

**Board of Public Works and Safety Meeting**  
**Agenda**  
**Wednesday, February 1, 2023 – 10:00 a.m.**  
**Council Chambers City Hall, One Civic Square**

**MEETING CALLED TO ORDER**

**1. MINUTES**

- a. **Minutes from the January 18, 2023, Regular Meeting**

**2. BID/QUOTE OPENING**

- a. **Acknowledgment of Cancellation of Bid Opening for Brookshire Golf Course Cellular Tower and Equipment Project; Sergey Grechukhin, Office of Corporation Counsel**

**3. CONTRACTS**

- a. **Resolution BPW 02-01-23-02; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Agreement Between City and Vendor; Tom Wood Volkswagen, Inc.; (\$47,265.25); One (1) Department Vehicle; Includes Statement & Request for Approval of Special Purchase; Jeremy Kashman, City Engineer**
- b. **Resolution BPW 02-01-23-03; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Agreement Between City and Vendor; Tom Wood Ford, Inc.; (\$40,602.10); Two (2) Department Vehicles; Includes Statement & Request for Approval of Special Purchase; Jeremy Kashman, City Engineer**
- c. **Request for Purchase of Goods and Services; Courtesy Ford Motors, LLC; (\$1,353,386.25); Twenty-nine (29) Specialized Police Vehicles; Includes Statement & Request for Approval of Special Purchase; Chief James Barlow, Carmel Police Department**
- d. **Request for Purchase of Goods and Services; Acid Remap, LLC; (\$3,500.00); EMS Protocol Application Updates; Subscription Agreement; Chief David Haboush, Carmel Fire Department**
- e. **Request for Purchase of Goods and Services; Angel Oak Tree Care; (\$140,000.00); Tree Removal and Other Landscape Services; Additional Services Amendment; Mike Hollibaugh, Director of the Department of Community Services**
- f. **Request for Purchase of Goods and Services; AVI Systems, Inc.; (\$85,554.07); Equipment Repairs; Additional Services Amendment; Bob Higgins, Brookshire Golf Club**

- g. **Request for Purchase of Goods and Services; Fredericks, Inc; (\$9,590.00); Sidewalk - Carmel Data Center; CO #5; Timothy Renick, Director of Information and Communication Systems**
- h. **Request for Purchase of Goods and Services; Rieth-Riley Construction, Inc; (\$36,949.54); 20-ENG-01 Smoky Row Road Reconstruction – Underdrain Outlet Pipe Work; CO #5; Jeremy Kashman, City Engineer**
- i. **Request for Purchase of Goods and Services; Office Works Services, LLC; (\$518.29); Additional Pieces; Additional Services Amendment; Jeremy Kashman, City Engineer**
- j. **Resolution BPW 02-01-23-01; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Agreement Between City and Vendor; World Class Ice Sculpture; (\$1,600.00); Performance Agreement - Festival of Ice; Nancy Heck, Director of the Department of Community Relations**
- k. **Resolution BPW 02-01-23-04; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Agreement Between City and Vendor; Insight Public Sector, Inc.; (\$474,103.14); Microsoft EA Licensing and Subscription Renewal; Timothy Renick, Director of Information and Communication Systems**
- l. **Request for Purchase of Goods and Services; TMT, Inc.; (\$100,000.00); 2023 Trees; Additional Services Amendment; Mike Hollibaugh, Director of the Department of Community Services**
- m. **Request for Purchase of Goods and Services; TouchPhrase Development, LLC d/b/a Julota; (\$13,992.50); Software as a Service License Agreement; Chief James Barlow, Carmel Police Department, and Chief David Haboush, Carmel Fire Department**

#### **4. REQUEST TO USE CITY STREETS/PROPERTY**

- a. **Request to Replace Documents; Use of Carter Green / Parking Spaces; Carmel Pride Festival; June 25, 2023; 10:00 AM – 11:00 PM; Marielle Cortelyou, Carmel Pride; *Tabled January 18, 2023***
- b. **Request to Use / Close City Streets / Monon & Main Plaza / Midtown Plaza; Artomobilia; September 9, 2023; 6:00 AM – 9:00 PM; Meg Gates Osborne**
- c. **Request to Use / Close City Streets / Monon & Main Plaza; Art of Wine; May 20, 2023; 8:00 AM – May 21, 2023 1:00 AM; Sondra Schwieterman, City of Carmel**
- d. **Request to Use Midtown Plaza; Holiday Porchfest; December 9, 2023; 1:00 PM – 5:00 PM; Sondra Schwieterman, City of Carmel**
- e. **Request to Use / Close City Streets; Late Night on Main in July; July 15, 2023; 2:00 PM – July 16, 2023 2:00 AM; Sondra Schwieterman, City of Carmel**
- f. **Request to Use / Close City Streets; Late Night on Main in August; August 19, 2023; 2:00 PM – August 20, 2023 2:00 AM; Sondra Schwieterman, City of Carmel**
- g. **Request to Use / Close City Streets; Late Night on Main in June; June 17, 2023; 2:00 PM – June 18, 2023 2:00 AM; Sondra Schwieterman, City of Carmel**
- h. **Request to Use / Close City Streets; Muldoon’s Shamrock the District; March 17, 2023; 11:00 AM – March 20, 2023 12:00 PM; Beth Hohlier**
- i. **Request to Use Council Chambers; Carmel National Day of Prayer; May 4, 2023; April 28, 2023; 11:00 PM – 2:00 PM; David Forbes**
- j. **Request to Use Midtown Plaza; Physique 57 Outdoor Community Fitness Classes; April 22, May 6 & 20, June 10 & 24, July 8 & 22, August 5, & 26 and September 16 & 23, 2023; 7:30 AM – 9:00 AM; Leslie Lupton, Physique 57**
- k. **Request to Use / Close City Streets; Carmel PorchFest in September; September 17, 2023; 8:00 AM – 8:00 PM; Sondra Schwieterman, City of Carmel**

- l. **Request to Use / Restrict City Streets; 7<sup>th</sup> Annual RUN(317) Carmel Village of West Clay 5K; August 31, 2023; 12:00 PM – 9:30 PM; Jeffrey William Graves, Vision Event Management**
- m. **Request to Use Civic Square Fountain / Gazebo; School of Rock Spring Performances; April 22, 2023 9:00 AM – April 23, 2023 11:00 PM; Katy Myers, School of Rock**
- n. **Request to Use / Close City Streets; St. Patrick’s Day Celebration at the Brockway Public House; March 17, 2023; 8:00 AM – March 18, 2023 11:00 PM; Barry Miller**

## 5. OTHER

- a. **Request for Acknowledgement of Conflict of Interest; Adam Harrington, Carmel Fire Department**
- b. **Request for Acknowledgement of Conflict of Interest; Scott K. Osborne, Carmel Fire Department**
- c. **Request for Acknowledgement of Conflict of Interest; Kurt Weddington, Carmel Fire Department**
- d. **Request for Lane Closure / Sidewalk Closure / Open Pavement Cut; Old Meridian and Main Street; Chad James, HWC Engineers**
- e. **Request for Sidewalk Closure; Carmel Historical Society; 211 1<sup>st</sup> Street SW; Chad James, HWC Engineers**
- f. **Request for Grant of Drainage Easement; Ozwell Fitness; 1077 3<sup>rd</sup> Avenue SW; 1077 3<sup>rd</sup> Ave, LLC**
- g. **Request for Right of Way Dedication; Seasons of Carmel Apartments; Maple Drive and the 98<sup>th</sup> Street Trail; New Seasons, LLC, Property Owner**
- h. **Request for Storm Water Technical Standards Waiver; Old Meridian and Main Street; Chad James, HWC Engineers**
- i. **Request for Storm Water Technical Standards Waiver; 211 1<sup>st</sup> Street SW; Chad James, HWC Engineers**
- j. **Request for Grant of Perpetual Storm Water Quality Management Easement; College Park Christian Church; 2606 W 96<sup>th</sup> Street; College Park Christian Church, Inc., Property Owner**
- k. **Request for Consent to Encroach and Variance; 10550 Hussey Lane; Douglas & Michelle Rose, Property Owners**
- l. **Request for Secondary Plat; Jackson’s Grant on Williams Creek, Section 8; Doug Wagner, Republic Development**
- m. **Request for Secondary Plat; Waterfront of West Clay, Section 5B; Duane Sharrer, Weihe Engineers**

## 6. ADJOURNMENT

1 **Board of Public Works and Safety Meeting**  
2 **Minutes**  
3 **Wednesday, January 18, 2023 – 10:00 a.m.**  
4 **Council Chambers City Hall, One Civic Square**

5  
6 **MEETING CALLED TO ORDER**

7  
8 *Board Member Mary Ann Burke called the meeting to order at 10:03 AM*

9  
10 **MEMBERS PRESENT**

11  
12 *Board Members Lori Watson, Mary Ann Burke, and Deputy Clerk Holly Harmeyer were present.*

13  
14 **MINUTES**

15  
16 *Minutes from the January 4, 2023 Regular Meeting. Board Member Burke moved to approve. Board Member*  
17 *Watson seconded. Request approved 2-0.*

18  
19 **BID/QUOTE OPENINGS AND AWARDS**

20  
21 ***Bid Opening for Gray Road Multi-Use Path Project #16-ENG-97A***

22 *Board Member Watson opened the bids and Board Member Burke read them aloud:*

23

<b><u>Contractor</u></b>	<b><u>Bid</u></b>
<i>Globe Asphalt Paving</i>	<i>\$801,514.60</i>
<i>Morphey Construction, Inc.</i>	<i>\$940,000.00</i>
<i>ENV Paving, LLC</i>	<i>\$886,629.00</i>
<i>Calumet</i>	<i>\$928,000.00</i>
<i>United Construction Services, LLC</i>	<i>\$705,000.00</i>
<i>Monroe, LLC</i>	<i>\$649,940.00</i>
<i>Midwest Paving</i>	<i>\$736,927.50</i>
<i>Yardberry Landscape Excavating Company</i>	<i>\$836,649.80</i>

33

34 ***Bid Award for Water Distribution Building Roof Replacement***

35 *John Duffy, Director of the Department of Utilities, recommended awarding the bid to Storm Warrior Roofing*  
36 *and Restoration, LLC as they were the lowest, responsive bidder. Board Member Burke moved to award the bid*  
37 *to Storm Warrior Roofing and Restoration, Inc. in the amount of \$264,870.00.*

38 *Board Member Burke moved to approve. Board Member Watson seconded. Bid Award approved 2-0.*

39  
40 **CONTRACTS**

41  
42 *Request for Purchase of Goods and Services; Candy Martin; (\$3,600.00); Advisor for the Carmel Mayor's Youth*  
43 *Council; Additional Services Amendment*

44 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

45  
46 *Request for Purchase of Goods and Services; CC&T Construction; (\$14,713.80); 22-STR-10 Concrete Panels;*  
47 *CO #1*

48 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

49

50 *Request for Purchase of Goods and Services; Yardberry Landscape Company; (\$3,000.00); 22-STR-09 Gray*  
51 *Road Site Prep; Dispersion of Millings; CO #1*  
52 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*  
53  
54 *Request for Purchase of Goods and Services; CrossRoad Engineers, P.C.; (\$1,150,000.00); 22-ENG-99 2022*  
55 *Bond Program Management; Professional Services Agreement 6/1/22; Additional Services Amendment #7*  
56 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*  
57  
58 *Request for Purchase of Goods and Services; CrossRoad Engineers, P.C.; (\$261,000.00); 20-ENG-13 Veterans*  
59 *Way - City Center to Walnut and Duke Distribution Relocation Plans – Supplemental; Additional Services*  
60 *Amendment #4*  
61 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*  
62  
63 *Request for Purchase of Goods and Services; ECONorthwest; (\$65,000.00); Market Study*  
64 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*  
65  
66 *Request for Purchase of Goods and Services; Haas, Inc; (\$5,830.50); Cloud Renewal - R2V Subscription - AVL*  
67 *Integration; Additional Services Amendment*  
68 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*  
69  
70 *Request for Purchase of Goods and Services; Hoosier Fire Equipment, Inc.; (\$26,495.00); Bullard Cameras;*  
71 *Additional Services Amendment*  
72 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*  
73  
74 *Request for Purchase of Goods and Services; Kentwood Office Furniture, Inc.; (\$354,319.36); Administrative*  
75 *Furniture and EMS Shelving*  
76 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*  
77  
78 *Request for Purchase of Goods and Services; Old Town on the Monon; (\$5,580.00); Garage Rental for Event*  
79 *Storage; Additional Services Amendment*  
80 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*  
81  
82 *Request for Purchase of Goods and Services; Paul I. Cripe; (\$11,543.00); Feasibility Study/Programming for*  
83 *Expansion of Existing Maintenance Shop Break Area; Additional Services Amendment*  
84 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*  
85  
86 *Resolution BPW 01-18-23-21; A Resolution of the City of Carmel Board of Public Works and Safety*  
87 *Acknowledging Agreement Between City and Vendor; Pitney Bowes; (\$7,344.00); Postage Meter 48 Month*  
88 *Lease.*  
89 *Board Member Burke moved to approve. Board Member Watson seconded. Resolution approved 2-0.*  
90  
91 *Resolution BPW 01-18-23-24; A Resolution of the City of Carmel Board of Public Works and Safety*  
92 *Acknowledging Agreement Between City and Vendor; Toshiba American Business Solutions; (\$8,014.08); 48*  
93 *Month Lease Purchase Agreement.*  
94 *Board Member Burke moved to approve. Board Member Watson seconded. Resolution approved 2-0.*  
95  
96 *Request for Purchase of Goods and Services; Signal Construction, Inc.; (\$161,975.00); Contractor Services*  
97 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*  
98  
99 *Request for Purchase of Goods and Services; Stephan Koch; (\$1,600.00); Performance Agreement - Festival of*  
100 *Ice*  
101 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

102  
103 *Request for Purchase of Goods and Services; Timothy Levi Tipton; (\$500.00); Performance Agreement - Festival*  
104 *of Ice*  
105 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*  
106

107 *Request for Purchase of Goods and Services; Weihe Engineers, Inc.; (\$18,400.00); 20-ENG-04 College Avenue*  
108 *96th to 106th Street - Landscape Design; Additional Services Amendment #2*  
109 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*  
110

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

112  
113 *Acknowledgment of Use of Parking Spaces Near Carter Green; Food Truck for Ice Skaters; East Side of 3rd*  
114 *Avenue next to Carter Green; January 6 - 8, 2023; 4:15 PM - 8:00 PM each day*  
115 *Board Member Burke moved to approve. Board Member Watson seconded. Acknowledgment approved 2-0.*  
116

117 *Request to Use Civic Square Gazebo / Lane Restrictions; Easter Egg Hunt for Carmel Fire Department Families:*  
118 *March 4, 2023; 8:00 AM - 12:00 PM*  
119 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*  
120

121 *Request to Use Civic Square Gazebo / Lane Restrictions; Lucky Clover 5K Run/Walk; Packet: Pick-up March 18,*  
122 *2023, 1:00 PM - 4:00 PM; Event: March 19, 2023, 6:00 AM - 12:00 PM*  
123 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*  
124

125 *Request to Use Carter Green / Parking Spaces; Carmel Pride Festival; June 25, 2023; 10:00 AM – 11:00 PM*  
126 *Board Member Burke moved to approve. Board Member Watson seconded. In discussion, Board Member Watson*  
127 *moved to amend the request that approval is contingent upon working with various City departments to assure*  
128 *the event is appropriate for every audience. Board Member Burke seconded. Amendment approved (2-0). Board*  
129 *Member Watson moved to table the event. Board Member Burke seconded. Request tabled (2-0).*  
130

## **OTHER**

131  
132  
133 *Resolution BPW 01-18-23-01; A Resolution of the City of Carmel Board of Public Works and Safety*  
134 *Acknowledging Agreement Between City and Vendor; ReliaStar Life Insurance Company; Administration*  
135 *Agreement for City of Carmel Employee Life Insurance Benefit Plan*  
136 *Board Member Burke moved to approve. Board Member Watson seconded. Resolution approved 2-0.*  
137

138 *Resolution BPW 01-18-23-02; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts*  
139 *Grant; (\$170,880.00); Actors Theatre of Indiana, Inc.*  
140 *Board Member Burke moved to approve. Board Member Watson seconded. Resolution approved 2-0.*  
141

142 *Resolution BPW 01-18-23-03; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts*  
143 *Grant; (\$3,560.00); The Bigger Picture Film Group*  
144 *Board Member Burke moved to approve. Board Member Watson seconded. Resolution approved 2-0.*  
145

146 *Resolution BPW 01-18-23-04; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts*  
147 *Grant; (\$149,520.00); Booth Tarkington Civic Theatre Board*  
148 *Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*  
149

150 *Resolution BPW 01-18-23-05; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts*  
151 *Grant; (\$2,136.00); The Carmel Arts Council, Inc.*  
152 *Board Member Burke moved to approve. Board Member Watson seconded. Resolution approved 2-0.*

153

154 *Resolution BPW 01-18-23-06; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts*  
155 *Grant; (\$3,020.00); Carmel Clay Historical Society*

156 *Board Member Burke moved to approve. Board Member Watson seconded. Resolution approved 2-0.*

157

158 *Resolution BPW 01-18-23-07; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts*  
159 *Grant; (\$10,680.00); Carmel Community Players, Inc.*

160 *Board Member Burke moved to approve. Board Member Watson seconded. Resolution approved 2-0.*

161

162 *Resolution BPW 01-18-23-08; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts*  
163 *Grant; (\$18,512.00); Carmel Klavier, Inc.*

164 *Board Member Burke moved to approve. Board Member Watson seconded. Resolution approved 2-0.*

165

166 *Resolution BPW 01-18-23-09; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts*  
167 *Grant; (\$3,560.00); Carmel Repertory Theatre, Inc.*

168 *Board Member Burke moved to approve. Board Member Watson seconded. Resolution approved 2-0.*

169

170 *Resolution BPW 01-18-23-10; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts*  
171 *Grant; (\$195,800.00); Carmel Symphony Orchestra, Inc.*

172 *Board Member Burke moved to approve. Board Member Watson seconded. Resolution approved 2-0.*

173

174 *Resolution BPW 01-18-23-11; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts*  
175 *Grant; (\$10,680.00); Central Indiana Dance Ensemble*

176 *Board Member Burke moved to approve. Board Member Watson seconded. Resolution approved 2-0.*

177

178 *Resolution BPW 01-18-23-12; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts*  
179 *Grant; (\$56,960.00); Gregory Hancock Dance Theatre*

180 *Board Member Burke moved to approve. Board Member Watson seconded. Resolution approved 2-0.*

181

182 *Resolution BPW 01-18-23-13; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts*  
183 *Grant; (\$28,480.00); Indiana Artisan Board*

184 *Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

185

186 *Resolution BPW 01-18-23-14; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts*  
187 *Grant; (\$2,492.00); Indiana Association of Chinese Americans Board Member*

188 *Burke moved to approve. Board Member Watson seconded. Resolution approved 2-0.*

189

190 *Resolution BPW 01-18-23-15; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts*  
191 *Grant; (\$17,800.00); Indiana Ballet Conservatory*

192 *Board Member Burke moved to approve. Board Member Watson seconded. Resolution approved 2-0.*

193

194 *Resolution BPW 01-18-23-16; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts*  
195 *Grant; (\$28,480.00); Indiana Wind Symphony*

196 *Board Member Burke moved to approve. Board Member Watson seconded. Resolution approved 2-0.*

197

198 *Resolution BPW 01-18-23-17; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts*  
199 *Grant; (\$7,120.00); International Talent Academy*

200 *Board Member Burke moved to approve. Board Member Watson seconded. Resolution approved 2-0.*

201

202 *Resolution BPW 01-18-23-18; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts*  
203 *Grant; (\$1,424.00); M3 Theatre Camp*

204 *Board Member Burke moved to approve. Board Member Watson seconded. Resolution approved 2-0.*

205  
206 *Resolution BPW 01-18-23-19; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts*  
207 *Grant; (\$3,560.00); Museum of Miniature Houses and Other Collections Inc.*  
208 *Board Member Burke moved to approve. Board Member Watson seconded. Resolution approved 2-0.*

209  
210 *Resolution BPW 01-18-23-20; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts*  
211 *Grant; (\$64,080.00); The Cat, Ltd.*  
212 *Board Member Burke moved to approve. Board Member Watson seconded. Resolution approved 2-0.*

213  
214 *Resolution BPW 01-18-23-22; A Resolution of the City of Carmel Board of Public Works and Safety*  
215 *Acknowledging Agreement Between City and Vendor; CBIZ Benefits & Insurance Services, Inc; Administration*  
216 *Services Agreement*  
217 *Board Member Burke moved to approve. Board Member Watson seconded. Resolution approved 2-0.*

218  
219 *Resolution BPW 01-18-23-23; A Resolution of the City of Carmel Board of Public Works and Safety*  
220 *Acknowledging Agreement Between City and Vendor; Actuarial Services & Support, LLC; Annual Accounting*  
221 *Valuation and Reporting Services - Engagement*  
222 *Board Member Burke moved to approve. Board Member Watson seconded. Resolution approved 2-0.*

223  
224 *Resolution BPW 01-18-23-25; A Resolution of the City of Carmel Board of Public Works and Safety Providing*  
225 *Local Office Holder Leave for Firefighters and Police Officers*  
226 *Board Member Burke moved to approve. Board Member Watson seconded. Resolution approved 2-0.*

227  
228 *Request for Trail Encroachment Agreement; Duke Energy Indiana, LLC; City Center Monon Greenway*  
229 *Improvements*  
230 *Board Member Burke moved to approve based on all conditions by the City engineer being met. Board Member*  
231 *Watson seconded. Request approved 2-0.*

232  
233 *Request for Curb Cut; 14589 Autumn Wood Drive*  
234 *Board Member Burke moved to approve based on all conditions by the City engineer being met. Board Member*  
235 *Watson seconded. Request approved 2-0.*

236  
237 *Request for Consent to Encroach and Variance; 799 Spruce Drive*  
238 *Board Member Burke moved to approve based on all conditions by the City engineer being met. Board Member*  
239 *Watson seconded. Request approved 2-0.*

240  
241 *Request for Stormwater Technical Standards Waiver; 2915 E Smoky Row*  
242 *Board Member Burke moved to approve based on all conditions by the City engineer being met. Board Member*  
243 *Watson seconded. Request approved 2-0.*

244  
245 *Request to Amend Agreement; Amendment to the Funding Agreement between the Indiana Department of*  
246 *Environmental Management and the City of Carmel, Indiana; Agreement Number VWL2-005*  
247 *Board Member Burke moved to approve the amendment. Board Member Watson seconded. Ammendment*  
248 *approved 2-0.*

249  
250  
251 **ADD-ONS**

252  
253 *Board Member Burke moved to add four add-on items to the agenda. Board Member Watson seconded. Adding of*  
254 *items approved 2-0.*  
255  
256



257 **Request for Purchase of Goods and Services**

258 *Sexson Mechanical Company, LLC; (\$42,009.00); Preventative Maintenance and Emergency Maintenance of the*  
259 *Carmel Energy Center*

260 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

261  
262 **Resolution BPW 01-18-23-26**

263 *Resolution approving the Lease with Clay Township for a portion of Hensel Government Center for IT*  
264 *Department administrative offices.*

265 *Board Member Burke moved to approve. Board Member Watson seconded. Resolution approved 2-0.*

266  
267 **Lease with the Clay Township Building**

268 *Referenced in Resolution BPW 01-18-23-26*

269 *Board Member Burke moved to approve. Board Member Watson seconded. Resolution approved 2-0.*

270  
271 **Bid Award for Clay Township Center Addition**

272 *Sergey Grechukhin, Department of Law, recommended awarding the bid to Powers & Sons Construction Co.,*  
273 *as they were the lowest, responsive bidder. Board Member Burke moved to award the bid to Storm Warrior*  
274 *Roofing and Restoration, Inc. in the amount of \$1,329,000.00.*

275 *Board Member Burke moved to approve. Board Member Watson seconded. Bid Award approved 2-0.*

276  
277 **ADJOURNMENT**

278  
279 *Board Member Mary Ann Burke adjourned the meeting at 10:14 a.m.*

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281  
282  
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284  
285 **APPROVED:**

\_\_\_\_\_  
286 *Sue Wolfgang – City Clerk*

287  
288  
289  
290  
\_\_\_\_\_  
291 *Mayor James Brainard*

292  
293  
294 **ATTEST:**

295  
296  
\_\_\_\_\_  
297 *Sue Wolfgang – City Clerk*  
298

**RESOLUTION NO. BPW 02-01-23-02**

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

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

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

**WHEREAS**, pursuant to his authority under Indiana law, the City’s mayor, the Honorable James C. Brainard, has caused to be signed the Agreement attached hereto (the “Contract”); and

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

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

1. The foregoing Recitals are incorporated herein by this reference.
2. The receipt of the Contract is hereby acknowledged.
3. The Contract shall be promptly filed in the office of the Clerk and thereafter made available to the public for review.

SO RESOLVED this 1st day of February, 2023.

CITY OF CARMEL, INDIANA

By and through its Board of Public Works and Safety

BY:

\_\_\_\_\_  
James Brainard, Presiding Officer  
Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member  
Date: \_\_\_\_\_

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

ATTEST:

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



## AGREEMENT FOR PURCHASE OF GOODS

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

### TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:**  
Vendor acknowledges that it has read and understands this Agreement, and agrees that its execution of same constitutes its acceptance of all of the Agreement's terms and conditions.
2. **PERFORMANCE:**  
City agrees to purchase the goods (the "Goods") from Vendor using City budget appropriation number 2200 0 44-650.01 Capital Lease funds. Vendor agrees to provide the Goods and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.
3. **PRICE AND PAYMENT TERMS:**
  - 3.1 Vendor estimates that the total price for the Goods to be provided to City hereunder shall be no more than Forty Seven Thousand Two Hundred Sixty Five Dollars and Twenty Five Cents (\$47,265.25) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods provided to City within such time period. City shall pay Vendor for such Goods within thirty-five (35) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods are not disputed, are in conformance with the specifications set forth in Exhibit A and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.
  - 3.2 Vendor agrees not to provide any Goods to City that would cause the total cost of the Goods provided by Vendor to City hereunder to exceed the Estimate, unless City has previously agreed, in writing, to pay an amount in excess thereof.
4. **WARRANTY:**  
Vendor expressly warrants that the Goods covered by this Agreement will conform to those certain specifications, descriptions and/or quotations regarding same as were provided to Vendor by City and/or by Vendor to and accepted by City, all of which documents are incorporated herein by reference, and that the Goods will be delivered in a timely, good and workmanlike manner and free from defect. Vendor acknowledges that it knows of City's intended use and expressly warrants that the Goods provided to City pursuant to this Agreement have been selected by Vendor based upon City's stated use and are fit and sufficient for their particular purpose.
5. **TIME AND PERFORMANCE:**  
This Agreement shall become effective as of the last date on which a party hereto executes same ("Effective Date"), and both parties shall thereafter perform their obligations hereunder in a timely manner. Time is of the essence of this Agreement.
6. **DISCLOSURE AND WARNINGS:**  
If requested by City, Vendor shall promptly furnish to City, in such form and detail as City may direct, a list of all chemicals, materials, substances and items used in or during the provision of the Goods provided hereunder, including the quantity, quality and concentration thereof and any other information relating thereto. At the time of the delivery of the Goods provided hereunder, Vendor agrees to furnish to City sufficient written

warning and notice (including appropriate labels on containers and packing) of any hazardous material utilized in or that is a part of the Goods.

7. LIENS:

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

8. DEFAULT:

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

9. INSURANCE AND INDEMNIFICATION:

Vendor shall procure and maintain in full force and effect during the term of this Agreement, with an insurer licensed to do business in the State of Indiana, such insurance as is necessary for the protection of City and Vendor from all claims for damages under any workers' compensation, occupational disease and/or unemployment compensation act; for bodily injuries including, but not limited to, personal injury, sickness, disease or death of or to any of Vendor's agents, officers, employees, contractors and subcontractors; and, for any injury to or destruction of property, including, but not limited to, any loss of use resulting therefrom. Vendor shall cause its insurers to name City as an additional insured on all such insurance policies, shall promptly provide City, upon request, with copies of all such policies, and shall provide that such insurance policies shall not be canceled without thirty (30) days prior notice to City. Vendor shall indemnify and hold harmless City from and against any and all liabilities, claims, demands or expenses (including, but not limited to, reasonable attorney fees) for injury, death and/or damages to any person or property arising from or in connection with Vendor's provision of Goods pursuant to or under this Agreement or Vendor's use of City property.

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

10. **GOVERNMENT COMPLIANCE:**  
Vendor agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes which may be applicable to Vendor's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. Vendor agrees to indemnify and hold harmless City from any loss, damage and/or liability resulting from any such violation of such laws, orders, rules, regulations and codes. This indemnification obligation shall survive the termination of this Agreement.
11. **NONDISCRIMINATION:**  
Vendor represents and warrants that it and all of its officers, employees, agents, contractors and subcontractors shall comply with all laws of the United States, the State of Indiana and City prohibiting discrimination against any employee, applicant for employment or other person in the provision of any Goods provided by this Agreement with respect to their hire, tenure, terms, conditions and privileges of employment and any other matter related to their employment or subcontracting, because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status and/or Vietnam era veteran status.
12. **NO IMPLIED WAIVER:**  
The failure of either party to require performance by the other of any provision of this Agreement shall not affect the right of such party to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision hereof.
13. **NON-ASSIGNMENT:**  
Vendor shall not assign or pledge this Agreement, whether as collateral for a loan or otherwise, and shall not delegate its obligations under this Agreement without City's prior written consent.
14. **RELATIONSHIP OF PARTIES:**  
The relationship of the parties hereto shall be as provided for in this Agreement, and neither Vendor nor any of its officers, employees, contractors, subcontractors and agents are employees of City. The contract price set forth herein shall be the full and maximum compensation and monies required of City to be paid to Vendor under or pursuant to this Agreement
15. **GOVERNING LAW; LAWSUITS:**  
This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.
16. **SEVERABILITY:**  
If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provisions of this Agreement shall remain in full force and effect.
17. **NOTICE:**  
Any notice provided for in this Agreement will be sufficient if it is in writing and is delivered by postage prepaid U.S. certified mail, return receipt requested, to the party to be notified at the address specified herein:

If to City:	City of Carmel Engineering Department One Civic Square Carmel, Indiana 46032	<b>AND</b>	City of Carmel Office of Corporation Counsel One Civic Square Carmel, Indiana 46032
If to Vendor:	Tom Wood Volkswagen, Inc. 4545 East 96 <sup>th</sup> Street Indianapolis, Indiana 46240		

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

18. TERMINATION:

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

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

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

19. REPRESENTATIONS AND WARRANTIES

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

20. ADDITIONAL GOODS

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

21. HEADINGS

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

22. BINDING EFFECT

The parties, and their respective officers, officials, agents, partners, successors, assigns and legal

representatives, are bound to the other with respect to all of the covenants, terms, warranties and obligations set forth in Agreement.

23. NO THIRD PARTY BENEFICIARIES

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

24. DEBARMENT AND SUSPENSION

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

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

25. IRAN CERTIFICATION

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

26. ADVICE OF COUNSEL:

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

27. ENTIRE AGREEMENT:

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

Tom Wood Volkswagen, Inc.  
Engineering Department - 2023  
Appropriation # 2200 0 44-650.01 Capital Lease Fund; P.O. #108434  
Contract Not To Exceed \$47,265.25

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

CITY OF CARMEL, INDIANA

Tom Wood Volkswagen, Inc.

by and through its Board of Public  
Works and Safety

By:

James Brainard  
James Brainard, Presiding Officer  
Date: 1-23-2023

Mary Ann Burke, Member  
Date: \_\_\_\_\_

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

ATTEST:

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

By:

[Signature]  
Authorized Signature

Kent Goulet  
Printed Name

General Manager  
Title

FID/TIN: 415/395-383

Date: 1-20-23







LOC: DU DU  
Glacier White Metallic exterior

Dealer Stock Status: SOLD

Black Cloth interior

VIN: WVGJNPE29NP069322

MODEL: E213TN-2022 ID.4 AWD Pro  
2023009-ORIGINAL

### Fuel Economy and Environment

**101** MPGe combined city/hwy

106 city    96 highway    33 kWh/mi Per 100 miles

Driving Range: **251** miles

Charge Time: 7.5 hours (240V)

Electric Vehicle

## 2022 ID.4 AWD Pro

Glacier White Metallic exterior  
Black Cloth interior

Single-speed Automatic Transmission

Volkswagen

### You save \$3,250

in fuel costs over 5 years compared to the average new vehicle.

### Annual fuel cost \$650

### Fuel Economy & Greenhouse Gas Rating

10 Best

This vehicle emits 0 grams of CO<sub>2</sub> per mile. The best emits 0 grams per mile (tailpipe only). Does not include emissions from generating electricity. Learn more at fueleconomy.gov.

### GOVERNMENT 5-STAR SAFETY RATINGS

**Overall Vehicle Score ★★★★★**

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal	Driver	★★★★★
Crash	Passenger	★★★★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side	Front Seat	★★★★★
Crash	Rear Seat	★★★★★

Based on the risk of injury in a side impact.

**Rollover ★★★★★**

Based on the risk of rollover in a single-vehicle crash.

### PARTS CONTENT INFORMATION

For vehicles in this carline:  
**U.S./CANADIAN PARTS CONTENT: 0%**

Major sources of foreign parts content:  
**GERMANY 90%**

Note: parts content does not include final assembly, distribution or other non-parts costs.

For this vehicle:  
**Final assembly point: MOSEL, GERMANY**

Country of origin:  
**GERMANY**

ENGINE:  
**GERMANY**

TRANSMISSION:  
**GERMANY**

### SAFETY & DRIVER ASSISTANCE

- Advanced Airbag Protection System w/ 6 airbags
- Anti-Slip Regulation (ASR); Electro-mechanical Brake Booster (ABB)
- Electronic Brake-pressure Distribution (EBD); Brake Assist System (BAS)
- Electronic Stability Control (ESC); Electronic Differential Lock (EDL)
- Intelligent Crash Response System (ICRS); Automatic Post-Collision Braking System
- Lower Anchors & Tethers for Children (LATCH); Tire Pressure Monitoring System (TPMS)
- Rear View Camera System
- Park Distance Control, front & rear
- Dynamic Road Sign Display
- Light Assist (High Beam Control for headlights)
- IO.DRIVE® features:
  - Travel Assist (semi-automated driving assistance)
  - Adaptive Cruise Control (ACC) Stop & Go
  - Lane Assist (Lane Keeping System)
  - Emergency Assist (semi-automated vehicle assistance in a medical emergency)
  - Front Assist (Forward Collision Warning & Autonomous Emergency Braking w/ Pedestrian Monitoring)
  - Active Side Assist (Blind Spot Monitor)
  - Rear Traffic Alert

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPG and costs \$6,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$0.13 per kWh-hr. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

**fueleconomy.gov**  
Calculate personalized estimates and compare vehicles

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest.  
Source: National Highway Traffic Safety Administration (NHTSA).  
[www.safercar.gov](http://www.safercar.gov) or 1-888-327-4236

SOLD TO: 403325  
TOM WOOD VOLKSWAGEN  
4545 E 96TH ST  
INDIANAPOLIS, IN 46240

SHIP TO: 403325  
TOM WOOD VOLKSWAGEN  
4545 E 96TH ST  
INDIANAPOLIS, IN 46240

Port of Entry: BALTIMORE

GVWR: 2,660 kg/ 5,900 lbs  
GVWR Threshold: 40.2 kg/ 88.62 lbs  
Accessories Weight: 9.42 kg/ 20.78 lbs

Equipped with Next Generation VW Car-Net®  
All services require acceptance of Terms of Service. Some services require a paid subscription. See dealer or visit [vw.com/car-net](http://vw.com/car-net) for details.

Destination Charge: \$1,295.00

**Total Manufacturer's Suggested Retail Price: \$47,035.00**

Does not include fuel, license, title or registration fees, taxes, dealer fees, or any options or items not listed above.

Ready to make this your new ride? Apply now with Volkswagen Credit!

WARRANTY INFORMATION

- Volkswagen New Vehicle Limited Warranty: 4 years/50,000 miles (whichever occurs first)
- High-Voltage System Limited Warranty: 4 years/50,000 miles (whichever occurs first)\* except high-voltage battery; High-voltage battery: 8 years/100,000 miles (whichever occurs first)\*
- Limited Warranty against Corrosion Perforation: 7 years/100,000 miles (whichever occurs first)\*

SCHEDULED CAREFREE MAINTENANCE®

- 2 years/20,000 miles (whichever occurs first)\*

24-HOUR ROADSIDE ASSISTANCE

- 3 years/36,000 miles (whichever occurs first) for lock-out, tire changes & towing if vehicle is disabled due to collision or mechanical breakdown (including flat tires), and roadside charging if towing for out-of-charge battery (up to 100 miles, dependent on proximity to charging station)\*
- \* Services provided by third party supplier.

SPEECH & NAVIGATION 3-YEAR SUBSCRIPTIONS

- VW Car-Net® Plus Speech EV: Voice control of certain features using more natural language\*
- VW Car-Net® Plus Nav EV: Continuously updated route & traffic information\*

\*See owner's literature or dealer for details and limitations on all warranties and services.

STANDARD FEATURES (unless replaced by packages or options)

PERFORMANCE

- Dual electric motors; 82 kWh (gross) Lithium-Ion battery pack
- All-wheel drive
- Four-wheel independent suspension
- Electric power steering

EXTERIOR

- 19" alloy wheels w/ all-season tires
- Automatic, LED headlights & LED Daytime Running Lights (DRL); LED taillights
- Heated, foldable, power adjustable side mirrors
- Rain-sensing, variable intermittent front wipers w/ heated washer nozzles
- Heated windshield
- Rear window washer & wiper
- Black roof rails
- Tinted privacy glass for 2nd row & cargo area windows
- Trailer hitch (2,700 lb towing capacity)

INTERIOR

- Climatronic® Touch dual-zone automatic climate control
- Adjustable air vents in 2nd row
- Leather-wrapped steering wheel, multi-function w/ touch controls
- Heated steering wheel
- Tilt & telescoping adjustable steering column
- Front seats: heated, 6-way power (4-way manual plus power) (electro)
- Front seat-mounted fold-down center armrests
- Rear seat: 60/40 split-folding
- Cloth seating surfaces
- Contact console w/ cup holders & storage
- Front-row USB data ports; USB charging ports in 2nd row
- Auto-dimming interior rearview mirror
- Multi-color adjustable ambient lighting
- Illuminated vanity mirrors; reading lights
- Carpets floor mats, front & rear

# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

**108434**

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO	DESCRIPTION
1/18/2023			377009	Dept. of Engineering Purchase of new Electric Vehicle
<b>TOM WOOD VOLKSWAGON</b> VENDOR 4545 EAST 96TH STREET  INDIANAPOLIS, IN 46240 -		City Engineering's Office SHIP TO 1 Civic Square Carmel, IN 46032- Laurie Slick		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
73421				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 0 Capital Lease Fund

Account: 44-650.01

1 Each

Dept. of Engineering purchase of 2022 Volkswagen ID.4

\$47,265.25	\$47,265.25
Sub Total	\$47,265.25



Send Invoice To:  
City Engineering's Office  
Laurie Slick  
1 Civic Square  
Carmel, IN 46032-

**PLEASE INVOICE IN DUPLICATE**

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$47,265.25

**SHIPPING INSTRUCTIONS**

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

**PAYMENT**

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

ORDERED BY

Jeremy Kashman  
Director

TITLE

James Crider  
Director of Administration

CONTROL NO. **108434**

CONTROLLER



# CITY OF CARMEL

JAMES BRAINARD, MAYOR

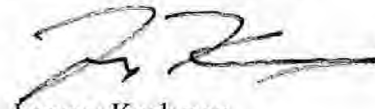
January 19, 2023

## Statement and request for approval of special purchase

City of Carmel Engineering Department respectfully requests the Board of Public Works and Safety to approve a special purchase of one new Volkswagen ID 4 electric vehicle (the "Vehicle") from Tom Wood Volkswagen for Forty Seven Thousand Two Hundred Sixty Five and 25/100 Dollars (\$47,265.25). Such special purchase is authorized by Ind. Code 5-22-10-11 (Evaluation of supplies or system containing supplies).

In addition to the Vehicle's primary transportation uses, the Engineering Department would like to collect and evaluate data on the Vehicle's performance over time compared to hybrid and gas vehicles in the City's fleet. Also, the Engineering Department would like to collect functional information regarding location and functionality of charging stations for electric vehicles within the City of Carmel. The Department believes that such data will be crucial in evaluating the City's transition to hybrid and electric fleet.

Respectfully submitted,



Jeremy Kashman  
Director of Engineering

**RESOLUTION NO. BPW 02-01-23-03**

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

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

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

**WHEREAS**, pursuant to his authority under Indiana law, the City’s mayor, the Honorable James C. Brainard, has caused to be signed the Agreement attached hereto (the “Contract”); and

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

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

1. The foregoing Recitals are incorporated herein by this reference.
2. The receipt of the Contract is hereby acknowledged.
3. The Contract shall be promptly filed in the office of the Clerk and thereafter made available to the public for review.

SO RESOLVED this 1st day of February, 2023.

CITY OF CARMEL, INDIANA

By and through its Board of Public Works and Safety

BY:

\_\_\_\_\_  
James Brainard, Presiding Officer  
Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member  
Date: \_\_\_\_\_

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

ATTEST:

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



## AGREEMENT FOR PURCHASE OF GOODS

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

### TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:**  
Vendor acknowledges that it has read and understands this Agreement, and agrees that its execution of same constitutes its acceptance of all of the Agreement's terms and conditions.
2. **PERFORMANCE:**  
City agrees to purchase the goods (the "Goods") from Vendor using City budget appropriation number 2200 0 44-650.01 Capital Lease funds. Vendor agrees to provide the Goods and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.
3. **PRICE AND PAYMENT TERMS:**
  - 3.1 Vendor estimates that the total price for the Goods to be provided to City hereunder shall be no more than Forty Thousand Six Hundred Two Dollars and Ten Cents (\$40,602.10) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods provided to City within such time period. City shall pay Vendor for such Goods within thirty-five (35) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods are not disputed, are in conformance with the specifications set forth in Exhibit A and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.
  - 3.2 Vendor agrees not to provide any Goods to City that would cause the total cost of the Goods provided by Vendor to City hereunder to exceed the Estimate, unless City has previously agreed, in writing, to pay an amount in excess thereof.
4. **WARRANTY:**  
Vendor expressly warrants that the Goods covered by this Agreement will conform to those certain specifications, descriptions and/or quotations regarding same as were provided to Vendor by City and/or by Vendor to and accepted by City, all of which documents are incorporated herein by reference, and that the Goods will be delivered in a timely, good and workmanlike manner and free from defect. Vendor acknowledges that it knows of City's intended use and expressly warrants that the Goods provided to City pursuant to this Agreement have been selected by Vendor based upon City's stated use and are fit and sufficient for their particular purpose.
5. **TIME AND PERFORMANCE:**  
This Agreement shall become effective as of the last date on which a party hereto executes same ("Effective Date"), and both parties shall thereafter perform their obligations hereunder in a timely manner. Time is of the essence of this Agreement.
6. **DISCLOSURE AND WARNINGS:**  
If requested by City, Vendor shall promptly furnish to City, in such form and detail as City may direct, a list of all chemicals, materials, substances and items used in or during the provision of the Goods provided hereunder, including the quantity, quality and concentration thereof and any other information relating thereto. At the time of the delivery of the Goods provided hereunder, Vendor agrees to furnish to City sufficient written

warning and notice (including appropriate labels on containers and packing) of any hazardous material utilized in or that is a part of the Goods.

7. LIENS:

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

8. DEFAULT:

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

9. INSURANCE AND INDEMNIFICATION:

Vendor shall procure and maintain in full force and effect during the term of this Agreement, with an insurer licensed to do business in the State of Indiana, such insurance as is necessary for the protection of City and Vendor from all claims for damages under any workers' compensation, occupational disease and/or unemployment compensation act; for bodily injuries including, but not limited to, personal injury, sickness, disease or death of or to any of Vendor's agents, officers, employees, contractors and subcontractors; and, for any injury to or destruction of property, including, but not limited to, any loss of use resulting therefrom. Vendor shall cause its insurers to name City as an additional insured on all such insurance policies, shall promptly provide City, upon request, with copies of all such policies, and shall provide that such insurance policies shall not be canceled without thirty (30) days prior notice to City. Vendor shall indemnify and hold harmless City from and against any and all liabilities, claims, demands or expenses (including, but not limited to, reasonable attorney fees) for injury, death and/or damages to any person or property arising from or in connection with Vendor's provision of Goods pursuant to or under this Agreement or Vendor's use of City property.

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

10. GOVERNMENT COMPLIANCE:

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





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

18. TERMINATION:

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

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

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

19. REPRESENTATIONS AND WARRANTIES

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

20. ADDITIONAL GOODS

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

21. HEADINGS

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

22. BINDING EFFECT

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

23. NO THIRD PARTY BENEFICIARIES

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

24. DEBARMENT AND SUSPENSION

24.1 The Vendor certifies by entering into this Agreement that neither it nor its principals nor any of its

subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Vendor.

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

25. IRAN CERTIFICATION

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

26. ADVICE OF COUNSEL:

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

27. ENTIRE AGREEMENT:

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

Tom Wood Ford, Inc.  
Engineering Department - 2023  
Appropriation # 2200 0 44-650.01 Capital Lease Fund; P.O. #108444  
Contract Not To Exceed \$40,602.10

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

CITY OF CARMEL, INDIANA

Tom Wood Ford, Inc.

by and through its Board of Public  
Works and Safety

By:

Jim Brainard  
James Brainard, Presiding Officer  
Date: 1-23-2023

Mary Ann Burke, Member  
Date: \_\_\_\_\_

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

ATTEST:

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

By:

Bob Goodman  
Authorized Signature

Bob Goodman  
Printed Name

Agent  
Title

FID/TIN: 35-1833893

Date: 1/20/23



HRM-008438 IN 9-NORMAL, NB, 108438, NM141 6714

UTC CERT CBRT CBRT TRD RAMP BUMP CAN/F BOOK/EX/FL/ROTA

010034 453/1077 3FTTW8E38 PRA11304 NB



**VEHICLE DESCRIPTION**  
**MAVERICK**

2023 XL FWD  
121" WHEELBASE  
2.5L HYBRID ENGINE  
AUTO CV TRANSMISSION

PR **A11304**

EXTERIOR OXFORD WHITE  
INTERIOR BLACK ONYX-MED DK SLATE TRI

**STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE**

- |  |   |  |  |
|--|---|--|--|
| <p><b>EXTERIOR</b></p> <ul style="list-style-type: none"> <li>CONFIGURABLE DAYTIME RUNNING LAMPS</li> <li>DOOR HANDLES - BLACK</li> <li>EASY FUEL CAPLESS FILLER</li> <li>FLEXBED™ STORAGE SYSTEM</li> <li>GRILLE - BLACK MESH</li> <li>HEADLAMPS-LED AUTO HI-BEAM</li> <li>HEADLAMPS-LED AUTO ON/OFF</li> <li>MANUAL LOCKING TAILGATE</li> <li>WIPERS-INTERMITTENT</li> </ul> | <p><b>INTERIOR</b></p> <ul style="list-style-type: none"> <li>1-TOUCH DOWN DRIVER WINDOW</li> <li>2ND ROW BENCH FLIP-UP W/ UNDER-SEAT STORAGE</li> <li>4.2" PRODUCTIVITY SCREEN</li> <li>CLOTH BENCH REAR SEAT</li> <li>MANUAL A/C, SINGLE ZONE</li> <li>MAP POCKETS-PASSENGER</li> <li>PARTICULATE AIR FILTER</li> <li>POWER LOCKS AND WINDOWS</li> <li>POWERPOINTS - 12V</li> <li>ROTARY GEAR SHIFT DIAL W/ SELECTABLE DRIVE MODES</li> <li>TILT/TELESCOPE STR COLUMN</li> <li>USB A AND C</li> <li>VINYL SOFT CONSOLE LID</li> </ul> | <p><b>FUNCTIONAL</b></p> <ul style="list-style-type: none"> <li>4-WHEEL ANTILOCK BRAKE SYS</li> <li>8.0" CTR STACK TOUCHSCREEN</li> <li>AM/FM STEREO W/8 SPEAKERS</li> <li>APPLE CARPLAY™ AND ANDROID AUTO™</li> <li>BATTERY SAVER FEATURE</li> <li>ELECTRIC PARKING BRAKE</li> <li>ELECTRONIC PWR ASST STEER</li> <li>FORDPASS™ CONNECT</li> <li>PRE-COLLISION ASSIST W/AEB</li> <li>REAR VIEW CAMERA</li> <li>REFRESH95</li> <li>REMOTE KEYLESS ENTRY</li> <li>REMOTE START- FORDPASS APP</li> </ul> | <p><b>SAFETY/SECURITY</b></p> <ul style="list-style-type: none"> <li>AIRBAGS - SAFETY CANOPY®</li> <li>BLIND-SPOT MONITORING</li> <li>LATCH CHILD SAFETY SYSTEM</li> <li>SECURE LOCK® ANTI-THEFT SYS</li> <li>TIRE PRESSURE MONIT SYS</li> </ul> |
|--|---|--|--|

INCLUDED ON THIS VEHICLE (MSRP)  
EQUIPMENT GROUP 100A

**OPTIONAL EQUIPMENT/OTHER**

FLR LNRS WITHOUT CARPETED MATS	135.00
400W INVERTER	150.00
REAR UNDERSEAT BINS	NO CHARGE
50 STATE EMISSIONS	NO CHARGE

**PRICE INFORMATION (MSRP)**

BASE PRICE	392,155.00
TOTAL OPTIONS/OTHER	285.00
TOTAL VEHICLE & OPTIONS/OTHER	22,460.00
DESTINATION & DELIVERY	1,495.00

*H1650 LINER/COVER  
+75 DOC  
+1.25 TIRE TAX  
1726.25*

*SELL PRICE  
23575  
+1726.25  
25301.25*

RAK6	RAIL	47-COSC Q/T 1	<p><b>TOTAL MSRP \$23,975.00</b></p> <p>Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit <a href="http://www.ford.com/finance">www.ford.com/finance</a>.</p> <p><b>SPECIAL ORDER</b> NM141 N RB 2X 320 008438 12 14 22</p>
RAK6	RAIL		

**EPA DOT Fuel Economy and Environment**

**Fuel Economy**

**37** **40** **33** MPG  
combined city/hwy city highway

Small Pickup Trucks range from 17 to 37 MPG. The best vehicle rates 122 MPG.

**You save \$2,000** in fuel costs over 5 years compared to the average new vehicle.

2.7 gallons per 100 miles

**Annual fuel cost \$1,200**

Fuel Economy & Greenhouse Gas Rating (tailpipe only): **7**

Smog Rating (tailpipe only): **10**

This vehicle emits 240 grams CO<sub>2</sub> per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions. Learn more at [fuelconomy.gov](http://fuelconomy.gov).

**fueleconomy.gov**

Calculate personalized estimates and compare vehicles.

Smartphone QR Code

**GOVERNMENT 5-STAR SAFETY RATINGS**

**Overall Vehicle Score ★★★★★**

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash	Driver	★★★★★
Crash	Passenger	★★★★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash	Front seat	★★★★★
Crash	Rear seat	★★★★★

Based on the risk of injury in a side impact.

Rollover: ★★★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). [www.safercar.gov](http://www.safercar.gov) or 1-888-327-4236

**FordPass Connect**

Download the FordPass™ app\* and you can:

- Access Vehicle Control Features
- Remotely start, lock and unlock your vehicle
- Locate your vehicle and check approximate fuel range
- Receive vehicle health alerts

Activate 4G LTE Wi-Fi hotspot:

- New vehicles include a 3-month or 5GB data (whichever comes first) Wi-Fi trial.
- Connect up to ten Wi-Fi-enabled devices.

3FTTW8E38PRA11304

**WARNING:** Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to [www.P65Warnings.ca.gov/passenger-vehicle](http://www.P65Warnings.ca.gov/passenger-vehicle).

SCAN OR TEXT 3PRA11304 TO 40023

Aug 01 Data  
14:00  
14:00  
1:00 AM





ford.com

VEHICLE DESCRIPTION

# MAVERICK

PR A10688

2023 XL FWD  
121" WHEELBASE  
2.5L HYBRID ENGINE  
AUTO CV TRANSMISSION

EXTERIOR OXFORD WHITE  
INTERIOR BLACK ONYX-MED DK SLATE TRI

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

**EXTERIOR**

- CONFIGURABLE DAYTIME RUNNING LAMPS
- DOOR HANDLES - BLACK
- EASY FUELD CAPLESS FILLER
- FLEXBED™ STORAGE SYSTEM
- GRILLE - BLACK MESH
- HEADLAMPS-LED AUTO HI-BEAM
- HEADLAMPS-LED AUTO ON/OFF
- MANUAL LOCKING TAILGATE
- WIPERS- INTERMITTENT

**INTERIOR**

- 1-TOUCH DOWN DRIVER WINDOW
- 2ND ROW BENCH FLIP-UP W/ UNDER-SEAT STORAGE
- 4.2" PRODUCTIVITY SCREEN
- CLOTH BENCH REAR SEAT
- MANUAL A/C SINGLE ZONE
- MAP POCKETS-PASSENGER
- PARTICULATE AIR FILTER
- POWER LOCKS AND WINDOWS
- POWERPOINTS - 12V
- ROTARY GEAR SHIFT DIAL W/ SELECTABLE DRIVE MODES
- TILT/TELESCOPE STR COLUMN
- USB A AND C
- VINYL SOFT CONSOLE LID

**FUNCTIONAL**

- 4-WHEEL ANTILOCK BRAKE SYS
- 8.0" CTR STACK TOUCHSCREEN
- AM/FM STEREO W/3 SPEAKERS
- APPLE CARPLAY™ AND ANDROID AUTO™
- BATTERY SAVER FEATURE
- ELECTRIC PARKING BRAKE
- ELECTRONIC PWR ASST STEER
- FORDPASS™ CONNECT
- PRE-COLLISION ASSIST W/AEB
- REAR VIEW CAMERA
- REFRESHMS
- REMOVE KEYLESS ENTRY
- REMOVE START- FORDPASS APP

**SAFETY/SECURITY**

- AIRBAGS - SAFETY CANOPY
- BELT-MINDER CHIME
- LATCH CHILD SAFETY SYSTEM
- SECURILOCK™ ANTI-THEFT SYS
- TIRE PRESSURE MONIT SYS

**WARRANTY**

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 8YR/100,000 HYBRID UNIQUE COMPONENTS IF EQUIPPED

INCLUDED ON THIS VEHICLE

(MSRP)

EQUIPMENT GROUP 100A

OPTIONAL EQUIPMENT/OTHER

- FLR LMS WITHOUT CARPETED MATS 135.00
- ADW (INVERTER) 150.00
- REAR UNDERSEAT BINS NO CHARGE
- 50 STATE EMISSIONS NO CHARGE

PRICE INFORMATION

BASE PRICE	222,185.00
TOTAL OPTIONS/OTHER	265.00
TOTAL VEHICLE & OPTIONS/OTHER	22,480.00
DESTINATION & DELIVERY	1,425.00

+1650 LINER/COVER  
+75 DOC  
+1.25 TIRE TAX

SELL PRICE  
23575  
+1726.25  
25301.25

TOTAL MSRP \$23,975.00

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit [www.ford.com/finance](http://www.ford.com/finance).

SPECIAL ORDER  
NM141 N RB 2X 320 008405 12 14 22

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

EPA DOT Fuel Economy and Environment

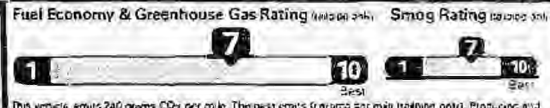
Gasoline Vehicle

Fuel Economy  
**37** MPG  
40 city 33 highway  
2.7 gallons per 100 miles

Small Pickup Trucks range from 17 to 37 MPG. The best vehicle rate: 132 MPG.

You save **\$2,000** in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost **\$1,200**



Actual results will vary for many reasons, including driving conditions and how you drive. This information is for informational purposes only. The average new vehicle gets 28 MPG and costs \$9,000 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.95 per gallon. EPA's miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

[fuelconomy.gov](http://fuelconomy.gov)

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash	Driver Passenger	★★★★★
Side Crash	Front seat Rear seat	★★★★★
Rollover		★★★★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Based on the risk of injury in a side impact.

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). [www.safercar.gov](http://www.safercar.gov) or 1-888-327-4236



**WARNING:** Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to [www.P65Warnings.ca.gov/passenger-vehicle](http://www.P65Warnings.ca.gov/passenger-vehicle).

**Ford Pass Connect**

Download the FordPass™ app and you can:

- Access Vehicle Control Features
- Remotely start, lock and unlock your vehicle
- Locate your vehicle and check approximate fuel range
- Receive vehicle health alerts

Activate 4G LTE Wi-Fi Hotspot:

- New vehicles include a 3-month or 5GB data (whichever comes first) Wi-Fi trial.
- Connect to a Wi-Fi-equipped device.

**FORD PROTECT** Continued Service Plan

Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit [www.FordOwner.com](http://www.FordOwner.com).

SCAN QR CODE TO ORDER

May 5 Data ends may apply. Tax add'l. See dealer.



# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

**108444**

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO	VENDOR NO.	DESCRIPTION
1/18/2023			373032	Dept. of Engineering Purchase of 2 new Hybrid Vehicles

<b>TOM WOOD FORD</b>	<b>City Engineering's Office</b>
<b>VENDOR 3130 E 96TH STREET</b>	<b>SHIP TO 1 Civic Square</b>
<b>INDIANAPOLIS, IN 46240 -</b>	<b>Carmel, IN 46032-</b>
	<b>Laurie Slick</b>

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
73430				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: **2200** Fund: **0** **Capital Lease Fund**

Account: **44-650.01**

1 Each	2023 Ford Maverick - Hybrid - VIN 3FTTW8E33PRA10688	\$22,801.05	\$22,801.05
1 Each	2023 Ford Maverick - Hybrid - VIN 3FTTW8E38PRA11304	\$17,801.05	\$17,801.05
	Sub Total		<b>\$40,602.10</b>



Send Invoice To:  
**City Engineering's Office**  
**Laurie Slick**  
**1 Civic Square**  
**Carmel, IN 46032-**

**PLEASE INVOICE IN DUPLICATE**

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				<b>\$40,602.10</b>

**SHIPPING INSTRUCTIONS**

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

**PAYMENT**

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

ORDERED BY

*[Signature]*

**Jeremy Kashman**  
Director

*[Signature]*

**James Crider**  
Director of Administration

TITLE

CONTROLLER

CONTROL NO. **108444**

## **AGREEMENT FOR PURCHASE OF GOODS AND SERVICES**

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

### **TERMS AND CONDITIONS**

1. **ACKNOWLEDGMENT, ACCEPTANCE:**  
Vendor acknowledges that it has read and understands this Agreement, and agrees that its execution of same constitutes its acceptance of all of the Agreement's terms and conditions.
2. **PERFORMANCE:**  
City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 1110 0 44-650.01 Capital Lease funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.
3. **PRICE AND PAYMENT TERMS:**
  - 3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than One Million Three Hundred Fifty Three Thousand Three Hundred Eighty Six Dollars and Twenty Five Cents (\$1,353,386.25) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within thirty-five (35) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.
  - 3.2 Vendor agrees not to provide any Goods and Services to City that would cause the total cost of the Goods and Services provided by Vendor to City hereunder to exceed the Estimate, unless City has previously agreed, in writing, to pay an amount in excess thereof.
4. **WARRANTY:**  
Vendor expressly warrants that the Goods and Services covered by this Agreement will conform to those certain specifications, descriptions and/or quotations regarding same as were provided to Vendor by City and/or by Vendor to and accepted by City, all of which documents are incorporated herein by reference, and that the Goods and Services will be delivered in a timely, good and workmanlike manner and free from defect. Vendor acknowledges that it knows of City's intended use and expressly warrants that the Goods and Services provided to City pursuant to this Agreement have been selected by Vendor based upon City's stated use and are fit and sufficient for their particular purpose.
5. **TIME AND PERFORMANCE:**  
This Agreement shall become effective as of the last date on which a party hereto executes same ("Effective Date"), and both parties shall thereafter perform their obligations hereunder in a timely manner. Time is of the essence of this Agreement.

6. DISCLOSURE AND WARNINGS:

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

7. LIENS:

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

8. DEFAULT:

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

9. INSURANCE AND INDEMNIFICATION:

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

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

10. **GOVERNMENT COMPLIANCE:**  
Vendor agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes which may be applicable to Vendor's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. Vendor agrees to indemnify and hold harmless City from any loss, damage and/or liability resulting from any such violation of such laws, orders, rules, regulations and codes. This indemnification obligation shall survive the termination of this Agreement.
11. **NONDISCRIMINATION:**  
Vendor represents and warrants that it and all of its officers, employees, agents, contractors and subcontractors shall comply with all laws of the United States, the State of Indiana and City prohibiting discrimination against any employee, applicant for employment or other person in the provision of any Goods and Services provided by this Agreement with respect to their hire, tenure, terms, conditions and privileges of employment and any other matter related to their employment or subcontracting, because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status and/or Vietnam era veteran status.
12. **E-VERIFY:**  
Pursuant to I.C. § 22-5-1.7 et seq., as the same may be amended from time to time, and as is incorporated herein by this reference (the "Indiana E-Verify Law"), Vendor is required to enroll in and verify the work eligibility status of its newly-hired employees using the E-Verify program, and to execute the Affidavit attached herein as Exhibit D, affirming that it is enrolled and participating in the E-Verify program and does not knowingly employ unauthorized aliens. In support of the Affidavit, **Vendor shall provide the City with documentation indicating that it has enrolled and is participating in the E-Verify program.** Should Vendor subcontract for the performance of any work under and pursuant to this Agreement, it shall fully comply with the Indiana E-Verify Law as regards each such subcontractor. Should the Vendor or any subcontractor violate the Indiana E-Verify law, the City may require a cure of such violation and thereafter, if no timely cure is performed, terminate this Agreement in accordance with either the provisions hereof or those set forth in the Indiana E-Verify Law. The requirements of this paragraph shall not apply should the E-Verify program cease to exist.
13. **NO IMPLIED WAIVER:**  
The failure of either party to require performance by the other of any provision of this Agreement shall not affect the right of such party to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision hereof.
14. **NON-ASSIGNMENT:**  
Vendor shall not assign or pledge this Agreement, whether as collateral for a loan or otherwise, and shall not delegate its obligations under this Agreement without City's prior written consent.
15. **RELATIONSHIP OF PARTIES:**  
The relationship of the parties hereto shall be as provided for in this Agreement, and neither Vendor nor any of its officers, employees, contractors, subcontractors and agents are employees of City. The contract price set forth herein shall be the full and maximum compensation and monies required of City to be paid to Vendor under or pursuant to this Agreement

16. GOVERNING LAW; LAWSUITS:

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

17. SEVERABILITY:

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

18. NOTICE:

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

If to City:	City of Carmel Police Department Three Civic Square Carmel, Indiana 46032	<b>AND</b>	City of Carmel Office of Corporation Counsel One Civic Square Carmel, Indiana 46032
-------------	--	------------	--

If to Vendor: Courtesy Ford Motors LLC  
1341 S 13<sup>th</sup> Street  
Decatur, Indiana 46733

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

19. TERMINATION:

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

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

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

20. REPRESENTATIONS AND WARRANTIES

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

21. ADDITIONAL GOODS AND SERVICES

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

22. TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Paragraph 19 hereinabove, this Agreement shall be in effect from the Effective Date through December 31, 2023 and shall, on the first day of each January thereafter, automatically renew for a period of one (1) calendar year, unless otherwise agreed by the parties hereto.

23. HEADINGS

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

24. BINDING EFFECT

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

25. NO THIRD PARTY BENEFICIARIES

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

26. DEBARMENT AND SUSPENSION

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

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

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

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

CITY OF CARMEL, INDIANA

Courtesy Ford Motors LLC

by and through its Board of Public  
Works and Safety

By:

By:

James Brainard, Presiding Officer

Authorized Signature

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

\_\_\_\_\_

Eugene Albers

Printed Name

Mary Ann Burke, Member

\_\_\_\_\_

Fleet Mgr

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

Title

Lori S. Watson, Member

FID/TIN: 27-2098643

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

\_\_\_\_\_

ATTEST:

Date: 1/13/23

Sue Wolfgang, Clerk

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

BUYERS ORDER FOR A MOTOR VEHICLE			
<input type="checkbox"/> NEW	<input checked="" type="checkbox"/> USED	<input type="checkbox"/> DEMO (USED)	MILEAGE 12
MAKE FORD	MODEL EXPLORER		
YR. 2023	ENC. 4	STK. No. G1377	
SERIAL No. 1FM5K8AW4PNA00190			
COLOR OXFORD WHITE	TOP	INT. TRIM	



1341 S. 13th Street  
Decatur, IN 46733-2167  
(260) 724-8526

Date 01/06/2023

	BASE PURCHASE PRICE	46069.00
1	SPARE KEYS	210.00
2	FLOOR LINERS	140.00
3	WINDOW TINT	75.00
4	DELIVERY FEE	120.00
	N/A	N/A
	N/A	N/A
	<b>TOTAL</b>	<b>46614.00</b>

**BUYERS ORDER TERMS AND CONDITIONS**

This Buyers Order is a contract for purchase or lease of the above-referenced motor vehicle, products, and accessories. If the customer is leasing the motor vehicle, the form customer, whenever used herein, includes customer's status as a lessee. This Buyers Order is subject to the following terms and conditions:

1. **TRADE-IN CERTIFICATION:** If the customer has traded in a motor vehicle on this purchase or lease, the customer hereby warrants and certifies to Dealer that the trade-in vehicle has never been titled or required to be titled under any state or federal law as a "Rebuilt," or "Salvage," or "Flood" or "Delinquent," or "Manufacturer Buyback" motor vehicle. If the customer has a trade-in vehicle, the customer further warrants and certifies to Dealer that: (1) the customer is the owner of the trade-in vehicle or has legal authority to transfer ownership to Dealer on the owner's behalf; (2) the trade-in vehicle is free of any and all liens or encumbrances of any kind or nature whatsoever, other than the specific balance owed (if any) as set forth on this Purchase Order; and (3) the title to the trade-in vehicle shall be delivered to the Dealer free and clear of all liens and encumbrances hereon at the time the customer takes possession of the motor vehicle purchased/leased pursuant to this Buyers Order, provided, however, in the event the title is in the possession of the lien holder being paid off as set forth on this Buyers Order, then title shall be delivered to the Dealer within seven (7) days from the date hereof.

**2. WARRANTY INFORMATION:**

a. **NEW OR LOANER FLEET VEHICLE:** If the motor vehicle is new, or a new vehicle that has been placed into the loaner fleet of the Dealer and remains untitled, the only warranty provided with respect to the motor vehicle and factory installed accessories is the most recent applicable Manufacturer warranty. An untitled Loaner Fleet Vehicle will be sold as a new vehicle. The time and mileage on any untitled Loaner Fleet Vehicle will, however, count against the total time and mileage of the Manufacturer's Warranty of the vehicle. Non-manufacturer installed accessories, if covered by any warranty, would be subject to a separate warranty by the manufacturer, installer or supplier of the accessories. The Dealership offers no additional warranty, express or implied, on non-manufacturer installed accessories.

b. **"AS IS":** If the motor vehicle is a used motor vehicle, the motor vehicle is sold or leased by the Dealer to the customer in "AS IS" condition. The vehicle may be subject to any remaining warranty provided solely by the Manufacturer. If the customer has purchased a service contract on the vehicle, the customer understands that the customer shall look solely to the provider/issuer of that service contract, not the Dealer.

**C. DISCLAIMER OF WARRANTIES: ALL VEHICLES-NEW OR USED:**

UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT WHEREIN THE DEALER IS A PARTY TO THE CONTRACT, DEALER DISCLAIMS ALL WARRANTIES, WRITTEN, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THE VEHICLE AND ANY ACCESSORIES WHICH ARE THE SUBJECT OF THIS BUYERS ORDER. DEALER EXPRESSLY DISCLAIMS ANY LIABILITY TO PURCHASER, FOR ANY CONSEQUENTIAL DAMAGE, LOSS OF TIME, OR INCONVENIENCE ARISING OUT OF THE PURCHASE OR OPERATION OF THE VEHICLE AND ANY ACCESSORIES. THIS DISCLAIMER OF WARRANTIES FURTHER APPLIES TO PERSONAL INJURY, BODILY INJURY OR WRONGFUL DEATH TO THE EXTENT PERMITTED UNDER APPLICABLE STATE LAW. ALL OF THE TERMS AND CONDITIONS OF THIS BUYERS ORDER ARE SEVERABLE, AND THE INVALIDITY OF ANY PARTICULAR TERM SHALL NOT OPERATE TO VOID THE REMAINING TERMS.

3. **MISCELLANEOUS:** In signing this Buyers Order it is to be understood that the customer will take possession of the motor vehicle within ten days after notice that same is ready for delivery as per terms agreed upon. In the event of this Buyers Order being canceled, the Dealer reserves the right to retain all deposits as liquidated damages. When a motor vehicle is to be purchased on credit or leased, then the purchase/lease is contingent upon the Dealer obtaining the consent and approval of the customer's lender/lessor. If such consent is not obtained, customer shall immediately return the motor vehicle to the Dealer, and this Lease/Buyers Order shall be null and void.

Title of ownership to the purchased motor vehicle shall not pass or be transferred until final full payment is made and a clear title is obtained to any motor vehicle you traded in on the purchase/lease. This Buyers Order contains the entire agreement between the Customer and Dealer, and there are no additional verbal agreements or understandings as to the purchase/lease of the motor vehicle.

Any dispute arising from this Buyers Order and the contractual relationship of the parties shall be governed by the laws of the State of Indiana and shall be decided solely and exclusively by State or Federal courts located in Fort Wayne, Indiana.

This Buyers Order is presented on the basis of immediate acceptance. In the event a used motor vehicle is being traded in on a new or used motor vehicle purchase, this Buyers Order is subject to the used motor vehicle being delivered in the same condition and with the same equipment and substantially the same mileage as when appraised. When a new motor vehicle is ordered from the factory, the used motor vehicle trade-in is subject to reappraisal at the time of final delivery.

Any additional Federal or State Tax or extra deliver charges are to be paid by the customer if such taxes or charges are incurred or determined to be owed after the execution of this Buyers Order. All prices on new motor vehicles are subject to change without notice if the Manufacturer changes the prices.

If Dealer provides customer with a free car wash pass, that pass and the right to a free car wash extends to the original purchaser only and is not assignable or transferable. Customer understands that certain vehicles, due to size or otherwise, may not be able to use the car wash at all or from time to time. Dealer reserves the right (1) to impose restrictions and conditions on the use of the car wash, including the requirement of the application of a tag or pass; (2) to revise its restrictions and conditions from time to time; (3) to modify the hours of operation; (4) alter the type of equipment used; or (4) to terminate the free cash program in its entirety. Dealer further reserves the right to cancel customer's car wash access due to actions by customer deemed illegal, inappropriate, or abusive by Dealer. Customer acknowledges and understands that car wash access can be revoked.

The document preparation fee reflects expenses actually incurred for the preparation of documents related to your vehicle lease or purchase. This fee is unrelated to the expense incidental to the preparation or handling of documents for the extension of credit. The fee is believed to be fair. However, the fee, like all aspects of the purchase or lease agreement, is negotiable between the dealer and purchaser. Your signature on the Buyers Order indicates your understanding that the fee is negotiable and your agreement with the document fee, as reflected therein.

I/We Acknowledge reading the above Terms and Conditions and agree that they are binding upon us/as a part of this Buyers Order. This order is not binding unless it is undersigned by a representative of the Dealer.

Dated: 01/06/2023

Customer: N/A

Customer: N/A

Accepted by: \_\_\_\_\_  
DEALER OR HIS AUTHORIZED REPRESENTATIVE

**GENE ALBERS**  
SALESMAN SS No.

CUST. NAME Please Print	CITY OF CARMEL		
	N/A		
ADDRESS Please Print	1 CIVIC SQ		
CITY	STATE	ZIP	
CARMEL	IN	46032-2584	
Phone	Bus.		
317-571-2414	317-571-2414		
SS No.	E-mail BMALLABER@CARMEL.IN.GOV		

SETTLEMENT	AMOUNT	AMOUNT
PURCHASE PRICE BROUGHT FORWARD	46614.00	
USED CAR ALLOWANCE/DISCOUNT	N/A	
TRADING DIFFERENCE	46614.00	
INDIANA SALES TAX	N/A	
BALANCE	46614.00	
BALANCE DUE ON TRADE-IN	N/A	
GOOD UNTIL:		
BAL. OWED TO:		
N/A	N/A	
N/A	N/A	
RUSTPROOFING - FAB. COAT - SEALANT	N/A	
EXT. WARRANTY	N/A	
EVR FILING FEE	N/A	
TITLE-LICENSE	N/A	
DOCUMENT PREPARATION AND VEHICLE DELIVERY CHARGE	N/A	
TIRE TAX	1.25	
TOTAL	1.25	
BALANCE	46615.25	
PARTIAL PAYMENT	N/A	
BALANCE	46615.25	
N/A	N/A	
	N/A	
CASH ON DELIVERY	N/A	
BALANCE	46615.25	
LIEN TO: CASH DEAL		

RECORD OF CAR TRADED IN			
Year	N/A	Make	N/A
		Type	N/A
Color	N/A	Serial No.	N/A
Mileage	N/A		

RECORD OF CAR TRADED IN			
Year	N/A	Make	N/A
		Type	N/A
Color	N/A	Serial No.	N/A
Mileage	N/A		



**BUYERS ORDER FOR A MOTOR VEHICLE**

<input type="checkbox"/> NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/> DEMO (USED)		MILEAGE <b>10</b>	
MAKE <b>FORD</b>	MODEL <b>EXPLORER</b>		
YR <b>2023</b>	ENG. CYL. <b>4</b>	STK. NO. <b>G1398</b>	
SERIAL No. <b>1FM5K8AW7PNA00295</b>			
COLOR <b>OXFORD WHITE</b>	TOP	INT. TRIM	

	<b>BASE PURCHASE PRICE</b>	<b>46713.00</b>
1	<b>SPARE KEYS</b>	<b>210.00</b>
2	<b>FLOOR LINERS</b>	<b>140.00</b>
3	<b>WINDOW TINT</b>	<b>75.00</b>
4	<b>DELIVERY FEE</b>	<b>120.00</b>
	<b>N/A</b>	<b>N/A</b>
	<b>N/A</b>	<b>N/A</b>
	<b>TOTAL</b>	<b>47258.00</b>

**BUYERS ORDER TERMS AND CONDITIONS**

This Buyers Order is a contract for purchase or lease of the above-referenced motor vehicle, products, and accessories. If the customer is leasing the motor vehicle, the term customer, whenever used herein, includes customer's status as a lessee. This Buyers Order is subject to the following terms and conditions:

**1. TRADE-IN CERTIFICATION:** If the customer has traded in a motor vehicle on this purchase or lease, the customer hereby warrants and certifies to Dealer that the trade-in vehicle has never been titled or required to be titled under any state or federal law as a "Rebuilt," or "Salvage," or "Flood," or "Defective," or "Manufacturer Buyback" motor vehicle. If the customer has a trade-in vehicle, the customer further warrants and certifies to Dealer that: (1) the customer is the owner of the trade-in vehicle or has legal authority to transfer ownership to Dealer on the owner's behalf; (2) the trade-in vehicle is free of any and all liens or encumbrances of any kind or nature whatsoever, other than the specific balance owed (if any) as set forth on this Purchase Order, and (3) the title to the trade-in vehicle shall be delivered to the Dealer free and clear of all liens and encumbrances hereon at the time the customer takes possession of the motor vehicle purchased/leased pursuant to this Buyers Order, provided, however, in the event the title is in the possession of the lien holder being paid off as set forth on this Buyers Order, then title shall be delivered to the Dealer within seven (7) days from the date hereof.

**2. WARRANTY INFORMATION:**

**a. NEW OR LOANER FLEET VEHICLE:** If the motor vehicle is new, or a new vehicle that has been placed into the loaner fleet of the Dealer and remains untitled, the only warranty provided with respect to the motor vehicle and factory installed accessories is the most recent applicable Manufacturer warranty. An untitled Loaner Fleet Vehicle will be sold as a new vehicle. The time and mileage on any untitled Loaner Fleet Vehicle will, however, count against the total time and mileage of the Manufacturer's Warranty of the vehicle. Non-manufacturer installed accessories, if covered by any warranty, would be subject to a separate warranty by the manufacturer, installer or supplier of the accessories. The Dealership offers no additional warranty, express or implied, on non-manufacturer installed accessories.

**b. "AS IS":** If the motor vehicle is a used motor vehicle, the motor vehicle is sold or leased by the Dealer to the customer in "AS IS" condition. The vehicle may be subject to any remaining warranty provided solely by the Manufacturer. If the customer has purchased a service contract on the vehicle, the customer understands that the customer shall look solely to the provider/issuor of that service contract, not the Dealer.

**C. DISCLAIMER OF WARRANTIES: ALL VEHICLES-NEW OR USED:**

UNLESS DEALER FURNISHED BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT WHEREIN THE DEALER IS A PARTY TO THE CONTRACT, DEALER DISCLAIMS ALL WARRANTIES, WRITTEN, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THE VEHICLE AND ANY ACCESSORIES WHICH ARE THE SUBJECT OF THIS BUYERS ORDER. DEALER EXPRESSLY DISCLAIMS ANY LIABILITY TO PURCHASER, FOR ANY CONSEQUENTIAL DAMAGE, LOSS OF TIME, OR INCONVENIENCE ARISING OUT OF THE PURCHASE OR OPERATION OF THE VEHICLE AND ANY ACCESSORIES. THIS DISCLAIMER OF WARRANTIES FURTHER APPLIES TO PERSONAL INJURY, BODILY INJURY OR WRONGFUL DEATH TO THE EXTENT PERMITTED UNDER APPLICABLE STATE LAW. ALL OF THE TERMS AND CONDITIONS OF THIS BUYERS ORDER ARE SEVERABLE, AND THE INVALIDITY OF ANY PARTICULAR TERM SHALL NOT OPERATE TO VOID THE REMAINING TERMS.

**3. MISCELLANEOUS:** In signing this Buyers Order it is to be understood that the customer will take possession of the motor vehicle within ten days after notice that same is ready for delivery as per terms agreed upon. In the event of this Buyers Order being canceled, the Dealer reserves the right to retain all deposits as liquidated damages. When a motor vehicle is to be purchased on credit or lease, then the purchase/lease is contingent upon the Dealer obtaining the consent and approval of the customer's lender/lessor. If such consent is not obtained, customer shall immediately return the motor vehicle to the Dealer, and this Lease/Buyers Order shall be null and void.

Title of ownership to the purchased motor vehicle shall not pass or be transferred until final full payment is made and a clear title is obtained to any motor vehicle you traded in on the purchase/lease. This Buyers Order contains the entire agreement between the Customer and Dealer, and there are no additional verbal agreements or understandings as to the purchase/lease of the motor vehicle.

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This Buyers Order is presented on the basis of immediate acceptance. In the event a used motor vehicle is being traded in on a new or used motor vehicle purchase, this Buyers Order is subject to the used motor vehicle being delivered in the same condition and with the same equipment and substantially the same mileage as when appraised. When a new motor vehicle is ordered from the factory, the used motor vehicle trade-in is subject to reappraisal at the time of final delivery.

Any additional Federal or State Tax or extra delivery charges are to be paid by the customer if such taxes or charges are incurred or determined to be owed after the execution of the Buyers Order. All prices on new motor vehicles are subject to change without notice if the Manufacturer changes the prices.

Dealer provides customer with a free car wash pass, that pass and the right to a free car wash extends to the original purchaser only and is not assignable or transferable. Customer understands that certain vehicles, due to size or otherwise, may not be able to use the car wash at all or from time to time. Dealer reserves the right (1) to impose restrictions and conditions on the use of the car wash, including the requirement of the application of a tag or pass; (2) to revise its restrictions and conditions from time to time; (3) to modify the hours of operation; (4) alter the type of equipment used; or (4) to terminate the free car wash program in its entirety. Dealer further reserves the right to cancel customer's car wash access due to actions by customer deemed illegal, inappropriate, or abusive by Dealer. Customer acknowledges and understands that car wash access can be revoked.

The document preparation fee reflects expenses actually incurred for the preparation of documents related to your vehicle lease or purchase. The fee is unrelated to the expense incidental to the preparation or handling of documents for the extension of credit. The fee is believed to be fair. However, the fee, like all aspects of the purchase or lease agreement, is negotiable between the dealer and purchaser. Your signature on the Buyers Order indicates your understanding that the fee is negotiable and your agreement with the document fee, as reflected therein.

I/We Acknowledge reading the above Terms and Conditions and agree that they are binding upon me/us as a part of this Buyers Order. This order is not binding unless it is undersigned by a representative of the Dealer.

Customer \_\_\_\_\_ Dated: **01/06/2023**

Customer **N/A** Dated: **N/A**

Customer \_\_\_\_\_

Accepted by: \_\_\_\_\_  
DEALER OR HIS AUTHORIZED REPRESENTATIVE

**GENE ALBERS**  
SALESMAN SS No. \_\_\_\_\_



DEAL# 611338  
CUST# C40138

1341 S. 13th Street  
Decatur, IN 46733-2167  
(260) 724-8526

Date **01/06/2023**

CUST. NAME Please Print <b>CITY OF CARMEL</b>
<b>N/A</b>
ADDRESS Please Print <b>1 CIVIC SQ</b>
CITY <b>CARMEL</b> STATE <b>IN</b> ZIP <b>46032-2584</b>
Phone <b>317-571-2414</b> Bus. <b>317-571-2414</b>
SS No _____ E-mail <b>B.MALLABER@CARMEL.IN.GOV</b>

SETTLEMENT	AMOUNT	AMOUNT
PURCHASE PRICE BROUGHT FORWARD	<b>47258 00</b>	
USED CAR ALLOWANCE/DISCOUNT	<b>N/A</b>	
TRADING DIFFERENCE	<b>47258 00</b>	
INDIANA SALES TAX	<b>N/A</b>	
BALANCE	<b>47258 00</b>	
BALANCE DUE ON TRADE-IN	<b>N/A</b>	
GOOD UNTIL:		
BAL. OWED TO:		
<b>N/A</b>	<b>N/A</b>	
<b>N/A</b>	<b>N/A</b>	
RUSTPROOFING - FAB. COAT - SEALANT	<b>N/A</b>	
EXT. WARRANTY	<b>N/A</b>	
EVR FILING FEE	<b>N/A</b>	
TITLE-LICENSE	<b>N/A</b>	
DOCUMENT PREPARATION AND VEHICLE DELIVERY CHARGE	<b>N/A</b>	
TIRE TAX	<b>1 25</b>	
TOTAL	<b>1 25</b>	
BALANCE	<b>47259 25</b>	
PARTIAL PAYMENT	<b>N/A</b>	
BALANCE	<b>47259 25</b>	
<b>N/A</b>	<b>N/A</b>	
<b>N/A</b>	<b>N/A</b>	
CASH ON DELIVERY	<b>N/A</b>	
BALANCE	<b>47259 25</b>	
LIEN TO: <b>CASH DEAL</b>		

**RECORD OF CAR TRADED IN**

Year <b>N/A</b>	Make <b>N/A</b>	Type <b>N/A</b>
Color <b>N/A</b>	Serial No. <b>N/A</b>	
Mileage <b>N/A</b>		

**RECORD OF CAR TRADED IN**

Year <b>N/A</b>	Make <b>N/A</b>	Type <b>N/A</b>
Color <b>N/A</b>	Serial No. <b>N/A</b>	
Mileage <b>N/A</b>		

PIT x4

Admin x2

DEAL# 611339  
CUST# C40138

BUYERS ORDER FOR A MOTOR VEHICLE			
<input type="checkbox"/> NEW	<input checked="" type="checkbox"/> USED	<input type="checkbox"/> DEMO (USED)	MILEAGE 11
MAKE FORD	MODEL EXPLORER		
YR. 2023	ENG. 4	STK. No. G1399	
SERIAL No. 1FM5K8AW2PNA00298			
COLOR CARBONIZED GRAY METALLIC	TOP	INT. TRIM	



1341 S. 13th Street  
Decatur, IN 46733-2167  
(260) 724-8526

Date 01/06/2023

	<b>BASE PURCHASE PRICE</b>	<b>46219.00</b>
1	SPARE KEYS	210.00
2	FLOOR LINERS	140.00
3	WINDOW TINT	75.00
4	DELIVERY FEE	120.00
	N/A	N/A
	N/A	N/A
	<b>TOTAL</b>	<b>46764.00</b>

CUST. NAME Please Print <b>CITY OF CARMEL</b>
<b>N/A</b>
ADDRESS Please Print <b>1 CIVIC SQ</b>
CITY <b>CARMEL</b> STATE <b>IN</b> ZIP <b>46032-2584</b>
Phone <b>317-571-2414</b> Bus. <b>317-571-2414</b>
SS No. <b>BMALLABER@CARMEL.IN.GOV</b>

**BUYERS ORDER TERMS AND CONDITIONS**

This Buyers Order is a contract for purchase or lease of the above-referenced motor vehicle, products, and accessories. If the customer is leasing the motor vehicle, the term customer, wherever used herein, includes customer's status as a lessee. This Buyers Order is subject to the following terms and conditions:

1. **TRADE-IN CERTIFICATION:** If the customer has traded in a motor vehicle on this purchase or lease, the customer hereby warrants and certifies to Dealer that the trade-in vehicle has never been filled or required to be filled under any state or federal law as a "Rebuilt," or "Salvage," or "Flood" or "Defective," or "Manufacturer Buyback" motor vehicle. If the customer has a trade-in vehicle, the customer further warrants and certifies to Dealer that: (1) the customer is the owner of the trade-in vehicle or has legal authority to transfer ownership to Dealer on the owner's behalf; (2) the trade-in vehicle is free of any and all liens or encumbrances of any kind or nature whatsoever, other than the specific balance owed (if any) as set forth on this Purchase Order; and (3) the title to the trade-in vehicle shall be delivered to the Dealer (as and clear of all liens and encumbrances thereon at the time the customer takes possession of the motor vehicle purchased/leased pursuant) to this Buyers Order, provided, however, in the event the title is in the possession of the lien holder being paid off as set forth on this Buyers Order, then title shall be delivered to the Dealer within seven (7) days from the date hereof.

**2. WARRANTY INFORMATION:**

a. **NEW OR LOANER FLEET VEHICLE:** If the motor vehicle is new, or a new vehicle that has been placed into the loaner fleet of the Dealer and remains unutilized, the only warranty provided with respect to the motor vehicle and factory installed accessories is the most recent applicable Manufacturer warranty. An unutilized Loaner Fleet Vehicle will be sold as a used vehicle. The time and mileage on any unutilized Loaner Fleet Vehicle will, however, count against the total time and mileage of the Manufacturer's Warranty of the vehicle. Non-manufacturer installed accessories, if covered by any warranty, would be subject to a separate warranty by the manufacturer, installer or supplier of the accessories. The Dealership offers no additional warranty, express or implied, on non-manufacturer installed accessories.

b. **"AS IS":** If the motor vehicle is a used motor vehicle, the motor vehicle is sold or leased by the Dealer to the customer in "AS IS" condition. The vehicle may be subject to any remaining warranty provided solely by the Manufacturer. If the customer has purchased a service contract on the vehicle, the customer understands that the customer shall look solely to the provider/issuer of that service contract, not the Dealer.

**C. DISCLAIMER OF WARRANTIES: ALL VEHICLES-NEW OR USED:**

UNLESS DEALER FURNISHED BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT WHEN THE DEALER IS A PARTY TO THE CONTRACT, DEALER DISCLAIMS ALL WARRANTIES, WRITTEN, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THE VEHICLE AND ANY ACCESSORIES WHICH ARE THE SUBJECT OF THIS BUYERS ORDER. DEALER EXPRESSLY DISCLAIMS ANY LIABILITY TO PURCHASER, FOR ANY CONSEQUENTIAL DAMAGE, LOSS OF TIME, OR INCONVENIENCE ARISING OUT OF THE PURCHASE OR OPERATION OF THE VEHICLE AND ANY ACCESSORIES. THIS DISCLAIMER OF WARRANTIES FURTHER APPLIES TO PERSONAL INJURY, BODILY INJURY OR WRONGFUL DEATH TO THE EXTENT PERMITTED UNDER APPLICABLE STATE LAW. ALL OF THE TERMS AND CONDITIONS OF THIS BUYERS ORDER ARE SEVERABLE, AND THE INVALIDITY OF ANY PARTICULAR TERM SHALL NOT OPERATE TO VOID THE REMAINING TERMS.

3. **MISCELLANEOUS:** In signing this Buyers Order it is to be understood that the customer will take possession of the motor vehicle within ten days after notice that same is ready for delivery as per terms agreed upon. In the event of this Buyers Order being canceled, the Dealer reserves the right to retain all deposits as liquidated damages. When a motor vehicle is to be purchased on credit or leased, then the purchase/lease is contingent upon the Dealer obtaining the consent and approval of the customer's lender/lessor. If such consent is not obtained, customer shall immediately return the motor vehicle to the Dealer, and this Lease/Buyers Order shall be null and void.

Title of ownership to the purchased motor vehicle shall not pass or be transferred until final full payment is made and a clear title is obtained to any motor vehicle you traded in on the purchase/lease. This Buyers Order contains the entire agreement between the Customer and Dealer, and there are no additional verbal agreements or understandings as to the purchase/lease of the motor vehicle.

Any dispute arising from this Buyers Order and the contractual relationship of the parties shall be governed by the laws of the State of Indiana and shall be decided solely and exclusively by State or Federal courts located in Fort Wayne, Indiana.

This Buyers Order is presented on the basis of immediate acceptance. In the event a used motor vehicle is being traded in on a new or used motor vehicle purchase, this Buyers Order is subject to the used motor vehicle being delivered in the same condition and with the same equipment and substantially the same mileage as when appraised. When a new motor vehicle is ordered from the factory, the used motor vehicle trade-in is subject to reappraisal at the time of final delivery.

Any additional Federal or State Tax or extra delivery charges are to be paid by the customer if such taxes or charges are incurred or determined to be owed after the execution of the Buyers Order. All prices on new motor vehicles are subject to change without notice if the Manufacturer changes the prices.

Dealer provides customer with a free car wash pass, that pass and the right to a free car wash extends to the original purchaser only and is not assignable or transferable. Customer understands that certain vehicles, due to size or otherwise, may not be able to use the car wash at all or from time to time. Dealer reserves the right (1) to impose restrictions and conditions on the use of the car wash, including the requirement of the application of a tag or pass; (2) to revise its restrictions and conditions from time to time; (3) to modify the hours of operation; (4) alter the type of equipment used; or (4) to terminate the free car wash program in its entirety. Dealer further reserves the right to cancel customer's car wash access due to actions by customer deemed illegal, inappropriate, or abusive by Dealer. Customer acknowledges and understands that car wash access can be revoked.

The document preparation fee reflects expenses actually incurred for the preparation of documents related to your vehicle lease or purchase. The fee is unrelated to the expense incidental to the preparation or handling of documents for the extension of credit. The fee is believed to be fair. However, the fee, like all aspects of the purchase or lease agreement, is negotiable between the dealer and purchaser. Your signature on the Buyers Order indicates your understanding that the fee is negotiable and your agreement with the document fee, as reflected therein.

We Acknowledge reading the above Terms and Conditions and agree that they are binding upon us/as a part of this Buyers Order. This order is not binding unless it is underigned by a representative of the Dealer.

Customer \_\_\_\_\_ Dated: **01/06/2023**

**N/A** \_\_\_\_\_ Dated: **N/A**

Customer \_\_\_\_\_

Accepted by \_\_\_\_\_ DEALER OR HIS AUTHORIZED REPRESENTATIVE

**GENE ALBERS**

SALESMAN \_\_\_\_\_ SS No. \_\_\_\_\_

SETTLEMENT	AMOUNT	AMOUNT
PURCHASE PRICE BROUGHT FORWARD	46764	00
USED CAR ALLOWANCE/DISCOUNT	N/A	
TRADING DIFFERENCE	46764	00
INDIANA SALES TAX	N/A	
BALANCE	46764	00
BALANCE DUE ON TRADE-IN	N/A	
GOOD UNTIL:		
BAL. OWED TO:		
N/A	N/A	
N/A	N/A	
RUSTPROOFING - FAB. COAT - SEALANT	N/A	
EXT. WARRANTY	N/A	
EVR FILING FEE	N/A	
TITLE-LICENSE	N/A	
DOCUMENT PREPARATION AND VEHICLE DELIVERY CHARGE	N/A	
TIRE TAX	1	25
TOTAL	1	25
BALANCE	46765	25
PARTIAL PAYMENT	N/A	
BALANCE	46765	25
N/A	N/A	
	N/A	
CASH ON DELIVERY	N/A	
BALANCE	46765	25
LIEN TO: CASH DEAL		

RECORD OF CAR TRADED IN		
Year <b>N/A</b>	Make <b>N/A</b>	Type <b>N/A</b>
Color <b>N/A</b>	Serial No. <b>N/A</b>	
Mileage <b>N/A</b>		

RECORD OF CAR TRADED IN		
Year <b>N/A</b>	Make <b>N/A</b>	Type <b>N/A</b>
Color <b>N/A</b>	Serial No. <b>N/A</b>	
Mileage <b>N/A</b>		

		Driver			
1	K9 Car		47,259.25		47,259.25
2	CSO		46,615.25		46,615.25
3	Patrol		46,615.25		46,615.25
4	Patrol		46,615.25		46,615.25
5	Patrol		46,615.25		46,615.25
6	Patrol		46,615.25		46,615.25
7	Patrol		46,615.25		46,615.25
8	Patrol		46,615.25		46,615.25
9	Patrol		46,615.25		46,615.25
10	Patrol		46,615.25		46,615.25
11	Patrol		46,615.25		46,615.25
12	Patrol		46,615.25		46,615.25
13	Patrol		46,615.25		46,615.25
14	Patrol		46,615.25		46,615.25
15	Patrol		46,615.25		46,615.25
16	Patrol		46,615.25		46,615.25
17	Patrol		46,615.25		46,615.25
18	Patrol		46,615.25		46,615.25
19	Patrol		46,615.25		46,615.25
20	Patrol		46,615.25		46,615.25
21	Patrol		46,615.25		46,615.25
22	Patrol		46,615.25		46,615.25
23	Patrol		46,615.25		46,615.25
24	PIT	Pablo Navarrete	46,765.25		46,765.25
25	PIT	Shelby Jellison	46,765.25		46,765.25
26	PIT	Thomas Szybowski	46,765.25		46,765.25
27	PIT	Jeremy Meier	46,765.25		46,765.25
28	Admin	Katie Malloy	46,765.25		46,765.25
29	Admin	Ryan Jellison	46,765.25		46,765.25

Total	1,353,386.25
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## EXHIBIT B Invoice

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

*Name of Company:* \_\_\_\_\_

*Address & Zip:* \_\_\_\_\_

*Telephone No.:* \_\_\_\_\_

*Fax No.:* \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**Invoice No.** \_\_\_\_\_

**Purchase Order No:** \_\_\_\_\_

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

\_\_\_\_\_  
Signature

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

## EXHIBIT C INSURANCE COVERAGES

### Worker's Compensation & Disability

Statutory Limits

#### Employer's Liability:

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

#### Property damage, contractual liability, products-completed operations:

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

#### Personal & Advertising Injury

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

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

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

#### Umbrella Excess Liability

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

EXHIBIT D

AFFIDAVIT

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

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

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 11 day of March, 2020

EAL  
Printed: Eugene Albers

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

EAL  
Printed: Eugene Albers

# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

**108413**

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO	VENDOR NO	DESCRIPTION
1/12/2023			373864	

**TOM KELLEY FORD LLC**  
VENDOR 1341 S 13TH STREET

**Police Department**  
SHIP TO 3 Civic Square  
Carmel, IN 46032-

DECATUR, IN 46733 -

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
73314				

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

Department: 1110 Fund: 0 Capital Lease Fund

Account: 44-650.01

6 Each G1399	2023 Ford Explorer	\$46,765.25	\$280,591.50
22 Each G1377	2023 Ford Explorer	\$46,615.25	\$1,025,535.50
1 Each G1398	2023 Ford Explorer	\$47,259.25	\$47,259.25
	Sub Total		\$1,353,386.25



Send Invoice To:  
Police Department

3 Civic Square  
Carmel, IN 46032-

**PLEASE INVOICE IN DUPLICATE**

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				<b>\$1,353,386.25</b>

**SHIPPING INSTRUCTIONS**

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

**PAYMENT**

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

ORDERED BY  
TITLE  
CONTROLLER

CONTROL NO. 108413



# CITY OF CARMEL

JAMES BRAINARD, MAYOR

January 17, 2023

## Statement and request for approval of special purchase

City of Carmel Police Department (“CPD”) respectfully requests the Board of Public Works and Safety to approve a special purchase of twenty nine Ford Explorer Interceptor specialized police vehicles (the “Vehicles”). Such special purchase is authorized by Ind. Code 5-22-10-5 (Savings to governmental body), Ind. Code 5-22-10-12 (Governmental discount available), and Ind. Code 5-22-10-8 (Compatibility of equipment, accessories, or replacement parts). Additionally, CPD attempted to obtain quotes for the Vehicles to comply with Indiana public purchasing laws, but due to extreme shortage of available vehicles to order in 2022 was unable to do so.

Tom Kelley Ford (“Kelley”), offered CPD the Vehicles with an average government discount of Four Thousand Nine Hundred Twenty Seven Dollars per vehicle (\$4,927.00), which represents significant savings to the City of Carmel reflected in the price summary sheet and the Buyers Order for Motor Vehicle. Further, the Vehicles are specialized retrofitted police vehicles not available to the public that are compatible with the equipment CPD already utilizes. Finally, considering persistent supply shortages and ordering competition for police vehicles, if CPD fails to obtain the Vehicles early in 2023, it may not be able to obtain such equipment till late 2023 or later, which in turn may negatively affect CPD operations and/or efficiency.

Respectfully submitted,



Brady Myers  
Deputy Chief of Administration

JON OBERLANDER, CORPORATION COUNSEL

CITY HALL, ONE CIVIC SQUARE, CARMEL, IN 46032 PHONE 317-571-2472 FAX 317-571-2484



## SUBSCRIPTION AGREEMENT

APPROVED  
By: 

This is a SUBSCRIPTION AGREEMENT (“Agreement”), effective as of the last date accompanying the signatures of the parties, between **Acid Remap LLC** (“Acid Remap”), with offices located at 3547 Springhill Rd., Lafayette, CA 94549, and Carmel Fire Department (“Client”), with offices located at 2 Civic Square, Carmel IN 46032. Acid Remap and Client may each be referred to as a “party” and together be referred to as the “parties.”

### RECITALS

WHEREAS, Acid Remap offers a mobile application service that provides certain EMS protocols and other Client Data under the name Paramedic Protocol Provider; and

WHEREAS, Client desires to license Paramedic Protocol Provider for use subject to the “Terms of Service” set forth on [www.acidremap.com](http://www.acidremap.com), as may be amended from time to time.

NOW THEREFORE, the parties hereby agree as follows:

#### 1. DEFINED TERMS.

**1.1** “Application” is a mobile software platform through which Client may digitally distribute Client Data, including, without limitation, EMS protocols and policies to certain end-users. The term “Application” shall be deemed to include any (i) upgrades or updates of the Application made after the effective date of this Agreement and (ii) Custom Applications provided to Client.

**1.2** “Client Data” is any Client data or content, including, without limitation, any EMS protocols and policies, shared with Acid Remap through use of the Application,

**1.3** “Custom Application” is an Application specifically branded for Client and containing Client’s Client Data exclusively.

**1.4** “User” refers to each employee, consultant, client or other agent of Client, which Client authorizes to access the Application on Client’s behalf or on behalf of an agency for which Client provides services, including, without limitation, EMTs, paramedics or other medical practitioners operating under Client’s medical license.

**1.5** “EMS” refers to Emergency Medical Services.

#### 2. INTELLECTUAL PROPERTY.

##### 2.1 License.

(a) Subject to the terms and conditions of this Agreement, including, but not limited to, Client’s obligation to pay fees when due, Acid Remap hereby grants to Client and Users a nonexclusive license to access and use, subject to the Terms of Service in effect at the time of use and the “Schedules” attached as exhibits hereto, the Application, including any Custom Applications specified in the Schedules attached hereto, during the Term of this Agreement solely for its internal business operations

(b) Client grants to Acid Remap a nonexclusive, royalty-free license during the Term to access and use the Client Data for the purposes of distributing such Client Data as part of the Application, which such license expressly, and without limitation, includes the right of Acid Remap to modify such Client Data as is commercially reasonable to fulfill Acid Remap’s obligations under this Agreement; provided, that such modifications do not change the substantive content of such Client Data.

(c) Client is solely responsible for providing all telecommunications, computer and other equipment necessary for accessing the Application.

(d) Acid Remap retains the right, in its sole discretion and without prior notice or liability, to restrict or terminate access to the Application by Client and/or particular Users, and to otherwise remove any Client Data from the Application if

Client and/or any of its use of the Application violates any applicable federal, state, local or international laws or regulations, or the rights of any third party.

## **2.2 Ownership.**

(a) Acid Remap retains all rights to the Application not expressly granted to Client in this Agreement. Without limiting the generality of the foregoing: (i) except as specifically set forth in this Agreement and as with regards to Client Data, which is the sole and exclusive property of Client, Acid Remap has all rights, title and interest in and to the Application, all components thereof, all content which Acid Remap makes available to Client for downloading and all intellectual and industrial property rights embodied therein or pertaining thereto, including, without limitation, copyrights, patent rights, trademarks and trade names, and trade secrets. (ii) any configuration or deployment of the Application shall not affect or diminish Acid Remap's rights, title, and interest in and to the Application, and (iii) Client shall not limit Acid Remap in any way from developing, using, licensing, distributing, modifying, or otherwise freely exploiting the Application, any other materials provided by Acid Remap, or any modifications, enhancements, improvements or derivative works thereof, or from permitting third parties from so doing; provided, that, except as expressly set forth herein, Acid Remap shall not use any Client Data for any purpose other than providing the Application to Client and Users.

(b) The Application is licensed, not sold, to Client, and solely for the purposes set forth in this Agreement. To the extent Client or its Users creates any derivative works or improvements to the Application, Client, on behalf of itself and its Users, hereby assigns all right, title and interest to such derivative works or improvements, including, without limitation, all intellectual property rights, to Acid Remap.

## **2.3 Restrictions on Use.**

(a) Except as otherwise specifically permitted under this Agreement, and with the exception of any Client Data, Client shall not, and Client shall not permit any third party to (i) copy, modify, create derivative works of, distribute, sell, assign, pledge, sublicense, lease, loan, rent, timeshare, deliver or otherwise transfer the Application to any third party in whole or in part; provided, that Client may copy Acid Remap's documentation as needed for use by its Users, (ii) derive or attempt to derive the source code of any portion of the Application by any means, (iii) reverse engineer, decompile, disassemble, or translate the Application or any part thereof, (iv) transfer any of the Application components to any other person, entity, computer, computer network, or other device, or (v) upload, post, mail, publish, transmit or distribute in any way the Application, any component of the Application or derivative works based thereon.

(b) Client may not sublicense or use the Application for commercial time-sharing, rental, outsourcing, or service bureau use, or to train persons other than Users, unless previously agreed to in writing by Acid Remap.

**2.4 Limited Trademark License.** No license, right or interest in the trademarks, trade names or service mark of either party or its licensors ("Marks") is granted hereunder, except for the limited purpose of marketing and publicity to the extent permitted by Section 10.4 and except as otherwise necessary to fulfill the terms of this Agreement. Each party expressly retains the right to monitor the uses, if any, to which its (or its licensors') Marks are put, and each party shall comply with instructions which the other party may give from time to time regarding the other party's (or its licensors') Marks.

## **2.5 Limited Access to Client Data.**

(a) If, in the course of Acid Remap performing its obligations hereunder, it is necessary for Acid Remap to access Client Data to an extent not otherwise provided herein, Client

hereby grants Acid Remap a royalty-free right to access Client Data for the purposes of fulfilling Acid Remap's obligations under this Agreement.

(b) Client shall not transmit any "protected health information" ("PHI", as defined in 45 C.F.R. 160.103) or "individually identifiable health information" (as defined in 42 U.S.C. 1320d) without the written consent of Acid Remap. In the event such consent is given, Acid Remap shall comply with the Health Insurance Portability and Accountability Act of 1996, as codified as 42 U.S.C. 1320d-1329d ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and any current and future regulations promulgated under HIPAA or HITECH, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations") and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements," to the extent applicable. Acid Remap shall further comply with all relevant state and local laws governing the privacy and security of patient health or personal information, to the extent applicable.

(c) To the extent applicable, Acid Remap shall not use or further disclose any PHI or Individually Identifiable Health Information, other than as permitted by HIPAA requirements and the terms of this Agreement.

### **3. COMPENSATION.**

**3.1 Fees.** Client will pay Acid Remap the Fees as defined in the Schedules.

**3.2 Professional Services.** In connection with Client's use of the Application, Acid Remap may provide Client with services related to the Application, as Client may request from time to time and the parties mutually agree. Acid Remap shall bill all such services to Client on a time and materials basis at Acid Remap's then-current

rates. Client shall in all cases be responsible for Acid Remap's reasonable out-of-pocket expenses, including, without limitation, travel and lodging.

**3.3 Payment Terms.** Client shall pay Acid Remap pursuant to the billing options indicated in the Schedules. In the event of overdue payment, Acid Remap reserves the right to discontinue access to the Application or suspend any services until Client remits the outstanding balance due. If payments remain past due for more than twenty (20) days after receipt of notice of non-payment by Client, Acid Remap may terminate this Agreement for cause as set forth in Section 8.2. Acid Remap will bear no liability or responsibility in the exercise of the rights set forth in this Section 3.3 for non-payment. Client shall pay Acid Remap's costs of collection (including, without limitation, reasonable attorney's fees).

**3.4 Taxes.** All charges hereunder exclude, and Client will be solely responsible for and shall pay or reimburse Acid Remap for, all sales, use, excise and other taxes, which may be levied in connection with this Agreement, except for taxes based on Acid Remap's net income and payroll.

**3.5 Currency.** All payments by Client are to be in US Dollars unless otherwise specified in the Schedules.

**3.6 Developer Account Fees.** Client may be required to open a developer account in one or more of the third party application stores through which Client distributes the Application (e.g., an Apple developer account or Android developer account). Client shall be responsible for any fees related to such an account. Enforcement of any such fee obligation is at the discretion of the third party application store owners.

### **4. CLIENT DATA AND MAINTENANCE.**

**4.1 Data Storage.** Client owns all rights and interests to the Client Data stored in the Application. Upon termination of this Agreement, Acid Remap shall use commercially reasonable efforts to transfer Client's Data in electronic form to Client or a third party designated in writing by

Client. This Agreement sets forth the rights of the parties and is not intended to cause by application of statutory law or otherwise Acid Remap to be deemed a carrier, bailee, or warehouseman of Client Data, information, or other property.

**4.2 Privacy of Registration Data.** In order to become an authorized subscriber, Client and its Users may be asked to provide certain personal data ("Registration Data"). All Registration Data Client and Users provide to Acid Remap will be, to the best of the knowledge of Client and Users, current, accurate and complete at the time of the inquiry. Acid Remap will not disclose Registration Data except (i) as required by law or pursuant to a court order, (ii) as necessary to protect the personal safety of other Acid Remap subscribers or the public, (iii) as necessary to protect or defend the rights or property of Acid Remap, or (iv) for contacting Users of the Application. Client shall take all commercially reasonable efforts to ensure that Client's account(s) and password(s) are not disclosed to or used by any unauthorized party, and will promptly notify Acid Remap upon learning of any such unauthorized use.

## **5. WARRANTIES AND DISCLAIMER OF WARRANTY.**

**5.1** Acid Remap represents, warrants and covenants:

(a) That the Applications and any Custom Applications performs and will substantially perform in accordance with the applicable specification.

(b) That it has obtained and will continue in effect all rights and title, including any third party licenses, required for it to perform its obligations under this Agreement, including with respect to any upgrades or other changes to the Application or any Custom application, provided, that this warranty shall not extend to any specification or Client Data.

(c) That it uses and will use industry standard methods to ensure against the unauthorized access to, disclosure or use of, any

Client Data, including implementation of industry standard information security methods.

(d) That the Application and any Custom Application are and will be served from locations within the US and that no Client Data will be processed by, or stored by, Acid Remap outside of the United States without the express written consent of Client. Acid Remap makes no warranties with respect to data storage, processing or serving by third parties, including, without limitation the Apple App Store, Google Play and Amazon Appstore.

**5.2** Each party represents and warrants:

(a) That it has the authority to enter into this Agreement and that doing so will not result in a breach of any prior agreement.

(b) That it will perform its obligations under this Agreement in accordance with applicable law, including all applicable privacy and data protection laws.

**5.3** THE APPLICATION, ACCESS THERETO, AND ANY SERVICES PROVIDED HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS, AND ACID REMAP AND ITS AFFILIATES AND AGENTS: (I) DO NOT MAKE, AND HEREBY EXPRESSLY DISCLAIM, ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE; (II) DO NOT WARRANT THAT ACCESS TO THE APPLICATION WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT ANY INFORMATION, SOFTWARE, OR OTHER MATERIAL ACCESSIBLE THROUGH THE APPLICATION IS FREE OF VIRUSES, CANCELBOTS, WORMS, LOGIC BOMBS, TROJAN HORSES, OR OTHER HARMFUL CONTENTS OR

COMPONENTS; AND (III) SHALL IN NO EVENT BE LIABLE TO CLIENT OR ANYONE ELSE FOR ANY INACCURACY, ERROR OR OMISSION IN, OR LOSS, INJURY OR DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA) CAUSED IN WHOLE OR IN PART BY, OR FAILURES, DELAYS OR INTERRUPTIONS OF THE APPLICATION. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ACID REMAP OR AN APPROVED REPRESENTATIVE SHALL CREATE A WARRANTY UNLESS IT IS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF ACID REMAP. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES. IN SUCH JURISDICTIONS, ACID REMAP'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

**5.4 Client Acknowledgement.** Client represents and warrants that it fully understands that (i) the Application is a mobile application intended to deliver Client Data to Users, (ii) the Application is dependent upon a number of factors outside the control of Acid Remap, including, without limitation, the operation of third party provided hardware and network services, (iii) the Application is not intended to be the sole source of providing EMS protocols and other Client Data, and is not a substitute for any of Client's current systems or methods of providing medical treatment and/or medicine, (iv) there may be occasional communication failures or delays in the display of Client Data, and (v) the Application is not expected to perform at the same level of performance and/or reliability one might expect from medical devices used in the delivery of critical medical care in clinical environments.

## **6. LIMITATION OF LIABILITY.**

**6.1 Exclusion of Consequential Damages.** EXCEPT FOR BREACHES OF SECTION 9 OR THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, IN NO EVENT SHALL CLIENT, USERS ACID REMAP OR ACID REMAP'S SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, DATA OR USE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; provided, that in the event Client gives access to the Application to non-authorized persons, Acid Remap shall be entitled to recover the full amount of any license fees that would relate to such persons if they were Users.

**6.2 Limitation of Direct Damages.** Except for its obligations to indemnify Client under Section 7, or for any breach of its nondisclosure obligations under Section 9, the aggregate and cumulative liability of Acid Remap and its suppliers for damages hereunder shall in no event exceed the amount of fees paid by Client for the previous twelve (12) months under this Agreement. Except for Client's obligations to indemnify Acid Remap under Section 7, or any breach of its obligations to comply with the License grant under Section 2.1(a), the Restrictions on Use under Section 2.3, its payment obligations, and its non-disclosure obligations under Section 9, Client's aggregate and cumulative liability for damages hereunder shall in no event exceed the amount of fees paid by Client under this Agreement.

## **7. INDEMNIFICATION.**

**7.1 General Indemnity.** Client shall defend, indemnify and hold harmless Acid Remap and its employees, officers, directors and agents (the

“Acid Remap Indemnitees”) against all losses, judgments, costs, fees (including reasonable attorney’s fees in the event that Client fails to meet its obligations hereunder), damages, or other expenses of any kind for bodily injury, death, or damage to real or tangible personal property, proximately caused by Client or any Users in the course of performing this Agreement or using the Application, including, without limitation, those caused by any modifications to the Application requested by Client; provided, that (i) Client receives prompt written notice of the claim from the Acid Remap Indemnitees under this Section 7.1, (ii) Client has the right to control the defense of such claim and any related settlement negotiations, and (iii) the Acid Remap Indemnitees provide to Client, at Client’s request and expense, with the reasonable assistance, information and authority necessary to perform Client’s obligations under this Section 7.1. Notwithstanding the foregoing, Client shall not enter into any settlement that requires an admission of wrongdoing or payment by an Acid Remap Indemnitee without the consent of that Acid Remap Indemnitee. In the event that Client declines to perform its obligations under this Section 7.1, Acid Remap may perform those obligations at Client’s expense.

#### **7.2 Intellectual Property Indemnity.**

(a) Acid Remap shall defend, indemnify and hold harmless Client, its officers, directors, employees and Users (the “Client Indemnitees”) against any and all third party claims or allegations, including any losses, judgments, costs, fees (including reasonable attorney’s fees in the event that Acid Remap fails to meet its obligations hereunder), damages, or other expenses of any kind related to such claims or allegations, (collectively, “IP Claims”) that the Application infringes or misappropriates any patent, copyright, or trademark, trade secret or any other intellectual property right of any kind; provided, that (i) Acid Remap receives prompt written notice of the IP Claim from the Client Indemnitees under this Section 7.2, (ii) Acid Remap has the right to control the defense of such

claim and any related settlement negotiations, and (iii) the Client Indemnitees provide to Acid Remap, at Acid Remap’s request and expense, with the reasonable assistance, information and authority necessary to perform Acid Remap’s obligations under this Section 7.2. In the event that Acid Remap declines to perform its obligations under this Section 7.2, Client may perform those obligations at Acid Remap’s expense.

(b) Acid Remap shall have no obligation under this Section 7.2 to the extent that an IP Claim arises from (i) the use of a superseded or altered release of the Application if the infringement would have been avoided by the use of a current unaltered release of the Application and Client was notified to cease use of the superseded release as a result of a claim of infringement, (ii) the modification of the Application by or on behalf of Client, except where such modification was approved in writing by Acid Remap; provided, that the infringement would not have resulted but for the modification, (iii) the use of the Application other than in accordance with the documentation, the Terms of Service and this Agreement, or (iv) the use of any materials or information provided to Acid Remap by Client, including, without limitation, Client Data, where the infringement would not have occurred but for such use, for which Client shall be solely responsible.

(c) If the Application is held to infringe or is believed by Acid Remap to infringe, Acid Remap shall have the option, at its expense, to (i) replace or modify the Application to be non-infringing, or (ii) obtain for Client a license to continue using the Application. If it is not commercially reasonable to perform either of the foregoing options, then Acid Remap may terminate the Application license and refund the remainder of any license fees paid for the Application, and fees for any Services that directly relate to such Application, pro-rated to reflect the period of time in which Client had full and unrestricted access to the Application. This Section 7.2 states Acid

Remap's entire liability and Client's exclusive remedy for any claim of infringement.

(d) Client shall defend, indemnify and hold harmless the Acid Remap Indemnitees against any losses, judgments, costs, fees (including reasonable attorney's fees in the event that Client fails to meet its obligations hereunder), damages, or other expenses of any kind arising from third party claims that Acid Remap's use of Client Data or any modifications to the Application requested by Client infringes any patent, copyright, or trademark or is a misappropriation of any trade secrets or any other form of intellectual property Agreement; provided, that (i) Client receives prompt written notice of the claim from the Acid Remap Indemnitees under this Section 7.2(d), (ii) Client has the right to control the defense of such claim and any related settlement negotiations, and (iii) the Acid Remap Indemnitees provide to Client, at Client's request and expense, with the reasonable assistance, information and authority necessary to perform Client's obligations under this Section 7.2(d). Notwithstanding the foregoing, Client shall not enter into any settlement that requires an admission of wrongdoing or payment by an Acid Remap Indemnitee without the consent of that Acid Remap Indemnitee. In the event that Client declines to perform its obligations under this Section 7.2(d), Acid Remap may perform those obligations at Client's expense. This Section 7.2(d) states Client's entire liability and Acid Remap's exclusive remedy for any claim of infringement or misappropriation.

## **8. TERM AND TERMINATION.**

**8.1 Term.** This Agreement shall commence and remain in effect for the term set forth in any Schedule attached as an exhibit to this Agreement, or until terminated in accordance with Section 8.2; provided, that the term shall automatically renew upon continued payment by Client of any fees invoiced by Acid Remap on a payment period-by-payment period basis unless Acid Remap delivers to Client notice of

termination at least thirty (30) days prior to the end of the then current term.

**8.2 Termination.** Except as otherwise set forth in this Agreement, either party may terminate this Agreement if: (i) the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice, except in the case of failure to pay fees, which must be cured within twenty (20) days after receipt of written notice from Acid Remap or (ii) the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or other proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors.

## **8.3 Effect of Termination.**

(a) Upon termination of this Agreement, (i) Client and its Users will immediately cease access to the Application and (ii) Client shall pay all charges that accrued prior to such termination.

(b) In the event of a termination by Acid Remap pursuant to Section 2.1(d) or Section 8.2, all charges payable by Client for the remaining term of this Agreement shall accelerate and shall also be due and payable by Client at the time of the termination.

(c) The following provisions shall survive the termination of this Agreement for any reason: Sections 1, 2.1, 2.1, 2.3, 3, 4, 5.3, 5.4, 6, 7, 8.3, 9 and 10.

## **9. CONFIDENTIAL INFORMATION.**

**9.1 Confidential Information.** In the performance of this agreement, each party may disclose certain of its Confidential Information to the other party. Each party receiving such information (the "receiving party") shall hold the Confidential Information of the other party ("disclosing party") in strict confidence and not disclose that Confidential Information to third parties nor use for any purpose not authorized herein, nor permit access to Confidential Information, except to those of its employees or authorized representatives having a need to know

and who are bound by confidentiality obligations at least as restrictive as those contained herein. A party's "Confidential Information" includes the business plans and strategies, financial information, the terms of this Agreement, software programs and source code documents, proprietary processes, Client Data and any other information which is (i) disclosed to the other party in a writing marked confidential or (ii) a person should reasonably know is confidential. Upon learning of any unauthorized use or disclosure of a disclosing party's Confidential Information, the other party shall immediately notify the disclosing party.

**9.2 Exceptions.** The restrictions of Section 9.1 shall not apply to (i) information that becomes, through no act or fault of the receiving party, publicly known or generally known in the relevant industry, (ii) information received from a third party not obligated under a confidentiality agreement with the disclosing party, (iii) information independently developed by the receiving party without reference to the Confidential Information, (iv) information required to be disclosed by law or court or governmental agency order; provided, that, to the extent permitted by law, the receiving party gives prompt notice of such requirement to the other party, or (v) disclosures to a professional advisor of the disclosing party under a duty of confidentiality.

**9.3 Ownership and Return of Confidential Information.** All Confidential Information shall remain the property of the disclosing party. Except as required by law, upon written request of the disclosing party, the receiving party shall promptly return to the disclosing party all documents and other tangible materials representing the disclosing party's Confidential Information, together with all copies thereof (at disclosing party's expense).

## **10. MISCELLANEOUS.**

**10.1 Relationship.** The relationship between the parties is that of vendor and purchaser. Neither party, nor any employee of a party, is an

independent contractor or employee of the other. Each party shall be responsible for determining the method, location and other details of its performance under this Agreement, for hiring, paying (including providing benefits) and managing any and all of its employees, and for providing any and all equipment or other materials necessary for its performance under this Agreement.

**10.2 Applicable Law and Forum.** This Agreement shall be governed by the laws of the State of California as applied to agreements made, entered into and performed entirely in California by California residents. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. All claims under, or otherwise with respect to, this Agreement shall be brought and maintained in the state and federal courts located in San Francisco, California USA, and the parties hereby expressly consent (and waive any right to otherwise object) to the exclusive venue and jurisdiction of such courts.

**10.3 Force Majeure.** Except for Client's obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including, without limitation, acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the internet; provided, that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

**10.4 Publicity and Marketing.** Notwithstanding anything to the contrary in this Agreement, each party may publicize the existence of the business relationship established hereunder in connection with any product, promotion or publication arising under this Agreement; provided, that, except as required by law, Client shall not disclose any of the terms of this Agreement to any third party without first



obtaining the written consent of Acid Remap. Client hereby grants Acid Remap a license to use and publish Client's name and/or Marks as part of Acid Remap's customer lists or as otherwise set forth herein, in the form provided by Client and in compliance with Client's applicable trademark usage policies. Client shall serve as a reference account for Acid Remap. As such, Acid Remap may provide Client's name and contact information to, and Client may be contacted by, members of the media, market analysts, potential customers or other parties interested in Client's opinion of Acid Remap and its products or services. Depictions of the Application using Client's EMS protocols or other Client Data may be used by Acid Remap, or any third party with Acid Remap's permission, for publicity or marketing purposes.

**10.5 Assignment.** Client may not assign this Agreement, or its rights or duties hereunder, to any third party, in whole or in part, whether voluntarily or involuntarily, by operation of law (e.g., in a statutory merger) or otherwise, without Acid Remap's prior written consent, which may be granted or withheld in Acid Remap's reasonable discretion. Acid Remap reserves the right to impose an additional reasonable start-up fee on any proposed assignee, as a precondition to permitting such assignment.

**10.6 Notices.** All notices must be in writing and delivered personally or sent by overnight courier service to the address indicated herein or such other address as either party may indicate by written notice, or sent via e-mail to the e-mail address currently specified by either party to the other. Notice will be deemed effective upon the earlier of actual receipt or two business days after deposit with an overnight courier or email transmission.

**10.7 Severability.** If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Agreement will be unimpaired, and the invalid term or provision will be replaced by such valid

term or provision as comes closest to the intention underlying the invalid term or provision.

**10.8 Attorneys' Fees.** In the event of any litigation of any controversy or dispute arising out of or in connection with this Agreement, its interpretation, its performance, or the like, the prevailing party shall be awarded reasonable attorneys' fees and expenses, court costs, and reasonable costs for expert and other witnesses attributable to the prosecution or defense of that controversy or dispute. In the event of a non-adjudicative settlement of litigation between the parties or a resolution of dispute by arbitration, the term "prevailing party" shall be determined by that same process.

**10.9 Entire Agreement, Waiver, Amendment.** This Agreement and the Schedules together constitute the entire, exclusive and final statement of the agreement of the parties with respect to the subject matter hereof, and supersede all prior and contemporaneous representations, proposals, negotiations, discussions, and agreements between the parties regarding the same subject matter, whether oral or in writing. In the event this Agreement conflicts with the Terms of Service, this Agreement shall govern. Except as expressly set forth herein, this Agreement, including, without limitation, any Schedule or exhibit to this Agreement, may not be modified or amended except by an instrument in writing signed by the parties hereto. The waiver or failure of either party to exercise in any respect any rights provided for in this Agreement will not be deemed a waiver of any further right under this Agreement. There are no intended third-party beneficiaries to this Agreement.

**10.10 Counterparts.** This Agreement may be executed in counterparts, which taken together shall be considered one original Agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax or e-mail shall be sufficient to bind the parties to the terms and conditions of this Agreement.

\* \* \* \* \*

The undersigned duly authorized representatives of the parties have executed this Agreements as of the dates set forth below.

**EXECUTED BY:**

**CARMEL FIRE DEPARTMENT**

Signature: David G. Haboush by DS

Name: David G. Haboush

Title: Fire Chief

Date: January 19, 2023

**EXECUTED BY:**

**ACID REMAP LLC**

Signature: Benjamin Powers

Name: Benjamin Powers

Title: COO

Date: January 9, 2023

# Schedule A

Description of product or service	Period	Fee (USD)
Distribution and updates of the Carmel Fire Department protocols in a free-for-providers custom-branded Carmel FD-only mobile app, derived from Paramedic Protocol Provider, on the Apple App Store (as an unlisted app) and Google Play for a term of 1 year(s) starting from the date of general availability, and for an agency of up to 200 staff.	Year 1	\$3,500
Total contract amount (over 1 years)		\$3,500

Approved and Adopted this 1st day of February, 2023.

CITY OF CARMEL, INDIANA

By and through its Board of Public Works and Safety

BY:

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

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

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

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

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

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

ATTEST:

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

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

# City of Carmel

ONE CIVIC SQUARE

CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

**108430**

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
1/13/2023			376962	EMS Protocol App

<b>ACID REMAP LLC</b>	<b>Carmel Fire Department</b>
VENDOR 3547 SPRINGHILL RD	SHIP TO 10701 N. College Avenue, Ste A
LAFAYETTE, CA 94549 -	Carmel, IN 46280-

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
73363				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1120 Fund: 101 General Fund

Account: 43-509.00

1 Each	Paramedic Protocol Provider App - Creation, Distribution, Updates per Quote	\$3,500.00	\$3,500.00
		Sub Total	\$3,500.00



Send Invoice To:  
Carmel Fire Department

2 Civic Square  
Carmel, IN 46032-

**PLEASE INVOICE IN DUPLICATE**

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				<b>\$3,500.00</b>

**SHIPPING INSTRUCTIONS**

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

**PAYMENT**

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

*Denise Snyder*

ORDERED BY

Denise Snyder

TITLE

Accreditation/Budget Administrator

CONTROLLER

CONTROL NO. **108430**

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

APPROVED  
By: Sergey Orzechukhin on 10:23 am, Jan 26, 2023

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES (“Agreement”) entered into by and between the City of Carmel and Angel Oak Tree Care – Angel’s Touch Lawn Care, Inc., (the “Vendor”), as City Contract dated April 4, 2018 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit “A”. The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

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

Angel Oak Tree Care – Angel’s Touch Lawn Care,  
Inc.

By:

By:

\_\_\_\_\_  
James Brainard, Presiding Officer  
Date: \_\_\_\_\_

\_\_\_\_\_  
*Stephen Courchaine*  
Authorized Signature

\_\_\_\_\_  
Mary Ann Burke, Member  
Date: \_\_\_\_\_

\_\_\_\_\_  
Stephen Courchaine  
Printed Name  
\_\_\_\_\_  
Owner  
Title

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

FID/TIN: 20-8951200

ATTEST:

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

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

Date: 1-26-23



# City of Carmel

DEPARTMENT OF COMMUNITY SERVICES

**QUOTE FOR TREE REMOVAL AND OTHER LANDSCAPING SERVICES    CONTRACT NOT TO EXCEED \$140,000.00**

Quotes are due January 18, 2023, at 9:00 am. Please submit to:

Department of Community Services  
ATTN: Daren Mindham  
1 Civic Sq  
Carmel, IN 46032

**I. SCOPE OF SERVICES**

The quote is for tree removal and other landscaping services. The Contractor will furnish all labor, materials (unless notified), equipment and services necessary for tree removal/maintenance and clean-up of debris.

**II. CITY OF CARMEL REPRESENTATIVE**

All questions related to this quote shall be addressed to:

Daren Mindham  
Urban Forester  
1 Civic Square  
Carmel, IN 46032  
Phone: 317-571-2283  
Email: dmindham@carmel.in.gov

**III. WORK REQUIREMENTS**

Applicable Standards:

- Contractor must adhere to American National Standards Institute (ANSI A300) and (ANSI Z133.1) current editions.

Work Requirements:

- All work shall be completed within **40 days** after received work order from Carmel Representative.
- The Contractor will schedule project work to occur between the hours of 7:00 a.m. and 6:00 p.m. Monday through Saturday, only, unless authorized by the Carmel Representative in advance. Contractor shall not work on any city holidays.
- Contractor shall require authorization from the Carmel Representative for any sub-contracted work. Otherwise, all work shall be completed by employees of the Contractor.
- Contractor shall call 1-800-382-5544 to have all underground utility locations marked.

Angel Oak



# City of Carmel

## DEPARTMENT OF COMMUNITY SERVICES

- Contractor shall supply all needed labor, trucks, equipment, supplies, materials, safety devices and other equipment necessary to complete the work.
- Traffic control is the sole responsibility of Contractor and shall be coordinated in advance with the proper department(s) of the city. The blocking of public streets shall not be permitted unless prior approvals have been made with the appropriate city departments and the Carmel Representative has been notified. Traffic control shall be accomplished in conformance with state, county and local highway construction codes and all other applicable law. A traffic maintenance plan is required by the Carmel Engineering Department for the blocking of any lane. The handbook to use unless, otherwise directed, will be the **CONCISE HANDBOOK FOR TEMPORARY TRAFFIC CONTROL - Construction, Maintenance, and Utility Operations, 2016, SP-3**.
- The staging of vehicles or other equipment on any public sidewalk or path is prohibited.
- Any injuries, damages, expenses or loss to any person or property, public or private, because of or related to the project are the sole responsibility of the Contractor and shall be repaired or compensated by the Contractor to the satisfaction of both the injured party and the Owner, at no cost to the Owner.
- Any alteration or modification of the work performed under the contract shall be made only by written agreement between the Contractor and Carmel Representative and shall be made prior to commencement of the altered or modified work. No claim for extra work or materials shall be allowed unless covered by such a written agreement executed by all parties hereto.
- All tree debris, excess soil and mulch, metal baskets, wrapping material or other debris resulting from any tree work shall be promptly cleaned up and removed from site. The work area shall always be kept safe and neat until the cleanup operation is completed. Under no circumstance shall the accumulation of soil, branches, or other debris be allowed overnight upon a public or private property in such a manner as to result in a hazard. *This cost shall be included in the individual pricing under 'Layout of Quote'.*
- Stump removal shall be completed by a stump grinding machine, unless authorized by the Carmel Representative.
- Contractor shall be certified and hold all required applicator's licenses from the state of Indiana. Contractor shall possess any city right-of-way permits, as necessary. Contractor must comply with all applicable environmental, chemical, and other laws when performing its obligations.
- Contractor shall submit product labels of all proposed chemicals for Carmel Representative approval prior to use.
- Contractor shall contact the Carmel Representative prior to the start of any applications. This notification is meant to determine the time frame in which the application work is to be completed.





# City of Carmel

DEPARTMENT OF COMMUNITY SERVICES

#### IV. LAYOUT OF QUOTE (to the nearest fifth dollar)

##### TREE REMOVAL:

Tree removals shall be assigned by the Carmel Representative. Please provide a cost quote for removing a tree within the corresponding range. This is not based on each inch, but per range. Example: >6-12" = \$250

<u>Price per tree within</u>	0-6" \$ <u>40</u>	>18-24" \$ <u>435</u>	>30-36" \$ <u>950</u>
<u>DBH range</u>	>6-12" \$ <u>150</u>	>24-30" \$ <u>670</u>	>36" \$ <u>1000</u>
	>12-18" \$ <u>275</u>		

##### STUMP REMOVAL:

Stump grinding shall remove any part of the tree and roots that would affect the planting of a new 3" ball and burlap tree, unless noted by the Carmel Representative. Ground stump areas shall be leveled to grade with a minimum addition of 6" of topsoil and seeded with a lawn grass mix. Please provide a cost quote for a stump removal within the corresponding range. This is not based on each inch, but per range. Example: 0-18" = \$100

<u>Price per stump within</u>	0-18" \$ <u>50</u>	>18-36" \$ <u>95</u>	>36" \$ <u>165</u>
<u>range measured at 3" ht</u>			

Company Name: Angel Oak

Signature: Stephen Courchaine

Date: 1-17-23

# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

**108457**

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
1/23/2023			363273	Tree removal and grounds maintenance work for 2023

<b>ANGEL OAK TREE CARE</b>	<b>Dept of Community Service</b>
<b>VENDOR PO BOX 478</b>	<b>SHIP TO 1 Civic Square</b>
<b>CARMEL, IN 46082 -</b>	<b>Carmel, IN 46032-</b>

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
73587				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1192 Fund: 101 General Fund

Account: 43-504.00

1 Each

Tree removal and other landscape services

<b>\$140,000.00</b>	<b>\$140,000.00</b>
Sub Total	<b>\$140,000.00</b>



Send Invoice To:

**Dept of Community Service**

**1 Civic Square  
Carmel, IN 46032-**

**PLEASE INVOICE IN DUPLICATE**

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				<b>\$140,000.00</b>

**SHIPPING INSTRUCTIONS**

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

**PAYMENT**

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

ORDERED BY

TITLE

CONTROLLER

Mike Hollibaugh  
Director

James Crider  
Director of Administration

CONTROL NO. **108457**

**APPROVED**  
By Sergey Grochukhin at 9:14 am, Jan 17, 2023

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

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and AVI Systems, Inc., (the "Vendor"), as City Contract dated January 8, 2020 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

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

AVI Systems, Inc.

By:

By:

*Rick Streb*

\_\_\_\_\_  
James Brainard, Presiding Officer  
Date: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature  
Rick Streb

\_\_\_\_\_  
Mary Ann Burke, Member  
Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name  
Sales Executive

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

\_\_\_\_\_  
Title  
FID/TIN: 45-0321251

ATTEST:

Date: 1-16-2023

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

# Brookshire Rack gear replacement

## City of Carmel

Carmel Center Green Drive  
Carmel, Indiana 46032

QUOTE NUMBER

183391-92073

Revision: 0

Modified: 1/10/2023

### PROPOSAL VALID 10 DAYS

NOTE: Historically we have been able to guarantee prices for up to 90+ days. However, due to the current environment for raw materials, fuel, currency fluctuations, freight costs, etc... prices are valid for 10 days after the date of proposal and are subject to change without notice.

### FREIGHT COSTS

Due to rapidly increasing freight costs CCS will charge the customer for actual inbound shipping and handling charges. Any freight costs shown in our proposal are an estimate only and are subject to change.



Presented By:

Account Manager:

Rick Streb

Designed By:

Phillip Merriett

## AVI Systems

1256 Washington St  
Columbus, IN 47201-5722 United States  
(800) 742-5036  
<https://www.avisystems.com/>



# COMPANY PROFILE

## COMPANY OVERVIEW

AVI Systems (AVI) was established in 1977. AVI is a leading audio/visual systems designer and integrator providing advanced communications products, support services and technology solutions for educational, governmental and corporate environments. Beyond offering state of the art products and services, we create strategic options to meet your unique needs and deliver the optimal communications environment. From system design to installation and product training to service and support programs, we connect our clients with customized end-to-end solutions that are scalable, reliable and, above all, simple to use. Past success has come from our highly experienced people taking the time to fully understand the needs of our customers to provide creative solutions — solutions that ensure superior results and enable our clients to effectively communicate.

## THE AVI ADVANTAGE

- 23 U.S Locations
- 45 Years in Business
- 700 Employee Owners
- 400 Manufacturing Partners enables us to provide optimal AV Solutions
- 80% of employees are focused on technical delivery
- More than 3500 installations completed last year
- PRO Development, PRO Design, PRO Integrations and PRO Support
- Company Wide AVIXA Certificates, 125 CTS, 50 CTS-D and 30 CTS-I

## WHY AVI?

We stand apart because of all the things our people have in common. Among them:

### A shared stake in your success

As a 100% employee-owned company, we're 100% dedicated to doing right by our customers – which means we stand by our work, and will always have your back.

### Unparalleled expertise

From credentials to customer satisfaction, we have – by any measure – the most talented and best trained people in our industry. Moreover they have the energy, intelligence and integrity to get the job done right.

### Focus on the future

You need to know that your technology partner will always be there for you. Unparalleled customer support, top of the line insurance, and AVI's rock-solid financial and underpinnings provide that reassurance. As a 100% employee-owned company, we're 100% dedicated to doing right by our customers – which means we stand by our work, and will always have your back.

## SCOPE OF WORK

This Itemized quote is for insurance purposes. The list of equipment and labor below is required to bring the existing system back to its original working state. This quote does not include any changes to the original design or functionality. Equipment which has been discontinued has been quoted with the next best available model to provide similar functionality. This quote also assumes that the structured cabling for the system is still in good working order.

Please note that we assume the client will provide the POE switch and the Sirius XM player on the date of installation.

# SYSTEM PROPOSAL

## Replacement Gear

		Unit Price	Price
1	<b>Apple MK2K3LL/A</b> Apple - 10.2-Inch iPad (Latest Model) with Wi-Fi - 64GB - Space Gray 10th Gen	\$559.00	\$559.00
1	<b>Crestron Electronics CP4N</b> 4-Series Control System	\$2,800.00	\$2,800.00
2	<b>Crestron Electronics DMF-CI-8</b> DigitalMedia Card Chassis for DM-NVX-C & DMCF, 8 Slots	\$2,000.00	\$4,000.00
10	<b>Crestron Electronics DM-NVX-E30C</b> DM NVX 4K60 4:4:4 HDR Network AV Encoder Card	\$1,300.00	\$13,000.00
1	<b>Crestron Electronics DM-NVX-E760C</b> Dm NVX 4K60 4:4:4 HDR Network AV Encoder Card With DM Input	\$1,900.00	\$1,900.00
1	<b>QSC Core 610</b> Core 610	\$9,538.46	\$9,538.46
1	<b>QSC CX-Q 8K8</b> 8-Channel 1000W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp™, with Mic/line Inputs, 100-240V.	\$6,484.62	\$6,484.62
1	<b>QSC PS-1650G</b> Page Station, 16 Direct-Select Button and Gooseneck Mic	\$3,407.69	\$3,407.69
1	<b>QSC SL-DAN-64-P</b> Q-SYS Software-based Dante 64x64 Channel License, Perpetual	\$1,600.00	\$1,600.00
1	<b>QSC SLMST-610-P</b> SLMST-610-P	\$1,489.23	\$1,489.23
1	<b>Brightsign XT1144</b> Expanded I/O Player	\$650.00	\$650.00
1	<b>Contemporary Research 232-ATSC 4K</b> HDTV Tuner	\$1,153.85	\$1,153.85
1	<b>AVI Micro SD Card</b> 32GB Micro SD Card	\$75.00	\$75.00

### Brookshire Rack gear replacement

Project No : 183391-92073

Rev: 0

1/10/2023

1	<b>Denon Pro DN-300DH</b> DN-300DH AM/FM/DAB+ Digital Tuner	\$434.55	\$434.55
1	<b>Denon Pro DN-500BDMKII</b> Blu-Ray, DVD and CD/SD/USB Player	\$636.36	\$636.36
2	<b>Grommes SLS</b> Speaker Line—Lightning Suppressor - Induced Lightning Strike Protection	\$86.15	\$172.30
2	<b>Logitech 920-007119</b> K400Plus Wireless Touch Keyboard, Black	\$54.72	\$109.44
1	<b>Mersive SP-8000-E5</b> Solstice Pod Gen3 with perpetual Unlimited Enterprise software license (unlimited users) and 5 years Solstice Subscription to upgrades and support (power supply and HDMI cable sold separately)	\$2,127.00	\$2,127.00
1	<b>Middle Atlantic HPS</b> 25Pc 10-32 Rack Screws with	\$9.00	\$9.00
2	<b>Middle Atlantic MW-4QFT-FC</b> 4.5"(4)FAN/TOP W/FC M/W	\$1,001.82	\$2,003.64
2	<b>Middle Atlantic PD-2415SC-NS</b> Slim Power Strip, 24 Outlet, 15A	\$224.55	\$449.10
2	<b>Middle Atlantic RLNK-P915R-SP</b> Premium+ power distribution unit with Racklink	\$1,986.36	\$3,972.72
1	<b>Rolls HR155</b> Compact Rack Mount Monitor Speaker	\$143.23	\$143.23
2	<b>Shure QLXD2/SM58=-G50</b> Handheld Transmitter with SM58 Microphone	\$495.46	\$990.92
2	<b>Shure QLXD4=-G50</b> Half-Rack, Single Channel Receiver	\$795.08	\$1,590.16
1	<b>Shure SM58S</b> Cardioid Dynamic, On-Off Switch	\$122.77	\$122.77
1	<b>Shure UA844+SWB</b> Five-way active antenna splitter and power distribution system for QLX-D, ULX, ULX-D, SLX, and BLX (BLX4R only) receivers. (470-952 MHz)	\$628.46	\$628.46
1	<b>Wineguard TV ANTENNA</b> TV ANTENNA	\$269.23	\$269.23
2	<b>Covid CSP12EE-22-06</b> 3-Pin Male XLR Cable, 6ft	\$31.00	\$62.00

## Brookshire Rack gear replacement

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<b>1</b>	<b>Covid CSP12EE-22-25</b> 3-Pin Male XLR Cable, 25ft	\$32.00	\$32.00
<b>11</b>	<b>Covid HDPR-03</b> HDMI 2.0 Cable, 18G, Premium Certified, 3ft	\$10.88	\$119.68
<b>11</b>	<b>Covid HDPR-06</b> HDMI 2.0 Cable, 18G, Premium Certified, 6ft	\$14.00	\$154.00
<b>30</b>	<b>Covid V-C6-RJ-BK-07</b> Cat 6, RJ45 to RJ45, Black Jacket, 7ft	\$6.00	\$180.00
<b>1</b>	<b>AVI Misc</b> Misc cables and hardware	\$900.00	\$900.00
<b>1</b>	<b>Mersive SP-8301-E</b> Solstice Pod Gen3 Power Supply	\$22.00	\$22.00
<b>1</b>	<b>Rolls RMS270</b> Tray Rackmount Kit for Rolls HR Series and MA251 Products	\$62.62	\$62.62

**Replacement Gear Total**

**\$61,849.03**

### Shipping and Handling

		Unit Price	Price
<b>1</b>	<b>AVI Freight</b> In bound Freight Only.	\$900.04	\$900.04

**Shipping and Handling Total**

**\$900.04**

**Project Subtotal:**

**\$62,749.07**

## Brookshire Rack gear replacement

Project No : 183391-92073

Rev. 0

1/10/2023

# PROJECT SUMMARY

Equipment:	\$62,749.07
Labor:	\$22,805.00

<b>Grand Total:</b>	<b>\$85,554.07</b>
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# Responsibilities and Assumptions

## Customer Responsibilities

- CCS can supply necessary drawings, details and services for certain items that are better handled by the Contracting Party, Purchaser or others. Unless specifically included in our proposal the costs for these services **are not** included in this proposal and are the responsibility of the customer.
- Supply and installation of all 120V wiring for AV requirements.
- Supply and installation of any junction boxes, wall boxes, surface mount raceway, conduits and floor boxes needed for AV wiring connectivity.
- Supply and installation of all necessary wall backing or structure for LCD displays, speakers, recessed screens, etc. as required by our project manager.
- All necessary permits and fees to conform to state and city building codes.
- Telephone and data network for audio, video, or control equipment. This includes configuration of your VoIP system to work with our audio conferencing equipment.
- Supply and installation of phone or data, related to connection of video teleconferencing system to network. Configuration of your network to work with the AV system. Network should be in place and tested one week prior to equipment installation.
- Loading of software of any kind on computer(s). Products that include software will be provided to the customer for installation on their equipment. Training on software is not included unless specifically shown in our proposal.
- All labor is priced as non-union.
- Installation of custom rear projection screens, associated millwork or wall construction. Installation of recessed projection screens in plaster, drywall or hard ceilings
- Any rework of ceiling tiles and grid due to the installation of above ceiling equipment.
- Any modifications to millwork or installation required for installation of audio visual equipment. This includes modifications to provide adequate airflow. Modifications to millwork or furniture, unless otherwise noted in the quotation.
- HVAC to provide properly cooling for the AV equipment.
- Any required asbestos abatement.

# Responsibilities and Assumptions

## Assumptions

- Room Availability - Room(s) in which installation is to be done will be made available for CCS Presentation Systems' exclusive use on the day(s) of the scheduled installation. Installations will be scheduled Monday - Friday (excluding holidays) between the hours of 7:00AM - 6:00 PM.
- Parking - The customer will provide adequate parking for CCS Presentation Systems' vehicle(s) in a location conducive to our access to the vehicle(s) for retrieval of tools and supplies throughout the workday. If such parking is within a secured facility, the customer will validate the parking ticket for CCS Presentation Systems' vehicle(s).
- Merchandise Storage - Once new merchandise sold and provided by CCS Presentation Systems for this installation has been delivered to the job site and signed for by a representative of the customer. The customer will assume responsibility for the secure storage of such merchandise until the completion of the installation.
- Existing Equipment – If this project entails installation and/or re-use of any existing equipment owned by the customer, the customer shall, at CCS Presentation Systems request, provide us with any documentation which may be required in order to properly install and/or integrate the equipment into the new system. CCS is not responsible for the functionality of this equipment and if found to not be working and required for system functionality must be replaced at the customer expense.

# General Terms and Conditions

- PREVAILING TERMS AND CONDITIONS:** These Terms and Conditions, together with any appendix or other document into which these Terms and Conditions are incorporated (the "Agreement"), form the entire agreement between CCS Presentation Systems (CCS) and Customer as to the subject matter addressed herein (this "Agreement") and will become effective upon the execution of Customer. Requests for quotation, notification of acceptance or other purchasing documents provided by Customer concerning Products which are inconsistent with, different from or in addition to this Agreement are hereby rejected. In the event of a discrepancy in unit and extended pricing, the unit price will prevail.
- PAYMENT TERMS:** Subject to credit approval, the Customer shall pay within 30 days of invoice date for non-installation orders. Installed system orders require a minimum 50% down payment with order. Systems where installation and completion of the project will extend over a period greater than 30 days from date of order will be subject to progressive billing as well. In such cases, CCS will invoice for equipment received and assigned to the project (order). Progressive invoices will be due and payable according to normal credit terms. If at any time, Customer fails to pay invoices when due, or if for any reason CCS feels insecure in extending credit, CCS may decline to provide further goods on credit. Any account payments shall not extinguish any unpaid portion of the subject invoices, despite any notation on or accompanying payment such as "in full payment" or "in full satisfaction," or words of similar effect. CUSTOMER UNDERSTANDS THAT THIS PROVISION CONSTITUTES A WAIVER OF RIGHTS UNDER APPLICABLE LAW.
- FAILURE TO PAY:** If the Customer fails to pay CCS for products when due, then in addition to any other remedies available to CCS under this Agreement or allowed by law for that default, Customer will pay CCS an additional monthly financing charge equal to the lesser of: (a) one and one-half percent (1.5%); or (b) the maximum monthly interest rate allowed by law; of any amounts past due, chargeable during each month that payment remains outstanding and CCS's reasonable expenses of collection, including, but not limited to, attorneys' and experts' fees and court costs. Failure by Customer to pay any part of the account when due, or in the event that proceedings in bankruptcy, receivership, or insolvency are instituted by or against Customer or its property, CCS may, at its option, cause the entire unpaid balance to become immediately due and payable and CCS shall have the right to enter at any time without notice upon the premises where any of the materials procured by Customer from CCS are located and take possession, reclaim, and exercise any and all rights available at law or equity to CCS with respect to the materials or collection of debt. Customer hereby expressly waives any right to action that may accrue by reason of the entry for taking possession of or the selling of with respect thereto including service charges and reasonable attorneys' fees and court costs. Customer agrees to reimburse CCS for all costs and expenses, including attorneys' fees and court costs, which CCS may incur in connection with any federal or state insolvency proceeding commenced by or against Customer, including those seeking dismissal or conversion of the bankruptcy proceeding, or opposing confirmation of Customer's plan there under.
- ADDITIONAL SECURITY FOR PAYMENT:** Customer hereby agrees to execute such additional documents as CCS may require from time to time including a personal and/or business guarantee and UCC Financing Statements. As collateral securing Customer's obligations, Customer grants to supplier a continuing security interest in all of Customer's accounts and all goods provided by CCS to Customer (whether or not paid for by Customer).
- APPROVAL OF ORDERS:** All Customer purchase orders for Products under this Agreement are subject to acceptance by CCS including, if appropriate, approval by CCS Credit Department. Upon notice by CCS, Customer will furnish CCS such financial information as CCS may reasonably request for this approval. CCS may, in its sole discretion, cancel this Agreement at any time if Customer fails to meet credit requirements established by CCS.

# General Terms and Conditions

6. **DELIVERY:** Delivery times shown on the quote are typical for the quoted equipment but may vary due to equipment availability and installation department workload. Relevant information regarding delivery and installation scheduling, if applicable, will be provided to you as soon as we receive it. CCS will not be responsible for delivery delays due to product availability or express shipping charges to expedite delivery.
7. **TRANSPORTATION COSTS:** Unless otherwise provided in this Agreement, the prices for Products indicated in this Agreement exclude all transportation costs, including, but not limited to, freight, insurance and special handling and packaging. CCS will prepay these costs and invoice them to Customer.
8. **TITLE AND RISK OF LOSS:** Title and risk of loss of or damages to any Products will pass to Customer upon CCS's delivery of them to the carrier. All claims for damage to or loss of Products must be made by Customer directly to the carrier or the insurance Customer.
9. **TAXES:** The prices for Products indicated in this Agreement are subject to taxes, including, but not limited to, sales, excise or use taxes. Customer shall pay all sales, use, ad valorem, excise and/or any other taxes imposed on either party by virtue of this Agreement. CCS will invoice Customer for any of these taxes CCS is legally obligated to collect from Customer.
10. **INSTALLATION:** If applicable, installation will be performed during our normal working hours, 7:00 a.m. - 6:00 p.m., Monday through Friday (excluding holidays) unless otherwise noted on the quote. If installations are scheduled outside of normal business hours due to client's request, those hours will be billed at overtime rates. Installation schedules must be coordinated through our Installation Department. When delivery of all required equipment is confirmed, our Installation Department will contact you to work out a firm installation schedule. If an installation must be re-scheduled at your request, it will be moved to the next suitable opening in the Installation Department schedule. If upon arrival on the scheduled installation date CCS is prohibited from working in the rooms the Customer will be responsible for all costs associated with rescheduling.
11. **CHANGES/RETURNS:** Due to the custom nature of Audio and Video equipment, customer-requested changes or changes to design once equipment is on-hand or in transit, may result in re-stocking charges to the Customer. Re-stocking charges will be assessed at the rate of 20% of the original purchase price. Any changes to the agreed-upon scope of work defined in the quote must be authorized in writing and will result in additional charges. These charges will be accomplished via a change order that must be completed and signed by both parties before any equipment or labor is provided as a result of the change in scope of work.
12. **WARRANTY:** CCS makes no warranty regarding the equipment used in the system, and does not assume any manufacturer's warranties for such equipment. For installed systems CCS warranty covers removal, repair and replacement of equipment on a "return to factory" basis for a period of **ninety (90) days** for equipment covered under the manufacturer's warranty. After **ninety (90) days** CCS will charge the customer for labor to remove and replace any equipment covered under the manufacturer's warranty. Please note: CCS will assist the customer in obtaining cure under manufacturers' warranties for system equipment for a period of one (1) year from the date of Substantial Completion at no cost to the Owner. This will include providing invoices, warranty information and contacting the manufacture on behalf of the customer to initiate warranty repairs or replacement. CCS recommends the purchase of the optional **CCS Extended Labor Warranty and 1 Year Managed Service Agreement**. This agreement provides one (1) preventive maintenance call and extends the labor warranty for removal, repair and replacement of the equipment to one (1) year. Without acceptance of the **CCS Extended Labor Warranty & 1 Year Managed Service Agreement** any labor for removal and replacement of equipment covered under manufacturer warranty, non-warranty service calls, manufacturers repair fees, shipping charges and bench time will be billed at the prevailing labor and travel rates.

CCS warrants the system or systems it designs, sells, and installs to be free of defects in our workmanship and installation materials (cables, connectors and hardware) for a period of one (1) year from the date of Substantial

# General Terms and Conditions

Completion. If during that time, the system fails to perform as specified due to defective workmanship or installation materials, CCS will correct the problem at no additional charge. CCS is not responsible for the condition or functionality of the customer's existing equipment.

## Definitions:

**Substantial Completion** is the stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the contract documents so that the owner can occupy or utilize the Work for its intended use. This is the date that the customer begins utilizing the equipment.

**Workmanship** is our physical installation of the equipment and components so that they form a complete system.

**Installation Materials** are the cables, connectors, hardware and accessories utilized to assemble the equipment into a functioning system.

**Equipment** is the physical components such as audio, video and control system electronic components, microphones, cameras, projection screens, lecterns, racks and furniture that are provided with a separate manufacturer provided warranty.

**Limitations:** This warranty does not apply to any appearance items of the product or to any product the exterior of which has been damaged or defaced. This warranty does not cover failure due to system or product misuse, abnormal service or handling, removal of Customer's media or replacement, improper operation, system alterations or modifications from CCS's design or construction, or failure to maintain or use equipment in accordance with manufacturer recommendations. This warranty does not cover damage caused by fire, smoke, water, lightning, electrical surges or other damage caused by weather, natural disaster, or any outside forces. This warranty does not cover service calls that are the result of the mis-adjustment of the system or the connection of Owner's equipment to the system. This warranty does not include maintenance activities such as re-convergence of projections systems, re-programming of control systems or the replacement of projection lamps or other expendable items. CCS is not responsible for "image burn" as a result of prolonged periods of static images being displayed on certain devices. The duties of CCS are limited to those expressly stated in this Agreement. CCS MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, ON THE SYSTEM OR ANY PARTS OR SERVICE RENDERED HEREUNDER. CCS SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES, HOWEVER CAUSED, INCLUDING LOSS OF BUSINESS OPPORTUNITIES OR LOST PROFITS, DIRECTLY OR INDIRECTLY ARISING FROM THE CUSTOMER'S DIFFICULTY WITH OR INABILITY TO USE THE SYSTEM, EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT.

13. **WAIVER:** Either party's waiver of the other's default in its obligations under any terms or conditions of this Agreement will not in any way limit or affect that party's right to enforce and compel strict compliance with that term or condition at any other time or with any other term or condition.
14. **BONDING:** If required CCS can provide performance bonding for work covered under this Agreement. Cost for such bonding will be added to the first progress invoice.
15. **ENTIRE AGREEMENT:** This Agreement and appendices to this Agreement supersedes, terminates and otherwise voids any and all prior written and/or oral agreements between the parties with respect to Products. There are no warranties, representations or understandings of any kind or description whatsoever made by either party to the other, except such as are expressly set forth herein. Any additional terms or notes appearing on attached schedules, quote summaries and/or change.

# Payment Terms and Schedule

<b>Payment Breakdown</b>	<b>Amount</b>	<b>Due Date</b>
Deposit	\$42,777.04	
Final Invoice	\$42,777.03	

Systems where installation and completion of the project will extend over a period greater than 30 days from date of order will be subject to monthly progressive billing. In such cases, AVI will invoice for services performed and equipment received and assigned to the project. Progressive invoices will be due and payable according to our normal credit terms.



# Payment Terms and Schedule

## ACKNOWLEDGEMENT

As the authorized representative of the Customer, I acknowledge that I have read the attached scope of work and fully understand what is being proposed. I also acknowledge that I have read the customer responsibilities section, assumptions and general terms and conditions.

By accepting our proposal whether by purchase order or signed contract I accept the Payment Terms and Conditions shown above. I understand that the Total shown on the Payment Terms and Schedule may not include any applicable sales tax and that applicable tax will be added to our invoice if required.

I understand that the warranty for labor on installed equipment is covered for a period of ninety (90) days.

On some proposals we may offer an Optional Managed Services Agreement. If offered it will be shown as "MANAGED SERVICES AGREEMENT" on our proposal as an OPTION. If you choose to accept that option please initial the Optional Managed Services Agreement document at the end of our proposal. If a "MANAGED SERVICE AGREEMENT" is offered and accepted the cost for that agreement will be added to the amount shown above in the Payment Terms and Schedule. Please read the Optional Managed Services Agreement for details.

I understand that without this agreement CCS will charge the customer for labor to remove and replace any equipment covered under the manufacturer's warranty after ninety (90) days from the date of substantial completion. Substantial Completion is the stage in the progress of the work when the customer begins utilizing the system for its intended use.

### AVI Systems

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

**Name:** Rick Streb

**Title:** Account Manager

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

**Phone:** (800) 742-5036

**Fax:** (812) 376-3557

### City of Carmel

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

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

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

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

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

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

\*All change orders will be invoiced at time of change



# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1  
PURCHASE ORDER NUMBER  
**108428**

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
1/13/2023			376930	rack gear replacement
VENDOR			SHIP TO	
AVI SYSTEMS 1256 WASHINGTON STREET COLUMBUS, IN 47201 -			Brookshire Golf Course 12120 Brookshire Pkwy. Carmel, IN 46033- Pamela Lister	(317) 846-7431
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
73349				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
1	Each	Equipment Repairs	\$85,554.07	\$85,554.07
			Sub Total	\$85,554.07

Department: 1207 Fund: 101 General Fund  
Account: 44-632.00



Send Invoice To:  
Brookshire Golf Course  
Pamela Lister  
12120 Brookshire Pkwy.  
Carmel, IN 46033-  
(317) 846-7431

**PLEASE INVOICE IN DUPLICATE**

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$85,554.07

**SHIPPING INSTRUCTIONS**

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

**PAYMENT**

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

ORDERED BY

Bob Higgins  
General Manager/Superintendent

James Crider  
Director of Administration

CONTROL NO. **108428**

TITLE  
CONTROLLER

CITY OF CARMEL

APPROVED  
By Sergey Grechikhin at 10:05 am, Jan 23, 2023

TO:  
Frederick's, Inc.  
5448 West State Road 132  
Pendleton, IN 46064

CONTRACT CHANGE ORDER NO.: 5  
DATE: 1/20/2023  
PROJECT NAME: Carmel Data Center  
CITY REQ. NO.: \_\_\_\_\_  
CITY PO NO.: 105712  
CITY PO DATE: \_\_\_\_\_

I. You are directed to make the following changes in this Contract:  
(Brief Description)

ADD - Grade, form, furnish, place and finish approx. 75 feet of new 4" concrete sidewalk on 4" #53 stone - \$9,590.00

<u>ITEM</u>	<u>AMOUNT</u>	<u>SCHEDULED ADJUSTMENT (+) OR (-) DAYS</u>
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II. The following referenced Documents further describe the changes outlined in Paragraph I, and are to be considered a part of this Change Order: R.F.P.: \_\_\_\_\_ W.D.C. No.: \_\_\_\_\_  
Other: \_\_\_\_\_

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

Contract Price prior to this Change Order	\$ <u>634,626.00</u>
Contract Price will be increased/decreased by this Change Order	\$ <u>9,590.00</u>
New Contract Price including this Change Order	\$ <u>644,216.00</u>

Contract Time Prior to this Change Order \_\_\_\_\_ Days NC Completion Date

Net increased/decreased resulting from this Change Order NC Days

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

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

The Above Changes Are  
Recommended

Studio M Architecture  
ARCHITECT  
2 West Main Street  
Address

Carmel, IN 46032  
City/State/Zip

By: 


Phone: 317.496.0486

Date: 1-20-2023

The Above Changes Are  
Requested/Accepted:

Frederick's, Inc.  
CONTRACTOR  
5448 West State Road 132  
Address

Pendleton, IN 46064  
City/State/Zip

By: 

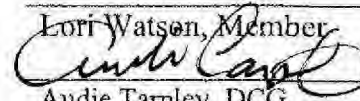
Phone: (765) 778-7588

Date: 1-20-2023

Approved:

James Brainard, Mayor

Mary Ann Burke, Member

Lori Watson, Member  
  
Audie Tarpley, DCG  
Construction Project Manager

James R Crider  
James Crider, Director of  
Administration

ATTEST:

Sue Wolfgang, Clerk

Date:





CITY OF CARMEL

TO: Rieth-Riley Construction  
1751 W. Minnesota Street  
Indianapolis, IN. 46221

CONTRACT CHANGE ORDER NO.: 5  
DATE: 1/04/23  
PROJECT NAME: Smoky Row Road Reconstruction  
CITY REQ. NO.: 20-ENG-01  
CITY P. O. NO.: 106303  
CITY P. O. DATE.: 2/23/22

I. You are directed to make the following changes in this Contract:

This Change Order shall consist of establishing three additional new contract pay items for added work associated with the Smoky Row Contract for Project 20-ENG-01. This new work will incorporate a pay item for underdrain outlet pipes which were summarized in the design drawing but never got incorporate into the engineers estimate, the substitution from a rolled curb and gutter section for the center islands to a modified type B curb section along with time and materials adjustment to provide sanitary sewer service to the Quinet property. \*A contract time adjustment is required for this Contract, but cannot be quantified at this date. Any contract time adjustment will be addressed by change order at a future date.

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

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

Contract Price prior to this Change Order \$ 8,209,856.35  
Contract Price will be **increased**/decreased by this Change Order \$ 36,949.54  
New Contract Price including this Change Order \$ 8,246,805.89  
Contract Time Prior to this Change Order 0 Days 12/2/22\* Completion Date  
Net increased/decreased resulting from this Change Order 0 Days  
Current Contract Time including this Change Order 0 Days 12/2/22\* Completion Date  
This Change Order is for full and final settlement of all direct, indirect, impact costs and time extensions incurred at any time resulting from the performance of the changed work.

The Above Changes Are Recommended:  
Beam Longest and Neff LLC  
ENGINEER  
8320 Craig Street  
Address

The Above Changes Are Accepted:  
Rieth-Riley Construction Inc.  
CONTRACTOR  
1751 W. Minnesota Street  
Address

Approved:  
James Brainard, Mayor  
Mary Ann Burke, Member  
Lori Watson, Member  
Jeremy Kashman, PE, City Engineer

Indianapolis, IN 46250  
City/State/Zip

Indianapolis, IN 46221  
City/State/Zip

By: [Signature]  
Phone: 317-849-5832  
Date: 1/05/23

By: [Signature]  
Phone: 317-634-5561  
Date: 1/05/23

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



ATTACHMENT A  
CHANGE ORDER NO. 5

Item No.	Description	Units	Unit Price	Quantity		Amount	
				Increase	Decrease	Increase	Decrease
58	Curb and Gutter, B, Concrete, Modified	Lft	\$ 60.66		98	\$0.00	\$5,944.68
61	Curb and Gutter, Roll Curb	Lft	\$ 31.70		1589	\$0.00	\$50,371.30
208	Underdrain Outlet Pipe	Lft	\$ 26.86	42		\$1,128.12	\$0.00
209	Curb, Type B, Modified, 24"	Lft	\$ 45.00	1687	0	\$75,915.00	\$0.00
210	Sanitary Sewer Connection ( Quinet Property)	Lsum	\$ 16,222.40	1		\$16,222.40	\$0.00
SUBTOTAL						\$0.00	\$0.00
						\$93,265.52	\$56,315.98
TOTAL NET INCREASE							\$36,949.54

# RIETH-RILEY CONSTRUCTION Co., Inc.

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## EXTRA WORK AGREEMENT PRICING

**TO:** Beam, Longest & Neff  
8320 Craig Street  
Indianapolis, IN 46250

**DATE:** 11/3/2022

**PROJECT:** 20-ENG-01 Smoky Row Road

**JOB #:** RR Job# 3200920

**ATTN:** Guy E. Della Valle, Field Services  
Coordinator

**RE:** CO9 – Underdrain Outlet Pipe

**We Are Sending:**

Shop Drawings  
Letter  
Prints/Plans  
 Change Order  
Samples  
Specifications  
Other:

**Submitted For:**

Approval  
Your Use  
As Requested  
Review and Comment

**Sent Via: Email**

Attached  
Separate Cover Via:

**Action Taken:**

Approved as Submitted  
Approved as Noted  
Returned After Loan  
Resubmit                      Copies  
Submit                         Copies  
Returned  
Returned for Corrections  
Due Date:

**Notes/Remarks:**

Please see below for pricing for the Underdrain Outlet Pipe that is called out in the underdrain table but does not have a pay item for it.

Item	Description	Quantity	Unit	Unit Price	Extension
	Underdrain Outlet Pipe	<del>108</del>	LFT	\$26.86	<del>\$2,900.44</del>
		42			\$ 1,128.12

Thank you,

Brandon Weinkauf

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



# RIETH-RILEY CONSTRUCTION EXTRA WORK AGREEMENT

DATE: 11/3/22 Work Performed: Underdrain Outlet Pipe  
 CONTRACT: 20-ENG-01 PROJECT: 20-ENG-01 - Smoky Row  
 FORCE ACCOUNT/EXTRA WORK FOR: Outlet Pipes are called out on plans but there is not a biditem

**LABOR 109.05 (b)(1)**

EMPLOYEE	HOURS			TOTAL	RATE	EXTENSION
	Regular	Overtime	Doubletime			
CARPENTER				0.00	\$30.81	\$0.00
CARPENTER FOREMAN				0.00	\$32.81	\$0.00
COMBINATION				0.00	\$32.76	\$0.00
FINISHER				0.00	\$28.90	\$0.00
FOREMAN				0.00	\$42.00	\$0.00
LABORER				0.00	\$28.40	\$0.00
MECHANIC				0.00	\$39.48	\$0.00
OPERATOR (103)				0.00	\$39.40	\$0.00
OPERATOR (841)				0.00	\$39.35	\$0.00
OPERATOR OILER (103)				0.00	\$34.51	\$0.00
QA TECH				0.00	\$28.40	\$0.00
SUPERINTENDENT/PROJECT MANAGER				0.00	\$52.00	\$0.00
TEAMSTER				0.00	\$33.77	\$0.00

TOTAL LABOR \_\_\_\_\_ \$0.00 (2)  
 FICA 7.50 % x LINE (2) \_\_\_\_\_ \$0.00 (3)

**FRINGES**

EMPLOYEE	HOURS		RATE		EXTENSION
CARPENTER	0.00	x	\$24.38	=	\$0.00
CARPENTER FOREMAN	0.00	x	\$24.38	=	\$0.00
COMBINATION	0.00	x	\$17.39	=	\$0.00
FINISHER	0.00	x	\$17.39	=	\$0.00
FOREMAN	0.00	x	\$19.71	=	\$0.00
LABORER	0.00	x	\$17.39	=	\$0.00
MECHANIC	0.00	x	\$20.96	=	\$0.00
OPERATOR (103)	0.00	x	\$20.96	=	\$0.00
OPERATOR (841)	0.00	x	\$25.36	=	\$0.00
OPERATOR OILER (103)	0.00	x	\$20.96	=	\$0.00
QA TECH	0.00	x	\$17.39	=	\$0.00
SUPERINTENDENT/PROJECT MAN	0.00	x	\$19.71	=	\$0.00
TEAMSTER	0.00	x	\$16.54	=	\$0.00

TOTAL FRINGES \_\_\_\_\_ \$0.00 (4)

WORKERS COMPENSATION 4.70 % x LINE (2) \_\_\_\_\_ \$0.00 (5)  
 \_\_\_\_\_ \$0.00 (6)  
 STATE UNEMPLOYMENT 3.85 % x LINE (2) \_\_\_\_\_ \$0.00 (7)  
 FEDERAL UNEMPLOYMENT 0.40 % x LINE (2) \_\_\_\_\_ \$0.00 (8)

TRAVEL ALLOWANCE OR SUBSISTENCE (NOTE #3) \_\_\_\_\_ \$0.00 (9)  
 TOTAL LINES 2, 3, 4, 5, 6, 7, 8 & 9 \_\_\_\_\_ \$0.00 (10)  
 20% x LINE (10) \_\_\_\_\_ \$0.00 (11)  
 GRAND TOTAL LABOR LINES (10) + (11) \_\_\_\_\_ \$0.00 (12)

###  
**MATERIAL 109.05 (b)(3)**

**Pipe End Section DIA 15"**

**Added item for 15" End Section called out in plans but no item for it**

Purchased or Manufactured	Description	Quantity	Unit	Unit Price	Extension
					\$ -
					\$ -
					\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -

MATERIALS PURCHASED	\$0.00	(18)
MATERIALS MANUFACTURED	\$0.00	(19)
2 TOTAL LINE (18) + (19)	\$0.00	(20)
4 12% x LINE (20)	\$0.00	(21)
GRAND TOTAL FOR MATERIALS, LINE (20) + (21)	\$0.00	(22)
2		

**EQUIPMENT 109.05 (b)(4)**

Equipment #	CONTRACTOR OWNED EQUIPMENT	FHWA HOURLY RATE	HOURS	EXTENSION
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
	Trucking - Straight Time	\$0.00		\$0.00
	Trucking - Over Time	\$0.00		\$0.00
	Trucking - Double Time	\$0.00		\$0.00

TOTAL EQUIPMENT	\$0.00	(23)
TOTAL TRUCKING	\$0.00	(24)
FUEL, LUBRICANTS AND TRANSPORTATION COSTS	\$0.00	(25)
TOTAL LINES (23) + (24) + (25)	\$0.00	(26)
12% x LINE (26)	\$0.00	(27)
GRAND TOTAL FOR EQUIPMENT, LINES (26) + (27)	\$0.00	(28)

**SUBCONTRACTORS 109.05 (b)(6)**

DESCRIPTION	AMOUNT
Underdrain Outlet Pipe (108 LFT)	\$2,700.00

TOTAL SUBCONTRACT	\$2,700.00	(29)
7% x LINE (29)	\$189.00	(30)
GRAND TOTAL FOR SUBCONTRACTORS, LINES (30) + (31) + (32)	\$2,889.00	(31)

**TOTAL OF WORK COMPLETED FOR THE WEEK**

TOTAL LINES (12), (17), (22), (28) & (31)	\$2,889.00	(32)
0.36 % OF BOND RATE BASED UPON LINE (34)	\$10.40	(33)
10 % x LINE (35)	\$1.04	(34)
TOTAL EXTRA WORK LINES, (34) + (35) + (36)	\$2,900.44	(35)
UNITS	108.00	
UNIT PRICE	\$26.86	

# RIETH-RILEY CONSTRUCTION Co., Inc.

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## EXTRA WORK AGREEMENT PRICING

**TO:** Beam, Longest & Neff  
8320 Craig Street  
Indianapolis, IN 46250

**DATE:** 12/7/2022

**PROJECT:** 20-ENG-01 Smoky Row Road

**JOB #:** RR Job# 3200920

**ATTN:** Guy E. Della Valle, Field Services  
Coordinator

**RE:** CO10 – 24" Curb Type B Modified

**We Are Sending:**

Shop Drawings  
Letter  
Prints/Plans  
 Change Order  
Samples  
Specifications  
Other:

**Submitted For:**

Approval  
Your Use  
As Requested  
Review and Comment

**Sent Via: Email**

Attached  
Separate Cover Via:

**Action Taken:**

Approved as Submitted  
Approved as Noted  
Returned After Loan  
Resubmit                      Copies  
Submit                         Copies  
Returned  
Returned for Corrections  
Due Date:

**Notes/Remarks:**

Please see below for pricing for the 24" Curb Type B Modified. This will take the place of the majority of the Roll Curb on the project.

Item	Description	Quantity	Unit	Unit Price	Extension
	24" Curb Type B Modified	<del>1,500</del>	LFT	\$45.00	<del>\$67,500.00</del>
		1,687			\$ 75,915.00

Thank you,

Brandon Weinkauf

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



# RIETH-RILEY CONSTRUCTION Co., Inc.

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## EXTRA WORK AGREEMENT PRICING

**TO:** Beam, Longest & Neff  
8320 Craig Street  
Indianapolis, IN 46250

**DATE:** 1/5/2022

**PROJECT:** 20-ENG-01 Smoky Row Road

**JOB #:** RR Job# 3200920

**ATTN:** Guy E. Della Valle, Field Services  
Coordinator

**RE:** CO11 – Sanitary Sewer Connection

**We Are Sending:**

Shop Drawings  
Letter  
Prints/Plans  
 Change Order  
Samples  
Specifications  
Other:

**Submitted For:**

Approval  
Your Use  
As Requested  
Review and Comment

**Sent Via: Email**

Attached  
Separate Cover Via:

**Action Taken:**

Approved as Submitted  
Approved as Noted  
Returned After Loan  
Resubmit                      Copies  
Submit                         Copies  
Returned  
Returned for Corrections  
Due Date:

**Notes/Remarks:**

Please see below for pricing and backup for the sanitary sewer connection done under T&M.

Item	Description	Quantity	Unit	Unit Price	Extension
	Sanitary Sewer Connection	1	LSM	\$16,222.40	\$16,222.40

Thank you,

Brandon Weinkauf

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



# RIETH-RILEY CONSTRUCTION EXTRA WORK AGREEMENT

DATE: 10/12/22 Work Performed: Sanitary Service Connection  
 CONTRACT: 20-ENG-01 PROJECT: 20-ENG-01 - Smoky Row  
 FORCE ACCOUNT/EXTRA WORK FOR: Sanitary Service Connection

**LABOR 109.05 (b)(1)**

EMPLOYEE	HOURS			TOTAL	RATE	EXTENSION
	Regular	Overtime	Doubletime			
CARPENTER				0.00	\$30.81	\$0.00
CARPENTER FOREMAN				0.00	\$32.81	\$0.00
COMBINATION				0.00	\$32.76	\$0.00
FINISHER				0.00	\$28.90	\$0.00
Mitch Albright (Foreman)	8.00			8.00	\$42.00	\$336.00
Yovani Garcia (Laborer)	8.00			8.00	\$29.40	\$235.20
Coty Crissinger (Laborer)	8.00			8.00	\$27.40	\$219.20
Jose Sanchez (Operator)	8.00			8.00	\$38.65	\$309.20
Joseph Criswell (Operator)	8.00			8.00	\$38.65	\$309.20
OPERATOR OILER (103)				0.00	\$34.51	\$0.00
QA TECH				0.00	\$28.40	\$0.00
SUPERINTENDENT/PROJECT MANAGER				0.00	\$52.00	\$0.00
TEAMSTER				0.00	\$33.77	\$0.00

TOTAL LABOR \$1,408.80 (2)  
 FICA 7.50 % x LINE (2) \$105.66 (3)

**FRINGES**

EMPLOYEE	HOURS		RATE		EXTENSION
CARPENTER	0.00	X	\$24.38	=	\$0.00
CARPENTER FOREMAN	0.00	X	\$24.38	=	\$0.00
COMBINATION	0.00	X	\$17.39	=	\$0.00
FINISHER	0.00	X	\$17.39	=	\$0.00
Mitch Albright (Foreman)	8.00	X	\$19.71	=	\$157.68
Yovani Garcia (Laborer)	8.00	X	\$17.39	=	\$139.12
Coty Crissinger (Laborer)	8.00	X	\$17.39	=	\$139.12
Jose Sanchez (Operator)	8.00	X	\$20.96	=	\$167.68
Joseph Criswell (Operator)	8.00	X	\$20.96	=	\$167.68
OPERATOR OILER (103)	0.00	X	\$20.96	=	\$0.00
QA TECH	0.00	X	\$17.39	=	\$0.00
SUPERINTENDENT/PROJECT MAM	0.00	X	\$19.71	=	\$0.00
TEAMSTER	0.00	X	\$16.54	=	\$0.00

TOTAL FRINGES \$771.28 (4)

WORKERS COMPENSATION 4.70 % x LINE (2) \$66.21 (5)  
 STATE UNEMPLOYMENT 3.85 % x LINE (2) \$54.24 (7)  
 FEDERAL UNEMPLOYMENT 0.40 % x LINE (2) \$5.64 (8)

TRAVEL ALLOWANCE OR SUBSISTENCE (NOTE #3) \$0.00 (9)  
 TOTAL LINES 2, 3, 4, 5, 6, 7, 8 & 9 \$2,411.83 (10)  
 20% x LINE (10) \$482.37 (11)  
 GRAND TOTAL LABOR LINES (10) + (11) \$2,894.20 (12)

###  
**MATERIAL 109.05 (b)(3)**

Purchased or Manufactured	Description	Quantity	Unit	Unit Price	Extension
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

MATERIALS PURCHASED	\$0.00	(18)
MATERIALS MANUFACTURED	\$0.00	(19)
2 TOTAL LINE (18) + (19)	\$0.00	(20)
4 12% x LINE (20)	\$0.00	(21)
GRAND TOTAL FOR MATERIALS LINE (20) + (21)	\$0.00	(22)
2		

**EQUIPMENT 109.05 (b)(4)**

Equipment #	CONTRACTOR OWNED EQUIPMENT	FHWA HOURLY RATE	HOURS	EXTENSION
P220000191	2019 RAM 2500 Pickup	\$36.51	8.00	\$292.08
EX23000005	320 Excavator	\$136.54	8.00	\$1,092.32
WL03000015	938 Loader	\$79.05	8.00	\$632.40
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
	Trucking - Straight Time	\$125.50	22.00	\$2,761.00
	Trucking - Straight Time	\$114.00	8.00	\$912.00
	Trucking - Double Time	\$0.00		\$0.00

TOTAL EQUIPMENT	\$2,016.80	(23)
TOTAL TRUCKING	\$3,673.00	(24)
FUEL LUBRICANTS AND TRANSPORTATION COSTS	\$0.00	(25)
TOTAL LINES (23) + (24) + (25)	\$5,689.80	(26)
12% x LINE (26)	\$682.78	(27)
GRAND TOTAL FOR EQUIPMENT LINES (26) + (27)	\$6,372.58	(28)

**SUBCONTRACTORS 109.05 (b)(5)**

DESCRIPTION	AMOUNT

TOTAL SUBCONTRACT	\$0.00	(29)
7% x LINE (29)	\$0.00	(30)
GRAND TOTAL FOR SUBCONTRACTORS LINES (30) + (31) + (32)	\$0.00	(31)

**TOTAL OF WORK COMPLETED FOR THE WEEK**

TOTAL LINES (12), (17), (22), (28) & (31)	\$9,266.78	(32)
0.36 % OF BOND RATE BASED UPON LINE (34)	\$33.36	(33)
10 % x LINE (35)	\$3.34	(34)
TOTAL EXTRA WORK LINES (34) + (35) + (36)	\$9,303.48	(35)
UNITS		
UNIT PRICE	\$0.00	



# RIETH-RILEY CONSTRUCTION EXTRA WORK AGREEMENT

DATE: 10/13/22 Work Performed: Sanitary Service Connection  
 CONTRACT: 20-ENG-01 PROJECT: 20-ENG-01 - Smoky Row  
 FORCE ACCOUNT/EXTRA WORK FOR: Sanitary Service Connection

**LABOR 109.05 (b)(1)**

EMPLOYEE	HOURS			TOTAL	RATE	EXTENSION
	Regular	Overtime	Doubletime			
CARPENTER				0.00	\$30.81	\$0.00
CARPENTER FOREMAN				0.00	\$32.81	\$0.00
COMBINATION				0.00	\$32.76	\$0.00
FINISHER				0.00	\$28.90	\$0.00
Mitch Albright (Foreman)	8.00	1.50		9.50	\$42.00	\$430.50
Yovani Garcia (Laborer)	8.00	1.50		9.50	\$29.40	\$301.35
Coty Crissinger (Laborer)	8.00	1.50		9.50	\$27.40	\$280.85
Jose Sanchez (Operator)	8.00	1.50		9.50	\$38.65	\$396.16
Joseph Criswell (Operator)	8.00	1.50		9.50	\$38.65	\$396.16
OPERATOR OILER (103)				0.00	\$34.51	\$0.00
QA TECH				0.00	\$28.40	\$0.00
SUPERINTENDENT/PROJECT MANAGER				0.00	\$52.00	\$0.00
TEAMSTER				0.00	\$33.77	\$0.00

TOTAL LABOR 7.50 % x LINE (2) \$1,805.02 (2)  
 FICA 7.50 % x LINE (2) \$135.38 (3)

**FRINGES**

EMPLOYEE	HOURS		RATE		EXTENSION
CARPENTER	0.00	X	\$24.38	=	\$0.00
CARPENTER FOREMAN	0.00	X	\$24.38	=	\$0.00
COMBINATION	0.00	X	\$17.39	=	\$0.00
FINISHER	0.00	X	\$17.39	=	\$0.00
Mitch Albright (Foreman)	9.50	X	\$19.71	=	\$187.25
Yovani Garcia (Laborer)	9.50	X	\$17.39	=	\$165.21
Coty Crissinger (Laborer)	9.50	X	\$17.39	=	\$165.21
Jose Sanchez (Operator)	9.50	X	\$20.96	=	\$199.12
Joseph Criswell (Operator)	9.50	X	\$20.96	=	\$199.12
OPERATOR OILER (103)	0.00	X	\$20.96	=	\$0.00
QA TECH	0.00	X	\$17.39	=	\$0.00
SUPERINTENDENT/PROJECT MANAGER	0.00	X	\$19.71	=	\$0.00
TEAMSTER	0.00	X	\$16.54	=	\$0.00

TOTAL FRINGES \$915.90 (4)

WORKERS COMPENSATION 4.70 % x LINE (2) \$84.84 (5)  
 STATE UNEMPLOYMENT 3.65 % x LINE (2) \$69.49 (7)  
 FEDERAL UNEMPLOYMENT 0.40 % x LINE (2) \$7.22 (8)

TRAVEL ALLOWANCE OR SUBSISTENCE (NOTE #3) \$0.00 (9)  
 TOTAL LINES 2, 3, 4, 5, 6, 7, 8 & 9 \$3,017.85 (10)  
 20% x LINE (10) \$603.57 (11)  
 GRAND TOTAL LABOR LINES (10) + (11) \$3,621.42 (12)

###  
**MATERIAL 109.05 (b)(3)**

Purchased or Manufactured	Description	Quantity	Unit	Unit Price	Extension
P	6" SDR 35 PVC Sewer Pipe	86.50	LFT	\$ 6.28	\$ 416.29
P	6" SDR 35 Repair Couplings	2.00	EA	\$ 30.79	\$ 61.58
P	6" Bends	2.00	EA	\$ 23.50	\$ 47.00
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -

MATERIALS PURCHASED	\$524.87	(18)
MATERIALS MANUFACTURED	\$0.00	(19)
2 TOTAL LINE (18) + (19)	\$524.87	(20)
4 12% x LINE (20)	\$62.98	(21)
GRAND TOTAL FOR MATERIALS: LINE (20) + (21)	\$587.85	(22)

**EQUIPMENT 109.05 (b)(4)**

Equipment #	CONTRACTOR OWNED EQUIPMENT	FHWA HOURLY RATE	HOURS	EXTENSION
P220000191	2019 RAM 2500 Pickup	\$36.51	9.50	\$346.85
EX23000005	320 Excavator	\$136.54	8.50	\$1,297.13
WL03000016	938 Loader	\$79.05	9.50	\$750.98
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
	Trucking - Straight Time	\$0.00		\$0.00
	Trucking - Over Time	\$0.00		\$0.00
	Trucking - Double Time	\$0.00		\$0.00

TOTAL EQUIPMENT	\$2,394.96	(23)
TOTAL TRUCKING	\$0.00	(24)
FUEL, LUBRICANTS AND TRANSPORTATION COSTS	\$0.00	(25)
TOTAL LINES (23) + (24) + (25)	\$2,394.96	(26)
12% x LINE (26)	\$287.40	(27)
GRAND TOTAL FOR EQUIPMENT: LINES (26) + (27)	\$2,682.36	(28)

**SUBCONTRACTORS 109.05 (b)(6)**

DESCRIPTION	AMOUNT

TOTAL SUBCONTRACT	\$0.00	(29)
T x LINE (29)	\$0.00	(30)
GRAND TOTAL FOR SUBCONTRACTORS: LINES (29) + (30) + (31)	\$0.00	(31)

**TOTAL OF WORK COMPLETED FOR THE WEEK**

TOTAL LINES (12), (17), (22), (28) & (31)	\$6,891.63	(32)
0.36 % OF BOND RATE BASED UPON LINE (34)	\$24.81	(33)
10% x LINE (35)	\$2.48	(34)
TOTAL EXTRA WORK LINES (34) + (35) + (36)	\$6,918.92	(35)
UNITS		
UNIT PRICE	\$0.00	

Date: 10/12/2022

### Time Card Detail Report

3200920

Foreman: 452875 : ALBRIGHT, CURTIS M

Carmel - Smokey Row Rd Improvement



Biditem:	501-71506329	102-71505154	025-21109265.99
Activity:			
Rework:			
Locations:			
Production Qty:	0	0	63.85
Alt Code:	71506379	71505154	21109265.99

Approved  
Reviewed  
Accepted

Employee Name -or- Equipment Description	Hours				Pay Class	Employee Signature
	ST	OT	DT	Total		
ALBRIGHT, CURTIS M	8	0	0	8	9000SPRM 8	
2019 RAM 2500 TRUCK PICKUP	8	0	0	8	8	
SANCHEZ RAMIREZ, JOSE A	8	0	0	8	2000GRP1 8	
2014 CATERPILLAR 320ELRR 23 ME	8	0	0	8	8	
CRISWELL, JOSEPH LEE	8	0	0	8	2000GRP1 8	
2017 CATERPILLAR 938M LOADER V8	8	0	0	8	8	
GARCIA, YOVANI	7.5	0.5	0	7.5/0.5	1014CAT5 7.5/5	
CRISSINGER, COTY M	7.5	0.5	0	7.5/0.5	1016CAT1 7.5/5	

Biditem	Location	Activity	Cost Code Notes
501-71506329			<p>112+00 excavated and located sanitary main. Cut 8' of 8" main cut removed cut piece. Cut 8' piece in half and installed 8x6T then installed back in line in prep for lateral to be installed south to RW.</p> <p>This morning we had issues with our 3" pump and generator for 2" electric pump. Had to get the water under control to work on pipe. We also had install trench box as we are about 9' deep at lateral tie in.</p> <p>I picked up non shear fem co couplers from utility for placing the T on 8" main. Hanny with sanitary department informed me that we needed shear guard couplers for a sanitary main. We can only use non shear fem co on laterals. So with that said I had to call utility pipe sales to get the correct couplers. They didn't have any in stock. Mike found some at a warehouse that I went to to pick them up. We got shear guard couplers and installed T. Rain moved in around 2 pm. We shut down due to rain. We are going to pull trench box in the morning and take off at T work south to RW.</p>
102-71505154			Yesterday received 151.83 tons of 8's
025-21109265.99			Yesterday received 127.71 tons of 53's for backfill /2=63.85 cyds

Date: 10/13/2022

### Time Card Detail Report

3200920

Foreman: 452875 : ALBRIGHT, CURTIS M

Carmel - Smokey Row Rd Improvement  
 Approved  
 Reviewed  
 Accepted



Biditem:	501-71506379							
Activity:								
Rework:								
Locations:								
Production Qty:	0							
Alt Code:	71506379							

Employee Name -or- Equipment Description	Hours			Total	Pay Class	Employee Signature
	ST	OT	DT			
ALBRIGHT, CURTIS M	9.5	0	0	9.5	9000SPRM 9.5	
2019 RAM 2500 TRUCK PICKUP	9.5	0	0	9.5	9.5	
SANCHEZ RAMIREZ, JOSE A	8	1.5	0	8/1.5	2000GRP1 8/1.5	
2014 CATERPILLAR 320ELRR 23 ME	9.5	0	0	9.5	9.5	
CRISWELL, JOSEPH LEE	8	1.5	0	8/1.5	2000GRP1 8/1.5	
2017 CATERPILLAR 938M LOADER	9.5	0	0	9.5	9.5	
GARCIA, YOVANI	8	1.5	0	8/1.5	1014CAT5 8/1.5	
CRISSINGER, COTY M	8	1.5	0	8/1.5	1016CAT1 8/1.5	

Biditem	Location	Activity	Cost Code Notes
501-71506379			Installed 54' of 6' sdr35 pipe 112+05 Installed 90 elbow at rw Installed 12.5' vertically out of 90 Backfilled and compacted opening road back up Also backfilled and compacted area we worked on yesterday for installation of 8x6T

**Adjustments for P22-191 in All Saved Models**

December 21, 2022

**Dodge 2500**  
 On-Highway Light Duty Trucks

 Size Class:  
**300 HP & Over**  
 Weight:  
 N/A

**Configuration for 2500**

Axle Configuration	<b>4.0 x 2.0</b>	Cab Type	<b>Conventional</b>
Horsepower	<b>383.0 hp</b>	Power Mode	<b>Gasoline</b>
Ton Rating	<b>3.0 / 4.0</b>		

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly USD \$31.60	FHWA Rate** Hourly USD \$36.57
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$875.00	USD \$245.00	USD \$61.00	USD \$9.00		
<b>Adjustments</b>						
Region ( Indiana: 99%)	(USD \$8.75)	(USD \$2.45)	(USD \$0.61)	(USD \$0.09)		
Model Year (2019: 99.79%)	(USD \$1.78)	(USD \$0.50)	(USD \$0.12)	(USD \$0.02)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					USD \$31.60	
<b>Total:</b>	<b>USD \$864.47</b>	<b>USD \$242.05</b>	<b>USD \$60.27</b>	<b>USD \$8.89</b>	<b>USD \$31.60</b>	<b>USD \$36.51</b>

**Non-Active Use Rates**

Standby Rate	Hourly USD \$2.46
Idling Rate	Hourly USD \$31.76

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	60%	USD \$525.00/mo
Overhaul (ownership)	24%	USD \$210.00/mo
CFC (ownership)	3%	USD \$26.25/mo
Indirect (ownership)	13%	USD \$113.75/mo
Fuel (operating) @ USD 3.69	85%	USD \$26.85/hr

Revised Date: 4th quarter 2022

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

 The equipment represented in this report has been exclusively prepared for LYNETTE R SINGLETON  
 (lsingleton@rieth-riley.com)

**Adjustments for EX23-05 in All Saved Models**

December 21, 2022

**Caterpillar 320E L (disc. 2016)**  
 Crawler Mounted Hydraulic Excavators

 Size Class:  
**24.1 - 28.0 MTons**  
 Weight:  
 N/A

**Configuration for 320E L (disc. 2016)**

 Operating Weight: **23.7 mt**      Power Mode: **Diesel**
**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly USD \$60.44	FHWA Rate** Hourly USD \$139.56
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$13,925.00	USD \$3,900.00	USD \$975.00	USD \$145.00		
<b>Adjustments</b>						
Region ( Indiana: 97.3%)	(USD \$375.98)	(USD \$105.30)	(USD \$26.33)	(USD \$3.91)		
Model Year (2014: 98.85%)	(USD \$156.02)	(USD \$43.70)	(USD \$10.92)	(USD \$1.62)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)						
<b>Total:</b>	<b>USD \$13,393.01</b>	<b>USD \$3,751.00</b>	<b>USD \$937.75</b>	<b>USD \$139.46</b>	<b>USD \$60.44</b>	<b>USD \$136.54</b>

**Non-Active Use Rates**

	Hourly
Standby Rate	USD \$38.05
Idling Rate	USD \$90.82

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	38%	USD \$5,291.50/mo
Overhaul (ownership)	46%	USD \$6,405.50/mo
CFC (ownership)	5%	USD \$696.25/mo
Indirect (ownership)	11%	USD \$1,531.75/mo
Fuel (operating) @ USD 5.03	24%	USD \$14.72/hr

Revised Date: 4th quarter 2022

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 (lsingleton@rieth-riley.com)

**Adjustments for WL03-16 in All Saved Models**

December 21, 2022

**Caterpillar 938M**  
 4-Wd Articulated Wheel Loaders

 Size Class:  
**175 - 199 HP**  
 Weight:  
**N/A**

**Configuration for 938M**

 Operator Protection                      **ROPS/FOPS**                      Power Mode                      **Diesel**
**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly USD \$34.58	FHWA Rate** Hourly USD \$80.01
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$7,995.00	USD \$2,240.00	USD \$560.00	USD \$84.00		
<b>Adjustments</b>						
Region ( Indiana: 98%)	(USD \$159.90)	(USD \$44.80)	(USD \$11.20)	(USD \$1.68)		
Model Year (2017: 99.9%)	(USD \$8.07)	(USD \$2.26)	(USD \$0.57)	(USD \$0.08)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)						
<b>Total:</b>	<b>USD \$7,827.03</b>	<b>USD \$2,192.94</b>	<b>USD \$548.23</b>	<b>USD \$82.24</b>	<b>USD \$34.58</b>	<b>USD \$79.05</b>

**Non-Active Use Rates**

	Hourly
Standby Rate	USD \$22.24
Idling Rate	USD \$60.21

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	46%	USD \$3,677.70/mo
Overhaul (ownership)	34%	USD \$2,718.80/mo
CFC (ownership)	7%	USD \$559.65/mo
Indirect (ownership)	13%	USD \$1,039.35/mo
Fuel (operating) @ USD 5.03	46%	USD \$15.74/hr

Revised Date: 4th quarter 2022

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 The equipment represented in this report has been exclusively prepared for LYNETTE R SINGLETON  
 (lsingleton@rieth-riley.com)

RIETH-RILEY CONSTRUCTION CO., INC. No A 926459  
 DRIVER'S/TRUCK REPORT - ASPHALT OPERATIONS

Driver Kevin E Truck No. 654 Date 10 12 22  
 Starting Time: 8:00am Lunch 10 Quitting Time 4:00 Total Hours 8.00

Load #	Job #	Cost Code	Job Location	Type Material	Arrive Plant	Leave Plant	Arrive Paver	Leave Paver	Arrive Mill	Leave Mill	Miles To Job	T	H
1	3200970	<del>7150529</del>											
2		7150529											
3		6379											
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													
16													
17													

DOWN TIME \_\_\_\_\_ MATERIAL RETURNED TO PLANT \_\_\_\_\_ HOW MANY TONS \_\_\_\_\_

COMMENTS OR REASONS FOR DELAYS  
MM 11

Batch #	<u>100582</u>			Approved Terms	<u>AMHA</u>
Vendor #	IGH # / CODE	HOURS	X	RATE	AMOUNT
		<u>8</u>	X	<u>114</u>	
			X		
			X		
			X		
			X		
FOR OFFICE USE ONLY					INVOICE TOTAL = <u>912</u>

DRIVER'S SIGNATURE [Signature]  
 FOREMAN'S SIGNATURE [Signature]





**UTILITY PIPE SALES OF IN, INC.**

11802 N Green River Road  
 Evansville IN 47725  
 (317)224-2300  
 (317)224-2301 fax

**Invoice**

**RECEIVED**  
 JUN 07 2022

Number	IY022484
Page	1
Date	06/02/2022

BY: .....

Bill To  
**RRCONST** Rieth-Riley Construction, Co.\*  
 PO Box 276  
 Indianapolis IN 46206

Ship To  
**SMOKEY** Smokey Row Rd 20-ENG-01  
 1751 W Minnesota Street  
 Indianapolis, IN  
 Job#3200920  
 \*Reith-Riley Construction\* *Brandon*

Customer PO#	Ship Date	Salesperson	Terms	Tax Code
3201269	06/01/2022	Hasaan Rashid	Net 30 Days	INGOV

Document #	Warehouse	Freight	Ship Via
00113439	UTILITY PIPE SALES OF IN, INC.	Prepaid	BEST WAY

Item / Description	Ordered	Shipped	BackOrder	UM	Price	Per.	Extension
P406BE 6" SCH40 PVC PIPE X 20' BE	320	0	320	FT	11.00	FT	0.00
P356G 6" SDR 35 PVC SEWER PIPE GASKET JT 14' LENGTH	112	0	112	FT	6.26	FT	0.00
FS6RCG 6" SDR35 REPAIR COUPLING GXG	8	0	8	EA	30.79	EA	0.00
FS645BG 6" SDR35 45 BEND GXG	8	0	8	EA	23.50	EA	0.00
PDIC3506 6" CL350 DI PIPE, TYTON JT	20.00	20.00	0.00	FT	24.63	FT	492.60
PE4MIL1214 30" X 220' 4MIL CROSS-LAM IWC POLYWRAP FOR 10"-14" PIPE	3	3	0	EA	278.78	EA	836.34
WTCW10BHS1030CH 10 GAUGE SOLID HS CCS 500' R WIRE 30 MIL COPPERHEAD, BLUE	1	1	0	EA	95.00	EA	95.00
WTND3W 3" NON-DET WARNING TAPE BLUE 1000' ROLL "WATER LINE"	1	1	0	EA	26.46	EA	26.46

06/01/15-INVOICES WILL NO LONGER BE MAILED.  
 PROVIDE PAYABLES EMAIL ADDRESS TO



IN

IY022484

Customer Copy

Continued on next page ...







814941

RIETH-RILEY CONSTRUCTION CO., INC. NO  
DRIVER'S TRUCK REPORT - ASSISTANT OPERATIONS

Truck No. 2 <sup>Approved</sup> BIBBS Date 10-13-85  
Starting Time 7:30 A Leach \_\_\_\_\_ Quoting Time 1:00 P Total Hours 5.5

Line #	Job	Cost	Job Location	Type Material	Amount (Yards)	Rate	Volume (Yards)	Rate	Amount (\$)
1	Bell-920	71506379	metal armor TR	Common					
2				Dr					
3				St. 53					
4	B200928								
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									

GOES W/ 1A  
0996352

DOWNS TIME \_\_\_\_\_ MATERIAL RETURNED TO PLANT \_\_\_\_\_ HOW MANY TONS \_\_\_\_\_  
COMMENTS OR REASONS FOR DELAYS \_\_\_\_\_

Batch #	102380	Approved	CHHA
Vendor #		Terms	
HOURS	5.5	RATE	125 <sup>50</sup>
FOR OFFICE USE ONLY		AMOUNT	690 <sup>25</sup>

DRIVER'S SIGNATURE [Signature]  
FOREMAN'S SIGNATURE [Signature]

APPROVED  
By Terry Grechak at 10:54 pm, Jun 26, 2023

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

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and Officeworks Services LLC, (the "Vendor"), as City Contract dated April 21, 2021 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

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

Officeworks Services, LLC

By:

By:

\_\_\_\_\_  
James Brainard, Presiding Officer  
Date: \_\_\_\_\_

\_\_\_\_\_  
*Bill Wissel*  
Authorized Signature

\_\_\_\_\_  
Mary Ann Burke, Member  
Date: \_\_\_\_\_

\_\_\_\_\_  
Bill Wissel  
Printed Name

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

\_\_\_\_\_  
Controller  
Title

ATTEST:

FID/TIN: 71-0914602

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

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

Date: 01/25/23



**Account Executive:**  
 Logan Cooper  
 lcooper@officeworks.net  
 Phone: 317-610-6776

**Bill To:**

Client Contact : Laurie Slick  
 City of Carmel - Engineering  
 1 Civic Square  
 Carmel IN 46032  
 Contact Phone :  
 lslick@carmel.in.gov

**Installation Address:**

Installation Contact : Laurie Slick  
 City of Carmel - Engineering  
 1 Civic Square  
 Carmel IN 46032  
 Contact Phone :  
 lslick@carmel.in.gov

**Prepared By: LC**

**Proposal Number:**

**City of Carmel - Engineering**

Page 1 of 2

Qty	Part Number	Part Description	Sell	Ext Sell
1	LK11H.20BF HMI	@Bar Pull Mobile Pedestal,high-pressure lam w/ thermo edge,20" d,BF	\$480.85	\$480.85
	Slides SB	+full-extension ball-bearing		
	Paint/Steel Type SS	+smooth paint on smooth steel		
	Surface Finish MS	+metallic silver		
	Front Finish LBV	@warm grey teak		
	Lock KA	+keyed alike		
	Pull Finish MS	+metallic silver		
	Drawer Interior SM	+pencil tray in box drawer, 2 file converters in file drawer		
	Handle HI	+hand grip only		
2	Y5010. HMI	+Drw,Pencil 21W 16D	\$37.44	\$37.44
	Surface Finish SG	+slate grey		
			<b>Subtotal:</b>	<b>\$518.29</b>

Qty	Part Number	Part Description	Sell	Ext Sell
		Tax Exempt	\$0.00	\$0.00
	OW	Drop Ship	\$0.00	\$0.00
			<b>Total:</b>	<b>\$518.29</b>

Client Signature:  Date: 1-23-23

Please check box if you would like to be billed electronically.

Please refer to our Terms and Conditions of Purchase with Signature.  
Pricing valid for 30 days upon receipt of quote.

Note: There will be a 2.5% fee added to pay by Visa, Master Card, or Discover. We will no longer accept American Express.

OfficeWorks would like to thank you for your consideration of this proposal  
and we look forward to helping you create your great place to work!

~Your OfficeWorks Team



# City of Carmel

ONE CIVIC SQUARE

CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

**108458**

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO	VENDOR NO	DESCRIPTION
1/23/2023			375341	Additional pieces for JMK office

**OFFICE WORKS** **City Engineering's Office**  
**VENDOR 12000 EXIT FIVE PARKWAY** *SHIP TO* **1 Civic Square**  
**FISHERS, IN 46037 -** **Carmel, IN 46032-**  
**Laurie Slick**

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
73589				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: **2200** Fund: **2200** Motor Vehicle Highway

Account: **44-630.00**

1 Each	Additional pieces for JMK office	\$518.29	\$518.29
		Sub Total	\$518.29



Send Invoice To:  
**City Engineering's Office**  
**Laurie Slick**  
**1 Civic Square**  
**Carmel, IN 46032-**

**PLEASE INVOICE IN DUPLICATE**

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				<b>\$518.29</b>

**PAYMENT**

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

**SHIPPING INSTRUCTIONS**

- \*SHIP PREPAID
- \*C.O.D. SHIPMENT CANNOT BE ACCEPTED
- \*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL
- \*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 39, ACTS 1945 AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO

ORDERED BY

Jeremy Kashman

TITLE

Director

CONTROLLER

CONTROL NO. **108458**

**RESOLUTION NO. BPW 02-01-23-01**

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

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

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

**WHEREAS**, pursuant to his authority under Indiana law, the City’s mayor, the Honorable James C. Brainard, has caused to be signed the Agreement attached hereto (the “Contract”); and

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

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

1. The foregoing Recitals are incorporated herein by this reference.
2. The receipt of the Contract is hereby acknowledged.
3. The Contract shall be promptly filed in the office of the Clerk and thereafter made available to the public for review.

SO RESOLVED this 1st day of February, 2023.

CITY OF CARMEL, INDIANA

By and through its Board of Public Works and Safety

BY:

\_\_\_\_\_  
James Brainard, Presiding Officer  
Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member  
Date: \_\_\_\_\_

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

ATTEST:

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

## PERFORMANCE AGREEMENT

APPROVED  
BY BOARD OF PUBLIC WORKS AND SAFETY

**This Performance Agreement** (the "Agreement"), which shall be effective as of the date it is last signed by a party hereto (the "Effective Date"), is now entered into by and between the City of Carmel, Indiana, by and through its Board of Public Works and Safety (the "City"), and World Class Ice Sculpture, an individual or entity authorized to do business in the State of Indiana (the "Performer").

**1. Performance.** The Performer shall provide the live entertainment that is described in Exhibit A, which is attached hereto and incorporated herein by this reference.

**2. Payment.** Pursuant to the payment term set forth in Exhibit A, the City shall pay to the Performer the sum of \$1,600.00 (the "Payment"), which shall constitute all monies due and owing to the Performer from the City for or related to the Performance.

**3. Non-Performance.** If the Performance is cancelled by the City, then the City shall pay to the Performer the full amount of the Payment sum as specified in Paragraph 2 hereinabove. If the Performance is not provided by the Performer as specified in Paragraph 1 hereinabove, the Performer shall pay to the City one-half of the Payment sum as specified in Paragraph 2 hereinabove.

**4. Sales.** Neither the City nor the Performer shall sell tickets or charge admission to the Performance. On the Performance Date, the Performer may, in conformance with the laws, rules, and regulations of the Venue, sell the Performer's merchandise at the Performance location, and the Performer shall retain all proceeds therefrom without contribution to the City.

**5. Relationship.** The Performer is not, and shall not be considered for any purpose to be, the employee of the City. The Performer hereby agrees to indemnify and hold harmless the City, and the City's officers, officials, employees, agents, and attorneys, from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that result from any claim for wages, benefits, or otherwise by any agent, employee, or contractor of the Performer or from any actions of the Performer and/or the Performer's agents, employees, or contractors at or regarding the Performance.

**6. License.** The Performer hereby grants to the City a license (the "License") to photograph, video record, or otherwise depict, in, on, or through any medium (whether print, digital, or other media format), the Performer and the Performance, for use by the City in advertising or marketing the City, the Venue, the Carmel Arts and Design District, and/or and City-sponsored or City-related events. The License shall survive the termination of this Agreement.

**7. Indemnity.** The Performer hereby agrees to indemnify and hold harmless the City and the City's officers, officials, employees, agents, and attorneys from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that result from the Performance or the breach of this Agreement by Performer.

**8. Assignment.** The Performer shall not assign this Agreement or any of its obligations hereunder.

**9. Copyright Permission.** The Performer hereby agrees to obtain all necessary permissions from BMI, ASCAP, SESAC, or directly from the copyright holder(s) of all songs or other works that is not in the public domain and that will be part of the Performance, and hereby agrees to indemnify and hold harmless the City, and the City's officers, officials, employees, agents, and attorneys, from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that result from the Performer's failure to obtain such permissions.

**10. Compliance with Law; Lawful Orders.** The Performer agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes applicable to the Performer's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. The Performer agrees to indemnify and hold harmless the City from any loss, damage and/or liability resulting from any such violation of such laws, orders, rules, regulations and codes. The Performer further agrees to comply with all lawful orders of the City with regards to or related to the Performance.

**11. Nondiscrimination.** The Performer represents and warrants that it and all of its officers, employees, agents and contractors shall comply with all laws of the United States, the State of Indiana and the City prohibiting discrimination against any employee, applicant for employment, or other person in the performance of the Performer's obligations under this Agreement with respect to their hire, tenure, terms, conditions and privileges of employment and any other matter related to their employment or subcontracting, because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status and/or Vietnam era veteran status.

**12. Iran Certification.** Pursuant to I.C. § 5-22-16.5, the Performer hereby certifies that it does not engage in investment activities within the Country of Iran.

13. **E-Verify.** Pursuant to I.C. § 22-5-1.7, et seq., as the same may be amended from time to time, and as is incorporated herein by this reference, the Performer hereby certifies that, to the extent the Performer has any employees, the Performer has enrolled and is participating in the E-verify program and does not knowingly employ any unauthorized aliens. Should the Performer violate Indiana's E-Verify law, the City may terminate this Agreement in accordance with therewith.

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


15. **Miscellaneous.** The indemnities set forth in this Agreement shall survive the termination of this Agreement. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the other terms and conditions, and this Agreement shall be construed in all respects as if such invalid or unenforceable term or condition had not been contained herein. This Agreement constitutes the entire agreement between the Performer and the City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. This Agreement may only be modified by written amendment executed by both parties hereto. The parties represent and warrant that they are authorized to enter into this Agreement and that the persons executing this Agreement have the authority to bind the party which they represent. The parties warrant that they have read this Agreement and understand it, have had the opportunity to obtain legal advice and the assistance of counsel throughout the negotiation of this Agreement, and enter into the same freely, voluntarily, and without any duress, undue influence or coercion.

16. **Force Majeure.** Neither Party shall be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, or fire. If performance of the Agreement, including the performance of the Carmel Festival of Ice, becomes impossible due to a Force Majeure event, the City may terminate the Agreement without any liability for damages to Vendor.

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

THE CITY OF CARMEL, INDIANA,  
by and through its Board of Public Works  
and Safety ("City")

By:



James Brainard, Presiding Officer  
Date: 1/18/2023

Mary Ann Burke, Member  
Date: \_\_\_\_\_

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

ATTEST:

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

World Class Ice Sculpture

("Performer")

By:



Authorized Signature

DAN REHOLZ

Printed Name

owner - ARTIST

Title

FID/TIN: 30-0023988

Last Four of SSN if Sole Proprietor: XXXXXXXXXX

Date: 1-5-23

## **Festival of Ice at Center Green SCOPE OF SERVICES**

**What:** The Festival of Ice at Carter Green - Ice Carving Exhibition

**Where:** Carmel Arts & Design District and The Ice at Carter Green, 10 Carter Green, Carmel, IN

**When:** Friday, January 20, 2023 (4 - 7 p.m.), Saturday, January 21, 2023 (10 a.m. - 5 p.m.) and Sunday, January 22, 2023 (10 a.m. - 2 p.m.)

### **THE FESTIVAL OF ICE WILL PROVIDE THE FOLLOWING:**

#### Friday, January 20 – Carmel Arts & Design District Ice Displays on Main Street 4 - 7 p.m.

- 1- 10 x 10 tent
- 1 - 20 amp independent circuit for power
- 3 blocks of ice provided on pedestal by Seasons Catering
- Stanchions set up
- Color gels
- Bucket of water – City provides
- Bucket of Salt – City provides
- Carvers will clear their own debris

#### Saturday, January 21 – Ice at Carter Green Ice Displays 10 a.m. - 5 p.m.

- 1- 10 x 10 tent with 2 side panels.
- 1- 6ft table for tools
- 1 - 20 amp independent circuit for power
- 4 blocks of ice on pedestal provided by Seasons Catering
- Color gels
- Bucket of water – City provides
- Bucket of salt – City provides
- Stanchions set up
- An area will be set up for ice debris and cleared as needed by ice assistants
- Sound and DJ music

#### Sunday, January 22 – Freestyle Carving Demonstration at Carter Green 10 a.m. - 2 p.m.

- Stage with tables
- Bucket of water – City provides
- Bucket of salt – City provides
- Stanchions set up
- 1 - 20 amp independent circuit for power
- An area will be set up for ice debris and cleared as needed by ice assistants
- Sound and DJ music
- Blocks of ice on pedestal provided by Seasons Catering

## **EVENT DESCRIPTIONS**

### Friday, January 20 – Freestyle Carving Demonstration in the Carmel Arts & Design District on Main Street 4 - 7 p.m.

- Stations will be available for Carver to set up tools beginning at 2 p.m.
- Carvers may work on their ice as early as 2:30 p.m., but must begin no later than 4 p.m.
- Sculptures must be complete by 7 p.m.
- Performer MUST let Meg Osborne know in advance if she/he wants to be placed in proximity to another carver. Last minute changes cannot be accommodated.

### Saturday, January 21 – Ice at Carter Green Ice Displays 10 a.m. - 5 p.m.

- Winners will be determined by audience ballots open until 4:00 p.m.
- Award checks will be mailed to winners
- Carvers may work with ice as early as 9 a.m., but must begin work no later than 10 a.m.
- Stations will be available for Ice Carver to set up tools beginning at 8 a.m.

### Sunday, January 22 – Freestyle Carving Demonstration at Carter Green 10 a.m. - 2 p.m.

- Four blocks of ice will be provided on a pedestal with gel color
- Stage will be ready for carver as early as 9 a.m.
- Sculptures must be complete by noon
- Award checks will be mailed to winners

75 blocks of ice will be delivered

## **ACCOMMODATIONS AND PAYMENT**

- Hotel accommodations for Carvers will be provided at Renaissance Hotel with one food voucher. Carver will be allotted one guest room. Additional restaurant vouchers may be purchased by Carver upon check-in.
- Carver will receive a check in the amount of \$1,600.00 at the completion of all exhibitions.
- A meal will be provided for Carver at 8:00 p.m. immediately following completion of Friday's ice display exhibition. Location to be determined.

# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

**108367**

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
1/2/2023			376958	ICE CARVING SERVICES FOR FESTIVAL OF ICE
<b>WORLD CLASS ICE SCULPTURE</b> VENDOR 1235 CAPITOL DRIVE UNIT D ADDISON, IL 60101 -		<b>COMMUNITY RELATIONS</b> SHIP TO 1 CIVIC SQ Carmel, IN 46032-		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
72842				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1203 Fund: 101 General Fund

Account: 43-590.03

1 Each

ICE CARVING SERVICES FOR FESTIVAL OF ICE

\$1,600.00

\$1,600.00

Sub Total

\$1,600.00



Send Invoice To:

**COMMUNITY RELATIONS**

1 Civic Square

Carmel, IN 46032-

## PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				<b>\$1,600.00</b>

### SHIPPING INSTRUCTIONS

\*SHIP PREPAID.

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

\*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL

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

### PAYMENT

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

*Nancy S Heck*

ORDERED BY

Nancy Heck

TITLE

Director

CONTROL NO. **108367**

CONTROLLER

**RESOLUTION NO. BPW 02-01-23-04**

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

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

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

**WHEREAS**, pursuant to his authority under Indiana law, the City’s mayor, the Honorable James C. Brainard, has caused to be signed the Agreement attached hereto (the “Contract”); and

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

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

1. The foregoing Recitals are incorporated herein by this reference.
2. The receipt of the Contract is hereby acknowledged.
3. The Contract shall be promptly filed in the office of the Clerk and thereafter made available to the public for review.

SO RESOLVED this 1st day of February, 2023.

CITY OF CARMEL, INDIANA

By and through its Board of Public Works and Safety

BY:

\_\_\_\_\_  
James Brainard, Presiding Officer  
Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member  
Date: \_\_\_\_\_

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

ATTEST:

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



Insight Public Sector, Inc.  
Information Systems Department - 2023  
Appropriation #1115 101 43-556.00 Fund; P.O. #s108068, 108427  
Contract Not To Exceed \$474,103.14

APPROVED  
By Sergey Gnechukhin at 2:16 pm, Jan 16, 2023

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

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and Insight Public Sector, Inc. (the "Vendor"), as City Contract dated October 7, 2020 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

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

Insight Public Sector, Inc.

By:

By:

*James Brainard*  
James Brainard, Presiding Officer  
Date: 1-23-2023

*Lisanne Steinheiser*  
Authorized Signature

Mary Ann Burke, Member  
Date: \_\_\_\_\_

Lisanne Steinheiser  
Printed Name

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

Global Compliance Officer  
Title

ATTEST:

FID/TIN: 36-3949000

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

Date: 1/17/2023



Exhibit A

City of Carmel, Indiana

**BUDGETARY QUOTE - RENEWAL**

**Quotation:** 0123-City of Carmel, IndianaV10-MSEA-NVR  
**Date:** January 12, 2023  
**Enrollment:** Budgetary Quote - Renewal  
**Contract:**

**On-Prem:**

Part Number	Item Name	Level	Purchase Period	Pool	Product Type	Quantity	Unit Price	Extended Price
<b>Additional Products</b>								
7NQ-00302	SQL Server Standard Core ALng LSA 2L	D	Added at Signing	Servers	License/Software Assurance Pack	12	\$ 1,530.74	\$ 18,368.88
7NQ-00292	SQL Server Standard Core ALng SA 2L	D	Added at Signing	Servers	Software Assurance	12	\$ 656.07	\$ 7,872.84
9EA-00039	Win Server DC Core ALng LSA 2L	D	Added at Signing	Servers	License/Software Assurance Pack	144	\$ 298.82	\$ 43,030.08
9EM-00270	Win Server Standard Core ALng SA 2L	D	Added at Signing	Servers	Software Assurance	36	\$ 19.65	\$ 707.40

**Monthly Subs: 12 Months**

Part Number	Item Name	Level	Purchase Period	Pool	Product Type	Quantity	Term Price	Extended Price
<b>Enterprise Products</b>								
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	915	\$382.79	\$ 350,252.85
AAL-45735	M365 G5 GCC Sub Per User	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	10	\$619.98	\$ 6,199.80
<b>Additional Products</b>								
MQN-00002	Azure Active Directory Premium P2 GCC SU AADP P1 Per User	D	Non-Specific	Servers	Step Up	10	\$27.69	\$ 276.90
AAA-35418	Azure Monetary Commitment Provision	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	1	\$0.00	\$ -
CFG-00002	Azure Information Protection Prem P2 GCC SU Azure Info Protect Prem P1	D	Non-Specific	Servers	Step Up	10	\$27.69	\$ 276.90
7KB-00001	Defender Endpoint GCC Sub Per User	D	Non-Specific	Systems	Monthly Subscriptions-VolumeLicense	30	\$54.63	\$ 1,638.90
3GU-00001	Defender O365 P1 GCC Sub Per User	D	Non-Specific	Applications	Monthly Subscriptions-VolumeLicense	905	\$18.54	\$ 16,778.70
GLN-00001	Defender O365 P2 GCC Sub Per User	D	Non-Specific	Applications	Monthly Subscriptions-VolumeLicense	10	\$46.23	\$ 462.30
SEL-00001	Power Apps Plan GCC Sub Per User	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	19	\$217.54	\$ 4,133.26
SFR-00001	Power Automate GCC Sub Per User	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	16	\$163.15	\$ 2,610.40
DDJ-00001	Power BI Pro GCC Sub Per User	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	58	\$92.33	\$ 5,355.14
7MS-00001	Project P3 GCC Sub Per User	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	2	\$277.36	\$ 554.72
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	915	\$0.00	\$ -
LM9-00002	Teams Domestic Calling Plan GCC Sub 240 Min Per User	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	20	\$87.01	\$ 1,740.20
UK9-00003	Teams Phone Standard GCC Sub Per User	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	12	\$73.91	\$ 886.92
VA1-00001	Teams Rooms Pro GCC Sub Per Device	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	25	\$435.07	\$ 10,876.75
P3U-00001	Visio P2 GCC Sub Per User	D	Non-Specific	Applications	Monthly Subscriptions-VolumeLicense	15	\$138.68	\$ 2,080.20

<b>1 Year Quote SubTotal:</b>	\$	474,103.14
<b>3 Year Quote GrandTotal:</b>	\$	1,422,309.42

# City of Carmel

ONE CIVIC SQUARE

CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

**108068**

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
12/2/2022			372300	Subscription Software - OMNIA pricing # 4400006644

**INSIGHT PUBLIC SECTOR, INC.** **ICS**  
**VENDOR PO BOX 731072** **SHIP TO 31 1st Avenue N.W.**  
**DALLAS, TX 75373--1072** **Carmel, IN 46032-**  
**Timothy Renick (317) 571-2576**

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
72010				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1115 Fund: 101 General Fund

Account: 43-556.00

1 Each	Microsoft EA licensing	\$82,000.00	\$82,000.00
		Sub Total	\$82,000.00



Send Invoice To:

**ICS**  
**Timothy Renick**  
**31 1st Avenue N.W.**  
**Carmel, IN 46032-**  
**(317) 571-2576**

**PLEASE INVOICE IN DUPLICATE**

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				<b>\$82,000.00</b>

**SHIPPING INSTRUCTIONS**

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

**PAYMENT**

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

*Timothy Renick*

*James Crider*

ORDERED BY

Timothy Renick  
Director

James Crider  
Director of Administration

TITLE

CONTROLLER

CONTROL NO. **108068**

# City of Carmel

ONE CIVIC SQUARE

CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

**108427**

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
1/12/2023			372300	Microsoft EA subscription renewal

**INSIGHT PUBLIC SECTOR, INC.** **ICS**  
**VENDOR PO BOX 731072** **SHIP TO 31 1st Avenue N.W.**  
**DALLAS, TX 75373--1072** **Carmel, IN 46032-**  
**Timothy Renick (317) 571-2576**

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
73348				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1115 Fund: 101 General Fund

Account: 43-556.00

1 Each	Microsoft EA subscription renewal	\$392,103.14	\$392,103.14
		Sub Total	\$392,103.14



Quotation: 0123--City of Carmel, Indiana V9-MSEA-NVR PO # 108068 also used for payment

**PLEASE INVOICE IN DUPLICATE**

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				<b>\$392,103.14</b>

**SHIPPING INSTRUCTIONS**

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

**PAYMENT**

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*Timothy Renick*

*James Crider*

ORDERED BY

Timothy Renick  
Director

James Crider  
Director of Administration

TITLE

CONTROLLER

CONTROL NO. **108427**

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

APPROVED  
By Sergey Grechukhin at 12:46 pm, Jun 25, 2023

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

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

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

TMT, Inc.

By:

By:

James Brainard, Presiding Officer

Authorized Signature

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

Printed Name

Mary Ann Burke, Member

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

Title

Lori S. Watson, Member

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

FID/TIN: 35-2082986

ATTEST:

Date: 1/25/2023

Sue Wolfgang, Clerk

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



Exhibit A

# City of Carmel

DEPARTMENT OF COMMUNITY SERVICES

**QUOTE FOR TREE PLANTING AND OTHER LANDSCAPING SERVICES CONTRACT NOT TO EXCEED \$100,000.00**

Quotes are due January 18, 2023, at 9:00 am. Please submit to:

Department of Community Services  
ATTN: Daren Mindham  
1 Civic Sq  
Carmel, IN 46032

## I. SCOPE OF SERVICES

The quote is for tree planting and landscaping services. The Contractor will furnish all labor, materials (unless notified), equipment and services necessary to plant trees and clean-up of debris.

## II. CITY OF CARMEL REPRESENTATIVE

All questions related to this quote shall be addressed to:

Daren Mindham  
Urban Forester  
1 Civic Square  
Carmel, IN 46032  
Phone: 317-571-2283  
Email: [dmindham@carmel.in.gov](mailto:dmindham@carmel.in.gov)

## III. WORK REQUIREMENTS

### Applicable Standards:

- American National Standards Institute (ANSI A300) and (ANSI Z133.1) current editions.

### Work Requirements:

- Contractor shall possess any city right-of-way permits and call for any underground utility locates. Contractor must apply for right-of-way permits at the Engineering Department at Carmel City Hall, when required.
- Traffic control is the sole responsibility of Contractor and shall be coordinated in advance with the proper department(s) of the city. The blocking of public streets shall not be permitted unless prior approvals have been made with the appropriate city departments and the Carmel Representative has been notified. Traffic control shall be accomplished in conformance with state, county and local highway construction codes and all other applicable laws. A traffic maintenance plan is required by the Carmel Engineering Department for the blocking of any lane. The handbook to use unless, otherwise directed, will be the CONCISE HANDBOOK FOR TEMPORARY TRAFFIC CONTROL - Construction, Maintenance, and Utility Operations, 2016, SP-3.

TMT



# City of Carmel

DEPARTMENT OF COMMUNITY SERVICES

- The staging of vehicles or other equipment on any public sidewalk or path is prohibited.
- All needed material, equipment, flagging and safety devices shall be supplied by the Contractor.
- The Contractor shall provide temporary and long-term storage of up to 500 ball and burlap trees: including proper storage of trees during the winter.
- The Contractor shall provide sufficient watering of up to 500 ball and burlap trees throughout the entire contract.
- The Contractor shall provide a storage facility within five miles of the city of Carmel limits for access by Carmel Representative to inspect, pick-up and drop-off trees and planting supplies.
- The ability to coordinate, deliver and plant up to 500 trees (per spring and fall season) in accordance with the Carmel Tree Planting Details. (attached)
- The ability to begin installation of planting projects within five working days of submitted planting maps and designs.
- The Contractor shall have a contact person that will be available on weekends for annual city planting projects. This includes, but is not limited to, the Arbor Day celebration (spring) and the neighborhood project (fall).
- Guying, staking, and wrapping specifications shall be subject to Carmel Representative approval.
- All tree debris, excess soil and mulch, metal baskets, wrapping material or other debris resulting from any tree work shall be promptly cleaned up and removed from site. The work area shall be always kept safe and neat until the cleanup operation is completed. Under no circumstance shall the accumulation of soil, branches, or other debris be allowed overnight upon a public or private property in such a manner as to result in a hazard. *This cost shall be included in the individual pricing under 'Layout of Quote'.*
- A meeting shall occur between the Carmel Representative and the Contractor, including personnel supervising work to be completed, before any mulch work has been initiated. This meeting is meant to determine that the mulch work to be completed is to the standards of the contract.



# City of Carmel

DEPARTMENT OF COMMUNITY SERVICES

#### IV. LAYOUT OF QUOTE (to the nearest dollar) Other landscaping tasks may be requested and quoted per project.

##### Planting including clean-up:

Trees (provided by City) are to be planted according to the Carmel Tree Planting Detail, but not limited to these caliper sizes. Most of the trees will be ball and burlap; however, some trees may be containerized.

##### Price per tree

1.50" \$ 70.00    2.00" \$ 80.00    2.50" \$ 90.00    6' evergreen \$ 95.00

##### Mulching:

All root balls shall be covered with 2-3" layer of hardwood mulch with a minimum 5' diameter ring. Mulch shall be non-palletized, non-dyed, minimum grade 'AA' premium hardwood bark mulch or mini pine bark nugget mulch. Mulch shall be provided by the Contractor. A sample of mulch to be used will be presented to the Carmel Representative for approval prior to application.

Price per cubic yard installed (normally 5' tree rings applied at 2-3" depth)    \$ 85.00

##### Staking:

Staking shall use either a two or three-point support system. Any staking mechanism should be flexible enough to allow the stem and root system to develop strength. Attach the tree to either wood or metal vertical stakes (2" X 2" X 6') using wide plastic or nylon straps. When guy wire/ropes are used, it shall be placed through hose material around each tree then twisted to secure the tree in a relatively stable position. The strap or wire/rope shall be secured to each stake at an approximately right angle. Stakes must not be driven through the root ball. Other methods are subject to Carmel Representative approval.

Price per tree    \$ 35.00

##### Storage and watering of trees:

Provide storage, heating in, and watering of up to 500 ball and burlap trees throughout all seasons.

Price per 100 trees per month    \$ 800.00

##### Delivery of trees:

Provide delivery of trees to planting locations within the City of Carmel.

Price per 100 trees    \$ 250.00

Company Name: TMT, Inc.    Signature: [Signature]    Date: 1/13/2023



# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

**108448**

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
1/20/2023			00352696	Tree purchase for 2023

<b>T M T INC</b>	<b>Dept of Community Service</b>
<b>VENDOR 1719 W 161ST ST</b>	<b>SHIP TO 1 Civic Square</b>
<b>WESTFIELD, IN 46074 -</b>	<b>Carmel, IN 46032-</b>

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
73559				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1192 Fund: 101 General Fund

Account: 44-624.00

1 Each

Trees

**\$100,000.00**      **\$100,000.00**  
Sub Total      **\$100,000.00**



Send Invoice To:

**Dept of Community Service**

**1 Civic Square  
Carmel, IN 46032-**

**PLEASE INVOICE IN DUPLICATE**

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				<b>\$100,000.00</b>

**SHIPPING INSTRUCTIONS**

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

**PAYMENT**

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

ORDERED BY

Mike Hollibaugh  
Director

TITLE

CONTROLLER

James Crider  
Director of Administration

CONTROL NO. **108448**

**Software as a Service (SaaS) License Agreement****APPROVED**  
By Steps/Executive/Fin at 5:45 on Jan 23, 2023**EXHIBIT A****Statement of Work No. 2****Service and Fees**

This Statement of Work No. 2 ("SOW") is entered as of December 15, 2022 (the "Effective Date") by and between TouchPhrase Development, LLC d/b/a Julota ("Julota") and City of Carmel, Indiana ("Customer"). Except as otherwise specifically provided herein, the terms and conditions of the agreement between Julota and Customer dated December 15, 2021 (the "Agreement") are incorporated herein by reference. Any capitalized term used but not defined in this SOW shall have the meaning first assigned to it in the Agreement.

**A. Term:**

The term of this SOW is set forth in Appendix 1 to this SOW.

**B. License and Deliverables:**

1. **Services:** Julota will license to Customer access to a web-based and mobile integrated software for tracking services provided to Help Seekers on the Platform, which is called "Julota Reach." Customer and its authorized users may access the Services for the purpose of providing long-term Health Seeker contact, tracking, monitoring and care. Customer will, through the administration panel of Julota Reach, create and authorize new authorized users. Julota Reach software will allow Customer and its authorized users to communicate action steps necessary to integrate and coordinate the care of Help Seekers.
2. **Authorized users:** Authorized users may be individuals from Customer's organization or Care Teams and their employees. Customer may authorize an unlimited number of authorized users to access Julota Reach through Customer's license.
3. **Usage and Storage:** The amount of usage of the Hosted Services (not including enrollments) and data storage is unlimited.
4. **Excess Hosted Service Usage Fee:** \$0
5. **Service Levels:** Julota will provide general support for Julota Reach as provided for in the SLA attached as Exhibit "B" to the Agreement.

**C. Fees and Expenses:**

1. Fees and expenses will be as provided in Appendix 1 to this Statement of Work.
2. **Payment:** All payments are due by 30 days from the date on the invoice. Payments should be made via ACH or wire. Please contact us for ACH/wire instructions. If ACH is unavailable, payment via check made payable to Julota will be accepted at the following address:

Julota  
Attention: Accounting Department  
102 S. Tejon St., Suite 1100  
Colorado Springs, CO 80903

Contact: [billing@julota.com](mailto:billing@julota.com)



Julota may change the payment method provided it does so in writing to Customer. Payments not paid within 30 days of the date on the invoice will be charged at the lower of one and a half percent (1.5%) of the outstanding balance per month (being 18% per annum), or the maximum rate permitted by law, from the date such payment is due until the date paid, whichever is lower. Customer shall also pay all sums expended (including, without limitation, reasonable legal fees) in collecting overdue payments.

**D. Service Changes:**

Julota reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to:

1. maintain or enhance (i) the quality or delivery of the Services for its customers, (ii) the competitive strength of or market for Julota's services, or (iii) the cost efficiency or performance of the Services; or
2. to comply with applicable Law.

Notwithstanding the foregoing, in no event will such Julota initiated changes result in increased cost to Customer during the term of this SOW.

Customer understands that daily and weekly Julota initiated changes may occur without advance notice and such changes are for the purpose of bug fixes and minor improvements.

During the term of this SOW, Julota shall provide to Customer at no additional charge the following:

1. any and all changes that it develops with respect to the Services, unless such changes are considered optional to the Customer and bear additional costs to Julota outside of costs for Julota initiated implementation and development;
2. any and all changes required by federal or state governmental, or professional regulatory mandates related to the Customer's use of the Services; and
3. the Documentation associated with any changes.

Without limiting the foregoing, Customer may, at any time during the Term, request in writing changes to the Services. The Parties shall evaluate the requested changes and, if agreed, implement all such requested changes in accordance with a mutually agreed change order. No requested changes will be effective unless and until memorialized in a written change order signed by both Parties.

**E. Subcontractors:**

Julota may from time to time in its discretion engage third parties to perform Services (each, a "Subcontractor")

**F. On-Site Resources:**

Any Julota personnel visiting Customer's facilities shall comply with all applicable Customer policies regarding access to, use of, and conduct within such facilities. Customer will provide copies of such policies to Julota upon request.

**G. Customer Acknowledgments:**

Customer shall be responsible for purchasing, acquiring and installing all hardware associated with the Agreement and this SOW. Customer shall also be responsible for all training. Julota has no responsibility related to any of the hardware, including, but not limited to, in-store hardware (iPads, cables, cases, etc.). Julota may advise Customer regarding proper deployment of Services, but such advice is without warranty and provided "As Is".




**H. Definitions:**

1. "Dataset Migration" is the process of selecting, preparing, extracting, and transforming data from one computer storage system to another."
2. "Monthly Active Client(s)" is a Help Seeker whose name has been added to the Hosted Services, through Customer's subscription to the Services, for a service, encounter or enrollment for a particular month.

Each party hereto has caused this Statement of Work to be executed by its authorized representative as of the Effective Date.

**TouchPhrase Development, LLC d/b/a Julota**

By: DocuSigned by:  
  
81B4389314D34C83

Name: Scott Cravens

Title: CEO

Date: 1/19/2023

**City of Carmel, Indiana ("Customer")**

By and through its Board of Public Works and Safety

BY: \_\_\_\_\_

Name, Title: \_\_\_\_\_

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

\_\_\_\_\_

Name, Title: \_\_\_\_\_

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

\_\_\_\_\_

Name, Title: \_\_\_\_\_

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

ATTEST: \_\_\_\_\_

Name, Title: \_\_\_\_\_

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



### Appendix 1 to the Statement of Work No. 2

This Appendix 1 to the Statement of Work No. 2 ("Appendix"), except as otherwise specifically provided herein, incorporates by reference the terms of the Agreement and the SOW. Any capitalized term used but not defined in this Appendix shall have the meaning first assigned to it in the SOW and, to the extent not defined in the SOW, then the meaning assigned to it in the Agreement.

The terms for Julota will provide the Services according to the following:

1. Term:

The "Term" of the SOW shall be for one (1) year from the Effective Date and ending 11:59:59 p.m. MT on December 14, 2023 (the "Initial Term"), after which date this SOW shall automatically renew for successive 1-year periods, not to exceed four (4) years (each, a "Renewal Term"), or until such time as either party elects not to renew this SOW by providing written notice of non-renewal to the other party at least 60 days prior to the expiration of the Initial Term or the current Renewal Term.

2. Fees (the following fees **do not** include applicable taxes):

**Recurring Annual Fees Schedule (non-refundable):**

	<b>Units:</b>	<b>Unit Price</b>	<b>Price:</b>
Base Platform License			\$ 12,740
Services – up to three workflows each			
LEAD	0	\$ 365	\$ 0
EMS Superutilizer	4	\$ 365	\$ 1,460
Fall Prevention	0	\$ 365	\$ 0
Co-Responder	1	\$ 365	\$ 365
Care Coordination	0	\$ 365	\$ 0
Standard Hub	0	\$ 5,600	\$ 0
EMS / Social Services Hub	4	\$ 3,150	\$ 12,600
Support Hub	1	\$ 3,150	\$ 3,150
1 – Directional Interface (ESO)	4	\$ 1,250	\$ 5,000
2 – Directional Interface	0	\$ 2,500	\$ 0
Collaboration Partner	0	\$ 1,050	\$ 0
Community Resource Organizations	25	\$ 0	\$ 0
Trusted Partner Organizations (Aspire)	1	\$ 105	\$ 105
Monthly Active Clients (annualized)	1440	\$ 5	\$ 7,200
Advanced Interface	0	\$ 9,900	\$ 0
Module—Client Notification	4	\$ 1,250	\$ 5,000
Module—Surveys	4	\$ 950	\$ 3,800
Module—Enrollments	0	\$ 900	\$ 0
Module—Clinical	4	\$ 950	\$ 3,800
Compliant Workflows			
SAMHSA 42 CFR part 2	1	\$ 5,000	\$ 5,000
Criminal Justice Information System (CJIS)	1	\$ 5,000	\$ 5,000
Custom Report Package – up to 20 fields	0	\$ 1,200	\$ 0
Data Extraction	0	\$ 1,200	\$ 0
Embedded Tableau	0	\$ 3,000	\$ 0
Custom Report (up to 20 fields)	0	\$ 1,250	\$ 0
Custom Report (21-40 fields)	0	\$ 3,150	\$ 0
Data Extraction	0	\$ 1,250	\$ 0



<b>SUBTOTAL</b>			<b>\$ 65,220</b>
Essential Account Management Service	4	\$ 5,000	\$ 20,000
<b>SUBTOTAL</b>			<b>\$ 85,220</b>
Proposal Error	1	\$ -20,000	\$ -20,000
Support Hub 2023 Discount	1	\$ - 3,150	\$ - 3,150
Champion Discount	1	\$ - 6,000	\$ - 6,000
Yearly Loyalty Discount	1	\$ - 100	\$ - 100
<b>Hamilton County Total Yearly Fees</b>			<b>\$ 55,970</b>
<b>Yearly fees per one (1) of four (4) hubs</b>			<b>\$ 13,992.50</b>

**Total for City of Carmel, Indiana: \$ 13,992.50**

3. For the completion of the Dataset Migration, Customer is responsible for providing its "data dictionary," which provides the name of the data fields in the old system, the definition of each data field, and the name of the field it is being moved to on Julota's system.
4. If Customer exceeds the estimated number of Monthly Active Clients during a year, it will not be charged for additional Monthly Active Clients, but Julota reserves the right to adjust the fee for Monthly Active Clients in the following year.
5. At the end of the Initial Term and each Renewal Term, Julota may increase the charges set forth in this SOW. Julota agrees to notify Customer in writing at least sixty (60) days prior to any such price increase.
6. Additional services listed above may be purchased at any time by Customer by providing written notice to Julota requesting the additional services. The rates set forth above in the "Recurring Annual Fees Schedule" are valid if ordered during the Term for Non-Recurring Term subscriptions and during the Initial Term for Auto-Renew Term subscriptions. Thereafter, the rates will be at the then current rates set by Julota.
7. The fees in the "Recurring Annual Fees Schedule" are based upon anticipated usage for the first year of the Term and then based on anticipated or actual usage for any additional years following the first year of the Term.

Each party hereto approves of and accepts the terms of this Appendix.

**TouchPhrase Development, LLC d/b/a Julota**

By:   
DocuSigned by:  
51B4389314C3478

Name: Scott Cravens

Title: CEO

Date: 1/19/2023

**City of Carmel, Indiana ("Customer")**

By and through its Board of Public Works and Safety

BY: \_\_\_\_\_

Name, Title: \_\_\_\_\_

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

(Continued on next page)

\_\_\_\_\_

Name, Title: \_\_\_\_\_

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

\_\_\_\_\_

Name, Title: \_\_\_\_\_

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

ATTEST: \_\_\_\_\_

Name, Title: \_\_\_\_\_

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

**Certificate Of Completion**

Envelope Id: 8C5F185A0210425EAAB9B99B2DD05779

Status: Completed

Subject: Urgent - Sign Julota Renewal SOW City of Carmel

Source Envelope:

Document Pages: 6

Signatures: 2

Envelope Originator:

Certificate Pages: 1

Initials: 0

Alison Henry

AutoNav: Enabled

102 S Tejon St, Suite 1100

Envelope Stamping: Enabled

Colorado Springs, CO 80903

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Alison.Henry@Julota.com

IP Address: 73.229.115.126

**Record Tracking**

Status: Original

Holder: Alison Henry

Location: DocuSign

1/18/2023 9:48:29 PM

Alison.Henry@Julota.com

**Signer Events**

Scott A. Cravens

scott.cravens@julota.com

CEO

Julota

Security Level: Email, Account Authentication (None)

**Signature**



Signature Adoption: Uploaded Signature Image

Using IP Address: 45.132.115.72

**Timestamp**

Sent: 1/18/2023 9:50:07 PM

Viewed: 1/19/2023 6:47:23 AM

Signed: 1/19/2023 6:47:40 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent

Hashed/Encrypted

1/18/2023 9:50:07 PM

Certified Delivered

Security Checked

1/19/2023 6:47:23 AM

Signing Complete

Security Checked

1/19/2023 6:47:40 AM

Completed

Security Checked

1/19/2023 6:47:40 AM

**Payment Events**

**Status**

**Timestamps**



# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

**108455**

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
1/23/2023			376556	Fire Portion

**JULOTA**  
**VENDOR 102 S TEJON STREET**  
**SUITE 1100**  
**COLORADO SPRINGS, CO 80903 -**

**Fire Department**  
**SHIP TO 10701 N. College, Ste. A**  
**Carmel, IN 46280-**

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
73579				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
1	Each	Mental Health Software - CFD Portion	\$6,996.25	\$6,996.25
			Sub Total	\$6,996.25

Department: 1120 Fund: 102 Ambulance Capital Fund  
Account: 44-632.02



Send Invoice To:  
**Fire Department**

**2 Civic Square**  
**Carmel, IN 46032-**

**PLEASE INVOICE IN DUPLICATE**

DEPARTMENT | ACCOUNT | PROJECT | PROJECT ACCOUNT | AMOUNT

**PAYMENT**

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

**\$6,996.25**

**SHIPPING INSTRUCTIONS**

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

ORDERED BY

*Denise Snyder*

Denise Snyder  
Accreditation/Budget Administrator

*James Crider*

James Crider  
Director of Administration

TITLE

CONTROLLER

CONTROL NO. **108455**

# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

**108452**

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
1/20/2023			376556	

**JULOTA**  
VENDOR **102 S TEJON STREET**  
**SUITE 1100**  
**COLORADO SPRINGS, CO 80903 -**

**Carmel Police Department**  
**SHIP TO**  
**3 Civic Square**  
**Carmel, IN 46032-**  
**Don Kirch**

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
73569				

Department: 1110 Fund: 101 General Fund  
Account: 43-515.02

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
1	Each	Julota Impact software	\$6,996.25	\$6,996.25
			Sub Total	\$6,996.25



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

**PLEASE INVOICE IN DUPLICATE**

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$6,996.25

**SHIPPING INSTRUCTIONS**

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

**PAYMENT**

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

*Jim Barlow*

*Jim Barlow*

Jim Barlow  
Chief

CONTROL NO. **108452**

ORDERED BY  
TITLE  
CONTROLLER

CITY OF CARMEL, INDIANA

Event was reviewed & approved by the following departments on the dates below. Requestor was still a minor at the time of request. She is now 18 years of age and has re-signed the request form as an adult.

**INFORMATION**

CPD Horner 1-6-23  
CFD Heavner 1-5-23  
CRED Brewer 1-11-23

**SPECIAL EVENT / FACILITY USE REQUEST FORM**

\* Must be at least 18 years of age to complete this form.

**CONTACT INFORMATION:**

Contact Person Marielle Cortelyou

Email

Phone Number:

Cell Number:

Name/Organization: Carmel Pride

Address

Organization Type:

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

Yes

No

Event/Use Purpose: Pride festival with vendors, activities, and performances.

Event Date

6/25/2023

End Date

6/25/2023

Number of People Expected: 3,000

Set-Up Start time 10:00:00 AM

Tear Down End Time 11:00:00 PM

Event Start time:  
01:00:00 PM

Event end time:  
09:00:00 PM

Rehearsal  NA

Rehearsal Date:

Rehearsal  
Start Time:

Rehearsal  
End Time:

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

- YES  
 NO

Description of Event: Provide a brief description of event

The CarmelPride Committee is putting on the third annual Carmel Pride festival this year as a celebratory demonstration that aims to highlight the spirit and passion of the LGBTQIA+ community. We are planning to have booths (similar to the farmers market) for food vendors to serve food, local artists to showcase and sell their work, and organizations to promote their message and collect donations. As for entertainment, we plan to have performances from student bands, singers, and community speakers. In addition to booths and entertainment, we're planning activities like a poetry slam, raffle, fashion show, and open mic.

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

### CITY FACILITY (S) REQUESTED: Mark all that apply



FACILITY (S)

- CARTER GREEN (area between Palladium & theater building)  
 CIVIC SQUARE FOUNTAIN AREA  
 CIVIC SQUARE GAZEBO / LAWN  
 JAPANESE GARDEN  
 MONON & MAIN PLAZA  
 MIDTOWN PLAZA - Events must be free and open to the public.  
 REFLECTING POOL - Please note that Veteran's Plaza is NOT available for use.  
 Other

### SPECIAL REQUESTS: Mark all that apply



REQUESTS:

- ELECTRICITY  
 FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO  
 JAMES BUILDING RESTROOMS (CARTER GREEN) \*Extra fees apply  
 N/A  
 Other The bathrooms located adjacent to the Hotel Carmichael.

### VENDORS: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

- VENDORS PRESENT**
- FOOD SERVED** (May be subject to Hamilton County Health Department inspection.)
- ALCOHOL SERVED** - Please see Section M under "General Terms and Conditions" in the Public Use Policy.
- N/A**

**CITY SERVICES NEEDED: Mark all that apply**



SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES  
NEEDED:

- EMERGENCY MEDICAL SERVICES (EMS)** (Extra fees may apply)
- EXTRA PATROL DURING EVENT** (when available)
- TRAFFIC CONTROL** (Extra fees may apply)
- ONSITE SECURITY** (Assigned off-duty CPD officers, extra fees will apply)
- BARRICADES**
- NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)**
- N/A**
- Other** Trash disposal truck from the street department.

Please note the number of NO PARKING SIGNS needed  
To be determined

**EVENT SET UP: Mark all that apply**



SEE CITY OF CARMEL FACILITY USE POLICY

**Stage**

24x12  
Size of Stage

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

10x10  
Size of Tent (s) (Tents 20 x 20 or larger require inspection by Carmel Fire Department, 317-571-2600)

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

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

**STREET(S) REQUESTED:**



SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood Name/Streets to be closed We would like the loop of Carter Green to be closed for parking s owe can have a back row of booths (this is indicated by the two rows of booths on the map attached as part of the event description).We would like the loop to be closed about a day before the event to ensure there are no cars in the loop of Carter Green. Additionally, we'd like to use the three parking spots on 3rd Ave SW near the Tarkington for vendor loading/unloading and other Carmel Pride needs. If possible we would like to request 3 black bollards at the entry and exit of the belt loop to be put up the night before or morning of the event as well as no parking signs. The bollards would be need to be taken down during setup from 10-12 and tear down from 9-11.  
Include addresses as appropriate

UPLOAD MAP An easy to read, color map of the area is required with submission.  
BCEE7026-EB2F-4035-93A1-4EC746B737DC.jpeg 279.67KB

Type of Closure:  Rolling closure  
 Total closure  
 Lane restrictions - explain below  
 Other - explain below  
 N/A  
Explain lane restrictions needed and other needed below:

Further Info for type of closure The closure of the loop around Carter Green.

## SECURITY DEPOSIT AND FEE:



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

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

## DISCLAIMER:



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









# ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

## ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY PUBLIC USE POLICY

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

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

Carmel Pride  
Name of Organization/Applicant

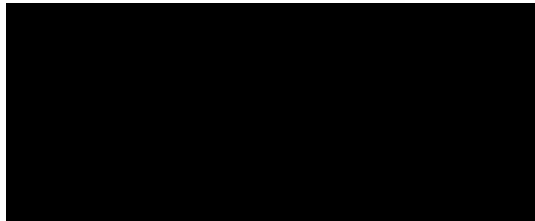
\*



Signature of Authorized Agent/Applicant

Marielle Cortelyou Senior Director of Carmel  
Pride  
Printed Name and Title (If applicable)

\*



1/20/2023  
Date

\*

**I confirm that I am 18 years of age or older.**  
(Required)

Public Use Policy \*

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

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

---

Approved this 1st day of February, 20 23

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

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

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

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

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

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

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

ATTEST:

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

\_\_\_\_\_  
Date

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

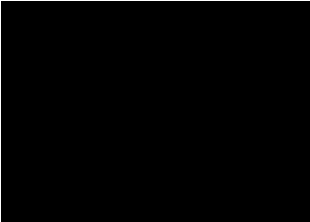
CITY OF CARMEL, INDIANA

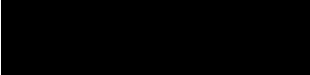
<b>INFORMATION</b>	Use of Main & Monon Plaza approved by Charles Lazzara 1-18-23	Reviewed/Approved via Email CFD Heavner 1-17-23 CPD Horner 1-17-23 CRED Brewer 1-18-23
--------------------	---	---

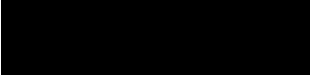
**SPECIAL EVENT / FACILITY USE REQUEST FORM**

**CONTACT INFORMATION:**

Contact Person      Meg Gates Osborne

Email      

Phone Number:      

Cell Number:      

Name/Organization:      City of Carmel

<b>Address</b>	Street Address	
	1 Civic Square	
	Address Line 2	
	City	State / Province / Region
	Carmel	IN
	Postal / Zip Code	Country
	46032	United States

Organization Type:      Non-Profit Organization

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

Event/Use Purpose:      Artomobilia

Event Date	End Date
9/9/2023	9/9/2023

Number of People Expected: 20,000

Set-Up Start time      06:00:00 AM

Tear Down End Time      09:00:00 PM

Event Start time:

11:00:00 AM

Event end time:

06:00:00 AM PM

Rehearsal  NA

Rehearsal Date:

Rehearsal

Start Time:

Rehearsal

End Time:

Fees?

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

YES

NO

Description of Event:

Provide a brief description of event

Artomobilia is a presentation of 500 Main Street and Range Line.  
Attach additional pages if needed-SEE BELOW

2023 Artomobilia Legacy Footprint 01-04-23 a.pdf 916.48KB

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

### CITY FACILITY (S) REQUESTED: Mark all that apply



FACILITY (S)

CARTER GREEN (area between Palladium & theater building)

CIVIC SQUARE FOUNTAIN AREA

CIVIC SQUARE GAZEBO / LAWN

JAPANESE GARDEN

MONON & MAIN PLAZA

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

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

Other

### SPECIAL REQUESTS: Mark all that apply



REQUESTS:

ELECTRICITY

FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO

JAMES BUILDING RESTROOMS (CARTER GREEN) \*Extra fees apply

N/A

Other

### VENDORS: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

VENDORS PRESENT

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

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

N/A

## CITY SERVICES NEEDED: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES  
NEEDED:

- EMERGENCY MEDICAL SERVICES (EMS) (Extra fees may apply)
- EXTRA PATROL DURING EVENT (when available)
- TRAFFIC CONTROL (Extra fees may apply)
- ONSITE SECURITY (Assigned off-duty CPD officers, extra fees will apply)
- BARRICADES
- NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- N/A
- Other

Please note the number of NO PARKING SIGNS needed

300

## EVENT SET UP: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

### • Stage

20 x 40

Size of Stage

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

10 x 10

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

### Bounce House

N/A

Other

Party Time

Name of Merchants(s) doing the setup

3175362022

Phone Number of Merchant(s) doing set up:

## STREETS REQUESTED



SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood: Main Street and Range Line - see map attached  
Name/Street(s) to be closed: Include addresses as appropriate

UPLOAD MAP

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

2023 Artomobilia Legacy Footprint 01-04-23 a.pdf 916.48KB

Type of Closure:

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

Explain lane restrictions needed and other needed below:

Further Info for type of closure

## SECURITY DEPOSIT AND FEE:



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

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

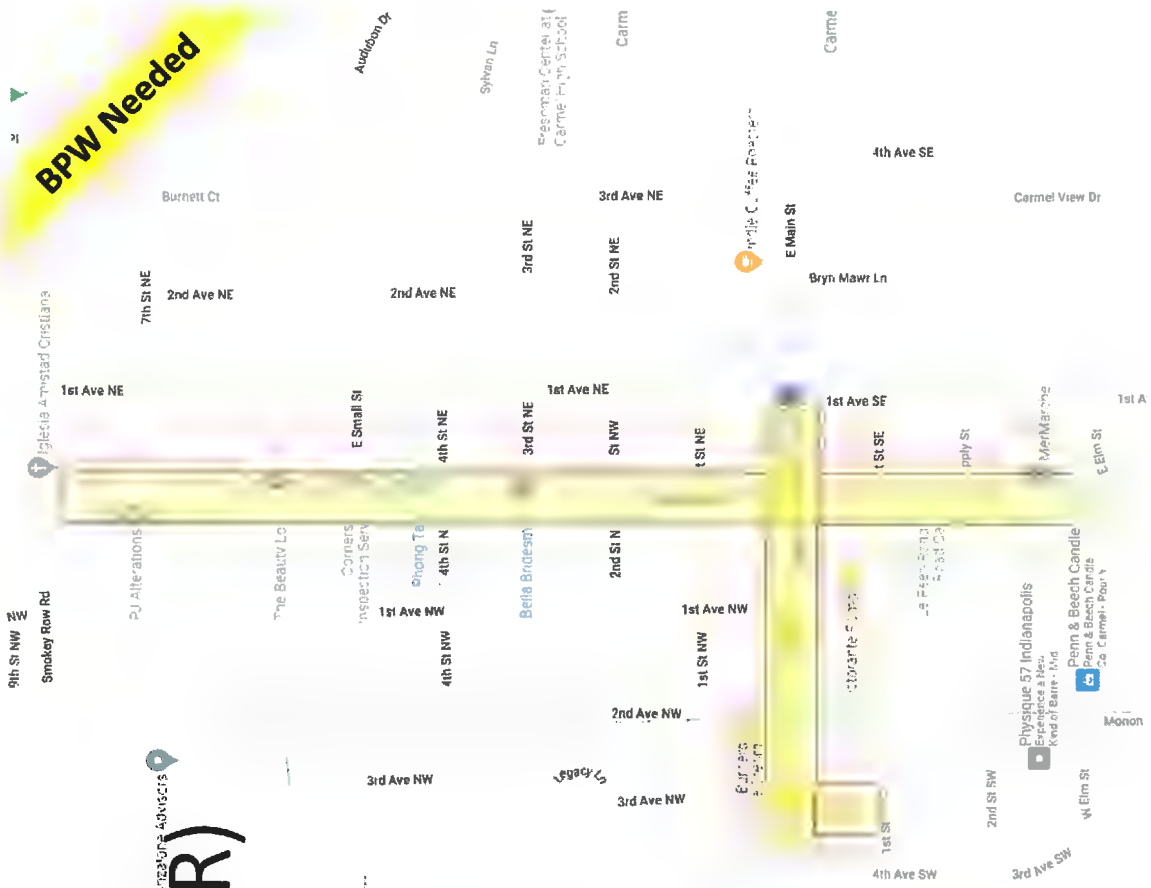
## DISCLAIMER:



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# ARTOMOBILIA (SEPTEMBER)

- @ Arts & Design District
- Saturday, September 9, 2023
- 6am – 6pm
- Road Closure: Arts & Design District
  - Rangeline Road: Smoky Row to Elm Street
  - Main Street: 4th Ave SW to 1st Ave SE
  - 3rd Ave SW: Main St to 1st St SW





# ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

## ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY PUBLIC USE POLICY

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

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

City of Carmel  
Name of Organization/Applicant

\*

*Meg Gates Osborne*

Signature of Authorized Agent/Applicant

Meg Gates Osborne  
Printed Name and Title (If applicable)

\*

\*

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

1/15/2023  
Date

Public Use Policy \*

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

Public Use Policy Acknowledgement and Agreement (Required)

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

---

Approved this 1st day of February, 2023

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

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

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

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

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

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

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

ATTEST:

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

\_\_\_\_\_  
Date

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

CITY OF CARMEL, INDIANA

Reviewed/Approved Via Email

CFD Heavner 1-17-23

CPD Horner 1-17-23

CRED Brewer 1-18-23

INFORMATION

**SPECIAL EVENT / FACILITY USE REQUEST FORM**

CONTACT INFORMATION:

Contact Person      Sondra Schwieterman

Email

Phone Number:

Cell Number:

Name/Organization:      Art of Wine Festival

Address

Organization Type:      Non-Profit Organization

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

**Yes**

**No**

Event/Use Purpose:      Art of Wine - Community wine festival with wine tastings and wine for sale, as well as other food and beverage vendors along with music and entertainment.

Event Date

5/20/2023

End Date

5/20/2023

Number of People Expected: 4,000

Set-Up Start time      08:00:00 AM

Tear Down End Time      01:00:00 AM

Event Start time:

04:00:00 PM

Event end time:

10:00:00 PM

Rehearsal  NA

Rehearsal Date:

Rehearsal  
Start Time:

Rehearsal  
End Time:

Fees?

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

- YES  
 NO

Fees (cont'd)

Purpose of fee

Fee is charged for the wine tasting only, it is free to attend the event.

Description of Event:

Provide a brief description of event

The 14th annual Art of Wine Festival will take place May 20, from 4 pm - 10 pm on the streets of the Arts & Design District.

Wine Tasting Tickets are \$30 each and allow patrons to sample wine from all the wineries present.

\$50 VIP Prime Hour Tickets are also available for an additional hour of tasting wines.

All ages are welcome to attend the Art of Wine event, enjoy the entertainment, take in unique art and visit the District's shops and restaurants.

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

### CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

- CARTER GREEN (area between Palladium & theater building)  
 CIVIC SQUARE FOUNTAIN AREA  
 CIVIC SQUARE GAZEBO / LAWN  
 JAPANESE GARDEN  
 MONON & MAIN PLAZA  
 MIDTOWN PLAZA - Events must be free and open to the public.  
 REFLECTING POOL - Please note that Veteran's Plaza is NOT available for use.  
 Other Arts & Design District - Main Street & Range Line

### SPECIAL REQUESTS: Mark all that apply

REQUESTS:

- ELECTRICITY  
 FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO  
 JAMES BUILDING RESTROOMS (CARTER GREEN) \*Extra fees apply  
 N/A  
 Other Sophia Square Parking Restrooms, cleaned and open

### VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

- VENDORS PRESENT**
- FOOD SERVED** (May be subject to Hamilton County Health Department inspection.)
- ALCOHOL SERVED** - Please see Section M under "General Terms and Conditions" in the Public Use Policy.
- N/A**

CITY SERVICES NEEDED: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES NEEDED:

- EMERGENCY MEDICAL SERVICES (EMS)** (Extra fees may apply)
- EXTRA PATROL DURING EVENT** (when available)
- TRAFFIC CONTROL** (Extra fees may apply)
- ONSITE SECURITY** (Assigned off-duty CPD officers, extra fees will apply)
- BARRICADES**
- NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)**
- N/A**
- Other**

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

**Stage**

City's Mobile Stage  
Size of Stage

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

10 x 10 vendor tents  
Size of Tent (s) (Tents 20 x 20 or larger require inspection by Carmel Fire Department, 317-571-2600)

**Bounce House**

**N/A**

**Other**

Party Time  
Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:



SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood Name/Streets to be closed Main Street: 3rd Ave SW/SE to 1st Ave NE/SE Range Line. 1st St SE/SW to 1st St NE/NW. 2nd Ave NW from Main to 1st NW. We are requesting use of the Monon and Main plaza in front of Anthony's. Any updates made in planning will be provided.  
Include addresses as appropriate

UPLOAD MAP An easy to read, color map of the area is required with submission.  
AOW\_MapHandout\_22i-01.jpg 1.71MB  
2022 AoW Road Closure Map.pdf 323.75KB

Type of Closure:

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

Explain lane restrictions needed and other needed below:

Further Info for type of closure A detailed document will be provided to the Street Department with the Road Closure information.

## SECURITY DEPOSIT AND FEE:

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## DISCLAIMER:

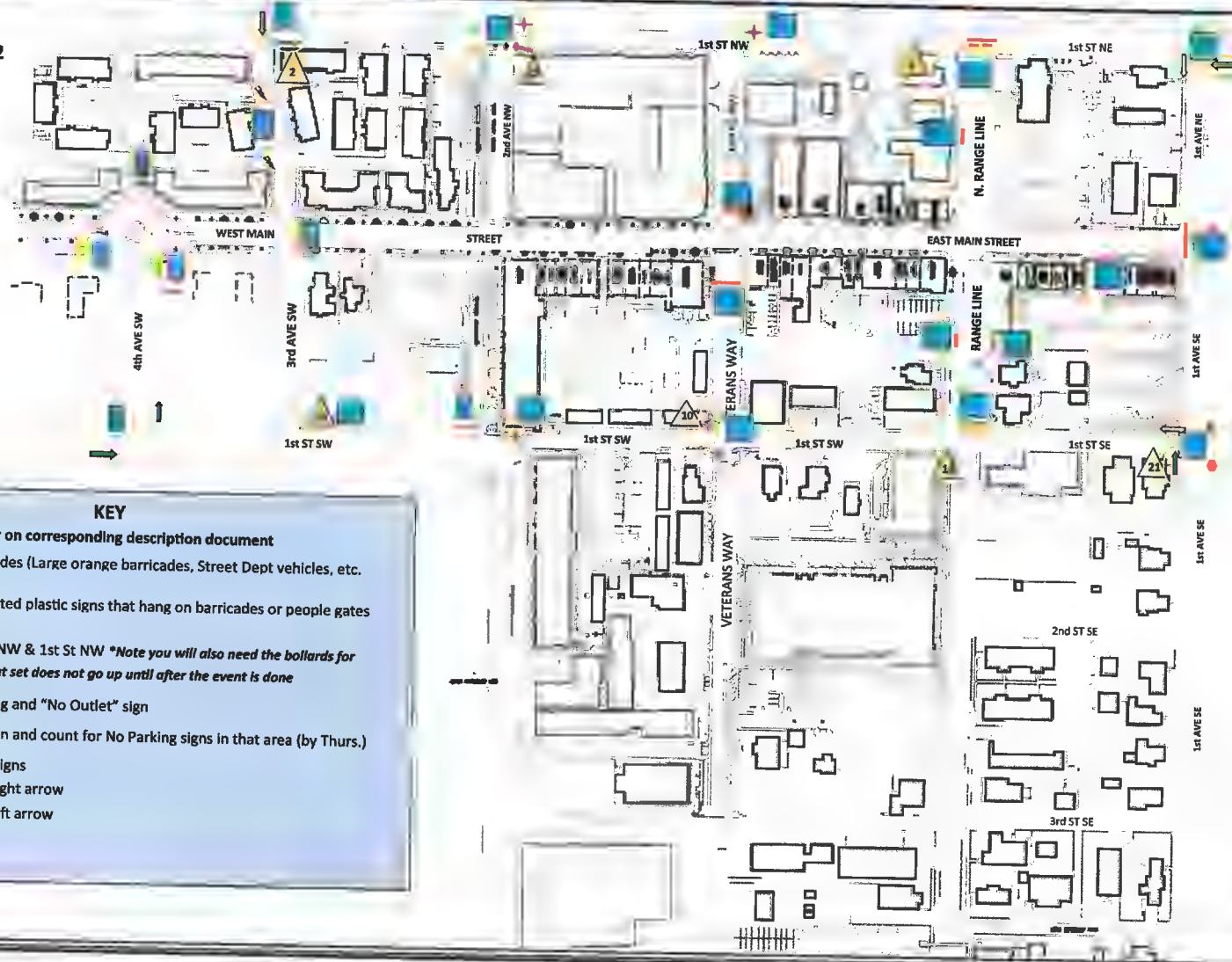
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# ART OF WINE

SATURDAY, May 21, 2022

**ROADS CLOSED**

**BY 9A.M. 5/21**



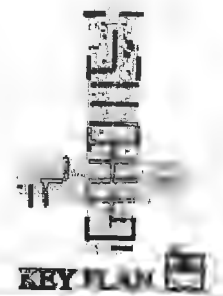
end of 6-11)

### KEY

- = Description number on corresponding description document
- = Road closure barricades (Large orange barricades, Street Dept vehicles, etc.)
- = People gates
- = Large yellow corrugated plastic signs that hang on barricades or people gates
- = Bike racks
- = Bollards for 2nd Ave NW & 1st St NW *\*Note you will also need the bollards for 2nd Ave & Main, but that set does not go up until after the event is done*
- = Barricade with fencing and "No Outlet" sign
- = Cone drop-off location and count for No Parking signs in that area (by Thurs.)
- = Detour Ahead yard signs
- = Metal detour sign—right arrow
- = Metal detour sign—left arrow
- = Added STOP SIGN

## ARTS AND DESIGN DISTRICT

Carmel Arts and Design District  
 Carmel, Indiana  
 20 April 2010 Project #P19034



# DISCOVER WHY CARMEL IS YOUR TO EXPERIENCE!

- ON MAIN**  
of each month; 5 - 9 p.m.
- CARMELFEST**  
Jul. 3 - 4  
CarmelFest.net
- LATE NIGHT ON MAIN**  
Jul. 16, Sept. 16 & Oct. 1  
CarmelArtsAndDesign.com
- BREWS ON THE BOULEVARD**  
Jul. 30; 3 - 8 p.m.  
CarmelArtsAndDesign.com
- ARTOMOBILIA**  
Aug. 27; Noon - 5 p.m.  
CarmelArtsAndDesign.com
- CHINESE MOONCAKE FESTIVAL**  
Sept. 10; 6:30 - 8:30 p.m.  
Carmel.IN.gov
- CARMEL ON CANVAS**  
Sept. 16 - 18  
CarmelArtsAndDesign.com
- CARMEL PORCHFEST**  
Sept. 18; Noon - 6 p.m.  
CarmelPorchfest.org
- CARMEL INTERNATIONAL ARTS FESTIVAL**  
Sept. 24 - 25  
CarmelArtsFestival.org
- OKTOBERFEST**  
Sept. 30  
CarmelOktoberfest.org

Albed Solutions This logo indicates events sponsored by Albed Solutions

## EVENTS ARE FREE TO THE PUBLIC

Please note that event details are subject to change. For the most current information, please visit the related websites. For a complete listing of City of Carmel events go to [Carmel.IN.gov](http://Carmel.IN.gov)

Follow us on Twitter  
Follow us on Instagram  
Find us on YouTube

Carmel.IN.gov (317) 571-2400

\* CarmelLink.com

MARK YOUR CALENDAR AND VISIT THE DISTRICT!



# OF WINE



**SATURDAY • MAY 21, 2022 • 5-10 P.M.**

ENJOY WHERE ART AND WINE MEET IN THE CARMEL ARTS & DESIGN DISTRICT

### Entertainment Schedule:

4 - 8 p.m. Various musical entertainers throughout the District

5 - 8 p.m. Painting with a Twist

8 - 10 p.m. - **Main Stage - Magnolia Soul**  
(Main Stage Located on South Rancocas Lane Road and 1st Street South)



LOCAL INSPIRATION for the FESTIVAL

Use #CarmelArts on all your social media for the event tonight!





# ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

## ACKNOWLEDGEMENT AND AGREEMENT

### TO COMPLY WITH CITY PUBLIC USE POLICY

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Art of Wine/CRED/Sondra Schwieterman  
Name of Organization/Applicant

\*

*Sondra Schwieterman*

Signature of Authorized Agent/Applicant

Sondra Schwieterman, Event Planner, Sweet  
Event Planning

Printed Name and Title (If applicable)

\*

\*

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

1/6/2023  
Date

Public Use Policy \*

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

Public Use Policy Acknowledgement and Agreement (Required)

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

# CITY OF CARMEL USE ONLY

---

Approved this 1st day of February, 20 **23**

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

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

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

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

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

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

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

ATTEST:

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

\_\_\_\_\_  
Date

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

CITY OF CARMEL, INDIANA

Reviewed/Approved via Email  
CFD Heavner 1-17-23  
CPD Horner 1-17-23  
CRED Brewer 1-18-23

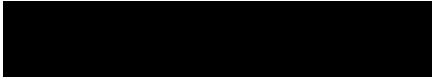
INFORMATION

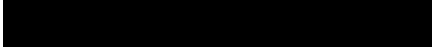
**SPECIAL EVENT / FACILITY USE REQUEST FORM**

CONTACT INFORMATION:



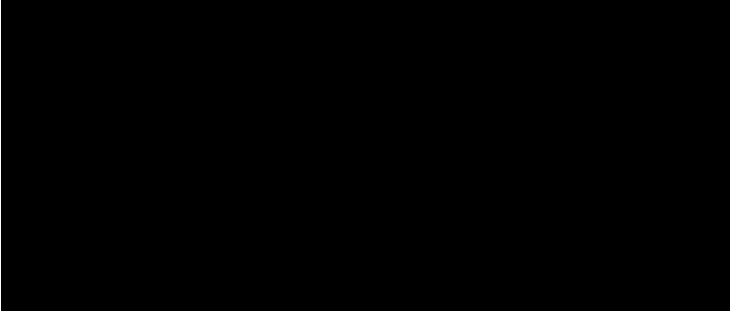
Contact Person      Sondra Schwieterman

Email      

Phone Number:      

Cell Number:

Name/Organization:      Carmel PorchFest, Inc./Holiday PorchFest

Address      

Organization Type:      Non-Profit Organization

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

Event/Use Purpose:      Outdoor community event with Holiday Music

Event Date	End Date
12/9/2023	12/9/2023

Number of People Expected: 500

Set-Up Start time      01:00:00 PM

Tear Down End Time      05:00:00 PM

Event Start time:  
02:00:00 PM

Event end time:  
04:00:00 PM

Rehearsal  **NA**

Rehearsal Date:

Rehearsal  
Start Time:

Rehearsal  
End Time:

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

Description of Event: Provide a brief description of event  
Holiday PorchFest allows select Carmel PorchFest bands to sing Holiday music on the Midtown stage. A few vendors will be present. We hope to have Santa do a drive by on City of Carmel Fire truck and we will work Chief Moriarty directly.  
Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

### CITY FACILITY (S) REQUESTED: Mark all that apply

- FACILITY (S)
- CARTER GREEN (area between Palladium & theater building)**
  - CIVIC SQUARE FOUNTAIN AREA**
  - CIVIC SQUARE GAZEBO / LAWN**
  - JAPANESE GARDEN**
  - MONON & MAIN PLAZA**
  - MIDTOWN PLAZA - Events must be free and open to the public.**
  - REFLECTING POOL - Please note that Veteran's Plaza is NOT available for use.**
  - Other**

### SPECIAL REQUESTS: Mark all that apply

- REQUESTS:
- ELECTRICITY**
  - FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO**
  - JAMES BUILDING RESTROOMS (CARTER GREEN) \*Extra fees apply**
  - N/A**
  - Other**

### VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

- VENDORS:
- VENDORS PRESENT**
  - FOOD SERVED (May be subject to Hamilton County Health Department inspection.)**
  - ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the Public Use Policy.**
  - N/A**

## CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES  
NEEDED:

- EMERGENCY MEDICAL SERVICES (EMS) (Extra fees may apply)
- EXTRA PATROL DURING EVENT (when available)
- TRAFFIC CONTROL (Extra fees may apply)
- ONSITE SECURITY (Assigned off-duty CPD officers, extra fees will apply)
- BARRICADES
- NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- N/A
- Other

Please note the number of NO PARKING SIGNS needed

## EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

Stage

Size of Stage

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

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

Bounce House

N/A

Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

## STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood  
Name/Streets to be closed

Include addresses as appropriate

UPLOAD MAP

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

2022 HPF Map and Schedue.pdf

585.51KB

Type of Closure:

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

Explain lane restrictions needed and other needed below:

Further Info for type of  
closure

### SECURITY DEPOSIT AND FEE:

---

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

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

### DISCLAIMER:

---

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# Holiday PorchFest Midtown Plaza

December 9, 2 pm - 4 pm

2:00 p.m.

2:45 p.m.

3:25 p.m.

Join us for Holiday music, food and beverage vendors and a surprise guest.

**Vendors include: (TBD)**

Java House

Sun King Brewery

Peace Water Winery

Sugar Creek Winery

---





# ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

## ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY PUBLIC USE POLICY

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

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

Carmel PorchFest/Sondra Schwieterman  
Name of Organization/Applicant

\*

*Sondra Schwieterman*

Signature of Authorized Agent/Applicant

Sondra Schwieterman, Executive Director  
Printed Name and Title (If applicable)

\*

\*

1/10/2023

Date

Public Use Policy \*

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

Public Use Policy Acknowledgement and Agreement (Required)

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

CITY OF CARMEL USE ONLY

---

Approved this 1st day of February, 2023

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

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

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

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

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

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

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

ATTEST:

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

\_\_\_\_\_  
Date

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

CITY OF CARMEL, INDIANA

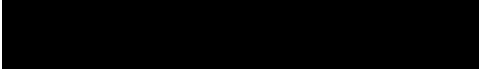
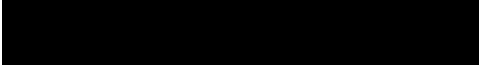
Reviewed/Approved via Email  
CFD Heavner 1-17-23  
CPD Horner 1-17-23  
CRED Brewer 1-18-23

INFORMATION

**SPECIAL EVENT / FACILITY USE REQUEST FORM**

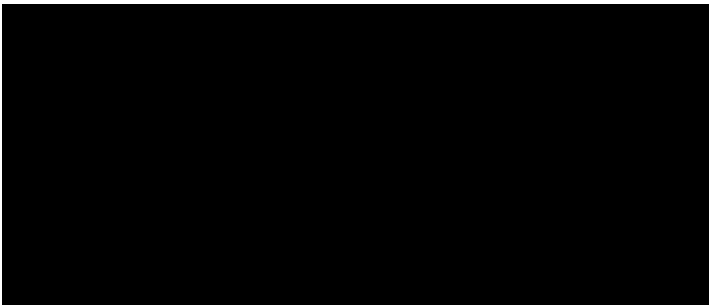
CONTACT INFORMATION:

Contact Person      Sondra Schwieterman

Email        
Phone Number:      

Cell Number:

Name/Organization:      Carmel PorchFest, Inc./Late Night on Main

Address      

Organization Type:      Non-Profit Organization

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

Event/Use Purpose:      Street Party with Live Music and opportunities for local businesses to stay open late

Event Date      End Date  
7/15/2023      7/15/2023

Number of People Expected: 5,000

Set-Up Start time      02:00:00 PM

Tear Down End Time      02:00:00 AM

Event Start time:

07:00:00 PM

Event end time:

12:00:00 AM

Rehearsal

**NA**

Rehearsal Date:

Rehearsal

Start Time:

Rehearsal

End Time:

Fees?

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

**YES**

**NO**

Description of Event:

Provide a brief description of event

This cherished community event allows Main Street shops to stay open late and local vendors to have booths to sell food and beverages starting at 7 pm. Opening act stars at 8 pm, Main act plays on large stage from 9 pm to midnight.

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

### CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

- CARTER GREEN (area between Palladium & theater building)**
- CIVIC SQUARE FOUNTAIN AREA**
- CIVIC SQUARE GAZEBO / LAWN**
- JAPANESE GARDEN**
- MONON & MAIN PLAZA**
- MIDTOWN PLAZA - Events must be free and open to the public.**
- REFLECTING POOL - Please note that Veteran's Plaza is NOT available for use.**
- Other** Sophia Square restrooms

### SPECIAL REQUESTS: Mark all that apply

REQUESTS:

- ELECTRICITY**
- FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO**
- JAMES BUILDING RESTROOMS (CARTER GREEN) \*Extra fees apply**
- N/A**
- Other**

### VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

- VENDORS PRESENT**
- FOOD SERVED (May be subject to Hamilton County Health Department inspection.)**
- ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the Public Use Policy.**
- N/A**

## CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY



CITY SERVICES  
NEEDED:

- EMERGENCY MEDICAL SERVICES (EMS) (Extra fees may apply)**
- EXTRA PATROL DURING EVENT (when available)**
- TRAFFIC CONTROL (Extra fees may apply)**
- ONSITE SECURITY (Assigned off-duty CPD officers, extra fees will apply)**
- BARRICADES**
- NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)**
- N/A**
- Other**

Please note the number of NO PARKING SIGNS needed

## EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY



### • Stage

Size of Stage

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

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

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

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

## STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY



Neighborhood Main Street - from Range Line to 2nd Ave NW. Stage at Range Line facing West.  
Name/Streets to be closed Include addresses as appropriate

UPLOAD MAP An easy to read, color map of the area is required with submission.  
July 23 LNOM Road Closure Map.pdf 277.83KB

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

Explain lane restrictions needed and other needed below:

Further Info for type of  
closure

## SECURITY DEPOSIT AND FEE:

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# ACKNOWLEDGEMENT AND AGREEMENT

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Mayor's Office

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Carmel PorchFest, Inc./Sondra Schwieterman  
Name of Organization/Applicant

\*

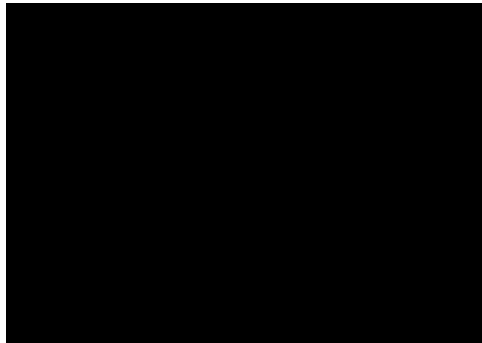
*Sondra Schwieterman*

Signature of Authorized Agent/Applicant

Sondra Schwieterman, Executive Director  
Printed Name and Title (If applicable)

\*

\*



1/10/2023  
Date

Public Use Policy \*

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Public Use Policy Acknowledgement and Agreement (Required)

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



CITY OF CARMEL USE ONLY

---

Approved this 1st day of February, 20 **23**

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

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

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

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

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

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

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

ATTEST:

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

\_\_\_\_\_  
Date

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

CITY OF CARMEL, INDIANA

Reviewed/Approved via Email  
CFD Heavner 1-17-23  
CPD Horner 1-17-23  
CRED Brewer 1-18-23

INFORMATION

**SPECIAL EVENT / FACILITY USE REQUEST FORM**

CONTACT INFORMATION:

Contact Person      Sondra Schwieterman

Email

Phone Number:

Cell Number:

Name/Organization:      Carmel PorchFest, Inc./Late Night on Main

Address

Organization Type:      Non-Profit Organization

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

**Yes**

**No**

Event/Use Purpose:      Street Party with Live Music and opportunities for local businesses to stay open late

Event Date  
8/19/2023

End Date  
8/19/2023

Number of People Expected: 5,000

Set-Up Start time      02:00:00 PM

Tear Down End Time      02:00:00 AM

Event Start time:

07:00:00 PM

Event end time:

12:00:00 AM

Rehearsal

NA

Rehearsal Date:

Rehearsal

Start Time:

Rehearsal

End Time:

Fees?

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

YES

NO

Description of Event:

Provide a brief description of event

This cherished community event allows Main Street shops to stay open late and local vendors to have booths to sell food and beverages starting at 7 pm. Opening band starts at 8 pm, Main Act plays on large stage from 9 pm to midnight.

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

### CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

- CARTER GREEN (area between Palladium & theater building)
- CIVIC SQUARE FOUNTAIN AREA
- CIVIC SQUARE GAZEBO / LAWN
- JAPANESE GARDEN
- MONON & MAIN PLAZA
- MIDTOWN PLAZA - Events must be free and open to the public.
- REFLECTING POOL - Please note that Veteran's Plaza is NOT available for use.
- Other

### SPECIAL REQUESTS: Mark all that apply

REQUESTS:

- ELECTRICITY
- FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
- JAMES BUILDING RESTROOMS (CARTER GREEN) \*Extra fees apply
- N/A
- Other

### VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

- VENDORS PRESENT
- FOOD SERVED (May be subject to Hamilton County Health Department inspection.)
- ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the Public Use Policy.
- N/A



Type of Closure:

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

Explain lane restrictions needed and other needed below:

Further Info for type of closure

## SECURITY DEPOSIT AND FEE:



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**Saturday, August 19, 2023**  
**Late Night on Main**

**Road Closes at 2 pm**



# ACKNOWLEDGEMENT AND AGREEMENT

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Mayor's Office

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Carmel PorchFest Inc./Late Night on Main/Sondra Schwieterman  
Name of Organization/Applicant

\*

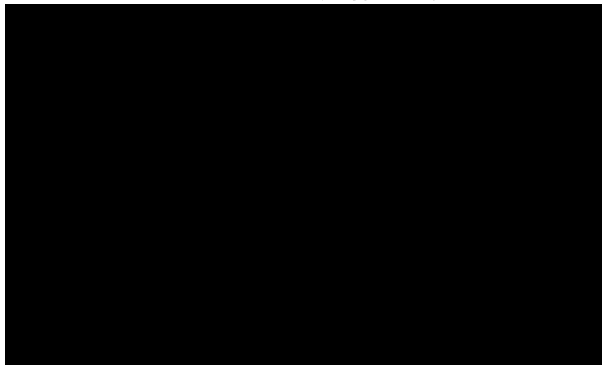
*Sondra Schwieterman*

Signature of Authorized Agent/Applicant

Sondra Schwieterman, Executive Director  
Printed Name and Title (If applicable)

\*

\*



1/10/2023  
Date

Public Use Policy \*

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CITY OF CARMEL USE ONLY

---

Approved this 1st day of February, 20 **23**

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

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

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

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

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

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

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

ATTEST:

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

\_\_\_\_\_  
Date

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



CITY OF CARMEL, INDIANA

Reviewed/Approved via Email  
CFD Heavner 1-17-23  
CPD Horner 1-17-23  
CRED Brewer 1-18-23

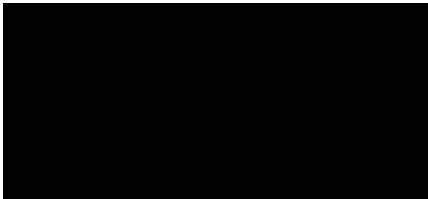
INFORMATION

**SPECIAL EVENT / FACILITY USE REQUEST FORM**

CONTACT INFORMATION: ^

Contact Person      Sondra Schwieterman

Email

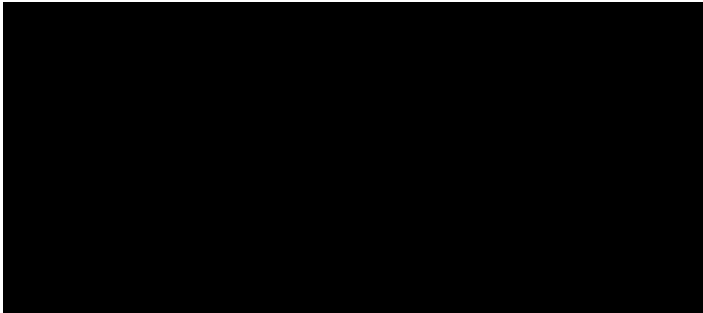


Phone Number:

Cell Number:

Name/Organization:      Carmel PorchFest, Inc./Late Night on Main

Address



Organization Type:      Non-Profit Organization

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

• **Yes**

**No**

Event/Use Purpose:      Street Party with Live Music and opportunities for local businesses to stay open late

Event Date

6/17/2023

End Date

6/17/2023

Number of People Expected: 5,000

Set-Up Start time      02:00:00 PM

Tear Down End Time      02:00:00 AM

Event Start time:

07:00:00 PM

Event end time:

12:00:00 AM

Rehearsal

NA

Rehearsal Date:

Rehearsal

Start Time:

Rehearsal

End Time:

Fees?

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

YES

NO

Description of Event:

Provide a brief description of event

This cherished community event allows Main Street shops to stay open late and local vendors to have booths to sell food and beverages. Vendors open at 7 pm, opening band at 8 pm and Main act plays on large stage from 9 pm to midnight.

Attach additional pages if needed-SEE BELOW

106140 - Carmel Porchfest - Late Night on Main Half

1.22MB

Page Ad PROOF (1).pdf

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

### CITY FACILITY (S) REQUESTED: Mark all that apply



FACILITY (S)

- CARTER GREEN (area between Palladium & theater building)
- CIVIC SQUARE FOUNTAIN AREA
- CIVIC SQUARE GAZEBO / LAWN
- JAPANESE GARDEN
- MONON & MAIN PLAZA
- MIDTOWN PLAZA - Events must be free and open to the public.
- REFLECTING POOL - Please note that Veteran's Plaza is NOT available for use.
- Other

### SPECIAL REQUESTS: Mark all that apply



REQUESTS:

- ELECTRICITY
- FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
- JAMES BUILDING RESTROOMS (CARTER GREEN) \*Extra fees apply
- N/A
- Other

### VENDORS: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

- ✓ VENDORS PRESENT
  - ✓ FOOD SERVED (May be subject to Hamilton County Health Department inspection.)
  - ✓ ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the Public Use Policy.
- N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES NEEDED:

- ✓ EMERGENCY MEDICAL SERVICES (EMS) (Extra fees may apply)
  - ✓ EXTRA PATROL DURING EVENT (when available)
  - TRAFFIC CONTROL (Extra fees may apply)
  - ONSITE SECURITY (Assigned off-duty CPD officers, extra fees will apply)
  - ✓ BARRICADES
  - NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- N/A
- Other

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

Stage

Size of Stage

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

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

Bounce House

N/A

Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood

Main Street - from Range Line to 2nd Ave NW. Stage at 2nd Ave NW facing East

Name/Streets to be closed

Include addresses as appropriate

UPLOAD MAP

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

June 23 LNOM Road Closure Map.pdf

297.04KB

Type of Closure:

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

Explain lane restrictions needed and other needed below:

Further Info for type of closure

## SECURITY DEPOSIT AND FEE:



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

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

## DISCLAIMER:



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**Saturday, June 17, 2023**  
**Late Night on Main**

**Road Closes at 2 pm**



Right Turn Lane Closed

Left Turn Lane Closed

Restroom

Stage

SOPHIA SQUARE

INDIANA DESIGN CENTER

CARMEL HISTORIC SOCIETY



1st STREET NW

E MAIN STREET

1st STREET SE

1st STREET SW

1st STREET W

3rd AVENUE SW

2nd Ave NW

Waters Avenue

# ACKNOWLEDGEMENT AND AGREEMENT

---

Mayor's Office

## ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY PUBLIC USE POLICY

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

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Carmel PorchFest Inc./Late Night on Main  
Name of Organization/Applicant

\*

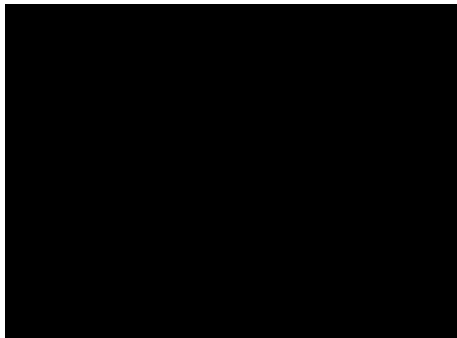
*Sondra Schwieterman*

Signature of Authorized Agent/Applicant

Sondra Schwieterman, Executive Director  
Printed Name and Title (If applicable)

\*

\*



1/10/2023  
Date

Public Use Policy \*

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

Public Use Policy Acknowledgement and Agreement (Required)

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

CITY OF CARMEL USE ONLY

---

Approved this 1st day of February, 2023

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

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

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

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

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

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

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

ATTEST:

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

\_\_\_\_\_  
Date

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

CITY OF CARMEL, INDIANA

Reviewed/Approved via Email  
CPD Horner 1-23-23  
CFD Heavner 1-23-23  
CRED Brewer 1-24-23

**INFORMATION**

**SPECIAL EVENT / FACILITY USE REQUEST FORM**

\* Must be at least 18 years of age to complete this form.

**CONTACT INFORMATION:**

Contact Person: Beth Hohlier  
Email: [REDACTED]  
Phone Number: [REDACTED]  
Cell Number: [REDACTED]  
Name/Organization: Muldoon's of Carmel

Address: [REDACTED]

Organization Type: For-Profit Organization

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

Event/Use Purpose: Shamrock the District

Event Date: 3/17/2023      End Date: 3/20/2023      Fri 3/17, DJ noon-7 pm with bagpiper

Number of People Expected: 250      Bands Fri 3/17 and Sat 3/18  
Set-Up Start time: 11:00:00 AM      7-10:30 pm. Tent will remain up  
Tear Down End Time: 12:00:00 PM      until Mon 3/20.



Event Start time:

11:00:00 AM

Event end time:

11:00:00 PM

See schedule p. 1

Rehearsal:

NA

Rehearsal Date:

Rehearsal

Start Time:

Rehearsal

End Time:

Fees?

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

**YES**

• **NO**

Description of Event:

Provide a brief description of event

Our annual Shamrock the District St. Paddy's Day Event. Bands on both Friday and Saturday PM. The event is over Saturday, but the tent people don't pick up the tent until Monday am first thing.

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

**CITY FACILITY (S) REQUESTED: Mark all that apply**

FACILITY (S)

CARTER GREEN (area between Palladium & theater building)

CIVIC SQUARE FOUNTAIN AREA

CIVIC SQUARE GAZEBO / LAWN

JAPANESE GARDEN

MONON & MAIN PLAZA

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

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

Other Veteran's Way

**SPECIAL REQUESTS: Mark all that apply**

REQUESTS:

ELECTRICITY

FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO

JAMES BUILDING RESTROOMS (CARTER GREEN) \*Extra fees apply

N/A

Other

**VENDORS: Mark all that apply**

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

VENDORS PRESENT

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

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

N/A

### CITY SERVICES NEEDED: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES  
NEEDED:

- EMERGENCY MEDICAL SERVICES (EMS) (Extra fees may apply)
- EXTRA PATROL DURING EVENT (when available)
- TRAFFIC CONTROL (Extra fees may apply)
- ONSITE SECURITY (Assigned off-duty CPD officers, extra fees will apply)
- BARRICADES
- NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- N/A
- Other

Please note the number of NO PARKING SIGNS needed

### EVENT SET UP: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

#### Stage

no stage

Size of Stage

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

20 x 80

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

#### Bounce House

N/A

Other

#### Muldoon's

Name of Merchant(s) doing the setup

3175711116

Phone Number of Merchant(s) doing set up:

### STREET(S) REQUESTED:



SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood:

Veteran's Way to right after our first parking lot entrance. Have landlords approval.

Name/Streets to be closed:

include addresses as appropriate

UPLOAD MAP

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

Shamrock the District footprint.pdf

166.88KB

Type of Closure:

**Rolling closure**

- **Total closure**

**Lane restrictions - explain below**

**Other - explain below**

**N/A**

**Explain lane restrictions needed and other needed below:**

Further Info for type of closure

just part of the street. no access is affected. the footprint still had the old name of first ave sw instead of Veterans Way.

## SECURITY DEPOSIT AND FEE:



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W 1st St

W 2nd St

W Main

W 11th St

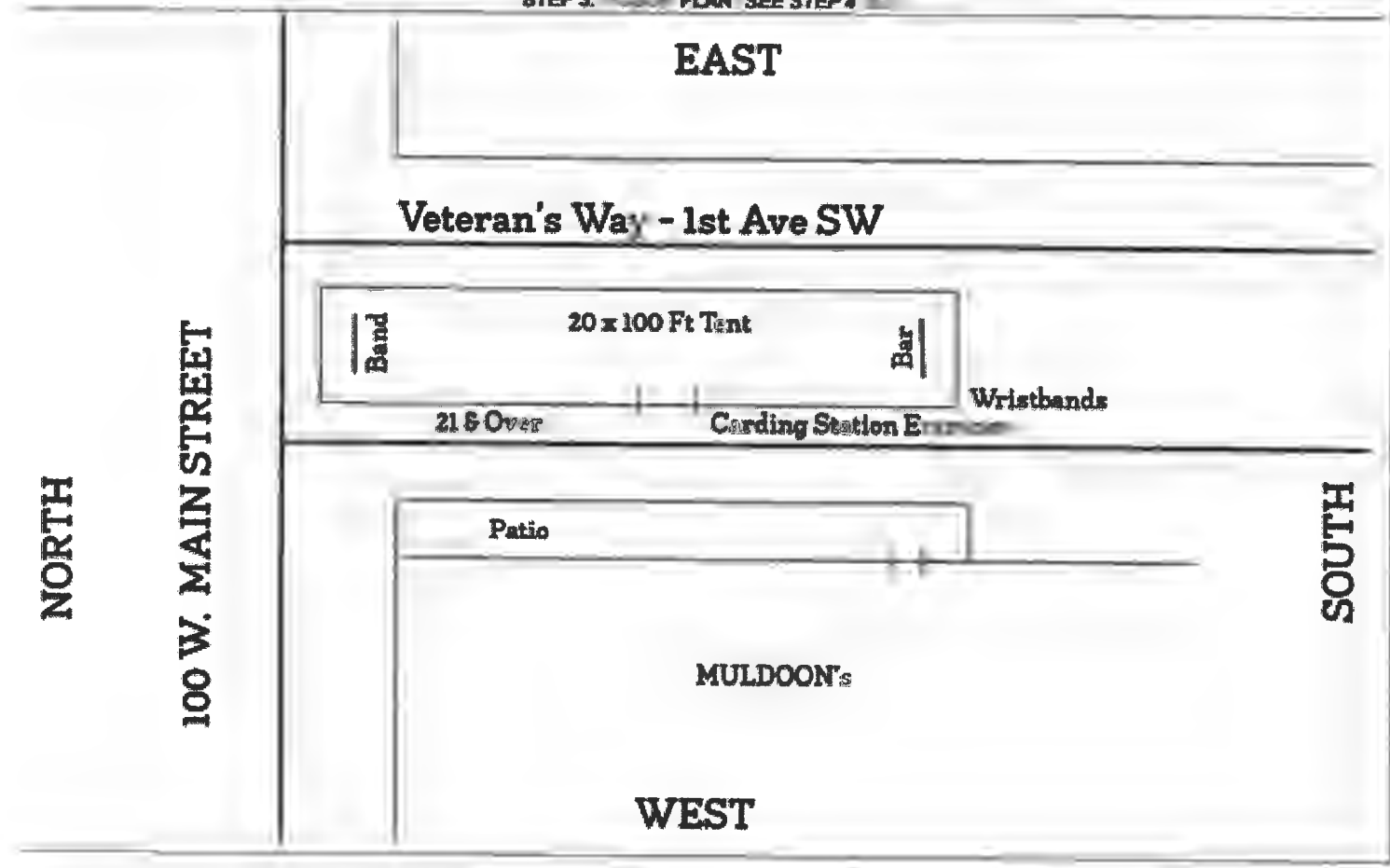
Sub Zero Nitrogen  
Ice Cream

Town of...  
Apartments

Tattoo

W 1st St

STEP 3. PLAN SEE STEP 4



# ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

## ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY PUBLIC USE POLICY

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Muldoon's  
Name of Organization/Applicant

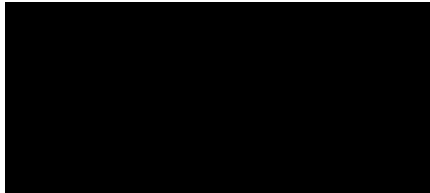
\*



Signature of Authorized Agent/Applicant

Beth Hohlier VP  
Printed Name and Title (if applicable)

\*



1/23/2023  
Date

Public Use Policy \*

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

Public Use Policy Acknowledgement and Agreement (Required)

GO TO SUBMIT TAB AND CLICK ON SUBMIT

**CITY OF CARMEL USE ONLY**

---

Approved this 1st day of February, 20 23

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

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

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

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

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

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

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

ATTEST:

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

\_\_\_\_\_  
Date

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

# CITY OF CARMEL, INDIANA

## INFORMATION

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### FACILITY REQUEST FORM City Hall Caucus Room or Council Chambers

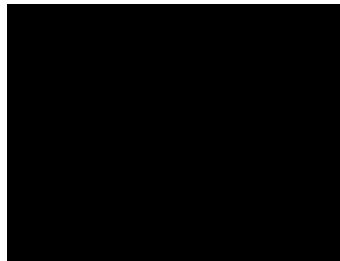
#### GENERAL INFORMATION

---

Name David Forbes

Organization: Carmel National Day of Prayer

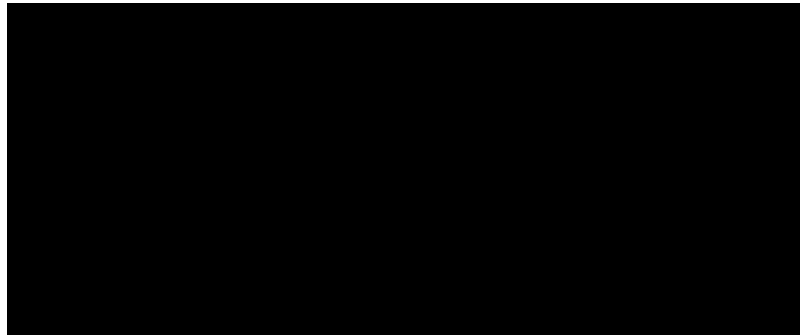
Phone Number:



Cell Number:

Email

Address



Organization Type: Non-Profit Organization

Event/Use Purpose: National Day of Prayer service for our city, state, country

Event Date 5/4/2023

End Date 5/4/2023

Number of People Expected: 75

Set-Up Start time 11:00:00 AM



Tear Down End Time 02:00:00 PM

Event Start 12:00:00 PM  
time:

Event end 01:00:00 PM  
time:

## ROOM REQUESTED CAUCUS ROOM

Room Requested **Caucus Room**

The room may be divided into sections or can be one large room. Choose the size that you need. Room has an 8.5-foot counter area with a sink.

Room Set-Up The traditional seating arrangement is Boardroom style.  
**1/3 side has four, 5-foot tables with 10 chairs**  
**2/3 side has six 5-foot tables with 20 chairs (plus 15-20 chairs around perimeter of room)**

Other seating options: **Classroom, Seating capacity 33**  
**Theater (chairs only), Seating capacity 50**

Equipment needed: **Projection screen**

Equipment not provided:

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

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

**Yes**

**No**

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

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

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

## ROOM REQUESTED COUNCIL CHAMBERS

Seating capacity: 112

Room Requested  **Council Chambers**

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

**Dais**

Dais # and which ones

**Projection Screen**

Equipment not provided:

- Computers or connection/electrical cords.

Other:

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

**Yes**

**No**

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

How many?

How many additional table/chairs are needed?

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

\* needs podium with microphone  
plus handheld microphone

# ACKNOWLEDGEMENT AND AGREEMENT

---

Mayor's Office

## ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY FACILITY USE POLICY

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David Forbes-National Day of Prayer  
Name of Organization/Applicant

\*

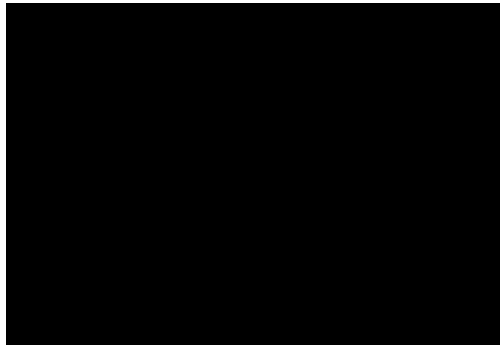
*David Forbes*

Signature of Authorized Agent/Applicant

David Forbes  
Printed Name and Title (If applicable)

\*

\*



1/17/2023  
Date

# CITY OF CARMEL USE ONLY

---

Approved this 1st day of February, 20 23

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

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

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

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

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

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

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

ATTEST:

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

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

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

CITY OF CARMEL, INDIANA

Reviewed/Approved via Email  
CFD Heavner 1-17-23  
CPD Horner 1-17-23  
CRED Brewer 1-18-23

INFORMATION

**SPECIAL EVENT / FACILITY USE REQUEST FORM**

CONTACT INFORMATION: ^

Contact Person Leslie Lupton

Email

Phone Number:

Cell Number:

Name/Organization:

Address

Organization Type:

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

- Yes
- No

Event/Use Purpose: Continuing the Physique 57 Group Fitness classes in Midtown Plaza

Event Date \*see list of dates on End Date  
4/22/2023 page 2 9/23/23

Number of People Expected: 30

Set-Up Start time 07:30:00 AM

Tear Down End Time 09:00:00 AM

Event Start time:

08:00:00 AM

Event end time:

09:00:00 AM

Rehearsal

✓ NA

Rehearsal Date:

Rehearsal

Start Time:

Rehearsal

End Time:

Fees?

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

YES

• NO

Description of Event:

Provide a brief description of event

Group fitness barre class in Midtown Plaza. We received positive community response last summer and would like to continue in 2023. We would like the following dates:

April 22 (Earth Day)

May 6 & May 20th

June 10, June 24

~~June 8th & June 22nd~~

July 8th & July 22nd

Aug. 5

~~Aug 12th & Aug 26th~~

Sept. 16

~~Sept 19th & Sept 23rd~~

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

CARTER GREEN (area between Palladium & theater building)

CIVIC SQUARE FOUNTAIN AREA

CIVIC SQUARE GAZEBO / LAWN

JAPANESE GARDEN

MONON & MAIN PLAZA

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

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

Other

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

ELECTRICITY

FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO

JAMES BUILDING RESTROOMS (CARTER GREEN) \*Extra fees apply

✓ N/A

Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

**VENDORS PRESENT**

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

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

✓ N/A

### CITY SERVICES NEEDED: Mark all that apply

^

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES  
NEEDED:

**EMERGENCY MEDICAL SERVICES (EMS)** (Extra fees may apply)

**EXTRA PATROL DURING EVENT** (when available)

**TRAFFIC CONTROL** (Extra fees may apply)

**ONSITE SECURITY** (Assigned off-duty CPD officers, extra fees will apply)

**BARRICADES**

**NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)**

✓ N/A

Other

Please note the number of NO PARKING SIGNS needed

### EVENT SET UP: Mark all that apply

^

SEE CITY OF CARMEL FACILITY USE POLICY

#### Stage

Size of Stage

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

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

#### Bounce House

• N/A

Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

### STREET(S) REQUESTED:

^

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood  
Name/Streets to be closed

Include addresses as appropriate

UPLOAD MAP

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

Type of Closure:

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

Explain lane restrictions needed and other needed below:

Further Info for type of closure

## SECURITY DEPOSIT AND FEE:

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# ACKNOWLEDGEMENT AND AGREEMENT

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Mayor's Office

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Physique 57 Indianapolis  
Name of Organization/Applicant

\*

*Leslie Lupton*

Signature of Authorized Agent/Applicant

Leslie Lupton, Owner  
Printed Name and Title (if applicable)

\*

\*

1/11/2023  
Date

Public Use Policy \*

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

Public Use Policy Acknowledgement and Agreement (Required)

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

CITY OF CARMEL USE ONLY

---

Approved this 1st day of February, 20 **23**

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

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

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

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

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

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

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

ATTEST:

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

\_\_\_\_\_  
Date

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

CITY OF CARMEL, INDIANA

Reviewed/Approved via Email  
CFD Heavner 1-17-23  
CPD Horner 1-17-23  
CRED Brewer 1-18-23

INFORMATION

**SPECIAL EVENT / FACILITY USE REQUEST FORM**

CONTACT INFORMATION: ^

Contact Person      Sondra Schwieterman

Email                      Sondra\_schwieterman@outlook.com

Phone Number:

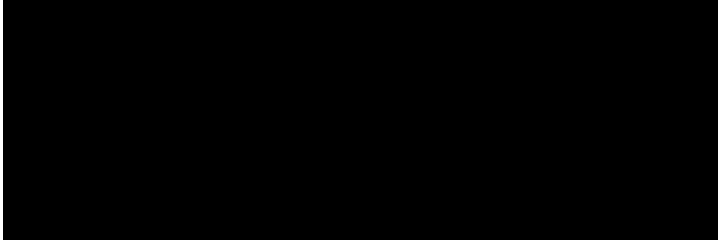


Cell Number:

Name/Organization:      Carmel PorchFest, Inc.

Address

Street Address



Organization Type:      Non-Profit Organization

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

**Yes**

**No**

Event/Use Purpose:      Carmel PorchFest is a free, family-friendly community event on the streets of the Arts & Design District. A variety of musical acts perform live music on neighborhood porches. Food and beverage vendors are available.

Event Date

9/17/2023

End Date

9/17/2023

Number of People Expected: 10,000

Set-Up Start time      08:00:00 AM

Tear Down End Time      08:00:00 PM

Event Start time:

12:00:00 PM

Event end time:

06:00:00 PM

Rehearsal  NA

Rehearsal Date:

Rehearsal Start Time:

Rehearsal End Time:

Fees?

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

YES

NO

Description of Event:

Provide a brief description of event

Carmel PorchFest is a free, family-friendly community event on the streets of the Arts & Design District. A variety of musical acts perform live music on neighborhood porches. Food and beverage vendors are available.

Visit [www.carmelporchfest.org](http://www.carmelporchfest.org) for more information

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

### CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

- CARTER GREEN (area between Palladium & theater building)
- CIVIC SQUARE FOUNTAIN AREA
- CIVIC SQUARE GAZEBO / LAWN
- JAPANESE GARDEN
- MONON & MAIN PLAZA
- MIDTOWN PLAZA - Events must be free and open to the public.
- REFLECTING POOL - Please note that Veteran's Plaza is NOT available for use.
- Other Sophia Square Restrooms, cleaned & open

### SPECIAL REQUESTS: Mark all that apply

REQUESTS:

- ELECTRICITY
- FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
- JAMES BUILDING RESTROOMS (CARTER GREEN) \*Extra fees apply
- N/A
- Other

### VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

- VENDORS PRESENT
- FOOD SERVED (May be subject to Hamilton County Health Department inspection.)
- ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the Public Use Policy.
- N/A

## CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES  
NEEDED:

- EMERGENCY MEDICAL SERVICES (EMS) (Extra fees may apply)**
- EXTRA PATROL DURING EVENT (when available)**
- TRAFFIC CONTROL (Extra fees may apply)**
- ONSITE SECURITY (Assigned off-duty CPD officers, extra fees will apply)**
- BARRICADES**
- NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)**
- N/A**
- Other**

Please note the number of NO PARKING SIGNS needed

## EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

**Stage**

Size of Stage

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

10x10 tents

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

**Bounce House**

**N/A**

**Other**

Each vendor can bring their own tent and set up themselves

Name of Merchant(s) doing the setup

Phone Number of Merchant(s) doing set up:

## STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood 1st Ave NW from 1st Street NW - 5th Street NW  
Name/Streets to be closed 2nd Ave NW from 1st Street NW - 3rd Street Nw  
Include addresses as appropriate

UPLOAD MAP

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

106452 - Carmel Porchfest Map 2022 8.5x11.pdf 463.38KB

Type of Closure:

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

Explain lane restrictions needed and other needed below:

Further Info for type of closure

## SECURITY DEPOSIT AND FEE:



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

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

## DISCLAIMER:



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

# CARMEL PORCHFEST 2022

- AAA AAA Insurance
- ATC All Things Carmel
- AA Anna & Asa's Lemonade
- 3B Bier Brewery
- CFD Carmel Fire Dept.
- JH Java House
- LM Lou Malnati's
- MD Market District
- MXM Meridian & Main
- PW Peace Water Winery
- RA Republic Airways
- SC Sugar Creek Winery
- TSC Tropical Sno Cone
- VIP Feinsein's at Hotel  
Carmichael VIP Lounge
- WP Wick's Pies



# ACKNOWLEDGEMENT AND AGREEMENT

---

Mayor's Office

## ACKNOWLEDGEMENT AND AGREEMENT

### TO COMPLY WITH CITY PUBLIC USE POLICY

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

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

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

Carmel PorchFest/Sondra Schwieterman  
Name of Organization/Applicant

\*

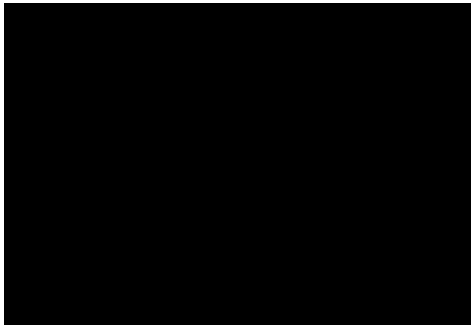
*Sondra Schwieterman*

Signature of Authorized Agent/Applicant

Sondra Schwieterman, Executive Director  
Printed Name and Title (If applicable)

\*

\*



1/6/2023  
Date

Public Use Policy \*

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

Public Use Policy Acknowledgement and Agreement (Required)

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



CITY OF CARMEL USE ONLY

---

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

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

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

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

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

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

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

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

ATTEST:

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

\_\_\_\_\_  
Date

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

# CITY OF CARMEL, INDIANA

## INFORMATION

### SPECIAL EVENT / FACILITY USE REQUEST FORM

#### CONTACT INFORMATION:

Contact Person Jeffrey William Graves

Email Jeff@VisionEventManagement.com

Phone Number:

Cell Number:

Name/Organization: Vision Event Management

Address

Suite A

City

Westfield

Postal / Zip Code

46074-8077

State / Province / Region

in

Country

United States

Organization Type: For-Profit Organization

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

**Yes**

**• No**

Event/Use Purpose: RUN(317) Carmel Village of WestClay 5K

Event Date

8/31/2023

End Date

8/31/2023

Number of People Expected: 1,500

Set-Up Start time 12:00:00 PM

Tear Down End Time 09:30:00 PM

Event Start time:

07:00:00 PM

Event end time:

09:00:00 PM

Rehearsal  A

Rehearsal Date:

Rehearsal  
Start Time:

Rehearsal  
End Time:

Fees?

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

- YES
- NO

Fees (cont'd)

Purpose of fee

\$35-\$45

Description of Event:

Provide a brief description of event

This is the 7th Annual RUN(317) Carmel Village of WestClay 5K event. The run walk starts and finishes in the Village of WestClay.

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

### CITY FACILITY (S) REQUESTED: Mark all that apply



FACILITY (S)

**CARTER GREEN (area between Palladium & theater building)**

**CIVIC SQUARE FOUNTAIN AREA**

**CIVIC SQUARE GAZEBO / LAWN**

**JAPANESE GARDEN**

**MONON & MAIN PLAZA**

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

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

**Other**

### SPECIAL REQUESTS: Mark all that apply



REQUESTS:

**ELECTRICITY**

**FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO**

**JAMES BUILDING RESTROOMS (CARTER GREEN) \*Extra fees apply**

**N/A**

**Other**

### VENDORS: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

VENDORS PRESENT

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

- ✓ ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the Public Use Policy.

N/A

CITY SERVICES NEEDED: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES NEEDED:

- ✓ EMERGENCY MEDICAL SERVICES (EMS) (Extra fees may apply)
- EXTRA PATROL DURING EVENT (when available)
- ✓ TRAFFIC CONTROL (Extra fees may apply)
- ONSITE SECURITY (Assigned off-duty CPD officers, extra fees will apply)
- BARRICADES
- NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- N/A
- Other

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

Stage

Size of Stage

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

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

Bounce House

N/A

Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:



SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood

see maps and route below. Same route as we have used for past 4 years.

Name/Streets to be closed

Include addresses as appropriate

#### UPLOAD MAP

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

Run(317) Carmel Village of WestClay Course Description.docx	13.43KB
RUN(317) Carmel Village of WestClay course map 001.jpg	194.91KB

#### Type of Closure

**Rolling closure**

**Total closure**

- **Lane restrictions - explain below**

**Other - explain below**

**N/A**

Explain lane restrictions needed and other needed below:

Further Info for type of closure Please see attached documents

#### SECURITY DEPOSIT AND FEE: ^

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

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# ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

## ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY PUBLIC USE POLICY

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

Vision Event Management  
Name of Organization/Applicant

\*

*Jeffrey William Graves*

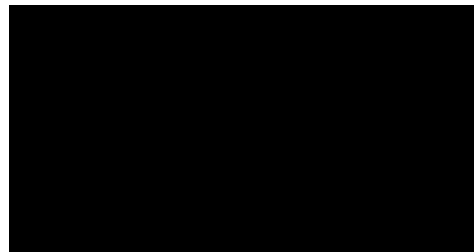
Signature of Authorized Agent/Applicant

Jeff Graves President  
Printed Name and Title (If applicable)

\*

Jeff@visioneventmanagement.com  
Email (Required)

\*



1/16/2023  
Date

Public Use Policy \*

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

Public Use Policy Acknowledgement and Agreement (Required)

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

**RUN(317) The Village of WestClay  
Course Description  
Thursday, August 31, 2023**

**Start:** W. New Market Street Between Glebe St. and Meeting House Road  
South on Meeting House Road **(All Lanes)**  
Southeast at Roundabout- to Meeting House Road **(All Lanes)**  
South on Meeting House Road **(All Lanes)**  
South on Hoover Road **(All Lanes)**  
West into Coxhall Gardens **(All Lanes)**  
North Inside Coxhall Gardens through parking lot **(All Lanes)**  
West to exit Coxhall Gardens to Towne Rd. **(All Lanes)**  
North on Towne Rd **(Easternmost Northbound Lane)**  
East on Glebe St. **(Eastbound Lane)**  
Southeast on W. New Market Street **(All Lanes)**  
**Finish:** W. New Market Street Between Glebe St. and Meeting House Road





CITY OF CARMEL USE ONLY

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Approved this 1st day of February, 20 **23**

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

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

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

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

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

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

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

ATTEST:

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

\_\_\_\_\_  
Date

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

CITY OF CARMEL, INDIANA

Reviewed/Approved via email  
CFD Heavner 1-17-23  
CPD Horner 1-17-23  
CRED Brewer 1-18-23

**INFORMATION**

**SPECIAL EVENT / FACILITY USE REQUEST FORM**

**CONTACT INFORMATION:**

Contact Person: Katy Myers  
Email: [Redacted]  
Phone Number: [Redacted]  
Cell Number:

Name/Organization: School of Rock

Address: [Redacted]

Organization Type: For-Profit Organization

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

Event/Use Purpose: performance by students age 6-18 for their families and friends

Event Date: 4/22/2023  
End Date: 4/23/2023

Number of People Expected: 800

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

Tear Down End Time: 11:00:00 PM

Event Start time:

01:00:00 PM

Event end time:

09:00:00 PM

Rehearsal  NA

Rehearsal Date:

Rehearsal

Start Time:

Rehearsal

End Time:

Fees?

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

YES

NO

Description of Event:

Provide a brief description of event

We're hoping to hold our Spring season final performances in a public, outdoor space. We only need one of the spaces selected. There will be 15 bands over two days and we expect about 800 people total (in waves of 50-100 at a time). Aside from the stage and sound equipment (which would vary based on the location), we have a pretty simple set up of a ticket/info/merch table and bring-your-own-chairs.

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply



FACILITY (S)

~~CARTER GREEN~~ (area between Palladium & theater building)

CIVIC SQUARE FOUNTAIN AREA

CIVIC SQUARE GAZEBO / LAWN

JAPANESE GARDEN

~~MONON & MAIN PLAZA~~

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

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

Other

SPECIAL REQUESTS: Mark all that apply



REQUESTS:

ELECTRICITY

FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO

~~JAMES BUILDING RESTROOMS (CARTER GREEN)~~ \*Extra fees apply

N/A

Other

VENDORS: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

**VENDORS:**

- ✓ **VENDORS PRESENT**
- ✓ **FOOD SERVED (May be subject to Hamilton County Health Department inspection.)**
- ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the Public Use Policy.**
- N/A**

**CITY SERVICES NEEDED: Mark all that apply**



SEE CITY OF CARMEL FACILITY USE POLICY

**CITY SERVICES NEEDED:**

- EMERGENCY MEDICAL SERVICES (EMS) (Extra fees may apply)**
- EXTRA PATROL DURING EVENT (when available)**
- TRAFFIC CONTROL (Extra fees may apply)**
- ONSITE SECURITY (Assigned off-duty CPD officers, extra fees will apply)**
- BARRICADES**
- NO PARKING SIGN (PICK UP AT CARMEL POLICE DEPARTMENT)**
- ✓ **N/A**
- Other**

Please note the number of NO PARKING SIGNS needed

**EVENT SET UP: Mark all that apply**



SEE CITY OF CARMEL FACILITY USE POLICY

• **Stage**

3x16x12  
Size of Stage

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

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

**Bounce House**

**N/A**

**Other**

Real Event Enterprises  
Name of Merchant(s) doing the setup

3176586164  
Phone Number of Merchant(s) doing set up:

**STREET(S) REQUESTED:**



SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood  
Name/Street(s) to be closed include addresses as appropriate

UPLOAD MAP

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

Type of Closure:

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

Explain lane restrictions needed and other needed below:

Further Info for type of closure

SECURITY DEPOSIT AND FEE:



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

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# ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

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School of Rock Carmel / Kathryn Myers  
Name of Organization/Applicant

\*

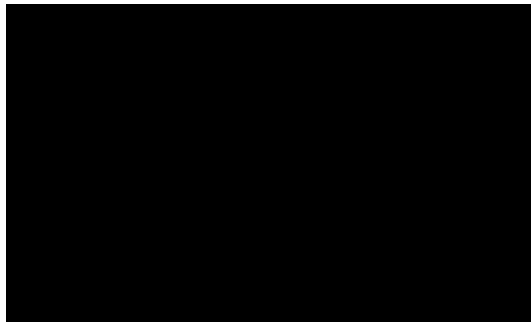
*Kathryn Myers*

Signature of Authorized Agent/Applicant

Kathryn Myers, General Manager  
Printed Name and Title (if applicable)

\*

\*



1/8/2023  
Date

Public Use Policy \*

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

Public Use Policy Acknowledgement and Agreement (Required)

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

CITY OF CARMEL USE ONLY

---

Approved this 1st day of February, 20 **23**

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

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

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

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

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

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

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

ATTEST:

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

\_\_\_\_\_  
Date

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

CITY OF CARMEL, INDIANA

Reviewed/Approved via Email  
CPD Horner 1-23-23  
CFD Heavner 1-23-23  
CRED Brewer 1-24-23

INFORMATION

**SPECIAL EVENT / FACILITY USE REQUEST FORM**

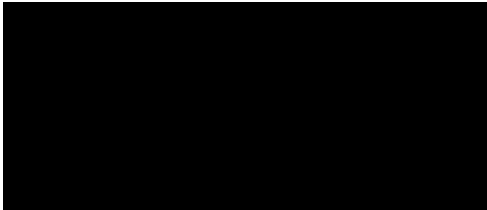
CONTACT INFORMATION: ^

Contact Person Barry Miller

Email

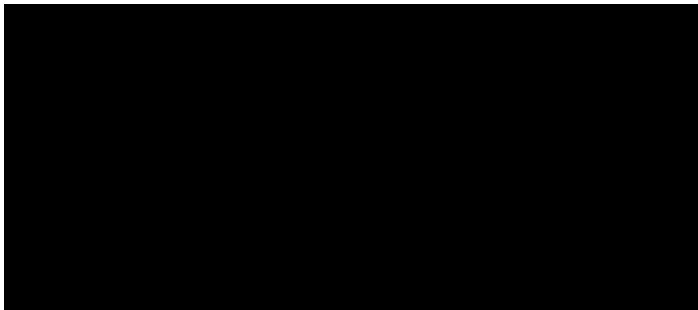
Phone Number:

Cell Number:



Name/Organization: The Brockway Public House

Address



Organization Type: For-Profit Organization

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

- Yes
- No

Event/Use Purpose: St Patricks Day Celebration plus activities with Carmel Fire Dept.

Event Date

3/17/2023

End Date

3/18/2023

Number of People Expected: 1,000

Set-Up Start time 08:00:00 AM

Tear Down End Time 11:00:00 PM

**SCHEDULE OF ACTIVITIES & BANDS**

**Friday 3/17**

- 3-5 pm - CFD pumper pull, keg toss
- 3-5 pm - Ian Reppert
- 5:50-7:30 pm - Silver Birds
- 8-10 pm - My Yellow Rickshaw

**Saturday 3/18**

- 3-4:30 pm - Smoke Ring
- 5-7 pm - The Filter Kings
- 8-10 pm - Tom Petty Tribute Band



Event Start time:  
02:00:00 PM

Event end time:  
10:00:00 PM

Rehearsal  **NA**

Rehearsal Date:

Rehearsal  
Start Time:

Rehearsal  
End Time:

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

Fees (cont'd) Purpose of fee  
Raise money for the Carmel Firefighters  
Bereavement Fund

Description of Event: Provide a brief description of event  
The annual St Patricks Day celebration. Tent party with bands and beer stands.  
Attach additional pages if needed-SEE BELOW

CFD pumper pull, keg toss  
3-5 pm on Fri. 3/17

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

### CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)  **CARTER GREEN (area between Palladium & theater building)**  
 **CIVIC SQUARE FOUNTAIN AREA**  
 **CIVIC SQUARE GAZEBO / LAWN**  
 **JAPANESE GARDEN**  
 **MONON & MAIN PLAZA**  
 **MIDTOWN PLAZA - Events must be free and open to the public.**  
 **REFLECTING POOL - Please note that Veteran's Plaza is NOT available for use.**  
 **Other** Street closing on Cranston Ave plus one lane, north bound Old Meridian on 3/17,  
12-5 during CFD activities noted above.

### SPECIAL REQUESTS: Mark all that apply

REQUESTS:  **ELECTRICITY**  
 **FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO**  
 **JAMES BUILDING RESTROOMS (CARTER GREEN) \*Extra fees apply**  
 **N/A**  
 **Other** Concrete barricades on Old Meridian

### VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

**VENDORS PRESENT**

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

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

**N/A**

**CITY SERVICES NEEDED: Mark all that apply**



SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES  
NEEDED:

**EMERGENCY MEDICAL SERVICES (EMS) (Extra fees may apply)**

**EXTRA PATROL DURING EVENT (when available)**

**TRAFFIC CONTROL (Extra fees may apply)**

**ONSITE SECURITY (Assigned off-duty CPD officers, extra fees will apply)**

**BARRICADES**

**NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)**

**N/A**

**Other**

Please note the number of NO PARKING SIGNS needed

3

**EVENT SET UP: Mark all that apply**



SEE CITY OF CARMEL FACILITY USE POLICY

• **Stage**

10 X 20

Size of Stage

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

30 x 75

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

**Bounce House**

**N/A**

**Other**

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

**STREET(S) REQUESTED:**



SEE CITY OF CARMEL FACILITY USE POLICY

**Cranston closed 3/17 & 18**

Neighborhood

Cranston Ave from Old Meridian to the Providence Parking lot just behind the

Name/Streets to be closed

Brockway Pub

**plus one lane of north bound Old Meridian, 12-5 pm on 3/18 only**

Include addresses as appropriate

UPLOAD MAP

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

Google Map of street closures.pdf

124.58KB

Type of Closure:

**Rolling closure**

• **Total closure**

**Lane restrictions - explain below**

**Other - explain below**

**N/A**

Explain lane restrictions needed and other needed below:

Further Info for type of closure

Will also close a small portion of Old Meridian for CFD activities

## SECURITY DEPOSIT AND FEE:



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

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

## DISCLAIMER:



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

Just Love Coffee  
Cafe - Carmel, IN   
Order DoorDash

12520

Thai Indy Resta  
 \$10 Off First  
Order Use Give10

  
Brockway Pub  
Recently viewed

Huntington Insurance

 Athletic Physical  
Therapy - Carmel

Cranston Ave

Meridian St  
Old Meridian St

# ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

## ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY PUBLIC USE POLICY

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

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

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

The Brockway Public House  
Name of Organization/Applicant

\*

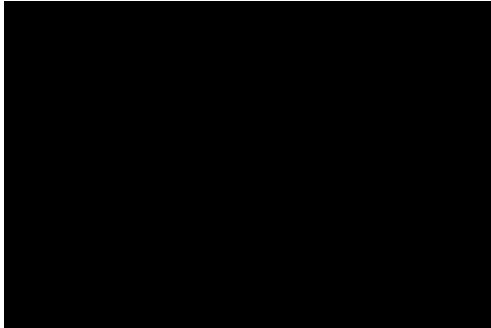
*Barry A. Miller*

Signature of Authorized Agent/Applicant

Barry Miller General Manager  
Printed Name and Title (If applicable)

\*

\*



1/18/2023  
Date

Public Use Policy \*

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

Public Use Policy Acknowledgement and Agreement (Required)

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

---

Approved this 1st day of February, 20 **23**

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

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

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

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

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

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

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

ATTEST:

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

\_\_\_\_\_  
Date

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



**UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT**

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

**Indiana Code 35-44.1-1-4**

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

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

1. **Name and Address of Public Servant Submitting Statement:** Adam Harrington  
2 Civic Square, Carmel IN 46032

2. **Title or Position With Governmental Entity:** Captain

3. a. **Governmental Entity:** City of Carmel, IN Fire Dept  
b. **County:** Hamilton

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

5. **Name(s) of Contractor(s) or Vendor(s):** 185 Promotions, Carmel IN  
\_\_\_\_\_  
\_\_\_\_\_

6. **Description(s) of Contract(s) or Purchase(s)** *(Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):*  
No contracts in place however, the Carmel Fire Department occasionally purchases clothing and other promotional items from vendor (185 Promotions)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

My cousin works for 185 Promotions however, is NOT a dependent of mine nor do I have any financial interest in the company  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(Attach extra pages if additional space is needed.)*

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

I (We) being the \_\_\_\_\_ of  
*(Title of Officer or Name of Governing Body)*

\_\_\_\_\_ and having the power to appoint  
*(Name of Governmental Entity)*

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

_____	_____
_____	_____
_____	_____
<b>Elected Official</b>	<b>Office</b>


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

01/20/2023  
*Date Submitted (month, day, year)*

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



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

Signed:   
(Signature of Public Servant)

Date: 01/20/2023  
(month, day, year)

Printed Name: Adam Harrington  
(Please print legibly.)

Email Address: aharrington@carmel.in.gov

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



# UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (R2 / 8-15) / Form 236  
STATE BOARD OF ACCOUNTS

## Indiana Code 35-44.1-1-4

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

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

1. Name and Address of Public Servant Submitting Statement: SCOTT K OSHORNS  
21296 Pleasant Moore Rd Shawans IN 46069
2. Title or Position With Governmental Entity: Logistic Chief
3. a. Governmental Entity: Criminal Fire Dept.  
b. County: Hamilton
4. This statement is submitted (check one):  
 as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or  
 as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. Name(s) of Contractor(s) or Vendor(s): S.K. Oshorns
6. Description(s) of Contract(s) or Purchase(s) (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):  
Repair parts for western snowplows

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

Sub Contractor For Rowe Truck Equipment

(Attach extra pages if additional space is needed.)

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Elected Official

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Office

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

1-19-23  
Date Submitted (month, day, year)

On-going  
Date of Action on Contract or Purchase (month, day, year)

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

Signed: Scott K. [Signature]  
(Signature of Public Servant)

Date: 1-19-2023  
(month, day, year)

Printed Name: SCOTT K. [Signature]  
(Please print legibly.)

Email Address: scottk@emerald-ia.gov

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



## UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

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

### Indiana Code 35-44.1-1-4

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

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

1. **Name and Address of Public Servant Submitting Statement:** Kurt Weddington  
23402 Mule Barn Rd, Sheridan, IN 46069
2. **Title or Position With Governmental Entity:** Station Captain
3. a. **Governmental Entity:** City of Carmel Fire Department  
b. **County:** Hamilton
4. **This statement is submitted (check one):**  
a.  as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or  
b.  as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. **Name(s) of Contractor(s) or Vendor(s):** KTW Enterprises, Inc.  
\_\_\_\_\_  
\_\_\_\_\_
6. **Description(s) of Contract(s) or Purchase(s)** *(Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):*  
Landscape and hauling of materials  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

owner of KTW Enterprises, varies based upon amount of work

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(Attach extra pages if additional space is needed.)

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

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

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

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

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Elected Official

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Office

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

Jan 25, 2023  
Date Submitted (month, day, year)

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

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

Signed:   
(Signature of Public Servant)

Date: Jan 25, 2023  
(month, day, year)

Printed Name: Kurt Weddington  
(Please print legibly.)

Email Address: kurtweddington@outlook.com

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



January 24, 2023

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

**RE: LANE CLOSURE, SIDEWALK CLOSURE, OPEN PAVEMENT CUT- OLD MERIDIAN AND MAIN**

Dear Board Members:

Chad James with HWC Engineers is requesting approval for open pavement cuts and related traffic restrictions to install infrastructure associated with upcoming redevelopment at the southeast corner of Old Meridian and Main Street (exhibit attached). Closure of the eastbound lane of Main Street, east of Old Meridian will be required to facilitate utility and street improvements. The sidewalk along Old Meridian and Main Street will be closed until a new path is constructed with the redevelopment project.

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

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Any damage to the existing improvements within the City of Carmel right of way shall be restored to the satisfaction of the City when work is completed.
- The petitioner agrees to work with the Department of Engineering on the establishment of a detour route prior to the closure of a lane or sidewalk. Signage identifying the closure and detour route shall be placed prior to closure of the street and maintained for the duration of the work period.
- Petitioner agrees to post proper road & sidewalk closure signage during the duration of the work. Signage for the sidewalk closure, measuring at least 12" x 18", stating "SIDEWALK CLOSED" shall be placed prior to closure of the sidewalk.
- Emergency access to adjoining properties of the work site shall remain in place at all times. Notification to adjoining property owners shall be made 48 hours prior to commencement of work activities.
- Any open pavement cuts remaining open during overnight non-working hours shall be covered with a steel plate, anchored and secured in place.
- Construction in dedicated City Right-of-Way shall be restored in compliance with all City codes and standards.

Sincerely,

Jeremy Kashman, P.E.  
City Engineer



December 20, 2022

Jeremy Kashman  
City Engineer  
Department of Engineering  
One Civic Square  
Carmel, IN 46032

**RE: Board of Public Works Request Letter  
Old Meridian & Main**

Dear Mr. Kashman,

The Old Meridian and Main Development requires approval from the City of Carmel Board of Public Works for construction and installation for the following items: public storm sewer infrastructure, public roadway improvements, and public sidewalk improvements.

#### **Public Roadway Improvements**

The proposed development will remove the existing curb and gutter on the south side of Main Street, along the entire frontage for the proposed development and a portion within the existing round-a-bout. Along the south side of Main Street, ten (10), parallel street parking spaces are being proposed, new curb and gutter will be installed along the new edge of pavement, and existing pavement south of the centerline will be milled and overlaid. There will also be a patch of existing asphalt removed and replaced with flush colored concrete. This lines up with the future median planned for Main Street but allows fire truck access and WB-67 delivery trucks to enter the proposed eastern driveway into the development. Additional curb and gutter is being removed and replaced within the limits of the round-a-bout. While working with the City of Carmel on the Right-of-way improvements, it was determined that Main Street would be narrowed to two (2) twelve (12) foot lanes east and west bound on Main Street at the round-a-bout. In order to ensure a smooth transition to the new curb line for Main street, a small adjustment was needed in the round-a-bout curb line.

With these proposed improvements, we are proposing to close down east bound Main Street from the round-a-bout to the western property of the proposed development. A 10' westbound lane would be maintained for the entirety of construction within the right-of-way. Please refer to Sheet C3.0 for additional information regarding the Maintenance of Traffic Plan.

#### **Public Sidewalk Improvements**

The proposed development will remove the existing concrete sidewalk and asphalt multi-use path along the entire frontage of the development (adjacent to Old Meridian, the round-a-bout, and Main Street. In the proposed conditions there will be a 10-foot concrete multi-use path along the entire frontage of the development. In addition, existing ADA ramps are being removed and replaced in the same location near the round-a-bout and proposed ADA ramps will be provided on each side of the proposed drives into the development.

With the proposed improvements, we are proposing to close down the sidewalk along the east side of Meridian Street and the south side of Main Street for the entirety of construction within and near the right of way. Please refer to Sheet C3.1 for additional information regarding the Pedestrian Maintenance of Traffic Plan.

**Public Storm Sewer Infrastructure**

In the existing conditions, there is a roadside ditch (for lack of better words) on the south side of Main Street, along the entire frontage of the proposed development. This ditch collects and conveys stormwater runoff from the dry detention basin for the existing round-a-bout, a portion of Main Street inlets, the ultimate outfall point for the The Signature development (north side of Main Street), and majority of the proposed development's stormwater. In order to provide pedestrian access from the proposed building to the on street parking spots, the roadside ditch is being filled in and a proposed 42-inch storm pipe is being utilized to convey all stormwater runoff to the ditch east of the proposed development. Due to all of the existing utility infrastructure located along the south side of Main Street, the constructability of the 42-inch storm line was going to be very difficult. We are proposing to install the 42-inch line within the edge of pavement along Main Street

If you have any questions or require additional information, please feel free to contact me at your convenience.

Sincerely,



Chad T. James, P.E.  
Senior Project Manager



January 24, 2023

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

**RE: SIDEWALK CLOSURE-CARMEL HISTORICAL SOCIETY-211 1<sup>ST</sup> ST SW**

Dear Board Members:

Chad James with HWC Engineers is requesting approval of sidewalk closures associated with the proposed Carmel Historical Society building at 211 1<sup>st</sup> ST SW (exhibit attached). The petitioner proposes to close the sidewalk fronting the property along 1<sup>st</sup> Street SW and Monon Blvd. The bike path along the east side of Monon Blvd will remain open. Construction fencing will be placed around the site perimeter to provide separation from people using the trail.

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

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Any damage to the existing improvements within the City of Carmel right of way shall be restored to the satisfaction of the City when work is completed.
- The petitioner agrees to work with the Department of Engineering on the establishment of a detour route prior to the closure of the sidewalk. Signage identifying the closure and detour route shall be placed prior to closure of the street and maintained for the duration of the work period.
- Petitioner agrees to post proper road & sidewalk closure signage during the duration of the work. Signage for the sidewalk closure, measuring at least 12" x 18", stating "SIDEWALK CLOSED" shall be placed prior to closure of the sidewalk.
- Construction in dedicated City Right-of-Way shall be restored in compliance with all City codes and standards.

Sincerely,

Jeremy Kashman, P.E.  
City Engineer



**HWC**  
ENGINEERING

**Confidence in the built environment.**

135 N. Pennsylvania, Suite 2800  
Indianapolis, Indiana 46204

[www.hwcengineering.com](http://www.hwcengineering.com)

To: City of Carmel  
City of Carmel Engineering Department  
One Civic Square  
Carmel, Indiana 46032

Date: December 23, 2022

Attn: Alex Jordan

Re: Carmel Clay History Museum – BPW Request Letter

Alex,

We would like to formally request the closure of the sidewalk, adjacent to the property, north and east of the site. The contractor would like to keep the fence behind the pavers so that construction doesn't damage them or the trees. See attached Site Utilization exhibit for additional information

Please let me know if there are any questions or if any additional information is needed.

Sincerely,

Chad James, PE  
Senior Project Manager

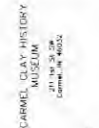
**SITE DEVELOPMENT KEYNOTES**

1. SEE SHEET 1001
2. SEE SHEET 1002

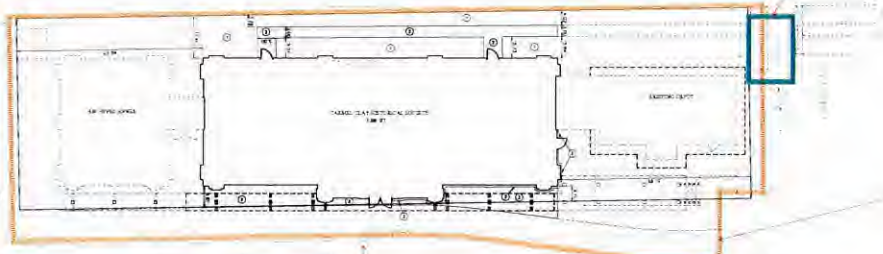


**LEGEND**

SYMBOL	DESCRIPTION
(Symbol)	EXISTING
(Symbol)	PROPOSED
(Symbol)	CONSTRUCTION FENCE
(Symbol)	PROPOSED SITE ACCESS
(Symbol)	NO CONSTRUCTION ACTIVITY



**SITE UTILIZATION**



Proposed site access location

Construction fence to be installed and maintained by contractor

No construction activity on bike path or in street/parallel parking lane

No construction activity on corner. To remain open during construction



January 24, 2023

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

**RE: GRANT OF DRAINAGE EASEMENT- 1077 3<sup>RD</sup> AVE SW-OZWELL FITNESS**

Dear Board Members:

The property owner at 1077 3<sup>RD</sup> AVE SW has requested the city accept a Grant of Drainage Easement associated with construction of a new fitness facility.

Attached are the required drainage easement documents. The Department of Engineering has reviewed the attached forms and found them sufficient for Board signatures.

Sincerely,

A handwritten signature in black ink, appearing to read "JK", is placed above the typed name of the signatory.

Jeremy Kashman, P.E.  
City Engineer

Cross Reference to Prior Deed of Record: Instrument No. 2021071618, in the Hamilton County, Indiana Recorder's Office

## DRAINAGE EASEMENT

This easement (the "Easement") is by and between 1077 3<sup>rd</sup> Ave LLC "Grantor") and the City of Carmel, Indiana (the "City"), by and through its Board of Public Works & Safety (the "Grantee") and shall have as its effective date the later of the date on which Grantor executes this Easement or the date on which Grantee executes this easement;

## RECITALS

A. Grantor is the owner of the real estate conveyed by the deed identified in the cross reference above (the "Grantor Parcel") located in Hamilton County, Indiana.

B. Grantee, in connection with Grantee's building renovation with minor site improvements for a new fitness facility (the "Project"), requires a drainage easement over a portion of the Grantor Parcel (herein referred to as the "Easement Area"). This Easement Area is more particularly described as follows:

See Exhibit A attached hereto and incorporated herein by this reference.

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

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive, perpetual easement over, under, through, across and upon the Easement Area for the purpose of drainage over, under, across, upon and through the Easement Area, for and pursuant to which easement Grantee shall have the right to make such alterations and improvements to the Project improvements as Grantee deems may be necessary or useful (the "Easement").

2. Obligations of Grantee. Subject to the terms described in Paragraph 1 hereof, and the Project improvements on the Easement Area, Grantee shall restore the Easement Area, to the extent practicable, to the condition as existed prior to the commencement of the Project, or maintenance, repair, or replacement thereto. Grantee shall install, maintain, repair, replace and service the Project improvements at Grantee's sole cost and expense. In the event the Grantee, its employees, or contractors are required to come upon the real estate contained in the Easement Area to replace, restore, or clear any drainage structures, ditches, drains, or swales contained therein, the Grantee shall only be liable to restore the Grantor's real estate to its previous grade, and to reseed and undertake erosion control measures as are required by 327 IAC 15-5, as amended. Grantor shall allow access to the Easement Area and surrounding area for any required maintenance, repair, replacement, service and updates.

3. Rights Retained by Grantor. Grantor shall retain unto itself, and its grantees, heirs, successors and assigns, and all others to whom Grantor may grant rights or easements, the right to use the Easement Area for any and all purposes and uses not inconsistent with the foregoing Easement and/or Grantee's rights and privileges thereunder.

4. Obligations of Grantor. Grantor shall keep the Easement Area free of any and all fences, structures, asphalt, gravel, concrete and/or other improvements or impediments other than those installed by the Grantee. Grantor shall not block, impede or interfere with the Project Improvements and Easement Area or Grantee's access thereto. Grantor shall make adequate provision for the proper drainage of surface water over and across Easement Area and surrounding area.

5. Easement and Covenants Appurtenant. The Easement granted, created and made herein, together with the benefits and privileges thereof, shall run with the Grantor Parcel and inure to the benefit of Grantee and its grantees, successors and assigns. The Easement granted, created and made herein, together with the burdens thereof, shall run with and bind the Grantor Parcel, and shall bind Grantor and its grantees, successors and assigns. All covenants and agreements of the Grantor and Grantee hereunder, together with the benefits and burdens thereof, shall be deemed to be real covenants which touch and concern the Easement Area and the Grantor Parcel, as applicable, shall run with the Easement Area and the Grantor Parcel, and shall inure to the benefit of and be binding upon Grantor and Grantee, as applicable, and their respective grantees, successors and assigns. All covenants and agreements hereunder may be enforced by an action for specific performance, and in the event that a party breaches any such covenant or agreement, the other party may further exercise any remedy available hereunder, at law or in equity, and recover from the breaching party all amounts expended in connection with exercising any such remedy (including without limitation, court costs and reasonable attorneys' fees).

6. Environmental Matters. The Grantor covenants and represents that to the best of its knowledge, information and belief, that the Grantor Parcel is not presently the subject of, nor under the threat of, any federal, state or local environmentally related lien, proceeding, claim, liability or action. The Grantor agrees that, as between the Grantor and the Grantee, the acceptance of this Agreement by the Grantee shall not increase the liability of the Grantee for environmentally related claims arising from or related to conditions on the Grantor Parcel prior to the acceptance of this Agreement.

7. Jurisdiction. The Grantor and the Grantor agree that any litigation associated with or arising from this Agreement shall be filed with a court of competent jurisdiction within the State of Indiana.

8. Other Obligations. The Grantor agrees that this Agreement shall not transfer to the Grantee any past, present or future obligation(s) of the Grantor to be responsible for, or to pay, any tax, assessment, or fee whatsoever that is associated with or related to the Grantor Parcel.

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



10. Complete Understanding. The Grantor and the Grantee agree that this Agreement, and the documents incorporated herein, represent the entire understanding between the Grantor and the Grantee as regards the subject matter hereof.

11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana, except for its conflict of laws provisions.

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

**GRANTOR**

By: 

Printed: Cemal Ozdemir

Title: CEO, 1077 3<sup>rd</sup> Ave LLC

GRANTEE

CITY OF CARMEL BOARD OF PUBLIC WORKS & SAFETY

\_\_\_\_\_  
James Brainard, Mayor

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

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

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

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

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

ATTEST:

---

Sue Wolfgang, Clerk

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

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Cemal Ozdemir, the Grantor, and who, having been duly sworn, acknowledged the truth and accuracy of the representations made herein and the execution of the foregoing Agreement.

Witness my hand and Notarial Seal this 16<sup>TH</sup> day of DECEMBER, 2020

My commission expires: 3/26/2024

I am a resident of HENDRICKS County, Indiana

[Signature]  
Notary Public  
Wendy KETTERMAN  
Printed Name



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

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the Grantee, and who, having been duly sworn, acknowledged the truth and accuracy of the representations made herein and the execution of the foregoing Agreement.

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

My commission expires: \_\_\_\_\_

I am a resident of \_\_\_\_\_ County, Indiana

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

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

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

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

## Exhibit 'A-1'

### DRAINAGE EASEMENT DESCRIPTION

The North 30 feet of the parcel conveyed to 1077 3rd Avenue, LLC in Instrument Number 2021071618 as recorded in the Office of the Recorder of Hamilton County, Indiana, located in the East Half of Section 36, Township 18 North, Range 3 East of the Second Principal Meridian, Clay Township of Hamilton County, Indiana, being more particularly described by Tyler J. Thompson, LS21400006 of Civil & Environmental Consultants, Inc. on November 1, 2022, as follows:

The following lead-in courses were taken from said Instrument Number 2021071618:

Commencing at the Northeast Corner of the Northeast Quarter of Section 36, Township 18 North, Range 3 East; thence South 00 degrees 00 minutes 00 seconds East (assumed bearing) on and along the east line thereof 1188.00 feet; thence South 89 degrees 27 minutes 30 seconds West parallel with the north line of said quarter section 760.27 feet to the west right of way line of the L & N (Monon) railroad; thence South 00 degrees 38 minutes 00 seconds East on and along said right of way line 832.77 feet to the beginning of a 03 degree 00 minutes spiral curve; thence southerly on and along said right of way line and spiral curve to the right 198.28 feet to a point subtended by a chord having a length of 198.26 feet which bears South 00 degrees 21 minutes 40 seconds West from the last described point, said point being common to said spiral curve and a circular curve to the right having a radius length of 1877.98 feet which bears North 87 degrees 37 minutes 58 seconds west; thence southwesterly on and along said right of way line and curve 205.25 feet to the TRUE BEGINNING POINT of this description; thence North 89 degrees 39 minutes 39 seconds West along the north line of said parcel a distance of 375.62 feet to the east right-of-way of 3rd Avenue SW; thence South 00 degrees 38 minutes 00 seconds East along said right-of-way a distance of 30.00 feet; thence South 89 degrees 39 minutes 39 seconds East parallel with and 30 feet south of the north line of said parcel a distance of 370.31 feet to the west right-of-way of said railroad being a point on a non-tangent curve to the left having a radius of 1,877.08 feet, the radius point of which bears North 80 degrees 05 minutes 55 seconds West; thence northerly along said right-of-way an arc distance of 30.38 feet to the Point of Beginning, which bears South 81 degrees 01 minutes 34 seconds East from said radius point, containing 0.257 acres of land, more or less.

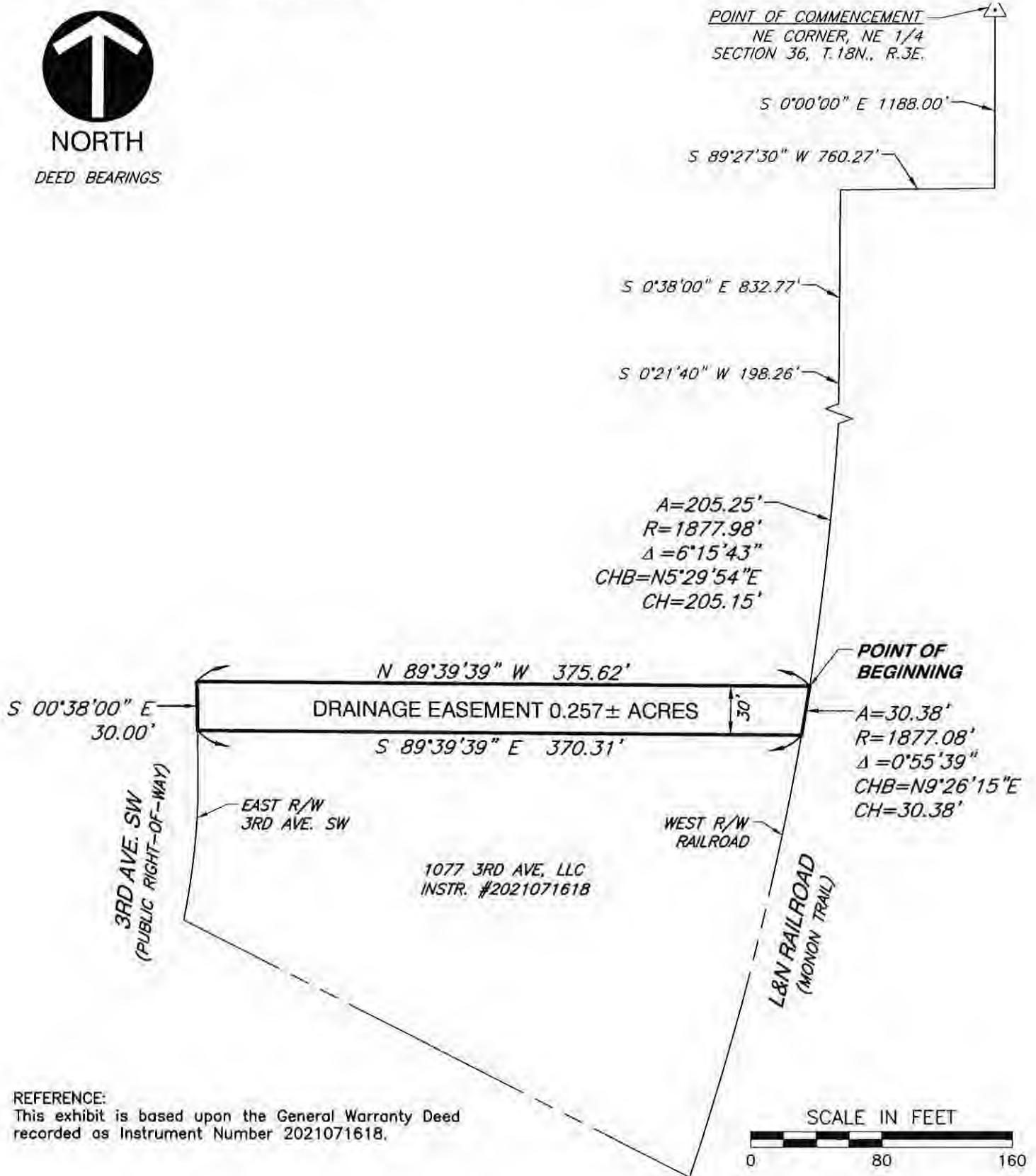
# Exhibit 'A-2'

## 30' WIDE DRAINAGE EASEMENT



**NORTH**

DEED BEARINGS



**REFERENCE:**

This exhibit is based upon the General Warranty Deed recorded as Instrument Number 2021071618.



January 24, 2023

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

***RE: RIGHT OF WAY DEDICATION – SEASONS OF CARMEL APARTMENTS***

Dear Board Members:

New Seasons, LLC, the property owner of the Seasons of Carmel apartments located at 98<sup>th</sup> and Westfield Blvd, has requested the Board approve a Dedication of Public Right of Way for Maple Drive and the 98<sup>th</sup> Street trail.

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

Sincerely,

A handwritten signature in black ink, appearing to read "J. Kashman", written over a light blue horizontal line.

Jeremy Kashman, P.E.  
City Engineer

ATTACHMENT: DEDICATION DOCUMENTS

**DEDICATION & DEED OF PUBLIC RIGHTS-OF-WAY - CORPORATE**

[A portion of Tax Parcel No. 17-14-07-03-01-016.000]

**THIS INDENTURE WITNESSETH:**

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

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

The Grantor assumes and agrees to pay real estate taxes and assessments on the Property for 2022 payable 2023 and all prior years. This obligation shall survive the conveyance of the Property and shall be enforceable by the Grantee in the event of any non-payment.

*[Signature page to follow]*

IN WITNESS WHEREOF, Grantor has executed this Instrument to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

GRANTOR:

New Seasons, LLC



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

Printed: Erik Stamell

Title: Manager

STATE OF Indiana )

COUNTY OF Madison ) SS:

Before me, the undersigned NOTARY PUBLIC, in and for said County and State, personally appeared Erik Stamell, the Manager of New Seasons, LLC, who acknowledged executing the foregoing Dedication and Deed of Public Rights-of-Way for and on behalf of said **limited liability company**.

Witness my hand and Notarial Seal this 15<sup>th</sup> day of January, 2023.

My Commission No./Expiration:

\_\_\_\_\_

  
Notary Public

My County of Residence:

\_\_\_\_\_



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

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

Prepared by: Jon Oberlander, Corporation Counsel, One Civic Square, Carmel, IN 46032





# City of Carmel

BOARD OF PUBLIC WORKS & SAFETY

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

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

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

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

SO ORDERED: CITY OF CARMEL BOARD OF PUBLIC WORKS & SAFETY

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

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

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

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

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

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

ATTEST:

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

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

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF HAMILTON    )

Before me, a Notary Public in and for said County and State, personally appeared JAMES BRAINARD, MARY ANN BURKE and LORI WATSON, by me known, and by me known to be the Members of the City of Carmel Board of Public Works and Safety, and SUE WOLFGANG, Clerk of THE CITY OF CARMEL, who acknowledged the execution of the foregoing Dedication and Deed of Public Rights-of-Way on behalf of the City of Carmel, Indiana.

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

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

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

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

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

**EXHIBIT A**  
[Depiction of Property]

# EXHIBIT "A"

RIGHT-OF-WAY

PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 17 NORTH, RANGE 4 EAST, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 17 NORTH, RANGE 4 EAST; THENCE SOUTH 00 DEGREES 09 MINUTES 06 SECONDS WEST ALONG THE WEST LINE OF SAID QUARTER SECTION A DISTANCE OF 699.22 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 11 SECONDS EAST TO AND ALONG THE NORTH LINE OF INSTRUMENT NUMBER 2022020004 A DISTANCE OF 1104.05 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 31 MINUTES 11 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 40.00 FEET; THENCE SOUTH 00 DEGREES 22 MINUTES 35 SECONDS WEST A DISTANCE OF 115.13 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 120.00 FEET; THENCE ON AND ALONG SAID CURVE A DISTANCE OF 27.64 FEET, SAID CURVE ALSO BEING SUBTENDED BY A CHORD WITH A BEARING OF SOUTH 06 DEGREES 15 MINUTES 17 SECONDS EAST A LENGTH OF 27.58 FEET TO POINT OF REVERSE CURVE HAVING A RADIUS OF 750.00 FEET; THENCE ON AND ALONG SAID CURVE A DISTANCE OF 314.18 FEET, SAID CURVE BEING SUBTENDED BY A CHORD WITH A BEARING OF SOUTH 00 DEGREES 49 MINUTES 07 SECONDS EAST A LENGTH OF 311.89 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS OF 205.00 FEET; THENCE ON AND ALONG SAID CURVE A DISTANCE OF 40.86 FEET, SAID CURVE BEING SUBTENDED BY A CHORD WITH A BEARING OF SOUTH 05 DEGREES 28 MINUTES 18 SECONDS WEST A LENGTH OF 40.80 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 19 SECONDS EAST A DISTANCE OF 131.65 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 24 SECONDS EAST A DISTANCE OF 196.26 FEET TO THE EAST LINE OF SAID INSTRUMENT NUMBER 2022020004; THENCE SOUTH 00 DEGREES 20 MINUTES 55 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 20.00 FEET TO THE SOUTH LINE OF SAID INSTRUMENT NUMBER 2022020004; THENCE NORTH 89 DEGREES 30 MINUTES 24 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 1275.51 FEET TO A POINT ON THE WEST LINE OF SAID INSTRUMENT NUMBER 2022020004; THENCE NORTH 00 DEGREES 09 MINUTES 06 SECONDS EAST ALONG SAID WEST LINE A DISTANCE OF 20.00 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 24 SECONDS EAST 1039.06 FEET; THENCE NORTH 00 DEGREES 14 MINUTES 19 SECONDS WEST A DISTANCE OF 131.14 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 245.00 FEET; THENCE ON AND ALONG SAID CURVE A DISTANCE OF 46.84 FEET, SAID CURVE BEING SUBTENDED BY A CHORD WITH A BEARING OF NORTH 05 DEGREES 28 MINUTES 18 SECONDS EAST A LENGTH OF 48.76 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS OF 710.00 FEET; THENCE ON AND ALONG SAID CURVE A DISTANCE OF 297.42 FEET, SAID CURVE BEING SUBTENDED BY A CHORD WITH A BEARING OF NORTH 00 DEGREES 49 MINUTES 07 SECONDS WEST A LENGTH OF 295.25 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS OF 160.00 FEET; THENCE ON AND ALONG SAID CURVE A DISTANCE OF 36.85 FEET, SAID CURVE BEING SUBTENDED BY A CHORD WITH A BEARING OF NORTH 06 DEGREES 13 MINUTES 17 SECONDS WEST A LENGTH OF 36.77 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 35 SECONDS EAST A DISTANCE OF 115.21 FEET TO THE PLACE OF BEGINNING.

CONTAINING 7.164 ACRES, MORE OR LESS.

I, GEORGE W. CHARLES, II, A REGISTERED LAND SURVEYOR IN THE STATE OF INDIANA, DO HEREBY CERTIFY THAT THIS DESCRIPTION IS BASED ON WARRANTY DEED IN INSTRUMENT NUMBER 2022020004, AS RECORDED IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA. NO FIELDWORK WAS PERFORMED AND THEREFORE, THIS DESCRIPTION IS SUBJECT TO ANY OVERLAPS, GAPS OR INCONSISTENCIES THAT A FIELD SURVEY MIGHT REVEAL.

PREPARED BY:



*G. W. Charles II*

GEORGE W. CHARLES, II  
INDIANA LAND SURVEYOR  
NO. LS 20800117

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

COUNTY: HAMILTON  
 SECTION: 7  
 TOWNSHIP: 17 NORTH  
 RANGE: 4 EAST

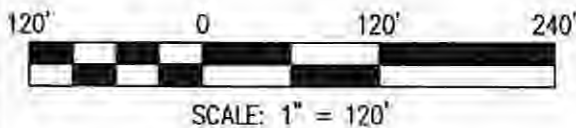
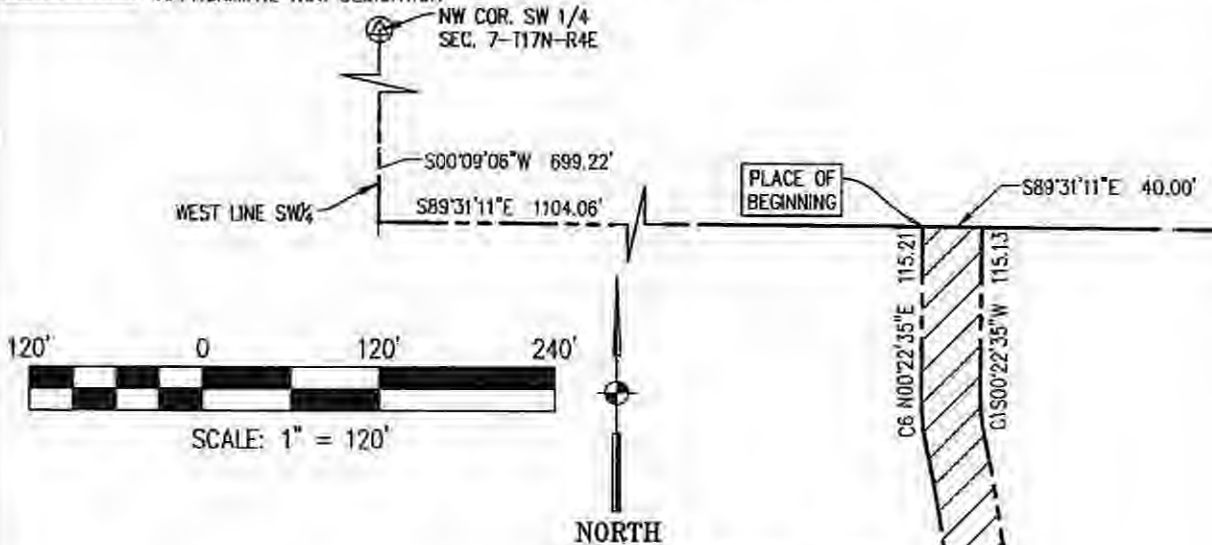
# EXHIBIT "B"

DRAWN BY : DEP 10/20/22  
 CHECKED BY : GWC

RIGHT-OF-WAY

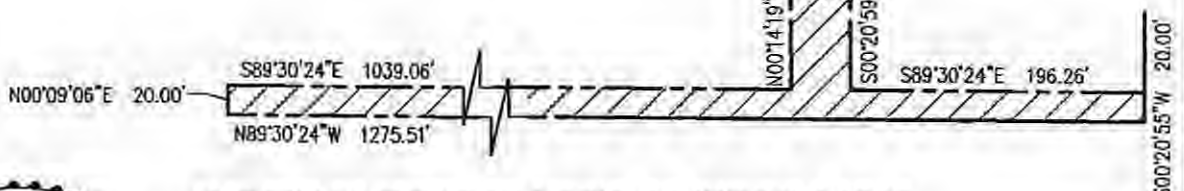
OWNER: NEW SEASONS, LLC

 HATCHED AREA IS THE APPROXIMATE ROW DEDICATION



Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C1	27.64'	120.00'	S06°13'17\"E	27.58'
C2	314.18'	750.00'	S00°49'07\"E	311.89'
C3	40.86'	205.00'	S05°28'18\"W	40.80'
C4	48.84'	245.00'	N05°28'18\"E	48.76'
C5	297.42'	710.00'	N00°49'07\"W	295.25'
C6	36.85'	160.00'	N06°13'17\"W	36.77'

NEW SEASONS LLC  
 INST. NO. 2022020004



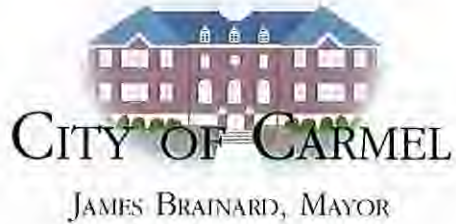
NO FIELDWORK WAS PERFORMED AND THEREFORE, THIS DESCRIPTION IS SUBJECT TO ANY OVERLAPS, GAPS OR INCONSISTENCIES THAT A FIELD SURVEY MIGHT REVEAL. THIS PLOT AND BASIS OF BEARING IS BASED ON A WARRANTY DEED RECORDED IN INSTRUMENT NUMBER 2022020004 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

*G. W. Charles II*

GEORGE W. CHARLES, II  
 INDIANA LAND SURVEYOR  
 NO. LS 20800117

10-28-22  
 DATE





January 24, 2023

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

***RE: STORMWATER TECHNICAL STANDARDS WAIVER – OLD MERIDIAN AND MAIN STREET***

Dear Board Members:

Chad James with HWC Engineering has requested a waiver from the Stormwater Technical Standards Manual in association with a proposed mixed use development at the southeast corner of Old Meridian and Main Street.

The Department of Engineering, in review of the proposed conditions and design standards, has determined that the waivers requested are valid given the existing site constraints involved with the project and recommend approval.

Sincerely,

A handwritten signature in black ink, appearing to read "JK", is written over the typed name.

Jeremy Kashman, P.E.  
City Engineer



January 17, 2023

Alex Jordan  
Plan Review Coordinator  
City of Carmel Engineering Department  
Carmel City Hall  
One Civic Square, Carmel, IN 46032

RE: Variance Request Letter  
CRC PZ-2022-00181 DP ADLS ERS Old Meridian and Main - Mix Use

Mr. Jordan,

Per the recent drainage review by City of Carmel for ERS Old Meridian & Main as part of Carmel TAC Meeting, I am following up with a variance request to the City of Carmel, IN Stormwater Technical Standards Manual as listed below:

- 1. Reference #30 - 102.03.i.b - Please verify that there are no direct discharge areas**  
*Response: There is a small portion of the site (0.06 acres of grass area only) on the southeast corner of the development that directly discharges into the existing detention basin on Rose Walk. We have reviewed the Rose Walk drainage report and they are providing detention for 0.17 acres of the existing site, consisting mostly of existing paved parking lot). We are reducing the CN value, acreage, and ultimately the number of cfs directly discharging off-site. Calculations and exhibits can be found in the revised drainage report. We would like to request a variance to allow for the 0.06 acres of grass area to continue to discharge to the existing detention basin off-site.*
- 2. Reference #45 - 104.02 - The building elevations on these buildings need to be revised. The finished floors and flood protection grades for these buildings are only 0.1' to 0.2' above the local flooding source. We require these elevations for to 1' above the ponding. Please revise.**  
*Response: Due to the site being so tight and having a lot of plaza/courtyard area where ADA slopes are required in all directions, we are not able to get the ponding elevations 1' below the finished floor elevations. We would like to request a variance for this requirement.*
- 3. Reference #46 - 104.02 - These elevations will need to be raised above the proposed ponding in the courtyards. These elevations will need to be 1' above the ponding in the courtyards.**  
*Response: Due to the site being so tight and having a lot of plaza/courtyard area where ADA slopes are required in all directions, we are not able to get the ponding elevations 1' below the finished floor elevations. We would like to request a variance for this requirement.*
- 4. Reference #75 - 104.02 - The building's lowest entry elevation that is adjacent to and facing a road shall be a minimum of 12 inches above the road elevation.**  
*Response: Due to the site being so tight and having a lot of plaza/courtyard area where ADA slopes are required in all directions, we are not able to get the building's FFE 12 inches above the road elevation at certain locations (mainly the northeast corner of the building). We would like to request a variance for this requirement.*
- 5. Reference #77 - 104.02 - The 100-year elevation of stormwater detention facilities shall be separated by not less than 25 feet from any building or structure to be occupied.**  
*Response: With the proposed development utilizing an underground detention facility located underneath the parking garage, we are not able to provide the 25 foot separation from the proposed building to the 100-year water surface elevation. We would like to request a variance for this requirement.*



6. Reference #78 – 302.06.10 - Detention basins, assumed full to the 100-year water surface elevation or the emergency overflow weir elevation, whichever is higher, shall be placed within a common area either platted or legally described and recorded as a perpetual stormwater easement. A minimum of fifteen (15) feet horizontally from the top of bank of the facility, or the 100-year pool if no defined top of bank is present, shall be dedicated as permanent stormwater easement if the above-noted boundary of the common area does not extend that far.  
*Response: With the proposed development utilizing an underground detention facility under the proposed parking garage, we are not able to meet this requirement. We would like to request a variance for this requirement.*
7. Reference #84 – 303.07 - MFPG and FFE shall be minimum of 1' above the local ponding elevation.  
*Response: Due to the site being so tight and having a lot of plaza/courtyard area where ADA slopes are required in all directions, we are not able to get the ponding elevations 1' below the finished floor elevations. We would like to request a variance for this requirement.*
8. 501.03 – A minimum drop of 0.1 foot through manholes and inlet structures should be provided.  
*We have provided a 0.1' drop in all structures that would still provide the minimum 2.5' of cover over the pipe. Some runs of pipe do not have the 0.1' drop in order to meet the minimum cover requirement, ensure that connections to existing pipes provide positive drainage, or keep the underground detention facility as low as possible. We would like to request a variance for this requirement.*

In the interim, if you should have any questions, or are in need of additional information, please feel free to contact me at your convenience.

Sincerely,



Chad T. James, P.E.  
Senior Project Manager



January 24, 2023

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

**RE: STORMWATER TECHNICAL STANDARDS WAIVER – CARMEL HISTORICAL SOCIETY - 211 1<sup>ST</sup> ST SW**

Dear Board Members:

Chad James with HWC Engineering has requested a waiver from the Stormwater Technical Standards Manual in association with a proposed building for the Carmel Historical Society at 211 1<sup>st</sup> ST SW.

The Department of Engineering, in review of the proposed conditions and design standards, has determined that the waivers requested are valid given the existing site constraints involved with the project and recommend approval.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Kashman".

Jeremy Kashman, P.E.  
City Engineer



**HWC**  
ENGINEERING

Confidence in the built environment.

135 N. Pennsylvania, Suite 2800  
Indianapolis, Indiana 46204

[www.hwcengineering.com](http://www.hwcengineering.com)

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

Date: December 23, 2022  
Attn: Alex Jordan, John Thomas

Re: Carmel Historic Society Building

Alex, John,

Please consider this letter as a formal request to seek Waivers for the following items at Carmel Historic Society Building:

Carmel Stormwater Technical Standards Manual Section 303.07: Drainage System Overflow Design

The Finished floor elevation is required to be 1' above the adjacent roadway and the MFPG is required to be 1' above the local ponding resulted in the 100-year clogged condition.

*Due to the existing grades along the east side of the property and being required to meet ADA requirements at the main entrance of the building (eastern entrance), the finished floor elevation has to be at 828.10. On the southside of the building we are approximately 10" above top of curb. However, with Monon Boulevard increasing in elevation as you move north along the property line, on the north side of the building, the building is about 4" below the existing top of curb.*

*Same issue with the MFPG. With the owner/developer wanting a Monon Boulevard access on the north side of the building, it has created a low point on the north side of the building. In order to match FFE at the door location while maintaining ADA compliant slopes, and matching at the existing Monon trail elevations, the overflow elevation for that area, will be about 5" above FFE. We would like to request a variance from these requirements.*

UDO 5.21.C - Bufferyards (C2 District Only)

The minimum bufferyard width shall be equal to the building height of the nearest building to each side or rear lot line, not to exceed thirty-five (35) feet.

*We have placed the building along the east property line (as far east as we possibly can). This has allowed us to maximize the rear yard on the west side of the property. However, due to the size of the building, we are only able to provide ±15 feet. We would like to request a variance from the 35' buffer yard requirement for this project.*

Please let me know if there are any questions or if any additional information is needed.

Sincerely,

Chad James, PE  
Senior Project Manager



January 24, 2023

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

***RE: GRANT OF PERPETUAL STORM WATER QUALITY MANAGEMENT EASEMENT- 2606 W 96<sup>TH</sup> ST. -  
COLLEGE PARK CHRISTIAN CHURCH***

Dear Board Members:

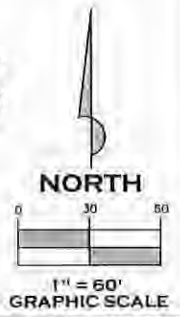
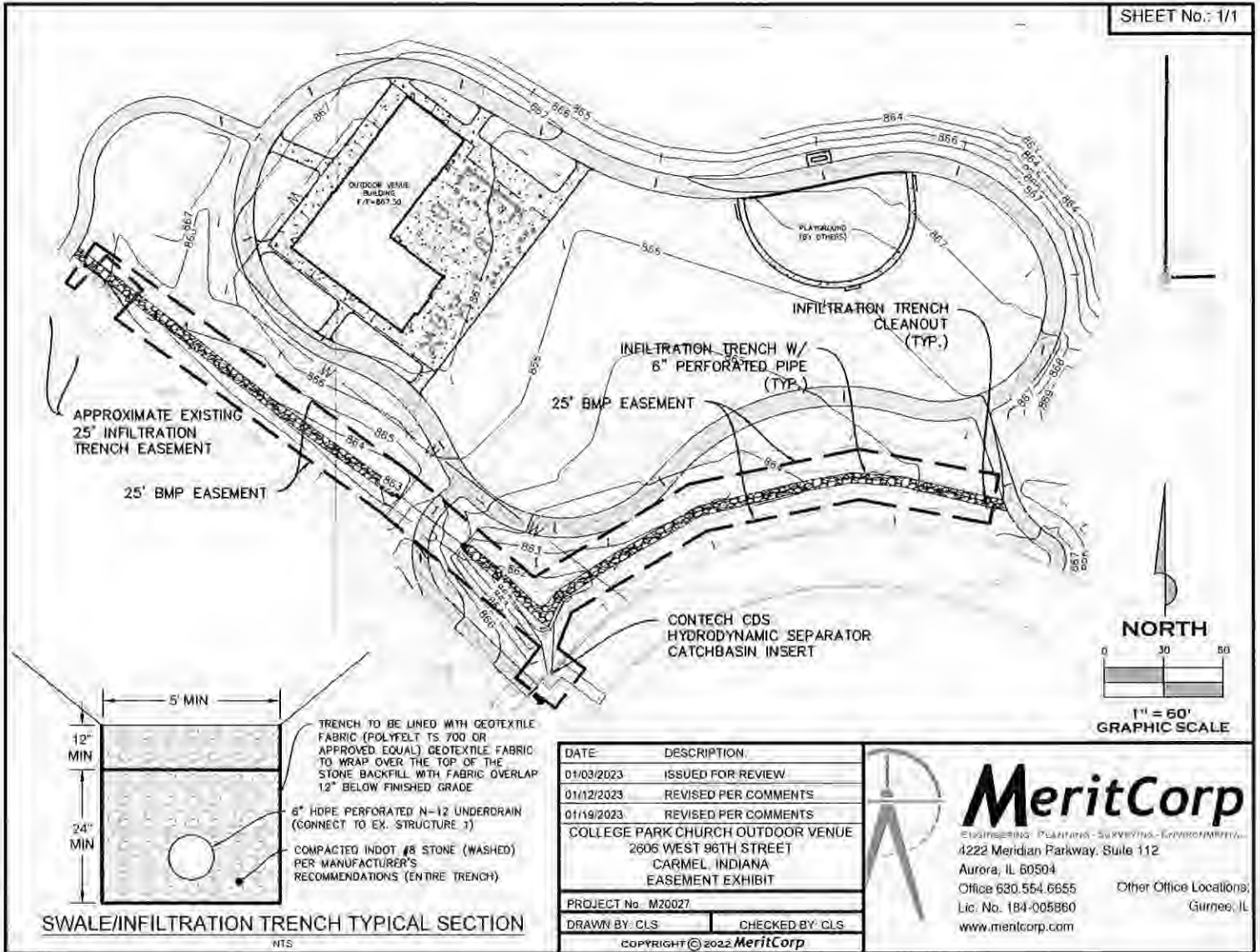
College Park Christian Church has requested the city accept a Grant of Perpetual Storm Water Quality Management Easement associated with construction of a new outdoor pavillion.

Attached are the required Grant of Perpetual Storm Water Quality Management Easement documents. The Department of Engineering has reviewed the attached forms and found them sufficient for Board signatures.

Sincerely,

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

Jeremy Kashman, P.E.  
City Engineer



DATE	DESCRIPTION
01/03/2023	ISSUED FOR REVIEW
01/12/2023	REVISED PER COMMENTS
01/19/2023	REVISED PER COMMENTS

COLLEGE PARK CHURCH OUTDOOR VENUE  
2606 WEST 96TH STREET  
CARMEL, INDIANA  
EASEMENT EXHIBIT

PROJECT No. M20027

DRAWN BY: CLS      CHECKED BY: CLS

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**MeritCorp**

ENGINEERING PLANNING SURVEYING ENVIRONMENTAL

4222 Meridian Parkway, Suite 112  
Aurora, IL 60504  
Office 630.554.6655      Other Office Locations:  
Lic. No. 184-005860      Gurnee, IL  
www.meritcorp.com

**PROPOSED BMP EASEMENT**

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 3 EAST, HAMILTON COUNTY, INDIANA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 0°23'15" EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 1052.54 FEET; THENCE NORTH 89°36'45" WEST, 342.45 FEET TO THE POINT OF BEGINNING; THENCE NORTH 79°34'29" WEST, 67.08 FEET; THENCE SOUTH 78°21'12" WEST, 78.60 FEET; THENCE SOUTH 58°58'22" WEST, 79.90 FEET; THENCE SOUTH 21°36'24" WEST, 19.16 FEET; THENCE SOUTH 52°32'08" EAST, 17.54 FEET; THENCE SOUTH 37°27'52" WEST, 25.00 FEET; THENCE NORTH 52°32'08" WEST, 24.99 FEET; THENCE NORTH 37°27'52" EAST, 19.95 FEET; THENCE NORTH 49°53'54" WEST, 106.44 FEET; THENCE NORTH 53°50'32" WEST, 165.10 FEET, MORE OR LESS, TO A SOUTHEASTERLY LINE OF APPARENT EXISTING 25 FOOT WIDE INFILTRATION TRENCH EASEMENT; THENCE NORTH 43°38'33" EAST ALONG SAID SOUTHEASTERLY LINE, 20.02 FEET; THENCE NORTH 46°21'27" WEST ALONG A NORTHEASTERLY LINE OF SAID EXISTING EASEMENT, FOR A DISTANCE OF 25.00 FEET; THENCE SOUTH 43°38'33" WEST ALONG A NORTHWESTERLY LINE OF SAID EXISTING EASEMENT, FOR A DISTANCE OF 23.30 FEET; THENCE NORTH 53°50'32" WEST, 5.26 FEET; THENCE NORTH 36°09'28" EAST, 25.00 FEET; THENCE SOUTH 53°50'32" EAST, 196.43 FEET; THENCE SOUTH 49°53'54" EAST, 82.50 FEET; THENCE NORTH 58°58'22" EAST, 91.19 FEET; THENCE NORTH 78°21'12" EAST, 87.75 FEET; THENCE SOUTH 79°34'29" EAST, 71.96 FEET; THENCE SOUTH 10°25'31" WEST, 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 13,670 SQUARE (0.314 ACRES), MORE OR LESS.

Cross Reference to Deed: xxxx-xxxxxx deed # 2010-035470 +  
2009-058199

## GRANT OF PERPETUAL STORM WATER QUALITY MANAGEMENT EASEMENT

This easement (the "Easement") is by and between the college park church Inc. (the "Grantor") and the City of Carmel, Indiana (the "City"), by and through its Board of Public Works & Safety (the "Grantee") and shall have as its effective date the later of the date on which Grantor executes this Easement or the date on which Grantee executes this easement;

### WITNESSETH THAT:

WHEREAS, Grantor is the owner of the real estate conveyed by the deed identified in the cross reference above (the "Real Estate");

WHEREAS, Grantor intends to construct a pavilion on the Real Estate and, in connection with the construction, development and operation of the private pavilion, the City has approved or will approve a Storm Water Management Permit (the "Permit"); and,

WHEREAS, the City requires this Easement in order to verify and require compliance with the terms and conditions of the Permit and all ordinances of the City applicable to storm water drainage and storm water quality management (collectively the "Ordinances").  
*the date of*

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby grants to the Grantee a non-exclusive, perpetual easement on the terms and conditions that follow:

Section 1. Easement Area. The portion of Real Estate on, under and through which this Easement exists is legally described and graphically depicted in what is attached hereto and incorporated herein by reference as Exhibits "A" in two parts (the "Easement Area").

Section 2. Storm Water Quality System. Located or to be located within the Easement Area, in the manner and areas specified in the Permit, is certain drainage and storm water quality infrastructure, which may include, without limitation, pervious pavement, manholes, infiltration basins, pipes, and structural and non-structural best management practices (collectively the "Storm Water Quality System") to be constructed, installed and maintained by Grantor, at Grantor's expense, in accordance with the Permit and the Ordinances.

Section 3. Purpose of Easement. Grantee shall be and hereby is permitted at all times to enter upon the Easement Area for purposes of (i) accessing, inspecting, examining, monitoring, testing and sampling the Storm Water Quality System, and (ii) identifying and verifying compliance with the requirements of the Permit and the Ordinances.

Section 4. Maintenance and Repair. It shall be Grantor's obligation to maintain in proper working order and to repair and/or replace the Storm Water Quality System, or parts thereof, such that (i) the effectiveness and performance of the Storm Water Quality System is not

diminished from the capabilities set forth in the Permit and (ii) the Storm Water Quality System remains in compliance with the Permit and the Ordinances.

Section 5. Failure of Storm Water Quality System. In the event that the condition of the Storm Water Quality System or the outflow therefrom violates or fails to comply with the requirements set forth in the Permit and/or any of the Ordinances, Grantee shall have the right, but not the obligation, after providing reasonable notice to Grantor, to perform, at Grantor's expense, such maintenance, repair, modification and/or replacement of the Storm Water Quality System as is necessary to restore compliance with the requirements set forth in the Permit and/or the Ordinances; provided, however, that the performance by Grantee of any such maintenance, repair, modification and/or replacement of the Storm Water Quality System shall under no circumstances relieve Grantor of its responsibility to maintain and operate the Storm Water Quality System, which responsibility shall be continuous and ongoing.

Section 6. Reimbursement of Expenses and Enforcement. Grantor shall reimburse Grantee for costs and expenses incurred by Grantee in the performance of the maintenance, repairs, modifications and/or replacements specified in Section 5 above and, in the event of litigation to recover such expenses, the prevailing party shall be entitled to recover reasonable attorney's fees.

Section 7. Character of Easement. This Easement shall be perpetual and, further, shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Section 8. Use by Grantor and Other Easements. Grantor shall be permitted to use the Easement Area and also to grant other easements within the Easement Area for any purposes which do not impair the Storm Water Quality System and which are not inconsistent or conflicting with this Easement and the Grantee's rights under this Easement.

Section 9. Amendment. This Easement may be amended only by a written instrument signed (i) by then owner of the Real Estate and Board of Public Works & Safety of Carmel, Indiana or its successor or (ii) by an order of a court of competent jurisdiction. In the event that the Real Estate is later redeveloped and, as such, the site plan made the subject of the Permit is revised, then the Grantee and then the owner of the Real Estate shall amend this Easement to reconfigure the Easement Area, accordingly, so that Easement Area is adjusted to and does not conflict with such revised site plan.





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

\_\_\_\_\_  
James Brainard, Mayor

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

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

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

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

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

ATTEST:

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

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

STATE OF INDIANA     )  
                                  )SS:  
COUNTY OF HAMILTON )

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

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

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

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

Residing in \_\_\_\_\_ County

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

STATE OF INDIANA        )  
  )SS:  
COUNTY OF HAMILTON    )

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

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

My Commission Expires:

\_\_\_\_\_

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

Residing in \_\_\_\_\_ County

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

STATE OF INDIANA        )  
  )SS:  
COUNTY OF HAMILTON    )

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

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

My Commission Expires:

\_\_\_\_\_

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

Residing in \_\_\_\_\_ County

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

STATE OF INDIANA        )  
                                  )SS:  
COUNTY OF HAMILTON    )

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

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

My Commission Expires:

\_\_\_\_\_

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

Residing in \_\_\_\_\_ County

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

Pursuant to IC 36-2-11-15(b)(2), I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law –  
Jon Oberlander, Esq.

Prepared by: Jon Oberlander, Corporation Counsel, One Civic Square, Carmel, IN  
46032

Return to: Jeremy Kashman, P.E., City Engineer, One Civic Square, Carmel, IN 46032



1/6/2023

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

**Re: Consent to Encroach (Flock Safety Cameras) at 10550 Hussey Ln**

Dear Board Members:

A Consent to Encroach document signed by Rose, Douglas C & Michelle M, owners of the property with the common address 10550 Hussey Ln , is submitted to the Board for signatures. A variance for the encroachment is also submitted to the Board of Public Works for approval during the 01/18/2023 BPW meeting.

The Department of Engineering has reviewed and approved the encroachment document. Upon approval and signature by the Board Members the document will be recorded with the Hamilton County Recorder's Office.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeremy Kashman".

**Jeremy Kashman, PE**  
City Engineer

ATTACHMENT: CONSENT TO ENCROACH DOCUMENT



1/6/2023

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

**Re: Request for Variance (Flock Safety Cameras) at 10550 Hussey Ln**

Dear Board Members:

Rose, Douglas C & Michelle M, owner of the property with the common address 10550 Hussey Ln, have requested a variance from the Carmel City Code Section 6-227(a)(4) for the installation of a Flock Safety Cameras within a portion of the lot which will encroach into those segments of Hussey Lane which are contiguous to the Real Estate. Generally, the improvement is proposed to be installed at the location indicated on the attached exhibit.

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

- Petitioners enter into a Consent-to-Encroach Agreement with the City and record the Agreement. (we will record the agreement for you).
- Petitioners (and successors and assigns) agree to remedy any drainage issues resulting from the installation of the improvement that, in the opinion of the City, represents a Detriment as defined in City Code.

Respectfully,

**Jeremy Kashman, PE**  
City Engineer



### CONSENT TO ENCROACH

THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Rose, Douglas C & Michelle M, 10550 Hussey Ln, Carmel, Hamilton County, Indiana 46032, (individually and collectively, "Owner"), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety ("City").

#### WITNESSETH:

WHEREAS, Owner owns in fee simple certain real estate which is located within the corporate limits of the City of Carmel, Indiana and is more particularly described in Exhibit A (the "Real Estate"), attached hereto and incorporated herein by this reference; and

WHEREAS, the current Owner wishes to install Flock Safety Cameras on the Real Estate (the "Encroachment") which will encroach into those segments of Hussey Lane (the "Right of Way") which are contiguous to the Real Estate and which are identified on the drawing attached hereto and incorporated herein by reference as Exhibit B (the "Drawing"), in the manner and locations shown on the Drawing; and

WHEREAS, City of Carmel Board of Public Works and Safety approves the Owner's request for a variance from Carmel City Code Section 6-227(4); and

WHEREAS, Owner and City acknowledge the location of the Encroachment; and

WHEREAS, Owner acknowledges that this Agreement does not imply any approval of existing or future improvements not indicated by Owner on Exhibit B; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties mutually promise, agree and covenant as follows:

1. The foregoing preambles, recitations and definitions are made a part hereof as though such were fully set forth herein.
2. The City consents to the Encroachment for only so long as
  - (i) the Encroachment exists; and
  - (ii) Owner complies with all of the terms and provisions of this Agreement.
3. Owner covenants and agrees not to extend, increase, modify, alter, landscape, reconfigure or otherwise change the Site Improvement from what is depicted on Exhibit B, and to maintain the Site Improvement in good condition and repair.

4. Owner agrees that City shall have the right to remove any portion of the Encroachment as City deems necessary, in City's sole discretion and that, should the City take such action, the City shall incur no obligation to repair, replace or reimburse Owner for the cost of any damages thereby caused to the Encroachment, the Real Estate, or to Owner
5. Owner agrees and acknowledges that the City's consent to encroach within the Right of Way, as provided in this instrument, regards the City's Right of Way interests only, and does not constitute permission or authority for the Owner to otherwise enter on, in, under, over, or upon the property interests of any other person without that person's consent even if such property interests are also located within the Right of
6. Owner agrees and acknowledges that the Encroachment, as provided in this instrument, does not violate any covenants and restrictions applicable to the Encroachment
7. Owner agrees that the Encroachment will not create standing water and/or other drainage problems that affect the City or adjacent property owners and that, if such problems arise, the City, in its sole discretion, may itself remove or may notify Owner who shall then immediately remove, all or any portion of the Encroachment as is necessary to correct such problems, at Owner's sole cost and expense.
8. Owner agrees that the water flow from the Encroachment shall be directed away from all street travel lanes and that water from the Encroachment shall not be permitted to spray onto, traverse or otherwise come into contact with any travel lanes or paved areas of any street or street intersection.
9. Owner agrees to repair or replace, at Owner's sole cost and expense and to the City's reasonable satisfaction, any utilities or improvements (whether located above, below or on the surface of the Right-of-Way) damaged as a result of the installation, construction, maintenance or operation of the Encroachment.
10. Owner agrees to install identification tape or identification wire on the Encroachment that will allow the City to readily determine the underground location of any Encroachment.
11. Owner agrees not to alter the ground surface elevation within the limits of the Right of Way at any time.
12. Owner agrees to reimburse City for any and all costs and expenses incurred by City to replace or repair any damage to the Right of Way and any improvements located therein caused by the installation, construction, maintenance and/or operation of the Encroachment.
13. Owner agrees to indemnify and hold harmless City, its officers, officials, members, employees, invitees, licensees and agents, (i) from and against any and all losses, liabilities, damages, claims, judgments, attorney fees and costs arising from any bodily injury, death or property damage occurring during the initial installation and during any subsequent use, maintenance or repair of the Encroachment and (ii) for any failure of proper disclosure pursuant to Paragraph 18 hereof.
14. The parties agree that the terms of this Agreement shall be binding upon and inure to the benefit of their respective heirs, administrators, successors and assigns.
15. The parties executing this Agreement represent and warrant that they are authorized to enter into and execute this Agreement for and on behalf of the party which they represent.



- 16. This Agreement shall be effective as of the date on which it is last executed by a party hereto.
- 17. The Owner agrees to provide full disclosure of this Agreement to all persons, entities and others who acquire by or through Owner any interest in the Real Estate on and after the effective date of this Agreement.

"OWNER"

PROPERTY OWNER

Douglas C Rose

Printed Name

Douglas C Rose

Signature

Date: January 17, 2023

PROPERTY OWNER

Michelle M Rose

Printed Name

Michelle M Rose

Signature

Date: January 17, 2023

STATE OF INDIANA )  
 ) SS:  
 COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Douglas C. Rose and Michelle M. Rose by me known, and who acknowledged the execution of the foregoing "CONSENT TO ENCROACH" as his or her voluntary act and deed.

Witness my hand and Notarial Seal this 17th day of January, 2023.

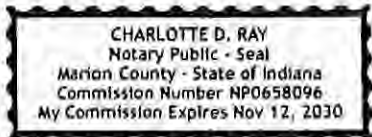
My Commission Expires:

November 12, 2030

Charlotte D. Ray  
 NOTARY PUBLIC

Charlotte D. Ray  
 Printed Name

My County of Residence: Marion



"CITY"

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

BY: \_\_\_\_\_  
James Brainard, Presiding Officer  
Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member  
Date: \_\_\_\_\_

\_\_\_\_\_  
Lori Watson, Member  
Date: \_\_\_\_\_

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

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF HAMILTON        )

Before me, a Notary Public in and for said County and State, personally appeared JAMES BRAINARD, MARY ANN BURKE and LORI WATSON, by me known, and by me known to be the Members of the City of Carmel Board of Public Works and Safety, and Sue Wolfgang, Clerk of THE CITY OF CARMEL, who acknowledged the execution of the foregoing "CONSENT TO ENCROACH" on behalf of the City of Carmel, Indiana.

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

My Commission Expires:

\_\_\_\_\_

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

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

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

This instrument was prepared by Jon Oberlander, Esquire, Assistant Corporation Counsel, One Civic Square, Carmel, Indiana 46032.

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

## Exhibit A

**Address:** 10550 Hussey Ln

**Legal Description:** Acreage 7.30 Section 10, Township 17, Range 3 KOSENE  
SUBDIVISION Lot 1 & Acreage





January 24, 2023

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

***RE: JACKSON'S GRANT ON WILLIAMS CREEK, SECTION 8 - SECONDARY PLAT***

Dear Board Members:

Republic Development has requested the secondary plat for Jackson's Grant on Williams Creek, Section 8 be placed on the Board of Public Works and Safety agenda for approval and signatures.

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

Sincerely,

A handwritten signature in black ink, appearing to read "JK", is written over a light blue horizontal line.

Jeremy Kashman, P.E.  
City Engineer

ATTACHMENT: MYLAR PLAT



January 24, 2023

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

**RE: WATERFRONT OF WEST CLAY, SECTION 5B - SECONDARY PLAT**

Dear Board Members:

Duane Sharrer with Weihe Engineers has requested the secondary plat for The Waterfront of West Clay, Section 5B be placed on the Board of Public Works and Safety agenda for approval and signatures.

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

Sincerely,

A handwritten signature in black ink, appearing to read "JK", is written over a light blue horizontal line.

Jeremy Kashman, P.E.  
City Engineer

ATTACHMENT: MYLAR PLAT