

**Board of Public Works and Safety Meeting
Agenda
Wednesday, August 5, 2020 – 10:00 a.m.
Via Videoconference**

MEETING CALLED TO ORDER

1. MINUTES

- a. **Minutes from the July 15, 2020, Regular Meeting**

2. PERFORMANCE RELEASE APPROVAL REQUESTS

- a. **Resolution BPW 08-05-20-01; Kensington Green; Right-of-Way and Erosion Control; Turtle Pond Partners**
- b. **Resolution BPW 08-05-20-02; Copper Run; Signs; Pulte Homes**

3. CONTRACTS

- a. **Request for Additional Services Amendment to Agreement for Goods and Services: Victory Sun, Inc. (\$11,700.00); Carmel Artomobilia 2020; Nancy Heck, Director, Department of Community Relations.**
- b. **Request for Purchase of Goods and Services: CityInk Company (\$20,920.00); Carmel ‘round about right reprint; Nancy Heck, Director, Department of Community Relations.**
- c. **Request for Approval: Water Reimbursement Agreement Between the City of Carmel and Lauth Construction, LLC; Lauth Construction (\$18,630); Carmel Medical Arts Pavilion water main extension; John Duffy, Director of Utilities.**
- d. **Request for Approval: Service Agreement; Street Smart, LLC (\$18,000.00); Hamilton County Sheriff’s regional information sharing software; Jim Barlow, Chief of Police.**

4. REQUEST TO USE CITY STREETS/PROPERTY

- a. **Amended Request to Use Gazebo and Fountain area with closure/use of adjacent streets; USA Today Wine & Food Experience 2020; September 26, 2020, 9:00 AM to 12:00 AM; Steve Shembab**
- b. **Request to Use Gazebo; Student Concert; August 29, 2020, 10:00 AM to 7:00 PM; McKenzie Conrad, Carmel Music Academy**
- c. **Request to Use Gazebo; Memorial for John Burkhard; July 25, 2020, 10:30 AM to 2:30 PM; Elizabeth Burkle**
- d. **Request to use Council Chambers; Traditions on the Monon annual homeowner’s meeting; November 10, 2020, 6:30 to 9:30 PM; Francesca York, Traditions on the Monon HOA**
- e. **Request to Use Carter Green; 10th Anniversary Fundraising Gala for The Center For The Performing Arts; September 17, 2021, 1:00 to 11:00 PM; Jeff Steeg, The Center For The Performing Arts**
- f. **Request to Use Carter Green Amphitheater; Carmel Rotary Club Meeting; July 17, 2020, 11:00 AM to 1:00 PM; Shell Barger, Carmel Rotary**
- g. **Request to Use Midtown Plaza; Midtown Stage Entertainment by Actors Theatre of Indiana; August 8, 2020, 7:00 to 9:00 PM; Meg Gates Osborne**
- h. **Request to Use Midtown Plaza; Midtown Stage Entertainment by Carmel Symphony Orchestra; July 30, 2020, 3:00 to 8:00 PM; Meg Gates Osborne**

- i. **Request to Use/Close City Streets; Neighborhood Party; September 26 and October 3, 2020 (backup date), 12:00 PM to 12:00 AM; Josh Corwin, Kingswood HOA.**
- j. **Request to Use Tarkington Theatre and Use/Close Streets; City of Carmel Veterans Day Ceremony; November 10, 2020, 11:00 AM to 2:00 PM; Sondra Schwieterman, Event Organizer**
- k. **Request to Use Gazebo; Student Get-Together; August 2, 2020, 6:00 to 8:30 PM; Katherine Peters**
- l. **Request to Use/Close Street; Presentation in front of The Cat; August 7 and August 8, 2020; 5:00 to 11:00 PM; Jonathan Scoble, Director of Development, The Cat**
- m. **Request to Use Gazebo; Summer Showcase for Students; August 9, 2020, 12:00 to 7:00 PM; Blair Clark, Blair's Studio**
- n. **Request to Use Gazebo and Japanese Garden; Wedding Vow Renewal; September 7, 2020, 10:00 AM to 2:00 PM; Maria Spratford**
- o. **Request to Use Gazebo and Fountain Area; Wedding; August 14, 2020; 12:00 PM to 10:00 PM; Penny Foster**
- p. **Request to Use Veterans Memorial Plaza; End of WW II Memorial; August 14, 2020, 9:30 to 11:00 AM; Kelli Prader, Department of Community Relations.**

5. OTHER

- a. **Request for approval of Temporary Easement Agreement between the City of Carmel and American Aggregates Corporation; 116th Street and Hazel Dell Parkway; Edwin Gehr, American Aggregates Corporation.**
- b. **Uniform Conflict of Interest Disclosure Statement (IC 35-44.1-1-4): Adam Aasen**
- c. **Release and Settlement of all claims re: 12709 Wembley Road: Jennifer Davidson**
- d. **Request for Right-of-Way Vacation; 103rd Street and Illinois Street; Timothy Ochs, Carmel Indy Holdings, LLC**
- e. **Request for Curb Cut/Curb Cut Vacation; 12012 River Road; Jeff Snellenberger**
- f. **Request for Lane Restrictions; Rohrer Road; William Ferrell, Duke Energy**
- g. **Request for Waiver of Res. BPW 04-28-17-01; 96th Street; Lane Restrictions; Matt Bates, Verizon**
- h. **Consent to Encroach; 2934 Brooks Bend Drive; Lisa Watson**
- i. **Request for Variance; 2934 Brooks Bend Drive; Lisa Watson**
- j. **Consent to Encroach; 5917 Silas Moffit Way; Benjamin and Brandi Heck**
- k. **Request for Variance; 5917 Silas Moffit Way; Benjamin and Brandi Heck**
- l. **Consent to Encroach; 12515 Bellingrath Street; Samuel and Holly Tamara**
- m. **Request for Variance; 12515 Bellingrath Street; Samuel and Holly Tamara**
- n. **Request for Replat; Village of West Clay Section 6003-B, Blocks 6 and 7; Luke Jahn, HWC Engineering**
- o. **Request for Replat; Fosters Addition, Lots 9-11; Sam Milligan, Northridge Construction**
- p. **Request for Secondary Plats; Bear Creek South, Section 1A and 1B; Michael Morgan**
- q. **Request for Replat; Carmelview Lot 2; Connor Ray**
- r. **Request for Replat; Newark Village Lot 77; Troy Terew, True North**
- s. **Resolution BPW 08-05-20-03; Gramercy West PRIF Agreement; Henry Mestetsky, Director, Community Redevelopment**
- t. **Unsafe Building Hearing – Motion to Vacate and Order to Repair Residential Condominium at 956 Brownstone Trace; Jim Blanchard, Building Commissioner, Department of Community Services**

6. ADJOURNMENT

1 **Board of Public Works and Safety Meeting**
2 **Minutes**
3 **Wednesday, July 15, 2020 – 10:00 a.m.**
4 **Via Videoconference**

5
6 **MEETING CALLED TO ORDER**

7
8 *Mayor Brainard called the meeting to order at 10:03 a.m.*

9
10 *This meeting took place via teleconference in conjunction with guidelines from Executive Orders from*
11 *the Governor of Indiana.*

12
13 **MEMBERS PRESENT**

14
15 *Mayor James Brainard, Board Members Mary Ann Burke and Lori Watson, and Deputy Clerk Jennifer*
16 *Stites were present.*

17
18 **MINUTES**

19
20 *Minutes from the July 1, 2020, Regular Meeting were approved 3-0*

21
22 **BID/QUOTE OPENINGS AND AWARDS**

23
24 *Bid Award for Roundabout Improvements Illinois Street & Zotec Drive; Jeremy Kashman, City*
25 *Engineer recommended awarding the bid to Morphe Construction they were the lowest and most*
26 *responsive bidder. Board Member Burke moved to award the bid to Morphe Construction in the*
27 *amount of \$1,460,000.00. Board Member Watson seconded. Request approved 3-0.*

28
29 **PERFORMANCE RELEASE APPROVAL REQUESTS**

30
31 *Resolution BPW-07-15-20-03; Meijer Outlot C; Erosion Control; Board Member Burke moved to*
32 *approve. Board Member Watson seconded. Request approved 3-0.*

33
34 **CONTRACTS**

35
36 *Request for Purchase of Goods and Services; Everything Ice, Inc; (\$96,703.00); Tubing for Ice Rink;*
37 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

38
39 *Request for Purchase of Goods and Services; Bowen Engineering Corporation; (\$173,360.00);*
40 *Wastewater Plant Second Expansion; CO #1; Board Member Burke moved to approve. Board Member*
41 *Watson seconded. Request approved 3-0.*

42
43 *Request for Purchase of Goods and Services; Studio M Architecture and Planning, LLC; (\$15,000.00);*
44 *Other Contracted Services; Board Member Burke moved to approve. Board Member Watson*
45 *seconded. Request approved 3-0.*

46
47 *Resolution BPW-07-15-20-01; A Resolution of the City of Carmel Board of Public Works and Safety*
48 *Acknowledging Agreement Between Owner and Contractor; Community Data Platforms, Inc;*

49 (\$160,000.00); TIF Study; Board Member Burke moved to approve. Board Member Watson seconded.
50 Request approved 3-0.

51
52 Resolution BPW-07-15-20-02; A Resolution of the City of Carmel Board of Public Works and Safety
53 Acknowledging Agreement Between Owner and Contractor; Community Data Platforms, Inc;
54 (\$120,000.00); Roundabout Study; Board Member Burke moved to approve. Board Member Watson
55 seconded. Request approved 3-0.

56
57 Request for Purchase of Goods and Services; Rollfast, Inc; (-\$34,000.00); Amendment to Additional
58 Services Agreement – 2020 Bicycle Events Series; Board Member Burke moved to approve. Board
59 Member Watson seconded. Request approved 3-0.

60
61 Resolution BPW-07-15-20-04; A Resolution of the City of Carmel Board of Public Works and Safety
62 Acknowledging Agreement for Sale of Work of Art; Brad Howe, Inc; (\$209,200.00); “Pulpo” Stainless
63 Steel Sculpture; Board Member Burke moved to approve. Board Member Watson seconded. Request
64 approved 3-0.

65
66 Request for Purchase of Goods and Services; D.&L.S. Inc. d/b/a Office Keepers; (\$295.00 per month);
67 Office Cleaning; Board Member Burke moved to approve. Board Member Watson seconded. Request
68 approved 3-0.

69
70 Request for Purchase of Goods and Services; Mammoth, Inc.; (\$195,887.55); Replacement &
71 Rehabilitation of Bridges in Brookshire Golf Club - Construction; Board Member Burke moved to
72 approve. Board Member Watson seconded. Request approved 3-0.

73
74 Request for Purchase of Goods and Services; Schutt-Lookabill; (\$2,381.94); 136th Multi-Use Path and
75 Pedestrian Bridge – Project 18-ENG-08; CO #8; Board Member Burke moved to approve. Board
76 Member Watson seconded. Request approved 3-0.

77
78 Request for Purchase of Goods and Services; Schutt-Lookabill; (\$693.22); 136th Multi-Use Path and
79 Pedestrian Bridge – Project 18-ENG-08; CO #9; Board Member Burke moved to approve. Board
80 Member Watson seconded. Request approved 3-0.

81
82 Request for Purchase of Goods and Services; Schutt-Lookabill; (\$78,709.60); 136th Multi-Use Path
83 and Pedestrian Bridge – Project 18-ENG-08; CO #10; Board Member Burke moved to approve. Board
84 Member Watson seconded. Request approved 3-0.

85
86 Request for Purchase of Goods and Services; Rieth-Riley; (\$1,213,176.86); 96th and Keystone
87 Parkway – Project 16-ENG-05; CO #14; Board Member Burke moved to approve. Board Member
88 Watson seconded. Request approved 3-0.

89
90 Request for Purchase of Goods and Services; Rieth-Riley; (\$216,919.25); 96th and Keystone Parkway
91 – Project 16-ENG-05; CO #13; Board Member Burke moved to approve. Board Member Watson
92 seconded. Request approved 3-0.

93
94 Request for Purchase of Goods and Services; Rieth-Riley; (\$82,097.04); Shelburne Road Multi Use
95 Path – Project 16-ENG-69; CO #3; Board Member Burke moved to approve. Board Member Watson
96 seconded. Request approved 3-0.

97
98 Request for Purchase of Goods and Services; Rieth-Riley; (\$18,975.33); 96th and Gray Road RAB –
99 Project 16-ENG-34; CO #8; Board Member Burke moved to approve. Board Member Watson
100 seconded. Request approved 3-0.

101 **REQUEST TO USE CITY STREETS/PROPERTY**

102
103 *Request to Use Gazebo; Bridal Shower; August 8, 2020; 1:00 p.m. – 6:00 p.m.; Board Member Burke*
104 *moved to approve. Board Member Watson seconded. Request approved 3-0.*

105
106 *Request to Use Garden Outside of the Carmel Arts Council's Children's Art Gallery; Art in the*
107 *Garden; July 11 and 18, August 8 and 15, September 12 and 19, 2020; Board Member Burke moved to*
108 *approve. Board Member Watson seconded. Request approved 3-0.*

109
110 *Request to Use/Close City Streets; Block Party/Graduation Party; July 18, 2020; 10:00 a.m. – 5:00*
111 *p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-*
112 *0.*

113
114 *Request to Use Center Green/Monon & Main Plaza/Midtown Palaza/Close City Streets; Carmel*
115 *Marathon; October 17, 2020; 6:30 a.m. – 12:30 p.m.; Board Member Burke moved to approve. Board*
116 *Member Watson seconded. Request approved 3-0.*

117
118 *Request to Use Japanese Garden; Wedding; July 26, 2020; 3:00 p.m. – 5:00 p.m.; Board Member*
119 *Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

120
121 *Request to Use Gazebo; Police Memorial Service; May 5, 2021; 8:00 a.m. – 9:00 p.m.; Board Member*
122 *Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

123
124 *Request to Use Gazebo; National Night Out; October 6, 2020; 11:00 a.m. – 8:30 p.m.; Board Member*
125 *Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

126
127 *Request to Use/Close City Streets; 2020 Donut 5K; December 19, 2020; 8:30 a.m. – 9:40 a.m.; Board*
128 *Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

129
130 *Request to Acknowledge Approval to Use Gazebo; Palladium Ushers Dinner Group; June 23, 2020;*
131 *5:00 p.m. – 8:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded.*
132 *Request approved 3-0.*

133
134 *Request to Acknowledge Approval to Use Gazebo; Baby Shower; July 12, 2020; 12:00 p.m. – 4:00*
135 *p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-*
136 *0.*

137
138 *Request to Use Gazebo; Wedding; August 1, 2020; 8:00 a.m. – 7:00 p.m.; Board Member Burke*
139 *moved to approve. Board Member Watson seconded. Request approved 3-0.*

140
141 *Request to Acknowledge Approval to Use/Close City Streets; Hoagy Carmichael; July 9, 2020; 1:00*
142 *p.m. – 3:00 a.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request*
143 *approved 3-0.*

144
145 *Request to Close Parking Spaces; Carmel Holiday Trolley; November 27 (5-9 p.m.) and 28 (2-9 p.m.),*
146 *December 4 (5-9 p.m.), 5 (2-9 p.m.), 11 (5-9 p.m.), 12 (2-9 p.m.), 18 5-9 p.m.), 19 (2-9 p.m.), 2020;*
147 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

148
149 *Request to Acknowledge Approval to Use Gazebo; Wedding; June 20, 2020; 3:00 p.m. – 4:30 p.m.;*
150 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

151 *Request to Acknowledge Approval to Use Gazebo; Wedding; June 13, 2020; 12:00 p.m. – 5:00 p.m.;*
152 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

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Request to Use Midtown Plaza; Chinese Mooncake Festival; August 8, 2020; 3:00 p.m. – 7:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request to Acknowledge Approval to Use Japanese Garden; Sister City Board Meeting; July 12, 2020; 4:00 p.m. – 7:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request to Use/Close City Streets and Use Sophia Square; Plein Air Paint Out Competition; September 16-20, 2020; 7:00 a.m. – 5:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request to Use/Close City Streets and Use Coxhall Gardens; RUN(317) Carmel; September 3, 2020; 1:00 p.m. – 9:30 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request to Use Gazebo; Wedding; July 31, 2020; 10:00 a.m. – 7:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request to Use Japanese Garden; Wedding; July 25, 2020; 2:00 p.m. – 6:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request to Use Midtown Plaza; St. Christopher’s Episcopal Church Annual Strawberry Festival; June 12, 2021; 9:00 a.m. – 6:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request to Use/Close City Streets (Cul-De-Sac); Block Party for a Bat Mitzvah; August 1, 2020; 2:00 p.m. – 10:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request to Use Center Green; City of Carmel Tree Lighting Ceremony; November 21, 2020; 1:00 p.m. – 9:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request to Use/Close City Streets; Block Party; July 31 – August 2, 2020; 4:00 p.m. – 11:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

OTHER

Request for Curb Cut/Curb Cut Vacation; 515 & 525 West Main Street; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Waiver of BPW Resolution No. 04-28-18-01; 1031 E Main St. and 11580 Gray Road; Wireless Support Structure; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Curb Cut/Curb Cut Vacation; 310 2nd Street SW; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

202 Request for Waiver of BPW Resolution No. 04-28-18-01/Lane Restrictions; Rhorer Road Substation
203 Project; Board Member Burke moved to approve. Board Member Watson seconded. Request approved
204 3-0.

205
206 Request for Pavement Cut/Traffic Restrictions; 211 W Main Street – Savor Restaurant; Board Member
207 Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

208
209 Request for Traffic Restrictions/Open Pavement Cut; Monon Crossing – Rohrer Road; Board Member
210 Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

211
212 Request for Traffic Restrictions/Open Pavement Cut; Troy Estates – West 141st Street; Board Member
213 Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

214
215 Request for Stormwater Technical Standards Variance; Carmel Self Storage; Board Member Burke
216 moved to approve. Board Member Watson seconded. Request approved 3-0.

217
218 Request for Stormwater Technical Standards Variance; Monon Crossing; Board Member Burke moved
219 to approve. Board Member Watson seconded. Request approved 3-0.

220
221 Request for Replat; Towne Oak Estates Lots 8 and 9; Board Member Burke moved to approve. Board
222 Member Watson seconded. Request approved 3-0.

223
224 **ADD-ONS**

225
226 Request for Purchase of Goods and Services; Morphe Construction; (\$1,460,000); Illinois St. &
227 Zotec Drive RAB – Construction; Board Member Burke moved to approve. Board Member Watson
228 seconded. Request approved 3-0.

229
230 Request for School Police and Resource Office Agreement; Carmel Clay School Corporation; Board
231 Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

232
233 Request to Use Center Green; Morphe Construction; Booth Tarkington – Dance Celebration; July
234 23, 2020; 5:00 p.m. – 7:00 p.m.; Board Member Burke moved to approve. Board Member Watson
235 seconded. Request approved 3-0.

236
237 **ADJOURNMENT**

238
239 Mayor Brainard adjourned the meeting at 10:15 a.m.

240
241
242
243 _____
244 Sue Wolfgang – City Clerk

245 Approved

246
247 _____
248 Mayor James Brainard
249

250 **ATTEST:**

251

252
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Sue Wolfgang – City Clerk

To: Board of Public Works and Safety
City of Carmel, Indiana Date: July 28, 2020
Resolution No: BPW-08-05-20-01

From: CITY ENGINEER

Principal: **TURTLE POND PARTNERS**

Surety: **LEXON INSURANCE, CAPITOL INDEMNITY CORP.**

Board Members:

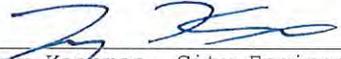
I have conducted final inspection at **Kensington Green** for the following improvements:

<u>ITEM</u>	<u>SURETY NUMBER</u>	<u>AMOUNT</u>
Right of Way	60124203	\$52,685.00
Erosion Control	1112665	\$103,596.25

The above improvements were not completed as originally proposed because the site is now planned to be redeveloped as part of the newly proposed North End development. I recommend release of the sureties listed above, subject to the following conditions:

Release of the Kensington Green performance sureties is contingent upon the transfer of ownership of the property to the developer of the North End project.

APPROVED:



Jeremy Kaznman, City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 5th day of August, 2020, that the listed Performance Guarantee for **Kensington Green** as listed above is hereby accepted by the City of Carmel, Indiana subject to the listed condition above.

Signed: _____ (Presiding Officer)

(Member)
(Member)

Board of Public Works and Safety

To: Board of Public Works
and Safety
City of Carmel, Indiana

Date: July 28, 2020
Resolution No: BPW-08-05-20-02

From: CITY ENGINEER

Principal: PULTE HOMES

Surety: RLI INSURANCE

Board Members:

I have conducted final inspection at COPPER RUN for the following improvements:

<u>ITEM</u>	<u>SURETY NUMBER</u>	<u>AMOUNT</u>
Signs	CMS331417	\$4,520.00

The above improvements have been inspected and are acceptable to the City of Carmel. I recommend acceptance of said improvement, subject to the following conditions:

3 year maintenance guarantees to replace the surety listed above must be submitted to replace the performance guarantee. The required maintenance guarantee amounts are as follows:

<u>ITEM</u>	<u>AMOUNT</u>
Signs	\$452.00

APPROVED:



Jeremy Kashman, City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 5th day of August, 2020, that the listed Performance Guarantee for the COPPER RUN as listed above is hereby replaced and accepted by the City of Carmel, Indiana subject to the listed condition above.

Signed: _____ (Presiding Officer)

(Member)
(Member)

Board of Public Works and Safety

Victory Sun, Inc.
Department of Community Relations - 2020
Appropriation # 43-590.03 Fund; P.O. #104111
Contract Not To Exceed \$11,700.00

APPROVED
By Jon Oberlander at 2:42 pm, Jul 13, 2020

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

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and Victory Sun, Inc., (the "Vendor"), as City Contract dated March 7, 2018 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

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

Victory Sun, Inc.

By:

By:

James Brainard, Presiding Officer

Vanessa S. Stiles

Authorized Signature

Date: _____

Vanessa S. Stiles

Printed Name

Mary Ann Burke, Member

President & CEO

Title

Date: _____

Lori S. Watson, Member

FID/TIN: *20-5022552*

Date: _____

Last Four of SSN if Sole Proprietor: _____

ATTEST:

Date: *July 13, 2020*

Sue Wolfgang, Clerk

Date: _____



City of Carmel
Scope of Work: Carmel Artomobilia 2020

- To provide strategic public relations and events counsel for Carmel Artomobilia and its organizing committee to further the mission of the City of Carmel
- To execute responsible advertising investments to optimize the call to action for Carmel Artomobilia
- To direct activities and event direction for Carmel Artomobilia on behalf of the City of Carmel, including but not limited to:
 - Provide a framework for a healthy, safe, and purposeful event
 - Research related to hosting the event
 - Research target audiences for events
 - Create a comprehensive timeline complete with goals, objectives, tactics and dates of completion for event
 - Direct the communication with Carmel Artomobilia organizers
 - Spearhead art direction on collateral materials for event
 - Spearhead logistics for the event, from planning to set up through execution and clean up
 - Assist with sponsorship fulfillment when applicable
 - Direct public relations efforts for the event as approved
 - Adhere to approved City of Carmel budget for the event, media buy and public relations activity
 - Meet regularly with City of Carmel representative(s)
 - Evaluate measurable objectives through research resources available or budgeted for by the City of Carmel

Cost

The above Scope of Work can be executed for a fee of \$90 per hour to be billed monthly and will be capped at no more than \$11,700 billed to the City of Carmel.

Specialty materials and outside services paid for by Victory Sun Inc. will be billed back to City of Carmel at cost. Examples include but are not limited to media buys, specialty paper, signs, banners, staff meals, dumpsters, event supplies, and postage.

Cost includes parking fees and mileage incurred by Victory Sun, Inc. for the duration of the contract (provided all miles driven are within the Marion and surrounding eight counties).

Presented by

Vanessa Stiles
PO Box 199114
Indianapolis, IN 46219
317.696.7102
vstiles@wearevictorysun.com

City of Carmel

ONE CIVIC SQUARE
 CARMEL, INDIANA 46032-2584
 FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

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

Page 1 of 1
 PURCHASE ORDER NUMBER
104111
 THIS NUMBER MUST APPEAR ON INVOICES, A/P
 VOUCHER, DELIVERY MEMO, PACKING SLIPS,
 SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
7/8/2020			363028	ADDITIONAL SERVICES -EVENT PLANNING, MEDIA PLANNING & PUBLIC RELATIONS

VICTORY SUN INC Community Relations
 VENDOR PO BOX 199114 SHIP TO 1 Civic Square
 INDIANAPOLIS, IN 46219 - Carmel, IN 46032-

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
48075				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1203 Fund: 101 General Fund
 Account: 43-590.03

1 Each	ADDITIONAL SERVICES - PUBLIC RELATIONS, MEDIA AND EVENT PLANNING SERVICES	\$11,700.00	\$11,700.00
		Sub Total	\$11,700.00



Send Invoice To:
Community Relations
 1 Civic Square
 Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

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

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

PAYMENT \$11,700.00
 * A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A
 PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN
 AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN
 THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY Nancy S. Heck Nancy Heck Director
 James Crider Director of Administration

CONTROL NO. 104111

TITLE
 CONTROLLER

AGREEMENT FOR PURCHASE OF GOODS AND SERVICES

THIS AGREEMENT FOR PURCHASE OF GOODS AND SERVICES ("Agreement") is hereby entered into by and between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety ("City"), and CityInk Company, an entity duly authorized to do business in the State of Indiana ("Vendor").

TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:**
Vendor acknowledges that it has read and understands this Agreement, and agrees that its execution of same constitutes its acceptance of all of the Agreement's terms and conditions.
2. **PERFORMANCE:**
City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 43-593.00 funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.
3. **PRICE AND PAYMENT TERMS:**
 - 3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than Twenty Thousand Nine Hundred Twenty Dollars (\$20,920.00) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within thirty-five (35) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.
 - 3.2 Vendor agrees not to provide any Goods and Services to City that would cause the total cost of the Goods and Services provided by Vendor to City hereunder to exceed the Estimate, unless City has previously agreed, in writing, to pay an amount in excess thereof.
4. **WARRANTY:**
Vendor expressly warrants that the Goods and Services covered by this Agreement will conform to those certain specifications, descriptions and/or quotations regarding same as were provided to Vendor by City and/or by Vendor to and accepted by City, all of which documents are incorporated herein by reference, and that the Goods and Services will be delivered in a timely, good and workmanlike manner and free from defect. Vendor acknowledges that it knows of City's intended use and expressly warrants that the Goods and Services provided to City pursuant to this Agreement have been selected by Vendor based upon City's stated use and are fit and sufficient for their particular purpose.
5. **TIME AND PERFORMANCE:**
This Agreement shall become effective as of the last date on which a party hereto executes same ("Effective Date"), and both parties shall thereafter perform their obligations hereunder in a timely manner. Time is of the essence of this Agreement.

6. DISCLOSURE AND WARNINGS:

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

7. LIENS:

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

8. DEFAULT:

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

9. INSURANCE AND INDEMNIFICATION:

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

Vendor further agrees to indemnify, defend and hold harmless City and its officers, officials, agents and employees from all claims and suits of whatever type, including, but not limited to, all court costs, attorney fees, and other expenses, caused by any act or omission of Vendor and/or of any of Vendor's agents, officers, employees, contractors or subcontractors in the performance of this Agreement. These indemnification obligations shall survive the termination of this Agreement.

10. GOVERNMENT COMPLIANCE:

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

11. NONDISCRIMINATION:

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

12. E-VERIFY:

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

13. NO IMPLIED WAIVER:

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

14. NON-ASSIGNMENT:

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

15. RELATIONSHIP OF PARTIES:

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

16. GOVERNING LAW; LAWSUITS:

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

17. SEVERABILITY:

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

18. NOTICE:

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

If to City:	City of Carmel One Civic Square Carmel, Indiana 46032	<u>AND</u>	Douglas C. Haney, Corporation Counsel Department of Law One Civic Square Carmel, Indiana 46032
-------------	---	-------------------	--

If to Vendor:	CityInk Company PO Box 770307 Memphis, Tennessee 38177
---------------	--

Notwithstanding the above, notice of termination under paragraph 19 hereinbelow shall be effective if given orally, as long as written notice is then provided as set forth hereinabove within five (5) business days from the date of such oral notice.

19. TERMINATION:

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

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

19.3 The City may terminate this Agreement pursuant to Paragraph 11 hereof, as appropriate.

20. REPRESENTATIONS AND WARRANTIES

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

21. ADDITIONAL GOODS AND SERVICES

Vendor understands and agrees that City may, from time to time, request Vendor to provide additional goods and services to City. When City desires additional goods and services from Vendor, the City shall notify Vendor of such additional goods and services desired, as well as the time frame in which same are to be provided. Only after City has approved Vendor's time and cost estimate for the provision of such additional goods and services, has encumbered sufficient monies to pay for same, and has authorized Vendor, in writing, to provide such additional goods and services, shall such goods and services be provided by Vendor to City. A copy of the City's authorization documents for the purchase of additional goods and services shall be numbered and attached hereto in the order in which they are approved by City.

22. TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Paragraph 19 hereinabove, this Agreement shall be in effect from the Effective Date through December 31, 2020 and shall, on the first day of each January thereafter, automatically renew for a period of one (1) calendar year, unless otherwise agreed by the parties hereto.

23. HEADINGS

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

24. BINDING EFFECT

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

25. NO THIRD PARTY BENEFICIARIES

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

26. DEBARMENT AND SUSPENSION

26.1 The Vendor certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Vendor.

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

27. IRAN CERTIFICATION
Pursuant to I.C. § 5-22-16.5, the Vendor shall certify that, in signing this Agreement, it does not engage in investment activities within the Country of Iran.
28. ADVICE OF COUNSEL:
The parties warrant that they have read this Agreement and understand it, have had the opportunity to obtain legal advice and assistance of counsel throughout the negotiation of this Agreement, and enter into same freely, voluntarily, and without any duress, undue influence or coercion.
29. ENTIRE AGREEMENT:
This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Vendor and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 16 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

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

CITY OF CARMEL, INDIANA

CityInk Company

by and through its Board of Public
Works and Safety

By:

By:

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, Clerk

Date: _____

Authorized Signature

Printed Name

Title

FID/TIN: 26-0338569

Last Four of SSN if Sole Proprietor: _____

Date: 7.13.2020

Below please find our quotation on reprint of the Carmel book.

Reprint of Carmel 'round about right. Editorial only. (136 pages + board + cover + ends + Jacket)
Individually shrink wrapped, 10 per carton and palletized.

500	\$11,700.00
1000	\$15,120.00
1500	\$17,670.00
2000	\$20,920.00

Delivered to 46032 in approximately 8-10 weeks.

Terms: 50% with order balance with receipt of a reprint.

Thank you,

Jacques

Jacques Verhaak, CFO
CityInk Company
Publishing Resources Group
Urban Renaissance Books
American Image Books
Books a La Carte
PO Box 770307
Memphis, TN 38177

901-483-1001

Jacques.verhaak@cityink.com

www.cityink.com

cityink.com 

EXHIBIT
A (1 of 1)

EXHIBIT B Invoice

Date: _____

Name of Company: _____

Address & Zip: _____

Telephone No.: _____

Fax No.: _____

Project Name: _____

Invoice No. _____

Purchase Order No: _____

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

Signature

Printed Name

EXHIBIT C INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

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

Property damage, contractual liability, products-completed operations:

General Aggregate Limit (other than Products/Completed Operations):	\$500,000
Products/Completed Operations:	\$500,000

Personal & Advertising Injury

Policy Limit:	\$500,000
Each Occurrence Limit:	\$250,000
Fire Damage (any one fire):	\$250,000
Medical Expense Limit (any one person):	\$ 50,000

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

Bodily Single Limit:	\$500,000 each accident
Injury and property damage:	\$500,000 each accident
Policy Limit:	\$500,000

Umbrella Excess Liability

Each occurrence and aggregate:	\$500,000
Maximum deductible:	\$ 10,000

Jacques G. Verhaak
President/CFO
CityInk Company
PO Box 770307
Memphis, TN 38177

901-483-1001

jacques.verhaak@cityink.com

cityink.com 

July 13, 2020

Mayor Jim Brainard
City of Carmel
1 Civic Square
Carmel, IN 46032

Dear Mayor Brainard;

We have no employees but strictly use independent (W-9) contractors for all our work, mainly because our business moves from city to city. Last year we used 15 contractors to complete our two books (Knoxville, TN and Austin TX) each getting a 1099MISC at the end of the year. I am the President/CFO of CityInk Company (and have been for the last 15 years), a Tennessee Corporation, and also remunerated as an independent contractor.

Sincerely,



City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

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

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

Page 1 of 1

PURCHASE ORDER NUMBER

104123

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
7/10/2020			374983	

CITYINK COMPANY **Community Relations**
VENDOR PO BOX 770307 **SHIP TO 1 Civic Square**
Carmel, IN 46032-
MEMPHIS, TN 38177--0307

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
48107				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

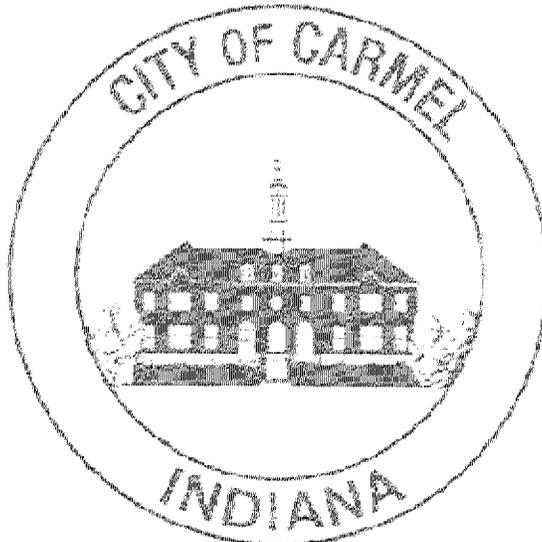
Department: 1203 Fund: 101 General Fund

Account: 43-593.00

1 Each

REPRINT OF ROUND ABOUT RIGHT BOOK

\$20,920.00
Sub Total \$20,920.00



Send Invoice To:
Community Relations

1 Civic Square
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

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

SHIPPING INSTRUCTIONS

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

PAYMENT

\$20,920.00

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

ORDERED BY

Nancy S. Heck

Nancy Heck
Director

TITLE

CONTROLLER

James Crider

James Crider
Director of Administration

CONTROL NO. 104123

Approved By 



WATER REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF CARMEL, INDIANA AND LAUTH CONSTRUCTION L.L.C.

This Agreement is entered into by and between the City of Carmel, Indiana by and through its Board of Public Works and Safety (hereinafter "City") and Lauth Construction L.L.C., (hereinafter "Lauth") on this 1 day of JULY, 2020.

WITNESSETH:

WHEREAS, the city has duly adopted and enacted City Code Chapter 9, Division II, Sections 9-25 through 9-44 (collectively, the "Ordinance") that provides in part for the reimbursement from the "Water Availability – Mains Fund" of private funds expended to extend and oversize the water distribution system, as well as the method of reimbursement ; and

WHEREAS, Lauth desires to extend the off-site water distribution system for Carmel Medical Arts Pavillion (the "Development") as follows:

- A. Construction Materials – SEE ATTACHED EXHIBIT "A"

As per certified Construction Drawings from American Structure Point, Inc. entitled "Carmel Medical Arts Pavillion" on file at the Carmel Water Distribution Office

WHEREAS, Lauth desires to receive refunding of reimbursable monies expended on the Water Extension, pursuant to the Ordinance.

NOW THEREFORE, the parties agree as follows:

- A. The foregoing recitals are hereby incorporated herein and made part thereof.
- B. This written agreement is entered into subsequent to the completion of construction of the Water Extension.
- C. Lauth shall advance the sum of \$47,180 to or on behalf of the City to pay for the offsite water main extension (the "Water Extension"), the description of which is as follows: "Carmel Medical Arts Pavillion Water Main Extentsion".
- D. The City has determined that the above expenditure is necessary to provide water to current and future developments and to meet the requirements of the City.
- E. The City and Lauth agree that Lauth shall be entitled to reimbursement of the sum of \$18,630 pursuant to and in accordance with the terms of the Ordinance, such monies to be paid solely from the "Water Availability – Mains Fund" established by acreage availability charges assessed by the Ordinance.
- F. The City's sole obligation hereunder shall be to repay the above sum or such portion of the above sum as may be available for payment from monies deposited in the "Water Availability – Mains Fund" only, in accordance with the payment provisions set forth in the Ordinance, and the City does not incur any liability whatsoever for the repayment of same other than to make such payments as are

properly available under the Ordinance from monies deposited in the "Water Availability – Mains Fund".

- G. Subject to the terms of the Ordinance and this Agreement, payments from the "Water Availability – Mains Fund" to Lauth towards the satisfaction of the sum set forth above shall be made on a quarterly basis. Such payments to Lauth shall be prior to any other payments from the "Water Availability – Mains Fund" to any other persons pursuant to similar agreements entered into subsequent to the date of this Agreement.
- H. The City does not guarantee Lauth the advanced funds referenced herein will be fully reimbursed.
- I. Lauth agrees to comply with all present and future federal, state and local laws, executive orders, rules, regulations, codes and ordinances which are applicable to Lauth's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. Lauth agrees to indemnify and hold harmless City from any all losses, damages costs, attorney fees and/or liabilities resulting from any violation by Lauth and/or its employees of such law, order, rule, regulation, code or ordinance. This indemnification obligation shall survive the termination of this Agreement.
- J. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, except for its conflict of laws provision, as well as by all City ordinances and codes. The parties further agree that, in the event a lawsuit is filed hereunder, they agree to file such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.
- K. shall indemnify and hold harmless City and its officers, officials, employees, agents, and assigns from any and all losses, liabilities, claims, judgments and liens including, but not limited to, all damages, costs, expenses and attorney fees arising out of any intentional or negligent act or omission of Lauth and/or any of its employees and, except for intentional misconduct of its agents, outside sources, contractors or subcontractors, in the performance of the Water Extension and/or this Agreement. This indemnification obligation shall survive the termination of the Agreement.
- L. Lauth represents and warrants that it and each of its employees agents, contractors, subcontractors, and outside sources shall comply with all existing and future laws of the United States, the State of Indiana and city, prohibiting discrimination against any employee, applicant for employment and/or other person in the subcontracting for work and/or in the performance of any work on the Water Extension as contemplated by this Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, subcontracting or work performance hereunder because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status or Vietnam era veteran status. The City reserves the right to collect a penalty as provided in IC 5-16-16-1 for any person so discriminated against. This indemnification obligation shall survive the termination of the Agreement.

- M. Lauth shall not cause or permit the filing of any lien on any of City's property. In the event such a lien is filed of record and Lauth fails to remove it within thirty (30) days after the date of filing thereof, by payment or bonding, the City shall have the right to pay such lien or obtain such bond, all at Lauth's sole cost and expense. Lauth shall indemnify and hold harmless the City from any all such liabilities, losses, claims, costs, attorney fees, expenses and/or damages incurred by the City in connection with any such lien or the removal thereof. This indemnification obligation shall survive the termination of this Agreement.
- N. If any provision or portion of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that provision or portion thereof shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provision shall continue in full force and effect.
- O. The terms, conditions and obligations of this Agreement shall be binding on the City and Lauth, and their respective officers, officials, agents, partners, successors and assigns.
- P. This Agreement contains the entire agreement of and between the parties hereto with respect to the subject matter hereof, and no prior agreement, understanding or representation pertaining to such subject matter, written or oral, shall be effective for any purpose. No provision of this Agreement may be amended, added to or subtracted from except by an agreement in writing signed by both parties hereto and/or their respective successors in interest.
- Q. Each party hereto represents and warrants that it is authorized to enter into this Agreement and that any person or entity executing This Agreement on behalf of such party has the authority to bind such party or the party which they represent, as the case may be.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

LAUTH CONSTRUCTION L.L.C.

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

BY:



Authorized Signature

BY:

Mayor James Brainard

Ryan G. Thomas
Printed Name

Date: _____

Vice-President
Title

Mary Ann Burke, Member

Date: 7-1-2020

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang
City Clerk

Date: _____

EXHIBIT "A"



AMERICAN
STRUCTUREPOINT
INC.

ENGINEER'S OPINION OF CONSTRUCTION COST

Carmel Medical Arts Pavilion
Water Main Cost Estimate
ASI Project No.: 2017.02968
Date: 6/24/2020

12" WATER MAIN PROBABLE COST	
Total:	\$47,180.00

12" WATER MAIN				
12" DI Pipe	314.00	LFT	\$120.00	\$37,680.00
12" x 12" x 8" Tee	2.00	EA	\$2,500.00	\$5,000.00
12" Valve	2.00	EA	\$2,000.00	\$4,000.00
12" End Cap	1.00	EA	\$500.00	\$500.00
<i>12" Water Main Subtotal</i>				<i>\$47,180.00</i>

8" WATER MAIN				
8" DI Pipe	314.00	LFT	\$75.00	\$23,550.00
8" x 8" x 8" Tee	2.00	EA	\$1,200.00	\$2,400.00
8" Valve	2.00	EA	\$1,200.00	\$2,400.00
8" End Cap	1.00	EA	\$200.00	\$200.00
<i>8" Water Main Subtotal</i>				<i>\$28,550.00</i>

**STREET SMART LLC
MASTER SOFTWARE-AS-A-SERVICE AGREEMENT**

This Master Street Smart Software-as-a-Service (“SaaS”) Agreement (“Agreement”) is entered into as of the last date of signature on the signature page of this Agreement (“Effective Date”) by and between **Street Smart LLC**, a Delaware limited liability company with its principal office located 204 Caughman Farm Lane Suite 201 Lexington, SC 29072 (“Street Smart”), and the following:

Customer Name: **Hamilton County Sheriff’s Office** (“Customer”)
Address: 18100 Cumberland Rd.
Noblesville, IN. 46060

RECITALS

WHEREAS, Street Smart is the owner of certain computer software programs, including its Street Smart software application (“Software”), and also provides configuration training, and other services related to the Software or purchased by Customer hereunder (“Services”);

WHEREAS, the Software enables law enforcement agencies to exchange information necessary for daily law enforcement activities by providing real time data which allows police officers to pinpoint crimes, patterns, and incidents, thus allowing for, among other things, more expeditious crime fighting;

WHEREAS, Street Smart provides to customers, access to the Software by way of its centrally web-hosted platform on a subscription basis as a Software-as-a-Service (SaaS) offering, as an alternative to self-hosting or obtaining a perpetual license with managed hosting services;

WHEREAS, the Software can be configured to provide for data from various information feed sources to meet the Customer’s needs;

WHEREAS, Customer now desires Street Smart to provide, and Street Smart desires to provide, Customer with access to the Software by way of Street Smart’s SaaS offering;

WHEREAS, Customer desires to use its Street Smart SaaS Solution as a regional information sharing site by allowing certain other law enforcement agencies in Hamilton County identified in Schedule C, who desire to use Street Smart to join Customer’s regional information sharing site (“Participating Agencies”) under the terms and conditions set forth below; and

WHEREAS, Street Smart and Customer may sometimes be referred to herein each as “Party” or together as “Parties.”

NOW, THEREFORE, based on the foregoing premises and the promises set forth below, the Parties agree as follows:

AGREEMENT

1. Grant of License.

1.1. License Grant. During the Term, and subject to the terms and conditions of this Agreement, Street Smart hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable, license, on a subscription basis only, without the right to grant sublicenses, to access and use the Software via Street Smart’s web-based platform, over the Internet, as a SaaS

solution, solely to support Customer's normal course of business, as configured by Street Smart in accordance with Sections 2 and 3 below ("Solution"). The license is limited for use by Sworn Officers to the numbers set forth at Schedule A and at each Schedule D. Additional license fees will apply if Customer or Participating Agencies desire to add more Sworn Officers. Civilian workers that are directly employed by Customer or Participating Agencies that have been listed on an executed Schedule D may also use the Solution. Other than as expressly provided for herein, neither Customer nor any Participating Agency shall provide any third-party access to the Software or Solution without Street Smart's prior written consent. The license granted in this Section 1 shall also include modifications to the Solution or Software that Street Smart may make available to the Services that Customer procures from Street Smart.

1.2 Restrictions on Use. Customer and each Participating Agency shall not, and shall not permit others to, without Street Smart's prior written consent: (i) exceed the number of permitted Sworn Officers set forth on Schedule A and corresponding Schedule D; (ii) license, sublicense, sell, resell, distribute, rent, lease, assign or transfer the Software or Solution to any third party; (iii) modify, customize, reverse engineer, adapt, reverse assemble, reverse compile or create derivative works of the Software or Solution or any part thereof; or (iv) use the Software to harass, abuse, threaten, infringe intellectual property, or otherwise cause harm to Street Smart or any third parties.

1.3 Participating Agencies. Each Participating Agency set forth on Schedule C having executed the Participating Agency Acknowledgement and Agreement ("Acknowledgement and Agreement") set forth at Schedule D and having paid such agency's corresponding fees to Street Smart will have access and use of the Solution, subject to the terms and conditions of this Agreement.

2. **Initial Set Up and Configuration Services and Service Start Date; Participating Agencies.**

2.1. Set Up and Configuration. Upon execution of this Agreement, the Parties will work together to define Customer's needs for configuring the SaaS Solution. Street Smart's standard initial set-up includes training and connection to one feed (e.g., computer aided dispatch (CAD), records management system (RMS), or offender data base) as set forth on Schedule A. If Customer desires additional feeds, configuration or customization, a Statement of Work will be entered into and additional fees will apply, as set forth in Section 3 below. The service start date shall be the first to occur of (i) 120 days from the Effective Date of this Agreement, or (ii) completion of the Initial Set Up and Configuration Services under this Section 2.1 ("Service Start Date").

2.2. Provisioning Participating Agencies. Customer agrees that Street Smart may provision each Participating Agency on the Street Smart Solution by: (i) granting each Participating Agency access to the Solution for the purpose of using the Solution as a regional information sharing site in accordance with this Agreement; (ii) connecting one or more of the Participating Agency's feed(s) (e.g., computer aided dispatch (CAD), records management system (RMS) or offender data base) to Customer's Solution, if any, as mutually agreed by the parties; and (iii) requiring each Participating Agency to execute the Acknowledge and Agreement form set forth at Schedule D in accordance with Section 2.3 below.

2.3. Participating Agency Agreements. Each Participating Agency shall execute the Acknowledgement and Agreement form set forth at Schedule D and pay the corresponding fees to Street Smart in order to acquire access to and use of the Solution. Street Smart shall have complete discretion as to the pricing it charges Participating Agencies. Upon execution of the Acknowledgement and Agreement form by Participating Agency, Street Smart will provision each Participating Agency on the Solution and provide access to the Participating Agency.

2.4. Customer Agreements with Participating Agencies. Other than the Acknowledgement and Agreement form set forth at Schedule D, Street Smart is not responsible for any other agreement,

memorandum of understanding (MOU) or similar document between Customer and the Participating Agencies concerning access and use of the Solution. If Customer desires a MOU or similar document between it and each Participating Agency, it shall be Customer's obligation to initiate and obtain same.

2.5. Sharing of Customer and Participating Agency Data. Customer and each Participating Agency shall acknowledge and agree that Customer's Solution is being used as a regional information sharing site. Consequently, all data of Customer or any Participating Agency will be available across the Solution to Customer and all Participating Agencies.

3. **Professional Services and Statements of Work.** If additional Services are requested of Street Smart beyond the scope of the initial set up and configuration services set forth in Section 2 above, the Parties will enter into a mutually agreed upon Statement of Work ("SOW") identifying the Services and tasks to be performed by Street Smart, and set forth an estimate of the hours and corresponding fees for such Services. Unless otherwise set forth in the SOW, all Services will be provided by Street Smart on a "time and material" basis at the rates identified in the SOW.

4. **Customer Support.** During the Term, Street Smart will provide Customer with the ability to report technical issues 24 x 7 for the Software/Solution. Response times to resolve issues are set forth at Street Smart's Customer Support Policy, attached hereto as Schedule B. Telephone support shall be available to not more than three (3) named callers. Street Smart support includes troubleshooting, basic usability and navigation assistance. If applicable, Customer agrees to provide Street Smart access to production systems for purposes of customer support.

5. **Service Level Agreement.** Street Smart will provide the Services in accordance with the Service Level Agreement attached hereto as Schedule B.

6. **Fees and Payment Terms.**

6.1 Payment Terms. Fees and payment terms for the Initial Term of the Agreement are set forth in Schedule A and will be paid to Street Smart by Customer. Each Participating Agency will be responsible for its Fees as set forth in the corresponding Acknowledgement and Agreement. Fees for Services for any renewal term ("Renewal Term") will be invoiced by Street Smart prior to the expiration of the Initial Term or any Renewal Term. If Customer, or any Participating Agency, chooses to not renew its Services, it will provide Street Smart with written notice of such decision at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. Street Smart will invoice Customer as set forth at Schedule A, and each Participating Agency as set forth in its corresponding Acknowledgement and Agreement. Fees are due within thirty (30) days after receipt of Street Smart's invoice. Unless otherwise instructed by Customer in writing, Street Smart shall send all invoices to the address specified at the introduction paragraph of this Agreement. Invoices to Participating Agencies will be sent to the address set forth in the corresponding Acknowledgement and Agreement.

6.2 Expenses. Street Smart shall be reimbursed for previously-approved reasonable travel expenses incurred while performing Services hereunder. Such expenses are not included in any estimate or SOW unless expressly itemized.

6.3 Cancellation or Rescheduling of Meetings or Travel. If meetings are rescheduled or cancelled by Customer after Street Smart travel expenses have been incurred, Customer is responsible for penalties or other costs associated with changing or cancelling airline tickets. If services engagements are rescheduled or cancelled by Customer with less than twenty-four (24) hours' notice

to Street Smart, Customer is responsible for payment of eight (8) consulting hours plus any incurred travel expenses.

6.4 Interest. Street Smart may charge a service fee on late payments of the lesser of 2% per month or the highest rate allowable under law.

6.5 Taxes. Customer hereby asserts that it is exempt from the payment of taxes that might be applicable to the Services procured hereunder.

7. **Ownership.**

7.1 Solution. Customer acknowledges and agrees that it is acquiring only the right to access and use the SaaS Services, Solution and underlying Software licensed under this Agreement. Street Smart, or its licensors as the case may be, is the owner of all right, title, and interest in and to the Software and Solution and all components and copies thereof, all modifications thereto (including derivative works based on the Solution or underlying Software application), and changes to the Solution made by Street Smart pursuant to this Agreement, and all of the intellectual property rights in and to all of the foregoing. In no event shall title to all or any part of the Solution or underlying Software applications pass to Customer. Customer agrees that, as between the Parties, the Solution, all underlying Software applications, and all copies (in whole or part) shall remain the exclusive property of Street Smart, or its licensors as the case may be, and may not be copied or used except as expressly authorized by this Agreement. Any rights not expressly granted to Customer under this Agreement are retained by Street Smart.

7.2 Documentation and Training Materials. All Street Smart documentation and training materials provided by Street Smart hereunder, and all modifications thereto and intellectual property rights therein, shall be the sole and exclusive property of Street Smart. Customer may make copies of such documentation and training materials for its reasonable and ordinary internal training purposes for itself and Participating Agencies only. All proprietary rights notices contained on the Street Smart documentation and training materials shall be reproduced on any copies. Subject to applicable open records laws, no copies of Street Smart documentation or training materials shall be provided to any third party or competitor of Street Smart.

7.3 Customer Data.

(a) Customer hereby represents and warrants to Street Smart that it is the owner or licensee of all data and content entered into the Solution/Services ("Customer Data"). Customer acknowledges and agrees that it is solely responsible and liable for the Customer Data and its use of the Customer Data, including any data obtained or entered into the Solution by a third party. Customer further acknowledges and agrees that Street Smart is merely a provider of the SaaS Services and the Solution on which the Customer Data resides, is not an authoritative source of the Customer Data, and is in no way responsible or liable to Customer or any third party for the Customer Data. Therefore, Customer will use due diligence to validate the Customer Data that resides in the Solution prior to taking action on such data. Customer shall ensure compliance with all applicable laws and regulations, including 28 CFR Part 23 and the Criminal Justice Information Services ("CJIS") requirements with respect to the Customer Data, and acknowledges and agrees that Street Smart shall have no responsibility or liability with respect to Customer or the Customer Data being compliant with such regulations. Customer further represents and warrants to Street Smart that the Customer Data, or Customer's use of the Customer Data in the Software/Solution, does not violate or constitute the infringement of any patent, copyright, trademark, trade secret, right of privacy, right of publicity, moral rights, or other intellectual property right recognized by any applicable jurisdiction of any person or entity, violate the civil rights of any individual, or otherwise constitute the breach of any agreement with any other person or entity.

Customer further represents and warrants that the Customer Data does not contain any illegal, threatening, harassing, libelous, false, defamatory, offensive, or other material that would violate applicable law or regulation.

(b) Customer hereby authorizes Street Smart to access and use the Customer Data for the sole purpose of providing the Solution and Services hereunder. Street Smart will not share the Customer Data with any third parties, subject to Section 12.2 herein, or modify any of the Customer Data without Customer's express written consent. Access to the Customer Data by Street Smart's authorized representatives shall be conducted in a safe, secure, and reliable manner.

8. Limited Warranty; Customer Obligations.

8.1. Software/Solution Warranties.

(a) Street Smart hereby represents and warrants to Customer (i) that the Solution provided under this Agreement will conform in all material respects as described in Street Smart's published documentation ("Documentation") and to Customer specifications that Street Smart has agreed to in writing and incorporated into this Agreement ("Specifications"); (ii) that Street Smart has the legal right to enter into and perform its obligations under this Agreement; and (iii) that, at the time of Customer access, to the best of Street Smart's knowledge, the Solution provided under this Agreement does not violate or in any way infringe upon the intellectual property rights of any third party. For purposes of this Agreement, "knowledge" of a business entity shall mean the actual knowledge of its executive officers and key managers. Customer must promptly report any defects in the Solution to Street Smart in writing in order to receive the warranty remedy set forth in this Section 8.1(a).

(b) Customer's sole remedy, and Street Smart's sole obligation, under this Software/Solution warranty shall be, at Street Smart's discretion, to provide a work around or correction for, or replace, any defective or nonconforming Solution so as to enable the Solution to materially conform to the Documentation and Specifications or otherwise as warranted above. All issues will be worked in accordance with support timelines set forth in Schedule B. If Street Smart does not provide a work around or correction for, or replace, the Solution so that it materially conforms to the Documentation and Specifications within the resolution time provided by Street Smart to Customer, then Street Smart will, upon Customer's written request for cancellation of the order, terminate the license and refund the license fee that was paid by Customer to Street Smart for the order.

(c) Street Smart shall have no obligation under this warranty if the Solution has been used other than in accordance with this Agreement or the Documentation and Specifications.

(d) THE REMEDIES SET FORTH IN THIS SECTION 8.1 ARE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THE WARRANTIES GIVEN BY STREET SMART UNDER THIS SECTION 8.1. STREET SMART AND ITS SUPPLIERS MAKE NO WARRANTIES OR CONDITIONS TO ANY PERSON OR ENTITY WITH RESPECT TO THE SOFTWARE OR SOLUTION (OTHER THAN THOSE SET FORTH IN THIS SECTION 8.1) OR ANY DERIVATIVES THEREOF AND DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFORMATIONAL CONTENT, SYSTEM INTEGRATION, OR ENJOYMENT.

8.2 Services Warranties.

(a) Street Smart warrants to Customer that any professional services for a particular SOW will be performed in a manner consistent with generally accepted industry practices. Customer must report any deficiencies in the Services to Street Smart in writing within ninety (90) days of completion of

the Services for that particular SOW or order in order to receive the warranty remedy set forth in this Section 8.2.

(b) If the Services are not performed in a manner consistent with generally accepted industry practices, then Street Smart's sole obligation under this service warranty shall be to re-perform the defective services at no cost to Customer. For any breach of the services warranty set forth in this Section 8.2, Customer's sole remedy, and Street Smart's sole liability, shall be the re-performance of the Services at no cost to Customer, and if Street Smart fails to re-perform the Services as warranted within the resolution time mutually agreed upon by Street Smart and Customer, Customer shall be entitled to a refund of the fees paid by Customer to Street Smart for the deficient services and to immediately terminate the particular statement of work without liability.

(c) STREET SMART AND ITS SUBCONTRACTORS MAKE NO WARRANTIES OR CONDITIONS TO ANY PERSON OR ENTITY WITH RESPECT TO THE SERVICES (OTHER THAN THOSE SET FORTH IN THIS SECTION 8.2) AND DISCLAIM ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS OF WORKMANSHIP, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8.3 Customer's Actions. In the event that Customer is required to provide any information or take any actions to facilitate the access and use of the Services and/or Solution, Customer will use good faith efforts to provide Street Smart with the required information or take the required actions in a timely manner.

9. LIMITATION OF LIABILITY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, THE SAAS SERVICES, SOFTWARE AND SOLUTION ARE PROVIDED BY STREET SMART TO CUSTOMER ON AN "AS IS" BASIS. UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, STREET SMART DOES NOT WARRANT THAT THE SOFTWARE OR SOLUTION WILL BE UNINTERRUPTED OR ERROR FREE OR MAKE ANY WARRANTY AS TO THE RESULTS OBTAINED FROM THE USE OF THE SOFTWARE OR SOLUTION. IN NO EVENT SHALL STREET SMART OR ITS LICENSORS, AFFILIATES, CONTRACTORS, MANAGERS, MEMBERS OR THEIR RESPECTIVE EMPLOYEES OR AGENTS BE LIABLE FOR LOSS OR INACCURACY OF DATA OR SYSTEM USE, DOWNTIME, GOODWILL, PROFITS OR OTHER BUSINESS LOSS, OR ANY OTHER INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES IN CONNECTION WITH CUSTOMER'S USE OF THE SAAS SERVICES, SOFTWARE OR SOLUTION, STREET SMART'S PROVISION OF ANY PROFESSIONAL SERVICES, OR THIS AGREEMENT, UNDER CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY. THIS LIMITATION SHALL APPLY EVEN IF STREET SMART HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT, AND THAT THIS LIMITATION WILL APPLY REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EXCEPT FOR THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF STREET SMART, IN NO EVENT SHALL THE TOTAL LIABILITY OF STREET SMART AND ITS AFFILIATES, INCLUDING BUT NOT LIMITED TO DAMAGES OR LIABILITY ARISING OUT OF CONTRACT, TORT, BREACH OF WARRANTY, INFRINGEMENT OR OTHERWISE, EXCEED THE FEES PAID FOR THE SOFTWARE, SOLUTION OR SERVICES, ON A PER-ORDER BASIS, WHICH ARE THE DIRECT CAUSE OF THE DAMAGES OR LIABILITY

CLAIMED. IN NO EVENT SHALL STREET SMART HAVE ANY LIABILITY FOR CUSTOMER'S MISUSE OR FAILURE TO USE THE SOLUTION.

10. Indemnification

10.1 General Indemnification. To the extent authorized by applicable law, each Party (the "Indemnifying Party") shall indemnify and hold harmless the other against any and all third party claims of personal injury or property damage to the extent such damages are caused by such Party's gross negligence or willful misconduct. Customer will cooperate and assist Street Smart in defending any third party claim resulting in any way from Customer's actions or Customer Data. The Indemnifying Party shall pay any and all damages awarded against or otherwise incurred by the other Party in connection with or arising from any such claim, suit, action, or proceeding. A Party shall be entitled to indemnification only if (a) within 15 days of its discovery of a potential claim it notifies the other in writing of such claim in sufficient detail to enable the Indemnifying Party to evaluate the claim; (b) the Party cooperates in all reasonable respects with the investigation, trial and defense of such claim and any appeal arising therefrom; and (c) it works with the Indemnifying Party in good faith and agrees to give the Indemnifying Party reasonable input into the resolution or settlement of any claim.

10.2 Infringement. Street Smart will defend, indemnify and hold harmless Customer against any and all third party claims that the Software or Solution infringes any registered U.S. copyrights of such third party that are issued as of the delivery date of the Solution to Customer. Street Smart shall pay any and all costs, damages, and expenses, including, without limitation, reasonable attorneys' fees and costs awarded against or otherwise incurred by Customer in connection with or arising from any such claim, suit, action, or proceeding. Customer shall be entitled to indemnification only if (a) within 15 days of its discovery of a potential claim it notifies Street Smart in writing of such claim in sufficient detail to enable the Street Smart to evaluate the claim, and (b) Customer cooperates in all reasonable respects, at Street Smart's cost and expense, with the investigation, trial and defense of such claim and any appeal arising therefrom. Should the Solution become, or in Street Smart's opinion be likely to become, the subject of such a claim of misappropriation or infringement, Street Smart at its sole option, shall either: (a) procure for Customer the right to continue using the Solution, (b) replace such Solution with functionally-equivalent software, or modify such Solution to make it non-infringing, or (c) if neither option (a) nor (b) is reasonably available, terminate this Agreement and refund any pre-paid fees to Customer, pro-rated for the balance remaining in the then-current subscription term. Street Smart shall have no liability with respect to infringement of any proprietary right, except as set forth in this Section 10.2.

11. Term and Termination.

11.1 Term. This Agreement shall commence as of the Effective Date and continue in full force and effect for the three (3) year Initial Term set forth in Schedule A, and automatically renew annually thereafter, each a Renewal Term, unless otherwise terminated in accordance with Section 11.2 below.

11.2 Termination. This Agreement may be terminated as follows:

11.2.1 Termination for Convenience. If either Party desires to discontinue any Services under this Agreement beyond the Initial Term, the Party may do so by providing written notice of non-renewal of the particular Services at least thirty (30) days prior to the end of the Initial Term or any Renewal Term. There is no termination for convenience during the Initial Term set forth at Schedule A or any Renewal Term.

11.2.2 Termination for Cause.

- (a) Either Party may terminate this Agreement if the other Party breaches any of the material terms and fails to cure such breach within 30 days after receipt of written notice of such breach, or, if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured.
- (b) Either Party may terminate this Agreement if the other Party (i) becomes insolvent, (ii) makes an assignment for the benefit of creditors, (iii) files or has filed against it a petition in bankruptcy or seeking reorganization, (iv) has a receiver appointed, or (v) institutes any proceedings for the liquidation or winding up; provided, however, that, in the case any of the foregoing is involuntary, such Party shall only be in breach if such petition or proceeding has not been dismissed within 90 days.
- (c) If the breaching Party cures any such breach as provided herein, this Agreement shall continue unabated and the breaching Party shall not be liable to the other for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.

11.3 Effect of Termination. Upon termination or expiration of this Agreement, Street Smart shall have the right to terminate Customer's access to the SaaS Services and Solution and discontinue Services to Customer.

11.4 Data Release. If requested by Customer prior to the termination or expiration of this Agreement, Street Smart will assist Customer with the release or copying of any Customer Data contained within the Solution, subject to Customer signing a data release agreement. Upon such request, Street Smart shall provide a work order to Customer which outlines the level of effort, at the prevailing professional services rates, in support of such data release. Customer shall either accept or reject the work order within thirty (30) days of receipt of said work order. If Customer fails to provide written acceptance or rejection of said work order within thirty (30) days, the work order will be deemed to be rejected, and Street Smart shall have the right to remove, delete, or destroy the Customer Data from the Solution. Unless otherwise directed by Customer, all Customer data is deleted within 90 days or less from contract termination or expiration.

11.5 Survival. The provisions of Sections 6, 7, 8, 9, 10, 11 and 12 shall survive the termination of this Agreement.

12. **General Provisions.**

12.1 Binding Agreement. This Agreement is binding on the heirs, executors, administrators, successors and permitted assigns of the Parties.

12.2 Confidentiality. During the term of this Agreement and at all times thereafter, each Party shall, and shall ensure that its respective directors, officers, employees, contractors and agents hold any and all Confidential Information disclosed by the other Party pursuant to this Agreement in the strictest confidence and in accordance with state and federal law. "*Confidential Information*" shall include without limitation all information and records whether oral or written or disclosed prior to or subsequent to the execution of this Agreement which has been marked "Confidential" or should reasonably be considered confidential, such as patents, utilization review, quality assessment, finances, volume of business, methods of operation, trade secrets, contracts, and prices, and price-related information. Each Party shall destroy any Confidential Information received from the other following the Event for which the Solution has been designed. Each Party agrees that disclosure of the other's Confidential Information other than in

accordance with this Agreement shall cause irreparable injury to the other, and that the other Party shall be entitled to injunctive relief to prevent one another's breach of this Section. Nothing in this Section shall restrict either Party with respect to information or data: (i) that such Party rightfully possessed before it received the information from the other, as evidenced by written documentation of such possession; (ii) that subsequently becomes publicly available through no fault of such Party; (iii) that is subsequently furnished rightfully to such Party by a third party (excluding affiliates of the other) not known to be under restrictions on use or disclosure; (iv) that is required to be disclosed by applicable law (solely to the extent of such requirement), provided that the disclosing Party will exercise reasonable efforts to notify the other prior to disclosure; or (v) that is independently developed by such Party without any confidential information of the other.

12.3 Assignment. This Agreement is not assignable by either Party without the prior written consent of the other. Notwithstanding the foregoing, upon reasonable notice, either party may assign all or any part of its rights and obligations under this Agreement without consent to (a) an entity resulting from any merger, consolidation or other reorganization of the assigning party, (b) any operating entity controlling the assigning party, or owned or controlled, directly or indirectly, by the assigning party, (c) any affiliate of the assigning party, or (d) any of all or substantially all of the assets of the assigning party.

12.4 No Waiver. If either Party waives any breach by the other, it shall not be construed as a waiver of any subsequent breach. Each Party's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.

12.5 Electronic Media. A copy of this Agreement and the signatures affixed hereto transmitted and delivered by facsimile or electronic mail shall be deemed to be originals for all purposes. In addition, either Party may scan or otherwise convert this Agreement into an electronic and/or digital media file, and a copy of this Agreement or the electronic data file produced from any such electronic or digital media format may serve and be given the same legal force and effect as the original.

12.6 Right to Subcontract. Street Smart may subcontract for the provision of certain portions of the Solution under this Agreement. Customer acknowledges and agrees that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Street Smart to provide any service set forth herein to Customer, and bind Customer to said subcontractor(s) with the same force and effect as they bind Customer to Street Smart.

12.7 Entire Agreement. This Agreement, including the attachments hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous oral or written statements, proposals, communications, negotiations, agreements, advertising and marketing including correspondence, brochures and Internet websites.

12.8 Force Majeure. Neither Party shall be held liable for any damages or penalty for delay in the performance of its obligations hereunder when such delay is due to earthquake, flood, fire, hurricane, power failure, tornado, terror, riot, war, or other event or disaster beyond the Party's control, provided the Party uses reasonable efforts seeking to (a) mitigate the consequences and (b) promptly notify the other Party.

12.9 Notices. Any notice required or permitted under this Agreement shall be in writing, shall reference this Agreement and will be deemed given: (i) upon personal delivery to the appropriate address; or (ii) three (3) business days after the date of mailing if sent by certified or registered mail; or (iii) one (1) business day after the date of deposit with a commercial courier service offering next business day service with confirmation of delivery. All communications shall be sent to the contact information set

forth below or to such other contact information as may be designated by a Party by giving written notice to the other Party pursuant to this provision:

To Street Smart: Street Smart LLC
204 Caughman Farm Lane, Suite 201
Lexington, SC 29072
Attn: Cicero G. Lucas IV
Email: RLucas@myfivepoint.com

With copy to: LH Law, LLC
730 Kinlock Court
Columbia, SC 29223
Attn: L. Lee Harris, General Counsel
Email: lee@lhlaws.com

To Customer: Hamilton Count Sherriff's Office
18100 Cumberland Rd.
Noblesville, IN 46060
Attn: Scott McKinney

12.10 Severability. If any provision of this Agreement is determined by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement, and such provisions shall be interpreted so as to effectuate the intent and purpose of the Parties.

12.11 Waiver and Modification. Waiver of any breach or failure to enforce any term of this Agreement shall not be deemed a waiver of any breach or right to enforce which may thereafter occur. Any waiver of any provision of this Agreement shall be effective only if in writing and signed by both Parties.

12.12 Modifications. Any amendment, supplementation or other modification of any provision of this Agreement shall be effective only if in writing and signed by both Parties. It is the intent of the Parties that this Section 12.12 shall expressly apply to exclude any additional or conflicting terms in any purchase order or similar ordering document ("PO") issued by Customer, and requires instead a writing between the Parties that is separate and apart from any such PO to amend or add to this Agreement.

12.13 Relationship of Parties. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of legal association between the Parties and each Party is an independent contractor.

12.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed an original.

12.15 Non-Solicitation of Employees. Each Party agrees that during the term of this Agreement and for a period of two years after its expiration or termination, neither Party will solicit or encourage any employee or consultant to discontinue their employment or engagement with the other Party. This provision shall not apply to employment opportunities of either Party advertised to the general public (e.g., newspaper advertisement, internet advertisement or listing, etc.) to which an employee of either Party may respond.

12.16 Compliance with Laws. The Parties agree to fully comply with all laws and regulations in the performance of this Agreement, including all relevant export and import laws and regulations of the United States. Further, if applicable, Customer agrees to fully comply with 28 CFR Part 23.

12.17 Choice of Law; Dispute Resolution; Jurisdiction; Venue. This Agreement and all amendments, modifications, alterations, or supplements hereto, and the rights of the Parties hereunder shall be construed under, and be governed by, the substantive laws of the State of South Carolina, without regard to any conflict of law provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. If there is a dispute between the Parties relating to this Agreement, the Parties shall first attempt to resolve the dispute by escalating the dispute within their respective organizations. Any litigation arising out of or relating to this Agreement shall take place nonexclusively in the appropriate state or federal court for Lexington County, South Carolina

12.18 Paragraph Headings. The paragraph titles used herein are for convenience of the Parties only and shall not be considered in construing the provisions of this Agreement.

12.19 Publicity. No publicity, including, but not limited to press releases concerning this Agreement, or the relationship between the Parties, shall be issued by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld.

12.20 Order of Precedence; Governing Documents. If a purchase order or similar ordering document is issued by Customer for the Solution and/or Services hereunder, the Parties hereby agree that the terms and conditions of this Agreement shall govern and take precedence over any different or additional terms and conditions of such purchase order or similar document.

12.21 Authority to Bind. Each Party hereby represents and warrants that the Party signing below has full right, power and authority to enter into this Agreement and bind such Party accordingly.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have executed or caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

STREET SMART LLC

HAMILTON COUNTY SHERIFF'S OFFICE

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

**SCHEDULE A
PRODUCTS & PRICING SCHEDULE**

Customer Name and Address: Hamilton County Sheriff's Office ("Customer")
18100 Cumberland Rd.
Noblesville, IN. 46060
Attn: Sheriff Dennis Quakenbush

Prepared By: Kevin Moore
Street Smart Contracts Rep: L. Lee Harris

Initial Term: Three (3) Years following commencement of the Service Start Date
Product/Services Selected: Street Smart SaaS Solution
Number of Sworn Officers: 71 sworn officers at \$150.00 per officer per year

FEES	
Initial Set-up Fee (One-time) Includes training and connection to one (1) computer aided dispatch (CAD) feed, not to exceed 20 hours. If additional hours are required for feed development, or if additional feeds, configuration or customization is desired, additional fees will apply at Street Smart's then-current rates on a time-and-material basis.	\$ 15,000.00
Street Smart SaaS Solution Fees	
Year 1 SaaS Fees	\$ 10,650.00
TOTAL FEES ~ Three (3) Year Cost of Street Smart SaaS Solution	
Set-Up Fees	\$ 15,000.00
SaaS Fees (1 year)	\$ 10,650.00
Total Year 1 Fees	\$ 25,650.00
Year 2 Fees	\$ 10,650.00
Year 3 Fees	\$ 10,650.00
ADDITIONAL OPTIONAL PRICING FOR FEEDS	
Warrants Feed	\$ 5,000.00
Additional Feed (TBD)	\$ 5,000.00
Additional Feed (TBD)	\$ 5,000.00
Total Feeds	\$ 15,000.00
INVOICING AND PAYMENT TERMS	
<p><u>Invoicing.</u> Street Smart will invoice Customer for the Year 1 Fees at the execution of this Agreement, to include Year 1 SaaS Fees and the Initial Set-up Fees, for a total Year 1 cost of \$25,650.00. Year 2 and Year 3 fees will be invoiced at the anniversary date of the Service Start Date.</p> <p><u>Payment Terms.</u> Payments are due no later than thirty (30) days after receipt of Street Smart invoice.</p>	

SCHEDULE B

Street Smart SAAS SOLUTION Service Levels and Standard Customer Support Policy

Three ways to contact Support:

Phone: 866.924.4644

Email: support@StreetSmart247.com

Uptime Availability

Street Smart will maintain 98% total availability of the software and Service to Customer measured on a monthly basis, excluding scheduled maintenance of four (4) hours per month or less (“Scheduled Maintenance”). Street Smart will provide Customer with a minimum of forty-eight (48) hour notice of any Scheduled Maintenance to those person(s) specified by Customer in writing as the primary contact(s). Scheduled Maintenance will be performed outside of normal business hours, as defined Monday through Friday (except holidays) from 8AM ET to 8PM ET (“Normal Business Hours”.) Emergency repairs will be performed as required and Street Smart will promptly notify Customer of such action.

Service Level Definitions

LEVEL 1 – Support provides the following services:

- Forgotten ID’s and passwords
- Account expiry issues (ID and password changes)
- Day-to-day use of the Street Smart Software
- Connectivity issues including LAN, wireless access from the patrol cars and Internet access
- Initial triage of the support request to determine the next level of support, if required
- Logging the call and tracking its progress through to resolution

LEVEL 2 – Support provides the following services which includes a more detailed understanding of the inner workings of the application:

- Additional contact with the customer to continue to triage the support request and resolve items such as:
 - Data issues including integrity and accuracy
 - Problems with maps including geo-location inaccuracies
 - Problem with CAD or other related Crime data feeds
 - Problems with included third-party components
 - Server imbalance
 - Performance issue
 - Interface with Level 3 support team to help identify a resolution

LEVEL 3 – Support services provide code level changes to the application

- Identification and resolution of a software failure which requires a patch or fix
- Provide assistance to level 2 support to identify problems and provide solutions that can be applied without code changes

Severities

Severity 1 High Priority Critical	Definition: System down or unavailable for use. To report a severity 1 problem or to submit a severity 1 service request, the customer must provide two contact names (primary and backup) and their phone numbers before the request is accepted as severity 1.
Initial Response Time	All severity 1 problem reports or service requests will be responded to within 2 hrs. This type of request is available for submission and response 24x7. Street Smart will provide the status of the work request every hour on the hour via telephone to the customer via the contact points mentioned above.
Resolution Time	As the resolution time depends on the type of problem or request, it cannot be determined in advance. Street Smart support team will work 24 hrs a day, 7 days a week until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, Street Smart will provide Customer with a resolution time (“Resolution Commitment Date”).

Severity 2 Medium Priority	Definition: Major functions down or not working as expected. Adversely affects and prevents the accomplishment of an operational or mission essential function. Typically a workaround is not available.
Initial Response Time	All severity 2 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM EST to 8PM EST. Requests will be responded to within 4 hrs during these business hours. Street Smart will provide the status of the work request on a daily basis at the beginning of each day via telephone to the requester or by email.
Resolution Time	As the resolution time is depended on the type of problem or request, it cannot be determined in advance. Street Smart support team will work on the problem / request during normal office hours until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, Street Smart will provide Customer with a resolution time (“Resolution Commitment Date”).

Severity 3 Low Priority	Definition: Minor function down or not working as expected / cosmetic issues. Adversely affects (but does not prevent) the accomplishment of an operational or mission essential function. Typically, a workaround is available. Priority Three Defects do not include aborts or loss of data.
Initial Response Time	All severity 3 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM EST and 8PM EST. During these business hours, requests will be responded to within 24 hrs. Street Smart will provide the status of the work request every three days the beginning of each day via telephone to the requester or by email.
Resolution Time	As the resolution time depends on the type of problem or request, it cannot be determined in advance. Street Smart support team will work on the problem / request during normal office hours until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution.

Severity 4 Low Priority	Definition: Enhancement, feature/user request or training. May include password resets or training questions.
Initial Response Time	All severity 4 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM EST and 8PM EST. During these business hours, requests will be responded to within 24 hrs.
Resolution Time	Street Smart support team will work on the problem / request during normal office hours until the problem is resolved with the assistance of the customer.

Remedy

If Street Smart does not meet its system availability commitment of 98%, as set forth above, upon Customer's timely request, which request shall be made no later than ninety (90) days following any such event, a credit will be applied based on the proportion of such deficiency (the amount less than 98%) to the total number of hours in a month. Customer may apply the credit against the next applicable subsequent billing period or renewal term fees. Service credits will only apply to problems associated with Street Smart and its network or data center. No credit will be given if it is determined the problem is at Customer, the Internet, or otherwise out of Street Smart's control.

SCHEDULE C

AUTHORIZED PARTICIPATING AGENCIES

The following law enforcement agencies are hereby authorized to be Participating Agencies on the Hamilton County Sheriff's Office Street Smart regional information sharing site upon executing the Participating Agency Acknowledgement and Agreement form set forth at Schedule D and paying the corresponding Participating Agency's fees to Street Smart LLC:

Noblesville Police Department

Arcadia Police Department

Cicero Police Department

Sheridan Police Department

Carmel Police Department

Westfield Police Department

Fishers Police Department

SCHEDULE D

**PARTICIPATING AGENCY ACKNOWLEDGEMENT AND AGREEMENT
TO
STREET SMART LLC
MASTER SOFTWARE-AS-A-SERVICE AGREEMENT
WITH
HAMILTON COUNTY SHERIFF'S OFFICE**

The following law enforcement agency has been authorized by the Hamilton County Sheriff's Office to access and use the Sheriff's Office Street Smart Regional Information Sharing Site ("Solution") under the terms and conditions of that certain Street Smart LLC Master Software-as-a-Service Agreement by and between Street Smart LLC and the Hamilton County Sheriff's Office, dated May 18, 2020 (the "Agreement").

Pursuant to the Agreement, Participating Agency must agree to be bound by the terms and conditions of the Agreement by executing this Participating Agency Acknowledgement and Agreement form ("Acknowledgement"). The individual signing below on behalf of the named Participating Agency acknowledges and agrees that: (i) the Participating Agency's access and use of the Solution is subject to the terms and conditions of the Agreement and this Acknowledgement; (ii) that he/she has read the terms and conditions of the Agreement and has authority to execute this Acknowledgement on behalf of the Participating Agency and bind the Participating Agency accordingly; and (iii) the Participating Agency agrees to pay the Fees set forth below to Street Smart LLC for access and use of the Solution.

Participating Agency Name and Address: Carmel Police Department
3 Civic Square
Carmel, IN 46032

Initial Term: 3 Years [Adjusted to be coterminous with Sheriff's Office agreement term]
Number of Sworn Officers: 120 sworn officers

FEES – Three (3) Year Cost of Street Smart SaaS Solution	
Annual SaaS Fees for Access to Hamilton County Sheriff's Office Street Smart Regional Information Sharing Site at \$150 per sworn officer per year	\$ 18,000.00
Year 1 Fees (pro-rated to coincide with Sheriff's Office term)	\$ 18,000.00
Year 2 Fees	\$ 18,000.00
Year 3 Fees	\$ 18,000.00

INVOICING AND PAYMENT TERMS

Street Smart will invoice Participating Agency for the Year 1 Fees at the execution of this Acknowledgement, for a total Year 1 cost of \$18,000.00 Year 2 and Year 3 fees will be invoiced \$18,000.00 annually. Payments are due no later than thirty (30) days after receipt of Street Smart invoice. Credit card payments are subject to a 3% convenience fee.

ACKNOWLEDGE AND AGREE:

STREET SMART LLC

By _____

Name _____

Title _____

Date _____

Carmel Police Department

By _____

Name _____

Title _____

Date _____

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

CITY OF CARMEL, INDIANA

By and through its Board of Public Works and Safety

BY:

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, Clerk

Date: _____

City of Carmel

ONE CIVIC SQUARE
 CARMEL, INDIANA 46032-2584
 FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT
 CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
 35-6000972

PURCHASE ORDER NUMBER

104164

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
7/30/2020			375061	

VENDOR STREET SMART LLC	Carmel Police Department
204 CAUGHMAN FARM LANE	SHIP TO 3 Civic Square
SUITE 201	Carmel, IN 46032-
LEXINGTON, SC 29072 -	Don Kirch

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
48608				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1110 Fund: 101 General Fund

Account: 43-515.02

1 Each	Annual fee for Access to regional information sharing	\$18,000.00	\$18,000.00
		Sub Total	\$18,000.00



Send Invoice To:
Carmel Police Department
Accounts Payable
3 Civic Square
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

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

PAYMENT

\$18,000.00

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

SHIPPING INSTRUCTIONS

- *SHIP PREPAID.
- *C.O.D. SHIPMENT CANNOT BE ACCEPTED.
- *PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS
- *THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 194 AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

ORDERED BY

Jim Barlow

Jim Barlow
 Chief

James Crider

James Crider
 Director of Administration

TITLE

CONTROLLER

CONTROL NO. 104164

Amended Request.

New Footprint Map

Still gazebo/fountain area
REVIEWED VIA EMAIL

DPVV 7/29
8/5



See p. 4
CITY OF CARMEL

CRED _____
CFD _____
CFD _____
ENG _____

(only if needed for street use)

INFORMATION

See attached email w/addn details

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person: Steve Shembab
Email: Steve@rcenterentertainment.com
Phone Number: 6023806170
Cell Number: 6023806170

Address: Street Address
16413 N 91 street
Address Line 2
c-100
City: SCOTTSDALE State / Province / Region: AZ
Postal / Zip Code: 85260 Country:

Name/Organization: 602-380-6170
Organization Type: For-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?
 Yes
 No

Event/Use Purpose: USA TODAY Wine and Food Experience 2020

Event Date: 9/26/2020 End Date: 9/26/2020

Number of People Expected: 1,200

Set-Up Start time: 09:00:00 AM

Tear Down End Time: 12:00:00 AM

Event Start time:
11:00:00 AM

Event end time:
04:00:00 PM

Rehearsal NA

Setup
Rehearsal Date: 9/24/2020

Setup
Rehearsal Start Time: 09:00:00 AM

Rehearsal End Time: 12:00:00 AM

Fees? Will a Fee be charged for this event? If yes please describe in narrative below.
 YES
 NO

Description of Event: Provide a brief description of event
Wine and Food event featuring local restaurants, local and national culinary talent, educational seminars and programing. We will need to set-up on September 24-25th and the event will be held on Sept. 26th.
Attach additional pages if needed-SEE BELOW

WFE_Indy_2020 Layout V.2.pdf 4.7MB
ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

- FACILITY (S) ~~CENTER GREEN~~
- CIVIC SQUARE FOUNTAIN AREA
- CIVIC SQUARE GAZEBO
- JAPANESE GARDEN
- MONON & MAIN PLAZA
- MIDTOWN PLAZA - Events must be free and open to the public.
- REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.
- SOPHIA SQUARE
- Other We will require the roads adjacent to the square to be closed

SPECIAL REQUESTS: Mark all that apply

- REQUESTS: ELECTRICITY
- FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO *Will also have portable restrooms*
- JAMES BUILDING RESTROOMS (CENTER GREEN)
- N/A
- Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

- VENDORS PRESENT
- FOOD SERVED
- ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
- N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES NEEDED:

- EMERGENCY MEDICAL SERVICES (EMS)
- TRAFFIC CONTROL
- ONSITE SECURITY
- BARRICADES
- NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- N/A

Please note the number of NO PARKING SIGNS needed
TBD

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

Stage

12' X 24'
Size of Stage

Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).

see attached layout

Size of Tent (s) 10x10 + 10x20 + stage

Bounce House

30x30

N/A

Other

Rent A Tent
Name of Merchants(s) doing the setup

8129481911
Phone Number of Merchant(s) doing set up:

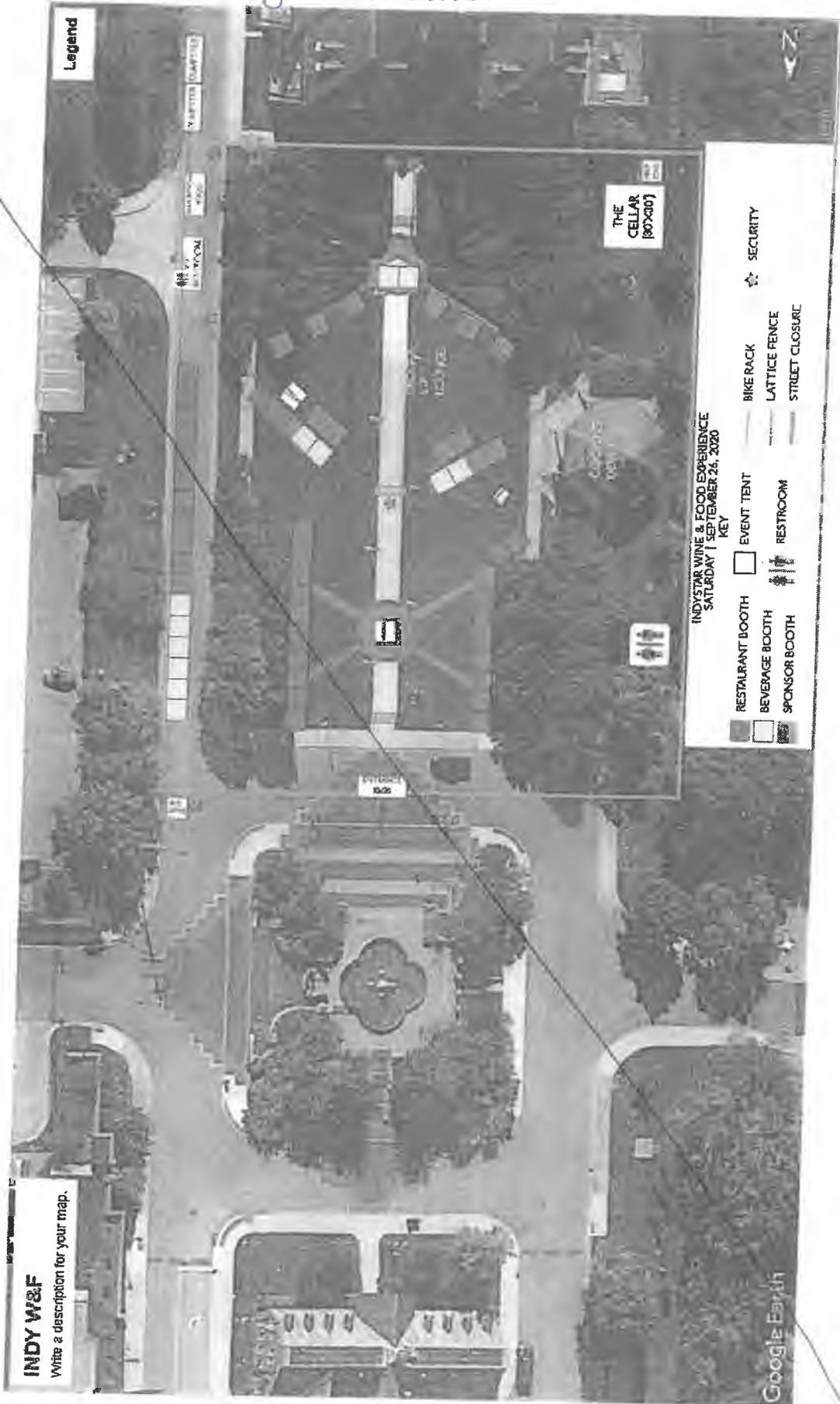
STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood see attached layout
Name/Streets to be closed Include addresses as appropriate

UPLOAD MAP An easy to read, color map of the area is required with submission.
WFE_Indy_2020 Layout V.2.pdf 4.7MB

original request



CITY OF CARMEL USE ONLY

Approved this 11th day of March, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety


James Brainard, Presiding Officer

Date: 3-4-20


Mary Ann Furke, Member

Date: 3-4-2020


Lori, Member

Date: 3/4/2020

ATTEST:



Sue Wolfgang, City Clerk

03/04/2020

Date

Special Conditions: _____



Deposit
CITY OF CARMEL

Gazebo

REVIEWED VIA EMAIL

JACOB 7-29
BPW 8-5

CRED Purcell ok
CFD ok Sutton
CPD Keith OK 6-30
ENG NA

(only if needed for street use)

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person: McKenzie Conrad

Email: carmelmusicacademy@carmelmusicacademy.com *kenziecma@gmail.com*

Phone Number: 3175811030

Cell Number: 3175811030

Address: Street Address
13295 N Illinois St
Address Line 2
City: Carmel State / Province / Region: IN
Postal / Zip Code: 46032 Country: United States

Name/Organization: Carmel Music Academy

Organization Type: For-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?
 Yes
 No

Event/Use Purpose: Student Concert

Event Date: ~~7/20/2020~~ 8-29-20

End Date: ~~7/26/2020~~ 8-29-20

*Plans recital times at
Noon, 2 pm, 4 pm
Approx 100 ppl at each*

Number of People Expected: 250

Set-Up Start time: 10:00:00 AM

Tear Down End Time: 07:00:00 PM

Event Start time:
12:00:00 AM

Event end time:
06:00:00 AM

Rehearsal NA

Rehearsal Date:

Rehearsal
Start Time:

Rehearsal
End Time:

Fees?

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

YES

NO

Description of Event:

Provide a brief description of event

We plan to return to the Gazebo to allow our students and community to enjoy their musical performances! We have witnessed immense positive feedback from our previous performances, and would like to hold a couple separate shows to limit our audience! We will provide all equipment and set-up / tear-down within the time frame given. Thank you!

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

CENTER GREEN

CIVIC SQUARE FOUNTAIN AREA

CIVIC SQUARE GAZEBO

JAPANESE GARDEN

MONON & MAIN PLAZA

MIDTOWN PLAZA - Events must be free and open to the public.

REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.

SOPHIA SQUARE

Other

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

ELECTRICITY

FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO

JAMES BUILDING RESTROOMS (CENTER GREEN)

N/A

Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

- VENDORS:
- VENDORS PRESENT
 - FOOD SERVED
 - ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
 - N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

- CITY SERVICES NEEDED:
- EMERGENCY MEDICAL SERVICES (EMS)
 - TRAFFIC CONTROL
 - ONSITE SECURITY
 - BARRICADES
 - NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
 - N/A

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

Stage

Small
Size of Stage

Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).

Size of Tent (s)

Bounce House

N/A

Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood Name/Streets to be closed Include addresses as appropriate

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

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

Explain lane restrictions needed and other needed below:

Further Info for type of closure

SECURITY DEPOSIT AND FEE:

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

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

DISCLAIMER:

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

ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY FACILITY USE POLICY

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

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

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

Carmel Music Academy
Name of Organization/Applicant

*

McKenzie Conrad

Signature of Authorized Agent/Applicant

McKenzie Conrad: Academy Coordinator
Printed Name and Title (If applicable)

13295 N Illinois St Carmel, IN 46032
Address of Organization/Applicant

5/10/2020
Date

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

Approved this _____ day of _____, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____



CITY OF CARMEL

Gazebo

Payment Deposit No Refund out of city

Mayor OK - Retro BPW

JACOB 7-29 BPW 8:5

REVIEWED VIA EMAIL

CRED Purcell
CFD Sutton OK
CPD Keith OK
ENG NA

(only if needed for street use)

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person Elizabeth Burkle

Email eaburkle@msn.com

Phone Number: 3172606647

Cell Number:

Address Street Address 8540 Broadway St
Address Line 2
City Indianapolis State / Province / Region Indiana
Postal / Zip Code 46240 Country

Name/Organization: Memorial for John Burkhard

Organization Type: Individual

Residency/Location: Do you reside or are you located within the Carmel city limits?
Yes
No

Event/Use Purpose: Memorial for John Burkhard
I am a long time resident of Carmel, Elizabeth Burkhard. My father was too until last October 2019. He passed away.

Military Service with 21-Gun Salute between 11am-noon. CPD & Dispatch aware. (blanks used)

Event Date 6/27/2020 7-25-20

End Date 6/27/2020

Number of People Expected: 50

Set-Up Start time 12:00:00 PM 10:30 AM

Tear Down End Time 03:00:00 PM 2:30 PM

Event Start time:
01:00:00 PM

Event end time:
02:30:00 PM

Rehearsal NA

Rehearsal Date:

Rehearsal
Start Time:

Rehearsal
End Time:

Fees? Will a Fee be charged for this event? If yes please describe in narrative below.

YES

NO

Description of Event: Provide a brief description of event

We are flexible on a date. Would prefer a weekend. He has been cremated. Will NOT be sprinkling ashes. Would like to have the Color Guard there. If any Saturday or Sunday is available starting Jun 20- July 20. We would love that. Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

- CENTER GREEN
- CIVIC SQUARE FOUNTAIN AREA
- CIVIC SQUARE GAZEBO
- JAPANESE GARDEN
- MONON & MAIN PLAZA
- MIDTOWN PLAZA - Events must be free and open to the public.
- REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.
- SOPHIA SQUARE
- Other

SPECIAL REQUESTS: Mark all that apply

- REQUESTS:
- ELECTRICITY
 - FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
 - JAMES BUILDING RESTROOMS (CENTER GREEN)
 - N/A
 - Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

- VENDORS:
- VENDORS PRESENT
 - FOOD SERVED
 - ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
 - N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES
NEEDED:

- EMERGENCY MEDICAL SERVICES (EMS)
- TRAFFIC CONTROL
- ONSITE SECURITY
- BARRICADES
- NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- N/A

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

Stage

Size of Stage

Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).

Size of Tent (s)

Bounce House

N/A

Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood
Name/Streets to be
closed

Include addresses as appropriate

UPLOAD MAP

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

Type of Closure:

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

Explain lane restrictions needed and other needed below.

Further Info for type of
closure

SECURITY DEPOSIT AND FEE:

-

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

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ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY FACILITY USE POLICY

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

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

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Elizabeth Burkle
Name of Organization/Applicant

*

Elizabeth Burkle

Signature of Authorized Agent/Applicant

Elizabeth Burkle
Printed Name and Title (if applicable)

8540 Broadway St
Indianapolis 46240
Address of Organization/Applicant

6/1/2020
Date

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

Approved this _____ day of _____, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____

7-29
8-5



CITY OF CARMEL, INDIANA

Understands that outside meetings may not be allowed in Nov. and we may have to cancel. She is seeking backup space.

INFORMATION

FACILITY REQUEST FORM City Hall Caucus Room or Council Chambers

GENERAL INFORMATION

Name: Francesca York

Organization: Traditions on the Monon Homeowners Association, Inc.

Phone Number: 3179891771

Cell Number:

Email: francescay6@aol.com

Address: Street Address
128 11th Street NW
Address Line 2
City: Carmel State / Province / Region: Indiana
Postal / Zip Code: 46032 Country: United States

Organization Type: Non-Profit Organization

Event/Use Purpose: Traditions on the Monon's annual homeowner's meeting.

Event Date: 11/10/2020 End Date: 11/10/2020

Number of People Expected: 40

Set-Up Start time: 06:30:00 PM

Tear Down End Time: 09:30:00 PM

Event Start time: 07:00:00 PM Event end time: 09:00:00 PM

ROOM REQUESTED CAUCUS ROOM

Room may be divided into sections or can be one large room. Choose the size that you need. Seating capacity: 126

chairs only. Room has an 8.5 counter area with sink.

Room Set-Up The traditional seating arrangement is Boardroom style.
 1/3 side has four, 5-foot tables with 10 chairs
 2/3 side has six, 5-foot tables with 30 chairs

Other seating options: Classroom
 Theater (chairs only)

Equipment needed: Projection screen

Equipment not provided:

- Computers or connection cords/electrical cords
- Microphones are not available in the Caucus rooms.
- Projector

Other: Are tables and/or chairs needed around periphery of room?

Yes

No

If you selected YES - please fill out the details below.

How many? How many additional table/chairs are needed?

Note: Extra tables/chairs available: 34 chairs, eight 4-foot tables, six 6-foot tables.

ROOM REQUESTED COUNCIL CHAMBERS

Seating capacity: 140

Will be social distanced.

Equipment needed: Microphone(s) 13 available on dais, 1 at presenter's podium, 1 at clerk's desk

Dais

Dais # and which ones

Projection Screen

Equipment not provided:

- Computers or connection/electrical cords.

Other: Are tables and/or chairs needed around periphery of room?

Yes

No

If you selected YES - please fill out the details below.

How many? How many additional table/chairs are needed?

0

Note: Extra tables/chairs available: 34 chairs, eight 4-foot tables, six 6-foot tables.

ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT

TO COMPLY WITH CITY FACILITY USE POLICY

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Traditions on the Monon Homeowner's Association, Inc.
Name of Organization/Applicant

*

Francesca C. York, President

Signature of Authorized Agent/Applicant

Francesca C. York, President
Printed Name and Title (If applicable)

Traditions, corner of Rangeline & 136th St, Carmel, IN
c/o Association Management, Inc., 9099 Technology Lane, Fishers, IN 46038; Attn:
Becky Palmer, Property Manager
Address of Organization/Applicant

7/20/2020
Date

GO TO SUBMIT TAB TO FINALIZE YOUR REQUEST

CITY OF CARMEL USE ONLY

Approved this ____ day of _____, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date: _____

Special Conditions: _____



REVIEWED VIA EMAIL

CRED OK Ned / O'Connor
CFD OK Sutton 7-6-20
CPD OK Keith 7-6-20
ENG NA

(only if needed for street use)

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person Jeff Steeg

Email jsteeg@thecenterpresents.org

Phone Number: 3178193490

Cell Number:

Address Street Address
1 Center Green
Address Line 2
City Carmel State / Province / Region IN
Postal / Zip Code 46032 Country United States

Name/Organization: The Center For The Performing Arts

Organization Type: Non-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?

Yes

No

Event/Use Purpose: The Center for the Performing Arts will be hosting our 10th Anniversary Fundraising Gala on September 12, 2020.

Event Date ~~9/12/2020~~ 9-17-2021 End Date ~~9/12/2020~~ 9-17-2021

Number of People Expected: 400

Set-Up Start time 01:00:00 PM

Tear Down End Time 11:00:00 PM

Event Start time:

06:00:00 PM

Event end time:

11:00:00 PM

Rehearsal

NA

Rehearsal Date:

Rehearsal

Start Time:

Rehearsal

End Time:

Fees?

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

YES

NO

Description of Event:

Provide a brief description of event

The Center for the Performing Arts will be hosting our 10th Anniversary Fundraising Gala on September 12, 2020. We will have a 20' x 20' tent setup at the base of the South entry steps to the Palladium for registration. We will also be utilizing the Center Green drive for valet service that evening.

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

CENTER GREEN

CIVIC SQUARE FOUNTAIN AREA

CIVIC SQUARE GAZEBO

JAPANESE GARDEN

MONON & MAIN PLAZA

MIDTOWN PLAZA - Events must be free and open to the public.

REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.

SOPHIA SQUARE

Other

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

ELECTRICITY

FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO

JAMES BUILDING RESTROOMS (CENTER GREEN)

N/A

Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

- VENDORS:
- VENDORS PRESENT
 - FOOD SERVED
 - ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
 - N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

- CITY SERVICES NEEDED:
- EMERGENCY MEDICAL SERVICES (EMS)
 - TRAFFIC CONTROL
 - ONSITE SECURITY
 - BARRICADES
 - NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
 - N/A

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

Stage

Size of Stage

Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).

20' x 20'

Size of Tent (s)

Bounce House

N/A

Other

A Classic Party Rentals

Name of Merchant(s) doing the setup

3172517368

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood Name/Streets to be closed Include addresses as appropriate

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

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

Explain lane restrictions needed and other needed below:

Further Info for type of closure

SECURITY DEPOSIT AND FEE:

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

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

DISCLAIMER:

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ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

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The Center For The Performing Arts
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Jeff Steeg, Vice President-Operations
Printed Name and Title (if applicable)

1 Center Green
Carmel, IN 46032
Address of Organization/Applicant

4/2/2020
Date

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

Approved this _____ day of _____, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____



CITY OF CARMEL

C Green Amphitheater

Mayor Approved - Retro BPW
REVIEWED VIA EMAIL

JACOB 7-29
BPW 8-5

CRED O'Connor ok
CFD Sutton ok
CPD Keith ok
ENG NA

(only if needed for street use)

Sent out 7-10

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person [Redacted]

Email rotaryshell@gmail.com

Phone Number: 3173856323

Cell Number:

Address Street Address
200 S Rangeline Road
Address Line 2
Suite 129
City Carmel State / Province / Region IN
Postal / Zip Code 46032 Country United States

Name/Organization: [Redacted]

Organization Type: Non-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?

- Yes
- No

Event/Use Purpose: [Redacted] at Carter Green Amphitheater

Event Date 7/17/2020 End Date 7/17/2020

Number of People Expected: 30

Set-Up Start Time [Redacted]

Tear Down End Time [Redacted]

Event Start time:
12:00:00 PM

Event end time:
01:00:00 PM

Rehearsal NA

Rehearsal Date:

Rehearsal
Start Time:

Rehearsal
End Time:

Fees?

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

- YES
 NO

Description of Event:

Provide a brief description of event

No fee will be charged. Carmel Rotary helped with the installation of the amphitheater and would like to meet there given covid. We will be gauging attendance and enjoying a location that we had a hand in.

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

- CENTER GREEN
 CIVIC SQUARE FOUNTAIN AREA
 CIVIC SQUARE GAZEBO
 JAPANESE GARDEN
 MONON & MAIN PLAZA
 MIDTOWN PLAZA - Events must be free and open to the public.
 REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.
 SOPHIA SQUARE
 Other

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

- ELECTRICITY
 FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
 JAMES BUILDING RESTROOMS (CENTER GREEN)
 N/A
 Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

- VENDORS PRESENT
 FOOD SERVED
 ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
 N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES
NEEDED:

- EMERGENCY MEDICAL SERVICES (EMS)
- TRAFFIC CONTROL
- ONSITE SECURITY
- BARRICADES
- NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- N/A

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

Stage

Size of Stage

Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).

Size of Tent (s)

Bounce House

N/A

Other

Name of Merchant(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood
Name/Streets to be
closed

Include addresses as appropriate

UPLOAD MAP

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

Type of Closure:

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

Explain lane restrictions needed and other needed below:

Further Info for type of
closure

SECURITY DEPOSIT AND FEE:

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Mayor's Office

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Carmel Rotary
Name of Organization/Applicant

*

Shell Barger

Signature of Authorized Agent/Applicant

Shell Barger President
Printed Name and Title (If applicable)

200 S rangeline Road, Carmel, IN 46032
Address of Organization/Applicant

7/9/2020
Date

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

Approved this _____ day of _____, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____



REVIEWED VIA EMAIL

CRED OK O'Connor
CFD Sutton OK
CPD Keith OK
ENG NA

INFORMATION

(only if needed for street use)
Sent out 7-10

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person Meg Gates Osborne

Email Meg@Megpromo.com

Phone Number: 3175907522

Cell Number: 3175907522

Address
Street Address
510 3rd Ave SW Suite D
Address Line 2
City
Carmel State / Province / Region
IN
Postal / Zip Code
46032 Country
United States

Name/Organization: Amber Theatre of Indiana

Organization Type: Non-Profit Organization

Residency Location: Do you reside or are you located within the Carmel city limits?
 Yes
 No

Event/Use Purpose: Working with the City of Carmel to provide entertainment at the MidTown

Event Date: 8/8/2020 End Date: 8/8/2020

Number of People Expected: 3

Set-Up Start Time: 07:00:00 PM

Tear Down End Time: 09:00:00 PM

Event Start time:
06:00:00 PM

Event end time:
10:00:00 PM

Rehearsal NA

Rehearsal Date:

Rehearsal
Start Time:

Rehearsal
End Time:

Fees? Will a Fee be charged for this event? If yes please describe in narrative below.
 YES
 NO

Description of Event: Provide a brief description of event
Working with the City of Carmel to provide entertainment for the MidTown guests
Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S) CENTER GREEN
 CIVIC SQUARE FOUNTAIN AREA
 CIVIC SQUARE GAZEBO
 JAPANESE GARDEN
 MONON & MAIN PLAZA
 MIDTOWN PLAZA - Events must be free and open to the public.
 REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.
 SOPHIA SQUARE
 Other

SPECIAL REQUESTS: Mark all that apply

REQUESTS: ELECTRICITY
 FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
 JAMES BUILDING RESTROOMS (CENTER GREEN)
 N/A
 Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS: VENDORS PRESENT
 FOOD SERVED
 ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
 N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES
NEEDED:

- EMERGENCY MEDICAL SERVICES (EMS)
- TRAFFIC CONTROL
- ONSITE SECURITY
- BARRICADES
- NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- N/A

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

Stage

Size of Stage

Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).

Size of Tent (s)

Bounce House

N/A

Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood
Name/Streets to be
closed

Include addresses as appropriate

UPLOAD MAP

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

Type of Closure:

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

Explain lane restrictions needed and other needed below:

Further Info for type of
closure

SECURITY DEPOSIT AND FEE:

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

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Actors Theatre of Indiana
Name of Organization/Applicant

*



Meg Gates Osborne

Signature of Authorized Agent/Applicant

Meg Gates Osborne
Printed Name and Title (If applicable)

510 3rd Ave SW Suite D
Carmel, IN 46032
Address of Organization/Applicant

7/9/2020
Date

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

Approved this _____ day of _____, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Wilson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____



CITY OF CARMEL

Midtown Plaza

Mayor approved
Retro BPW

JACOB 7-29
BPW 8-5

REVIEWED VIA EMAIL

CRED O'Connor OK
CFD Sutton OK
CPD Keith OK
ENG NA

(only if needed for street use)

INFORMATION

Sent out 7-10

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person **Meg Gates Osborne**

Email Meg@Megpromo.com

Phone Number: 3175907522

Cell Number: 3175907522

Address Street Address
9875 Lakewood Drive East
Address Line 2
City Indianapolis
State / Province / Region IN
Postal / Zip Code 46280
Country United States

Name/Organization: **Carmel Symphony Orchestra**

Organization Type: Non-Profit Organization

Residency Location: Do you reside or are you located within the Carmel city limits?
 Yes
 No

Event/Use Purpose: To help City of Carmel provide entertainment at the MidTown stage

Event Start Time **7/30/2020** End Date 7/30/2020

Number of People Expected: 4

Set-Up Start Time 03:00:00 PM

Take Down End Time 08:00:00 PM

Event Start time:
05:00:00 PM

Event end time:
07:00:00 PM

Rehearsal NA

Rehearsal Date:

Rehearsal
Start Time:

Rehearsal
End Time:

Fees?

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

YES

NO

Description of Event:

Provide a brief description of event

Carmel Symphony Orchestra will donate 2 musicians to perform from 5-7 pm for the MidTown evening audience.

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

- CENTER GREEN
- CIVIC SQUARE FOUNTAIN AREA
- CIVIC SQUARE GAZEBO
- JAPANESE GARDEN
- MONON & MAIN PLAZA
- MIDTOWN PLAZA - Events must be free and open to the public.
- REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.
- SOPHIA SQUARE
- Other

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

- ELECTRICITY
- FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
- JAMES BUILDING RESTROOMS (CENTER GREEN)
- N/A
- Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

- VENDORS PRESENT
- FOOD SERVED
- ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
- N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES
NEEDED:

- EMERGENCY MEDICAL SERVICES (EMS)
- TRAFFIC CONTROL
- ONSITE SECURITY
- BARRICADES
- NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- N/A

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

Stage

Size of Stage

Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).

Size of Tent (s)

Bounce House

N/A

Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood
Name/Streets to be
closed

Include addresses as appropriate

UPLOAD MAP

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

Type of Closure:

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

Explain lane restrictions needed and other needed below:

Further Info for type of
closure

SECURITY DEPOSIT AND FEE:

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

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

DISCLAIMER:

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ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY FACILITY USE POLICY

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Carmel Symphony Orchestra
Name of Organization/Applicant

*

Meg Gates Osborne

Signature of Authorized Agent/Applicant

Meg Gates Osborne
Printed Name and Title (If applicable)

760 3rd Ave SW Suite 102
Carmel IN 46032
Address of Organization/Applicant

7/9/2020
Date

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

Approved this _____ day of _____, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

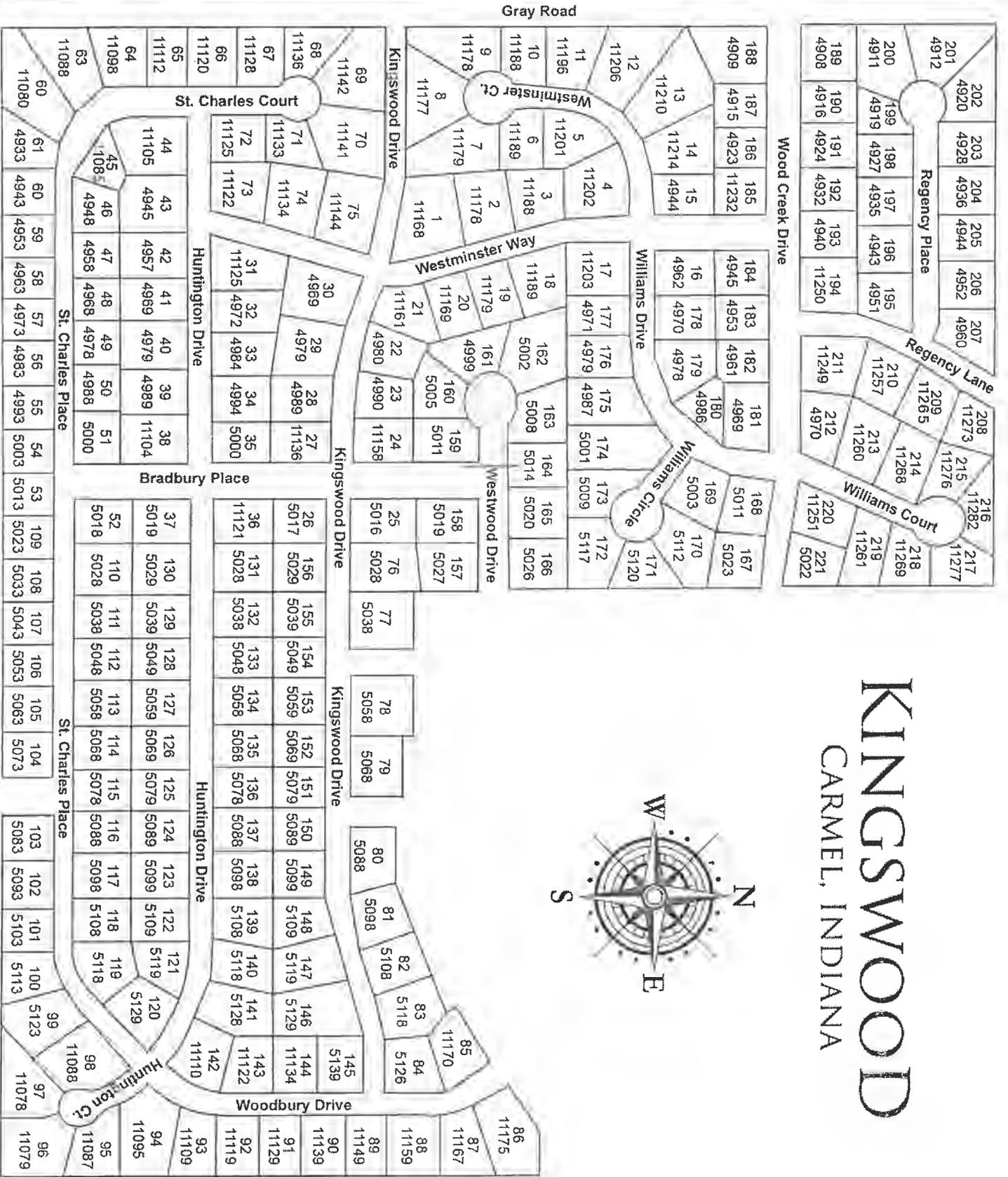
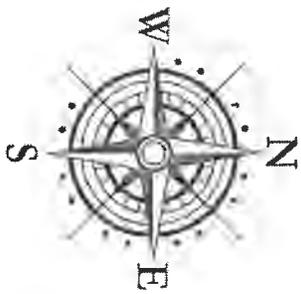
Sue Wolfgang, City Clerk

Date

Special Conditions: _____

KINGSWOOD

CARMEL, INDIANA



ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY FACILITY USE POLICY

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Please sign below and deliver or mail the completed form to the City of Carmel, Attn: Lobby Reception Desk, One Civic Square, Carmel, Indiana 46032.

Approved this _____ day of _____, 201__.

KINGSWOOD HOA
JOSEPH CORWIN
Name of Organization/Applicant

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

[Signature]
Signature of Authorized Agent/
Applicant

James Brainard, Presiding Officer
Date: _____

JOSHUA S. CORWIN, HOA PRESIDENT
Printed Name and Title (If applicable)

Mary Ann Burke, Member
Date: _____

4969 KINGSWOOD DR 46033
Address of Organization/Applicant

Lori Watson, Member
Date: _____

Date: 7 / 14 / 2020

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

Special Conditions: _____



CITY OF CARMEL

REVIEWED VIA EMAIL

JACOB 7-29
BPW 85

*Social distance plan -
Perhaps switch to virtual*

CRED OK O'Connor / Hecks
CFD OK Sutton
CPD OK Keith
ENG NA
(only if needed for street use)

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person: Sondra Schwieterman

Email: Sondra_schwieterman@outlook.com

Phone Number: 3176578263

Cell Number: 3176578263

Address: Street Address
One Civic Square
Address Line 2
City: Carmel State / Province / Region: Indiana
Postal / Zip Code: 46032 Country: United States

Name/Organization: City of Carmel

Organization Type: Non-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?
 Yes
 No

Event/Use Purpose: City of Carmel Veterans Day Ceremony *at Turkington Theater*

Event Date: 11/10/2020

End Date: 11/10/2020

Number of People Expected: 300

Set-Up Start time: 11:00:00 AM

Tear Down End Time: 02:00:00 PM

Event Start time:

12:00:00 PM

Event end time:

03:00:00 PM

Rehearsal NA

Rehearsal Date:

Rehearsal Start Time: Rehearsal End Time:

Fees? Will a Fee be charged for this event? If yes please describe in narrative below.

- YES
- NO

Description of Event: Provide a brief description of event

CPD →

Request for CPD traffic control. Guests of event will first enter Tarkington Theater for noon event (may need traffic control crossing the street due to no parking in the Center Green circle). Guest will then walk across 3rd Avenue to lay flowers at Veterans Memorial Plaza at approximately 1 p.m.

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

- FACILITY (S)
- CENTER GREEN
 - CIVIC SQUARE FOUNTAIN AREA
 - CIVIC SQUARE GAZEBO
 - JAPANESE GARDEN
 - MONON & MAIN PLAZA
 - MIDTOWN PLAZA - Events must be free and open to the public.
 - REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.
 - SOPHIA SQUARE
 - Other

SPECIAL REQUESTS: Mark all that apply

- REQUESTS:
- ELECTRICITY
 - FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
 - JAMES BUILDING RESTROOMS (CENTER GREEN)
 - N/A
 - Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

- VENDORS:
- VENDORS PRESENT
 - FOOD SERVED
 - ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
 - N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

- CITY SERVICES NEEDED:
- EMERGENCY MEDICAL SERVICES (EMS)
 - TRAFFIC CONTROL
 - ONSITE SECURITY
 - BARRICADES
 - NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
 - N/A

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

Stage

Size of Stage

Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).

Size of Tent (s)

Bounce House

N/A

Other

Name of Merchant(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood
Name/Streets to be
closed

Include addresses as appropriate

Request 6 parking spaces at Tarkington Theater West Doors facing North on 3rd Av SW for school buses + assisted living facility vans.

UPLOAD MAP

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

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

Explain lane restrictions needed and other needed below:

Further Info for type of closure *CRED will set up No Parking signs*

SECURITY DEPOSIT AND FEE:

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City of Carmel Veterans Day Ceremony
Name of Organization/Applicant

*

Sondra Schwieterman

Signature of Authorized Agent/Applicant

Sondra Schwieterman, Event Manager
Printed Name and Title (If applicable)

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

7/21/2020
Date

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

Approved this _____ day of _____, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____

Deposit
Rec Major approval/Retro BPW

JACOB 7-29
BPW F-5



CITY OF CARMEL

REVIEWED VIA EMAIL

* masks when not playing
instruments + social
distancing

CRED ok D'Conner/Heck
CFD Sutton ok
CPD Leith ok
ENG N/A

INFORMATION

sent 7-15 (only if needed for street use)

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person: Katherine Peters

Email: katherine@katherinepeters.com

Phone Number: 3176918427

Cell Number: same

Address: Street Address
240 Arbor Dr
Address Line 2

City: Carmel State / Province / Region: IN

Postal / Zip Code: 46032 Country:

Name/Organization: Katherine Peters

Organization Type: individual

Residency/Location: Do you reside or are you located within the Carmel city limits?
 Yes
 No

Event/Use Purpose: Student Get-Together

Event Date	End Date
8/2/2020	8/2/2020

Number of People Expected: 20

Set-Up Start time: 06:00:00 PM

Tear Down End Time: 08:30:00 PM

Event Start time:
07:00:00 PM

Event end time:
08:00:00 PM

Rehearsal NA

Rehearsal Date:

Rehearsal
Start Time:

Rehearsal
End Time:

Fees? Will a Fee be charged for this event? If yes please describe in narrative below.

YES

NO

Description of Event: Provide a brief description of event

This is a get-together for my woodwind students. Outside, in the shade, spaced 8-10 feet apart, and using their own music stands, the students will be able to see and play with each other. **This is not a performance (i.e. concert, recital), this is just a chance for the students to have fun doing something they haven't done in several months: play together as a group.

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

CENTER GREEN

CIVIC SQUARE FOUNTAIN AREA

CIVIC SQUARE GAZEBO

JAPANESE GARDEN

MONON & MAIN PLAZA

MIDTOWN PLAZA - Events must be free and open to the public.

REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.

SOPHIA SQUARE

Other

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

ELECTRICITY

FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO

JAMES BUILDING RESTROOMS (CENTER GREEN)

N/A

Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

- VENDORS:
- VENDORS PRESENT
 - FOOD SERVED
 - ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
 - N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

- CITY SERVICES NEEDED:
- EMERGENCY MEDICAL SERVICES (EMS)
 - TRAFFIC CONTROL
 - ONSITE SECURITY
 - BARRICADES
 - NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
 - N/A

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

Stage

Size of Stage

- Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).**

Size of Tent (s)

Bounce House

N/A

Other

Name of Merchant(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood Name/Streets to be closed

Include addresses as appropriate

UPLOAD MAP

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

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

Explain lane restrictions needed and other needed below:

Further Info for type of closure

SECURITY DEPOSIT AND FEE:

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Katherine Peters
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Printed Name and Title (If applicable)

240 Arbor Dr
Carmel IN, 46032
Address of Organization/Applicant

7/14/2020
Date

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

Approved this _____ day of _____, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____



REVIEWED VIA EMAIL

⊛ Adjust N/S street closure

CRED OK O'Connor/Heck
CFD OK Sutton
CPD OK Keith
ENG NA

(only if needed for street use)

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person Jonathan B Scoble

Email jbscoble12@gmail.com

Phone Number: 5089635605

Cell Number:

Address Street Address
254 Veterans Way
Address Line 2
City Carmel State / Province / Region IN
Postal / Zip Code 46032 Country United States

Name/Organization The City

Organization Type: Non-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?
 Yes
 No

Event/Use Purpose: Please see the attached narrative for a complete explanation of the purpose

Event Date 8/7/2020

Event Time 8:00:00

Number of People Expected: 120

Set-Up Start Time 05:00:00 PM

Tear Down End Time 11:00:00 PM

Event Start time:
06:00:00 PM

Event end time:
10:00:00 PM

Rehearsal NA

Rehearsal Date: 8/6/2020

Rehearsal Start Time: 06:00:00 PM

Rehearsal End Time: 10:00:00 PM

Fees?

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

YES

NO

Description of Event

Provide a brief description of event

Event Description: In a couple weeks, the Cat will host a theatre company, well known across the greater Indianapolis area for their annual festival celebrating the works of Shakespeare and other Classic American playwrights – Bardfest (<https://www.indybardfest.com/>). This year, given the pandemic, the Indy Bardfest Production team has taken a different approach to bringing theatrical and cultural entertainment and joy to the communities they have served the past 5 years...and beyond. In partnership with IndyFringe Theatre, Bardfest has convened a traveling troupe of actors to perform for free in outdoor spaces across Indiana. Please see the attached Press Release issued in Carmel on June 17 for details on the general concept of the traveling troupe and the show they will be performing. Thus far, they have received immense interest from numerous local communities, such as Noblesville and Indianapolis, but have even secured shows in communities as far away as Lawrenceburg, IN. For more information on the IN tour stops scheduled to date (as of 7/20/20, 14 performances scheduled through Oct 3rd), please visit our Facebook page: <https://www.facebook.com/IndyBardFest/>. The tour kicks off downtown at Pocket Park near the IndyFringe Theatre on 7/31 and 8/1. The event to be hosted at The Cat described herein, is stop #2 before taking their show on tour across Indiana.

Please see the attached narrative for a complete description of the event.

Attach additional pages if needed-SEE BELOW

Special Event Request Narrative_JS 7.21.20.pdf 514.21KB

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

- CENTER GREEN
- CIVIC SQUARE FOUNTAIN AREA
- CIVIC SQUARE GAZEBO
- JAPANESE GARDEN
- MONON & MAIN PLAZA
- MIDTOWN PLAZA - Events must be free and open to the public.
- REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.
- SOPHIA SQUARE
- Other

SPECIAL REQUESTS: Mark all that apply

- REQUESTS:
- ELECTRICITY
 - FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
 - JAMES BUILDING RESTROOMS (CENTER GREEN)
 - N/A
 - Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

- VENDORS:
- VENDORS PRESENT
 - FOOD SERVED
 - ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
 - N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

- CITY SERVICES NEEDED:
- EMERGENCY MEDICAL SERVICES (EMS)
 - TRAFFIC CONTROL
 - ONSITE SECURITY
 - BARRICADES
 - NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
 - N/A

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

Stage

Size of Stage

- Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).

Size of Tent (s)

Bounce House

N/A

Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood
Name/Streets to be
closed

We envision a modest segment of Veteran's Way, primarily in front of our building (#254) to be barricaded from traffic, the entire area to be roped off, with one entry point to the roped off area near The Cat's main entry—along the gravel road, just before the awning. We do not intend to block the gravel road connecting Veteran's Way to the Monon. Please see the attached map for more detail.

Include addresses as appropriate

UPLOAD MAP

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

BF at the Cat_MAP_Special Event

222.71KB

Request_7.20.20.pdf

Type of Closure:

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

Explain lane restrictions needed and other needed below.

Further Info for type of
closure

SECURITY DEPOSIT AND FEE:

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Event Description: In a couple weeks, the Cat will host a theatre company, well known across the greater Indianapolis area for their annual festival celebrating the works of Shakespeare and other Classic American playwrights – **Bardfest** (<https://www.indybardfest.com/>). This year, given the pandemic, the *Indy Bardfest Production* team has taken a different approach to bringing theatrical and cultural entertainment and joy to the communities they have served the past 5 years...and beyond. In partnership with IndyFringe Theatre, **Bardfest has convened a traveling troupe of actors to perform for free in outdoor spaces across Indiana**. Please see the attached Press Release issued in Carmel on June 17 for details on the general concept of the traveling troupe and the show they will be performing. Thus far, they have received immense interest from numerous local communities, such as Noblesville and Indianapolis, but have even secured shows in communities as far away as Lawrenceburg, IN. For more information on the IN tour stops scheduled to date (*as of 7/20/20, 14 performances scheduled through Oct 3rd*), please visit our Facebook page: <https://www.facebook.com/IndyBardFest/>. The tour kicks off downtown at Pocket Park near the IndyFringe Theatre on 7/31 and 8/1. The event to be hosted at The Cat described herein, is stop #2 before taking their show on tour across Indiana. The details of that event are as follows:

When: Friday, August 7th and Saturday, August 8th

Where: On Veterans Way in front of The Cat – block party style
(*Contingency Plan: in the event of inclement weather or declination of this event request, the performance will take place inside on the main stage*)

What: 90-minute comic deconstruction of Shakespeare’s literary holy grail, “*William Shakespeare’s Long-Lost Frist Play (abridged)*”

Why: From Bardfest Production team:

During this unprecedented time, we were all itching for something to lighten our spirits, and we had a hunch that there were others out there feeling the same way. So, given the criteria we were aware of, specifically outdoor spaces being deemed acceptable, we came up with this idea of bringing theatre to our patrons, rather than having them come to us in an enclosed space. And in the spirit of *what can we do to support our community right now*, we also wanted to offer this entertainment free, answering the silent call of our friends, families, neighbors, colleagues and coworkers, looking for something to bring laughter and joy into this new environment we are living in.

How: First and foremost, please note this plan was developed with the current social distancing standards and guidelines set forth by local, state, and federal authorities. Also, of importance, the parameters and policies that are detailed below are aligned with our current indoor policies, ensuring we can accommodate patrons in the event of inclement weather, etc.

Tickets vs. Donations – we will not be selling tickets for this event; however, we will be taking reservations with a max of 60 total reservations per evening. 60 was selected because it is our current indoor max occupancy, and in the event of inclement weather, our contingency plan moves the performance indoors on the main stage. The appeal of this outdoor format is two-fold—we ensure our network of friends, peers, and patrons

can enjoy the entertainment safely from within the ropes, and we capitalize on the possibility of catching 2 or 3 passersby who stop to enjoy a few minutes, or one act, or the whole show from outside the roped area. The show is intended to bring laughter and smiles to the community at large, even those non-theatre goers who would not have otherwise been exposed to this type of culture and art. It's a win-win.

Each patron making a reservation will be offered an opportunity to make an **optional donation** (max \$10 per reservation) supporting the mission of The Cat, who has graciously donated the venue to Bardfest for these performances. Importantly, a donation is not required in order to complete a reservation.

Logistics – we envision a modest segment of Veteran's road/sidewalks to be barricaded from traffic, the entire area to be roped off, with one entry point to the roped off area near The Cat's main entry—along the gravel road, just before the awning. We do not intend to block the gravel road connecting Veteran's Way to the Monon.

Within the roped off area, effectively in the street, on the sidewalks, and potentially the entry way into the Remax parking lot, permission pending, we will set out a limited number of small tables with approximately 3-4 fold-out chairs per table, depending on the size of the group(s) that reserve. Roping off the entire area and setting tables and chairs allows us to control:

- Number of total patrons
- Number of patrons per table
- Distance between patrons

Staging – we will be erecting a wall 16' long x 8' tall at one corner of the area for the staged performance facing S/SE, and setting up the tables and chairs facing N/NW

**A detailed map has been provided depicting this vision.*

Reserved patrons upon arrival – those who have made reservations will approach the single-entry point of the roped off area, which is along the gravel road just before the Cat's awning, to be checked in and seated by our staff. They will be made aware of the amenities they have access to indoors, specifically restrooms and concessions, in addition to the following policies we recently implemented for all visitors inside our building, as follows:

- Temperature checks with a contact-less thermometer before entry into the building
- We now require face masks while in the building. No exceptions. If patrons do not have a face mask, a disposable mask can be purchased for \$1, and/or a cloth face mask with our logo for \$15 (our cost).

Some other measures we have taken to ensure safety while inside the building:

- Limiting total patrons inside the building to 60 (normally 129)

- We have installed three (3) no touch hand sanitizer dispensers, one in the lobby before you enter the seating area, one inside the seating area, and the other just outside the bathrooms
- We are asking all visitors to social distance in the lobby
- We no longer allow lingering in the lobby for photos, etc.; patrons should either take their seat or step outside
- We have installed a plexiglass partition between the lobby and The Snack Bar
- Concessions personnel are required to wear masks and gloves at all times
- We no longer accept cash; credit/debit cards only

Concessions – snacks and variety of beverages (water, soda, beer, and wine) will be available for purchase for patrons with reservations only. Those that choose to purchase alcohol will be required to stay either inside the building or within the roped off area until they have finished their beverage. No exceptions.

**Please note: we are awaiting approval from Excise and the Alcohol and Tobacco Commission, allowing us to temporarily extend our liquor license to include outdoor consumption. All sales will remain indoors, and can only be purchased from The Snack Bar once proper ID has been validated.*

Lastly, please know that this plan can be modified as needed to allow for the outside performance. If there is something that is missing, we would absolutely consider modifying our plans to accommodate any rules or guidelines that we may have overlooked. In the event we are not compliant, please reach out to discuss. Chances are we were not aware of the parameter and as previously mentioned, we are more than willing to adjust accordingly.

Thank you in advance for your consideration. Please feel free to contact me directly with any questions. I can be reached at 508-963-5605 or via email at jbscoble12@gmail.com.

Kind regards,

Jonathan

Jonathan Scoble

Director of Development, The Cat

P.S. I've Included a marketing photo from the show for you. Enjoy!



FOR IMMEDIATE RELEASE: June 17, 2020

MEDIA CONTACT: Glenn Dobbs, 317-674-5553, firstfolioplayers@gmail.com

Bard Fest Answers the Call!

Award-winning Shakespeare festival returns with an outdoor touring company perfect for this time of pandemic

Indy's premier Shakespeare festival, Bard Fest, is partnering with the IndyFringe Theatre to bring you a new touring company. They are ready to share a zany, fun review of the Bard in an outdoor setting that respects social distancing. They will also be traveling the highways and back roads of the Hoosier state seeking people who need a good laugh and enjoy loopy theatre at its finest.

We will present "*William Shakespeare's Long Lost First Play (Abridged)*" by Austin Tichenor and Reed Martin. The authors write, "*We were walking along a parking lot in Leicester, England when we came across some ancient bones. We tossed those aside because they didn't look important, but next to it was a manuscript. That manuscript was Shakespeare's Long Lost First Play!*"

Prior reviews have said:

"Whatever you're doing, stop now. Run – do not walk; run – to (the) Theatre for the glorious ray of sunshine that is William Shakespeare's Long Lost First Play (abridged)."

-Emily Gilson

"Something wickedly funny this way comes..."

-New York Times

We will be at the Cat Theatre 254 Veterans Way, Carmel, IN 46032 for an outdoor block party! Performances are August 7th and 8th at 7pm and on August 9th at 4pm. Then, our merry troupe of pranksters will be hitting the road coming soon to a park near you!

All shows are free to the public. Donations to support the arts will be gratefully accepted. In order to respect CDC guidelines, **SEATING WILL BE LIMITED**

Bard Fest is Indianapolis's only Shakespeare festival. Founded in the spirit of cooperation by Hoosier theater companies with a shared love of Shakespeare, Bard Fest strives to deliver a professional-quality and intimate Shakespeare festival experience. Through a partnership with The Carmel Theater Company and IndyFringe, Bard Fest nurtures Indianapolis's love of Shakespeare by producing unique, epic shows and by providing paying work to local-area actors.

Bard Fest was first conceived by Glenn Dobbs in the spring of 2015. Launching with an admittedly ambitious schedule of eight productions by three different production companies, the festival was "wildly successful." Dobbs is now the executive producer and artistic director of Bard Fest. John Clair, Tony Johnson, Nan Macy, Kevin Robertson, and Jonathan Scoble serve as associate producers.

For complete show information follow us on Facebook at <https://www.facebook.com/IndyBardFest/> Or visit indybardfest.com

ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY FACILITY USE POLICY

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

The Cat - Jonathan Scoble
Name of Organization/Applicant

*

Jonathan B Scoble

Signature of Authorized Agent/Applicant

Jonathan Scoble, Director of Development
Printed Name and Title (If applicable)

254 Veteran's Way
Carmel, IN 46032
Address of Organization/Applicant

7/22/2020
Date

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

Approved this _____ day of _____, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____

JACOB 7-29
BPW 8-5



CITY OF CARMEL REVIEWED VIA EMAIL

** Social distance / masks + other cdc guidelines*

RED OK O'Connor / Heck *(*)*
CFD OK Sutton
CPD OK Keith
ENG NA

(only if needed for street use)

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person: Blair Clark
Email: blairclark1@gmail.com
Phone Number: 3172018640
Cell Number:
Address: Street Address
310 2nd avenue North East
Address Line 2
City: carmel State / Province / Region: Indiana
Postal / Zip Code: 46032 Country: United States

Name/Organization: Crochet Blair's Studio
Organization Type: For-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?
 Yes
 No

Event/Use Purpose: Summer showcase for the studio's students

Event Date: 8/9/2020 End Date: 8/9/2020

Number of People Expected: 100

Set-Up Start Time: 12:00:00 PM

Tear-Down End Time: 05:00:00 PM

Event Start Time:

02:00:00 PM

Event end time:

03:00:00 PM

Rehearsal NA

Rehearsal Date: 8/9/2020

Rehearsal Start Time: 01:00:00 PM

Rehearsal End Time: 03:00:00 PM

Fees? Will a Fee be charged for this event? If yes please describe in narrative below.

YES

NO

Description of Event: Provide a brief description of event
students ages 11-18 and 18-adult will perform songs for family and friends
Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S) CENTER GREEN
 CIVIC SQUARE FOUNTAIN AREA
 CIVIC SQUARE GAZEBO
 JAPANESE GARDEN
 MONON & MAIN PLAZA
 MIDTOWN PLAZA - Events must be free and open to the public.
 REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.
 SOPHIA SQUARE
 Other

SPECIAL REQUESTS: Mark all that apply

REQUESTS: ELECTRICITY
 FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
 JAMES BUILDING RESTROOMS (CENTER GREEN)
 N/A
 Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS: VENDORS PRESENT
 FOOD SERVED
 ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
 N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES
NEEDED:

- EMERGENCY MEDICAL SERVICES (EMS)
- TRAFFIC CONTROL
- ONSITE SECURITY
- BARRICADES
- NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- N/A

Please note the number of NO PARKING SIGNS needed

3

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

Stage

Size of Stage

Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).

Size of Tent (s)

Bounce House

N/A

Other

Name of Merchant(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood
Name/Streets to be
closed

Include addresses as appropriate

UPLOAD MAP

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

Type of Closure:

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

Explain lane restrictions needed and other needed below:

Further Info for type of
closure

SECURITY DEPOSIT AND FEE:

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

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

DISCLAIMER:

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ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT

TO COMPLY WITH CITY FACILITY USE POLICY

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coach Blair's Studio
Name of Organization/Applicant

*

Blair Clark

Signature of Authorized Agent/Applicant

Printed Name and Title (If applicable)

310 2nd avenue North East
Address of Organization/Applicant

7/17/2020
Date

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

Approved this _____ day of _____, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____



CITY OF CARMEL REVIEWED VIA EMAIL

JACOB 7-29
BPW 8-5

*Gazebo / Garden
* Social distance
+ masks*

CRED OK. O'Connor / Heck
CFD OK. Sullivan
CPD Keith
ENG NA

INFORMATION

(only if needed for street use)

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person Maria Spratford

Email mariasprat1@gmail.com

Phone Number: 3178432247

Cell Number: 317-319-9869

Address Street Address
22 Green Place
Address Line 2

City

Carmel

Postal / Zip Code

46033

State / Province / Region

IN

Country

United States

Name/Organization:

Organization Type:

Residency/Location: Do you reside or are you located within the Carmel city limits?

Yes

No

Event/Use Purpose: Golden anniversary second wedding/vow renewal

Event Date

9/7/2020

End Date

9/7/2020

Number of People Expected: 12

Set-Up Start time 10:00:00 AM

Tear Down End Time 02:00:00 PM

Event Start time:
11:00:00 AM

Event end time:
01:00:00 PM

Rehearsal NA

Rehearsal Date:

Rehearsal
Start Time:

Rehearsal
End Time:

Fees?

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

YES

NO

Description of Event:

Provide a brief description of event

Small second wedding/vow renewal ceremony for a golden anniversary.

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

CENTER GREEN

CIVIC SQUARE FOUNTAIN AREA

CIVIC SQUARE GAZEBO

JAPANESE GARDEN

MONON & MAIN PLAZA

MIDTOWN PLAZA - Events must be free and open to the public.

REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.

SOPHIA SQUARE

Other

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

ELECTRICITY

FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO

JAMES BUILDING RESTROOMS (CENTER GREEN)

N/A

Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

VENDORS PRESENT

FOOD SERVED

ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.

N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

- CITY SERVICES
NEEDED:
- EMERGENCY MEDICAL SERVICES (EMS)
 - TRAFFIC CONTROL
 - ONSITE SECURITY
 - BARRICADES
 - NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
 - N/A

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

Stage

Size of Stage

Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).

Size of Tent (s)

Bounce House

N/A

Other _____ be some

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood
Name/Streets to be
closed

Include addresses as appropriate

UPLOAD MAP

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

Type of Closure:

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

Explain lane restrictions needed and other needed below.

Further Info for type of
closure

SECURITY DEPOSIT AND FEE:

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ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

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Maria Spratford
Name of Organization/Applicant

*

Maria Spratford

Signature of Authorized Agent/Applicant

Maria Spratford
Printed Name and Title (If applicable)

22 Green Place, Carmel, IN 46033
Address of Organization/Applicant

7/23/2020
Date

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

Approved this _____ day of _____, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____



CITY OF CARMEL

REVIEWED VIA EMAIL

JACOB 7-29
BPW 8-5

CRED Heck ok -> must follow CDC guidelines for COVID-19
CFD _____
CPD Keith OK
ENG NA

INFORMATION

(only if needed for street use)

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:



Contact Person Penny Foster

Email psuefoster@aol.com

Phone Number: 3174571528

Cell Number: 3174571528

Address Street Address
531 Merrimac Dr.
Address Line 2
City Westfield
Postal / Zip Code 46074

State / Province / Region Indiana
Country United States

Name/Organization:

Organization Type:

Residency/Location: Do you reside or are you located within the Carmel city limits?

- Yes
- No



Event/Use Purpose: Emergency space for wedding location, referred by Joshua Kirsh

Event Date
8/14/2020

End Date
8/14/2020

Number of People Expected: 120

Set-Up Start time 12:00:00 PM

Tear Down End Time 10:00:00 PM

Event Start time:
05:00:00 PM

Event end time:
10:00:00 PM

Rehearsal NA

Rehearsal Date: 8/13/2020

Rehearsal Start Time: 04:00:00 PM

Rehearsal End Time: 05:00:00 PM

Fees?

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

YES

NO

Description of Event:

Provide a brief description of event

Mayor Brainard -- Thank you for even taking the time to read this form, as I know you are extremely busy during these very challenging times. I am writing to you today to see if we may be able to, by some miracle, host our daughter's wedding at this, or any, of the outdoor venues in the City of Carmel. To give you some of the background, our daughter Annie scheduled her wedding almost a year ago, at a venue in downtown Indy for Friday, August 14th. We have been watching the events of our country and state daily, hoping and praying, that things would work out for her. Unfortunately, yesterday the city of Indianapolis came out with updated guidelines, restricting gatherings of over 50 people indoors. And so we are currently in a desperate search for an alternative venue. Changing the date has it's own challenges given that she is in PA school to start rotations at the end of August.

Given the way the numbers are trending due to the virus, we believe the safest option would be to host an outdoor wedding. As a friend, I reached out to Joshua Kirsh for outdoor venue ideas. Hosting the wedding at the Carmel Gazebo could be the the perfect answer. Although I have currently requested 120 people for the event, our current number of attendees is at 170. We would be willing to change the number to whatever you feel you could accommodate safely. In addition, if another venue is an option (Joshua suggested perhaps Carter/Center Green by the Palladium) that is completely fine as well. I have also requested a tent for inclement weather, but this is certainly not a necessity if it poses any problems. At this point, we are just searching for anything that could work on such short notice. Kevin Paul from Blue Horseshoe / Brockway Public House / Danny Boy Brewery will be in charge of food & drink.

I can't thank you enough for your time and consideration with this request.

Fondly,
Penny & John Foster

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply



FACILITY (S)

- CENTER GREEN
- CIVIC SQUARE FOUNTAIN AREA
- CIVIC SQUARE GAZEBO
- JAPANESE GARDEN
- MONON & MAIN PLAZA
- MIDTOWN PLAZA - Events must be free and open to the public.
- REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.
- SOPHIA SQUARE
- Other

SPECIAL REQUESTS: Mark all that apply



REQUESTS:

- ELECTRICITY
- FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
- JAMES BUILDING RESTROOMS (CENTER GREEN)
- N/A
- Other

VENDORS: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

- VENDORS PRESENT
- FOOD SERVED
- ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
- N/A

CITY SERVICES NEEDED: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES NEEDED:

- EMERGENCY MEDICAL SERVICES (EMS)
- TRAFFIC CONTROL
- ONSITE SECURITY
- BARRICADES
- NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- N/A

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

Stage

Size of Stage

Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).

Size of Tent (s)

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

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood
Name/Streets to be
closed

Include addresses as appropriate

UPLOAD MAP

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

Type of Closure:

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

Explain lane restrictions needed and other needed below.

Further Info for type of
closure

SECURITY DEPOSIT AND FEE:

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ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

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Penny Foster
Name of Organization/Applicant

*

Penny Foster

Signature of Authorized Agent/Applicant

Penny Foster
Printed Name and Title (If applicable)

Address of Organization/Applicant

7/24/2020
Date

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

Approved this _____ day of _____, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____

APPLICATION CHECKLIST (for use by City of Carmel)

Checklist

- Application completed in full**
- Event narrative description included**
- Maps attached, if applicable**
- Vendor list attached, if applicable**
- Security deposit or event fee received**
- Certificate of Insurance received**
- Communication plan to residents and/or businesses and/or copy of email correspondence to affected parties received**
- HOA approval received**

Applicable permit or approval copies received

- Hamilton County Health Department**
- Hamilton County Sheriff**
- City of Carmel Fire Marshal**
- City of Carmel Police Department**
- Carmel Clay Parks & Recreation**



CITY OF CARMEL REVIEWED VIA EMAIL

CRED Heck: OK
CFD _____
CPD Keith OK
ENG NA

INFORMATION

(only if needed for street use)

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:



Contact Person: Kelli Prader
Email: kprader@carmel.in.gov
Phone Number: 3177483920
Cell Number: 3177483920
Address: Street Address: One Civic Square
Address Line 2: _____
City: Carmel State / Province / Region: Indiana
Postal / Zip Code: 46032 Country: United States

Name/Organization: City of Carmel
Organization Type: Non-Profit Organization
Residency/Location: Do you reside or are you located within the Carmel city limits?
 Yes
 No

Event/Use Purpose: City of Carmel 75th Anniversary of End of World War II - Mayor to Lay Wreath at Veterans Memorial Plaze

Event Date
8/14/2020

End Date
8/14/2020

Number of People Expected: 10

Set-Up Start time: 09:30:00 AM

Tear Down End Time: 11:00:00 AM



Event Start time:
10:30:00 AM

Event end time:
10:45:00 AM

Rehearsal NA

Rehearsal Date:

Rehearsal
Start Time:

Rehearsal
End Time:

Fees? Will a Fee be charged for this event? If yes please describe in narrative below.
 YES
 NO

Description of Event: Provide a brief description of event
Mayor Brainard will lay a wreath at Veterans Memorial Plaza to commemorate the 75th Anniversary of the end of World War II.

The public is then asked to follow Mayor's lead and lay a carnation (provided by the city and while they last) during the day as a way to commemorate and social distance.
Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply



- FACILITY (S)
- CENTER GREEN
 - CIVIC SQUARE FOUNTAIN AREA
 - CIVIC SQUARE GAZEBO
 - JAPANESE GARDEN
 - MONON & MAIN PLAZA
 - MIDTOWN PLAZA - Events must be free and open to the public.
 - REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.
 - SOPHIA SQUARE
 - Other Veterans Plaza - 3rd Ave

SPECIAL REQUESTS: Mark all that apply



- REQUESTS:
- ELECTRICITY
 - FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
 - JAMES BUILDING RESTROOMS (CENTER GREEN)
 - N/A
 - Other

VENDORS: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

- VENDORS:
- VENDORS PRESENT
 - FOOD SERVED
 - ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
 - N/A

CITY SERVICES NEEDED: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

- CITY SERVICES NEEDED:
- EMERGENCY MEDICAL SERVICES (EMS)
 - TRAFFIC CONTROL
 - ONSITE SECURITY
 - BARRICADES
 - NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
 - N/A

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

Stage

Size of Stage

Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).

Size of Tent (s)

Bounce House

N/A

Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:



SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood Name/Streets to be closed

The city's CRED department asks that we have traffic control during Mayor's wreath laying (at 10:30 a.m.) at Veterans Memorial in case protestors use this opportunity to gather.

Include addresses as appropriate

UPLOAD MAP

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

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

Explain lane restrictions needed and other needed below.

Further Info for type of closure

SECURITY DEPOSIT AND FEE:



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

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

DISCLAIMER:



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

ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT

TO COMPLY WITH CITY FACILITY USE POLICY

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

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

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

City of Carmel/Kelli Prader
Name of Organization/Applicant

*

Kelli Prader

Signature of Authorized Agent/Applicant

Kelli Prader/Project Manager
Printed Name and Title (If applicable)

One Civic Square, Carmel, IN
Address of Organization/Applicant

7/24/2020
Date

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

Approved this _____ day of _____, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____

APPLICATION CHECKLIST (for use by City of Carmel)

Checklist

- Application completed in full**
- Event narrative description included**
- Maps attached, if applicable**
- Vendor list attached, if applicable**
- Security deposit or event fee received**
- Certificate of Insurance received**
- Communication plan to residents and/or businesses and/or copy of email correspondence to affected parties received**
- HOA approval received**

Applicable permit or approval copies received

- Hamilton County Health Department**
- Hamilton County Sheriff**
- City of Carmel Fire Marshal**
- City of Carmel Police Department**
- Carmel Clay Parks & Recreation**

Cross Reference to Prior Deed of Record: Special Warranty Deed, Instrument Number 2001-70412 in the Office of the Recorder of Hamilton County, Indiana

TEMPORARY EASEMENT AGREEMENT

This Temporary Easement Agreement (the "Agreement") is made and entered into this _____ day of _____, 2020 by and between the City of Carmel, Indiana ("Grantor") and American Aggregates Corporation, a North Carolina corporation ("Grantee").

APPROVE
JAO

RECITALS

WHEREAS, Grantor owns certain real property (the "Grantor's Parcel") located in Carmel, Hamilton County, Indiana, generally located at the northeast corner of 116th Street and Hazel Dell Parkway and known as Hazel Landing Park (the "Park").

WHEREAS, Grantee, in connection with Grantee's anticipated decommissioning of the Mueller North Quarry (the "Project"), requires a temporary easement across a portion of the Grantor's Parcel for purposes of constructing an above-ground drainage pipe and discharging water from the Project into the White River (the "Pipe"). Such temporary easement area (the "Temporary Easement Parcel") is more particularly described on Exhibit A, attached hereto and incorporated herein.

NOW, THEREFORE, in consideration of the foregoing recitals, all of which are incorporated herein by this reference, and of the grant of easement and the mutual promises and covenants set forth herein, the parties hereto agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee the right to utilize the Temporary Easement Parcel for the installation, maintenance, use and removal of the Pipe (the "Temporary Easement") for a period of three (3) years from the date hereof (the "Termination Date"). The Termination Date may be extended for a period of one (1) year upon the written agreement of Grantor and Grantee. On or before the Termination Date, Grantee shall remove the Pipe and use commercially reasonable efforts return the Temporary Easement Parcel to Grantor in substantially the same condition as existed prior to the commencement of the Project.

2. Rights Retained by Grantor. Grantor shall retain unto itself, and its grantees, successors and assigns, and all others to whom Grantor may grant rights or easements, the right to use the Temporary Easement Parcel for any and all purposes and uses not inconsistent with the foregoing Temporary Easement.

3. Obligations of Grantee. Prior to construction of the Pipe, Grantee shall obtain Grantor's written approval of the plans for construction and location of the Pipe. Grantee may not remove or modify any landscaping, plants, vegetation or other items or improvements of any kind except as specifically shown on the plans approved by Grantor. Grantee acknowledges that the Temporary Easement Parcel is part of the Park and that access to the Park is open to the public. Grantee agrees (i) to provide appropriate signage, which signage is reasonably acceptable to

Grantor, identifying the pipe and including other notices and/or warnings required by Grantor, to the public regarding the Pipe; and (ii) to take all other safety measures and precautions that Grantor requires. Grantee shall use commercially reasonable efforts to repair any physical damage to the surface area of the Temporary Easement Parcel and the adjoining land of Grantor's Parcel resulting from the exercise of the rights granted herein to Grantee to a condition which is reasonably close to the condition it was in prior to the damage, all to the extent such damage is caused by Grantee or its contractors or employees. Grantee shall have no right to construct any improvements other than the Pipe on the Temporary Easement Parcel. Grantee shall not excavate within the Temporary Easement Parcel to construct, repair, or maintain the Pipe or for any other purpose whatsoever. Grantee shall be responsible for complying with all necessary safety practices and guidelines, including those imposed by Grantor, and applicable laws, rules, codes, ordinances and regulations in exercising its rights hereunder. Grantee, at its own expense, shall obtain all necessary permits and approvals for the Project and the Pipe, including, but not limited to, all permits and approvals necessary to discharge water into the White River and otherwise comply with applicable environmental and other laws, rules, regulations, resolutions and ordinances.

4. Indemnification. Grantee shall indemnify and hold harmless Grantor from and against any injuries, liability, losses, damages, costs or expenses (including without limitation reasonable attorneys' fees and costs) incurred by Grantor as a result of (i) Grantee's installation, maintenance, repair or use of the Pipe (ii) the exercise by Grantee of the rights granted under this Agreement; (iii) any mechanics or materialmen's liens which may be filed against Grantor's Parcel or the Temporary Easement Parcel; and (iv) Grantee's violation of any applicable laws, rules, regulations, resolutions and ordinances, including but not limited to environmental laws. Notwithstanding the above, Grantee's indemnification obligations do not include any liability, loss, claim, damage, demand, action, cause of action, suit, judgment, proceeding, cost or expense caused or contributed to by any negligence or misconduct of Grantor, or its employees, contractors, agents, invitees, licensees or assigns.

5. Insurance. Grantee and its project contractor shall, at such party's sole cost and expense, maintain in force a policy of general commercial public liability insurance insuring Grantor against liability arising from Grantee's use, occupancy and maintenance of the Pipe and the Temporary Easement Parcel and such other insurance as Grantor shall reasonably require. Grantee's insurance shall be in an amount not less than Two Million Dollars (\$2,000,000.00) to or for the death or injury of one (1) person in any action or occurrence and in the amount not less than Five Million Dollars (\$5,000,000.00) to or for the death or injury of more than one (1) person in any one action or occurrence. Such insurance maintained by Grantee pursuant to this section shall be written by insurance companies licensed to do business in the State of Indiana and Grantee shall give Grantor advance written notice of any cancellation or termination. Prior to performing any work on the Easement Property, Grantee shall provide Grantor certificates of insurance reflecting the policy in force pursuant to this section.

6. Amendment. This Agreement may be amended only by a written instrument signed by the parties hereto and recorded in the Hamilton County Recorder's Office.

7. Remedies and Attorney's Fees. In the event of a breach or threatened breach of this Agreement, each party shall be entitled to all legal and equitable rights and remedies available at law or in equity. If at any time this Agreement becomes the subject of any legal action or proceedings between the Grantor and the Grantee in or before any court, arbitrator, mediator, or other adjudicator (whether pursuant to legal process, court order, voluntary submission, agreement or consent), the non-prevailing party shall be responsible for all costs and expenses incurred by the prevailing party in connection with such action or proceedings including, but not limited to any and all court costs, arbitration, mediation and other fees and costs, all reasonable attorney's fees, expert witness fees, and other costs.

8. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future statute or judicial decision, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

9. Notice. In the event there is an alleged violation of the terms and conditions set forth in this Agreement, the non-violating party shall notify the violating party of the alleged violation in writing via certified mail, return receipt requested. The violating party shall have fifteen (15) days from the date of receipt of such written notice to cure or remedy the alleged violation, except in the event of an emergency for which no notice or cure period shall be required. Notice of an alleged violation shall be forwarded to the Grantor at the following address: One Civic Square, Attn: Office of Corporation Counsel, Carmel, IN 46032. Notice of an alleged violation shall be forwarded to the Grantee at the following address: 12220 North Meridian Street - Suite 100, Carmel, IN 46032, Attn: VP/GM with a copy to 2710 Wycliff Road, Raleigh, NC 27615, Attn: General Counsel.

10. Authority. The persons executing this instrument on behalf of each party hereby represent that they have the authority to bind such party to the terms and conditions set forth herein and that all necessary action therefore has been taken.

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

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

GRANTEE
AMERICAN AGGREGATES CORPORATION

By: Edwin P Gehr

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Edwin P Gehr for AMERICAN AGGREGATES CORPORATION, who acknowledged execution of the foregoing Agreement on behalf of the American Aggregates Corporation.

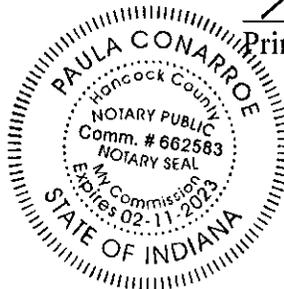
Witness my hand and Notarial Seal this 15th day of July, 2020.

My commission expires: 2-11-23

Paula Conarroe
Notary Public

I am a resident of Hancock County, Indiana

Paula Conarroe
Printed Name



**GRANTOR
CITY OF CARMEL BOARD OF PUBLIC WORKS & SAFETY**

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, Clerk

Date: _____

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

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

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

My Commission Expires:

Notary Public

Residing in _____ County

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

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

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

My Commission Expires:

_____ Notary Public

Residing in _____ County

_____ Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

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

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

My Commission Expires:

_____ Notary Public

Residing in _____ County

_____ Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

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

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

My Commission Expires:

Notary Public

Residing in _____ County

Printed Name

This instrument was prepared by: Jon A. Oberlander, Assistant Corporation Counsel, City of Carmel, One Civic Square, Carmel, Indiana 46032.

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



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT
State Form 54266 (R2 / 6-15) / Form 236
STATE BOARD OF ACCOUNTS

Indiana Code 35-44.1-1-4

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

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

1. **Name and Address of Public Servant Submitting Statement:** ADAM P AASEN
775 EDEN VILLAGE COURT, CARMEL INDIANA 46033

2. **Title or Position With Governmental Entity:** CITY COUNCILOR

3. a. **Governmental Entity:** CITY OF CARMEL

b. **County:** HAMILTON COUNTY

4. **This statement is submitted (check one):**
a. as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
b. as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.

5. **Name(s) of Contractor(s) or Vendor(s):** MEG & ASSOCIATES

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

ADAMAASEN WILL WRITE PRESS RELEASES, DESIGN WEB SITES AND OTHER MARKETING SERVICES FOR MEG & ASSOCIATES STARTING 7/1/2020

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

ADAM WILL BE PAID A \$700 MONTHLY RETAINER FOR HIS SERVICES. MEG & ASSOCIATES HAS HAD THE CITY OF CARMEL AS CLIENT IN THE PAST BUT ADAM AASEN WILL NOT WORK ON ANY CITY EVENTS (INCLUDING NONPROFITS STARTED BY THE CITY SUCH AS THE CARMEL CHRISTKINDLMARKT OR THE CARMEL FILM & MUSIC FESTIVAL). ADAM'S WORK WILL BE STRICTLY FOR THEIR CLIENTS SUCH AS ARTS ORGANIZATIONS OR FOR PROFIT PRIVATE BUSINESSES.

(Attach extra pages if additional space is needed.)

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

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

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

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

Elected Official

Office

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

JULY 15, 2020
Date Submitted (month, day, year)

JULY 1, 2020
Date of Action on Contract or Purchase (month, day, year)

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

Signed: 
(Signature of Public Servant)

Date: JULY 15, 2020
(month, day, year)

Printed Name: ADAM P AASEN
(Please print legibly.)

Email Address: ADAMAASEN@GMAIL.COM

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

RELEASE AND SETTLEMENT



This RELEASE AND SETTLEMENT OF ALL CLAIMS (the "Agreement") releases any and all claims or potential claims by Jennifer Davidson (the "Releasor") against the City of Carmel, its successors, assigns, elected officials, officers, directors, employees, attorneys and agents (collectively, the "City").

NOW, THEREFORE, in consideration of the mutual promises and agreements made between the parties to this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The City agrees to pay Three Thousand Seven Hundred Forty Eight Dollars (\$3,748.00) to the order of Releasor listed above.
2. Releasor agrees to accept such amount as payment in full and hereby releases, acquits and forever discharges the City from all causes of action, suits, debts, sums of money, covenants, arrangements, promises, obligations, trespasses, torts, injuries, losses, damages, claims, demands, or other liability of relief of any nature whatsoever, whether known or unknown, direct or indirect, foreseen or unforeseen, resulting or to result, whether in law or in equity, whether presently asserted or not, which have accrued or which may accrue, including but not limited to, claims that were asserted or that could have been asserted up to this date relating to a sewer line backup that occurred at 12709 Wembley Road, Carmel, Indiana 46033. Such release is conditioned upon receipt by Releasor in good funds of the amount described in Paragraph 1 above within sixty (60) days of the date of this Agreement.
3. The parties acknowledge that this Agreement is the compromise of a doubtful and disputed claim and that the consideration paid hereunder is not an admission of liability on the part of either party, by whom liability is expressly denied.
4. The Releasor, by signing this Agreement, does hereby acknowledge and warrant that it has carefully read this Agreement in its entirety and understands it to be a FULL AND FINAL RELEASE, WAIVER AND DISCHARGE OF THE CLAIMS DESCRIBED IN PARAGRAPH 2 as well as under any other statutes and/or common-law principals of similar effect.

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

CITY OF CARMEL, INDIANA

by and through its Board of Public Works and Safety

By:

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

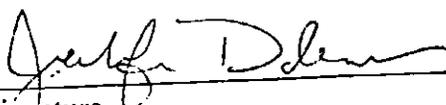
Date: _____

ATTEST:

Sue Wolfgang, Clerk

Date: _____

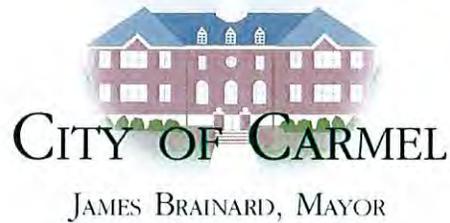
JENNIFER DAVIDSON
("RELEASOR")



Signature

4/3/20

Date



July 27, 2020

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

RE: RIGHT OF WAY VACATION – 103RD ST & ILLINOIS ST

Dear Board Members:

Mr. Timothy Ochs, on behalf of Carmel Indy Holdings, LLC, has requested the Board provide a favorable recommendation for the vacation of dedicated Right of Way at the intersection of 103rd Street and Illinois Street. The right of way proposed to be vacated was originally part of a roundabout intersection that was removed when access to US31 from 103rd street was cut off.

Per the current City procedure for vacating public right-of-way, the City Engineer is responsible for validating the accuracy of the legal description provided by the surveyor and completeness of the vacation package. Based on the information provided to the Department of Engineering by the Petitioner, the petition, legal description and exhibit appears to be accurate.

Upon approval by the Board, the petitioner will provide appropriate documentation to the Clerk's office that will be presented to the Carmel City Council for final resolution.

The Department of Engineering recommends the Board provide a favorable recommendation for the vacation of the Right-of-Way as shown on the attached exhibit.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

ATTACHMENT: VACATION PETITION AND EXHIBITS

PETITION TO VACATE A PUBLIC WAY
LOCATED ENTIRELY WITHIN
THE CORPORATE BOUNDARIES OF CARMEL INDIANA

1. Carmel Indy Holdings, LLC, a Delaware limited liability company ("Petitioner"), pursuant to Indiana Code *36-7-3-12, does hereby respectfully petition the Common Council of the City of Carmel, Indiana, for the vacation of those portions of the existing Public Way of portions of Illinois Street, 103rd Street and Superior Street located entirely within the corporate boundaries of Carmel, Indiana, as is more particularly described below and in the exhibit attached hereto and made a part hereof.
2. The portion of the existing Public Way being vacated is more particularly described in Exhibit "A" and depicted in Exhibit "B" hereto, which are incorporated herein by this reference (the "Property").
3. In support of this petition, the Petitioner submits the following:

Street, The 103 Property^r Street was and originally Superior part Street. of a round-a-bout Due to traffic at changes the intersection in the area, of Illinois103rd

Street no longer connects to US 31 and the round-a-bout has been reconfigured. Accordingly, the continued use of the Property as public right-of-way is unnecessary. Vacating the Property will not impede traffic on Illinois Street, 103rd Street or Superior Street because the improved area of these streets will not be impacted. Moreover, the vacation, if approved, will not hinder or otherwise adversely impact access to any property that abuts these streets since the improved streets will remain in their current condition and configuration, which is adequate to provide access. The vacation will not hinder future growth or development because the existing streets have demonstrated over time that they are capable of handling the traffic that desires access to the surrounding properties without the need for additional improvements.

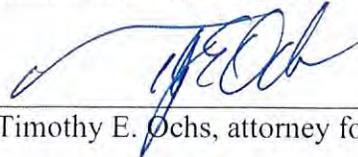
Petitioner and the City of Carmel entered into a Land Exchange Agreement dated September 18, 2019, as amended (the "Exchange Agreement"), whereby the City and Petitioner agreed to exchange certain real property, including the Property. The Exchange Agreement anticipates development of the Property by Petitioner and such development requires the vacation of the Property as right of way. Petitioner respectfully requests that the Common Council of the City of Carmel, Indiana vacate the areas of the Property.

4. The following are the names and addresses of the owners of land which abut the property proposed to be vacated:

1. Carmel Indy Holdings LLC, which owns tax parcels numbered 16-13-1100-00-036.009, and 16-13-11-00-00-036.008.

Petitioner

Carmel Indy Holdings, LLC, a Delaware limited liability company



Timothy E. Ochs, attorney for Petitioner

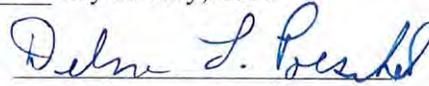
7/24/20

Date

Before me, a Notary Public in and for said County and State, personally appeared Timothy E. Ochs, the attorney for Carmel Indy Holdings, LLC, who acknowledged the execution of the foregoing "Petition to Vacate a Public Way" on behalf of said company.

14th day of July, 2020

WITNESS my hand and Notarial Seal this



Notary Public

Debra L. Poeschel

(Printed Signature)

My Commission Expires:

Oct. 29, 2022

DEBRA L. POESCHEL

Notary Public

SEAL

Hancock County, State of Indiana

My County of Residence: My Commission Expires Number October 65915629, 2022

4n cook

State of Indiana

)SS:

County of Hamilton)

This instrument was prepared by Timothy E. Ochs, ICE MILLER, LLP, One American Square, Suite 2900, Indianapolis, Indiana, 46282-0200, Telephone: 317-236-5952.

I affirm, under penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Timothy E. Ochs, Esq.

Recommended for Approval to the Common Council of the City of Carmel, Indiana,
this day of _____, 20__.

CITY OF CARMEL, INDIANA
Board of Public Works and Safety

By:

James Brainard, Mayor

Lori Watson, Member

Mary Ann Burke, Member

Attest:

Sue Wolfgang, Clerk

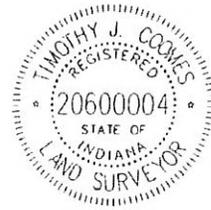
Date: _____

Exhibit A

Description of Property to be Vacated

A part of the Northwest Quarter of Section 11, Township 17 North, Range 3 East, Hamilton County, Indiana, and being that part of the grantor's land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked EXHIBIT "B", described as follows: Commencing at the southwest corner of said quarter section, designated as point "4" on said plat; thence North 89 degrees 03 minutes 13 seconds East 608.11 feet along the south line of said quarter section to the east boundary of Illinois Street; thence North 0 degrees 02 minutes 50 seconds West 105.10 feet along the boundary of said Illinois Street; thence along said boundary Northeasterly 422.66 feet along an arc to the right and having a radius of 485.00 feet and subtended by a long chord having a bearing of North 24 degrees 55 minutes 06 seconds East and a length of 409.41 feet; thence continuing along said boundary North 49 degrees 53 minutes 02 seconds East 40.98 feet to the point of beginning of this description, designated as point "716" on said plat; thence North 39 degrees 57 minutes 17 seconds East 88.48 feet to point "717" designated on said plat; thence Northeasterly 234.66 feet along an arc to the left and having a radius of 1,515.75 feet and subtended by a long chord having a bearing of North 35 degrees 31 minutes 11 seconds East and a length of 234.43 feet to point "718" designated on said plat; thence Northeasterly and Southeasterly 89.73 feet along an arc to the right and having a radius of 54.50 feet and subtended by a long chord having a bearing of North 78 degrees 14 minutes 59 seconds East and a length of 79.93 feet to point "719" designated on said plat; thence South 54 degrees 35 minutes 06 seconds East 59.09 feet to point "720" designated on said plat; thence Southeasterly 74.08 feet along an arc to the right and having a radius of 55.00 feet and subtended by a long chord having a bearing of South 16 degrees 00 minutes 02 seconds East and a length of 68.60 feet to point "721" designated on said plat; thence Southwesterly 107.27 feet along an arc to the left and having a radius of 195.00 feet and subtended by a long chord having a bearing of South 6 degrees 49 minutes 26 seconds West and a length of 105.93 feet to point "722" designated on said plat; thence Southerly 25.87 feet along an arc to the right and having a radius of 73.00 feet and subtended by a long chord having a bearing of South 1 degree 12 minutes 57 seconds West and a length of 25.73 feet to the northern line of the tract of land identified as "Parcel 1" in Instrument Number 200500062433 in the Office of the Recorder of Hamilton County, Indiana, designated as point "723" on said plat; thence along said northern line Southwesterly 27.40 feet along an arc to the left and having a radius of 40.00 feet and subtended by a long chord having a bearing of South 80 degrees 23 minutes 07 seconds West and a length of 26.87 feet; thence along said northern line Northwesterly 195.76 feet along an arc to the right and having a radius of 165.00 feet and subtended by a long chord having a bearing of North 85 degrees 15 minutes 10 seconds West and a length of 184.48 feet; thence along said northern line Southwesterly 55.05 feet along an arc to the left and having a radius of 40.00 feet and subtended by a long chord having a bearing of South 89 degrees 18 minutes 36 seconds West and a length of 50.81 feet; thence South 49 degrees 53 minutes 02 seconds West 83.77 feet along said northern line to the point of beginning and containing 1.127 acres, more or less.

This description was prepared for the City of Cannel, Indiana by
Timothy J. Coomes, Indiana Registered Land Surveyor, License Number
20600004 day of November, 2018.



Timothy J. Coomes

20600004, on the

Exhibit B

Depiction of Property to be Vacated

RIGHT-OF-WAY PARCEL PLAT

SHEET 1 OF 2

50 100

Prepared for The City of Carmel, Indiana by United Consulting (Job No. 11-408)
sc,q,E: 2M

CU
P.I. 42+79.22 "PR s-l-r
4 355604" Lt.
300.00'

CURVE DATA: 70 RT. 32+39.27

P.I. 32+13.18 "PR-A3" P.o.T. 32+71.05 97.29' 095920" m 188.15'
R- 300.00'

15.38

26.22
52.3C

P.R.c. 31+86.96 "PR-AM
69

P.T. 32+53.07 "A" 519

P.o.T. 39+32.98 PR S-I-K"
50
=P.O.T. 30+82.70 "PR-A

P.C. 31+21.35

51

CURVE DATA:

P.I. 29+10.68
A- 234856" Lt
1,349.13'
284.50'
560.78'
29.67

16 P.I. 29+96.46

P.c. 41+81.93 "PR s-l-r

551

P.o.r. 27+25.93 PR s-2-R
=P.O.T. 41+91.53 PR S-I-K 369

103RD sr.

LINE PR s-l-r

p.T. 26+65.03 PR s-2-A"

370

P.n. 26+63.37 "A"
514

P.R.C. 25+08.82 PR s-2-A"

371

P.c. 26+26.18 PR-Å3" 717 719
68

721

723

RT. 26+19.50 PR-Å3"

718

P.c. 24+64.85 PR s-2-Å" 372

720

722

"PR S-2-A"

LINE

716

CURVE DATA*

P.L. 25+93.17 PR S-2-A"

NW, 1/4

REVISED BY: T.J. COOMES 11-5-18

OWNER THE BOARD OF COMMISSIONERS

DRAWN BY: R.P. KORUUS 3-24-16

OF I-WLTON COUNTY, IN

CHECKED BY: T.J. COOMES 3-25- AZ 533538" m.
16

CODE

DES. NO. :

PROJECT 10-10

ROAD ILLINOIS ST.

INSTRUMENT NO. 9202819, DATED 1-16-1992

COUMY WILTON

HATCHED AREA IS THE

SECTION 11

APPROXIMATE REMWT

TOWNSHIP: 17N.

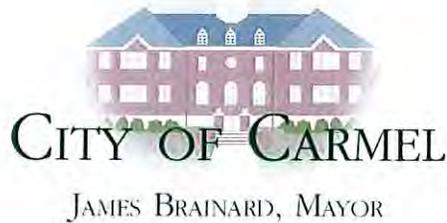
SW. COR., P.I. 24+86.86
SEC. 110711'51" Lt

CURT DATA:

167.00'
84.35'
156.21'
20.09'

35000'
22.01'
43.97
0.69'

Dimensions shown ore from the above isled Record Documents.



July 27, 2020

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

RE: CURB CUT REQUEST, CURB CUT VACATION– 12012 RIVER ROAD

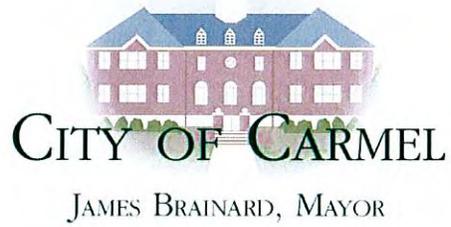
Dear Board Members:

Mr. Jeff Snellenberger has requested approval for a vacation of an existing curb cut and one new curb cut to serve a proposed new residential residence at 12012 River Road (Exhibit attached). A new driveway is proposed from the northern frontage of River Road. The existing driveway on the western river road frontage will be used as a temporary construction entrance during the project and removed once the new driveway has been installed.

There are no alignment or sight line issues associated with this request.

The Department of Engineering recommends that the Board approve the requested curb cut and curb cut vacations contingent upon satisfaction of the following requirements:

- In constructing the entrance, the petitioner's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- The portion of the proposed entrance within the right of way is constructed of concrete pursuant to Carmel City Code 6-227(h)(6).
- Apron within right of way shall not exceed maximum width indicated on City Standard Details and shall be minimum 6" thickness concrete. (City of Carmel Standard Drawing 10-21A) No portion of the proposed drive aprons within the City right of way shall encroach past the extension of the property line to the center of the street.
- Public streets and alleys shall be kept clean of dirt and debris at all times.
- The portion of the existing drive within the right of way is to be abandoned in accordance with Carmel City Code 6-227(h)(10).
- Petitioner understands that approval is granted for the items described above only. All other items of work shown on the attached exhibits are subject to review and approval by the Department of Engineering and other Departments of the City as a part of a separate process.
- Access to surrounding properties shall be maintained at all times.
- The petitioner acknowledges that the vacation of the existing curb cut as shown on the attached exhibit terminates the approval and use of the curb cut immediately upon the demolition of the existing curb cut or construction of the new curb cut, whichever occurs first.



- Any damage to improvements within the public right-of-way connected with the construction of the project shall be restored to comply with all city codes and standards to the satisfaction of the City when work is complete.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Kashman", is positioned above the typed name.

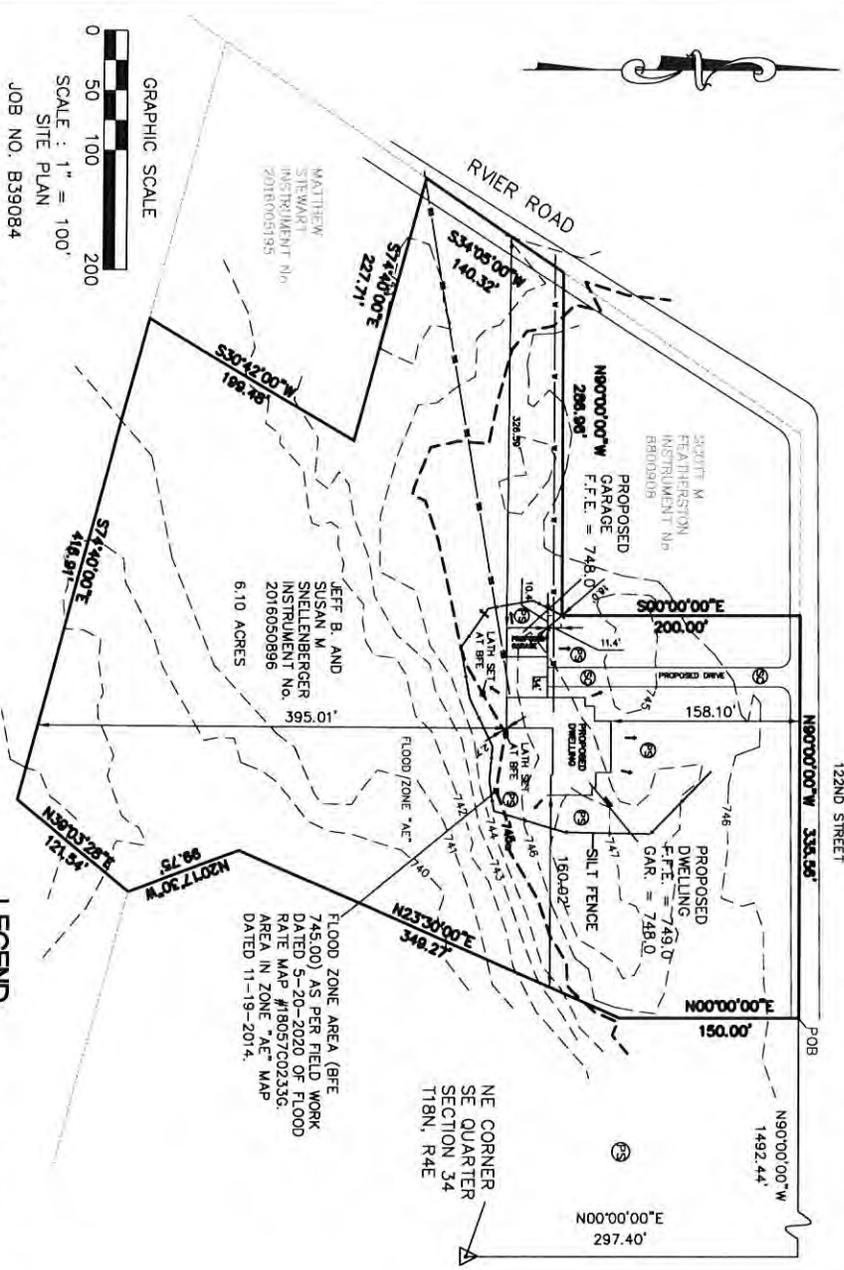
Jeremy Kashman, P.E.
City Engineer

ATTACHMENTS

THE WITHIN SITE PLAN WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE POLICY AND ARE THEREFORE SUBJECT TO ANY STATEMENT OF FACTS REVEALED BY EXAMINATION OF SCHEDULE "A" AND SCHEDULE "B" OF A TITLE POLICY.

SITE PLAN

PART OF THE N.E. 1/4, AND S.E. 1/4 SECTION 34-18-4



GRAPHIC SCALE
 0 50 100 200
 SCALE : 1" = 100'
 SITE PLAN
 JOB NO. B39084
12012 RIVER ROAD
PARCEL #17-10-34-00-00-003.002
 MILLER SURVEYING 948 CONNER ST. NOBLESVILLE, IN. Ph. 773-2644

LEGEND
 (S) = STABILIZED CONSTRUCTION DRIVE
 (P) = PERMANENT SEED / SOD IMMEDIATELY

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

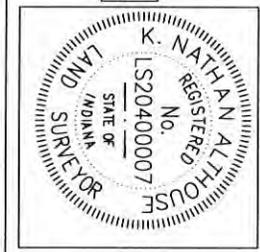
DESCRIPTION

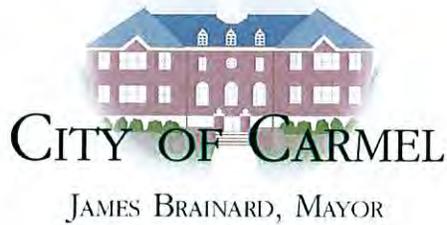
DESCRIPTION OF REAL ESTATE PER INSTRUMENT NO. 201605896

PART OF THE NORTHEAST QUARTER AND PART OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 4 EAST, IN HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 34; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS (ASSUMED BEARING) 297.40 FEET TO AN IRON PIPE; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE CENTERLINE OF A COUNTY ROAD 1492.44 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID CENTERLINE 335.56 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 200.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 286.96 FEET TO THE CENTERLINE OF RIVER ROAD; THENCE SOUTH 34 DEGREES 05 MINUTES 00 SECONDS WEST ALONG SAID CENTERLINE 140.32 FEET; THENCE SOUTH 74 DEGREES 40 MINUTES 00 SECONDS EAST 227.71 FEET; THENCE SOUTH 30 DEGREES 42 MINUTES 00 SECONDS WEST 199.48 FEET; THENCE SOUTH 74 DEGREES 40 MINUTES 00 SECONDS EAST 416.91 FEET; THENCE NORTH 39 DEGREES 03 MINUTES 28 SECONDS EAST 121.54 FEET; THENCE NORTH 20 DEGREES 17 MINUTES 30 SECONDS WEST 99.75 FEET; THENCE NORTH 23 DEGREES 30 MINUTES 00 SECONDS EAST 349.27 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 150.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.104 ACRES, MORE OR LESS.

K. Nathan Althous
 L.S. 20400007
 DATE: JULY 2, 2020
 FOR: JEFF SNELLENBERGER





July 28, 2020

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

RE: LANE RESTRICTION – DUKE ENERGY–ROHRER RD

Dear Board Members:

Mr. William Ferrell with Duke Energy is requesting approval for lane restrictions along Rohrer road between Marana Dr. and 146th Street in order to install buried power lines for the proposed substation at 929 Rohrer road. (exhibits attached). The lane restriction will move along Rohrer Rd as the work progresses and traffic will be maintained in both directions by flaggers. Work is scheduled to begin upon board approval.

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

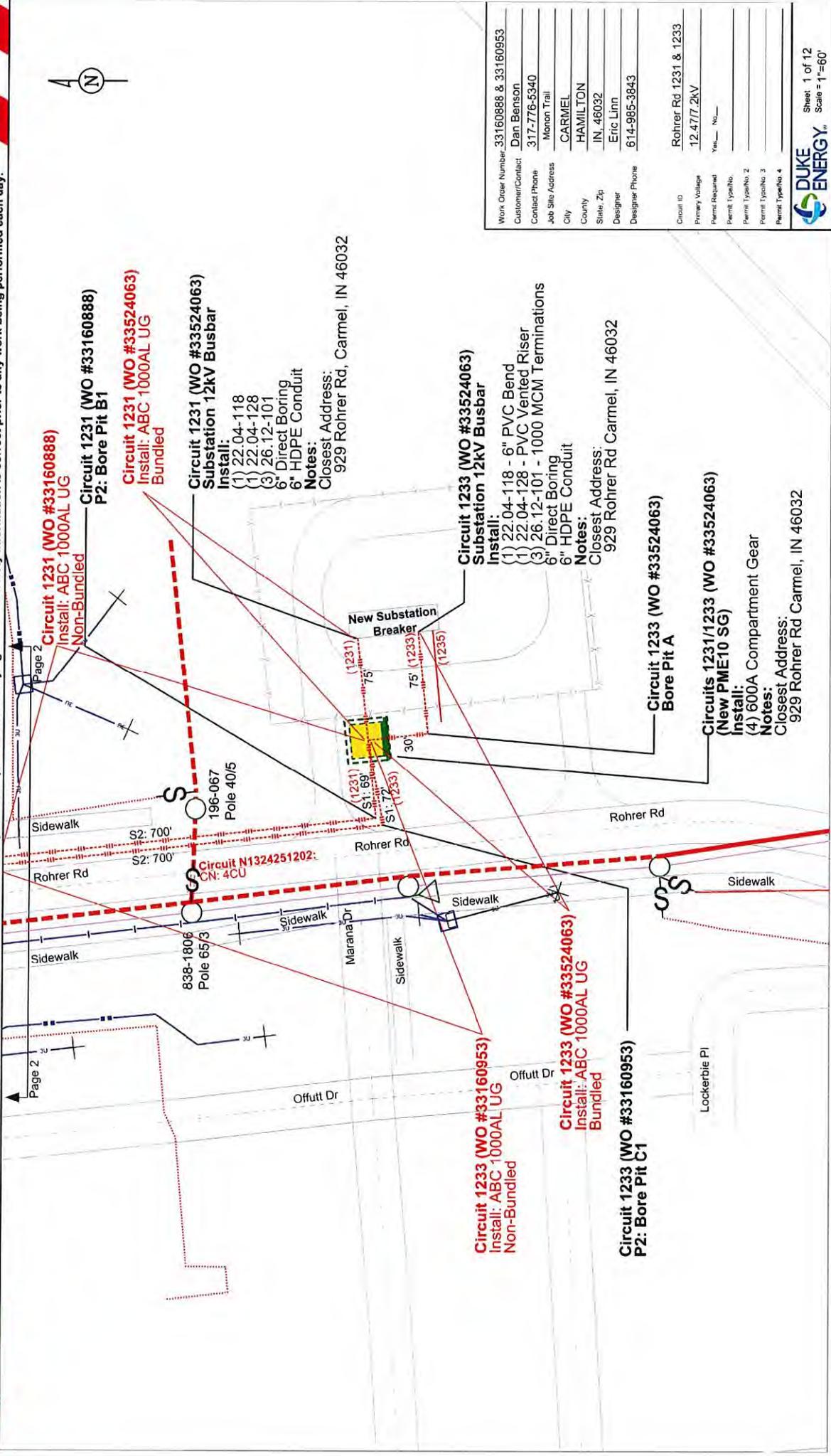
- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Petitioner agrees to post proper lane restriction signage and traffic control devices during the duration of the work.
- Any damage to the existing improvements within the right of way of and City of Carmel roadway shall be restored to the satisfaction of the City when work is completed.
- A minimum 10' width of the lane restriction area shall be provided at all times.
- Lane restrictions shall be performed between the hours of 9am and 4pm
- The Department of Engineering shall be provided a minimum 48 hour notification of lane restriction prior to commencement of work.
- Access to all adjoining properties shall be maintained at all times.

Sincerely,

Jeremy Kashman, P.E.
City Engineer



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



Work Order Number	33160888 & 33160953
Customer/Contact	Den Benson
Contact Phone	317-776-5340
Job Site Address	Monon Trail
City	CARMEL
County	HAMILTON
State/Zip	IN, 46032
Designer	Eric Linn
Designee Phone	614-985-3843
Circuit ID	Rohrer Rd 1231 & 1233
Primary Voltage	12.47/7.2kV
Permit Required	Yes No
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



USP: Station Breaker Carmel 69 1231 & 1233
 USP: -925 Rohrer Rd, Carmel, IN 46032
 USP: PERSONAL ACCOUNTABILITY
 USP: ACTIVE CAREGIVING
 USP: HAZARD RECOGNITION

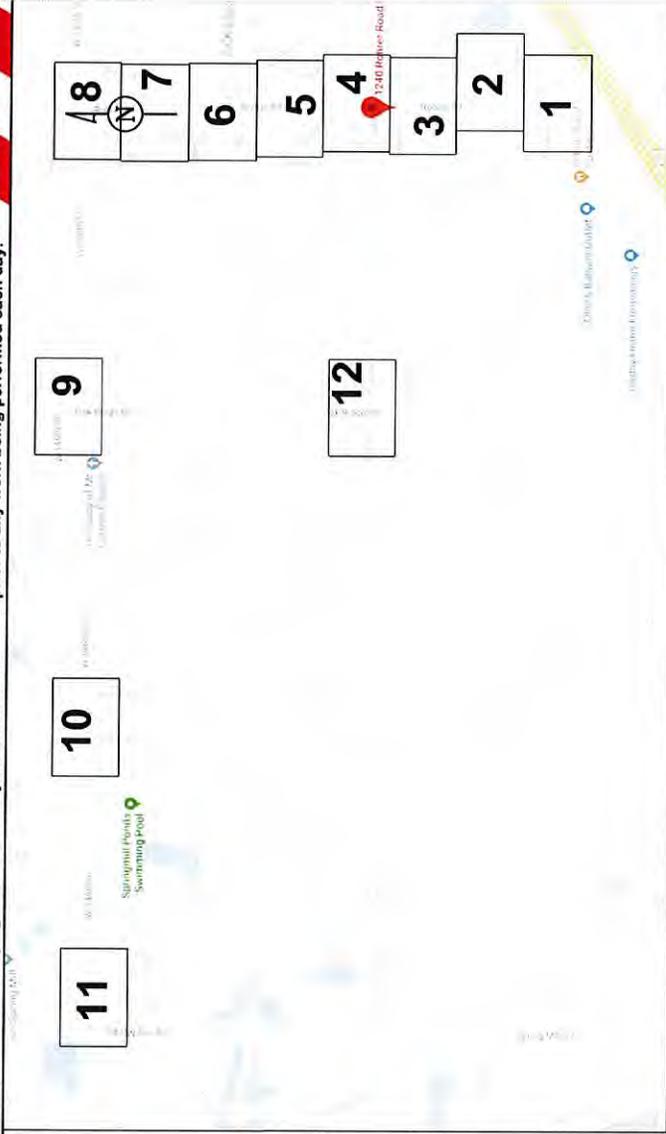
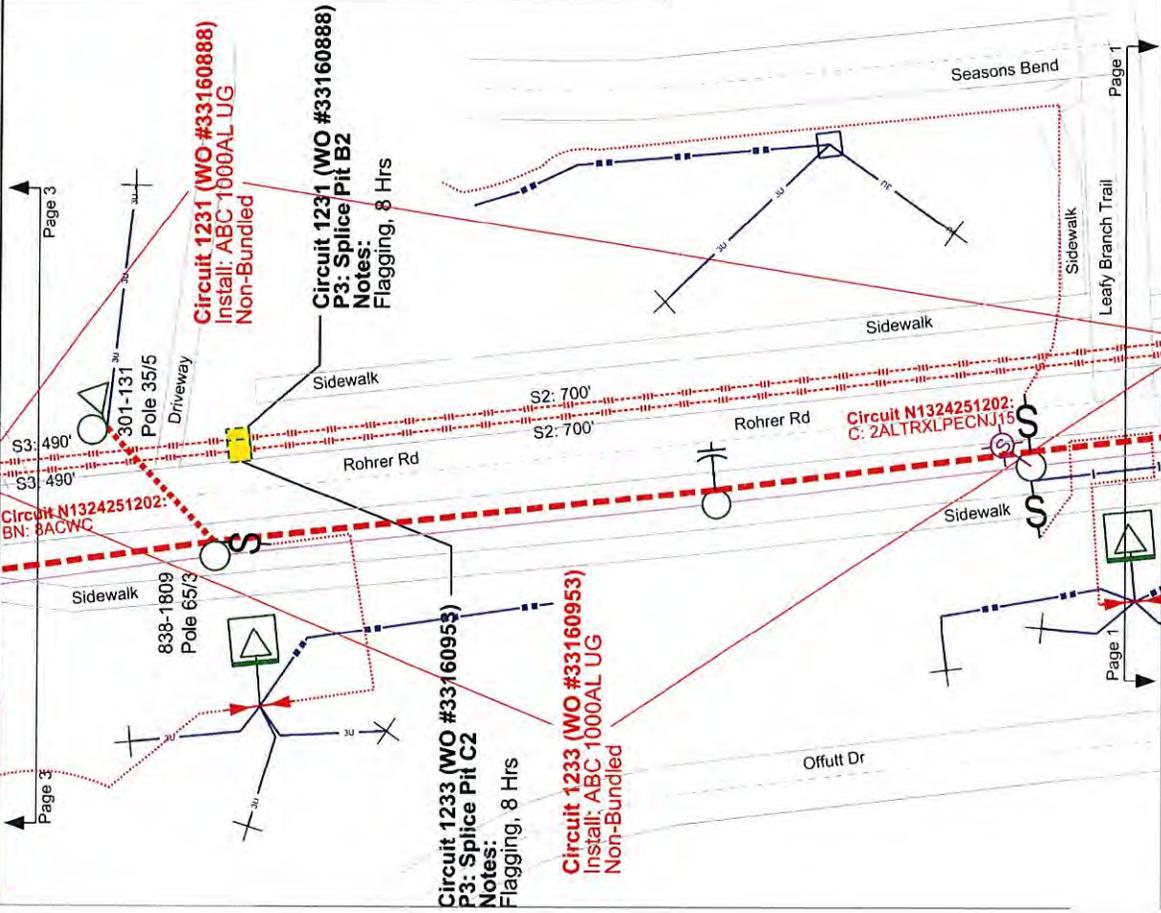


Safety Reminders / Adverse Conditions



Work Zone General Comments: Double click to e

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



Work Order Number	33160888 & 33160953
Customer/Contact	Dan Benson
Contact Phone	317-776-5340
Job Site Address	Monon Trail
City	CARMEL
County	HAMILTON
State, Zip	IN, 46032
Designer	Eric Linn
Designer Phone	614-985-3843
Circuit ID	Carmel Rd 1231 & 1233
Primary Voltage	12,747.2kV
Permit Required	Yes No
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



Sheet 2 of 12
 Scale = 1"=60'



USP: Station Breaker Carmel 69 1231 & 1233
 USP: -925 Rohrer Rd, Carmel, IN 46032
 USP:
 USP:
 USP:



Safety Reminders / Adverse Conditions
 ?:
 ?:
 ?:
 ?:

Work Zone General Comments: Double click to e

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

BOTH CIRCUITS WILL CROSS ROHRER AT P4. RUN NORTH ALONG WEST SIDE OF ROHRER & ON EAST SIDE OF SIDEWALK
***ENSURE A MIN. OF 3FT SEPARATION BETWEEN THE 1233 & 1231 (5/5/2020)**

Circuit 1233 (WO #33160953)
 Install: ABC 1000AL UG
 Bundled

P5: SPLICE PIT

Circuit 1233 (WO #33160953)
 Install: ABC 1000AL UG
 Non-Bundled

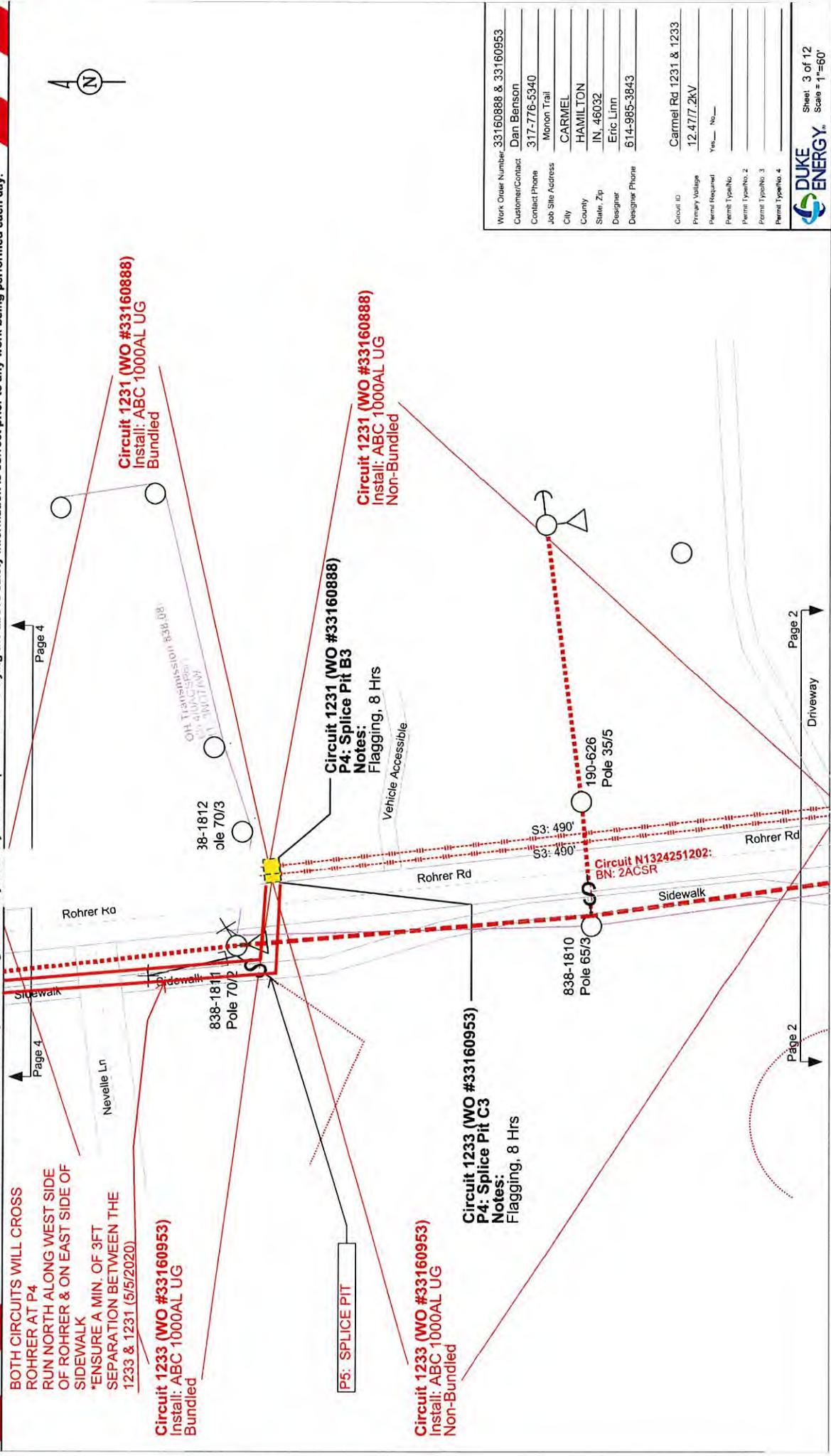
Circuit 1233 (WO #33160953)
P4: Splice Pit C3
 Notes:
 Flagging, 8 Hrs

Circuit 1231 (WO #33160888)
P4: Splice Pit B3
 Notes:
 Flagging, 8 Hrs
 Vehicle Accessible

Circuit 1231 (WO #33160888)
 Install: ABC 1000AL UG
 Non-Bundled

Circuit 1231 (WO #33160888)
 Install: ABC 1000AL UG
 Bundled

Circuit N1324251202:
 BN: 2ACSR



Work Order Number	33160888 & 33160953
Customer/Contact	Dan Benson
Contact Phone	317-776-5340
Job Site Address	Monon Trail
City	CARMEL
County	HAMILTON
State, Zip	IN, 46032
Designer	Eric Linn
Designer Phone	614-985-3843
Circuit ID	Carmel Rd 1231 & 1233
Primary Voltage	12.47/7.2kV
Permit Required	Yes No
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



USP: Station Breaker Carmel 69 1231 & 1233
 USP: -925 Rohrer Rd, Carmel, IN 46032
 USP:
 USP:
 USP:



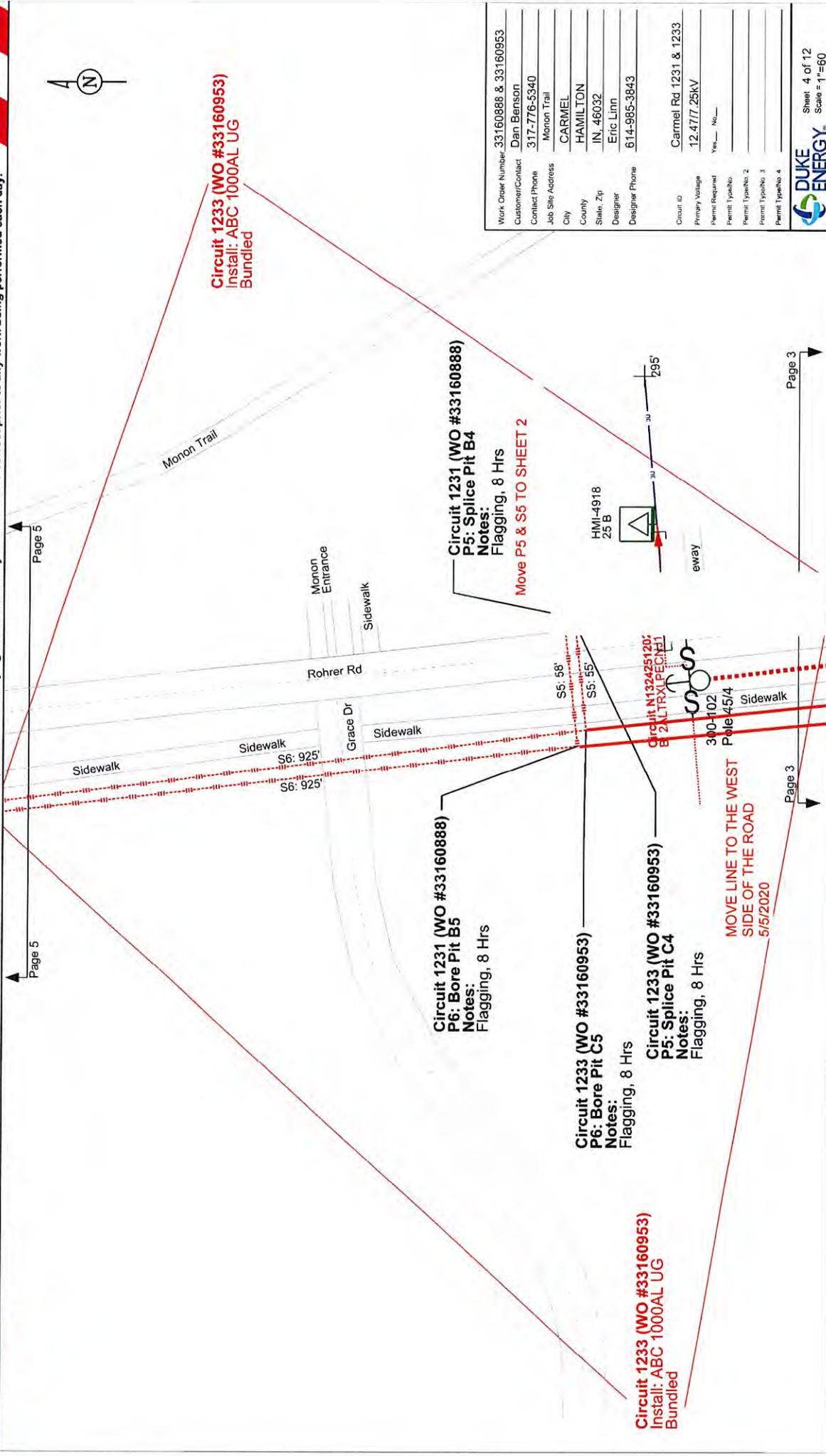
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Safety Reminders / Adverse Conditions



Work Zone General Comments: Double click to e

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



Work Order Number	33160888 & 33160953
Customer/Contact	Dan Bensson
Contact Phone	317-776-5340
Job Site Address	Monon Trail
City	CARMEL
County	HAMILTON
State, Zip	IN, 46032
Designer	Eric Linn
Designer Phone	614-985-3843
Circuit ID	Carmel Rd 1231 & 1233
Primary Voltage	12.47/7.25KV
Permit Required	Yes No
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



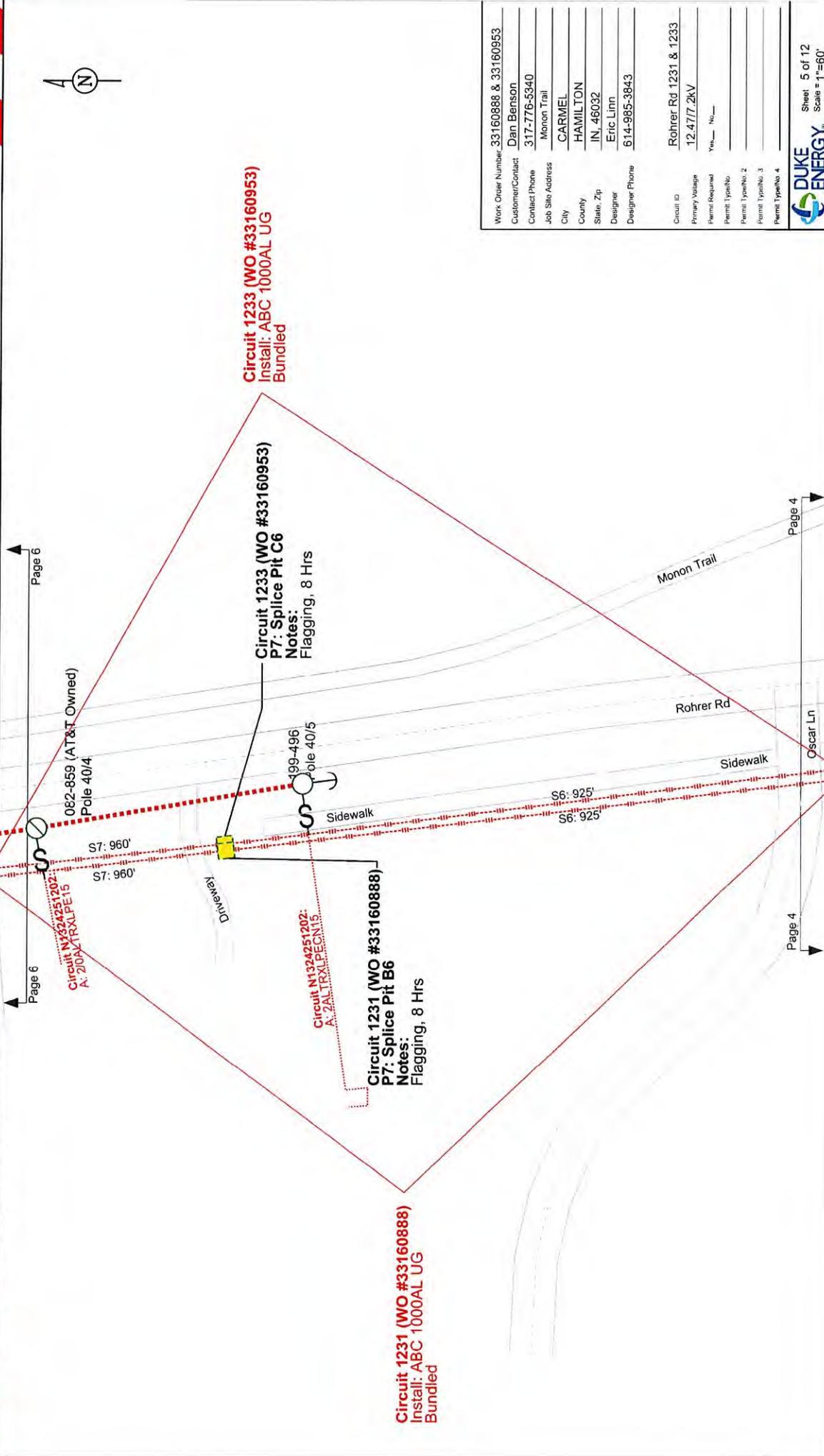
USP: Station Breaker Carmel 69 1231 & 1233
 USP: -925 Rohrer Rd, Carmel, IN 46032
 USP:
 USP:
 USP:



Safety Reminders / Adverse Conditions
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 ?:
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Work Zone General Comments: Double click to e

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



Work Order Number	33160888 & 33160953
Customer/Contact	Dan Benson
Contact Phone	317-776-5340
Job Site Address	Monon Trail
City	CARMEL
County	HAMILTON
State, Zip	IN, 46032
Designer	Eric Linn
Designer Phone	614-985-3843
Circuit ID	Rohrer Rd 1231 & 1233
Primary Voltage	12.477.2kV
Permit Required	Yes No
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



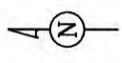
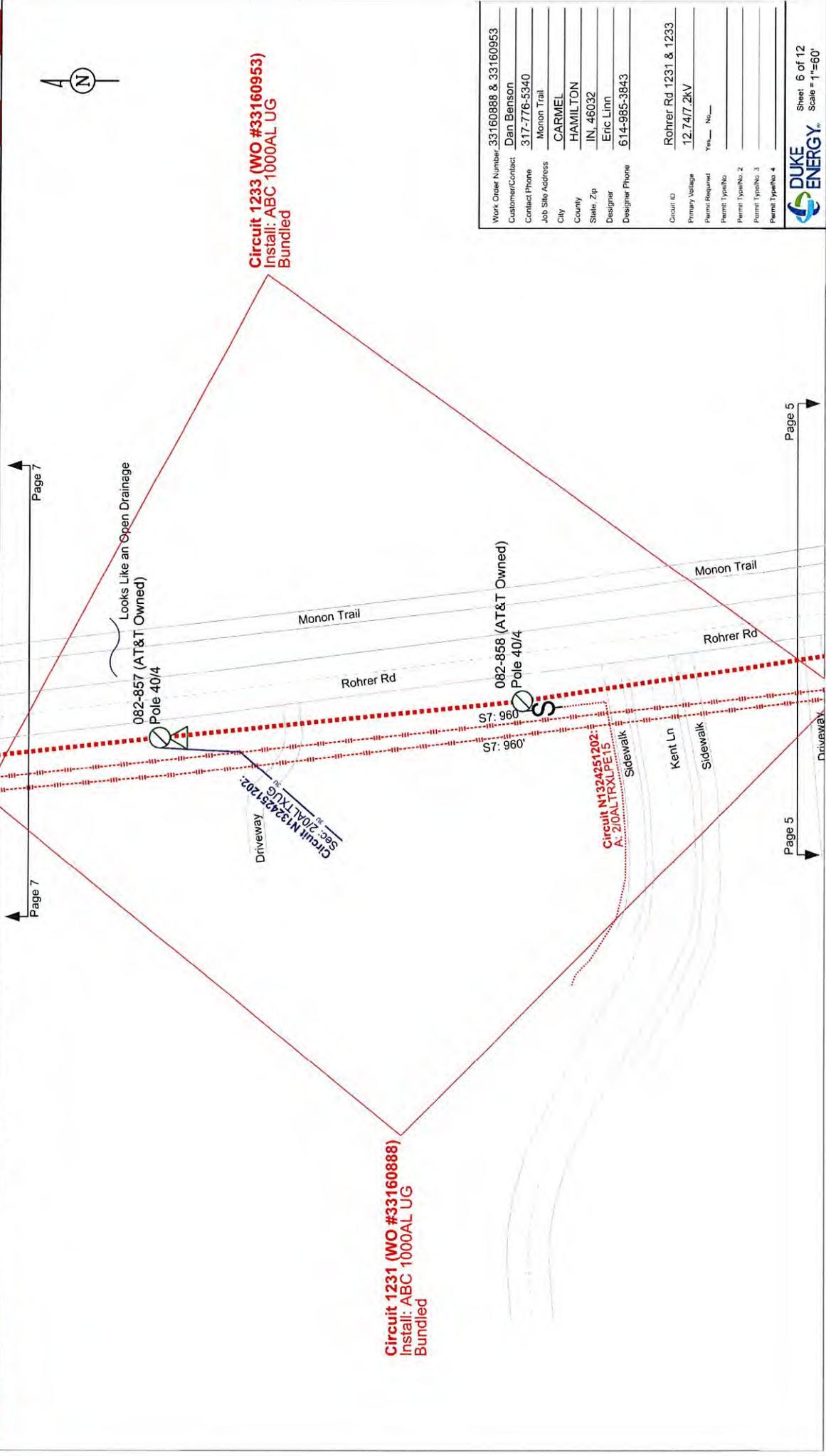
USP: Station Breaker Carmel 69 1231 & 1233
 USP: -925 Rohrer Rd, Carmel, IN 46032
 USP:
 USP:
 USP:



Safety Reminders / Adverse Conditions
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 ?:
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Work Zone General Comments: Double click to e

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



Work Order Number	33160888 & 33160953
Customer/Contact	Den Benson
Contact Phone	317-776-5340
Job Site Address	Monon Trail
City	CARMEL
County	HAMILTON
State, Zip	IN, 46032
Designer	Eric Linn
Designer Phone	614-985-3843
Circuit ID	Rohrer Rd 1231 & 1233
Primary Voltage	12.74/7.2kV
Permit Required	Yes No
Permit Type/No	
Permit Type/No 2	
Permit Type/No 3	
Permit Type/No 4	



Sheet 6 of 12
 Scale = 1"=60'

Page 7

Page 7

Page 5

Page 5



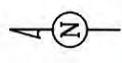
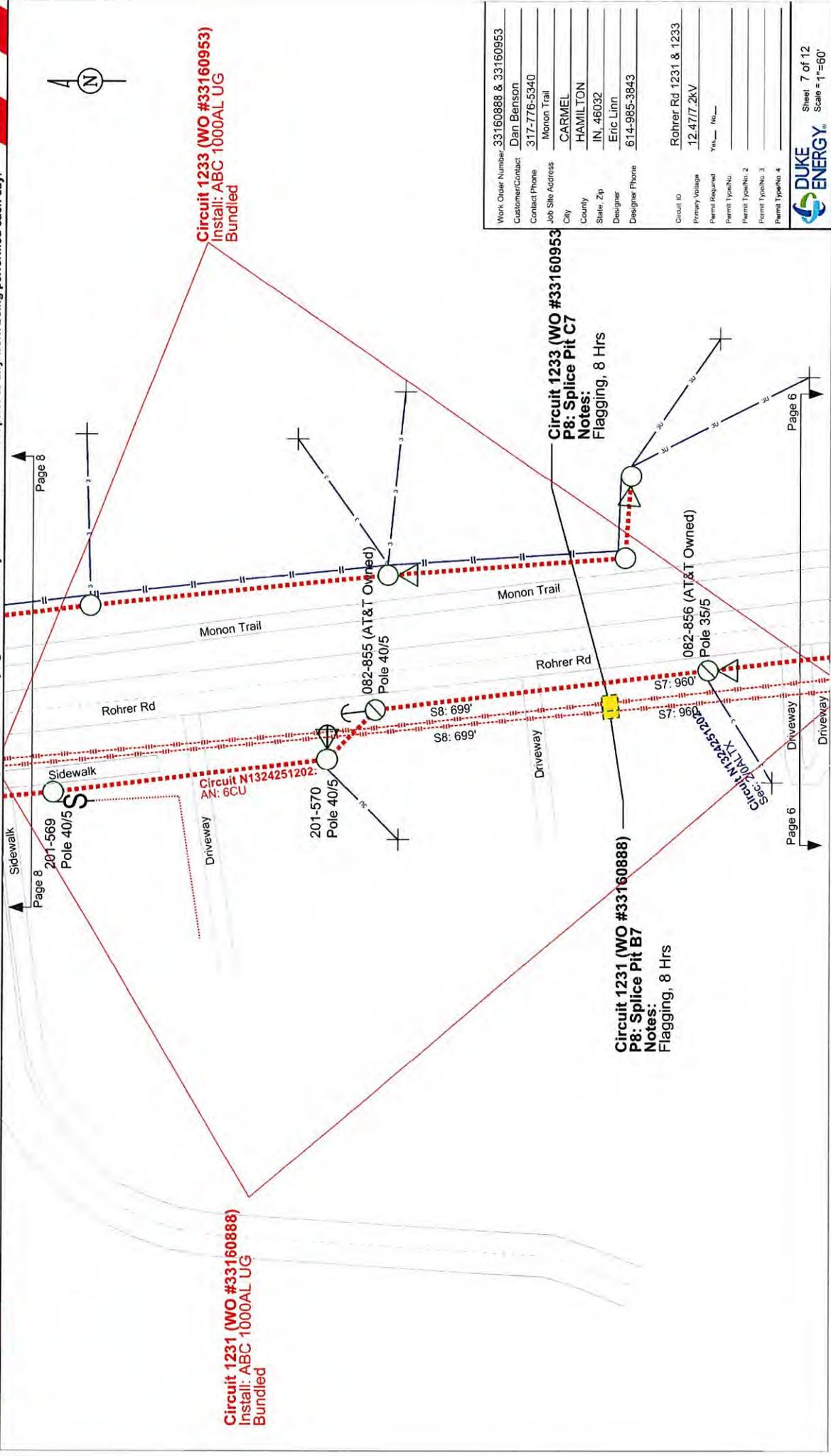
USP: Station Breaker Carmel 69 1231 & 1233
 USP: -925 Rohrer Rd, Carmel, IN 46032
 USP:
 USP:
 USP:



Safety Reminders / Adverse Conditions

Work Zone General Comments: Double click to e

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



Work Order Number	33160888 & 33160953
Customer/Contact	Den Benson
Contact Phone	317-776-5340
Job Site Address	Monon Trail
City	CARMEL
County	HAMILTON
State, Zip	IN, 46032
Designer	Eric Linn
Designer Phone	614-985-3843
Circuit ID	Rohrer Rd 1231 & 1233
Primary Voltage	12.47/7.2kV
Permit Required	Yes No
Permit Type/No	
Permit Type/No 2	
Permit Type/No 3	
Permit Type/No 4	



Sheet 7 of 12
 Scale = 1"=60'



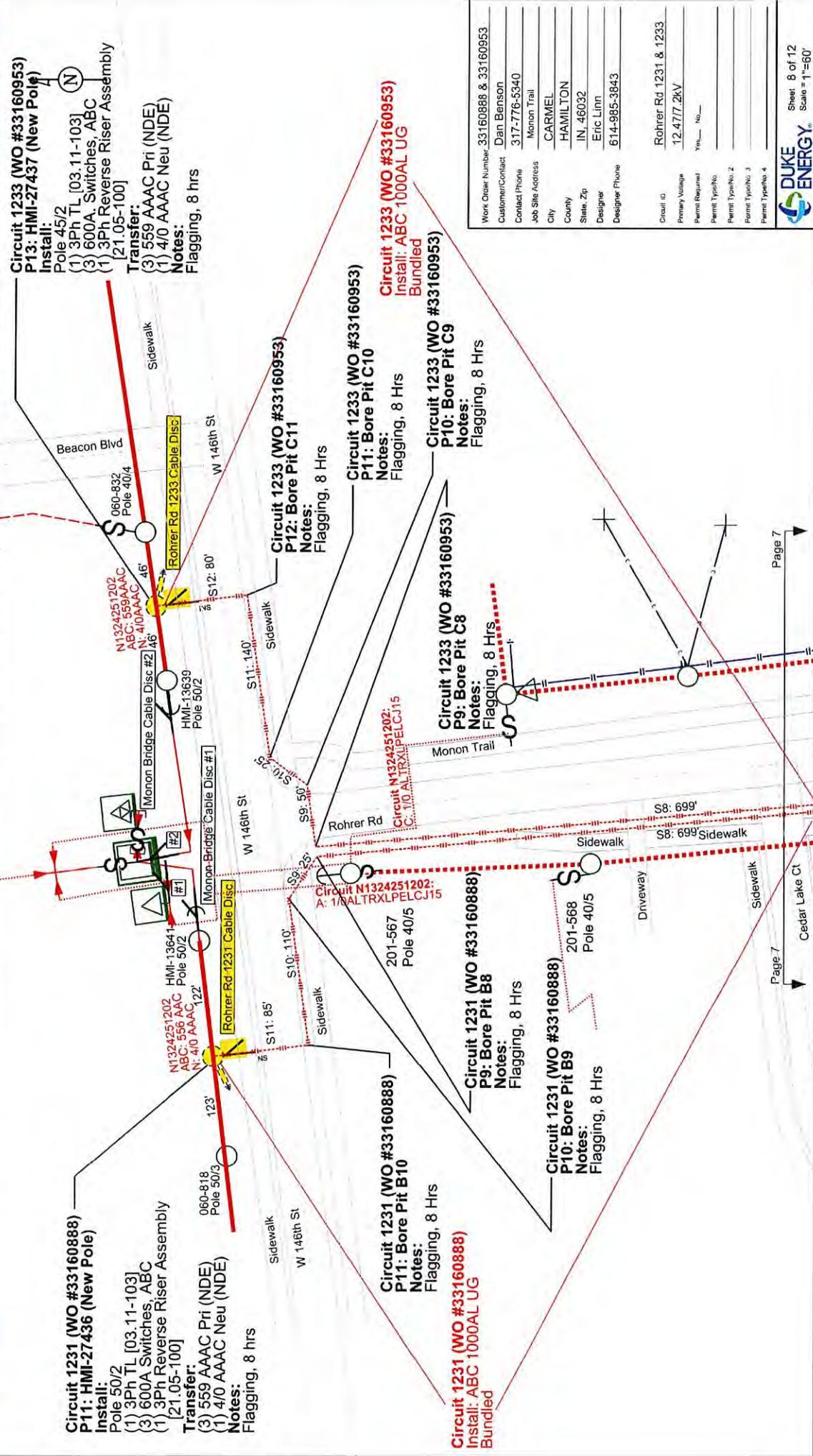
USP: Station Breaker Carmel 69 1231 & 1233
 USP: -925 Rohrer Rd, Carmel, IN 46032
 USP:
 USP:
 USP:



Safety Reminders / Adverse Conditions
 ?
 ?
 ?
 ?

Work Zone General Comments: Double click to e

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



Circuit 1233 (WO #33160953)
P13: HMI-27437 (New Pole)
Install:
 Pole 45/2
 (1) 3Ph TL [03.11-103]
 (3) 600A Switches, ABC
 (1) 3Ph Reverse Riser Assembly [21.05-100]
Transfer:
 (3) 559 AAAC Pri (NDE)
 (1) 4/0 AAAC Neu (NDE)
Notes:
 Flagging, 8 hrs

Circuit 1233 (WO #33160953)
P12: Bore Pit C11
Notes:
 Flagging, 8 Hrs

Circuit 1233 (WO #33160953)
P11: Bore Pit C10
Notes:
 Flagging, 8 Hrs

Circuit 1233 (WO #33160953)
P10: Bore Pit C9
Notes:
 Flagging, 8 Hrs

Circuit 1231 (WO #33160888)
P9: Bore Pit B8
Notes:
 Flagging, 8 Hrs

Circuit 1231 (WO #33160888)
P10: Bore Pit B9
Notes:
 Flagging, 8 Hrs

Circuit 1231 (WO #33160888)
P11: HMI-27436 (New Pole)
Install:
 Pole 50/2
 (1) 3Ph TL [03.11-103]
 (3) 600A Switches, ABC
 (1) 3Ph Reverse Riser Assembly [21.05-100]
Transfer:
 (3) 559 AAAC Pri (NDE)
 (1) 4/0 AAAC Neu (NDE)
Notes:
 Flagging, 8 hrs

Circuit 1231 (WO #33160888)
P9: Bore Pit B8
Notes:
 Flagging, 8 Hrs

Circuit 1231 (WO #33160888)
P10: Bore Pit B9
Notes:
 Flagging, 8 Hrs

Circuit 1231 (WO #33160888)
P11: Bore Pit B10
Notes:
 Flagging, 8 Hrs

Circuit 1231 (WO #33160888)
P11: Bore Pit B11
Notes:
 Flagging, 8 Hrs

Circuit 1231 (WO #33160888)
P10: Bore Pit B10
Notes:
 Flagging, 8 Hrs

Circuit 1233 (WO #33160953)
Install: ABC 1000AL UG
Bundled

Circuit 1233 (WO #33160953)
Install: ABC 1000AL UG
Bundled

Circuit 1233 (WO #33160953)
Install: ABC 1000AL UG
Bundled

Circuit 1233 (WO #33160953)
Install: ABC 1000AL UG
Bundled

Circuit 1233 (WO #33160953)
Install: ABC 1000AL UG
Bundled

Circuit 1233 (WO #33160953)
Install: ABC 1000AL UG
Bundled

Work Order Number	33160888 & 33160953
Customer/Contact	Dan Benson
Contact Phone	317-776-5340
Job Site Address	Monon Trail
City	CARMEL
County	HAMILTON
State, Zip	IN, 46032
Designer	Eric Linn
Designer Phone	614-985-3843
Circuit ID	Rohrer Rd 1231 & 1233
Primary Voltage	12.47/7.2kV
Permit Required	Yes No
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	





USP: 800 EMST Reclosers ABC on Pole 838-1529
 USP: Carmel 69 (425) 1202
 USP: 958 W 136th St, Carmel, IN 46032
 USP:
 USP:

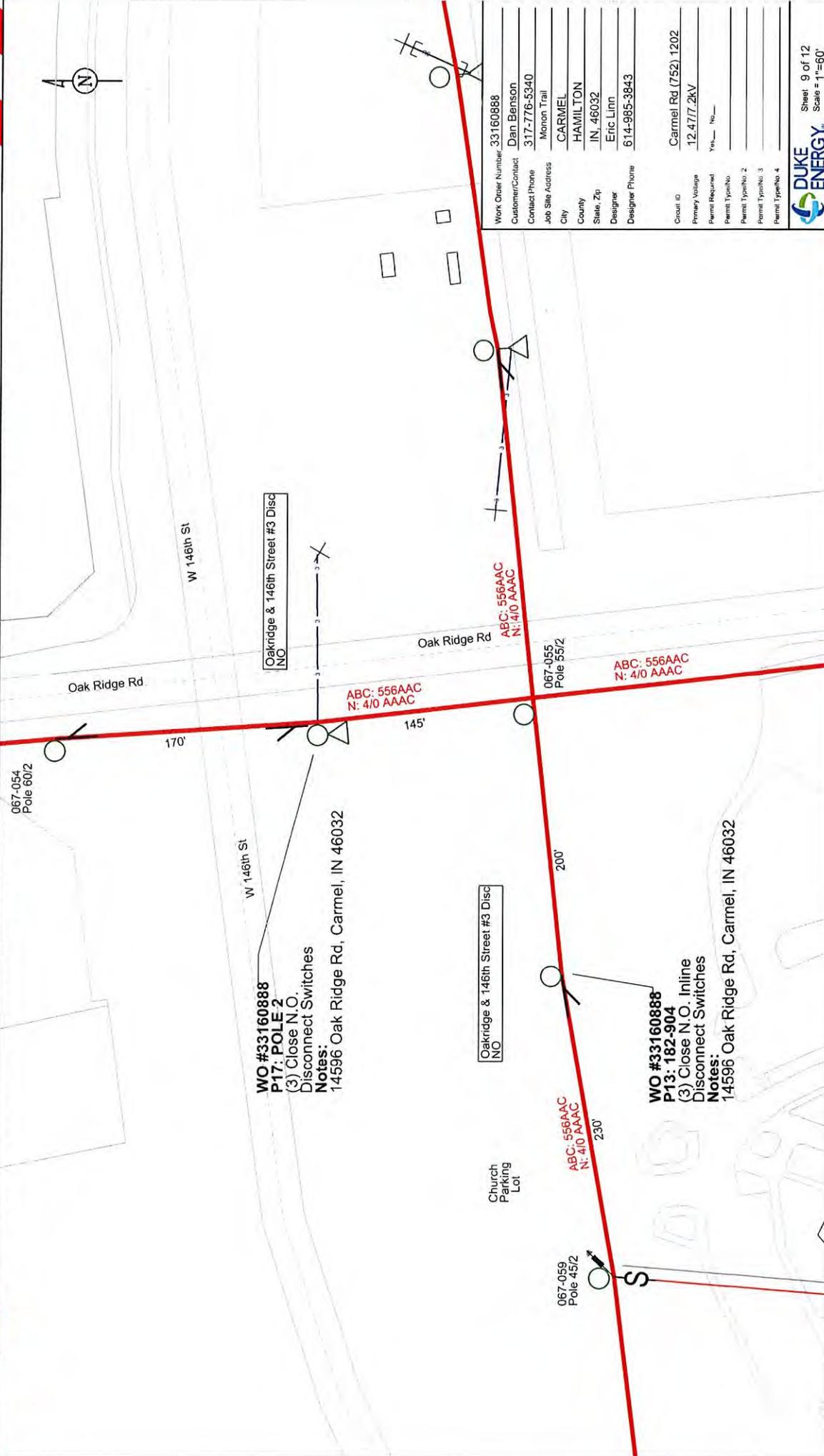


Safety Reminders / Adverse Conditions



Work Zone General Comments: Double click to e

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



Work Order Number:	33160888
Customer/Contact:	Dean Benson
Contact Phone:	317-776-5340
Job Site Address:	Manon Trail
City:	CARMEL
County:	HAMILTON
State, Zip:	IN, 46032
Designer:	Eric Linn
Designer Phone:	614-985-3843
Circuit ID:	Carmel Rd (752) 1202
Primary Voltage:	12.47/7.2KV
Permit Required:	Yes No
Permit Type/No:	



USP: 800 EMST Reclosers ABC on Pole 200-244
 USP: Westfield (370) 1273
 USP: 15491 Oak Ridge Rd, Carmel, IN 46032
 USP:
 USP:



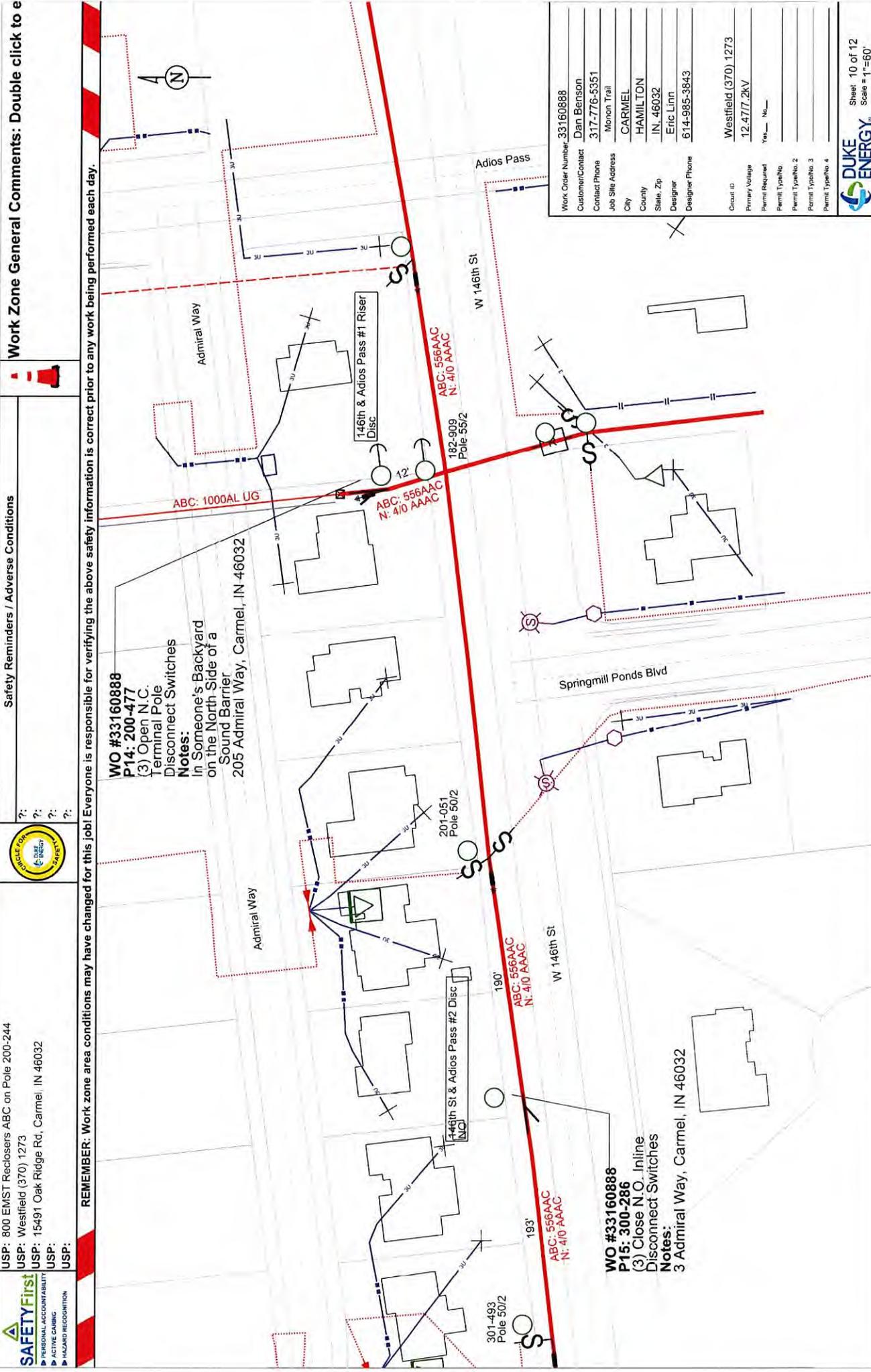
Safety Reminders / Adverse Conditions

Work Zone General Comments: Double click to e

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

WO #33160888
P14: 200-477
 (3) Open N.C.
 Terminal Pole
 Disconnect Switches
Notes:
 on Someone's Backyard
 in the North Side of a
 Sound Barrier
 205 Admiral Way, Carmel, IN 46032

WO #33160888
P15: 300-286
 (3) Close N.O. Inline
 Disconnect Switches
Notes:
 3 Admiral Way, Carmel, IN 46032



Work Order Number	33160888
Customer/Contact	Den Benson
Contact Phone	317-776-5351
Job Site Address	Monon Trail
City	CARMEL
County	HAMILTON
State, Zip	IN, 46032
Designer	Eric Linn
Designer Phone	614-985-3843
Circuit ID	Westfield (370) 1273
Primary Voltage	12.4717.2kV
Permit Required	Yes No
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



Sheet 10 of 12
 Scale = 1"=60'

USP: Station Breakers Springmill (647) 1283
 USP: 670 W Main St, Carmel, IN 46032
 USP:
 USP:
 USP:

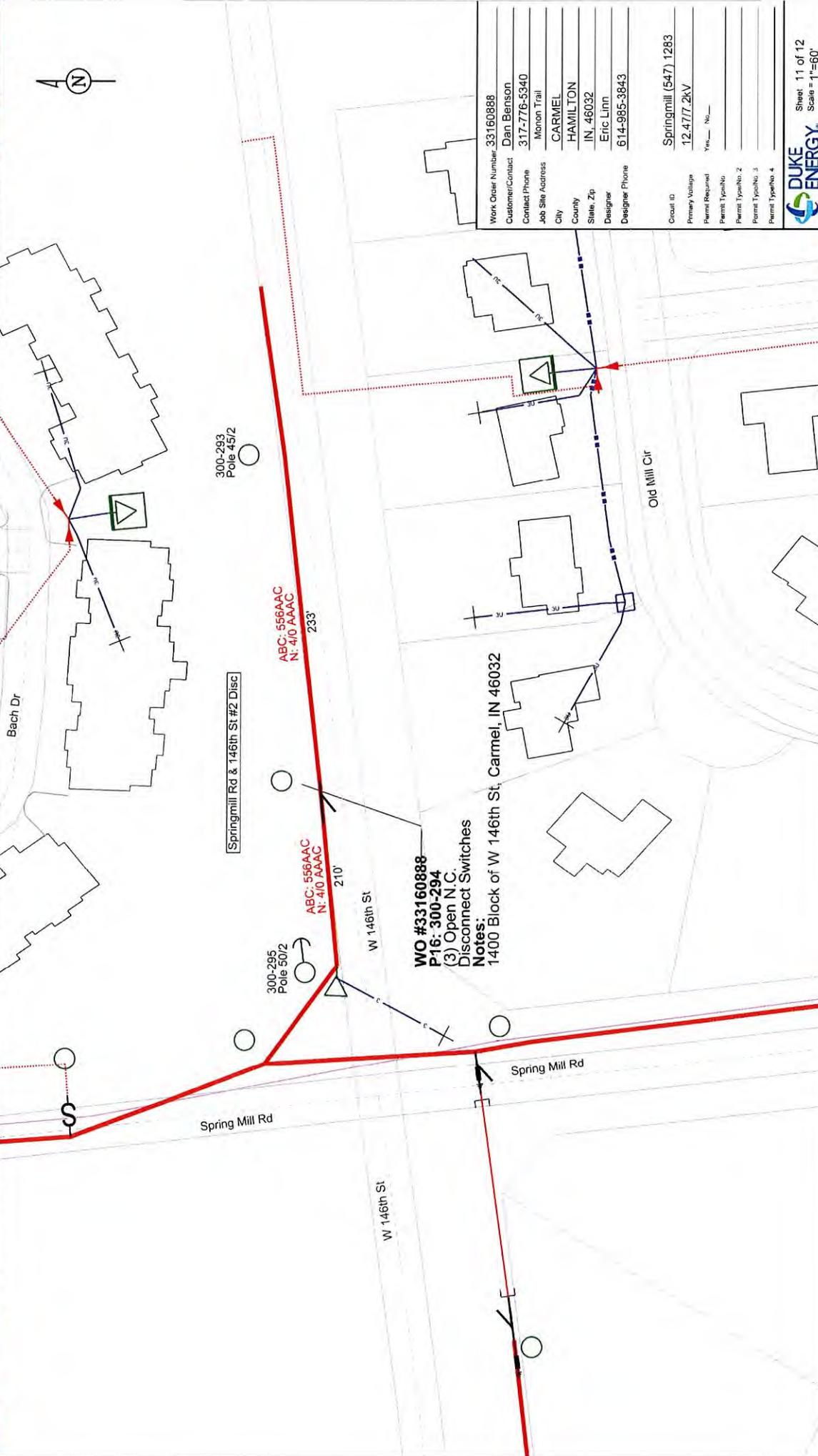
Safety Reminders / Adverse Conditions

?:
 ?:
 ?:

SAFETYFIRST
 PERSONAL ACCOUNTABILITY
 ACTIVE CARING
 HAZARD RECOGNITION

Work Zone General Comments: Double click to e

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



WO #33160888
P16: 300-294
 (3) Open N.C.
 Disconnect Switches
Notes:
 1400 Block of W 146th St, Carmel, IN 46032

Work Order Number	33160888
Customer/Contact	Den Benson
Contact Phone	317-776-5340
Job Site Address	Marion Trail
City	CARMEL
County	HAMILTON
State, Zip	IN, 46032
Designer	Eric Linn
Designer Phone	614-985-3843
Circuit ID	Springmill (647) 1283
Primary Voltage	12.47/7.2kV
Permit Required	Yes No
Permit Type/No	
Permit Type/No	2
Permit Type/No	3
Permit Type/No	4



USP: 800 EMST Reclosers ABC on Pole 838-1529
 USP: Carmel 69 (425) 1202
 USP: 958 W 136th St, Carmel, IN 46032
 USP:
 USP:

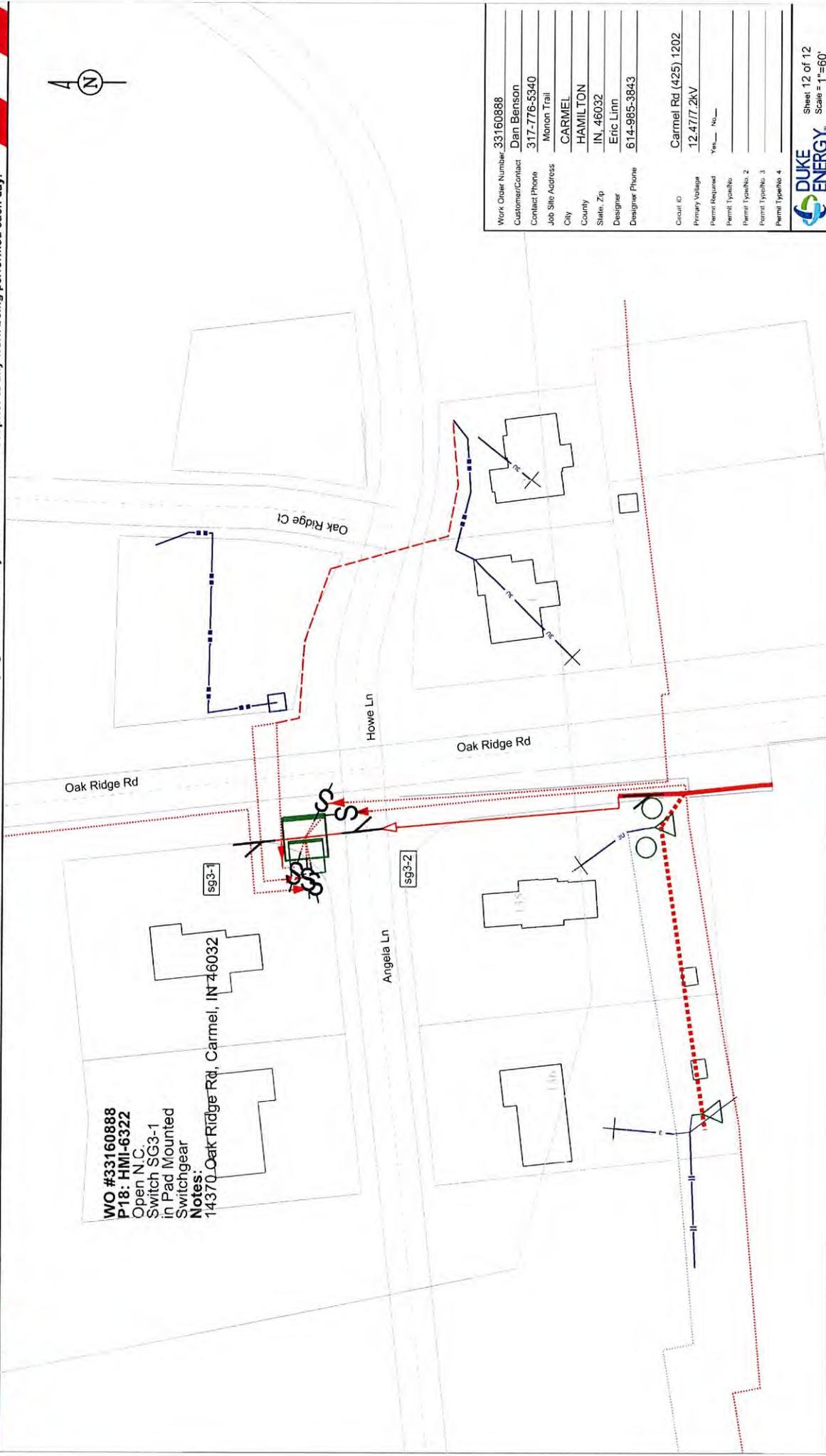
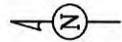


Safety Reminders / Adverse Conditions



Work Zone General Comments: Double click to e

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

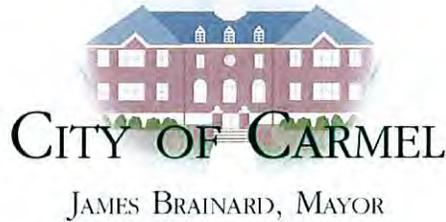


WO #33160888
P18: HMI-6322
 Open N.C.
 Switch SG3-1
 in Pad Mounted
 Switchgear
Notes:
 14370_Oak Ridge Rd, Carmel, IN 46032

Work Order Number	33160888
Customer/Contact	Dan Benson
Contact Phone	317-776-5340
Job Site Address	Manon Trail
City	CARMEL
County	HAMILTON
State, Zip	IN, 46032
Designer	Eric Linn
Designer Phone	614-985-3843
Circuit ID	Carmel Rd (425) 1202
Primary Voltage	12.47/7.2kV
Permit Required	Yes ___ No ___
Permit Type/No	
Permit Type/No 2	
Permit Type/No 3	
Permit Type/No 4	



Sheet 12 of 12
 Scale = 1"=60'



July 28, 2020

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

RE: VERIZON – WAIVER OF BPW RESOLUTION NO. 04-28-17-01 – LANE RESTRICTIONS-SMALL CELL INSTALLATION

Dear Board Members:

Mr. Matt Bates, on behalf of Verizon Wireless, is requesting approval of a waiver from the City's Buried Utility District requirements (BPW Resolution No. 04-28-17-01) and associated lane restrictions in order to replace an existing utility pole with a taller pole to support installation of Small Cell equipment (exhibit attached).

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

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- The existing utility pole must be removed once the new pole is installed
- Petitioner agrees to post proper lane restriction signage and traffic control devices during the duration of the work.
- Any damage to the existing improvements within the right of way of and City of Carmel roadway shall be restored to the satisfaction of the City when work is completed.
- A minimum 10' width of the lane restriction area shall be provided at all times.
- Lane restrictions shall be performed between the hours of 9am and 4pm
- The Department of Engineering shall be provided a minimum 48 hour notification of lane restriction prior to commencement of work.
- Access to all adjoining properties shall be maintained at all times.
- The petitioner acknowledges that this waiver is for the items described above only.
- The petitioner acknowledges that the waiver approved this date does not guarantee approval of any future waiver requests for this or any other project.

Sincerely,

Jeremy Kashman, P.E.
City Engineer



PREPARED BY
TeleCAD Wireless
 1981 NORTH HIGHT BLVD, SUITE 130
 HIXSON, TN 37343
 PH: 423-943-9400
 FAX: 423-943-9509

DRAWING NOTICE
 THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE AND IS TO BE KEPT CONFIDENTIAL BY THE CLIENT WHICH RELATES TO THE CLIENT IS STRICTLY PROHIBITED.

DRAWN BY: KR
 CHECKED BY: CTD

REVISIONS			
NO.	DATE	BY	DESCRIPTION
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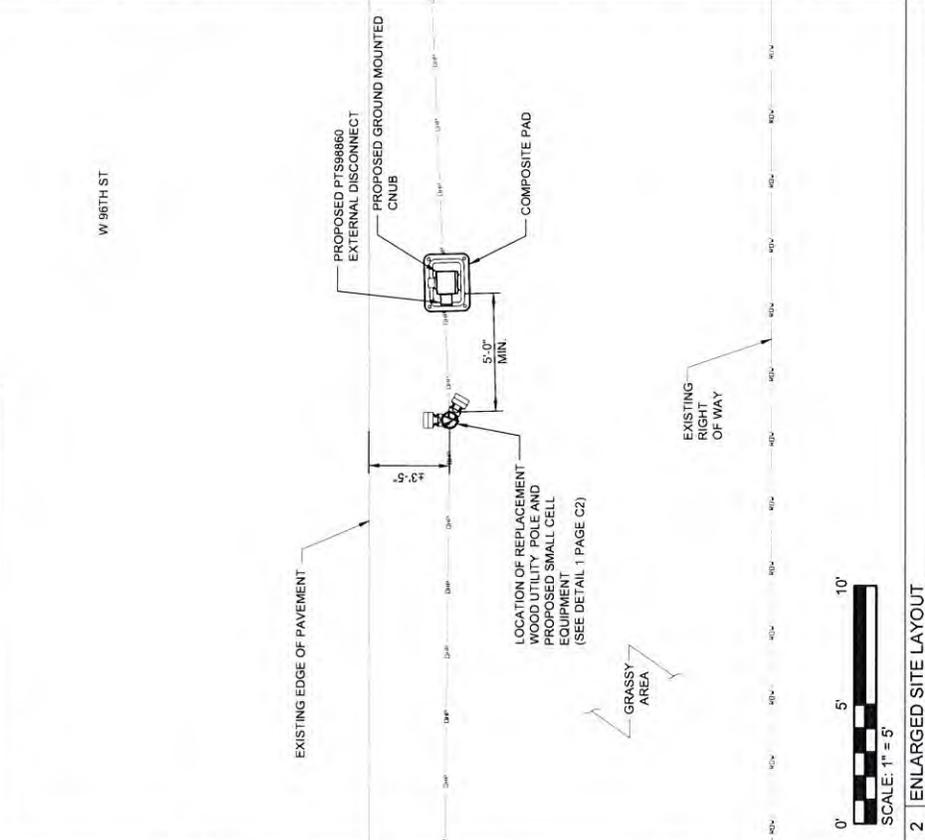
ENGINEER'S STAMP
 (Blank area for stamp)

SITE NAME: GN INDY 0642
 ADDRESS: 2802 W 96TH ST
 CARMEL, IN 46288
 COUNTY: HAMILTON
 LATITUDE: 39° 55' 35.22" N
 LONGITUDE: 86° 12' 31.824" W
 DESIGN TYPE: COLOCATION

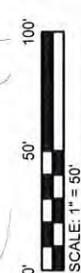
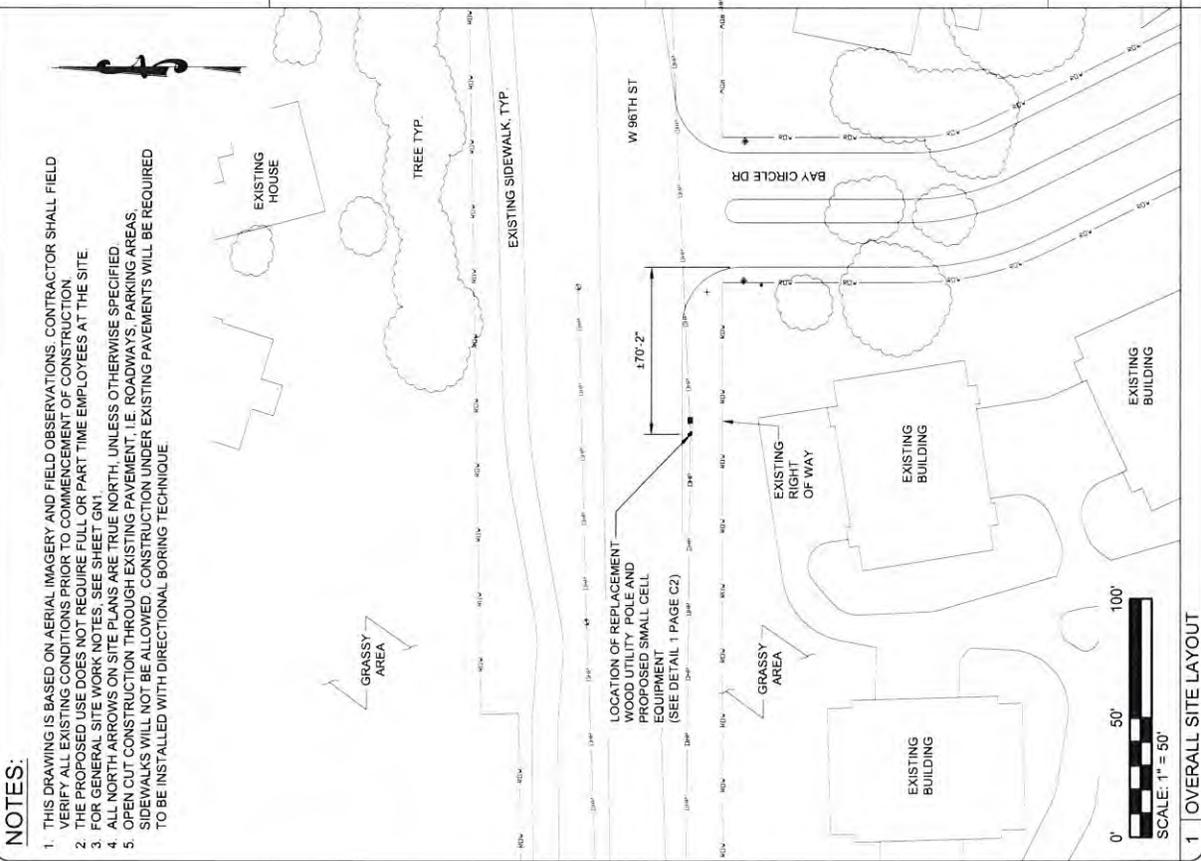
SHEET TITLE: SITE LAYOUTS
 DRAWING NO: C1
 REVISION: B

LEGEND

OVERHEAD UTILITIES	UNDERGROUND POWER	CATCH BASIN
OVERHEAD POWER	OVERHEAD TELECO	STREET SIGN
UNDERGROUND POWER	UNDERGROUND TELECO	4-WAY STREET SIGN
UNDERGROUND TELECO	FENCE	UTILITY POLE
TENCE	WOOD FENCE	LIGHT POLE
SEWER LINE	WATER LINE	WATER VALVE
HYBRID CABLE	FIBER	MANHOLE
HIGH VOLTAGE POWER	RIGHT-OF-WAY	GAS VALVE
PROPERTY LINE		FIRE HYDRANT
		TELCO PEDESTAL
		ELECTRICAL BOX



2 ENLARGED SITE LAYOUT



1 OVERALL SITE LAYOUT

- NOTES:**
- THIS DRAWING IS BASED ON AERIAL IMAGERY AND FIELD OBSERVATIONS. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
 - THE PROPOSED USE DOES NOT REQUIRE FULL OR PART TIME EMPLOYEES AT THE SITE.
 - FOR GENERAL SITE WORK NOTES, SEE SHEET GN1.
 - ALL NORTH ARROWS ON SITE PLANS ARE TRUE NORTH, UNLESS OTHERWISE SPECIFIED.
 - OPEN CUT CONSTRUCTION THROUGH EXISTING PAVEMENT, I.E. ROADWAYS, PARKING AREAS, SIDEWALKS WILL NOT BE ALLOWED. CONSTRUCTION UNDER EXISTING PAVEMENTS WILL BE REQUIRED TO BE INSTALLED WITH DIRECTIONAL BORING TECHNIQUE.

PREPARED FOR:



PREPARED BY:



1981 NORTHWIND BLVD, SUITE 130
CARMEL, IN 46032
PH: 423-943-9500
FAX: 423-943-9509

DISCLAIMER: THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT AUTHORIZED IS STRICTLY PROHIBITED.

DRAWN BY:

RM

CHECKED BY:

CTD

REVISIONS

NO.	DATE	BY	DESCRIPTION
1			
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10			

ENGINEER'S STAMP

307 TeleCAD Wireless, LLC, Indiana Registered

SITE NAME: GN INDY 0842

ADDRESS: 2802 W 98TH ST

CARMEL, IN 46038

COUNTY: HAMILTON

LATITUDE: 39° 55' 35.22" N

LONGITUDE: 86° 12' 31.824" W

DESIGN TYPE: COLOCATION

SHEET TITLE: SITE LAYOUT - AERIAL IMAGERY

DRAWING NO. C1A

REVISION: B



1 OVERALL SITE LAYOUT - AERIAL IMAGERY



PREPARED BY
TeleCAD Wireless
 1801 NORTHPOINT BLVD SUITE 130
 HIXSON, IN 46288
 PH: 423-843-9500
 FAX: 423-843-9508

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 AND IS NOT TO BE REPRODUCED OR
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 PROHIBITED.

DRAWN BY: KR
 CHECKED BY: CTD

REVISIONS

NO.	DATE	BY	DESCRIPTION
B	01/02/20	STC	PRELIMINARY REVIEW
A	01/02/20	KR	PRELIMINARY REVIEW

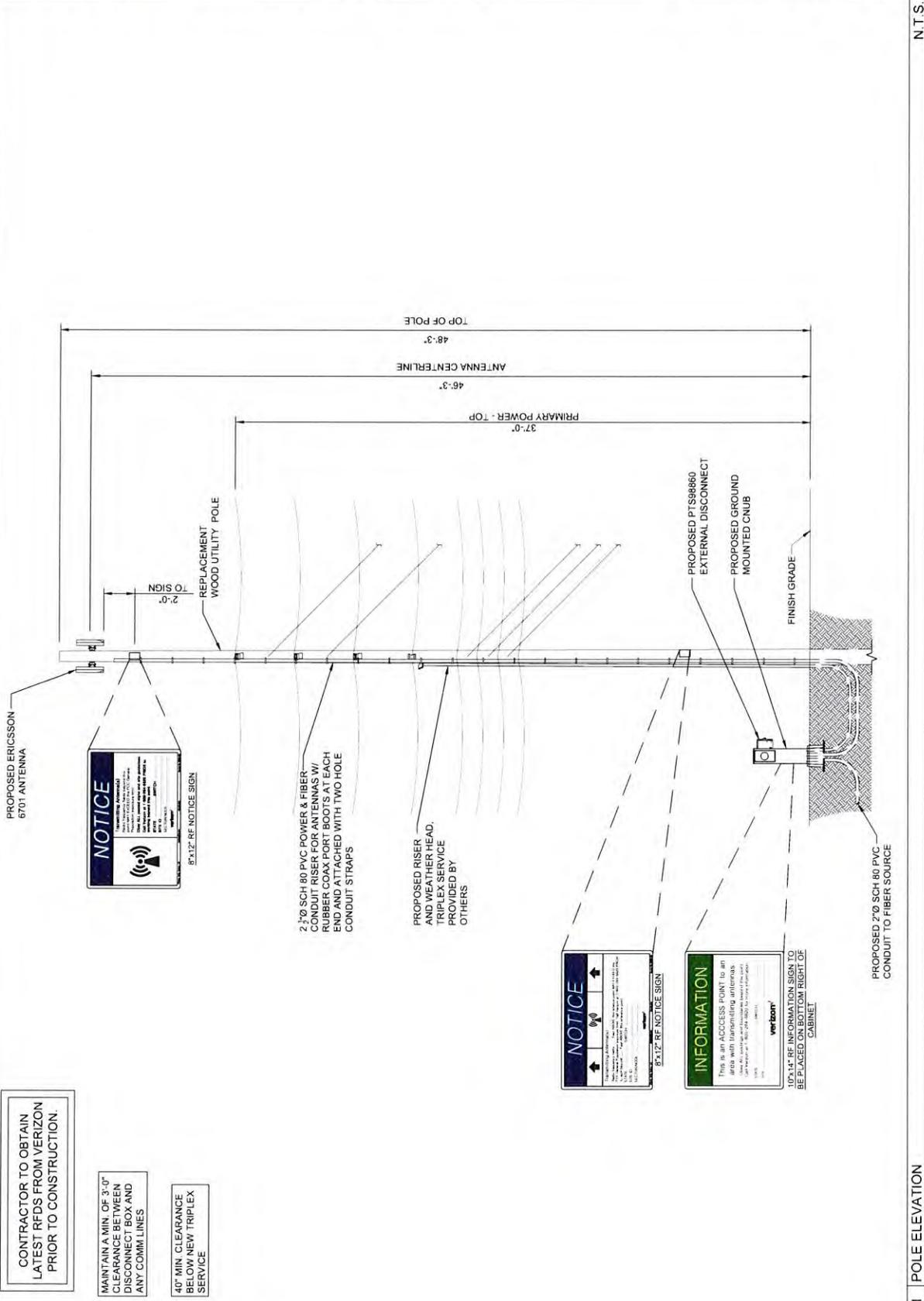
ENGINEER'S STAMP

NOT VALID WITHOUT P.E. STAMP & SIGNATURE

SITE NAME: GN INDY 0842
 ADDRESS: 2802 W 96TH ST
 CARMEL, IN 46288
 COUNTY: HAMILTON
 LATITUDE: 39° 55' 35.22" N
 LONGITUDE: 86° 12' 31.824" W
 DESIGN TYPE: COLOCATION

SHEET TITLE
POLE ELEVATION

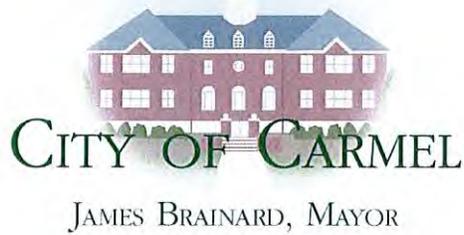
DRAWING NO: C2
 REVISION: B



CONTRACTOR TO OBTAIN LATEST RFDS FROM VERIZON PRIOR TO CONSTRUCTION.

MAINTAIN A MIN. OF 3'-0" CLEARANCE BETWEEN DISCONNECT BOX AND ANY COMMI LINES

40" MIN. CLEARANCE BELOW NEW TRIPLEX SERVICE



July 17, 2020

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

Re: Consent to Encroach (Landscape and Hardscape) at 2934 Brooks Bend Drive

Dear Board Members:

A Consent to Encroach document signed by Lisa Watson, owner of the property with the common address 2934 Brooks Bend Drive, is submitted to the Board for signatures. A variance for the encroachment is also submitted to the Board of Public Works for approval during the August 5, 2020 BPW meeting.

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

Sincerely,



Jeremy Kashman, PE
City Engineer

ATTACHEMENT: CONSENT TO ENCROACH DOCUMENT

CONSENT TO ENCROACH



THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Lisa Watson, 2934 Brooks Bend Drive, Carmel, Hamilton County, Indiana 46032, (individually and collectively, "Owner"), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety ("City").

WITNESSETH:

WHEREAS, Owner owns in fee simple Lot 49 ("Lot") in Brooks Bend, Section Number 2 which is located within the corporate limits of the City of Carmel, Indiana ("Subdivision"), which real estate is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, the official plat of the Subdivision was recorded in Plat Cabinet 1, Slide Number 420, Instrument Number 9423160 in the Office of the Hamilton County Recorder on May 19, 1994, as Brooks Bend, Section Number 2 (the "Plat"); and

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

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

WHEREAS, the Site Improvement will be constructed on portions of the Lot designated as a 10-foot Drainage, Utility and Sewer Easement, identified as "10' DU & SE" on Exhibit B (the "Easement"); and

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

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

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

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

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

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

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

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

8. Owner agrees to record this Agreement in the Office of the Hamilton County Recorder and to provide to City a recorded copy of same within ten (10) business days of the effective date of this Agreement. In the event this Agreement is not timely recorded by Owner, Owner agrees and consents to City recording same, at Owner's sole expense.
9. The parties agree that the terms of this Agreement shall be binding upon and inure to the benefit of their respective heirs, administrators, successors and assigns.
10. The parties executing this Agreement represent and warrant that they are authorized to enter into and execute this Agreement for and on behalf of the party which they represent.
11. This Agreement shall be effective as of the date on which it is last executed by a party hereto.
12. The Owner agrees to provide full disclosure of this Agreement to all persons, entities and others who acquire by or through Owner any interest in the Lot on and after the effective date of this Agreement.
13. Owner agrees not to alter the ground surface elevation within the limits of the easement at any time.
14. Owner agrees to remedy any drainage problems or issues, saturated soil or standing water on the Lot or adjacent properties determined by the City to be resulting from the Encroachment.

"OWNER"

Lisa Watson

Signature

Date:

Lisa Watson
 July 13, 2020

STATE OF INDIANA)

COUNTY OF Hamilton)

SS:

~~316-68-0697~~ *dw*

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

Witness my hand and Notarial Seal this 13th day of July, 2020

Monica Rene Thurman-Burns

NOTARY PUBLIC

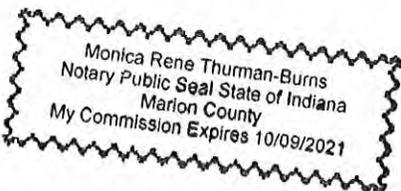
Printed Name

My County of Residence:

My Commission Expires:

10/09/2021

Marion



“CITY”

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

BY: _____
James Brainard, Presiding Officer
Date: _____

Mary Ann Burke, Member
Date: _____

Lori Watson, Member
Date: _____

ATTEST:

Sue Wolfgang, Clerk
Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared JAMES BRAINARD, MARY ANN BURKE and LORI WATSON, by me known, and by me known to be the Members of the City of Carmel Board of Public Works and Safety, and CHRISTINE S. PAULEY, Clerk-Treasurer of THE CITY OF CARMEL, who acknowledged the execution of the foregoing “Consent To Encroach” on behalf of the City of Carmel, Indiana.

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

My Commission Expires:

NOTARY PUBLIC

Printed Name

My County of Residence: _____

This instrument was prepared by Douglas C. Haney, Esquire, Corporate Counsel, One Civic Square, Carmel, Indiana 46032.

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

EXHIBIT A

HAMILTON C

LAND DESCRIPTION

part of the West Half of the Northeast Quarter of Section 7, Township 17 North, Range East in Hamilton County, Indiana, described as follows:

Commencing at the southwest corner of the west half of the northeast quarter of said section 7; thence North 00 degrees 12 minutes 46 seconds West (assumed bearing) along the west line thereof a distance of 476.46 feet to the Point of Beginning; thence North 90 degrees 00 minutes 00 seconds East a distance of 670.89 feet to the westerly line of Brooks Bend Section 1, a subdivision in Hamilton County, Indiana, the plat of which is recorded as Instrument Number 9344728 in the Office of the Recorder of Hamilton County, Indiana (the next eight described courses being along the westerly and northerly lines of said Brooks Bend Section 1); thence North 37 degrees 00 minutes 00 seconds East a distance of 221.21 feet; thence North 53 degrees 00 minutes 00 seconds West a distance of 169.70 feet; thence North 37 degrees 00 minutes 00 seconds East a distance of 150.00 feet; thence South 53 degrees 00 minutes 00 seconds East a distance of 14.33 feet; thence North 37 degrees 00 minutes 00 seconds East a distance of 110.00 feet; thence North 53 degrees 00 minutes 00 seconds West a distance of 46.78 feet; thence North 37 degrees 00 minutes 00 seconds East a distance of 188.04 feet; thence South 82 degrees 00 minutes 00 seconds East a distance of 391.90 feet; thence North 85 degrees 10 minutes 37 seconds East a distance of 52.83 feet to the Westerly Limited Access Right-of-Way Line of State Road # 431 (Keystone Avenue) per plans for I.S.H.C. "S" Project # 165 (13) dated 1960, (the next four (4) described courses being along said Right-of-Way Line); thence North 04 degrees 58 minutes 23 seconds West a distance of 99.21 feet; thence North 84 degrees 52 minutes 37 seconds East a distance of 42.17 feet; thence North 06 degrees 08 minutes 34 seconds West a distance of 159.10 feet; thence North 04 degrees 42 minutes 45 seconds West a distance of 88.35 feet to the Southeast corner of Millbrook The Woods a subdivision in Hamilton County, Indiana, the plat of which is recorded as Instrument Number 9362085 in the Office of the Recorder of Hamilton County, Indiana (the next six (6) described courses being along the Southerly lines of said Millbrook The Woods); thence South 84 degrees 52 minutes 57 seconds West a distance of 93.51 feet; thence North 68 degrees 39 minutes 05 seconds West a distance of 456.60 feet; thence North 00 degrees 22 minutes 00 seconds West a distance of 29.34 feet; thence North 66 degrees 00 minutes 00 seconds West a distance of 214.37 feet; thence North 77 degrees 00 minutes 00 seconds West a distance of 294.93 feet; thence North 44 degrees 00 minutes 00 seconds West a distance of 297.35 feet to the west line of said northeast quarter section; thence South 30 degrees 12 minutes 46 seconds East along said west line a distance of 1629.93 feet to the Point of Beginning. Containing 27.607 acres, more or less

THIS SUBDIVISION CONSISTS OF 47 LOTS, NUMBERED 42 THROUGH 88 TOGETHER WITH STREETS, EASEMENTS AND COMMON AREAS AS SHOWN HEREON.

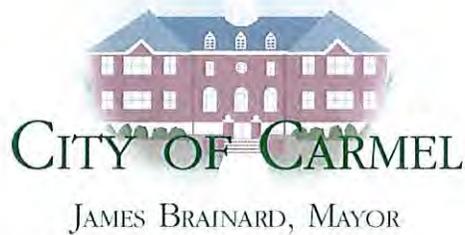
THE SIZE OF LOTS AND BLOCKS AND WIDTHS OF STREETS AND EASEMENTS ARE SHOWN IN FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF.

CROSS-REFERENCE IS HEREBY MADE TO SURVEY PLAT RECORDED AS INSTRUMENT NUMBER 9344325 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

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

Edward D. Giacoletti
EDWARD D. GIACOLETTI
REGISTERED LAND SURVEYOR
INDIANA - #S0560





July 17, 2020

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

Re: Request for Variance (Landscape and Hardscape) at 2934 Brooks Bend Drive

Dear Board Members:

Lisa Watson, owner of the property with the common address 2934 Brooks Bend Drive, has requested a variance from Carmel City Code Section §6-227 (a)(4) for the installation of landscaping and hardscape within a portion of the lot designated as an easement. Generally, the improvement is proposed to be installed at the location indicated on the attached exhibit.

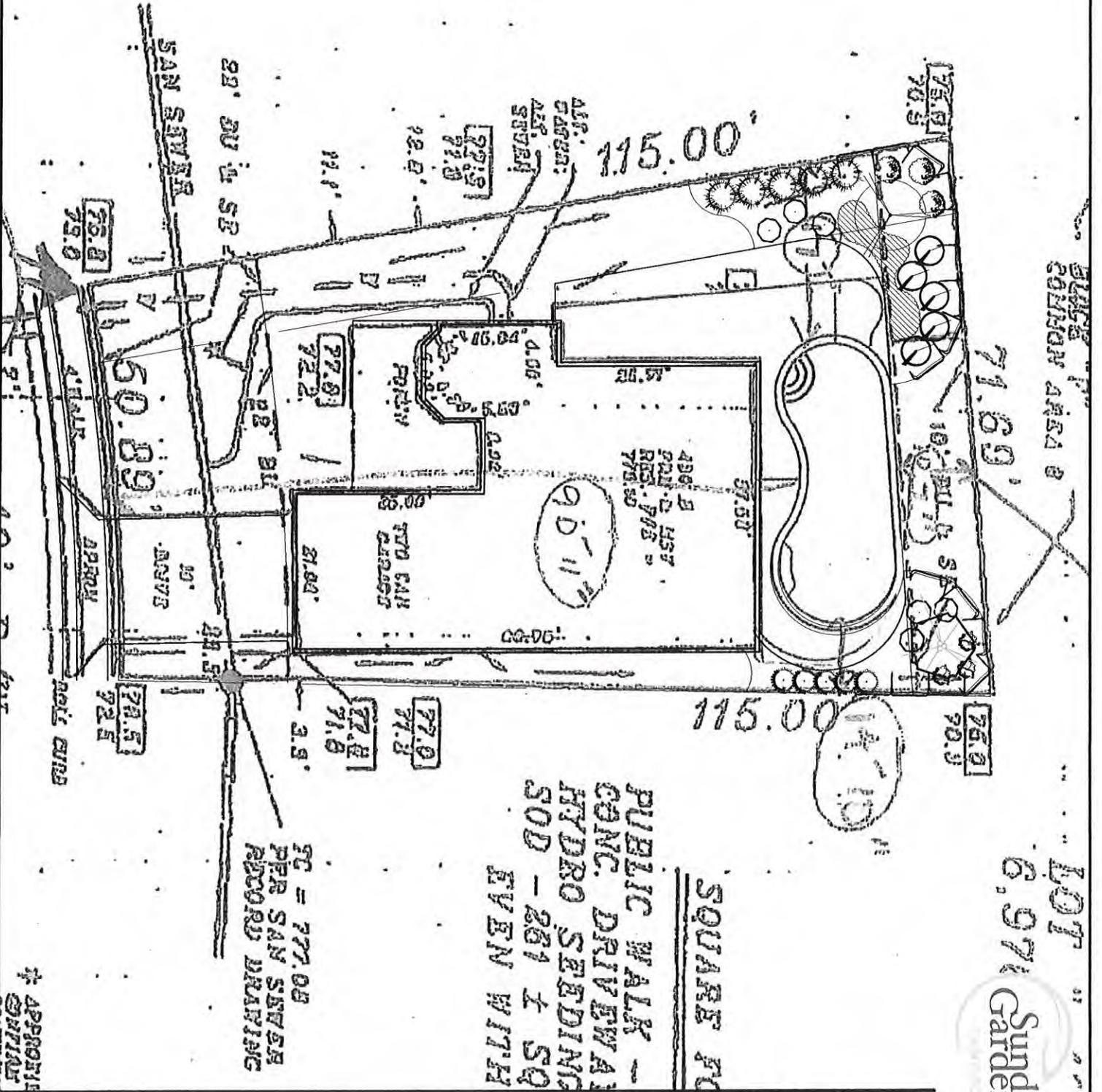
It is not expected that the improvements at the proposed location will result in a Detriment (as defined by City Code) to the subject property or the adjacent properties (provided the petitioner adheres to the conditions recommended below). The Engineering Department recommends that the Board approve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

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

Respectfully,


Jeremy Kashman, PE
City Engineer

Exhibit B



LOT 3
6,974
Sundown Gardens

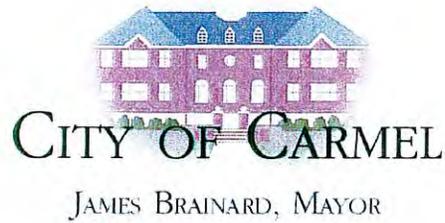
505 West 186th St.
Westfield, IN 46074
Phone: (317) 846-4950
Fax: (317) 846-4950
web: sundowngardens.com

Scale: 1/4" = 1'-0"
Date: 06-23-20
Designer: DS
Drawn By: DS

ROTH RESIDENCE

REVISION	DATE
1	
2	
3	
4	

* APPROXIMATE CURBLINE



July 29,2020

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

Re: Consent to Encroach (Pool) at 5917 Silas Moffitt Way

Dear Board Members:

A Consent to Encroach document signed by Benjamin and Brandi Heck, owners of the property with the common address 5917 Silas Moffitt Way, is submitted to the Board for signatures. A variance for the encroachment is also submitted to the Board of Public Works for approval during the August 5, 2020 BPW meeting.

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

Sincerely,

Chris Ogg (for Jeremy Kashman)
Jeremy Kashman, PE
City Engineer

ATTACHEMENT: CONSENT TO ENCROACH DOCUMENT

CONSENT TO ENCROACH



THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Benjamin and Brandi Heck, 5917 Silas Moffitt Way, Carmel, Hamilton County, Indiana 46033, (individually and collectively, "Owner"), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety ("City").

WITNESSETH:

WHEREAS, Owner owns in fee simple Lot 48 ("Lot") in Moffitt Farm at Prairie View, Section Number 2-A which is located within the corporate limits of the City of Carmel, Indiana ("Subdivision"), which real estate is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, the official plat of the Subdivision was recorded in Plat Cabinet 2, Slide Number 74, Instrument Number 9809804217 in the Office of the Hamilton County Recorder on 1-29-1998, as Moffitt Farm at Prairie View, Section Number 2- 2-S (the "Plat"); and

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

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

WHEREAS, the Site Improvement will be constructed on portions of the Lot designated as a 15-foot Drainage, Utility and Sewer Easement, identified as "15' RDU & SE" on Exhibit B (the "Easement"); and

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

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

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

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

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

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

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

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

8. Owner agrees to record this Agreement in the Office of the Hamilton County Recorder and to provide to City a recorded copy of same within ten (10) business days of the effective date of this Agreement. In the event this Agreement is not timely recorded by Owner, Owner agrees and consents to City recording same, at Owner's sole expense.
9. The parties agree that the terms of this Agreement shall be binding upon and inure to the benefit of their respective heirs, administrators, successors and assigns.
10. The parties executing this Agreement represent and warrant that they are authorized to enter into and execute this Agreement for and on behalf of the party which they represent.
11. This Agreement shall be effective as of the date on which it is last executed by a party hereto.
12. The Owner agrees to provide full disclosure of this Agreement to all persons, entities and others who acquire by or through Owner any interest in the Lot on and after the effective date of this Agreement.
13. Owner agrees not to alter the ground surface elevation within the limits of the easement at any time.
14. Owner agrees to remedy any drainage problems or issues, saturated soil or standing water on the Lot or adjacent properties determined by the City to be resulting from the Encroachment.

"OWNER"

Benjamin Heck

Benjamin Heck
 Signature
 Date: 7/24/20

Brandi Heck

B Heck
 Signature
 Date: 7-24-20

STATE OF INDIANA)
) SS:
 COUNTY OF Hamilton)

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

Witness my hand and Notarial Seal this 24th day of July, 2020.

Lisa M Scott
 NOTARY PUBLIC
Lisa M Scott
 Printed Name

My County of Residence: Hamilton

My Commission Expires:
May 18, 2024



"CITY"

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

BY: _____
James Brainard, Presiding Officer
Date: _____

Mary Ann Burke, Member
Date: _____

Lori Watson, Member
Date: _____

ATTEST:

Sue Wolfgang, Clerk
Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared JAMES BRAINARD, MARY ANN BURKE and LORI WATSON, by me known, and by me known to be the Members of the City of Carmel Board of Public Works and Safety, and CHRISTINE S. PAULEY, Clerk-Treasurer of THE CITY OF CARMEL, who acknowledged the execution of the foregoing "Consent To Encroach" on behalf of the City of Carmel, Indiana.

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

My Commission Expires:

NOTARY PUBLIC

Printed Name

My County of Residence: _____

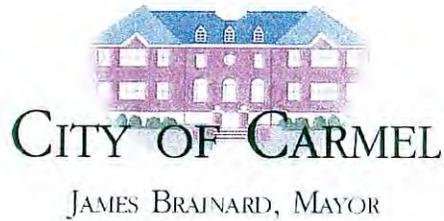
This instrument was prepared by Douglas C. Haney, Esquire, Corporate Counsel, One Civic Square, Carmel, Indiana 46032.

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

LAND DESCRIPTION

Part of the Northeast Quarter of Section 27 and part of the Northwest Quarter of Section 28 all in Township 18 North, Range 4 East in the Second Principal Meridian in Hamilton County, Indiana being described as follows:

Commencing at the Northwest corner of the Northwest Quarter of Section 26; thence South 89 degrees 37 minutes 45 seconds East (assumed bearing) along the north line of said northwest quarter section a distance of 1050.84 feet to the northwest corner of Brooks Landing at Prairie View Section 1, a subdivision in Hamilton County, Indiana, the plat of which is recorded as Instrument Number _____ in the Office of the Recorder of said Hamilton County, Indiana (the next four (4) described courses being along the westerly line thereof); thence South 13 degrees 18 minutes 12 seconds West a distance of 121.12 feet to a curve having a radius of 555.00 feet, the radius point of which bears South 76 degrees 41 minutes 48 seconds East; thence southerly along said curve an arc distance of 118.76 feet to a point which bears North 88 degrees 57 minutes 27 seconds West from said radius point; thence South 01 degrees 02 minutes 33 seconds East a distance of 817.43 feet to a curve having a radius of 645.00 feet, the radius point of which bears North 88 degrees 57 minutes 27 seconds West; thence southerly along said curve an arc distance of 21.23 feet to the Point of Beginning, said point bearing South 87 degrees 04 minutes 19 seconds East from said radius point; thence North 87 degrees 04 minutes 19 seconds West a distance of 114.71 feet; thence North 88 degrees 57 minutes 27 seconds West a distance of 54.46 feet; thence North 78 degrees 10 minutes 13 seconds West a distance of 424.71 feet; thence North 63 degrees 49 minutes 53 seconds West a distance of 230.88 feet; thence North 51 degrees 20 minutes 25 seconds West a distance of 128.39 feet; thence North 38 degrees 04 minutes 20 seconds West a distance of 30.01 feet; thence North 25 degrees 56 minutes 21 seconds West a distance of 73.71 feet; thence South 74 degrees 12 minutes 44 seconds West a distance of 261.83 feet; thence South 09 degrees 07 minutes 29 seconds East a distance of 23.19 feet; thence South 80 degrees 52 minutes 31 seconds West a distance of 147.47 feet; thence North 70 degrees 19 minutes 15 seconds West a distance of 110.51 feet; thence South 81 degrees 00 minutes 16 seconds West a distance of 144.98 feet; thence South 36 degrees 02 minutes 00 seconds West a distance of 120.00 feet; thence South 06 degrees 40 minutes 32 seconds West a distance of 92.74 feet; thence South 22 degrees 40 minutes 56 seconds East a distance of 120.00 feet; thence South 58 degrees 23 minutes 57 seconds East a distance of 137.54 feet; thence South 89 degrees 59 minutes 04 seconds East a distance of 187.20 feet; thence South 79 degrees 55 minutes 09 seconds East a distance of 369.78 feet; thence South 65 degrees 48 minutes 14 seconds East a distance of 72.01 feet; thence South 80 degrees 45 minutes 56 seconds East a distance of 180.00 feet; thence South 64 degrees 51 minutes 46 seconds East a distance of 104.14 feet; thence South 75 degrees 14 minutes 15 seconds East a distance of 277.33 feet; thence South 42 degrees 34 minutes 54 seconds East a distance of 133.13 feet; thence North 47 degrees 25 minutes 06 seconds East a distance of 91.95 feet to a curve having a radius of 645.00 feet, the radius point of which bears North 42 degrees 34 minutes 54 seconds West; thence northerly along said curve an arc distance of 500.84 feet to a point which bears South 87 degrees 04 minutes 19 seconds East from said radius point, also being the Point of Beginning, containing 15.826 acres, more or less.



July 29, 2020

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

Re: Request for Variance (Pool) at 5917 Silas Moffitt Way

Dear Board Members:

Benjamin and Brandi Heck, owners of the property with the common address 5917 Silas Moffitt Way, have requested a variance from Carmel City Code Section §6-227 (a)(4) for the installation of a pool within a portion of the lot designated as an easement. Generally, the improvement is proposed to be installed at the location indicated on the attached exhibit.

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

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

Respectfully,

Chris Ogg (for Jeremy Kashman)

Jeremy Kashman, PE
City Engineer



THE SCHNEIDER CORPORATION

3020 North Post Road
Indianapolis, Indiana
46226-0068
317-808-8202
317-895-2803 FAX

Engineering
Surveying
GIS - LIS
Geology

NOTES:

- 00.0 PROPOSED GRADE
- * DENOTES LOCATION PER CONSTRUCTION DRAWINGS. CONFIRM BEFORE CONSTRUCTION 6" SAN. LATERAL AND WATER SERVICE LINE GRANULAR BACKFILL SUGGESTED UNDER DRIVEWAY AT SANITARY SEWER LATERAL TRENCH & WATER LINE TRENCH

ALL MUD IN STREETS FROM TRUCKS LEAVING LOT TO BE CLEANED AT THE END OF EACH DAY

STRAW BALES TO BE USED WHERE NEEDED TO KEEP MUD OFF OF STREETS AND OUT OF STORM SEWERS.

AREA OF WATER TAP TO BE BACKFILLED WITH GRANULAR MATERIAL TO WITHIN 10" OF TOP OF CURB.

AREA OF WATER TAP TO BE RESTORED TO ITS ORIGINAL CONDITION PRIOR TO CONSTRUCTION

SIDEWALK TO BE 6" THICK THRU DRIVEWAY. EXPANSION JOINT MATERIAL TO BE USED BETWEEN WALK AND CURB. (WALK AND DRIVE AND DRIVE AND CURB IF CONCRETE IS USED IN DRIVEWAY.)

NO DRIVE SHALL BE PLACED CLOSER THAN 2 FEET TO A LOT LINE EXCEPT WHERE SAID LOT LINE IS ALSO A STREET RIGHT OF WAY LINE

THIS PLOT PLAN WAS PREPARED BASED ON INFORMATION TAKEN FROM RECORD PLATS, SUBDIVISION PLANS, RECORD DRAWINGS AND PLANS PROVIDED BY CLIENT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY SITE CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY THE SCHNEIDER CORP. AND BRENNICK DEVELOPMENT OF ANY DISCREPANCIES.

NOTE:
IN THE RESIDENTIAL DISTRICTS LIMITING HEIGHT TO TWENTY-FIVE (25) FEET, A DWELLING MAY BE INCREASED IN HEIGHT TO THIRTY-FIVE (35) FEET PROVIDED THE SIDE AND REAR YARDS ARE INCREASED AN ADDITIONAL FOOT FOR EACH FOOT SUCH STRUCTURE EXCEEDS TWENTY-FIVE (25) FEET IN HEIGHT. PER CARMEL ZONING ORDINANCE 26.1.1.

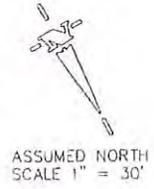
LOCATION OF UTILITIES ON PLOT PLAN ARE GENERAL LOCATIONS PER PLAN AND SHOULD BE VERIFIED IN THE FIELD.

NOTE:
THE BASEMENT ELEVATION DEPICTED HEREON HAS BEEN DETERMINED AND BASED UPON THE PAD GRADES AND OR CONTOURS TAKEN FROM THE CONSTRUCTION PLANS FOR THE SUBDIVISION. UNLESS STATED, NO INFORMATION ABOUT FLUCTUATING WATER TABLES, SOIL CONDITIONS OR SOIL TYPES WITHIN THE BUILDING AREA HAS BEEN PROVIDED OR STATED ON SAID PLANS. IT IS RECOMMENDED THAT BASEMENT FINISHED FLOOR ELEVATIONS BE AT LEAST (1) FOOT ABOVE THE NORMAL POOL ELEVATION OF ANY ADJOINING BODIES OF WATER UNLESS A STUDY OF FACTS REVEALS OTHERWISE. DURING THE EXCAVATION PROCESS, ANY GROUNDWATER IS DISCOVERED, THE SCHNEIDER CORP. SHOULD BE NOTIFIED IMMEDIATELY. THE BASEMENT ELEVATION SHOULD BE RAISED 2' ABOVE THE GROUNDWATER LEVEL AND ADDITIONAL CONSTRUCTION TECHNIQUES SHOULD BE INCORPORATED TO ALLEVIATE FUTURE PROBLEMS.

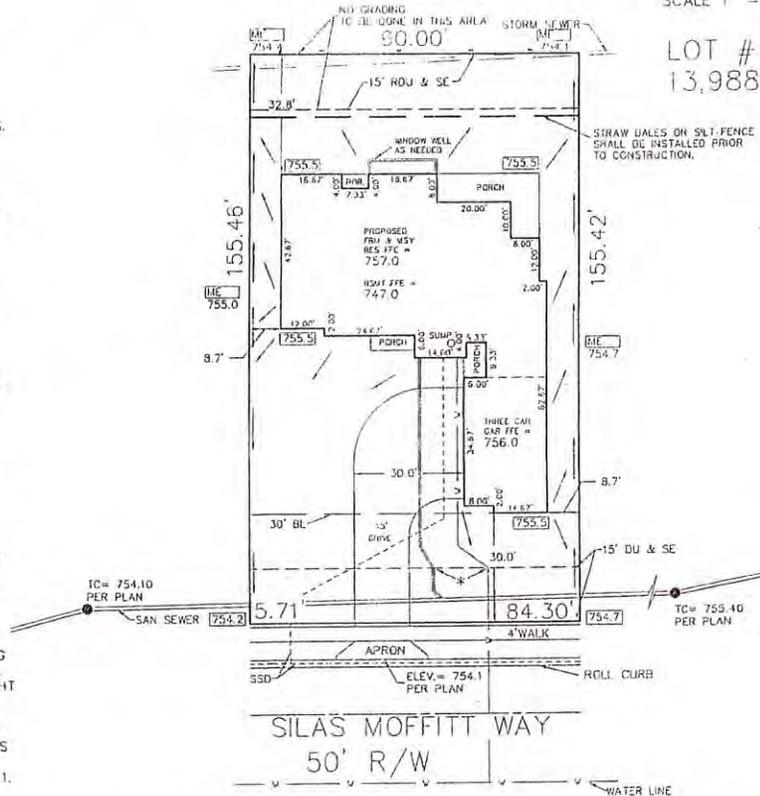
NOTE: GARAGE F.F.E. IS PROPOSED TO BE 1.9' ABOVE CURB AT DRIVEWAY PER PLAN.

BUILDER MUST COMPLY WITH ALL ORDINANCES GOVERNING SITE EROSION & SEDIMENT CONTROL

YARD LIGHT & MAILBOX TO BE INSTALLED PER SUBDIVISION COVENANTS & RESTRICTIONS



LOT # 48
13,988 SF



Approved as NOTED. KA 11-18-98

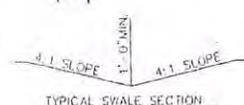


BUILDING PADS CONSTRUCTED PER PLANS & SPECIFICATIONS APPROVED BY APPROPRIATE GOVERNMENTAL AGENCIES. REMAINING AREA OF LOT MAY CONTAIN NONCOMPACTED FILL MATERIAL

David K. Sexton

11/13/98

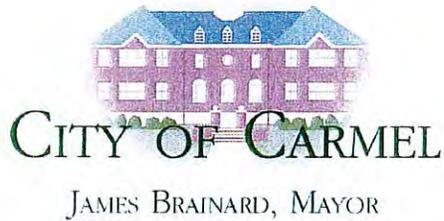
11-17-98



PLOT PLAN PREPARED FOR
PETTY CUSTOM HOMES
PLOT PLAN LOT # 48
MOFFITT FARM AT PRAIRIE VIEW
SECTION 2-A
INSTR. # 9809804217
PC # 2 SLIDE # 74
AMENDMENT TO SUPPLEMENTAL DECLARATION
OF COVENANTS AND RESTRICTIONS AND
NOTATION ON PLATS, PRAIRIE VIEW MOFFITT FARM
INSTR. # 9709731763
5917 SILAS MOFFITT WAY

JOB # 98-4190-14
11/12/98 CWD

NOV 13 1998



July 29, 2020

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

Re: Consent to Encroach (Concrete Pad) at 12515 Bellingrath Street

Dear Board Members:

A Consent to Encroach document signed by Samuel and Holly Tamara, owners of the property with the common address 12515 Bellingrath Street, is submitted to the Board for signatures. A variance for the encroachment is also submitted to the Board of Public Works for approval during the August 5, 2020 BPW meeting.

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

Sincerely,

Chris Ogg (for Jeremy Kashman)

Jeremy Kashman, PE
City Engineer

ATTACHEMENT: CONSENT TO ENCROACH DOCUMENT

CONSENT TO ENCROACH



THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Samuel and Holly Tamara, 12515 Bellingrath Street, Carmel, Hamilton County, Indiana 46032, (individually and collectively, "Owner"), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety ("City").

WITNESSETH:

WHEREAS, Owner owns in fee simple Lot 781 ("Lot") in Village of Westclay, Section Number 10001 which is located within the corporate limits of the City of Carmel, Indiana ("Subdivision"), which real estate is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, the official plat of the Subdivision was recorded in Plat Cabinet 2, Slide Number 535, Instrument Number 200000062972 in the Office of the Hamilton County Recorder on 12-20-2000, as Village of Westclay, Section Number 10001 (the "Plat"); and

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

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

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

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

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

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

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

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

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

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

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

8. Owner agrees to record this Agreement in the Office of the Hamilton County Recorder and to provide to City a recorded copy of same within ten (10) business days of the effective date of this Agreement. In the event this Agreement is not timely recorded by Owner, Owner agrees and consents to City recording same, at Owner's sole expense.
9. The parties agree that the terms of this Agreement shall be binding upon and inure to the benefit of their respective heirs, administrators, successors and assigns.
10. The parties executing this Agreement represent and warrant that they are authorized to enter into and execute this Agreement for and on behalf of the party which they represent.
11. This Agreement shall be effective as of the date on which it is last executed by a party hereto.
12. The Owner agrees to provide full disclosure of this Agreement to all persons, entities and others who acquire by or through Owner any interest in the Lot on and after the effective date of this Agreement.
13. Owner agrees not to alter the ground surface elevation within the limits of the easement at any time.
14. Owner agrees to remedy any drainage problems or issues, saturated soil or standing water on the Lot or adjacent properties determined by the City to be resulting from the Encroachment.

"OWNER"

Samuel Tarara

Signature

Date:

Samuel Tarara
7/15/20

Holly Tarara

Signature

Date:

Holly Tarara
7/15/20

STATE OF INDIANA)

COUNTY OF Hamilton) SS:

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

Witness my hand and Notarial Seal this 15th day of July, 2020

Manie M. Unick
 NOTARY PUBLIC

Manie M. Unick
 Printed Name

My Commission Expires:

06/15/2023

My County of Residence: Madricks

"CITY"

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

BY: _____
James Brainard, Presiding Officer
Date: _____

Mary Ann Burke, Member
Date: _____

Lori Watson, Member
Date: _____

ATTEST:

Sue Wolfgang, Clerk
Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared JAMES BRAINARD, MARY ANN BURKE and LORI WATSON, by me known, and by me known to be the Members of the City of Carmel Board of Public Works and Safety, and CHRISTINE S. PAULEY, Clerk-Treasurer of THE CITY OF CARMEL, who acknowledged the execution of the foregoing "Consent To Encroach" on behalf of the City of Carmel, Indiana.

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

My Commission Expires:

NOTARY PUBLIC

Printed Name
My County of Residence: _____

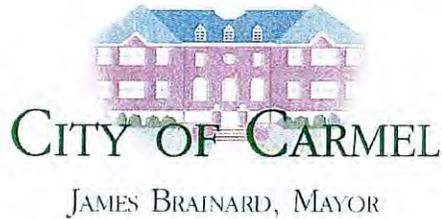
This instrument was prepared by Douglas C. Haney, Esquire, Corporate Counsel, One Civic Square, Carmel, Indiana 46032.

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

EXHIBIT A

Part of the Northwest and the Southwest Quarters of Section 33, Township 18 North, Range 3 East, Clay Township, Hamilton County, Indiana, described as follows:

Commencing at the Northeast corner of said Northwest Quarter, thence South 00 degrees 20 minutes 16 seconds East (assumed bearing) along the East line of Quarter 379.94 feet to the Point of Beginning; thence continuing South 00 degrees 20 minutes 16 seconds East along said East line 825.18 feet; thence South 35 degrees 04 minutes 15 seconds West 393.00 feet; thence South 89 degrees 23 minutes 24 seconds West 388.40 feet; thence North 53 degrees 44 minutes 29 seconds West 279.99 feet; thence South 41 degrees 56 minutes 59 01 seconds East; thence southwesterly along said curve on an arc distance of 10.00 feet, the radius point of which bears South 48 degrees 03 minutes 01 seconds East; thence southwesterly along said curve on an arc distance of 12.01 feet to a point of reverse curve to the right having a radius of 89.50 feet, the radius point of which bears South 63 degrees 09 minutes 40 seconds West; thence southeasterly along said curve on an arc distance of 55.74 feet to a point of reverse curve to the left having a radius of 10.00 feet, the radius point of which bears South 39 degrees 38 minutes 57 seconds West from said radius point; thence South 50 degrees 21 minutes 03 seconds East 288.71 feet to a curve to the right having a radius of 500.00 feet, the radius point of which bears South 39 degrees 38 minutes 57 seconds West; thence southeasterly along said curve on an arc distance of 368.08 feet to a point of which bears North 81 degrees 49 minutes 41 seconds East from the radius point; thence South 08 degrees 10 minutes 19 seconds East 336.01 feet to a curve to the left having a radius of 400.00 feet, the radius point of which bears North 81 degrees 49 minutes 41 seconds East; thence southeasterly along said curve on an arc distance of 491.34 feet to a point of which bears South 12 degrees 52 minutes 53 seconds West from said radius point; thence North 50 degrees 01 minutes 11 seconds East 44.64 feet; thence North 89 degrees 36 minutes 28 seconds East 40.00 feet to said East line; thence South 00 degrees 20 minutes 16 seconds East along said East line 46.66 feet to the southeast corner of said Northwest Quarter; thence South 00 degrees 23 minutes 56 seconds West 40.00 feet; thence North 40 degrees 54 minutes 09 seconds West 53.21 feet to a non-tangent curve to the right having a radius of 480.00 feet, the radius point of which bears North 10 degrees 39 minutes 42 seconds East; thence northwesterly along said curve on an arc distance of 596.20 feet to a point of which bears South 81 degrees 49 minutes 41 seconds West from said radius point; thence North 03 degrees 10 minutes 19 seconds West 336.01 feet to a curve to the left having a radius of 420.00 feet, the radius point of which bears South 81 degrees 49 minutes 41 seconds West; thence northwesterly along said curve on an arc distance of 309.19 feet to a point of which bears North 39 degrees 38 minutes 57 seconds East from said radius point; thence North 50 degrees 21 minutes 03 seconds West 286.71 feet to a curve to the left having a radius of 10.00 feet, the radius point of which bears South 39 degrees 38 minutes 57 seconds West; thence westerly along said curve on an arc distance of 10.44 feet to a point of reverse curve to the right having a radius of 89.50 feet, the radius point of which bears North 20 degrees 11 minutes 04 seconds West; thence westerly along said curve on an arc distance of 64.89 feet to a point of reverse curve to the left having a radius of 10.00 feet, the radius point of which bears South 21 degrees 21 minutes 18 01 seconds West from said radius point; thence South 41 degrees 56 minutes 59 seconds West 3.73 feet; thence North 48 degrees 03 minutes 01 seconds East 50.00 feet; thence North 41 degrees 56 minutes 59 seconds East 3.73 feet to a curve to the left having a radius of 10.00 feet, the radius point of which bears North 48 degrees 03 minutes 01 seconds West; thence northerly along said curve on an arc distance of 12.11 feet to a point of reverse curve to the right having a radius of 89.50 feet, the radius point of which bears North 62 degrees 32 minutes 41 seconds East; thence northeasterly along said curve on an arc distance of 215.87 feet to a point of reverse curve to the left having a radius of 10.00 feet, the radius point of which bears North 20 degrees 44 minutes 18 seconds East; thence northeasterly along said curve on an arc distance of 12.01 feet to a point of which bears South 48 degrees 03 minutes 01 seconds East from said radius point; thence North 41 degrees 56 minutes 59 seconds East 135.94 feet to a curve to the left having a radius of 25.00 feet, the radius point of which bears North 48 degrees 03 minutes 01 seconds West; thence northwesterly along said curve on an arc distance of 41.75 feet to a point of which bears North 36 degrees 15 minutes 31 seconds East from said radius point; thence North 36 degrees 15 minutes 31 seconds East 50.00 feet; thence South 53 degrees 44 minutes 29 seconds East 6.67 feet to a curve to the left having a radius of 25.00 feet, the radius point of which bears North 36 degrees 15 minutes 31 seconds East; thence northeasterly along said curve on an arc distance of 39.52 feet to a point of reverse curve to the left having a radius of 574.00 feet, the radius point of which bears North 54 degrees 19 minutes 00 seconds West; thence northeasterly along said curve on an arc distance of 633.81 feet to a point of which bears North 62 degrees 25 minutes 01 seconds East from said radius point; thence North 27 degrees 34 minutes 59 seconds West 10.40 feet to a curve to the left having a radius of 5.00 feet, the radius point of which bears South 62 degrees 25 minutes 01 seconds West; thence southwesterly along said curve on an arc distance of 14.42 feet to a point of reverse curve to the right having a radius of 531.00 feet, the radius point of which bears South 76 degrees 53 minutes 09 seconds West; thence southerly along said curve on an arc distance of 30.58 feet to a point of which bears North 80 degrees 11 minutes 06 seconds East from said radius point; thence South 80 degrees 11 minutes 06 seconds West 40.00 feet to a non-tangent curve to the left having a radius of 25.00 feet, the radius point of which bears North 20 degrees 34 minutes 48 seconds West; thence northwesterly along said curve on an arc distance of 43.97 feet to a point of which bears North 20 degrees 34 minutes 48 seconds West from said radius point; thence North 20 degrees 34 minutes 48 seconds West 50.00 feet; thence North 69 degrees 25 minutes 12 seconds East 43.36 feet to a curve to the left having a radius of 25.00 feet, the radius point of which bears North 20 degrees 34 minutes 48 seconds West; thence northeasterly along said curve on an arc distance of 42.33 feet to a point of which bears North 62 degrees 25 minutes 01 seconds East from said radius point; thence North 27 degrees 34 minutes 59 seconds West 128.61 feet to the southerly boundary of the Village of WestCay, Section 3001-B, the Secondary Plat of which is recorded as Instrument Number 1999-09965088, Plat Cabinet 2, Slide 344, in the Office of the Recorder of Hamilton County; thence North 82 degrees 25 minutes 01 seconds East along said boundary 52.00 feet to the southwesterly corner of the Village of WestCay, Provost Park, the Secondary Plat of which is recorded as Instrument Number 1995-09969686, Plat Cabinet 2, Slide 362, in the Office of the Recorder of Hamilton County (the following six courses are along the southerly boundary of said Provost Park): (1) thence North 73 degrees 48 minutes 35 seconds East 137.60 feet; (2) thence North 80 degrees 00 minutes 03 seconds East 104.86 feet; (3) thence North 86 degrees 06 minutes 12 seconds East 115.23 feet; (4) thence South 59 degrees 12 minutes 35 seconds East 106.33 feet; (5) thence South 76 degrees 02 minutes 03 seconds East 115.23 feet; (6) thence South 54 degrees 14 minutes 23 seconds East 88.83 feet; thence South 64 degrees 54 minutes 45 seconds East 91.81 feet to the Point of Beginning containing 22,242 acres more or less.



July 29, 2020

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

Re: Request for Variance (Concrete Pad) at 12515 Bellingrath Street

Dear Board Members:

Samuel and Holly Tamara, owners of the property with the common address 12515 Bellingrath Street, have requested a variance from Carmel City Code Section §6-227 (a)(4) for the installation of a concrete pad within a portion of the lot designated as an easement. Generally, the improvement is proposed to be installed at the location indicated on the attached exhibit.

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

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

Respectfully,

Chris Ogg (for Jeremy Kashman)

Jeremy Kashman, PE
City Engineer

EXHIBIT B

SURVEYOR LOCATION REPORT

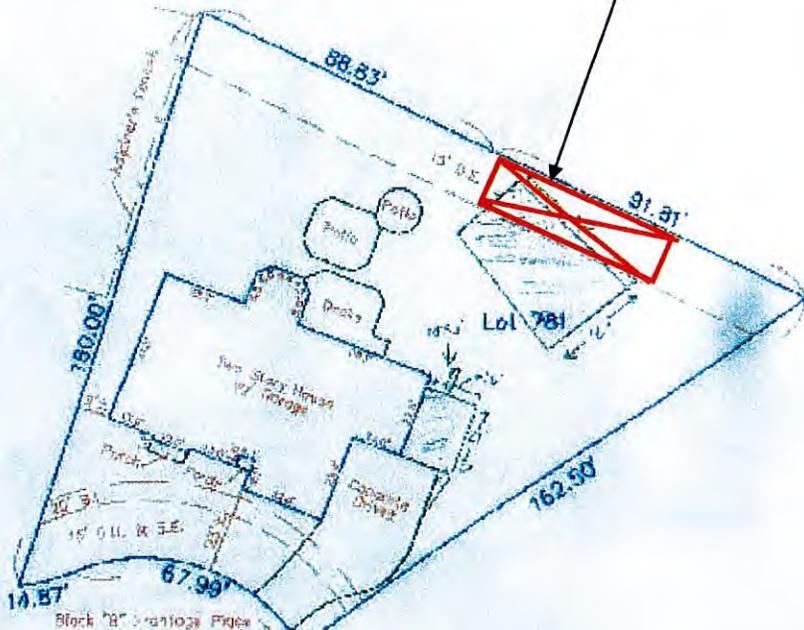
I hereby certify to the parties named above that the real estate described herein was inspected (under my supervision on the date indicated) and that to the best of my knowledge, this report conforms with the requirements contained in Sections 27 through 29 of the IAC 1-1-2 for a SURVEYOR LOCATION REPORT. Unless otherwise noted there is no visible evidence of possession lines found.

Legend

B/W	Right-of-way
---	Survey Boundary Line
D.L.	Enclosed Lot(s)
O.E.	Enclosed Lot(s)
D.D. & E.E.	Enclosed Lot(s) & Easement



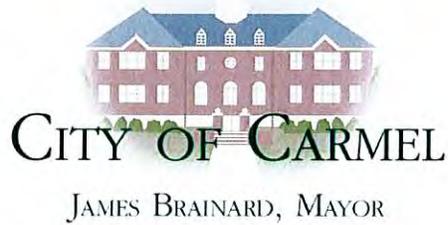
Area of encroachment



HAHN SURVEYING GROUP, INC.
 Land Surveyors
 8925 N. Meridian Street, Suite 120
 Indianapolis, IN 46260
 PHONE: (317) 846-0840 / (317) 846-4119
 FAX: (317) 846-2298 / (317) 582-0662
 EMAIL: orders@hahnsurveying.com
www.hahnsurveying.com



CERTIFIED: 05/14/2020
Chad D. Hahn
 Chad D. Hahn
 Registered Land Surveyor
 Indiana #20300031
 Job No. 2020011233
 Drawn By: JEC
 Sheet 2 of 2



July 27, 2020

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

RE: VILLAGE OF WEST CLAY SECTION 6003-B, BLOCK 6 & 7

Dear Board Members:

Mr. Luke Jahn with HWC Engineering has requested the replat of Village of West Clay Section 6003-B, Blocks 6 and 7, be placed on the Board of Public Works and Safety agenda for approval and signatures.

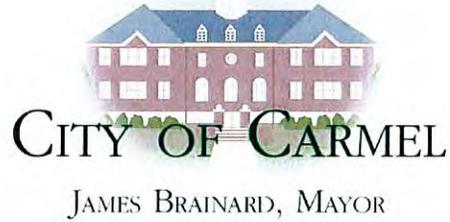
The plat has been reviewed and signed by the Department of Community Services and reviewed by the Department of Engineering with approval. Therefore, I recommend the Board approve and sign this plat.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeremy Kashman".

Jeremy Kashman, P.E.
City Engineer

ATTACHMENT: MYLAR PLAT



July 27, 2020

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

RE: FOSTERS ADDITIONS, LOTS 9-11 – REPLAT

Dear Board Members:

Mr. Sam Milligan with Northridge Construction has requested the replat of for Fosters Addition, Lots 9 - 11, be placed on the Board of Public Works and Safety agenda for approval and signatures.

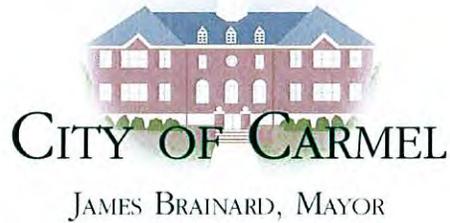
The plat has been reviewed and signed by the Department of Community Services and reviewed by the Department of Engineering with approval. Therefore, I recommend the Board approve and sign this plat.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

ATTACHMENT: MYLAR PLAT

S:\shared\NEW SHARED DRIVE\BPW\2020\PLATS\FOSTERS LOTS 9-11 REPLAT.docx



July 27, 2020

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

RE: REPLAT- BEAR CREEK SOUTH, SECTIONS 1A & 1B

Dear Board Members:

Mr. Michael Morgan has requested the secondary plats for Bear Creek South, Sections 1A and 1B be placed on the Board of Public Works and Safety agenda for approval and signatures.

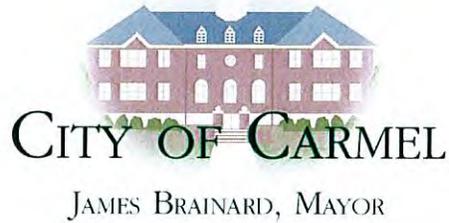
The plats have been reviewed and signed by the Department of Community Services and reviewed by the Department of Engineering with approval. Therefore, I recommend the Board approve and sign the plats.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeremy Kashman".

Jeremy Kashman, P.E.
City Engineer

ATTACHMENT: MYLAR PLAT



July 27, 2020

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

RE: REPLAT- CARMELVIEW LOT 2

Dear Board Members:

Mr. Connor Ray has requested the replat of Carmelview Lot 2 placed on the Board of Public Works and Safety agenda for approval and signatures.

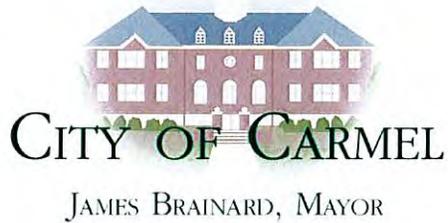
The plat has been reviewed and signed by the Department of Community Services and reviewed by the Department of Engineering with approval. Therefore, I recommend the Board approve and sign this plat.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeremy Kashman".

Jeremy Kashman, P.E.
City Engineer

ATTACHMENT: MYLAR PLAT



July 28, 2020

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

RE: REPLAT- NEWARK VILLAGE LOT 77

Dear Board Members:

Mr. Troy Terew with True North has requested the replat of Newark Village Lot 77 be placed on the Board of Public Works and Safety agenda for approval and signatures.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Kashman".

Jeremy Kashman, P.E.
City Engineer

ATTACHMENT: MYLAR PLAT

RESOLUTION NO. BPW 08-05-20-03

A RESOLUTION REQUESTING THE FINANCING, CONSTRUCTION, AND DEDICATION OF CERTAIN INFRASTRUCTURE OR OTHER IMPACT ZONE IMPROVEMENTS IN LIEU OF AND AS A CREDIT AGAINST THE PAYMENT OF PARKS AND RECREATION IMPACT FEES (“PRIF”) AND APPROVING A PRIF CREDIT AGREEMENT

WHEREAS, Indiana Code 36-7-4-1335 permits the application of a credit against the payment of impact fees for persons who construct or provide certain infrastructure or other improvements of a type for which a unit imposes an impact fee in an impact zone; and,

WHEREAS, City of Carmel Unified Development Ordinance §1.3(F) permits the City of Carmel Board of Public Works and Safety (“Board”) to request that any person otherwise required to pay PRIF to instead finance, construct, and dedicate certain infrastructure or improvements in the Parks and Recreation Infrastructure Impact Zone (“Impact Zone”) located in Clay Township, Indiana and over which the City of Carmel, Indiana (“City”) exercises planning and zoning jurisdiction; and,

WHEREAS, City of Carmel Unified Development Ordinance §1.3(F) also permits the Board to determine the amount of PRIF credit any person requested to finance, construct, and dedicate certain infrastructure or improvements in the Impact Zone in lieu of PRIF payment shall receive, and to memorialize this determination in a credit agreement (“Credit Agreement”); and,

WHEREAS, the Board now desires to request that Weekley Homes, LLC, a Delaware limited liability company (“David Weekley Homes”), finance infrastructure or improvements that meet the requirements set forth in Indiana Code § 36-7-4-1335(a), in exchange for a PRIF credit the Board has determined should be in the amount of exactly Two Thousand Nine Hundred Seventy Two (\$2,972.00) per lot; and,

WHEREAS, David Weekley Homes shall execute and return to the Board the Credit Agreement set forth on attached Exhibit A, the same being incorporated herein by this reference, prior to the issuance of the improvement location fee for that certain improvement identified on attached Exhibit B, the same being incorporated herein by this reference; and,

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

1. The foregoing Recitals are incorporated herein by this reference.
2. The Board hereby requests that David Weekley Homes, finance infrastructure or improvements that meet the requirements set forth in Indiana Code § 36-7-4-1335(a) in exchange for a PRIF credit the Board has determined should be in the amount of exactly Two Thousand Nine Hundred Seventy Two (\$2,972.00) per lot, pursuant to the terms and conditions set forth hereinabove.
3. The Board hereby approves the Credit Agreement in the form as set forth in attached Exhibit A.
4. Henry Mestetsky, on behalf of the City and the Board, is hereby authorized and directed to take such actions as are lawful, necessary, and proper to effectuate the transaction approved by this Resolution. Mr. Mestetsky shall deposit the entire credited amount of PRIF into City Fund #902. These funds shall be drawn upon to finance the construction of Parks and Recreation infrastructure and improvements that meet the requirements of Indiana Code § 36-7-4-1335(a).

SO RESOLVED.

Approved and adopted this _____ day of _____, 2020.

CARMEL BOARD OF PUBLIC WORKS AND SAFETY

By:

James Brainard, Presiding Officer
Date: _____

Mary Ann Burke, Member
Date: _____

Lori S. Watson, Member
Date: _____

ATTEST:

Sue Wolfgang, Clerk
Date: _____

EXHIBIT A

PRIF CREDIT AGREEMENT

COMES NOW Weekley Homes, LLC, a Delaware limited liability company (“David Weekley Homes”), by its undersigned, duly authorized agent, and states as follows:

David Weekley Homes hereby agrees to contribute Two Thousand Nine Hundred Seventy Two (\$2,972.00) per lot toward the construction of infrastructure items or public improvements that meet the requirements of Indiana Code 36-7-4-1335(a), in exchange for a Parks and Recreation Impact Fee (“PRIF”) credit not to exceed Two Thousand Nine Hundred Seventy Two (\$2,972.00) per lot.

After the improvements are completed and have been accepted by the Carmel Board of Public Works and Safety, any remaining unused PRIF shall be made available for use by the Carmel Department of Parks and Recreation, pursuant to the requirements of the City.

SO AGREED this 29th day of July, 2020.

Weekley Homes, LLC

By:



Authorized Signature

John Burchfield

Printed Name

General Counsel

Title

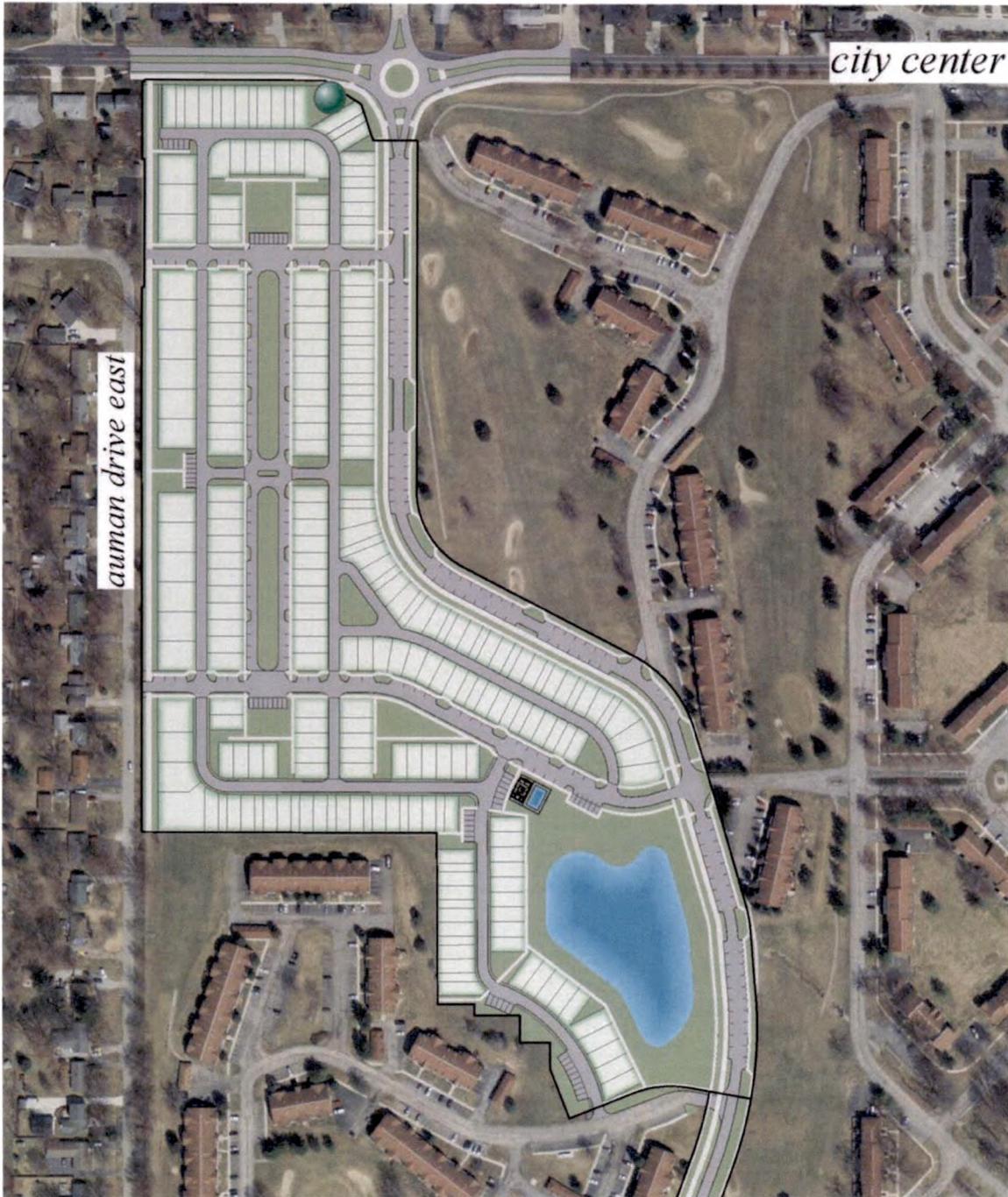
Aerial Location Map



Site Plan

(Development Plan / Primary Plat)

Full size copies of the approved Development Plan / Primary Plat are on file with the Department of Community Services under Docket # 17080014 Z. Below is a reduced version.





City of Carmel

DEPARTMENT OF COMMUNITY SERVICES
Division of Building and Code Enforcement

July 8, 2020

Antonio Morrison
956 Brownstone Trace
Carmel, IN 46032

Landmark Community Bank
c/o Highest Officer Found
1015 West Poplar Avenue
Collierville, TN 38017

Brownstone Homes at Guilford Reserve Home Owners Association, Inc.
c/o Kimberly Sutter, Esq.
Eads, Murray & Pugh, P.C.
9515 E. 59th St, Suite B
Indianapolis, IN 46216

Sandy T. Fox, PA
2750 NE 185th Street, Ste. 302
Aventura, FL 33180

Russell Jones
320 South Rangeline Road
Carmel, IN 46032

Unknown Occupant(s)
956 Brownstone Trace
Carmel, IN 46032

UNSAFE BUILDING HEARING NOTICE ORDER TO VACATE PREMISE AND ORDER TO REPAIR RESIDENTIAL STRUCTURE

RE: Residential condominium located at 956 Brownstone Trace

You are the recorded owner and/or have a property interest in the aforementioned property ("Property"). A recent inspection determined the Property to be an unsafe structure and revealed violations of Carmel City Ordinance Number D-1291-97, codified in Carmel City Code Section 6-159. Pursuant to that inspection, on or about May 11, 2020, the City of Carmel issued an Emergency Order to Vacate pursuant to I.C. § 36-7-9-9(a) & (c). Extensive fire damage to the Property, as well as unsafe and hazardous air quality and other conditions continue to render the property a hazard to public health, a public nuisance, dangerous to a person because of a violation of a statute or ordinance concerning building condition or maintenance, and/or vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of a statute or an ordinance, and as such, is considered an unsafe building as defined under I.C. § 36-7-9-4(1), (3), (4), (5) & (6).

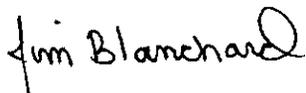
The conditions to the Property have not improved since the Emergency Order to Vacate was posted, and the Emergency Order to Vacate is still in effect. However, a public hearing to address the **ORDER TO VACATE** will be heard by the **Carmel Board of Public Works** on **August 5, 2020, at 10:00 a.m.** As a result of the COVID-19 pandemic, the hearing will be conducted virtually pursuant to Governor Holcomb's Executive Order 20-09 and any other applicable Executive Order of the same. You are entitled to appear at the hearing virtually with or without legal counsel, present evidence, cross-examine opposing witnesses, and present arguments. Please contact Jacob Quinn, Chief Deputy Clerk of City Business, at jquinn@carmel.in.gov, for a link to access the meeting.

Further, under I.C. § 36-7-9-5(a)(4)&(5), you are **ORDERED TO REPAIR** the Property to bring it into compliance with standards for building condition or maintenance required for human habitation, occupancy, or use as required under City Code Section 6-159, within **SIXTY (60) DAYS**, to wit: by 12 midnight local time on **September 8, 2020**. Substantial process must be shown within **THIRTY (30) DAYS**, to wit: by 12 midnight local time on **August 8, 2020**. The **ORDER TO REPAIR** becomes final **TEN (10) DAYS** after the date of this letter, unless a hearing is requested by you before the TEN (10) DAY period ends. If you request a hearing on the **ORDER TO REPAIR**, the merits will be heard at the public hearing for the **ORDER TO VACATE** as described above.

Failure to comply with both **ORDERS** by the deadlines imposed may result in the City of Carmel (the "City") issuing citations for violations of City ordinances, civil penalties being assessed against you, a civil suit filed against you, the City making the necessary repairs and placing a lien on the Property to recover costs associated with this action, and/or demolition of the Property. You must notify the City if you transfer title, or if another person or entity agrees to take a substantial interest in the Property. Failure to do so may render you liable to the City if a judgment is entered for the failure of the City to provide notice to persons holding an interest in the Property.

If you have any questions regarding the hearing, please address those questions via email to City Attorney Ashley M. Ulbricht at aulbricht@carmel.in.gov and copy Deputy Building Official at bliggett@carmel.in.gov.

Sincerely,



Jim Blanchard- Building Commissioner
Carmel City Hall
One Civic Square- 1st Floor
Carmel, Indiana, 46032
(317)571-2444
jblanchard@carmel.in.gov