

**Board of Public Works and Safety Meeting  
Agenda  
Wednesday, September 2, 2020 – 10:00 a.m.  
Via Videoconference**

**MEETING CALLED TO ORDER**

**1. MINUTES**

- a. **Minutes from the August 19, 2020, Regular Meeting**

**2. BID/QUOTE OPENINGS AND AWARDS**

- a. **Quote Opening for Waterstone Subdivision Ponds Culvert Repairs; Jeremy Kashman, City Engineer**

**3. PERFORMANCE RELEASE APPROVAL REQUESTS**

- a. **Resolution BPW-09-02-20-01; Auman Addition; Erosion Control; Old Town**

**4. CONTRACTS**

- a. **Request for Purchase of Goods and Services; College Avenue Design, LLC d/b/a Sweet Event Planning; (\$5,000.00); Event Planning Services for Veteran's Day Ceremony; Nancy Heck, Director of the Department of Community Relations**
- b. **Request for Interlocal Agreement; Hamilton County Solid Waste Board; Agreement for Household Hazardous Waste Collection; John Duffy, Director of Utilities**
- c. **Request for Purchase of Goods and Services; TargetSolutions Learning, LLC; (\$21,446.00); Amendment to Agreement for Professional Services; Chief David Haboush, Carmel Fire Department**
- d. **Resolution BPW-09-02-20-02; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Agreement Between City and Vendor; Malinowski Consulting, Inc; Preparation of Claims for Fuel Tax Refund; Mayor James Brainard**
- e. **Request for Purchase of Goods and Services; Otis Elevator Co.; (\$190.00 per month); Maintenance Management; Bob Higgins, General Manager/Superintendent, Brookshire Golf Course**
- f. **Request for Purchase of Goods and Services; Smock Fansler; (\$194,798.42); Gray Road RAB Landscaping – Project 16-ENG-16, 54 & 55; CO #5; Jeremy Kashman, City Engineer**

**5. REQUEST TO USE CITY STREETS/PROPERTY**

- a. **Request to Use Monon Square Parking Lot; Drive-In Actors Theatre of Indiana Show; 9/18, 10/23, and 11/27, 2020; 9:00 a.m. – 10:00 p.m.; Meg Gates Osborne, Actors Theatre of Indiana**
- b. **Request to Use City Hall Parking Lot; Bicycle Donations for Freewheelin Community Bikes; September 19, 2020; 11:30 a.m. – 4:30 p.m.; Kevin Whited, City of Carmel**

- c. **Request to Use Sophia Square; Carmel High School Girls Soccer Team Viewing Party for Sectional Draw; September 27, 2020; 6:00 p.m. – 10:00 p.m.;** Cyndy Bailey, Carmel High School Girls Soccer
- d. **Request to Close Veterans Way; Christian Youth Theatre Performances; 9/4 (5 p.m. – 9 p.m.), 9/5 (12:30 p.m. – 9 p.m.), 9/6 (12:30 p.m. – 5 p.m.), 2020;** Christian Youth Theatre, Indianapolis, Inc.
- e. **Request to Close Veterans Way; Christian Youth Theatre Performances; 9/11 (5 p.m. – 9 p.m.), 9/12 (12:30 p.m. – 9 p.m.), 9/13 (12:30 p.m. – 5 p.m.), 2020;** Christian Youth Theatre, Indianapolis, Inc.
- f. **Request to Use Carter Green/Adjacent Drives and Sidewalks/James Building and Veterans Way Parking Structures/Area on South Lawn of the Veteran’s Memorial/Parking Spaces; Carmel Farmers Market Extension; Every Saturday October 2 - 31, 2020; 6:00 a.m. – 1:00 p.m.;** Ronald Carter, President of the Carmel Farmers Market
- g. **Request to Acknowledge Approval to Close City Center West Parking Lot; Hotel Carmichael Opening/Ribbon Cutting; August 27, 2020; 7:00 a.m. – 12:00 p.m.;** Kelli Prader, City of Carmel
- h. **Request to Use Civic Square Gazebo; Performance by M3 Theatre Camp; October 17, 2020; 12:00 p.m. – 6:00 p.m.;** Hillary Blake, Meridian Music School
- i. **Request to Use Civic Square Gazebo; Pop-Up Woodwind Ensembles; 8/23 (Acknowledge Approval), 9/8 (5:00 p.m. – 8:30 p.m.), 9/15 (5:00 p.m. – 8:30 p.m.), 9/27 (5:00 p.m. – 8:00 p.m.), 10/4 (5:00 p.m. – 8:00 p.m.), 2020;** Katherine Peters
- j. **Request to Use Civic Square Gazebo; Luncheon Celebration; October 6, 2020; 10:00 a.m. – 2:00 p.m.;** Jane Johnson, St. Margaret Hospital Guild
- k. **Request to Use/Close City Streets; Block Party to Present Bard Fest; September 11, 2020; 6:00 p.m. – 10:00 p.m.;** Patty Morton, Walden Pond Homeowners

## 6. OTHER

- a. **Request for Waiver of BPW Resolution No. 04-28-18-01/Small Cell Installation and Related Traffic Restrictions; 13957 Gray Road/4851 West Main St./12594 Gray Road/11914 Gray Road/3704 E. 116<sup>th</sup> St.;** Stephen Carr, AT&T
- b. **Request for Open Pavement Cut; 1101 Rohrer Road;** Armica Bash Gaspar, Vectren
- c. **Request for Open Pavement Cut; 10100 Shelborne Road;** Armica Bash Gaspar, Vectren
- d. **Request for Open Pavement Cut; 106 West Carmel Drive;** Armica Bash Gaspar, Vectren
- e. **Request for Lane & Sidewalk Closure; 701 City Center Drive;** Caleb Archer, Renovia
- f. **Request for Waiver of BPW Resolution No. 04-28-18-01/Lane Restrictions; Springmill & Illinois;** Brian Wentz, AT&T
- g. **Request for Open Pavement Cut/Street Closure; 11580 N. College Ave;** Jamie Nepsaw, Weihe Construction
- h. **Request for Right of Way Dedication; Nottingham Way/Redd Road;** John Pearson
- i. **Request for Consent to Encroach; 3310 Spruce Wood Court;** Jasjit Mudhar, Property Owner
- j. **Request for Variance; 3310 Spruce Wood Court;** Jasjit Mudhar, Property Owner
- k. **Request for Replat; Three Forks Preserve;** Weihe

## 7. PUBLIC HEARING

- a. **Lease Agreement for the Premises Located at 481 Gradle Drive, Suite 100, Carmel, Indiana 46032; Location to be Used for the Carmel City Court**

## 8. ADJOURNMENT

1 **Board of Public Works and Safety Meeting**  
2 **Minutes**  
3 **Wednesday, August 19, 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 AM*

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 Jacob*  
16 *Quinn were present.*

17  
18 **MINUTES**

19  
20 *Minutes from the August 5, 2020, Regular Meeting were approved 3-0*

21  
22 **CONTRACTS**

23  
24 *Resolution BPW-08-19-20-01; A Resolution of the City of Carmel Board of Public Works and Safety*  
25 *Acknowledging Agreement Between Owner and Contractor; The Mirazon Group, LLC; (\$46,224.00);*  
26 *Carmel Clay Parks Ransomware Remediation; Board Member Burke moved to approve. Board*  
27 *Member Watson seconded. Request approved 3-0*

28  
29 *Request for Purchase of Goods and Services; ERAD Group, Inc; (\$1,500.00); ERAD Recovery System*  
30 *Package; Chief James Barlow, Board Member Burke moved to approve. Board Member Watson*  
31 *seconded. Request approved 3-0*

32  
33 *Request for Purchase of Goods and Services; Clay Township of Hamilton County, Indiana;*  
34 *(\$35,000.00); Carmel Utilities Reimbursement Agreement; Board Member Burke moved to approve.*  
35 *Board Member Watson seconded. Request approved 3-0*

36  
37 *Request for Interlocal Agreement; Hamilton/Boone County Drug Task Force; Board Member Burke*  
38 *moved to approve. Board Member Watson seconded. Request approved 3-0*

39  
40 *Request for Joint Funding Agreement for Water Resource Investigations; U.S. Department of the*  
41 *Interior/U.S. Geological Survey; Board Member Burke moved to approve. Board Member Watson*  
42 *seconded. Request approved 3-0*

43

44 *Request for Purchase of Goods and Services; Synovia Solutions, LLC; (\$2,043.00 Per Month);*  
45 *Government Municipal Agreement; Board Member Burke moved to approve. Board Member Watson*  
46 *seconded. Request approved 3-0*

47  
48 **REQUEST TO USE CITY STREETS/PROPERTY**

49  
50 *Request to Use/Close City Streets; Carmel High School Homecoming Parade; October 2, 2020; 1:00*  
51 *p.m. – 1:30 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request*  
52 *approved 3-0*

53  
54 *Request to Use/Close City Streets; Lemonade 10000 (Artmobilia); August 29, 2020; 7:00 a.m. – 11:00*  
55 *a.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-*  
56 *0*

57  
58 **OTHER**

59  
60 *Uniform Conflict of Interest Disclosure Statement; Board Member Burke moved to approve. Board*  
61 *Member Watson seconded. Request approved 3-0*

62  
63 *Request for Waiver of BPW Resolution No. 04-28-18-01 and Lane Restriction; 106<sup>th</sup> and College;*  
64 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0*

65  
66 *Request for Road Closure; 55 4<sup>th</sup> Ave SE – Carmel Library; Board Member Burke moved to approve.*  
67 *Board Member Watson seconded. Request approved 3-0*

68  
69 *Request for Lane Restrictions/Open Pavement Cut/Street Closure; Various Locations; Board Member*  
70 *Burke moved to approve. Board Member Watson seconded. Request approved 3-0*

71  
72 *Request for Lane Restriction/Street Cut; 430 1<sup>st</sup> Ave SE; Board Member Burke moved to approve.*  
73 *Board Member Watson seconded. Request approved 3-0*

74  
75 *Request for Open Pavement Cuts/Lane Restrictions; 1260 City Center Drive; Board Member Burke*  
76 *moved to approve. Board Member Watson seconded. Request approved 3-0*

77  
78 *Request for Open Pavement Cut/Lane Restrictions/Street Closure; Veterans Way – From Executive*  
79 *Drive to Monon Green Blvd; Board Member Burke moved to approve. Board Member Watson*  
80 *seconded. Request approved 3-0*

81  
82 *Request for Grant of Perpetual Storm Water Quality Management Easement; Badger Fieldhouse;*  
83 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0*

84  
85 *Request for Stormwater Technical Standards Waiver; Duke Energy Substation – 925 Rohrer Road;*  
86 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0*

87

88 *Request for Stormwater Technical Standards Waiver; Carmel Clay Public Library Expansion; Board*  
89 *Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0*  
90

91 *Request for Consent to Encroach; 211 W. Main Street, Suite 102; Board Member Burke moved to*  
92 *approve. Board Member Watson seconded. Request approved 3-0*  
93

94 *Request for Variance; 211 W. Main Street, Suite 102; Board Member Burke moved to approve. Board*  
95 *Member Watson seconded. Request approved 3-0*  
96

97 *Request for Secondary Plat; Badger Field Subdivision; Board Member Burke moved to approve.*  
98 *Board Member Watson seconded. Request approved 3-0*  
99

100 **ADJOURNMENT**

101 **1.**

102 **2.** *Mayor Brainard adjourned the meeting at 10:12 a.m.*

103 **3.**

104 **4.**

105 **5.**

106 **6.** \_\_\_\_\_  
*Sue Wolfgang – City Clerk*

107 **7.**

108 **8.** *Approved*

109 **9.**

110 **10.**

111 **11.** \_\_\_\_\_  
*Mayor James Brainard*

112 **12.**

113 **13.** ***ATTEST:***

114 **14.**

115 **15.**

116 **16.** \_\_\_\_\_

117 **17.** *Sue Wolfgang – City Clerk*

118

**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 College Avenue Design, LLC d/b/a Sweet Event Planning, 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 43-509.03 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 Five Thousand Dollars (\$5,000.00) (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	<b><u>AND</u></b>	Douglas C. Haney, Corporation Counsel Department of Law One Civic Square Carmel, Indiana 46032
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If to Vendor: College Avenue Design, LLC d/b/a Sweet Event Planning  
8649 N College Ave  
Indianapolis, Indiana 46240  
Attention: Sondra Schweiterman

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

College Avenue Design, LLC d/b/a Sweet Event Planning

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: \_\_\_\_\_

By:

Sandra Schwieterman  
Authorized Signature

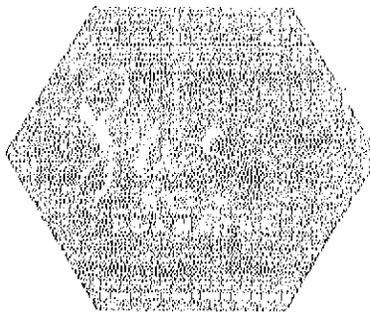
Sandra Schwieterman  
Printed Name

Event Planner  
Title

FID/TIN: 473780127

Last Four of SSN if Sole Proprietor: 3676

Date: 8/19/2020



## EXHIBIT A

Sweet Event Planning –

Sondra Schwieterman

SCOPE OF SERVICES & RATE SCHEDULE FOR PROFESSIONAL SERVICES FOR EVENT PLANNING

### Rate Schedule for 2020

Event Planning Services –

- Veteran's Day Ceremony – November 10th, 2020 \$5,000

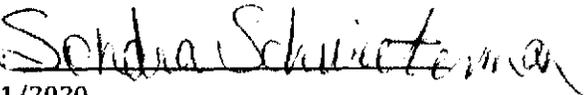
**TOTAL \$5,000.00**

Scope of Services:

1. When requested, developing sponsorships and partnerships for events.
2. Organizing and facilitating the above events for the City of Carmel.
3. Helping with solidifying volunteers and other needs.
4. Helping with any media or promotional needs.
5. Available for any additional needs for events.

Expenses consist of:

- A. Printing materials or costs
- B. Postage
- C. Flyers, brochures, any promotional materials
- D. Operational expenses or computer expenses (internet)
- E. Any other miscellaneous expenses

Signature: 

Date: 7/31/2020

## 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

To whom it may concern,

Sweet Event Planning is a woman owned event planning business with no employees. It is run by a single owner, Sondra Schwieterman.



INTERLOCAL AGREEMENT BETWEEN THE HAMILTON COUNTY SOLID WASTE BOARD AND THE CITY OF CARMEL



WITNESS THAT:

WHEREAS, the Hamilton County Solid Waste Board obtains tax revenues and has an annual budget to carry out the purposes imposed upon the Solid Waste Board by Indiana law; and,

WHEREAS, one of the services partially funded by the Hamilton County Solid Waste Board is the collection of household hazardous waste; and,

WHEREAS, the City of Carmel maintains a facility and services to collect household hazardous waste from citizens of the City of Carmel; and,

WHEREAS, the citizens of the City of Carmel pay taxes and revenues which are used by the Hamilton County Solid Waste Board; and,

WHEREAS, it is just and reasonable for the Hamilton County Solid Waste Board to assist the City of Carmel in providing household hazardous waste collection services to citizens of the City of Carmel.

IT IS THEREBY AGREED by and between the Hamilton County Solid Waste Board and the City of Carmel as follows:

1. The Hamilton County Solid Waste Board agrees to pay to the City of Carmel the amount of \$37,352 to assist the City in providing household hazardous waste collection services to the citizens of the City of Carmel for the calendar year 2021.
2. The above amount shall be paid to the City of Carmel annually.
3. The City of Carmel agrees to use the funds provided by the Hamilton County Solid Waste Board solely for the purposes set out herein.
4. The Solid Waste Board and the City of Carmel, acting by its Board of Public Works and Safety, ratify and approve this Agreement

Dated: 7/27/20

HAMILTON COUNTY SOLID  
WASTE BOARD



Sue Maki



Chris Jensen



Christine Altman



Steven C. Dillinger



Mark Heirbrandt

Brad Beaver

Bruce Kimball

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: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF INDIANA            )  
  )  
COUNTY OF \_\_\_\_\_ )       SS:

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 to be the Members of the City of Carmel Board of Public Works and Safety, and Sue Wolfgang, Clerk of the City of Carmel, who acknowledged the execution of the foregoing "Agreement" on behalf of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

\_\_\_\_\_  
Printed Name

My County of Residence: \_\_\_\_\_

Date: \_\_\_\_\_

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

THIS AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") entered into by and between the City of Carmel and TargetSolutions Learning, LLC (the "Professional"), as City Contract dated July 5, 2018 shall amend the terms of the Agreement by adding the additional services to be provided by Professional consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

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

TargetSolutions Learning, LLC

By:

By:

\_\_\_\_\_  
James Brainard, Presiding Officer

*Brandi Howe*

Date: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Brandi Howe

\_\_\_\_\_  
Mary Ann Burke, Member

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Director of Account Management

\_\_\_\_\_  
Title

\_\_\_\_\_  
Lori S. Watson, Member

FID/TIN: 26-3827779

Date: \_\_\_\_\_

Last Four of SSN if Sole Proprietor: \_\_\_\_\_

ATTEST:

Date: 8/21/2020

\_\_\_\_\_  
Sue Wolfgang, Clerk

Date: \_\_\_\_\_



Quote ID  
Q-71443

Valid Until  
Thursday, September 17, 2020

Contact Name  
Rachel Seymour

### TargetSolutions Learning, LLC Agreement/Schedule A

Date: Wednesday, August 19, 2020

#### Client Information

<b>Client Name:</b> Carmel Fire Department (IN)	
<b>Address:</b> 2 Civic Square Carmel, IN 46032	
<b>Primary Contact Name:</b> Sean Sutton	<b>Primary Contact Phone:</b> 317-571-2675

#### Agreement Term

<b>Effective Date:</b> 10/30/2020	<b>Initial Term:</b> 12 months
--------------------------------------	-----------------------------------

#### Invoicing Contact Information (Please fill in missing information)

<b>Billing Contact Name:</b> Denise Snyder			
<b>Billing Address:</b> 2 Civic Square Carmel, Indiana 46032		<b>Billing Phone:</b>	
<b>Billing Email:</b> dsnyder@carmel.in.gov	<b>PO#:</b>	<b>Billing Frequency:</b> Annual	<b>Payment Terms:</b> Net 30

#### Fees

Product	Description	Qty	Price	Sub Total
TargetSolutions Scheduling	With TargetSolutions Scheduling, you can coordinate schedules, oversee employee hours, manage overtime, simplify communication and much more.	180	\$71.00	\$12,780.00
TargetSolutions Check It - Fire/EMS Vehicles	Technology for managing routine truck, equipment, and inventory inspections	61	\$122.00	\$7,442.00
TargetSolutions Check It - Fire/EMS Stations		6	\$204.00	\$1,224.00

**Grand Total: \$21,446.00**

Please note this is not an invoice. An invoice will be sent within fourteen (14) business days.

**EXHIBIT  
A (1 of 4)**

## Client Agreement

This Target Solutions Client Agreement (the "Agreement"), effective as of the date noted in the attached Schedule A (the "Effective Date"), is by and between TargetSolutions Learning, LLC, d/b/a Vector Solutions ("TargetSolutions"), a Delaware limited liability company, powered by CrewSense, LLC ("CrewSense") and Halligan, Inc. ("Halligan") (collectively referred to herein as "TSL") and the undersigned client ("Client"), and governs the purchase and ongoing use of the services described in this Agreement (the "Services").

### **1. Services.** TSL shall provide the following services:

- 1.1. **Access and Use.** TSL will provide Client a non-exclusive, non-transferable, revocable, limited license to remotely access and use the software as a service ("Services") hereunder and, unless prohibited by law, will provide access to any person designated by Client ("Users").
- 1.2. **Availability.** TSL shall use commercially reasonable efforts to provide access to and use of the Services by Client's Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages and other outages beyond TSL's control.
- 1.3. **Help Desk.** TSL will assist Users as needed on issues relating to usage via Help Desk five (5) days per week at scheduled hours.
- 1.4. **Upgrades and Updates.** TSL may update or upgrade the Services at any time at its discretion. Without paying additional compensation, Client will receive access to any general upgrades and updates to the Services licensed from TSL, which upgrades and/or updates TSL makes generally available to its other clients. All updates and upgrades to the Services are subject to the terms and conditions of this Agreement.

### **2. Client's Obligations.**

- 2.1. **Compliance.** Client shall be responsible for Users' compliance with this Agreement and use commercially reasonable efforts to prevent unauthorized access to or use of the Services.
- 2.2. **Identify Users.** Client shall (i) provide a listing of its designated/enrolled Users; (ii) cause each of its Users to complete a profile; (iii) maintain user database by adding and removing Users as appropriate; and (iv) when purchasing asset inventory management Services, identify stations, vehicles, drug safes, and other service specific details, as may be applicable.
- 2.3. **Future Functionality.** Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any public comments regarding future functionality or features.
- 2.4. **Additional Service Specific Client Obligations.** The following subsections 2.4 (a) and 2.4 (b) apply only if Client is purchasing "Vector Solutions Incident Tracking Service":

(a) Client acknowledges that all notifications it receives from Vector Solutions Incident Tracking Service may contain sensitive personal information and client shall ensure that such information is secured from transmissions and/or disclosure to unauthorized recipients. Client understands that TSL does not control or own the data contained in the notifications. Client agrees that it will be solely responsible for establishing a security system to prevent the transmission and/or disclosure of such information to unauthorized recipient(s). In the event such information is disclosed to an unauthorized recipient(s), Client bears the burden and expense of notifying any individual whose sensitive personal information may have been disclosed to the extent required by law. Client further agrees to handle the data in compliance with any applicable federal, state, or local laws or regulations, and that it will monitor employees using the Incident Tracking Service.

(b) Client represents and warrants that it is not a health care provider, health plan, or health care clearinghouse (collectively, a "covered entity") as those terms are defined under the federal Health Information Portability and Accountability Act ("HIPAA"). Client further represents and warrants that it is not a business associate as that term is defined under HIPAA. Client further agrees to indemnify and hold TSL and its officers, members, agents and employees harmless from any and all claims and demands (including reasonable attorneys' fees associated with the same) made by Client and/or any third party due to or arising out of any claim that TSL is a covered entity or business associate, due to Client's use of the Incident Tracking Service.

### **3. Fees and Payments.**

- 3.1. **Fees.** Client will pay for the Services in accordance with the fee schedule in Schedule A attached to this Agreement. Fees listed in Schedule A shall be increased by 3% per year both during the term of this Agreement, as well as for any renewal terms. License fees do not include any shipping, duties, bank fees, sales, use, excise or similar taxes due. If TSL is required to pay any such amounts, Client shall reimburse TSL in full.
- 3.2. **Payments.** All fees due under this Agreement must be paid in United States dollars or Canadian Dollars, as applicable to Client's location. Such charges will be made in advance, according to the frequency stated in Schedule A. TSL will invoice in advance, and such invoices are due net thirty (30) days from the invoice date. All fees collected under this Agreement are fully earned when due and nonrefundable when paid.
- 3.3. **Suspension of Service for Overdue Payments.** Any fees unpaid for more than ten (10) days past the due date shall bear interest at 1.5% per month. With fifteen (15) days prior written notice, TSL shall have the right, in addition to all other rights and remedies to which TSL may be entitled, to suspend Client's Users' access to the Services until all overdue payments are paid in full.

### **4. Intellectual Property Rights.**

- 4.1. Client acknowledges that TSL alone (and its licensors, where applicable) shall own all rights, title and interest in and to TSL's software, website or technology, the course content, translations, compilations, partial copies, modifications, and updates, and the Services provided by TSL, as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client, and this Agreement does not convey to Client any rights of ownership to the same. The TSL name and logo are trademarks of TSL, and no right or license is granted to Client to use them.
- 4.2. Client recognizes that TSL regards the software it has developed to deliver the Services as its proprietary information and as confidential trade secrets of great value. Client agrees not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than Authorized Users of Client without the prior written consent of TSL. Client further agrees to treat the Services with at least the same degree of care with which Client treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services.

**EXHIBIT  
A (2 of 4)**

4.3. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (i) copy the course content in whole or in part; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content or Services in whole or in part; (iii) embed the course content into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of TSL or any of its third party suppliers; or (v) reverse engineer, decompile, disassemble, or access the source code of any TSL software.

4.4. If Client chooses to participate by uploading its information to its shared resource sections of TSL's website, Client hereby authorizes TSL to share any intellectual property owned by Client ("User Generated Content") that its Users upload to the shared resources section of TSL's website with TSL's third-party customers and users that are unrelated to Client ("Other TSL Customers"); provided that TSL must provide notice to Client's users during the upload process that such User Generated Content will be shared with such Other TSL Customers.

## 5. Term and Notice.

5.1. Term. The term of this Agreement shall commence on the Effective Date and will remain in full force and effect for the term indicated in Schedule A ("Term"). Upon expiration of the Initial Term, this agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term"), unless notice is given by either party of its intent to terminate the Agreement, at least sixty (60) days prior to the scheduled termination date. Upon expiration of the Initial or any Renewal Term, access to the Services may remain active for thirty (30) days solely for purpose of Company's record keeping (the "Expiration Period"). Any access to or usage of the Services following the Expiration Period shall be deemed Client's renewal of the Agreement under the same terms and conditions.

5.2. Notice. All required notices hereunder by either party shall be given by personal delivery (including reputable courier service), fees prepaid, or by sending such notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth on the last page of this Agreement. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Either party, by written notice to the other as above described, may alter the address for receipt by it of written notices hereunder.

## 6. Mutual Warranties and Disclaimer.

6.1. Mutual Representations & Warranties. Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES IS WITH CLIENT. TSL DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

6.3. WORKPLACE SAFETY IS YOUR RESPONSIBILITY. THAT DUTY CANNOT BE DELEGATED AND TSL ACCEPTS NO DELEGATION OF THAT DUTY. TSL WILL ASSIST YOU BY PROVIDING SPECIFIC SERVICES FOR WHICH YOU HAVE CONTRACTED.

## 7. Miscellaneous.

7.1. Limitation on Liability. Except as it relates to claims related to Section 4 or Section 7.2 of this Agreement, (a) in no event shall either party be liable to the other, whether in contract, warranty, tort (including negligence) or otherwise, for special, incidental, indirect or consequential damages (including lost profits) arising out of or in connection with this Agreement; and (b) the total liability of either party for any and all damages, including, without limitation, direct damages, shall not exceed the amount of the total fees due to, or already paid to, TSL for the preceding twelve (12) months.

7.1.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL TSL BE LIABLE TO CLIENT OR TO ANY OF CLIENT'S OFFICERS, DIRECTORS, MEMBERS, MANAGERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, OR REPRESENTATIVES; OR TO ANY THIRD PARTY FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES. CLIENT, ITS OFFICERS, DIRECTORS, MEMBERS, MANAGERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AT THEIR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO CLIENT, THE ABOVE LIMITATIONS AND EXCLUSIONS MIGHT NOT APPLY TO CLIENT.

7.2. Indemnification.

7.2.1 Indemnification by TSL. TSL shall indemnify and hold Client harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that the Services or any component thereof infringes or violates any intellectual property right of any person.

7.2.2 Indemnification by Client. To the extent permitted by applicable law, Client shall indemnify and hold TSL harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third party claim that any document, course, or intellectual property owned by Client or uploaded to the LMS by Client infringes or violates any intellectual property right of any person.

7.3. Assignment. Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, TSL may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

7.4 Force Majeure. TSL shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any act not within its control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws or regulations.

7.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the parties.

7.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

7.7. Export Regulations. All Content and Services and technical data delivered under this agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. You agree to comply strictly with all such laws and regulations and acknowledge that you have the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery to you.

7.8. Purchase Orders. Client may issue a purchase order for its convenience only, it being agreed by the Parties that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document issued by Client that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from the purchase order, unless both Parties expressly agree in writing to the particular conflicting term or condition, in which event the agreed term or condition will apply only with respect to that particular purchase order.

7.9. Entire Agreement. This Agreement and its exhibits represent the entire understanding and agreement between TSL and Client, and supersedes all other negotiations, proposals, understandings and representations (written or oral) made by and between TSL and Client.

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

TargetSolutions Learning, LLC  
4890 W. Kennedy Blvd., Suite 300  
Tampa, FL 33609

Carmel Fire Department (IN)  
2 Civic Square  
Carmel, IN 46032

By: Brandi Howe

By: \_\_\_\_\_

Printed Name: Brandi Howe

Printed Name: \_\_\_\_\_

Title: Director of Account Management

Title: \_\_\_\_\_

Date: 8/21/2020

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

Page 1 of 1

PURCHASE ORDER NUMBER

**104215**

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
8/19/2020			362274	Target Solutions Scheduling/Check It Programs

<b>TARGETSOLUTIONS LEARNING, LLC</b>	<b>Fire Department</b>
<b>VENDOR PO BOX 122071</b>	<b>SHIP TO 2 Civic Square</b>
<b>DEPT 2071</b>	<b>Carmel, IN 46032-</b>
<b>DALLAS, TX 75312--2071</b>	

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
49170				

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

Department: 1120 Fund: 102 Ambulance Capital Fund

Account: 44-632.02

6 Each	TargetSolutions Check It Fire/EMS Stations	\$204.00	\$1,224.00
61 Each	TargetSolutions Check It Fire/EMS Vehicles	\$122.00	\$7,442.00
180 Each	TargetSolutions Scheduling	\$71.00	\$12,780.00
	Sub Total		\$21,446.00

Send Invoice To:

**Fire Department**

**2 Civic Square**

**Carmel, IN 46032-**

**PLEASE INVOICE IN DUPLICATE**

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

**SHIPPING INSTRUCTIONS**

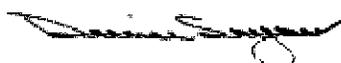
- \*SHIP PREPAID.
- \*C.O.D. SHIPMENT CANNOT BE ACCEPTED.
- \*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL
- \*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945 AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

**PAYMENT**

**\$21,446.00**

\* 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



Denise Snyder

Accreditation/Budget Administrator



TITLE

CLERK-TREASURER

CONTROL NO. **104215**

**RESOLUTION NO. BPW 09-02-20-02**

**RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY  
ACKNOWLEDGING AGREEMENT BETWEEN CITY AND VENDOR**

WHEREAS, pursuant to Indiana Code 36-1-4-7, the City of Carmel, Indiana ("City"), is authorized to enter into contracts; and

WHEREAS, pursuant to Indiana Code 36-4-5-3, the City's mayor may enter into contracts on behalf of the City; and

WHEREAS, pursuant to his authority under Indiana law, the City's mayor, the Honorable James C. Brainard, has caused to be signed the Agreement attached hereto as Exhibit A (the "Contract"); and

WHEREAS, Mayor Brainard now wishes to present the contract to the City's Board of Public Works and Safety for it to be publicly acknowledged, filed in the Clerk's Office, and made available to the public for review.

**NOW, THEREFORE, BE IT RESOLVED** by the City of Carmel Board of Public Works and Safety as follows:

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

2. The receipt of the Contract is hereby acknowledged.

3. The Contract shall be promptly filed in the office of the Clerk and thereafter made available to the public for review.

SO RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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: \_\_\_\_\_



May 26, 2020

**The Honorable James Brainard**  
Mayor  
City of Carmel  
One Civic Square  
Carmel, IN 46032

**Re: Proposal for the Preparation of Claims for Fuel Tax Refund**

**Dear Mayor Brainard:**

***Section 1: Introduction***

The purpose of this letter is to provide the City of Carmel with a formal proposal outlining how Malinowski Consulting, Inc. can be of assistance in the area of providing technical expertise in the preparation of Claims for Fuel Tax Refunds.

***Section 2: Background***

The City of Carmel purchases gasoline and diesel fuel for on and off-highway vehicles and equipment as part of the City's overall mission to serve its Citizens. When purchasing these fuels the City is required to pay Indiana Fuel and Surcharge Taxes. The Indiana Department of Revenue (IN-DOR) Special Tax Division provides an avenue to the City to receive a refund on the Fuel and Surcharge Taxes. Claiming for the tax refund is accomplished by submitting Form REF-1000 to IN-DOR.

***Section 3: Objectives***

The objectives are to:

- Provide all necessary documentation to IN-DOR program administrators to clearly document related eligible taxes for refund.
- Make the process of preparing the Fuel Tax Refund as easy as possible on City employees.

***Section 4: Scope***

To achieve the objectives of this service, Malinowski Consulting will address all aspects of the Fuel Tax Refund between the City of Carmel and the State of Indiana. This will include the following:

- **Data Collection:** Malinowski Consulting will perform all data collection activities. City staff will provide direction as to where the information can be obtained.
- **Presentation to City Officials:** After the compilation of Form REF-1000, Malinowski Consulting will meet with the appropriate City Officials (Mayor, Controller, etc.) to review the results of the analysis, focusing on the refund to the City.
- **Delivery and Negotiation with State Officials:** All delivery, presentations and negotiations with the IN-DOR are included in this service.
- **Audit Defense to State Auditors:** In the event that State auditors have questions regarding how the claims for refund were prepared, Malinowski Consulting is ready to stand completely behind the plan results.

## CARMEL, INDIANA – PROPOSAL FOR THE PREPARATION OF CLAIMS FOR FUEL TAX REFUND

### ***Section 5: Approach***

The following approach to this assignment will include these steps:

- Secure an executed IN-DOR Power of Attorney (POA-1) from the City.
- Identify eligible City vehicles and equipment for claiming refunds.
- Gather and review the appropriate detailed fueling reports from City departments and/or the fuel vendor that will stand-up to audit tests from IN-DOR.
- Compile all data collected from various City departments into an electronic format that will generate the appropriate report that meets IN-DOR guidelines.
- Review the Refund Claim Forms with City staff to foster an understanding of the submitted document.
- Deliver the Refund Claim Forms and supporting documentation to the IN-DOR, Special Tax Division.
- Monitor the approval and payment process by the IN-DOR.
- Respond quickly to questions posed the IN-DOR, and the Indiana State Board of Accounts.

### ***Section 6: Timing***

- Claim Preparation: Malcon will prepare and submit the current quarter Claim for Fuel Tax Refund Form within 60 days of the end of each quarter in which it will be claimed.
- A single Claim for Fuel Tax Refund, Form REF-1000, will be prepared by Malcon and submitted to the IN-DOR. The following City Departments will be have their refunds computed within separate workbooks to determine the appropriate amount of refund to be deposited into each City Fund:
  - Fire
  - Street
  - Utilities
- Claiming Period: June 1, 2019 - June 30, 2022

### ***Section 7: Staffing***

Malinowski Consulting will utilize the expertise of our Indiana based consulting staff.

- Charles Malinowski, President
- Barbara Malinowski, Operations Manager
- Daniel Vaughn, Senior Consultant
- Matthew Lowery, Consultant

### ***Section 8: Qualifications***

The following are key qualifications that make Malcon uniquely suited for this assignment:

- Over **12 Indiana Counties and Cities** - Preparation of the Fuel Tax Claims for Refund for the years 2017 through current.
- Over **20 Indiana Counties** - Preparation of County-Wide Cost Allocation Plans for the years 2005 through current.
- Over **50 Indiana Counties** - Preparation of Title IV-D Monthly Expenditure Reimbursement claims for the years 2004 through current.
- Over **18 Indiana Counties, Cities/Towns/Townships, Fire Territories** - Preparation of the annual Medicaid Ambulance Cost Report for the years 2011 through current.

**CARMEL, INDIANA – PROPOSAL FOR THE PREPARATION OF CLAIMS FOR FUEL TAX REFUND**

Malinowski Consulting is an Indiana Corporation serving Indiana since 2004 with a consulting staff that is based exclusively within Indiana.

***Section 9: Fees and Expenses***

Malcon's proposed fee shall be computed as follows:

- This fee is **contingent** upon the actual recovery of the refund from the State of Indiana.
- City of Carmel and Malinowski Consulting, Inc. shall share equally in the recoveries for each quarter reported.
- An invoice will be issued when the City receives payment from IN-DOR.
- This fee is inclusive of all services performed related to this project including:
  - Data Collection
  - Report Presentation to City Officials
  - Delivery and Audit Defense with the Indiana Department of Revenue-Special Tax Division

***Section 10: Closing***

It has been a privilege to submit this proposal to the City of Carmel to provide for the preparation of the Claims for Fuel Tax Refund. The comprehensive approach outlined above will optimize recoveries from the State, meet and exceed filing guidelines and substantially enhance the reliability and defense of the Claims.

If this proposal meets with your approval, please have the appropriate City official perform the following:

- Sign in the Acceptance Section (Page 4).
- Complete Form POA-1.
- And return a signed copy of the Acceptance and POA-1.

Respectfully submitted,



Charles F. Malinowski  
President

CARMEL, INDIANA – PROPOSAL FOR THE PREPARATION OF CLAIMS FOR FUEL TAX REFUND

ACCEPTANCE

This agreement between the **City of Carmel, Indiana** and **Malinowski Consulting, Inc.** to provide the preparation of the City's Claims for Fuel Tax Refund.

**Proposed fee:**

- This fee is **contingent** upon the actual recovery of the refund from the State of Indiana.
- City of Carmel and Malinowski Consulting, Inc. shall share equally in the recoveries for each quarter reported
- An invoice will be issued when the City receives payment from IN-DOR.
- This fee is inclusive of all services performed related to this project including:
  - Data Collection
  - Report Presentation to City Officials
  - Delivery and Audit Defense with the Indiana Department of Revenue-Special Tax Division

**Claiming Period:**

- June 1, 2019 - June 30, 2022.

**Timing:**

- Claim Preparation: Malcon will prepare and submit the current quarter Claim for Fuel Tax Refund Form within 60 days of the end of each quarter in which it will be claimed.
- A single Claim for Fuel Tax Refund, Form REF-1000, will be prepared by Malcon and submitted to the IN-DOR. The following City Departments will have their refunds computed within separate workbooks to determine the appropriate amount of refund to deposited into each City Fund:
  - Fire
  - Street
  - Utilities
- This agreement shall be in effect from the date of signature, entered below, until either party wishes to change the scope of the services or the professional fee. Either party may terminate the agreement with a sixty-day (60) written notice.

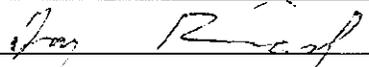
**Power of Attorney:** Malcon would ask that the City execute IN-DOR Form POA-1 to expedite the review and response process with IN-DOR.

The following signatures will be considered as evidence of the acceptance of the above-described terms.

**Acceptance by the City of Carmel, Indiana**

By: James Brainard

Title: Mayor

Name: 

Date of Signature: August 25, 2020

**For Malinowski Consulting, Inc.**



By: Name: Charles F. Malinowski  
Title: President



**Indiana Department of Revenue**  
**POWER OF ATTORNEY**

**1. Taxpayer Information**

*Taxpayer(s) Name(s) City of Carmel / Office of the Mayor		DBA Name(s) (if applicable)	
Address <input type="checkbox"/> New Address? One Civic Square			
City Carmel	State IN	Zip Code 46032	
Telephone Number 317-571-2401			

**2. Identification Numbers**

*Indiana Taxpayer Identification Number (10 digits)	or	Employer Identification Number
3 5 - 6 0 0 0 9 7 2		
Social Security Number		Spouse's Social Security Number

Hereby appoint(s) the following:

**3. Representative Information**

*Individual Representative Name			Additional Individual Representative Name		
Address			Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number	Email		Telephone Number	Email	
Additional Individual Representative Name			Additional Individual Representative Name		
Address			Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number	Email		Telephone Number	Email	

**4. Firm/Vendor Information**

Firm/Vendor Name (*if applicable) Malinowski Consulting, Inc. / MALCON		
Address 755 W. Carmel Drive, Ste 203		
City Carmel	State IN	Zip Code 46032
Telephone Number 317-818-1876	Email claims@malconindiana.com	

If firm or vendor, list representative(s) name, telephone number and email.

Representative(s) Name	Telephone Number	Email
Charles F. Malinowski, President	317-730-3187	charles@malconindiana.com
Matthew S. Lowery, Consultant	317-775-8419	matthew@malconindiana.com

**5. General Authorization**

I authorize the listed representative(s), in addition to anything otherwise authorized on this form, to represent me regarding any matters with the Indiana Department of Revenue regardless of tax years or income periods. I understand that this authority will expire 5 years from the date this POA is signed or a written and signed notice is filed revoking this authorization.

**6. Tax Type(s)** (Not applicable if box is checked in question 5 above)

<b>*Type of Tax</b> (Income, Withholding, Sales, etc.)	<b>*Year(s)/Period(s)</b> <input type="checkbox"/> Current Year <input checked="" type="checkbox"/> Specify
<u>Fuel Surtax &amp; Fuel Excise Tax Refunds</u>	<u>June 2019 - June 2022</u>
_____	_____
_____	_____

I acknowledge that the designated representative has the authority to receive confidential information and full power to perform on behalf of the taxpayer in tax matters related to this Power of Attorney. This authority does not include the power to receive refund checks.

I acknowledge that actions taken by the designated representative are binding, even if the representative is not an attorney. Proceedings cannot later be declared legally defective because the representative was not an attorney.

If I am a corporate officer, partner, or fiduciary acting on behalf of the taxpayer, I certify that I have authority to execute this Power of Attorney on behalf of the taxpayer.

**7. Authorizing Signature**

*Signature <u></u>	*Date <u>August 25, 2020</u>
*Printed Name <u>James Brainard</u>	Title <u>Mayor</u>
*Telephone Number <u>317-571-2401</u>	Email <u>jbrainard@carmel.in.gov</u>

**\*Required fields - if not complete, this form will be returned to sender.**

## Instructions for Indiana Form POA-1

Casual conversations with a taxpayer's representative who does not have a Power of Attorney on file are permitted. However, the Indiana Department of Revenue will not disclose tax return information or taxpayer-specific information to the representative unless a properly executed Power of Attorney has been filed with the department. In lieu of a Power of Attorney, you can authorize the department to discuss your tax return information with someone else by filling out the Personal Representative Portion on your individual tax return.

Pursuant to 45 IAC 15-3-4, a properly executed Power of Attorney must contain the following information:

1. The taxpayer's name, DBA name (if applicable), address (Please check the box if this is a new address), and telephone number.
2. The Indiana taxpayer's identification (10-digit TID) number. The department assigns TID numbers, and each entity has its own TID number. The Internal Revenue Service provides the employer identification number (EIN). Individual taxpayers should use their Social Security numbers unless they have been issued a TID number.
3. The name, address, and telephone number of your individual representative(s). Only individuals can be named as representatives. If you want to add one individual representative, enter one in the spaces provided. If you want to add more representatives, enter them in the spaces provided.
4. If your representative works for a consulting firm or vendor, enter the company's name, address, telephone number, and email address. Enter the individual name of your representative(s). Only individuals can be named as representatives. If you want to add more than four individual representatives for a firm or vendor, enter them in the spaces provided.
5. Check this box if you want to authorize your representative to represent you regarding all tax matters, regardless of the tax year or income period involved.
6. The Power of Attorney form can contain the specific type of tax, or the option ALL. By choosing the option ALL, you will be allowed access to ALL tax types appropriate to the taxpayer. The tax years must be specific.
7. The taxpayer's signature or the signature of an individual authorized to execute the Power of Attorney on the taxpayer's behalf.

**NOTE:** Include as an enclosure any restrictions or limitations the taxpayer has placed on the representative while acting as the taxpayer's representative.

After the taxpayer executes a Power of Attorney, the department will communicate primarily with the taxpayer's representative.

**The department accepts faxed copies of original Power of Attorney forms.** If a copy is provided, the person forwarding the copy certifies, under penalties for perjury, that the copy is a true, accurate, and complete copy of the original document.

**Do not send POA-1 via email. This is not a secure means of transmittal.**

The department will not accept a Power of Attorney form that has been altered unless it has the initials of the taxpayer (or an individual authorized to execute the Power of Attorney on the taxpayer's behalf) beside the alteration(s).

This Power of Attorney is effective for 5 years from the date the form is signed. After the expiration of 5 years, a new Power of Attorney form must be completed if the taxpayer wishes to permit the department to communicate with the taxpayer's representative.

This Power of Attorney can be revoked prior to expiration only by written and signed notice. A subsequent Power of Attorney alone will NOT revoke a prior Power of Attorney.

\*Required fields – if not complete, this form will be returned to sender.

Submit the form using these methods:

- Fax: (317) 615-2605
- Mail: Indiana Department of Revenue  
PO Box 7230  
Indianapolis, IN 46207-7230

# OTIS

Made to move you

**APPROVED**

By Jon Oberlander at 1:16 pm, Aug 27, 2020

OTIS SERVICE

**DATE:** 07/13/2020

**TO:**  
Brookshire Golf  
12120 Brookshire Pkwy  
Carmel, IN 46033

**FROM:**  
Otis Elevator Company  
6010 Corporate Way  
Indianapolis, IN 46278

**EQUIPMENT LOCATION:**  
BROOKSHIRE GOLF CLUB  
12120 Brookshire Pkwy  
Carmel, IN 46033

Meghan Ceseato  
Phone: (317) 347-2022  
Fax: (860) 353-4455

**PROPOSAL NUMBER:** APJ465

## EQUIPMENT DESCRIPTION:

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
1	HYDRAULIC	OTIS ELEVATOR COMPANY	ONLY ELV *OAD*	649553

## OTIS SERVICE

We propose to furnish Otis Service on the equipment ("Units") described above. Otis Service is preventive maintenance service designed to extend equipment life.

## OTIS MAINTENANCE MANAGEMENT SYSTEM<sup>SM</sup>

We will use the Otis Maintenance Management System preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS standard work processes developed and continuously improved by Otis.

*Under this Contract, we will service the Units on the following terms and conditions:*

## PERFORMANCE

### MAINTENANCE

We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, and minor adjustment of the following parts:

- Controllers, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, brushes, brush holders, and bearings.

- Governors, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.

In addition, if conditions or usage warrant, we will repair or replace the following parts:

- Motor brushes, operating-switch and relay components, plug-in relays, special lamps for car and hall fixtures, special lamps for emergency car lighting, and fuses (except main line disconnect).

This Contract includes emergency minor adjustment callback services during our regular working hours.

**EXCLUSIONS**

Services, repairs and/or parts not listed above are specifically excluded. This Contract does not cover inspection, lubrication, adjustment or cleaning that requires disassembly. If you later request any of these services, you agree to pay extra at our regular billing rates.

**RELIABILITY**

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**PARTS COVERAGE**

If necessary, due to normal usage and wear, Otis will repair or replace any of the parts specified above at their sole discretion, unless specifically excluded elsewhere in the contract. Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

**QUALITY CONTROL**

We will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

**RESPONSIVENESS**

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**24-HOUR DISPATCHING**

We will, at your request, provide you with access to eService and our OTISLINE<sup>®</sup> 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on eService or thru an OTISLINE customer service representative, who will, at your request, dispatch an examiner to perform emergency minor adjustment callback service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as a Callback. It is your responsibility to have a representative available to receive and respond to OTISLINE calls; and (b) maintain working telephone equipment.

**COMMUNICATION**

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**CUSTOMER REPRESENTATIVE**

An Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of code authorities, proper use and care of the Units, and the OMMS program.

**REPORTS – eSERVICE**

We will use the OMMS program to record completion of maintenance procedures. We will, at your request, provide you access to eService. You will be able to access twelve (12) months of repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use eService.

## SAFETY AND ENVIRONMENT

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### SAFETY TESTS – HYDRAULIC ELEVATORS

We will conduct an annual no load test and annual pressure relief valve test.

### FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service on an Open Order basis. You will be responsible for the costs associated with such testing and service.

### SAFETY TRAINING

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

### ENVIRONMENTAL PROTECTION

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

### MAINLINE DISCONNECTS

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

### SHARED RESPONSIBILITY

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, and debris. You agree to provide a safe work place for our personnel, and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at [www.otis.com](http://www.otis.com) by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate

these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.

**WORK SCHEDULE**

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**NORMAL HOURS**

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a Callback is a response by Otis to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative; (c) by emergency personnel; (d) through the ADA phone line, and/or (e) through REM\* monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM -- 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

**OVERTIME**

Callbacks outside of regular working hours will be billed at standard overtime rates.

**OWNERSHIP AND LICENSES**

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**WIRING DIAGRAMS**

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

**OTIS SERVICE EQUIPMENT**

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

**OTIS SOFTWARE**

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

**NON-OTIS SOFTWARE**

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

**SERVICE TOOLS**

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

**THE UNITS**

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

**CLARIFICATIONS**

We will not be required: (i) to make any tests other than that as specifically set forth herein, (ii) to make any replacements with parts of a different design or type, (iii) to make any changes in the existing design of the Units, (iv) to alter, update, modernize or install new attachments to any Units, whether or not recommended or directed by insurance companies or by governmental authorities, (v) to make repairs or replacements necessitated by failures detected during or due to testing of escalators or buried or unexposed hydraulic cylinders or piping; (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including parts for which the original design is no longer manufactured by the original equipment manufacturers, or parts where the original item has been replaced by an item of different design or is replaceable only by fabrication; (vii) to provide reconditioned or used parts. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units.

Should you require us to interface with a third party work order, insurance or safety systems, Otis will add an appropriate fee to cover the additional cost associated with this service.

We will not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, labor disputes, strikes, lockouts, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, commercial unavailability of parts, vandalism, misuse, abuse, mischief, or acts of God.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract without penalty by providing thirty (30) days written notice. Should you require us to interface with a third party work order, insurance or safety systems, Otis will add an appropriate fee to cover the additional cost associated with this service.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will we be liable for any indirect, special or consequential damages of any kind including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financing costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

**ALTERATIONS**

You will not allow others to make alterations, additions, adjustments, or repairs to the equipment.

**SPECIAL PROVISIONS**

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

**PREFERRED BILLING RATES**

Otis will use the following billing rates for all service calls which fall outside of the scope of this agreement. These rates are subject to the price adjustment as outlined in this agreement.

<b>Mechanic Rate</b>	<b>\$225/hr</b>
<b>1.7 Rate</b>	<b>\$382.50/hr</b>
<b>Overtime Rate</b>	<b>\$450/hr</b>

\*Denotes any time outside of the regular working hours of the elevator trade

\*\*Denotes any time on Sundays and Holidays

**CONTRACT PRICE AND TERM**

**CONTRACT PRICE**

**One hundred ninety dollars (\$ 190.00 ) per month, payable Annually.**

All pricing is plus any applicable sales taxes unless supplied with tax exemption certificates.

**TERM**

The Commencement Date will be 09/10/2020.

The Term of this Contract unless modified under the extended term below, will be for five (5) years beginning on the Commencement Date. The Contract will automatically be renewed on the fifth anniversary for an additional five (5) years unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the current five (5) year term. Thereafter, the Contract will automatically be renewed on each fifth anniversary for an additional five (5) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current five (5) year term.

**PRICE ADJUSTMENT**

**One hundred ninety dollars (\$ 190.00)** of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the IUEC contract on **01/01/2020** which was **92.369**. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

The Contract Price will be adjusted annually on the commencement date by the percentage increase or decrease in the straight time hourly labor cost under the IUEC contract then in effect. The term "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is maintained. In addition, we may adjust the Contract Price as a result of any substantial changes in service expenses, including but not limited to expenses in connection with fuel, waste disposal, environmental requirements, cost of materials, changes to government regulations or other administrative costs.

In the event that you sell the building or your interest is terminated prior to the expiration of the Contract, you agree to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this agreement. If the new owner or successor fails to assume your obligations under the Contract, then you agree to pay to Otis all sums due for the unexpired Term.

**PAYMENTS**

Payments will be made on a Annually basis, due on or before the last day of the month prior to the billing period, beginning on the Commencement Date.

The method of payment will be electronic direct debit. To enable us to process direct debit payments, you agree to provide a copy of a voided check from your business bank account.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

**ACCEPTANCE**

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis.

**THIS QUOTATION** is valid for ninety (90) days from the proposal date.

Submitted by: Meghan Cascato  
 Title: Service Account Manager  
 E-mail: meghan.cascato@otis.com

Accepted in Duplicate

**CUSTOMER**

Approved by Authorized Representative

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: - \_\_\_\_\_

Title - \_\_\_\_\_

E-mail: \_\_\_\_\_

Name of Company - \_\_\_\_\_

**Otis Elevator Company**

Approved by Authorized Representative

Date: 8-27-20

Signed: Adam Sisson

Print Name: ~~Mark McClary~~ Adam Sisson

Title ~~Branch Sales Manager~~ General Manager

Principal, Owner or Authorized Representative of Principal or Owner

Agent: \_\_\_\_\_  
 (Name of Principal or Owner)

**BILL TO INFORMATION**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

**ACCOUNTS PAYABLE CONTACT**

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

**TAX STATUS**

Are you tax exempt?    Yes    No

If yes, please provide tax exempt certificate

Do you require a Purchase Order be listed on your invoices?    Yes    No

If yes, please provide contact info for PO renewal:

Name: \_\_\_\_\_

Fax: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Would you like Otis to automatically debit your bank account for your maintenance invoices?    Yes    No

If yes, please provide blank check for bank routing and account information.

**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.

**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 A, 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.

**DEBARMENT AND SUSPENSION**

xx.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.

xx.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.

**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.

EXHIBIT A

AFFIDAVIT

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

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

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 28<sup>th</sup> day of July, 2020.

Adam Sisson  
Printed: Adam Sisson

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

Susan Ann Book  
Printed: Susan Ann Book



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

TO: Jeremy Kashman  
City Engineer  
City of Carmel  
One Civic Square  
Carmel, IN 46032

CONTRACT CHANGE ORDER NO.: 5  
DATE: 8/4/2020  
PROJECT NAME: Gray Road 16-ENG-16.54.55  
CITY REQ. NO.: \_\_\_\_\_  
CITY PO NO.: \_\_\_\_\_  
CITY PO DATE: \_\_\_\_\_

- I. You are directed to make the following changes in this Contract:
1. Installation of a light pole foundation at 4<sup>th</sup> Street and Rang Line Road. This increase the contract amount by \$34,012.00.
  2. Unused quantities from the original contract work due to a scope reduction amounts to a credit of \$70,320.58 to Carmel.
  3. Addition of landscape elements at the 106<sup>th</sup> & Ditch Roundabout. This increase the contract amount by \$231,107.

SCHEDULED ADJUSTMENT  
(+) OR (-) DAYS

- II. The following referenced Documents further describe the changes outlined in Paragraph I, and are to be considered a part of this Change Order: R.F.P.: \_\_\_\_\_ W.D.C. No.: \_\_\_\_\_  
Other: \_\_\_\_\_

The changes result in the following adjustment of Contract Price and Contract Time:

Contract Price prior to this Change Order \$ 870,244.50  
Contract Price will be increased/decreased by this Change Order \$ 194,798.42  
New Contract Price including this Change Order \$ 1,065,042.92  
Contract Time Prior to this Change Order \_\_\_\_\_ Days \_\_\_\_\_ Completion Date

Net increased/decreased resulting from this Change Order \_\_\_\_\_ Days

Current Contract Time including this Change Order \_\_\_\_\_ Days \_\_\_\_\_ Completion Date

This Change Order is for full and final settlement of all direct, indirect, impact costs and time extensions incurred at any time resulting from the performance of the changed work.

The Above Changes Are Recommended	The Above Changes Are Accepted:	Approved:
<u>Chris Ogg, PE</u>	<u>Smock Fansler</u>	<u>James Brainard, Mayor</u>
<u>ENGINEER</u>	<u>CONTRACTOR</u>	<u>Mary Ann Burke, Member</u>
<u>One Civic Square</u>	<u>2910 W. Minnesota St.</u>	<u>Lori Watson, Member</u>
<u>Address</u>	<u>Address</u>	<u>Jeremy Kashman, PE, City Engineer</u>
<u>Carmel, IN 46032</u>	<u>Indianapolis, IN 46241</u>	
<u>City/State/Zip</u>	<u>City/State/Zip</u>	

By: Chris Ogg  
Chris Ogg

Phone: 317-571-2436

Date: 8/11/2020

By:   
Thomas Fansler

Phone: 317-714-3235

Date: 08/11/2020

ATTEST:

Sue Wolfgang, Clerk  
Date: \_\_\_\_\_

***Summary of Price Changes for this Change Order #5***

<b>4th Street Roundabout</b>	
Smock Fansler Proposal Dated 5/15/2019	\$16,330.00
Apple Electric Proposal 9/12/2019	\$14,506.48
Smock Fansler Overhead and Coordination	\$3,175.52
Omitted Quantities	-\$70,320.50
106th Street Roundabout Enhancement	\$231,107.00
<b>Total CO #5</b>	<b>\$194,798.50</b>

Omitted Quantities - Gray Road Roundabouts

	Original Quantities	Installed	Balance	Unit Price	
<b>126th &amp; Gray Rd</b>					
Street Trees	25	23	2	\$ 495.00	\$ 990.00
Hardwood Mulch	37	30	7	\$ 55.00	\$ 385.00
Grouncover-Loriope	3059	1714	1345	\$ 11.00	\$ 14,795.00
Irrigation Boring	270	100	170	\$ 32.00	\$ 5,440.00
Masonry Wall Change:	1109	1156	-47	\$ 112.50	\$ (5,287.50)
<b>Main &amp; Gray</b>					
Hardwood Mulch	70	64	6	\$ 55.00	\$ 330.00
Grouncover-Loriope	5322	2980	2342	\$ 11.00	\$ 25,762.00
Irrigation Boring	280	246	34	\$ 32.00	\$ 1,088.00
<b>136th &amp; Gray</b>					
Perennials	844	744	100	\$ 17.00	\$ 1,700.00
Hardwood Mulch	51	50	1	\$ 55.00	\$ 55.00
Grouncover-Loriope	4485	2512	1973	\$ 11.00	\$ 21,703.00
Irrigation Boring	225	120	105	\$ 32.00	\$ 3,360.00
				\$	\$ 70,320.50



2910 West Minnesota Street  
Indianapolis, IN 46241-4541  
317.248.8371 Tel  
317.244.4507 Fax

Budget Estimate

DATE: 5/15/2019

Quote # B19-0069

TO: Jeremy Kashman

FROM: Joe Davee

REGARDING: Concrete Sculpture Base at 4th & Rangeline

We Propose to Provide the following Scope of Work:  
Concrete Sculpture Base in existing roundabout.

Quote: \$ 16,330.00

**INCLUDES:**

Excavate, form and place two-tiered round concrete sculpture base to match existing base at Rangeline Road & Smokey Row. Top tier is 6' diameter and 12" tall. Bottom tier is 9' diameter with 18" showing above grade and 48" buried below grade. Concrete to be placed on compacted subgrade and 12" compacted #53 Stone. Affected area around sculpture base to be backfilled, dressed with topsoil and seeded.

**EXCLUDES:**

Bonds, Permits or Related Fees  
Premium Time for shift work, weekends or holidays.  
Design or Engineering Stamps  
Utility relocation, adjustment or improvements.  
Installation of future art piece to be installed on foundation.

SALES TAX No INCLUDES ADDENDA n/a THROUGH n/a

**NOTES:**

Please call if you have any questions.

Thanks For The Opportunity To Serve You!

**Apple Electric Inc.**  
2260 Bluewing Rd  
Greenwood, IN 46143  
Phone: 317-840-8117  
Fax: 317-300-1230

## Bid Proposal

9/12/2019

TO:

Smock Fansler  
2910 West Minnsola Street  
Indianapolis, IN 46241

JOB:

Rangeline and Elm Lighting

Bid Date: 9/12/2019

**WORK DESCRIPTION:** Install 4 LED light fixtures per cut sheets, Bore conduit to center of RA8, trench to light locations. Pull wiring and terminate w controls from existing lighting contractor.

We will supply and install all materials, labor and equipment as per drawings, specifications and addenda inclusive for the total amount of **\$14,506.48**

### General Conditions

1. All applicable taxes are included in our submission.
2. The contractor shall not be held liable for errors or omissions in designs by others, nor inadequacies of materials and equipment specified or supplied by others.
3. Equipment and materials supplied by the contractor are warranted only to the extent that the same are warranted by the manufacturer.
4. The contractor shall not be liable for indirect loss or damage.
5. Unless included in this proposal, all bonding and/or special insurance requirements are supplied at additional cost.
6. If a formal contract is required, its conditions must not deviate from this proposal without contractors permission.
7. Anything (verbal or written), express or implied elsewhere, which is contrary to these conditions shall be null and void.
8. Apple Electric shall not be held responsible for any unforeseen under ground utilities such as water, phone, cable, power....

Respectfully,

Accepted by:

\_\_\_\_\_  
Supervisor,

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Smoek Fansler

Omitted Quantities - Gray Road Roundabouts

	Original Quantities	Installed	Balance	Unit Price	
<b>126th &amp; Gray Rd</b>					
Street Trees	25	23	2	\$ 495.00	\$ 990.00
Hardwood Mulch	37	30	7	\$ 55.00	\$ 385.00
Grouncover-Loriope	3059	1714	1345	\$ 11.00	\$ 14,795.00
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Irrigation Boring	225	120	105	\$ 32.00	\$ 3,360.00
					\$ 70,320.50



2910 West Minnesota Street  
 Indianapolis, Indiana 46241  
 Telephone: (317) 248-8371  
 Fax (317) 244-4507

**Smock Fansler**  
**CORPORATION**  
Engineering • Construction • Inspection • Construction Management

**PROPOSAL**

**DATE:** 7/18/2020

**TO:** Carmel

**ATTN:** Jeremy Kashman

**FROM:** Thomas M. Fansler III  
 Smock Fansler Corporation

**PROJECT:** 106th and Ditch Roundabout Enhancement

Smock Fansler Corporation proposes to furnish all labor, equipment and material for completion of the 106th and Roundabout Enhancement per the attached drawings, scope, schedule, exclusions and terms.

**VALUE** \$ 231,107.00

**SCOPE:**

- Electrical service to fountain and lighting effects
- 1 1/4" Water Service to fountain - sized for future irrigation system
- Concrete foundations and curbs
- Limestone elements with metal filigree
- Stainless steel bowl water feature element with spray ring and three central effect nozzles
- Lighting of water feature and limestone controlled from within fountain vault
- Fountain equipment vault 2HP effect/filter pump, cartridge filter, erosion feeder

**SCHEDULE:**

- Utility Infrastructure (5 week duration)
- Limestone (10 week lead time)
- Stainless Steel Fountain Bowl Element (12 week lead time)
- Concrete Foundations and Curbs (6 week duration)
- Fountain Equipment Vault (10 week lead time)

Anticipated Start Date August 10, 2020

Anticipated Completion Date October 30, 2020

**EXCLUSIONS:**

Irrigation, Landscaping and soil mix

SALES TAX NO INCLUDES ADDENDUM NO. - THROUGH -

**TERMS:**

Long Lead Material Deposit of \$42,000 will be invoiced up front

*Quality Building from the Ground Up Since 1921*



CITY OF CARMEL

REVIEWED VIA EMAIL

JACOB 8/26  
BPW 9/2

CRED Heck O'Connor OK 8-24-20  
CFD Sutton OK 8-20-20  
CPD Keith OK 8-20-20  
ENG NA

INFORMATION

(only if needed for street use)

Sent 8-20

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person Kevin Whited

Email kwhited@carmel.in.gov

Phone Number: 3178197208

Cell Number: 3173724084

Address Street Address  
30 West Main Street  
Address Line 2  
Economic Development/Carmel Utilities  
City Carmel State / Province / Region IN  
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

City Hall parking lot

→ Event/Use Purpose: Bike Carmel is hosting Freewheelin Community Bikes for a bicycle collection day. Residents in the area are invited to donate used bicycles to this nonprofit organization who then teach children to repair and ride the bikes.

→ Event Date 8/29/2020 9/19/20 End Date 8/29/2020 9/19/20

Number of People Expected: 50

Set-Up Start time 11:30:00 AM

Tear Down End Time 04:30:00 PM

Event Start time:  
12:00:00 PM

Event end time:  
04:00:00 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

Freewheelin Community Bikes host 3 to 4 bike donation drop-offs a year. These bike donations supply bikes for children in the program to repair and ride as well as repair and sell to fund the organization's programs.

In order to keep this event safe and COVID-19 compliant, donors/drivers will be directed to enter from the southeast side of the parking lot and form a queue. The collection table will be located in the northwest corner of the parking lot. Only one to two cars will be unloaded at a time and drivers will be instructed to stay in their vehicles unless it is necessary for them to exit their vehicles. Once unloading has been completed, the drivers will be instructed to head east and enter Veterans Way to exit. (See attached map)

Attach additional pages if needed-SEE BELOW

20200829\_Freewheelin Bicycle Donation Map.pdf 89.12KB

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 City Hall parking lot

### SPECIAL REQUESTS: Mark all that apply

REQUESTS:

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

*Covid  
plan*

**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

No streets will be impacted, just the City Hall parking lot. Furthermore, parking will still be available for visitors to City Hall.  
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](http://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

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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.

CRED

Name of Organization/Applicant

\*



Signature of Authorized Agent/Applicant

Kevin W Whited, Transportation  
Development Coordinator  
Printed Name and Title (If applicable)

30 West Main Street  
Economic Development/Carmel Utilitie  
Address of Organization/Applicant

8/18/2020  
Date

**GO TO SUBMIT TAB AND CLICK ON SUBMIT**

# CITY OF CARMEL USE ONLY

---

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

\_\_\_\_\_  
James Brainard, Presiding Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member

Date: \_\_\_\_\_

\_\_\_\_\_  
Lori Watson, Member

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sue Wolfgang, City Clerk

\_\_\_\_\_  
Date

Special Conditions: \_\_\_\_\_

DEPOSIT

JACOB 8/26  
BPW 9/2



CITY OF CARMEL

REVIEWED VIA EMAIL

CRED OK O'Connor/Heck 2 distancing +  
CFD OK Sutton 8-20-20 cvc guidelines  
CPD Keith OK  
ENG NA

INFORMATION

Sent 8-13 (only if needed for street use)

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:



Contact Person: Cyndy Bailey  
Email: cyndybailey@hotmail.com  
Phone Number: 3172946574  
Cell Number:

Address: Street Address: 1340 Thornbird Ln  
Address Line 2:  
City: Carmel State / Province / Region: IN  
Postal / Zip Code: 46032 Country: United States

→ Name/Organization: Carmel High School Girls Soccer

Organization Type: Non-Profit Organization

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

→ Event/Use Purpose: Viewing party for the Carmel High School Girls soccer team to watch sectional draw on September 27th. We usually watch as a team at someone's home but because of Covid, we need to make an alternate outdoor plan where we can social distance

Event Date: 9/27/2020 End Date: 9/27/2020

Number of People Expected: ~~100~~ 25-28

Sophia Square Rental (use partial area but still open to the public)

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

Tear Down End Time: 10:00:00 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

See above--- watch party on the big screen for IHSAA soccer sectional draw  
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

N/A

Name/Streets to be  
closed

Include addresses as appropriate

UPLOAD MAP

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

Type of Closure:

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

Explain lane restrictions needed and other needed below.

Further Info for type of  
closure

SECURITY DEPOSIT AND FEE:



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# ACKNOWLEDGEMENT AND AGREEMENT

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Mayor's Office

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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 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 High School Girls Soccer Team  
Name of Organization/Applicant

\*

*Cyndy Bailey*

Signature of Authorized Agent/Applicant

Cyndy Bailey  
Printed Name and Title (if applicable)

1340 Thornbird Lane, Carmel, IN 46032  
Address of Organization/Applicant

8/4/2020  
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: \_\_\_\_\_

Per Community Relations/Economic  
Development: Nancy Heck, Molly O'Connor and  
Kaylee Purcell

**Recommend NOT approving** due to amount of  
time Veterans Way will be closed and  
construction traffic needing to get through.



CITY OF CARMEL

JACOB 8/26  
BPW 9/2

REVIEWED VIA EMAIL

CRED Heck - Rec Not approving 8-24-20

CFD \_\_\_\_\_

CPD Keith OK 8-17-20

ENG NA

INFORMATION

Sent 8-14 (only if needed for 'street use')

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:



Contact Person: CYT Indy

Email: lbaltz@cytindy.org

Phone Number: 3173406225

Cell Number:

Address

Street Address  
1950 E. Greyhound Pass

Address Line 2

City: Carmel State / Province / Region: IN

Postal / Zip Code: 46033 Country: United States

→ Name/Organization: Christian Youth Theater, Indianapolis, Inc.

Organization Type: Non-Profit Organization

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

Yes

No

→ Event/Use Purpose: We're producing two plays over two weekends at The CAT, and we'd like to move them outside to increase COVID precautions. This application is for the first weekend. On performance nights, we'll set up tables and chairs, but this won't be needed for rehearsal night.

Each day has different times:

- 9/4: Set up: 5 p.m., Tear down: done by 9 p.m. Show time: 6:30
- 9/5: Setup: 12:30 p.m., Tear down done by 9 p.m. Show times: 2 and 6:30 p.m.
- 9/6: Setup 12:30 p.m. Tear down done by 5 p.m. Show time: 2 p.m.

Thank you!

• 9/3 rehearsal

*Veterans Way Closure  
in front of Cat Theatre*

Event Date  
9/4/2020

End Date  
9/6/2020

Number of People Expected: 60

Set-Up Start time 05:00:00 PM

Tear Down End Time 09:00:00 PM

Event Start time:  
06:30:00 PM

Event end time:  
08:00:00 PM

Rehearsal  NA

Rehearsal Date: 9/3/2020

Rehearsal Start Time: 05:30:00 PM

Rehearsal End Time: 09:00:00 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

Guests will pay a \$15 ticket fee.

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 Street in front of The CAT theater

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

16' x 3' in front of the CAT, on the sidewalk  
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

N/A

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: Veterans Way, in front of The CAT theater  
Name/Streets to be closed: Include addresses as appropriate

UPLOAD MAP

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

Map.pdf

48.68KB

- 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:



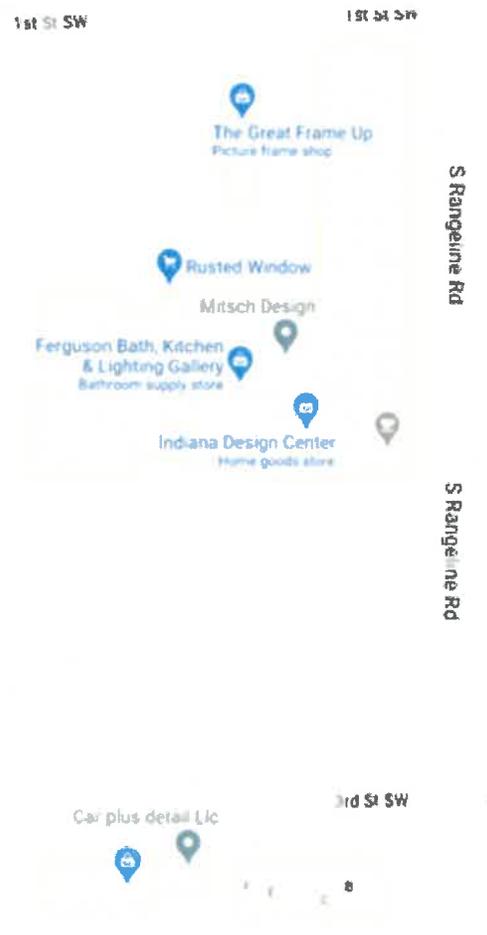
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Payment may be made online using a credit or debit card at [www.govpaynow.com](http://www.govpaynow.com) PLC #A0026j, calling the Govpay call center at 1-888-604-7888 (give them PLC#) or in the form of a certified check or money order made payable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

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# ACKNOWLEDGEMENT AND AGREEMENT

---

Mayor's Office

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Christian Youth Theater  
Name of Organization/Applicant

\*

*Laura Baltz*

Signature of Authorized Agent/Applicant

Laura Baltz, Executive Director  
Printed Name and Title (If applicable)

1950 E Greyhound Pass  
Carmel, IN 46033  
Address of Organization/Applicant

8/11/2020  
Date

**GO TO SUBMIT TAB AND CLICK ON SUBMIT**

# CITY OF CARMEL USE ONLY

---

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

\_\_\_\_\_  
James Brainard, Presiding Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member

Date: \_\_\_\_\_

\_\_\_\_\_  
Lori Watson, Member

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sue Wolfgang, City Clerk

\_\_\_\_\_  
Date

Special Conditions: \_\_\_\_\_

Per Community Relations/Economic  
Development: Nancy Heck, Molly O'Connor,  
Kaylee Purcell

**Recommend NOT approving** due to amount of  
time Veterans Way will be closed and  
construction traffic needing to get through.



JACOB 8/26  
BPW 9/2

REVIEWED VIA EMAIL

CRED Heck Rec Not approving 8-24-20  
CFD \_\_\_\_\_  
CPD Keith OK 8-17-20  
ENG NA

INFORMATION

(only if needed for street use)

*Sent 8-14*

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person: Laura Baltz  
Email: lbaltz@cytindy.org  
Phone Number: 3173406225  
Cell Number:  
Address: Street Address  
1950 E. Greyhound Pass  
Address Line 2  
City  
Carmel  
Postal / Zip Code  
46033

*Meet me on  
Main 9/12  
Conflict?*

Name/Organization: Christian Youth Theater

Organization Type: Non-Profit Organization

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

- Yes
- No

Event/Use Purpose: We're performing a play at The CAT, and we'd like to do it outdoors to increase our COVID precautions. On performance nights, we'll set up tables and chairs, but this won't be needed for rehearsal. This is for weekend #2:

Each day has different times:

- 9/11: Setup: 5:00, tear down done by 9  
Performance time: 6:30 p.m.
- 9/12: Setup: 12:30 p.m., tear down done by 9  
Performance times: 2 and 6:30 p.m.
- 9/13: Setup: 12:30 p.m., tear down done by 5 p.m.  
Performance time: 2 p.m.

*Veterans way closure  
in front of Cat Theater*

*• Rehearsal 9/10*

Event Date  
9/11/2020

End Date  
9/13/2020

Number of People Expected: 60

Set-Up Start time 05:00:00 PM

Tear Down End Time 09:00:00 PM

Event Start time:  
06:30:00 PM

Event end time:  
09:00:00 PM

Rehearsal  NA

Rehearsal Date: 9/10/2020

Rehearsal Start Time: 05:30:00 PM

Rehearsal End Time: 09:00:00 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

\$15 ticket fee per person

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 Veteran's Way in front of The CAT

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**

3' x 16', in front of The CAT, on the sidewalk  
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

Veterans Way, in front of The CAT  
Include addresses as appropriate

UPLOAD MAP

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

Map.pdf

48.68KB

- 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:



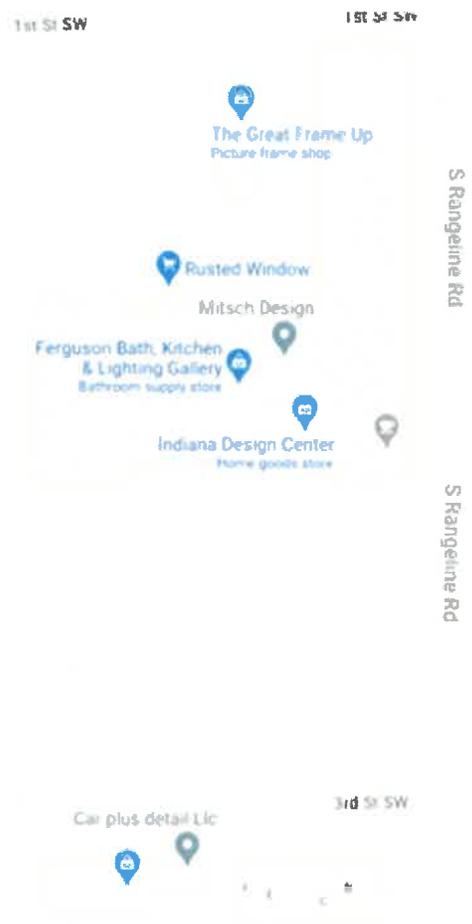
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# ACKNOWLEDGEMENT AND AGREEMENT

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Mayor's Office

## ACKNOWLEDGEMENT AND AGREEMENT

### TO COMPLY WITH CITY FACILITY USE POLICY

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Christian Youth Theater  
Name of Organization/Applicant

\*

*Laura Baltz*

Signature of Authorized Agent/Applicant

Laura Baltz, Executive Director  
Printed Name and Title (if applicable)

1950 E. Greyhound Pass  
Carmel, IN 46033  
Address of Organization/Applicant

8/11/2020  
Date

**GO TO SUBMIT TAB AND CLICK ON SUBMIT**

CITY OF CARMEL USE ONLY

---

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

\_\_\_\_\_  
James Brainard, Presiding Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member

Date: \_\_\_\_\_

\_\_\_\_\_  
Lori Watson, Member

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sue Wolfgang, City Clerk

\_\_\_\_\_  
Date

Special Conditions: \_\_\_\_\_

Request to extend  
dates through October.

Mayor has approved.

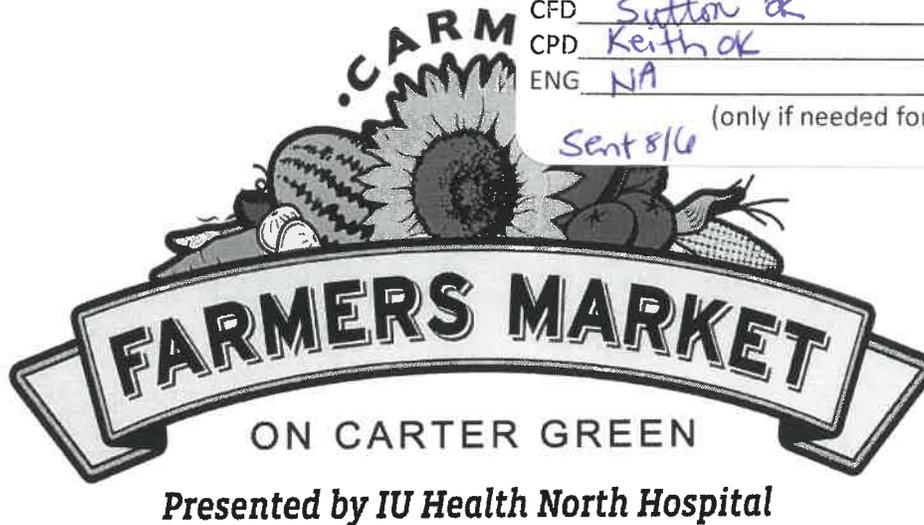
JACOB 8/26  
BPW 9/2

REVIEWED VIA EMAIL

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

(only if needed for street use)

Sent 8/6



## Request to Use City Property

August 4, 2020

The Board of Directors of the Carmel Farmers Market, an Indiana non-profit corporation, respectfully requests from the Carmel Board of Public Works and Safety the following:

Exclusive use, for the purpose of conducting the Carmel Farmers Market (Market), of Carter Green, the adjacent drives, and the adjacent sidewalks, along with non-exclusive use of both the James Building and Veterans Way parking structures, along with the lobby and rest room facilities in the James Building, from 6 AM until 1:00 PM each and every Saturday from October 2, 2020 through October 31, 2020..

In addition, the Market requests to use and/or control of the following spaces:

- A 20' by 20' area on the south lawn of the Veteran's Memorial, adjacent to the center walkway and the east sidewalk, to be designated as a public expression space.
- Control of the parking spaces on the east side of SW 3rd Av. north of the exit drive from the James Building Parking Garage to the entrance of the circular plaza drive servicing the West Lobby of the Palladium. This is for the purpose of

temporarily designating these parking spaces, as the need arises, as handicapped, parcel loading and unloading, vendor and short-term parking for the Farmers Market or vendor spaces.

Submitted for the Board by Ronald E. Carter, President, Carmel Farmers Market, 317-710-0162.

# CITY OF CARMEL USE ONLY

---

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20

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

Mayor Approved 8-18-20  
REVIEWED VIA EMAIL Retro BPW

JACOB 8/26  
BPW 9/2

CRED OK per Mayor - Prader  
CFD OK Sutton 8-20-20  
CPD Keith OK 8-18-20  
ENG N/A

INFORMATION

Sent 8-18 (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: IN  
Postal / Zip Code: 46032 Country: US

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: Hotel Carmichael Opening/Ribbon Cutting

*Close City Center West parking lot  
See p.3 for details*

Event Date: 8/27/2020 End Date: 8/27/2020

Number of People Expected: 75

Set-Up Start time: 07:00:00 AM

Tear Down End Time: 12:00:00 PM

Event Start time:  
09:00:00 AM

Event end time:  
12:00:00 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

Official ribbon cutting of the Hotel Carmichael in front of the hotel lobby entrance.

Hotel staff photo precedes the hotel ribbon cutting.

Restaurant ribbon cutting precedes hotel ribbon cutting.

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 City Center/Hotel Carmichael

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

- Closure -

Neighborhood  
Name/Streets to be  
closed

City Center West Parking Lot (south side parking lot only) to be closed off to motor vehicles and closed for parking. Access will still be available for parking in the garage and north side of parking lot. Please see map.

Include addresses as appropriate

UPLOAD MAP

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

Hotel Carmichael Ribbon Cutting Ceremony

253.51KB

Location.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.

MOTOR COURT

The diagram is a site plan of Hotel Carmichael. It features a large, irregularly shaped building with a prominent semi-circular section on the right side. A yellow-shaded area, representing a motor court, is located in the center-left. A red-bordered rectangular area is situated in the bottom-left corner. To the right of the main building, there is a long, narrow structure with a series of small square icons, possibly representing a parking lot or a walkway. A long vertical arrow on the far right points upwards, and two smaller arrows point towards each other near the bottom of this vertical arrow.

Hotel Carmichael  
Ribbon Cutting Ceremony

Further Info for type of City Center west parking lot closed to motor vehicles (south side only) 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

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Mayor's Office

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City of Carmel, Kelli Prader  
Name of Organization/Applicant

\*



Signature of Authorized Agent/Applicant

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

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

8/17/2020  
Date

**GO TO SUBMIT TAB AND CLICK ON SUBMIT**

CITY OF CARMEL USE ONLY

---

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

\_\_\_\_\_  
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 8/26

BPW 9/2

CRED OK O'Connor Heck 2 distancing and  
CFD OK Sutton CDC guide lines  
CPD OK Keith  
ENG NA

INFORMATION

Sent 8-6 (only if needed for street use)

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person: Hillary Blake  
Email: hillary@meridianmusicschool.com  
Phone Number: 3178050933  
Cell Number: 317-506-8143  
Address: Street Address: 845 West Carmel Drive  
Address Line 2:  
City: Carmel, IN State / Province / Region: IN  
Postal / Zip Code: 46032 Country: United States

→ Name/Organization: Meridian Music School

Organization Type: Non-Profit Organization

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

Event/Use Purpose: Small performance by M3 Theatre Camp for families with silent auction and snacks. This event is to serve as a fundraiser for M3 Theatre Camp.

→ Event Date: ~~10/10/2020~~ 10-17-20 End Date: ~~10/10/2020~~ 10-17-20

→ Number of People Expected: 75

Set-Up Start time: 12:00:00 PM  
Tear Down End Time: 06:00:00 PM

Event Start time:  
02:00:00 PM

Event end time:  
05:00:00 PM

Rehearsal  NA

Rehearsal Date: 10/3/2020

Rehearsal Start Time: 11:00:00 AM

Rehearsal End Time: 01:00:00 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

We will ask for a donation for parents to attend the event. In addition, we will be holding a silent auction.

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

Dixon, Carol

# Social/Physical Distance Plan

**From:** Hillary Blake <hillary@meridianmusicschool.com>  
**Sent:** Wednesday, August 5, 2020 10:49 AM  
**To:** Dixon, Carol  
**Subject:** RE: Gazebo request

\*\*\*\* This is an EXTERNAL email. Please exercise caution and Do Not open attachments or click links from unknown senders or unexpected email. \*\*\*\*

Hi Carol,

We will mainly have solo acts performing on the Gazebo and one group of up to 20 student singing and dancing to pre-recorded music. We are asking the singers to wear masks while performing. In addition, we will be spacing them 8-10 feet apart to be on the safe side.

We will block of squares that are 6-8 feet apart so families can sit together while viewing the performance. I should ask, can families bring their own lawn chairs, and can we set up tables for individually wrapped snacks and for our silent auction items? I don't anticipate that we would have more than 75 people total (performers, families, and staff).

Let me know what additional information you need from me.

Hillary Blake, Director of Education  
Meridian Music School  
317-805-0933  
[www.meridianmusicschool.com](http://www.meridianmusicschool.com)



**From:** Dixon, Carol <cdixon@carmel.in.gov>  
**Sent:** Wednesday, August 05, 2020 10:43 AM  
**To:** Hillary Blake <hillary@meridianmusicschool.com>  
**Subject:** RE: Gazebo request

I reserved 10/17, noon to 6 pm for you. Can you send me a description of how you plan to physically distance everyone? If this gets approved then you will need to go online and pay the \$100 rental fee and submit a certificate of insurance via email. For details see the Public Use Policy booklet online. The first page, at the bottom, has a link for payment.  
<https://www.carmel.in.gov/our-government/boards-commissions/board-of-public-works/public-facilities-forms-and-policy>.

Thank you!

Carol Dixon  
Carmel City Hall  
1 Civic Square

## 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](http://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.

M3 Theatre Camp  
Name of Organization/Applicant

\*

*Hillary A. Blake*

Signature of Authorized Agent/Applicant

Hillary Blake  
Printed Name and Title (If applicable)

845 West Carmel Drive  
Address of Organization/Applicant

8/4/2020  
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

Retro approval for 8-23-20  
Future approval for Sept/Oct dates

JACOB 8/26  
BPW 9/2



CITY OF CARMEL

REVIEWED VIA EMAIL

CRED O'Connor/Heck ok  
CFD Sutton OK 8-20  
CPD Keith OK  
ENG NA

(only if needed for street use)

Sent 8-13

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person Katherine Peters  
Email katherine@katherinepeters.com

Phone Number:

Cell Number: 3176918427

Address Street Address  
240 Arbor Dr  
Address Line 2  
City Carmel State / Province / Region IN  
Postal / Zip Code 46032 Country

Name/Organization:

Organization Type: Individual

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

- Yes
- No

Event/Use Purpose: Pop-Up Woodwind Ensembles

Event Date 8/23/2020 End Date 8/23/2020

Number of People Expected: 20

Set-Up Start time 04:30:00 PM

Tear Down End Time 08:30:00 PM

Plus  
9-8-20 5-8:30 p.m.  
9-15-20 5-8:30 p.m.  
9-27-20 5-8 pm  
(Raindate 9-29)  
10-4-20 5-8 p.m.  
(Raindate 10-6)

Event Start time:  
05:00:00 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

In multiple school districts, there is no online option for band, choir, or orchestra, and at least one neighboring school district has announced that band students will not be playing for the first 2-3 months of school.

After reading up on the most current aerosol production studies and spacing requirements for indoor and outdoor scenarios, I measured and mapped out the gazebo to allow a group of students to play together with a minimum of 8 feet between them.

My plan is to provide these opportunities for students to play in groups 5-6 times in the coming months. The students will register and pay a small fee to help cover the cost of hosting the event and to facilitate attendance. (I must know exactly how many students are coming. There is a very rigid cap on these ensembles, and I'd hate to turn away students only to have others not show up. A small fee will help ensure that if they say they're coming, they're coming.) We will play for 30 minutes, take a 10-15 minute break, then play an additional 30 minutes. All students will bring their own music stands, and there will be no sharing of music. Parents are welcome to stay, but maintain their distance from the gazebo and each other. Students will be required to wear masks during setup and tear-down.

Obviously, when the cold sets in, we'll have to stop. But in the meantime, I'd like to help music students keep up their skills and their motivation.

Dates:

Sun, Aug 4:30-8:30pm  
(rain date Aug 25)

Tue, Sept 8 4:30-8:30pm

Tue, Sept 15 4:30-8:30pm

Sun, Sept 27 4:30-8:30pm  
(rain date Sept 29)

Sun, Oct 4 4:30-8:30pm

Tue, Oct 13 4:30-8:30pm

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

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Mayor's Office

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Katherine Peters  
Name of Organization/Applicant

\*

*Katherine Peters*

Signature of Authorized Agent/Applicant

Katherine Peters  
Printed Name and Title (If applicable)

240 Arbor Dr  
Carmel IN 46032  
Address of Organization/Applicant

8/12/2020  
Date

**GO TO SUBMIT TAB AND CLICK ON SUBMIT**

CITY OF CARMEL USE ONLY

---

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

\_\_\_\_\_  
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

CRED OK Heck O'Connor 8-24-20  
CFD OK Sutton 8-20-20  
CPD Keith OK 8-14-20  
ENG NA

(only if needed for street use)

**INFORMATION**

*Sent 8-14*

**SPECIAL EVENT / FACILITY USE REQUEST FORM**

**CONTACT INFORMATION:**

Contact Person: Jane Johnson *Jane Burgess*

Email: jane64j@yahoo.com *cjburgess1eatt.net*

Phone Number: 6303861751 *317-507-1078*

Cell Number: 6303861751

Address: Street Address  
287 Arbor Drive  
Address Line 2  
City: Carmel State / Province / Region: IN  
Postal / Zip Code: 46032 Country: Hamilton

→ Name/Organization: St. Margaret Hospital Guild

Organization Type: Non-Profit Organization

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

→ Event/Use Purpose: a luncheon to celebrate our founders day and this year is our 60th. We have decided to use a covered shelter due to COVID issues this year. *Gazebo*

→ Event Date: 4/6/2020 *10/6/20* End Date: 4/6/2020 *10/6/20*

Number of People Expected: 80 *(60-80 per Jane B.)*

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

We are celebrating our founders day celebration (60 years) with a box lunch this year. We will have a short program with special guests from Eskenazi hospital staff and our president will also speak. It will be very brief compared to other years. We present our fundraising donation.

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

- 4 people to 5 ft table
- Box lunches/drinks preset
- face shields provided for all
- masks encouraged until meal

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 We will need some access to restrooms, not sure of best to ask for Fountain RR open

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

52

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).

we are talking to A-Classic for additional seating/ food set up

Size of Tent (s)

*10x10 size  
- may be more than 1 tent  
for food*

Bounce House

N/A

Other

our members and possible spouses, if "large" tent needed A-Classic

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:

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## Dixon, Carol

---

**From:** Roz Dick <rozredmandick@hotmail.com>  
**Sent:** Thursday, August 20, 2020 3:36 PM  
**To:** Dixon, Carol; Jane Burgess  
**Cc:** Jane Johnson ZCS  
**Subject:** Re: Carmel Gazebo Use

\*\*\*\* This is an EXTERNAL email. Please exercise caution and Do Not open attachments or click links from unknown senders or unexpected email. \*\*\*\*

outdoor venue  
4 people to a 5ft. round table  
pre-set box lunches and drinks  
face shields provided for everyone  
masks encouraged til meal

---

**From:** Dixon, Carol <cdixon@carmel.in.gov>  
**Sent:** Thursday, August 20, 2020 7:26 PM  
**To:** Jane Burgess <cjburgess1@att.net>  
**Cc:** Jane Johnson ZCS <jane64j@yahoo.com>; Roz Dick <rozredmandick@hotmail.com>  
**Subject:** RE: Carmel Gazebo Use

Jane,  
We need to know your physical/social distancing plan. How many people will be at a table and how far apart will the tables be? I know you it will be an estimate, but that is fine. Thank you.

Carol Dixon  
Carmel City Hall  
1 Civic Square  
Carmel, IN 46032  
317.571.2400  
[cdixon@carmel.in.gov](mailto:cdixon@carmel.in.gov)



**From:** Jane Burgess <cjburgess1@att.net>  
**Sent:** Tuesday, August 18, 2020 8:43 AM  
**To:** Dixon, Carol <cdixon@carmel.in.gov>  
**Cc:** Jane Johnson ZCS <jane64j@yahoo.com>; Roz Dick <rozredmandick@hotmail.com>  
**Subject:** Re: Carmel Gazebo Use

# ACKNOWLEDGEMENT AND AGREEMENT

---

Mayor's Office

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St. Margaret Hospital Guild, Jane Johnson  
Name of Organization/Applicant

\*



Signature of Authorized Agent/Applicant

Jane Johnson  
Printed Name and Title (If applicable)

St Margaret Guild address: po box 40793, Indianapolis, IN 46240  
Jane Johnson address: 287 Arbor Drive, Carmel, IN 46032  
Address of Organization/Applicant

8/6/2020  
Date

**GO TO SUBMIT TAB AND CLICK ON SUBMIT**

# CITY OF CARMEL USE ONLY

---

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

\_\_\_\_\_  
James Brainard, Presiding Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member

Date: \_\_\_\_\_

\_\_\_\_\_  
Lori Watson, Member

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sue Wolfgang, City Clerk

\_\_\_\_\_  
Date

Special Conditions: \_\_\_\_\_

JACOB 8/26  
BPW 9/2



**CITY OF CARMEL**

REVIEWED VIA EMAIL

CRED O'Connor/Heck ok 2 distancing +  
CFD OK Sutton 8-20-20 CDC guidelines  
CPD Keith OK  
ENG NA

**INFORMATION**

Sant 8-13 (only if needed for street use)

**SPECIAL EVENT / FACILITY USE REQUEST FORM**

**CONTACT INFORMATION:**

Contact Person: Patty Morton

Email: patty@pattymorton.com

Phone Number: 3175907700

Cell Number: 3175907700

**Address**

Street Address

2100 Fahey Dr.

Address Line 2

City

Carmel

Postal / Zip Code

46280

State / Province / Region

IN

Country

USA

→ Name/Organization: Walden Pond Homeowners

Organization Type: Individual

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

Yes

No

Event/Use Purpose: Block Party to present Bard Fest

→ Event Date  
9/11/2020

End Date  
9/11/2020

Rain date 9-13-20

Number of People Expected: 50

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

Tear Down End Time: 10:00:00 PM

Event Start time:

07:00:00 PM

Event end time:

09:00:00 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

Outdoor presentation of Shakespeare's Long Lost First Play

Rain date proposed to be Sunday September 13th.

Attendance expected 30-50 people

Attach additional pages if needed-SEE BELOW

WaldenPondMapforBard Fest.pdf

506.13KB

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 No city facility

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

Walden Lane off of Westfield Blvd. up to Gwin Drive  
Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission.  
WaldenPondMapforBard Fest.pdf 506.13KB

- 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:

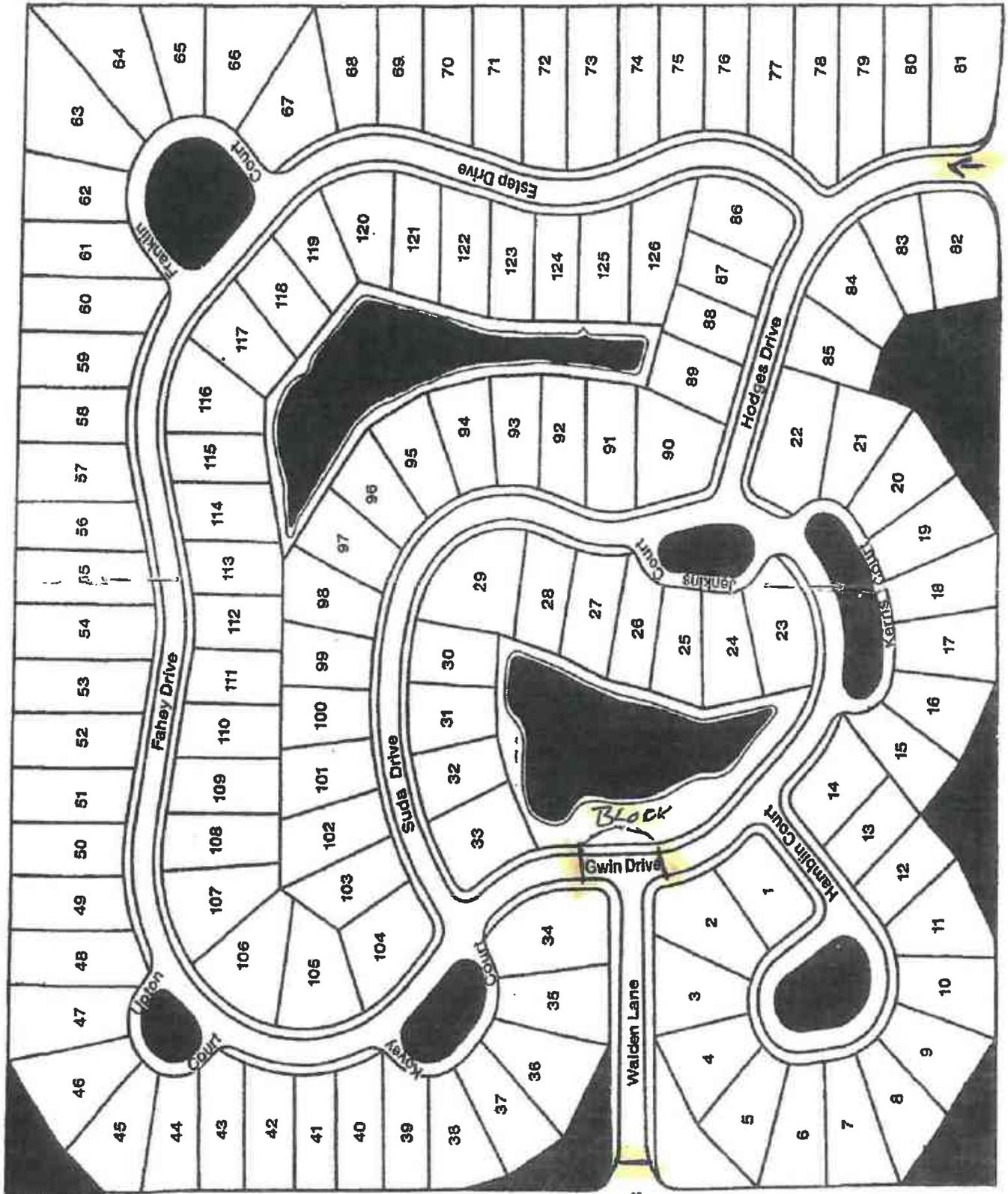
A refundable Security Deposit in the amount of \$100 for any applicant located or residing *within* Carmel city limits or a non-refundable event fee in the amount of \$150 for any applicant located or residing *outside* of Carmel city limits must be received prior to application review or processing.

Payment may be made online using a credit or debit card at [www.govpaynow.com](http://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.

# WALDEN POND



1007R  
Westfield Blvd. →

# 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.

Walden Pond Homeowners Association  
Name of Organization/Applicant

\*

*Patty Morton*

Signature of Authorized Agent/Applicant

Patty Morton, Board Director  
Printed Name and Title (If applicable)

2100 Fahey Dr.  
Carmel, IN 46280  
Address of Organization/Applicant

8/12/2020  
Date

**GO TO SUBMIT TAB AND CLICK ON SUBMIT**

# CITY OF CARMEL USE ONLY

---

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

\_\_\_\_\_  
James Brainard, Presiding Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member

Date: \_\_\_\_\_

\_\_\_\_\_  
Lori Watson, Member

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sue Wolfgang, City Clerk

\_\_\_\_\_  
Date

Special Conditions: \_\_\_\_\_



August 26, 2020

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

**RE: AT&T – WAIVER OF BPW RESOLUTION NO. 04-28-17-01 – SMALL CELL INSTALLATION AND RELATED TRAFFIC RESTRICTIONS**

Dear Board Members:

Mr. Stephen Carr, on behalf of AT&T, 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 install wireless support structures for small cell facilities (exhibits attached). The proposed locations are:

- 13957 Gray Road
- 4851 West Main Street
- 12594 Gray Road
- 11914 Gray Road
- 3704 E 116th

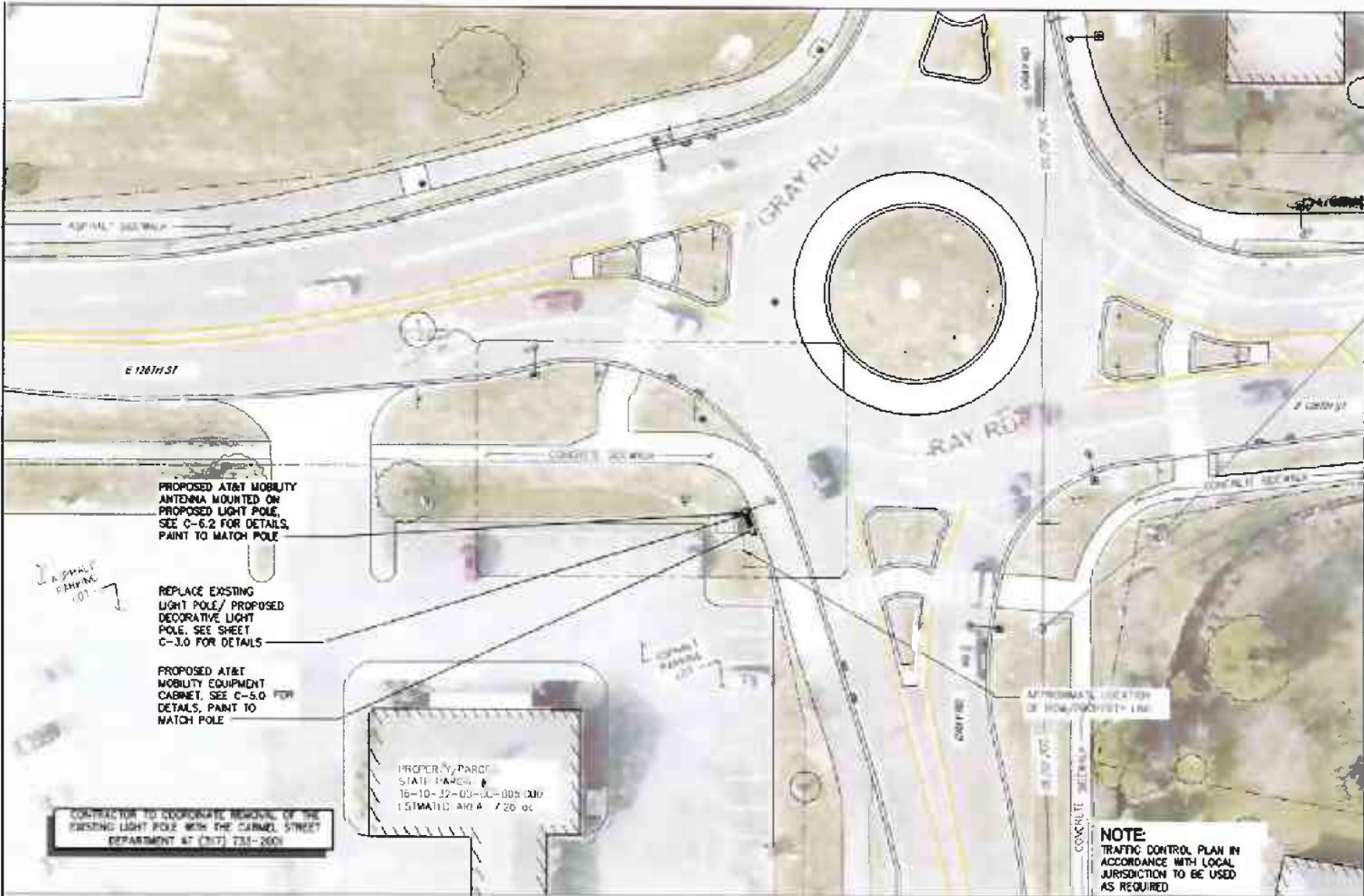
The Department of Engineering, in review of the requested waiver, has determined that the request to be valid and recommends approval conditioned upon the following:

- 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.
- 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





PROPOSED AT&T MOBILITY ANTENNA MOUNTED ON PROPOSED LIGHT POLE, SEE C-6.2 FOR DETAILS, PAINT TO MATCH POLE

REPLACE EXISTING LIGHT POLE / PROPOSED DECORATIVE LIGHT POLE, SEE SHEET C-3.0 FOR DETAILS

PROPOSED AT&T MOBILITY EQUIPMENT CABINET, SEE C-5.0 FOR DETAILS, PAINT TO MATCH POLE

PROPERTY PARCEL  
STATE PARCEL  
16-10-32-03-00-005 (01)  
1.51 MATHE AREA 7.20 AC

CONTRACTOR TO COORDINATE REMOVAL OF THE EXISTING LIGHT POLE WITH THE CARMEL STREET DEPARTMENT AT (317) 733-2000

**NOTE:**  
TRAFFIC CONTROL PLAN IN ACCORDANCE WITH LOCAL JURISDICTION TO BE USED AS REQUIRED



**MasTec**  
Network Solutions  
1301 E. 10th Park Ave  
Carmel, IN 46033



A 05/14/19 ZONING DRAWINGS  
B 01/08/20 REV. POLE/EQUIP.  
C 06/25/20 REV. CITY NOTES  
D 08/13/20 ADD. CITY NOTES

CRAL\_PNO\_ID009\_NODE 06  
INL06666C\_003  
12594 GRAY RD. (E911 ADD. AREA)  
CARMEL, IN 46033 HAMILTON COUNTY  
NEW DECORATIVE LIGHT POLE  
DWG BY: JMC | DWG BY: JMC | DWG BY: JMC

SHEET TITLE  
PARTIAL  
SITE PLAN

SHEET NUMBER  
C-10

**1 PARTIAL SITE PLAN**  
SCALE 1" = 20'





EXISTING W/STAY/ASHT POLE, PROJECT DURING CONSTRUCTION

APPROXIMATE LOCATION OF ROW/PROPERTY LINE

PROPOSED AT&T MOBILITY EQUIPMENT CABINET, SEE C-5.0 FOR DETAILS, PAINT TO MATCH POLE

PROPOSED AT&T MOBILITY ANTENNA MOUNTED ON PROPOSED LIGHT POLE, SEE C-6.2 FOR DETAILS, PAINT TO MATCH POLE

REPLACE EXISTING LIGHT POLE/ PROPOSED DECORATIVE LIGHT POLE, SEE SHEET C-5.0 FOR DETAILS

APPROXIMATE LOCATION OF ROW/PROPERTY LINE

ADJACENT PROPERTY/PARCELS:  
SEAST, PARCELS  
17-10-26-00-00-000-000  
ESTIMATED AREA: 3.00 AC

**NOTE:**  
TRAFFIC CONTROL PLAN IN ACCORDANCE WITH LOCAL JURISDICTION TO BE USED AS REQUIRED



DATE: 11/15/20	REVISION: 01
BY: J. J. [unclear]	REV: 01
DATE: 11/15/20	REV: 01
BY: J. J. [unclear]	REV: 01

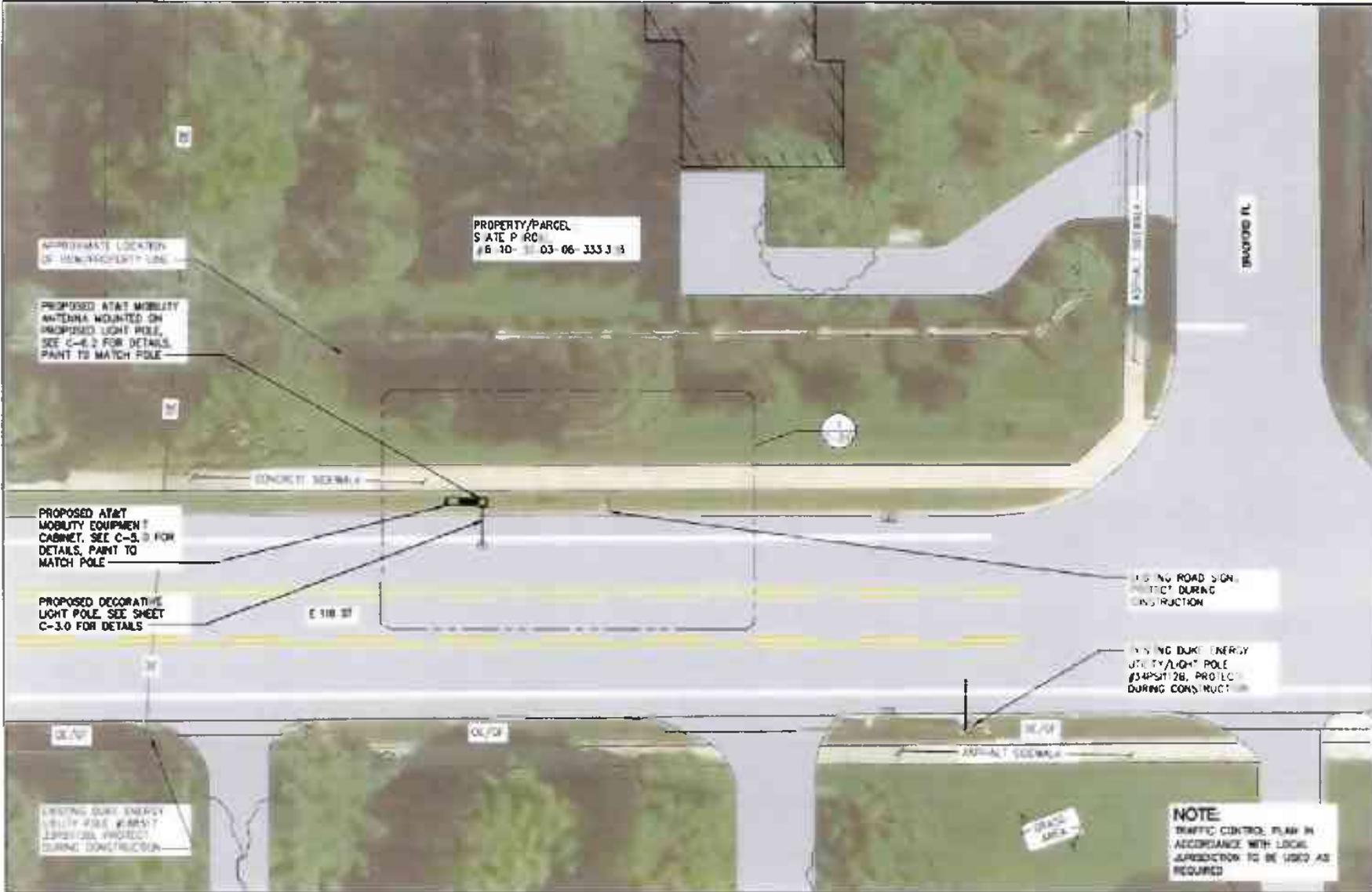
CRAN, POND, INDOOR, MOBILE OR TELECOM, P&H  
13300 GRAY RD  
CARRIAGE, IN 40035 HAMILTON COUNTY  
NEW DECORATIVE LIGHT POLE  
PROJECT # 18-18-11-08 | DWG BY: JAC/JORD/B/C/M

**1 PARTIAL SITE PLAN**



SHEET TITLE  
PARTIAL SITE PLAN  
SHEET NUMBER  
**C-10**





**MasTec**  
 National Solutions  
 800.848.8488  
 www.mas-tec.com



A	05/13/19	ZONING DRAWINGS
B	01/09/20	PREV. POLE/EQUIP.
C	06/26/20	PREV. CITY NOTES
D	06/26/20	LOC. MOVE-CITY

CRAN\_PRJND\_IN008\_NODE 11  
 HLD06666P\_JR03  
 3704 E. 116TH ST. (E811 ADDRESS)  
 CARMEL, IN 46033 HAMILTON COUNTY  
 NEW METAL LIGHT POLE

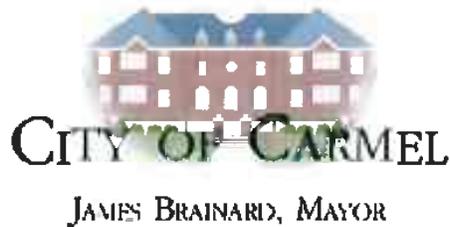
DATE: 06-18-19-10-11  
 DRAWN BY: JMG  
 CHECK BY: JMD

SHEET TITLE  
 PARTIAL  
 SITE PLAN

SHEET NUMBER  
 C-10

1 PARTIAL SITE PLAN





August 25, 2020

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

**RE: OPEN PAVEMENT CUT – VECTREN – 1101 ROHRER ROAD**

Dear Board Members:

Mrs. Armica Bash Gaspar, Engineering Technician for Vectren Energy Delivery, is requesting approval for an open pavement cut at 1101 Rohrer Road to tap an existing main for a new service to the proposed Monon Crossing Subdivision (exhibit attached). Work is scheduled to begin upon Board approval.

The Department of Engineering recommends that the Board approve the requested lane restriction and open pavement cut conditioned upon the following requirements:

- 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).
- Lane restriction signage will remain in place during the duration of the project repair.
- Traffic shall be maintained during the working period. A minimum 10' lane shall be provided at all times within the work area.
- The Department of Engineering shall be provided a minimum 48 hour notification of lane restriction prior to commencement of work.
- Any damage to the existing improvements within the right of way shall be restored to the satisfaction of the City when work is completed
- Potholing for utility crossings in paved areas shall be core drilled and reset with the existing core plug utilizing the "Utilibond Solution" as provided by Utilicor Technologies, Inc., or equivalent.
- The open pavement cut shall be restored in accordance with City of Carmel standards.
- Should the repair work require more than one day for completion, the Department of Engineering shall be notified and a steel plate is to be placed over the open cut, secured and anchored in place.

Sincerely,

Jeremy Kashman, P.E.  
City Engineer





JAMES BRAINARD, MAYOR

August 25, 2020

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

**RE: OPEN PAVEMENT CUT – VECTREN – 10100 SHELBORNE ROAD**

Dear Board Members:

Mrs. Armica Bash Gaspar, Engineering Technician for Vectren Energy Delivery, is requesting approval for an open pavement cut at 10100 Shelborne Road to tap an existing main for a new service line (exhibit attached). Work is scheduled to begin upon Board approval.

The Department of Engineering recommends that the Board approve the requested lane restriction and open pavement cut conditioned upon the following requirements:

- 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).
- Lane restriction signage will remain in place during the duration of the project repair.
- Traffic shall be maintained during the working period. A minimum 10' lane shall be provided at all times within the work area.
- The Department of Engineering shall be provided a minimum 48 hour notification of lane restriction prior to commencement of work.
- Any damage to the existing improvements within the right of way shall be restored to the satisfaction of the City when work is completed
- Potholing for utility crossings in paved areas shall be core drilled and reset with the existing core plug utilizing the "Utilibond Solution" as provided by Utilicor Technologies, Inc., or equivalent.
- The open pavement cut shall be restored in accordance with City of Carmel standards.
- Should the repair work require more than one day for completion, the Department of Engineering shall be notified and a steel plate is to be placed over the open cut, secured and anchored in place.

Sincerely,

Jeremy Kashman, P.E.  
City Engineer

**PERMIT REQUIRED SHEET**

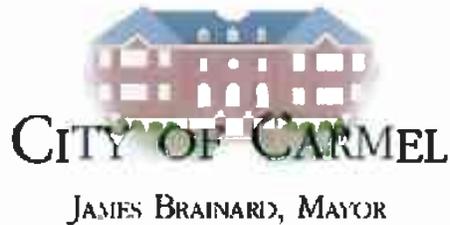
8/13/20

REQUIREMENT INFORMATION		NOTES
Estimated Start Date:	End Date:	
Site Location / Address: 10100 Shelborne Rd city Carmel		
Subdivision Name:		
Maximo #: 17990661		
Account #: 583031001-046		
Prepared by: Austin York		
Contact for questions on permits: 317-650-3794		
Crew/ Company / <del>Miss</del>		
Project: New Service / Retire Service / Leak Repair / Replace Service / Other		
Other:		

MUNICIPALITY		NOTES
City/Town of: Carmel / Fishers / Noblesville / Westfield / Indy / County		
INDOT / Other		
Other:		

DESCRIPTION OF PROJECT / WORK		NOTES
Type of work: Road bores / Street Cut / Road Closure / Lane Closure / Bores or Pushes under the roadway / Tap pit / Other		
Other:		
Excavation Details:		
Street / Alley / Sidewalk / Easement / City ROW.		
Concrete / Asphalt / Brick / Gravel/Dirt/Grass / Other		
1 hole(s) in public ROW 3 x 5 x 36 (L,W,D) bore(s) under (St, Rd, Ave) _____ SF of ROW to ROW [ ]		
These excavations will be located 16' W of CL of Shelborne Rd and 1/2 mile N of CL of Zonda Blvd (project location must be described with reference to centerline of street)		
Road closure: <input checked="" type="checkbox"/> Yes / No	Number of traffic lanes affected: 1 South bound Lane	
Total width of traffic portion of street or road affected by permit (in feet) 14' x 120'		
Use of Heavy Equipment: <input checked="" type="checkbox"/> Yes / No		
New Construction / <input checked="" type="checkbox"/> Existing Construction		





August 25, 2020

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

**RE: OPEN PAVEMENT CUT – VECTREN – 106 WEST CARMEL DRIVE**

Dear Board Members:

Mrs. Armica Bash Gaspar, Engineering Technician for Vectren Energy Delivery, is requesting approval for an open pavement cut at 106 West Carmel Drive to retire an existing service line (exhibit attached). Work is scheduled to begin upon Board approval.

The Department of Engineering recommends that the Board approve the requested lane restriction and open pavement cut conditioned upon the following requirements:

- 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).
- Lane restriction signage will remain in place during the duration of the project repair.
- Traffic shall be maintained during the working period. A minimum 10' lane shall be provided at all times within the work area.
- The Department of Engineering shall be provided a minimum 48 hour notification of lane restriction prior to commencement of work.
- Any damage to the existing improvements within the right of way shall be restored to the satisfaction of the City when work is completed
- Potholing for utility crossings in paved areas shall be core drilled and reset with the existing core plug utilizing the "Utilibond Solution" as provided by Utilicor Technologies, Inc., or equivalent.
- The open pavement cut shall be restored in accordance with City of Carmel standards.
- Should the repair work require more than one day for completion, the Department of Engineering shall be notified and a steel plate is to be placed over the open cut, secured and anchored in place.

Sincerely,

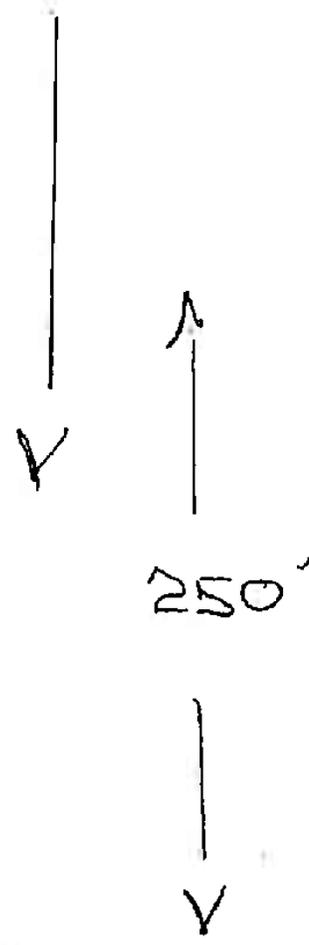
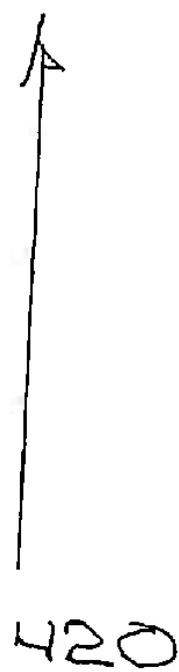
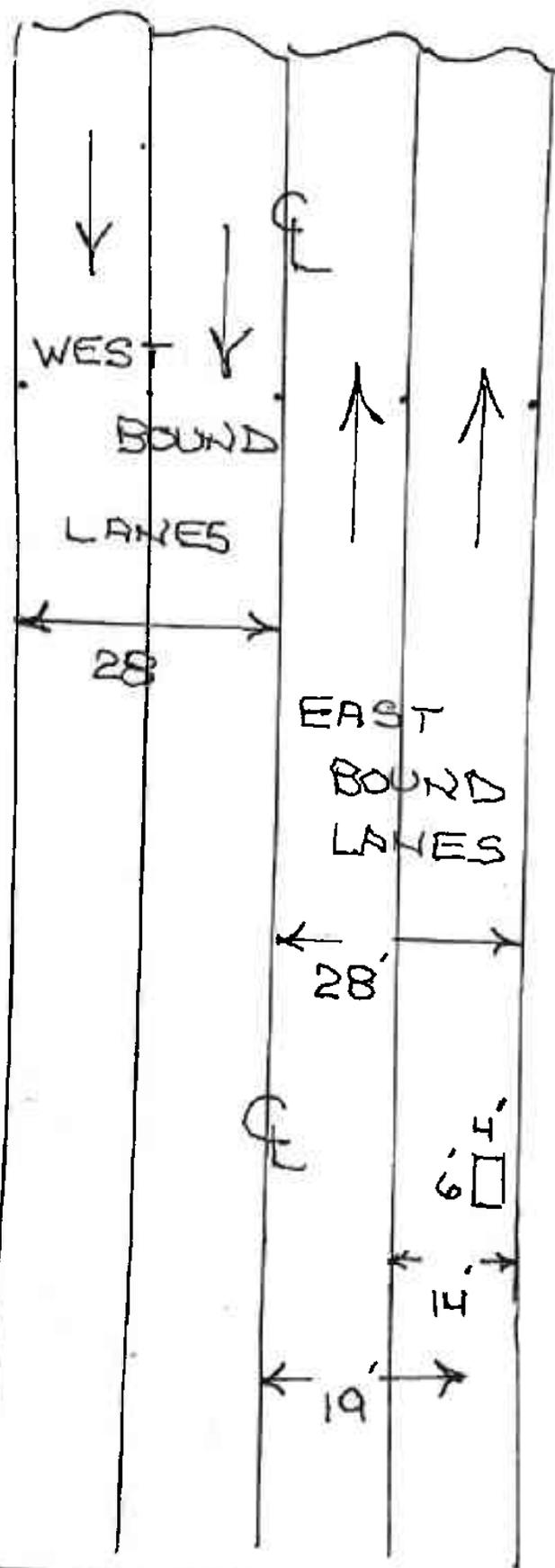
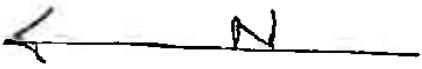
Jeremy Kashman, P.E.  
City Engineer

# ATTACH PERMIT TO 106 W CARMEL DR

PERMIT REQUEST SHEET

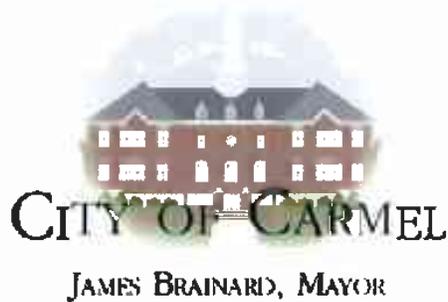
X	REQUIRED INFORMATION	NOTES
	Estimated Start Date: <u>8-30-20</u> End Date: <u>8-30-20</u>	DEMO PER CITY OF CARMEL
	Site Location / Address: <u>106 W CARMEL DR</u> City: <u>CARMEL</u>	
	Subdivision Name: <u>N/A</u>	
	Max #: <u>18010123</u>	
	Account #: <u>583032001</u>	
	Prepared by: <u>KALK</u>	
	Contact for questions on permit: <u>MATT RICH</u>	
	Crew (Company) / Hijer	
	Project New Service ( Restore Service ) Leak Repair / Replace Service / Other	
	Other:	
X	MUNICIPALITY	NOTES
	City/Town ( Carmel ) Fishers / Noblesville / Westfield / Indy / County	
	INDOT / Other	
	Other	
X	DESCRIPTION OF PROJECT / WORK	NOTES
	Type of work: Road <del>Work</del> ( Street Cut ) Road Closure / Lane Closure / Bored or Pushes under the roadway / Tap pit / Other	AWP TRAFFIC SAFETY WILL BE ON SITE
	Other:	
	Excavation Details:	
	( Street ) Alley / Sidewalk / Easement / City ROW	
	Concrete ( Asphalt ) Brick / Gravel, Dirt, Grass / Other	
	<u>1</u> hole(s) in public R/W ( <u>6</u> x <u>4</u> x <u>4</u> (L,W,D))	
	<u>0</u> bore(s) under (St, Rd, Ave) <u>N/A</u>	
	SF of ROW to ROW <u>1</u>	
	These excavations will be located <u>19' S OF C/L OF W. CARMEL DR and 420 W OF C/L OF S. RANGELINE DR</u> (project location must be described with reference to centerline of street)	
	Road closure: Yes ( No ) Number of traffic lanes affected: <u>1</u>	
	Total width of traffic portion of street or road affected by permit (in feet) <u>14 x 250</u>	
	Use of Heavy Equipment: Yes ( No )	
	New Construction ( Existing Construction )	

#18010123 SOUTH BAYLINE A



1-11-2011 100-1100





August 25, 2020

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

**RE: LANE AND SIDEWALK CLOSURE –701 CITY CENTER DRIVE – PEDESTRIAN BRIDGE MAINTENANCE**

Dear Board Members:

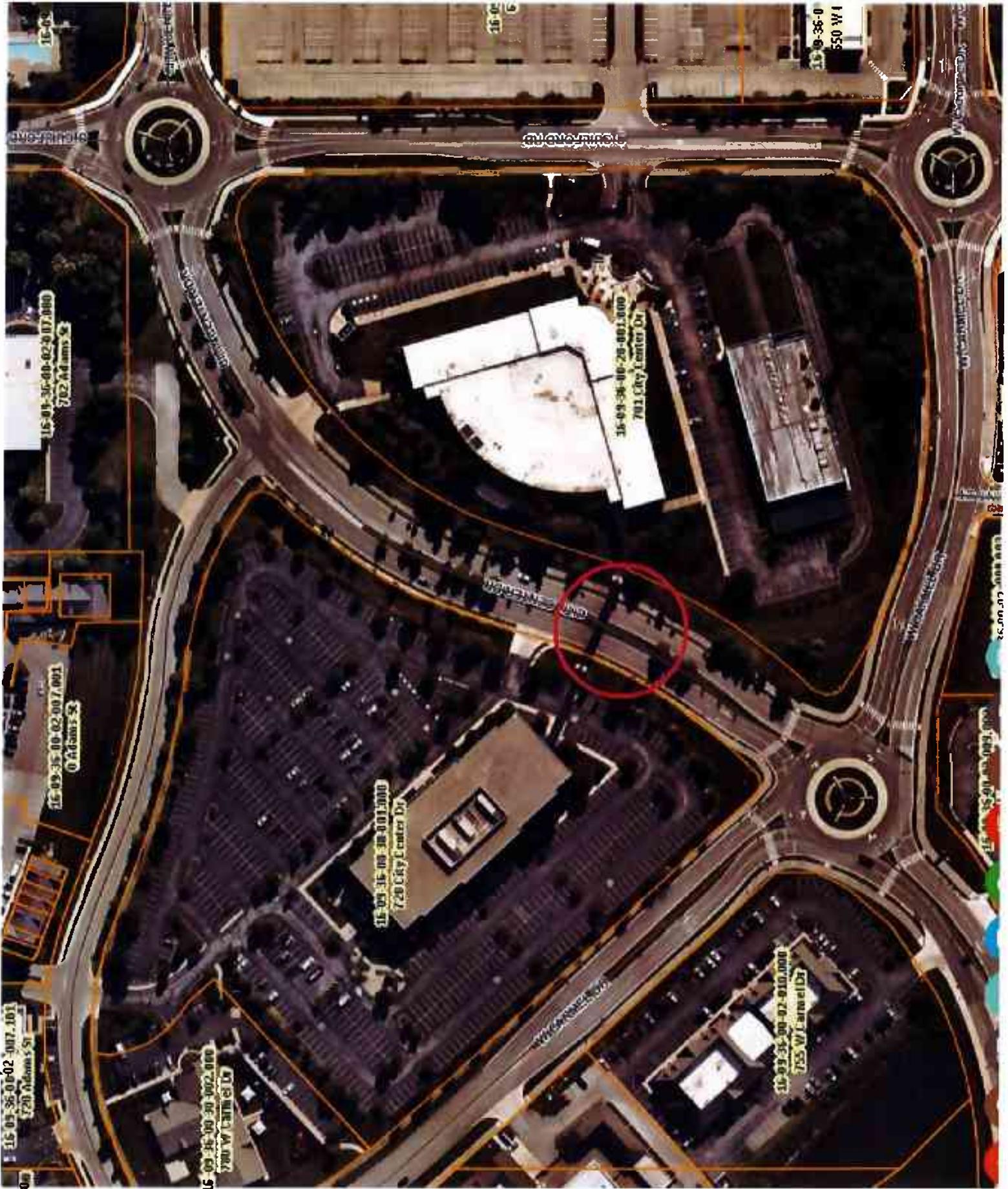
Mr. Caleb Archer, Project Manager for Renovia, is requesting approval for lane and sidewalk closures near 701 City Center drive to allow painting of the MISO pedestrian footbridge (Exhibit attached) The work will take place in two phases and will only restrict one direction of travel on City Center at a time. The work is expected to take two weeks and begin upon board approval.

The Department of Engineering recommends that the Board approve the requested road closure and open pavement cut conditioned upon the following requirements:

- 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 road & sidewalk closure signage during the duration of the work. Signage for the sidewalk closure, measuring at least 12" x 18", stating "SIDEWALK CLOSED" shall be placed prior to closure of the sidewalk.
- The petitioner agrees to work with the Department of Engineering on the establishment of a detour route prior to the closure of the street. Signage identifying the street closure and detour route shall be placed prior to closure of the street and maintained for the duration of the work period.
- Emergency access to adjoining properties of the work site shall remain in place at all times. Notification to adjoining property owners shall be made 48 hours prior to commencement of work activities.
- Any damage to the existing improvements within the right of way shall be restored to the satisfaction of the City when work is completed.
- The petitioner understands that approval by the Board is for southbound lane closure and sidewalk closure only. All other work associated with the project is to be approved by other departments of the city.

Sincerely,

Jeremy Kashman, P.E.  
City Engineer



15-03-36-00-02-007.101  
1720 Adams St

15-03-36-00-02-007.001  
O Adams St

15-03-36-00-30-002.000  
700 W Camel Dr

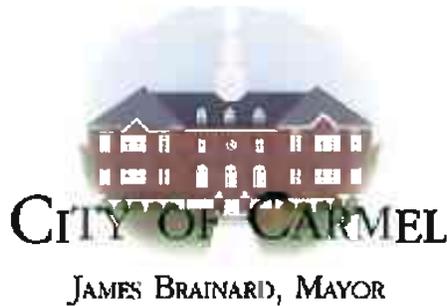
15-03-36-00-30-001.000  
720 City Center Dr

15-03-36-00-20-001.000  
701 City Center Dr

15-03-36-00-02-010.000  
755 W Camel Dr

15-03-36-0  
550 W 1

15-03-36-00-003.000  
1800 W Camel Dr



August 26, 2020

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

**RE: WAIVER OF BPW RESOLUTION NO. 04-28-17-01, LANE RESTRICTIONS – AT&T– SPRINGMILL & ILLINOIS**

Dear Board Members:

Brian Wente with AT&T is requesting a waiver from the City's Buried Utility District requirements (BPW Resolution No. 04-28-17-01) and related lane restrictions in order to install fiber optic cables (exhibits attached). The project includes a mix of aerial and underground cable installation which will require rolling lane restrictions that move as the work progresses. Aerial cable will be installed on existing poles starting at the intersection of Illinois and Springmill and heading north on Springmill. The remainder will be underground installation from the intersection north along Illinois to the customer at 101 W 103<sup>rd</sup> Street.

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.
- 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

### Lane Closure on a Two-Lane Road

(Two-Flagger Operation)



**Notes:**

- 1. The flagger or flaggers shall use approved flagging procedures according to the MUTCD and as shown on page 76.
- 2. If there is a side road a junction to the left with area, additional traffic signs, such as flaggers and appropriate signs, may be needed as the side road approaches.

Speed Limit (mph)	Sign Spacing (ft)	Sign Spacing (ft)	Sign Spacing (ft)	Distance (ft)
30	100	20	100	200
40	150	30	150	300
50	200	40	200	400
60	300	60	300	600



3/17/2025

Google

New Palestine

New Palestine - Google Maps



Print!  
Under ground print

Google

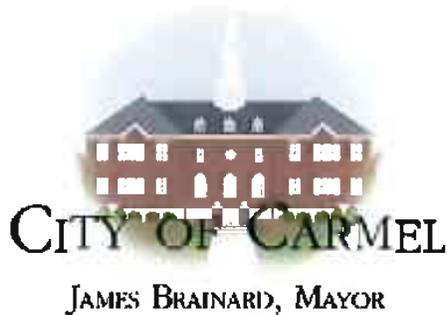
Results in Google  
City distance: 19.4 mi (31.2 km)

Map data ©2025

https://www.google.com/maps/@39.145183, -85.138341, 15z/data=!4m2!3m1!1s169927466675m10018703804e-43-880-47

4





August 12, 2020

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

**RE: OPEN PAVEMENT CUT & STREET CLOSURE – 11580 N COLLEGE AVE**

Dear Board Members:

Mr. Jamie Nepsa with Weihe Construction is requesting approval for a street closure and open pavement cut to install sanitary sewer to service the Bellevue subdivision currently under construction (exhibit attached). The work will take place approximately 195' south of the intersection of 116<sup>th</sup> St. and College Ave. Work is scheduled to begin upon Board approval and is expected to take 2 working days to complete.

The Department of Engineering recommends that the Board approve the requested lane restrictions and open pavement cuts conditioned upon the following requirements:

- 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).
- Access to all adjoining properties shall be maintained at all times.
- The petitioner agrees to work with the Department of Engineering on the establishment of a detour route prior to full closure of any streets. Signage identifying the street closure and detour route shall be placed prior to closure of the street and maintained for the duration of the work period.
- Any damage to the existing Improvements within any City of Carmel right-of-way shall be restored to the satisfaction of the City when work is completed.
- The petitioner understands that approval by the Board is for lane restrictions and open pavement cuts only.

Sincerely,

Jeremy Kashman, P.E.  
City Engineer

-  Road Closed Thru Traffic Only
-  Detour
-  Barricade



Google Earth

© 2020 Google





August 25, 2020

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

**RE: RIGHT OF WAY DEDICATION-REDD ROAD AND NOTTINGHAM WAY**

Dear Board Members:

Mr. John Pearson has requested the Board approve the Dedication of Public Right of Way for Nottingham Way and Redd Road.

On behalf of the City of Carmel, I would like to thank Mr. Pearson for this Dedication of Right of Way. I recommend the Board accept and sign this document.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Kashman", is written over a faint, larger version of the same signature.

Jeremy Kashman, P.E.  
City Engineer

**ATTACHMENT: DEDICATION DOCUMENTS**

**DEDICATION & DEED OF PUBLIC RIGHTS-OF-WAY**  
[Tax Parcel No. 17-13-06-00-029.000]

**THIS INDENTURE WITNESSETH:**

That Pearson Realty, LLC, an Indiana limited liability company ("Grantor"), the fee simple owner of the real property depicted and described on the attached Exhibits A & B ("Property") incorporated herein by this reference, which Property is located in the City of Carmel, Hamilton County, State of Indiana, hereby grants, conveys and warrants in fee simple and with no reversionary rights whatsoever retained, all of Grantor's rights, title, and interest in the Property, to the City of Carmel, Indiana, an Indiana municipal corporation ("Grantee"), subject to all existing easements and rights-of-way of record, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

The undersigned represent and warrant that they are the Members/Managers/Authorized Representatives of the Grantor; that Grantor is a limited liability company validly existing in the State of its origin and where required, in the State where the subject real estate is situated; that Grantor is the fee simple owner of the Property; that Grantor has full capacity to convey the Property; that they have full authority to execute and deliver this instrument on behalf of Grantor and that said authority has not been revoked; that they are therefore, fully authorized and empowered to convey the Property to the City of Carmel, Indiana, and that on the date of execution of this Dedication and Deed of Public Rights-of-Way, they had full authority to so act; and that all necessary action for the making of this conveyance has been duly taken.

The Grantor assumes and agrees to pay real estate taxes and assessments on the Property for 20 20 payable 20 21 and all prior years. This obligation shall survive the conveyance of the Property and shall be enforceable by the Grantee in the event of any non-payment.

*{Signature page to follow}*

IN WITNESS WHEREOF, Grantor has executed this Instrument to be effective as of the 25<sup>th</sup> day of August, 2020.

**GRANTOR:**

PEARSON REALTY, LLC,  
an Indiana limited liability company

By: [Signature]

Printed: John S Pearson III

Title: MANAGER

STATE OF INDIANA )

COUNTY OF Hamilton ) SS:

Before me, the undersigned NOTARY PUBLIC in and for said County and State, personally appeared John S Pearson III, the MANAGER of Pearson Realty, LLC, an Indiana limited liability company, who acknowledged executing the foregoing Dedication and Deed of Public Rights-of-Way for and on behalf of said limited liability company

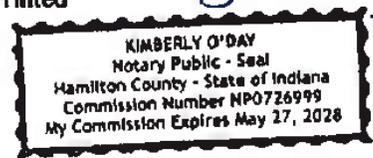
Witness my hand and Notarial Seal this 25 day of Aug, 2020.

My Commission No./Expiration  
May 27, 2028

[Signature]  
Notary Public

My County of Residence:  
Hamilton

Kimberly O'Day  
Printed



EXECUTED AND DELIVERED in my presence:

Angelique Coy  
Witness Signature

Angelique Coy  
Witness Printed Signature

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Hamilton )

Before me, a Notary Public in and for said County and State, personally appeared ~~[Insert Witness's Name]~~ Angelique Coy, being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by John S. Pearson, the MANAGER of Pearson Realty, LLC, an Indiana limited liability company in the above-named subscribing witness's presence, and that the abovenamed subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the transaction.

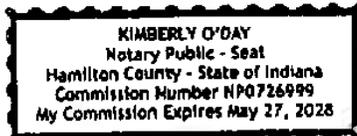
WITNESS my hand and Notarial Seal this 25 day of Aug, 2020.

My Commission Expires:  
May 27, 2028

[Signature]  
Notary Public

My County of Residence:  
Hamilton

Kimberly O'Day  
Printed



Grantee's Tax Mailing Address  
and after recording return to:  
City of Carmel  
One Civic Square  
Carmel, IN 46032

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each and every Social Security number from this document, unless it is required by law. *Douglas C. Haney*

Instrument prepared by: Douglas C. Haney, Corporation Counsel, City of Carmel, One Civic Square, Carmel, Indiana 46032.



# City of Carmel

## BOARD OF PUBLIC WORKS & SAFETY

### ACCEPTANCE OF DEDICATION & DEED OF PUBLIC RIGHTS-OF-WAY

WHEREAS, the foregoing Grantor having filed with the City of Carmel, Indiana, an Indiana municipal corporation ("City"), its Dedication and Deed of certain real property ("Property") to the City for the purpose of establishing City rights-of-way;

WHEREAS, the City believes that said fee simple conveyance of the Property is desirable, necessary and in the City's best interests; and

NOW THEREFORE, the City, by and through its Board of Public Works and Safety, hereby accepts said Dedication and Deed, and orders that the Dedication and Deed of Public Rights-of-Way described herein be recorded in the Recorder's Office of Hamilton County, Indiana, and that the Property be, and the same hereby is, declared open and dedicated to the City.

SO ORDERED:

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, 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 SUE WOLFGANG, Clerk of THE CITY OF CARMEL, who acknowledged the execution of the foregoing Dedication and Deed of Public Rights-of-Way on behalf of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

My Commission No./Expiration:  
\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Printed Name

My County of Residence: \_\_\_\_\_

**EXECUTED AND DELIVERED** in my presence by each of the foregoing signatories of the City of Carmel Board of Public Works and Safety:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Printed Name

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF HAMILTON    )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by each of the foregoing signatories of the City of Carmel Board of Public Works and Safety in the above-named subscribing witness's presence, and that the abovenamed subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the transaction.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

My Commission No./Expiration:  
\_\_\_\_\_

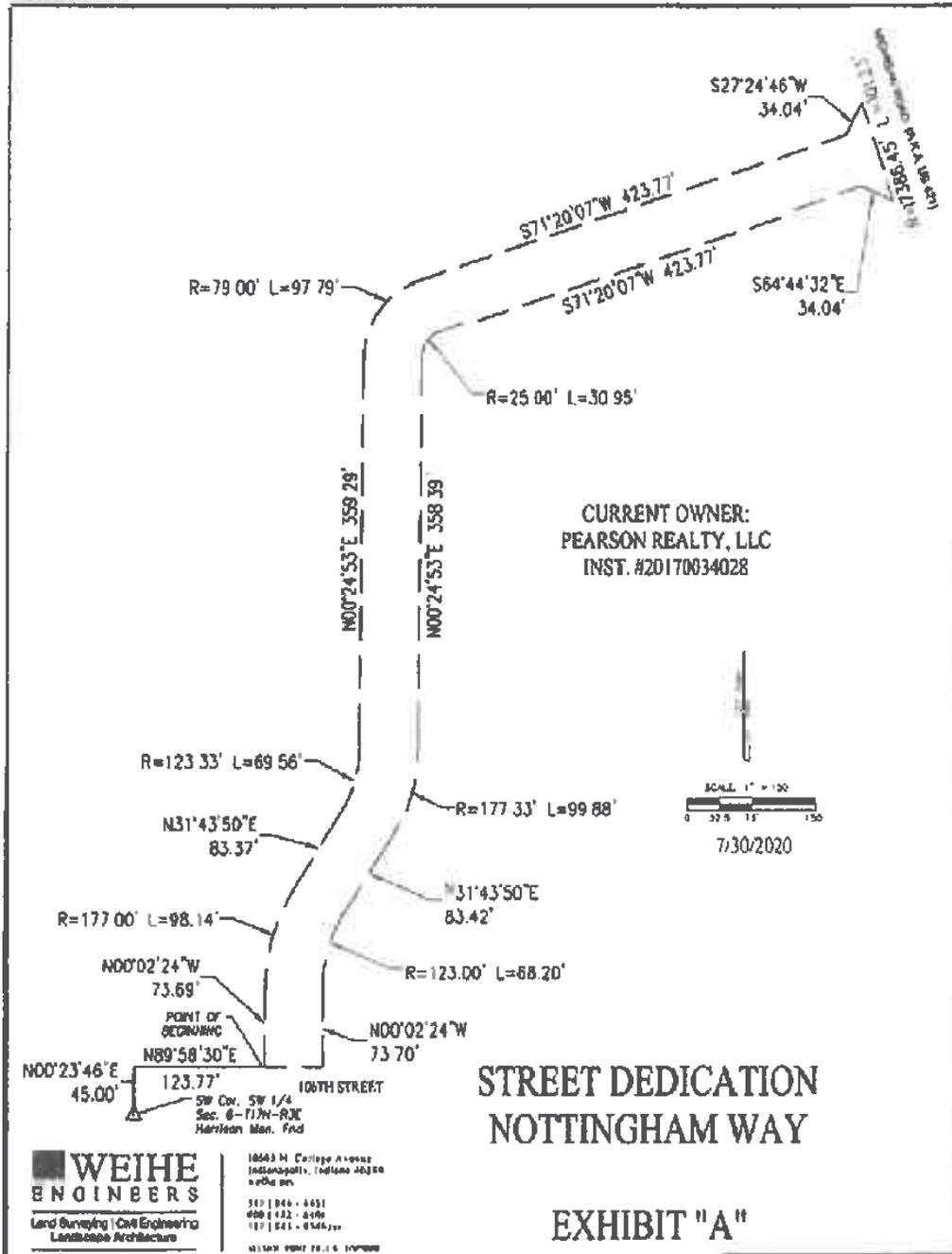
\_\_\_\_\_  
Notary Public

My County of Residence:  
\_\_\_\_\_

\_\_\_\_\_  
Printed

**EXHIBIT A**  
[Depiction of Property]

LOCATION: M:\2017\01\PELLE\Surveying\Exhibits\EXHIBIT A.dwg  
DATE: 07/30/2020 10:11:30 AM  
DRAWN BY: [Redacted]



**EXHIBIT B**  
**[Legal description of the Property]**

**[Attached]**

**STREET DEDICATION  
NOTTINGHAM WAY**

Part of the Southwest Quarter of Section 6, Township 17 North, Range 3 East of the Second Principal Meridian, Hamilton County, Indiana, described as follows:

Commencing at the Southwest Corner of said Southwest Quarter; thence along the west line thereof North 00 degrees 23 minutes 45 seconds East (bearings based on the Indiana State Plane Coordinate System (east zone) NAD 83 (2011) epoch 2010.0) 45.00 feet to the north Right of way line of 106th Street as described in Instrument No. 92-18371 in the office of the Recorder of Hamilton County, Indiana; thence along said north right-of-way line North 89 degrees 53 minutes 30 seconds East 123.77 feet to the Point of Beginning; thence North degrees 02 minutes 24 seconds West 73.69 feet to a point on a curve concave southeasterly having a radius of 177.00 feet and being subtended by a chord bearing North 15 degrees 50 minutes 41 seconds East 96.89 feet; thence Northeasterly along said curve 98.14 feet; thence North 31 degrees 43 minutes 50 seconds East 83.33 feet to a point on a curve concave northwesterly having a radius of 123.33 feet and being subtended by a chord bearing North 15 degrees 35 minutes 30 seconds East 68.64 feet; thence Northeasterly along said curve 69.56 feet; thence North 00 degrees 24 minutes 53 seconds East 359.29 feet to a point on a curve concave southeasterly having a radius of 79.00 feet and being subtended by a chord bearing North 35 degrees 52 minutes 30 seconds East 91.86 feet; thence Northeasterly along said curve 97.79 feet; thence North 71 degrees 20 minutes 07 seconds East 423.77 feet; thence North 27 degrees 24 minutes 46 seconds East 34.04 feet to the westerly line of the land of the State of Indiana as described in Instrument No. 200400069558 in said Recorder's office, said point being on a curve concave northeasterly having a radius of 17,388.45 feet and being subtended by a chord bearing South 18 degrees 39 minutes 56 seconds East 101.23 feet; thence Southeasterly along said curve and said westerly line 101.23 feet; thence North 64 degrees 44 minutes 32 seconds East 34.04 feet; thence South 71 degrees 20 minutes 07 seconds West 423.77 feet to a point on a curve concave southeasterly having a radius of 25.00 feet and being subtended by a chord bearing South 35 degrees 52 minutes 30 seconds West 29.00 feet; thence Southwesterly along said curve 30.95 feet; thence South 00 degrees 24 minutes 53 seconds West 358.39 feet to a point on a concave northwesterly having a radius of 177.33 feet and being subtended by a chord bearing South 15 degrees 34 minutes 48 seconds West 98.57 feet; thence Southwesterly along said curve 99.88 feet; thence South 31 degrees 43 minutes 50 seconds West 83.42 feet to a point on a curve concave southeasterly having a radius of 123.00 feet and being subtended by a chord bearing South 15 degrees 50 minutes 40 seconds West 87.33 feet; thence Southwesterly along said curve 88.20 feet; thence South 00 degrees 02 minutes 24 seconds East 73.70 feet to the aforesaid north right of way line of 106th Street; thence along said right of way line South 89 degrees 58 minutes 30 seconds West 54.00 feet to the point of beginning, containing 1.50 acres, more or less.

**STREET DEDICATION  
NOTTINGHAM WAY**

**WEIHE  
ENGINEERS**  
Land Surveying | Civil Engineering  
Landscape Architecture

10885 N. Collins Avenue  
Indianapolis, Indiana 46240  
317.844.4631  
317.844.4632  
317.844.4633  
www.weihe-engineers.com

**EXHIBIT "B"**

**DEDICATION & DEED OF PUBLIC RIGHTS-OF-WAY**  
[Tax Parcel Nos. 17-13-06-00-00-030.103 & 17-13-06-00-00-030.203]

**THIS INDENTURE WITNESSETH:**

That Nottingham, LLC, an Indiana limited liability company ("Grantor"), the fee simple owner of the real property depicted and described on the attached Exhibits A & B ("Property") incorporated herein by this reference, which Property is located in the City of Carmel, Hamilton County, State of Indiana, hereby grants, conveys and warrants in fee simple and with no reversionary rights whatsoever retained, all of Grantor's rights, title, and interest in the Property, to the City of Carmel, Indiana, an Indiana municipal corporation ("Grantee"), subject to all existing easements and rights-of-way of record, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

The undersigned represent and warrant that they are the Members/Managers/Authorized Representatives of the Grantor; that Grantor is a limited liability company validly existing in the State of its origin and where required, in the State where the subject real estate is situated; that Grantor is the fee simple owner of the Property; that Grantor has full capacity to convey the Property; that they have full authority to execute and deliver this instrument on behalf of Grantor and that said authority has not been revoked; that they are therefore, fully authorized and empowered to convey the Property to the City of Carmel, Indiana, and that on the date of execution of this Dedication and Deed of Public Rights-of-Way, they had full authority to so act; and that all necessary action for the making of this conveyance has been duly taken.

The Grantor assumes and agrees to pay real estate taxes and assessments on the Property for 20 21 payable 20 21 and all prior years. This obligation shall survive the conveyance of the Property and shall be enforceable by the Grantee in the event of any non-payment.

*[Signature page to follow]*



EXECUTED AND DELIVERED in my presence:

Angelique Coy  
Witness Signature

Angelique Coy  
Witness Printed Name

STATE OF INDIANA )  
COUNTY OF Hamilton ) SS:

Angelique Coy

Before me, a Notary Public in and for said County and State, personally appeared ~~[Insert Witness's Name]~~, being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by John S. Harrison, the MANAGER of Nottingham, L.L.C, an Indiana limited liability company in the above-named subscribing witness's presence, and that the abovenamed subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the transaction.

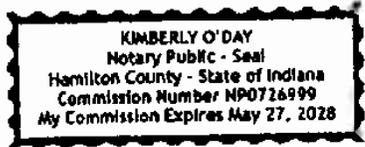
WITNESS my hand and Notarial Seal this 25 day of Aug, 2020.

My Commission No./Expiration:  
May 27, 2028

[Signature]  
Notary Public

My County of Residence:  
Hamilton

Kimberly O'Day  
Printed



Grantee's Tax Mailing Address  
and after recording return to:  
City of Carmel  
One Civic Square  
Carmel, IN 46032

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each and every Social Security number from this document, unless it is required by law. *Douglas C. Haney*

Instrument prepared by: Douglas C. Haney, Corporation Counsel, City of Carmel, One Civic Square, Carmel, Indiana 46032.



# City of Carmel

## BOARD OF PUBLIC WORKS & SAFETY

### ACCEPTANCE OF DEDICATION & DEED OF PUBLIC RIGHTS-OF-WAY

WHEREAS, the foregoing Grantor having filed with the City of Carmel, Indiana, an Indiana municipal corporation ("City"), its Dedication and Deed of certain real property ("Property") to the City for the purpose of establishing City rights-of-way;

WHEREAS, the City believes that said fee simple conveyance of the Property is desirable, necessary and in the City's best interests; and

NOW THEREFORE, the City, by and through its Board of Public Works and Safety, hereby accepts said Dedication and Deed, and orders that the Dedication and Deed of Public Rights-of-Way described herein be recorded in the Recorder's Office of Hamilton County, Indiana, and that the Property be, and the same hereby is, declared open and dedicated to the City.

SO ORDERED:

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, 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 SUE WOLFGANG, Clerk of THE CITY OF CARMEL, who acknowledged the execution of the foregoing Dedication and Deed of Public Rights-of-Way on behalf of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission No./Expiration:  
\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Printed Name

My County of Residence: \_\_\_\_\_

**EXECUTED AND DELIVERED** in my presence by each of the foregoing signatories of the City of Carmel Board of Public Works and Safety:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Printed Name

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF HAMILTON    )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by each of the foregoing signatories of the City of Carmel Board of Public Works and Safety in the above-named subscribing witness's presence, and that the abovenamed subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the transaction.

Witness my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission No./Expiration:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My County of Residence:  
\_\_\_\_\_

\_\_\_\_\_  
Printed



**EXHIBIT B**  
**[Legal description of the Property]**

**{Attached}**

### STREET DEDICATION REDD ROAD

A strip of land 58.00 feet in width across the lands of Nottingham, LLC as described in Instruments No. 200600072023 and 2018042558 being a part of the Southwest Quarter of Section 6, Township 17 North, Range 3 East of the Second Principal Meridian, Hamilton County, Indiana, laying 28.00 feet on each side of the following described centerline:

Commencing at the Southwest Corner of said Southwest Quarter; thence along the west line thereof North 00 degrees 23 minutes 45 seconds East (bearings based on the Indiana State Plane Coordinate System (east zone) NAD 83 (2011) epoch 2010.0) a distance of 754.78 feet; thence South 89 degrees 37 minutes 55 seconds East to the northwesterly line of Nottingham Way, an Access Easement recorded as Instrument No. 2017034029 in the office of the Recorder of Hamilton County, Indiana, said point being on a curve concave southeasterly having a radius of 79.00 feet, the radius point of said curve bears South 54 degrees 40 minutes 53 seconds East the next two courses are along the northwesterly line of Nottingham Way; thence Northeasterly along said curve 49.86 feet to the point of tangency which bears North 18 degrees 39 minutes 53 seconds West from the radius point; thence North 71 degrees 20 minutes 07 seconds East 175.15 feet to the Point of Beginning; thence perpendicular to said northwesterly line North 18 degrees 39 minutes 53 seconds West 57.12 feet to the point of curvature of a curve concave southwesterly having a radius of 150.00 feet, the radius point bears South 71 degrees 20 minutes 07 seconds West; thence Northwesterly along said curve 89.18 feet to the point of tangency which bears North 44 degrees 54 minutes 32 seconds East from the radius point; thence North 45 degrees 05 minutes 28 seconds West 123.21 feet to the point of curvature of a curve concave northeasterly having a radius of 150.00 feet the radius point bears North 44 degrees 54 minutes 32 seconds East; thence Northwesterly along said curve 110.88 feet to the point of tangency which bears South 87 degrees 15 minutes 46 seconds West from the radius point, thence North 02 degrees 44 minutes 14 seconds West 47.98 feet to the point of curvature of a curve concave southwesterly having a radius of 150.00 feet the radius point bears South 87 degrees 15 minutes 46 seconds West; thence Northwesterly along said curve 181.32 feet to the point of reverse curvature of a curve concave northeasterly having a radius of 150.00 feet, the radius point of the later curve bears North 18 degrees 00 minutes 07 seconds East; thence Northwesterly along said curve 11.13 feet to the north line of Nottingham, LLC as described in Instrument No. 2018042558, which bears South 22 degrees 15 minutes 10 seconds West from the radius point and the terminus of the easement, the sidelines are to be lengthened or shortened to terminate on the northwesterly line of Nottingham Way and the north line of Nottingham, LLC as described in Instrument No. 2018042558, containing 0.77 acre, more or less.

### STREET DEDICATION REDD ROAD

### EXHIBIT "B"

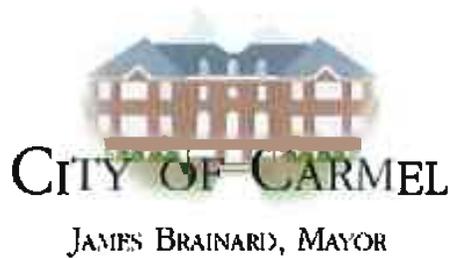
**WEIHE**  
ENGINEERS

Land Surveying | Civil Engineering  
Landscape Architecture

18365 N. College Avenue  
Indianapolis, Indiana 46228  
weihe.net

317.286.4888  
317.423.4182  
317.284.0548 fax

WEIHE ENGINEERS, P.C. 01/19/2018



August 19, 2020

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

**Re: Consent to Encroach (Raised Wood Deck) at 3310 Spruce Wood Ct**

Dear Board Members:

A Consent to Encroach document signed by Jasjit Mudhar, owner of the property with the common address 3310 Spruce Wood Court, 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 September 2, 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,

A handwritten signature in black ink, appearing to read "Jeremy Kashman", written over a white background.

**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 Jasjit Mudhar, 3310 Spruce Wood Ct, 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 120 ("Lot") in Woods at Shelborne, 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 5, Slide Number 708, Instrument Number 2017034993 in the Office of the Hamilton County Recorder on 7/21/2017, as The Woods at Shelborne, Section Number 2 (the "Plat"); and

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

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

WHEREAS, the Site Improvement will be constructed on portions of the Lot designated as 20' Storm Sewer Easement, identified as "20' Storm Sewer Easement" 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"

Jasjit Mudhar



Signature

Date:

8/7/2020



STATE OF INDIANA

COUNTY OF Hamilton )  
Marion ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Jasjit Mudhar, 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 7<sup>th</sup> day of August, 2020

My Commission Expires:

1-1-2026



NOTARY PUBLIC

Printed Name

Jessica Craney

My County of Residence:

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**

**THE WOODS AT SHELBORNE  
SECTION TWO**

I, the undersigned Registered Land Surveyor hereby certify that the included plat correctly represents a subdivision of part of the Northwest Quarter of Section 32, Township 18 North, Range 3 East, Clay Township, Hamilton County, Indiana more particularly described as follows:

Commencing at the southwest corner of the Northwest Quarter of said Section 32, thence North 00 degrees 05 minutes 12 seconds East 660.00 feet along the West line of said Northwest Quarter; thence North 89 degrees 28 minutes 29 seconds East 1,745.00 feet to a point on the East boundary of The Woods at Shelborne, Section 1 recorded as Instrument Number 2015-050827 in the Office of the Recorder for Hamilton County, Indiana, said point also being the POINT OF BEGINNING of this description; thence continuing North 89 degrees 28 minutes 29 seconds East 911.53 feet to a point on the East line of the aforesaid Northwest Quarter; thence South 00 degrees 02 minutes 49 seconds West 660.00 feet along said East line to the southeast corner of said Northwest Quarter; thence South 89 degrees 28 minutes 29 seconds West along the South line of said Northwest Quarter 1,531.99 feet to the aforesaid East boundary of The Woods at Shelborne, Section 1; the next three(3) calls being on and along said East boundary; (1) North 79 degrees 18 minutes 58 seconds East 178.09 feet; (2) North 56 degrees 49 minutes 17 seconds East 398.87 feet; (3) North 15 degrees 08 minutes 28 seconds East 429.29 feet to the place of beginning, containing 16.102 acres, more or less.

**SURVEYOR'S CERTIFICATE**

This subdivision consists of 23 lots numbered 103 - 125, (all inclusive) and 4 Common Areas labeled Common Area "E", "F", "G", and "H". The size of lots and width of street are shown in feet and decimal parts thereof.

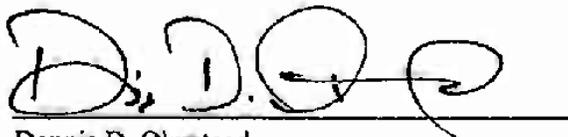
Cross-reference is hereby made to a survey prepared by Stoepelwerth & Associates recorded as Instrument Number 2014028121 in the Office of the Recorder for Hamilton County, Indiana.

All monuments shown hereon exist prior to the recording of this plat or will be set within two (2) years of its recording. The location, size, type and material are accurately shown herein.

All requirements specified in the subdivision ordinance of the City of Carmel have been met.

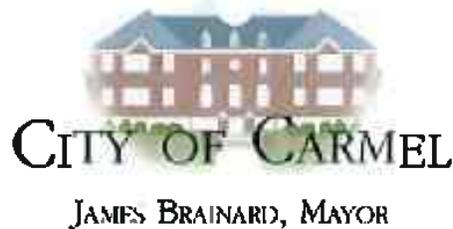
I, further certify that I am licensed in compliance with the laws of the State of Indiana and that the within plat represents a subdivision of the lands surveyed within the cross referenced survey plat, and that to the best of my knowledge and belief there has been no change from the matters of survey revealed by the cross-reference survey on any lines that are common with the new subdivision.

Witness my signature this 5<sup>th</sup> day of July, 2017.



Dennis D. Olmstead  
Registered Land Surveyor  
No. 900012





August 19, 2020

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

**Re: Request for Variance (Raised Wood Deck) at 3310 Spruce Wood Ct**

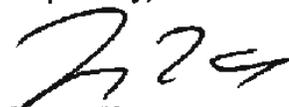
Dear Board Members:

Jasjit Mudhar, owner of the property with the common address 3310 Spruce Wood Ct, has requested a variance from Carmel City Code Section §6-227 (a)(4) for the installation of a raised wooden deck within a portion of the lot designated as an easement. Generally, the improvement is proposed to be installed at the location indicated on the attached exhibit.

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

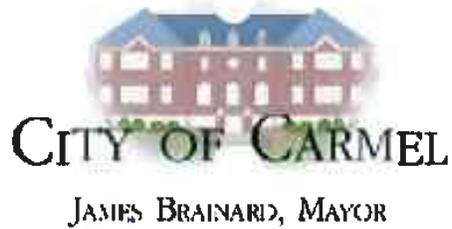
1. Petitioners enter into a Consent-to-Encroach Agreement with the City and record the Agreement. (we will record the agreement for you)
2. Petitioners (and successors and assigns) agree to remedy any drainage issues resulting from the installation of the improvement that, in the opinion of the City, 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.
4. Petitioner shall obtain an agreement with the Hamilton County Drainage Board, if applicable, for the encroachment within the easement in a Regulated Subdivision.

Respectfully,



**Jeremy Kashman, PE**  
City Engineer





August 25, 2020

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

**RE: BENNET SUBDIVISION REPLAT – THREE FORKS PRESERVE-**

Dear Board Members:

Karen Sutton with Weihe Engineers has requested the replat of the Bennet Subdivision, known as Three Forks Preserve, 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