

City of Carmel

Common Council

January 5, 2015
6:00 P.M.

**COMMON COUNCIL
MEETING AGENDA
MONDAY, JANUARY 5, 2015 – 6:00 P.M.
COUNCIL CHAMBERS/CITY HALL/ONE CIVIC SQUARE**

MEETING CALLED TO ORDER

1. INVOCATION
2. PLEDGE OF ALLEGIANCE
3. RECOGNITION OF CITY EMPLOYEES AND OUTSTANDING CITIZENS
4. APPROVAL OF MINUTES
 - a. December 15, 2014 Regular Meeting
 - b. December 18, 2014 Special Meeting
5. RECOGNITION OF PERSONS WHO WISH TO ADDRESS THE COUNCIL
6. COUNCIL, MAYORAL AND CLERK-TREASURER COMMENTS/OBSERVATIONS
7. ACTION ON MAYORAL VETOES
8. CLAIMS
 - a. Payroll - \$1,406,993.23
 - b. General Claims - \$1,227,488.00
 - c. Retirement
9. COMMITTEE REPORTS
 - a. Finance, Administration and Rules Committee
 - b. Land Use, Annexation and Economic Development Committee
 - c. Parks, Recreation and Arts Committee
 - d. Utilities, Transportation and Public Safety Committee
 - e. Report from the Carmel Redevelopment Commission

10. **OLD BUSINESS**

- a. **Third Reading of Ordinance D-2190-14**; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending Carmel City Code Section 8-120 (*Specific Locations of Stop & Yield Intersections Designated*) and its “Schedule A; Sponsor(s): Councilor(s) Finkam, Carter and Rider. Remains in the Utilities, Transportation and Public Safety Committee.
- b. **Third Reading of Ordinance D-2198-14**; An Ordinance of the Common Council of the City of Carmel, Indiana, Adding Chapter 2, Article 5, Section 2-188 (*Historic Preservation for the City of Carmel*) (b)(9) to the Carmel City Code; Sponsor(s): Councilor(s) Carter and Finkam. Remains in the Finance, Administration and Rules Committee.
- c. **Third Reading of Ordinance D-2199-14**; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending Chapter 3, Article 1, Division II, Section 3-18 (*Order of Business*) of the Carmel City Code; Sponsor(s): Councilor(s) Carter and Finkam. Remains in the Finance, Administration and Rules Committee.
- d. **Second Reading of Ordinance D-2201-14**; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending Chapter 3, Article 1, Division II, Section 3-15(a)(4) (*Clerk of the Council*) of the Carmel City Code; Sponsor(s): Councilor(s) Finkam, Carter and Rider. Remains in the Finance, Administration and Rules Committee.
- e. **Resolution CC-11-17-14-01**; A Resolution of the Common Council of the City of Carmel, Indiana, Regarding an Intergovernmental Transfer of Real Property Interest (*130 1st Avenue SW*); Sponsor(s): Councilor(s) Snyder and Rider. Remains in the Land Use, Annexation and Economic Development Committee.

11. **PUBLIC HEARINGS**

- a. **First Reading of Ordinance Z-599-15**; An Ordinance of the Common Council of the City of Carmel, Indiana, Establishing the Midtown Carmel (*Located between the Monon Trail and Rangeline Road;*) Planned Unit Development District; Sponsor(s): Councilor(s) Seidensticker, Finkam, Rider and Snyder.

12. **NEW BUSINESS**

- a. **Resolution CC-01-05-15-01**; A Resolution of the Common Council of the City of Carmel, Indiana, Amending the Contract with the Carmel Professional Firefighters Association (*Local 4444*); Sponsor(s): Councilor(s) Carter and Finkam.
- b. **Resolution CC-01-05-15-02**; A Resolution of the Common Council of the City of Carmel, Indiana, Amending the Contract with the Carmel Fraternal Order of Police (*Lodge 185*); Sponsor: Councilor Seidensticker.

13. **OTHER BUSINESS**

14. **ANNOUNCEMENTS**
15. **EXECUTION OF DOCUMENT**
16. **ADJOURNMENT**

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COMMON COUNCIL MEETING MINUTES

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MONDAY, DECEMBER 15, 2014 – 6:00 P.M.
COUNCIL CHAMBERS/CITY HALL/ONE CIVIC SQUARE

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MEMBERS PRESENT:

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Mayor James Brainard, Council President W. Eric Seidensticker, Sue Finkam, Carol Schleif, Richard L. Sharp, Luci Snyder, Ronald E. Carter, Kevin D. Rider, Clerk-Treasurer Diana L. Cordray and Deputy Clerk Lois Craig.

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Mayor Brainard called the meeting to order at 6:01 p.m.

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Mayor Brainard declared December 15, 2014 as Pastor Greg McGarvey day in the City of Carmel. Pastor McGarvey will be retiring from Carmel United Methodist Church after 14 years of service.

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Pastor Greg McGarvey, Carmel United Methodist Church, pronounced the Invocation.

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Mayor Brainard led the Pledge of Allegiance.

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RECOGNITION OF CITY EMPLOYEES AND OUTSTANDING CITIZENS:

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Pastor Greg McGarvey, Carmel United Methodist Church.

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APPROVAL OF MINUTES:

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Councilor Sharp made a motion to approve minutes from the November 17, 2014 Regular Meeting. Councilor Schleif seconded. There was no Council discussion. Council President Seidensticker called for the vote. Minutes were approved 6-0 (Councilor Seidensticker abstained).

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Councilor Sharp made a motion to approve minutes from the December 1, 2014 Special Meeting. Councilor Rider seconded. There was no Council discussion. Council President Seidensticker called for the vote. Minutes were approved 4-0 (Councilors Finkam, Schleif and Seidensticker abstained).

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RECOGNITION OF PERSONS WHO WISH TO ADDRESS THE COUNCIL:

Stephen Brooks addressed the Council regarding Councilor Rider's conflict of interest and also presented a letter to be included with the minutes (Attachment 1).

John Accetturo addressed the Council in favor of development in the City and concerns regarding Resolution CC-10-06-14-03, Resolution CC-10-06-14-04 and Resolution CC-11-03-14-01.

Ronald Ogle addressed the Council regarding his concerns about police militarization and also discussed bicycle safety.

47 **COUNCIL, MAYORAL AND CLERK-TREASURER COMMENTS/OBSERVATIONS:**

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49 Councilors Rider and Carter addressed the Council and responded to Mr. Brooks.

50

51 Councilor Snyder addressed the Council regarding the Hamilton County Humane Society.

52

53 Councilor Sharp addressed the Council regarding the resent attacks on Clerk-Treasurer Diana L.

54 Cordray and her staff and read Diana's awards, achievements and recognition from 1995 through today.

55

56 **ACTION ON MAYORAL VETOES:**

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58 There were none. Council President Seidensticker addressed Councilor Finkam's recent request
59 correcting the minutes from December 1, 2014 regarding vetoes. The December 1, 2014 minutes had
60 not been presented to the Council at the time of her request. Council President Seidensticker read
61 Section 3-27(d) (*Approval/Disapproval y Mayor of all Council Ordinances*) from the Carmel City Code.

62

63 **CLAIMS:**

64

65 Councilor Schleif made a motion to approve payroll in the amount of \$1,422,756.76. Councilor Snyder
66 seconded. There was no Council discussion. Council President Seidensticker called for the vote.
67 Payroll was approved 7-0.

68

69 Councilor Schleif made a motion to approve claims in the amount of \$3,345,584.83. Councilor Snyder
70 seconded. There was no Council discussion. Council President Seidensticker called for the vote.
71 Claims were approved 7-0.

72

73 Wire Transfers; Month of November 2014. Councilor Schleif made a motion to acknowledge wire
74 transfers in the amount of \$1,281,290.83. Councilor Snyder seconded. There was no Council
75 discussion. Council President Seidensticker called for the vote. Wire Transfers were acknowledged
76 7-0.

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78 **COMMITTEE REPORTS:**

79

80 Councilor Snyder reported that the Finance, Administration and Rules Committee had met. The
81 committee report will be given when the items appear on the agenda.

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83 Councilor Sharp reported that the Land Use, Annexation and Economic Development Committee had
84 met and discussed Ordinance Z-598-14, Resolution CC-10-06-14-03, Resolution CC-10-06-14-04 and
85 Resolution CC-11-03-14-01. The committee report will be given when the item appears on the agenda.

86

87 Councilor Carter reported that the Parks, Recreation and Arts Committee had not met.

88

89 Councilor Schleif reported that the Utilities, Transportation and Public Safety Committee had met and
90 discussed Ordinance D-2190-14. This item remains in committee.

91

92 Dave Bowers, Council representative on the Carmel Redevelopment Commission (CRC), was available
93 for questions of the Council regarding the financial activities of the Carmel Redevelopment
94 Commission. There was brief Council discussion. Mr. Bowers referred to Corrie Meyer, Executive
95 Director, Carmel Redevelopment Commission to address the Council. Councilor Sharp asked Mrs.

96 Meyer if the CRC had prepared an analysis to see what the CRC had netted (Palladium roof) on the
97 settlement of legal fees, consulting costs, engineering costs and repair costs and then the final settlement.
98 Councilor Sharp also asked that the analysis be presented at the next Council meeting. Mrs. Meyer
99 presented the 2015 Carmel Redevelopment Commission updated budget to the Council. Council
100 President Seidensticker requested that Mrs. Meyer again present the 2015 Carmel Redevelopment
101 Commission updated budget to the Council at their first meeting in January, 2015
102

103 Winston Long, President, Carmel Cable & Telecommunications Commission, presented an update and
104 report on AT & T. The completed installation of equipment for AT & T will go “Live” the middle of
105 December. There was brief Council discussion.
106

107 **OLD BUSINESS**

108

109 Council President Seidensticker announced the **Fourth Reading of Ordinance D-2194-14**; An
110 Ordinance of the Common Council of the City of Carmel, Indiana, Authorizing and Approving an
111 Additional Appropriation of Funds from the Operating Balance of the Rainy Day Fund (*\$613,200 To*
112 *Repair The Reflecting Pool*). Councilor Snyder addressed the Council. Councilor Sharp made a motion
113 to approve Ordinance D-2194-14. Councilor Rider seconded. There was no Council discussion.
114 Council President Seidensticker called for the vote. **Ordinance D-2194-14 FAILED** 1-6 (Councilors
115 Finkam, Schleif, Sharp, Seidensticker, Snyder and Rider opposed).
116

117 Council President Seidensticker announced the **Second Reading of Ordinance D-2190-14**; An
118 Ordinance of the Common Council of the City of Carmel, Indiana, Amending Carmel City Code Section
119 8-120 (*Specific Locations of Stop & Yield Intersections Designated – Schedule A*) and its “Schedule A;
120 Sponsor(s): Councilor(s) Finkam, Carter and Rider. Remains in the Utilities, Transportation and Public
121 Safety Committee. This item was not discussed.
122

123 Council President Seidensticker announced the **Second Reading of Ordinance D-2198-14**; An
124 Ordinance of the Common Council of the City of Carmel, Indiana, Adding Chapter 2, Article 5, Section
125 2-188 (*Historic Preservation for the City of Carmel*) (b)(9) to the Carmel City Code; Sponsor(s):
126 Councilor(s) Carter and Finkam. Remains in the Finance, Administration and Rules Committee. This
127 item was not discussed.
128

129 Council President Seidensticker announced the **Second Reading of Ordinance D-2199-14**; An
130 Ordinance of the Common Council of the City of Carmel, Indiana, Amending Chapter 3, Article 1,
131 Division II, Section 3-18 (*Order of Business*) of the Carmel City Code; Sponsor(s): Councilor(s) Carter
132 and Finkam. Remains in the Finance, Administration and Rules Committee. This item was not
133 discussed.
134

135 Council President Seidensticker announced the **Third Reading of Ordinance Z-598-14**; An Ordinance
136 of the Common Council of the City of Carmel, Indiana, Establishing the Sunrise on the Monon (*77.85*
137 *Acres of Real Estate located at 9800 and 9876 Westfield Boulevard*) Planned Unit Development
138 District). Councilor Sharp presented the Land Use, Annexation and Economic Development Committee
139 report to the Council. This item was referred back to the Council with a 3-1 positive recommendation.
140 Councilor Schleif made a motion to amend Ordinance Z-598-14 by inserting the following verbiage on
141 line 584: *All trees to be planted in the Bufferyard areas shall be ten (10) feet in height when planted.*
142 Councilor Sharp seconded. There was no Council discussion. Council President Seidensticker called
143 for the vote. The motion to amend Ordinance Z-598-14 was approved 7-0. Councilor Finkam made a

144 motion to approve Ordinance Z-598-14 As Amended. Councilor Schleif seconded. There was no
145 Council discussion. Council President Seidensticker called for the vote.

146 **Ordinance Z-598-14 As Amended** was adopted 6-1 (Councilor Sharp opposed).

147

148 Without objection from the Council, Council President Seidensticker moved item 10. (h) to this place on
149 the agenda.

150

151 Council President Seidensticker announced **Resolution CC-12-15-14-05 (Formerly CC-11-03-14-01)**;

152 A Resolution of the Common Council of the City of Carmel, Indiana Approving the Issuance of Bonds
153 of the City of Carmel Redevelopment District (*Construction, Improvement and/or Equipping Certain*
154 *Local Public Improvements, Redevelopment Projects and Other Capital Improvements Serving the*
155 *Carmel Downtown Economic Development Area and The City Center Redevelopment Area; Park East*
156 *Parking Garage, Veterans Way, Baldwin Building, Chambers Building, Holland Building, Playfair*
157 *Building, Spanish Steps, Rangeline Road Entrance and the Kent Building). Councilor Sharp presented*
158 *the Land Use, Annexation and Economic Development Committee report to the Council. This item was*
159 *referred back to the Council with no recommendation. Councilor Snyder presented the Finance,*
160 *Administration and Rules Committee report to the Council. This item was referred back to the Council*
161 *with a 3-0 unanimous favorable recommendation. Councilor Rider made a motion to approve*
162 *Resolution CC-12-15-14-05. Councilor Sharp seconded. Councilor Sharp addressed the Council and*
163 *presented conceptual drawings of the history of the Carmel City Center plans starting in 2005 to the*
164 *present. Councilor Rider referred to Bruce Donaldson, Attorney, Barnes & Thornburg and Corrie*
165 *Meyer, Executive Director, Carmel Redevelopment Commission, to address the Council. There was*
166 *brief Council discussion. Council President Seidensticker passed the gavel to Councilor Sharp to*
167 *address the Council. Councilor Sharp called for the vote. Resolution CC-12-15-14-05 was adopted 4-3*
168 *(Councilors Schleif, Sharp and Seidensticker opposed).*

169

170 Council President Seidensticker reclaimed the gavel from Councilor Sharp.

171

172 Council President Seidensticker announced **Resolution CC-12-15-14-03 (Formerly CC-10-06-14-03)**;

173 A Resolution of the Common Council of the City of Carmel, Indiana, Approving Certain Matters in
174 Connection with the Carmel Downtown Economic Development Area (*Designating Motor Court East*
175 *and West Allocation Area and the Pedcor Office 5 Allocation Area). Councilor Snyder presented the*
176 *Finance, Administration and Rules Committee report to the Council. This item was referred back to the*
177 *Council with a 3-0 unanimous favorable recommendation. Councilor Sharp made a motion to approve*
178 *Resolution CC-12-15-14-03. Councilor Schleif seconded. There was brief Council discussion. Council*
179 *President Seidensticker called for the vote. Resolution CC-12-15-14-03 was adopted 7-0.*

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181 Council President Seidensticker announced **Resolution CC-12-15-14-04 (Formerly CC-10-06-14-04)**;

182 A Resolution of the Common Council of the City of Carmel, Indiana, Approving Certain Matters in
183 Connection with the City Center Redevelopment Area (*Designating the Kent Building Allocation Area*).
184 Councilor Snyder presented the Finance, Administration and Rules Committee report to the Council.
185 This item was referred back to the Council with a 3-0 unanimous favorable recommendation. Councilor
186 Sharp made a motion to approve Resolution CC-12-15-14-04. Councilor Schleif seconded. There was
187 no Council discussion. Council President Seidensticker called for the vote.

188 **Resolution CC-12-15-14-04** was adopted 7-0.

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190 Council President Seidensticker announced **Resolution CC-11-17-14-01**; A Resolution of the Common
191 Council of the City of Carmel, Indiana, Regarding an Intergovernmental Transfer of Real Property

192 Interest (*130 1st Avenue SW*); Sponsor(s): Councilor(s) Snyder and Rider. Remains in the Land Use,
193 Annexation and Economic Development Committee. This item was not discussed.

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195 **PUBLIC HEARINGS**

196

197 There were none.

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199 **NEW BUSINESS**

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201 Council President Seidensticker announced the **First Reading of Ordinance D-2200-14**; An Ordinance
202 of the Common Council of the City of Carmel, Indiana, Amending Chapter 2, Article 4, Section
203 2-114(a) (*Petty Cash Funds for City Departments*) of the Carmel City Code. Councilor Rider made a
204 motion to move this item into business. Councilor Schleif seconded. Councilor Snyder addressed the
205 Council and referred to Assistant City Attorney, Ashley Ulbricht, to present this item to the Council.
206 There was brief Council discussion. Councilor Snyder made a motion to suspend the rules and not send
207 this item to committee and vote this evening. Councilor Rider seconded. There was no Council
208 discussion. Council President Seidensticker called for the vote. The motion was approved 7-0. Clerk-
209 Treasurer, Diana L. Cordray, addressed the Council. Councilor Snyder made a motion to approve
210 Ordinance D-2200-14. Councilor Finkam seconded. There was no Council discussion. Council
211 President Seidensticker called for the vote. **Ordinance D-2200-14** was adopted 7-0.

212

213 Council President Seidensticker announced the **First Reading of Ordinance D-2201-14**; An Ordinance
214 of the Common Council of the City of Carmel, Indiana, Amending Chapter 3, Article 1, Division II,
215 Section 3-15(a)(4) (*Clerk of the Council*) of the Carmel City Code. Councilor Finkam made a motion to
216 move this item into business. Councilor Carter seconded. Councilor Finkam presented this item to the
217 Council. There was brief Council discussion. Clerk-Treasurer, Diana L. Cordray, addressed the
218 Council. Council President Seidensticker referred Ordinance D-2201-14 to the Finance, Administration
219 and Rules Committee for further review and consideration.

220

221 Council President Seidensticker announced **Resolution CC-12-15-14-01**; A Resolution of the Common
222 Council of the City of Carmel, Indiana, Authorizing a Transfer of Funds by the City of Carmel City
223 Council (*\$45,000 from Legal Fees into Health Insurance*). Councilor Rider made a motion to move this
224 item into business. Councilor Sharp seconded. Council President Seidensticker passed the gavel to
225 Councilor Sharp to present this item to the Council and made a motion to approve Resolution
226 CC-12-15-14-01. Councilor Snyder seconded. There was no Council discussion. Councilor Sharp
227 called for the vote. **Resolution CC-12-15-14-01** was adopted 7-0.

228

229 Council President Seidensticker reclaimed the gavel from Councilor Sharp.

230

231 Council President Seidensticker announced **Resolution CC-12-15-14-02**; A Resolution of the Common
232 Council of the City of Carmel, Indiana, Authorizing a Transfer of Funds in the 2014 Department of
233 Engineering Budget (*\$165,000 total; \$140,000 from FT Regular and \$25,000 from Deferred Comp to*
234 *Other Contracted Services*). Councilor Sharp made a motion to move this item into business. Councilor
235 Snyder seconded and presented this item to the Council. Jeremy Kashman, City Engineer, addressed the
236 Council. There was no Council discussion. Councilor Rider made a motion to approve Resolution
237 CC-12-15-14-02. Councilor Sharp seconded. There was no Council discussion. Council President
238 Seidensticker called for the vote. **Resolution CC-12-15-14-02** was adopted 7-0.

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OTHER BUSINESS

a. Election of 2015 Council President.

Councilor Snyder nominated Councilor Sharp for 2015 Council President. Councilor Schleif seconded. There were no other nominations. Councilor Snyder made a motion to close nominations. Councilor Schleif seconded. There was no Council discussion. Councilor Sharp was appointed the 2015 Council President by acclamation.

b. City Council Appointments:

1. Carmel City Center Community Development Corporation (“4CDC”) (Term expires 12/31/15, one year term) One appointment. John Clair was reappointed to the Carmel City Center Community Development Corporation by acclamation.
2. Carmel Ethics Commission (Term expires 1/1/17, two year term); One appointment (Republican). Bob Wallace was reappointed to the Carmel Ethics Commission by acclamation.
3. Carmel Fire Department Merit Board (Term expires 1/1/17, two year term); One appointment. Don Stauder was reappointed to the Carmel Fire Department Merit Board by acclamation.
4. Carmel Police Department Merit Board (Terms expires 1/1/17, two year term); One appointment. Alana Shane was reappointed to the Carmel Police Department Merit Board by acclamation.
5. Carmel Redevelopment Commission (Term expires 12/31/15, one year term); Two appointments. Councilor Sharp made a motion to reappoint Dave Bowers. Councilor Sharp made a motion to nominate Robert Dalzell. Councilor Rider seconded. There were no other nominations. Councilor Rider made a motion to close nominations. Councilor Sharp seconded. Dave Bowers and Robert Dalzell were appointed to the Carmel Redevelopment Commission.

ANNOUNCEMENTS

There were none.

EXECUTION OF DOCUMENT

ADJOURNMENT

Council President Seidensticker adjourned the meeting at 8:06 p.m.

290 Respectfully submitted,

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Clerk-Treasurer Diana L. Cordray, IAMC

Approved,

James Brainard, Mayor

ATTEST:

Diana L. Cordray, IAMC, Clerk-Treasurer

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COMMON COUNCIL
SPECIAL MEETING MINUTES
THURSDAY, DECEMBER 18, 2014 – 8:30 A.M.
COUNCIL CHAMBERS/CITY HALL/ONE CIVIC SQUARE

MEMBERS PRESENT:

Council President W. Eric Seidensticker, Council Members Carol Schleif, Richard L. Sharp, Luci Snyder, Kevin D. Rider and Deputy Clerk Lois Craig

Mayor James Brainard, Clerk-Treasurer Diana L. Cordray, Council Finkam and Councilor Carter were not in attendance.

Council President Seidensticker called the meeting to order at 8:30 a.m.

CLAIMS

Councilor Sharp made a motion to approve claims in the amount of \$2,929,517.34. Councilor Snyder seconded. There was no Council discussion. Council President Seidensticker called for the vote. Claims were approved 5-0.

EXECUTION OF DOCUMENT

ADJOURNMENT

Council President Seidensticker adjourned the meeting at 8:30:15 a.m.

Respectfully submitted,

Clerk-Treasurer Diana L. Cordray, IAMC

Approved,

James Brainard, Mayor

ATTEST:

Diana L. Cordray, IAMC, Clerk-Treasurer

CITY OF CARMEL FUNDS & DEPARTMENTAL ACCOUNT NUMBERS

101	GENERAL FUND	220	BARRETT LAW FUND
	1110 POLICE DEPARTMENT	301	MEDICAL ESCROW FUND
	1115 COMMUNICATIONS CENTER	302	WORKER'S COMP SELF INSURANCE FUND
	1120 FIRE DEPARTMENT	401	2002 COIT BOND & INTEREST
	1125 PARKS DEPARTMENT-COUNCIL APPROVAL NOT REQUIRED	403	LEASE/RENTAL FUND
	1150 BOARD OF PUBLIC WORKS	404	2002 COIT CONSTRUCTION
	1160 MAYOR	500	CENTER FOR PERFORMING ARTS FUND
	1180 DEPARTMENT OF LAW	501	DNR/TREE CITY GRANT FUND
	1190 PLANNING COMMISSION	502	CLERK OF COURTS RECORD PREPETUATION FUND
	1192 DEPT OF COMMUNITY SERVICES	503	CITY COURT INTERPRETER FUND
	1195 DEPT OF ADMINISTRATION	504	SUPPORT FOR THE ARTS FUND
	1201 HUMAN RESOURCES	505	CITY COURT PUBLIC DEFENDER SERVICES FUND
	1202 INFORMATION SYSTEMS	506	CITY COURT OPERATIONS FUND
	1203 COMMUNITY RELATIONS	507	CARMEL HISTORIC PRESERVATION FUND
	1205 GENERAL ADMINISTRATION	601	WATER OPERATING FUND
	1207 BROOKSHIRE GOLF COURSE	602	METER DEPOSIT FUND
	1208 PAC OPERATIONS	604	WATER DEPRECIATION FUND
	1301 COURT	605	WATER BOND & INTEREST
	1401 COMMON COUNCIL	606	WATER SINKING FUND
	1701 CLERK-TREASURER	609	WATER CONNECTION FUND
	1801 REDEVELOPMENT DEPARTMENT	610	WATER AVAILABILITY FUND
102	AMBULANCE CAPITAL FUND	612	WATER CONSTRUCTION FUND
103	PARKS CAPITAL FUND-COUNCIL APPROVAL NOT REQUIRED	651	SEWER OPERATING FUND
106	PARK IMPACT FEE FUND	652	SEWER DEPRECIATION FUND
107	HAZ MAT RESPONSE FUND	653	SEWER BOND & INTEREST
108	PARKS PROGRAM FUND-COUNCIL APPROVAL NOT REQUIRED	654	SEWER CONSTRUCTION FUND
	1081 BEFORE & AFTER CARE PROGRAM	659	SEWER CONNECTION FUND
	1082 CAMPS	660	SEWER AVAILABILITY FUND
109	PARKS MONON FUND-COUNCIL APPROVAL NOT REQUIRED	699	SOLID WASTE OPERATING FUND
	1091 MONON CENTER ADMINISTRATION	801	POLICE PENSION FUND
	1092 MONON GUEST SERVICES	802	FIRE PENSION FUND
	1093 MONON FACILITIES MAINTENANCE	851	FIRE GIFT FUND
	1094 MONON AQUATICS	852	POLICE GIFT FUND
	1095 MONON FOOD SERVICES	853	PARKS GIFT FUND-COUNCIL APPROVAL NOT REQUIRED
202	LOCAL ROAD & STREET FUND	904	CARMEL HOUSING AUTHORITY
203	CUM CAP IMPROVEMENT FUND	911	LAW ENFORCEMENT AID FUND
206	CUM CAP SEWER FUND	912	RAINY DAY FUND
209	DEFERRAL FUND	919	THOROUGHFARE FUND
210	USER FEE FUND	920	KEYSTONE AVENUE NON-REVERTING
211	CUM CAP DEVELOPMENT FUND	999	LEVY EXCESS FUND
212	ILLINOIS ST PROJECT FUND		

SUNGARD PENTAMATION, INC.
 DATE: 12/30/2014
 TIME: 08:55:57

CITY OF CARMEL
 ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 1
 acctpaylcrn

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
CARMEL UTILITIES	240489	12/23/14	1022323900	2201-4348500	61.02	
CARMEL UTILITIES	240489	12/23/14	1102158301	2201-4348500	608.45	
CARMEL UTILITIES	240489	12/23/14	1712423900	2201-4348500	40.68	
CARMEL UTILITIES	240489	12/23/14	1792580200	2201-4348500	20.34	
						730.49
DUKE ENERGY	240490	12/23/14	1590-3701-01-0	2201-4348000	14.24	
DUKE ENERGY	240490	12/23/14	3010-3704-01-0	2201-4348000	29.81	
DUKE ENERGY	240490	12/23/14	9570-3663-01-0	2201-4348000	45.06	
DUKE ENERGY	240490	12/23/14	9880-3769-01-0	2201-4348000	43.08	
DUKE ENERGY	240490	12/23/14	3010-3694-02-3	2201-4348000	49.48	
DUKE ENERGY	240490	12/23/14	6450-3695-01-2	2201-4348000	18.58	
DUKE ENERGY	240490	12/23/14	8770-3684-01-5	2201-4348000	17.91	
DUKE ENERGY	240490	12/23/14	3890-3706-01-2	2201-4348000	31.11	
DUKE ENERGY	240490	12/23/14	2800-3692-01-0	2201-4348000	41.27	
DUKE ENERGY	240490	12/23/14	3570-3705-01-2	2201-4348000	26.17	
DUKE ENERGY	240490	12/23/14	1490-3270-02-1	1207-4348000	296.52	
DUKE ENERGY	240490	12/23/14	0490-3270-02-6	1207-4348000	34.02	
DUKE ENERGY	240490	12/23/14	8390-3270-02-3	1207-4348000	343.17	
DUKE ENERGY	240490	12/23/14	9390-3270-02-9	1207-4348000	406.78	
						1,397.20
VERIZON WIRELESS	240491	12/23/14	380888601-00001	2201-4344100	918.31	
						918.31
A T & T	240492	12/23/14	831-000-13920396	1207-4344000	427.40	
						427.40
JOHN W ADAMS	240493	12/23/14	TRAVEL PER DIEMS	1192-4343004	375.00	
						375.00
A T & T	240494	12/23/14	TELEPHONE LINE CHARGES	1207-4344000	111.56	
						111.56
SADIE M BROCK	240495	12/23/14	OTHER PROFESSIONAL FEES	1701-4341999	156.75	
						156.75
CALLAWAY GOLF COMPANY	240496	12/23/14	GOLF HARDGOODS	1207-4356007	133.72	
						133.72
CARMEL CITY CENTER LLC	240497	12/23/14	OTHER CONT SERVICES	2201-4350900	903.16	
						903.16
CARMEL CLAY PARKS-MONON C	240498	12/23/14	DED:365 MCC SNR/YT	101-2367	8.50	
CARMEL CLAY PARKS-MONON C	240498	12/23/14	DED:367 MCC COMBO	101-2367	64.29	
CARMEL CLAY PARKS-MONON C	240498	12/23/14	DED:366 MCC HHLD	101-2367	1,227.80	
CARMEL CLAY PARKS-MONON C	240498	12/23/14	DED:361 MCC ADULT	101-2367	258.60	
CARMEL CLAY PARKS-MONON C	240498	12/23/14	DED:364 MCC ADULTS	101-2367	232.74	
						1,791.93
MICHAEL CASATI	240499	12/23/14	TRAVEL PER DIEMS	1192-4343004	450.00	
						450.00
CHAPTER 13 TRUSTEE	240500	12/23/14	DED:162 CPTR 13 GA	101-2377	319.39	
						319.39
CHIEF SWAILS EDUCATION FU	240501	12/23/14	DED:363 SWAILS EDU	101-2375	239.00	
						239.00
CINTAS CORPORATION #018	240502	12/23/14	UNIFORMS	1207-4356001	15.96	
CINTAS CORPORATION #018	240502	12/23/14	UNIFORMS	1207-4356001	15.96	
						31.92
CITY OF CARMEL	240503	12/23/14	DED:358 UNION DUES	101-2342	4,145.99	
						4,145.99
CITY OF CARMEL	240504	12/23/14	DED:357 FOP DUES	101-2343	1,046.00	
						1,046.00
CITY OF CARMEL	240505	12/23/14	DED:356 FOP PAC	101-2346	154.00	
						154.00
CITY OF CARMEL - PAYROLL	240506	12/23/14	DED:*T34 HOWARD CTY	101-2355	99.75	
CITY OF CARMEL - PAYROLL	240506	12/23/14	DED:*T32 HENDRCK CY	101-2355	104.42	
CITY OF CARMEL - PAYROLL	240506	12/23/14	DED:*T12 CLINTON CY	101-2355	152.02	

SUNGARD PENTAMATION, INC.
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CITY OF CARMEL
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VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
CITY OF CARMEL - PAYROLL	240506	12/23/14	DED:*T02 ALLEN CTY	101-2355	15.66	
CITY OF CARMEL - PAYROLL	240506	12/23/14	DED:*T41 JOHNSN CTY	101-2355	16.22	
CITY OF CARMEL - PAYROLL	240506	12/23/14	DED:*T33 HENRY CTY	101-2355	27.41	
CITY OF CARMEL - PAYROLL	240506	12/23/14	DED:*T68 RANDLPH CY	101-2355	31.95	
CITY OF CARMEL - PAYROLL	240506	12/23/14	DED:*T18 DELWRE CTY	101-2355	40.17	
CITY OF CARMEL - PAYROLL	240506	12/23/14	DED:*T52 MIAMI CTY	101-2355	47.12	
CITY OF CARMEL - PAYROLL	240506	12/23/14	DED:*T27 GRANT CTY	101-2355	.61	
CITY OF CARMEL - PAYROLL	240506	12/23/14	DED:*T48 MADISN CTY	101-2355	715.79	
CITY OF CARMEL - PAYROLL	240506	12/23/14	DED:*T30 HANCK CTY	101-2355	407.91	
CITY OF CARMEL - PAYROLL	240506	12/23/14	DED:*T80 TIPTON CTY	101-2355	410.82	
CITY OF CARMEL - PAYROLL	240506	12/23/14	DED:*T29 HAMLTN CTY	101-2355	9,084.76	
CITY OF CARMEL - PAYROLL	240506	12/23/14	DED:*T49 MARION CTY	101-2355	1,914.77	
CITY OF CARMEL - PAYROLL	240506	12/23/14	DED:*SIN STATE TAX	101-2355	40,694.32	
CITY OF CARMEL - PAYROLL	240506	12/23/14	DED:*T06 BOONE CTY	101-2355	249.21	
						54,012.91
CITY OF CARMEL-CHILD SUPP	240507	12/23/14	DED:107 SUPPORT	101-2303	172.22	
CITY OF CARMEL-CHILD SUPP	240507	12/23/14	DED:101 SUPPORT	101-2303	4,513.26	
CITY OF CARMEL-CHILD SUPP	240507	12/23/14	DED:102 SUPPORT	101-2303	964.08	
						5,649.56
CITY OF CARMEL-ONE AMERIC	240508	12/23/14	DED:315 AUL 1408	101-2387	1,515.92	
CITY OF CARMEL-ONE AMERIC	240508	12/23/14	DED:316 ROTH AUL	101-2387	2,985.50	
CITY OF CARMEL-ONE AMERIC	240508	12/23/14	DED:314 AUL-1408	101-2387	18,942.24	
CITY OF CARMEL-ONE AMERIC	240508	12/23/14	DED:313 ONEAMERICA	101-2387	133,326.96	
						156,770.62
CITY OF CARMEL-PAYROLL AC	240509	12/23/14	DED:*FT FED TAXES	101-2350	156,142.01	
CITY OF CARMEL-PAYROLL AC	240509	12/23/14	DED:*FI FICA TAXES	101-2350	122,572.46	
CITY OF CARMEL-PAYROLL AC	240509	12/23/14	DED:*FM MED TAXES	101-2350	38,191.82	
						316,906.29
CITY OF CARMEL-SUPPORTING	240510	12/23/14	DED:362 SPTNG HERO	101-2369	385.10	
						385.10
CITY OF CARMEL-UNIFORM FI	240511	12/23/14	DED:217 PENSION	101-2317	95,544.02	
CITY OF CARMEL-UNIFORM FI	240511	12/23/14	DED:219 PEN OVR 32	101-2317	3,072.90	
						98,616.92
CITY OF CARMEL-UNIFORM PO	240512	12/23/14	DED:215 PENSION	101-2388	72,108.05	
CITY OF CARMEL-UNIFORM PO	240512	12/23/14	DED:213 OVR 32	101-2388	1,024.30	
						73,132.35
CLERK OF HAMILTON COUNTY	240513	12/23/14	DED:151 HAM CTY CL	101-2311	435.00	
						435.00
COSTCO WHOLESALE MEMBERSH	240514	12/23/14	000111774019754	1207-4355300	165.00	
						165.00
BRADFORD S GRABOW	240515	12/23/14	TRAVEL PER DIEMS	1192-4343004	375.00	
						375.00
HAMILTON COUNTY SUPERIOR	240516	12/23/14	DED:112 GARNISHMEN	101-2321	171.63	
						171.63
CITY OF CARMEL	240517	12/23/14	DED:289 SP DEN IN	101-2325	17.25	
CITY OF CARMEL	240517	12/23/14	DED:288 SP MED IN	101-2325	325.00	
CITY OF CARMEL	240517	12/23/14	DED:290 HSA IN EE	101-2325	1,592.52	
CITY OF CARMEL	240517	12/23/14	DED:293 EMP HSA	101-2325	27,171.50	
CITY OF CARMEL	240517	12/23/14	DED:291 HSA IN S/C	101-2325	1,938.51	
CITY OF CARMEL	240517	12/23/14	DED:292 HSA IN FAM	101-2325	5,231.92	
						36,276.70
INDIANA DESIGN CENTER, LL	240518	12/23/14	OTHER CONT SERVICES	2201-4350900	2,927.03	
						2,927.03
KENNEY OUTDOOR SOLUTIONS	240519	12/23/14	EQUIPMENT REPAIRS & MAINT	1207-4350000	220.80	
						220.80
NICK KESTNER	240520	12/23/14	TRAVEL PER DIEMS	1192-4343004	375.00	
						375.00
JOSHUA ALBERT KIRSH	240521	12/23/14	TRAVEL PER DIEMS	1192-4343004	300.00	

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VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
						300.00
PAMELA LISTER	240522	12/23/14	TRAVEL PER DIEMS	1207-4343004	27.44	27.44
DENNIS LOCKWOOD	240523	12/23/14	TRAVEL PER DIEMS	1192-4343004	375.00	375.00
MENARDS, INC	240524	12/23/14	BUILDING REPAIRS & MAINT	1207-4350100	41.44	41.44
TIMOTHY MOEHL	240525	12/23/14	TRAVEL PER DIEMS	1192-4343004	450.00	450.00
OHIO CHILD SUPPORT PAYMEN	240526	12/23/14	DED:110 CHILD SUP	101-2316	189.05	189.05
PERF - CIVILIAN	240527	12/23/14	DED:200 PERF-EMPLE	101-2315	18,145.38	
PERF - CIVILIAN	240527	12/23/14	DED:201 PERF-EMPLR	101-2315	66,111.90	84,257.28
POLICE & FIRE INSURANCE	240528	12/23/14	DED:353 P&F INS	101-2337	1,751.80	1,751.80
ALAN POTASNIK	240529	12/23/14	TRAVEL PER DIEMS	1192-4343004	375.00	375.00
ROBERT A BROTHERS	240530	12/23/14	DED:171 GARN	101-2384	185.00	
ROBERT A BROTHERS	240530	12/23/14	DED:199 GARN	101-2308	1,199.77	1,384.77
STEVEN R STROMQUIST	240531	12/23/14	TRAVEL PER DIEMS	1192-4343004	225.00	225.00
UNUM LIFE INSURANCE CO OF	240532	12/23/14	DED:206 AD&D/LIFE	101-2347	2,118.45	
UNUM LIFE INSURANCE CO OF	240532	12/23/14	DED:203 LTD	101-2347	3,345.43	5,463.88
KATHLEEN VASIL	240533	12/23/14	FOOD & BEVERAGES	1207-4239040	28.85	28.85
SUSAN WESTERMEIER	240534	12/23/14	TRAVEL PER DIEMS	1192-4343004	450.00	450.00
A T & T	240535	12/30/14	31781603081593	1125-4344000	280.75	
A T & T	240535	12/30/14	31781517630544	1091-4344000	201.15	481.90
BRIGHT HOUSE NETWORK	240536	12/30/14	0050011361-01	1110-4355400	68.95	
BRIGHT HOUSE NETWORK	240536	12/30/14	0050006878-04	1091-4349500	163.45	232.40
CARMEL CLAY SCHOOLS-FUEL	240537	12/30/14	FUEL	2201-4231400	855.82	
CARMEL CLAY SCHOOLS-FUEL	240537	12/30/14	DIESEL	2201-4231300	604.16	1,459.98
CARMEL UTILITIES	240538	12/30/14	0792648000	2201-4348500	22.15	
CARMEL UTILITIES	240538	12/30/14	1332413300	2201-4348500	101.70	
CARMEL UTILITIES	240538	12/30/14	1382501401	2201-4348500	25.29	
CARMEL UTILITIES	240538	12/30/14	1392391001	2201-4348500	25.29	
CARMEL UTILITIES	240538	12/30/14	1341235001	1125-4348500	578.80	
CARMEL UTILITIES	240538	12/30/14	0859585401	1125-4348500	31.71	
CARMEL UTILITIES	240538	12/30/14	06135186001	1125-4348500	74.69	
CARMEL UTILITIES	240538	12/30/14	6002047001	1125-4348500	88.27	
CARMEL UTILITIES	240538	12/30/14	1032414800	2201-4348500	20.34	968.24
CINCINNATI BELL	240539	12/30/14	TELEPHONE LINE CHARGES	1125-4344000	143.24	
CINCINNATI BELL	240539	12/30/14	TELEPHONE LINE CHARGES	1091-4344000	286.44	429.68
DIRECT TV	240540	12/30/14	24755539371	1091-4349500	137.97	137.97
DUKE ENERGY	240541	12/30/14	42603287015	1125-4348000	1,276.35	
DUKE ENERGY	240541	12/30/14	52603287010	1125-4348000	131.40	
DUKE ENERGY	240541	12/30/14	71603731012	2201-4348000	16.86	
DUKE ENERGY	240541	12/30/14	41903744012	2201-4348000	31.86	

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VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
DUKE ENERGY	240541	12/30/14	36103734015	2201-4348000	19.51	
DUKE ENERGY	240541	12/30/14	72803771015	1125-4348000	15.00	
DUKE ENERGY	240541	12/30/14	31903277010	1125-4348000	10.32	
DUKE ENERGY	240541	12/30/14	13103278010	1125-4348000	223.92	
DUKE ENERGY	240541	12/30/14	18103743016	1125-4348000	27.56	
DUKE ENERGY	240541	12/30/14	28103743011	1125-4348000	95.73	
DUKE ENERGY	240541	12/30/14	42303301016	651-5023990	248.93	
DUKE ENERGY	240541	12/30/14	24403307013	651-5023990	233.04	
DUKE ENERGY	240541	12/30/14	04403685025	651-5023990	130.68	
DUKE ENERGY	240541	12/30/14	61703271013	651-5023990	59.25	
						2,520.41
IPL	240542	12/30/14	1397294	651-5023990	23,730.05	
IPL	240542	12/30/14	124279	651-5023990	1,281.54	
						25,011.59
SPRINT	240543	12/30/14	148239816084	1401-4344100	135.03	
SPRINT	240543	12/30/14	148239816084	1701-4344100	96.39	
						231.42
VECTREN ENERGY	240544	12/30/14	026003856835731757	651-5023990	135.72	
VECTREN ENERGY	240544	12/30/14	026003856835121005	651-5023990	135.76	
VECTREN ENERGY	240544	12/30/14	026003856835741831	601-5023990	97.15	
VECTREN ENERGY	240544	12/30/14	026003856835121869	601-5023990	854.03	
VECTREN ENERGY	240544	12/30/14	026003856835455200	601-5023990	134.47	
						1,357.13
BARNES & THORNBURG	240545	12/30/14	LEGAL FEES	902-4340000	14,900.50	
						14,900.50
CRIDER & CRIDER INC	240546	12/30/14	OTHER EXPENSES	902-5023990	75,000.00	
						75,000.00
HAL ESPEY	240547	12/30/14	OTHER PROFESSIONAL FEES	1401-4341999	2,000.00	
						2,000.00
GOVERNMENT FINANCE OFFICE	240548	12/30/14	SHEEKS	1701-4355300	150.00	
						150.00
H J UмбаUGH & ASSOCIATES	240549	12/30/14	OTHER ACCOUNTING FEES	902-4340303	18,562.00	
H J UмбаUGH & ASSOCIATES	240549	12/30/14	OTHER ACCOUNTING FEES	902-4340303	23,622.00	
H J UмбаUGH & ASSOCIATES	240549	12/30/14	OTHER ACCOUNTING FEES	902-4340303	62,345.00	
H J UмбаUGH & ASSOCIATES	240549	12/30/14	OTHER ACCOUNTING FEES	902-4340303	9,101.00	
H J UмбаUGH & ASSOCIATES	240549	12/30/14	OTHER ACCOUNTING FEES	902-4340303	13,040.00	
						126,670.00
JEREMY KASHMAN	240550	12/30/14	EXTERNAL TRAINING TRAVEL	2200-4343002	63.84	
JEREMY KASHMAN	240550	12/30/14	EXTERNAL TRAINING TRAVEL	2200-4343002	416.20	
						480.04
KRIEG DEVAULT	240551	12/30/14	PERFORMING ARTS CENTER	902-4460807	64,855.54	
						64,855.54
PATTERSON HORTH INC	240552	12/30/14	REIS CK 239595	106-5023990	25,037.96	
PATTERSON HORTH INC	240552	12/30/14	REIS CK 239595	106-R5023990	18,566.20	
PATTERSON HORTH INC	240552	12/30/14	REIS CK 239595	106-5023990	5,871.84	
PATTERSON HORTH INC	240552	12/30/14	REIS CK 239595	106-5023990	4,258.41	
						53,734.41
PAYCOR, INC	240553	12/30/14	OTHER PROFESSIONAL FEES	1125-4341999	65.74	
PAYCOR, INC	240553	12/30/14	OTHER PROFESSIONAL FEES	1081-4341999	254.82	
PAYCOR, INC	240553	12/30/14	OTHER PROFESSIONAL FEES	1091-4341999	389.86	
						710.42
PITNEY BOWES INC.	240554	12/30/14	POSTAGE METER	1701-4353003	410.00	
						410.00
SHRED-IT USA LLC	240555	12/30/14	OTHER CONT SERVICES	1701-4350900	207.58	
						207.58
HANI SOUEIDAN	240556	12/30/14	OTHER EXPENSES	651-5023990	69.00	
						69.00
SUNGARD PUBLIC SECTOR PEN	240557	12/30/14	EXTERNAL INSTRUCT FEES	1701-4357004	160.00	

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VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
SUNGARD PUBLIC SECTOR PEN	240557	12/30/14	EXTERNAL INSTRUCT FEES	1701-4357004	160.00	
VAN AUSDALL & FARRAR	240558	12/30/14	OFFICE SUPPLIES	1701-4230200	78.55	320.00
						78.55
				TOTAL HAND WRITTEN CHECKS		.00
				TOTAL COMPUTER-WRITTEN CHECKS	1,227,488.00	
			TOTAL WRITTEN CHECKS	1,227,488.00		

I HEREBY CERTIFY THAT EACH OF THE ABOVE LISTED VOUCHERS AND INVOICES OR BILLS ATTACHED THERETO, ARE TRUE AND CORRECT AND I HAVE AUDITED SAME IN ACCORDANCE WITH IC 5-11-10-1.6.

CLERK TREASURER

WE HAVE EXAMINED THE CLAIMS LISTED ON THE FOREGOING ACCOUNTS PAYABLE VOUCHER REGISTER, CONSISTING OF 5 PAGES, AND EXCEPT FOR VOUCHERS NOT ALLOWED AS SHOWN ON THE REGISTER, SUCH VOUCHERS ARE ALLOWED IN THE TOTAL AMOUNT OF 1,227,488.00 DATED THIS _____ DAY OF _____, _____ PASSED BY THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA BY A VOTE OF _____ AYES AND _____ NAYS.

PRESIDING OFFICER

COUNCIL PRESIDENT

ATTEST:

SUNGARD PENTAMATION, INC.
DATE: 12/30/2014
TIME: 08:55:57

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VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
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CLERK-TREASURER

Carmel Redevelopment Commission

STRATEGIC HIGHLIGHTS

- Council approved the three resolutions associated with City Center Phase II moving forward. The parking garage size and site plan were confirmed by Pedcor.

FINANCIAL HIGHLIGHTS

The CRC adopted a 2015 budget. At the time of the adoption, no Council input had been received. The CRC will continue to seek Council input in January and update a budget if needed. A financial overview is enclosed.

November Beginning Balance	\$ 1,325,291
November Revenues	\$ 38,817
November Expenditures	\$ 181,298
November Ending Balance	\$ 1,182,810

FUNCTIONAL HIGHLIGHTS

- CRC staff, the CRC Treasurer, and Clerk Treasurer (CT) staff met once in December. Attendees were Diana Cordray, Corrie Meyer, and Mike Lee. Discussion focused on year-end and continued improvement of communication.
- Original records transferred to and/or documents shared with CT office for record-keeping:

DATE	DOCUMENT	METHOD
12/12/14	Shapiro's Sale Documents	Hand Delivery

LOOKING AHEAD

- The CRC will select and prioritize Capital Improvement Projects for 2015 and beyond.
- Looking at a 5-year CRC budget projection, the CRC will meet its debt and project obligations.
- The 5-year budget outlook will allow the CRC to establish a 2016 budget at the time Council reviews City Department budgets.
- CRC staff will issue a 2014 Summary report by the end of January. Fiscal accomplishments are noted on the enclosure.

FINANCIAL STATEMENT

Financial Statement

NOVEMBER MONTH-END FINANCIAL BALANCE

Ending Balance without Restricted Funds	\$ 1,182,810
Ending Balance with Restricted Funds	\$ 3,707,462

SUMMARY OF CASH

For the Month Ending November 30, 2014

DESCRIPTION	ACTUAL	MONTHLY PROJECTION	VARIANCE
Cash Balance 11/1/14			
1101 Cash	\$1,217,822.94	\$1,217,822.94	\$-
1110 TIF	107,468.37	107,468.37	-
Total Cash	\$1,325,291.31	\$1,325,291.31	\$-
Receipts			
1101 Cash	\$38,816.13	\$837,383.64	\$(798,567.51)*
1110 TIF	0.71	-	0.71
Developer Payments	-	-	-
Total Receipts	\$38,816.84	\$837,383.64	\$(798,566.80)
Disbursements			
1101 Cash	\$98,846.44	\$98,846.44	\$-
1110 TIF	82,451.88	82,451.88	-
Total Disbursements	\$181,298.32	\$181,298.32	\$-
1101 Cash	\$1,157,792.63	\$1,956,360.14	\$(798,567.51)
1110 TIF	25,017.20	25,016.49	0.71
Cash Balance 11/30/14	\$1,182,809.83	\$1,981,376.63	\$(798,566.80)
Total Usable Funds	\$1,182,809.83	\$1,981,376.63	\$(798,566.80)

* In October, the CRC established a partial settlement in regards to the Palladium dome steel litigation. It was anticipated that the settlement of \$800,000 would have been received by October 31, 2014. The CRC now anticipates payment by year-end.

FINANCIAL STATEMENT

FUND BALANCES AND OUTSTANDING RECEIVABLES

As of November 30, 2014

Restricted Funds

Energy Center Reserve	\$501,749
Civic Rent Reserve	801,851
Supplemental Reserve Fund	1,221,053
Sub-total:	<u>2,524,653</u>

Cash (as seen in Summary of Cash table)

TIF	25,017
Non-TIF	1,157,793
Sub-total:	<u>1,182,810</u>

Total Funds	\$3,707,462
--------------------	--------------------

Outstanding Receivables

Energy Consumption Payments (1)	10,462
Total Outstanding Receivables	\$10,462

(1) Amounts due reflects November 2014 for Office Building One and the Tarkington. REI Real Estate Services, LLC acts as property manager on behalf of the CRC and collects the Energy Consumption Payments to be forwarded.

STATEMENT OF CHANGES IN EQUITY

MONTH END: NOVEMBER 2014

DESCRIPTION	REVENUE	EXPENSES
Total Receipts (TIF)	1	
Total Receipts (Non-TIF):	\$ 38,817	
Expenditures (TIF)		82,452
Expenditures (Non-TIF)		\$98,846

Financial Update

TIF REVENUE AND DEBT

As of the approved June budget, projected TIF Revenue was estimated at \$17,532,007. Actual TIF Revenue was \$17,766,140.

Bond debt payments were made in June and July. Another payment was made in December of 2014. Below are the payments made;

MONTH	TOTAL
June 2014	\$ 484,228
July 2014	\$ 8,276,336
December 2014	\$ 8,678,591

GOING CONCERN

The CRC is managing expenditures to maintain a balanced budget. With construction projects underway, we are coordinating closely with contractors to minimize unforeseen change orders.

TAKEAWAYS

- Month-end balance is positive.
- 2015 CRC Budget was approved by the CRC at its December meeting. Any review comments received from Council over the next month will be taken into consideration and a modified budget may be considered.
- In December, CRC Staff directed the CRC Treasurer to transfer \$201,022 of excess TIF revenue and \$1,104,299 of Parkwood TIF revenue into the Supplemental Reserve Account. The Supplemental Reserve is a savings account to protect future debt obligation payments.

PROJECT UPDATES

Project Updates

CITY CENTER

- Developer Partner: Pedcor Companies
- Allocation Area: City Center
- Project Summary:
 - Use: Mixed-Use

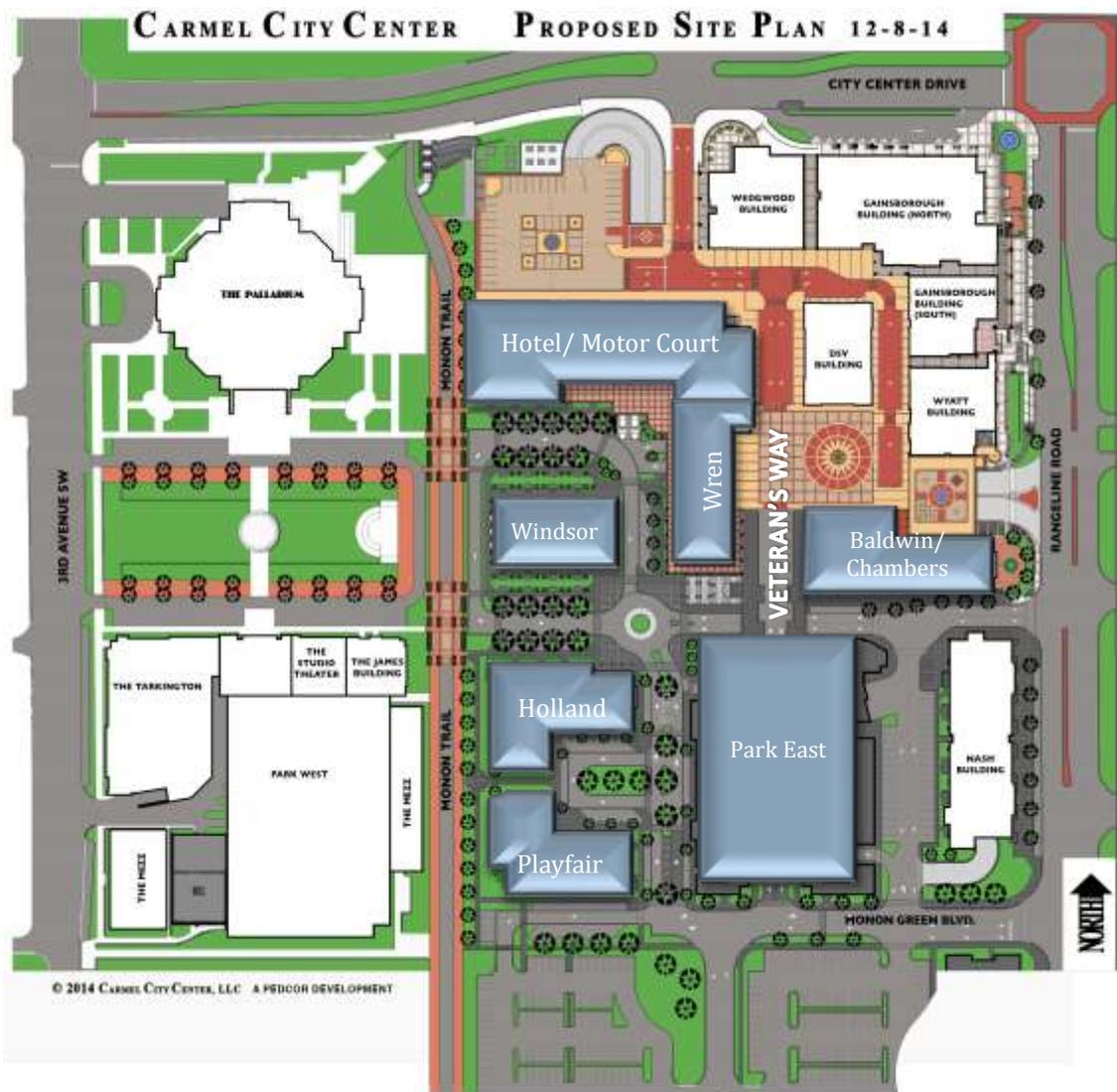


Figure 1 City Center Master Plan, provided by Pedcor City Center Development Company

PROJECT UPDATES

- **Phase 1 – complete**
 - 1) Apartments – Apartment demand remains strong which supports the occupancy and rental rates. Current occupancy is at 96%.
 - 2) Retail – Currently, Pedcor leases 95% of the total 79,570 in LSF. The remaining 5% (the old Mangia and Holy Cow) of unleased space have future tenants for them, and are working through the space planning process. A new Irish pub will be locating in the space next to Matt the Millers on the Rangeline side. Pedcor anticipates to be 100% leased in 2015.

- **Nash Building/ Parcel 73**

- 1) Project Status – under construction
 - a) The Nash underground parking garage is 99% complete (completing punch list). Balcony, masonry, & EFIS work continues on the exterior (about 80% complete). The project is on budget, with an anticipated completion date of January 2015. Approximately half of the 9,000 sf of the retail space has been leased with strong prospects for the remaining commercial space. Tenant: Mondana Kitchen



Provided by Pedcor City Center Dev. Co. 1

- 2) Council and/or CRC Action Items

ACTION ITEM	CITY COUNCIL	CRC
None		

- 3) CRC Commitments

Provide streetscape along Rangeline Road.

- a) Budget

	Budget
Design/ Engineering	\$5,000 (majority of contract pd. in 2013) per June '14 Budget
Additional potential revenue to be assigned to this project	\$137,179
Construction	\$100,000 per June '14 Budget
Available funds for construction project due to increased revenue	\$ 242,179

- b) Design Consultant: American Structurepoint

PROJECT UPDATES

c) CRC Commitment Schedule

Design % Complete	100%
Construction Start Date	October 2014
Anticipated Project Completion	March 2015 (landscape to be completed in early Spring 2015)

• **Phase 2**

- 1) Project Status – designs are schematic and construction has not started.
 - a) Engineering will begin on the buildings proposed to begin construction in 2015.
 - b) Schematic drawings for Park East, Baldwin/Chambers, Veteran’s Way extension, and the site will be submitted to the CRC Architectural Review Committee by year-end. The Architectural Review Committee will review in January.
- 2) Proposed Construction/Use Sequence

PROJECT	USE	PROJECT START DATE	DESIGN RENDERINGS PROVIDED BY PEDCOR
Garage Park East	A four-story parking structure with no less than 620 parking spaces, which will include up to approximately 28,000 square feet of commercial retail/office space.	Design Q1 2015 Construction Q2 2016	
Baldwin/Chambers	A four story building, of approximately 64,000 square feet, which will include luxury apartments and commercial retail/office space. Pedcor is currently working with four commercial businesses who will occupy approximately 14,000 sf of the commercial space.	Spring 2015	
Holland	A five story building, of approximately 63,000 square feet, which will include luxury apartments and commercial retail/office space.	Fall 2015	
Playfair	A five story building, of approximately 63,000 square feet, which will include luxury apartments and commercial retail/office space.	Fall 2015	
Garage Retail	See Garage East note above.	Fall 2015	

PROJECT UPDATES

Pedcor Office 5	A two story building, of approximately 20,000 square feet, which will include office space.	Fall 2015	
Kent	A three story building, of approximately 111,000 square feet of luxury apartments.	Fall 2015	
Wren	A seven story building, of approximately 88,000 square feet, which will include luxury apartments and commercial office/retail space.	Fall 2016	
Windsor	A four story building, of approximately 64,000 square feet, which will include luxury apartments and commercial office/retail space.	Fall 2017	
Eastern Motor Court Site	A building, of approximately 76,000 to 91,000 square feet, which will include luxury apartments and commercial office/retail space designed so that in the future it could be in whole, or in part, converted to hotel rooms and/or hotel amenities.	Fall 2017	
Hotel	A four story hotel, of approximately 44,000 square feet, which will include parking.	TBD	

3) Council and/or CRC Action Items

ACTION ITEM	CITY COUNCIL	CRC
Reallocation of Carmel Downtown Economic Development Area	Approved, 12/15	January, hold a public hearing to establish the new allocation areas and then adopt a Confirmatory Resolution.
TIF Bond request	Approved, 12/15	January, adopt the final Bond Resolution.

PROJECT UPDATES

4) CRC Commitments

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

- a) The CRC commits to publicly bid a four-story parking garage with not less than 620 parking spaces.
- b) The CRC commits to coordinate any significant site plan changes requested by Pedcor with City Council.

THE MEZZ/ MONON LOFTS

- Developer Partner: Anderson Birkla
- Allocation Area: City Center
- Project Summary:
 - Use: Primary Residential. 42 residential units with 12,000 square feet of office.
 - Total project budget: \$7.7mm
 - Secured Tenants: A fitness company, Anderson Birkla



Figure 2 Image provided by Anderson Birkla

PROJECT UPDATES

- Anticipated Project Schedule

Office Move In	March, 2015
Residential Move In	March, 2015
Project complete	March 31, 2015



- Mezz Building** (3rd Avenue)

- 1) Project Status – under construction

- a) Drywall is going in.
- b) Permanent power is scheduled to be provided by year’s end.
- c) Switch Gear has not been relocated by Duke Energy. Scheduled to be relocated in January.



- Monon Lofts Building** (Monon side)

- 1) Project Status – under construction

- c) Drywall has been installed.
- d) First-floor tenant finish beginning.
- e) Permanent power is scheduled to be provided by year’s end.

- 2) Council and/or CRC Action Items

ACTION ITEM	CITY COUNCIL	CRC
None		

- 3) CRC Commitments

Provide parking spaces on 3rd Ave and streetscape on the west and south side of the building and relocate street utilities. Site Improvements, Monon Connection path, Small pocket park (by developer)

- a) Budget

Design/ Engineering	\$8,900 for Utility Relocation	Per approved June ‘14 CRC budget
Design/ Engineering	Not to exceed \$75,000 for site design;/ engineering	Per approved June ‘14 CRC budget
Site Construction	\$67,021 (3 rd Ave)	Invoices are expected to be paid February-March ‘15. Calumet Civil Contractors.
Utility Relocation	\$250,000	Invoices are expected to be paid in Jan-March 2015.

PROJECT UPDATES

Site Construction	\$ 242,979 (site work)	Invoices are expected to be paid November-January '15. Midwest Constructors.
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- b) Design Consultant: American Structurepoint
- c) Construction Contractor: Calumet Civil Contractors/ Duke Energy/ Midwest Constructors
- d) CRC Commitment Schedule

Design % Complete	100%
Construction Start Date	September 2014
Anticipated Project Completion	February for Midwest Constructors, March for Calumet Civil Contracts (due to asphalt being installed)

Respectfully submitted,

Corrie Meyer, AICP, RLA, LEED AP
 Director
 Carmel Redevelopment Commission/Department
 December 19, 2014
Prepared for David Bowers and Brad Meyer

-One Enclosure-

CRC BUDGET

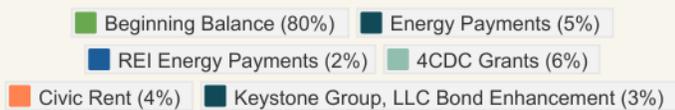
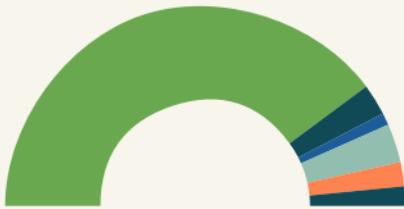
2015

A look into the next fiscal year and five year forecast.

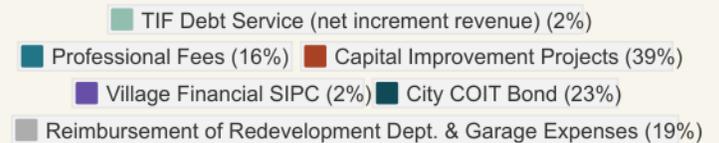
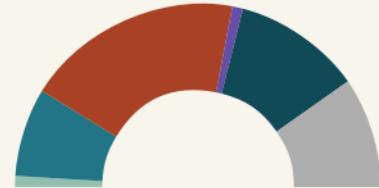
Budget Information

Note: the numbers represent actual data but are approximate estimations based on forecasts and assumptions made.

REVENUE (net TIF)



EXPENDITURES (above \$50k, net TIF)



The guiding principles and goals for 2015 and beyond

1

Pay debt obligations

2

Contribute TIF revenue towards a reserve fund

3

Partner with City and Developers to continue working the CRC mission

- A) Maintain a year-end cash balance above \$500,000.
- B) Reach \$10 million in savings reserve within 3 years.
- C) Contribute the approximate \$1 million annual City COIT Bond payment through bond life (last payment in 2018).
- D) Follow-through on project obligations.
- E) Continue capital improvement projects as funding allows.

(5) Year Year-End Balance Forecast



2014 Fiscal Accomplishments

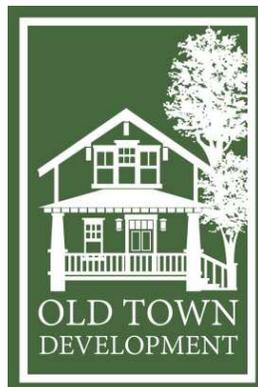
- Anticipated Year-end Balance: \$5,118,369
- TIF overperformed projections by \$300,000
- Deposited \$2,500,000 into savings reserve
- Established a Fiscal Policy. Resolution 2014-16
- Refinanced PAC Bonds to save almost \$3,500,000
- Negotiated \$1,100,000 debt reduction
- Settled all outstanding lawsuits

CRC MISSION: Assess, plan, replan, remediate, develop, and redevelop economic development areas to (a) benefit the public health, safety, morals & welfare (b) increase the economic well-being (c) serve to protect & increase property values in the City of Carmel.



PROPOSAL FOR REZONE

applicant:
Old Town Development L.L.C.



Old Town Development L.L.C.
1132 S Rangeline Road, Suite 200
Carmel, IN 46032
317.341.5909

DRAFT 15.1.5

Sponsors: Councilors Seidensticker, Finkham, Rider and Snyder

MIDTOWN CARMEL

ORDINANCE NUMBER Z-599-15

**PUD/REZONE APPLICATION
CITY OF CARMEL, INDIANA**

January 5, 2015

Applicant: Old Town Development L.L.C.

Contact: Old Town Development L.L.C.
Andrew Greenwood
1132 S. Rangeline Road / Ste 200
Carmel, IN 46032
p. 317.341.5909
e. andrew@oldtowndesigngroup.com

EXPLANATION OF REQUEST TO REZONE

Old Town Development L.L.C., (“Old Town”) is proposing the development of a mixed use development to be known as Midtown Carmel on approximately 13.626± acres of real estate (the “Property”) located between the Monon Trail and Rangeline Road, in the City of Carmel, Indiana (“City”). The Property is identified on the aerial photographs that are included in this application packet under Exhibit B. The Property is currently zoned as B-1/Commercial B2/Commercial, and I-1/Industrial and is surrounded by I-1/Industrial to the South (Mohawk/Monon Square Center) B-1/Commercial and B2/Commercial to the North, Rangeline Road to the East, and the Monon Trail to the West.

Old Town and its sister company Old Town Design Group LLC (“OTDG”) has been designing and building custom homes and subdivisions in Carmel since 2008. Due to the demand for OTDG’s specialized homes and neighborhoods, the company has grown and is now excited to be able to bring this unique, work, live and play, mixed use development to Midtown Carmel. Implementing OTDG’s quality and detailed design expertise in an urban neighborhood, that shall include commercial, residential and retail development, has created something truly special for the City in an area that is in desperate need for redevelopment. The Old Town team has spent time with multiple City residents, City of Carmel staff, Carmel businesses and local stakeholders in trying to pay homage to the diverse history of the site with its industrial roots along a rail corridor. Old Town collaborated with experts from an array of disciplines including land planning urban design, architecture, environmental design, and multi-mode transportation design, and are pleased to share our vision for the redevelopment of this Property.

The real estate is quite unique and the location within the urban industrial core of Carmel demanded that we spend considerable time and effort to design a development that would fit appropriately between Main Street and City Center. The goal is to help connect the development to both of the areas to the North (Main Street/Arts & Design District) and South (City Center/Palladium) by creating a live, work, and play atmosphere. We’ve invested significant time and effort in understanding how to appropriately develop this infill opportunity and we attempted to follow the City’s regulating plan of the area in its design. This new development offers a range of living options, as well as enhances the location and history of the area. We feel we have created a timelessly designed community while respectfully incorporating the industrial setting of the past that will benefit its residents and local businesses as well as a site plan that integrates commercial, office and retail within the district effectively and efficiently.

The majority of the proposed uses within the Midtown Carmel Ordinance are General Office, Commercial and Attached Residential. The entire site is bordered to the West by the Monon Trail with a proposed large community plaza area with open green space that will include a Monon Trail connection in the northwestern corner of the Property. We have filed this request to rezone the Property to a PUD/Planned Unit Development District because of the unique location and the opportunity to develop the property with a contextually appropriate mix of residences, general office, active greenspaces and light retail business. This PUD shall be known as the Midtown Carmel PUD, and will consist of a mix of single family attached, multi-family residential, general office and retail space as detailed within this application.

Included in this request for approval of a PUD Ordinance are (i) proposed concept plan and all associated landscape, street, and path networks, (ii) architectural and development standards, (iii) the Midtown Carmel PUD Ordinance and associated exhibits. Old Town looks forward to presenting and discussing this request as well as the development and construction of the Midtown Carmel neighborhood.

MIDTOWN CARMEL

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Sponsors: Councilors Seidensticker, Finkham, Rider and Snyder

ORDINANCE NO. Z-599-15

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CARMEL,
INDIANA, ESTABLISHING THE MIDTOWN CARMEL
PLANNED UNIT DEVELOPMENT DISTRICT**

WHEREAS, Section 31.06.04 of the Carmel/Clay Zoning Ordinance Z-289, as amended (the “Zoning Ordinance”), provides for the establishment of a Planned Unit Development District in accordance with the requirements of IC 36-7-4-1500 *et. seq.*;

WHEREAS, Old Town Development L.L.C., an Indiana limited liability company (“OTD”), submitted an application to the Carmel/Clay Plan Commission (the “Plan Commission”) to adopt a PUD District Ordinance for certain real estate located in the City of Carmel, Hamilton County, Indiana, as legally described in Exhibit A attached hereto (the "Real Estate");

WHEREAS, OTD’s application is consistent with the provisions of the Zoning Ordinance and the PUD Statute;

WHEREAS, after proper notice, and pursuant to the provisions of the PUD Statute and the Zoning Ordinance, the Plan Commission conducted a public hearing concerning OTD’s application for a PUD District Ordinance on November 18, 2014 at 6:00 p.m.;

WHEREAS, the Plan Commission has given a favorable recommendation to the ordinance set forth herein which establishes the Midtown Carmel Planned Unit Development District (the “Midtown Carmel District”).

NOW, THEREFORE, BE IT ORDAINED by the common council of the City of Carmel, Indiana (the “Council”), that pursuant to IC 36-7-4-1500 *et. seq.*, (i) it adopts this Midtown Carmel District as an amendment to the Zone Map, (ii) all prior ordinances (including but not limited to the Rangeline Road Overlay and Carmel Drive Overlay) or parts thereof inconsistent with any provision of this Midtown Carmel District Ordinance and its exhibits are hereby inapplicable to the use and development of the Real Estate, (iii) all prior commitments and restrictions applicable to the Real Estate shall be null and void and replaced and superseded by this Midtown Carmel District Ordinance, and (iv) this Midtown Carmel District Ordinance shall be in full force and effect from and after its passage and signing.

Section 1. Applicability of Ordinance.

Section 1.1 The Official Zoning Map of the City of Carmel, Indiana, a part of the Zoning Ordinance, is hereby changed to designate the Real Estate as a Plan Unit Development District to be known as the Midtown Carmel District.

Section 1.2 Development in the Midtown Carmel District shall be governed entirely by (i) the provisions of this Midtown Carmel District Ordinance and its exhibits, and (ii)

those provisions of the Zoning Ordinance and Subdivision Control Ordinance specifically referenced in this Midtown Carmel District Ordinance. In the event of a conflict between the Midtown Carmel District Ordinance and the Zoning Ordinance or the Subdivision Control Ordinance, the provisions of this Midtown Carmel District Ordinance shall apply. Any provisions of the Subdivision Control Ordinance not addressed herein, to the extent applicable and not inconsistent with the terms hereof, shall be deemed incorporated herein by this reference.

Section 1.3 Amendments to the Subdivision Control Ordinance and/or Zoning Ordinance after the enactment of this Ordinance shall not apply to the Midtown Carmel District unless the Director determines that the amendment does not materially or negatively impact the ability to develop the Real Estate pursuant to this Midtown Carmel District Ordinance and that the amendment is consistent with the Midtown Carmel District's intent.

Section 2. Definitions and Rules of Construction.

Section 2.1 General Rules of Construction. The following general rules of construction and definitions shall apply to the Midtown Carmel District Ordinance:

- A. The singular number includes the plural and the plural the singular, unless the context clearly indicates the contrary.
- B. Any capitalized term not defined herein shall have the meaning as set forth in the Zoning Ordinance in effect on the date of the enactment of this Midtown Carmel District Ordinance.
- C. Words used in the present tense include the past and future tenses, and the future the present.
- D. The word "shall" indicates a mandatory requirement, while the word "may" indicates a permissive requirement.

Section 2.2 Definitions. Capitalized terms used in this Midtown Carmel District Ordinance shall have the following definitions:

ADLS: The architecture, design, exterior lighting, landscaping and signage associated with a Building.

ADLS Approval: Approval by the Plan Commission of architecture, design, exterior lighting, landscaping and signage (ADLS) pursuant to Chapter 24 of the Zoning Ordinance and the Development Requirements.

Accessory Structure: A structure which is subordinate to a Building located on the Real Estate.

Accessory Use: A use subordinate to the main use, located on the Real Estate or in the same Dwelling as the main use, and incidental to the main use.

Alley. A public way or easement located within the interior of blocks and providing vehicular and service access to the side or rear of properties.

Apartment. Four (4) or more dwellings placed on top of another and/or side by side and sharing common walls and common floors and ceilings, and which are located on a block or single lot of record. Apartments are purpose built “for rent” housing.

Architectural Form: The Architectural Form is comprised of the elevations and renderings attached hereto as Exhibit C, and are intended to generally and conceptually illustrate an application of the Development Requirements. Architectural Form is general and not intended to delineate the only final Dwelling designs that may be built. Dwellings shall substantially comply with the Architectural Standards.

Attached Dwelling. Row house, townhouse, flats, duplex, triplex, or quadruplex dwellings, developed side by side for sale as Condominiums, or as fee simple dwellings where land is sold with the dwelling. Attached Dwellings may be sold as Condominiums or as individually deeded lots. Apartments shall not be within the definition of Attached Dwellings and, as such, all references in the Midtown Carmel District Ordinance, to Attached Dwellings shall exclude Apartments.

Architectural Standards: The Architectural Standards incorporated herein Section 10 of this Midtown Carmel District Ordinance.

Block: Blocks are areas of land containing one or more lots or parcels of land. Blocks are intended to illustrate larger areas of land that could have similarities and/or uniqueness of use, design, proximity or other characteristics. The Blocks of Midtown Carmel District are as delineated in the Concept Plan attached herein as Exhibit B.

Building(s). The primary use structure(s) located on a lot of record.

Building Envelope. The buildable area of a lot of record that is free and clear of setback and easement encumbrances. A Building Envelope is the area where primary and accessory structures can be built. A Building Envelope is not the actual footprint of proposed structures, but rather the area in which they can be located upon the lot.

Building Height. The vertical distance from the lot ground level to the highest point of the roof for a flat roof, to the deck line of a mansard roof, and to the mean height between the eaves and ridges for gable, hip, and gambrel roofs.

BZA: The Carmel Board of Zoning Appeals.

City: The City of Carmel, Indiana.

Commission: The Carmel Plan Commission.

Concept Plan: This Midtown Carmel District Ordinance and the plan for the Development, including all drawings and plans approved by the Commission, as the same may be modified from time to time pursuant to Section 3 herein below.

Condominiums: A residential living unit or units as defined in and governed by the Indiana Code, Sections 32-25-1 to 32-25-9-2, inclusive. One or more structures, each structure having two (2) or more dwelling units or other units for occupancy, wherein provisions have been made for separate ownership of each individual dwelling unit or occupancy unit.

Controlling Developer: Shall mean Old Town Development L.L.C. Such rights as designated herein may be transferred by the Controlling Developer, in its sole discretion, in whole or in part. To transfer all or any portion of its rights as Controlling Developer Old Town Development L.L.C., may (i) name each individual owner of parcels within the Real Estate as Controlling Developer solely with respect to such parcels owned by each such individual owner, (ii) establish a committee of individual owners of the Real Estate within the Real Estate to act as Controlling Developer with respect to such parcels owned by all such owners, or (iii) use either method described in (i) and (ii) above with respect to different portions of the Real Estate.

Council: The City Council of the City of Carmel, Indiana.

County: Hamilton County, Indiana.

Declaration of Covenants: A Declaration of Covenants, Conditions and Restrictions for the Real Estate, or any portion thereof, which shall be recorded in the office of the Recorder of Hamilton County, Indiana, and which may, from time to time, be amended.

Department: The Department of Community Services of the City of Carmel, Indiana.

Detached Dwelling: A Dwelling that is developed with no party-walls and with open yards on at least three sides, but not including manufactured homes, mobile homes, modular homes, or recreational/motor vehicles.

Developer: A person engaged in development of one or more phases of the Development.

Development: The Real Estate developed in accordance with the Development Requirements.

Development Plan Approval or DP Approval: A specific plan for the development of the Real Estate, or any portion thereof, which is submitted for approval, showing proposed locations of Buildings and Structures.

Development Requirements: Written development standards and any requirements specified in this Midtown Carmel District Ordinance, which must be satisfied in connection with the approval of a Primary Plat, Development Plan, ADLS, and/or Building Permits.

Director: The Director, or Administrator, of the Department of Community Services for the City of Carmel, Indiana. “Director” and “Administrator” shall include his/her authorized representatives.

Dwelling: A structure intended for occupancy by a single family. A Dwelling includes an Attached Dwelling, a Detached Dwelling, a Condominium and an Apartment.

Gross Residential Density: The number of Dwellings divided by and in relation to the total, gross number of acres within the Real Estate or designated Block boundary.

Landscape Plan: The design for landscaping in the Midtown Carmel District included as part of the Open Space and Landscape Plan.

Landscaping: Trees, shrubs, hedges, flowers, ground cover, grasses, other plant materials, and associated structures, hardscapes, and improvements.

Masonry: Brick, stone, manufactured or synthetic stone or brick, limestone, natural stone, and cultured stone.

Material Alteration: Any change to an approved plan of any type that involves the substitution of one material, species, element, etc. for another.

Minor Alteration: Any change to an approved plan of any type that involves the revision of less than ten percent (10%) of the plan’s total area or approved materials and cannot include a decrease in the minimum open space or amenities, or the elimination of required plantings.

Non-Conforming Use: Permitted uses of land, building(s) or structure(s) currently located within the Real Estate that are a part of the Midtown Carmel District but would not be permissible as approved primary uses per Exhibit D except for the fact that they existed prior to the Midtown Carmel District Ordinance becoming effective.

Open Space: Open space shall comprise a parcel or parcels of land, an area of water, or a combination of land and water, including streams, wetlands, and associated natural features located within the Real Estate and designated by the Controlling Developer for the use and enjoyment of the residents of the Development and, where designated by the Controlling Developer, for the use and enjoyment of the community at large. Except as otherwise provided herein, common Open Space does not include any area which is divided into building lots, streets (except the landscaped medians of boulevards) or rights of way (except tree lawns).

Parking Space: An area unenclosed or enclosed in a Building or in Accessory Building, utilized for the temporary storage of one automobile and connected with a street.

Path: A paved, or otherwise cleared way intended as a walking, jogging, or a bikeway and located in Open Space.

Primary Façade: Those facades facing major elements, and/or most prominent rights of way which shall include the Monon Trail, 4th Street SW and Rangeline Road. It is possible that a building can have more than one primary façade (ex: facing street and Monon Trail).

Real Estate: That certain real estate located in the City and County as legally described on Exhibit A attached hereto and incorporated herein.

Regulating Plan: Exhibit B of this document. The Regulating Plan is a comprehensive set of images and diagrams that present, and explain the physical layout, scale, and intensity of Midtown Carmel District. The Regulating Plan includes the Concept Plan for the entire Real Estate within the Midtown Carmel District, as well as individual Block concepts.

ROW/Right-of-Way: An area of land permanently dedicated to the City in order to provide access.

Secondary Façade: Any façade that is not a Primary Façade.

Siding: Exterior material for use in cladding buildings, structures, and accessories of such. Siding can be horizontal lap, panels, or board and batton in design/installation.

Sign: Any type of sign as further defined and regulated by this Midtown Carmel District Ordinance and Section 25.07: Sign Ordinance of the Zoning Ordinance. Any structure, fixture, placard, announcement, declaration, devise demonstration or insignia used for direction, information, identification or to advertise or promote any business, product, goods, activity, services or any interests.

Street Typology: The Street Typology shall be the detailed public and private street designs as provided in the Regulating Plan, Exhibit B, which is attached hereto and incorporated herein.

Subdivision Control Ordinance: The City's Subdivision Control Ordinance, Ordinance Z-160, as amended and in effect on the date of the enactment of this Ordinance.

Substantial Alteration: Any change to an approved plan of any type that involves the revision of ten percent (10%) or more of the plan's total area or approved materials.

Transportation Plan: Part 4 of the Carmel Clay Comprehensive Plan that sets forth the location, alignment, dimensions, identification, and classification of existing and proposed vehicular, bicycle, pedestrian, and mass transit thoroughfares and includes the Thoroughfare Plan, Bicycle and Pedestrian Facility Plan, and Transit Plan.

Zone Map: The City's official Zone Map corresponding to the Zoning Ordinance.

Zoning Ordinance: The City's Zoning Ordinance, Ordinance Z-289, of the City of Carmel, Hamilton County, Indiana, as amended.

Section 3. Concept Plan.

Section 3.1 The Concept Plan provides a general vision for the development of the Midtown Carmel District which illustrates conceptual layouts of lots, internal drives, uses, Open Space, thoroughfares, and Building(s) that are permitted by this Midtown Carmel District Ordinance. The Concept Plan is only conceptual. The final layout and site plans shall be subject to the terms and conditions of this Midtown Carmel District Ordinance and may vary slightly from the Concept Plan. The Concept Plan and block detail concepts are seen in Exhibit B (the Regulating Plan).

Section 4. Permitted Primary Uses.

Section 4.1 The Midtown Carmel District shall provide a mix of compatible uses that may include office, retail, hotel, Apartments, Detached Dwelling(s) and Attached Dwelling(s). The specific uses that are allowed within the Midtown Carmel District are specified in Exhibit D. Only one (1) restaurant with drive thru shall be allowed within the Midtown Carmel District and it must limit its vehicular access to a side street (Type C Street per Exhibit B). Notwithstanding anything contained herein to the contrary, any current use of buildings, land and/or structures within the Midtown Carmel District that were established prior to the Midtown Carmel District Ordinance going into effect shall be allowed as a Non-Conforming Use until such time as redevelopment of any specific building, land or structure commences. Furthermore any Non-Conforming Use shall only be permitted and apply to any building(s), land and/or structure(s) that existed at or before the Midtown Carmel District Ordinance is effective and any such right shall not be extended to other areas of the Real Estate where it is not pre-existing without a full rezoning and/or variance application.

Section 5. Building Height, Setback and Construction Requirements.

Section 5.1 All height, setback, scale, lot coverage, character, and other such physical considerations are as proposed and detailed in Exhibit B (the Regulating Plan).

Section 6. Parking Requirements.

Section 6.1 All off-street parking, except for temporary parking during construction phases (per Section 6.9), shall be paved with asphalt or concrete, and curbed using poured-in-place concrete curbing. Alternatives to poured-in-place curbing and paving surface may be approved by the Commission when conflicts arise with tree preservation issues and/or if accepted by the City Department of Engineering.

Section 6.2 Parking areas shall be located at the rear or side of the Primary Facades of Building(s), and screened consistently with Section 11.

Section 6.3 Parking space dimensions shall either be 9' x 20', or 10' x 18', and include two (2) feet for bumper overhang.

Section 6.4 Adjacent/adjoining parking lots shall be interconnected either by alley or internal driveway.

Section 6.5 Surface parking shall have at minimum drive aisle widths of no less than twenty-two (22) feet.

Section 6.6 Bicycle Parking.

- A. Bicycle Parking shall be provided in compliance with Article 27.06 of the Zoning Ordinance at the time of the adoption of this ordinance. Alterations and amendments to Article 27.06 shall affect subsequent Development Plan submissions within the boundaries of this Midtown Carmel District Ordinance.
- B. For Apartments, a minimum of one-fourth (1/4) of the required bicycle parking spaces shall be provided as covered, long-term bicycle parking. Long term bicycle parking may be a part of a covered parking structure and/or include an indoor storage area and/or exterior bicycle lockers, and shall be identified on the final Development Plan.

Section 6.7 Unless mentioned below, parking requirements shall be as per the City's Zoning Ordinance, Ordinance Z-289, of the City of Carmel, Hamilton County, Indiana, as amended.

- A. Detached/Attached Dwellings: Two (2) parking spaces per unit.
 - i) Parking shall be paved and/or located in an attached or detached enclosed garage, off site, in paved lots or within parking structures in the Midtown Carmel District.
- B. Apartments: One and one-half (1.5) parking space per unit; however this will not include on-street parking on public streets.
- C. Restaurant: One (1) parking space for every two hundred and fifty (250) square feet of leasable area.
- D. Hotel: One (1) parking space per room or suite.
- E. Retail / Commercial / Office: One (1) parking space for every four hundred (400) square feet of leasable area.
- F. Off Street Shared Parking: Off-street parking spaces may be located on an area within three hundred (300) feet of said building and two or more owners of buildings may join together in providing the required parking spaces. Where the required parking spaces are not located on the same lot

with the building or use served, the usage of the lot or tract upon which said parking spaces are provided shall be restricted by an instrument of record describing the premises for which said parking is provided and assuring the retention of such parking so long as required.

Section 6.8 On-street parking shall count toward the total number or required parking spaces for Commercial, Hotel, Retail and Office uses.

Section 6.9 Temporary parking facilities may be allowed during development of the Midtown District and may utilize gravel and/or other acceptable asphalt alternatives for the temporary parking's surface material(s).

Section 7. Communication Equipment.

Section 7.1 Cell towers, antennae, home satellite dishes, E-911, and other such communication devices shall be permitted within Midtown Carmel District and shall be governed by prevailing Federal Communications Commission regulations. Notwithstanding anything contained herein to the contrary, cell towers and E-911 would be required to petition the BZA for a variance allowing such uses as a special use in order to be permitted within the Midtown Carmel District.

Section 8. Streets.

Section 8.1 Public streets within the Midtown Carmel District shall comply with the Transportation Plan, unless otherwise noted herein. See the "Street Typology" section within Exhibit B (the Regulating Plan).

Section 8.2 Public and private streets are permitted in the Midtown Carmel District. Right-of-way shall be dedicated as detailed in the "Street Typology" section within Exhibit B (the Regulating Plan). Private streets shall be built to City standards.

Section 8.3 Public streets shall accommodate on-street parking, unless otherwise determined to be infeasible by the City Department of Engineering.

Section 8.4 Cul-de-sacs shall be prohibited.

Section 8.5 Alleys shall not form the boundary of a park, square, or greenbelt unless a Masonry wall, no less than three (3) feet in height, is used for separation.

Section 8.6 The final location of curb cuts shall be reviewed at the time of DP/ADLS Approval.

Section 8.7 Midtown shall comply with the Bicycle and Pedestrian Facility Plan of the Transportation Plan.

Section 8.8 Sidewalks shall be installed on both sides of all public and private streets and private drives within the Midtown Carmel District.

Section 9. Platting.

Section 9.1 The platting of the Real Estate into smaller tracts shall be permitted. The creation of a new property line(s) within the Real Estate, shall not impose or establish new development standards beyond those specified within this Midtown Carmel District. However, the development of any parcel shall conform to all applicable Primary Plats, Development Plans, and ADLS reviews which are approved or amended per the terms and all other applicable requirements contained in this Midtown Carmel District.

Section 10. Architectural Design Requirements For All Building Types.

Section 10.1 The architectural design of the District shall comply with the following standards:

- A. All Building design shall be consistent with Midtown Carmel District Character Images (see attached Exhibit C), and be generally representative of the styles, character, and scale of those images. This includes building materials, entry, and height. All Building(s) will be designed and constructed with complimentary building materials and colors. All exterior sides of the building will be finished in permitted materials. The selection of materials for the Midtown Carmel District will be evaluated based on their permanence, ability to withstand weather conditions and visual appearance.
- B. Buildings where the proposed architecture is the result of corporate or franchise architecture shall be prohibited.
- C. Building facades shall have a defined base or foundation, a middle or modulated wall, and a top formed by an articulated cornice, appropriate to the building style.
- D. Facades may be constructed of multiple materials to achieve the desired aesthetic of the Midtown Carmel District industrial redevelopment character.
- E. Permitted Materials: Any number of materials may be used in the Midtown Carmel District. The following is a list of permitted materials for exterior facades:
 - i) Primary Materials
 - a) Face Brick
 - b) Smooth faced C.M.U. (concrete masonry units)
 - c) Concrete brick
 - d) Cast stone
 - e) Limestone

- f) Metal & metal panels
- g) Glass (clear, color, sand blast, etched, etc.)
- h) Storefront (aluminum, wood, steel)
- ii) Accent Materials
 - a) Fiber Cement Siding
 - b) Stucco - Stucco shall not be installed within eight (8) feet of finished grade
 - c) EIFS - EIFS shall not be installed within eight (8) feet of finished grade
 - d) Wood and wood-like materials
 - e) Porcelain and/or ceramic tile
 - f) Simulated Stone
- iii) Roofing Materials
 - a) Dimensional asphalt shingle roof
 - b) Metal and metal panels.

Any materials not listed above as Primary, Accent or Roofing materials may be approved as a part of an ADLS application provided that the Plan Commission finds that the material is of a quality that is equal or superior to the above listed materials. Accent Materials are limited to no greater than fifteen percent (15%) of Primary or Secondary Facades.

F. Primary Facades: All Primary Facades of a building will be designed with consistent style, detail and trim features.

- i) Primary Facades will incorporate building elements such as lighting fixtures and change in wall surfaces such as awnings, canopies, arcades, colonnades, alcoves, accents, windows, a variety of entry configurations, cornices, pilasters, columns or other building elements that contribute to the human scale of the building.
- ii) At a minimum, every Primary Facade must have openings for windows on every floor.

G. Secondary Facades:

- i) Secondary Facades will be finished in colors and materials compatible with the colors of the Primary Facades.

- ii) Secondary Facades will incorporate building elements such as pilasters, wainscots, accent banding or other building elements that contribute to the appropriate scale of the building.
- H. Building entrances shall be defined and articulated by architectural elements such as lintels, pediments, pilasters, columns, and other design elements appropriate to the architectural style and details of the building as a whole.
- I. All window design shall be compatible with the style, materials, color, details and proportion of the building. The number of panes, the way it opens, the trim around it and whether it is embellished with shutters must be consistent with the architectural style of the structure.
- J. Fixed or retractable awnings are permitted if they complement a building's architectural style, material, colors, and details; do not conceal architectural features (such as cornices, columns, pilasters, or decorative details); do not impair facade composition; are designed as an integral part of the facade; and are limited to the first floor(s) and roof top(s) only.
- K. Pedestrian scale detailing is required on the front elevation of the building at the ground level. Because the Building(s) are viewed very close up, all Building(s) should exhibit articulated detail and ornament that is scaled to the pedestrian.
- L. Rooftop mechanical and telecommunication equipment shall be fully screened from ground level ROW views, on all sides using parapets, penthouse screens or other similar method and which are integrated into the overall building design and approved by the Commission.
- M. Ground level mechanical/ telecommunication equipment shall be screened from the street and adjoining residential zones or uses using walls, fencing, landscaping, or other method approved by the Commission.

Section 10.2 The following architectural design standards will apply to Apartment, Condominiums and mixed use buildings:

- A. Building Entrances: For all Building(s) that face a public street, there must be at least one entrance on the front of the Building. All Building(s) must be accessible from both the front of the Building and the parking areas.
- B. Exterior walks, steps, stoops and paving must be Masonry or stone pavers, or poured or pre-cast concrete.
- C. For residential uses, the finished floor level of the first floor shall be two (2) to six (6) feet above sidewalk level in the front, but may be on grade in

the rear. This is to create visual privacy for windows on the street, and to create a rhythm of stoops.

Section 10.3 The following architectural design standards will apply to Attached and Detached Dwelling buildings:

- A. Exterior walks, steps, stoops and paving must be Masonry or stone pavers, or poured or precast concrete. Exterior stair handrails and other stair details may be stone, precast concrete or wrought iron.
- B. An articulated cornice must be provided where the roof meets the top of the building wall.
- C. The finished floor level of the first floor shall be two (2) to six (6) feet above sidewalk level in the front, but may be on grade in the rear. This is to create visual privacy for windows on the street, and to create a rhythm of stoops.
- D. The foundation should be articulated in a different material than the main facade. There may be windows in the foundation wall which respond to a partially below grade lower level.
- E. Low, wrought iron fences and stone or brick walls no taller than thirty-six (36) inches are allowed in the front yard setback.
- F. Wrought iron, shadow box wood fences, or other approved fence, or brick or stone walls up to six (6) feet tall are allowed in rear and side yards to create private yards.
- G. Attached Dwellings shall incorporate scale, massing, rhythm, facade composition, materials, and color complementary to the desired Midtown Carmel District architectural character.

Section 11. Landscaping Requirements.

Section 11.1 Landscape Plans. A detailed and complete Landscape Plan shall be submitted with a Primary Plat, Secondary Plat, Development Plan, and/or ADLS application (whichever is applicable per Ordinance). The Landscape Plan shall include, at a minimum, the following:

- A. Location and spacing of existing and proposed plant material.
- B. Types of plant material identified by botanical and common names.
- C. Size of material, in diameter and height, at installation and maturity.
- D. Quantity of each of the planting materials to be installed.

E. Methods of installing landscaped areas.

Section 11.2 Landscaping Standards. Landscaping installed pursuant to this Midtown Carmel District Ordinance and the City's planting standards and best management practices shall be integrated with other functional and ornamental site design elements, such as landscape materials, paths, sidewalks, or any water features.

- A. The Landscape Plan shall exhibit a design that is integral and coordinated with other corresponding improvements for the site and which clearly demonstrates the function, location, size and scale of plants in relation to Building(s) and other site improvements, and to minimize conflicts with commercial signage. (See City of Carmel's Sign Ordinance Visual Guide – Available from the Department of Community Services)

Section 11.3 Plant Materials. Landscaping materials shall be appropriate to local growing and climate conditions, and shall meet the requirements of the ANZI 60.1 Standards. Plant health and suitability, maintenance, and compatibility with site construction features shall be considered. Plantings shall be designed with diversity, structured patterns, and complementary textures and colors, and should reinforce the overall character of the area.

- A. Shade trees shall be at least two and a half inches (2.5") in caliper diameter when planted.
- B. Ornamental trees shall be at least one and a half inch (1.5") in caliper diameter when planted.
- C. Evergreen trees shall be at least six feet (6') in height when planted.
- D. Shrubs shall be at least eighteen inches (18") in height when planted.
- E. Recommended and undesirable Trees: (See City of Carmel's Recommended Tree List - Available from the Department of Community Services)
- F. Ground cover shall be of live plant material. Bark, stone, gravel and similar materials may be used in combination with a vegetative cover.
- G. Condition: All plants shall be of specimen quality, healthy, vigorous, well branched, densely foliated when in leaf, free of disease and insects eggs or larvae and shall have well-developed root systems. They shall be free from damage or conditions that would prevent normal growth.
- H. Diversity: Tree genus and species selections for a site shall coincide with the following chart. To achieve certain design effects, a greater number of the same tree genus and/or species may be approved by the Director or

his/her designee. The following chart represents tree genus and species variation for any given site. An appropriate and diverse mix of plant sizes and materials shall be provided for all other plant material.

Number of Trees	Maximum % of Any One Genus	Maximum % of Any One Species
1-19	50%	50%
20-39	33%	25%
40-59	25%	15%
60+	15%	15%

Section 11.4 Planting Standards

- A. Unless otherwise specified in this Ordinance, the dimensions and design of any planting area shall be sufficient to contain the landscaping material planted therein and to provide for proper growth. The planting areas shall contain topsoil which is free of non-soil material, brick and other building and construction material.
- B. Parking Lot Planting: Parking lot perimeter plantings and parking lot interior plantings shall be landscaped as follows:
 - i) On-site parking lots or structured parking located along the side or rear lot lines of subject parcel(s) must be separated from the adjacent use with a planting area no less than five (5) feet wide. The minimum planting unit for this area shall include: four (4) shade trees and twenty (20) shrubs per 100 linear feet.
 - ii) Except for covered structured parking, Parking Lot Interior Plantings shall be located within parking lots as landscaped islands, medians, traffic delineators, at the end of all parking bays, and between rows or parking spaces in a manner such that no parking space is located more than sixty-six (66) feet from a shade tree. A minimum of one (1) shade tree and five (5) shrubs shall be planted for every ten (10) parking spaces provided.
- C. When trees are planted within hardscape areas, they shall be planted in tree wells with approved drainage systems and soil volume replacement technologies. When a tree grate is used it must be capable of expansion and be expanded to accommodate tree growth. The dimensions of the tree well and grate shall be at least six (6) feet by six (6) feet by six (6) feet in depth.
- D. A vegetative cover shall be used for all landscaped areas except for mulched plantings beds containing trees and/or shrubbery and inert stabilization in areas subject to severe runoff or erosion.

E. Screening.

- i) General areas: All air conditioning units, utility boxes, pad mounted transformers, HVAC systems, exhaust pipes or stacks, and satellite dishes shall be integrated into the overall building design or screened from the Street Right-of- Way and adjoining residential zones by using walls, fencing, parapets, penthouse screens, landscaping, camouflage or other approved methods. Access to these areas for maintenance purposes shall be designed into the plan.
- ii) Screening of outdoor storage, refuse and loading areas: All outdoor storage, trash and refuse containers and loading areas shall be screened from all streets and adjacent residential properties. An opaque screen at least six (6) feet in height comprised of plants, trees, walls or other opaque materials must be provided and the screening shall be the minimum height of the dumpster/compactor plus two (2) feet.

F. Street Trees. Shade trees shall be planted along all streets within the right-of-way, parallel to the street and installed per City standards. This standard includes, but may not be limited to, streets and medians to be built. One shade tree shall be installed for every thirty to fifty feet (30'-50') of ROW length. Street trees are not required to be uniformly spaced. As per City standards, no street trees shall be planted in conflict with drainage or utility easements or structures, underground detention (unless so designed for that purpose), or within traffic vision safety clearances. Species shall be chosen from the City's published list of recommended street trees. Tree lawns should be a minimum of six (6) feet in width.

G. Bufferyards. Perimeter and interior bufferyards shall not be required within the Midtown Carmel District.

H. Foundation Plantings.

- i) Foundation plantings shall occur within planting beds at least five (5) feet in width, with exceptions for appropriate Driveways, courtyards, plazas and pedestrian access to Building(s) and Building(s) entrances.
- ii) The primary landscaping materials used shall be shrubs, ornamental grasses and ground cover. Plantings shall cover a minimum of seventy-five percent (75%) of the planting area.

Section 11.5 Landscape Installation and Maintenance.

A. All landscaping approved as part of a Secondary Plat, Development Plan, or ADLS shall be installed, weather permitting, prior to issuance of a

Certificate of Occupancy for the first Building constructed on the portion of the Real Estate that is the subject to the approval of the Urban Forester. If it is not possible to install the approved landscaping because of weather or seasonal conditions, a temporary Certificate of Occupancy, which shall be conditioned upon a specified time to complete the installation of all uninstalled landscape material, may be requested.

- B. All landscaping approved as part of a Secondary Plat, Development Plan, or ADLS shall not be substantially altered, eliminated or sacrificed without first obtaining further Plan Commission approval. However, Minor Alteration and Material Alterations in landscaping may be approved by the Director and/or Urban Forester or his or her designee in order to conform to specific site conditions.
- C. It shall be the responsibility of the owners and their agents to insure proper maintenance of project landscaping and pond areas approved in accordance with this Midtown Carmel District Ordinance. This may include, but is not limited to, irrigation and mulching of planting areas, replacing dead or diseased plantings according to the landscape plan or a suitable substitute per the Urban Forester, and keeping the area free of refuse, debris, rank vegetation and weeds.
- D. Conflict with Utilities. Notwithstanding anything herein to the contrary, no tree shall be planted in conflict with drainage or utility easements or structures, underground detention (unless so designed for that purpose), or other rules, regulations or ordinances of the City. However, where the logical location of proposed utilities would compromise the desired effect, the Controlling Developer may solicit the aid of the City's Urban Forester in mediating an alternative.
- E. Trees and shrubs shall be carefully selected and properly planted and maintained whereas they will not:
 - i) Impair pedestrian access to sidewalks and structures;
 - ii) Cause damage to nearby buildings or adjoining public improvements;
 - iii) Interfere with aboveground and underground utilities, including access to aboveground and underground utilities;
 - iv) Conflict with vehicles when parked; and
 - v) Restrict or impair sight distance of motorists and bicyclists entering or leaving the site.

Section 12. Lighting.

Section 12.1 Street lighting shall be provided as part of all projects, on both sides of the street and spaced no less than one hundred (100) feet apart, and of a design per the adopted Midtown Carmel District revitalized industrial character and style as shown in Exhibit C.

Section 12.2 All exterior architectural, display, decorative and sign lighting shall be generated from concealed, low level fixtures, except where a taller building might incorporate lighting that illuminates a lower level or other adjacent building within the Midtown Carmel District.

Section 12.3 The maximum height of light standards in parking areas shall not exceed the building height, or twenty-five (25) feet, whichever is less. When light standards abut or fall within ninety (90) feet of single-family residential, their height shall not exceed fifteen (15) feet. The standards for maximum footcandle limits for the property lines shall be determined through the ADLS process.

Section 12.4 Parking area lighting and street lighting shall be of uniform design and materials.

Section 12.5 Exterior lighting shall be architecturally integrated with the building style, material and color.

Section 12.6 No lighting that has been approved by the Plan Commission may later be substantially altered or eliminated without first obtaining further approval from the Plan Commission or a Committee thereof. However, Minor Alterations and Material Alterations of lighting may be approved by the Director or the Director's designee.

Section 12.7 Exterior lighting of the Building(s) shall be located so that (i) light is not directed off the site and (ii) the light source is shielded from direct offsite viewing.

Section 12.8 All street and/or building pole mounted and wall mounted fixtures shall have 90-degree cut off and/or flat lenses. Building(s) accent lighting shall be exempt from this provision, but shall be designed so that light is fully directed at the building façade.

Section 13. Signs

Section 13.1 The District shall comply with Chapter 25.07 of the Zoning Ordinance except for the following:

- A. Painted Wall Signs. Painted wall signs can be used to identify the name of the Building(s).
- B. Painted Wall Signs can be approved through the ADLS process. Color, design quality, and long term aesthetic will be used in making approval decisions.

- C. Painted wall Signs shall not obscure any architectural details of buildings.
- D. See examples of appropriate and desired painted signs in Exhibit C.

Section 14. Development Procedure.

Section 14.1 Approval of the Development Plan and ADLS. The required Development Plan and ADLS shall follow the adopted process by the Commission as prescribed in the City of Carmel Zoning Ordinance and Subdivision Control Ordinance. Therefore a Development Plan and or ADLS (whichever is applicable and governing per City of Carmel Zoning Ordinance and Subdivision Control Ordinance) approval shall be required prior to issuance of an Improvement Location Permits for this Midtown Carmel District.

Section 14.2 Modification of Development Requirements (Zoning Waiver).The Plan Commission may, after a public hearing, grant a Zoning Waiver of any of the dimensional standards by less than ten (10) percent of the specified standard. Modification of the Development Requirements requested by the Developer may be approved by a Hearing Examiner or Committee designated by the Commission, after a public hearing held in accordance with the Commission's Rules of Procedure. However, any decision of a Hearing Examiner or Committee which approves or denies any requested modification may be appealed by the Director or any interested party (including the Developer) to the Commission, also in accordance with the Commission's Rules of Procedure Any approval of such waiver is subject to the following criteria:

- A. The proposal shall be in harmony with the purposes and land use requirements contained in the Midtown Carmel District.
- B. The proposal shall complement the overall Primary Plat, Development Plan, Secondary Plat and/or ADLS and the adjoining streetscapes and neighborhoods.
- C. The proposal shall not produce a site plan or street/circulation system that would be impractical or detract from the appearance of the Midtown Carmel District, and must not adversely affect emergency access in the area.
- D. If the Commission (acting through its Hearing Examiner or Committee) determines that the proposed modification will not have an adverse impact on development in the Midtown Carmel District, it shall grant a modification of the Development Requirements. In granting modifications, the Commission may impose such conditions at will, in its reasonable judgment, secure the objectives and purposes of this Midtown Carmel District.

Section 14.3 Variances of Development Requirements. The BZA may authorize Variances from the terms of the Midtown Carmel District Ordinance, subject to the procedure prescribed in Chapter 30 of the Zoning Ordinance.

Section 15. Controlling Developer's Consent. Without the written consent of the Controlling Developer, no other Developer, user, owner, or tenant may obtain any permits or

approvals, whatsoever, with respect to the Real Estate or any portion thereof and, as such, and by way of example but not by limitation, none of the following may be obtained without the approval and consent of the Controlling Developer:

Section 15.1 Improvement Location Permits for any improvements within the Real Estate;

Section 15.2 Sign permits for any Signs within the Real Estate;

Section 15.3 Building permits for any Building(s) within the Real Estate;

Section 15.4 DP, ADLS, Primary Plat or Secondary Plat approval for any part of the Real Estate; and

Section 15.5 Any text amendments, variances, modifications of development requirements or other variations to the terms and conditions of this Midtown Carmel District.

Section 16. Violations and Enforcement. All violations and enforcement of this Midtown Carmel District Ordinance shall be subject to Chapter 34 of the Zoning Ordinance.

Section 17. Exhibits. All of the Exhibits on the following pages are attached to this Midtown Carmel District Ordinance, are incorporated by reference into this Midtown Carmel District Ordinance and are part of this Midtown Carmel District Ordinance.

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EXHIBIT “A”
LEGAL DESCRIPTION

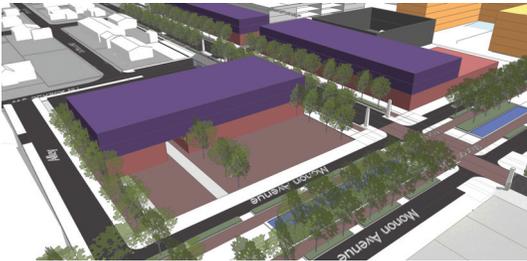
A part of the Southeast Quarter of Section 25, Township 18 North, Range 3 East of the Second Principal Meridian, Clay Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southeast Corner of the Southeast Quarter of said Section 25, Township 18 North, Range 3 East; thence North 00 degrees 00 minutes 11 seconds West (Basis of Bearings: Indiana State Plane East Zone (NAD83) Coordinate System) 594.00 feet along the East Line of said Southeast Quarter to the easterly projection of the southern line of the tract of land granted to Hughey Construction Company (“Hughey tract”) (recorded as Deed Book 151, page 68 in the Office of the Recorder of Hamilton County, Indiana); thence South 89 degrees 12 minutes 20 seconds West 353.00 feet parallel with the South Line of said Southeast Quarter and along said projection to the southeastern corner of said Hughey tract, being the POINT OF BEGINNING of this description; thence continue South 89 degrees 12 minutes 20 seconds West 363.22 feet along the southern line of said Hughey tract and its westerly projection to the eastern right-of-way line of the Monon Trail as quitclaimed to the City of Carmel, Indiana (“Monon Trail”) (recorded as Instrument Number 200500010925 in said Recorder’s Office) (the following four (4) courses are along the eastern right-of-way of said Monon Trail); (one) North 00 degrees 51 minutes 12 seconds West 380.83 feet; (two) South 89 degrees 12 minutes 20 seconds West 17.50 feet; (three) North 00 degrees 51 minutes 12 seconds West 262.27 feet; (four) North 89 degrees 12 minutes 20 seconds East 22.42 feet to the western line of said Hughey tract; thence North 00 degrees 51 minutes 12 seconds West 1.25 feet along the western line of said Hughey tract to the northwestern corner thereof; thence North 89 degrees 43 minutes 53 seconds East 1.75 feet along the northern line of said Hughey tract to the southwestern corner of the 0.50-acre tract of land granted to South Construction Company (“South tract”) (recorded as Instrument Number 2007016483 in the Office of the Recorder of Hamilton County, Indiana) (the next two (2) courses are along the boundary of said South tract); (one) North 00 degrees 53 minutes 13 seconds West 150.00 feet; (two) North 89 degrees 43 minutes 52 seconds East 35.00 feet; thence South 00 degrees 53 minutes 13 seconds East 150.00 feet parallel with the western line of said South tract to the southern line thereof, being the northern line of said Hughey tract; thence North 89 degrees 43 minutes 52 seconds East 288.05 feet along the northern line of said Hughey tract and the southern lines of said South tract and the southern line of the 0.50-acre tract of land granted to South Construction Company (“Tract 1”) (recorded as Instrument Number 2007052030 in said Recorder’s Office); thence North 00 degrees 00 minutes 16 seconds West 149.99 feet along the eastern line of said Tract 1 to the northeastern corner thereof; thence South 89 degrees 43 minutes 52 seconds West 15.03 feet along the northern line of said Tract 1 to the

southeastern corner of the 0.22-acre tract of land granted to South Construction Company (“Tract 3”) (recorded as Instrument Number 2007042813 on said Recorder’s Office); thence North 00 degrees 15 minutes 00 seconds West 40.00 feet along the eastern line of said Tract 3 to the northeastern corner thereof; thence South 89 degrees 43 minutes 52 West 275.77 feet along the northern line of said Tract 3 and its westerly extension to the southwestern corner of the 0.04-acre tract of land granted to Reeder & Kline Machine Company (“R&K tract”) (recorded as Instrument Number 2007042815 in said Recorder’s Office); thence North 00 degrees 53 minutes 13 seconds West 47.75 feet along the western line of said R&K tract to the northwestern corner thereof, being the southeastern corner of the 1.75-acre tract of land granted to Carmel Rentals, Inc. (“Rental tract”) (recorded as Deed Book 234, page 64 in said Recorder’s Office); thence North 00 degrees 48 minutes 15 seconds West 114.18 feet (115.50 feet – Deed) along the western line of said Rental tract to the northwestern corner thereof, being the southwestern corner of the 0.1378-acre tract of land granted to Reeder & Kline Machine Company (“Machine tract”) (recorded as Deed Book 318, page 307 in said Recorder’s Office); thence North 00 degrees 53 minutes 10 seconds West 100.00 feet along the western line of said Machine tract to the southern right-of-way line of Third Street SW; thence continue North 00 degrees 53 minutes 10 seconds West 30.10 feet to the intersection of the northern right-of-way line of said Third Street SW with the eastern right-of-way line of said Monon Trail, being the southwestern corner of the tract of land granted to Reeder and Kline Machine Company, Inc. (“Reeder tract”) (recorded as Deed Book 340, page 480 in said Recorder’s Office); thence continue North 00 degrees 53 minutes 10 seconds West 90.90 feet along the common line of said Monon Trail and said Reeder tract to the northwestern corner thereof; thence North 89 degrees 02 minutes 10 seconds East 327.64 feet parallel with the North Line of said Southeast Quarter and along the northern line of said Reeder tract and its easterly projection to the northerly projection of the western line of the tract of land granted to First One, LLC (“First tract”) (recorded as Instrument Number 200400045237 in said Recorder’s Office); thence South 00 degrees 29 minutes 37 seconds East 91.86 feet along said projection and said western line to the southwestern corner thereof; thence North 88 degrees 35 minutes 35 seconds East 24.38 feet along the southern line of said First tract to the western line of the tract of land granted to K & E Keltner, LLC (“Keltner tract”) (recorded as Instrument Number 2007037748 in said Recorder’s Office); thence South 00 degrees 00 minutes 11 seconds East 103.47 feet parallel with the East Line of said Southeast Quarter and along the western line of said Keltner tract to the northern line of the 0.16-acre tract of land granted to Julie L. Fernatt (“Fernatt tract”) (recorded as Instrument Number 200100056970 in said Recorder’s Office); thence North 89 degrees 12 minutes 20 seconds East 96.43 feet parallel with the North Line of said Southeast Quarter and along the northern line of said Fernatt tract to the northeastern corner thereof, being the northwestern corner of the 0.39-acre tract of land granted to S & J Real Estate, LLC (“S&J tract”) (recorded as Instrument Number 200500005055 in said Recorder’s Office); thence South 00 degrees 00 minutes 11 seconds East 47.00 feet along the common line of said Fernatt and S&J tracts to a point lying

22.00 feet (measured northerly in a perpendicular direction) from the southern line of said S&J tract; thence North 89 degrees 12 minutes 20 seconds East 243.55 feet parallel with said southern line to the East Line of said Southeast Quarter; thence South 00 degrees 00 minutes 11 seconds East 575.96 feet along said East Line to the POINT OF BEGINNING, containing 13.626 acres, more or less.

**EXHIBIT “B”
REGULATING PLAN
(SEE ATTACHED DOCUMENT)**



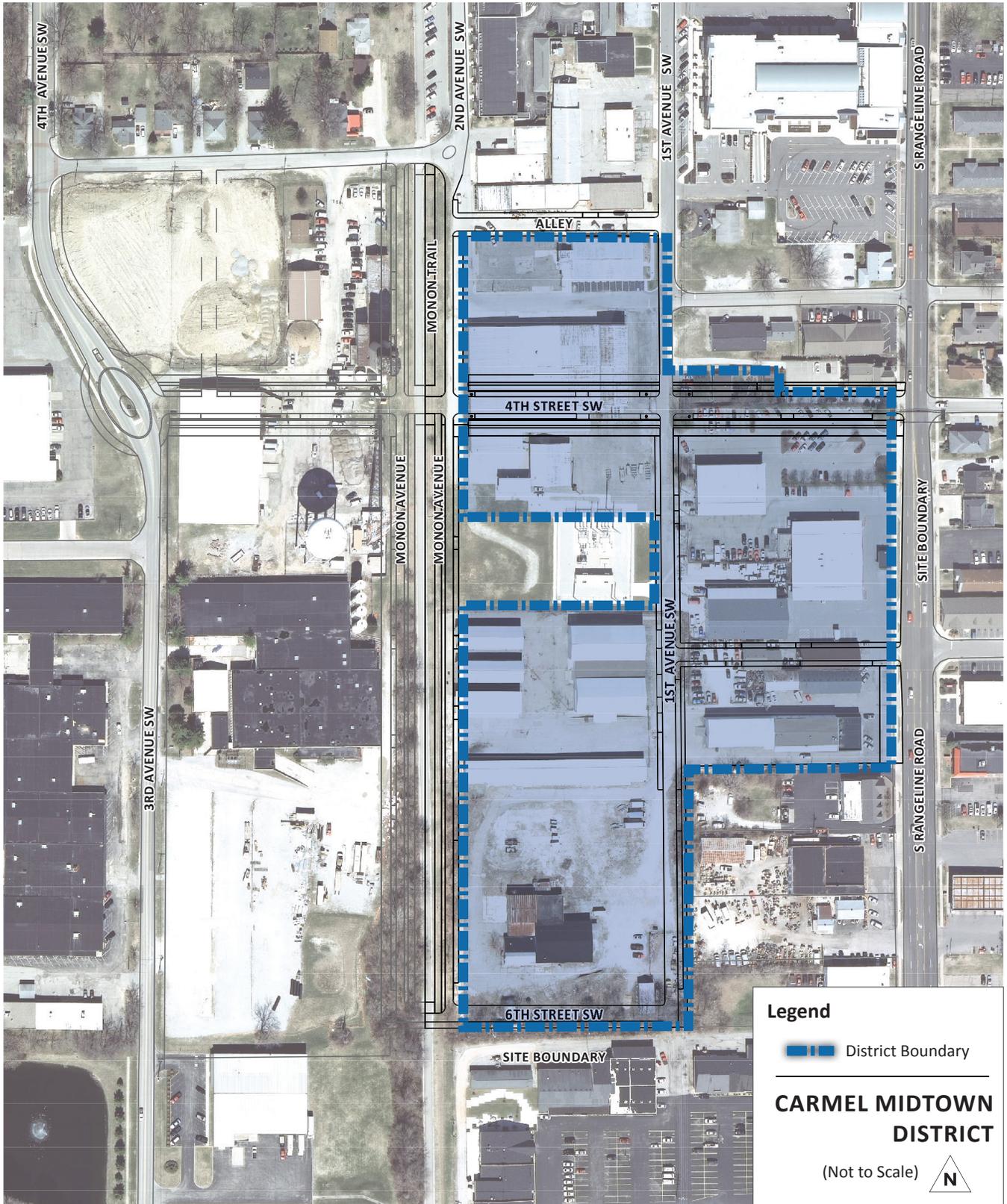
OLD TOWN DEVELOPMENT

MIDTOWN | CARMEL, IN | Regulating Plan

Draft: 2014.12.11

 RATIO

REGULATING PLAN | SITE BOUNDARY MAP



SUB-DISTRICTS | REGULATING PLAN

The four Sub-Districts defined within the Carmel Midtown District describe the intensity, type of uses (in general) and the design intent of the PUD.

The four Sub-Districts within Midtown are defined as follows:

Block 1&2: Sub-District is a mixed-use commercial and office Sub-District with street and surface parking. This includes a total of 89,300 s.f. retail space and 189,800 s.f. office space. This Sub-District also includes features such as a 180' x 200' (36,000 s.f.) neighborhood park/plaza, connections to the Monon Trail/Monon Avenue and Typology B on 4th Street SW.

Block 3: Sub-District is a residential district with a focus on multi-unit flat type units. This Sub-District is designed to accommodate 220 market-rate rental units and includes a parking structure which will provide 330 spaces for residents.

Block 4: Sub-District is mixed-use retail and office wrapping a parking garage on Rangeline Road. This includes 25,500 s.f. of retail and 76,500 s.f. of office.

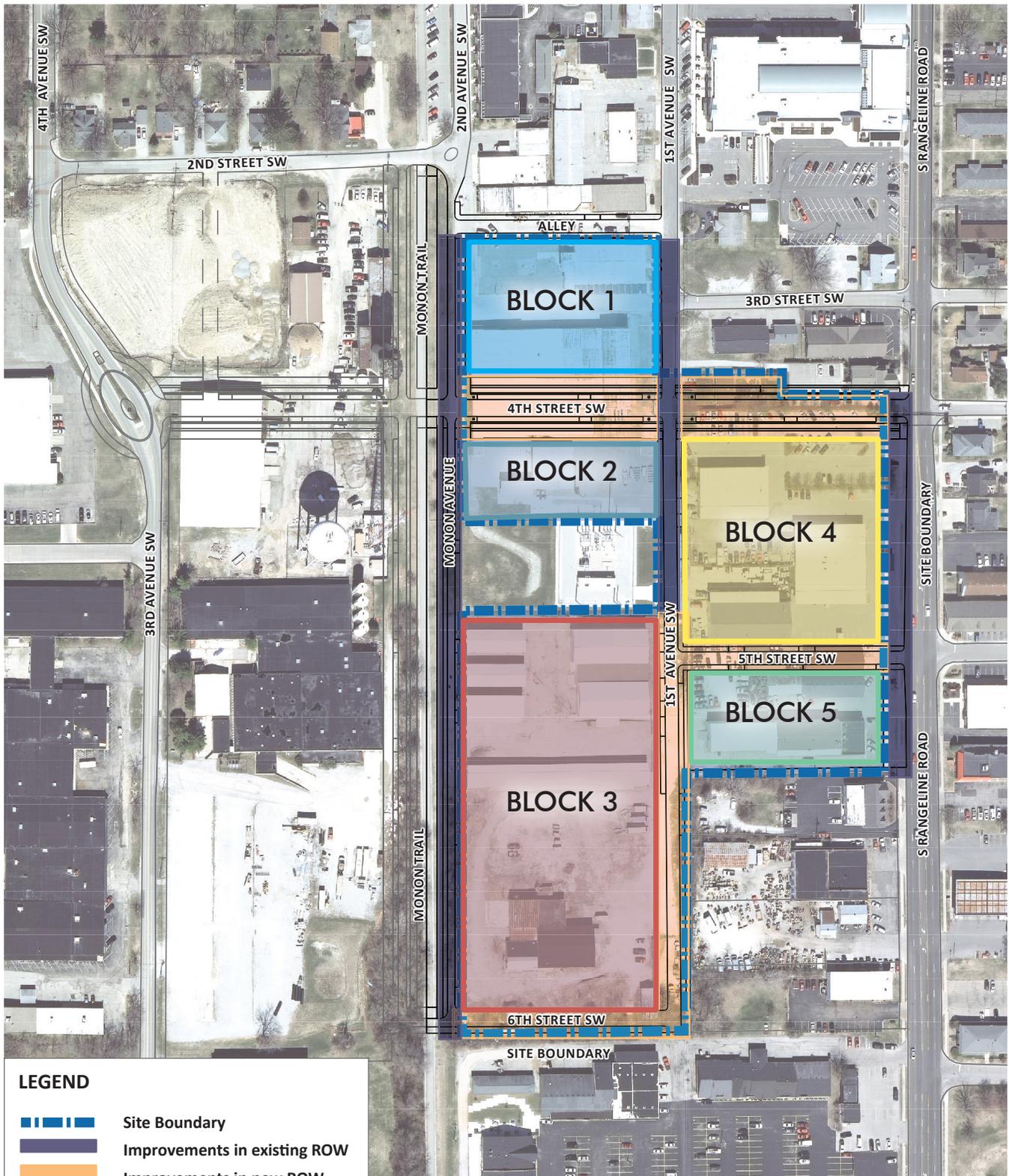
Block 5: Sub-District is a 2 story retail and office development with 6,500 s.f. of retail and 6,500 s.f. of office space.

The four Sub-Districts within the Carmel Midtown District each exhibit a mix of form typologies .

Sub-District specific build-to lines, number of allowed building levels, curb cuts, and residential driveways are governed by both the Sub-District and associated road typology. As such, these are described in greater detail within the forthcoming pages.

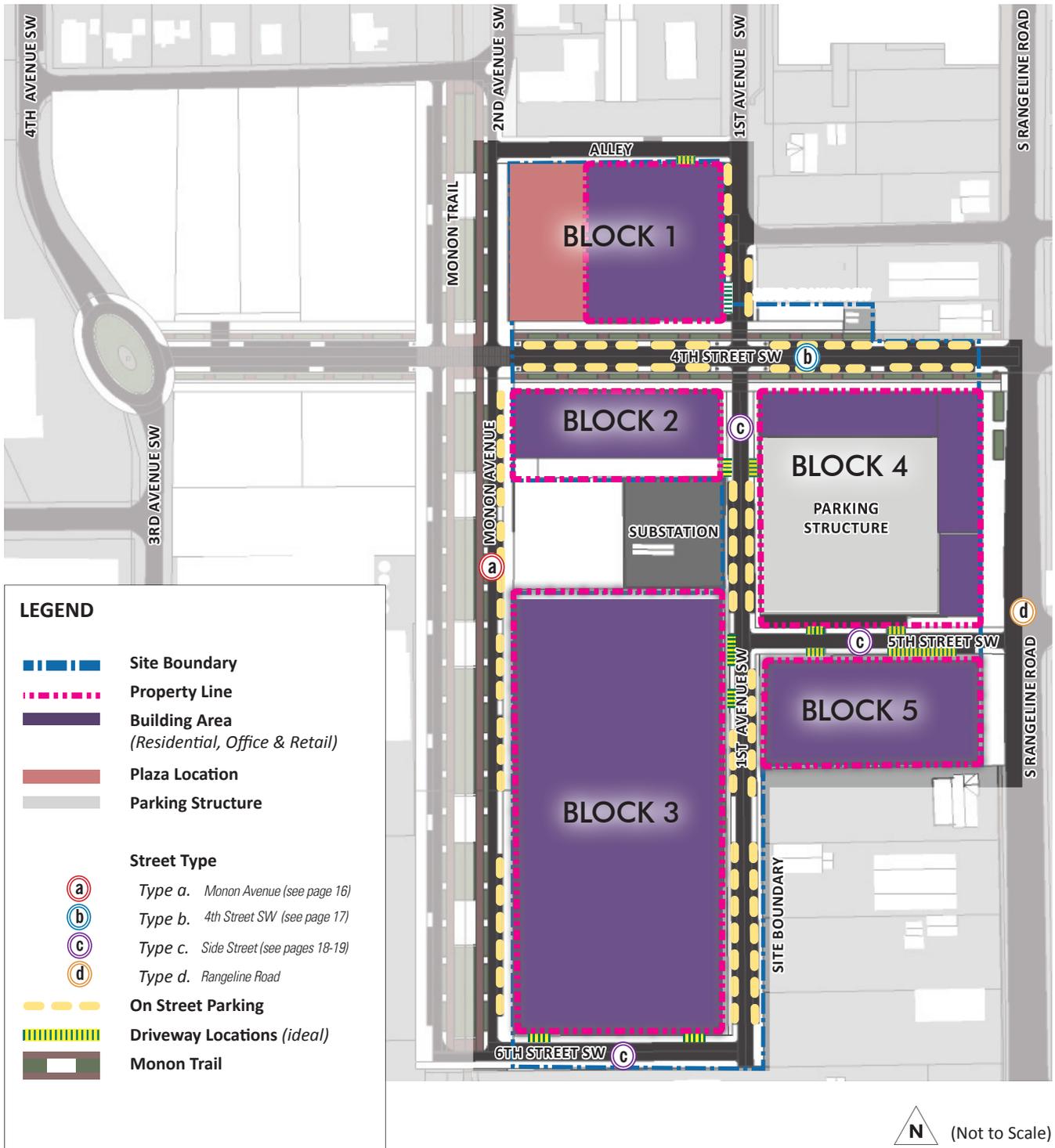
Notwithstanding anything contained herein to the contrary, the Sub-Districts may incorporate any mixture of acceptable uses as defined in Exhibit D.

REGULATING PLAN | SUB-DISTRICTS



N (Not to Scale)

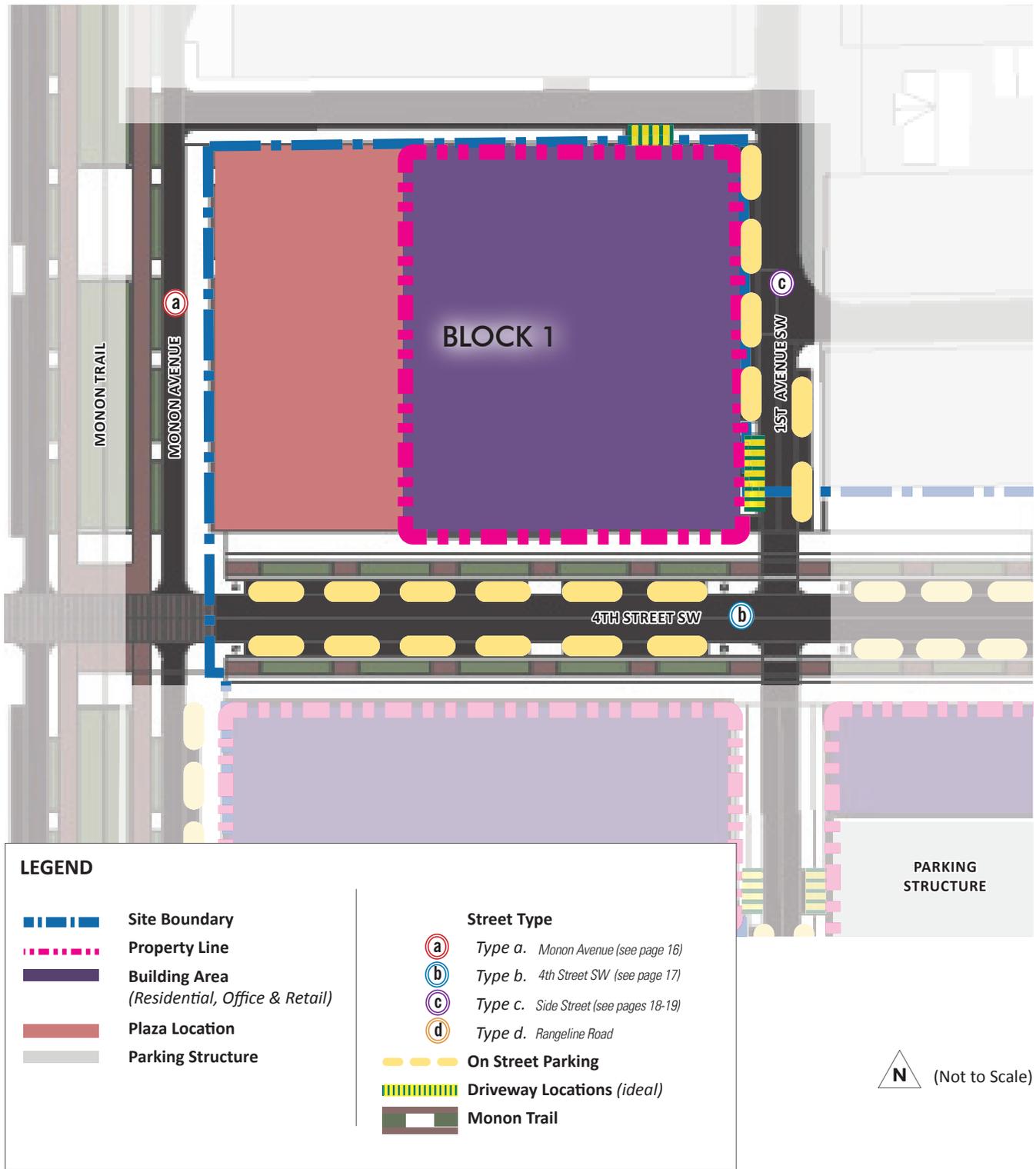
DEVELOPMENT CONCEPT | REGULATING PLAN



Note: The graphic depicted above is descriptive of how the regulations described within this plan would effect a development concept. Final block, building locations, and types are subject to change.

REGULATING PLAN | BLOCK 1

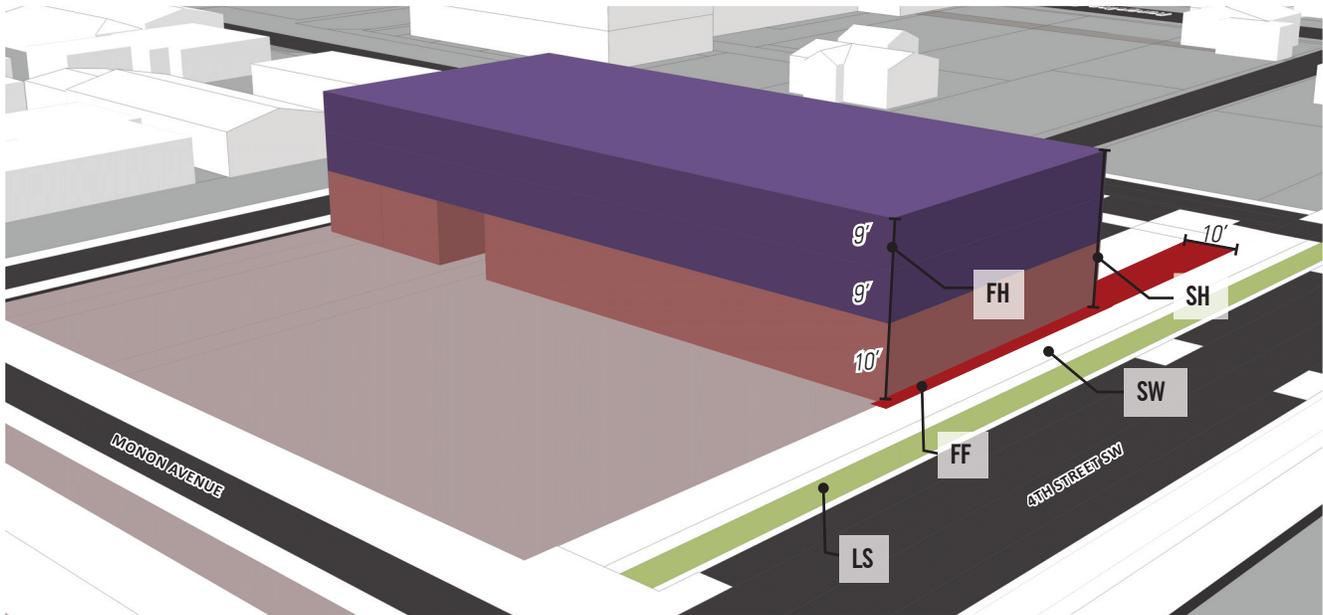
BLOCK 1: REGULATING PLAN



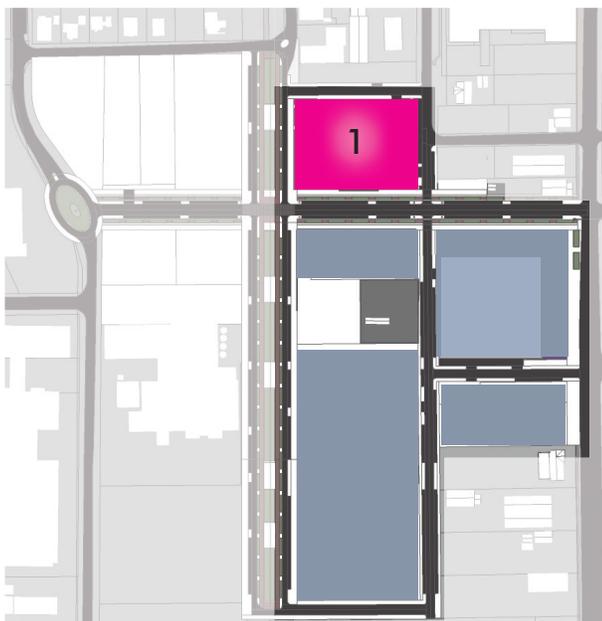
Note: The graphic depicted above is descriptive of how the regulations described within this plan would effect a development concept. Final block, building locations, and types are subject to change.

BLOCK 1 | REGULATING PLAN

BLOCK 1: REQUIRED STANDARDS



This massing model is illustrative of the development standards in the table below. While the whole block isn't shown, this example is indicative of the requirements described below.

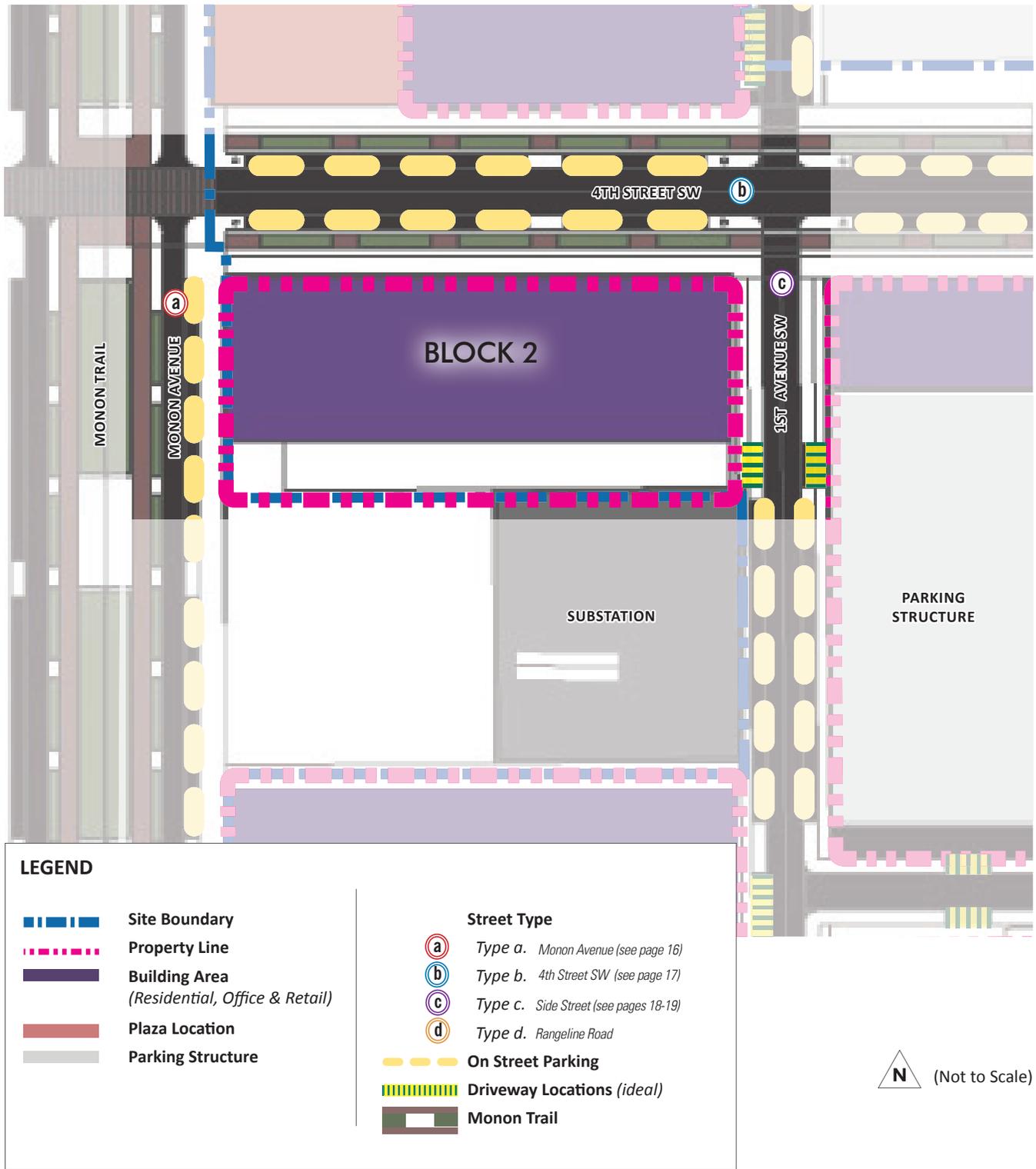


INDEX MAP

LC	LOT COVERAGE	Max: 100%
LA	LOT AREA	Min: None
LW	LOT WIDTH	Min: None
FF	FRONT FACADE ZONE	Min: 0' from ROW Max: 10' from ROW (Steps, porch's and other appurtenances excluded from measurement)
LS	LANDSCAPE YARD	Min: 6' Wide (Specified by street typologies starting on page 15)
SW	SIDEWALK WIDTH	Min: 10' Wide Max: None (Specified by street typologies starting on page 15)
SH	STREETWALL HEIGHT	Min: 3 story Max: 5 story
FH	FLOOR CEILING HEIGHT	Min: 10' 1st floor, 9' all other floor's Max: N/A

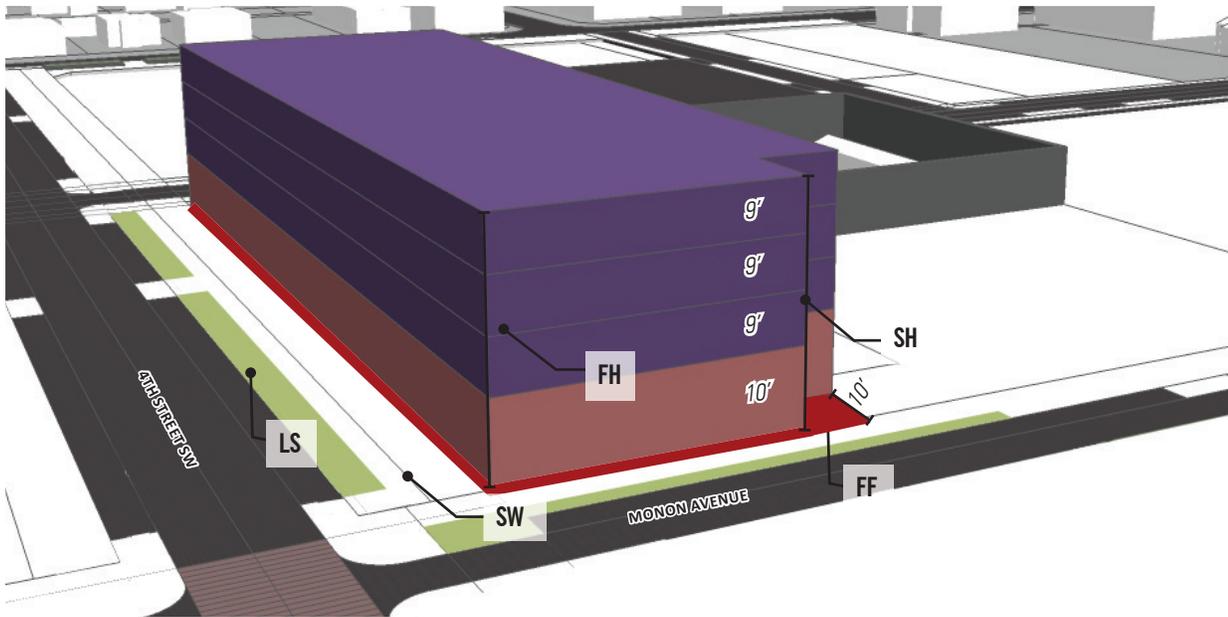
REGULATING PLAN | BLOCK 2

BLOCK 2: REGULATING PLAN

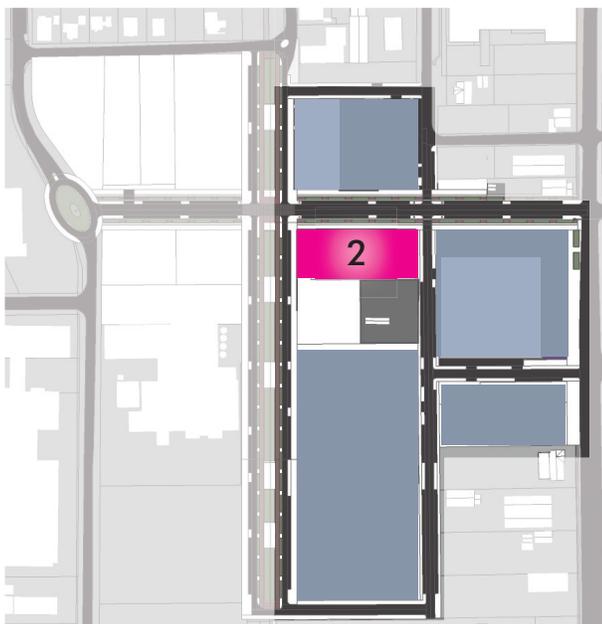


Note: The graphic depicted above is descriptive of how the regulations described within this plan would effect a development concept. Final block, building locations, and types are subject to change.

BLOCK 2: REQUIRED STANDARDS



This massing model is illustrative of the development standards in the table below. While the whole block isn't shown, this example is indicative of the requirements described below.

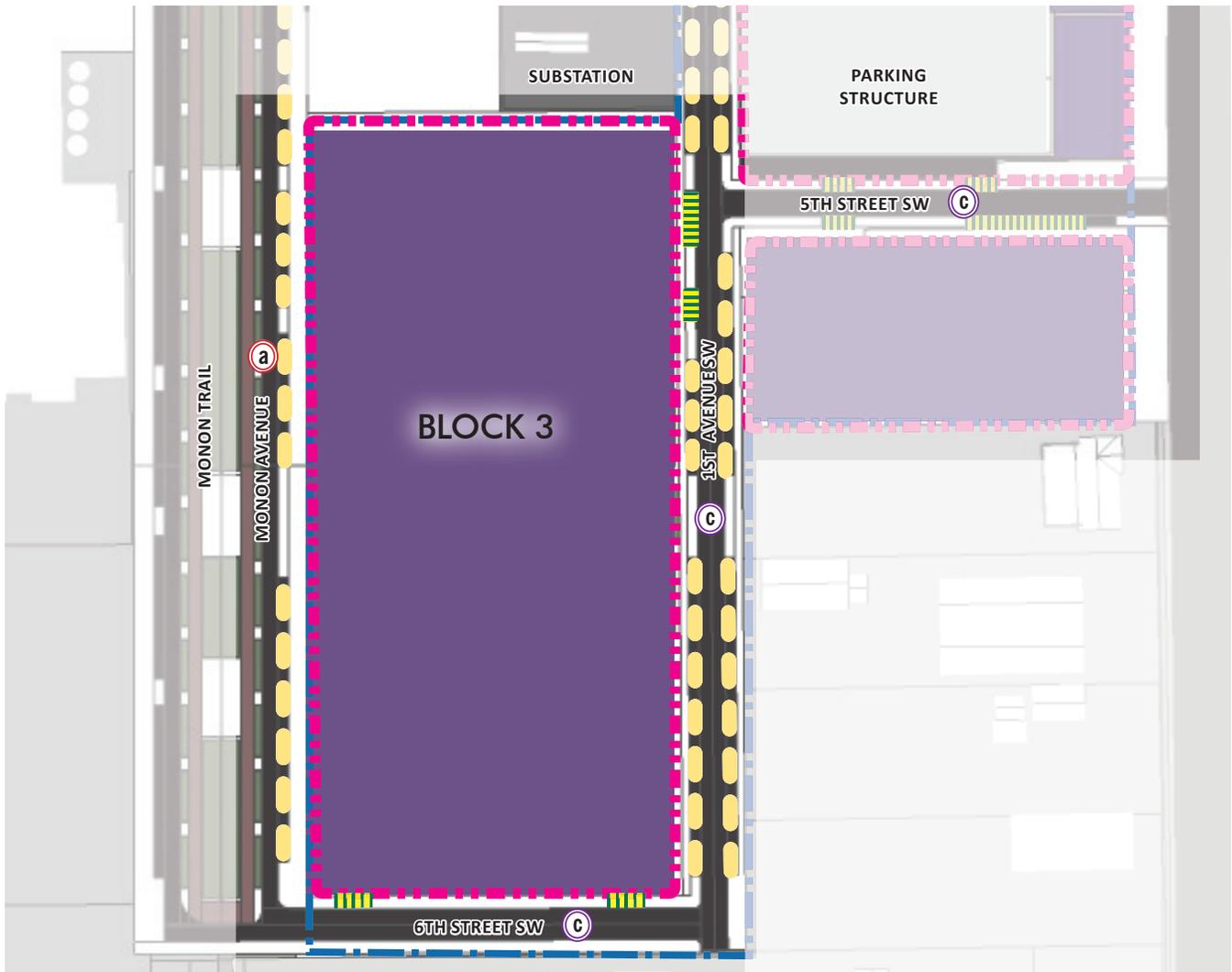


INDEX MAP

LC	LOT COVERAGE	Max: 100%
LA	LOT AREA	Min: None
LW	LOT WIDTH	Min: None
FF	FRONT FACADE ZONE	Min: 0' from ROW Max: 10' from ROW (Steps, porch's and other appurtenances excluded from measurement)
LS	LANDSCAPE YARD	Min: 6' Wide (Specified by street typologies starting on page 15)
SW	SIDEWALK WIDTH	Min: 10' Wide Max: None (Specified by street typologies starting on page 15)
SH	STREETWALL HEIGHT	Min: 3 story Max: 5 story
FH	FLOOR CEILING HEIGHT	Min: 10' 1st floor, 9' all other floor's Max: N/A

REGULATING PLAN | BLOCK 3

BLOCK 3: REGULATING PLAN



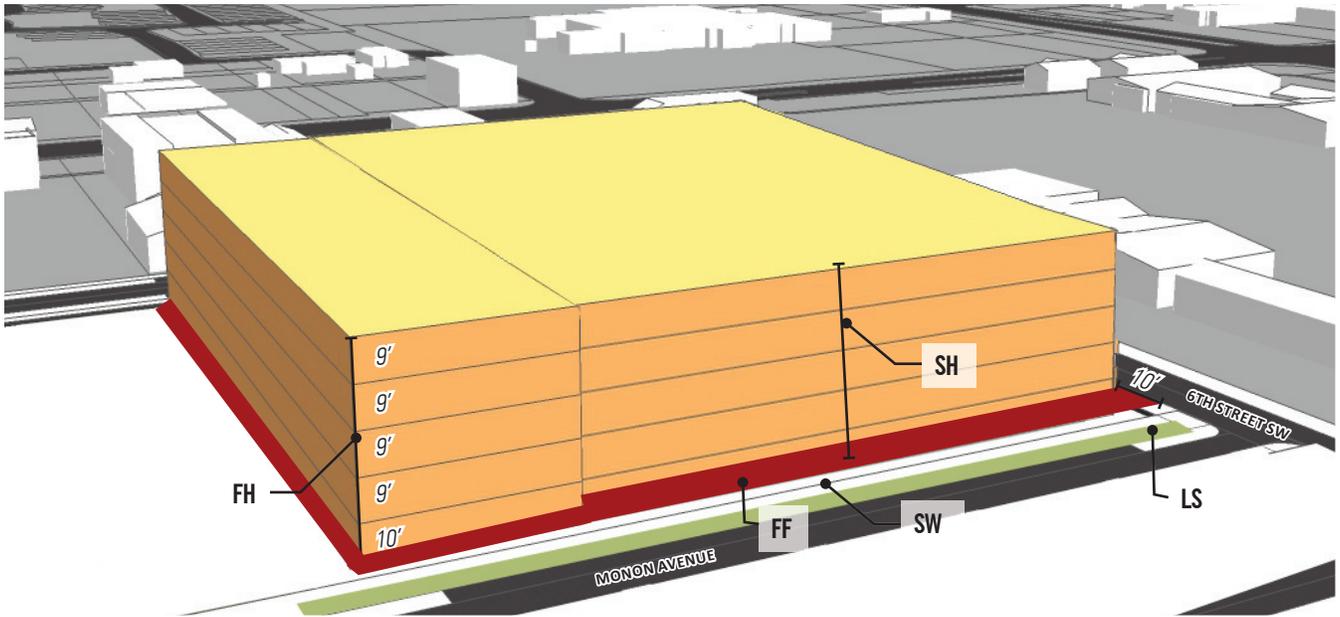
LEGEND

	Site Boundary		Street Type
	Property Line		Type a. Monon Avenue (see page 16)
	Building Area (Residential, Office & Retail)		Type b. 4th Street SW (see page 17)
	Plaza Location		Type c. Side Street (see pages 18-19)
	Parking Structure		Type d. Rangeline Road
			On Street Parking
			Driveway Locations (ideal)
			Monon Trail

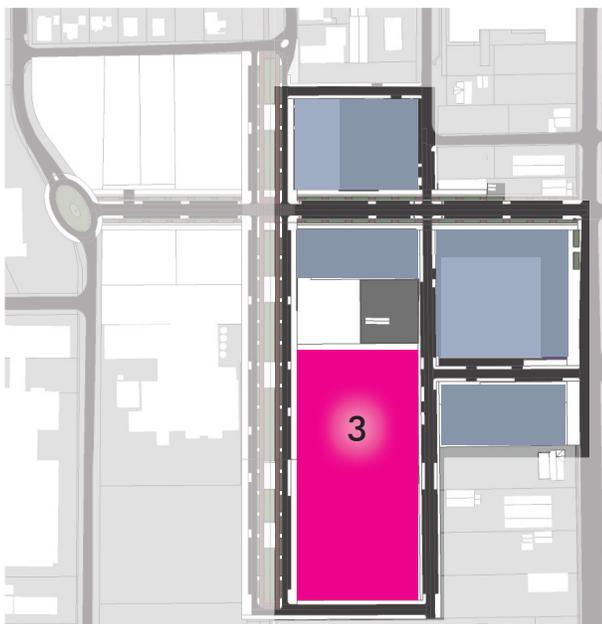
 (Not to Scale)

Note: The graphic depicted above is descriptive of how the regulations described within this plan would effect a development concept. Final block, building locations, and types are subject to change.

BLOCK 3: REQUIRED STANDARDS



This massing model is illustrative of the development standards in the table below. While the whole block isn't shown, this example is indicative of the requirements described below.

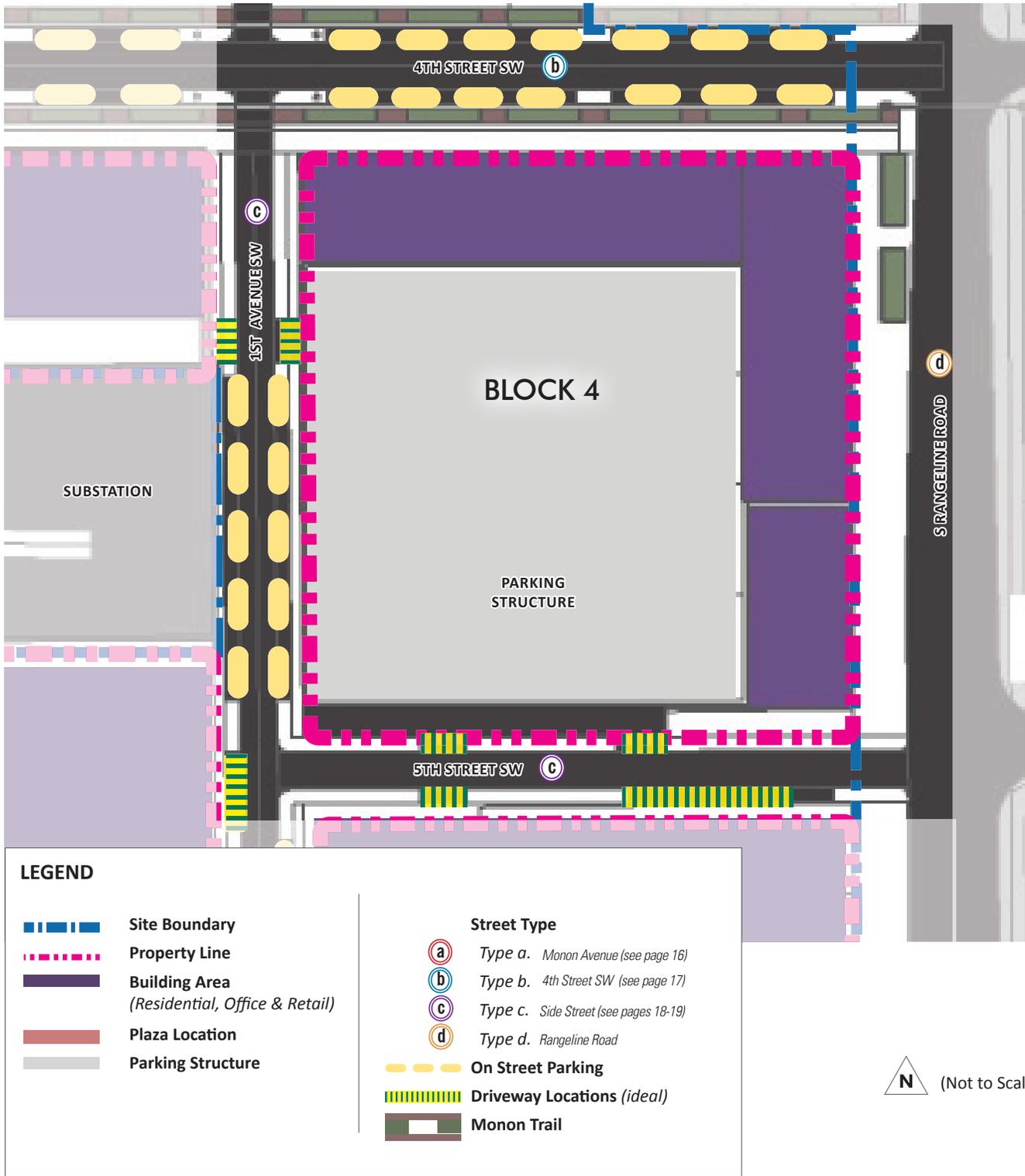


INDEX MAP

LC	LOT COVERAGE	Max: 100%
LA	LOT AREA	Min: None
LW	LOT WIDTH	Min: None
FF	FRONT FACADE ZONE	Min: 0' from ROW Max: 10' from ROW (Steps, porch's and other appurtenances excluded from measurement)
LS	LANDSCAPE YARD	Min: 6' Wide (Specified by street typologies starting on page 15)
SW	SIDEWALK WIDTH	Min: 6' Wide Max: None (Specified by street typologies starting on page 15)
SH	STREETWALL HEIGHT	Min: 2 Story Max: 5 story
FH	FLOOR CEILING HEIGHT	Min: 10' 1st floor, 9' all other floor's Max: N/A

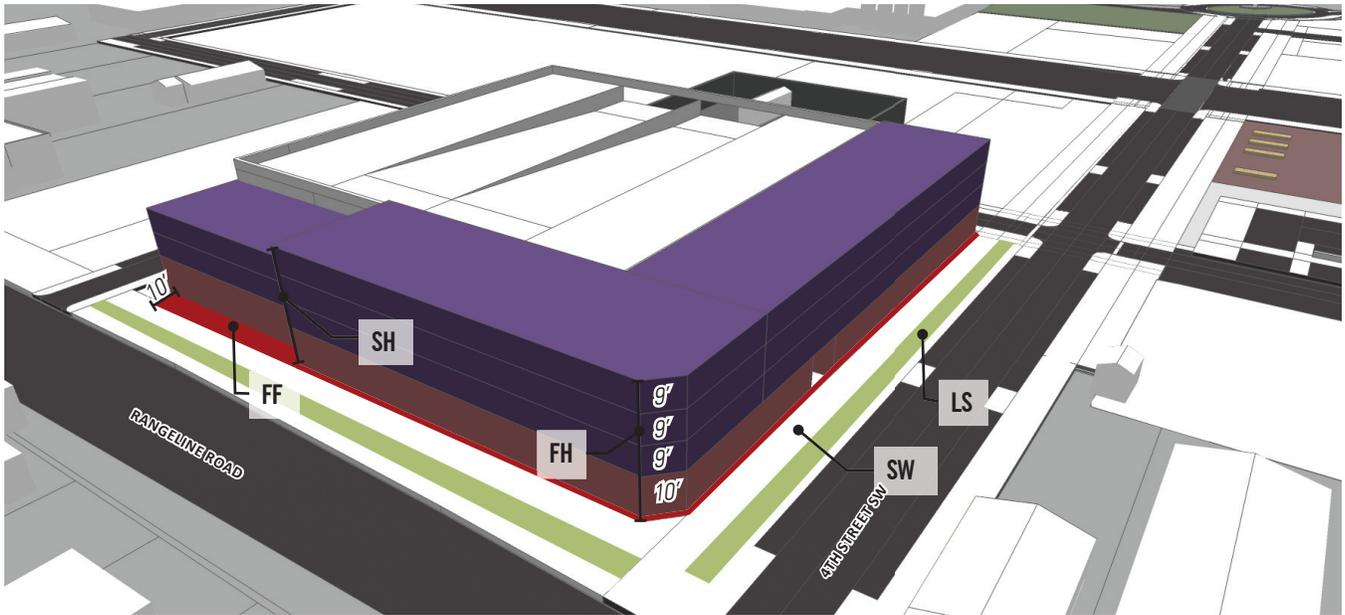
REGULATING PLAN | BLOCK 4

BLOCK 4: REGULATING PLAN

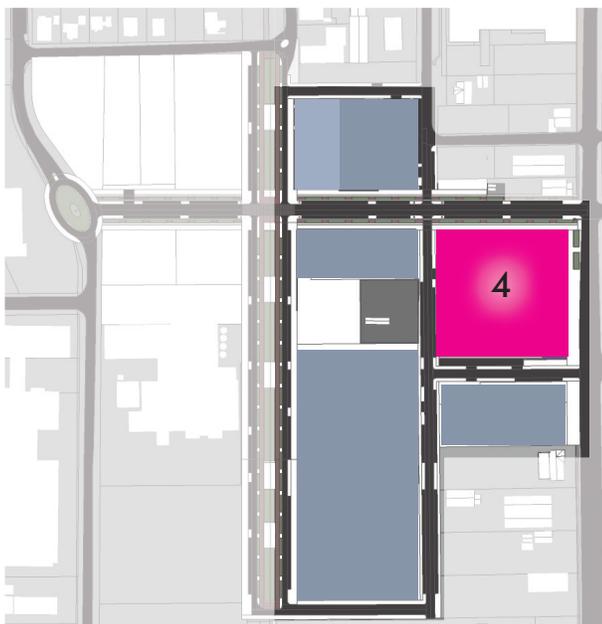


Note: The graphic depicted above is descriptive of how the regulations described within this plan would effect a development concept. Final block, building locations, and types are subject to change.

BLOCK 4: REQUIRED STANDARDS



This massing model is illustrative of the development standards in the table below. While the whole block isn't shown, this example is indicative of the requirements described below.

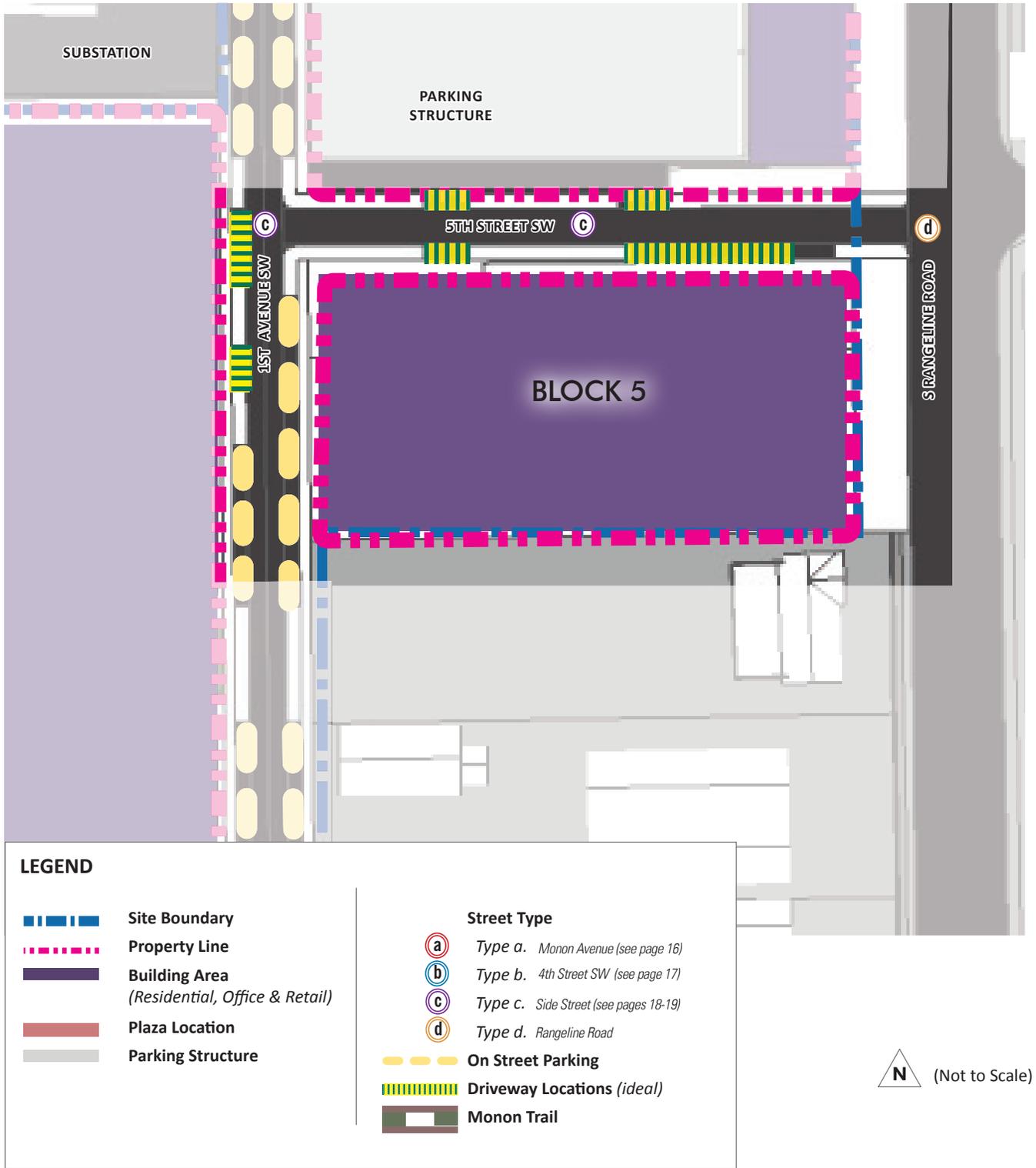


INDEX MAP

LC	LOT COVERAGE	Max: 100%
LA	LOT AREA	Min: None
LW	LOT WIDTH	Min: None
FF	FRONT FACADE ZONE	Min: 0' from ROW Max: 10' from ROW (Steps, porch's and other appurtenances excluded from measurement)
LS	LANDSCAPE YARD	Min: 6' Wide (Specified by street typologies starting on page 15)
SW	SIDEWALK WIDTH	Min: 10' Max: N/A (Specified by street typologies starting on page 15)
SH	STREETWALL HEIGHT	Min: 2 story Max: 5 story
FH	FLOOR CEILING HEIGHT	Min: 10' 1st floor, 9' all other floor's Max: N/A

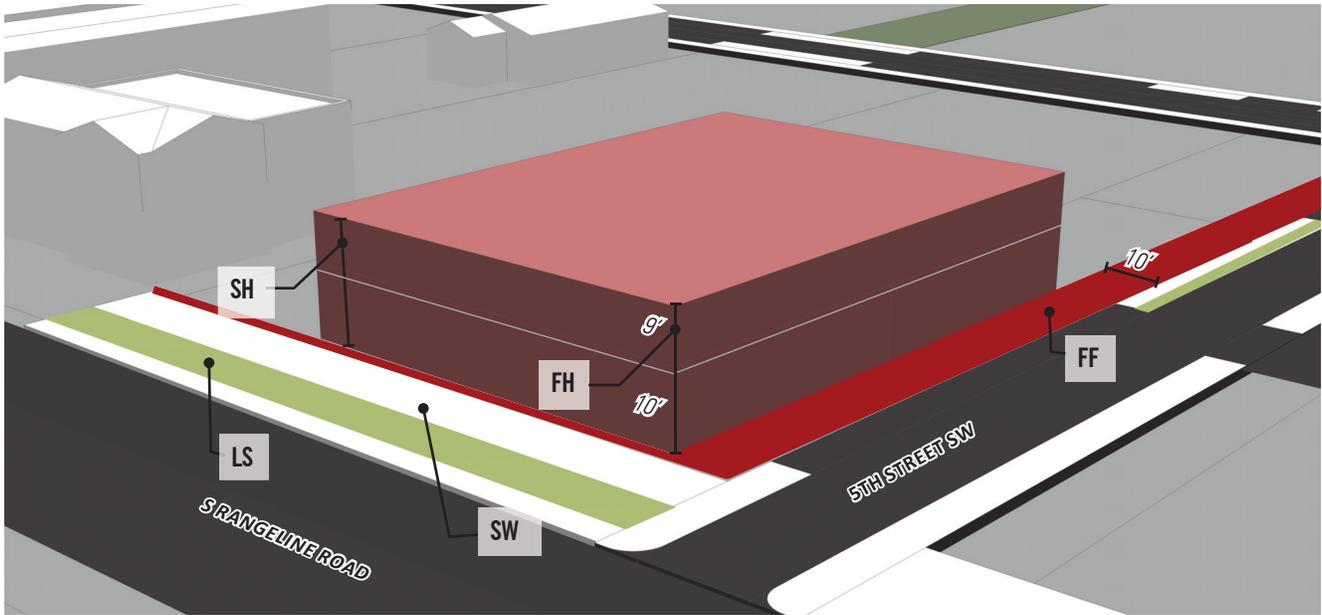
REGULATING PLAN | BLOCK 5

BLOCK 5: REGULATING PLAN

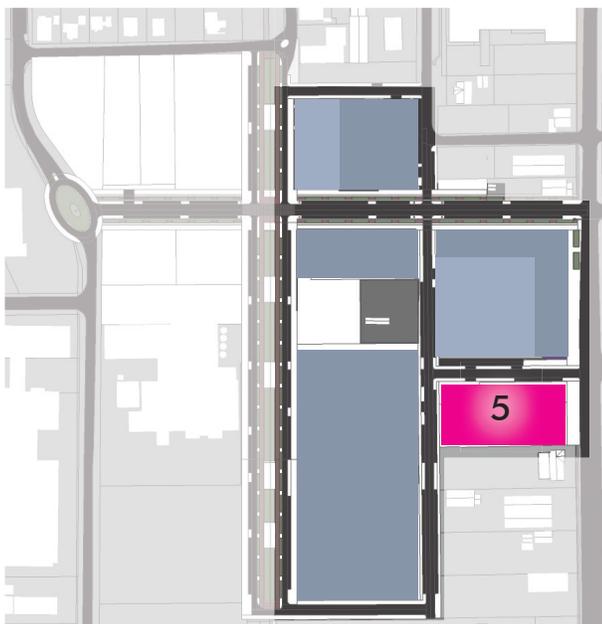


Note: The graphic depicted above is descriptive of how the regulations described within this plan would effect a development concept. Final block, building locations, and types are subject to change.

BLOCK 5: REQUIRED STANDARDS



This massing model is illustrative of the development standards in the table below. While the whole block isn't shown, this example is indicative of the requirements described below.



INDEX MAP

LC	LOT COVERAGE	Max: 100%
LA	LOT AREA	Min: None
LW	LOT WIDTH	Min: None
FF	FRONT FACADE ZONE	Min: 0' from ROW Max: 10' from ROW (Steps, porch's and other appurtenances excluded from measurement)
LS	LANDSCAPE YARD	Min: 6' Wide (Specified by street typologies starting on page 15)
SW	SIDEWALK WIDTH	Min: 10' Wide Max: N/A (Specified by street typologies starting on page 15)
SH	STREETWALL HEIGHT	Min: 2 story Max: 5 story
FH	FLOOR CEILING HEIGHT	Min: 10' 1st floor, 9' all other floor's Max: N/A

REGULATING PLAN | STREET TYPOLOGIES

The three Street Typologies defined within the Carmel Midtown District contain the design intent of the street and are illustrated in the following pages.

The three Street Typologies within Midtown are defined as follows:

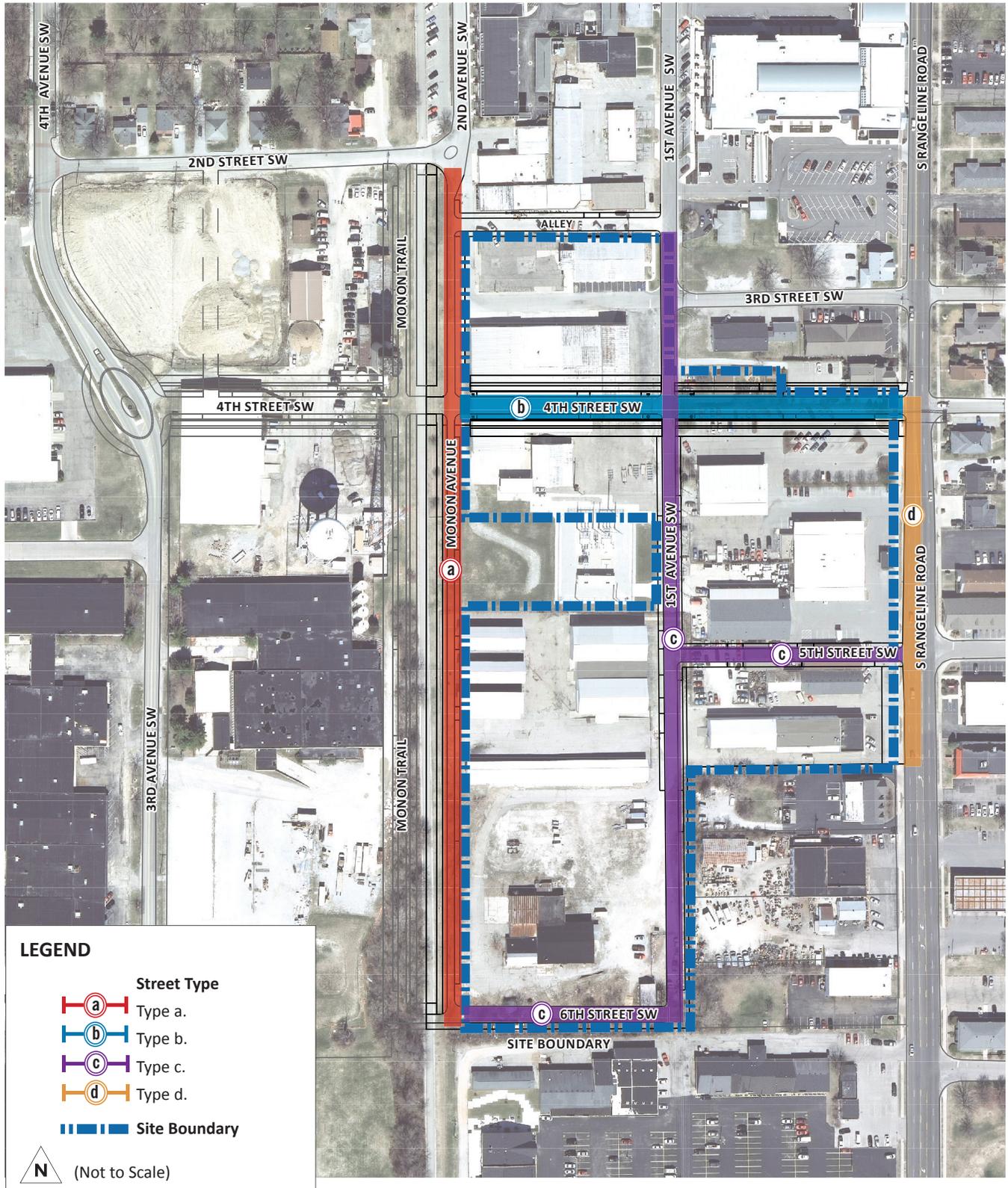
Type A: Monon Avenue. This street typology is designed to be constructed in phases and utilizes a 130' Right-Of-Way (65' Half ROW shown). This street allows both vehicular and pedestrian uses with the Monon Trail routed to the center. This typology also accommodates on street, parallel parking.

Type B: 4th Street SW. This typology is designed with 4th Street SW as collector, thru street that will be the "Gateway to Midtown". This typology utilizes a 100' Right-Of-Way with on street parking, wide sidewalks and landscaped medians designed to instill a sense of place with active street life and neighborhood commercial core.

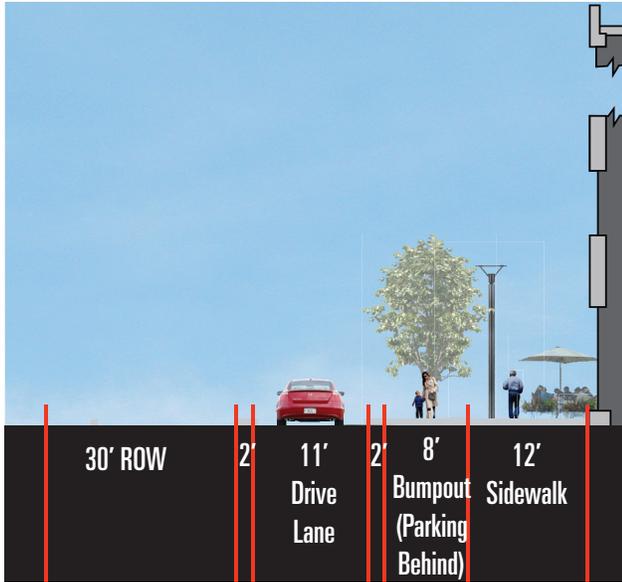
Type C: Side Street (5th St SW, 6th St SW, 1st Avenue SW). This typology is designed to be accommodative and utilize a 70' Right-Of-Way. As depicted this street typology features a flexible design to accommodate on street parallel and perpendicular parking while still providing ample pedestrian space. NOTE: Option 2 of this typology will include a minimum of one planter box per every ten spaces.

Type D: Rangeline Road. Shall be designed pursuant to transportation plan.

STREET TYPOLOGY OVERVIEW



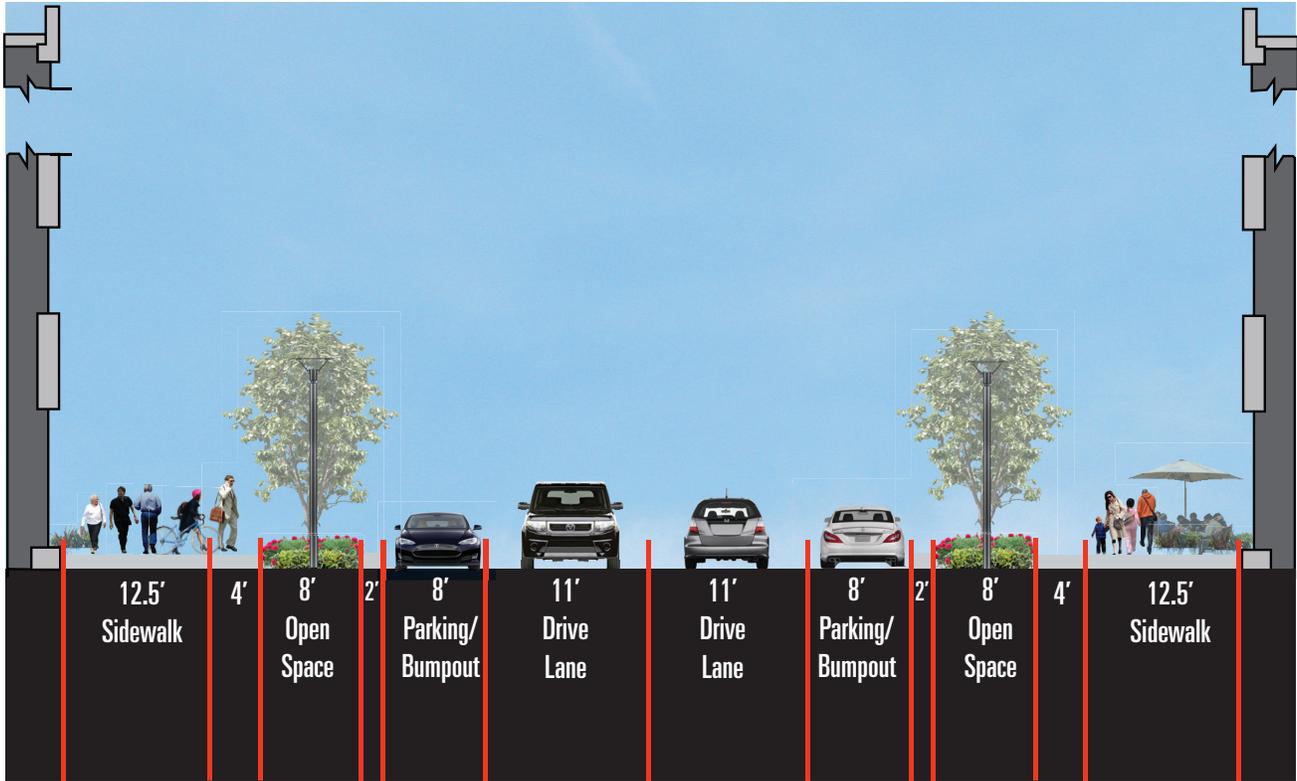
STREET TYPOLOGY A: MONON AVENUE



ROAD TYPOLOGY 
MONON AVENUE
As Depicted 65' R.O.W.

(Not to Scale)

STREET TYPOLOGY B: FOURTH STREET SW



ROAD TYPOLOGY 

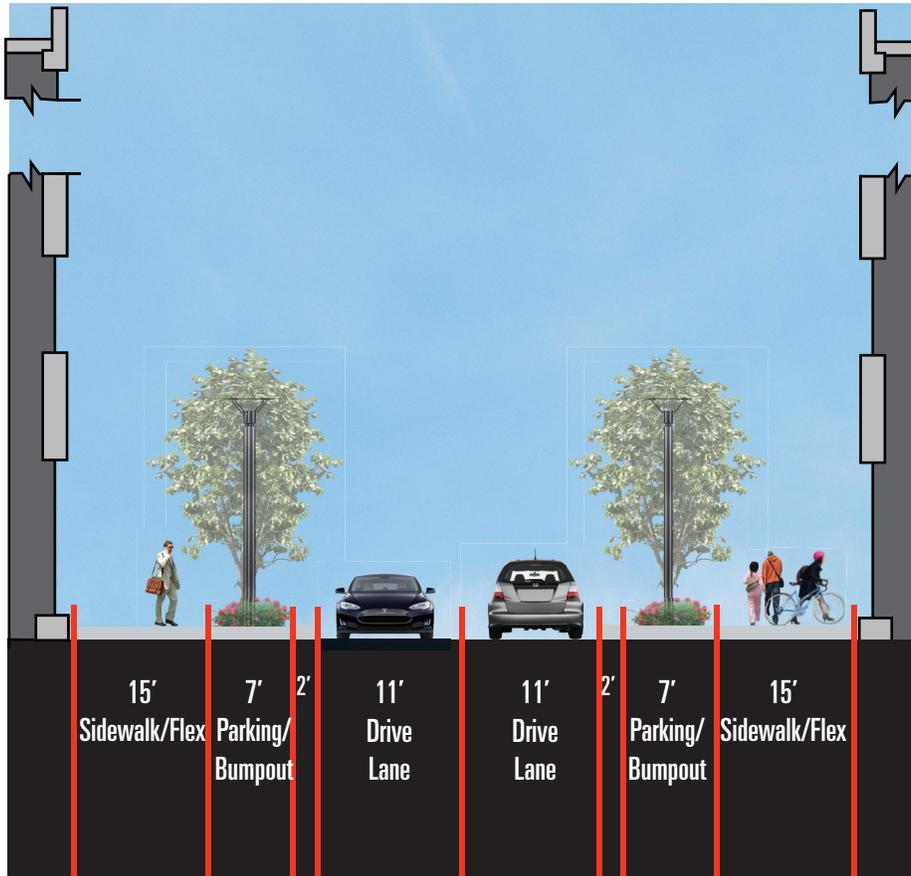
FOURTH STREET SW

As Depicted 100' R.O.W.

(Not to Scale)

Note: 4' area is additional paved flex space.

STREET TYPOLOGY C: SIDE STREET (OPTION 1)



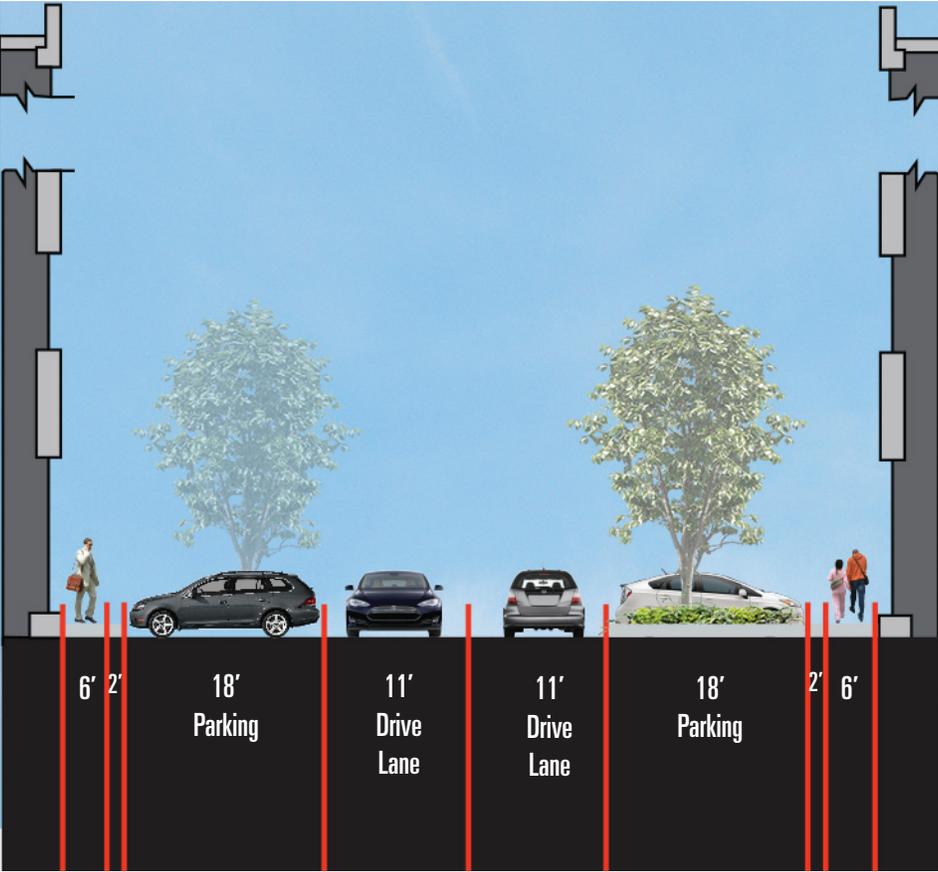
ROAD TYPOLOGY 

SIDE STREET

As Depicted 70' R.O.W.

(Not to Scale)

STREET TYPOLOGY C: SIDE STREET (OPTION 2)



ROAD TYPOLOGY 

SIDE STREET

As Depicted 70' R.O.W.

(Not to Scale)

**EXHIBIT “C”
CHARACTER IMAGES
(SEE ATTACHED DOCUMENT)**

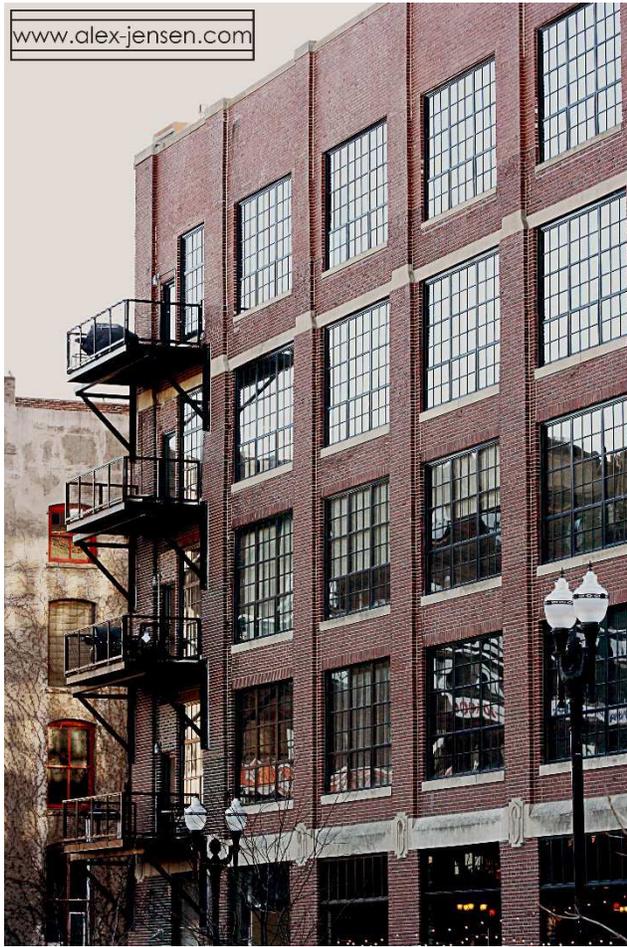


Exhibit C: Character Images - Painted Signs





Exhibit C: Character Images - Painted Signs



www.alex-jensen.com



Exhibit C: Character Images





Exhibit C: Character Images





Exhibit C: Character Images





Exhibit C: Character Images





Exhibit C: Character Images





Exhibit C: Character Images



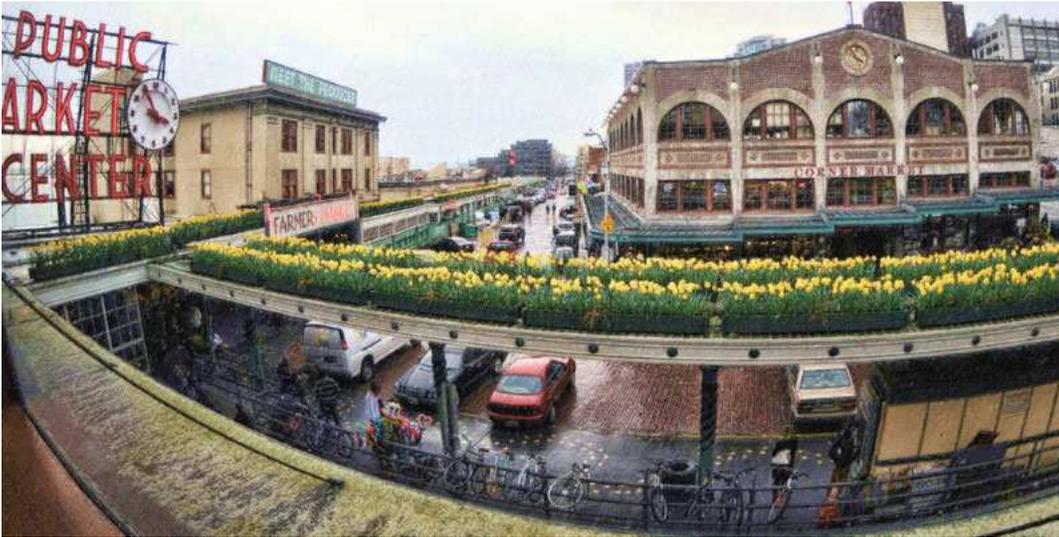


Exhibit C: Character Images





Exhibit C: Character Images





Exhibit C: Character Images





Exhibit C: Character Images

**EXHIBIT “D”
SCHEDULE OF USES
(SEE ATTACHED DOCUMENT)**

Use Table

P=Permitted Use A=Accessory Use

Residential Uses	
Single Family Dwelling	P
Two Family Dwelling	P
Multiple Family Dwelling	P
Accessory Dwelling	P
Attached Dwelling	P
Home Occupation	A
Residential Kennel	A
Bed & Breakfast Inn	P
Model Home	P
Boarding or Lodging House	P
Nursing/Retirement/Convalescent Facility	P
Continuing Care Retirement Community (CCRC)	P
Private Swimming Pool, etc.	P
Office Uses	
Clinic or Medical Health Center	P
Research Laboratory / Facility	P
General Offices	P
Professional Office	P
Training Facility	P
Institutional Uses	
Public Service Facility	P
Educational Uses	
School, Trade or Business	P
College or University	P
Day Nursery/Day Care	P
Retail & Service Uses	
General Retail Sales	P
General Service	P
Automobile/Truck Repair (indoor)	P
Dry Cleaning Establishment (without on-site plant)	P
Financial Institution (with or without drive-thru)	P
Automated Teller Machine (ATM)	P
Food Stand	P
Roadside Sales Stand	P
Self-Service Laundry	P
Tattoo Studio	P
Veterinary Hospital without commercial kennel	P

Exhibit D: Schedule of Uses



Use Table	
<i>P=Permitted Use</i>	<i>A=Accessory Use</i>
Cultural / Entertainment Uses	
Art Gallery	P
Art & Music Center	P
Hotel	P
Hotel (Full Service)	P
Indoor Theater	P
Outdoor Theater	P
Catering Establishment	P
Restaurant, without drive-thru food sales	P
Restaurant, with walk-up/drive-thru food sales	P**
Meeting or Party Hall	P
Museum	P
Tavern/Night Club	P
Industrial Uses	
Light Industrial	P
Storage and/or Warehousing, Indoor	P
Light Manufacturing	P
Printing/Publishing Establishment	P
Storage/Distribution Facility	P
Recreational	
Commercial Recreational Facility, Indoor	P
Commercial Recreational Facility, Outdoor	P
Community Center	P
Private Club or Lodge	P
Park, Public	P
Temporary Uses	
Model Home	P
Sales, Outdoor	P
Sales, Seasonal Outdoor	P
Special Event, Outdoor	P
Parking Lot	P
Transportation/Communication Uses	
Private Parking Lot	P
Private/Public Parking Garage	P
Cell Tower	P*
Antennas	P

*Cell Tower shall require a special use approval

** See Section 4.1 for limitation

Exhibit D: Schedule of Uses Cont.



This Ordinance shall be effective upon its passage by the Council and approval by the Mayor of the City, in accordance with Indiana Code 36-4-6 et seq.

ADOPTED by the Common Council of the City of Carmel, Indiana this ____ day of _____ 2015, by a vote of ____ ayes and ____ nays.

COMMON COUNCIL FOR THE CITY OF CARMEL

Presiding Officer

Kevin D. Rider

President Pro Tempore, Richard L. Sharp

Carol Schleif

Ronald E. Carter

W. Eric Seidensticker

Sue Finkham

Luci Snyder

ATTEST:

Diana L. Cordray, IAMC, Clerk-Treasurer

Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of _____ 2015, at _____ .M.

Diana L. Cordray, IAMC, Clerk-Treasurer

Approved by me, Mayor of the City of Carmel, Indiana, this ____ day of _____ 2015, at _____ .M.

James Brainard, Mayor

ATTEST:

Diana L. Cordray, IAMC, Clerk-Treasurer

Prepared by: Andrew S. Greenwood, Esq., Old Town Development L.L.C., 1132 South Rangeline Road, Suite 200 / Carmel, IN 46032 / 317-341-5909.

RESOLUTION CC-01-05-15-01

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

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

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

WHEREAS, the agreement attached hereto as Exhibit A, (the “Agreement”) sets forth the new contractual relationship between the City and the Association; and

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

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

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

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

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

PASSED by the Common Council of the City of Carmel, Indiana, this ____ day of _____, 2015, by a vote of _____ ayes and _____ nays.

This Resolution was prepared by Ashley Ulbricht, Carmel Assistant City Attorney, on December 22, 2014 at 11:54 a.m. No subsequent revision to this Resolution has been reviewed by Ms. Ulbricht for legal sufficiency or otherwise.
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SO ORDAINED and ordered by the Common Council of the City of Carmel, Indiana,
this ____ day of _____, 2015, by a vote of _____ ayes and _____
nays.

COMMON COUNCIL FOR THE CITY OF CARMEL

Presiding Officer

Kevin D. Rider

Richard L. Sharp, President Pro Tempore

Carol Schleif

Ronald E. Carter

W. Eric Seidensticker

Sue Finkam

Luci Snyder

ATTEST:

Diana L. Cordray, IAMC, Clerk-Treasurer

Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of _____,
2015, at _____ .M.

Diana L. Cordray, IAMC, Clerk-Treasurer

Approved by me, the Mayor of the City of Carmel, Indiana, this ____ day of _____,
2015, at _____ .M.

James Brainard, Mayor

ATTEST:

Diana L. Cordray, IAMC, Clerk-Treasurer
Resolution CC-01-05-15-01

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AGREEMENT

Between

CITY OF CARMEL

And

**CARMEL PROFESSIONAL FIRE FIGHTERS
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 4444**

EFFECTIVE

~~**January 1, 2013 – December 31, 2014**~~

January 1, 2015 – December 31, 2016

EXHIBIT A

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Agreement

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

Article I – Period of Agreement

Section 1 – Duration

Upon its proper execution by all parties hereto, this Agreement shall be effective as of 12:01 a.m. on January 1, 2015, and shall be in effect until 11:59 p.m. on December 31, 2016. ~~This Agreement shall remain in full force and effect, unless either party desiring to amend this Agreement shall notify the other in writing. Notice of a request for amendment shall specify the content of any and all proposed amendments. The parties agree to begin good faith negotiations on a future Agreement no later than July of 2016.~~ If a new Agreement is not executed before the end of this Agreement, then this Agreement shall remain in effect until a new Agreement is executed by the parties hereto.

Section 2 – Separability

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

Section 3 – Minimums Only

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

Section 4 – Uniformity

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

218 **Article II – Recognition**

219 The City recognizes the Union as the exclusive recognized representative agent for members of
220 the Carmel Fire Department (“Department”) with the rank of Battalion Chief or below, so long
221 as the Union maintains the support of the majority of those firefighters. Members of the
222 Department holding the rank of Battalion Chief or below shall hereinafter individually referred
223 to as an “Employee” and collectively referred to as “Employees” and the group of Employees
224 represented by the Union as their exclusive representative shall hereinafter collectively referred
225 to as the “Representation Unit.” If the City questions whether the Union has the support of the
226 majority of the Employees in the Representative Unit, it may review the Clerk-Treasurer’s
227 records and/or certified records provided by the Union to determine if the Union maintains the
228 support of the majority of the Employees in the Department. If the Union does not maintain the
229 support of the majority of the Employees in the Department, the City shall not recognize the
230 Union as the exclusive representative of the Employees at the end of the calendar year in which
231 such majority support is lost.

232 **Article III – Union and City Rights and Obligations**

233 **Section 1 – Union Rights**

234 a. **Payroll Deduction.** ~~The City agrees to deduct Union dues automatically and deposit~~
235 ~~them directly into the appropriate account with the Greater Indianapolis Firefighters~~
236 ~~Credit Union. However, the City shall not be liable to the Union or to any Employee for~~
237 ~~its failure or delay in making such deposits, or for any deposit errors that result from the~~
238 ~~Union’s or Employee’s failure to timely notify the City of dues deduction changes. Upon~~
239 ~~receipt of voluntary, written, current, signed authorization in such form as complies with~~
240 ~~the laws of the State of Indiana, from member of Local 4444 covered by this Agreement,~~
241 ~~the City shall deduct each pay check from the earnings of such employees, an amount~~
242 ~~representing their Union dues as indicated in the current authorization form. The City~~
243 ~~shall remit such monies, together with the appropriate records, to the Association or its~~
244 ~~designated official. The City shall not be liable to the Union for any failure to make such~~
245 ~~deductions. In the event of an overcharge already remitted to the Union, it shall be the~~
246 ~~sole responsibility of the Union to adjust the matter with the employee. The Union will~~
247 ~~indemnify the City and hold it harmless from any or all claims or liabilities which arise~~
248 ~~under this paragraph.~~

249
250 **b. Union use of City Property.**

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

255
256

257 **c. Non-Discrimination.**
258 No Employee will be required to join, support or pay dues to the Union. There shall be
259 no discrimination, interference, restraint or coercion by the City of Union against any
260 Employee for activities or membership in the Union, or a refusal to support, be active in
261 or become a member of the union.

262
263 **d. Union Time.** Employees elected to represent the Union shall be granted time, not to
264 exceed a combined total of two thousand (2,000) hours total annually (to be divided as
265 needed) to perform, without loss of pay, Union functions such as, but not limited to,
266 attendance at meetings, conventions, seminars and conferences.

267
268 **e. Employee Representation.** When an employee is interviewed, formally or informally,
269 regarding a matter that might lead to disciplinary action, if that employee requests a
270 Union representative, all questioning will cease for a reasonable period of time (not to
271 exceed 24 hours) until a Union representative (selected by the Union) can be present.

272 **Section 2 – ~~Rights of the City~~ City Rights**

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

279 **Section 3 – Strikes and Lockouts**

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

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

294

295 **Section 4 – Dispute Resolution**

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

302 **Article IV – Miscellaneous**

303 **Section 1 - Safety**

304 a. The Department shall maintain and keep in effect through the term of this Agreement, a
305 Safety Committee for reviewing departmental accidents, injuries, job-related safety
306 complaints, protective gear and equipment issues, or any other safety related areas. The
307 Safety Committee shall make recommendations to the Chief concerning safety issues.
308 The Safety Committee shall be comprised of up to eight (8) merit members
309 representing the following ~~department~~ ~~division~~ areas:

310 The ex officio members comprised of three (3) ~~Lieutenants~~ ~~Captains~~ who occupy the
311 position of the A, B and C Shift Battalion ~~Aides~~ ~~Executive Officer~~ and the one (1) staff
312 officer who holds the position of Department Safety Officer.

313 The Union Will Select:

- 314 (1) Firefighter
315 (1) Engineer

316 The Department will select:

- 317 (1) Captain or Lieutenant
318 (1) Chief Officer
319

320 The Administration or Committee can call on additional personnel (i.e. Civilian Staff,
321 Maintenance etc.) if it feels that someone's expertise can benefit the committee. Request
322 for meetings involving the Safety Committee may be initiated by the Chief of the
323 Department or the Safety Committee Chairperson, who shall be appointed by the Chief of
324 the Department. The Chairperson shall prepare an agenda of items to be discussed and
325 established and communicate a date and place for such meeting.
326

327 b. The Department and its Employees covered herein shall comply with applicable Federal,
328 State and Local laws and Department policies concerning safety and health. The
329 Department shall make reasonable provisions for the safety and health of its Employees
330 during the hours of employment in compliance with applicable laws. In this regard, the
331 Carmel Professional Firefighters Local 4444 and Employees realize that they have joint

332 responsibility to cooperate in maintaining safe practices in the Department. In addition, it
333 is the responsibility of each Member of the Department to operate vehicles, machinery
334 and equipment in a safe manner.

335
336 c. The Department may summarily discipline, or prohibit an Employee from operating in an
337 unsafe manner. However, no reduction in rank, grade or pay will be made without
338 following the appropriate disciplinary policies of the Department and Indiana Law.

339
340 d. All accidents, regardless of the severity, must be reported to the Member's supervisor
341 immediately for review in accordance with Department Policies.

342

343 **Section 2 – Minimum Staffing**

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

351 **Section 3 – Overtime**

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

355 **Section 4 – Call-back Definition**

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

359 **Section 5 – Fitness Facility**

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

363 **Section 6 – Bid System**

364 Carmel Fire Department Rules and Regulations 7.28, as updated on 7/11/14 via email and GO
365 8/31/14, will govern the CFD bid process, which will remain in effect throughout the term of this
366 Agreement.

367 **Section 7 – Fitness Requirement**

368 In 2011, the parties formed a joint labor management committee to develop a minimum fitness
369 policy using the Public Safety Medical Service validation process. The policy was completed in
370 late 2013. Work Performance Evaluation (WPE) shall be department policy as determined by
371 the labor management process.

372 **Article V – Terms and Conditions of Agreement**

373 **Section 1 – Funding**

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

379 **Article VI – Compensation**

380 **Section 1 – Cost of Living Adjustments**

381 Upon its final approval, all Employees covered by this Agreement shall receive an ~~increase~~ **cost**
382 **of living adjustment** to their base salary of **two percent (2.0%)** for 2015 **and three percent (3.0%)**
383 **for 2016.** ~~Effective upon its final approval, all Employees covered by this Agreement shall~~
384 ~~receive an increase to their base salary (COLA) a percentage amount that is at least equal to the~~
385 ~~change in the Consumer Price Index for all Midwest Wage Earners (“CPI-W”) using the~~
386 ~~December to December comparison versus the previous year, independent of seasonal~~
387 ~~adjustment, as reported by the United States Department of Labor, Bureau of Labor and Statistics~~
388 ~~for the previous calendar year, provided that the amount shall not exceed three percent (3%) nor~~
389 ~~fall below zero percent (0%). Should the COLA provided for by this section exceed three~~
390 ~~percent (3%) or if any adjustments to other employee benefits effectively voids the proposed~~
391 ~~COLA, the City and the Union and approved by the Common council shall return to the~~
392 ~~negotiation process to consider a more appropriate COLA.~~

393 The City agrees to promptly consult with the Union, upon request, regarding changes made to an
394 Employee’s working conditions and/or standards. However, subject to Article VI of this
395 Agreement, the salary, bonus, vacation and sick leave benefits in effect for Employees on
396 **January 1, 2015** ~~January 1, 2013~~ shall not be reduced without the mutual consent of the City and
397 the Union.

398 **Section 2 – Specialty Pay / Ride-Out Pay**

399 Each Fire Department Employee shall be entitled to receive only one (1) type of specialty pay at
400 any given time. ~~, with the exception noted below.~~ The Employee shall receive the highest
401 specialty pay for which he/she is eligible. All specialty pay shall cease when and Employee no

402 longer performs the duties associated with the pay or no longer meets the qualifications for such
403 pay, whether the change results from the decision / action of the City or the Employee.

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

405 **Specialty Pay:**

406	Paramedic	10% of First Class Firefighter Salary
407	Mechanic	\$2000.00
408	Shift Investigator	\$2000.00
409	Hazardous Materials	\$2000
410	Foreign Language	\$2000

411 Paramedic Specialty pay will be based on 10% of a First Class Firefighters Salary. For 2015
412 Paramedic, the salary of a First Class Firefighter is \$63,846 (\$6,384).

413 An Employee who demonstrates a specified level of fluency in an approved foreign language
414 shall receive the Foreign Language Specialty Pay in addition to all other forms of compensation.
415 All such pay must be approved by the Chief and the Director of Human Resources. To continue
416 receiving this compensation, the Employee is required to maintain fluency, and may be
417 periodically re-tested.

418 **Ride – Out Pay:**

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

426 **Section 3 – Longevity Pay**

427 Sworn firefighters shall receive longevity pay at the rate of Two Hundred Twenty Dollars
428 (\$220.00) per year of service for years 1-10 and Two Hundred Eighty Dollars (\$280.00) per year
429 of service for years 11-25. Longevity shall be capped at twenty-five (25) years of service or
430 (\$6,400.00) in addition to all other forms of compensation.

431 **Section 4 – Pension Contribution**

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

438 In addition to fulfilling its statutory obligation to the 1977 Police and Fire Fighter Pension and
439 Disability Fund, the City will contribute an additional 1.3% of the pension base on behalf of
440 firefighters' contribution to the 1977 Fund, resulting in a reduction to the firefighters'
441 contribution in the amount equal to 1.5% of the pension base. To further clarify, of the 6% of the
442 pension base owed by firefighters to the 1977 Fund, the City will pay 1.3% and the employees
443 will pay 4.7%.

444 **Section 5 – Holiday Pay**

445 Each Employee who is required to report to work on a declared holiday, whether on a scheduled
446 shift or an ~~unscheduled basis~~ emergency call-in basis, shall receive Thirteen Dollars (\$13.00) per
447 hour premium pay for each hour actually worked on the holiday. Such premium pay shall be
448 calculated to the nearest quarter hour.

449 **Section 6 – Master Firefighter Pay**

450 A Firefighter will not become a First Class / Master Firefighter until he/she has served 10 years.
451 The First Class / Master Firefighter salary, as designated in the annual salary ordinance, will be
452 certified to the state for pension purposes. A First Class / Master Firefighter is eligible to receive
453 specialty pay and other hourly pay differentials. **The master first class pay will be grade 11 step 6**
454 **+** (\$2100).

455 **Section 7 – Vacation Buy-back**

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

463 Sworn Shift Personnel:

464

- | | |
|----------------------|---|
| 465 1 – 5 years | Maximum of 2 full shifts eligible for submission (48.0 hours) |
| 466 6 – 12 years | Maximum of 3 full shifts eligible for submission (72.0 hours) |
| 467 13 or more years | Maximum of 4 full shifts eligible for submission (96.0 hours) |

468

469 Sworn Staff Personnel:

470

- | | |
|------------------|---|
| 471 1 – 5 years | Maximum of 3 full shifts eligible for submission (22.5 hours) |
| 472 6 – 12 years | Maximum of 5 full shifts eligible for submission (37.5 hours) |

473 13 or more years Maximum of 6 full shifts eligible for submission (45.0 hours)

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

477 **Section 8 – Sick Leave Incentive**

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

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

485 The hourly rate of pay for each eligible Employee, for the purposes of this pay incentive only,
486 shall be calculated as follows: [bi-weekly base pay plus (+) longevity]/80 hours. All sick leave
487 used by an Employee in the course of the calendar year, except leave for injuries incurred on
488 duty or in the line of duty, or as otherwise required by applicable law, shall be counted toward
489 the incentive pay calculation for that year, regardless of the reason for the leave or the status of
490 the leave. Sick leave incentive pay may be paid out each year in February, for the prior calendar
491 year, at the eligible Employee's current rate of pay. An Employee must be employed by the
492 Department for an entire calendar year, and must be employed by the City at the time of the
493 payout, in order to be eligible for incentive pay for that calendar year.

494 **Section 9 – Grade and Step**

495

496 **Definitions:**

497

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

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

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

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

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

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

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

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

518 1. New employees will be hired at Step 1 for the assigned Grade. *All requests for exceptions*
519 *must be put in writing by the department head and approved by the Director of Human*
520 *Resources.*
521

522 2. Step Increases will be given in January only; increases are to be given the rest of the year
523 only as the result of a Promotion or a job Re-evaluation by the City’s independent consultant.
524 All such increases must place the employee at a specific Step in the appropriate Grade.
525

526 3. An employee will not receive a Step Increase in January unless he or she was hired prior to
527 October 1 of the previous year. Employees hired between October 1 and December 31 will
528 receive a Cost of Living Increase but no Step Increase.
529

530 4. *Step Increases will be granted automatically to employees at Step 5 or below.* Step Increases
531 may be contingent upon meeting certain pre-established criteria, such as education and
532 certification requirements. Employees subject to such requirements shall be made aware by
533 their existence immediately upon inception of the requirements, or acceptance of a job that
534 carries such requirements.
535

536 5. *Every employee will move up one Step each year without skipping intermediate Steps.*
537 *EXCEPTION: Public safety employees (Police, Fire and Communications) hired prior to*
538 *1999 with the expectation of programmed raises based on longevity shall continue to receive*
539 *those raises, regardless of the time of year they occur or how many Steps the pay increase*
540 *encompasses). Public Safety employees hired on or after January 1, 1999 will receive annual*
541 *raises in January based on consecutive Steps.*
542

543 6. No employee’s salary will be allowed to exceed the Range Maximum (Step 6) for his or her
544 Grade, unless his or her salary was already above Step 6 on January 1, 1999. *EXCEPTION.*
545 *In the interest of maintaining equality within the ranks of the Police Department and the Fire*

546 *Department, exceptions will be made for Master Firefighters, Fire Lieutenant and Captains.*
547 *Individuals entering those positions by reason of longevity or Promotion shall receive the*
548 *same base salary as others already in those positions, even though the base salary exceeds*
549 *the Range Maximum. Other exceptions may be made under very rare circumstances, with the*
550 *written request and explanation of the department head and the approval 'of the Director of*
551 *Human Resources.*

552
553 7. An employee whose pay is adjusted due to a Promotion will be placed in a Step that will
554 ensure an appropriate pay increase, such Step to be recommended by the department head
555 and approved by the Director of Human Resources.

556 **Article VII – Fringe Benefits**

557 **Section 1 – Retiree Health Insurance**

558 a. The City shall contribute fifty percent (50%) of the monthly employee-spouse premium
559 for retirees who have twenty (20) years of active service with the City, plus an additional
560 one percent (1%) for each additional six (6) months of service, up to a maximum of
561 seventy-five percent (75%) of the employee-spouse (or 75% of the employee-only
562 premium if the employee is unmarried or the spouse is not covered by the City plan),
563 provided that the City's insurance premium contribution shall not exceed Nine Hundred
564 Dollars (\$900.00) per month or (\$10,800.00) Ten Thousand Eight Hundred Dollars per
565 year. Coverage for other eligible dependents may be continued at the retiree's expense.
566 The City's insurance premium contribution cap shall be evaluated each year to keep pace
567 with current health insurance costs.

568
569 b. For an Employee who dies in the line of duty, the City shall contribute 100% of the
570 monthly spouse and dependent (if applicable) medical and dental premiums.

571
572 c. A disabled employee must qualify for a PERF disability benefit before he/she becomes
573 eligible for the City's benefit. The City shall contribute to a disabled employee's
574 insurance premium according to the formula found in City Code Section 2-42.

575 **Section 2 – Annual Physical**

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

582 **Section 3 – Uniforms / Safety Gear**

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

585 **Section 4 – Catastrophic Medical Leave Bank**

586
587 All firefighters unused sick days shall be credited to the Catastrophic Medical Leave Bank. A
588 firefighter who is unable to perform his/her own duties or to perform light duty assignments for
589 an extended period of time due to illness or injury is eligible for PERF disability benefits, which
590 are less than the firefighters active duty pay. Under 35 IAC 2-5-1, the City is not allowed to
591 supplement PERF disability payments. In order to avoid penalizing a firefighter financially
592 during the period of recuperation, the Catastrophic Medical Leave Bank shall allow eligible
593 firefighters to receive up to one hundred twenty (120) calendar days of full pay after sick leave
594 and vacation benefits are exhausted and before PERF disability benefits commence (two hundred
595 forty (240) calendar days for injuries or illnesses incurred in the line of duty), as permitted by
596 law.

597 **Section 5 – Tuition Reimbursement**

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

605 **Section 6- Other Benefits**

606 Additionally, the City agrees not to diminish any employee benefits included within the City of
607 Carmel Employee Handbook as of the date of this Agreement. This obligation shall continue
608 through the termination of this Agreement and the said handbook hereby is included and made a
609 part hereof by reference.

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626 Approved and Adopted this _____ day of _____, 2015.

627

628 **APPROVED AND ADOPTED.**

629

630 CARMEL BOARD OF PUBLIC WORKS
631 (“BOARD”)

632

633 BY:

634

635 _____

636 James Brainard, Presiding Officer

637 Date: _____

638

639 _____

640 Mary Ann Burke, Member

641 Date: _____

642

643 _____

644 Lori S. Watson, Member

645 Date: _____

646

647 ATTEST:

648

649 _____

650 Diana L. Cordray, IAMC, Clerk-Treasurer

CARMEL PROFESSIONAL
FIREFIGHTERS ASSOCIATION

BY:

Sean Sutton, President

Date: _____

JC Mitchell, Secretary-Treasurer

Date: _____

RESOLUTION CC-01-05-15-02

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA,
AMENDING THE CONTRACT WITH CARMEL FRATERNAL ORDER OF POLICE LODGE**

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WHEREAS, pursuant to Indiana law, the City of Carmel, Indiana (“City”) has established a contractual relationship with Carmel Fraternal Order of Police Lodge 185 (“FOP”), pertaining to issues involving the hours, working conditions and certain other benefits of members of the Carmel Police Department; and

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

WHEREAS, the agreement attached hereto as Exhibit A, (the “Agreement”) sets forth the new contractual relationship between the City and the FOP; and

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

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

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

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

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

PASSED by the Common Council of the City of Carmel, Indiana, this ____ day of _____, 2015, by a vote of _____ ayes and _____ nays.

This Resolution was prepared by Ashley Ulbricht, Carmel Assistant City Attorney, on December 22, 2014 at 11:54 a.m. No subsequent revision to this Resolution has been reviewed by Ms. Ulbricht for legal sufficiency or otherwise. Z:\lcraig\LFine D Drive\Files\Resolutions\2015\CC-01-05-15-02.doc

COMMON COUNCIL FOR THE CITY OF CARMEL

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Presiding Officer

Kevin D. Rider

Richard L. Sharp, President Pro Tempore

Carol Schleif

Ronald E. Carter

W. Eric Seidensticker

Sue Finkam

Luci Snyder

ATTEST:

Diana L. Cordray, IAMC, Clerk-Treasurer

Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of _____, 2015, at _____ .M.

Diana L. Cordray, IAMC, Clerk-Treasurer

Approved by me, the Mayor of the City of Carmel, Indiana, this ____ day of _____, 2015, at _____ .M.

James Brainard, Mayor

ATTEST:

Diana L. Cordray, IAMC, Clerk-Treasurer

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Agreement
Between
City of Carmel
And
Fraternal Order of Police Lodge #185

Effective
~~January 1, 2013 to December 31, 2014~~
January 1, 2015 to December 31, 2016

EXHIBIT A

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AGREEMENT

Section 1

This Agreement (“Agreement”) is entered into by and between the City of Carmel (“City”), represented by the Mayor of the City (“Mayor”), the City’s Board of Public Works and Safety (“Board”) and the City’s Common Council (“Common Council”), and the Fraternal Order of Police Lodge #185 (“FOP”) represented by the Wage and Benefits Committee (“Representative Unit”). This Agreement shall not be construed as a collective bargaining agreement for purposes of Federal or State labor laws or (otherwise).

Section 2

The City recognizes the FOP as the exclusive representative agent for all members of the Carmel Police Department (“Department”) with the merit rank of Lieutenant or below for the limited purpose of meeting and conferring with respect to salaries, wages, and other employee benefits so long as the FOP maintains the support of a majority of those police officers. Members of the Department holding the merit rank of Lieutenant or below shall be hereinafter collectively referred to as “employees” and the group of employees represented by the FOP as their exclusive representative shall be hereinafter collectively referred to as the “Representative Unit.” If the City questions whether the FOP has the support of the majority of the employees in the Representative Unit, it may review the Clerk-Treasurer’s records and/or certified records provided by the FOP to determine if the FOP maintains the support of a majority of the Employees in the Department. If the FOP does not maintain the support of a majority of the sworn members of the Department, the City shall not recognize the FOP as the exclusive representative of the employees at the end of the calendar year in which such majority support is lost.

Section 3

If any provision of this Agreement is rendered or declared invalid by a court action or legislation, the remaining portions of this Agreement shall remain in full force and effect.

Section 4

The FOP and the City will begin negotiations, in good faith, on a future agreement before the termination of this Agreement.

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Section 5

Upon its proper execution by all parties hereto, and subject to Section 2 above, this Agreement shall take effect ~~at 12:01 a.m. on January 1, 2013 and remain in effect until 11:59 p.m. on December 31, 2014.~~ **12:01 a.m. on January 1, 2015 and remain in effect until 11:59 p.m. on December 31, 2016.** The FOP and the City will begin negotiations, in good faith, on a future labor agreement before the termination of this Agreement. **This Agreement shall remain in full force and effect, unless either party desiring to amend this agreement shall notify the other in writing. Notice of a request for amendment shall specify the content of any and all proposed amendments. The parties agree to begin good faith negotiations on a future Agreement no later than June of 2016.** If a new Agreement is not executed before the end of this Agreement, then this Agreement shall remain in effect until a new Agreement is executed by the parties hereto.

Section 6

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

Section 7

- A. Dues Collection. Upon receipt of a voluntary, written, signed and dated authorization form from Employees of the Representative Unit who are members of the FOP, the City shall deduct each month from the earnings of each said Employees, an amount representing their regular, monthly dues for the preceding month and shall remit such monies, together with the appropriate records, to a designated FOP official. The City shall not be liable to the FOP for failure to make or errors in deductions for dues. The FOP will indemnify the City and hold it harmless from any or all claims or liabilities which may arise under this paragraph.
- B. Bulletin Boards. The City shall furnish a suitable bulletin board in a convenient location to be used by the FOP, for the purpose of posting FOP notices and other FOP materials. The City reserves the right to remove inappropriate materials provided that the City provides notice to the FOP and the reason for such removal.
- C. Access to Roll Call. The FOP shall have limited access to attend roll call for the purpose of conveying FOP announcements to members of the Department after securing the

84 approval of the Chief or his designee, which approval shall not be unreasonably withheld,
85 and shall not be denied with undue cause.

86 **Section 8**

- 87 A. There shall be an FOP Wage and Benefits Committee composed of five (5) members. A
88 Wage and Benefits Committee shall be convened prior to the expiration of the current
89 Agreement. Three (3) members of the Wage and Benefits Committee shall be appointed by
90 the Executive Board of the FOP and two (2) representatives appointed by the Chief. The
91 Chief and Mayor, or their representatives, shall meet and confer not less than twice
92 annually, for the purposes of discussing wage and benefit issues affecting Employees.
93 Discussions at said meetings shall be limited to the subject matter included in the agenda
94 submitted by the FOP to the Chief or by the Chief to the FOP at least seven (7) calendar
95 days prior to the agreed upon meeting date.
- 96 B. The City shall grant to the FOP and its members one thousand (1,000) hours total annually
97 to be used to perform FOP duties such as, but not limited to, FOP conventions,
98 conferences, and seminars. The FOP member requesting such time shall submit such
99 request to the FOP President for approval, and then shall submit the appropriate form to
100 his/her immediate supervisor for Department approval, which approval shall not be
101 unreasonably withheld subject to the staffing and operations need of the Department as
102 determined by the Chief. Such approval shall not be denied with undue cause.

103
104 **Section 9**

- 105 A. The Chief shall maintain personnel files for all Employees. Employees shall be allowed to
106 examine the contents of their own personnel file, in the Chief's office, during regular City
107 business hours and, upon request, may receive copies of the documents contained in their
108 personnel files.
- 109 B. Employees may not remove any document from their personnel file, but may challenge, in
110 writing, any data believed to be inaccurate. The Chief shall direct an investigation of all
111 such challenges. If there exists any comment adverse to an Employee's interest contained
112 in his personnel file, the employee may file a written response to same with the Chief.
113 With approval of the Chief, which approval shall not be unreasonably withheld, this
114

115 response shall be attached to said adverse comments. It is understood and agreed that
116 information retained by the Internal Affairs files shall not be included in an Employee's
117 personnel file or available for review and/or copying by such employee. Further, once an
118 employee is scheduled for interrogation by the Department concerning an internal
119 investigation, he or she will be informed of the nature of the complaint but not the name of
120 the complainant. The employee, upon request, shall be afforded the opportunity ~~to have to~~
121 ~~consult with legal counsel~~ to consult with legal counsel and/or have legal counsel present
122 prior to any Departmental interrogation, which consultation or legal representation shall
123 not be allowed to materially delay the timing of the interrogation. Before any interrogation
124 that has the reasonable potential, based upon the facts and circumstances then known, to
125 lead to criminal charges, the Department shall advise the employee of his or her Garrity
126 rights. The impact of an Internal Affairs investigation on the integrity of the Department
127 and on employee morale necessitates a timely resolution to such issues. Therefore, the
128 Carmel Police Department requires a thirty (30) day limit for completing an Internal
129 Affairs investigation with status reports due every seven (7) days. There may be
130 exceptions to the thirty-day limit but extensions should only be granted for those cases in
131 which extenuating circumstances exist. Officers who are subject to investigation by
132 Internal Affairs shall be individually notified in writing of the disposition of said
133 investigation within thirty (30) days of said final disposition.

134
135 **Section 10**

136 The City shall make reasonable provisions for the safety and health of police officers during the
137 hours of their employment. It shall maintain its equipment and facilities in safe operating condition in
138 accordance with Federal, State, and local law. The City shall provide, at its expense, the equipment for
139 special teams, as directed by the Chief.

140 **Section 11**

141 Although the parties recognize that it is difficult to compare different pay and work structures as to
142 ensure exact mathematical equivalencies, the City agrees that, to the extent possible, to ensure that Carmel
143 Police Officers receive the equivalent compensation in pay and benefits received by all Carmel public
144 safety employees.

- 146 A. Base Salary Increase. In the first year of this Agreement, each employee shall receive a
147 2% increase in base salary. In the second year of this Agreement, each employee shall
148 receive a 3% increase in base salary. ~~Subject to Section 15 of this Agreement, all~~
149 ~~Employees covered by this Agreement shall receive an increase to their base salary~~
150 ~~(COLA) a percentage amount that is at least equal to the change in the Consumer Price~~
151 ~~Index for all Midwest Wage Earners (“CPI W”) using the December to December~~
152 ~~comparison versus the previous year, independent of seasonal adjustment, as reported by~~
153 ~~the United States Department of Labor, Bureau of Labor and Statistics for the previous~~
154 ~~calendar year, provided that the amount shall not exceed three percent (3%) nor fall below~~
155 ~~zero percent (0%). Should the COLA provided for by this section exceed three percent~~
156 ~~(3%) or if any adjustments to other employee benefits effectively voids the proposed~~
157 ~~COLA, the City and the FOP and approved by the Common Council shall return to the~~
158 ~~negotiation process to consider a more appropriate COLA.~~
- 159 B. Shift Differential. Shift Differential for officers whose shifts begin at or after 2:00 PM
160 shall receive One Dollar (\$1.00) an hour.
- 161 C. FTO Pay. FTO (Field Training Officer) pay for officers shall receive position pay in the
162 amount of Five Dollars (\$5.00) an hour on top of their regular pay. Such additional
163 compensation shall be paid only to those officers actually functioning in such position,
164 when training a new officer.
- 165 D. Overtime Pay. Overtime compensation for officers shall be in addition to the amounts
166 specified, and shall be paid in compliance with the Federal Fair Labor Standards Act and
167 the City of Carmel’s most current compensation ordinance as adopted by the Carmel
168 Common Council.
- 169 E. Court Time and Call Out Time. Officers shall receive a minimum of two (2) hours
170 compensation for court sessions attended during non-working hours ~~for~~ and **for** any time
171 an Officer is called in off-duty for work related business. **Officer’s called in for**
172 **unscheduled work related business, such as shift coverage, a special team’s emergency call**
173 **out, or any other non-scheduled mandatory call back, shall be compensated at the pay rate**
174 **of time and a half. An Officer may not receive compensation time in lieu of time and a**
175 **half for these specific types of mandatory call backs.**

176 F. Longevity Pay. Full-time officers shall receive longevity pay at the rate of Two Hundred
177 Twenty Dollars (\$220.00) per year of service for years 1-10 and Two Hundred Eighty
178 Dollars (\$280.00) per year of service for years 11-25. Longevity shall be capped at 25
179 years of service or \$6,400, in addition to all other forms of compensation. The rate of
180 longevity pay shall be evaluated each year. Longevity pay terms and conditions shall
181 conform to the City’s current longevity ordinance as adopted by the Carmel Common
182 Council.

183 G. Specialty Pay. Officers who meet criteria specified by the Police Department’s Rules and
184 Regulations may qualify for the specialty pay, in addition to all other forms of
185 compensation:

- 186 • Investigator (Patrol/Detective Only) Up to \$2,500.00 Per Year
- 187 • School Resource Officer Up to \$2,500.00 Per Year
- 188 • Personnel Specialist/FTO Coordinator Up to \$2,500. 00 Per Year
- 189 • Firearms Range/Training Coordinator Up to \$2,500.00 Per Year
- 190 • Special Weapons And Tactics (SWAT) Up to \$1,500.00 Per Year
- 191 • Traffic Division (Motorcycle Patrol Officer) Up to \$1,500.00 Per Year
- 192 • Accident Investigator Up to \$1500.00 Per Year
- 193 • ~~Foreign Language Interpreter Up to \$1500.00 Per Year~~
- 194 • **Foreign Language Interpreter Up to \$2000.00 Per Year**
- 195 • Field Evidence Technician Up to \$1,000.00 Per Year
- 196 • Drug Recognition Officer Up to \$1,000.00 Per Year
- 197 • IDACS Coordinator Up to \$1,000.00 Per Year
- 198 • Child Safety Seat Technician Up to \$1000.00 Per Year

199 Each Police Department employee shall be entitled to receive only one (1) type of specialty
200 pay at any given time, with the exception of Foreign Language Interpreter. The employee
201 shall receive the highest specialty pay for which he or she is eligible. All specialty pay
202 shall cease when an employee no longer performs the duties associated with the pay or no
203 longer meets the qualifications for such pay.

204 H. First Class/Master Patrol Officer Pay. ~~A First Class Master Patrol Officer shall be entitled~~
205 ~~to receive at least Two Thousand One Hundred Dollars (\$2,100.00) per year, in addition to~~
206 ~~all other forms of compensation. A First Class Master Patrol Officer is eligible to receive~~

~~specialty pay and other hourly specialty pay differentials. The City agrees to certify First Class Master Patrol as First Class salary to the 1977 Fund. The First Class/Master Patrol Officer salary, as designated in the annual salary ordinance, will be certified to the state for pension purposes. A First Class/Master Patrol Officer is eligible to receive specialty pay and other hourly pay differentials.~~

I. Pay Scale.

Definitions

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

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

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

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

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

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

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

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

Grade and Step

1. New employees hired with no experience start at Grade 11, Step 1. The exception to this rule shall apply to new employees hired under the lateral employment program. The following matrix shall apply:

Entry level starting salary (no experience):	Grade 11, Step 1
Academy Certification and up to 1 year experience:	Grade 11, Step 2
2 years experience:	Grade 11, Step 3

250	3 years experience:	Grade 11, Step 4
251	4 or more years experience:	Grade 11, Step 5

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2. Step Increases will be given in January only; increases are to be given the rest of the year only as the result of a Promotion or a job Re-evaluation by the City's independent consultant. All such increases must place the employee at a specific Step in the appropriate Grade.
3. An employee will not receive a Step Increase in January unless he or she was hired prior to October 1 of the previous year. Employees hired between October 1 and December 31 will receive a Cost of Living Increase but no Step Increase.
4. Step Increases may be contingent upon meeting certain pre-established criteria, such as education and certification requirements. Employees subject to such requirements shall be made aware by their existence promptly upon inception of the requirements, or acceptance of a job that carries such requirements.
5. No employee's salary will be allowed to exceed the Range Maximum (Step 6) for his or her Grade, unless his or her salary was already above Step 6 on January 1, 1999.
6. An employee whose pay is adjusted due to a Promotion will be placed in a Step that will ensure an appropriate pay increase, such Step to be determined by the Chief of Police or his designee.

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- J. Accident Investigators, Certified Instructors, DARE Officers Pay. Officers designated as Accident Investigators, Certified Instructors and DARE Officers shall receive up to Three Dollars (\$3.00) per hour for performing the duties associated with these functions, in addition to all other forms of compensation. School Resource Officers who are already receiving SRO specialty pay are ineligible for this benefit.
- K. Clothing Allowance. Officers with twelve (12) months of service in the Department shall receive a clothing allowance of One Thousand Four Hundred Dollars (\$1400.00) per year, to be paid in a lump sum on or before April 1 of each year. Such payment shall be treated as taxable income.
- L. Sick Leave Incentive Pay. Employees may be eligible for sick leave incentive pay, which is based on the amount of sick leave used in a calendar year as follows:

No sick leave used	24 hours
Up to and including one (1) shift used	20 hours

287	Over one (1) to and including two (2) shifts used	12 hours
288	Over two (2) to and including three (3) shifts used	8 hours
289	Over three (3) to and including four (4) shifts used	4 hours
290	Over four (4) shifts used	0 hours

291 The hourly rate of pay for each eligible employee, for the purposes of this pay incentive
 292 only, shall be calculated as follows: [bi-weekly base pay plus (+) longevity]/80 hours. All
 293 sick leave used by an employee in the course of the calendar year, except leave for injuries
 294 incurred on duty or in the line of duty, shall be counted toward the incentive pay
 295 calculation for that year, regardless of the reason for the leave or the status of the leave.
 296 Sick leave incentive pay may be paid out each year in February, for the prior calendar year,
 297 at the eligible employee’s current rate of pay. An Employee must be employed by the
 298 Department for an entire calendar year, and must be employed by the City at the time of
 299 the payout, in order to be eligible for incentive pay for that calendar year.

300 M. Holiday Pay. Each employee who is required to report to work on a declared holiday,
 301 whether on a scheduled or an unscheduled basis, shall receive Thirteen Dollars (\$13.00)
 302 per hour premium pay for each hour actually worked on the holiday. Such premium pay
 303 shall be calculated to the nearest quarter hour.

304 N. Vacation Leave. The City agrees to maintain the vacation leave schedules for Employees
 305 in effect at the time of the execution of this Agreement.

306 O. Bereavement Leave. The City agrees to maintain the current bereavement leave benefit in
 307 effect at the time of the execution of this Agreement.

308 P. Trade Days. Employees shall be permitted to voluntarily trade work days, subject to the
 309 advance approval of the Chief or his designee. Such traded regular work shifts shall be
 310 exempted from the computation of overtime hours. Trade days must be balanced by the
 311 end of the 28-day work period and must be documented on the appropriate City form.
 312 Subject to advance approval of the officer’s supervisor, an officer will be allowed to trade
 313 days with another officer of the same rank, within the same 28-day period. **Once the trade**
 314 **has been approved, the trading officers will be considered members of their traded shift for**
 315 **that day and responsible for their attendance and manpower requirements; as if it were**
 316 **their own shift. In the event of an absence, normal procedures to fill manpower**
 317 **requirements will be followed (i.e. the original officer will not be required to cover the**

318 **shift**). The Department will have the unilateral right, after meeting and conferring with the
319 FOP, to discontinue or alter the procedure for trading days.

320 Q. Leave of Absence. Officers may be granted leaves with or without pay in accordance with
321 Federal, State or local law. All leaves of absence shall be subject to the approval of the
322 Chief.

323 R. Catastrophic Medical Leave Bank. All officers' unused sick days shall be credited to the
324 Catastrophic Medical Leave Bank, as specified in Special Order 98-21. An officer who is
325 unable to perform his/her own duties or to perform light duty assignments for an extended
326 period of time due to illness or injury is eligible for PERF disability benefits, which are
327 less than the officer's active duty pay. Under 35 IAC 2-5-1, the City is not allowed to
328 supplement PERF disability payments. In order to avoid penalizing an officer financially
329 during the period of recuperation, the Catastrophic Medical Leave Bank shall allow
330 eligible officers to receive up to one hundred twenty (120) calendar days of full pay after
331 sick leave and vacation benefits are exhausted and before PERF disability benefits
332 commence (two hundred forty (240) calendar days for injuries or illnesses incurred in the
333 line of duty).

334 S. Retiree Health Insurance. The City shall contribute fifty percent (50%) of the monthly
335 employee-spouse premium for retirees who have twenty (20) years of active service with
336 the City, plus an additional one percent (1%) for each additional six (6) months of service,
337 up to a maximum of seventy-five percent (75%) of the employee-spouse (or 75% of the
338 employee-only premium if the employee is unmarried or the spouse is not covered by the
339 City plan), provided that the City's insurance premium contribution shall not exceed Nine
340 Hundred Dollars (\$900.00) per month or Ten Thousand Eight Hundred Dollars
341 (\$10,800.00) per year. Coverage for other eligible dependents may be continued at the
342 retiree's expense. The City's insurance premium contribution cap shall be evaluated each
343 year to keep pace with current health insurance costs. **For an Employee who dies in the line
344 of duty, the City shall contribute 100% of the monthly spouse and dependent (if
345 applicable) medical and dental premiums. A disabled employee must qualify for a PERF
346 disability benefit before he/she becomes eligible for the City's benefit. The City shall
347 contribute to a disabled employee's insurance premium according to the formula found in
348 City Code Section 2-42**

349 T. Police and Fire Employee PERF. The City shall maintain membership in the 1977 Fund
350 and shall require members of the Department to meet the eligibility requirements for the
351 Fund. The City shall pay twenty-one percent (21%) of the established Police Officer First
352 class salary for each Member of the Department participating in the 1977 Fund. In the
353 event that state actuary reports are lower than the twenty-one percent (21%) obligation
354 levied upon the City in any fiscal year, that amount shall be reflected as a credit toward the
355 six percent (6%) obligation levied upon the members of the Department.

356 U. Vacation Buy-Back: Employees may submit up to one third (1/3) of their unused
357 annually accrued vacation time. The City may buy back such vacation time and, if it does
358 so, shall buy back each hour of vacation time at the Employee’s hourly rate. Employees
359 must submit their hours in no less than eight (8) hour increments to the Department on the
360 first Monday of the last pay period. Payment for any submitted vacation, if approved,
361 shall be rendered by the City before the last day in February of the following year.

362 Sworn Personnel:

363		
364	1-5 years	Maximum of 4 full shifts eligible for submission (32 hours)
365	6-20 years	Maximum of 6 full shifts eligible for submission (48 hours)
366	21 or more years	Maximum of 7 full shifts eligible for submission (56 hours)

367 Any Employee who has been suspended from the Department for disciplinary purposes or
368 any Employee having used five (5) or more sick days in a calendar year will be
369 disqualified from this benefit as permitted by law, for the year in which the suspension
370 occurred, or more than (5) sick days were used. The only exception to this rule would be
371 an on-duty injury. The hourly rate of pay for each eligible employee, for the purposes of
372 this pay incentive only, shall be calculated as follows: [bi-weekly base pay plus (+)
373 longevity]/80 hours.

374 V. Tuition Reimbursement. The City sponsors a tuition reimbursement program for full-time
375 employees who are employed by the City both on years prior to the beginning of the
376 course for which tuition reimbursement is requested and at the time the final request for
377 reimbursement is made. To be eligible for tuition reimbursement the employee cannot
378 have been subject to disciplinary probation, demotion, or suspension within the 90
379 calendar days immediately prior to the beginning date of the course for which tuition
380 reimbursement is requested. See Carmel City Code (§ 2-58 Tuition Reimbursement.)

381 W. Additionally, the City agrees not to diminish any employee benefits included in the City of
382 Carmel Employee Handbook as of the date of this Agreement. This obligation shall
383 continue through the termination of this Agreement and the said handbook hereby is
384 included and made a part hereof by reference.
385

386 **Section 12**

387 The City will allow FOP meetings to be held in City buildings at times agreed to by the Chief of
388 the Department. The FOP will be responsible for the care and security of the building during such
389 meetings. The City will allow the FOP to utilize electronic bulletin boards, e-mail systems, Internet access
390 and paging systems in accordance with existing City policies.
391

392 **Section 13**

393 No employee will be required to join, support or pay dues to the FOP. There shall be no
394 discrimination, interference, restraint or coercion by the City or FOP against any employee for activities
395 or membership in the FOP, or a refusal to support, be active in or become a member of the FOP.
396

397 **Section 14**

398 The FOP agrees that it is the exclusive right of the City to:

- 399 (a) Maintain order, discipline and efficiency in the operations of the Department;
- 400 (b) Hire, direct, transfer, promote, discharge or otherwise discipline, Employees in
401 accordance with law;
- 402 (c) Operate and manage the work of the Department;
- 403 (d) Allocate personnel, apparatus, police stations and sub-stations and other resources in a
404 manner the Chief of the Department believes is in the best interest of public safety and
405 the safety of personnel; and
- 406 (e) In addition, all terms and conditions of employment not addressed above in this
407 Section or otherwise in this Agreement shall continue to be provided in and at the sole
408 discretion of the City.

409 The FOP and the City agree to work together in good faith to resolve labor/management issues
410 covered within the purview of this Agreement. The FOP agrees to encourage its members to follow all
411 Department rules, policies and procedures and to strive to improve their skills to ever-higher levels, and
412 the City agrees to enforce its rules in a fair and impartial manner.

Section 15

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~~If the projection of revenues for the ensuing fiscal year fall below revenues collected in the current year the parties agree that the provisions of the C.O.L.A. (Section 11A) shall be inapplicable for and during the ensuing fiscal year unless the Mayor shall propose otherwise with concurrence from the Common Council. The parties agree that this event of declining revenues shall not be a cause to re-negotiate the terms of this Agreement.~~ The parties agree that, if the Common Council fails or refuses to fully fund this Agreement under circumstances wherein full funding would not adversely affect a vital governmental function of the City, all financial provisions of this Agreement shall become null and void to the extent they are not funded, and that they will return to the negotiation process to negotiate Agreement terms that are consistent with the level of funding approved by the Common Council. The City agrees to promptly consult with the FOP Executive Board, upon request, regarding changes made to an Employee’s working conditions and/or standards. However, subject to Section 11 of this agreement, the salary, bonus, vacation and sick leave benefits in effect for Employees on January 1st, ~~2013~~ 2015 shall not be reduced without the mutual consent of the City and the FOP Executive Board.

APPROVED AND ADOPTED.

CARMEL BOARD OF PUBLIC WORKS AND SAFETY (“BOARD”)

BY:

James Brainard, Presiding Officer
Date: _____

Mary Ann Burke, Member
Date: _____

Lori S. Watson, Member
Date: _____

ATTEST:

Diana L. Cordray, IAMC, Clerk-Treasurer

FRATERNAL ORDER OF POLICE Lodge #185 (“FOP”)

BY:

Shane R. VanNatter, President
Date: _____

Blake Lytle, Vice-President
Date: _____

Matthew Broadnax, Treasurer
Date: _____