: 3 EAST

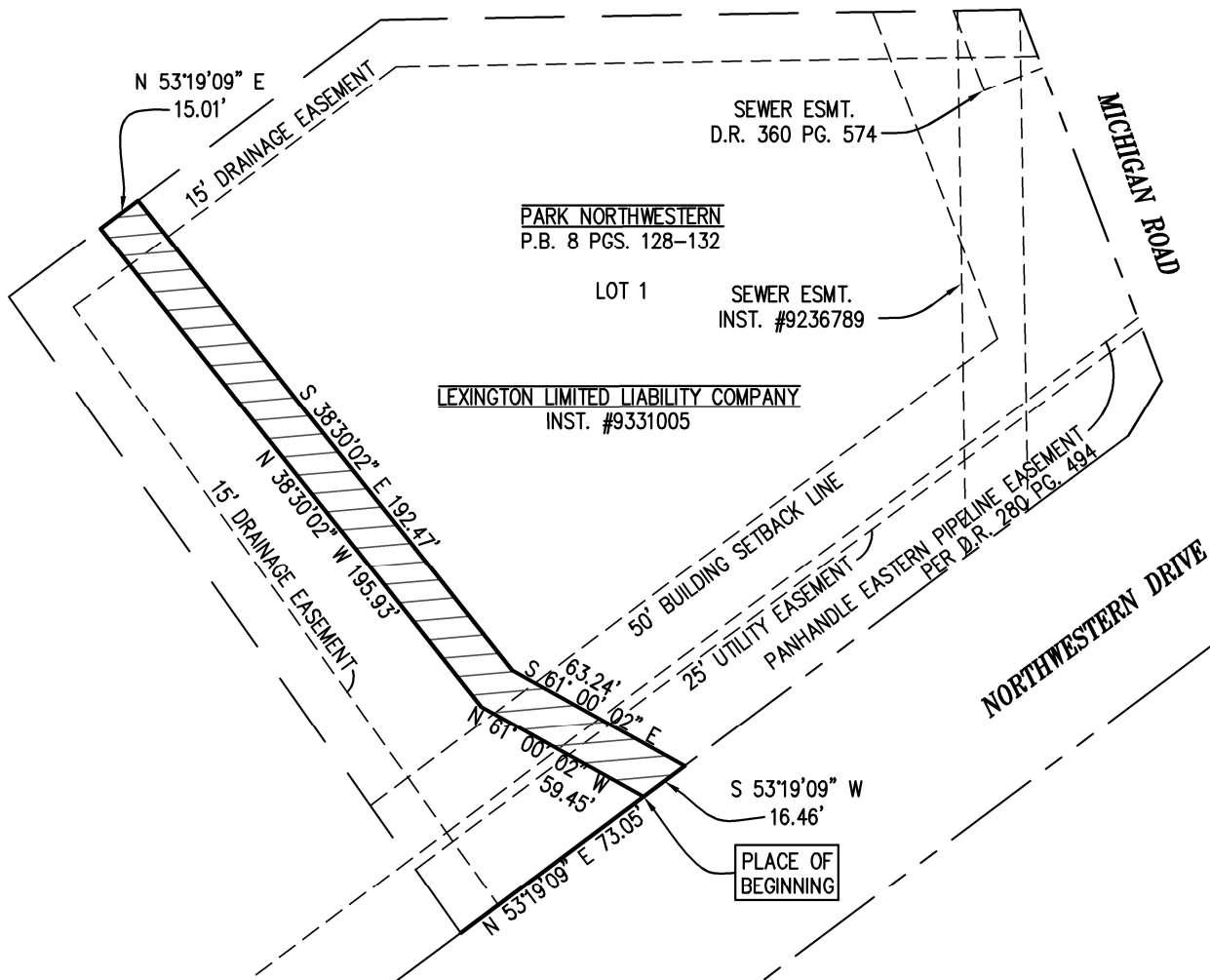
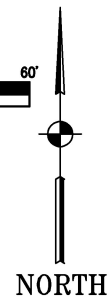
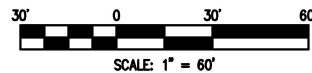
EXHIBIT "B"

DRAWN BY : CJL 06-25-14
REVISED BY : CAW 12-19-24
CHECKED BY : TEN

EASEMENT EXHIBIT
OWNER: LEXINGTON LIMITED LIABILITY COMPANY



HATCHED AREA IS THE
APPROXIMATE EASEMENT



THIS PLOT IS BASED ON PLAT BOOK 8 PAGES
128-132 RECORDED IN THE HAMILTON COUNTY
RECORDER'S OFFICE.

Trent E. Newport
Trent E. Newport
Reg. Land Surveyor No. 29600021
State of Indiana
12-19-24
Date

PREPARED BY:



Transportation &
Development Consultants
3417 SHERMAN DR. BEECH GROVE, IN 46107 (317) 780-1555



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (R2 / 6-15) / Form 236
STATE BOARD OF ACCOUNTS

Indiana Code 35-44.1-1-4

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** Joel M. Thacker
350 Monon Boulevard, #506, Carmel, IN 46032
2. **Title or Position With Governmental Entity:** Fire Chief
3. a. **Governmental Entity:** City of Carmel
b. **County:** Hamilton County
4. **This statement is submitted (check one):**
 - a. ☐ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
 - b. ☒ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. **Name(s) of Contractor(s) or Vendor(s):** Elite Public Safety Consulting
6. **Description(s) of Contract(s) or Purchase(s)** *(Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):*
Carmel Fire Department contracts with ELITE on occasion to provide training and hiring process assistance.

7. **Description of My Financial Interest** *(Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):*

Occasionally I do work for ELITE.

(Attach extra pages if additional space is needed.)

8. **Approval of Appointing Officer or Body** *(To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university.):*

I (We) being the _____ of
(Title of Officer or Name of Governing Body)

_____ and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44.1-1-4; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

Elected Official

Office

9. **Effective Dates** *(Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):*

01/13/2026

2026

Date Submitted *(month, day, year)*

Date of Action on Contract or Purchase *(month, day, year)*

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: 
(Signature of Public Servant)

Date: January 13, 2026
(month, day, year)

Printed Name: Joel M. Thacker
(Please print legibly.)

Email Address: jthacker@carmel.in.gov

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts by uploading it here https://gateway.ifionline.org/sboa_coi/ which is the preferred method of filing, or by mailing it to the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (R2 / 6-15) / Form 236
STATE BOARD OF ACCOUNTS

Indiana Code 35-44.1-1-4

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** Scott K Osborne

21296 freemont Moore Rd Sheridan In 46069

2. **Title or Position With Governmental Entity:** Logistic Chief

3. a. **Governmental Entity:** Carmel Fire Dept.

b. **County:** Hamilton

4. **This statement is submitted (check one):**

a. ☐ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or

b. ☒ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.

5. **Name(s) of Contractor(s) or Vendor(s):** S.K.Osborne

6. **Description(s) of Contract(s) or Purchase(s)** *(Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):*

Repair parts for Western Snowplows

7. **Description of My Financial Interest** *(Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):*

Sub Contractor for Rowe Truck Equipment

(Attach extra pages if additional space is needed.)

8. **Approval of Appointing Officer or Body** *(To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university.):*

I (We) being the _____ of
(Title of Officer or Name of Governing Body)

_____ and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44.1-1-4; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

Elected Official

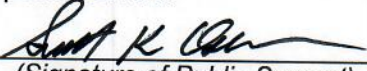
Office

9. **Effective Dates** *(Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):*

1/8/2026
Date Submitted *(month, day, year)*

On Going
Date of Action on Contract or Purchase *(month, day, year)*

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: 
(Signature of Public Servant)

Date: 1/8/2026
(month, day, year)

Printed Name: Scott K Osborne
(Please print legibly.)

Email Address: sosborne@carmel.in.gov

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts by uploading it here https://gateway.ifionline.org/sboa_coi/ which is the preferred method of filing, or by mailing it to the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.

RESOLUTION NO. BPW 01-21-26-01

**A RESOLUTION OF THE CITY OF CARMEL, INDIANA BOARD OF PUBLIC WORKS
AND SAFETY APPROVING THE DONATION AND TRANSFER OF PROPERTY BY
THE CITY OF CARMEL TO TOWN OF CADIZ POLICE DEPARTMENT**

WHEREAS, Town of Cadiz Police Department (“Cadiz”) is an Indiana public safety agency; and

WHEREAS, Cadiz is seeking an additional police vehicle to assist with law enforcement activities in its jurisdiction; and

WHEREAS, the City of Carmel, Indiana (“City”) desires to assist Cadiz by donating and transferring a 2020 Ford Explorer VIN # 1FM5K8AW2LGA55588 that is surplus and not in use by the City (the “Property”) to Cadiz; and

WHEREAS, Cadiz shall, by and through its duly authorized representative, enter into that certain "Acknowledgment of Donation/Transfer; Release of Liability Form", which is attached hereto and incorporated herein by this reference as Exhibit A, and return a fully executed copy of the same to the City prior to taking physical possession of the Property; and,

WHEREAS, the City will donate and transfer, and Cadiz shall accept the donation and transfer of the Property in an “as is” condition, with no guarantees or warranties as to the fitness of same for any particular purpose or use, or otherwise, and Cadiz shall, upon its receipt of the Property, thereafter be solely responsible and liable for the operation and maintenance of same; and

WHEREAS, the City agrees to donate and transfer the Property to Cadiz subject to the terms and conditions of this Resolution.

IT IS THEREFORE RESOLVED THAT:

1. The foregoing Recitals are fully incorporated herein by this reference.
2. The donation and transfer of the Property (namely, a 2020 Ford Explorer VIN # 1FM5K8AW2LGA55588) by the City to Cadiz is hereby approved pursuant to and in accordance with the terms of this Resolution.
3. Cadiz shall accept the Property in the state and condition in which it presently exists and without any express or implied warranty as to such Property’s condition or fitness for any intended use whatsoever.
4. Cadiz shall hold harmless the City of Carmel, Indiana, and its respective officers, officials, employees, attorneys, agents, successors and assigns, and shall indemnify the same for any and all liability that may arise from or as a result of the Property or any use thereof on and after the date on which this Resolution is executed.
5. The Carmel Police Department is authorized to take whatever lawful actions are necessary to transfer the Property as resolved herein.

SO AGREED.

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, City Clerk

Date: _____

ACKNOWLEDGMENT OF DONATION/TRANSFER: RELEASE OF LIABILITY FORM

KNOW ALL BY THESE PRESENTS, that the City of Carmel, Indiana, by and through its Board of Public Works and Safety ("City"), and pursuant to Resolution No. BPW 01-21-26-01, the same being incorporated herein by this reference (the "Resolution"), in consideration for the arranging the delivery and transfer of donated property, and other good and valuable consideration, has agreed to donate to Town of Cadiz Police Department ("Cadiz") all of the City's rights and interest in and to certain donated property, as is more particularly described in the Resolution, on the terms and conditions set forth therein. The donation and transfer of the Property is made on an "as is" basis, with no express or implied warranties being made by the City relating to the Property, its condition and/or usefulness, including but not limited to, warranties of merchantability or fitness for a particular purpose.

Cadiz hereby releases and forever discharges and agrees to indemnify and hold harmless the City, its officers, officials, employees, attorneys, and agents, and their successors and assigns, from and against any and all claims, demands, actions, causes of action, liabilities, losses, and/or expenses whatsoever, including, but not limited to, reasonable attorney's fees, arising out of or incurred with respect to the donation, transfer, and/or use of the Property from this date forward, including but not limited to, its condition, operation and/or use by Cadiz and/or any subsequent owners or users thereof.

ALL WARRANTIES OF QUALITY OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARE EXPRESSLY EXCLUDED. THE PROPERTY IS DONATED AND TRANSFERRED "AS IS," "WHERE IS" AND WITH ALL FAULTS, WITHOUT ANY REPRESENTATION OR WARRANTY BY CITY.

The undersigned hereby represents and certifies that they have full power and authority to execute this Acknowledgment of Donation/Transfer; Release of Liability Form.

IN WITNESS WHEREOF, Town of Cadiz Police Department has executed this Acknowledgment of Donation/ Transfer; Release of Liability Form this 12th day of January, 2026.

Town of Cadiz Police Department

By:

William Holsapple

Signature

William Holsapple

Printed Name

Chief of Police

Title

RESOLUTION NO. BPW 01-21-26-02

**A RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY
OF THE CITY OF CARMEL, INDIANA, APPROVING THE TRANSFER AND
PRESENTATION OF PISTOL AND BADGE**

WHEREAS, pursuant to Indiana Code § 5-22-22-6, the Board of Public Works and Safety of the City of Carmel, Indiana (“Board”), may transfer to another certain personal property; and

WHEREAS, Sergeant Troy Smith has provided 30 years of meritorious service to the Carmel community as a Carmel Police Officer, and will be retiring on February 6, 2026; and

WHEREAS, it has been a long-standing policy and practice of the Carmel Police Department, and it is the Police Chief’s desire (Exhibit A), to present to each of its sworn officers, upon retirement, their badge and firearm.

NOW, THEREFORE, BE IT RESOLVED by the Board, as follows:

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

Section 2. The following items may be transferred and presented to Sergeant Troy Smith upon his retirement, at the direction of the Chief of Police:

Sergeant Troy Smith’s Service Weapon, Glock Model 17, 9 mm Pistol, and Carmel Police Department Badge/marked “Retired.”

SO RESOLVED.

Resolution No. BPW 01-21-26-02

Page One of Two Pages

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

CITY OF CARMEL, INDIANA

By and through its Board of Public Works and Safety (“Board”)

By: _____

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

Resolution No. BPW 01-21-26-02

Page Two of Two Pages

This Resolution was prepared by Benjamin Legge, City Attorney, on January 12, 2026, at 12:30 p.m. No subsequent revision to this Resolution has been reviewed by Mr. Legge for legal sufficiency or otherwise.



City of Carmel
Carmel Police Department
1000 South Rangeline Road
Carmel, Indiana 46032



January 5, 2026

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

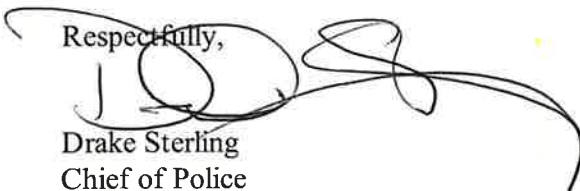
Dear Members:

I respectfully request Board approval to have the below listed weapon and badge deleted from the Police Department inventory:

Glock Model 17, 9mm Pistol and accessories.
Carmel Police Department Badge marked Retired.

As has been the custom and practice of the City and Department, the weapon and badge will be presented to Sergeant Troy Smith who will retire on February 6, 2026, from the Carmel Police Department, with thirty years of service to the Carmel community as a police officer.

Respectfully,


Drake Sterling
Chief of Police
Carmel Police Department

“Exhibit A”



RESOLUTION NO. BPW 01-21-26-03

**A RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY
OF THE CITY OF CARMEL, INDIANA, APPROVING THE TRANSFER AND
PRESENTATION OF PISTOL AND BADGE**

WHEREAS, pursuant to Indiana Code § 5-22-22-6, the Board of Public Works and Safety of the City of Carmel, Indiana (“Board”), may transfer to another certain personal property; and

WHEREAS, Lieutenant Jeffrey J. Horner has provided 32 years of meritorious service to the Carmel community as a Carmel Police Officer, and will be retiring on February 16, 2026; and

WHEREAS, it has been a long-standing policy and practice of the Carmel Police Department, and it is the Police Chief’s desire (Exhibit A), to present to each of its sworn officers, upon retirement, their badge and firearm.

NOW, THEREFORE, BE IT RESOLVED by the Board, as follows:

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

Section 2. The following items may be transferred and presented to Lieutenant Jeffrey J. Horner upon his retirement, at the direction of the Chief of Police:

Lieutenant Jeffrey J. Horner’s Service Weapon, Glock Model 19, 9 mm Pistol, and Carmel Police Department Badge/marked “Retired.”

SO RESOLVED.

Resolution No. BPW 01-21-26-03

Page One of Two Pages

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

CITY OF CARMEL, INDIANA

By and through its Board of Public Works and Safety (“Board”)

By: _____

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

Resolution No. BPW 01-21-26-03

Page Two of Two Pages

This Resolution was prepared by Benjamin Legge, City Attorney, on January 12, 2026, at 12:30 p.m. No subsequent revision to this Resolution has been reviewed by Mr. Legge for legal sufficiency or otherwise.



City of Carmel
Carmel Police Department
1000 South Rangeline Road
Carmel, Indiana 46032



January 5, 2026

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

Dear Members:

I respectfully request Board approval to have the below listed weapon and badge deleted from the Police Department inventory:

Glock Model 19, 9mm Pistol and accessories.
Carmel Police Department Badge marked Retired.

As has been the custom and practice of the City and Department, the weapon and badge will be presented to Lieutenant Jeffrey J. Homer who will retire on February 16, 2026, from the Carmel Police Department, with thirty-two years of service to the Carmel community as a police officer.

Respectfully,


Drake Sterling
Chief of Police
Carmel Police Department

“Exhibit A”