COMMON COUNCIL
MEETING AGENDA

MONDAY, JANUARY 7, 2019 – 6:00 P.M.
COUNCIL CHAMBERS/CITY HALL/ONE CIVIC SQUARE

1. **CALL TO ORDER**

2. **AGENDA APPROVAL**

3. **INVOCATION**

4. **PLEDGE OF ALLEGIANCE**

5. **RECOGNITION OF CITY EMPLOYEES AND OUTSTANDING CITIZENS**

   a. Introduction of new officers joining the Carmel Police Department

6. **RECOGNITION OF PERSONS WHO WISH TO ADDRESS THE COUNCIL**

7. **COUNCIL AND MAYORAL COMMENTS/OBSERVATIONS**

8. **CONSENT AGENDA**

   a. **Approval of Minutes**

      1. December 17, 2018 Regular Meeting
      2. December 31, 2018 Special Meeting

   b. **Claims**

      1. Payroll
      2. General Claims
      3. Retirement
      4. Wire Transfers

9. **ACTION ON MAYORAL VETOES**

10. **COMMITTEE REPORTS**

    a. Finance, Utilities and Rules Committee
    b. Land Use and Special Studies Committee
    c. All reports designated by the Chair to qualify for placement under this category.

11. **OTHER REPORTS – (at the first meeting of the month specified below):**

    a. **Carmel Redevelopment Commission (Monthly)**

b. **Carmel Historic Preservation Commission (Quarterly – January, April, July, October)**
c. Audit Committee (Bi-annual – May, October)
d. Redevelopment Authority (Bi-annual – April, October)
e. Carmel Cable and Telecommunications Commission (Bi-annual – April, October)
f. Economic Development Commission (Bi-annual – February, August)
g. Library Board (Annual – February)
h. Ethics Board (Annual – February)
i. Public Art Committee (Annual – August)
j. Parks Department (Quarterly – February, May, August, November)
k. All reports designated by the Chair to qualify for placement under this category.

12. OLD BUSINESS

a. **Third Reading of Ordinance D-2446-18**; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending Chapter 2, Article 4, Section 2-102 of the Carmel City Code; Sponsor: Councilor Worrell. **Item was held over until the next meeting.**

Synopsis:
Establishes a Carmel Redevelopment Commission Marketing Gift Account Fund.

b. **Third Reading of Ordinance D-2448-18**; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending Chapter 6, Article 5, Division VIII, Section 6-158 of the Carmel City Code; Sponsor: Councilor Carter. **Remains in the Land Use and Special Studies Committee.**

Synopsis:
Ordinance clarifies the regulation of noise within the City of Carmel.

c. **Second Reading of Ordinance Z-638-18**; An Ordinance of the Common Council of the City of Carmel, Indiana, Rezoning 6.16 acres at SE Corner of North Illinois Street and 111th Street From S2 (Residential) to the MC (Meridian Corridor) District; Sponsor: Councilor Campbell. **Remains in the Land Use and Special Studies Committee.**

Synopsis:
This ordinance rezones approximately 6.16 acres to the MC (Meridian Corridor) district. The site is currently zoned S2 (Residential). It is located on the southeast corner of North Illinois Street and 111th Street.

d. **Second Reading of Ordinance D-2450-18**; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending Sections 8-47 and 8-48 to Chapter 8, Article 5 of the Carmel City Code; Sponsor: Councilor Worrell. **Remains in the Finance, Utilities and Rules Committee.**

Synopsis:
Regulating parking in certain "reserved" parking spaces located in City parking garages.

e. **Resolution CC-12-17-18-04**: A Resolution of the Common Council of the City of Carmel, Indiana, Amending the Contract With the Carmel Professional Firefighters Association; Sponsor(s): Councilor(s) Rider, Campbell, Finkam, Green, Carter, Worrell and Kimball. **Remains in the Finance, Utilities and Rules Committee.**

Synopsis:
Approves the contract between the City of Carmel and the Carmel Professional Firefighters Association that will be effective from January 1, 2019 through December 31, 2020.

f. **Second Reading of Ordinance D-2451-18**; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending Chapter 2, Article 1, Division III, Section 2-13 of the Carmel City Code; Sponsor(s): Councilor(s) Finkam and Worrell. **Remains in the Finance, Utilities and Rules Committee**

Synopsis:
Amends the City's Capital Asset policy to reflect updated accounting and financial reporting standards.

13. PUBLIC HEARINGS

14. NEW BUSINESS

a. **Resolution CC-01-07-19-01**: A Resolution of the Common Council of the City of Carmel, Indiana, Recognizing Additions to the Historic Contributing Buildings Survey as Recommended by the Carmel Historic Preservation Commission; Sponsor: Councilor Carter

Synopsis:
Approves the addition of certain properties to the Carmel/Clay Township Historic Properties Survey as recommended by the Carmel Historic Preservation Commission.

15. AGENDA ADD-ON ITEMS

16. OTHER BUSINESS

17. ANNOUNCEMENTS

18. EXECUTION OF DOCUMENTS

19. ADJOURNMENT

COMMON COUNCIL
MEETING MINUTES

MONDAY, DECEMBER 17, 2018 – 6:00 P.M.
COUNCIL CHAMBERS/CITY HALL/ONE CIVIC SQUARE

MEETING CALLED TO ORDER

Council President Kevin D. Rider; Council Members: Laura Campbell, Ronald E. Carter, Anthony Green, Sue Finkam, H. Bruce Kimball, Jeff Worrell and Deputy Clerk Jacob Quinn were present.

Council President Rider called the meeting to order at 6:05 p.m.

INVOCATION

Pastor Tim Ayers, Grace Church, delivered the Invocation.

Councilor Carter led the Pledge of Allegiance.

RECOGNITION OF CITY EMPLOYEES AND OUTSTANDING CITIZENS

There were none.

APPROVAL OF MINUTES

Councilor Kimball moved to approve minutes from the December 3, 2018 Regular Meeting. Councilor Campbell seconded. There was no Council discussion. Council President Rider called for the vote. Minutes were approved 6-0 (Worrell abstained).

RECOGNITION OF PERSONS WHO WISH TO ADDRESS THE COUNCIL

David Thomas addressed Council concerning Z-638-18. He stated that offer to buy out the neighborhood he lives in by the developer is too low of an offer for residents to remain in Carmel. Additionally he stated that residents are going to begin attempting to sell off the land and 31 homes as group in order to hopefully receive a more satisfactory offer.

Bill McGinnis addressed Council with concerns that Z-638-18 would not be the best use for the property and that Carmel could find a higher and better use for the land.

7:10

COUNCIL AND MAYORAL COMMENTS/OBSERVATIONS

Councilor Green expressed his concerned about Z-638-18 and commercial encroachment on the west side of Carmel.

ACTION ON MAYORAL VETOES

There were none.

CLAIMS

Councilor Campbell moved to approve Payrolls in the amount of $2,249,198.33. Councilor Kimball seconded. There was no Council discussion. Council President Rider called for the vote. Payroll was approved 7-0.

Councilor Campbell moved to approve General Claims in the amount of $1,829,625.97. Councilor Kimball seconded. There was no Council discussion. Council President Rider called for the vote. Claims were approved 7-0

Councilor Campbell moved to approve Retirement in the amount of $99,214.33. Councilor Kimball seconded. There was no Council discussion. Council President Rider called for the vote. Retirement was approved 7-0.

Councilor Kimball moved to acknowledge Wire Transfers in the amount of $1,526,061.32. Councilor Campbell seconded. There was no Council discussion. Council President Rider called for the vote. Wire Transfers were acknowledged 7-0.

COMMITTEE REPORTS

Councilor Finkam reported that the Finance, Utilities and Rules Committee had not met

Councilor Campbell reported that the Land Use and Special Studies Committee had met and discussed Ordinance D-2448-18 and the item remains in committee.

OTHER REPORTS – (at the first meeting of the month specified below):

There were none.

Councilor Carter moved to add Resolution 12-17-18-06 to the agenda. Councilor Finkam seconded. There was no Council discussion. Council President Rider called for the vote. The motion was approved 7-0. Councilor Carter moved to introduce the item into business. Councilor Finkam seconded. Councilor Finkam moved to approve Resolution CC-12-17-18-06. Councilor Carter seconded. There was no Council discussion. Council President Rider called for the vote. **Resolution CC-12-17-18-06** was approved 7-0.

OLD BUSINESS

Councilor President Rider announced the **Second Reading of Ordinance D-2446-18**; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending Chapter 2, Article 4, Section 2-102 of the Carmel City Code. Councilor Rider removed the item from the Finance, Utilities and Rules Committee without objection. Councilor Worrell presented on the item. Councilor Green asked the City Legal Department about the ethics guidelines in state code about gifts from vendors. Councilor Rider announced that the item would be carried over to the next meeting for further discussion.

Councilor President Rider announced the **Second Reading of Ordinance D-2447-18**; An Ordinance of the Common Council of the City of Carmel, Indiana, Adding Subsection (65) to Chapter 8, Article 5,

Section 8-47(a) of the Carmel City Code. Councilor Worrell addressed Council regarding the item. Councilor Worrell moved to approve Ordinance D-2447-18. Councilor Campbell seconded. There was no Council discussion. Council President Rider called for the vote. **Ordinance D-2447-18** was approved 7-0.

Second Reading of Ordinance D-2448-18; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending Chapter 6, Article 5, Division VIII, Section 6-158 of the Carmel City Code; Sponsor: Councilor Carter. Item remains in the Land Use and Special Studies Committee.

PUBLIC HEARINGS

Councilor President Rider announced the **First Reading of Ordinance Z-637-18**; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending the Legacy Planned Development District (Z-501-07). Councilor Finkam moved to introduce the item into business. Councilor Campbell seconded. Jim Shinaver, Nelson and Frankenberger, presented the item to Council. Council President Rider opened the public hearing at 6:40 p.m. Seeing no one who wished to address Council, Council President Rider closed the public hearing at 6:40:25 p.m. Councilor Finkam moved to suspend the rules and act on this tonight. Councilor Campbell seconded. There was no Council discussion. Council President Rider called for the vote. The motion was approved 7-0. Councilor Finkam moved to approve Ordinance Z-637-18. Councilor Campbell seconded. There was no Council discussion. Council President Rider called for the vote. **Ordinance Z-637-18** was approved 7-0.

Councilor President Rider announced the **First Reading of Ordinance Z-638-18**; An Ordinance of the Common Council of the City of Carmel, Indiana, Rezoning 6.16 acres at SE Corner of North Illinois Street and 111th Street From S2 (Residential) to the MC (Meridian Corridor) District. Councilor Campbell moved to introduce the item into business. Councilor Finkam seconded. Robert Hicks, Hall Render, presented the item to Council. Rachel Keesling, Department of Community Services, presented the department report to Council. Council President Rider opened the public hearing at 7:11:17 p.m.

Cindy Claybush stated that the developer is using the assessed value as the base when determining what to offer homeowners as opposed to market value. She agrees with the proposed zoning, but not the offers being made to homeowners.

Jill Meisenheimer expressed concern that the older neighborhoods are becoming extinct in Carmel.

John Brehm addressed Council about the decaying neighborhood he lives in. he would like to see the hospital and Carmel take care of residents.

Seeing no one else who wished to address Council, Council President Rider closed the public hearing at 7:19:35 p.m. There was extensive Council discussion about the project and surrounding neighborhood. Council President Rider referred the item to the Land Use and Special Studies Committee.

Councilor Green left the meeting.

NEW BUSINESS

Councilor President Rider announced the **First Reading of Ordinance D-2450-18**; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending Sections 8-47 and 8-48 to Chapter 8, Article 5 of the Carmel City Code. Councilor Worrell moved to introduce the item into business. Councilor Finkam seconded. Benjamin Legge, Assistant Corporation Counsel, presented the item to Council. Henry

Mestetsky, Executive Director of the Carmel Redevelopment Commission, addressed Council. Council President Rider referred the item to the Finance, Utilities and Rules Committee

Councilor President Rider announced **Resolution CC-12-17-18-01**: A Resolution of the Common Council of the City of Carmel, Indiana, Approving a Transfer of Funds Within the 2018 Carmel Fire Department Budget. Councilor Finkam moved to introduce the item into business. Councilor Campbell seconded. Chief David Haboush, Carmel Fire Department, presented the item to Council. Councilor Finkam moved to approve Resolution CC-12-17-18-01. Councilor Campbell seconded. There was no Council discussion. Council President Rider called for the vote. **Resolution CC-12-17-18-01** was approved 6-0.

Councilor President Rider announced **Resolution CC-12-17-18-04**: A Resolution of the Common Council of the City of Carmel, Indiana, Amending the Contract With the Carmel Professional Firefighters Association. Councilor Finkam moved to introduce the item into business. Councilor Worrell seconded. Councilor Finkam presented the item to Council. Council President Rider referred the item to the Finance, Utilities and Rules Committee

Councilor President Rider announced **Resolution CC-12-17-18-02**: A Resolution of the Common Council of the City of Carmel, Indiana, Approving a Transfer of Funds Between the 2018 Department of Community Relations & Economic Development Budget Line Items. Councilor Finkam moved to introduce the item into business. Councilor Campbell seconded. Nancy Heck, Director of Community Relations and Economic Development, presented the item to Council. Councilor Carter moved to approve Resolution CC-12-17-18-02. Councilor Kimball seconded. There was no Council discussion. Council President Rider called for the vote. **Resolution CC-12-17-18-02** was approved 6-0.

Councilor President Rider announced **Resolution CC-12-17-18-05**: A Resolution of the Common Council of the City of Carmel, Indiana, Approving a Transfer of Funds Within the 2018 Department of Redevelopment Budget. Councilor Worrell moved to introduce the item into business. Councilor Kimball seconded. Henry Mestetsky presented the item to Council. Councilor Worrell moved to approve Resolution CC-12-17-18-05. Councilor Kimball seconded. There was no Council discussion. Council President Rider called for the vote. **Resolution CC-12-17-18-05** was approved 6-0.

Councilor President Rider announced **Resolution CC-12-17-18-03**: A Resolution of the Common Council of the City of Carmel, Indiana, Approving the Suspension of the Short Term Residential Rental Ordinance During Certain Periods of the Year. Councilor Worrell moved to introduce the item into business. Councilor Finkam seconded. Jim Crider, Director of the Department of Administration, presented the item to Council. Councilor Finkam moved to approve Resolution CC-12-17-18-03. Councilor Kimball seconded. There was no Council discussion. Council President Rider called for the vote. **Resolution CC-12-17-18-03** was approved 6-0.

Councilor President Rider announced the **First Reading of Ordinance D-2451-18**; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending Chapter 2, Article 1, Division III, Section 2-13 of the Carmel City Code. Councilor Worrell moved to introduce the item into business. Councilor Finkam seconded. Jon Oberlander, Assistant Corporation Counsel, presented the item to Council. Council President Rider referred the item to the Finance, Utilities and Rules Committee

Councilor President Rider announced the **First Reading of Ordinance D-2452-18**; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending Chapter 3, Article 1, Division 2, Section 3-30 of the Carmel City Code. Councilor Finkam moved to introduce the item into business. Councilor Campbell seconded. Councilor Finkam moved to amend Ordinance D-2452-18 by inserting *Parks*

*Department (Quarterly – February, May, August, November)*on line 63. Councilor Carter seconded. There was no Council discussion. Council President Rider called for the vote. The motion was approved 6-0. Councilor Finkam moved to approve Ordinance D-2452 As Amended. Councilor Carter seconded. There was no Council discussion. Council President Rider called for the vote. **Ordinance D-2452-18 As Amended** was approved 6-0.

OTHER BUSINESS

Election of 2019 Council Positions

Councilor Campbell moved to nominate Councilor Worrell to be Council President. Councilor Kimball seconded. There was no Council discussion. Council President Rider called for the vote to close nominations. The motion passed 5-0 (Worrell abstained). Council President Rider announced that Councilor Worrell had been elected Common Council President for 20189

Councilor Finkam moved to nominate Councilor Campbell to be Council Vice-President. Councilor Kimball seconded. There was no Council discussion. Council President Rider called for the vote to close nominations. The motion passed 6-0. Council President Rider announced that Councilor Campbell had been elected Common Council Vice-President for 2019.

City Council Appointments

Carmel City Center Community Development Corporation (4CDC) (Term Expires 12/31/19, one year term); One appointment. Councilor Carter nominated Debra Schmitz to serve on the 4CDC. Councilor Worrell seconded. Councilor Finkam moved to close the nominations. Councilor Campbell seconded. There was no Council discussion. Debra Schmitz was appointed by acclamation.

Carmel Redevelopment Commission (Terms Expire 12/31/18, one year term); Two appointments. Councilor Campbell nominated Kevin Rider and Dave Bowers to serve on the Commission. Councilor Finkam seconded. Councilor Campbell made a motion to close the nominations. Councilor Carter seconded. There was no Council discussion. Dave Bowers and Jeff Worrell were appointed by acclamation.

Carmel Fire Department Merit Board (Term Expires 1/1/21, two year term); One appointment. Councilor Finkam nominated Gary Dufek to serve on the Board. Councilor Worrell seconded. Councilor Finkam made a motion to close the nominations. Councilor Worrell seconded. There was no Council discussion. Gary Dufek was appointed by acclamation.

Carmel Police Department Merit Board (Term Expires 1/1/21, two year term); One appointment. Councilor Finkam nominated Alana Shane to serve on the Board. Councilor Worrell seconded. Councilor Finkam made a motion to close the nominations. Councilor Worrell seconded. There was no Council discussion. Alana Shane was appointed by acclamation.

Carmel Ethics Board (Republican) (Term Expires 1/1/21, two year term); One appointment. Councilor Worrell nominated Mike Kuhfeld to serve on the Board. Councilor Campbell seconded. Councilor Worrell made a motion to close the nominations. Councilor Finkam seconded. There was no Council discussion. Mike Kuhfeld was appointed by acclamation.

Carmel Audit Committee (Term Expires 1/1/21, two year term); One appointment. Councilor Worrell nominated Josephine Biggers to serve on the Board. Councilor Finkam seconded. Councilor Worrell

made a motion to close the nominations. Councilor Finkam seconded. There was no Council discussion. Josephine Biggers was appointed by acclamation

ANNOUNCEMENTS

There were none.

EXECUTION OF DOCUMENT

ADJOURNMENT

Council President Rider adjourned the meeting at 8:11 p.m.

Respectfully submitted,

_____
Clerk-Treasurer Christine S. Pauley

Approved,

_____
Jeff Worrell, Council President

ATTEST:

_____
Christine S. Pauley, Clerk-Treasurer

COMMON COUNCIL
SPECIAL MEETING MINUTES

Monday, December 31, 2018 – 8:00 A.M.

COUNCIL CHAMBERS/CITY HALL/ONE CIVIC SQUARE

MEMBERS PRESENT

Council President Kevin D. Rider; Council Members: H. Bruce Kimball, Ronald E. Carter, Sue Finkam, and Deputy-Clerk Jacob Quinn were present.

Councilors Jeff Worrell, Anthony Green and Laura Campbell were not in attendance.

Council President Rider called the meeting to order at 8:03 a.m.

CLAIMS

Councilor Finkam moved to approve General Claims in the amount of $2,449,313.44. Councilor Carter seconded. There was no Council discussion. Council President Rider called for the vote. Claims were approved 4-0.

Councilor Finkam moved to approve Payroll in the amount of $2,236,081.88. Councilor Carter seconded. There was no Council discussion. Council President Rider called for the vote. Payroll was approved 4-0.

ADJOURNMENT

Council President Rider adjourned the meeting at 8:05 a.m.

Respectfully submitted,

_____

Clerk-Treasurer Christine S. Pauley

Approved,

_____

Jeff Worrell, President

ATTEST:

_____

Christine S. Pauley, Clerk-Treasurer

a.

Carmel Redevelopment Commission

STRATEGIC HIGHLIGHTS

- Construction progressing for Proscenium, Midtown West, and Midtown South
- Closed on purchase of PNC site at Main and Rangeline

The following highlights represent unrestricted funds available to the CRC to work its mission. Total savings at month-end were $5,797,494. Savings are considered restricted and are in addition to the ending balance noted below.

November Beginning Balance	$	1,080,140
November Revenues	$	366,852
November Expenditures	$	499,356
November Ending Balance	$	947,636

LOOKING AHEAD

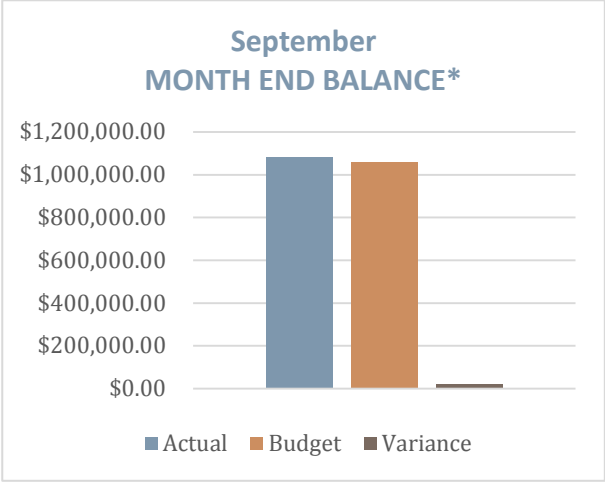
- Completion of Midtown West garage
- Completion of new CRC office

FINANCIAL STATEMENT

Financial Statement

NOVEMBER MONTH-END FINANCIAL BALANCE

Ending Balance without Restricted Funds *	$ 947,635.84
Ending Balance with Restricted Funds	$ 7,631,948.35



SUMMARY OF CASH

For the Month Ending November, 2018

DESCRIPTION		ACTUAL		MONTHLY PROJECTION		VARIANCE
Cash Balance 11/1/18						
1101 Cash	$	862,950.79	$	862,950.79	$	-
1110 TIF	$	226,208.99	$	226,208.99	$	-
Total Cash	$	1,089,159.78	$	1,089,159.78	$	-
Receipts						
1101 Cash	$	366,852.07	$	296,949.84	$	69,902.23
1110 TIF	$	-	$	-	$	-
Developer Payments	$	-	$	-	$	-
Transfer to SRF	$		$		$	-
Total Receipts	$	366,852.07	$	296,949.84	$	69,902.23
Disbursements						
1101 Cash	$	499,356.11	$	514,058.27	$	14,702.16
1110 TIF	$	-	$	-	$	-
Total Disbursements	$	499,356.11	$	514,058.27	$	14,702.16
1101 Cash	$	730,446.75	$	645,842.36	$	84,604.39
1110 TIF	$	226,208.99	$	226,208.99	$	-
Cash Balance 11/30/18	$	956,655.74	$	872,051.35	$	84,604.39
Total Usable Funds	$	956,655.74	$	872,051.35	$	84,604.39

FINANCIAL STATEMENT

FUND BALANCES AND OUTSTANDING RECEIVABLES

As of month-end November, 2018

RESTRICTED FUNDS	
Reserve Fund	$502,834
Civic Rent Reserve	$803,454
Supplemental Reserve Fund	$4,491,206
Sub-total:	$5,797,494
RESTRICTED FUNDS HELD BY BOND TRUSTEES	
Liquidity Reserve for Midtown West Bond (1)	$877,798
Sub-total:	$877,798
UNRESTRICTED FUNDS	
TIF	$226,209
Non TIF	$730,447
Sub-total:	$956,656
Total Funds	$7,631,948
OUTSTANDING RECEIVABLES	
Reimbursement of Project Blue invoices (2)	$15,643
Initial Energy Consumption Fee for The Mezz	$346,411
TOTAL OUTSTANDING RECEIVABLES	$362,054

(1) $877,798.30 is being held by the trustee of the Midtown West Bonds to temporarily fund the debt service reserve. Once the Midtown West garage is complete and the lease commences, a Build America Mutual surety will kick-in and the $877,798.30 will be reverted back to the CRC Supplemental Reserve Fund.

(2) Amounts due are the professional service invoices paid to date by the CRC in regards to the potential Project Blue development as per the reimbursement agreement with 4148 96th Street LLC.

STATEMENT OF CHANGES IN EQUITY

MONTH END: NOVEMBER 2018

DESCRIPTION	REVENUE	EXPENSES
Total Receipts (TIF)	$0	
Total Receipts (Non-TIF)	$366,852	
Expenditures (TIF)		$0
Expenditures (Non-TIF)		$499,356

FINANCIAL UPDATE

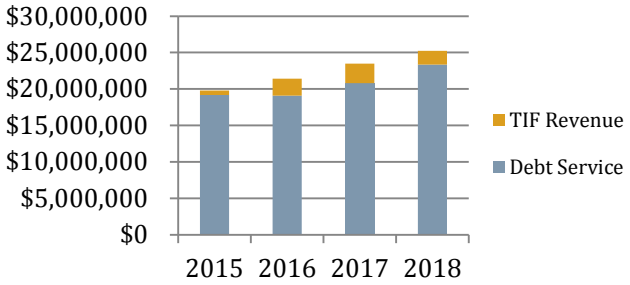
Financial Update

TIF REVENUE AND DEBT

Projected 2018 TIF revenue available for CRC use is $ 26,266,548.

DEBT PAYMENTS

Month	Payment
June 2018 (actual)	$11,459,858
December 2018 (est.)	$11,444,440



CRC CONSTRUCTION IN PROGRESS – 2016 CITY BONDS

2016 COIT Bond

Vendor	Project/Services	Contract Amount	Paid to Date	Amount Remaining	% Complete
Gehl Studio	Conceptual Design for Monon and Rangeline	$170,200.00	$170,174.38	$25.62	100%
CAA Properties, LLC	30 E Main Street - property acquisition	747,066.49	747,066.49	0.00	100%
Meyer & Harbison LLC	582 S Rangeline Rd. - property acquisition	609,692.11	609,692.11	0.00	100%
Rundell Ernstberger Assoc.	Prelim design for Monon Trail urban section	1,857,800.00	1,791,479.74	66,320.26	93%
C.H. Garmong Construction	Midtown South Garage Detention	1,637,892.00	1,637,892.00	0.00	100%
PNC Bank	21 N Rangeline Rd – property acquisition	2,520,711.60	2,520,711.60	0.00	100%
	2016 COIT Bond Total	$7,543,362.20	$7,477,016.32	$66,345.89	99%

Bond Proceeds assigned to CRC	Paid to Date	Proceeds Balance	Balance including Obligations
$10,665,892.00	$7,477,016.32	$3,188,875.68	$3,122,529.79

FINANCIAL UPDATE

2016 TIF Bond

Vendor	Project/Services	Contract Amount	Paid to Date	Amount Remaining	% Complete
F.A. Wilhelm Construction	Park East Garage - 5th deck	$2,598,314.00	$2,598,314.00	$0.00	100%
12156 Meridian Associates LLC	Monon and Main Property Acquisition	1,615,330.00	1,615,330.00	0.00	100%
First Avenue Property LLC	20 1st Ave. NE – Property Acquisition	800,365.00	800,365.00	0.00	100%
Karen Jacobs	40 1st Ave. NE – Property Acquisition	451,727.50	451,727.50	0.00	100%
Rundell Ernstberger Assoc.	Monon Plaza design and construction administration	280,750.00	252,513.25	28,236.75	90%
Indianapolis Signworks	Tarkington garage signage	169,868.23	169,868.23	0.00	100%
Otto's Parking	Restriping of Tarkington Garage	10,957.00	10,957.00	0.00	100%
Hagerman Construction	Tarkington garage trash room modification	22,400.00	22,400.00	0.00	100%
C.H Garmong Construction	Monon and Main garage (Balance of Contract)	667,557.78	577,772.44	89,785.34	87%
SCS Construction	Construction of Christkindlmarkt Cottages	500,000.00	500,000.00	0.00	100%
Brandt Construction	Center Green Improvements	2,990,000.00	2,990,000.00	0.00	100%
	2016 CRC Bond Total	$10,107,269.51	$9,989,247.42	$118,022.09	99%

Bond Proceeds	Paid to Date	Proceeds Balance	Balance including Obligations
$12,103,000.00	$9,989,247.42	$2,113,752.58	$1,995,730.49

FINANCIAL UPDATE

Midtown West Bond

Vendor	Project/Services	Contract Amount	Paid to Date	Amount Remaining	% Complete
Midtown Capital Partners, LLC	Midtown West Parking Garage Costs	$11,350,696.44	$9,338,791.88	$2,011,904.56	82%
	Midtown West Bond Total	$11,350,696.44	$9,338,791.88	$2,011,904.56	82%

Bond Proceeds	Paid to Date	Proceeds Balance	Balance including Obligations
$11,350,696.44	$9,338,791.88	$2,011,904.56	$0.00

PROJECT UPDATES

Project Updates

CITY CENTER

Developer Partner: Pedcor Companies

Allocation Area: City Center

Use: Mixed-Use

Project Summary: Mixed Use development, multiple buildings

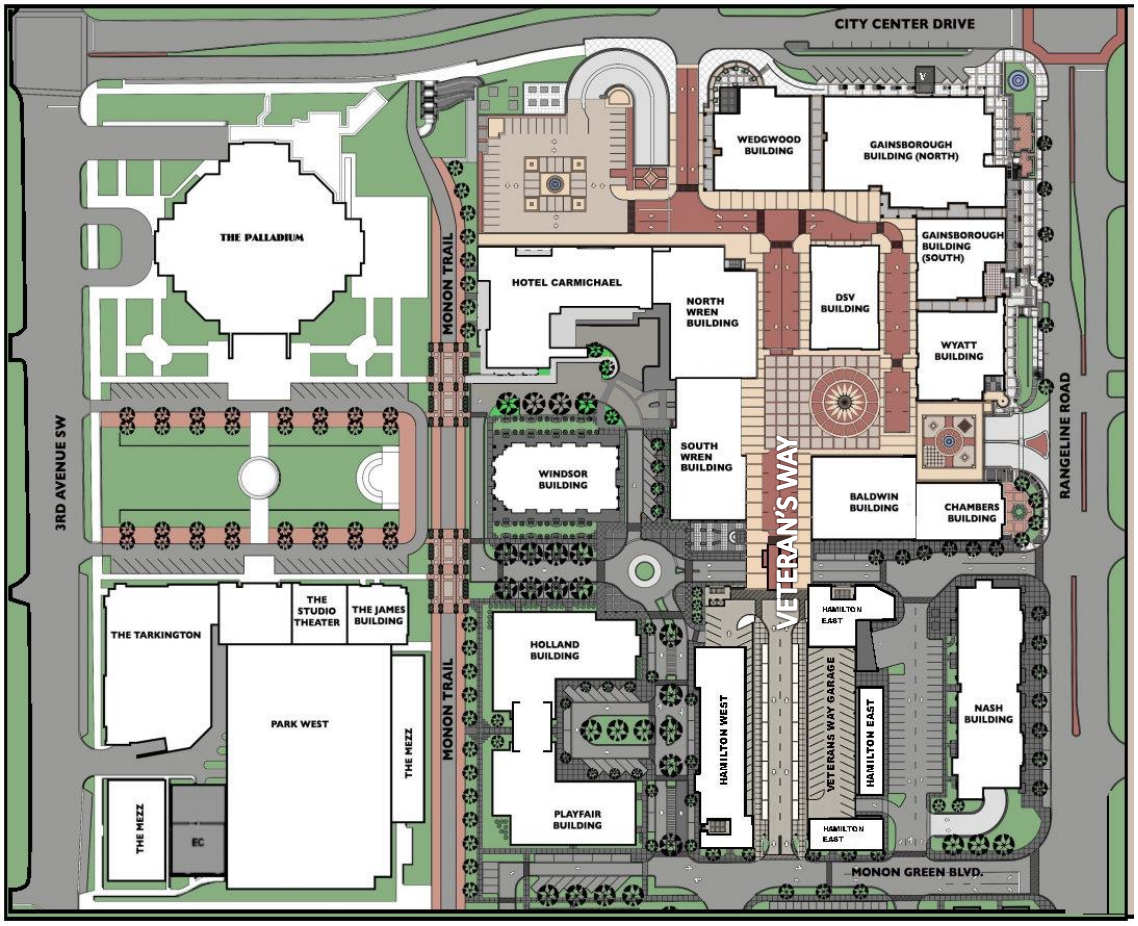


Figure 1 City Center Master Plan, provided by Pedcor City Center Development Company

PROJECT UPDATES

1) Project Status – *(changes noted below.)*

CRC Contract Amounts:

City Center Bond: $ 16,214,875.00

2016 TIF Bond: $ 2,598,314.00 (5th Floor of Park East garage)

Site Construction Contract Amounts: $1,442,962 – Smock Fansler, contractor - Complete

Veterans Way Extension Project Amounts: $3,403,000 – Hagerman, contractor – Complete

Parcel 73 Site work: $149,600 – Smock Fansler, contractor

PROJECT	USE	PROJECT DATES	DESIGN RENDERINGS PROVIDED BY PEDCOR
Veterans Way Garage	A five-story parking structure with 735 parking spaces Open to the public on 9/22/17	Completed in May 2017 Contract Amt. $13,954,683	
Baldwin/ Chambers	A four story building, of approximately 64,000 square feet, which will include luxury apartments and commercial retail/ office space. Approx. 26 Apartments Hagerman is the contractor.	Completed in June 2018	
Pedcor Office 5	A two story building, of approximately 20,000 square feet, which will include office space.	Start: Fall 2015 Completed Q4 2017	Tenants have moved into the new building

PROJECT UPDATES

Kent	A three story building, of approximately 111,000 square feet of luxury apartments. Site drawings were approved by the CRC Architectural Committee.	Start: Summer 2018	Site Construction – Start: Spring 2018 Site Work Awarded – Spring 2018 Building Construction – Start: Summer 2018 Site Work has commenced
Hamilton (Park East commercial /residential buildings	Drawings for Hamilton East have been approved by the CRC Architectural Committee.	Start: Summer 2018	Hamilton East - Construction commenced: Summer 2018 Hamilton West – Under Design
Holland	A five story building, of approximately 63,000 square feet, which will include luxury apartments and commercial retail/office space.	Est. Start: 2018 Approx. 51 Apartments	Under Design
Playfair	A five story building, of approximately 63,000 square feet, which will include luxury apartments and commercial retail/office space.	Est. Start: 2018 Approx. 48 Apartments	Under Design
Windsor	A four story building, of approximately 64,000 square feet.	Est. Start: 2018	Design has not started.
Wren	A seven story building of approximately 88,000 square feet, which will include luxury apartments and commercial office/retail space. Design has not started.	Est. Start: 2019	

Eastern Motor Court Site	A building, of approximately 76,000 to 91,000 square feet, which will include luxury apartments and commercial office/retail space designed so that in the future it could be in whole, or in part, converted to hotel rooms and/or hotel amenities.		Design has not started but will likely change due to the hotel project.
Hotel (see section below)	A boutique hotel with 122 rooms	Start: 2018 Completion: Q2 2020	CRC has hired a project manager, branding consultant, and architect to begin design and planning of the hotel. Financing is proceeding.

Note: All completion dates indicated above are per the Completion Guaranties executed between the CRC and Pedcor. Should Pedcor miss these dates they are obligated to cover the debt obligations.

2) Council and/or CRC Action Items

ACTION ITEM	CITY COUNCIL	CRC

3) CRC Commitments

An overview of commitments has been uploaded to the CRC website.

Most significantly, the CRC committed to publicly bid a four-story parking garage with not less than 620 parking spaces which has been completed and is available for public use. The CRC also commits to coordinate any significant site plan changes requested by Pedcor with City Council.

PROJECT UPDATES

HOTEL CARMICHAEL – CITY CENTER

1) Developer Partner(s): Pedcor
2) Economic Development Area: City Center
3) Project Summary: 4-4.5 Star Boutique Hotel
    1) 122 Room/Key count
    2) Approximately 100,000 in gross square feet of hotel space
    3) Approximately 5,500 gross square feet of meeting area available
    4) Restaurant, Club, Bar, and Lounge facilities available with views of the Palladium and the Monon Trail

    Total project budget: $41,000,000
4) Anticipated Project Schedule

Design Start	2017
Construction Start	2018
Construction Complete (tentative)	2020

5) Construction Milestones:
6) Council and/or CRC Action Items

ACTION ITEM	CITY COUNCIL	CRC

7) CRC Commitments

    The CRC will be involved with development and construction of the hotel building.

PROJECT UPDATES

PROSCENIUM

1) Developer Partner(s): Anderson Birkla
2) Economic Development Area: 126th Street
3) Project Summary: Mixed-use development, multiple buildings.
    1) 224 Apartments
    2) Approx. 140,000 SF of office and retail space
    3) Approx. 654 parking spaces (public and private)

    Total project budget: $60,000,000
4) Anticipated Project Schedule

Design Start	2016
Construction Start	2018
Construction Complete (tentative)	2020

5) Construction Milestones: Demolition is complete.
6) Council and/or CRC Action Items

ACTION ITEM	CITY COUNCIL	CRC

7) CRC Commitments

    No commitments by the CRC have been made.

    The City will be relocating and burying Duke Energy's transmission line and completing road improvements adjacent to the development.

PROJECT UPDATES

MIDTOWN EAST

1) Developer Partner(s): Old Town Development / Ambrose/ JC Hart
2) Economic Development Area: Old Town
3) Project Summary: Mixed-use development, multiple buildings.

   Secured Tenants: Allied Solutions and FC Tucker
4) Total project budget: $70,000,000

   Bond Proceeds:

   Phase 1 - $9,371,465.73

   Phase 2 - $6,250,000.00

   CRC Contracts Amount:

   North Garage – $9,137,000.00

   South Garage - $5,200,000.00
5) Anticipated Project Schedule

Allied Building	Complete Oct. 2017
Midtown North Garage	Complete Oct. 2017
Sun King Building	Complete Summer 2018
Midtown South Garage	Complete Summer 2018
Midtown South Office	Complete Summer 2018
Midtown Flats Apartments	Est. Completion 2019

6) Construction Milestones: North Garage Complete; South Garage Complete; South Office Complete; South Apartments – foundations and podium complete, erecting wood structure
7) CRC Commitments
   - Build public plaza.
   - Build two public parking garages with TIF proceeds.
   - The City will be relocating and burying Duke Energy's transmission line, completing road and Monon improvements.
8) Council and/or CRC Action Items

ACTION ITEM CITY COUNCIL CRC

PROJECT UPDATES

MIDTOWN WEST

1) Developer Partner(s): Barrett & Stokely, Merchants Bank of Indiana
2) Economic Development Area: Old Town
3) Project Summary: Mixed-use development, multiple buildings.
4) Total project budget: $54,000,000 - 60,000,000

   Bond Proceeds: $11,100,000 approx.

   Secured Tenants: Merchants Bank

5) Anticipated Project Schedule

TIF Request	2017
Design Start	2016
Construction Start	2018

6) Construction Milestones: Closed on land sale on September 26, 2016, Elm (4th) Street construction complete from 3rd Ave. to Range Line Road, Developer installing foundations, utility relocation.
7) CRC Commitments

   Construct Elm (4th)Street SW right-of-way

   Construct Monon right-of-way improvements, including Monon Blvd. South. Developer will reimburse part of the cost of construction for Monon Blvd. South roadway and sidewalk.
8) Council and/or CRC Action Items

ACTION ITEM	CITY COUNCIL	CRC

PROJECT UPDATES

MONON & MAIN

1) Developer Partner(s): Monon and Main, LLC
2) Economic Development Area: Old Town
3) Project Summary: Restaurant (12,000 sq. ft.), Seven townhomes (3,000 sq. ft.), office (40,000 sq. ft.), parking garage (200 parking spaces).
4) Total project budget: $20,000,000
5) Anticipated Project Schedule

TIF Request	2016
Design Start	2016
Construction Start	Spring 2017
Construction Complete	Summer 2018

6) Construction Milestones: Steel structure erected, Garage precast erected, buildings closed in, masonry starting on exterior, beginning work on interior, restaurant construction complete
7) CRC Commitments

   Fund parking garage with TIF installment contract, Construct Monon Boulevard, Purchase ROW and garage parcel, design and build upgraded south façade of garage
8) Council and/or CRC Action Items

ACTION ITEM	CITY COUNCIL	CRC

PROJECT UPDATES

MONON - URBAN SECTION

1) Project Summary: Project Summary: Monon enhancements in the urban section, between 1st Street NW and City Center Drive – including Arts & Design District and Midtown.
2) Total project budget: $20-23 million

3) Anticipated Project Schedule

Design Start	2016
Construction Start	September 2017

4) The design team, Rundell Ernstberger, along with Crossroads Engineering, is currently working on construction documents for the Monon Plaza and Phase 2. Bids were opened and the project awarded to White Construction. Phase 1 will include the north and southbound boulevard and the sidewalks on either side from Main Street to the new 4th Street. Midtown Plaza awarded in May 2018 and Phase 2 bid out in May 2018.

Respectfully submitted,

CRC Staff
Carmel Redevelopment Commission/Department
December 28, 2018

Prepared for David Bowers and Jeff Worrell
-End Report-

CARMEL HISTORIC PRESERVATION COMMISSION
QUARTERLY REPORT TO CARMEL CITY COUNCIL

October 2018 – January 2019

At its regularly scheduled meeting on October 11, the Carmel Historic Preservation Commission (CHPC) held a conference call with Jim and Chris Thomas, the prospective buyers of the historic house at 241 1st Ave. SE, to discuss the potential to coordinate the relocation of the house with a planned redevelopment of the site. The CHPC also accepted a preliminary application for the designation of the Morrison-Cartmel House at 155 Audubon Dr. as a single-site historic district, appointing an ad hoc committee to oversee the designation process.

In November, the CHPC canceled its regular meeting owing to a lack of pressing business. However, the ad hoc committee for the designation of the Morrison-Cartmel House Historic District held three meetings to draft a historic preservation plan and map, while CHPC staff continued to revise drafts of the plan based on the committee's conclusions. CHPC staff also worked to assemble an ad hoc committee for the designation of the Plum Creek Corn Crib at 0 E. 126th St. as a local conservation district and worked with the committee to notice stakeholders in the Plum Creek Farms subdivision of the first information session held by the ad hoc committee regarding the designation. The information session took place on November 29 and was attended by approximately 20 guests. Staff also worked with the City Attorney's Office and sponsor Ron Carter to draft an ordinance for the establishment of a non-reverting fund for the Commission and to secure a transfer of $65,378.25 in funds from 2018 to 2019. Also in November, CHPC staff met with Department of Community Services staff and Jim Thomas to engage in further discussions about the historic house at 241 1st Ave. SE. In this month, Mayor Brainard appointed Sue Maki to fill the vacancy left by CHPC member Rebecca Feigh, and CHPC staff met with Ms. Maki on November 27 to brief her on the structure, activities, and function of the Commission. Staff also made site visits to the homes of two façade grant awardees to inspect the results of their projects. Based on a directive from the Clerk Treasurer's Office, CHPC staff began contacting all individuals with unclaimed façade grants to request their submission of W-9 tax forms to the City in order to have their grant funds encumbered for 2019.

At its regularly scheduled meeting on December 11, the CHPC voted to recommend to City Council the designation of the Morrison-Cartmel House Historic District. The CHPC also voted to issue a request for proposals for an update to the 2014 Carmel and Clay Township Historic Architecture Survey, per the standard practice of updating a local survey every five years. CHPC staff continued to fulfill duties under the demolition delay ordinance (D-2338-16) as it applies to the property at 241 1st Ave. SE. CHPC staff also continued to collect W-9 forms for the encumbrance of façade grant funds and issued a payout request for a façade grant for improvements to 14420 Cherry Tree Road.

Throughout the previous quarter, CHPC staff continued to participate in the review of improvement location permit applications per the demolition delay ordinance.

Respectfully submitted,

Mark Dollase, Carmel Historic Preservation Commission Administrator

SPONSOR(S): Councillor Worrell

ORDINANCE NO. D-2446-18

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA, AMENDING CHAPTER 2, ARTICLE 4, SECTION 2-102 OF THE CARMEL CITY CODE

Synopsis: Establishes a Carmel Redevelopment Commission Marketing Gift Account Fund.

WHEREAS, Carmel City Code Section 2-102 establishes gift account funds for various City of Carmel Departments and Commissions; and

WHEREAS, Carmel City Code Section 2-102 should be amended to add a Carmel Redevelopment Commission marketing gift account fund and to establish a maximum Commissioner Dinner Gift Fund balance of Ten Thousand Dollars ($10,000).

NOW, THEREFORE, the Common Council ordains and states as follows:

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

Section 2. Carmel City Code Chapter 2, Article 4, Section 2-102 shall be, and hereby is, amended to read as follows:

§ 2-102 Gift Account Funds for Fire (Fund 851), Police (Fund 852), Community Relations (Fund 854), Park (Fund 853) Departments, ~~and~~ the Carmel Redevelopment Commission Gift Fund – Commissioner Dinner (Fund 855) and the Carmel Redevelopment Commission Gift Fund - Marketing (Fund 856).

(a) Separate gift account funds for the Carmel/Clay Fire Department, the Carmel Police Department, the Carmel/Clay Parks and Recreation Department, the Department of Community Relations and the Carmel Redevelopment Commission Gift Fund – Commissioner Dinner and the Carmel Redevelopment Commission Gift Fund - Marketing are hereby established.

(b) These gift account funds shall be individually maintained by the Clerk-Treasurer of the City and all gifts to each of said departments shall be placed in the individual gift account for the Department.

This Ordinance was prepared by Jon Oberlander, Carmel Assistant City Attorney, on 11/15/18 at 10:03 a..m. No subsequent revision to this Ordinance has been reviewed by Mr. Oberlander for legal sufficiency or otherwise.

(c) The uses to be made of the monies placed in the aforesaid account funds shall be at the discretion of the Board of Public Works and Safety for the Police Department, the Board of Public Works and Safety for the Fire Department, the Department of Community Relations for its fund, the Parks Board for the Parks Department fund, and the Carmel Redevelopment Commission for its funds, giving preference to the directions of the donor(s) with regard to their gifts(s). All such donations shall be made in compliance with applicable law. If a donation is found to have been made in violation of applicable law, the City, in its sole discretion, may return all or any portion of said donation to the donor or otherwise apply said donation as allowed by law.

(d) The Departments may accept gifts for their respective gift account fund from persons acting in their individual capacity and in their own behalf, from business organizations and corporations, and from not-for-profit organizations and service groups.

(e) The Carmel Redevelopment Commission shall not accept donations to its Gift Account Fund – Commissioner Dinner if the Fund account balance exceeds $~~2~~10,000.00. Vendors of the Carmel Redevelopment Commission may not contribute more than $~~2~~1,500.00 to the Carmel Redevelopment Commission Gift Account Fund – Commissioner Dinner in a calendar year. Donations to the Carmel Redevelopment Commission Gift Account – Commissioner Dinner may only be accepted if they are intended to pay for the meals served to Commissioners at meetings of the Carmel Redevelopment Commission. Funds from the Carmel Redevelopment Commission Gift Account Fund – Commissioner Dinner may only be expended to purchase the meals that are to be served to the Commissioners at Carmel Redevelopment Commission meetings.

Section 3. If any portion of this Ordinance is for any reason declared to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance so long as enforcement of same can be given the same effect.

Section 4. This Ordinance shall be in full force and effect from and after its passage and signing by the Mayor and such publication as is required by law.

[remainder of page intentionally left blank]

This Ordinance was prepared by Jon Oberlander, Carmel Assistant City Attorney, on 11/15/18 at 10:03 a..m. No subsequent revision to this Ordinance has been reviewed by Mr. Oberlander for legal sufficiency or otherwise.

PASSED by the Common Council of the City of Carmel, Indiana, this ____ day of _____, 2018, by a vote of _____ ayes and _____ nays.

COMMON COUNCIL FOR THE CITY OF CARMEL

_____ _____

Kevin D. Rider, President Sue Finkam

_____ _____

Jeff Worrell, Vice-President Anthony Green

_____ _____

Laura D. Campbell H. Bruce Kimball

_____

Ronald E. Carter

ATTEST:

_____

Christine S. Pauley, Clerk-Treasurer

Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of _____ 2018, at _____ __.M.

_____

Christine S. Pauley, Clerk-Treasurer

Approved by me, Mayor of the City of Carmel, Indiana, this _____ day of _____ 2018, at _____ __.M.

_____

James Brainard, Mayor

ATTEST:

_____

Christine S. Pauley, Clerk-Treasurer

This Ordinance was prepared by Jon Oberlander, Carmel Assistant City Attorney, on 11/15/18 at 10:03 a..m. No subsequent revision to this Ordinance has been reviewed by Mr. Oberlander for legal sufficiency or otherwise.

SPONSOR(S): Councilor Carter

ORDINANCE NO. D-2448-18

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA, AMENDING CHAPTER 6, ARTICLE 5, DIVISION VIII, SECTION 6-158 OF THE CARMEL CITY CODE.

Synopsis: Ordinance clarifies the regulation of noise within the City of Carmel.

WHEREAS, the City of Carmel (the "City") has the power and authority, pursuant to Indiana Code 36-8-2-8 and its general police powers, to regulate the generation of sound within its corporate boundaries;

WHEREAS, the Common Council of the City of Carmel, Indiana, now finds that it is in the public interest to now amend the City's current noise regulations so as to better protect the health, safety and welfare of the City's residents and guests; and

WHEREAS, the Common Council of the City of Carmel, Indiana, now finds that it is in the public interest to now amend the City's current noise regulations so as to provide greater clarity concerning the applicability of the City's restrictions concerning noise and supervised public displays of fireworks.

NOW, THEREFORE, BE IT ORDAINED, by the Common Council of the City of Carmel, Indiana, as follows:

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

Section 2. The following subsections of Carmel City Code Section 6-158 are hereby amended and shall read as follows:

(a) *General Requirements.* Except as provided by subsections (b) and (c), ~~N~~no person shall play, within the City's corporate limits, use or operate any machine, motor vehicle, device, or thing that produces or reproduces sound, or keep any animal if the sound therefrom generated, made, caused, or otherwise emitted is:

~~(1) Audible 50 feet or more from its Stationary Noise Source; or~~

(1~~2~~) At a level that exceeds that permitted on the chart below for more than ~~a period of~~ ~~five~~ three minutes, on aggregate, ~~or more~~ within any ~~15~~ ten minute period of time, when measured on a dB(A) scale from a distance of not less than 50 feet from its Stationary Noise Source—the sound need not be continuous; or

(2~~3~~) At a level of more than 70 decibels for any period of time, when measured on a dB(A) scale from a distance of not less than 50 feet from its Stationary Noise Source; and

This Ordinance was prepared by Benjamin J. Legge, Assistant City Attorney, on 11/20/18 at 2:48 PM. It may have been subsequently revised. However, no subsequent revision to this Ordinance has been reviewed by Mr. Legge for legal sufficiency or otherwise.

(34) If any of the aforementioned violations occur upon private property, the Stationary Noise Source must be audible from, or measured at, the property line of said private property, or if the Stationary Noise Source is located within an apartment complex or other shared-wall condominium/townhouse styled private residential structure, the Stationary Noise Source must be heard from, or measured at, the shared boundary between the private residential structure. ~~units.~~

Zoning District	*Time Period*	*Noise Level (dBA)*
S-1, S-2, R-1, R-2, R-3, R-4, R-5	8:00 a.m. - 10:00 p.m. 10:00 p.m. - 8:00 a.m.	55 50
UR, B-1, B-2, B-3, B-5, B-6, B-7, B-8, C-1, C-2, OMUC, ~~PM~~MC, PUD, P-1	7:00 a.m. - 11:00 p.m. 11:00 p.m. - 7:00 a.m.	60 50
I-1~~, M-1~~, M-3~~, AG-1~~	Anytime	~~70~~65

(b) *Business sounds within 50 feet of a Residential Unit.* When sounds are associated with the normal conduct of legally established non-transient businesses, organizations, and governmental entities, and the sounds emanate from a property with a border that is located within 50 feet of a Residential Unit and the sounds are not related to a property maintenance activity, such sounds:

(1) Shall not exceed 60dB(A), as measured from the property line of any Residential Unit, for more than three minutes, on aggregate, within a ten-minute period of time between the hours of 7:00 a.m. and 11:00 p.m. However, at no time shall sounds exceed 70dB(A) during these hours;

(2) Shall not exceed 55dB(A), as measured from the property line of any Residential Unit, for more than three minutes, on aggregate, within a ten-minute period of time between the hours of 11:00 p.m. and 7:00 a.m. However, at no time shall sounds exceed 65dB(A) during these hours.

(~~b~~c) *Exemptions.* The following are exempted from the provisions of this section, unless otherwise provided:

(1) Sounds emitted from authorized emergency vehicles.

(2) Lawn mowers, leaf blowers, weed trimmers, garden tractors, and power tools, when properly muffled, between the hours of 7:00 a.m. and 10:00 p.m. only.

(3) Burglar alarms and other warning devices when properly installed, providing the cause for such alarm or warning device sound is investigated and turned off within a reasonable period of time.

(4) Events authorized by the Board of Public Works in writing, including but not limited to, parades, festivals, carnivals, fairs, concert performances, band and drum corps performances, artistic performances, as well as any rehearsals for the same. .

(5) Attendant noise connected with the actual performance of athletic or sporting events and practices related thereto.

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(6) The emission of sound for the purposes of alerting persons to the existence of an emergency, or for the performance of emergency construction, repair or other work.

(7) Sounds associated with the use of legal consumer fireworks during the following days and times:

a. Between the hours of 5:00 p.m. and two hours after sunset on June 29, June 30, July 1, July 2, July 3, July 5, July 6, July 7, July 8 and July 9;

b. Between the hours of 10:00 a.m. and 12:00 midnight on July 4;

c. Between the hours of 10:00 a.m. on December 31 and 1:00 a.m. on January 1.

(8) Sounds associated with the use of the Carmel Police Department Firing Range.

(9) Except as provided by subsection (b), Ssounds associated with the normal conduct of legally established non-transient businesses, organizations and governmental entities, when such sounds are customary, incidental and within the normal range appropriate for such use.

(10) Rubbish collection utilizing any mechanical equipment between the hours of 6:00 a.m. and 9:00 p.m. only.

(11) Subject to the other provisions of this section, and any other applicable law, rule or regulation, those sounds associated with motor vehicles lawfully operating on City streets. This does not include music or other sounds associated with a vehicle's sound system, including portable devices capable of emanating sounds that may be located within the vehicle. Nothing is this section shall interfere with the restrictions on the use of compression release engine brakes and similar devices, as set forth under Carmel City Code Section 8-71.

(12) Sounds associated with equipment or animals lawfully utilized by handicapped persons to accommodate their handicap.

(13) Sounds associated with the operation of aircraft or snow removal equipment.

(14) Sounds associated with church and temple bells and chimes, and with mosque minarets.

(15) Sounds associated with building construction between the hours of 7:00 a.m. and 9:00 p.m. only, as well as, and to the extent that, such construction is necessitated at other times due to a bona fide "emergency", as that term is defined in *I. C., 36-1-2-4.5*, as the same may be amended from time to time. Music is not considered a valid construction noise.

(16) Sounds associated with public speaking, public assembly, or other activities conducted on any public space or public right-of-way pursuant to constitutional or other lawful authority and assembly between the hours of 9:00 a.m. and 5:00 p.m.

This Ordinance was prepared by Benjamin J. Legge, Assistant City Attorney, on 11/20/18 at 2:48 PM. It may have been subsequently revised. However, no subsequent revision to this Ordinance has been reviewed by Mr. Legge for legal sufficiency or otherwise.

(17) Reserved.

~~(c) No person shall keep any animal which, by causing frequent or long-continuing noise that is audible 50 feet or more from its source when the animal is on public property or 50 feet or more outside of a private property line when the animal is on private property, does disturb the comfort or repose of any other person.~~

(d) *Fines.* Any person who violates the provisions of this section shall be guilty of an ordinance violation, punishable by a fine of not more than:

(1) First offense: Up to $250;

(2) Second offense: Up to $1,000;

(3) Third and subsequent offenses: Up to $2,500.

(e) *Enforcement.* Citations for violation of this section may be issued by any City Code Enforcement Officer or any sworn member of the Carmel Metropolitan Police Department and, additionally, in or on Carmel Clay Schools property only, by any sworn special police officer appointed under *I.C., 36-8-3-7* to serve the Carmel Clay Schools.

(f) *Firework Displays.* The provisions of this section shall not apply to supervised public displays of fireworks by municipalities, fair associations, amusement parks, and other organizations or groups of individuals, under Indiana Code Section 22-11-14-2, all of which are and shall continue to be subject to applicable state permitting requirements and state statutes. The Carmel Fire Department shall make any application for a permit for a supervised public display of fireworks in the City's corporate limits available for public inspection within seven (7) days of approval.

(~~f~~g) *Definitions.* For purposes of this section, the following definitions shall apply:

Ambient noise level. The A-weighted sound pressure level of all the encompassing noise associated with a given environment, being usually a composite of sounds from many sources. If possible, ambient noise level shall be measured at the same location as the measurement taken of the alleged offending noise source. If the alleged offending noise source is continuous and cannot reasonably be discontinued or stopped for the time necessary to measure the ambient noise level, the ambient noise level shall be determined by traveling away from the noise source to a point where at a steady decibel reading can be achieved and that is at least four feet from any wall or similar reflecting surface. If this is not reasonably possible, the noise level measured while the alleged offending noise source is in operation shall be compared directly to the noise level standards set forth in this section.

Residential Unit. A single family or multifamily dwelling located within the City's corporate limits.

Stationary Noise Source. Any sound amplifying equipment and any other object, motor vehicle, facility, and/or source, whether fixed or movable, that is capable of emitting audible sound.

This Ordinance was prepared by Benjamin J. Legge, Assistant City Attorney, on 11/20/18 at 2:48 PM. It may have been subsequently revised. However, no subsequent revision to this Ordinance has been reviewed by Mr. Legge for legal sufficiency or otherwise.

Section 3. The remaining provisions of Carmel City Code Sections 6-158 are not affected by this Ordinance and shall remain in full force and effect.

Section 4. All prior ordinances or parts thereof inconsistent with any provision of this Ordinance are hereby repealed, to the extent of such inconsistency only, as of the effective date of this Ordinance, such repeal to have prospective effect only. However, the repeal or amendment by this Ordinance of any other ordinance does not affect any rights or liabilities accrued, penalties incurred or proceedings begun prior to the effective date of this Ordinance. Those rights, liabilities and proceedings are continued and penalties shall be imposed and enforced under such repealed or amended ordinance as if this Ordinance had not been adopted.

Section 5. If any portion of this Ordinance is for any reason declared to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance so long as enforcement of same can be given the same effect.

Section 6. This Ordinance shall be in full force and effect from and after the date of its passage and signing by the Mayor and such publication as required by law.

This Ordiuance was prepared by Benjamin J. Legge, Assistant City Attorney, on 11/20/18 at 2:48 PM. It may have been subsequently revised. However, no subsequent revision to this Ordinance has been reviewed by Mr. Legge for legal sufficiency or otherwise.

PASSED by the Common Council of the City of Carmel, Indiana, this ____ day of _____, 2018, by a vote of _____ ayes and _____ nays.

COMMON COUNCIL FOR THE CITY OF CARMEL

_____
Kevin D. Rider, President

_____
Sue Finkam

_____
Jeff Worrell, Vice-President

_____
Anthony Green

_____
Laura D. Campbell

_____
H. Bruce Kimball

_____
Ronald E. Carter

ATTEST:

_____
Christine S. Pauley, Clerk-Treasurer

Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of _____ 2018, at _____ __.M.

_____
Christine S. Pauley, Clerk-Treasurer

Approved by me, Mayor of the City of Carmel, Indiana, this _____ day of _____ 2018, at _____ __.M.

_____
James Brainard, Mayor

ATTEST:

_____
Christine S. Pauley, Clerk-Treasurer

This Ordinance was prepared by Benjamin J. Legge, Assistant City Attorney, on 11/20/18 at 2:48 PM. It may have been subsequently revised. However, no subsequent revision to this Ordinance has been reviewed by Mr. Legge for legal sufficiency or otherwise.

CARMEL CITY COUNCIL REZONING ORDINANCE INTRODUCTION BOOKLET

PETITIONER:	FRANCISCAN ALLIANCE, INC.
PROPERTY LOCATION:	SOUTHEAST CORNER OF NORTH ILLINOIS STREET AND 111TH STREET
ORDINANCE NO.	Z-638-18
DATE OF HEARING:	December 17, 2018

Attorney for Petitioner
Robert A. Hicks
Hall, Render, Killian, Heath & Lyman, P.C.
500 North Meridian Street, Suite 400
Indianapolis, Indiana 46204
(317) 977-1433

INDEX TO EXHIBITS

Tab No.	Description
1.	Summary of Rezoning Request
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3.	Analysis of Proposing Zoning Map Change
4.	Plan Commission Certification
5.	Proposed Rezoning Ordinance
6.	Proposed Rezoning Commitments
7.	Conceptual Site Plan
8.	Conceptual Master Plan

TAB 1

Summary of Rezoning Request

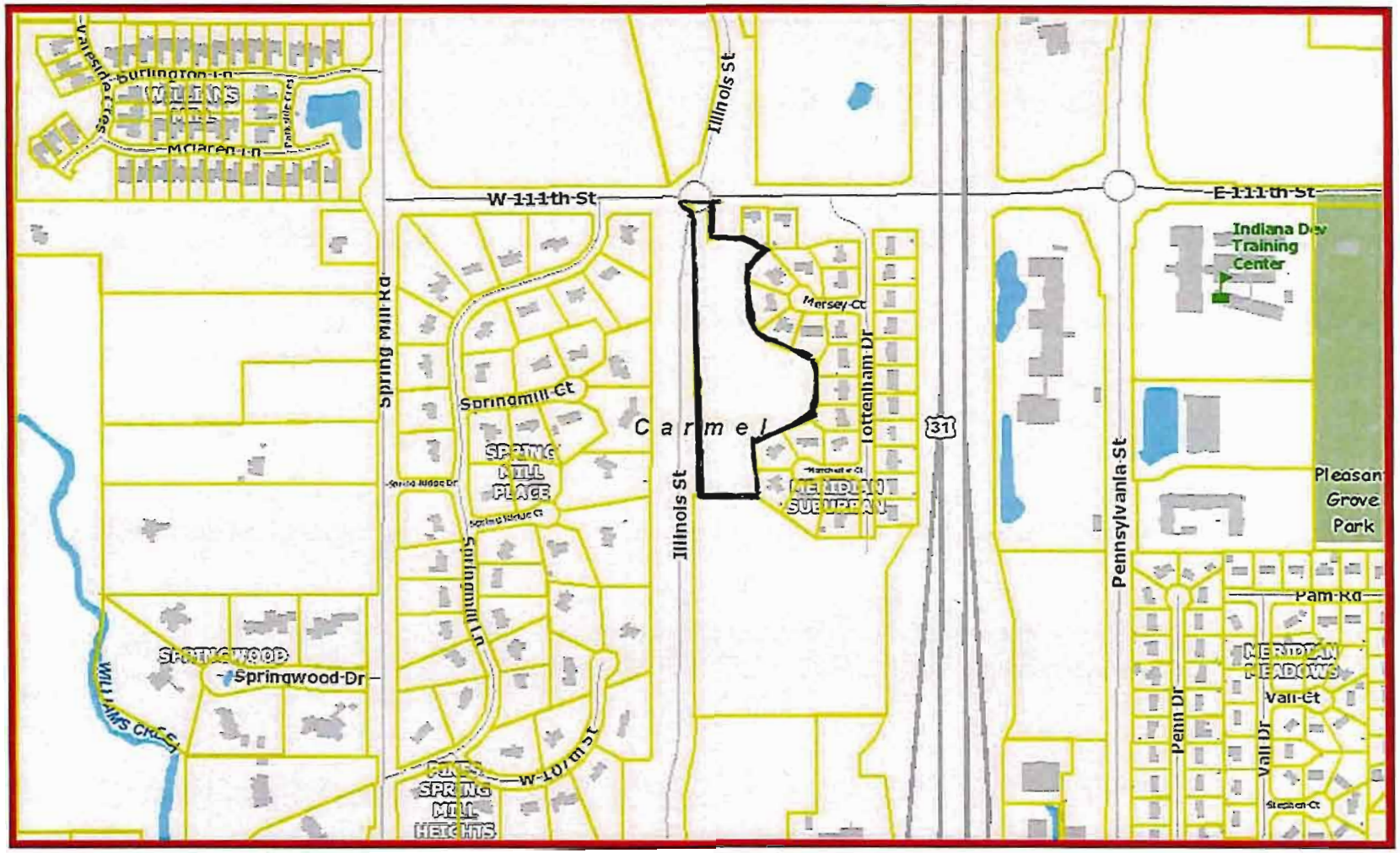
The subject property is 6.16 acres ("Subject Property") and lies west of and adjacent to the neighborhood known and platted as the Meridian Suburban neighborhood. The Subject Property was once part of the Meridian Suburban neighborhood plat, but, because it was never developed for residential purposes, the plat was vacated some years ago.

The proposal is to rezone the Subject Property from the S-2/Residential district to the MC/Meridian Corridor district and make the Subject Property the northern part of an orthopedic specialty hospital campus. The Subject Property when combined with the southern portion of such proposed campus would result in a campus of approximately 18 acres.

The Subject Property with its visibility and accessibility to US 31 is highly desirable for development as a medical campus given the reputation of the 31 corridor as a health care corridor.

The proposed rezoning is submitted in conjunction with commitments designed to minimize the impact of the development of the Subject Property upon the adjacent residential property to the east of the Subject Property. The proposed rezoning and commitments have been favorably received by DOCS staff and the Advisory Plan Commission.

TAB 2



November 29, 2018

1:6,000

0 0.05 0.1 0.2 mi

0 0.075 0.15 0.3 km

Author: Hamilton County

Hamilton County compiled this map. Although strict accuracy standards have been employed, Hamilton County does not warrant or guarantee the accuracy of the information contained herein and disclaims any and all liability resulting from any error or omission.

TAB 3

Analysis of Proposed Zoning Change to MC

There are factors to weigh when considering a rezoning (zoning map change). No one factor typically outweighs the other. The state zoning enabling act lists five such factors, which include:

1. The comprehensive plan;

2. Current conditions and the character of current structures and uses in each district;

3. The most desirable use for which the land in each district is adapted;

4. The conservation of property values throughout the jurisdiction; and

5. Responsible development and growth.

COMPREHENSIVE PLAN. The comprehensive plan specifically excludes the Subject Property from any particular land use recommendation, because at the time the comprehensive plan was created, the Subject Property was not yet annexed into the City of Carmel. However, the comprehensive plan proposes a predominance of property located near the Subject Property as "Employment Node" with one nearby area also proposed as "Institutional Node," both of which support the hospital campus development contemplated. The following excerpts from the relevant portions of the comprehensive plan clearly demonstrate that the rezoning of the Subject Property to MC and the redevelopment of the Subject Property as a specialty orthopedic hospital campus are consistent with the comprehensive plan:

1. Policy 3: Perpetuate Economic Vitality

   Objective 3.10:

   Continue to build upon the economic benefits of the U.S. 31 Corridor by further maximizing its development potential. Encourage new buildings to be constructed of high quality materials at the maximum building heights allowed and encourage parking areas to be structured for the most efficient use of land in the corridor. Ref., p. 18.

2. South Central Carmel Policies and Objectives

   Objective 2.2:

   Promote a high quality employment corridor along U.S. 31. Ref., p. 24.

3. U.S. 31 Corridor:

   Require all buildings in the employment corridor to be 6 to 10 stories in height and 3 to 5 stories (not to exceed 60 feet) when between 106th Street and 111th Street west of U.S. 31.

   However, building heights should be reduced as they encroach on Illinois Street and Pennsylvania Street; and building heights should not exceed 3 stories when adjacent to existing residential neighborhoods.

   This office and medical corridor provides essential employment opportunity and portrays a positive community character.

   Parking areas should be de-emphasized and, when appropriate structured to make room for additional buildings.

   Transition the scale and mass of structures between U.S.31 and Illinois Street to minimize impact to residential development to the west.

   Require high quality, urban office architecture and campus design between Illinois Street and Pennsylvania Street.

   Respect transitions to adjacent neighborhoods and require appropriate buffering. Ref., p. 84.

CURRENT CONDITIONS AND THE CHARACTER OF CURRENT STRUCTURES AND USES. The Subject Property is zoned S-2, which contemplates suburban residential development. However, the Subject Property is not suitable for suburban residential development, as evidenced by the recent vacation of the Meridian Suburban plat which formerly applied to the Subject Property. Further, the development of the U.S. 31 corridor as an important commercial corridor and the reconstruction of North Illinois Street have contributed to a clearly commercial character for the Subject Property.

MOST DESIRABLE USE FOR WHICH THE LAND IN EACH DISTRCIT IS ADAPTED. The Subject Property is highly desirable for development as part of a specialty orthopedic hospital campus because of its access to and visibility from U.S. 31, which is a high profile employment corridor that already contains predominantly office and health care developments. Because MC is the predominant surrounding zoning classification for properties along U.S. 31 and the MC district contemplates hospital and medical uses, MC is appropriate for the Subject Property.

CONSERVATION OF PROPERTY VALUES THROUGHOUT THE JURISDICTION. The Petitioner is aware of its responsibility to preserve property values in the area. Therefore, in addition to choosing the MC zoning classification which is compatible with adjacent residential zones as long as appropriate care is taken to minimize the impact upon such residential areas, Petitioner is also proposing rezoning commitments which will restrict the building height on the

Subject Parcel, prohibit certain incompatible uses, impose architectural standards, as well as provide for significant Bufferyard D protection in the form of landscaping and preservation of existing healthy and non-invasive tree species.

RESPONSIBLE DEVELOPMENT AND GROWTH. The proposed development of the Subject Property will further enhance the City's reputation as a location for premier health care services. In April, 2012, in response changing community needs, the Franciscan Health Carmel Hospital opened its doors. A keen focus of the Carmel Hospital was on extending the high-quality care protocols that had been refined and perfected at the prestigious Center for Hip & Knee Surgery (CHKS) at Franciscan St. Francis Health-Mooresville, in operation since 1986. Today, the combined joint replacement program at Carmel and Mooresville performs over 2,500 joint replacements each year, treating patients from all over the Midwest, the nation, and the world. CHKS is also responsible for instructing hundreds of surgeons in the latest techniques and methods for joint replacement, ensuring high-quality care for patients. As a testament to this high standard of care, in 2018 CareChex, a quality rating system, ranked the Center for Hip & Knee Surgery as the #1 Hospital in the state of Indiana for Medical Excellence in Major Orthopedic Surgery. In 2017, Franciscan Health again evaluated the growing demand for orthopedic services in the market and determined that Franciscan's Carmel Hospital is not equipped to handle the projected growth over the next 20 years. The findings are as follows:

1. The 65+ population is expected to grow by 59% between 2017 and 2035.

    - The number of outpatient hip replacement procedures is projected to increase by 19% by 2023 and by 74% by 2028.

    - The number of outpatient knee replacement procedures is projected to increase by 28% by 2023 and by 89% by 2028.

2. The "millennial" population will top out at 74 million. This younger population is very active and will opt for minimally invasive procedures and surgeries. This Center of Excellence will focus on musculoskeletal well-being. Millennials are projected to desire services that help prevent injuries and promote healthy lifestyles.

3. Diabetes and obesity comorbidities affecting 9% and 30% of the population, respectively. This population is less able to avail itself of outpatient options. This Center of Excellence will provide the appropriate level of care that the patient needs to be successful and while many procedures are moving to the outpatient environment successfully, some patients' overall health status will require an inpatient environment. Being able to provide different levels of care with the same focus of subject-matter experts dedicated to orthopedic excellence, will make this Center of Excellence a regional destination.

The conclusion: there is a need for an orthopedic center that offers comprehensive, unparalleled, orthopedic services in central Indiana.

TAB 4

CERTIFICATION
OF THE CARMEL PLAN COMMISSION'S RECOMMENDATION
ON THE PETITION TO THE CITY OF CARMEL
TO AMEND THE ZONING ORDINANCE
PURSUANT TO INDIANA CODE 36-7-4-605

ORDINANCE Z-638-18

Southeast corner of North Illinois Street and 111th Street
S2 to MC

To: The Honorable Common Council
of The City of Carmel
Hamilton County, Indiana

Dear Members:

The Carmel Plan Commission offers you the following report on the application (Docket No. 18030016 Z) petitioning to rezone 6.16 acres from S2 (Residential) to MC (Meridian Corridor).

The Carmel Plan Commission's recommendation on the petition of the applicant is "**Favorable**."

At its regularly scheduled meeting on November 20, 2018, the Carmel Plan Commission voted nine (9) in Favor, zero (0) Opposed, to forward to the Common Council proposed **Ordinance Z-638-18** with a "**Favorable Recommendation**."

Please be advised that by virtue of the Plan Commission's **Favorable Recommendation**, pursuant to IC 36-7-4-608(f), the Council has ninety (90) days to act on this petition before it becomes effective as certified by the Commission. Ninety days from the date of this Certification is Tuesday, February 19, 2019.

CARMEL PLAN COMMISSION

By: _____
Brad Grabow, President

ATTEST:

_____
Joe Shestak, Secretary
Carmel Plan Commission
Dated: November 21, 2018

TAB 5

Sponsor: Councilor Campbell

ORDINANCE Z-638-18
AN ORDINANCE OF THE COMMON COUNCIL
OF THE CITY OF CARMEL, INDIANA

Rezoning 6.16 acres at SE corner of North Illinois Street and 111th Street from S2 (Residential) to the MC (Meridian Corridor) District

Synopsis:

This ordinance rezones approximately 6.16 acres to the MC (Meridian Corridor) district. The site is currently zoned S2 (Residential). It is located on the southeast corner of North Illinois Street and 111th Street.

WHEREAS, pursuant to Indiana Code 36-7-4, the Common Council has lawfully adopted a Unified Development Ordinance, the terms of which are applicable to the geographic area consisting of the incorporated area of the City of Carmel, Indiana, which Unified Development Ordinance has been codified in Chapter 10 of the Carmel City Code; and

WHEREAS, pursuant to Indiana Code 36-7-4-602 the Common Council is authorized to amend the map that is part of the Unified Development Ordinance; and

WHEREAS, the Carmel Advisory Plan Commission gave a favorable recommendation on Tuesday, November 20, 2018, to Docket No. 18030016 Z regarding the rezoning of the real property described on Exhibit A and illustrated on Exhibit B, which is incorporated herein by this reference (the "Subject Property").

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Carmel, Indiana, that:

Section I: The Official Zoning Map accompanying and made part of the Unified Development Ordinance is hereby changed to designate the Subject Property from the S2/Residential District to the MC/Meridian Corridor District.

Section II: All prior Ordinances or parts thereof inconsistent with any provision of this Ordinance are hereby repealed.

Section III: This Ordinance shall be in full force and effect from and after its passage and signing by the Mayor.

ADOPTED by the Common Council of the City of Carmel, Indiana, this _____ day of _____, 20____, by a vote of _____ ayes and _____ nays.

COMMON COUNCIL FOR THE CITY OF CARMEL

_____
Kevin D. Rider, President

_____
Sue Finkam

_____
Jeff Worrell, Vice-President

_____
Anthony Green

_____
Laura D. Campbell

_____
H. Bruce Kimball

_____
Ronald E. Carter

ATTEST:

Christine S. Pauley, Clerk-Treasurer

Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of _____, 20____, at _____ (a.m./p.m.)

_____
Christine S. Pauley, Clerk-Treasurer

Approved by me, the Mayor of the City of Carmel, Indiana, this____ day of _____, 20_____, at _____ (a.m./p.m.)

_____
James Brainard, Mayor

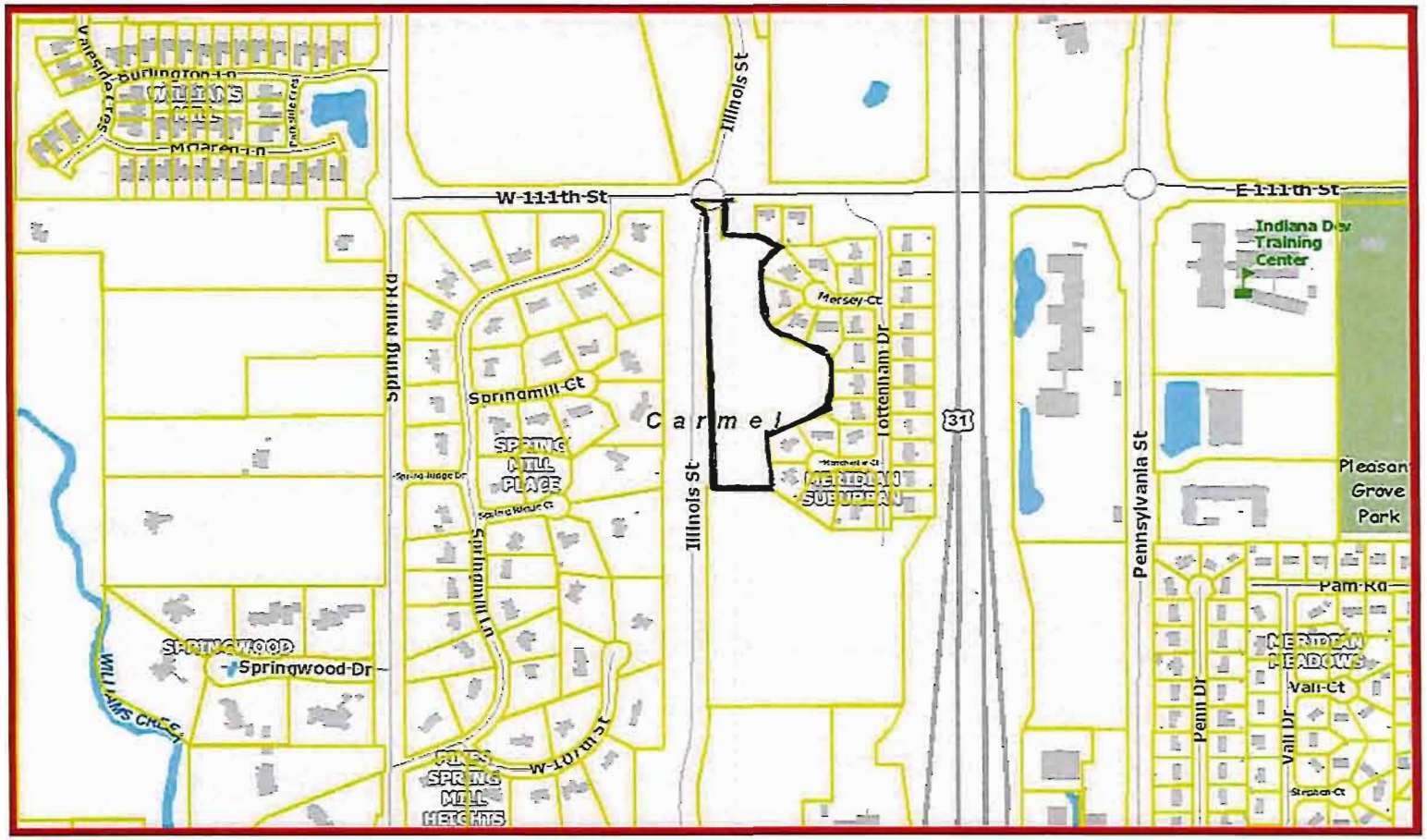
ATTEST:

_____
Christine S. Pauley, Clerk-Treasurer

Exhibit A

PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 17 NORTH, RANGE 3 EAST, IN HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 31 MINUTES 17 SECONDS EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 968.10 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 45 SECONDS EAST, 736.17 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 17 SECONDS WEST, 153.54 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 33 SECONDS EAST ALONG THE EAST LINE OF INSTRUMENT NUMBER 2016014328 AS RECORDED IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, 825.09 FEET; THENCE SOUTH 87 DEGREES 08 MINUTES 13 SECONDS EAST ALONG SAID EAST LINE, 26.19 FEET TO THE POINT OF BEGINNING; THENCE NORTH 04 DEGREES 33 MINUTES 13 SECONDS EAST ALONG SAID EAST LINE, 32.37 FEET; THENCE 153.37 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 650.91 FEET, AND CHORD BEARING NORTH 02 DEGREES 11 MINUTES 47 SECONDS WEST, 153.01 FEET; THENCE NORTH 08 DEGREES 56 MINUTES 47 SECONDS WEST ALONG SAID EAST LINE, 27.93 FEET; THENCE 83.01 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1041.48 FEET, AND CHORD BEARING NORTH 04 DEGREES 30 MINUTES 12 SECONDS WEST, 165.49 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 13 SECONDS EAST ALONG SAID EAST LINE, 587.11 FEET; THENCE SOUTH 73 DEGREES 51 MINUTES 32 SECONDS EAST, 52.04 FEET; THENCE NORTH 89 DEGREES 18 MINUTES 43 SECONDS EAST, 125.00 FEET; THENCE SOUTH 58 DEGREES 17 MINUTES 46 SECONDS EAST, 93.86 FEET TO THE NORTHWESTERLY LINE LOT 36 AS RECORDED IN THE SUBDIVISION PLAT OF MERIDIAN SUBURBAN IN PLAT BOOK 2, PAGE 174; THENCE SOUTH 51 DEGREES 42 MINUTES 41 SECONDS WEST ALONG SAID NORTHWESTERLY LINE, 70.00 FEET TO THE WEST LINE OF SAID LOT 36; THENCE SOUTH 00 DEGREES 03 MINUTES 13 SECONDS WEST ALONG THE WEST LINE OF LOTS 36 AND 37, 200.00 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 37; THENCE SOUTH 32 DEGREES 31 MINUTES 40 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE, 102.38 FEET TO THE SOUTHERLY LINE OF LOT 38; THENCE SOUTH 70 DEGREES 36 MINUTES 57 SECONDS EAST ALONG SAID SOUTHERLY LINE, 204.89 FEET TO THE NORTHWESTERLY CORNER OF LOT 41; THENCE SOUTH 00 DEGREES 12 MINUTES 04 SECONDS WEST ALONG THE WEST LINE OF LOT 41 AND LOT 42, 160.00 FEET TO THE NORTHWEST CORNER OF LOT 43; THENCE SOUTH 25 DEGREES 07 MINUTES 04 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF LOT 43, 67.62 FEET TO THE NORTH CORNER OF LOT 45; THENCE SOUTH 69 DEGREES 10 MINUTES 04 SECONDS WEST ALONG THE NORTHERLY LINE OF LOT 45 AND LOT 46, 219.97 FEET TO THE NORTHWEST CORNER OF LOT 46; THENCE SOUTH 03 DEGREES 51 MINUTES 56 SECONDS EAST ALONG THE WEST LINE OF LOT 46 AND LOT 16, 216.28 FEET TO THE SOUTHWESTERLY LINE OF LOT 16; THENCE NORTH 87 DEGREES 08 MINUTES 13 SECONDS WEST, 207.93 FEET TO THE POINT OF BEGINNING, CONTAINING 6.16 ACRES, MORE OR LESS.

Exhibit B



November 29, 2018

1:6,000

0 0.05 0.1 0.2 mi

0 0.075 0.15 0.3 km

Author: Hamilton County

Hamilton County compiled this map. Although strict accuracy standards have been employed, Hamilton County does not warrant or guarantee the accuracy of the information contained herein and disclaims any and all liability resulting from any error or omission.

TAB 6

COMMITMENTS CONCERNING THE USE OR DEVELOPMENT OF REAL ESTATE

The owner of the real estate described on Exhibit A attached hereto and located in the City of Carmel, Indiana, makes the following COMMITMENTS concerning the use or development of the of real estate. All Commitments with the exception of Commitment 1 apply to the approximately eighteen (18) acres of real estate described on the attached Exhibit A (the "Campus"). Commitment 1 applies only to the approximately six (6) acres of real estate described on the attached Exhibit B (the "Rezoning Subject Parcel").

Statement of Commitments

Commitment 1

For so long as the 31 lots constituting the Meridian Suburban neighborhood are zoned to the S-2 zoning classification under the City of Carmel Unified Development Ordinance ("UDO"), any principal and accessory buildings on the Rezoning Subject Parcel shall not exceed two (2) stories in height.

Commitment 2

Applicant shall conduct a woodland inventory and work with the Urban Forester to create a landscaping and tree preservation plan targeting existing healthy and non-invasive trees ("Preserved Trees") located in the bufferyard located adjacent to the Meridian Suburban neighborhood ("Preserved Tree Area"). The plan shall be developed in a manner that minimizes light pollution by creating a light barrier through the use of screening plant material that satisfies the Bufferyard "D" requirements of the UDO. Such screening plant material shall be maintained, repaired and replaced by the owner such that the intended screening in the bufferyard adjoining the Meridian Suburban neighborhood is maintained for so long as the 31 lots constituting the Meridian Suburban neighborhood are zoned to the S-2 zoning classification under the UDO. Preserved Trees removed from the Preserved Tree Area shall be replaced by planting material meeting Bufferyard D requirements as set forth in the UDO.

Commitment 3

The Campus shall be taxable for property tax purposes for not less than 25 years with the specific details of this Commitment to be more fully developed in conjunction with the Carmel Redevelopment Commission at the time the property owner pursues tax increment financing to fund the cost of any future parking garages and/or public improvements.

Commitment 4

Any freestanding light fixtures shall feature full cut off shields and LED lights, to minimize light spill beyond the property lines of the 18 acre parcel. The illumination from said lights shall not exceed 0.1 footcandles at the property lines. No freestanding light fixtures shall exceed fifteen (15) feet in height if located within ninety (90) feet of the property lines adjacent to the Meridian Suburban neighborhood. Any security lighting erected on the facades of the buildings on the Campus shall be mitigated by the use of shielding or similar techniques in order to minimize impact on the Meridian Suburban neighborhood. This commitment shall apply only for so long as the 31 lots constituting the Meridian Suburban neighborhood are zoned to the S-2 zoning classification under the UDO.

Commitment 5

Any building constructed on the Campus shall feature four sided architecture. A minimum of three materials shall be used for building exteriors from the following list: stone, brick, architectural pre-cast (panels or detailing), architectural metal panels, glass, and ornamental metal. Stucco and EIFS may also be applied as trim details, but shall not exceed 10% of the overall non-window façade area.

Commitment 6

No loading or unloading berth shall be oriented to any adjacent residential uses unless screened from view at grade level by the masonry wall and plantings/preserved trees

Commitment 7

No outside, unenclosed storage of trash shall be permitted, whether in containers or not. All trash shall be located completely within the building if there is underground parking/storage structure or in an accessory structure architecturally compatible with the office building. The building owner shall contract with a trash hauler to restrict trash pickup between the hours of 7 a.m. and 7 p.m. Monday through Friday, and 10 a.m. to 5 p.m. Saturday and Sunday. Additionally, all non-emergency maintenance of the exterior of the Campus that creates noise at levels which exceed 90 decibels at the property line, such as lawn mowing and leaf blowing shall also occur between the hours of 7 a.m. and 7 p.m. Monday through Friday, and 10 a.m. to 5 p.m. Saturday and Sunday. For purposes of this restriction, snow/ice plowing or treatment shall not be included as a restricted activity.

Commitment 8

Bicycle parking shall be provided as per the UDO. Bicycle parking shall be located in any covered parking garage; however, if no garage is provided, bicycle parking shall be suitably covered so as to meet the long term parking goals of the UDO.

Commitment 9

For so long as the 31 lots constituting the Meridian Suburban neighborhood are zoned to the S-2 zoning classification under the UDO, uses of the Campus shall not, except to the extent required by applicable law or regulations, include the following:

1. ambulance garages, bays or stalls
2. hospital emergency rooms
3. medical emergency aircraft (e.g., helicopter) landing pads or other landing areas

These COMMITMENTS shall be binding on the owner, subsequent owners, and other persons acquiring an interest in the Campus. These COMMITMENTS may be modified or terminated by a decision of the Carmel Plan Commission made at a public hearing after property notice has been given.

COMMITMENTS contained in this instrument shall be effective upon the grant of Rezoning Petition #18030016 Z by the Carmel Plan Commission.

These COMMITMENTS may be enforced jointly and severally by the Carmel Plan Commission or the City of Carmel, Indiana.

ARTICLE 1. The undersigned hereby authorizes the Carmel Plan Commission to record this Commitment in the Office of the Recorder of Hamilton County, Indiana, upon final approval of petition 18030016 Z.

_____ *[name of owner* _____

By: _____

Printed: _____

Title _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of _____, the owner of the Campus, who acknowledged the execution of the foregoing Statement of Commitments, and who, having been duly sworn, stated that any representations therein contained are true.

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

My Commission Expires: _____

_____
Notary Public

_____
Printed

Resident of _____ County

This instrument was prepared by Robert A. Hicks, Attorney at Law, HALL, RENDER, KILLIAN, HEATH & LYMAN, P.C., 500 North Meridian Street, Suite 400, Indianapolis, Indiana 46204.

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. Robert A. Hicks

After recording, return to Robert A. Hicks, Attorney at Law, HALL, RENDER, KILLIAN, HEATH & LYMAN, P.C., 500 North Meridian Street, Suite 400, Indianapolis, Indiana 46204.

Exhibit A

The Campus

PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 17 NORTH, RANGE 3 EAST, IN HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 31 MINUTES 17 SECONDS EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 968.10 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 45 SECONDS EAST, 736.17 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 17 SECONDS WEST, 153.54 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 21 MINUTES 33 SECONDS EAST ALONG THE EAST LINE OF INSTRUMENT NUMBER 2016014328 AS RECORDED IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, 825.09 FEET; THENCE SOUTH 87 DEGREES 08 MINUTES 13 SECONDS EAST ALONG SAID EAST LINE, 26.19 FEET; THENCE NORTH 04 DEGREES 33 MINUTES 13 SECONDS EAST ALONG SAID EAST LINE, 32.37 FEET; THENCE 153.37 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 650.91 FEET, AND CHORD BEARING NORTH 02 DEGREES 11 MINUTES 47 SECONDS WEST, 153.01 FEET; THENCE NORTH 08 DEGREES 56 MINUTES 47 SECONDS WEST ALONG SAID EAST LINE, 27.93 FEET; THENCE 83.01 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1041.48 FEET, AND CHORD BEARING NORTH 04 DEGREES 30 MINUTES 12 SECONDS WEST, 165.49 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 13 SECONDS EAST ALONG SAID EAST LINE, 587.11 FEET; THENCE SOUTH 73 DEGREES 51 MINUTES 32 SECONDS EAST, 52.04 FEET; THENCE NORTH 89 DEGREES 18 MINUTES 43 SECONDS EAST, 125.00 FEET; THENCE SOUTH 58 DEGREES 17 MINUTES 46 SECONDS EAST, 93.86 FEET TO THE NORTHWESTERLY LINE LOT 36 AS RECORDED IN THE SUBDIVISION PLAT OF MERIDIAN SUBURBAN IN PLAT BOOK 2, PAGE 174; THENCE SOUTH 51 DEGREES 42 MINUTES 41 SECONDS WEST ALONG SAID NORTHWESTERLY LINE, 70.00 FEET TO THE WEST LINE OF SAID LOT 36; THENCE SOUTH 00 DEGREES 03 MINUTES 13 SECONDS WEST ALONG THE WEST LINE OF LOTS 36 AND 37, 200.00 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 37; THENCE SOUTH 32 DEGREES 31 MINUTES 40 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE, 102.38 FEET TO THE SOUTHERLY LINE OF LOT 38; THENCE SOUTH 70 DEGREES 36 MINUTES 57 SECONDS EAST ALONG SAID SOUTHERLY LINE, 204.89 FEET TO THE NORTHWESTERLY CORNER OF LOT 41; THENCE SOUTH 00 DEGREES 12 MINUTES 04 SECONDS WEST ALONG THE WEST LINE OF LOT 41 AND LOT 42, 160.00 FEET TO THE NORTHWEST CORNER OF LOT 43; THENCE SOUTH 25 DEGREES 07 MINUTES 04 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF LOT 43, 67.62 FEET TO THE NORTH CORNER OF LOT 45; THENCE SOUTH 69 DEGREES 10 MINUTES 04 SECONDS WEST ALONG THE NORTHERLY LINE OF LOT 45 AND LOT 46, 219.97 FEET TO THE NORTHWEST CORNER OF LOT 46; THENCE SOUTH 03 DEGREES 51 MINUTES 56 SECONDS EAST ALONG THE WEST LINE OF LOT 46 AND LOT 16, 216.28 FEET TO THE SOUTHWESTERLY LINE OF LOT 16; THENCE SOUTH 56 DEGREES 18 MINUTES 13 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF LOT 16 AND LOT 15, 250.00 FEET TO THE SOUTHWEST CORNER OF LOT 14; THENCE SOUTH 89 DEGREES 48 MINUTES 13 SECONDS EAST ALONG THE SOUTH LINE OF

LOT 14, 185.00 FEET; THENCE NORTH 00 DEGREES 11 MINUTES 47 SECONDS EAST, 32.00 FEET; THENCE NORTH 89 DEGREES 18 MINUTES 47 SECONDS EAST, 166.00 FEET TO THE WEST RIGHT OF WAY LINE OF US 31; THENCE SOUTH 30 DEGREES 57 MINUTES 34 SECONDS WEST ALONG SAID WEST RIGHT OF WAY LINE, 186.27 FEET TO; THENCE SOUTH 00 DEGREES 09 MINUTES 01 SECONDS WEST ALONG SAID WEST RIGHT OF WAY LINE, 540.00 FEET; THENCE SOUTH 26 DEGREES 42 MINUTES 55 SECONDS WEST ALONG SAID WEST RIGHT OF WAY LINE, 2.76 FEET TO THE NORTH LINE OF DEED BOOK 331, PAGE 109; THENCE SOUTH 89 DEGREES 31 MINUTES 16 SECONDS WEST ALONG SAID NORTH LINE, 699.64 FEET TO THE POINT OF BEGINNING, CONTAINING 18.28 ACRES, MORE OR LESS.

Exhibit B

The Rezoning Subject Parcel

PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 17 NORTH, RANGE 3 EAST, IN HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 31 MINUTES 17 SECONDS EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 968.10 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 45 SECONDS EAST, 736.17 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 17 SECONDS WEST, 153.54 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 33 SECONDS EAST ALONG THE EAST LINE OF INSTRUMENT NUMBER 2016014328 AS RECORDED IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, 825.09 FEET; THENCE SOUTH 87 DEGREES 08 MINUTES 13 SECONDS EAST ALONG SAID EAST LINE, 26.19 FEET TO THE POINT OF BEGINNING; THENCE NORTH 04 DEGREES 33 MINUTES 13 SECONDS EAST ALONG SAID EAST LINE, 32.37 FEET; THENCE 153.37 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 650.91 FEET, AND CHORD BEARING NORTH 02 DEGREES 11 MINUTES 47 SECONDS WEST, 153.01 FEET; THENCE NORTH 08 DEGREES 56 MINUTES 47 SECONDS WEST ALONG SAID EAST LINE, 27.93 FEET; THENCE 83.01 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1041.48 FEET, AND CHORD BEARING NORTH 04 DEGREES 30 MINUTES 12 SECONDS WEST, 165.49 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 13 SECONDS EAST ALONG SAID EAST LINE, 587.11 FEET; THENCE SOUTH 73 DEGREES 51 MINUTES 32 SECONDS EAST, 52.04 FEET; THENCE NORTH 89 DEGREES 18 MINUTES 43 SECONDS EAST, 125.00 FEET; THENCE SOUTH 58 DEGREES 17 MINUTES 46 SECONDS EAST, 93.86 FEET TO THE NORTHWESTERLY LINE LOT 36 AS RECORDED IN THE SUBDIVISION PLAT OF MERIDIAN SUBURBAN IN PLAT BOOK 2, PAGE 174; THENCE SOUTH 51 DEGREES 42 MINUTES 41 SECONDS WEST ALONG SAID NORTHWESTERLY LINE, 70.00 FEET TO THE WEST LINE OF SAID LOT 36; THENCE SOUTH 00 DEGREES 03 MINUTES 13 SECONDS WEST ALONG THE WEST LINE OF LOTS 36 AND 37, 200.00 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 37; THENCE SOUTH 32 DEGREES 31 MINUTES 40 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE, 102.38 FEET TO THE SOUTHERLY LINE OF LOT 38; THENCE SOUTH 70 DEGREES 36 MINUTES 57 SECONDS EAST ALONG SAID SOUTHERLY LINE, 204.89 FEET TO THE NORTHWESTERLY CORNER OF LOT 41; THENCE SOUTH 00 DEGREES 12 MINUTES 04 SECONDS WEST ALONG THE WEST LINE OF LOT 41 AND LOT 42, 160.00 FEET TO THE NORTHWEST CORNER OF LOT 43; THENCE SOUTH 25 DEGREES 07 MINUTES 04 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF LOT 43, 67.62 FEET TO THE NORTH CORNER OF LOT 45; THENCE SOUTH 69 DEGREES 10 MINUTES 04 SECONDS WEST ALONG THE NORTHERLY LINE OF LOT 45 AND LOT 46, 219.97 FEET TO THE NORTHWEST CORNER OF LOT 46; THENCE SOUTH 03 DEGREES 51 MINUTES 56 SECONDS EAST ALONG THE WEST LINE OF LOT 46 AND LOT 16, 216.28 FEET TO THE SOUTHWESTERLY LINE OF LOT 16; THENCE NORTH 87 DEGREES 08 MINUTES 13 SECONDS WEST, 207.93 FEET TO THE POINT OF BEGINNING, CONTAINING 6.16 ACRES, MORE OR LESS.

TAB 7

A Project for:

Franciscan Orthopedic Center of Excellence

OPTION 2B - NORTHWEST PROPERTY

Option 2B - Northwest Property

1" = 100'-0"

10-24-18
Project No. 7382

MSKTD
& Associates

TAB 8

A Project for:

Franciscan Orthopedic Center of Excellence

OPTION 2C - NORTHEAST PROPERTY

Option 2C - Northeast Property

10-24-18
Project No. 7382

MSKTD & Associates

ORDINANCE NO. D-2450-18

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA, AMENDING SECTIONS 8-47 AND 8-48 TO CHAPTER 8, ARTICLE 5 OF THE CARMEL CITY CODE

Synopsis: Regulating parking in certain "reserved" parking spaces located in City parking garages.

WHEREAS, the City of Carmel, Indiana ("City"), pursuant to Indiana Code § 36-8-2-4 and its general police powers, has the power and authority to regulate conduct that may endanger the public health, safety, or welfare;

WHEREAS, the City has significant government interest in protecting the health, safety, welfare of its motoring public, and in preserving public order; and

WHEREAS, the City has become aware of conduct that interferes with the enjoyment of private property interests in certain "reserved" parking spaces located in City parking garages.

NOW, THEREFORE, BE IT ORDAINED, by the Common Council of the City of Carmel, Indiana, as follows:

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

Section 2. The following subsections of Carmel City Code Sections 8-47 and 8-48 are hereby amended to read as follows:

§ 8-47 No Parking Areas.

(a) No person shall park a vehicle at any time in the following locations:

"(61) In any parking space in a City or Carmel Redevelopment Commission ("CRC") owned public parking garage within the City's corporate limits that has been designated by the City or CRC as reserved and where reserved signs or markings, approved by the Carmel Police Department and the CRC, have been posted and displayed, stating the days of the week and the corresponding hours that the parking space is reserved, and providing notice that any unauthorized vehicle parked therein during the time that the space is designated as reserved is subject to fines and towing. Nothing in this subsection shall prohibit any individual or entity with a property interest in a reserved parking space subject to this subsection from having an unauthorized vehicle towed therefrom or from otherwise protecting its property interests therein.

This Ordinance was jointly prepared by Benjamin J. Legge, Assistant City Attorney, on December 4, 2018, at 9:21 AM. No subsequent revision to this Ordinance has been reviewed or approved by Mr. Legge for legal sufficiency or otherwise.

(b) Notwithstanding the above, the provisions of subsection (a), excluding subsection (a)(61), shall not apply to any vehicle which properly displays a valid resident vehicle sticker issued pursuant to this subsection. Resident vehicle stickers shall, upon request, be issued hereunder by the Carmel Police Department for any vehicle registered to an owner who resides at an address which abuts any of the above streets and for any leased, rented or employer-owned vehicle or vehicles containing dealer plates which is being lawfully driven by a person who resides at such address. Temporary resident vehicle stickers shall be issued, upon request, to the guests of such residents. Resident vehicle stickers shall be issued at no cost and are not transferable. The provisions of subsection (a)(25) shall not apply to any vehicle driven by a City employee and so parked in the course of such person's employment by the City.

(c) Subsection (a)(61) shall not apply to any vehicle that properly displays a valid reserved parking permit issued for the applicable reserved parking space located in a City or CRC owned public parking garage. Reserved parking permits shall be issued by the Carmel Police Department, upon request, to any person or entity that has a recorded property interest in the reserved parking space to which the permit applies. Only one (1) reserved parking permit may be issued for each reserved parking space. Reserved parking permits shall be issued at no cost and shall be valid between January 1st and December 31st, inclusive, of the year for which they are issued.

~~(c)~~(d) Except for the parking locations covered under subsection (a)(61) hereof, ~~T~~the Carmel Street Department shall post appropriate "no parking" signs or markings at the above locations and indicate thereon that such locations are "tow away" zones."

§ 8-48 Limited Parking Areas.

"(q) The provisions of this Section shall not apply to those parking spaces that have been designated by the City or CRC as reserved under City Code Section 8-47(a)(61)."

[The remainder of this page is left intentionally blank]

This Ordinance was jointly prepared by Benjamin J. Legge, Assistant City Attorney, on December 4, 2018, at 9:21 AM. No subsequent revision to this Ordinance has been reviewed or approved by Mr. Legge for legal sufficiency or otherwise.

SO ORDAINED AND APPROVED by the Common Council of the City of Carmel, Indiana this _____ day of _____ 2018, by a vote of _____ ayes and _____ nays.

COMMON COUNCIL FOR THE CITY OF CARMEL

_____
Kevin D. Rider, President

_____
Sue Finkam

_____
Jeff Worrell, Vice-President

_____
Anthony Green

_____
Laura D. Campbell

_____
H. Bruce Kimball

_____
Ronald E. Carter

ATTEST:

_____
Christine S. Pauley, Clerk-Treasurer

Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of _____ 2018, at _____ __.M.

_____
Christine S. Pauley, Clerk-Treasurer

Approved by me, Mayor of the City of Carmel, Indiana, this _____ day of _____ 2018, at _____ __.M.

_____
James Brainard, Mayor

ATTEST:

_____
Christine S. Pauley, Clerk-Treasurer

This Ordinance was jointly prepared by Benjamin J. Legge, Assistant City Attorney, on December 4, 2018, at 9:21 AM. No subsequent revision to this Ordinance has been reviewed or approved by Mr. Legge for legal sufficiency or otherwise.

Sponsors: Councilors Rider, Campbell,
Finkam, Green and Kimball

RESOLUTION CC 12-17-18-04

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA, AMENDING THE CONTRACT WITH THE CARMEL PROFESSIONAL FIREFIGHTERS ASSOCIATION

Synopsis: Approves the contract between the City of Carmel and the Carmel Professional Firefighters Association that will be effective from January 1, 2019 through December 31, 2020.

WHEREAS, pursuant to Indiana law, the City of Carmel, Indiana ("City") has established a contractual relationship with Carmel Professional Firefighters Association ("Association"), pertaining to issues involving the hours, working conditions and certain other benefits of members of the Carmel Fire Department; and

WHEREAS, the City and the Association now wish to revise their contractual relationship; and

WHEREAS, the agreement attached hereto and incorporated herein by this reference as Exhibit A, (the "Agreement") sets forth the new contractual relationship between the City and the Association; and

WHEREAS, upon the proper execution of the Agreement by the Carmel Board of Public Works and Safety, the Common Council desires to accept and adopt the Agreement as an enforceable contract and obligation of the City.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Carmel, Indiana, that:

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

Section 2. The Common Council hereby encourages the Board of Public Works and Safety to approve and execute the Agreement at its earliest convenience.

Section 3. As of the date on which the Agreement is properly executed by the Board of Public Works and Safety in its present form, the Common Council hereby accepts and adopts the Agreement as an enforceable contractual obligation of the City.

This Resolution was prepared by Jon Oberlander, Assistant Corporation Counsel, on December 7, 2018 at 10:45 a.m. No subsequent revision to this Resolution has been reviewed by Mr. Oberlander for legal sufficiency or otherwise.

SO RESOLVED, by the Common Council of the City of Carmel, Indiana, this ____ day of _____, 2018, by a vote of _____ ayes and _____ nays.

COMMON COUNCIL FOR THE CITY OF CARMEL

_____ _____
Kevin D. Rider, President Sue Finkam

_____ _____
Jeff Worrell, Vice-President Anthony Green

_____ _____
Laura D. Campbell H. Bruce Kimball

_____
Ronald E. Carter

ATTEST:

_____
Christine S. Pauley, Clerk-Treasurer

Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of _____ 2018, at _____ __.M.

_____
Christine S. Pauley, Clerk-Treasurer

Approved by me, Mayor of the City of Carmel, Indiana, this _____ day of _____ 2018, at _____ __.M.

_____
James Brainard, Mayor

ATTEST:

_____
Christine S. Pauley, Clerk-Treasurer

AGREEMENT

Between

CITY OF CARMEL

And

CARMEL PROFESSIONAL FIRE FIGHTERS
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 4444

EFFECTIVE

January 1, 2019 – December 31, 2020

Exhibit A

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Agreement

This agreement ("Agreement") is entered into by and between the City of Carmel, Indiana ("City"), represented by the Mayor of the City ("Mayor"), the City's Board of Public Works and Safety ("Board") and the City's Common Council ("Common Council"), and the Carmel Professional Firefighters – International Association of Fire Fighters, Local 4444 ("Union"), represented by its Carmel President and Secretary / Treasurer. This Agreement is not and shall not be construed as a collective bargaining agreement for the purposes of federal or state labor laws or otherwise.

Article I – Period of Agreement

Section 1 – Duratiou

Upon its proper execution by all parties hereto, this Agreement shall be effective as of 12:01 a.m. on January 1, 2018, and shall be in effect until 11:59 p.m. on December 31, 2019. This Agreement shall remain in full force and effect, unless either party desiring to amend this agreement shall notify the other in writing. Notice of a request for amendment shall specify the content of any and all proposed amendments. The parties agree to begin good faith negotiations on a future Agreement no later than July of 2020. If a new Agreement is not executed before the end of this Agreement, then this Agreement shall remain in effect until a new Agreement is executed by the parties hereto.

Sectiou 2 – Severability

In the event that any provisions of this agreement are found to be inconsistent with existing State / Federal statutes or laws, the provisions of such statutes or laws shall prevail; and if any provision herein is found to be invalid and unenforceable by a court or other authority having jurisdiction, then such provision shall be considered void, but all other valid provisions shall remain in full force and effect. The parties hereto agree to notify the other of any ruling in that regard.

Section 3 – Minimums Only

The terms of this Agreement are intended to cover only minimums in hours, working conditions and other employee benefits. The City may implement or retain in effect superior wages, hours, working conditions and other employee benefits.

Section 4 – Uniformity

Although the parties recognize that it is extremely difficult to compare different pay and work structures so as to exact mathematical equivalencies, the City agrees that, as much as is reasonably possible, Carmel Fire Fighters shall receive the equivalence in benefits and pay raises received by all City public safety employees for pay compensation and fringe benefits.

Article II – Recognition

The City recognizes the Union as the exclusive recognized representative agent for members of the Carmel Fire Department ("Department") with the rank of Battalion Chief or below, so long as the Union maintains the support of the majority of those firefighters. Members of the Department holding the rank of Battalion Chief or below shall hereinafter individually referred to as an "Employee" and collectively referred to as "Employees" and the group of Employees represented by the Union as their exclusive representative shall hereinafter collectively referred to as the "Representation Unit". If the City questions whether the union has the support of the majority of the employees in the Representative Unit, it may review the Clerk-Treasurer's records and/or certified records provided by the Union to determine if the Union maintains the support of the majority of the employees in the department. If the Union does not maintain the support of the majority of the employees in the department, the City shall not recognize the Union as the exclusive representative of the employees at the end of the calendar year in which such majority support is lost.

Article III – Union and City Rights and Obligations

Section 1 – Union Rights

a. Payroll Deduction. Upon receipt of voluntary, written, current, signed authorization in such form as complies with the laws of the State of Indiana, from member of Local 4444 covered by this Agreement, the City shall deduct each pay check from the earnings of such employees, an amount representing their Union dues as indicated in the current authorization form. The City shall remit such monies, together with the appropriate records, to the Association or its designated official. The City shall not be liable to the Union for any failure to make such deductions. In the event of an overcharge already remitted to the Union, it shall be the sole responsibility of the Union to adjust the matter with the employee. The Union will indemnify the City and hold it harmless from any or all claims or liabilities which arise under this paragraph.

b. Union use of City Property. The City will allow Union meetings to be held in City buildings at times agreed to by the Chief of the Department. The Union will be responsible for the care and security of the building during such meetings. The City will allow the Union to utilize electronic bulletin boards, e-mail systems, Internet access and paging systems.

c. Non-Discrimination. Neither the City nor the Union shall make any regulation affecting the right of any employee or employees to join, or refrain from joining, the Association or other lawful employee organization; provided that the City shall retain the full right to control employees' actions, property and equipment during working hours and to control the use of the City's premises.

d. Voting. Union and members of Local 4444 shall be allowed use of the stations to hold elections for the Union and its' representatives.

e. Union Time. Employees elected to represent the Union shall be granted time, not to exceed a combined total of two thousand (2,000) hours total annually (to be divided as needed) to perform, without loss of pay, Union functions such as, but not limited to, attendance at meetings, conventions, seminars and conferences.

f. Member Representation. When a member of Local 4444 (member) is interviewed, formally or informally, regarding a matter that might lead to disciplinary action, if that member requests a Union representative, all questioning will cease for a reasonable period of time (not to exceed 24 hours) until a Union representative (selected by the Union) can be present.

Section 2 – City Rights

The Union agrees that it is the exclusive right of the City to: maintain order, discipline and efficiency in the operations of the Department; hire, direct, transfer, promote, discharge or otherwise discipline Employees in accord with law; operate and manage the work of the Department, and; allocate personnel through the bid system, apparatus, fire stations and other resources in a manner the Chief of the Department believes is reasonable and in the best interest of public safety of personnel.

Section 3 – Strikes and Lockouts

As the service performed by the Employees covered by this Agreement are essential to the administration of the Department and to the welfare of the public dependent thereon, neither the Carmel Professional Fire Fighters Union nor any member of the Representative Unit covered by the Agreement shall initiate, authorize, sanction, encourage, support or engage in any strike, slow-down, concerted job action, work stoppage, "sick-out", or cease the continuous performance of their duties. The city agrees that no lock out shall take place during the term of this Agreement.

The Union acknowledges that any conduct that violates this Section threatens irreparable harm to the public. The Union shall not be held liable under this Agreement for the unauthorized activity of the Employees in violation of this Section, and agree to immediately make a vigorous, bona fide and continued effort to end all such activities in the event of a documented violation of this Section, including written notification to each offending Employee that his/her activity is unprotected and is not authorized, supported or ratified by the Union.

Section 4 – Dispute Resolution

The Union and the City agree to work together in good faith to resolve labor / management issues. The Union agrees to encourage its members to follow all Department rules, policies and procedures and to strive to improve their skills to ever higher levels, and the city agree to enforce its rules in a fair and impartial manner. Bothe Union and the City agree to attempt to resolve issues subject to this Agreement informally or through Alternative Dispute Resolution (ADR) before commencing or sponsoring legal action against the other.

Article IV – Miscellaneous

Section 1 – Safety

a. The Department shall maintain and keep in effect through the term of this Agreement, a Safety Committee for reviewing departmental accidents, injuries, job-related safety complaints, protective gear and equipment issues, or any other safety related areas. The Safety Committee shall make recommendations to the Chief concerning safety issues. The Safety Committee shall be compromised of up to eleven (11) merit members representing the following division areas:

The ex officio members comprised of three (3) Officers who occupy the position of the A, B and C Shift Battalion Executive Officer; three (3) merit officers that occupy the position of the A, B and C Shift Safety Training Officer (STO); and the one (1) staff officer who holds the position of Department Safety Officer.

<u>The Union Will Select:</u>

(1) Firefighter
(1) Engineer

<u>The Department will select:</u>

(1) Captain or Lieutenant
(1) Chief Officer

The Administration or Committee can call on additional personnel (i.e. Civilian Staff, Maintenance etc.) if it feels that someone's expertise can benefit the committee. Request for meetings involving the Safety Committee may be initiated by the Chief of the Department or the Safety Committee Chairperson, who shall be appointed by the Chief of the Department. The Chairperson shall prepare an agenda of items to be discussed and established and communicate a date and place for such meeting.

b. The Department and its Employees covered herein shall comply with applicable Federal, State and Local laws and Department policies concerning safety and health. The Department shall make reasonable provisions for the safety and health of its Employees during the hours of employment in compliance with applicable laws. In this regard, the Carmel Professional Firefighters Local 4444 and Employees realize that they have joint responsibility to cooperate in maintaining safe practices in the Department. In addition, it is the responsibility of each Member of the Department to operate vehicles, machinery and equipment in a safe manner.

c. The Department may summarily discipline, or prohibit an Employee from operating in an unsafe manner. However, no reduction in rank, grade or pay will be made without following the appropriate disciplinary policies of the Department and Indiana Law.

d. All accidents, regardless of the severity, must be reported to the Member's supervisor immediately for review in accordance with Department Policies.

Section 2 – Minimum Staffing

The City will "call back" Employees or mark apparatus out of service if staffing falls below four (4) Employees on a fire engine, or five (5) Employees on a ladder truck and two (2) Employees on an ambulance. This minimum staffing requirement may be suspended in the event of an emergency as determined in the sole discretions of the Chief, after consultation with the Union President or the highest ranking available Union Officer. Furthermore, the current "8-hour rule" remains in effect allowing staffing to fall below four (4) Employees on a fire engine and five (5) Employees on a ladder truck and two (2) Employees on an ambulance, so long as that vacancy is not for eight (8) or more hours.

Section 3 – Overtime

A "call back" shall be voluntary unless an emergency is declared by the Chief or the Mayor and may include alteration of the normal work schedule. "Call back" time shall be paid at a rate of time and one-half of the Employee's regular hourly rate.

Section 4 – Call-back Definition

As used in this Article, "call-back" means requesting or requiring an employee to work hours in addition to the Employees scheduled hours, and "off-duty" means the time other than an Employee's regularly scheduled working hours or vacation.

Section 5 – Fitness Facility

The Department shall provide facilities and equipment to allow employees to maintain physical fitness at each station. Decisions related to the location of the fitness facilities, the type of and replacement of fitness equipment are within the sole discretion of the Department.

Section 6 – Bid System

Carmel Fire Department Rules and Regulations 7.28 will govern the CFD bid process, which will remain in effect throughout the term of this Agreement.

Section 7 –Work Performance Evaluation

The Carmel Fire Department Work Performance Evaluation (WPE) will measure an individual's ability to physically perform the essential functions required to execute the duties of a firefighter. The Carmel Fire Department has established a minimum level of acceptable performance that protects the safety of the firefighter and provides a measure of an individual's physical ability to perform the essential, job specific, functions required to effectively execute the duties of a firefighter. Work Performance Evaluation (WPE) shall be department policy as determined by the labor management process.

Section 8 – Promotions

The Officer_Structure of the CFD will consist of thirteen (13) Captains and fourteen (14) Lieutenants. In addition to these positions, each shift will have three (3) float Lieutenants. The total number of merit officers will be thirty-six (36); or, one (1) Captain and two (2) Lieutenants per apparatus. The Battalion Chief and Executive Officer position will be staffed by merit Lieutenants and/or Captains.

When the number of Operations Section officers on shift fall below thirty-six (36), promotions shall take place within 45 days of initial vacancy. If more than 45 days is needed to promote, as determined by the Fire Chief, consultation with L4444 President and Fire Chief will take place at a minimum of 10 days prior to the expiration of the 45 days, through the labor management process. Both parties must reach a mutually agreeable timeline.

Article V – Terms and Conditions of Agreement

Section 1 – Funding

The parties agree that, if the Common Council fails or refuses to fully fund this Agreement under circumstances wherein full funding would not adversely affect a vital governmental function of the City, all financial provisions of this Agreement shall become null and void to the extent they are not funded, and that they will return to the negotiations process to negotiate Agreement terms that are consistent with the level of funding approved by the Common Council.

Article VI – Compensation

Section 1 – Cost of Living Adjustments

For salary increase for 2019 and 2020, Employees covered by this agreement shall receive an increase to their base salary of three percent (3%). The parties hereto agree that should the Consumer Price Index for all Midwestern Wage Earners ("CPI-W") independent of seasonal adjustment, as reported by the Bureau of Labor Statistics of the United States Department of Labor for the previous calendar year fluctuate plus or minus 2% from the three percent (3%) C.O.L.A. provided for by this Article, they shall return to the negotiation process to consider a more appropriate C.O.L.A.

The City agrees to promptly consult with the Union, upon request, regarding changes made to an Employee's working conditions and/or standards. However, subject to Article VI of this Agreement, the salary, bonus, vacation and sick leave benefits in effect for Employees on January 1, 2019 shall not be reduced without the mutual consent of the City and the Union.

Section 2 – Specialty Pay / Ride-Out pay

Each Fire Department Employee shall be entitled to receive only one (1) type of specialty pay at any given time. The Employee shall receive the highest specialty pay for which he/she is eligible. All specialty pay shall cease when and Employee no longer performs the duties associated with the pay or no longer meets the qualifications for such pay, whether the change results from the decision / action of the City or the Employee.

Annual Specialty Pay for Employees covered under this Agreement shall be as follows:

Specialty Pay:

Paramedic	10% of First Class Firefighter Salary
Mechanic	$2000.00
Shift Investigator	$2000.00
Hazardous Materials	$2000.00
Foreign Language	$2000.00
Public Information Officer (PIO)	$3500.00
Special Duty Pay	$2000.00
Station Captain	$1500.00
Master Engineer	$2500.00

- An Employee who demonstrates a specified level of fluency in an approved foreign language shall receive the Foreign Language Specialty Pay in addition to all other forms of compensation. All such pay must be approved by the Chief and the Director of Human Resources. To continue receiving this compensation, the Employee is required to maintain fluency, and may be periodically re-tested.
- Public Information Officer (PIO) is appointed by the Fire Chief and is subject to change at his/her discretion.
- Special duty pay is for employees who take on long term responsibilities / projects / assignments designated by the Fire Chief. Hazardous Material Technicians will be paid specialty pay regardless of station assignment.
- Station Captain is one (1) Captain per station, total of six (6) positions. Station Captain shall be selected by the Fire Chief.

The following specialty pays shall be paid in addition to only one other form of annual specialty compensation listed in Article VI Section 2 Specialty / Ride-out pay:

- Public Information Officer (PIO)
- Special Duty Pay
- Station Captain
- Master Engineer

Ride – Out Pay:

a. An employee shall be entitled an additional $2.00 per hour for each hour he or she is assigned to an ambulance, in addition to all other forms of compensation.
b. A Officer who fills in for Battalion Chief shall receive $3.00 per hour ride-out pay, and a
c. Firefighter who fills in for an Engineer, Lieutenant or Captain shall receive $2.00 per hour ride-out pay, in addition to all other forms of compensation.
d. Officers filling in for other officers (except filling in for Battalion Chief) are not eligible for ride-out pay.

Section 3 – Longevity Pay

Sworn firefighters shall receive longevity pay at the rate of Two Hundred Twenty Dollars ($220.00) per year of service for years 1-10 and Two Hundred Eighty Dollars ($280.00) per year of service for years 11-25. Longevity shall be capped at twenty-five (25) years of service or ($6,400.00) in addition to all other forms of compensation.

Section 4 – Pension Contribution

The City shall maintain membership in the 1977 Fund and shall require members of the Department to meet the eligibility requirements for the Fund. The City shall pay twenty-one percent (21%) of the established Master Firefighter salary for each Member of the Department participating in the 1977 Fund. In the event that state actuary reports lower the twenty-one percent (21%) obligation levied upon the City in any fiscal year, that amount shall be reflected as a credit toward the six percent (6.0%) obligation levied upon the Members of the Department.

Section 5 – Holiday Pay

Each Employee who is required to report to work on a declared holiday, whether on a scheduled or an unscheduled basis, shall receive Fifteen Dollars ($15.00) per hour premium pay for each hour actually worked on the holiday. Such premium pay shall be calculated to the nearest quarter hour.

Section 6 – Master Firefighter Pay

A firefighter will not become First Class / Master Firefighter until he/she has served 10 years. The First Class / Master Firefighter salary, as designated in the annual salary ordinance, will be certified to the state for pension reporting purposes. A First Class / Master Firefighter is eligible to receive specialty pay and other hourly pay differentials.

Section 7 – Vacation Buy-back

Employees may submit up to one third (1/3) of their unused annually accrued vacation time. The City may buy back such vacation time and, if it does so, shall buy back each hour of vacation time at the Employee's hourly rate. Employees must submit their hours (in no less than twenty-four (24) hours increments for Sworn Shift personnel and in no less than 7.5 hour increments – Sworn Staff personnel) to the Department on the first Monday of the last pay period. Payment for any submitted vacation time (if approved) shall be rendered by the City before the last day in February of the following year.

Sworn Shift Personnel:

1 – 5 years	Maximum of 2 full shifts eligible for submission (48.0 hours)
6 – 12 years	Maximum of 3 full shifts eligible for submission (72.0 hours)
13 or more years	Maximum of 4 full shifts eligible for submission (96.0 hours)

Sworn Staff Personnel:

1 – 5 years	Maximum of 3 full shifts eligible for submission (22.5 hours)
6 – 12 years	Maximum of 5 full shifts eligible for submission (37.5 hours)
13 or more years	Maximum of 6 full shifts eligible for submission (45.0 hours)

Any Employee who has been suspended from the Department for disciplinary purposes or any Employee having used five (5) or more sick days in a calendar year will be disqualified from this benefit, as permitted by law.

Section 8 – Sick Leave Incentive

Employees may be eligible for sick leave incentive pay, which is based on the amount of sick leave used in a calendar year as follows:

None	24 hours
Equivalent of one (1) shift (or any portion thereof)	20 hours
Equivalent of two (2) shifts (or one shift plus any portion of a second)	12 hours
Equivalent of three (3) shifts (or two shifts plus any portion of a third)	8 hours
Equivalent of four (4) shifts (or three shifts plus any portion of a fourth)	4 hours

The hourly rate of pay for each eligible Employee, for the purposes of this pay incentive only, shall be calculated as follows: [bi-weekly base pay plus (+) longevity]/80 hours. All sick leave used by an Employee in the course of the calendar year, except leave for injuries incurred on duty or in the line of duty, or as otherwise required by applicable law, shall be counted toward the incentive pay calculation for that year, regardless of the reason for the leave or the status of the leave.

Sick leave incentive pay may be paid out each year in February, for the prior calendar year, at the eligible Employee's current rate of pay. An Employee must be employed by the Department for an entire calendar year, and must be employed by the City at the time of the payout, in order to be eligible for incentive pay for that calendar year.

Section 9 – Grade and Step

<u>Definitions:</u>

GRADE—pay category to which a City position is assigned; each position is placed within a hierarchy of Grades (see attached matrix), based on the knowledge, skills, abilities and responsibility required by the position.

STEP—established point between the Range Minimum and Range Maximum of a Grade; each Grade has six (6) equidistant Steps, which are adjusted annually.

MARKET—municipalities and other employer organizations selected by the City as the basis for salary comparisons.

RANGE MINIMUM—lowest pay rate (Step 1) for a City position in a particular Grade; generally, the rate at which a new City employee will be paid.

RANGE MAXIMUM—highest pay rate for a City position in a particular Grade; generally, the rate at which an employees with five (5) or more years of experience in a particular job will be paid.

STEP INCREASE—annual pay adjustment based on an additional year of service and the increased knowledge, skill and ability that the year of service represents; employees in Steps one (1) through five (5) will generally move to the next higher Step on January 1 of each year.

PROMOTION—change of positions that results in a higher Grade.

RE-EVALUATION—review of a position's assigned Grade brought about by an increase (or decrease) in knowledge, skill, ability and responsibility requirements; a Re-evaluation, which is performed by the City's independent consultant, may result in a higher Grade, a lower Grade or no change in Grade.

1. New employees will be hired at Step 1 for the assigned Grade. All requests for exceptions must be put in writing by the department head and approved by the Director of Human Resources.

2. Step Increases will be given in January only; increases are to be given the rest of the year only as the result of a Promotion or a job Re-evaluation by the City's independent consultant. All such increases must place the employee at a specific Step in the appropriate Grade.

3. An employee will not receive a Step Increase in January unless he or she was hired prior to October 1 of the previous year. Employees hired between October 1 and December 31 will receive a Cost of Living Increase but no Step Increase.

4. Step Increases will be granted automatically to employees at Step 5 or below. Step Increases may be contingent upon meeting certain pre-established criteria, such as education and certification requirements. Employees subject to such requirements shall be made aware by their existence immediately upon inception of the requirements, or acceptance of a job that carries such requirements.

5. Every employee will move up one Step each year without skipping intermediate Steps. *EXCEPTION: Public safety employees (Police, Fire and Communications) hired prior to 1999 with the expectation of programmed raises based on longevity shall continue to receive those raises, regardless of the time of year they occur or how many Steps the pay increase encompasses).* Public Safety employees hired on or after January 1, 1999 will receive annual raises in January based on consecutive Steps

6. No employee's salary will be allowed to exceed the Range Maximum (Step 6) for his or her Grade, unless his or her salary was already above Step 6 on January 1, 1999. *EXCEPTION. In the interest of maintaining equality within the ranks of the Police Department and the Fire Department, exceptions will be made for Master Firefighters, Fire Lieutenant and Captains. Individuals entering those positions by reason of longevity or Promotion shall receive the same base salary as others already in those positions, even though the base salary exceeds the Range Maximum.* Other exceptions may be made under very rare circumstances, with the written request and explanation of the department head and the approval 'of the Director of Human Resources.

7. An employee whose pay is adjusted due to a Promotion will be placed in a Step that will ensure an appropriate pay increase, such Step to be recommended by the department head and approved by the Director of Human Resources.

Pay Grades:

Battalion Chief	Grade 18
Division Chief	Grade 18
Captain	Grade 15
Lieutenant	Grade 14
Engineer	Grade 12
Firefighter	Grade
11	

Article VII – Fringe Benefits

Section 1 – Retiree Health Insurance

a. The City shall contribute fifty percent (50%) of the monthly employee-spouse premium for retirees who have twenty (20) years of active service with the City, plus an additional one percent (1%) for each additional six (6) months of service, up to a maximum of seventy-five percent (75%) of the employee-spouse (or 75% of the employee-only premium if the employee is unmarried or the spouse is not covered by the City plan), provided that the City's insurance premium contribution shall not exceed Nine Hundred Dollars ($900.00) per month or ($10,800.00) Ten Thousand Eight Hundred Dollars per year.
b. Coverage for other eligible dependents may be continued at the retiree's expense.
c. The City's insurance premium contribution cap shall be evaluated each year to keep pace with current health insurance costs.
d. For an Employee who dies in the line of duty, the City shall contribute 100% of the monthly spouse and dependent (if applicable) medical and dental premiums.
e. For an Employee who is disabled, the City shall contribute to a disabled employee's insurance premium according to the formula found in City Code Section 2-42.
f. Retiree Health Insurance will only be available to employees hired prior to October 3, 2016.

Section 2 – Annual Physical

The City shall continue its practice of providing annual physicals to each Employee at no cost to the Employee made available through a mutually agreeable facility. No changes to the make-up of this physical shall be made without 30 days prior notice to the Union. In the event that changes to specific test and / or components of the medical evaluation are needed, the City will meet with the Union to discuss and receive input on the proposed changes.

Section 3 – Uniforms / Safety Gear

The Department shall issue all uniforms and safety gear through the Department Quartermaster system.

Section 4 – Catastrophic Medical Leave Bank

All firefighters unused sick days shall be credited to the Catastrophic Medical Leave Bank. A firefighter who is unable to perform his/her own duties or to perform light duty assignments for an extended period of time due to illness or injury is eligible for PERF disability benefits, which are less than the firefighters active duty pay. Under 35 IAC 2-5-1, the City is not allowed to supplement PERF disability payments. In order to avoid penalizing a firefighter financially during the period of

recuperation, the Catastrophic Medical Leave Bank shall allow eligible firefighters to receive up to one hundred twenty (120) calendar days of full pay after sick leave and vacation benefits are exhausted and before PERF disability benefits commence (two hundred forty (240) calendar days for injuries or illnesses incurred in the line of duty), as permitted by law.

Section 5 – Tuition Reimbursement

The City sponsors a tuition reimbursement program subject to Carmel City Code 2-58, as amended, for full-time employees who are employed by the City both on the year prior to the beginning of the course for which tuition reimbursement is requested and at the time the final request for reimbursement is made. To be eligible for tuition reimbursement the employee cannot have been subject to disciplinary probation, demotion, or suspension within the 90 calendar day immediately prior to the beginning date of the course for which tuition reimbursement is requested. Refer to Carmel Fire Department Rules and Regulations 4.16 TUITION REIMBURSEMENTS.

Section 6 – Dependent Care

The City agrees to allow employees to utilize up to 2 days (48 hours) of their sick time annually for the unexpected care and treatment of a dependent. The employee may utilize this time in increments of four (4), six (6), or seven and a half (7.5) hours. The City agrees to treat this benefit in the same manner as an employee sick day. This does not increase the amount of sick time afforded to an employee.

Section 7 – Retiree Health Insurance Re-Enrollment

Effective January 1, 2019, the City of Carmel will allow retired firefighters with at least 20 years of full-time service to the City to drop the City's health plan when they retire, or any time they become eligible for other coverage, then rejoin the City's health plan at a later date. Retired firefighters who are not enrolled in the plan when they retire are also eligible for this program. All retiree re-enrollments are subject to the following requirements:

a. Eligible retirees and their dependents must maintain continuous coverage through another employer-sponsored health insurance program or an individual ACA-compliant plan offered by a carrier licensed by the State of Indiana or, if the retiree has moved out of Indiana, the retiree's state of residence.

b. Proof of continuous coverage must be submitted at the time of re-enrollment, to the City of Carmel's Department of Human Resources.

c. Eligible retired firefighters can rejoin the plan under the following circumstances:

1. Any year during the open enrollment period.
2. Following a change in family status, provided application is made within 30 days of the change. Such changes must be verified with appropriate documents.
3. Eligibility for the City's plan ends when the retiree or covered dependent qualifies for Medicare.
4. Eligible retired firefighters who fail to follow the foregoing rules shall forfeit their eligibility for re-enrollment.

Section 8 – Other Benefits

Additionally, the City agrees not to diminish any additional employee benefits included within the City of Carmel Employee Handbook not already discussed herein as of the date of this Agreement.

This obligation shall continue through the termination of this Agreement and the said handbook hereby is included and made a part hereof by reference.

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

CITY OF CARMEL, INDIANA
Board of Public Works and Safety

BY:

_____
James Brainard, Presiding Officer
Date: _____

_____
Mary Ann Burke, Member
Date: _____

_____
Lori S. Watson, Member
Date: _____

ATTEST:

_____
Christine S. Pauley, Clerk-Treasurer
Date: _____

CARMEL PROFESSIONAL
FIREFIGHTERS ASSOCIATION

BY:

_____
Sean Sutton, President
Date: _____

_____
JC Mitchell, Secretary-Treasurer
Date: _____

ORDINANCE D-2451-18

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA AMENDING CHAPTER 2, ARTICLE 1, DIVISION III, SECTION 2-13 OF THE CARMEL CITY CODE

Synopsis: Amends the City's Capital Asset policy to reflect updated accounting and financial reporting standards.

WHEREAS, the Common Council (the "Council") of the City of Carmel, Indiana (the "City") previously adopted Ordinance D-1680-04 which established a Capital Asset Policy which was codified as Chapter 2, Article 3, Division IV of the City of Carmel, Indiana Code of Ordinances; and

WHEREAS, in order to reflect updated accounting and financial reporting standards, including Generally Accepted Accounting Principles ("GAAP"); Governmental Accounting Standards Board ("GASB"); Governmental Accounting, Auditing and Financial Reporting ("GAAFR"); Code of Federal Regulations ("CFR") and Indiana State Board of Accounts Manuals, it is necessary to amend the City's Capital Asset Policy; and

WHEREAS, it is in the public interest to amend the Capital Asset Policy of the City.

NOW THEREFORE, BE IT ORDAINED by the Common Council of the City of Carmel, Indiana, as follows:

Section 1: The above recitals are incorporated herein by reference.

Section 2: Chapter 2, Article 1, Division III, Section 2-13 of the Carmel City Code should be and the same is hereby amended as follows:

"Section 2-13: Capital Asset Policy

(a) Definition of Ceapital Aassets.

(1.) Capital Aassets **are assets that are used in operations and have an initial useful life in excess of one year. The term** includes **both tangible assets** (land, **construction in progress,** ~~**land improvements, including monuments,**~~ buildings, building improvements, **vehicles** ~~**construction in progress**~~, machinery**,** ~~**and**~~ equipment, **works of art, historical treasures, infrastructure) and intangible assets (easements, software, water rights). Assets acquired for the purpose of sale or investment do not qualify as capital assets, regardless of their form, because they are not used in operations.** ~~**vehicles and infrastructure. All land will be capitalized but not depreciated. All items with a useful life of more than one year, and having a unit cost of $5,000 or more shall be capitalized (including acquisitions by lease-**~~

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~~purchase agreements and donated items). A capital asset meeting the criteria will be reported and depreciated in the government-wide financial statements~~.

The City has a minimum capitalization threshold of $5,000. The capitalization threshold is applied to individual items in a group of items, rather than to the group as a whole, unless the effect of doing so would be to eliminate a significant portion of total capital assets. Assets that are not capitalized (items less than $5,000 and greater than $1,000) are expensed in the year of acquisition. An inventory is kept of all assets greater than $1,000.

~~(2) Assets that are not capitalized (items < $5,000 and greater than $1000) are expensed in the year of acquisition. An inventory will be kept on all equipment with a capitalized cost of <$5,000 and greater than $1000.~~

~~(3) Exceptions are:~~

~~a) Items costing less than the above limits which are permanently installed as a part of the cost of original construction or installation of a larger building or equipment unit will be included in the cost of the larger unit;~~

~~b) Modular equipment added subsequent to original equipment construction of a larger building or equipment unit which may be put together to form larger units costing more than the prescribed limits will be charged to capital assets even though the cost of individual items is less than such units;~~

~~c) Cabinets, shelving, bookcases, and similar items, added subsequent to original construction, which are custom made for a specific place and adaptable elsewhere, will be capitalized.~~

~~d) NOTE: Purchases made using grant funds must comply with grant requirements or the above procedures, whichever are the most restrictive.~~

~~(d)~~ **(b) Major Capital Asset Classes and Definitions**~~Asset definitions by major category~~.

~~It is important to the maintenance of~~ **In order to ensure that governmental entities have an** accurate**, complete, and current** record**s of capital** ~~that each~~ asset**s, it is important that asset** category**ies are appropriately determined.** ~~is precisely defined and that all persons responsible for record maintenance are fully aware of the categorization system.~~ This section further clarifies the asset definition by major category.

~~(1)~~ **1.** Land. Land is defined as specified land, lots, parcels or acreage including rights of way~~,~~ owned by the City of Carmel, its various departments, boards or commissions, regardless of the method or date of acquisition. Easements **are** ~~will~~ not ~~be~~ included, as the City does not own them, but as an interest in land owned by another (i.e. property

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owner) that entitles its holder to a specified limited use. The City Utility, however, **does** ~~will~~ capitalize easements.

~~(2)~~ **2. Buildings. Buildings are defined as permanent (non-moveable) structures. Any structures designed and erected to house equipment services or functions are included. This includes systems, services, and fixtures within the buildings, as well as attachments such as porches, stairs, fire escapes, canopies, areaways, lighting fixtures, flagpoles, sound equipment, security cameras, lifts and riggings, curtains and staging and all other such units that serve the building.**

Plumbing systems, lighting systems, sound systems, surveillance systems, passenger and freight elevators, escalators, built-in casework, walk-in coolers and freezers, fixed shelving and other fixed equipment are included as part of the building if it is owned. Communications antennas and/or towers are not included because they are treated as part of the equipment unit.

~~(2)~~ **3.** Improvements **O**~~o~~ther **T**~~t~~han B~~b~~uildings. **Improvements other than buildings have a limited useful life.** Examples of the Civil City assets **in this category** are parking areas, ~~and~~ drives, fencing, pools, fountains, underground sprinkler systems, decorative street lighting and other similar items. ~~a)~~ Examples of the City Utilities assets ~~in this category~~ are water supply mains, collection sewers, wells, fences, intake pipes, manholes, and fire hydrants.

~~(3) Buildings.~~

~~a) All structures designed and erected to house equipment services, or functions are included. This includes systems, services, and fixtures within the buildings, and attachments such as porches, stairs, fire escapes, canopies, areaways, lighting fixtures, flagpoles, sound equipment, security cameras, lifts and riggings, curtains and staging and all other such units that serve the building.~~

~~b) Plumbing systems, lighting systems, heating, cooling, ventilating and air handling systems, alarm systems, sound systems, surveillance systems, passenger and freight elevators, escalators, built-in casework, walk-in coolers and freezers, fixed shelving, and other fixed equipment are included as~~
~~part of the building if it is owned. Communication antennas and/or towers are not included because they are treated as part of the equipment unit.~~

~~(4.)~~ **Furnishings and** Equipment.

The furnishings and equipment asset class is used to account for moveable items. Included within this category ~~Equipment includes all other types of physical property within the scope of the Fixed Asset Management System not previously classified. Included within this category~~ are office equipment, office furniture, appliances, furnishings, machinery items, maintenance equipment, communication equipment, police, fire, laboratory equipment, vehicles,

road equipment, aircraft, emergency equipment, earth moving equipment, text equipment, civil defense equipment, law enforcement equipment, and data processing equipment. ~~All~~ **S**supplies are excluded.

~~(5.)~~ Infrastructure. ~~a)~~ Infrastructure assets are long-lived capital assets that normally **are stationary in nature and** can be preserved for a significantly greater number of years than most capital assets and that are normally stationary in nature. Examples include roads, streetlights, traffic signals, drainage systems, and water lines. Infrastructure assets do not include buildings, drives, parking lots or any other examples given above that are incidental to property or access to the property **described** above.

~~**b) Preservation costs that extend the useful life of an asset beyond its previously established life are capitalized. Maintenance/repair costs allow an asset to continue to be used during its originally established useful life and are expensed in the period incurred. Examples include patching, resurfacing, snow removal, etc. Also, routine departmental operating activities such as feasibility studies and preliminary engineering/design studies will be expensed as an element of the infrastructure asset. Alleys will not be included as part of the infrastructure, however.**~~

~~**d) The retroactive reporting requirements for infrastructure of GASB 34 requires the City to report items put into service from 1980 forward, and gives the City the option to report items put into service prior to 1980. The City will report only on items put into service after 1980.**~~

6. Construction in Progress.
Construction, or development, in progress is a special class of capital assets that are still in the process of construction (tangible) or development (intangible). Depreciation does not begin until the capital assets are substantially ready to be placed in service.

7. Other Capital Assets. This is a separate category for capital assets that do not fit into any of the major asset classes listed above.

(c) Threshold **L**levels for **C**eapital **A**~~a~~ssets.

The following schedule will be ~~**followed**~~ **used** for ~~**the various types of capital assets other than infrastructure assets**~~ **capitalization and depreciation of the City's capital assets. Amounts are based on governmental entities with revenues exceeding $100 million**~~**:**~~**.**

Capitalize/Depreciate	
Land	~~**All;**~~ Capitalize only
Land Improvements	$~~**20,000**~~ **50,000**

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Buildings	$~~20,000~~ **100,000**
Building Improvements	$~~20,000~~ **100.,000**
Construction in Progress	~~All;~~ Capitalize only
Machinery and Equipment	$5,000
Vehicles	$5,000
City Utility Assets	$5,000
Computer Software	$5,000
Infrastructure	**$3,000,000**

(d) Valuation of Ceapital Aassets.

Capital assets ~~must~~ **should** be recorded at ~~actual~~ **historical** cost **and should include the cost of freight, site preparation, architect and engineering fees and other costs as applicable. If a method other than cash is used to pay for the asset, then the fair-market value of the non-cash payment or consideration determines the asset's cost or acquisition value. When the value of the consideration paid cannot be determined, the asset's fair market value determines its cost.**

With a few exceptions, an asset's cost should also include necessary costs incurred to place the asset in service. Costs include the invoice price plus incidental costs (insurance during transit, freight, capitalized interest, duties, title search, registration fees and installation costs). Exceptions to the rule include interest expenses associated with deferred payments and real estate taxes paid, if any, in the acquisition of property.

~~**Normally the cost recorded is the purchase price or construction costs of the asset, but also included is any other reasonable and necessary costs incurred to place the asset in its intended location and intended use. Such costs could include the following:**~~

~~**(1) Legal and title fees, closing costs;**~~

~~**(2) Appraisal and negotiation fees, surveying fees;**~~

~~**(3) Damage payments;**~~

~~**(3) Land preparation costs, demolition costs;**~~

~~**(4) Architect, engineering and accounting fees;**~~

~~**(5) Insurance premiums during construction;**~~

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~~(6) Transportation charges;~~

~~(7) Interest costs during construction. Donated or contributed assets should be recorded at their fair value on the date donated.~~

~~(d) *Asset definitions by major category.* It is important to the maintenance of accurate records that each asset category is precisely defined and that all persons responsible for record maintenance are fully aware of the categorization system. This section further clarifies the asset definition by major category.~~

~~(1) *Land.* Land is defined as specified land, lots, parcels or acreage including rights of way, owned by the City of Carmel, its various departments, boards or commissions, regardless of the method or date of acquisition. Easements will not be included as the City does not own them, but as an interest in land owned by another (i.e. property owner) that entitles its holder to a specified limited use. The City Utility, however, will capitalize easements.~~

~~(2) *Improvements other than buildings.* Examples of the Civil City assets in this category are parking areas and drives, fencing, pools and fountains, underground sprinkler systems, decorative street lighting and other similar items.~~

~~a) Examples of the City Utilities assets in this category are water supply mains, collection sewers, wells, fences, intake pipes, manholes, and fire hydrants.~~

~~(3) *Buildings.*~~

~~a) All structures designed and erected to house equipment services, or functions are included. This includes systems, services, and fixtures within the buildings, and attachments such as porches, stairs, fire escapes, canopies, areaways, lighting fixtures, flagpoles, sound equipment, security cameras, lifts and riggings, curtains and staging and all other such units that serve the building.~~

~~b) Plumbing systems, lighting systems, heating, cooling, ventilating and air handling systems, alarm systems, sound systems, surveillance systems, passenger and freight elevators, escalators, built-in casework, walk-in coolers and freezers, fixed shelving, and other fixed equipment are included as part of the building if it is owned. Communication antennas and/or towers are not included because they are treated as part of the equipment unit.~~

~~(4) *Equipment.* Equipment includes all other types of physical property within the scope of the Fixed Asset Management System not previously classified. Included within this category are office equipment, office furniture, appliances, furnishings, machinery items, maintenance equipment, communication equipment, police, fire, laboratory equipment, vehicles, road equipment, aircraft, emergency equipment,~~

~~earth moving equipment, text equipment, civil defense equipment, law enforcement equipment, and data processing equipment. All supplies are excluded.~~

~~(5) *Infrastructure.*~~

~~a) Infrastructure assets are long-lived capital assets that normally can be preserved for a significantly greater number of years than most capital assets and that are normally stationary in nature. Examples include roads, streetlights, traffic signals, drainage systems, and water lines. Infrastructure assets do not include buildings, drives, parking lots or any other examples given above that are incidental to property or access to the property above.~~

~~b) Preservation costs that extend the useful life of an asset beyond its previously established life are capitalized. Maintenance/repair costs allow an asset to continue to be used during its originally established useful life and are expensed in the period incurred. Examples include patching, resurfacing, snow removal, etc. Also, routine departmental operating activities such as feasibility studies and preliminary engineering/design studies will be expensed as an element of the infrastructure asset. Alleys will not be included as part of the infrastructure, however.~~

~~c) The retroactive reporting requirements for infrastructure of GASB 34 requires the City to report items put into service from 1980 forward, and gives the City the option to report items put into service prior to 1980. The City will report only on items put into service after 1980.~~

(e) Depreciation **M**~~m~~ethod**s and Salvage Value**.

(1.) **Depreciation is the process of allocating the cost of tangible property over a period of time, rather than deducting the cost as an expense in the year of acquisition. Generally, at the end of the asset's life, the sum of the amounts charged for depreciation in each accounting period (accumulated depreciation) will equal original cost less salvage value.** The City ~~will~~ depreciate**s its** capital assets by using the **S**straight-line **M**~~m~~ethod. **Under this method, the basis of the asset is written off evenly over the useful life of the asset. The same amount of the depreciation is taken each year. Depreciation is calculated at the end of each fiscal year.**

~~(2.)~~ **The s**~~S~~alvage value **of an asset is the value it is expected to have when it is no longer useful for its intended purpose. In other words, the salvage value is the amount for which the asset could be sold at the end of its useful life. The City** ~~will be~~ determine**ds salvage value** on an asset-by-asset basis. ~~Depreciation will be calculated at year-end. Land is not depreciated according to generally accepted accounting principles.~~

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~~(4) A network of assets is composed of all assets that provide a particular type of service for government. A subsystem of a network of assets is composed of all assets that make a similar portion or segment of a network of assets. The following will be the breakdown of our networks and subsystems:~~

~~a) Roads/Streets Network~~

~~Subsystems: Streets, Curbs, and Sidewalks~~

~~b) Traffic Components Network~~

~~Subsystems: Traffic Signals and Street Lights~~

~~c) Drainage Systems Network.~~

(f) **~~Straight-line depreciation~~ Estimated Useful Lives of City Assets.**

The following assets accounted for under the Capital Asset Policy will be depreciated using the straight-line method of depreciation. A gain or loss on disposal will be reported. The most common useful lives **~~for the Civil City is~~ are** as follows:

1. City Civil

~~(1)~~ **a)** Vehicles - 5 years.

b) Police Vehicles – 4 years.

~~(2)~~ **c)** Office Equipment - 5 years.

~~(3)~~ **d)** Office Furniture - 20 years.

~~(4)~~ **e)** Heavy Equipment - 10 years.

~~(5)~~ **f)** Fire Trucks - 15 years.

g) Ambulances – 10 years.

~~(6)~~ **h)** Buildings - 50 years.

~~(7)~~ **i)** Building Components (HVAC systems, roofing) - 20 years.

~~(8)~~ **j)** Leasehold Improvements - useful life of asset or lease term (whichever is shorter).

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~~(9)~~ **k)** Land Improvements - structure (parking lots, athletic courts, swimming pools) - 20 years.

~~(10)~~ **l)** Land Improvements - groundwork (golf course, athletic fields, landscaping, fencing) - 20 years.

~~(11)~~ **m)** Outdoor Equipment - (playground equipment, radio towers) - 15 years.

~~(12)~~ **n)** Grounds Equipment - (mowers, tractors, attachments) - 15 years.

~~(13)~~ **o)** Computer Software - 5 years.

~~(14)~~ **p)** Security Cameras -10 years.

~~(15)~~ **q)** Stage Lighting - 5 years.

~~(16)~~ **r)** Mobile Stage Trailer - 10 years.

~~(17)~~ **s)** Rigging and Lifts - 10 years.

~~(18)~~ **t)** Sound Equipment for Palladium - 10 years.

~~**The following assets are accounted for by the City Utility under the Capital Asset Policy and will be depreciated using the straight-line method of depreciation. The useful lives for the assets of the Carmel Utility are as follows:**~~

~~(g)~~**2.** City Utility - Water.

~~(1)~~ **a)** Buildings and Improvements - 50 years.

~~(2)~~ **b)** Transmission and Distribution Mains - 50 to 75 years.

~~(3)~~ **c)** Meters/Meter Installation - 25 to 30 years.

~~(4)~~ **d)** Pumping Equipment - 50 years.

~~(5)~~ **e)** Water Treatment Equipment - 50 years.

~~(6)~~ **f)** Elevated Storage - 75 years.

~~(7)~~ **g)** Office Equipment - ~~**10**~~ **5** years.

~~(8)~~ **h)** Machinery - 5 to 40~~**, 67**~~ years.

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~~(8)~~ **i)** Hydrants - 50 to 75 years.

~~(9)~~ **j)** Well Equipment - 15 to 20 years.

~~(10)~~ **k)** Wells - 50 to 100 years.

~~(11)~~ **l)** Communications Equipment - 10 years.

~~(12)~~ **m)** GPS - 100 years.

~~(14)~~ **n)** Clearwell - 100 years.

~~(h)~~ **3.** City Utility - Sewer.

(1) **a)** Buildings and Improvements - 50 years.

(2) **b)** Sewer Lines - 50 years.

~~(4)~~ **c)** Lift Station - 50 years.

(3) **d)** Treatment Plant Equipment - 10 years.

(4) **e)** Office Equipment - ~~10~~ **5** years.

(5) **f)** Machinery - 6-20 years.

(6) **g)** Vehicles - 5 years.

(7) **h)** HVAC Systems - 25 years.

(8) **i)** GPS - 100 years.

(9) **j)** Computer Software - 5 years.

~~(i)~~**4.** Infrastructure.

The following is the list of networks and their useful lives:

(1) **a)** Roads/Streets Network

Subsystems: Types of Roads/Streets, Curbs, and Sidewalks - 45 years

~~(2)~~ **b)** Traffic Components Network

Subsystems: Traffic Signals —35 years

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Street lights - 25 years

~~(3)~~ **c)** Drainage Systems Network - 50 years.

~~(j) Capital asset acquisitions.~~

~~(1) The method of acquisition is not a determining factor. Each department should report items acquired by:~~

~~a) Regular purchases.~~

~~b) Lease purchase.~~

~~c) Construction by City employees.~~

~~d) Construction by other than City employees.~~

~~e) Condemnation.~~

~~f) Donation.~~

~~g) Addition to an existing asset.~~

~~h) Transfer from another department.~~

~~i) Trade or barter.~~

~~j) Annexation.~~

(g) Capital Leases.

(2) **1.** Leased equipment should be capitalized if the lease agreement meets any one of the following criteria:

a) The lease transfers ownership of the property to the lessee by the end of the lease term.

b) The lease contains a bargain purchase option.

c) The lease term is equal to 75% of the estimated economic life of the leased property **(and the lease is non-cancellable during that time)**.

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d) The present value of the minimum lease payments at the inception of the lease~~,~~ (excluding executory costs)~~,~~ equals at least 90% of the fair-value of the leased property.

~~(5)~~ **2.** Leases that do not meet any of the above criteria ~~should be recorded as an~~ **are considered** operating leases ~~and reported in the notes of the financial statements~~.

(h) Assets not Capitalized.

Assets less than $5,000 are expensed in the year of acquisition. Assets greater than $1,000 are recorded in the General Ledger.

Exceptions are:

1. **Items costing less than the above limits which are permanently installed as a part of the cost of original construction or installation of a larger building or equipment unit will be included in the cost of the larger unit;**

2. **Modular equipment added subsequent to original equipment construction of a larger building or equipment unit which may be put together to form larger units costing more than the prescribed limits will be charged to capital assets even though the cost of individual items is less than such units; and**

3. **Cabinets, shelving, bookcases, and similar items, added subsequent to original construction, which are custom made for a specific place and adaptable elsewhere, will be capitalized.**

(i) Capital Assets Purchased with Grant Funds.

When Federal Grant Funds are used to purchase capital assets, compliance with the applicable Subparts of Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in the Code of Federal Regulations is required. All grant types typically have requirements specified in the Grant Award Letter with which the City must comply.

~~(k)~~ **(j)** Asset**Acquisitions, T**transfers and ~~dispositions~~**Disposals**.

City assets may be acquired or disposed of using various methods, as described in supplemental City documentation and forms. The following procedure must be observed for all acquisitions, transfers and disposals of assets: complete the requisite forms, obtain the signature of the Department Director and forward the completed documentation to the Fiscal Office for recording purposes.

~~**(1) Property should not be transferred, auctioned, or disposed of without prior approval of each department director. An Inventory Disposal Notification Form**~~

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~~(Exhibit A) must be sent to the Asset Manager reflecting any of these transactions. This is a dual-purpose form for transfers (defined as any movement of an asset by virtue of change in location, either by account, department, building, floor, or room) or retirement (disposal) of property.~~

~~(2) The main points to be remembered when using the Inventory Disposal form are:~~

~~a) Always provide sufficient detail to identify each asset. Most important is the asset's identification number;~~

~~b) Be accurate and do not overlook any of the needed entry fields;~~

~~c) Type or print all information;~~

~~d) Complete each column for every asset listed on the form;~~

~~e) Directors must sign every form;~~

~~f) Return all information to the Asset Manager in the Fiscal Office.~~

~~(3) If an asset is stolen, the department must immediately notify the Asset Manager in the office of the Fiscal Officer.~~

~~(l) Periodic inventories. A physical inventory of all capital assets (any item over $5,000) will be conducted in each department at least one time per year and submitted to the Clerk Treasurer's office on May 1 of each calendar year. The Asset Manager will conduct spot checks on a random basis. Directors will be accountable for the capital asset inventory charged to their departments by verifying an itemization of all capital assets prior to each year-end.~~

~~(m) Responsibilities of the Fiscal Officer. The Fiscal Officer will ensure that accounting for capital assets is being exercised by establishing a capital asset inventory both initially and periodically in subsequent years. The Fiscal Officer will further ensure that the capital asset report will be updated annually to reflect additions, deletions, and transfers and to reflect the new annual capital asset balance for financial reporting purposes, as well as the annual and accumulated depreciation calculation.~~

~~(n) Responsibilities of department directors.~~

~~(1) It is the responsibility of the director in each department or his/her designee to inventory each piece of property and to complete the Inventory Acquisition Form (Exhibit B). The director/designee will be the focal point for questions regarding the availability, condition, and usage of the asset, as well as the contact during the physical inventory process. All assets will be examined after shipment to ensure~~

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~~that assets have not been damaged. The Director is responsible for notifying the Fiscal Officer of any acquisitions and disposals of assets with a value greater than $1,000 and less than $5,000. It is the responsibility of the department to maintain an accurate record of these assets.~~

~~(2) The City has created and implemented an inventory process for all departments, commissions and all other entities that the City is purchasing assets for. This process will include designating purchasing authorities; proper purchasing written procedures - in accordance with all state and local statutes; proper "tagging" of assets and reporting to the Fiscal Officer; proper disposal of property, written procedures in accordance with all state and local statutes; and reporting to the Fiscal Officer. This policy will be reviewed by the Fiscal Officer."~~

(k) Reporting of Fraud.

Any city employee who suspects the misappropriation of capital assets should follow the applicable requirements outlined in Ordinance No. D-2286-16. This Ordinance establishes a policy on materiality and the process for reporting material variances."

Section 3. All prior ordinances or parts thereof inconsistent with any provision of this Ordinance are hereby repealed, to the extent of such inconsistency only, as of the effective date of this Ordinance, such repeal to have prospective effect only. However, the repeal or amendment by this Ordinance of any other ordinance does not affect any rights or liabilities accrued, penalties incurred or proceedings begun prior to the effective date of this Ordinance. Those rights, liabilities and proceedings are continued and penalties shall be imposed and enforced under such repealed or amended ordinance as if this Ordinance had not been adopted.

Section 4. If any portion of this Ordinance is for any reason declared to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance so long as enforcement of same can be given the same effect.

Section 5. This Ordinance shall be in full force and effect from and after its passage and signing by the Mayor and such publication as required by law.

This Ordinance was prepared by Jon Oberlander, Carmel Assistant City Attorney, on 12/6/18 at 1:20 PM. It may have been subsequently revised. However, no subsequent revision to this Ordinance has been reviewed by Mr. Oberlander for legal sufficiency or otherwise.

PASSED by the Common Council of the City of Carmel, Indiana, this ____ day of _____, 2018, by a vote of _____ ayes and _____ nays.

COMMON COUNCIL FOR THE CITY OF CARMEL

_____ _____

Kevin D. Rider, President Sue Finkam

_____ _____

Jeff Worrell, Vice-President Anthony Green

_____ _____

Laura D. Campbell H. Bruce Kimball

_____

Ronald E. Carter

ATTEST:

_____

Christine S. Pauley, Clerk-Treasurer

Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of _____ 2018, at _____ __.M.

_____

Christine S. Pauley, Clerk-Treasurer

Approved by me, Mayor of the City of Carmel, Indiana, this _____ day of _____ 2018, at _____ __.M.

_____

James Brainard, Mayor

ATTEST:

_____

Christine S. Pauley, Clerk-Treasurer

This Ordinance was prepared by Jon Oberlander, Carmel Assistant City Attorney, on 12/6/18 at 1:20 PM. It may have been subsequently revised. However, no subsequent revision to this Ordinance has been reviewed by Mr. Oberlander for legal sufficiency or otherwise.

Sponsor: Councilor Carter

RESOLUTION CC 01-07-19-01

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA, RECOGNIZING ADDITIONS TO THE HISTORIC CONTRIBUTING BUILDINGS SURVEY AS RECOMMENDED BY THE CARMEL HISTORIC PRESERVATION COMMISSION

Synopsis: Approves the addition of certain properties to the Carmel/Clay Township Historic Properties Survey as recommended by the Carmel Historic Preservation Commission.

WHEREAS, the mission of the Carmel Historic Preservation Commission (the "Commission") is to provide a means to promote the cultural, economic, and general welfare of the public through the preservation and protection of structures and areas of historic and cultural interest within the City of Carmel; and

WHEREAS, proposed historic district maps recommended by the Commission must be based upon the Carmel/Clay Township Historic Properties Survey (the "Survey"); and

WHEREAS, identification of worthy historic resources is highly detailed, and covers a broad range of historical significances, architectural styles, materials, historical persons and themes that reflect important aspects of the growth and development of Carmel, resources that the Survey has classified; and

WHEREAS, the Commission has recommended that the three properties depicted in Exhibit A, which is attached hereto and incorporated herein by this reference, be added to the Carmel/Clay Township Historic Properties Survey.

NOW, THEREFORE, BE IT HEREBY RESOLVED AND AGREED BY THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA, AS FOLLOWS:

Section 1. The forgoing Recitals are incorporated herein by reference.

Section 2. The Common Council of the City of Carmel, Indiana approves the addition of the properties listed in Exhibit A to the Carmel/Clay Township Historic Properties Survey.

This Resolution was prepared by Jon A. Oberlander, Assistant Corporation Counsel, on 1/2/19 at 9:44 a.m. No subsequent revision to this Resolution has been reviewed by Mr. Oberlander for legal sufficiency or otherwise.

SO RESOLVED by the Common Council of the City of Carmel, Indiana this ____day of _____, 2019, by a vote of _____ayes and _____nays.

COMMON COUNCIL FOR THE CITY OF CARMEL

_____ _____
Jeff Worrell, President Anthony Green

_____ _____
Laura D. Campbell, Vice President H. Bruce Kimball

_____ _____
Ronald E. Carter Kevin D. Rider

_____
Sue Finkam

ATTEST:

_____
Christine S. Pauley, Clerk-Treasurer

Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of _____ 2019, at _____ __.M.

_____
Christine S. Pauley, Clerk-Treasurer

Approved by me, Mayor of the City of Carmel, Indiana, this _____ day of _____ 2019, at _____ __.M.

_____
James Brainard, Mayor

ATTEST:

_____
Christine S. Pauley, Clerk-Treasurer

This Resolution was prepared by Jon A. Oberlander, Assistant Corporation Counsel, on 1/2/19 at 9:44 a.m. No subsequent revision to this Resolution has been reviewed by Mr. Oberlander for legal sufficiency or otherwise.

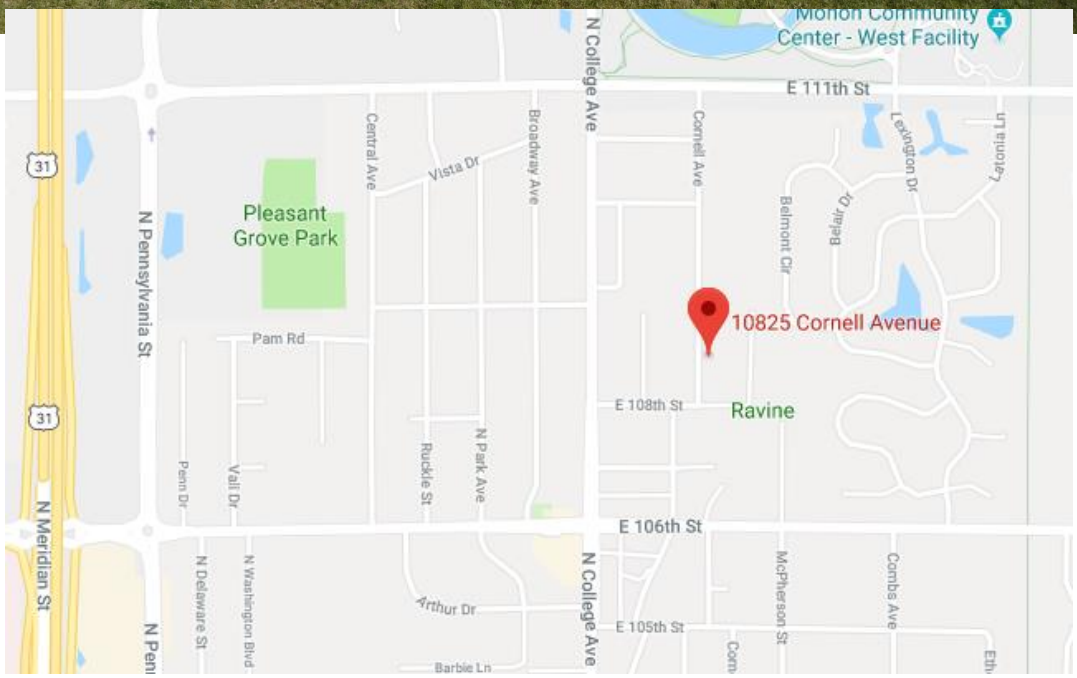
PROPOSED ADDITIONS TO THE CARMEL/CLAY TOWNSHIP HISTORIC PROPERTIES SURVEY, AS RECOMMENDED BY THE CARMEL HISTORIC PRESERVATION COMMISSION

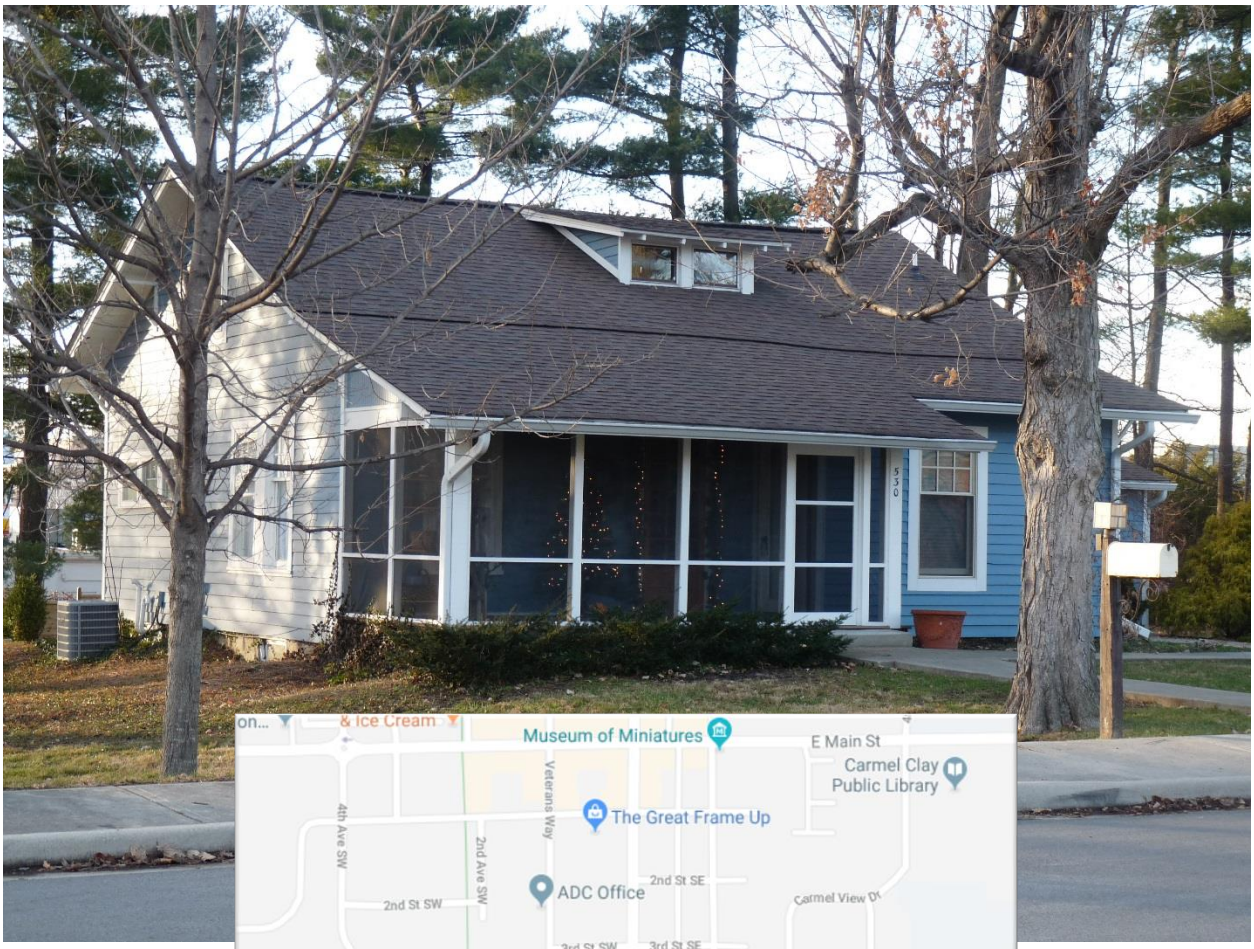
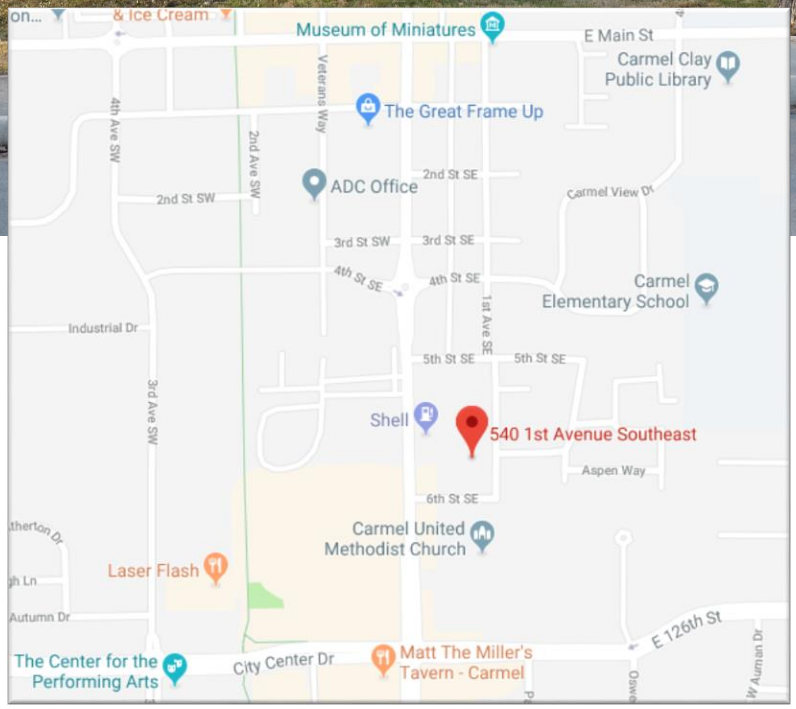
Woodland Springs Clubhouse, 3535 E. 116th St.

Owner: Woodland Springs, Inc.
Designed by Avriel Shull
Constructed in 1969
Proposed Rating: Notable

10825 Cornell Ave.

Owners: Lester and Gwendolyn Fleener
"24-Hour" Home
Constructed in 1915
Proposed Rating: Contributing



540 1st Ave. SE

Owners: Ronald and Joyce Smith
Constructed in 1925
Proposed Rating: Contributing