

Board of Public Works and Safety Meeting
Agenda
Wednesday, May 3rd, 2023 – 10:00 a.m.
Council Chambers City Hall, One Civic Square

MEETING CALLED TO ORDER

1. MINUTES

- a. **Minutes from the April 19th, 2023, Regular Meeting**

2. BID/QUOTE OPENINGS AND AWARDS

- a. **Bid Opening for BPW 23-STR-05 Path Preservation; Matt Higginbotham, Street Commissioner**
- b. **Bid Award for Digester Gas Piping Replacement Project; John Duffy, Director of the Department of Utilities**

3. PERFORMANCE BOND REDUCTION APPROVAL REQUEST

- a. **Resolution BPW 05-03-23-01; Village of West Clay - Uptown Townhomes; Erosion Control; OE Village of West Clay, LLC**

4. CONTRACTS

- a. **Request for Purchase of Goods and Services; Midwest Landscape Industries, Inc.; (\$25,504.00); Irrigation; Additional Services Amendment; Matt Higginbotham, Street Commissioner**
- b. **Request for Purchase of Goods and Services; Sexson Mechanical Company, LLC; (\$7,854.00); Maintenance Agreements – CSD & IDC; Additional Services Amendment; Matt Higginbotham, Street Commissioner**
- c. **Request for Purchase of Goods and Services; StreetScan, Inc.; (\$36,965.00); Pavement Scanning & Software; Additional Services Amendment; Matt Higginbotham, Street Commissioner**
- d. **Request for Purchase of Goods and Services; Lithko Restoration Technologies, LLC; (\$12,205.00); Sophia Square Waterproofing; CO #3; Matt Higginbotham, Street Commissioner**
- e. **Request for Purchase of Goods and Services; Club Car, LLC; (\$36,353.00 per annum); GPS Lease; Bob Higgins, Brookshire Golf Club**
- f. **Request for Purchase of Goods and Services; CrossRoad Engineers, P.C.; (\$440,650.00); 22-ENG-06 – Pennsylvania Street RAB – Design/Bid/Construction Inspection; Additional Services Amendment #8; Jeremy Kashman, City Engineer**
- g. **Resolution BPW 05-03-23-02; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Agreement Between City and Vendor; Great GrowIN's, LLC; (\$14,595.00); IT Data Center Building Addition and Remodel – Landscaping; Jim Crider, Director of Administration**
- h. **Request for Purchase of Goods and Services; MCCi; (\$1,043.84); Laserfiche Annual Subscription Renewal; Addendum #6 to Master Services Agreement 19555; Timothy Renick, Director of Information and Communication Systems**

5. REQUEST TO USE CITY STREETS/PROPERTY

- a. **Request to Use Sophia Square and Use/Close City Streets (Amended Request); Art of Wine; May 20, 2023; 4:00 PM – 10:00 PM; Sondra Schwieterman, City of Carmel**
- b. **Request to Use/Close City Streets and Use Midtown Plaza; Community Bicycle Event – Slow Roll Dinner Cruise; June 13, July 11, and August 8, 2023; 5:00 PM – 7:00 PM; Matt Tanner, Rollfast**
- c. **Request to Use/Close City Streets and Use Carmel Elementary School Parking Lot; Community Bicycle Event – Family Fun Ride; May 13, June 10, July 8, and August 12, 2023; 7:00 AM – 12:00 PM; Matt Tanner, Rollfast**
- d. **Request to Use Midtown Plaza and Use/Close City Streets; Midtown Block Party; May 13, 2023; 10:00 AM – 8:00 PM; Marissa Kay, City of Carmel**
- e. **Request to Use East Patio of Palladium; Wedding; September 14, 2024; 10:00 AM – 6:00 PM; Julie Block**
- f. **Request to Use Midtown Plaza; Field Trip to Watch Movie at Midtown; May 22, 2023; 12:00 PM – 2:00 PM; Amanda Jo Spurgeon, Carmel Elementary**
- g. **Request to Use Base of South Palladium Steps and Use/Close Carter Green Loop; Center Celebration 2023; September 23, 2023; 9:00 AM – 9:00 PM; Abigail Tomlin, The Center for the Performing Arts**
- h. **Request to Use Civic Square Fountain Area/Gazebo/Lawn and Japanese Garden; Wedding; June 16, 2023; 3:00 PM – 8:00 PM; Alex Conrad**
- i. **Request to Use Carter Green/Civic Square Gazebo and Use/Close City Streets; National Night Out; August 1, 2023; 9:00 AM – 9:00 PM; Dawn Fisher, Carmel Police Department**
- j. **Request to Use Palladium Patio or Carter Green; Wedding; June 24, 2023; 2:00 PM – 6:30 PM (Rehearsal June 23, 2023 5:00 PM – 6:00 PM); Kathy Ray, Hotel Carmichael**
- k. **Request to Use Civic Square Gazebo/Lawn; Public Concert; June 24, 2023; 3:00 PM – 8:30 PM; Charles Conrad, Indiana Wind Symphony**
- l. **Request to Use Midtown Plaza; Indy 500 Promotional Event; May 18, 2023; 5:00 PM – 8:00 PM; Chelsea Kopelman, Keeping Up in Carmel**
- m. **Request to Use/Close City Streets; Lakes at Hazel Dell Neighborhood HOA Camp Out; May 26-27, 2023; 3:00 PM – 8:00 AM; Alyona Tellez, Lakes at Hazel Dell HOA**
- n. **Request to Use Civic Square Gazebo/Lawn; Wedding; July 7, 2023; 2:00 PM – 5:00 PM (Rehearsal July 6, 2023 6:00 PM – 7:00 PM); Rosette Miller**
- o. **Request to Use/Close City Streets; Company Opening Party; June 30, 2023; 4:00 PM – 11:00 PM; Dan Moriarity, Studio M Architecture**
- p. **Request for EMS Services; Tennis Tournament at Carmel Racquet Club; July 1 – 3, 2023; 11:00 AM – 3:00 PM; Samuel Jamison, Midwestern Tennis Association**

6. OTHER

- a. **Request for Waiver of BPW Resolution No. 04-28-17-01/Lane Restriction; 3428 East 106th Street; Duke Energy**
- b. **Request for Curb Cut; 4455 W. 126th Street; Lawrence Wurtz, Property Owner**
- c. **Request for Consent to Encroach and Variance; 1570 Jensen Drive; Ashley & Alan Roncevic, Property Owners**

7. ADJOURNMENT

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3 **Board of Public Works and Safety Meeting**
4 **Minutes**
5 **Wednesday, April 19, 2023 – 10:00 a.m.**
6 **Council Chambers City Hall, One Civic Square**
7

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9 **MEETING CALLED TO ORDER**

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11 *Mayor James Brainard called the meeting to order at 10:04 AM*
12

13 **MEMBERS PRESENT**

14
15 *Mayor James Brainard, Board Members Lori Watson and Mary Ann Burke, Chief Deputy Clerk Jacob*
16 *Quinn and Deputy Clerk Jessica Komp were present.*
17

18 **MINUTES**

19
20 *Minutes from the April 5, 2023 Regular Meeting. Board Member Burke moved to approve. Board*
21 *Member Watson seconded. Minutes were approved 2-0 (Brainard abstained).*
22

23 **BID OPENING AND AWARD**

24
25 ***Quote Award for 23-STR-04 Road Preservation at Cherry Creek***

26 *James Rundle, Carmel Street Department, recommended awarding the quote to National Pavement*
27 *Maintenance, as they were the lowest, most responsive bidder. Board Member Burke moved to award*
28 *the bid to National Pavement Maintenance in the amount of \$65,070.00. Board Member Watson*
29 *seconded. Award approved 3-0.*
30

31 **CONTRACTS**

32
33 *Request for Purchase of Goods and Services; Applied Concepts, Inc.; (\$45,670.00); Dual 2 Antenna Radar*
34 *System; Additional Services Amendment; Board Member Burke moved to approve. Board Member*
35 *Watson seconded. Request approved 3-0.*
36

37 *Request for Purchase of Goods and Services; Blunk Safety Systems, Inc.; (\$219,613.86); Vehicle*
38 *Emergency Lighting Kits/Utility Cabinets/K9 Kennel; Additional Services Amendment; Board Member*
39 *Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*
40

41 *Request for Purchase of Goods and Services; CTW, Inc; (\$10,954.67); Multiconductor Wiring for New*
42 *Patrol Cars; Additional Services Amendment; Board Member Burke moved to approve. Board Member*
43 *Watson seconded. Request approved 3-0.*
44

45 *Request for Purchase of Goods and Services; Bayliss & Co., LLC; (\$2,500.00); Consulting for Public Art*
46 *on Two Roundabouts on Main Street: Education Corridor; Additional Services Amendment; Board*
47 *Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

Request for Purchase of Goods and Services; Murray & Trettel, Inc.; (\$7,350.00); Weather Command; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.
Request for Purchase of Goods and Services; Redlee/SCS Inc.; (\$35,944.80); Weather Command; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.
Request for Purchase of Goods and Services; Tank Industry Consultants, Inc; (\$20,000.00); Evaluation of Water Towers and Water Tanks; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.
Request for Purchase of Goods and Services; Tom Wood Ford, Inc.; (\$35,943.00); 2022 Ford Escape; Additional Services Amendment; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.
Request for Purchase of Goods and Services; 3D Company, Inc.; (\$21,026.40); 20-ENG-02 Intersection Improvements: 106th Street and College Ave RAB; CO #2; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.
Resolution BPW 04-19-23-01; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Agreement Between City and Vendor; Beam, Longest & Neff, LLC; (\$2,160.00); 560 3rd Ave SW – Buyer’s Agent; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

REQUEST TO USE CITY STREETS/PROPERTY

Request to Use Caucus Room; HOA Meeting for the Bonbar at Monon Lake Homeowners Association; June 7, 2023; 6:00 PM – 9:00 PM; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.
Request to Use Midtown Plaza; Carmel on Canvas Plein Air Competition; September 15-17, 2023; 7:00 AM – 6:00 PM; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

OTHER

Request for Stormwater Technical Standards Waiver; Carmel Midtown Development Parcel A; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.
Request for Consent to Encroach and Variance; 3314 Spruce Wood Ct.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

ADJOURNMENT

Mayor James Brainard adjourned the meeting at 10:07 a.m.

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APPROVED:

Sue Wolfgang – City Clerk

Mayor James Brainard

ATTEST:

Sue Wolfgang – City Clerk

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

Date: April 25, 2023
Resolution No: BPW-05-03-23-01

From: CITY ENGINEER

Principal: OE VILLAGE OF WEST CLAY, LLC

Surety: GREAT AMERICAN INSURANCE CO.

Board Members:

I have conducted final inspection at Village of West Clay Uptown Townhomes for the following improvements:

<u>ITEM</u>	<u>SURETY NUMBER</u>	<u>AMOUNT</u>
Erosion Control	E060967	\$64,613.12

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

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

<u>ITEM</u>	<u>AMOUNT</u>
Erosion Control	\$6,461.31

APPROVED:



Jeremy Kashman, City Engineer

Be it resolved by the board of Public Works and Safety, City of Carmel, Indiana on this 3rd day of May, 2023, that the performance guarantee for Village of West Clay Uptown Townhomes listed above is accepted and released by the City of Carmel, Indiana subject to any conditions listed above.

Signed: _____ (Presiding Officer)

_____ (Member)

_____ (Member)

Board of Public Works and Safety

Midwest Landscape Industries, Inc.
Street Department - 2023
Appropriation #2201 2201 43-509.00 Motor Vehicle Highway Fund; P.O. #108688
Contract Not To Exceed \$25,504.00

**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 Midwest Landscape Industries, Inc., (the "Vendor"), as City Contract dated February 18, 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

By:

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, Clerk

Date: _____

Midwest Landscape Industries, Inc.

By:

Jim Kiser
Authorized Signature

Jim Kiser
Printed Name

PRESIDENT - LANDSCAPE MANAGEMENT
Title

FID/TIN: _____

Date: 4/20/23

Exhibit A

City of Carmel Street Department 2023 Irrigation Service Contract Specifications

The City of Carmel has approximately 83 locations of irrigation to be started up and winterized. Contractor must start up and winterize each location, as listed below.

System Start-Up Details:

During irrigation system start-up, Contractor must perform the following at each location:

- Backflows must be tested and reported
- The main irrigation line must be filled and leaks must be checked
- All irrigation heads must be checked and adjusted

Contractor may begin irrigation start-up April 1st and must be completed by May 25th of each calendar year.

System Shut Down/ Winterization Details:

During system shut down, Contractor must perform the following at each location:

- Depressurize irrigation system
- Using compressed air, winterize system using industry standards

Contractor may begin winterization October 1st and must be completed by October 31st of each calendar year.

Any additional repairs to irrigation must be invoiced separately and priced as specified in the attached repair pricing sheet. Any location not started up or winterized within the specified window of time will not be invoiced to the City of Carmel.

Irrigation Locations and Midwest Itemized Costs:

Location	Price- Start Up	Price- Shut Down
1. 96 th & Westfield Blvd. RAB	\$194.00	\$94.00
2. 96 th & Springmill RAB	\$194.00	\$94.00
3. 96 th & Ditch RAB	\$194.00	\$94.00
4. 96 th & Towne Road RAB	\$194.00	\$94.00
5. 96 th & Shelborne Road RAB	\$194.00	\$94.00
6. 96 th & Commerce RAB	\$194.00	\$94.00
7. 106 th & Gray Road RAB	\$194.00	\$94.00
8. 106 th & Springmill Road RAB	\$194.00	\$94.00
9. 106 th & Illinois RAB	\$194.00	\$94.00
10. 106 th & Shelborne Road RAB	\$194.00	\$94.00
11. 106 th & Towne Road RAB	\$194.00	\$94.00
12. 106 th & Ditch RAB	\$194.00	\$94.00
13. 106 th & Keystone West RAB	\$194.00	\$94.00
14. 106 th & Keystone East RAB	\$194.00	\$94.00
15. 111 th & Illinois RAB	\$194.00	\$94.00
16. 111 th & Pennsylvania RAB	\$194.00	\$94.00
17. 111 th & Springmill Road RAB	\$194.00	\$94.00
18. 116 th & Springmill / Illinois RAB	\$194.00	\$94.00
19. 116 th & Clay Center RAB	\$194.00	\$94.00
20. 116 th & Ditch RAB	\$194.00	\$94.00
21. 116 th Shelborne Road RAB	\$194.00	\$94.00
22. 116 th Hazel Dell Pkwy RAB	\$194.00	\$94.00
23. 116 th & Gray Road RAB	\$194.00	\$94.00
24. 116 th & College RAB	\$289.00	\$189.00
25. 116 th Guilford RAB	\$289.00	\$189.00
26. 116 th & Keystone Pkwy East RAB	\$289.00	\$189.00
27. 116 th & Keystone Pkwy West RAB	\$289.00	\$189.00
28. 116 th & Rangeline Rd RAB		\$94.00
29. Medical Drive & Rangeline RAB		\$94.00
30. 116 th Medians West of Rangeline	\$194.00	\$94.00
31. 121 st & Shelborne Rd RAB	\$194.00	\$94.00

32. 126 th & Hazel Dell Road RAB	\$194.00	\$94.00
33. 126 th & Gray Road RAB	\$194.00	\$94.00
34. 126 th & Keystone West RAB	\$194.00	\$94.00
35. 126 th & Keystone East RAB	\$194.00	\$94.00
36. 126 th & Shelborne Road RAB	\$194.00	\$94.00
37. 126 th & Towne Road RAB	\$194.00	\$94.00
38. City Center & Kinzer RAB	\$194.00	\$94.00
39. City Center Median	\$194.00	\$94.00
40. City Center & Rangeline Road	\$289.00	\$189.00
41. City Center & 3 rd Ave.	\$289.00	\$189.00
42. N. Illinois & W. Carmel Drive RAB	\$194.00	\$94.00
43. W. 131 st & Shelborne Road RAB	\$194.00	\$94.00
44. W. 131 st & Towne Road RAB	\$194.00	\$94.00
45. 136 th & Keystone West RAB	\$194.00	\$94.00
46. 136 th & Keystone Pkwy East RAB	\$194.00	\$94.00
47. 136 th & Oakridge RAB	\$194.00	\$94.00
48. 136 th & Springmill Road RAB	\$194.00	\$94.00
49. 136 th & Ditch Road RAB	\$194.00	\$94.00
50. 136 th & Towne Road RAB	\$194.00	\$94.00
51. E. Smokey Rd & Carey Road RAB	\$194.00	\$94.00
52. Carey Road & Hawthorne RAB	\$194.00	\$94.00
53. 136 th & Gray Road RAB	\$194.00	\$94.00
54. 141 st & Springmill Road RAB	\$194.00	\$94.00
55. 141 st & Ditch Road RAB	\$194.00	\$94.00
56. 141 st & Towne Road RAB	\$194.00	\$94.00
57. Springmill Road & Dorset RAB	\$194.00	\$94.00
58. Smokey Row & Rangeline Road RAB	\$194.00	\$94.00
59. Oakridge Road & Adios Pass RAB	\$194.00	\$94.00
60. Oakridge Road & Bennett RAB	\$194.00	\$94.00
61. Hazel Dell & Avian Way RAB	\$194.00	\$94.00
62. City Center & Pennsylvania RAB	\$194.00	\$94.00
63. City Center & Carmel Drive RAB	\$194.00	\$94.00
64. City Center & Guilford Road RAB	\$194.00	\$94.00
65. Carmel Drive & Guilford Road RAB	\$194.00	\$94.00
66. Carmel Drive & Keystone East RAB	\$194.00	\$94.00
67. Carmel Drive & Keystone West RAB	\$194.00	\$94.00

68. W Main Street & Illinois / Springmill RAB	\$289.00	\$189.00
69. W Main Street & Clay Center RAB	\$194.00	\$94.00
70. Main Street & Gray Road RAB	\$194.00	\$94.00
71. Main Street & Keystone East RAB	\$289.00	\$189.00
72. Main Street & Keystone West RAB	\$289.00	\$189.00
73. Main Street & Hazel Dell Pkwy RAB	\$194.00	\$94.00
74. Main Street & 4 th Ave Fountain Only		
75. Main Street & Ditch RAB	\$194.00	\$94.00
76. Olivia on the Main	\$289.00	\$189.00
77. Executive Dr. / Carmel Dr. & Rangeline Rd	\$289.00	\$189.00
78. The Carter Green	\$194.00	\$94.00
79. The Palladium	\$289.00	\$189.00
80. The Tarkington		\$94.00
81. War Memorial Irrigation/ Reflection Pond	\$289.00	\$189.00
82. Civic Square Fountain	\$194.00	\$94.00
83. Sophia Square Irrigation		
84. Matt the Miller & Dog Run (Monon Steps)	\$194.00	\$94.00
85. Nash Fountain		

Date: 3/30/2023

PO #

Customer:

Mike Kalogeros
Carmel Street Department
3400 W 131st
Carmel, IN 46074

Property:

Carmel Street Department
3400 W 131st
Carmel, IN 46032

2023 Season irrigation service

System Start-up:

- Backflow test and report
- Fill mainline and leak Check
- Check and adjust heads

System Shut Down:

- Depressurize irrigation system
- Using compressed air, winterize system

Total: 2023 | \$25,504.00

NOTE: Fee inv

Additional Notes:

- * Backflow tests completed and paperwork submitted.
- * After RPZ test, remove all tags and install new test result tag.
- * During winterization, remove all old tags from backflow and add red winterization tags.
- * Notify Mike Kalogeros of completed RAB's
- * All major repairs MUST be approved by Mike Kalogeros

IRR: Seasonal Service

MT - Irrigation Open

Spring start-up, flushing and testing of systems.

Items	Quantity	Unit	Price/Unit	Price
83 Spring Start-up, Backflow test and 3 Backflow test only	84.00	ea	\$197.15	\$16,560.60

MT - Irrigation Open: \$16,561.09

MT - Irrigation Winterization

Shut down and blow out of all irrigation pipes of excess water to prevent freeze/thaw.

Items	Quantity	Unit	Price/Unit	Price
Irrigation System System Shut Down Commercial - Over 8 Zones	84.00	Zones	\$106.46	\$8,942.64
MT - Irrigation Winterization:				\$8,942.91
PROJECT TOTAL:				\$25,504.00

Payment Schedule

Schedule	Price	Sales Tax	Total Price
Irrigation Open	\$16,561.00	\$0.00	\$16,561.00
Irrigation Winterization	\$8,943.00	\$0.00	\$8,943.00
	\$25,504.00	\$0.00	\$25,504.00

Terms & Conditions

Startup

By _____
Jim Kisler

Date 3/30/2023

Midwest Landscape Industries,
Inc.

By _____

Date _____
Carmel Street Department

MIDWEST

LANDSCAPE INDUSTRIES

6800 E. 30th St.
Indianapolis, IN 46219
317-672-3788
www.mli-in.com



Service Call Rates: \$125.00 - This fee will be added to the service below if not already on site. If multiple sites need service, only 1 service call fee will be applied per technician per day.

April 18th, 2023

Remove and Replace and retest 1" RP: \$578.50
Remove and Replace and retest 1.5" RP: \$1014.00
Repair 1" PVC w Slip fix and coupler: \$149.5
Repair 1.25" PVC w Slip fix and coupler: \$162.50
Repair 1.5" PVC w Slip fix and coupler: \$195.00
Repair 2" PVC w Slip fix and coupler: \$227.50
Replace 1" Valve: \$136.00
Replace 1" Solenoid: \$86.00
Replace 1" Valve Diaphragm: \$65.70
Repair Cut Funny pipe \$34.95
Remove and replace 1804 \$53.20
Remove and replace 1812 \$67.10
Lower 1804 Sprinkler \$20.97
Lower 1812 Sprinkler \$58.70
Replace damaged or missing nozzle \$23.76
Remove and Replace Damaged Sprinkler Head 4" Body \$34.95
Remove and Replace Damaged Sprinkler Head 12" Body \$47.55
Repair broken drip line \$11.20
Repair broken drip fitting \$8.45
Replace Drip Line \$22.36
Remove and replace 10" valve box \$96.45
Remove and replace 12" valve box \$128.60
Raise valve box \$62.90
Lower valve box \$62.90
Remove and replace 1" valve \$135.60
Remove and replace 1" valve solenoid \$92.30
Remove and replace 1" valve diaphragm \$65.70

Thank you

Jim Kisler
President – Landscape Management
Midwest Landscape Industries
317-714-5623
jkisler@mli-in.com

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

108688

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	
4/19/2023			372342		
MIDWEST LANDSCAPE INDUSTRIES, INC			Street Department		
VENDOR	6800 E 30TH ST		SHIP TO	3400 W. 131st Street	
INDIANAPOLIS, IN 46219 -				Carmel, IN 46074-	
				Matt Higginbotham (317) 733-2001	
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS		FREIGHT
75871					
QUANTITY	UNIT OF MEASURE		DESCRIPTION		UNIT PRICE EXTENSION

Department: 2201 Fund: 2201 Motor Vehicle Highway FND

Account: 43-509.00

1 Each

irrigation

\$25,504.00

\$25,504.00

Sub Total \$25,504.00



Send Invoice To:

Street Department

3400 W. 131st Street

Carmel, IN 46074-

(317) 733-2001

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
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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

\$25,504.00

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

ORDERED BY

Lee Higginbotham
Commissioner

TITLE

CONTROLLER

CONTROL NO. **108688**

Sexson Mechanical Company, LLC

Street Department - 2023

Appropriation #1206 101 43-509.00 Fund, 2201 2201 43-509.00 Motor Vehicle Highway Fund; P.O. #s 108555, 108556

Contract Not To Exceed \$7,854.00

**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 Sexson Mechanical Company, LLC, (the "Vendor"), as City Contract dated January 18, 2023 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

By:

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, Clerk

Date: _____

Sexson Mechanical Company, LLC

By:

Authorized Signature

Printed Name

Title

FID/TIN: 35-19 52081

Date:



Preventative Maintenance Agreement For:

**Indiana Design Center
200 S Range line RD.
Carmel, IN 46032**

This Preventative Maintenance Agreement is designed to provide the following benefits:

- Increase Energy Efficiency
- Reduce Mechanical Failure
- Improve Comfort Conditions
- Improve Overall System Reliability
- Assist with Maintenance Issues

Sexson Mechanical Company will provide the services in accordance with the schedules, terms and conditions on the pages which are attached and listed below.

Type of Service:

Preventive Maintenance Program with inspections to be performed per attached document for one year. Any repairs will be invoiced at Preferred hourly rates.

Agreement coverage will begin on:

January 16th, 2023, through January 15th, 2024

The agreement price is **\$2,618.00** for one year, to be paid **\$1,309.00** per quarter.

The coverages included in this agreement, including terms, conditions and schedules attached, will constitute the entire agreement between Sexson Mechanical Company and City of Carmel. This agreement is the property of Sexson Mechanical Company and is provided for the customer's use only. No waivers, changes, or modification of any terms and conditions shall be binding on Sexson Mechanical Company unless made in writing and signed by authorized management of Sexson Mechanical Company.



This annual agreement shall continue in effect for one year unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date.

Sexson Mechanical Company

Customer

X

Clint Rempe
Service Account Manager

X

Authorized Representative

Emergency Services and Rates

Emergency services, repair labor and materials not covered by this agreement will be invoiced separately. Materials are billed at consumer list price plus 15%.

Hourly Rate – 7a.m. to 3:30p.m. Monday – Friday	\$ 95.00/hour
Overtime Rate	\$ 120.00/hour
Premium Hours Sundays and Holidays	\$ 150.00/hour
Truck Charge	\$ 75.00

These services are performed on a Time and Material basis. When circumstances permit, an estimate for the costs of alterations and repairs will be submitted for approval.



Schedule of Maintained Equipment
Indiana Design Center
Snow Melt System

Bi-annually (2x)
(2) Glycol Pumps
(2) Condensing Boilers
(1) Glycol Fill System

All maintenance will be performed according to the manufacturer's recommendations.



Terms and Conditions

General

1. Sexson Mechanical Company agrees to perform all work in a careful and workman-like manner and to furnish only materials of good quality.
2. The client agrees to operate and maintain the equipment covered by this agreement in accordance with the manufacturer's guidelines of operation
3. The customer will provide reasonable access to all areas and equipment.
4. All tests and inspections and non-emergency repair or replacement will be performed during normal working hours, 7:00 a.m. to 3:30 p.m., Monday through Friday.
5. Emergency repairs outside of normal working hours will be billed at overtime rates.
6. The customer will notify Sexson Mechanical Company of any defect in the system promptly when it becomes known to them.
7. If any emergency call is made at the customer's request and no defect is found to be present, Sexson Mechanical Company may charge the customer at the preferred customer rate for such services.
8. In addition to any price specified on the face hereof, the customer shall pay and be responsible for the gross amount of any present or future sales, use, excise, value added, or other similar tax, however designated, applicable to the price, sale or delivery or any products, services or the work furnished hereunder or for their use by Sexson Mechanical Company on behalf of the customer whether such tax shall be local, state or federal in nature. **This will include but not be limited to the recovery; recycling, reclamation, handling and disposal of all refrigerants or halons and the additional costs incurred for refrigerant tax and/or increased costs due to shortages.**
9. Payment for the maintenance agreement will be made in advance of the period during in which the service is provided.



-
10. Sexson Mechanical Company will adjust the price of this agreement annually on the anniversary date to reflect prevailing labor and material costs.
 11. Acceptance of this agreement by Sexson Mechanical Company assumes that all systems and equipment covered are in functioning condition. If repairs are found necessary during the new agreement start up inspection or an inspection visit, a repair proposal will be submitted for approval. If repair proposal is declined, the non-functioning items will be eliminated from the maintenance agreement and the agreement price adjusted accordingly or the agreement may be canceled or otherwise revised.
 12. Repair, replacement, and emergency service provisions apply only to the systems and equipment covered by this agreement. Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, piping, unit cabinets, insulating material, electrical wiring, structural supports, and other non-moving parts are not included in this agreement.
 13. If the system(s) or equipment covered is altered, modified, changed, or moved this agreement may be adjusted accordingly or terminated.

Limitations of Liability and Indemnities

1. Sexson Mechanical Company will not be liable for damage or loss caused by delay in installation or interrupted service due to fire, flood, corrosive substance in the air, strike lockout, dispute with workmen, inability to obtain material or services, commotion, war, partial or complete failure of the sprinkler system to function, act of God, or any other causes beyond Sexson Mechanical Company reasonable control.
2. In no event, whether as a result of breach of contract, or any tort including negligence or otherwise shall Sexson Mechanical Company or its suppliers, employees, or agents be liable for any special, consequential, incidental, or penal damage including, but not limited to, loss of profit or revenues loss of use of any products, machinery, equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, lost profits, or claims of Buyer's customers for such damages.
3. No other warranty or other liability is given and no other affirmation of Sexson Mechanical Company by word or action shall constitute a warranty. This warranty is expressly in lieu of any other expressed or implied warranty including any implied warranty or merchantability of fitness, and any other obligation on the part of Sexson Mechanical Company.



-
4. Sexson Mechanical Company warrants materials only to the extent and for the time period said materials are warranted to Sexson Mechanical Company by the manufacturer of the same. Sexson Mechanical Company liability, if any, upon any warranty, either expressed or implied, shall be limited to replacement of defective materials and correction of faulty workmanship which is in violation of local, state, or federal building codes at the time of performance of the work by Sexson Mechanical Company.



Preventative Maintenance Agreement For:

**Carmel Street Department
3400 131st Street
Carmel, IN 46074**

This Preventative Maintenance Agreement is designed to provide the following benefits:

- Increase Energy Efficiency
- Reduce Mechanical Failure
- Improve Comfort Conditions
- Improve Overall System Reliability
- Assist with Maintenance Issues

Sexson Mechanical Company will provide the services in accordance with the schedules, terms and conditions on the pages which are attached and listed below.

Type of Service:

Preventive Maintenance Program with inspections to be performed per attached document for one year. Any repairs will be invoiced at Preferred hourly rates.

Agreement coverage will begin on:

January 16th, 2023, through January 15th, 2024

The agreement price is **\$5,236.00** for one year, to be paid **\$1,309.00** per quarter.

The coverages included in this agreement, including terms, conditions and schedules attached, will constitute the entire agreement between Sexson Mechanical Company and City of Carmel. This agreement is the property of Sexson Mechanical Company and is provided for the customer's use only. No waivers, changes, or modification of any terms and conditions shall be binding on Sexson Mechanical Company unless made in writing and signed by authorized management of Sexson Mechanical Company.



This annual agreement shall continue in effect for one year unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date.

Sexson Mechanical Company

Customer

X

Clint Rempé
Service Account Manager

X

Authorized Representative

Emergency Services and Rates

Emergency services, repair labor and materials not covered by this agreement will be invoiced separately. Materials are billed at consumer list price plus 15%.

Hourly Rate – 7a.m. to 3:30p.m. Monday – Friday	\$ 95.00/hour
Overtime Rate	\$ 120.00/hour
Premium Hours Sundays and Holidays	\$ 150.00/hour
Truck Charge	\$ 75.00

These services are performed on a Time and Material basis. When circumstances permit, an estimate for the costs of alterations and repairs will be submitted for approval.



Schedule of Maintained Equipment
Carmel Street

Quarterly (4x):

- (1) Air Handler MUA
- (5) Electric reheats
- (4) Force heater
- (1) Return fan
- (1) Condensing unit

Annually (1x)

- (10) Exhaust fans
- Tube heaters

All maintenance will be performed according to the manufacturer's recommendations.



Terms and Conditions

General

1. Sexson Mechanical Company agrees to perform all work in a careful and workman-like manner and to furnish only materials of good quality.
2. The client agrees to operate and maintain the equipment covered by this agreement in accordance with the manufacturer's guidelines of operation
3. The customer will provide reasonable access to all areas and equipment.
4. All tests and inspections and non-emergency repair or replacement will be performed during normal working hours, 7:00 a.m. to 3:30 p.m., Monday through Friday.
5. Emergency repairs outside of normal working hours will be billed at overtime rates.
6. The customer will notify Sexson Mechanical Company of any defect in the system promptly when it becomes known to them.
7. If any emergency call is made at the customer's request and no defect is found to be present, Sexson Mechanical Company may charge the customer at the preferred customer rate for such services.
8. In addition to any price specified on the face hereof, the customer shall pay and be responsible for the gross amount of any present or future sales, use, excise, value added, or other similar tax, however designated, applicable to the price, sale or delivery or any products, services or the work furnished hereunder or for their use by Sexson Mechanical Company on behalf of the customer whether such tax shall be local, state or federal in nature. **This will include but not be limited to the recovery; recycling, reclamation, handling and disposal of all refrigerants or halons and the additional costs incurred for refrigerant tax and/or increased costs due to shortages.**
9. Payment for the maintenance agreement will be made in advance of the period during in which the service is provided.



-
10. Sexson Mechanical Company will adjust the price of this agreement annually on the anniversary date to reflect prevailing labor and material costs.
 11. Acceptance of this agreement by Sexson Mechanical Company assumes that all systems and equipment covered are in functioning condition. If repairs are found necessary during the new agreement start up inspection or an inspection visit, a repair proposal will be submitted for approval. If repair proposal is declined, the non-functioning items will be eliminated from the maintenance agreement and the agreement price adjusted accordingly or the agreement may be canceled or otherwise revised.
 12. Repair, replacement, and emergency service provisions apply only to the systems and equipment covered by this agreement. Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, piping, unit cabinets, insulating material, electrical wiring, structural supports, and other non-moving parts are not included in this agreement.
 13. If the system(s) or equipment covered is altered, modified, changed, or moved this agreement may be adjusted accordingly or terminated.

Limitations of Liability and Indemnities

1. Sexson Mechanical Company will not be liable for damage or loss caused by delay in installation or interrupted service due to fire, flood, corrosive substance in the air, strike lockout, dispute with workmen, inability to obtain material or services, commotion, war, partial or complete failure of the sprinkler system to function, act of God, or any other causes beyond Sexson Mechanical Company reasonable control.
2. In no event, whether as a result of breach of contract, or any tort including negligence or otherwise shall Sexson Mechanical Company or its suppliers, employees, or agents be liable for any special, consequential, incidental, or penal damage including, but not limited to, loss of profit or revenues loss of use of any products, machinery, equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, lost profits, or claims of Buyer's customers for such damages.
3. No other warranty or other liability is given and no other affirmation of Sexson Mechanical Company by word or action shall constitute a warranty. This warranty is expressly in lieu of any other expressed or implied warranty including any implied warranty or merchantability of fitness, and any other obligation on the part of Sexson Mechanical Company.



-
4. Sexson Mechanical Company warrants materials only to the extent and for the time period said materials are warranted to Sexson Mechanical Company by the manufacturer of the same. Sexson Mechanical Company liability, if any, upon any warranty, either expressed or implied, shall be limited to replacement of defective materials and correction of faulty workmanship which is in violation of local, state, or federal building codes at the time of performance of the work by Sexson Mechanical Company.

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

108556

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
2/21/2023			374136	
SEXSON MECHANICAL CORP		Street Department		
VENDOR 1001 COMMERCE PKWY S DR		SHIP TO 3400 W. 131st Street		
SUITE A		Carmel, IN 46074-		
GREENWOOD, IN 46143 -		Matt Higginbotham		(317) 733-2001
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
74395				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2201 Fund: 2201 Motor Vehicle Highway FND

Account: 43-509.00

1 Each

Maintenance Agreement - CSD

\$5,236.00

\$5,236.00

Sub Total

\$5,236.00



Send Invoice To:

Street Department

3400 W. 131st Street

Carmel, IN 46074-

(317) 733-2001

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
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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

\$5,236.00

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

ORDERED BY

Lee Higginbotham

Commissioner

TITLE

CONTROLLER

CONTROL NO. **108556**

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

108555

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
2/21/2023			374136	
SEXSON MECHANICAL CORP		Street Department		
VENDOR 1001 COMMERCE PKWY S DR		SHIP TO 3400 W. 131st Street		
SUITE A		Carmel, IN 46074-		
GREENWOOD, IN 46143 -		(317) 733-2001		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
74394				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1206 Fund: 101 General Fund

Account: 43-509.00

1 Each

Maintenance Agreement IDC

\$2,618.00

\$2,618.00

Sub Total

\$2,618.00



Send Invoice To:

Street Department

3400 W. 131st Street

Carmel, IN 46074-

(317) 733-2001

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
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SHIPPING INSTRUCTIONS

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*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

PAYMENT

\$2,618.00

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

ORDERED BY

Lee Higginbotham
Commissioner

TITLE

CONTROLLER

CONTROL NO. **108555**

StreetScan, Inc.
Street Department - 2023
Appropriation #2201 2201 Motor Vehicle Highway Fund; P.O. #108623
Contract Not To Exceed \$36,965.00

**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 StreetScan, Inc., (the "Vendor"), as City Contract dated June 1, 2022 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

By:

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

Date: _____


ATTEST:

Sue Wolfgang, Clerk

Date: _____

StreetScan, Inc.

By:



Authorized Signature

Jon-Erik Dillon

Printed Name

CEO

Title

FID/TIN: 472978127

Date: April 25th 2023



603 Salem Street
Wakefield, MA 01880
+1-617-399-8236

bill@streetlogix.com
www.streetscan.com
508-335-2400

QUOTE FOR SERVICES

StreetScan – Carmel Trail System Scan

To:
James Rundle-Data Technician
City of Carmel Street Dept.
jrundle@carmel.in.gov
317-733-2001 ext 1314

City:
City of Carmel, Indiana
3400 W. 131st
Carmel, IN 46074

Date: March 23, 2023

SIDEWALK MANAGEMENT				
	SERVICES INCLUDED	SIDEWALKS MILES	\$/MI	TOTAL
StreetScan 	ScanCar/Scooter Data Collection	115 mi	\$241	\$27,715
	Data Processing (Videos & Results)			
	Sidewalk Project Management		\$10	\$1,150
Mobilization and Setup Cost*				\$8,100
TOTAL				\$36,965

Processed data from the collection survey will be uploaded to Carmel existing Streetlogix portal, with dedicated layers created for Trail Condition and Trail Maintenance.

Trail scan cost is based on 115 miles as provided by Carmel. Carmel will be invoiced for actual trail miles scanned. Trail GIS layer will be reviewed for completeness and desired segmentation by Carmel and StreetScan.

StreetScan Operations Team will review scope of work and preparations necessary by Carmel to complete a safe and comprehensive scan.

PO #:

Signature:

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

108623

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
3/23/2023			376481	
STREETSCAN INC VENDOR 605 SALEM STREET WAKEFIELD, MA 01880 -		Street Department SHIP TO 3400 W. 131st Street Carmel, IN 46074- Matt Higginbotham (317) 733-2001		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
75173				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2201 Fund: 2201 Motor Vehicle Highway FND

Account: 43-509.00

1 Each

Pavement Scanning & Software

\$36,965.00

\$36,965.00

Sub Total \$36,965.00



Send Invoice To:

Street Department

3400 W. 131st Street

Carmel, IN 46074-

(317) 733-2001

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
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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

\$36,965.00

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

ORDERED BY

Lee Higginbotham
Commissioner

TITLE

CONTROLLER

James Crider
Director of Administration

CONTROL NO. **108623**

City of Carmel Project Sophia Square Waterproofing

APPROVED
By Sergey Grechukhin at 2:11 pm, Apr 25, 2023

Change Order #3 –
Add Fountain Waterproofing Along Curb

Change Order #3 is an additional price for work completed regarding Sophia Square Waterproofing.

Contract Price prior to this Change Order \$ 1,245,705.99

Contract Price will be **increased**/decreased by this Change Order \$ 12,205.00

New Contract Price including this Change Order \$ 1,257,910.99

	Amount	Adjusted Contract Price	Cumulative % Change from Original Contract
Original Contract	\$ 1,122,577.99	N/A	N/A
CO1- Additional Removal and Trucking Planter Wall Stones; Additional Removal and Disposal of Pavers; Additional Move and Install Stone Walls; Additional Floor Coat; Additional Remove Block; Deduct for Cladding Removal; Deduct for Irrigation Install	\$ 199,320.00	\$1,321,897.99	17.76%
CO2- Deduct concrete repairs, additional end dam detail, deduct repair of CMU on pool wall, additional pool wall curb concrete, additional pavers to pool wall	\$ - (76,192.00)	\$ 1,245,705.99	10.97 %
CO3- Added Fountain waterproofing along curb	\$ 12,205.00	\$ 1,257,910.99	12.06%

CITY OF CARMEL

TO:

CONTRACT CHANGE ORDER NO.: 3

DATE: 03/27/23

PROJECT NAME: Sophia Square Waterproofing

CITY REQ. NO.: N/A

CITY PO NO.: 106662, 106668, 106669

CITY PO DATE: 7/6/22, 7/7/22

- I. You are directed to make the following changes in this Contract:
Change Order #3 listed below.

<u>ITEM</u>	<u>AMOUNT</u>	<u>SCHEDULED ADJUSTMENT (+) OR (-) DAYS</u>
Added Fountain Waterproofing along curb. (\$12,205.00) (≤65 LF). Chip out at the bottom of the curb along fountain. Remove 2" x 3". Dry substrate as best as possible. Patch back with hydraulic cement. Try to save existing waterproofing.		3

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.: N/A W.D.C. No.: N/A Other: See attached proposals

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

Contract Price prior to this Change Order \$ 1,245,705.99

Contract Price will be **increased**/decreased by this Change Order \$ 12,205.00

New Contract Price including this Change Order \$ 1,257,910.99

Contract Time Prior to this Change Order 182 Days 02/28/23 Completion Date

Net increased/decreased resulting from this Change Order 3 Days

Current Contract Time including this Change Order 195 Days 03/13/23 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.

City of Carmel
STREET
1 Civic Square
Address
Carmel, IN 46023
City/State/Zip

LITHKO Restoration
CONTRACTOR
990 N. Main St.
Address
Cincinnati, OH 45050
City/State/Zip

James Brainard, Mayor
Mary Ann Burke, Member
Lori Watson, Member
Matt Higginbotham,
Commissioner, Street
Department

By: Matt Higginbotham
Matt Higginbotham
Phone: 317-733-2001

Date: 03/27/23

By: Matt Breitenstein
MATT BREITENSTEIN

Phone: 513-267-4955

Date: 4/19/23

ATTEST:

Sue Wolfgang, Clerk
Date: _____

April 26, 2023

City of Carmel Street Department

3400 W 131st St,
Carmel, IN 46074
Attn: Crystal Edmondson
cedmondson@carmel.in.gov

Project: Change Order – Sophia Square CO#3

Crystal,

LRT appreciates the opportunity to propose a solution for your project. This letter details the scope, price, and other key items of our proposal. The most important part of our solution for your project is the outstanding team of LRT PEOPLE who are always included in all the work we do for our customers. We hope to have the chance to show you why our PEOPLE make LRT the best choice.

Change Order Scope of Work – Work Description:

1. Added Fountain waterproofing along Curb (<=65 LF)
 - a. Chip out at the bottom of the curb along fountain. Remove 2"x3"
 - b. Dry substrate as best as possible
 - c. Patch back with Hydraulic cement
 - d. Try and save existing waterproofing

PRICE: \$12,205.00

Total Price **\$12,205.00**

Schedule Delay 3 Days

General Clarifications:

1. This proposal is based on the provided drawings and specifications
2. Efforts will be made to not damage wall pieces but given the nature of this scope some damages may occur that are outside of our control and those costs are not included in this proposal
3. Proposal assumes mutually agreed upon contract terms inclusive of this proposal language and the attached Standard Terms and Conditions for Proposal
4. Proposal assumes acceptance of all provided scopes of work, if awarded partial scopes, LRT reserves the right to modify proposal pricing based on total awarded scope
5. Proposal is based on one mobilization, unless noted otherwise above
6. Proposal is based on one phase with all work being performed concurrently and continuously, unless noted otherwise above
7. Assumes site is clear of debris, equipment, materials, and vehicles prior to mobilization
8. Proposal is based on quantities noted above and are estimated based on visual inspection. Due to the nature of repair and restoration work, it may become apparent additional repairs are necessary. Upon commencement of work, LRT will identify and report to the Owner any discrepancies from the included quantities, at which time the Owner may elect to forgo additional repairs at their discretion
9. Assumes adequate site storage, laydown area and onsite parking
10. Assumes use of onsite water and electric, provided by others
11. Assumes all mockups to be in-place mockups
12. Normal wage rates and normal working hours assumed
13. General cleaning is included, final cleaning is excluded
14. Sales tax is included
15. LRT may require as much as 60 days' notice prior to required mobilization
16. Due to ongoing market volatility, the following temporary clarifications to this proposal apply:

- a. LRT Restoration Technologies ("LRT") reserves the right that in the event of significant material or commodity price escalation after the bid date to equitably adjust its price which will be reconciled upon contract execution. In addition, LRT's contract to perform the work subject to this proposal will contain mutually agreeable terms to address significant material or commodity price escalation that are not foreseen at contract execution.
- b. This proposal is valid for 20 days
- c. Material surcharges, at date of this proposal, have been accounted for
- d. Material lead times have been unpredictable, at time of contracting, LRT will research current lead times versus the proposed construction schedule and, if needed, provide alternative material for review. Potential cost impacts may apply with the changes

General Exclusions:

1. All work not specifically described in the scope of work above
2. Permits
3. Bonds
4. Builder's risk insurance
5. All testing and inspections
6. Engineering and any associated fees
7. Restroom facilities
8. Hazardous material abatement or remediation and disposal, including but not limited to lead and asbestos. LRT requires documentation that all hazardous materials have been removed and site is clear prior to mobilization
9. Temporary lighting, electric, and water
10. Dewatering, drying, and pumping of work areas
11. Removal of snow, water, and ice from work areas
12. Weather protection and temporary heating
13. Temporary protection and protection of adjacent finishes
14. Window cleaning and/or protection
15. Painting and other finishes, unless noted above
16. Sheeting, shoring, underpinning, unsuitable bearing material replacement, or bracing and associated design unless noted above
17. Removal of unforeseen obstructions not specifically noted above.
18. Relocating any equipment, electrical, mechanical, plumbing or other items that will impede access to our work
19. Traffic control, flagmen and barricades
20. Sidewalk and overhead protection, unless noted otherwise above.
21. Landscaping restoration, re-seeding, and re-grading.

We look forward to further discussion on this project. Please feel free to contact us if you have any questions or if we can be of any further assistance.

Matt Breitenstein

Project Manager
C: 513-267-4955
breitensteinm@LRT.biz

TEAMS & SOLUTIONS

Our Strength in Your Structures

We are outstanding teams of people providing solutions for the restoration, repair, and protection of our customer's structures.

CONCRETE

- 03 01 00 Maintenance of Concrete
- 03 25 00 Composite Reinforcement
- 03 35 00 Concrete Finishing
- 03 35 43 Polished Concrete Finishing
- 03 35 46 Concrete Topical Treatments
- 03 37 00 Shotcrete & Pneumatically Placed Concrete
- 03 38 00 Post-Tensioned Reinforcement Repairs
- 03 49 00 Glass-Fiber Reinforced Concrete
- 03 63 00 Epoxy Grouting
- 03 64 00 Injection Grouting

MASONRY

- 04 01 00 Maintenance of Masonry & Cleaning
- 04 01 20 Unit Masonry Restoration & Tuckpointing
- 04 20 00 Unit Masonry Infills
- 04 21 29 Terra Cotta Masonry
- 04 22 00 CMU Elevator Shafts
- 04 40 00 Stone Masonry Assemblies
- 04 72 00 Cast Stone Masonry

THERMAL MOISTURE & PROTECTION

- 07 10 00 Damp Proofing & Waterproofing
- 07 12 00 Built-Up Bituminous Waterproofing
- 07 13 00 Sheet Waterproofing
- 07 14 00 Fluid-Applied Waterproofing
- 07 14 13 Hot Fluid-Applied Waterproofing
- 07 16 16 Crystalline Waterproofing
- 07 17 00 Bentonite Waterproofing
- 07 18 00 Traffic Coatings
- 07 19 00 Water Repellents
- 07 25 00 Weather Barriers
- 07 26 00 Vapor Retarders
- 07 27 00 Air Barriers
- 07 56 16 PMMA Fluid-Applied Waterproofing
- 07 84 00 Firestopping
- 07 90 00 Joint Protectors
- 07 91 00 Pre-Formed Joint Seals
- 07 92 00 Joint Sealants
- 07 95 00 Expansion Joints & Cover Assemblies

INDUSTRIAL FINISHES

- 09 67 00 Fluid-Applied Resinous Flooring
- 09 96 00 High-Performance Coatings
- 09 96 53 Elastomeric Coatings
- 09 96 56 Epoxy Coatings
- 09 97 26 Cementitious Coatings

NEW CONSTRUCTION WATERPROOFING

Protection Against Water, Air, & Fire
for New Structures

STRUCTURAL

Concrete Repair, Retrofit, & Strengthening for
All Types of Structures

BUILDING ENVELOPE

Masonry Façade Repair & Maintenance for
All Types of Building Envelopes

INDUSTRIAL

Repair, Retrofit, & Maintenance for
Industrial Facilities and Concrete Floors

GENERAL CONSTRUCTION

Restoration & Repair for Structures in
Need of a Complete Solution

DOT/INFRASTRUCTURE

Repair, Protection, & Strengthening for
Transportation and Infrastructure

MARKETS SERVED

Commercial
Entertainment
Education
Government/Public
Historical
Institutional
Industrial/Manufacturing
Infrastructure
Manufacturing & Distribution
Medical
Water & Wastewater Facilities

STANDARD TERMS AND CONDITIONS FOR PROPOSAL
LRT Restoration Technologies, LLC

1. **CHANGES TO WORK.** Customer represents to LRT, prior to LRT commencing the Work, that all drawings (and associated Project specifications) provided to LRT and upon which LRT reasonably relied on in preparing this Proposal are 100% ready for construction. No changes will be made to the scope of the Work, nor will the Contract Price be changed except by written change order signed by both parties. LRT will not perform extra-contractual work without prior written authorization from Customer. Any extra-contractual work LRT performs will be based upon unit prices and must be complete before LRT's base bid substantial completion date or Customer will provide LRT with a corresponding schedule extension. LRT will only sign change orders that account for both cost **and** additional performance time (if any) associated with any changes. Customer will process all change orders within 30 days after submittal by LRT. LRT is not performing any design or engineering work as part of the Work.
2. **PAYMENT.** LRT will submit monthly invoices to Client, who will pay LRT for the Work within thirty (30) days after LRT's submission of a reasonably detailed invoice/payment application. All payments shall be remitted to LRT's corporate offices at 990 North Main Street, PO Box 569, Monroe, Ohio 45050. Unless otherwise mutually agreed to by both parties, no retainage will be withheld on any LRT invoice/payment application. If mutually agreed upon by both parties, Retainage of 5% on LRT work may be withheld on the first 50% of the billed contract price AND must be promptly paid within 60 days upon the completion and acceptance of LRT's work regardless of whether project-wide retainage is released.
3. **PERFORMANCE OF WORK; WARRANTY.** LRT will commence the Work on the date noted in the Proposal or where this is absent, within a mutually agreeable number of days after Customer's notice to proceed. LRT anticipates it will complete the Work per the schedule information it has provided in the Proposal or, where no schedule information is provided, within a mutually agreeable number of days after commencement, subject to delays caused by labor disputes (involving on-site personnel), strikes, acts of God, unusual weather conditions, interruptions, obstructions, schedule acceleration, delays, out of sequence work or any other cause beyond LRT's control. If any such event occurs, LRT will timely submit a written change order documenting its additional costs for review and approval by Customer and LRT's work schedule will be extended appropriately. LRT is not responsible for, and Customer waives all rights against LRT for any consequential, incidental, special, indirect, or liquidated damages. LRT shall restrict its operations, including storage of materials and parking of vehicles, to areas approved by Customer, such approval not to be unreasonably withheld or delayed. LRT will maintain the work site in a neat and orderly condition; however, Customer, or others besides LRT, are responsible for and will provide receptacles that conform to all OSHA and EPA standards for work materials that may be used on the jobsite. LRT will promptly repair any damage to any other part of Customer's property caused by LRT, its employees, agents, or subcontractors. LRT will complete the Work in a good and workmanlike manner, with due diligence. LRT warrants that the completed Work will conform to any agreed to specifications (if any) and will be free from defects in design, material, or workmanship for a period of one (1) year after LRT's completion of the Work.
4. **HAZARDOUS CONDITIONS.** If LRT discovers conditions on-site that are potentially dangerous to its employees, but are the responsibility of others to correct, LRT will immediately advise Customer of the hazards. The Customer's failure to immediately eliminate the hazard will legally justify LRT's withdrawal of its employees from the hazardous area until Customer makes these corrections. LRT shall be reimbursed for additional costs resulting from any delays resulting from Customer's failure to timely comply. Hazardous soils, materials, waste, etc. that are not brought on the site by LRT or used in LRT's operations shall be removed and disposed of by other contractors.
5. **COMPLIANCE WITH LAWS.** LRT will comply with all applicable federal, state, and local laws and regulations governing its performance of the Work, including, but not limited to, the Construction Safety Act of 1969, the Occupational Safety and Health Act of 1970 ("OSHA") and state specific safety requirements governing the Work, and LRT will obtain, at Customer's expense, all required permits for the Work except for the Project building permit.
6. **INSURANCE.** LRT will carry the following insurance at the minimum levels set forth in this Section and deliver to Customer certificates of insurance upon request evidencing this coverage: (a) Commercial General Liability: \$1,000,000 per occurrence bodily injury and property damage liability, \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate; (b) Automobile Liability that includes owned, leased or non-owned vehicles: \$1,000,000 combined single limit per accident; (c) Worker's Compensation: Statutory insurance in the state where the Project is located; (d) Employer's Liability: \$1,000,000; and (e) Contractor's Pollution Liability: \$1,000,000 per claim and \$1,000,000 aggregate. LRT will not provide Builder's Risk insurance, which shall be Customer's responsibility, although LRT will maintain coverage for the value of materials / work LRT installs or provides. As part of any insurance coverage required on the Project for the Work, LRT will provide Customer a waiver of subrogation and/or name Customer as an additional insured. Unless specifically requested and only to the extent required under Customer's prime contract related to the Work, LRT will not provide any other contractor or Project-related entity with a waiver of subrogation or name them as additional insured. LRT will not provide Builder's Risk insurance, which shall be Customer's responsibility.
7. **INDEMNITY.** LRT will indemnify and hold Customer harmless from and against all claims, liabilities, costs, and expenses (including reasonable attorneys' fees) in proportion to and to the extent they result from any negligent act or omission or intentional misconduct of LRT, its employees, or agents, in performing the Work. LRT assumes no responsibility and Customer agrees to release LRT and hold it harmless for any contributory or other full or partial negligence or wrongful acts of Customer, its agents, employees, architects, contractors, representatives, or invitees, or for any defect or damage arising from any defective or nonconforming plans or specifications prepared by others.
8. **ENTIRE AGREEMENT.** This Agreement contains the parties' entire agreement regarding this Project and supersedes all other prior or contemporaneous oral and written understandings or agreements regarding the Project and may not be amended except by written agreement signed by both parties.
9. **GOVERNING LAW.** This Agreement will be governed by the law of the state where the Project is located.

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, Club Car, 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 1207-43-530.99 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 Thirty-Six Thousand Three Hundred Fifty Three Dollars (\$36,353.00) per annum (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 relevant information and is similar in form to the example 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 twenty (20) 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 third-party liabilities, claims, demands or expenses (including, but not limited to, reasonable attorney fees) for injury, death and/or damages to any person or property to the extent 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 third-party claims and suits of whatever type, including, but not limited to, all court costs, attorney fees, and other expenses, to the extent 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, which shall not be unreasonably withheld.

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 Brookshire Golf Course 12120 Brookshire Pkwy Carmel, Indiana 46033	<u>AND</u>	City of Carmel Office of Corporation Counsel One Civic Square Carmel, Indiana 46032
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If to Vendor: Club Car, LLC
1074 N. Orange Ave.
Sarasota, FL 34236

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, 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 non-appropriation of funds, City shall certify in writing that (a) funds have not been appropriated for the fiscal period in question and (b) City has exhausted all funds legally available for the subject payments. 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 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, not to exceed three (3) consecutive renewal periods, 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

Club Car, LLC

by and through its Board of Public
Works and Safety

By:

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, Clerk

Date: _____

By:

Robert McElreath

Robert McElreath (Apr 25, 2023 08:25 EDT)

Authorized Signature

Robert McElreath

Printed Name

VP-Connected Technologies

Title

FID/TIN: 13-3488925

Last Four of SSN if Sole Proprietor: _____

Date: Apr 25, 2023



Exhibit A Equipment Rental Agreement

Issued Date: April 21, 2023

Customer Information											
Full Legal Name ("Customer") City of Carmel						Course Name Brookshire Golf Course					
Equipment Location/ City/ County/ State/ Zip 12120 Brookshire Parkway, Carmel, IN 46033						Type of Organization Municipality					
Billing Address/ City/ County/ State/ Zip (if different)						Organization Jurisdiction Indiana					
Billing Contact Name Bob Higgins			Title			Billing Email: bhiggins@carmel.in.gov Phone: (317) 249-2716			Tax Identification Number		
Course Information											
# Holes 18		Golf Car Make/Model/Year/Power/Motor Controller Club Car Tempo - lithium						Installation Type Factory			
Equipment											
Quantity		Equipment Description						Selected Options:			
68		Visage Display Installed on Vehicle						None			
Included		Standard Connectivity Module									
Included		Car Control Module									
Included		Car Tracking Module									
Included		Golf Experience Module									
						See attached Exhibit A for a detailed feature set description.					
Term and Payments											
Term (Months) 48		Annual Payment: \$36,353.00 plus tax (USD)				# Security Deposit 0		Payment Months (X indicates payment month)		J F M A M J J A S O N D	
Payments are due annually in advance. Four payments of \$36,353 for a total of \$145,412.00 shall be due during the term of this Agreement.											
TERMS AND CONDITIONS											
<p>1. <u>System</u>. Customer shall rent a mobile golf information system comprised of the equipment listed above enabled with the selected modules further described on Exhibit A (the "System").</p> <p>2. <u>Term</u>. The term of this Agreement (including any extensions hereto, the "Term") shall commence on the Effective Date and run for a term of forty-eight (48) months from the "Date of Completion" (the date Customer accepts installation of the System). The Term of this Agreement shall be extended at the conclusion of the initial Term for additional one-year Terms unless terminated by either party upon not less than 90 days written notice prior to the conclusion of the then current Term.</p> <p>3. <u>Payments</u>. Customer shall make all Payments stated in this Agreement according to the payment terms above beginning on the Date of Completion.. If the Date of Completion is between the 1st and 15th day of the month, all Payments will be due on the 15th day of each month. If the Date of Completion is between the 16th and the last day of the month, all Payments will be due on the 1st day of each month. All amounts payable under this Agreement are payable at CCL's address below or at such other address as CCL may specify in writing from time to time. Time is of the essence for all obligations arising hereunder.</p> <p>4. <u>Taxes and Insurance</u>. Customer is required to provide and maintain insurance related to the System, and to pay any property, use and other taxes related to this Agreement or the System. (See sections 7 and 12.3 on the following pages). If Customer is tax-exempt, Customer agrees to provide satisfactory evidence of exemption.</p> <p>5. <u>Installation</u>. CCL shall deliver and install the System at the equipment location listed above.</p> <p>6. <u>Maintenance Service</u>. CCL shall provide maintenance service based on the Service Terms and Conditions, set forth in Exhibit B, for a period beginning with the Date of Completion and ending at the conclusion of the Term.</p>											
SEE THE FOLLOWING PAGES FOR ADDITIONAL TERMS AND CONDITIONS											

(Equipment Rental Agreement Terms and Conditions Continued)

7. Taxes. All Payments made under this Agreement shall be net to CCL. Customer shall pay all taxes, tax pass along, assessments, and any sales, use, personal property incurred in connection with the System or otherwise with respect to this Agreement. If tax-exempt, the foregoing shall not apply provided Customer has provided CCL satisfactory evidence of exemption; provided, however, that Customer understands and agrees that CCL, as owner of the System equipment, will pass along to Customer any additional cost derived from personal property tax.
8. Ownership. CCL is the owner and has title to the System. The only right, title or interest Customer shall have in the System shall be under the terms of this Agreement. This is a rental of personal property and Customer agrees to do everything necessary or reasonably requested by CCL to ensure that the System shall be considered and remain personal property. Customer shall, at its own expense, keep the System free and clear of all liens, charges, claims and other encumbrances. CCL may encumber, sell, lease, or otherwise finance the System, although such actions will not relieve CCL of its obligations under this Agreement. Customer agrees to execute and deliver from time to time as requested any document necessary or desirable to evidence CCL's or its assigns ownership of and all rights to the System. CCL or its assigns may, upon notice to Customer, enter onto Customer's property and remove the System following the termination of this Agreement or at any other time authorized by this Agreement or by law. Without limiting the generality of the foregoing, to secure Customer's payments under this Agreement, Customer agrees to give CCL a security interest in the System and all additions, attachments, updates, accessories and substitutions to it. Customer agrees to any assignment of that security interest.
9. Software License. Customer understands that CCL does not sell its software. For the Term, CCL grants Customer a nontransferable, non-exclusive license to use the software only in conjunction with the System and only as expressly authorized in this Agreement. "System Software" means standard system software included with the System provided to Customer. Customer shall (i) hold System Software in confidence and not disclose it to anyone other than its employees and consultants who require disclosure in connection with Customer's use of the System and who are subject to confidentiality obligations in substance at least as strict as these, (ii) not print, copy, modify, translate, alter, reverse compile, decompile or reverse engineer System Software, (iii) not remove any CCL copyright, trademark or other proprietary notice from System Software and shall reproduce all such notices on copies made by Customer, and (iv) not transfer System Software or assign any license or rights regarding the System Software.
10. Force Majeure. CCL shall not be liable for any interruption in service, delay in the delivery, or disruption of performance of the System resulting from any cause beyond its reasonable control or caused by acts of God, acts of Customer, acts of civil or military authorities, fires, strikes, floods, epidemics, governmental rules or regulations, war, riot, delays in transportation, or shortages.
11. Delinquency Charges. Payments not paid by 5 days after the Payment due date are subject to a late payment fee of ten percent (10%) of the Payment amount and subject to interest at the rate of two percent (2%) per month, or the maximum percentage allowed under applicable laws, whichever is less. Should any fee paid by Customer under this Agreement result in interest in excess of the maximum lawful rate, then such excess shall be automatically credited to Customer.
12. Customer Responsibilities. Customer hereby agrees to the following responsibilities as a part of this Agreement:
 - 12.1. Customer agrees to store safely and properly secure the System in a reasonably safe area protected from the weather when not in use. At all times, Customer shall use and operate the System in a careful manner, in compliance of all applicable laws and in compliance of any maintenance or operating manuals and instructions provided by CCL. Customer shall not use or operate the System in a manner that may subject it to depreciation above the normal depreciation associated with its specified use. Customer acknowledges and agrees that it will not allow any repairs to the System or the replacement of System parts to be done by any person except CCL or persons authorized by CCL. Customer shall not make any additions, subtractions or alterations affecting the System without the written consent of CCL. Customer shall use reasonable efforts not to permit any System to be abused by an employee, vandalized by any third party, permit the removal of any plate or markings put on the System by CCL, or attach anything to or remove anything from the System.
 - 12.2. Customer shall not install software unauthorized by CCL on the System.
 - 12.3. Customer assumes responsibility for all risk of loss to the System and all of its components from the time any of the components arrive at the Customer's premises. Customer shall procure "All Risk" property loss (personal business property & equipment) and general public liability insurance covering the system and its use and shall name Club Car, LLC and its assigns as additional named insured and loss payee. Customer shall provide CCL with certificates or other evidence of insurance, acceptable to CCL, before this Agreement Term begins. If Customer does not procure the insurance required, CCL may obtain such insurance and pay the amounts due thereon. Customer will reimburse CCL, upon demand, for the amount of such payment or cost of such performance. Even if the System is damaged, lost or stolen Customer shall fulfill all of its obligations hereunder.
 - 12.4. If requested, Customer will reasonably cause third-parties to execute any leasehold or other waivers regarding the attachment of the System components to any car, maintenance vehicle, or other attachment to real or personal property on the premises.
 - 12.5. At the termination of this Agreement, in case of default, if not extended, or otherwise modified, Customer agrees to provide CCL with reasonable access to Customer's facility for the de-installation and removal of the System. Prior to CCL's removal of the System, Customer shall be responsible for repair or replacement of any damaged or missing System components, if caused by Customer's misuse, abuse and/or negligence. CCL will use normal care in the de-installation and removal of the system, which will be performed so as not to unduly disrupt the operations of the golf course.
13. General
 - 13.1. Assignment. Customer acknowledges that CCL may assign to a successor all or any part of its right, title and interest in this Agreement, and hereby consents to such assignments. In case of such assignment, Customer agrees to continue to perform all of its obligations under this Agreement.
 - 13.2. Events of Default and Remedies.
 - 13.2.1. In the event that the Customer violates any provision of this Agreement and CCL believes the System or any property or rights of CCL to be threatened, CCL may immediately disable the System. In addition, in the event that Customer violates any provision of this Agreement and such violation continues for a period of at least twenty (20) days after notice in writing of such default from CCL, Customer shall be deemed to be in default and CCL may (at its sole election), in addition to any other legal or equitable remedy permitted by law:
 - a. remove or disable the System;
 - b. terminate this Agreement and Customer's rights herein and retain any and all prior payments paid to CCL by Customer ("Termination").
 - c. In the event of termination of this Agreement, whether due to an Event of Default or otherwise, if Customer does not allow CCL onto the Golf Course to de-install the System, and does not otherwise make the System available to CCL to

de-install, in addition to any other rights or remedies available to CCL, Customer shall pay to CCL any and all costs incurred by CCL in collecting its System and any other amounts due to CCL, including without limitation all legal fees and costs, whether or not suit is commenced, and further, in addition to the foregoing, Customer will pay the full monthly payment multiplied by 1.5 for each and every month after termination hereof that CCL is without possession of the System.

d. This Section 13.2.1, without limitation, shall survive termination of this Agreement.

13.2.2. In the event that CCL violates any provision of this Agreement and such violation continues for a period of at least twenty (20) days after notice in writing of such default from Customer, CCL shall be deemed to be in default and Customer may pursue such remedies as it may have in law or in equity; provided, however, that if CCL cannot reasonably remedy the breach within twenty (20) days, the twenty (20) day period shall be extended for as long as CCL diligently pursues such corrective action in a prompt and reasonable manner, not to exceed ninety (90) days.

13.2.3. In addition to the other events of default under this Agreement, either party shall be in default if (i) a petition in bankruptcy is filed by either party or (ii) if a petition in bankruptcy is filed against either party and is not dismissed within 30 days of the date it is filed.

13.3. Notice. All notices required, permitted or given in accordance with the provisions of this Agreement shall be in writing, and either hand-delivered or delivered by recognized overnight courier to the offices listed in the first paragraph of this Agreement or such other address as either party may designate by notice as specified in this section.

13.4. Provided that the System is maintained properly pursuant to Customer's obligations under this Agreement, CCL warrants that the installed System will provide distance measurements within established performance parameters pertaining to System components when the System is operated under conditions that are typically encountered on a golf course, specifically but without limitation: clear access to satellites and reasonably clear weather with temperatures between 32°F and 120°F. Customer acknowledges that GPS-produced distances are subject to a margin of error. Customer further acknowledges that terrain and topography affect the margin of error on a particular GPS receiver and that the margin of error may be increased under certain topographical conditions. WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE GOVERNING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE LIMITED WARRANTY PROVISIONS SHALL BE CCL'S SOLE LIABILITY WITH REGARD TO THE SYSTEM. CCL SHALL, IN NO EVENT, BE LIABLE FOR DAMAGES, FOR LOSS OF PROFIT, GOODWILL, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE SUFFERED BY CUSTOMER OR ITS CUSTOMERS AS A RESULT OF THE USE OF THE SYSTEM RENTED UNDER THIS AGREEMENT, EVEN IF DAMAGES COULD HAVE BEEN FORESEEN AND WHETHER OR NOT CCL HAS BEEN APPRISED BY CUSTOMER OR ITS CUSTOMERS FOR THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER'S EXCLUSIVE REMEDY UNDER THE LIMITED WARRANTY PROVISIONS SHALL BE LIMITED TO, AT CCL'S OPTION, REPAIR, PERFORMANCE, ADJUSTMENT AND/OR REPLACEMENT, OR ANY COMBINATION THEREOF IN AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE OR COST OF SERVICES PROVIDED, AS REASONABLY DETERMINED BY CCL, PROVIDED, HOWEVER, THAT CCL HAS RECEIVED WRITTEN NOTICE OF ANY SUCH WARRANTY CLAIM, SPECIFYING THE NATURE THEREOF, WITHIN THE APPLICABLE WARRANTY PERIOD. THESE WARRANTIES ARE MADE ONLY TO CUSTOMER AND ARE NOT TRANSFERABLE TO ANY OTHER PERSON OR ENTITY. ALL WARRANTY CLAIMS MUST BE MADE BY AN AUTHORIZED REPRESENTATIVE OR AGENT OF CUSTOMER. EXCEPT AS OTHERWISE PROVIDED HEREIN, CCL SHALL NOT BE LIABLE TO CUSTOMER, OR ANY OTHER PERSON OR ENTITY, FOR ANY CLAIM OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE FURNISHING OF MATERIAL AND SERVICE SOLD HEREUNDER UPON WHICH ANY CLAIM OF WARRANTY LIABILITY IS BASED.

13.5. General. This Agreement, together with the exhibits and schedules referred to in it, constitutes the entire agreement between the parties pertaining to the within subject matter and supersedes any prior understandings or oral or written. This Agreement may not be varied, modified, or amended except in writing signed by the parties. Waiver by either party of any breach or violation or default of any provision of this Agreement will not operate as a waiver of such provision or of any subsequent breach or violation or any default. The failure or refusal of any party to exercise any right or remedy shall not be deemed to be a waiver or abandonment of any right or remedy. If any term of this Agreement is for any reason invalid or unenforceable, the rest of the Agreement remains fully valid and enforceable. The headings in the Agreement are for convenience of reference only and do not constitute a part of it. The headings do not affect its interpretation. This Agreement shall be governed by and construed in accordance with the procedural and substantive laws of the State of Georgia. This Agreement may be executed by facsimile and/or electronic signature. The parties agree that this Agreement was fully negotiated by the parties; therefore, no provision of this Agreement shall be interpreted against any party because such party or its legal representative drafted such provision. Customer shall allow CCL to reference Customer in various marketing material or corporate literature, and to the use of approved photos of the Customer's facility for various marketing materials or media. Customer further agrees to allow CCL to reference it in a press release or other media announcing it as a new location for its System. Any information and data arising out of or in connection with Customer's use of the System shall be owned jointly by CCL and Customer. All work performed by CCL in connection with the services to be performed under this Agreement shall be performed by CCL as an independent contractor and not as the agent of Customer. CCL may subcontract any or all of the work to be performed under this Agreement but shall retain full responsibility for the work so subcontracted.

13.6. Supplemental or Replacement Provisions. Notwithstanding any provision to the contrary in this Agreement, supplement or replacement provisions, if any, shall be set forth on Exhibit E attached hereto.

EXHIBIT A

Visage System Description

The System will be enabled with the modules listed under Equipment Description on page one of this Agreement. Additional modules are available for subscription.

Standard Features:

<ul style="list-style-type: none"> Battery status indicator and vehicle "on charge" display, Vehicle status – on-charge, Service notifications – battery levels and faults, Odometer (miles, hours & amp hours), Serial number and model year, 	<ul style="list-style-type: none"> Overview display of each hole, Broadcast messaging such as promotions, weather alerts, Sponsorship and advertising display slots, Electronic info holder with players' names and messaging, 	<ul style="list-style-type: none"> Electronic scorecard: Request email or mobile number prior to scoring, (1st green) and again at end-of-round, Email address report.
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Car Tracking:

<ul style="list-style-type: none"> Real-time position of vehicles and equipment, Find car – current or last known location (worldwide), Vehicle drive history, Pace-of-play tracking, 	<ul style="list-style-type: none"> Pace notifications, Pace-of-play reporting, Marshal car mode to include messaging to marshal, Rounds played reporting. 	<ul style="list-style-type: none"> Pop-up notifications- pace-of-play, Real-time messaging to and from clubhouse, Message logs.
---	---	--

Car Control:

<ul style="list-style-type: none"> Fleet lockdown, Vehicle staging, Max speed setting (Electric car only), Action zone control: <ul style="list-style-type: none"> Gas cars – stop/reverse, Electric cars - stop/reverse and variable speed control, 	<ul style="list-style-type: none"> Action zone messaging, Geofence, Anti-tamper, Vehicle grouping by department, vehicle type, membership, marshal, etc., 	<ul style="list-style-type: none"> Pop-up notifications – action zone violation, Car path only, Visual notification – vehicle speed change or action zone violations.
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Golf Experience:

<ul style="list-style-type: none"> Dynamic distances to pins and points of interest, Touch screen for distance, 	<ul style="list-style-type: none"> Tee shot distance, Food and beverage ordering, Blind tee shot, 	<ul style="list-style-type: none"> Pin placement manager, Food and beverage reports.
---	--	--

Ad Manager:

AdMan: <ul style="list-style-type: none"> Image Gallery, Scheduled & automatically published ads, Green to Tee spots, Fairway (par 4 and 5 holes only) - Full and Insert spots.
--

Optional Features (☐ Indicates selected):

<input type="checkbox"/> Tournament Connect: (Provides for integration with tournament management software, contracted separately) <input type="checkbox"/> Video Flyovers <input type="checkbox"/> AdMan Pro
--

EXHIBIT B

Service Terms and Conditions

1. Scope of Service.

- 1.1. Defective Components. CCL shall provide maintenance service as provided for in paragraph 2.3 and 2.4, at its expense, to repair, modify or replace System components, as necessary that are defective in workmanship ("Service"). CCL does not warrant that the operation of the System shall be uninterrupted or completely error-free.
- 1.2. Exclusions. Service shall not include: (1) maintenance, repair or replacement of parts damaged or failing to operate due to acts of God, including without limit storms, atmospheric disturbances, lightning, fire, hail, and flood; acts of government, including war; catastrophes, accident, neglect, misuse, failure of satellites, failure of electrical power, fault or negligence of Customer, causes external to the System or from any other cause beyond the control of CCL; (2) service and repair of accessories, attachments, or any other devices that are not part of the System; (3) changes, modifications or alterations in or to the System required due to new construction or changes to the golf course or facilities; (4) graphical changes after acceptance of the System, (5) software damage caused by unauthorized use.

2. Customer Responsibilities.

- 2.1. Problem Notification. Customer agrees to promptly notify Customer Support in the event of any System or component failure and provide diagnostic assistance to support CCL's service efforts.
- 2.2. To Contact Customer Support. Customer shall have reasonable access to Customer Support during business hours. Customer Support provides user support, troubleshooting, and diagnostic assistance and is Customer's point of contact for reporting system problems or requesting service.
- a. For all routine requests and status inquiries, contact Customer Support via email to sar-cams@clubcar.com.
- b. To report emergency or critical system issues, contact Customer Support by calling the toll free Customer Support line at 888-575-2901.
- 2.3. Component Replacement. Customer agrees to perform the task of changing out replacement components provided by CCL. Customer will be billed for repair or replacement of returned components that have been damaged due to causes not covered by Service as described in section 1.2 above.
- 2.4. RMA request for defective components. A Return Materials Authorization number (RMA) is required for the return of any defective component. To obtain an RMA, Customer must contact the Customer Support center at 888-575-2901. If Customer Support determines that the component must be returned for repair, Customer Support will issue an RMA. Customer is then responsible for properly following procedures for returning components as instructed by Customer Support. Any request for special handling such as expedited repair, overnight return delivery, or non-business day delivery may be subject to additional charges billable to Customer. Customer agrees to pay for shipment of components returned to CCL. CCL agrees to pay for return shipment to Customer.
- 2.5. An **unrestricted broadband Internet connection at each location on the Golf Course that needs access to the Visage System (including F&B order fulfillment)** for the duration of this Agreement for System installation, monitoring and maintenance service. The internet connection must provide the following minimum speeds as measured by online testing tools found at sites such as www.speakeasy.net:

	Minimum	120 carts or more	160 carts or more
Download speed (Mbit/sec):	1.5	2.25	3.0
UpLoad speed (Mbit/sec):	0.5	0.75	1.0

- 2.6. Battery power to the Golf Car-mounted units at all times, and Customer agrees to allow power to be drawn from power sources to supply System equipment as needed. CCL requires Customer must use deep-cycle batteries for all gas powered vehicles on which display units will be installed.
- 2.7. Not fewer than **two Customer staff members full time for three days** (per 18 holes) to provide labor to assist CCL with initial installation of the golf cart mounted display components including removal of any prior existing hardware. Customer's personnel during this period will be trained on the installation, maintenance and replacement of the display units.

3. Definition of Service Elements

- 3.1. Remote Diagnostics. CCL accesses the course System via the Internet to perform system diagnostics, remote health monitoring or specific troubleshooting procedures to detect, identify or correct failures.
- 3.2. Software Updates and Enhancements. CCL shall provide software maintenance for the System Software. Software maintenance provides for bug fixes, patches, corrections, updates and enhancements as available. Software updates do not include new software features or hardware product offerings that are sold separately.
- 3.3. On-site Service. If a problem cannot be resolved through telephone support or by shipping a replacement component, CCL may dispatch a technician to Customer's site to address the problem. On-site services including labor, materials, and reasonable travel expenses are chargeable for site visits that result from causes not covered by Service as described in section 1.2 above.

4. Pricing of Additional Services. Services not covered under Service Terms and Conditions (Exhibit B) or that may be requested from time to time are available according to the prices and terms below. All prices and terms for additional services are subject to change. For orders up to US\$1,500, CCL will provide services upon receipt and confirmation of the order. Payment will be due upon delivery of services. For orders of US\$1,500 or more, CCL requires a signed purchase order or a deposit payment equal to 50% of the order price with the final payment due upon delivery of services. CCL at its sole discretion reserves the right to hold orders for accounts that have outstanding payables beyond terms. Scheduling of services depends on material lead-times and the backlog of service orders at the time of order confirmation

<u>Description</u>	<u>Prices (USD)</u>
Graphical Changes	\$65 / half hour
Mapping Changes	\$65 / half hour plus travel and expenses at reasonable cost
Graphics Media (Raw data files for Customer's use)	3D Video Flyovers: \$1,000/14 hole set; \$500/ additional 7 hole set 2D Hole Images: \$500/18 hole set; \$250/ additional 9 hole set 2D Tracker Course Map: \$200
On-site service for items not covered under Service (due to external causes or at customer's request for additional services)	\$400 per half day on site plus \$40 per hour travel time to and from site plus travel and expenses at reasonable cost; plus any applicable material charges.
Repair of GPS unit for damage not covered under Service	Level 1: \$100 - Damage to exterior plastic housing. Does not include damage to the touch screen or LCD display, Level 2: \$200 - Broken or cracked touch screen or LCD display, Level 3: Complete loss including water damage or damage to internal components. Replace with refurbished VDU \$600 Replace with new VDU \$800
Fleet Replacement Like-to-Like car changeover; (i.e. Club Car Tempo electric to Club Car Tempo electric which requires no additional or replacement mounting hardware), Customer may select option a or b (<u>90 days advance notice required</u>):	
a- By Customer (2-3 people) + 1 CCL employee	\$20/unit plus travel and expenses at reasonable cost
b- By CCL (2-3 people) on-site	\$42/unit plus travel and expenses at reasonable cost
Fleet Replacement different type cars (90 days advance notice required):	Quoted on case by case basis

ADVERTISING AGREEMENT

This Advertising Agreement is attached to and incorporated into the terms of that certain Equipment Rental Agreement ("Agreement") between Club Car, LLC ("CCL") and City of Carmel dba Brookshire Golf Course ("Customer").

Capitalized terms appearing herein shall have the same meaning ascribed to them herein as in the Agreement unless otherwise noted.

Ad Modules & Pricing

Selection	Feature Description
<input checked="" type="checkbox"/>	<p>AdMan: Standard package provides Fairway and Green-to-Tee spots. <i>Price: Included with the Visage Control Center (VCC)</i></p> <p>CCL hereby grants Customer graphical exposure opportunities on the System that shall consist of Fairway (full page and insert spots) and available "Green to Tee" full screen graphics to be used for local advertising and promotions or for tournament sponsorships but not for national advertising campaigns which are administered by CCL exclusively. Fairway spots are available on par 4 and par 5 holes (fairway spots are not available for par 3 holes. Fairway spots include a full page "touch-to-make-go-away" and the quarter page insert). "Green to Tee" is defined as the area just after a green and prior to the next tee (a 200-yd distance between the green and next tee is required for a Green to Tee spot to work.) CCL retains exclusive rights to all other advertising on the System and may sell ads for placement on the System. Customer retains right of approval, which shall not be unreasonably withheld, for such CCL sold ads and where approved will receive revenues, if any, on a campaign-by-campaign basis. Customer agrees that it will allow no third party to place advertising on the System.</p>
<input type="checkbox"/>	<p>AdMan Pro: Ad Manager with access to all Ad Inventory. <i>Price: \$5.00 per unit per month</i></p> <p>Customer retains exclusive rights to all advertising on the System and may sell ads for placement on and in connection with the System and retain all such revenues.</p>

Insurance Instructions

City of Carmel dba Brookshire Golf Course ("Customer") has rented or will be renting equipment from Club Car, LLC ("CCL").

The Customer is required to provide CCL with the following insurance coverage:

- A. "All Risk" personal business property and equipment insurance covering the complete System including stationary equipment and mobile GPS displays mounted on vehicles (as listed in the Rental Agreement) owned by or in which CCL has a security interest, in an amount not less than the full replacement value of the equipment, with **Club Car, LLC** named as **loss payee**.

Replacement values:

Stationary and wireless equipment – \$5,000;

Mobile equipment: GPS displays mounted on vehicles – \$800/unit.

- B. Public Liability Insurance naming **Club Car, LLC** as an **additional insured** with the proceeds to be payable first on the behalf of CCL to the extent of its liability, if any. The amount of the Public Liability Insurance shall not be less than \$1,000,000.00, combined single limit.
- C. Each policy shall provide that: (i) CCL will be given not less than thirty (30) days prior written notice of cancellation or non-renewal, (ii) it is primary insurance and any other insurance covering CCL shall be secondary or excess of the policy and (iii) in no event shall the policy be invalidated as against CCL for any violation of any term of the policy of the Customer's application therefore.

A certificate evidencing such coverage should be faxed and mailed to CCL at the following address:

sar-pmg@clubcar.com

Club Car, LLC
1074 N. Orange Ave
Sarasota, FL 34236

Proof of insurance is required before CCL can release shipment of equipment to the site.

EXHIBIT B
Invoice

Date:

Name of Company:

Address & Zip:

Telephone No.:

Fax No.:

Project Name: _____

Invoice No. _____

Purchase Order No: _____

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

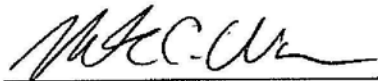
EXHIBIT D

AFFIDAVIT

Mark Wagner, 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:

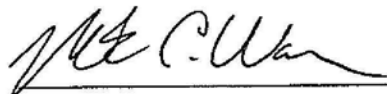
1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by
Club Car, LLC (the "Employer")
in the position of President & CEO.
3. I am familiar with the employment policies, practices, and procedures 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. Documentation of this enrollment and participation is attached and incorporated herein.
5. The Employer does not knowingly employ any unauthorized aliens.
6. To the best of my information and belief, the Employer does not currently employ any unauthorized aliens.
7. FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 12th day of April, 2023.



Printed: Mark Wagner

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.



Printed: Mark Wagner

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

108649

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
3/31/2023			377103	GPS Lease

CLUB CAR LLC
VENDOR 1074 N ORANGE AVE

SHIP TO
Brookshire Golf Course
12120 Brookshire Pkwy.
Carmel, IN 46033-

SARASOTA, FL 34236 -

(317) 846-7431

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
75391				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1207 Fund: 101 General Fund

Account: 43-530.99

1 Each

GPS Lease

\$36,353.00

\$36,353.00

Sub Total \$36,353.00



Send Invoice To:

Brookshire Golf Course

12120 Brookshire Pkwy.

Carmel, IN 46033-

(317) 846-7431

PLEASE INVOICE IN DUPLICATE

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

PAYMENT

\$36,353.00

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

SHIPPING INSTRUCTIONS

*SHIP PREPAID

*C.O.D. SHIPMENT CANNOT BE ACCEPTED

*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL

*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945

AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO

ORDERED BY

Bob Higgins

TITLE

General Manager/Supintendent

CONTROLLER

CONTROL NO. **108649**

CrossRoad Engineers, P.C.
Engineering Department - 2023
Appropriation # 2200 0 44-628.71 2022 Bond Fund; P.O. #108689
Contract Not To Exceed \$440,650.00

APPROVED
By: [Signature] Date: 4/25/23

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

THIS AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") entered into by and between the City of Carmel and CrossRoad Engineers, P.C. (the "Professional"), as City Contract dated June 1, 2022 shall amend the terms of the Agreement by adding the additional services to be provided by Professional consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

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

CrossRoad Engineers, P.C.

By:

James Brainard, Presiding Officer
Date: _____

Mary Ann Burke, Member
Date: _____

Lori S. Watson, Member
Date: _____

ATTEST:

Sue Wolfgang, Clerk
Date: _____

By:

Authorized Signature

Printed Name

Title

FID/TIN:

Date:

[Signature]

Trent E. Newport

President

35-1963331

4-25-23

Exhibit A



April 18, 2023

Mr. Jeremy Kashman, P.E.
City Engineer
City of Carmel
1 Civic Square
Carmel, IN 46032

Re: Penn One Eleven Roundabout
Preliminary Engineering Services Fee Proposal

Dear Jeremy:

Based on our conversations with you, our current knowledge of the project areas, and communications with various other involved entities, we have prepared this fee proposal for your review. This project is expected to be locally funded.

The following information has been prepared and is included herein:

- I. Project Description
- II. Scope of Professional Services
- III. Proposed Fees

We would like to thank you for this opportunity to continue our involvement in enhancing the City of Carmel through this project. If you should have any questions or need any further information, please do not hesitate to call me at (317) 780-1555 ext. 114.

Sincerely,

CrossRoad Engineers, PC

A handwritten signature in black ink, appearing to read "Trent E. Newport", is written over the printed name.

Trent E. Newport, P. E.
President

PENN ONE ELEVEN ROUNDABOUT

CrossRoad Engineers, PC

I. PROJECT DESCRIPTION

This project involves a new roundabout at the intersection of Pennsylvania Street and a new roadway entering the Penn One Eleven development in the northeast quadrant of 111th Street and Pennsylvania Street in Carmel, Indiana.

Included in this proposal is a description of the preliminary engineering services necessary for the complete development of the proposed improvements. These services include survey, roundabout capacity analysis, road design, lighting design, utility coordination, permit applications, and contract documents, right of way engineering services, and construction inspection services.

Also included in this proposal is an explanation of the communication and coordination with the Penn One Eleven development.

II. SCOPE OF PROFESSIONAL SERVICES

1. Route Survey and Topographic Survey

A Route Survey will be prepared since this project will involve right of way parcels. This work will generally follow INDOT procedures and will include locating (horizontally & vertically) all necessary features in the field such as edges of pavement, existing drainage structures and patterns, utilities, buildings, signs, etc. SAGE will perform independent company utility locates for this project. SAGE's services will include locating the public and private utilities including service lines except for sanitary laterals. SAGE will conduct non-destructive investigations, utilizing ground penetrating radar and electromagnetic locating to identify underground infrastructures and anomalies. Their findings will be incorporated within the topographic survey and into the design plans.

2. Roundabout Capacity Analysis/Preliminary Schematics

This work involves evaluating the expected performance of the proposed roundabout at Pennsylvania Street and the Penn One Eleven development entrance road in terms of traffic volume capacity and delay. Methodology as presented in the Highway Capacity Manual, latest edition will be utilized. Three traffic volume scenarios will be evaluated: base year, design year, and maximum.

The base year is expected to be the year the facility is constructed and open to traffic. The design year is expected to be 20 years after construction. The maximum scenario is the greatest amount of traffic growth the proposed facility can support within the prescribed capacity criteria. We will work with the proposed developer for peak hour traffic turning volumes and the City will provide the design year growth factor.

3. Design

Design and construction plans will be prepared in accordance with the City of Carmel's standards, guidelines and directions, and using INDOT standards where applicable. CrossRoad Engineers will submit plans to the City Engineer for review at the following milestones:

- Preliminary Plans (Approximately 35% complete)
- Field Check Plans (Approximately 70% complete)

Neither holding a public information meeting nor preparing landscaping design plans is included, but maintenance of traffic is. Based on conversations with staff, our scope will not include any detention or water quality design for this project since all runoff will be directed to the existing drainage to the west and/or to the proposed development to the east which is on a similar construction timeline.

4. Lighting Design

Preparation of lighting plans is included. These plans will document the roadway geometry, the location of the service points (indicating voltage being supplied), location of the poles, the orientation of the luminaires, the light source type and luminaire wattage, as well as any underground wiring, conduit, handholes, and cable duct markers that are needed.

5. Utility Coordination

Coordination with representatives from each of the utility companies having facilities within the project area will be included in this task. CrossRoad Engineers will communicate any relocation of facilities that may be needed and then review the relocation plans that the utility companies prepare. We will review any reimbursable claims by the utility companies and coordinate as necessary. This task does not include work associated with field locating the vertical depth of any utilities ("potholing"). This work will be in general accordance with INDOT policy and procedures currently in effect. However, this scope only addresses utility coordination through the design process. Utility coordination services during the construction phase will be provided as needed on an hourly basis.

6. Permit Applications

The project will likely require the disturbance of more than one acre of land; therefore, an IDEM CSGP permit will be required. As such, it is anticipated that

stormwater quality and quantity requirements may need to be met. It is anticipated that design calculations for quantity and quality treatment will be submitted to the City of Carmel for review and approval, while the Hamilton County Surveyors Office (HCSO) will review and approve the proposed SWPPP for CSGP conformance. Coordination with HCSO will be necessary to determine if an indirect outlet permit will be necessary for the project.

7. Bid Documents and Bidding Phase

Following the City Engineer's approval of Field Check Plans, final bid documents will be prepared, including construction plans, project specifications and final engineer's estimate. Bidding documents will be prepared using "front end" information and documents provided by the City. A CrossRoad Engineers representative will also attend and prepare agendas and minutes for the pre-bid, bid opening and the pre-construction meetings.

8. Coordination / Communication with Other Entities

During the development of this project, it is expected that coordination and communication will be required with the Penn One Eleven developer team. To facilitate this, we anticipate numerous conversations and meetings to communicate and coordinate the proposed improvements.

9. Right-of-Way Engineering Services

CrossRoad Engineers shall perform Right of Way Engineering work consisting of preparing right of way plans, property plats, and legal descriptions for those right of way parcels that need to be acquired for the project. There are expected to be 2 parcels of land to be acquired, and it is anticipated that the developer who owns the land along the east side of Pennsylvania Street will be donating the required r/w for the roadway improvements. This effort also includes a 20-year title research for the permanent right of way to be acquired. It is assumed that the City of Carmel will perform all appraising and buying directly for these parcels, but CrossRoad Engineers will provide RW staking if requested. All of this work will be completed in accordance with the Right of Way Engineering Procedure Manual, hereinafter called the MANUAL, 865 I.A.C. 1-12.

10. Construction Inspection & As-Builts

Once design is complete, CrossRoad Engineers will perform construction inspection and as-built plans for this project as directed by the City. The construction is expected to occur in 2024 and this work will be provided on an hourly basis per an attached Hourly Billing Rate similar to the one on the last page.

III. PROPOSED FEES

TASK DESCRIPTION	PROJECT LOCATION
	Penn One Eleven RAB
1. Route Survey & Topo Survey	\$37,500
2. RAB Capacity Analysis/Schematics	11,000
3. Design	127,000
4. Lighting Design	11,000
5. Utility Coordination	12,000
6. Permit Applications	7,500
7. Bid Docs and Bidding Phase	9,500
8. Coord/Comm w/ Other Entities	7,000
9. Right of Way Engineering Services T&E Report – 2 @ \$475 = \$950 R/W Engineering – 2 @ \$1500 = \$3000 Land Plat – 2 @ \$580 = \$1160 Legal Description – 3 @ \$580 = \$1740 RW Staking – 2 @ \$650 = \$1300	8,150
10. Construction Inspection & As-Builts	210,000
CONTRACT TOTAL	\$440,650



HOURLY BILLING RATES

PERSONNEL CLASSIFICATION

HOURLY RATE

DESIGN

Director	\$ 165.00
Senior Project Manager	145.00
Project Manager	130.00
Project Engineer	115.00
Assistant Project Engineer	100.00
CADD Manager	115.00
CADD Technician	100.00
Assistant CADD Technician	85.00
R/W Manager	160.00
R/W Appraiser	160.00
R/W Buyer	160.00

INSPECTION

Director	\$ 165.00
Resident Project Representative	130.00
Asst Resident Project Representative	120.00
Project Inspector	115.00
Assistant Project Inspector	90.00

SURVEY

Survey Manager	\$ 135.00
Assistant Survey Manager	115.00
Survey Crew - 1 Person	120.00
Crew Chief	100.00
Field Person	80.00
Researcher	90.00
Survey Technician	100.00

MISCELLANEOUS

Mileage (per mile)	Current IRS Rate
Other Direct Costs	at cost +15%

Rates Effective through December 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

108689

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
4/19/2023			068025	ASA 8 against Professional Services Contract Dated 6/1/22
CROSSROAD ENGINEERS, PC		City Engineering's Office		
VENDOR 115 N 17TH AVE		SHIP TO 1 Civic Square		
BEECH GROVE, IN 46107 -		Carmel, IN 46032-		
		Laurie Slick		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
75874				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 0 2022 Bond

Account: 44-628.71

1 Each

ASA 8 - 22-ENG-06 - Pennsylvania Street RAB -
Design/Bid/Construction Inspection

\$440,650.00 \$440,650.00

Sub Total \$440,650.00



Send Invoice To:

Jill Newport
CrossRoad Engineers, PC
115 N. 17th Avenue
Beech Grove, IN 46107

PLEASE INVOICE IN DUPLICATE

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

SHIPPING INSTRUCTIONS

*SHIP PREPAID.

*C.O.D. SHIPMENT CANNOT BE ACCEPTED

*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL

*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945

AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO

PAYMENT

\$440,650.00

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

ORDERED BY

Jeremy Kashman

Director

TITLE

CONTROLLER

James Crider

Director of Administration

CONTROL NO. **108689**

RESOLUTION NO. BPW 05-03-23-02

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 _____ day of _____, 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 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 Great GrowIN's, 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 1205 0 44-628.71 2021 IT Data Center Bond 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 Fourteen Thousand Five Hundred Ninety Five Dollars (\$14,595.00) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within thirty-five (35) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.
 - 3.2 Vendor agrees not to provide any Goods and Services to City that would cause the total cost of the Goods and Services provided by Vendor to City hereunder to exceed the Estimate, unless City has previously agreed, in writing, to pay an amount in excess thereof.
4. **WARRANTY:**
Vendor expressly warrants that the Goods and Services covered by this Agreement will conform to those certain specifications, descriptions and/or quotations regarding same as were provided to Vendor by City and/or by Vendor to and accepted by City, all of which documents are incorporated herein by reference, and that the Goods and Services will be delivered in a timely, good and workmanlike manner and free from defect. Vendor acknowledges that it knows of City's intended use and expressly warrants that the Goods and Services provided to City pursuant to this Agreement have been selected by Vendor based upon City's stated use and are fit and sufficient for their particular purpose.
5. **TIME AND PERFORMANCE:**
This Agreement shall become effective as of the last date on which a party hereto executes same ("Effective Date"), and both parties shall thereafter perform their obligations hereunder in a timely manner. Time is of the essence of this Agreement.

6. DISCLOSURE AND WARNINGS:

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

7. LIENS:

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

8. DEFAULT:

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

9. INSURANCE AND INDEMNIFICATION:

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

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

10. GOVERNMENT COMPLIANCE:

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

11. NONDISCRIMINATION:

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

12. E-VERIFY:

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

13. NO IMPLIED WAIVER:

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

14. NON-ASSIGNMENT:

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

15. RELATIONSHIP OF PARTIES:

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

16. GOVERNING LAW; LAWSUITS:

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

17. SEVERABILITY:

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

18. NOTICE:

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

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

If to Vendor: Great GrowIN's, LLC
200 S Rangeline Road, Suite 122
Carmel, Indiana 46032

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.

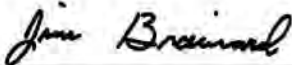
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as follows:

CITY OF CARMEL, INDIANA

Great GrowIN's, LLC

by and through its Board of Public
Works and Safety

By:



James Brainard, Presiding Officer

Date: 4-26-2023

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, Clerk

Date: _____

By:



Authorized Signature

Stephanie Carlson Miller

Printed Name

Owner/CEO

Title

FID/TIN: 81-4953071

Date: 04/24/2023

Great Growin's, LLC
 200 S Rangeline Rd Ste 122
 Carmel, IN 46032
 (317) 414-5607
 steph@greatgrowins.com

Quote 1253



ADDRESS	SHIP TO	DATE	TOTAL	EXPIRATION DATE
Audie Tarpley Dillon Construction Group Incorporated 6828 Hillsdale CT Indianapolis, IN 46250 USA	Audie Tarpley Dillon Construction Group Incorporated 6828 Hillsdale CT Indianapolis, IN 46250 USA	04/19/2023	\$14,595.00	05/19/2023

DATE	ITEM	QTY	PRICE
	Landscaping 1) #2 limestone, grading and leveling of front parking area from road to sidewalk west of building, slope stone from edge of sidewalk to prevent tripping hazard Erosion control and drainage, preparation of ditch, landscape fabric, commercial stone and rip rap around the drain. OPTION: 1 Slope stone from edge of concrete pad to drain. Area runs from the road, around the electrical box all of the way to the east end of the property.	1	7,950.00
	Landscaping 2) OPTION: 2 Instead of sloping stone, build paver retaining wall - height TBD along north end of door entry slab to hold stone in place. Wall starts appx 2 feet from the edge of the slab. Cut and prep base for retaining wall, glue block together to secure - ADD \$1575 to above pricing	1	1,575.00
	Landscaping 4) River Rock for planter bed along south side of building, Landscape Fabric	1	1,620.00

DATE	ITEM	QTY	PRICE
	Landscaping 5) Small retaining paver wall along and around drain under water tower hold stone in place and keep it out of the drain - metal edging is too short to prevent erosion into the drainage trench - Paver would be glued to top edge but need a base prepped to support the retaining wall around the actual drain grate.	1	1,950.00
	Landscaping 6) Sidewalk next to garage on north east end of property will require a block ledge glued to the edge of the sidewalk to keep the stone from falling on to the sidewalk. See attached sample photo.	1	1,500.00

Thank you for choosing to work with Great GrowIN's! We require a 50% deposit to start production. The balance is due upon completion. We look forward to servicing your biophilic design needs!

SUBTOTAL	14,595.00
TAX	0.00
TOTAL	\$14,595.00
THANK YOU.	

Accepted By

Accepted Date

EXHIBIT B
Invoice

Date:

Name of Company:

Address & Zip:

Telephone No.:

Fax No.:

Project Name: _____

Invoice No. _____

Purchase Order No: _____

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

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

Stephanie Carlson Miller, 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 Great GrowIN's (the "Employer")
in the position of Owner/CEO.
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 30 day of December, 2021.

Stephanie Carlson Miller

Printed: Stephanie Carlson Miller

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.

Stephanie Carlson Miller

Printed: Stephanie Carlson Miller

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

109686

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

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
4/20/2023			376210	IT Data Center Building Addition and Remodel - Landscaping

GREAT GROWIN'S
VENDOR 200 S RANGELINE RD
SUITE 122
CARMEL, IN 46032 -

General Administration
SHIP 1 Civic Square
TO Carmel, IN 46032-

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
76871				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1205 Fund: 0 2021 IT Data Center Bond

Account: 44-628.71

1 Each

IT Data Center Building Addition and Remodel - Landscaping

\$14,595.00

\$14,595.00

Sub Total

\$14,595.00



Send Invoice To:

Dept of Administration

1 Civic Square

Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$14,595.00

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 1941

AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

ORDERED BY

TITLE

CONTROLLER

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.

James Crider

Director of Administration

CONTROL NO. **109686**

ADDENDUM NO. 6 TO MASTER SERVICES AGREEMENT NO. 19555

APPROVED
By Sergey Grechukhin at 9:28 am, Apr 27, 2023

LASERFICHE EXPANSION ORDER

Pursuant to Master Services Agreement No. 19555 ("**Agreement**"):

This Laserfiche Expansion Order, designated as Addendum No. 6 is entered into as of _____, ("**Addendum Effective Date**"), by and between MCCi and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quote or proposals received.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum No. 6 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

MCCi, LLC

E-SIGNED by Sarah Haddock
on 2023-04-26 19:21:11 GMT
Signed: _____

Name: **Sarah Haddock**

Title: **Director of Sales Operations**

Date: **April 26, 2023**

CITY OF CARMEL ("Client")

Signed: _____

Name: _____

Title: _____

Date: _____

PRICING: LASERFICHE



3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Bill to: Timothy Renick
trenick@Carmel.In.Gov

Ship to: Seth Wanlass
swanlass@carmel.in.gov

cc AP Contact: abennett@carmel.in.gov

Client Name: City of Carmel

Quote Date: April 17, 2023

Client Address: 3 Civic Square, Carmel, IN 46032

Quote Number: 27214

Order Type: Expansion

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Annual Total</i>
<u>MCCi ANNUAL SUBSCRIPTION</u>			
<input checked="" type="checkbox"/> Laserfiche PowerPack by MCCi Subscription <i>Requires dedicated Full Named User.</i>	1	\$1,000.00	\$1,000.00
<i>MCCi Annual Recurring Subscription Subtotal</i>			<i>\$1,000.00</i>

GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION	<i>\$1,000.00</i>
--	--------------------------

<input checked="" type="checkbox"/> <i>MCCi Subscription Proration for 12+ Months</i>	<i>\$43.84</i>
--	-----------------------

TOTAL LASERFICHE PROJECT COST	<i>\$1,043.84</i>
--------------------------------------	--------------------------

Client will use Supplemental Support Hours for Installation and Configuration of Laserfiche PowerPack

All Quotes Expire 30 Days from Quote Date

This is NOT an invoice. Please use this confirmation to initiate your purchasing process.

RECURRING SERVICES

The Recurring Services portion of this Order will be based on the pricing at the time of renewal. It will systematically renew unless written notice of termination has been provided per the master agreement. In the event that a manufacturer increases its prices for recurring annual services, the increase will be passed along to the Client. No more than once per year, MCCi may adjust its recurring annual services (services not related to 3rd party manufacturers) to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase. Please note that if you subscribe to volume-based solutions, additional user licenses may increase the cost of those items at the time of your next annual renewal.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	Within 30 days of receipt of Order

The act of MCCi processing orders determines the start date of annual Recurring Service periods. Establishment of start dates for 3rd party manufacturer products are subject to each manufacturer's current policy.

BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	<ul style="list-style-type: none">▪ Initial Sale: Upon delivery of software or activation of the subscription▪ Annual Renewal: 75 days in advance of expiration date

MCCi shall not send any invoices nor claim payment for any fees or expenses incurred by MCCi until both parties authorize this Order. Sales tax will be invoiced where applicable and is NOT included in the Pricing section.

MCCi ASSUMPTIONS

TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

RETURN POLICY

Any product returns are subject to the manufacturer's return policy.

LIMITED LIABILITY

If the Master Agreement is silent on each Parties' limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.

PRE-EXISTING INTELLECTUAL PROPERTY (IP)

The following products noted below are deemed Pre-existing IP as defined in the Master Agreement and are not considered "Works Made for Hire" and as such all rights, title or interest remains with MCCi. Client shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use the product(s) as such product(s) is integrated into the solution purchased by Client.

- Laserfiche PowerPack by MCCi
- Laserfiche EnerGov Integration by MCCi
- Laserfiche Neogov Integration by MCCi
- GoFiche Suite for Avante/Rio/Subscription
- Common Web Service API for Laserfiche

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally without MCCi's help. MCCi is not responsible for any damage caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates as provided by software manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For MCCi to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all MCCi installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

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

CITY OF CARMEL, INDIANA

By and through its Board of Public Works and Safety

BY:

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, Clerk

Date: _____

CITY OF CARMEL, INDIANA

Reviewed/Approved Via Email
CPD Horner 4-14-23
CFD Heavner 4-18-23
CRED Brewer 4-25-23

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

* Must be at least 18 years of age to complete this form.

CONTACT INFORMATION:

Contact Person Sondra Schwieterman

Email Sondra_schwieterman@outlook.com

Phone Number: 3176578263

Cell Number: 3176578263

Name/Organization: City of Carmel - Community Relations

Address 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: Art of Wine

Event Date End Date
5/20/2023 5/20/2023

Number of People Expected: 5,000

Set-Up Start time

Tear Down End Time

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

Description of Event:

Provide a brief description of event

This is an amendment to the original BPW Request.

We need to update the Art of Wine BPW to include the closure of 1st Ave NW to the entrance of the Sophie Square parking lot to allow for the possibility that Veterans Way may be under construction during the event. We are moving the restroom from across from Muldoons to diagonal from Pint Room.

I also need to add that we plan to use Sophia Square for VIP ticket holders.

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
- ☐ MDTOWN 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

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 Merchant(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood
Name/Streets to be closed

Include addresses as appropriate

UPLOAD MAP

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

Type of Closure:

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

Explain lane restrictions needed and other needed below:

Further Info for type of closure

SECURITY DEPOSIT AND FEE:

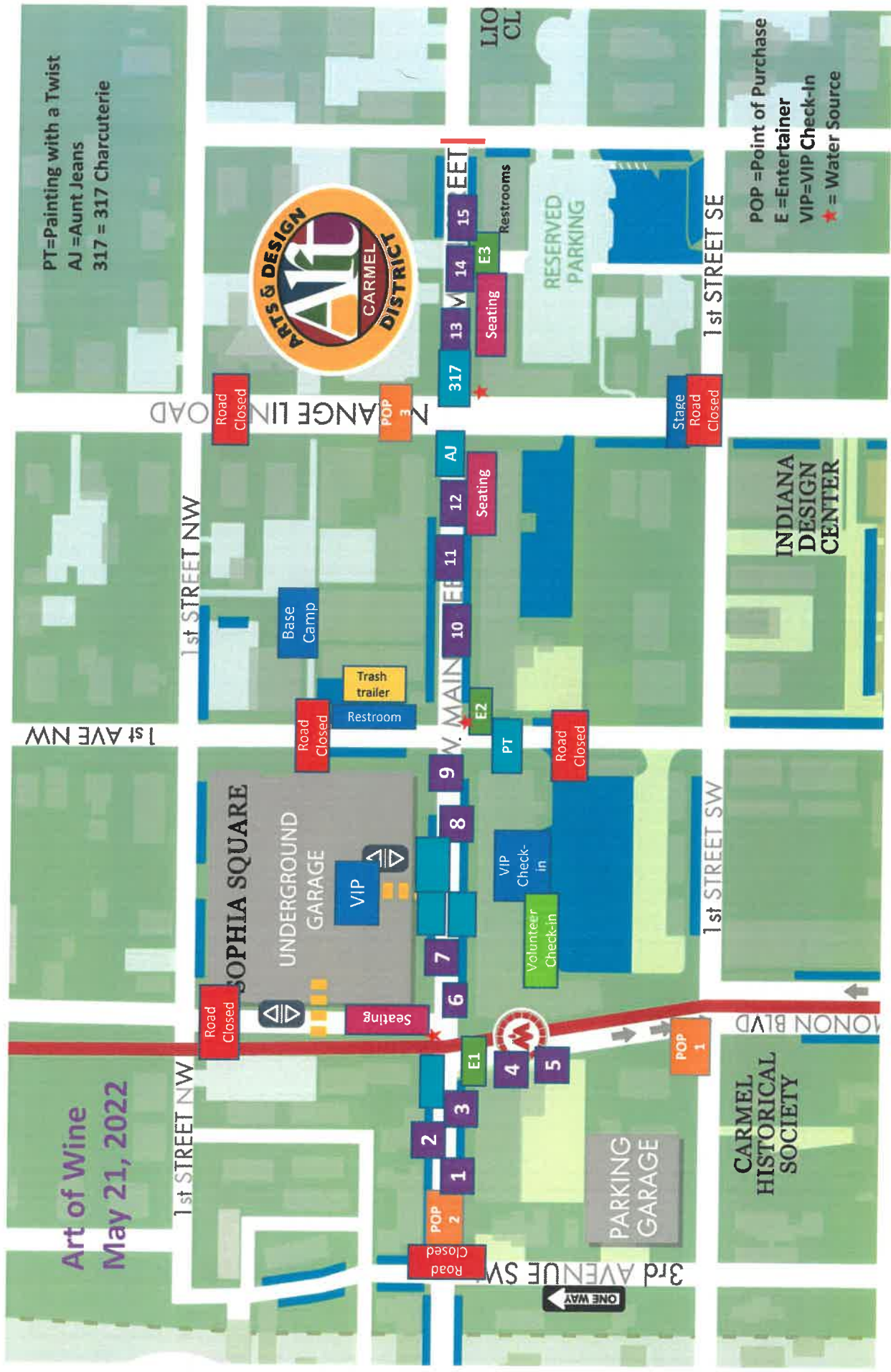
A refundable Security Deposit in the amount of \$100 for any applicant located or residing *within* Carmel city limits or a non-refundable event fee in the amount of \$150 for any applicant located or residing *outside* of Carmel city limits must be received prior to application review or processing.

Payment may be made online using a credit or debit card at <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.

Art of Wine May 21, 2022



PT=Painting with a Twist
AJ=Aunt Jeans
317=317 Charcuterie

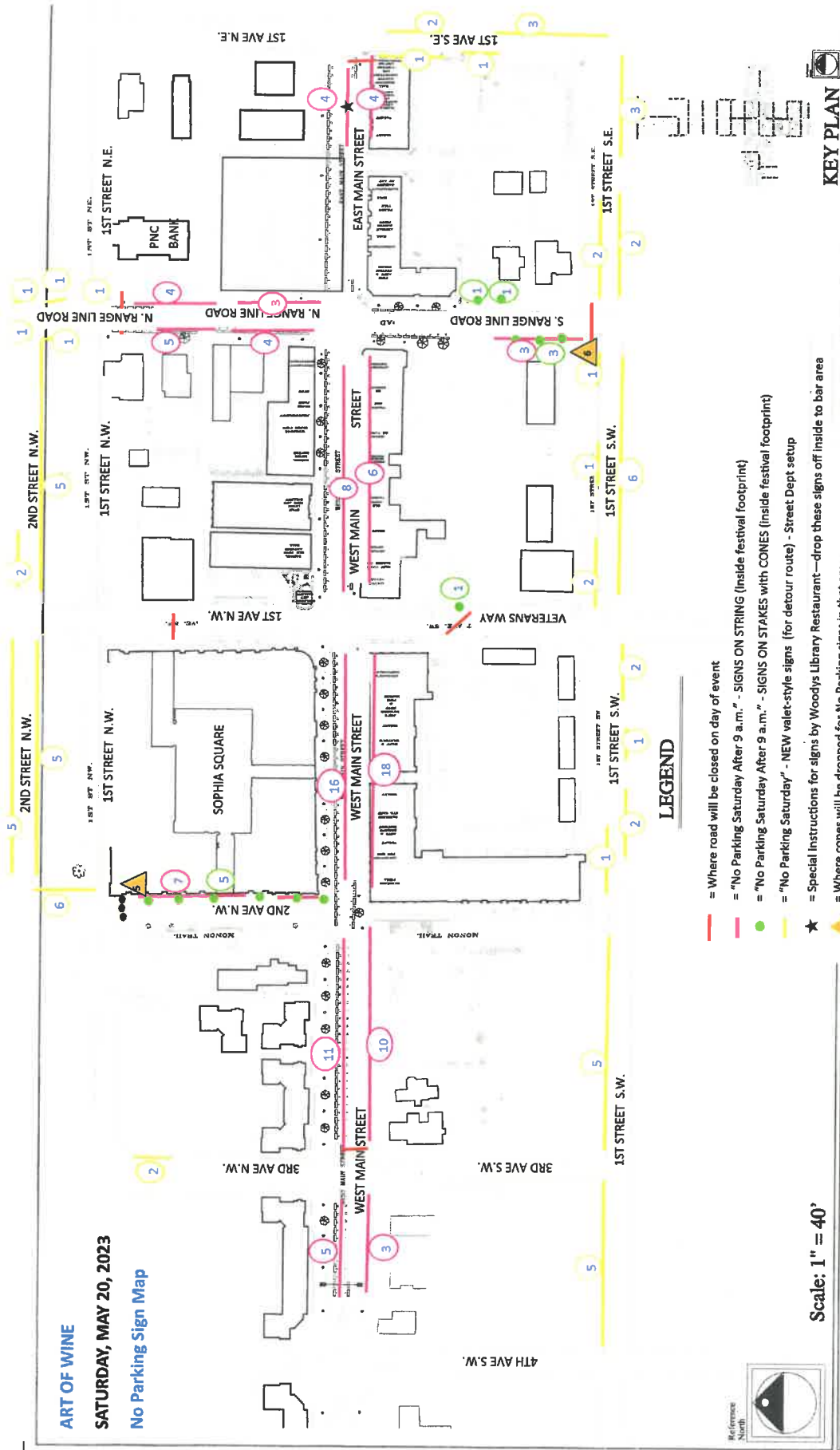


POP=Point of Purchase
E=Entertainer
VIP=VIP Check-In
★=Water Source

ART OF WINE

SATURDAY, MAY 20, 2023

No Parking Sign Map



LEGEND

- = Where road will be closed on day of event
- = "No Parking Saturday After 9 a.m." - SIGNS ON STRING (inside festival footprint)
- = "No Parking Saturday After 9 a.m." - SIGNS ON STAKES with CONES (inside festival footprint)
- = "No Parking Saturday" - NEW valet-style signs (for detour route) - Street Dept setup
- = Special Instructions for signs by Woody's Library Restaurant—drop these signs off inside to bar area
- = Where cones will be dropped for No Parking signs in that area

Scale: 1" = 40'

ARTS AND DESIGN DISTRICT

Carmel Arts and Design District
Carmel, Indiana
26 March 2009 Project #P29034



CSO Architects

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.

City of Carmel/Sondra Schwieterman
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

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

*

3176578263
Phone Number (Required)

1 Civic Square
Address of Organization/Applicant

3/24/2023
Date

*

☒ I confirm that I am 18 years of age or older.

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

Reviewed/Approved Via Email

CPD Horner 4-14-23

INFORMATION

ENG Kirsh CFD Heavner 4-18-23

CRED Brewer 4-25-23

SPECIAL EVENT / FACILITY USE REQUEST FORM

* Must be at least 18 years of age to complete this form.

CONTACT INFORMATION:

Contact Person Matt Tanner

Email mtanner242@gmail.com

Phone Number: 3172818479

Cell Number:

Name/Organization: ROLLFAST

Address

Street Address

10630 Westfield blvd

Address Line 2

City

CARMEL

Postal / Zip Code

46280-1243

State / Province / Region

IN

Country

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: Community Bicycle Events "SLOW ROLL DINNER CRUISE"

Event Date

6/13/2023

Plus dates: 7/11/23 & 8/8/23

End Date

6/13/2023

Number of People Expected: 50

Set-Up Start time 05:00:00 PM

Tear Down End Time 07:00:00 PM

Event Start time:

06:00:00 PM

Event end time:

07:00:00 PM

Rehearsal

☒ NA

Rehearsal Date:

Rehearsal

Start Time:

Rehearsal

End Time:

Fees?

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

☒ YES

☐ NO

Description of Event:

Provide a brief description of event

Adult bike ride followed by dinner or beverages on the town

Attach additional pages if needed-SEE BELOW

2022_Bike_Carmel_Dinner_Ride_Route.pdf

898.1KB

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.**

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

See route attached

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 Would like to have 2 CPD motorcycles escort as done in previous years

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.

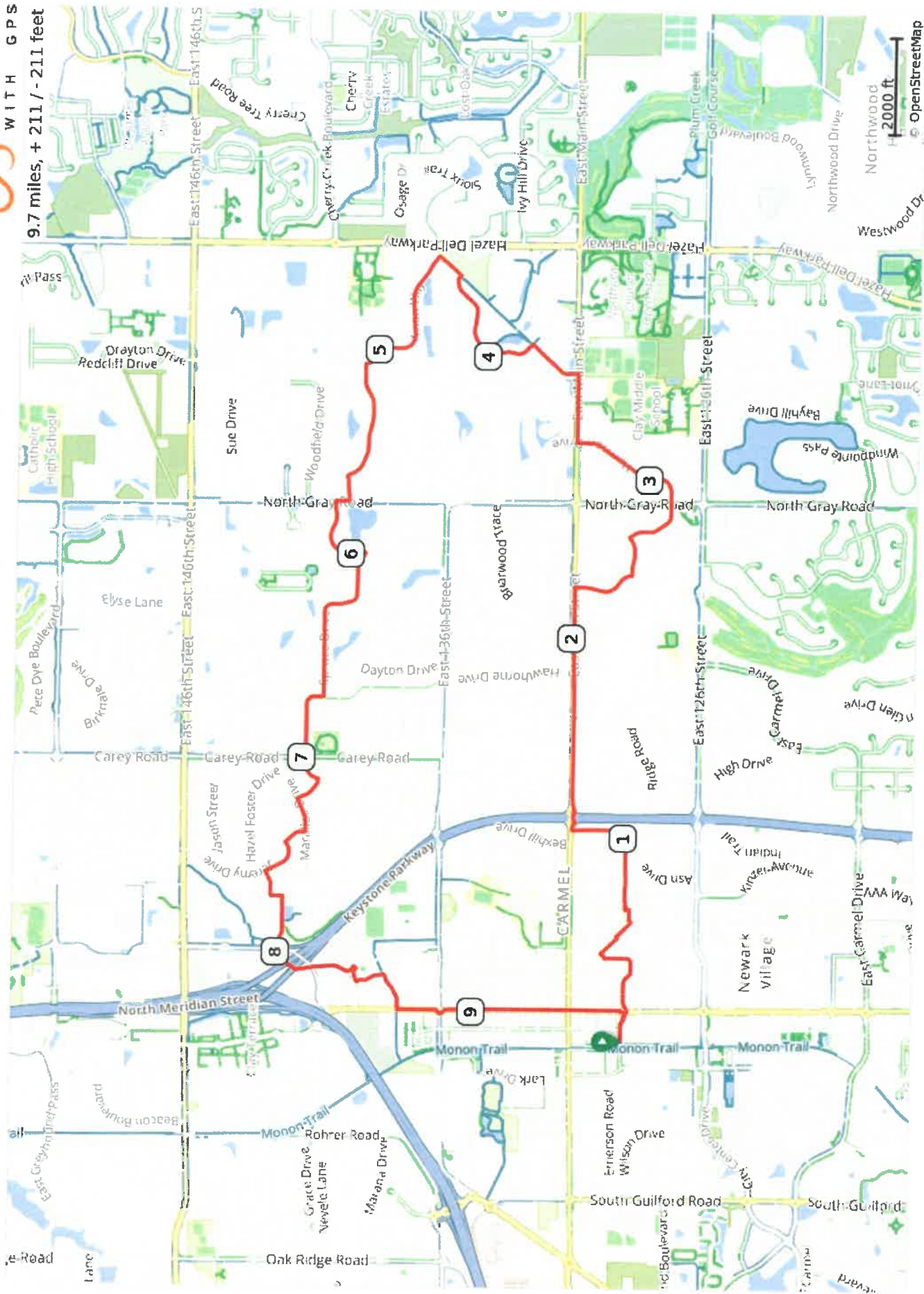
Payment may be made online using a credit or debit card at <https://www.govpaynow.com> . PLC #A0026j, calling the Govpay call center at 1-888-604-7888 (give them PLC#) or in the form of a certified check or money order made payable to the City of Carmel. (Mail to: Carmel City hall, Attn: Lobby Desk,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

RIDE
WITH GPS
9.7 miles, + 211 / - 211 feet



2023 Bike Carmel Dinner Ride Route

0.0	Start of route
0.1	At roundabout, take exit 2 onto East Elm Street
0.3	Slight R onto Carmel View Drive
0.4	R onto Carmel View Drive
1.2	R onto East Main Street
1.3	Enter roundabout
2.2	R onto Brookshire Parkway
2.4	L onto Camborne Drive
2.6	R onto Wembley Road
3.3	R onto East Main Street
3.6	L onto Cherry Tree Road
4.4	L onto Cherry Tree Road
4.5	L onto Avian Way
5.0	L onto Dove Drive
5.1	L onto Deer Ridge Drive South
5.6	L onto Deer Ridge Drive North
5.6 miles. +104/-129 feet	

8.9	Enter roundabout
8.9	Slight R onto North Range Line Road
9.6	At roundabout, take exit 1 onto West Elm Street
9.7	End of route

1.0 miles. +20/-9 feet

5.7	R onto North Gray Road
5.7	L onto Wedgewood Lane
6.1	R onto Spruce Drive
6.7	R onto Hawthorne Drive
6.8	Slight L onto Hawthorne Drive West
7.0	At roundabout, take exit 2 onto Hawthorne Drive West
7.1	R onto Smokey Ridge Drive
7.2	L onto Maralice Drive
7.4	R onto Jesse Lane
7.5	L onto Joshua Drive
7.6	L onto Laura Drive
7.7	L onto Laura Vista Drive
7.8	R onto Hagan-Burke Trail
8.0	Slight L onto Hagan-Burke Trail
8.5	R onto Hagan-Burke Trail
8.7	L onto North Range Line Road
3.1 miles. +75/-66 feet	

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.

Rollfast / Matt Tanner
Name of Organization/Applicant

*

MATT TANNER

Signature of Authorized Agent/Applicant

Matt Tanner
Printed Name and Title (If applicable)

*

3172818479
Phone Number (Required)

10630 Westfield Blvd
Carmel, IN 46280
Address of Organization/Applicant

4/7/2023
Date

*

☒ I confirm that I am 18 years of age or older.

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

Reviewed/Approved Via Email

CPD Horner 4-14-23

INFORMATION

ENG Kirsh

CFD Heavner 4-18-23

CRED Brewer 4-25-23

SPECIAL EVENT / FACILITY USE REQUEST FORM

* Must be at least 18 years of age to complete this form.

CONTACT INFORMATION:

Contact Person Matt Tanner

Email mtanner242@gmail.com

Phone Number: 3172818479

Cell Number:

Name/Organization: ROLLFAST

Address Street Address

10630 Westfield blvd

Address Line 2

City

CARMEL

Postal / Zip Code

46280-1243

State / Province / Region

IN

Country

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: Community Bicycle Events " FAMILY FUN RIDE"

Event Date

5/13/2023

Plus dates: 6-10-23,
7-8-23, 8-12-23

End Date

5/13/2023

Number of People Expected: 100

Set-Up Start time 07:00:00 AM

Tear Down End Time 12:00:00 PM

Event Start time:

09:00:00 AM

Event end time:

12:00:00 PM

Rehearsal

☒ NA

Rehearsal Date:

Rehearsal

Start Time:

Rehearsal

End Time:

Fees?

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

☐ YES

☒ NO

Description of Event:

Provide a brief description of event

Kids bike ride and activities

Attach additional pages if needed-SEE BELOW

parking area.png

433.68KB

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

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

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

☒ Other Carmel Elementary School Parking Lot

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

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:



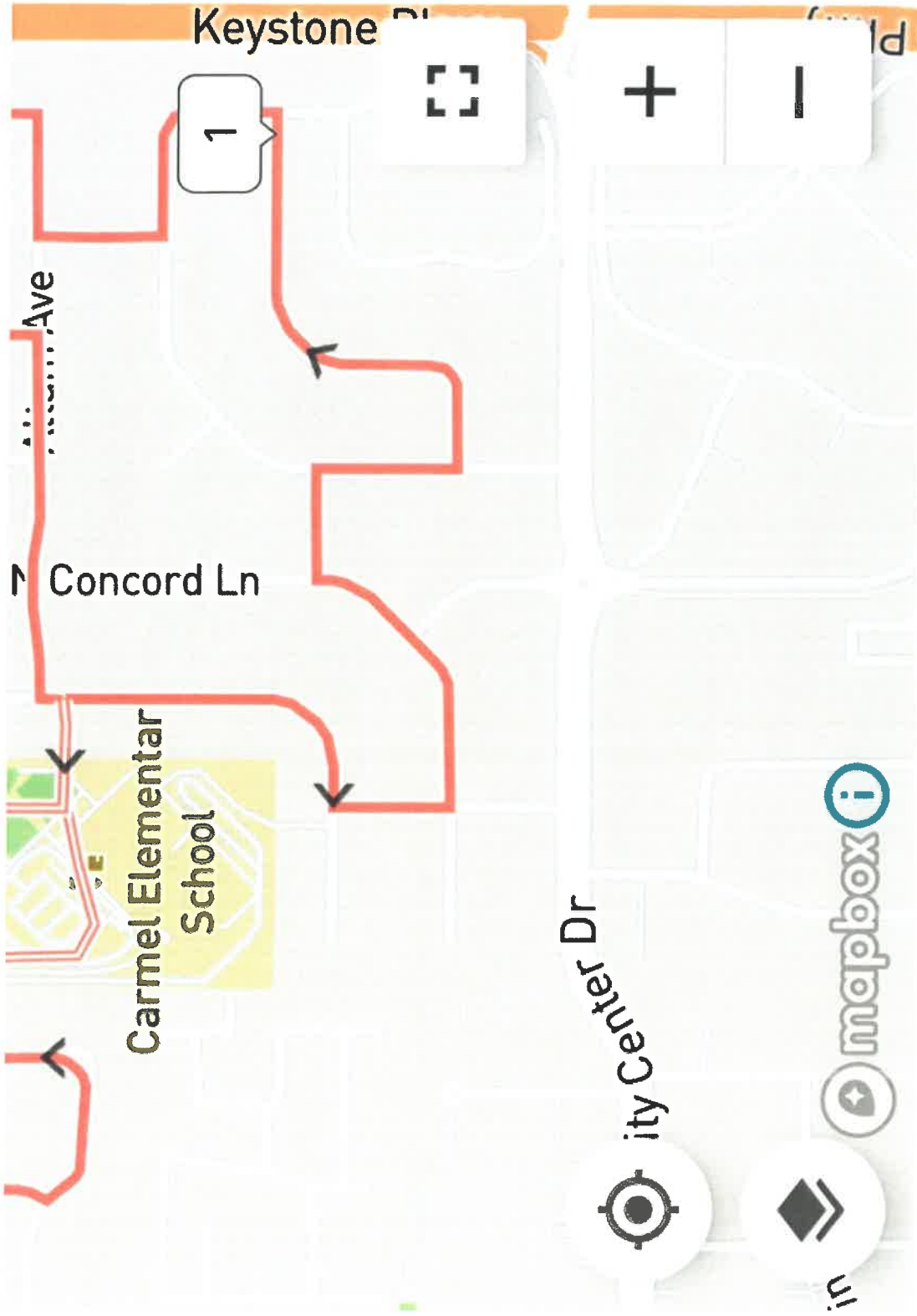
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Bike Carmel 2022 (Planning @ Carmel Elementary School)

Created Oct 25, 2021 5:23 PM by ROLLFAST (RFCC)

2.5 mi **35** ft **0:07** est. time

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.

Rollfast / Matt Tanner

Name of Organization/Applicant

*

MATT TANNER

Signature of Authorized Agent/Applicant

Matt Tanner

Printed Name and Title (If applicable)

*

317-281-8479

Phone Number (Required)

10630 Westfield Blvd

Carmel IN 46280

Address of Organization/Applicant

4/7/2023

Date

*

☒ I confirm that I am 18 years of age or older.

Public Use Policy *

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Public Use Policy Acknowledgement and Agreement (Required)

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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 3-31-23
CFD Heavner 3-31-23
CRED Brewer 4-25-23

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

* Must be at least 18 years of age to complete this form.

CONTACT INFORMATION:

Contact Person Marissa Kay

Email mkay@carmel.in.gov

Phone Number:

Cell Number: (317) 618-2799

Name/Organization: City of Carmel

Address
Street Address
1 Civic Square
Address Line 2

City

Carmel

Postal / Zip Code
46032

State / Province / Region

IN

Country

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: Midtown Block Party

Event Date

5/13/2023

End Date

5/13/2023

Number of People Expected: 1,000

Set-Up Start time 10:00:00 AM

Tear Down End Time 08:00:00 PM

Event Start time:

02:00:00 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

A summer fun kickoff party for the whole family! This event will have yard games, balloon art, glitter tattoos, food trucks, a live DJ and more!

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

☒ MIDDTOWN 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
10

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 Utilizing Midtown stage.

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 Utilizing Midtown Plaza and Elm Street between Northbound Monon boulevard and
Name/Streets to be closed Veterans Way
Include addresses as appropriate

UPLOAD MAP

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

Midtown Block Party Tentative Map.jpg

69.11KB

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:



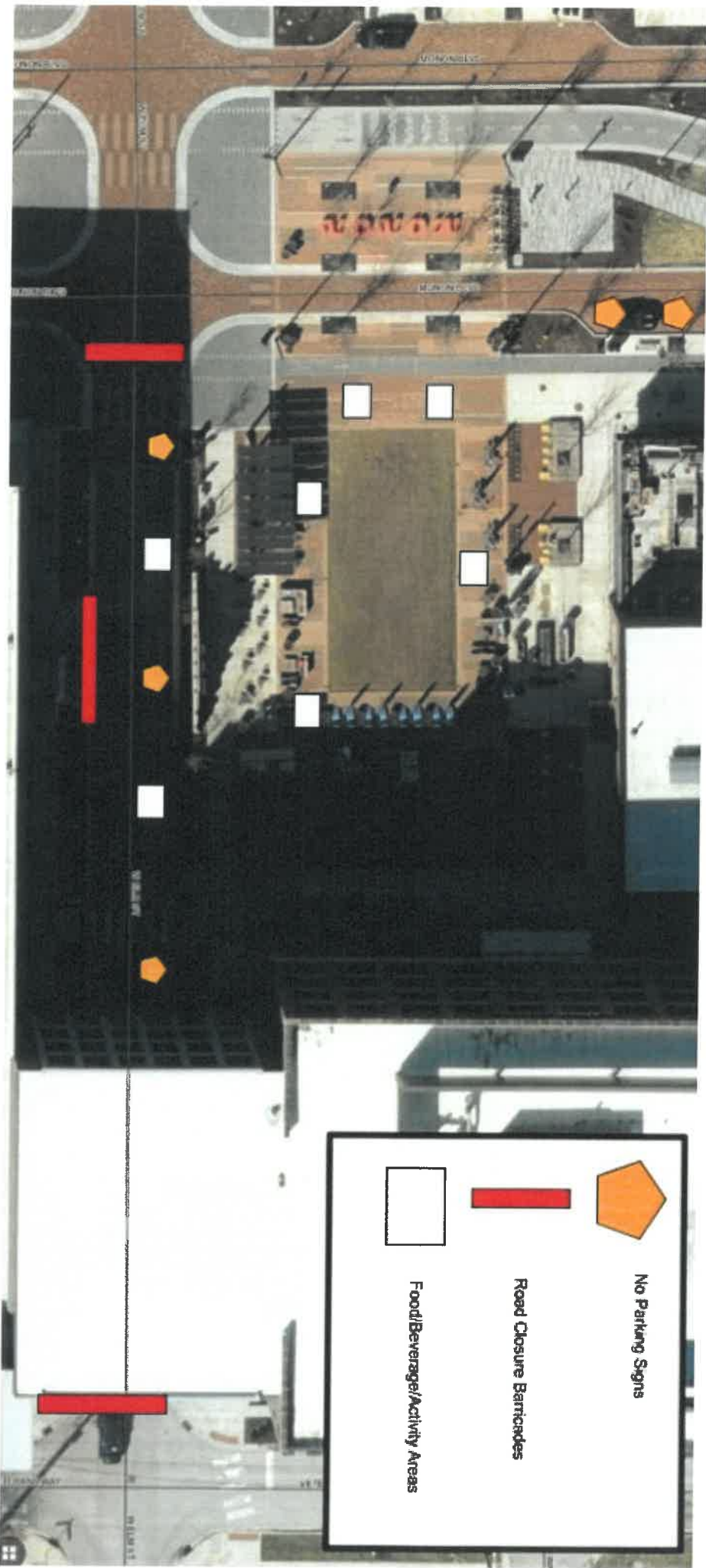
A refundable Security Deposit in the amount of **\$100** for any applicant located or residing **within** Carmel city limits or a non-refundable event fee in the amount of **\$150** for any applicant located or residing **outside** of Carmel city limits must be received prior to application review or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

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No Parking Signs



Road Closure Barricades



Food/Beverage/Activity Areas

ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT

TO COMPLY WITH CITY PUBLIC USE POLICY

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City of Carmel
Name of Organization/Applicant

*

Marissa Kay

Signature of Authorized Agent/Applicant

Marissa Kay Community Relations Specialist
Printed Name and Title (If applicable)

*

(317) 618-2799
Phone Number (Required)

1 Civic Square
Address of Organization/Applicant

3/30/2023
Date

*

☒ I confirm that I am 18 years of age or older.

Public Use Policy *

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Public Use Policy Acknowledgement and Agreement (Required)

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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

OK-Center Perf Arts,
REI, Hotel Carmichael

Reviewed/Approved Via Email
CPD Horner 4-20-23
CFD Heavner 4-20-23
CRED Brewer 4-25-23

SPECIAL EVENT / FACILITY USE REQUEST FORM

* Must be at least 18 years of age to complete this form.

CONTACT INFORMATION:

Contact Person Julie Block

Email julieeblock13@gmail.com

Phone Number: 2245673878

Cell Number:

Name/Organization: Block/Hodgson Wedding

Address
Street Address
45 Blackstock Drive Unit 3
Address Line 2
City
Crested Butte
Postal / Zip Code
81224

State / Province / Region
CO
Country
USA

Organization Type: Individual

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

- ☒ Yes
☐ No

Event/Use Purpose: Wedding Ceremony

Event Date
9/14/2024

End Date
9/14/2024

Number of People Expected: 175

Set-Up Start time 10:00:00 AM

Tear Down End Time 06:00:00 PM

Event Start time:

04:00:00 PM

Event end time:

05:00:00 PM

Rehearsal

☐ NA

Rehearsal Date:

9/13/2024

Rehearsal 01:00:00 PM

Start Time:

Rehearsal 02:00:00 PM

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

My fiancé, Christian Hodgson, and I are wondering if it is possible to hold our wedding ceremony on one of Carmel's beautiful outdoor properties. Christian was born and raised in Noblesville (and his parents are still there), and I spent years living at the City Center Apartments across from the Palladium, so while we currently live in Colorado, Indiana is the place that feels most like home. We are hoping to hold our reception at the Palladium, so would love to be able to have the ceremony right outside (and can move it inside the Palladium in the event of rain), but would also be open to the Civic Square area! The date is flexible to September 7th if the 14th is unavailable. Please let me know if this might be possible and if so, what other information you might need from me to make it happen! Thanks in advance for your consideration.

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 East Patio of Palladium

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.

May rent a tent to cover 150 seated people in the event of rain

Size of Tent (s) (Tents 20 x 20 or larger require inspection by Carmel Fire Department, 317-571-2600)

☐ Bounce House

- ☒ N/A

☐ Other

Not yet determined

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

N/A

Name/Streets to be closed Include addresses as appropriate

UPLOAD MAP

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

Type of Closure:

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

Explain lane restrictions needed and other needed below:

Further Info for type of closure

SECURITY DEPOSIT AND FEE:



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Mayor's Office

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Julie Block
Name of Organization/Applicant

*

Julie Block

Signature of Authorized Agent/Applicant

Julie Block
Printed Name and Title (If applicable)

*

2245673878
Phone Number (Required)

45 Blackstock Drive Unit 3
Crested Butte, CO 81224
Address of Organization/Applicant

4/13/2023
Date

*

☒ I confirm that I am 18 years of age or older.

Public Use Policy *

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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 4-20-23
CFD Heavner 4-20-23
CRED Brewer 4-25-23

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

* Must be at least 18 years of age to complete this form.

CONTACT INFORMATION:

Contact Person Amanda Jo Spurgeon

Email aspurgeo@ccs.k12.in.us

Phone Number: 7652286005

Cell Number:

Name/Organization: Carmel Elementary

Address
Street Address
5082 Waterhaven Drive
Address Line 2

City	State / Province / Region
Noblesville	IN
Postal / Zip Code	Country
46062	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: Carmel Elementary School, 3rd grade field trip to watch a movie at Midtown

Event Date	End Date
5/22/2023	5/22/2023

Number of People Expected: 125

Set-Up Start time 12:00:00 PM

Tear Down End Time 02:00:00 PM

Event Start time:

12:00:00 PM

Event end time:

02:00:00 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 third grade group at Carmel Elementary would like to come and watch a movie at Midtown.

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:



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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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 Elementary School
Name of Organization/Applicant

*

Amanda Spurgeon

Signature of Authorized Agent/Applicant

Amanda Spurgeon
Printed Name and Title (If applicable)

*

7652286005
Phone Number (Required)

5082 Waterhaven Dr
Noblesville IN
Address of Organization/Applicant

4/18/2023
Date

*

☒ I confirm that I am 18 years of age or older.

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

Approved by Ron Carter
for Farmers Market

Reviewed/Approved Via Email
CPD Horner 3-31-23
CFD Heavner 3-31-23
CRED Brewer 4-25-23

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

* Must be at least 18 years of age to complete this form.

CONTACT INFORMATION:

Contact Person Abigail Tomlin

Email atomlin@thecenterpresents.org

Phone Number: 3178193519

Cell Number:

Name/Organization: The Center for the Performing Arts

Address
Street Address
One Carter Green
Address Line 2

City	State / Province / Region
Carmel	IN
Postal / Zip Code	Country
40632	USA

Organization Type: Non-Profit Organization

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

☒ Yes
☐ No

Event/Use Purpose: Center Celebration 2023 presented by Ice Miller

Event Date	End Date
9/23/2023	9/23/2023

Number of People Expected: 400

Set-Up Start time 09:00:00 AM

Tear Down End Time 09:00:00 AM PM

Event Start time:

05:00:00 PM

Event end time:

11:00:00 PM

Rehearsal

☒ NA

Rehearsal Date:

Rehearsal

Start Time:

Rehearsal

End Time:

Fees?

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

☐ YES

☒ NO

Description of Event:

Provide a brief description of event

The Center will install a tent at the base of the south Palladium steps for our annual gala. The tent will be installed sometime between 9a and 4p on Friday, Sept. 22 and will be taken down between 9a and 4p on Monday, Sept. 25. I realize this conflicts with the Farmer's Market but we'll contact them directly for permission.

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
- ☐ MDTOWN PLAZA - Events must be free and open to the public.
- ☐ REFLECTING POOL - Please note that Veteran's Plaza is NOT available for use.
- ☒ Other Base of the South Palladium Steps

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

Request that Carter
Green Loop be closed
to vehicular traffic

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.

20x20

Size of Tent (s) (Tents 20 x 20 or larger require inspection by Carmel Fire Department, 317-571-2600)

☐ Bounce House

☐ N/A

☐ Other

A Classic

Name of Merchants(s) doing the setup

3172517368

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood

Carter Green loop

Name/Streets to be closed

Include addresses as appropriate

UPLOAD MAP

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

Type of Closure:

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

Explain lane restrictions needed and other needed below:

Further Info for type of closure

SECURITY DEPOSIT AND FEE:

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Mayor's Office

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Center for the Performing Arts/ Abigail Tomlin
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Abigail Tomlin, Event Manager
Printed Name and Title (If applicable)

*

3178153519
Phone Number (Required)

One Carter Green
Carmel, IN 46032
Address of Organization/Applicant

3/28/2023
Date

*

 I confirm that I am 18 years of age or older.

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

Reviewed/Approved Via Email
CPD Horner 4-20-23
CFD Heavner 4-20-23
CRED Brewer 4-25-23

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

* Must be at least 18 years of age to complete this form.

CONTACT INFORMATION:



Contact Person Alex Conrad

Email conradalex2@gmail.com

Phone Number: 2198638586

Cell Number:

Name/Organization:

Address Street Address
13420 Hoosier Hill Drive
Address Line 2
311
City State / Province / Region
Carmel Indiana
Postal / Zip Code Country
46032 United States

Organization Type: Individual

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

Event/Use Purpose: Wedding ceremony

Event Date End Date
6/16/2023 6/16/2023

Number of People Expected: 40

Set-Up Start time 03:00:00 PM

Tear Down End Time 08:00:00 PM

Event Start time:

05:00:00 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

Small wedding ceremony to be held with family and friends.

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

☐ CARTER GREEN (area between Palladium & theater building)

☒ CIVIC SQUARE FOUNTAIN AREA - photos

☒ CIVIC SQUARE GAZEBO / LAWN - ceremony

☒ JAPANESE GARDEN - photos

☐ 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** We'll have 35-40 white folding chairs for the ceremony. Working on finalizing vendor for that.

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood
Name/Streets to be closed

Include addresses as appropriate

UPLOAD MAP

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

Type of Closure:

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

Explain lane restrictions needed and other needed below:

Further Info for type of
closure

SECURITY DEPOSIT AND FEE:



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ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY PUBLIC USE POLICY

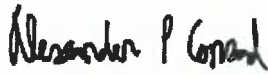
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Alexander Conrad
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Printed Name and Title (If applicable)

*

2198638586
Phone Number (Required)

Address of Organization/Applicant

4/17/2023
Date

*

☒ I confirm that I am 18 years of age or older.

Public Use Policy *

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Public Use Policy Acknowledgement and Agreement (Required)

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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

Reviewed/Approved Via Email

CPD Horner 4-14-23

CFD Heavner 4-18-23

~~CRED Brewer 4-25-23~~**INFORMATION****SPECIAL EVENT / FACILITY USE REQUEST FORM**

* Must be at least 18 years of age to complete this form.

CONTACT INFORMATION:

Contact Person Dawn Fisher

Email dfisher@carmel.in.gov

Phone Number:

Cell Number: 3174994469

Name/Organization: Carmel Police Department

Address Street Address

3 Civic Sq

Address Line 2

City

Carmel

Postal / Zip Code

46032

State / Province / Region

IN

Country

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: National Night Out

Event Date

8/1/2023

End Date

8/1/2023

Number of People Expected: 300

Set-Up Start time 09:00:00 AM

Tear Down End Time 09:00:00 PM

Event Start time:

05:00:00 PM

Event end time:

08:00:00 PM

Rehearsal

☒ NA

Rehearsal Date:

Rehearsal

Start Time:

Rehearsal

End Time:

Fees?

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

☐ YES

☒ NO

Description of Event:

Provide a brief description of event

CPD invites the public out for an evening full of fun with officers.

see attached

Attach additional pages if needed-SEE BELOW

National Night Out description.docx

13.62KB

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

25

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

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 attached -map
Name/Streets to be closed Include addresses as appropriate

UPLOAD MAP

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

National Night Out 2023 Map.pdf

147.38KB

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

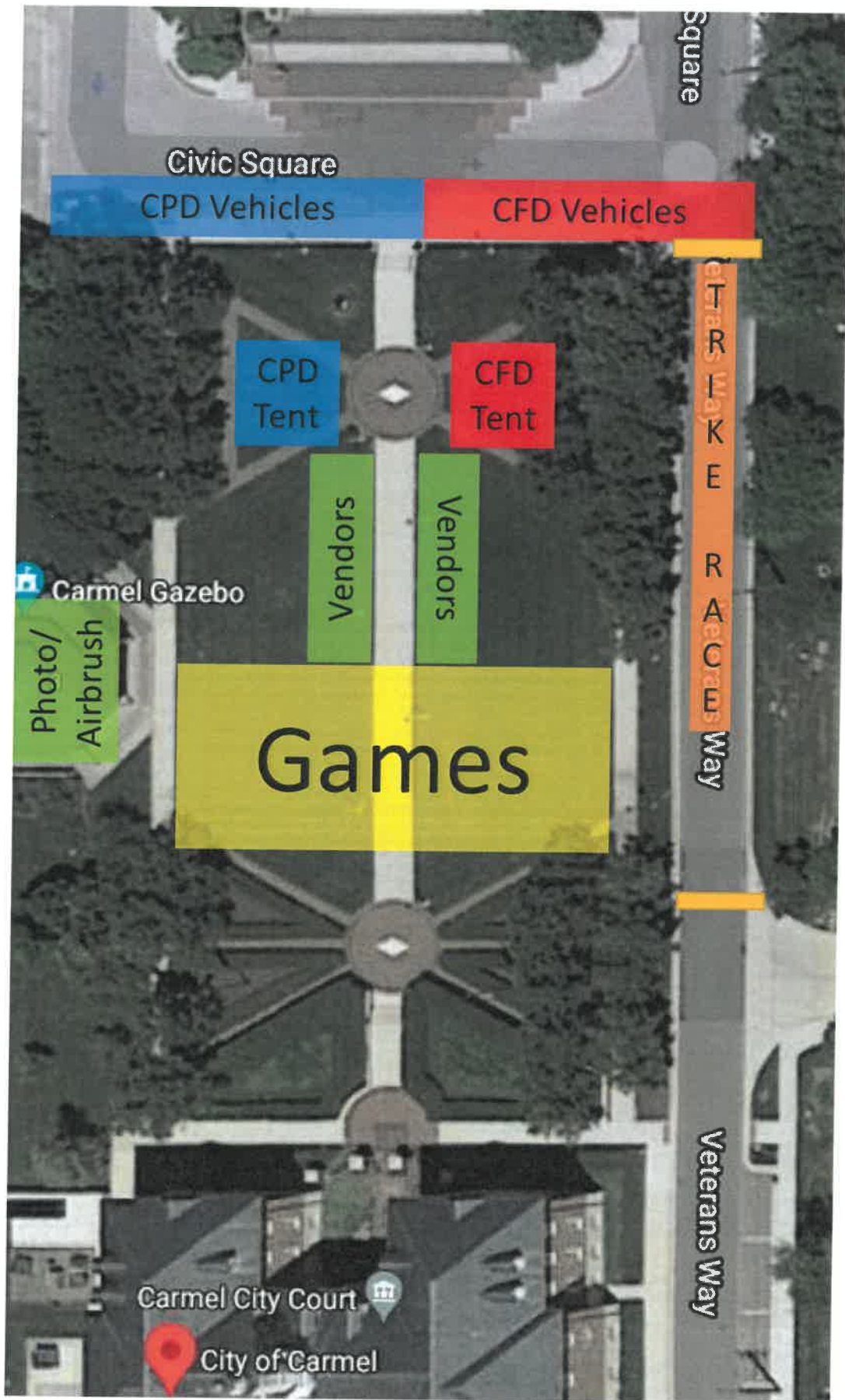
SECURITY DEPOSIT AND FEE:

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CPD- Dawn Fisher
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Dawn Fisher-Community Relations
Printed Name and Title (If applicable)

*

317-499-4469
Phone Number (Required)

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

4/12/2023
Date

*

 I confirm that I am 18 years of age or older.

Public Use Policy *

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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

Reviewed/Approved Via Email

CPD Horner 3-31-23

CFD Heavner 3-31-23

~~CRED Brewer 4-25-23~~

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

* Must be at least 18 years of age to complete this form.

CONTACT INFORMATION:

Contact Person	Kathy Ray		
Email	kray@hotelcarmichael.com		
Phone Number:	3176889611		
Cell Number:	3177718955		
Name/Organization:	Hotel Carmichael		
Address	Street Address		
	1 Carmichael Square		
	Address Line 2		
	City	State / Province / Region	
	Carmel	IN	
	Postal / Zip Code	Country	
		United States	
Organization Type:	For-Profit Organization		
Residency/Location:	Do you reside or are you located within the Carmel city limits?		
	<input checked="" type="radio"/> Yes		
	<input type="radio"/> No		
Event/Use Purpose:	Outdoor Wedding Ceremony for Shaw/Corbin Wedding from 5 pm - 6 pm		
Event Date	End Date		
6/24/2023	6/24/2023		
Number of People Expected:	140		
Set-Up Start time	02:00:00 PM		
Tear Down End Time	06:30:00 PM		

Event Start time:

05:00:00 PM

Event end time:

06:00:00 PM

Rehearsal

☒ NA

Rehearsal Date:

6/23/2023

Rehearsal 05:00:00 PM

Start Time:

Rehearsal 06:00:00 PM

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

Wedding Ceremony for approximately 140 guests on Saturday 6/24/23. Wedding Reception and Dinner Dance is at Hotel Carmichael.

Bride understands that the Palladium Paver Patio may not be available due to construction of the pavers.

Bride would be happy with the garden area or the grass in Carter Green.

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
- ☐ MIDDTOWN PLAZA - Events must be free and open to the public.
- ☐ REFLECTING POOL - Please note that Veteran's Plaza is NOT available for use.
- ☒ Other ☐ or Palladium Patio which is first choice based on construction

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

- ☒ ELECTRICITY
- ☐ FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
- ☐ JAMES BUILDING RESTROOMS (CARTER GREEN) *Extra fees apply
- ☐ N/A
- ☒ Other ☐ 1 live outlet for DJ

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

0

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

Hotel Carmichael

Name of Merchant(s) doing the setup

3177718955

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood

Include addresses as appropriate

Name/Streets to be closed

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 No closures necessary

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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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.

Kathy Ray - Hotel Carmichael
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Kathy Ray, Catering Manager
Printed Name and Title (If applicable)

*

3177718955
Phone Number (Required)

Hotel Carmichael
1 Carmichael Square
Carmel, IN 46032
Address of Organization/Applicant

3/29/2023
Date

*

☒ I confirm that I am 18 years of age or older.

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

Reviewed/Approved Via Email
CPD Horner 4-20-23
CFD Horner 4-20-23
CRED Brewer 4-25-23

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

* Must be at least 18 years of age to complete this form.

CONTACT INFORMATION:

Contact Person Charles P Conrad

Email graciegirl1812@yahoo.com

Phone Number: 3178444341

Cell Number:

Name/Organization: self employed

Address
Street Address
420 2nd Ave NE
Address Line 2
City
Carmel
Postal / Zip Code
46032

State / Province / Region
Indiana
Country
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: Public concert- Indiana Wind Symphony

Event Date 6/24/2023
End Date 6/24/2023

Number of People Expected: 500

Set-Up Start time 03:00:00 ~~AM~~ PM

Tear Down End Time 08:30:00 PM

Event Start time:

06:30:00 PM

Event end time:

08:30:00 PM

Rehearsal

☒ NA

Rehearsal Date:

Rehearsal

Start Time:

Rehearsal

End Time:

Fees?

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

☐ YES

☒ NO

Description of Event:

Provide a brief description of event

Public band concert featuring the Indiana Wind Symphony

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

☐ MDTOWN 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 Merchant(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood
Name/Streets to be closed

Include addresses as appropriate

UPLOAD MAP

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

Type of Closure:

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

Explain lane restrictions needed and other needed below:

Further Info for type of
closure

SECURITY DEPOSIT AND FEE:



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

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DISCLAIMER:



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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.

Charles P. Conrad- Indiana Wind Symphony
Name of Organization/Applicant

*


Signature of Authorized Agent/Applicant

Charles P. Conrad, Music Director
Printed Name and Title (If applicable)

*

3178444341
Phone Number (Required)

420 2nd Ave NE Carmel IN 46032
Address of Organization/Applicant

4/15/2023
Date

*

☒ I confirm that I am 18 years of age or older.

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

Reviewed/Approved Via Email
CPD Horner 4-21-23
CFD Heavner 4-21-23
~~CRED Brewer 4-25-23~~

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

* Must be at least 18 years of age to complete this form.

CONTACT INFORMATION:

Contact Person: Chelsea Kopelman

Email: keepingupincarmel@gmail.com

Phone Number: 2603856617

Cell Number: 2603856617

Name/Organization: Keeping Up In Carmel

Address: Street Address
9801 Wentworth Ct
Address Line 2
City: Carmel State / Province / Region: IN
Postal / Zip Code: 46032 Country: United States

Organization Type: Individual

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

Event/Use Purpose: I am an ambassador for the 2023 Indy 500 and will have a pace car on 5/18. I'd like to bring the pace car to the already scheduled Movies at Midtown event in the evening of 5/18. We'd ideally show a family friendly racing movie on the Midtown screen and have the car parked for photo ops.

Event Date: 5/18/2023 End Date: 5-18-2023

Number of People Expected:

Set-Up Start time: 05:00:00 PM

Tear Down End Time 08:00:00 PM

Event Start time:

06:00:00 PM

Event end time:

08:00:00 PM

Rehearsal

☒ NA

Rehearsal Date:

Rehearsal

Start Time:

Rehearsal

End Time:

Fees?

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

☐ YES

☒ NO

Description of Event:

Provide a brief description of event

I am an ambassador for the 2023 Indy 500 and will have a pace car on 5/18. I'd like to bring the pace car to the already scheduled Movies at Midtown event in the evening of 5/18. I'd work with the team to theme the 5/18 Movies at Midtown in a racing theme and co-promote the event on the Keeping Up In Carmel platform. We'd show a family friendly racing movie on the Midtown screen and have the car parked for photo ops.

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.

Car will be placed in one of the areas on the map marked by the orange rectangles.

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

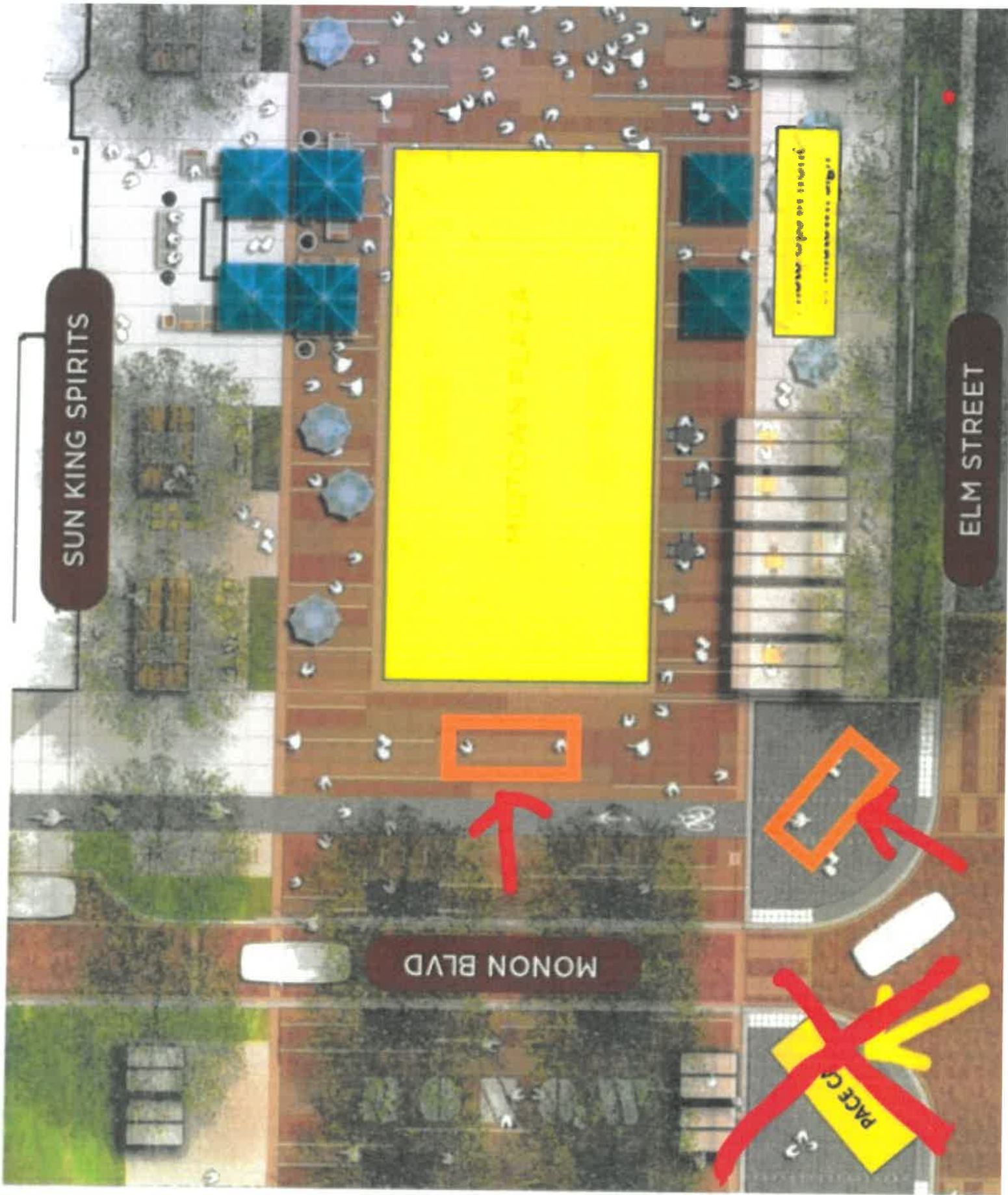
SECURITY DEPOSIT AND FEE:

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SUN KING SPIRITS

MONON BLVD

ELM STREET

MUTTON PLAZA

PACE CL

PACE CL

ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY PUBLIC USE POLICY

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Chelsea Kopelman, Keeping Up In Carmel
Name of Organization/Applicant

*


Signature of Authorized Agent/Applicant

Chelsea Kopelman
Printed Name and Title (If applicable)

*

2603856617
Phone Number (Required)

Address of Organization/Applicant

4/20/2023
Date

*

☒ I confirm that I am 18 years of age or older.

Public Use Policy *

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Public Use Policy Acknowledgement and Agreement (Required)

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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

Reviewed/Approved Via Email
CPD Horner 4-20-23
CFD Heavner 4-20-23
CRED Brewer 4-25-23

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

* Must be at least 18 years of age to complete this form.

CONTACT INFORMATION:

Contact Person Alyona Tellez

Email ranchina2@hotmail.com

Phone Number:

Cell Number: 3174134580

Name/Organization: Lakes At Hazel Dell HOA

Address

Street Address
12462 Brooknell Court
Address Line 2

City Carmel State / Province / Region IN

Postal / Zip Code 46033 Country USA

Organization Type: Non-Profit Organization

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

☒ Yes
☐ No

Event/Use Purpose: 13th Annual Lakes At Hazel Dell Camp Out

Event Date 5/26/2023 End Date 5/27/2023

Number of People Expected: 400

Set-Up Start time 03:00:00 PM

Tear Down End Time 08:00:00 AM

Event Start time:

04:00:00 PM

Event end time:

08:00:00 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

Fees (cont'd)

Purpose of fee

To Cover Slide, Smores, Games, Movie

Description of Event:

Provide a brief description of event

It is an annual camp out of the neighborhood with fun kids friendly activities planned for Friday and Saturday - slide, DJ, dinner, ice cream, movie, arts, games. Families get together to celebrate the end of the school year, get to know each other better and to hang out. It is located on the soccer field of the neighborhood and families are welcome to camp out over night and enjoy coffee and donuts next morning.

Attach additional pages if needed-SEE BELOW

Lakes at Hazel Dell Camp Out - 2022 NO PAY.docx 161.48KB

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

5

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 Lakes At Hazel Dell Neighborhood
Name/Streets to be closed West Side of the neighborhood:
Dellfield Blvd W only along the side of the soccer field - from Bridgeton to Pasture View Ct

We will be using restroom facilities of the neighborhood pool and adults and kids will be crossing Dellfield Blvd W many times. We are asking to close this section of the street, please, to ensure safety and convenience for the families.

Include addresses as appropriate

UPLOAD MAP

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

Overview Map - Vendors.pptx 559.53KB

Overview Map WET FIELD - Vendors.pptx 558.01KB

Type of Closure:

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

Explain lane restrictions needed and other needed below:

Further Info for type of closure

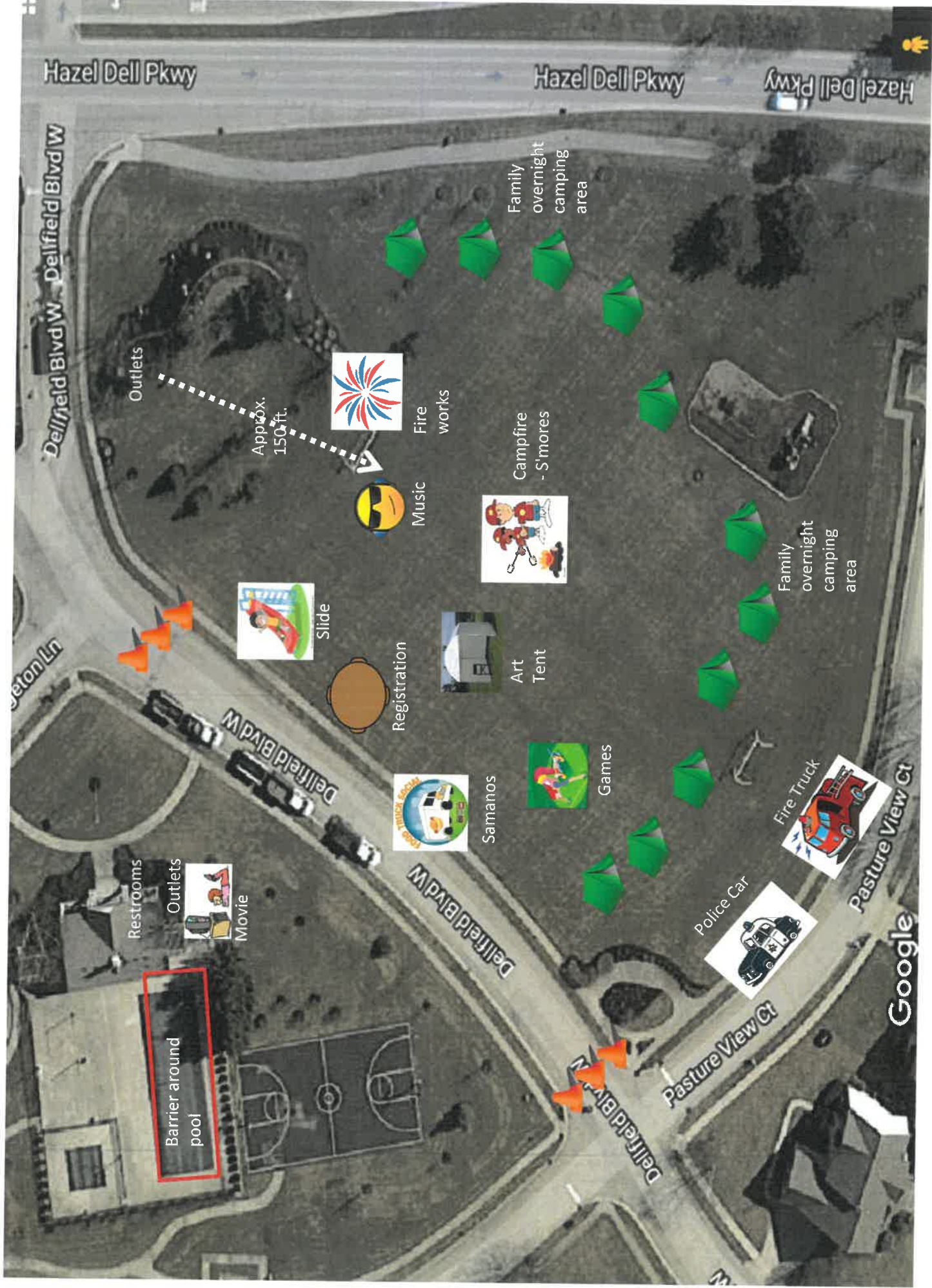
SECURITY DEPOSIT AND FEE:

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Payment may be made online using a credit or debit card at <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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Hazel Dell Pkwy

Hazel Dell Pkwy

Hazel Dell Pkwy

Dellfield Blvd W Dellfield Blvd W

Outlets

Approx.
150 ft.



Fire
works

Family
overnight
camping
area

Campfire
- S'mores



Music



Family
overnight
camping
area



Slide



Registration



Art
Tent



Samanos



Games



Fire Truck



Police Car

Pasture View Ct

Google

Restrooms

Outlets



Movie

Barrier around
pool

Dellfield Blvd W

Pasture View Ct

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.

Alyona Tellez/Lakes of Hazel Dell HOA
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Alyona Tellez
Printed Name and Title (If applicable)

*

317.413.4580
Phone Number (Required)

12462 Brooknell Court
Carmel, IN 46033
Address of Organization/Applicant

4/19/2023
Date

*

☒ I confirm that I am 18 years of age or older.

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

Reviewed/Approved Via Email
CPD Horner 4-14-23
CFD Heavner 4-18-23
~~CRED Brewer 4-25-23~~

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

* Must be at least 18 years of age to complete this form.

CONTACT INFORMATION:

Contact Person Rosette Miller

Email millrose522@gmail.com

Phone Number: 3172896086

Cell Number: 3172896085

Name/Organization: NA

Address
Street Address
7621 Goldrush Dr
Address Line 2

City

Camby

Postal / Zip Code
46113

State / Province / Region

IN

Country

United States

Organization Type:

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

☐ Yes

☒ No

Event/Use Purpose: Wedding

Event Date

7/7/2023

End Date

7/7/2023

Number of People Expected: 50

Set-Up Start time 02:00:00 PM

Tear Down End Time 05:00:00 PM

Event Start time:

03:00:00 ~~AM~~ - PM

Event end time:

04:00:00 ~~AM~~ PM

Rehearsal

☐ NA

Rehearsal Date:

7/6/2023

Rehearsal 06:00:00 PM

Start Time:

Rehearsal 07:00:00 PM

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

Intimate wedding with only close family and friends

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

☐ CARTER GREEN (area between Palladium & theater building)

☐ CIVIC SQUARE FOUNTAIN AREA

☒ CIVIC SQUARE GAZEBO / LAWN

☐ JAPANESE GARDEN

☐ MONON & MAIN PLAZA

☐ MDTOWN 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

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Mayor's Office

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Rosette Miller

Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Rosette Miller

Printed Name and Title (If applicable)

*

3172896085

Phone Number (Required)

7621 Goldrush Dr Camby, In 46113

Address of Organization/Applicant

4/3/2023

Date

*

☒ I confirm that I am 18 years of age or older.

Public Use Policy *

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Public Use Policy Acknowledgement and Agreement (Required)

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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

Reviewed/Approved Via Email
CPD Horner 4-21-23
CFD Heavnerr 4-25-23
CRED Brewer 4-25-23

INFORMATION

ENG Kirsh

SPECIAL EVENT / FACILITY USE REQUEST FORM

* Must be at least 18 years of age to complete this form.

CONTACT INFORMATION:



Contact Person dan moriarity

Email dmoriarity@studiomarchitecture.net

Phone Number: 3174960486

Cell Number:

Name/Organization: Studio M Architecture

Address Street Address

2 W Main St

Address Line 2

City

Carmel

Postal / Zip Code

46032-1764

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: Building Opening company party

Event Date

6/30/2023

End Date

6/30/2023

Number of People Expected: 200

Set-Up Start time 04:00:00 PM

Tear Down End Time 11:00:00 PM

Event Start time:

06:00:00 AM **PM**

Event end time:

10:30:00 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

Opening party for our employees and families/guests at our new building at 275 Veterans Way. Blair Clark's band will be setting up along Veterans Way in front of the building weather permitting. Band will start at 7:00 and play until 10:30. We would like to cone off the 8 angled parking spaces directly in front of our building and redirect pedestrian traffic to the opposite side of the street, Food Trucks may park along Phelps Way. IF possible, we would love to be able to cone off traffic on Veterans Way from the alley to Phelps Way for safety purposes, and close Phelps Way from our parking entrance to corner.

Attach additional pages if needed-SEE BELOW

Studio M Opening.pdf

548.65KB

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
- ☐ MDTOWN PLAZA - Events must be free and open to the public.
- ☐ REFLECTING POOL - Please note that Veteran's Plaza is NOT available for use.
- ☒ Other Section of Veterans Way and Phelps Way - 275 Veterans 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

10

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

Veterans Way from alley by Allied to Phelps Way

Name/Streets to be closed

Phelps Way from Veterans Way to parking entrance east of building

Include addresses as appropriate

UPLOAD MAP

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

Studio M Opening.pdf

548.65KB

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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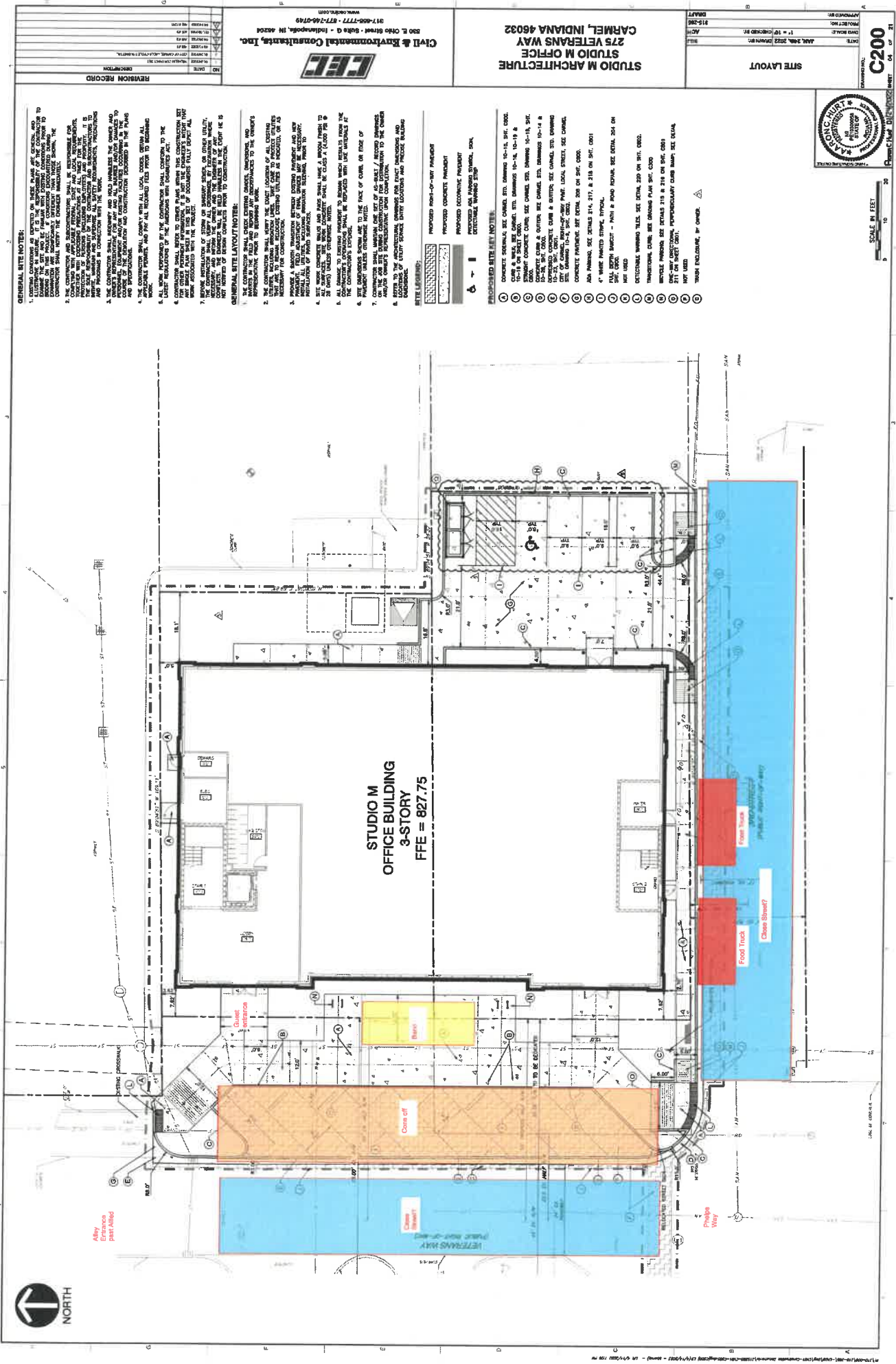
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Alley
Entrance
partially
shown

Quiet
Entrance

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ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

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Studio M Architecture/Dan Moriarity
Name of Organization/Applicant

*

Daniel Moriarity

Signature of Authorized Agent/Applicant

Dan Moriarity
Printed Name and Title (If applicable)

*

3174960486
Phone Number (Required)

2 West Main Street
Carmel IN 46032
Address of Organization/Applicant

4/20/2023
Date

*

☒ I confirm that I am 18 years of age or older.

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

Requesting EMS services only.

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

* Must be at least 18 years of age to complete this form.

CONTACT INFORMATION:

Contact Person Samuel Jamison

Email samijami@yahoo.com

Phone Number: 7032314999

Cell Number: 7032314999

Name/Organization: Midwestern Tennis Association

Address

Street Address	
2581 Turning Leaf Lane	
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: EMS Services on site

Event Date	End Date
7/1/2023	7/3/2023

Number of People Expected: 100

Set-Up Start time

Tear Down End Time

Event Start time:

11:00:00 AM

Event end time:

03:00:00 PM

Rehearsal

☒ NA

Rehearsal Date:

Rehearsal

Start Time:

Rehearsal

End Time:

Fees?

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

☐ YES

☒ NO

Description of Event:

Provide a brief description of event

Tennis Tournament outdoors at Carmel Racquet Club

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
- ☐ MDTOWN 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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Midwestern Tennis Association/Samuel Jamison
Name of Organization/Applicant

*

Samuel Jamison

Signature of Authorized Agent/Applicant

Samuel Jamison
Printed Name and Title (If applicable)

*

7032314999
Phone Number (Required)

2581 Turning Leaf Lane
Carmel, IN 46032
Address of Organization/Applicant

4/24/2023
Date

*

☒ I confirm that I am 18 years of age or older.

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

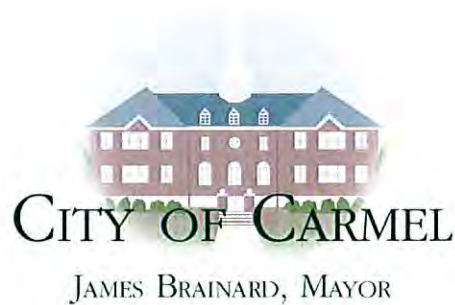
Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____



April 25, 2023

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

RE: WAIVER OF BPW RESOLUTION NO. 04-28-17-01, LANE RESTRICTION – DUKE ENERGY – 3428 E 106th Street

Dear Board Members:

Duke Energy is requesting a waiver from the City's Buried Utility District requirements (BPW Resolution No. 04-28-17-01) and related lane restrictions an existing utility pole near 3428 E 106th Street. The pole replacement is typical maintenance of the existing electric service in the area (exhibit attached).

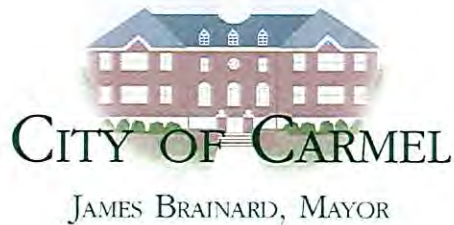
The Department of Engineering, in review of the proposed requested waiver, has determined that the waiver is valid and recommends approval of the waiver conditioned upon the following:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Petitioner agrees to post proper lane restriction signage and traffic control devices during the duration of the work.
- Any damage to the existing improvements within the right of way of and City of Carmel roadway shall be restored to the satisfaction of the City when work is completed.
- A minimum 10' width of the lane restriction area shall be provided at all times.
- Lane restrictions shall be performed between the hours of 9am and 4pm
- The Department of Engineering shall be provided a minimum 48 hour notification of lane restriction prior to commencement of work.
- Access to all adjoining properties shall be maintained at all times.
- The petitioner acknowledges that this waiver is for the items described above only.
- The petitioner acknowledges that the waiver approved this date does not guarantee approval of any future waiver requests for this or any other project.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

- 
- Sheet
Scale = 1"=40'



April 25, 2023

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

RE: CURB CUT REQUEST – 4455 W 126TH STREET

Dear Board Members:

The property owner at 4455 W 126TH Street has requested approval of an additional curb cut at the private residence. The proposed additional curb cut will create a circular driveway and provide access to a detached garage (Exhibit attached).

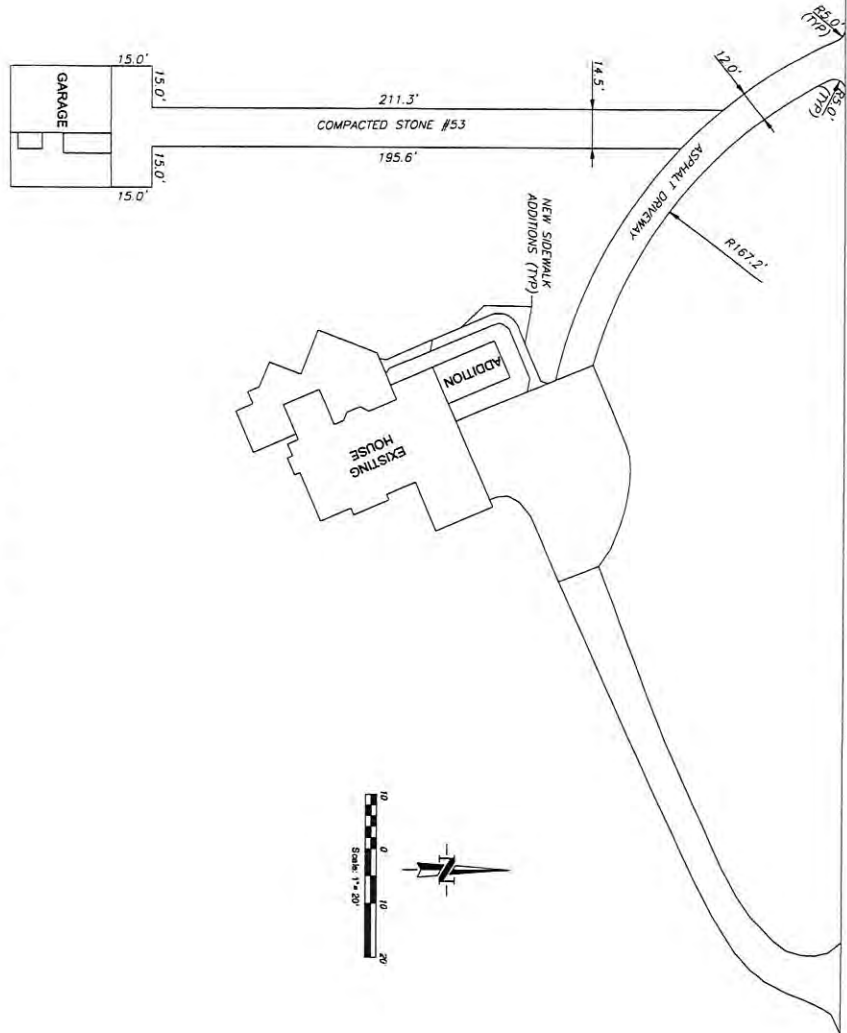
The Department of Engineering recommends that the Board approve the requested additional curb cut contingent upon satisfaction of the following requirements:

- In constructing the entrance, the petitioner's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8), 6-227(b).
- Apron within right-of-way shall not exceed maximum width indicated on the City Standard Detail.
- Roadside drainage must be maintained across the proposed entrance pursuant to Carmel City Code 6-227(h)(9).
- Any damage to the existing improvements within the right-of-way shall be restored to the satisfaction of the City when the work is complete.
- Public Streets shall always be kept clean of dirt and debris.

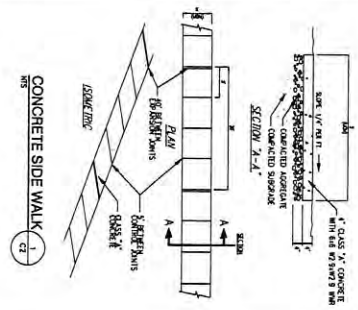
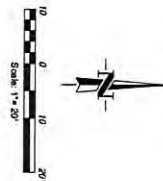
Sincerely,

Jeremy Kashman, P.E.
City Engineer

128th STREET, CLAY TOWNSHIP, HAMILTON COUNTY, IN

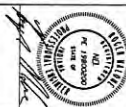


SITE LAYOUT PLAN



SHEET NO. C1

RM CONSULTING
AND ENGINEERING
ENGINEERING AND PROJECT MANAGEMENT



OWNER: MAYNOR CONSTRUCTION, LLC
PROJECT NAME: DEBBIE'S REMODELING AND ADDITION
LOCATION: 4455 W. 126TH ST., ZIONSVILLE, INDIANA
DATE: APRIL 7, 2023



4/20/2023

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

Re: Consent to Encroach (Landscaping) at 1570 Jensen Dr

Dear Board Members:

A Consent to Encroach document signed by Roncevic, Ashley Rhea & Alan w&h, owners of the property with the common address 1570 Jensen Dr , 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 05/03/2023 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 "J. Kashman".

Jeremy Kashman, PE
City Engineer

ATTACHMENT: CONSENT TO ENCROACH DOCUMENT



4/20/2023

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

Re: Request for Variance (Landscaping) at 1570 Jensen Dr

Dear Board Members:

Roncevic, Ashley Rhea & Alan w&h, owner of the property with the common address 1570 Jensen Dr, have requested a variance from the Carmel City Code Section 6-227(a)(4) for the installation of a Landscaping within a portion of the lot designated as an easement. Generally, the improvement is proposed to be installed at the location indicated on the attached exhibit.

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

- 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.
- Petitioners shall obtain approval from the HOA for installation of the improvement if such approval is required by the restrictive covenants of the development.

Respectfully,

Jeremy Kashman, PE
City Engineer



CONSENT TO ENCROACH

THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Roncevic, Ashley Rhea & Alan w&h, 1570 Jensen Dr, Carmel, Hamilton County, Indiana 46032, (individually and collectively, "Owner"), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety ("City").

WITNESSETH:

WHEREAS, Owner owns in fee simple Lot 26 ("Lot") in CLAY CORNER, which is located within the corporate limits of the City of Carmel, Indiana ("Subdivision"), which real estate is more particularly described in Exhibit A, attached hereto and incorporated herein by the reference; and

WHEREAS, the official plat of the Subdivision was recorded in PC 5 SLIDE 790, Instrument Number 2018-3354 in the Office of the Hamilton County Recorder on 01/23/2018, as CLAY CORNER, (the "Plat"); and

WHEREAS, the current Owner wishes to install Landscaping on the Lot (the "Site Improvement"); and

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

WHEREAS, the Site Improvement will be constructed on portions of the Lot designated as 10-foot and 20-foot Drainage, Utility and Sewer Easements, identified as "10' D.U.&S.E. and 20' D.U.&S.E." on Exhibit B (the "Easement"); and

WHEREAS, the Easement is beneficial to the City and its residents; and

WHEREAS, as indicated on the Sketch, the Site Improvement will encroach (the "Encroachment") upon the Easement, which Encroachment is crosshatched on Exhibit B; and

WHEREAS, City of Carmel Board of Public Works and Safety approves the Owner's request for a variance from Carmel City Code Section 6-227(4); and

WHEREAS, Owner and City acknowledge the location of the Encroachment; and

WHEREAS, Owner acknowledges that this Agreement does not imply any approval of existing or future improvements not indicated by Owner on Exhibit B; and

WHEREAS, the location of the Site Improvement as indicated by the Owner on Exhibit B should not materially interfere with the City's use of the Easement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties mutually promise, agree and covenant as follows:

1. The foregoing preambles, recitations and definitions are made a part hereof as though such were fully set forth herein.
2. The City consents to the Encroachment for only so long as
 - (i) the Encroachment exists; and
 - (ii) Owner complies with all of the terms and provisions of this Agreement.
3. Owner covenants and agrees not to extend, increase, modify, alter, landscape, reconfigure or otherwise change the Site Improvement from what is depicted on Exhibit B, and to maintain the Site Improvement in good condition and repair.
4. Owner agrees that City shall have the right to remove any portion of the Site Improvement as City deems necessary, in City's sole discretion, to install, protect and/or repair any utility lines, sewer lines or drainage ditches located in the Easement, or for any other lawful purpose, and that, should the City take such action, the City shall incur no obligation to repair, replace or reimburse Owner for the cost of any damages thereby caused to the Site Improvement, the Lot, or to Owner
5. Owner agrees and acknowledges that the City's consent to encroach upon the Easement, as provided in this instrument, regards the City's Easement interests only, and does not constitute permission or authority for the Owner to otherwise enter on, in, under, over, or upon the property interests of any other person without that person's consent even if such property interests are also located within the Easement.
6. Owner agrees to indemnify and hold harmless City, its officers, officials, members, employees, invitees, licensees and agents, from and against any and all losses, liabilities, damages, claims, judgments, attorney fees and costs arising from any bodily injury and/or death, and from any destruction or damage to any property or improvements, located on the Lot, or otherwise, and/or for any failure of proper disclosure pursuant to Paragraph 12 hereof, which results directly or indirectly from any act of Owner, its employees, contractors and/or agents in, on, under, across or to the Easement.
7. Owner agrees to reimburse City for any and all costs and expenses incurred by City to replace or repair any damage to the Easement and any improvements located therein caused by the installation, construction, maintenance and/or operation of the Site Improvement.
8. 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.
9. 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.
10. This Agreement shall be effective as of the date on which it is last executed by a party hereto.

11. The Owner agrees to provide full disclosure of this Agreement to all persons, entities and others who acquire by or through Owner any interest in the Lot on and after the effective date of this Agreement.
12. Owner agrees not to alter the ground surface elevation within the limits of the easement at any time.
13. Owner agrees to remedy any drainage problems or issues, saturated soil or standing water on the Lot or adjacent properties determined by the City to be resulting from the Encroachment.

"OWNER"

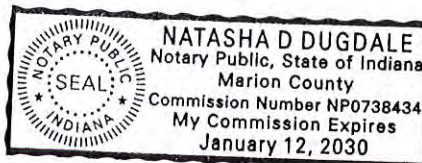
PROPERTY OWNER

ASHLEY RONCEVIC
Printed Name
[Signature]
Signature
Date: 4/7/23

PROPERTY OWNER

ALAN RONCEVIC
Printed Name
[Signature]
Signature
Date: 4/7/23

STATE OF INDIANA)
) SS:
COUNTY OF Marion)



Before me, a Notary Public in and for said County and State, personally appeared Ashley and Alan Roncevic
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 7th day of April, 2023.

My Commission Expires:

January 12, 2030

Natasha D. Dugdale
NOTARY PUBLIC

Natasha D. Dugdale
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

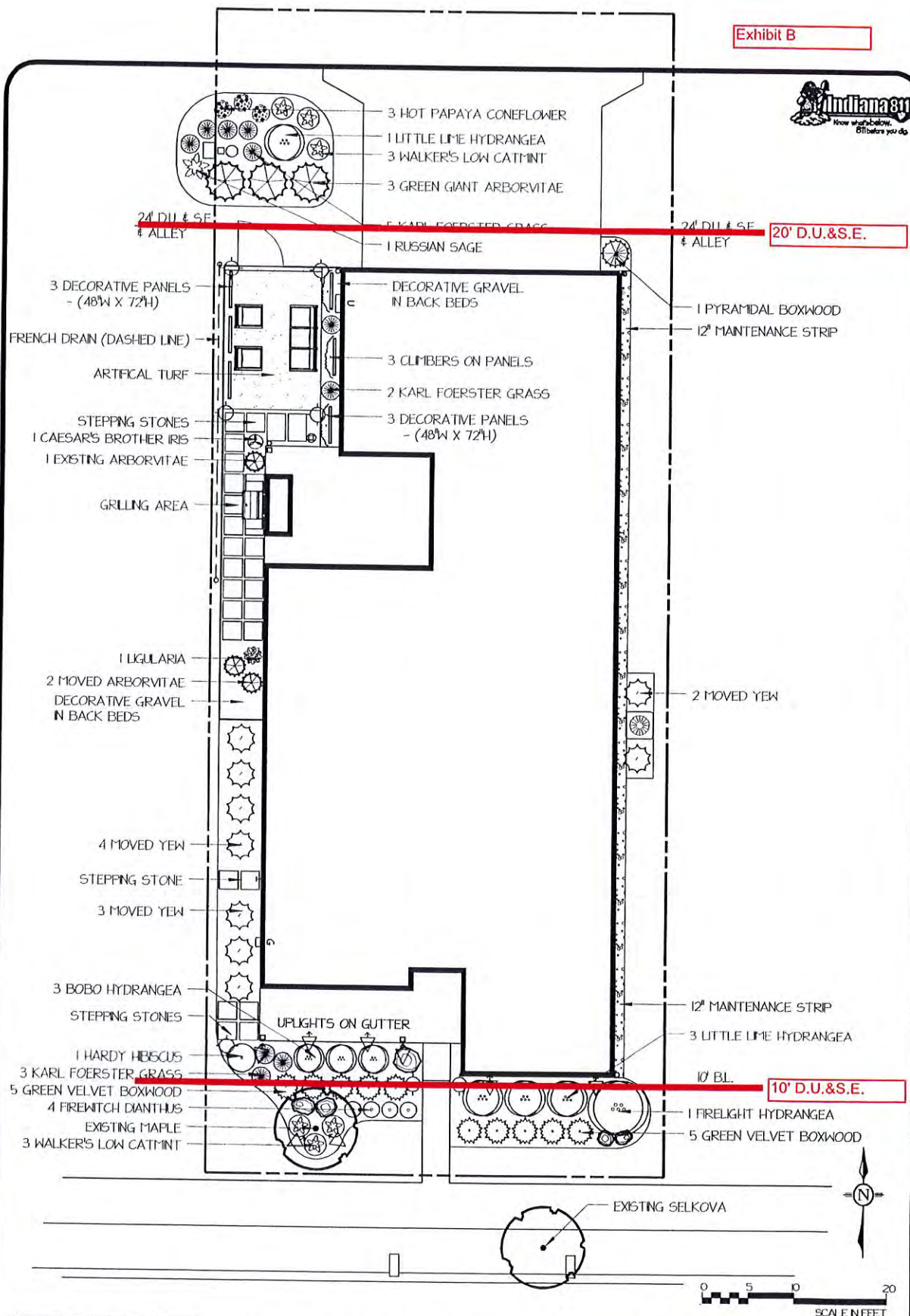
HAMILTON

DOCKET N

SURVEYOR'S CERTIFICATE LAND DESCRIPTION

A part of the Southwest Quarter of Section 27 and the Southeast Quarter of Section 28, both in Township 18 North, Range 3 East in Clay Township Hamilton County, Indiana, being more particularly described as follows

COMMENCING at the Northwest corner of said Southwest Quarter, thence South 00 degrees 07 minutes 17 seconds West (basis of bearing = the Secondary Plat of Village of WestClay Section 15002-A, as per plat thereof recorded as Instrument number 2008025256 in the Office of the Recorder of said County) along the West line of said Quarter Section a distance of 100.01 feet to the southerly right-of-way line of 131st Street as described in a Warranty Deed to the City of Carmel, Indiana, recorded as Instrument number 2008005090 in said Recorder's Office and the POINT OF BEGINNING, the following nine (9) courses are along said southerly right-of-way lines and the westerly right-of-way lines of Clay Center Road as described in said Deed, (1) North 89 degrees 10 minutes 04 seconds East 21.42 feet, (2) North 76 degrees 17 minutes 12 seconds East 179.51 feet, (3) North 84 degrees 15 minutes 45 seconds East 175.64 feet, (4) North 89 degrees 09 minutes 42 seconds East parallel with the North line of said Quarter 638.73 feet, (5) South 47 degrees 30 minutes 50 seconds East 114.60 feet, (6) South 22 degrees 01 minute 08 seconds East 223.43 feet to a point on a curve to the right having a radius of 460.00 feet, the radius point of which bears South 67 degrees 58 minutes 52 seconds West, (7) southerly along said curve an arc distance of 170.64 feet to a point which bears North 89 degrees 14 minutes 08 seconds East from said radius point, (8) South 00 degrees 45 minutes 52 seconds East parallel with the east line of a tract of land described in a deed recorded as Instrument No. 200200096470 in said Recorder's Office a distance of 76.19 feet (9) North 89 degrees 14 minutes 08 seconds East 40.00 feet to said east line, thence South 00 degrees 45 minutes 52 seconds East along said east line a distance of 689.25 feet to the southeast corner thereof, thence South 89 degrees 10 minutes 11 seconds West along the south line of said tract of land a distance of 1263.83 feet to the southwest corner thereof and a point on the West line of said Southwest Quarter, thence North 00 degrees 07 minutes 17 seconds East along said West line a distance of 594.02 feet, thence North 83 degrees 52 minutes 47 seconds West a distance of 7.79 feet to a point on a tangent curve to the left having a radius of 14.00 feet the radius point of which bears South 06 degrees 07 minutes 13 seconds West thence westerly and southwesterly along said curve an arc distance of 17.89 feet to a point which bears North 67 degrees 04 minutes 35 seconds West from said radius point to a point on a non-tangent curve to the left having a radius of 155.00 feet the radius point of which bears North 67 degrees 04 minutes 35 seconds West, thence northerly along said curve an arc distance of 61.69 feet to a point which bears South 89 degrees 52 minutes 43 seconds East from said radius point, thence North 00 degrees 07 minutes 17 seconds East parallel with the East line of said Southeast Quarter Section a distance of 106.20 feet to a point on a tangent curve to the left having a radius of 415.00 feet the radius point of which bears North 89 degrees 52 minutes 43 seconds West thence northerly and northwesterly along said curve an arc distance of 291.88 feet to a point which bears North 49 degrees 49 minutes 26 seconds East from said radius point, thence North 49 degrees 33 minutes 47 seconds East a distance of 142.79 feet to the East line of said Southeast Quarter, thence North 00 degrees 07 minutes 17 seconds East along said East line a distance of 50.39 feet to the Point of Beginning Containing 34.17 acres, more or less



RONCEVIC RESIDENCE
1570 JENSEN DRIVE
CARMEL, IN 46032

Salsbery Brothers
LANDSCAPING, INC.

317-843-0100

www.salsberybrothers.com

4317 East 146th Street, Carmel, Indiana 46033